

Section 2
Title, Right or Interest

TABLE OF CONTENTS

2.0 TITLE, RIGHT OR INTEREST2-1

ATTACHMENTS

Attachment 2-1	Right, Title or Interest Table
Attachment 2-2	Leases and Easement
Attachment 2-3	Intent to Lease Letter from Saddleback Ridge Wind

2.0 TITLE, RIGHT OR INTEREST

Canton Mountain Wind, LLC (CMW) has obtained leases for the property on the ridgeline where the turbines and access roads for the proposed Canton Mountain Wind Project (Project) will be located. Attachment 2-1 lists the landowners from whom rights have been acquired, including the book and page numbers on which the deeds are recorded in the Oxford (East) County Registry of Deeds. Copies of the landowner agreements are included in Attachment 2-2. Some of these documents are in the name of Patriot Renewables, LLC, an affiliate of CMW that is developing the Project; all such agreements will be assigned to CMW prior to construction.

In order to secure sufficient land to design the project, CMW initially leases large parcels of land that are expected to have some portion of the Project (roads, turbines, electric systems, etc.) located on the parcel. After final permitting and construction, the leased area will be reduced to the area necessary to accommodate the Project and comply with sound and setback standards.

The Project will use a transmission line that runs through a corridor that will be controlled by affiliate Saddleback Ridge Wind, LLC (SRW), which currently has rights in the form of a lease, an easement option, and a purchase option (see Site Location of Development Act and Natural Resources Protection Act Application L-25137-24-A-N/L-25137-TG-B-N). SRW intends to lease use of its transmission corridor to CMW (see letter in Attachment 2-3). SRW also intends to lease to CMW a lot on which to build an operations and maintenance building and all associated facilities (see Attachment 2-3).



Attachment 2-1
Right, Title or Interest Tables



Right, Title or Interest Table

Property Owner	Mailing Address	Deed Recorded in the Oxford (East) County Registry of Deeds	Current Interest
Brann, Mark & Donna	833 Canton Point Road Dixfield, ME 04224	Book 3357, Page 27	Lease
Bragg, Brenda	P.O. Box 362 East Wilton, ME 04234	Book 4650, Page 318	Lease
Helen Industries	150 Appleton Street, #4D Boston, MA 02116	Book 1767, Page 317; Book 2207, Page 220	Lease
Mills, Joaquin & Crystal	140 Ludden Lane Canton, ME 04221	Book 4785, Page 19	Access Easement
Thorndike & Sons, Inc.	26 South Main St. P.O. Box 260 Strong, ME 04983	Book 2884, Page 312; Book 3317, Page 16; Book 3135, Page 57; Book 3133, Page 216; Book 3079 Page 257	Leases
Waite, Darrell & Gail	11 Woodbury Street Bangor, ME 04401	Book 3559, Page 337	Lease



**Attachment 2-2
Leases and Easement**

Doc#: 12878
Bk: 4650 Pg: 318

WARRANTY DEED

I, **Richard D. Nemi**, having a mailing address of 327 Warren Hill Road, Jay, Maine 04239, for consideration paid, grant to **Brenda L. Bragg**, having a mailing address of P.O. Box 362, East Wilton, Maine 04234, with **WARRANTY COVENANTS**, a certain lot or parcel of land, together with any buildings thereon, situated in **Canton**, Oxford County, State of Maine, and more particularly bounded and described as follows:

Being all and the same premises as conveyed to The Wilton Lumber Company by Americus J. DeMillo and Theresa M. DeMillo by deed dated June 19, 1952, and recorded in the Oxford County Registry of Deeds, Book 537, Page 331. Reference is hereby made to said deed and the records thereof for a more complete description of the premises hereby conveyed.

Meaning and intending to convey all and the same premises as conveyed by Marilee A. Cooper to Richard D. Nemi by deed dated March 29, 2000 and recorded in the Oxford County Registry of Deeds in Book 2804, Page 298.

WITNESS my hand and seal this 25th day of October, 2010

MAINE REAL ESTATE
TRANSFER TAX PAID

[Signature]
Witness

[Signature]
Richard D. Nemi

STATE OF MAINE

FRANKLIN, SS.

October 25, 2010

Then personally appeared before me the above-named Richard D. Nemi and acknowledged the foregoing instrument to be his free act and deed,

Before me,
[Signature]
Notary Public/Attorney at Law

Canton/Nemi/deed

Paul H. Mills
Comm exp 11/9/12

Received
Recorded Register of Deeds
Oct 26, 2010 09:34A
Oxford East County
Jane Rich

Doc#: 12879
Bk: 4650 Pg: 319

**WIND ENERGY LAND LEASE
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS AGREEMENT made October ^{25th} 2010 by and between Richard D. Nemi ("Seller"), having an address of 327 Warren Hill Road, Jay, Maine 04239, and Brenda Bragg ("Buyer"), having an address of P.O. Box 362, East Wilton, Maine 04234.

RECITALS

Seller and Buyer entered into a Purchase and Sale Agreement dated September 17, 2010 regarding property situated off Rover Road, in the Town of Canton, Oxford County, State of Maine as described in a deed dated March 29, 2000 and recorded in the Oxford County Registry of Deeds in Book 2804, Page 298. Said property is the subject of a Wind Energy Land Lease by and between Patriot Renewables, LLC and Richard Nemi dated January 20, 2009. Seller has agreed to assign, and Buyer has agreed to assume all of Seller's obligations relating to the Wind Energy Land Lease by and between Patriot Renewables, LLC and Richard Nemi dated January 20, 2009, a Notice of Lease of which is recorded in the Oxford County Registry of Deeds in Book 4417, Page 225.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Assignment of Lease.** Seller hereby assigns and transfers to Buyer all of Seller's rights and duties as Landlord, as well as all rents, income and profits arising from said Wind Energy Land Lease.

2. **Assumption.** Buyer hereby agrees to assume all of the duties, liabilities and obligations of Seller with respect to said Wind Energy Land Lease, and further agrees to hold Seller harmless from any and all claims, costs, obligations, expenses and liabilities, including reasonable attorneys' fees, which may arise from the duties, liabilities and obligations hereby assumed, and from any failure of Buyer to perform, satisfy or discharge said duties, liabilities and obligations.

3. **Indemnification By Seller.** Seller likewise agrees that it will furnish Buyer with all correspondence, materials, and other documents associated with or pertaining to said lease in Seller's possession, custody or control. The Seller represents that it is in compliance with all the terms, obligations, duties and liabilities of said lease as of this date and will indemnify and hold Buyer harmless from any duties, liabilities or obligations arising on the part of the Seller from and before this date on account of the failure to Seller to have performed or satisfied any of the duties, liabilities or obligations arising prior to the date herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the year and date above first written.

Doc#: 12879
Bk: 4650 Pg: 320

Richard D. Nemi
Richard D. Nemi, Seller

Brenda Bragg
Brenda Bragg, Buyer

STATE OF MAINE

FRANKLIN, SS.

Oct 25, 2010

Then personally appeared before me the above-named Richard D. Nemi and acknowledged the foregoing instrument to be his free act and deed,

Before me,
[Signature]
Notary Public/Attorney at Law
Paul H Mills
Comm exp 11/9/12

STATE OF MAINE

FRANKLIN, SS.

Oct 25, 2010

Then personally appeared before me the above-named Brenda Bragg and acknowledged the foregoing instrument to be her free act and deed,

Before me,
[Signature]
Notary Public/Attorney at Law
Paul H Mills
Comm exp 11/9/12

ldm.bragg.nemi.assignmentand assumptionagreement.forms

Received
Recorded Register of Deeds
Oct 26, 2010 09:34A
Oxford East County
Jane Rich

WIND ENERGY LAND LEASE

This Wind Energy Land Lease (the "Lease") is made this 2nd day of January, 2009, (the "Effective Date") between Patriot Renewables, LLC, of 549 South Street, P.O. Box 692396, Quincy, MA 02269 (the "Tenant") and Richard Nemi 327 Warren Hill Rd. Jay, ME 04239 ("Landlord").

Background

Landlord owns property on Canton Mountain in Canton, Maine listed map 10 lot 12 and map ~~10 lot 14~~ R91 in the Town of Canton Tax Records (the "Property")

- A. Tenant and Landlord agree to enter into this exclusive Lease granting Tenant the right to develop, own, and operate a wind energy project on the Property.

The Conditions of this Lease are as follows:**1. Scope of Lease**

- 1.1 **Lease.** In consideration of the fees set forth below, the Landlord exclusively leases Property to Tenant for the purpose of developing, constructing, operating, and maintaining a Wind Energy Project (the "Wind Energy Project") on the Property.
- 1.2 **Premises.** The Premises shall consist of that portion of the Property as referred to in Section 1.3.3
- 1.3 **Purpose and Use.** Tenant will use the Premises only for the purpose of developing, constructing, maintaining, and operating a Wind Energy Project.
- 1.3.1 **Wind Energy Project Defined.** The term "Wind Energy Project" shall mean all infrastructure and activity required to collect, transmit, and convert electrical energy from wind energy, including, but not limited to: (a) One or more wind turbine generators and related towers, foundations, and electrical controllers; (b) above and below ground electrical distribution and transmission power lines and towers, meters, transformers, substations, and other equipment required for production and delivery of electrical energy, (c) access roads for construction and maintenance, and (d) buildings, fences, and all other required appurtenances. Any structures, equipment and facilities developed, constructed, or installed by or on behalf of the Tenant on the Property for the Wind Energy Project in accordance with the provisions of this Section 1.3 are referred to collectively as the "Facility".
- 1.3.2 **Wind Energy Project Development.** Tenant has the right to enter upon the Property at any time and conduct all activities necessary to study, design, develop, and construct the Wind Energy Project. Development activities include, but are not limited to those identified in Section 1.3.1, the installation of monitoring masts (MET Towers), sensors, guy wires, anchors, SODAR units, other temporary wind monitoring equipment, geotechnical studies and core sampling, permitting, photography and other visual studies, interconnection analysis, studies on wetlands, avian populations, presence of

endangered species, other environmental monitoring, and operation of all supporting equipment.

- 1.3.3 **Wind Energy Project Premises.** Tenant will determine the size, type, manufacturer, and precise location on the Property, of the Wind Energy Project. Tenant may locate all required infrastructure for the Wind Energy Project, as referenced in Section 1.3.1, (a) within a specified area, located within the Property or (b) anywhere within the Property provided that no turbine is located within 750 feet of any buildings as existing on the Effective Date, without prior written consent of Landlord. Tenant will provide Landlord with a site plan indicating the location of the Wind Energy Project, other structures showing the Premises and the Property boundaries to be appended to this Lease as Exhibit "B".
- 1.3.4 **Wind Energy Project Operation.** Tenant has the right to enter upon the Property at any time to conduct all activities necessary to repair, remove, maintain, service, and replace the Wind Energy Project.
- 1.4 **Exclusivity.** The interests granted to the Tenant under this Lease are exclusive and Landlord will not grant any lease, easement, or interest in or upon the Property as it relates to converting and delivering wind energy to electrical energy, to another person or entity, for the term of this Lease.
- 1.5 **Easement.** Landlord grants to Tenant a non-exclusive easement for ingress and egress to the Property, and to transmit electricity via utility lines, conduit, pipes, or poles to any interconnection point selected by the Tenant. The exact location of such Easements may later be appended as an additional Exhibit when and if they are exactly located and delineated.
- 1.6 **Financing.** (a) Tenant shall have the right to encumber its interest in the Property under this Lease and in the Facility by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any person or persons providing all or a portion of the financing for the Facility or any person or persons providing a refinancing of any such financing or any trustee for such person or persons (each, a "Financing Party"). Any such mortgage shall be inferior and subject to the prior right, title and interest of Landlord in the Site as set forth in this Lease. Without limitation to the foregoing, Landlord hereby consents to any such mortgage, lease, deed of trust or similar instrument or instruments, security agreement, fixture filing, financing statements, or similar instrument or instruments in favor of any Financing Party, and agrees that such Financing Party shall have the right to access the Property without impairment by Landlord for the purpose of Financing Party proceeding to obtain possession of the Facility and any parts of the Facility which represent collateral for the Financing Party's financing to the Tenant in order for Financing Party to proceed with Financing Party's rights in and to any and all such collateral, including but not limited to the right to proceed with a sale of such collateral. In such event, Financing Party shall be responsible to Landlord solely for the rent under this Lease during such time period as Financing Party exercises its right of access.

(b) In the event of a foreclosure or seizure of Tenant's rights or property or the exercise of any other right under any security agreement granted by Tenant to a Financing Party, Landlord agrees to permit each Financing Party to exercise any and all rights of Tenant

hereunder. Landlord further agrees to give each Financing Party sixty (60) days notice of any Payment Default by Tenant and ninety (90) days notice of any Non-payment Default by Tenant hereunder. In the event of a Non-payment default a reasonable further opportunity to cure such default shall be provided if weather or access to the Premise is physically difficult before Landlord exercises any rights or remedies against Tenant as a result of such default. Landlord agrees to execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 15, subject only to the condition precedent that the Tenant is not at the time of such request in default of its payment obligations hereunder. Landlord shall be timely provided with current addresses for all financing parties and their assignees.

2. Lease Term

- 2.1 **Term.** This Lease is comprised of a Development Term and Operation Term defined below. All rights under this Lease will commence at the Effective Date.
- 2.2 **Development Term.** The Development Term will commence at the Effective Date with an initial period of four years. Activities conducted during the Development Term will be consistent with those defined in Section 1.3.2.
- 2.2.1 **Extension.** Tenant has the right to extend the Development Term two consecutive terms of one year each. Tenant must give Landlord written notice of intent to extend the Development Term 30 days prior to expiration of Development Term.
- 2.2.2 **Expiration.** The Development Term will expire at the earlier of (1) the commencement of the Operation Term, as defined in Section 2.3, and (2) the expiration of the Development Term and extensions.
- 2.3 **Operation Term.** The Operations Term will extend for 40 years, commencing at the date the Wind Energy Project first delivers electrical energy to the electric utility grid, onsite user, or any other buyer (“Commercial Operation Date”).

3. Lease Payments

- 3.1 **Development Term Fee.** Prior to the Commercial Operation Date, Tenant will pay Landlord:
- (a) a Development Term Fee of \$ _____ per year subject to this agreement annually for the initial four year Development Term. The first payment is due within 30 days of the signing of this Lease and subsequent payments are due yearly at the anniversary of the Effective Date.
 - (b) a Development Term Fee of _____ per year subject to this agreement annually for any Extension of the Development Term. Payment is due on the fourth and fifth anniversary of the Effective Date, as applicable.
 - (c) a _____ if this lease agreement is entered into on or prior to January 15, 2009.
 - (d) _____ annually for each MET Tower installed on the property covered by this agreement.

The Development Term Fee will cease at the Commercial Operation Date or if this Lease terminates under Section 9, with Landlord receiving pro rata share of payments.

- 3.2 **Operation Term Fee.** After the commencement of Commercial Operations, Tenant will pay Landlord:
- (a) _____ per wind turbine generator installed on the property covered by this agreement within 30 days of the completion of installation activities associated with each wind turbine,
 - (b) for years one through twenty of the Operation Term, an Operation Term Fee royalty payment equal to _____ of any and all wind turbine generators installed on the property covered by this agreement.
 - (c) for years twenty one through forty of the Operation Term, an Operation Term Fee royalty payment equal to _____ of any and all wind turbine generators installed on the property covered by this agreement.

Payments to Landlord made in accordance with paragraph (b) and (c) of this Section 3.2 shall not be less than _____. Payments to Landlord made in accordance with paragraph (b) and (c) of this Section 3.2 shall be made within 60 days of the end of each six month period ending June 30th and December 31st.

4. Tenant's Covenants/Duties

- 4.1 **Applicable Laws.** Tenant will at all times comply with federal, state, and local laws, statutes, ordinances, rules, regulations, judgments, and all other valid orders of any governmental authority with respect to Tenant's activities. Tenant will obtain all licenses and permits required to conduct activities associated with developing and operating the Wind Energy Project. Tenant reserves the right to contest or appeal any law, statute, ordinance, rule, regulation, judgment, or order brought against the Tenant or Landlord regarding the leased Property or Wind Energy Project.

- 4.2 **Insurance.** Tenant will maintain liability insurance covering the Wind Energy Project and Tenant's activities conducted on the Property during the Development and Operation Terms. The amount of insurance coverage must be at least \$1,000,00.00. Insurance coverage may be provided as part of a blanket policy that covers other wind facilities and Tenant activities. Landlord will be included as an insured under Tenant's insurance policy. Tenant will give written notice to Landlord within thirty (30) days of any cancellation or material change in insurance coverage.
- 4.3 **Liens.** Tenant will keep the Property free and clear of all liens and claims of liens for labor, materials, services, supplies, and equipment performed on the Property and associated with the Wind Energy Project. Tenant may contest any such lien but must post bond or use other available means to remove lien created during the contested proceeding. Tenant is otherwise required to remove any such liens within sixty (60) days of notice of its creation.
- 4.4 **Hazardous Materials.** Tenant will not store, use, dispose of, release or cause or permit to be stored, used, disposed of, or released on or under the Property during the Term, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be needed to construct, operate, maintain, and decommission the Wind Energy Project in compliance with applicable laws.
- 4.5 **Taxes.** Tenant will pay all personal property taxes attributable to the Wind Energy Project installed on the Property. Tenant will submit a request to the governing tax assessor to itemize taxes on the Wind Energy Project and Tenant may choose to pay this tax directly to assessor or reimburse Landlord of all increases in real property taxes resulting from the Wind Energy Project installation. Landlord is responsible for taxes on the underlying Property itself and those taxes attributable to all other facilities or improvements installed by Landlord.
- 4.6 **Restoration.** Within 12 months of the termination of this Lease, Tenant will return Property to as reasonable condition as practicable as it was in before the Effective Date, by removing from the Premises all fixtures associated with the Wind Energy Project, including towers, footings, concrete pads, anchors, buildings, cables, and other equipment. Tenant is not required to remove foundations, pipes, conduit, wire, structures and other fixtures located more than three feet below ground.
- 4.7 **Inspection Of Records.** Not more than twice a year Landlord shall have the right by appointment at Tenant's office during normal business hours, personally or by representative, to inspect the utilities statements received by the Tenant and any other books and records of the Tenant for the purpose of verifying the payments due under this Agreement. Landlord agrees to keep confidential all information inspected or obtained by Landlord or his or her representative and shall provide, if requested by Tenant, a confidentiality agreement.
- 4.8 **Landlord's Rights.** Nothing herein provided shall hinder or obstruct the use of the real property for farming, hunting, conservation or any other purposes that do not impede or obstruct the Tenant in any manner in carrying out the purposes and intent of this Agreement.
- 4.9 **Review of Plans.** The Tenant shall provide Landlord its plans of construction indicating the location of the wind turbines, roads and power lines before final construction or location thereof. Tenant shall work with Landlord to accommodate alternate locations suggested by Landlord, and Landlord shall adjust its plans accordingly if the alternate location is expected

to result in similar or greater electricity generation from the project, and the cost of the alternative location is equal to or less than the original proposed location. Similar will mean within 99% of capacity factor of Company's proposed location.

- 4.10 **Crop Damage.** In the event of crop damage suffered by Landlord during the construction phase as provided in this Agreement, Tenant shall pay fair compensation for such losses or damages. In the event there is no agreement as to the value or amount of the fair compensation, the issue shall be determined by arbitration by the American Arbitration Association or other arbitrator agreed upon by the parties hereto. Tenant shall have no obligation for the loss of income of whatever nature that might otherwise have been received by the Landlord subsequent to the construction phase.
- 4.11 **Removal of Timber.** In the event that timber is required to be removed from the premises to allow for the construction of wind turbines, roads and power lines on the Landlord's property, Tenant agrees to compensate Landlord at the then market value of any stumpage removed.

5. Landlord's Covenants.

- 5.1 **Title.** Landlord is the sole Landlord of the Property, held in fee simple title. Landlord and each person signing this Lease on behalf of Landlord is authorized to do so and all persons having an ownership interest in the Property (including spouses) are signing this Lease. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord, according to its terms.
- 5.2 **Quiet Enjoyment.** Tenant has the right to quiet use and enjoyment of the Property in accordance with this Lease. Landlord or a person acting on behalf of Landlord may not interfere in any way with the rights of Tenant.
- 5.3 **Hazardous Materials.** Landlord has not stored, used, disposed of, released on or under the Property prior to the Effective Date, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be allowed by law. After the Effective date, Landlord will not store, use, dispose of, or release any matter listed above, except as allowed by law.
- 5.4 **Liens.** Except as disclosed in writing by Landlord on Exhibit "D" attached hereto, there are no other liens, encumbrances, leases, mortgages, deeds, or other exceptions (collectively, "Liens") to Landlord's title to the Property. Landlord shall cooperate with Tenant to obtain non-disturbance agreements from each party that holds a Lien that may interfere with Tenant's rights under this Lease. If Landlord is unable to obtain a non-disturbance agreement from a Lien that is senior to this Lease, Tenant can elect to make payments on that Lien if Landlord is in default. Tenant may offset those payments from amounts due to Landlord under this Lease. Any Lien senior to this Lease that Landlord enters into after the Effective Date will be accompanied by a non-disturbance and attornment agreement from the lienholder.
- 5.4.1 A non-disturbance and attornment agreement shall prohibit the lienholder from disturbing Tenant's possessions or rights under the Lease so long as the Tenant continues to abide by the terms of this Lease and agrees to make all payments due hereunder to lienholder in the event of an Landlord default.

- 5.5 **Cooperation.** Landlord agrees to sign all permit and financing applications and other documents related to the development and operation of the Wind Energy Project, without delay. Landlord agrees to join with Tenant in all grants for rights of ways, easements, zoning variances, and approvals necessary for development of the Wind Energy Project. All costs incurred by Landlord in Section 5.5 will be paid by Tenant.
- 5.6 **Property Taxes.** Landlord agrees to pay all real property taxes and assessments on the Property, excluding those attributable to the Wind Energy Project. If Landlord fails to pay taxes, Tenant may choose to pay them, and deduct the amount from payment required under this Lease. If local tax assessor refuses to levy individual tax assessments to the real property and Wind Energy Project, Tenant agrees to reimburse Landlord for portion of taxes attributable to Wind Energy Project.
- 5.7 **Landlord's Use and Improvements.** Landlord may not use the land in such a way that would materially impede the ability of the Wind Energy Project to function as intended, including, but not limited to, installation of any improvements on the Property after the Effective Date, over 20 feet tall or within 750 feet of the Wind Energy Project without prior written consent of Tenant. Nor may Landlord grant a third party an interest in the Property that may interfere with the Wind Energy Project, without written consent of the Tenant.
- 5.8 **Lateral Support.** Tenant shall have the right to lateral support for the wind power facilities on the property to whatever extent is necessary for the safe construction and maintenance of the facilities. Landlord shall not excavate so near the area of the wind power facilities so as to undermine or otherwise adversely affect their stability.
- 6. Indemnification.**
- 6.1 Each party (the "Indemnifying Party") will defend, hold harmless, and indemnify the other party and the other party's officers, directors, representatives, mortgagees, and agents (the "Indemnified Party") against any losses, damages, claims, liabilities, and expenses for physical damage to property or personal injury to any person, and arising out of (1) any activity conducted by Indemnifying Party on the Property, (2) any negligent or intentional act or omission committed by the Indemnifying Party, (3) any breach of this Lease by the Indemnifying Party. This indemnification will not apply to any loss, liability, claim, damage, or expense caused by the negligent or intentional act or omission of the Indemnified Party. This indemnification will survive the term of this Lease.
- 7. Assignment; Encumbrance of Lease.**
- 7.1 **Tenant.** Tenant may transfer or assign any or all rights under this Lease without the Landlord's consent, provided that the terms of any transfer are consistent with this Lease. Tenant's obligation and liability under this Lease will remain until its assignee/purchaser has assumed in writing all of the obligations of Tenant under this Lease.
- 7.2 **Landlord's Assignability.** Landlord has the right to sell the Property and upon such sale to assign its rights under this Lease to the purchaser of the Property provided, however, that Landlord's rights hereunder are contingent on the purchaser assuming in writing all of the obligations of Landlord under this Lease.

- 7.3 **Successors.** This Lease will obligate all heirs, successors, and assigns of the parties.
8. **Condemnation.** If Property or portion thereof is subject to Condemnation or purchased by federal, state, or local government through the power of eminent domain, the Tenant may terminate this Lease upon the government's vesting of title or taking possession. Landlord and Tenant shall use all reasonable and diligent efforts, each at its own expense, to contest such taking. The Tenant is entitled to an award in any condemnation proceeding to compensate for the cost of removing or relocating the Wind Energy Project, the loss of Property use, and other lost value attributed to the taking.
9. **Termination.** This Lease will terminate when any of the following events occur:
- 9.1 Tenant elects to terminate, which becomes effective 60 days after written notice to Landlord. Landlord is entitled to pro rata share of payments due through, and at the date of termination.
- 9.2 The Tenant fails to reach the Commercial Operation Date before expiration of the Development Term. Landlord may agree to waive this clause.
- 9.3 Upon expiration of the Operations Term.
- 9.4 A party defaults on this lease, and the non-defaulting party elects to terminate this lease as referred to in Section 10.
10. **Default.**
- 10.1 **Event of Default.** If an event of default occurs, the non-defaulting party may terminate this Lease. An event of default includes:
- 10.1.1 Any material breach of this Lease that remains uncured after 60 days written notice from the non-breaching party,
- 10.1.2 Nonpayment by either party as required by this Lease, which remains uncured after 60 days written notice from the non-breaching party. The defaulting party may challenge the amount owed and initiate dispute resolution, as defined in Section 15, provided such action commences within the above 60-day period.
11. **Force Majeure.** The parties are not liable or responsible for any delay in carrying out the terms of this Lease caused by any act of God, fire, sabotage, shortage of labor or materials, inclement weather, war, restrictive government laws or regulations, or for any other reason outside the control of the parties.
12. **Miscellaneous.**
- 12.1 **Governing Law.** This Lease is governed and interpreted in accordance with the laws of the State of Maine.
- 12.2 **Severability.** If any term of this Lease is for any reason invalid or unenforceable, the rest of this Lease remains in full effect.

- 12.3 **Headings.** The headings in this Lease are for convenience only and should not be construed to affect the construction or interpretation of this Lease.
- 12.4 **Waiver/Alteration.** Any term of this lease may be waived, amended, or added as mutually agreed upon in writing by the parties. Any changes will be attached as an addendum to this Lease.
- 12.5 **Entire Agreement.** This Lease constitutes the entire agreement between the parties pertaining to its subject matter.
13. **Record of Lease.** Landlord and Tenant agree that this Lease will not be recorded in the public records. The parties will execute a Notice of Lease setting forth a description of the property and other terms of this Lease, but excluding all terms relating to payments to Landlord, as set forth in Exhibit "B". The Notice of Lease will be recorded in the Registry of Deeds for the Property's location. Any subsequent amendments of this Lease, including all easements subsequently entered into in accordance with this Lease, shall be reflected by filing with the County an appropriate Notice of Amendment to Lease. The cost of recording all documents shall be borne by the Tenant.
14. **Confidentiality.** The parties will maintain in confidence all information pertaining to the terms of the Lease except as necessary to complete this transaction, including disclosure to the parties' officers, directors, attorneys, accountants, consultants, financing sources, and as required by law.
15. **No Assurance as to Development.** Landlord explicitly agrees and acknowledges: (i) that the business of developing electric generation facilities is subject to many significant risks, including but not limited to the need to obtain land use approvals and environmental permits, the need to obtain financing and the need to obtain power sales contracts with credit-worthy purchasers; (ii) that the Tenant may not be successful in its efforts to develop, finance and construct a Facility on the Site; and (iii) that, in the event the Tenant does not obtain approvals, permits, financing and contracts acceptable to it in its sole discretion, the Lease will terminate pursuant to the terms herein and Tenant shall have no further liability to the Landlord of any kind other than those financial obligations specifically set forth herein. The Landlord hereby agrees and acknowledges that the Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of the Tenant successfully developing, financing and/or constructing a Facility on the Site and the Landlord receiving Rent hereunder. Nothing in this Section, however, shall preclude Tenant from electing to declare an Early Commissioning Date, If requested by Landlord, Tenant agrees to provide the Landlord with periodic updates on the Tenant's progress in its development efforts for the Facility.
16. **Arbitration.** Any dispute arising out of this Lease, will be settled by mediation where the parties mutually agree upon the third party mediator. If a party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference or if a party has waived its right to mediate any issues in dispute, then any unresolved dispute arising out of or relating to this Lease or breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association.
17. **Notice.** All notices required by this Lease shall be made in writing and delivered either personally or by certified mail to the parties respective addresses set forth below.

(Signature Page to Follow)

LANDLORD

Landlord

By: Mr. Richard Nemi

Richard Nemi

Date: 1/20/2009

Address:

327 Warren Hill Road

Jay, ME 04239

TENANT

Patriot Renewables, LLC

By: Jay Cushman

Jay Cushman

Date: _____

Address:

Patriot Renewables, LLC

549 South Street, P.O. Box 692396

Quincy, MA 02269

STATE OF MAINE

Franklin SS.

On this 20 day of Jan., 2008, before me, the undersigned notary public, personally appeared RICHARD NEMI of Patriot Renewables, LLC [~~corporation~~], proved to me through satisfactory evidence of identification, ~~which was a Maine 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~~ of ~~said corporation~~.

Jane M. Reid

Notary Public

My Commission Expires:

IONE M. REID
Notary Public
My Commission Expires
March 3, 2012

COMMONWEALTH OF MASSACHUSETTS

Norfolk SS.

On this 20th day of January, 2008, before me, the undersigned notary public, personally appeared Jay Cushman, as owner of Patriot Renewables, 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 said [corporation].

Meghan O'Connell

Notary Public

My Commission Expires:

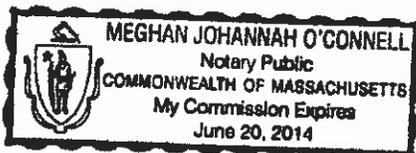


Exhibit A
Property Description

Exhibit B
Wind Energy Project Premises

**Exhibit C
Notice of Lease**

This Notice of Lease is made this 20 day of JANUARY, 2008⁹, between Patriot Renewables, LLC, LLC, of 549 South Street, P.O. Box 692396, Quincy, MA 02269 (the "Tenant") and Richard Nemi 327 Warren Hill Rd. Jay, ME 04239 (the "Landlord").

Background

- A. The parties have entered into a Lease dated JANUARY 20, 2008⁹ for use of property identified below.
- B. The parties agree to record this Notice of Lease in the Registry of Deeds where the property is located.

Conditions

- 1. **Property Description.** Landlord leases to Tenant land located on Canton Mountain in Canton, Maine listed as Acres as map 10 lot 12 and map ~~10~~ lot ~~14~~ in the Town of Canton Tax RM Records Attachment 1 to Notice of Lease.
- 2. **Scope.** Landlord and Tenant agree to enter into a land lease agreement for the purpose of developing and operating a Wind Energy Project for at least 40 years unless otherwise indicated in the Lease.
- 3. **Assignment.** Tenant can assign the terms of the lease, without consent of Landlord.
- 4. **Addresses.** The parties addresses as set forth in the Wind Energy Project Land Lease are:

LANDLORD

Mr. Richard Nemi
327 Warren Hill Rd.
Jay, ME 04239

TENANT

Patriot Renewables, LLC
549 South Street, P.O. Box 692396
Quincy, MA 02269

(Signature Page to Follow)

LANDLORD

Landlord

By: Mr. Richard Nemi Richard Nemi

Date: 1/20/2009

Address:

327 Warren Hill Rd.

Jay, ME 04239

TENANT

Patriot Renewables, LLC

By: Jay Cashman [Signature]

Date: _____

Address:

Patriot Renewables, LLC

549 South Street, P.O. Box 692396

Quincy, MA 02269

STATE OF MAINE

Franklin SS.

On this 20 day of Jan., 2009, before me, the undersigned notary public, personally appeared RICHARD NEMI, ~~is~~ of _____ [~~corporation~~], proved to me through satisfactory evidence of identification, which ~~was a Maine 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 ~~is~~ _____ of [~~said corporation~~].

[Signature]
Notary Public

My Commission Expires:

IONE M. REID
Notary Public
My Commission Expires
March 3, 2012

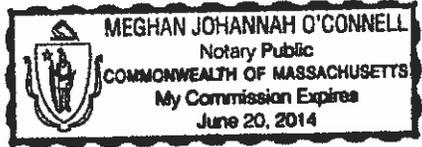
COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

On this 20th day of January, 2009, before me, the undersigned notary public, personally appeared Jay Cashman, as owner of Patriot Renewables [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 said [corporation].

[Signature]
Notary Public

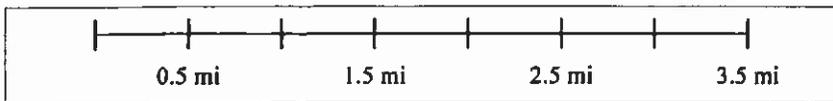
My Commission Expires:



**Attachment 1 to Notice of Lease
Property Description**

[Copy Exhibit A]

Exhibit A - Property Description



Canton, Maine

Exhibit D
Landlord's Disclosure of Liens

WIND ENERGY LAND LEASE

This Wind Energy Land Lease (the "Lease") is made this 27 day of Jan, 2009, (the "Effective Date") between Patriot Renewables, LLC, of 549 South Street, P.O. Box 692396, Quincy, MA 02269 (the "Tenant") and Mark and Donna Brann of 833 Canton Point Dixfield, ME 04224 ("Landlord").

Background

Landlord owns property on Canton Mountain in Canton, Maine listed map 10 lot 15 listed as 70.5 acres and map 10 Lot 16 at 70.5 acres in the Town of Canton Tax Records (the "Property") Tenant is interested in evaluating Landlord's property to determine whether certain areas would be viable for developing a Wind Energy Project (as that term is defined below) that would consist of the installation of one or more Wind Turbine Generators ("WTG") on the subject property. If one or more areas, typically the highest points on the property and/or near ridgeline areas, are deemed acceptable for the installation of a WTG; the Tenant will use its best efforts to minimize its development footprint for each WTG installed. As described below, the final developed footprint for each WTG installed is relatively small, usually encompassing less than 800 square feet. The remaining development needs would be those required to build an access road to the WTG locations and the access required to install a transmission line from the WTG's to a nearby utility line. To the extent feasible, existing roads and transmission lines will be used. As described below in Section 5.7, Landlord shall have the right to use the remainder of its property as it desires, as long as Landlord's subsequent uses do not impede the ability of the Wind Energy Project to operate as intended.

- A. Tenant and Landlord agree to enter into this exclusive Lease granting Tenant the right to develop, own, and operate a wind energy project on the Property.

The Conditions of this Lease are as follows:

1. Scope of Lease

- 1.1 **Lease.** In consideration of the fees set forth below, the Landlord exclusively leases Property to Tenant for the purpose of developing, constructing, operating, and maintaining a Wind Energy Project (the "Wind Energy Project") on the Property.
- 1.2 **Premises.** The Premises shall consist of that portion of the Property as referred to in Section 1.3.3
- 1.3 **Purpose and Use.** Tenant will use the Premises only for the purpose of developing, constructing, maintaining, and operating a Wind Energy Project.
- 1.3.1 **Wind Energy Project Defined.** The term "Wind Energy Project" shall mean all infrastructure and activity required to collect, transmit, and convert electrical energy from wind energy, including, but not limited to: (a) One or more wind turbine generators and related towers, foundations, and electrical controllers; (b) above and below ground electrical distribution and transmission power lines and towers, meters, transformers, substations, and other equipment required for production and delivery of electrical energy, (c) access roads for construction and maintenance, and (d) buildings, fences, and all other required appurtenances. Any structures, equipment and facilities developed,

constructed, or installed by or on behalf of the Tenant on the Property for the Wind Energy Project in accordance with the provisions of this Section 1.3 are referred to collectively as the "Facility".

- 1.3.2 Wind Energy Project Development.** Tenant has the right to enter upon the Property at any time and conduct all activities necessary to study, design, develop, and construct the Wind Energy Project. Development activities include, but are not limited to those identified in Section 1.3.1, the installation of monitoring masts (MET Towers), sensors, guy wires, anchors, SODAR units, other temporary wind monitoring equipment, geotechnical studies and core sampling, permitting, photography and other visual studies, interconnection analysis, studies on wetlands, avian populations, presence of endangered species, other environmental monitoring, and operation of all supporting equipment.
- 1.3.3 Wind Energy Project Premises.** Tenant will determine the size, type, manufacturer, and precise location on the Property, of the Wind Energy Project. Tenant may locate all required infrastructure for the Wind Energy Project, as referenced in Section 1.3.1, (a) within a specified area, located within the Property or (b) anywhere within the Property provided that no turbine is located within 750 feet of any buildings as existing on the Effective Date, without prior written consent of Landlord. Tenant will provide Landlord with a site plan indicating the location of the Wind Energy Project, other structures showing the Premises and the Property boundaries to be appended to this Lease as Exhibit "B".
- 1.3.4 Wind Energy Project Operation.** Tenant has the right to enter upon the Property at any time to conduct all activities necessary to repair, remove, maintain, service, and replace the Wind Energy Project.
- 1.3.5 Coexistence of Wind Energy Project and Landlord's Uses.** Once the Wind Energy Project is built, the actual footprint occupied by each Wind Turbine Generator ("WTG") is typically less than 800 square feet (per WTG). Therefore, there is substantial opportunity for the Landlord to utilize the remainder of the Property not utilized by the Wind Energy Project, as long as such use does not hinder the operation of the Wind Energy Project as noted in more detail in Section 5.7 below.
- 1.4 Exclusivity.** The interests granted to the Tenant under this Lease are exclusive and Landlord will not grant any lease, easement, or interest in or upon the Property as it relates to converting and delivering wind energy to electrical energy, to another person or entity, for the term of this Lease.
- 1.5 Easement.** Landlord grants to Tenant a non-exclusive easement for ingress and egress to the Property, and to transmit electricity via utility lines, conduit, pipes, or poles to any interconnection point selected by the Tenant. The exact location of such Easements may later be appended as an additional Exhibit when and if they are exactly located and delineated.
- 1.6 Financing.** (a) Tenant shall have the right to encumber its interest in the Property under this Lease and in the Facility by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any person or persons providing all or a portion of the financing for the Facility or any person or persons providing a refinancing of any such

financing or any trustee for such person or persons (each, a "Financing Party"). Any such mortgage shall be inferior and subject to the prior right, title and interest of Landlord in the Site as set forth in this Lease. Without limitation to the foregoing, Landlord hereby consents to any such mortgage, lease, deed of trust or similar instrument or instruments, security agreement, fixture filing, financing statements, or similar instrument or instruments in favor of any Financing Party, and agrees that such Financing Party shall have the right to access the Property without impairment by Landlord for the purpose of Financing Party proceeding to obtain possession of the Facility and any parts of the Facility which represent collateral for the Financing Party's financing to the Tenant in order for Financing Party to proceed with Financing Party's rights in and to any and all such collateral, including but not limited to the right to proceed with a sale of such collateral. In such event, Financing Party shall be responsible to Landlord solely for the rent under this Lease during such time period as Financing Party exercises its right of access.

(b) In the event of a foreclosure or seizure of Tenant's rights or property or the exercise of any other right under any security agreement granted by Tenant to a Financing Party, Landlord agrees to permit each Financing Party to exercise any and all rights of Tenant hereunder. Landlord further agrees to give each Financing Party sixty (60) days notice of any Payment Default by Tenant and ninety (90) days notice of any Non-payment Default by Tenant hereunder. In the event of a Non-payment default a reasonable further opportunity to cure such default shall be provided if weather or access to the Premise is physically difficult before Landlord exercises any rights or remedies against Tenant as a result of such default. Landlord agrees to execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 15, subject only to the condition precedent that the Tenant is not at the time of such request in default of its payment obligations hereunder. Landlord shall be timely provided with current addresses for all financing parties and their assignees.

2. Lease Term

- 2.1 **Term.** This Lease is comprised of a Development Term and Operation Term defined below. All rights under this Lease will commence at the Effective Date.
- 2.2 **Development Term.** The Development Term will commence at the Effective Date with an initial period of four years. Activities conducted during the Development Term will be consistent with those defined in Section 1.3.2.
- 2.2.1 **Extension.** Tenant has the right to extend the Development Term two consecutive terms of one year each. Tenant must give Landlord written notice of intent to extend the Development Term 30 days prior to expiration of Development Term.
- 2.2.2 **Expiration.** The Development Term will expire at the earlier of (1) the commencement of the Operation Term, as defined in Section 2.3, and (2) the expiration of the Development Term and extensions.
- 2.3 **Operation Term.** The Operations Term will extend for 40 years, commencing at the date the Wind Energy Project first delivers electrical energy to the electric utility grid, onsite user, or any other buyer ("Commercial Operation Date").

3. Lease Payments

- 3.1 **Development Term Fee.** Prior to the Commercial Operation Date, Tenant will pay Landlord:
- (a) a Development Term Fee of \$_____ subject to this agreement annually for the initial four year Development Term. The first payment is due within 30 days of the signing of this Lease and subsequent payments are due yearly at the anniversary of the Effective Date.
 - (b) a Development Term Fee of \$_____ subject to this agreement annually for any Extension of the Development Term. Payment is due on the fourth and fifth anniversary of the Effective Date as applicable.
 - (c) _____ this lease agreement is entered into on or prior to January 28, 2008.
 - (d) _____ annually for each MET Tower installed on the property covered by this agreement.

The Development Term Fee will cease at the Commercial Operation Date or if this Lease terminates under Section 9, with Landlord receiving pro rata share of payments.

- 3.2 **Operation Term Fee.** After the commencement of Commercial Operations, Tenant will pay Landlord:
- (a) _____ generator installed on the property covered by this agreement within 30 days of the completion of installation activities associated with each wind turbine,
 - (b) for years one through twenty of the Operation Term, an Operation Term Fee royalty payment equal to _____ of any and all wind turbine generators installed on the property covered by this agreement.
 - (c) for years twenty one through forty of the Operation Term, an Operation Term Fee royalty payment equal to _____ of any and all wind turbine generators installed on the property covered by this agreement.

Payments to Landlord made in accordance with paragraph (b) and (c) of this Section 3.2 shall not be less than _____. Payments to Landlord made in accordance with paragraph (b) and (c) of this Section 3.2 shall be made within 60 days of the end of each six month period ending June 30th and December 31st.

4. Tenant's Covenants/Duties

- 4.1 **Applicable Laws.** Tenant will at all times comply with federal, state, and local laws, statutes, ordinances, rules, regulations, judgments, and all other valid orders of any governmental authority with respect to Tenant's activities. Tenant will obtain all licenses and permits required to conduct activities associated with developing and operating the Wind Energy Project. Tenant reserves the right to contest or appeal any law, statute, ordinance, rule, regulation, judgment, or order brought against the Tenant or Landlord regarding the leased Property or Wind Energy Project.
- 4.2 **Insurance.** Tenant will maintain liability insurance covering the Wind Energy Project and Tenant's activities conducted on the Property during the Development and Operation Terms. The amount of insurance coverage must be at least \$1,000,000.00. Insurance coverage may be provided as part of a blanket policy that covers other wind facilities and Tenant activities.

Landlord will be included as an insured under Tenant's insurance policy. Tenant will give written notice to Landlord within thirty (30) days of any cancellation or material change in insurance coverage.

- 4.3 **Liens.** Tenant will keep the Property free and clear of all liens and claims of liens for labor, materials, services, supplies, and equipment performed on the Property and associated with the Wind Energy Project. Tenant may contest any such lien but must post bond or use other available means to remove lien created during the contested proceeding. Tenant is otherwise required to remove any such liens within sixty (60) days of notice of its creation.
- 4.4 **Hazardous Materials.** Tenant will not store, use, dispose of, release or cause or permit to be stored, used, disposed of, or released on or under the Property during the Term, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be needed to construct, operate, maintain, and decommission the Wind Energy Project and is in compliance with applicable laws.
- 4.5 **Taxes.** Tenant will pay all personal property taxes attributable to the Wind Energy Project installed on the Property. Tenant will submit request to governing tax assessor to itemize tax on Wind Energy Project and Tenant may choose to pay this tax directly to assessor or reimburse Landlord of all increases in real property taxes resulting from the Wind Energy Project installation. Landlord is responsible for taxes on the underlying Property itself and those taxes attributable to all other facilities or improvements installed by Landlord.
- 4.6 **Restoration.** Within 12 months of the termination of this Lease, Tenant will return Property to as reasonable condition as practicable as it was in before the Effective Date, by removing from the Premises all fixtures associated with the Wind Energy Project, including towers, footings, concrete pads, anchors, buildings, cables, and other equipment. Tenant is not required to remove foundations, pipes, conduit, wire, structures and other fixtures located more than three feet below ground.
- 4.7 **Inspection Of Records.** Not more than once a year Landlord shall have the right by appointment at Tenant's office during normal business hours, personally or by representative, to inspect the utilities statements received by the Tenant and any other books and records of the Tenant for the purpose of verifying the payments due under this Agreement. Landlord agrees to keep confidential all information inspected or obtained by Landlord or his or her representative and shall provide, if requested by Tenant, a confidentiality agreement.
- 4.8 **Landlords Rights.** Nothing herein provided shall hinder or obstruct the use of the real property for farming, hunting, conservation or any other purposes that do not impede or obstruct the Tenant in any manner in carrying out the purposes and intent of this Agreement.
- 4.9 **Review of Plans.** The Tenant shall provide Landlord its plans of construction indicating the location of the wind turbines, roads and power lines before final construction or location thereof. Tenant shall work with Landlord to accommodate alternate locations suggested by Landlord, and shall adjust its plans accordingly if the alternate location is expected to result in the same or greater electricity generation from the project, and the cost of the alternative location is equal to or less than the original proposed location.
- 4.10 **Crop Damage.** In the event of crop damage suffered by Landlord during the construction phase as provided in this Agreement, Tenant shall pay fair compensation for such losses or damages. In the event there is no agreement as to the value or amount of the fair

compensation, the issue shall be determined by arbitration by the American Arbitration Association or other arbitrator agreed upon by the parties hereto. Tenant shall have no obligation for the loss of income of whatever nature that might otherwise have been received by the Landlord subsequent to the construction phase.

- 4.11 **Removal of Timber.** In the event that timber is required to be removed from the premises to allow for the construction of wind turbines, roads and power lines on the Landlord's property, Tenant agrees to compensate Landlord at the then market value of any stumpage removed.

5. Landlord's Covenants.

- 5.1 **Title.** Landlord is the sole Landlord of the Property, held in fee simple title. Landlord and each person signing this Lease on behalf of Landlord is authorized to do so and all persons having an Landlordship interest in the Property (including spouses) are signing this Lease. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord, according to its terms.
- 5.2 **Quiet Enjoyment.** Tenant has the right to quiet use and enjoyment of the Property in accordance with this Lease. Landlord or a person acting on behalf of Landlord may not interfere in any way with the rights of Tenant.
- 5.3 **Hazardous Materials.** Landlord has not stored, used, disposed of, released on or under the Property prior to the Effective Date, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be allowed by law. After the Effective date, Landlord will not store, use, dispose of, or release any matter listed above, except as allowed by law.
- 5.4 **Liens.** Except as disclosed in writing by Landlord on Exhibit "D" attached hereto, there are no other liens, encumbrances, leases, mortgages, deeds, or other exceptions (collectively, "Liens") to Landlord's title to the Property. Landlord shall cooperate with Tenant to obtain non-disturbance agreements from each party that holds a Lien that may interfere with Tenant's rights under this Lease. If Landlord is unable to obtain a non-disturbance agreement from a Lien that is senior to this Lease, Tenant can elect to make payments on that Lien if Landlord is in default. Tenant may offset those payments from amounts due to Landlord under this Lease. Any Lien senior to this Lease that Landlord enters into after the Effective Date will be accompanied by a non-disturbance and attornment agreement from the lienholder.
- 5.4.1 A non-disturbance and attornment agreement shall prohibit the lienholder from disturbing Tenant's possessions or rights under the Lease so long as the Tenant continues to abide by the terms of this Lease and agrees to make all payments due hereunder to lienholder in the event of an Landlord default.
- 5.5 **Cooperation.** Landlord agrees to sign all permit and financing applications and other documents related to the development and operation of the Wind Energy Project, without delay. Landlord agrees to join with Tenant in all grants for rights of ways, easements, zoning variances, and approvals necessary for development of the Wind Energy Project. All costs incurred by Landlord in Section 5.5 will be paid by Tenant.
- 5.6 **Property Taxes.** Landlord agrees to pay all real property taxes and assessments on the Property, excluding those attributable to the Wind Energy Project. If Landlord fails to pay

taxes, Tenant may choose to pay them, and deduct the amount from payment required under this Lease. If local tax assessor refuses to levy individual tax assessments to the real property and Wind Energy Project, Tenant agrees to reimburse Landlord for portion of taxes attributable to Wind Energy Project.

- 5.7 **Landlord's Use and Improvements.** Landlord may not use the land in such a way that would material impede the ability of the Wind Energy Project to function, including, but not limited to, installation of any improvements on the Property after the Effective Date, over 20 feet tall or within 750 feet of the Wind Energy Project without prior written consent of Tenant. Nor may Landlord grant a third party an interest in the Property that may interfere with the Wind Energy Project, without written consent of the Tenant.
- 5.8 **Lateral Support.** Tenant shall have the right to lateral support for the wind power facilities on the property to whatever extent is necessary for the safe construction and maintenance of the facilities. Landlord shall not excavate so near the area of the wind power facilities so as to undermine or otherwise adversely affect their stability.
6. **Indemnification.** Each party (the "Indemnifying Party") will defend, hold harmless, and indemnify the other party and the other party's officers, directors, representatives, mortgagees, and agents (the "Indemnified Party") against any losses, damages, claims, liabilities, and expenses for physical damage to property or personal injury to any person, and arising out of (1) any activity conducted by Indemnifying Party on the Property, (2) any negligent or intentional act or omission committed by the Indemnifying Party, (3) any breach of this Lease by the Indemnifying Party. This indemnification will not apply to any loss, liability, claim, damage, or expense caused by the negligent or intentional act or omission of the Indemnified Party. This indemnification will survive the term of this Lease.
7. **Assignment; Encumbrance of Lease.**
- 7.1 **Tenant.** Tenant may transfer or assign any or all rights under this Lease without the Landlord's consent, provided that the terms of any transfer are consistent with this Lease. Tenant's obligation and liability under this Lease will remain until its assignee/purchaser has assumed in writing all of the obligations of Tenant under this Lease.
- 7.2 **Landlord's Assignability.** Landlord has the right to sell the Property and upon such sale to assign its rights under this Lease to the purchaser of the Property provided, however, that Landlord's rights hereunder are contingent on the purchaser assuming in writing all of the obligations of Landlord under this Lease.
- 7.3 **Successors.** This Lease will obligate all heirs, successors, and assigns of the parties.
8. **Condemnation.** If Property or portion thereof is subject to Condemnation or purchased by federal, state, or local government through the power of eminent domain, the Tenant may terminate this Lease upon the government's vesting of title or taking possession. Landlord and Tenant shall use all reasonable and diligent efforts, each at its own expense, to contest such taking. The Tenant is entitled to an award in any condemnation proceeding to compensate for the cost of removing or relocating the Wind Energy Project, the loss of Property use, and other lost value attributed to the taking.
9. **Termination.** This Lease will terminate when any of the following events occur:
- 9.1 Tenant elects to terminate, which becomes effective 60 days after written notice to Landlord. Landlord is entitled to pro rata share of payments due through, and at the date of termination.

- 9.2 The Tenant fails to reach the Commercial Operation Date before expiration of the Development Term. Landlord may agree to waive this clause.
- 9.3 Upon expiration of the Operations Term.
- 9.4 A party defaults on this lease, and the non-defaulting party elects to terminate this lease as referred to in Section 10.

10. Default.

- 10.1 **Event of Default.** If an event of default occurs, the non-defaulting party may terminate this Lease. An event of default includes:

- 10.1.1 Any material breach of this Lease that remains uncured after 60 days written notice from the non-breaching party,

- 10.1.2 Nonpayment by either party as required by this Lease, which remains uncured after 60 days written notice from the non-breaching party. The defaulting party may challenge the amount owed and initiate dispute resolution, as defined in Section 15, provided such action commences within the above 60-day period.

- 11. **Force Majeure.** The parties are not liable or responsible for any delay in carrying out the terms of this Lease caused by any act of God, fire, sabotage, shortage of labor or materials, inclement weather, war, restrictive government laws or regulations, or for any other reason outside the control of the parties.

12. Miscellaneous.

- 12.1 **Governing Law.** This Lease is governed and interpreted in accordance with the laws of the State of Maine.

- 12.2 **Severability.** If any term of this Lease is for any reason invalid or unenforceable, the rest of this Lease remains in full effect.

- 12.3 **Headings.** The headings in this Lease are for convenience only and should not be construed to affect the construction or interpretation of this Lease.

- 12.4 **Waiver/Alteration.** Any term of this lease may be waived, amended, or added as mutually agreed upon in writing by the parties. Any changes will be attached as an addendum to this Lease.

- 12.5 **Entire Agreement.** This Lease constitutes the entire agreement between the parties pertaining to its subject matter.

- 13. **Record of Lease.** Landlord and Tenant agrees that this Lease will not be recorded in the public records. The parties will execute a Notice of Lease setting forth a description of the property and other terms of this Lease, but excluding all terms relating to payments to Landlord, as set forth in Exhibit "B". The Notice of Lease will be recorded in the Registry of Deeds for the Property's location. Any subsequent amendments of this Lease, including all easements subsequently entered

into in accordance with this Lease, shall be reflected by filing with the County an appropriate Notice of Amendment to Lease. The cost of recording all documents shall be borne by the Tenant.

- 14. Confidentiality.** The parties will maintain in confidence all information pertaining to the terms of the Lease except as necessary to complete this transaction, including disclosure to the parties' officers, directors, attorneys, accountants, consultants, financing sources, and as required by law.
- 15. No Assurance as to Development.** Landlord explicitly agrees and acknowledges: (i) that the business of developing electric generation facilities is subject to many significant risks, including but not limited to the need to obtain land use approvals and environmental permits, the need to obtain financing and the need to obtain power sales contracts with credit-worthy purchasers; (ii) that the Tenant may not be successful in its efforts to develop, finance and construct a Facility on the Site; and (iii) that, in the event the Tenant does not obtain approvals, permits, financing and contracts acceptable to it in its sole discretion, the Lease will terminate pursuant to the terms herein and Tenant shall have no further liability to the Landlord of any kind other than those financial obligations specifically set forth herein. The Landlord hereby agrees and acknowledges that the Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of the Tenant successfully developing, financing and/or constructing a Facility on the Site and the Landlord receiving Rent hereunder. Nothing in this Section, however, shall preclude Tenant from electing to declare an Early Commissioning Date, If requested by Landlord, Tenant agrees to provide the Landlord with periodic updates on the Tenant's progress in its development efforts for the Facility.
- 16. Arbitration.** Any dispute arising out of this Lease, will be settled by mediation where the parties mutually agree upon the third party mediator. If a party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference or if a party has waived its right to mediate any issues in dispute, then any unresolved dispute arising out of or relating to this Lease or breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association.
- 17. Notice.** All notices required by this Lease shall be made in writing and delivered either personally or by certified mail to the parties respective addresses set forth below.

(Signature Page to Follow)

LANDLORD

Landlord

† By: Mark and Donna Brann Mark Brann

† Date: Donna Brann

March 9, 2009

Address:

RR 2 Box 2325 833 Centon Point Rd

Dixfield, ME 04224

TENANT

Patriot Renewables, LLC

By: Jay Cashman 

Date:

Address:

Patriot Renewables, LLC

549 South Street, P.O. Box 692396

Quincy, MA 002269

STATE OF MAINE

Oxford, ss.

On this 9th day of March, 2009, before me, the undersigned notary public, personally appeared Mark Brann, as Landlord of Wind Energy Land [Corporation], proved to me through satisfactory evidence of identification, which was a Maine 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 Landlord of [said corporation].

Charlotte M. Collins

Notary Public

My Commission Expires:

CHARLOTTE M. COLLINS

Notary Public, Maine

My Commission Expires October 20, 2011

COMMONWEALTH OF MASSACHUSETTS

Oxford, ss.

On this 9th day of March, 2009, before me, the undersigned notary public, personally appeared Donna Brann, as Landlord of Wind Energy Land [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 Landlord of said [corporation].

Charlotte M. Collins

Notary Public

My Commission Expires:

CHARLOTTE M. COLLINS

Notary Public, Maine

My Commission Expires October 20, 2011

LANDLORD

Landlord

By: Mark and Donna Brann _____

Date: _____

Address:

RR 2 Box 2325

Dixfield, ME 04224

TENANT

Patriot Renewables, LLC

By: Jay Cashman _____

Date: _____

Address:

Patriot Renewables, LLC

549 South Street, P.O. Box 692396

Quincy, MA 02269

COMMONWEALTH OF MASSACHUSETTS

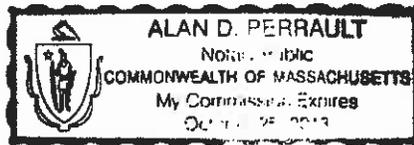
_____, SS
30th

On this 9 day of March, 2008, before me, the undersigned notary public, personally appeared Jay (Z) Cashman, as member of Patriot Renewables, 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 member of said [corporation].

Alan D. Perrault

Notary Public

My Commission Expires:

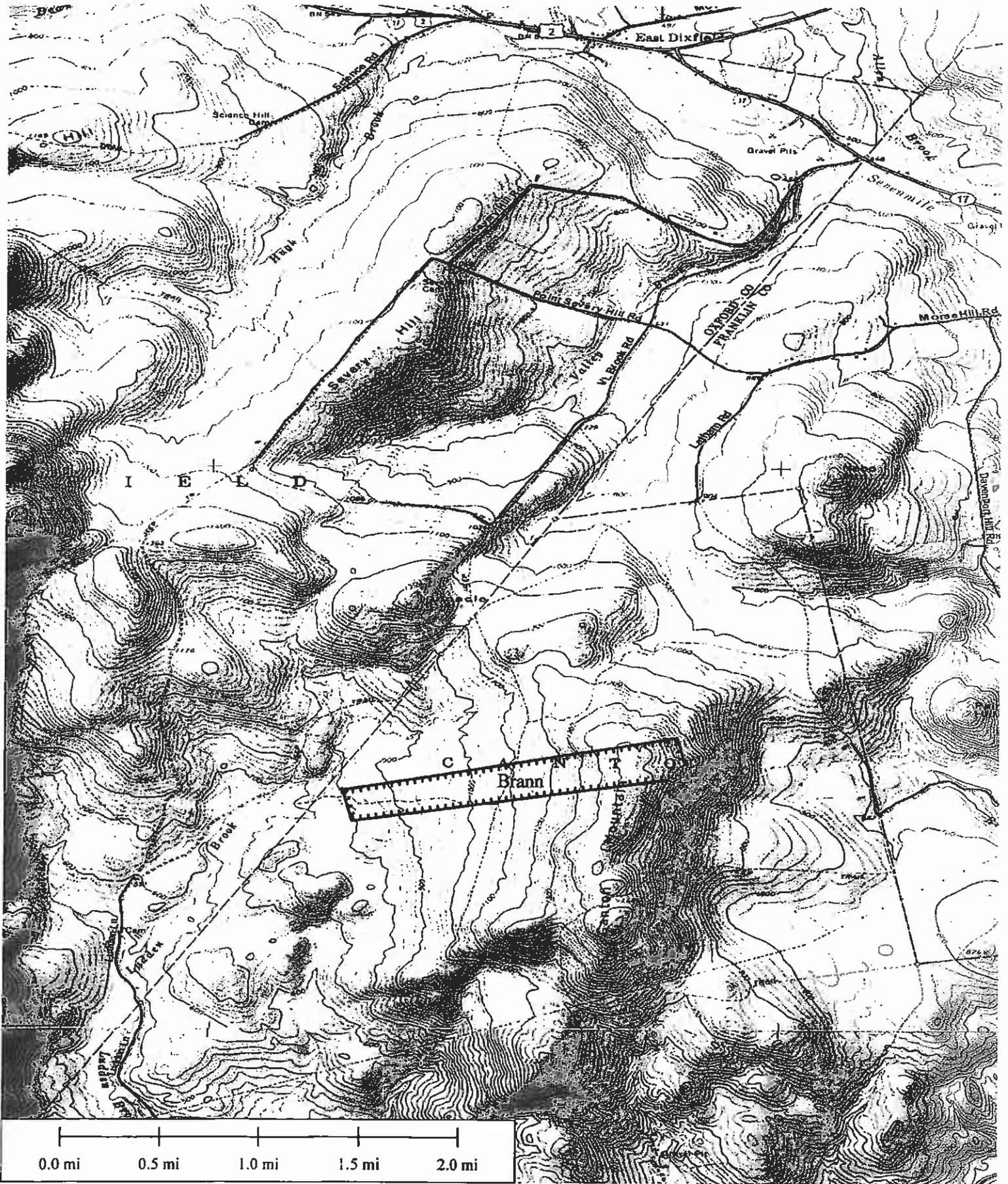


May 8, 2007

Wind Energy Land Lease - Exhibit A Confidential

Exhibit A
Property Description

Exhibit A: Property Description



Canton, Maine

May 8, 2007

Wind Energy Project Lease - Exhibit B Confidential

Exhibit B
Wind Energy Project Premises

**Exhibit C
Notice of Lease**

This Notice of Lease is made this 27 day of Jan, 2008^{MB} between Patriot Renewables, LLC, LLC, of 549 South Street, P.O. Box 692396, Quincy, MA 02269 (the "Tenant") and Mark and Donna Brann of 833 Canton Point Dixfield, ME 04224 (the "Landlord").

Background

- A. The parties have entered into a Lease dated Jan 27, 2008^{MB} for use of property identified below.
- B. The parties agree to record this Notice of Lease in the Registry of Deeds where the property is located.

Conditions

- 1. **Property Description.** Landlord leases to Tenant land located on Canton Mountain in Canton, Maine listed as Map 10 lot 15 listed as 70.5 acres and map 10 Lot 16 at 70.5 acres in the Town of Canton Tax Records Addendum 1 to Notice of Lease.
- 2. **Scope.** Landlord and Tenant agree to enter into a land lease agreement for the purpose of developing and operating a Wind Energy Project for at least 40 years unless otherwise indicated in the Lease.
- 3. **Assignment.** Tenant can assign the terms of the lease, without consent of Landlord.
- 4. **Addresses.** The parties addresses as set forth in the Wind Energy Project Land Lease are:

LANDLORD

Mark and Donna Brann
833 Canton Point
Dixfield, ME 04224

TENANT

Patriot Renewables, LLC
549 South Street, P.O. Box 69239
Quincy, MA 02269

(Signature Page to Follow)

May 8, 2007

LANDLORD

Landlord

X By: Mark and Donna Brann Mark Brann

X Date: Donna Brann

Date: January 27, 2009

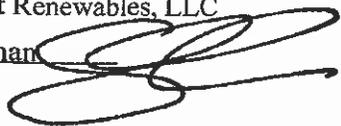
Address:

833 Canton Point

Dixfield, ME 04224

TENANT

Patriot Renewables, LLC

By: Jay Cashman 

Date:

Address:

Patriot Renewables LLC

549 South Street, P.O. Box 692396

Quincy, MA 02269

STATE OF MAINE

Dixfield, SS.

MB

09

On this 27th day of January, 2007, before me, the undersigned notary public, personally appeared Mark Brann, as Landlord of Wind Energy Land Lease [corporation], proved to me through satisfactory evidence of identification, which was a Maine 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 Landlord of [said corporation].

Charlotte M. Collins
Notary Public

My Commission Expires:

CHARLOTTE M. COLLINS
Notary Public, Maine

My Commission Expires October 28, 2011

COMMONWEALTH OF MASSACHUSETTS

Dixfield, SS.

MB

09

On this 27th day of January, 2007, before me, the undersigned notary public, personally appeared Donna Brann as Landlord of Wind Energy Land Lease [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 Landlord of said [corporation].

Charlotte M. Collins
Notary Public

My Commission Expires:

CHARLOTTE M. COLLINS
Notary Public, Maine
My Commission Expires October 28, 2011

Attachment 1 to Notice of Lease

LANDLORD

Landlord

By: Mark and Donna Brann _____

Date: _____

Address:

RR 2 Box 2325

Dixfield, ME 04224

TENANT

Patriot Renewables, LLC

By: Jay Cashman _____

Date: _____

Address:

Patriot Renewables, LLC

549 South Street, P.O. Box 692396

Quincy, MA 02269

COMMONWEALTH OF MASSACHUSETTS

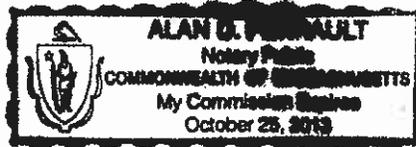
_____, SS.

On this 30th day of March, 2007, before me, the undersigned notary public, personally appeared Jay Cashman, as Member of Patriot Renewables, 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 member of said [corporation].

Alan Pellet

Notary Public

My Commission Expires:



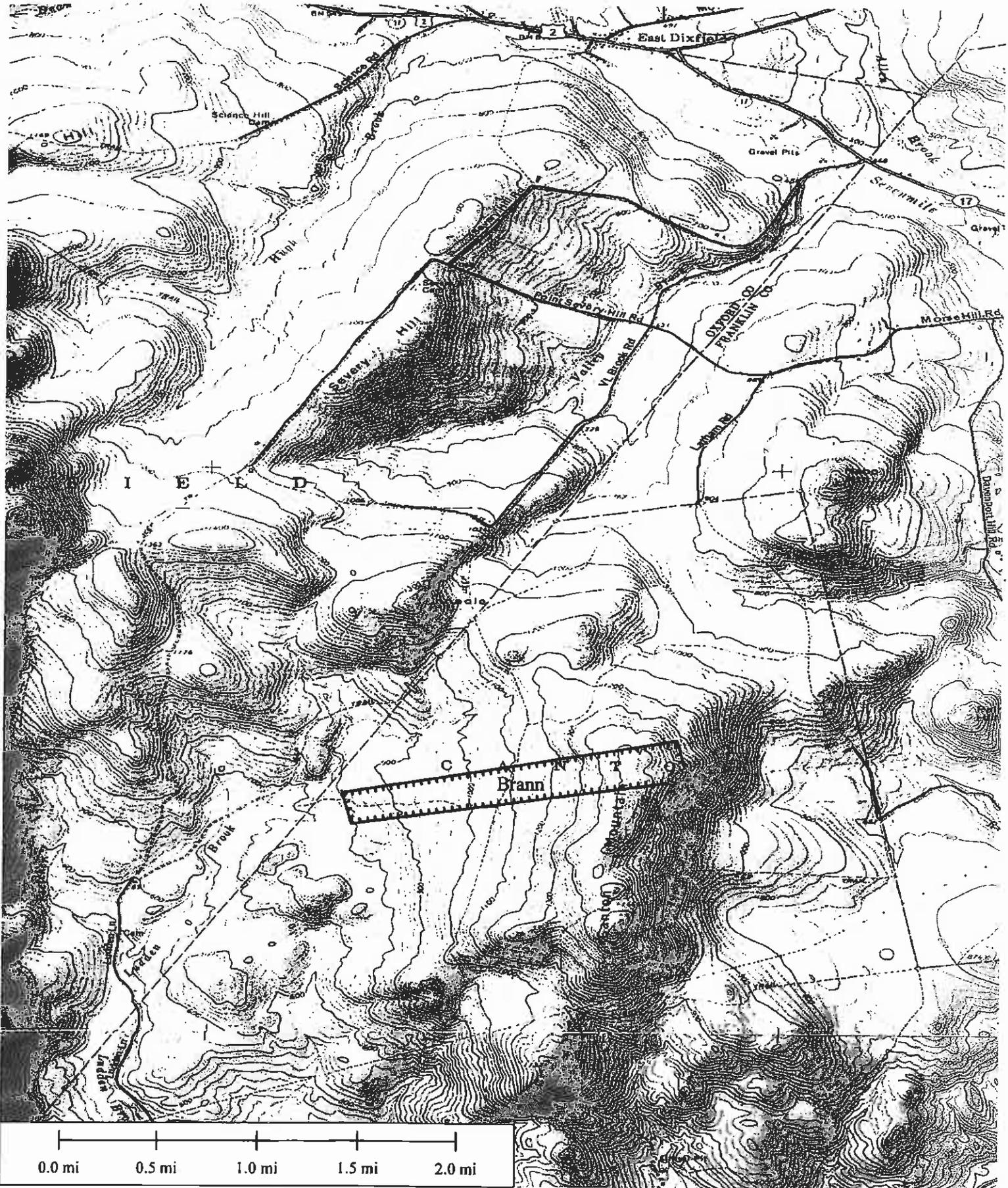
May 8, 2007

Wind Energy Land Lease - Exhibit C Confidential

Property Description

[Copy Exhibit A]

Exhibit A: Property Description



Canton, Maine

May 8, 2007

Wind Energy Land Lease - Exhibit D Confidential

Exhibit D
Landlord's Disclosure of Liens

WIND ENERGY LAND LEASE

This Wind Energy Land Lease (the "Lease") is made as of the 15th day of October, 2009, (the "Effective Date") between Patriot Renewables, LLC, of 549 South Street, Quincy, MA 02169 (the "Company" or "Tenant") and Helen Industries, c/o David Isaacson, 150 Appleton Street, #4D, Boston, MA 02116 ("Owner" or "Landlord").

Background

Owner owns property on Canton Mountain in Canton, Maine described as 290 acres on tax map R8 Lots 21 and 22 in the Town of Canton Tax Records, as depicted on **Exhibit A** (the "Property").

- A. Company and Owner agree to enter into this Lease granting Company the right to develop, own, and operate a wind energy project on a portion of the Property.

The Conditions of this Lease are as follows:

1. Scope of Lease

- 1.1 **Lease.** In consideration of the fees set forth below, the Owner exclusively leases a portion of the Property to Company for the purpose of developing, constructing, operating, and maintaining a Wind Energy Project (the "Wind Energy Project") on the Leased Premises.
- 1.2 **Premises and Leased Premises.** The Premises and Leased Premises shall consist of that portion of the Property as referred to in Section 1.3.3
- 1.3 **Purpose and Use.** Company will use the Premises and Leased Premises only for the purpose of developing, constructing, maintaining, and operating the Wind Energy Project.
- 1.3.1 **Wind Energy Project Defined.** The term "Wind Energy Project" shall mean all infrastructure and activity required to collect, transmit, and convert electrical energy from wind energy, including, but not limited to: (a) one or more wind turbine generators and related towers, foundations, and electrical controllers; (b) above and below ground electrical distribution and transmission power lines and towers, meters, transformers, substations, and other equipment required for production and delivery of electrical energy, (c) access roads for construction and maintenance, and (d) buildings, fences, and all other required appurtenances. Any structures, equipment and facilities developed, constructed, or installed by or on behalf of the Company on the Premises or Leased Premises for the Wind Energy Project in accordance with the provisions of this Section 1.3 are referred to collectively as the "Facility".
- 1.3.2 **Wind Energy Project Development.** During the Development Term, Company has the right to enter upon the Premises at any time and conduct all activities necessary to study, design, develop, and construct the Wind Energy Project. Development activities include, but are not limited to those identified in Section 1.3.1, the installation of monitoring masts ("MET Tower"), sensors, guy wires, anchors, SODAR units, other temporary wind monitoring equipment, geotechnical studies and core sampling, permitting, photography and other visual studies, interconnection analysis, studies on

wetlands, avian populations, presence of endangered species, other environmental monitoring, and operation of all supporting equipment.

- 1.3.3 **Wind Energy Project Premises and Leased Premises.** Company will determine the size, type, manufacturer, and precise location on the Premises, of the Wind Energy Project. Company may locate all required infrastructure for the Wind Energy Project, as referenced in Section 1.3.1, (a) within a specified area located on the Premises or (b) anywhere within the Premises provided that no turbine is located within seven hundred fifty (750) feet of any buildings as existing on the Effective Date, without prior written consent of Owner. Exhibit B describes the Premises as of the Effective Date, the Premises consisting of that portion of the Property at an elevation above one thousand two hundred fifty (1250) feet. The Leased Premises shall be a portion of the Premises and will be described in particular on a revised version of Exhibit B (including any map or maps referenced in Exhibit B) to be agreed upon pursuant to this Section. The Leased Premises include the appurtenant rights, privileges and easements described in this Lease. The wind analysis and other studies that will occur on the Premises may indicate that the Leased Premises should be modified so as to better fulfill the intentions of the Tenant. Prior to construction of the Wind Energy Project, Tenant will present the final layout of the Wind Energy Project and the Leased Premises to Landlord for review, input, and approval, which approval shall not be unreasonably withheld or delayed. The final layout ("Final Plan") will show the Wind Energy Project and the boundaries of the Leased Premises, including but not limited to the land involved for access, power lines, turbines, and underground improvements. Failure of the Landlord to provide Tenant with its written objection to such Final Plan within sixty (60) days of its submittal by Tenant to Landlord shall be deemed approval thereof by Landlord. Once the agreed-upon Final Plan is approved by both Landlord and Tenant, Exhibit B of this Lease shall be amended to reflect the Final Plan, including the Leased Premises. The Leased Premises and Easements described in Section 1.5 will include real property interests (including allowing road construction and maintenance) for: (i) One (1) or more wind energy turbines, including foundations, related supporting towers and electrical controllers (the "Turbines" and each a "Turbine"), (ii) ingress and egress to and from the sites of all Wind Energy Project components, (iii) power lines relating to the Wind Energy Project, (iv) access, including access for third parties and related entities, for the purposes of construction, maintenance, repair, replacement, inspection, restoration or any and all other purposes in connection with the investigation of the feasibility of, establishment, operation and removal of the Wind Energy Project; and (v) such additional rights as are described in this Lease for the development, construction, maintenance, operation and decommissioning of the Wind Energy Project. In addition, the Tenant shall have the right to occasionally enter upon and use other portions of the Premises for purposes incidental to the investigation of the viability of, and construction and use of, the Wind Energy Project so long as such incidental use does not damage the Premises or interfere with the Landlord's use thereof. Such incidental uses include, by way of example and not limitation, taking photographs and/or sound measurements relating to the Leased Premises from other portions of the Premises, and conducting environmental, wildlife, geologic, and/or archaeological studies in connection with the potential impact of the Wind Energy Project, but do not include the construction of any facilities or the placement of any equipment or materials outside of the Leased Premises.
- 1.3.4 **Wind Energy Project Operation.** Company has the right to enter upon the Premises at any time to conduct all activities necessary to repair, remove, maintain, service, and replace the Wind Energy Project.

- 1.4 **Exclusivity.** The interests in the Premises and Leased Premises granted to the Company under this Lease are exclusive as they relate to converting and delivering wind energy to electrical energy, to another person or entity, for the Term of this Lease. Subject to Section 5.7, such exclusivity shall not limit Owner's easement referenced in Section 4.8 or Owner's right to grant rights to third parties on or over all or any portion of the Property other than the Leased Premises.
- 1.5 **Easements.** Owner grants to Company non-exclusive easements for ingress and egress to the Premises (or Leased Premises when defined) and to transmit electricity via utility lines, conduit, pipes, or poles along such access easement to any interconnection point selected by the Company (the "Easements"). The exact location of the Easements shall be depicted on the Final Plan and the revised Exhibit B prepared following approval of the Final Plan pursuant to Section 1.3.3.
- 1.5.1 **Transmission Easement.** Company may place a transmission line on or across the Premises or Leased Premises that serves the Wind Energy Project and interconnects with the local utility. The Easement for a transmission line shall not exceed eighty (80) feet in width during the Term of this Lease.
- 1.5.2 **Ingress and Egress Easements.** The ingress and egress Easements shall not exceed fifty (50) feet in width. The width of these Easements is specifically identified to allow the construction of a 16 foot wide access road with 4 foot shoulders and appropriate water treatment and grading limits. The width of the road surface may need to be temporarily expanded after construction to facilitate the repair or removal of the Facility, to accommodate larger grading limits or for decommissioning. Company shall seek approval from Owner for any increase in Easement width, such approval not to be unreasonably withheld.
- 1.5.3 **Owner's Use of Easements.** Owner may use access roads and paths constructed by Company on the Premises and Leased Premises for Owner's, and Owner's agents and independent contractors, ingress and egress to the Property, so long as such access does not interfere with Company's use of such Easements.
- 1.6 **Financing.** (a) Tenant shall have the right to encumber its interest in the Leased Premises under this Lease and in the Facility by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any person or persons providing all or a portion of the financing for the Facility or any person or persons providing a refinancing of any such financing or any trustee for such person or persons (each, a "Financing Party"). Any such mortgage shall be inferior and subject to the prior right, title and interest of Landlord in the Leased Premises. Without limitation to the foregoing, Landlord hereby consents to any such mortgage, lease, deed of trust or similar instrument or instruments, security agreement, fixture filing, financing statements, or similar instrument or instruments in favor of any Financing Party, and agrees that such Financing Party shall have the right to access the Leased Premises without impairment by Landlord for the purpose of Financing Party proceeding to obtain possession of the Facility and any parts of the Facility which represent collateral for the Financing Party's financing to the Company in order for Financing Party to proceed with Financing Party's rights in and to any and all such collateral, including but not limited to the right to proceed with a sale of such collateral. In such event, Financing Party

shall be responsible to Landlord for the lease payments under this Lease during such time period as Financing Party exercises its right of access.

(b) In the event of a foreclosure or seizure of Tenant's rights or property or the exercise of any other right under any security agreement granted by Tenant to a Financing Party, Landlord agrees to permit each Financing Party to exercise any and all rights of Tenant hereunder. Landlord further agrees to give each Financing Party thirty (30) days notice of any default by Tenant hereunder. In the event of a non-payment default a reasonable further opportunity to cure such default shall be provided if weather or access to the Premise is physically difficult before Landlord exercises any rights or remedies against Tenant as a result of such default. Landlord agrees to execute a consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 1.6, subject only to the condition precedent that the Tenant is not at the time of such request in default of its obligations hereunder, and provided that the cost of review of such consent, including attorney fees, will be paid by Company. Landlord shall be timely provided with current addresses for all financing parties and their assignees.

2. Lease Term

- 2.1 **Term.** This Lease is comprised of a Development Term and Operation Term defined below (both terms comprising the "Term" of the Lease). All rights under this Lease will commence at the Effective Date.
- 2.2 **Development Term.** The Development Term will commence at the Effective Date with an initial period of four (4) years. Activities conducted during the Development Term will be consistent with those defined in Section 1.3.2.
- 2.2.1 **Extension.** Company has the right to extend the Development Term for up to two (2) consecutive terms of one (1) year each. Company must give Owner written notice of intent to extend the Development Term ninety (90) days prior to expiration of Development Term.
- 2.2.2 **Expiration.** The Development Term will expire at the earlier of (1) the commencement of the Operation Term, as defined in Section 2.3, and (2) the expiration of the Development Term and any exercised extensions.
- 2.3 **Operation Term.** The Operation Term will extend for forty (40) years, commencing at the date the Wind Energy Project first delivers electrical energy to the electric utility grid, onsite user, or any other buyer, or such earlier Early Commissioning Date as the Company may declare pursuant to Section 15 of this Lease ("Commercial Operation Date").

3. Lease Payments

- 3.1 **Development Term Fee.** Prior to the Commercial Operation Date, Company will pay Owner:
- (a) a Development Term Fee of \$ _____ for the initial four year Development Term. The first payment is due within thirty (30) days of the signing of this Lease and subsequent payments are due annually on the anniversary of the Effective Date.
- (b) a Development Term Fee of _____ for any Extension of the Development Term. Payment is due on the fourth and fifth anniversary of the Effective Date, as applicable.

- (c) payable upon execution of this Lease.
- (d) for each MET Tower installed on the Property, payable at the time of payment of the applicable Development Term Fee.

Payment of the Development Term Fee will cease at the Commercial Operation Date or if this Lease terminates under Section 9, subject to payment of any Development Term Fee that was due but unpaid as of the Commercial Operation Date or the date of termination, as applicable.

- 3.2 **Operation Term Fee.** Beginning on the Commercial Operation Date, Company will pay Owner:
- (a) A one-time payment on the Leased Premises within thirty (30) days of the completion of installation activities associated with each wind turbine,
 - (b) for years one (1) through twelve (12) of the Operation Term, an Operation Term Fee royalty payment equal to
 - (c) for years thirteen (13) through forty (40) of the Operation Term, an Operation Term Fee royalty payment equal to
 - (d) of transmission line corridor that is built on the Premises or Leased Premises in accordance with Section 1.5.1.

For purposes of this Lease, gross revenue means all revenue from the sale of electricity and any associated attributes (e.g., green certificates, RECs, forward capacity, plant capacity, etc.) for all kilowatt-hours (kWh) produced by the Facility in a given period, as determined by utility metering at the point of interconnection.

Payments to Owner made in accordance with paragraph (b) and (c) of this Section 3.2 shall not be less than Payments to Owner made in accordance with paragraph (b) and (c) of this Section 3.2 shall be made within thirty (30) days of the end of each six (6) month period ending June 30th and December 31st, and shall be accompanied by a statement explaining the calculation of the payment.

4. Company's Covenants/Duties

- 4.1 **Applicable Laws.** Company will at all times comply with federal, state, and local laws, statutes, ordinances, rules, regulations, judgments, and all other valid orders of any governmental authority with respect to Company's activities. Company will obtain all licenses and permits required to conduct activities associated with developing and operating the Wind Energy Project. Company reserves the right to contest or appeal any law, statute, ordinance, rule, regulation, judgment, or order brought against the Company or Owner regarding the Leased Premises or Wind Energy Project, but shall comply during the period of such contest or appeal.
- 4.2 **Insurance.** Company will maintain comprehensive general liability covering the Wind Energy Project and Company's activities conducted on the Property during the Term and during the restoration period described in Section 4.6, and the Company will maintain adequate property insurance for damage or destruction to the Facility. The amount of general liability insurance coverage must be at least \$1,000,000.00 per occurrence, with an annual aggregate limit of not less than \$2,000,000.00, or such greater amounts as may become usual and customary during the Term of this Lease. Insurance coverage may be provided as part of a blanket policy that covers other wind facilities and Company activities. Owner will be

included as an additional insured under Company's insurance policy and Company shall provide Owner with a certificate evidencing such insurance annually on the anniversary of the Effective Date. The insurance policy may not be canceled by the insurance company or Company without thirty (30) days advanced written notice to Owner. All insurance policies must be issued by an insurance company authorized to conduct business in the State of Maine and having a rating of not less than "A-" by A.M. Best.

- 4.3 **Liens.** Company will keep the Property free and clear of all liens and claims of liens for labor, materials, services, supplies, and equipment performed on the Property and associated with the Wind Energy Project. Company may contest any such lien but must post bond or use other available means to remove lien created during the contested proceeding. Company is otherwise required to remove any such liens within sixty (60) days of notice of its creation.
- 4.4 **Hazardous Materials.** Company will not store, use, dispose of, release or cause or permit to be stored, used, disposed of, or released on or under the Property during the Term or during the restoration period described in Section 4.6, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be needed to construct, operate, maintain, and decommission the Wind Energy Project and is in compliance with applicable laws. Further, without limiting the foregoing, Company will not use herbicides or pesticides or similar chemicals on the Property without the prior written consent of Owner.
- 4.5 **Taxes.** Company will timely pay all personal property taxes attributable to the Wind Energy Project. Company will submit request to governing tax assessor to itemize all taxes on the Wind Energy Project and Company shall pay such taxes directly to assessor. If the tax assessor will not separately itemize the taxes, Company shall immediately reimburse Owner for all increases in real property taxes resulting from the Wind Energy Project installation. Company will also be responsible, and shall immediately reimburse Landlord, for any penalties imposed by any governmental authority related to the removal of any portion of the Property from Maine's Tree Growth Tax Law pursuant to this Lease.
- 4.6 **Restoration.** Within six (6) months of the termination or expiration of this Lease, Company will return the Premises or Leased Premises (as applicable) to, as reasonably practicable, the same condition as it was in before the Effective Date, including, but not limited to, removing from the Premises or Leased Premises (as applicable) all fixtures associated with the Wind Energy Project, including towers, footings, concrete pads, anchors, buildings, cables, and other equipment. This restoration obligation of the Company shall apply to any portion of the Premises that does not become part of the Leased Premises when the Development Term ends and the Operation Term commences. Company is not required to remove foundations, pipes, conduit, wire, structures and other fixtures located more than three (3) feet below ground. Owner agrees that all of the fixtures associated with the Wind Energy Project shall remain personal property of Company and Company shall have the right to remove the same whether or not said items are considered fixtures or attachments to real property under applicable law. Prior to any installation of the Facility, Company shall provide a bond to assure removal of said fixtures and to restore the Leased Premises. Said bond shall be in a form and written by an insurance company or bonding company approved by Owner, such approval not to be unreasonably withheld.
- 4.7 **Inspection of Records.** Not more than twice a year Owner shall have the right by appointment at Company's office during normal business hours, personally or by representative, to inspect the utilities statements received by the Company and any other

books and records of the Company for the purpose of verifying the payments due under this Agreement. Any inspection shall be at the cost of Owner unless the inspection results in discovery of an underpayment error of five percent (5%) or greater of the amount paid to Owner. Owner agrees to keep confidential all information inspected or obtained by Owner or his or her representative and, if requested by Company, shall sign a confidentiality agreement.

- 4.8 **Owner's Rights.** Nothing herein provided shall hinder or obstruct Owner's use of the Property for timber harvesting, farming, hunting, conservation or any other purposes that do not impede or obstruct the Company in any manner in carrying out the purposes and intent of this Agreement. Owner hereby reserves an easement over the Premises and Leased Premises for purposes of (i) removal of Owner's harvested timber, including from the Premises and Leased Premises, and (ii) access.
- 4.9 **Review of Plans.** The Company shall provide Owner its plans of construction indicating the location of the wind turbines, roads and power lines before final construction or location thereof not less than sixty (60) days prior to any construction. Company shall work with Owner to accommodate alternate locations suggested by Owner, and shall adjust its plans accordingly if the alternate location is expected to result in the same or greater electricity generation from the project, and the cost of the alternative location is equal to or less than the original proposed location.
- 4.10 **Damage.** In the event of damage suffered by Owner, including damage to timber or Owner's improvements, during the Term of this Lease or during the restoration period described in Section 4.6, Company shall pay Owner fair compensation for such losses or damages. Fair compensation for timber shall consider the current price for grades of logs as well as mature and young growth.
- 4.11 **Removal of Timber.** In the event that timber is required to be removed from the Property to allow for the construction of the Wind Energy Project, Company agrees to compensate Owner at the then market value of any stumpage removed, taking into account the current price for grades of logs as well as mature and young growth. Company will provide Owner with not less than sixty (60) days prior written notice of its plan to remove any timber, such plan to be subject to the approval of Owner, not to be unreasonably withheld.
5. **Owner's Covenants.**
- 5.1 **Title.** Owner is the sole owner of the Property, held in fee simple title. Owner and each person signing this Lease on behalf of Owner is authorized to do so and all persons having an ownership interest in the Property (including spouses) are signing this Lease. When signed by Owner, this Lease constitutes a valid and binding agreement enforceable against Owner, according to its terms.
- 5.2 **Quiet Enjoyment.** Company has the right to quiet use and enjoyment of the Leased Premises in accordance with this Lease. Owner or a person acting on behalf of Owner may not interfere in any way with the rights of Company.
- 5.3 **Hazardous Materials.** Owner has not stored, used, disposed of, released on or under the Property prior to the Effective Date, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be allowed by law. After

the Effective Date, Owner will not store, use, dispose of, or release any matter listed above, except as allowed by law.

- 5.4 **Liens.** There are no liens, encumbrances, leases, mortgages, deeds, or other exceptions (collectively, "Liens") to Owner's title to the Property. Owner shall cooperate with Company to obtain non-disturbance agreements from each party that holds a Lien that may interfere with Company's rights under this Lease. If Owner is unable to obtain a non-disturbance agreement from a Lien that is senior to this Lease, Company can elect to make payments on that Lien if Owner is in default. Company may offset those payments from amounts due to owner under this Lease. Any Lien senior to this Lease that Owner enters into after the Effective Date will be accompanied by a non-disturbance and attornment agreement from the lienholder.
- 5.4.1 A non-disturbance and attornment agreement shall prohibit the lienholder from disturbing Company's possessions or rights under the Lease so long as the Company continues to abide by the terms of this Lease and agrees to make all payments due hereunder to lienholder in the event of an Owner default.
- 5.5 **Cooperation.** Owner agrees to sign all permit and financing applications and other documents related to the development and operation of the Wind Energy Project, without unreasonable delay, on the condition that such execution does not expose Owner to any additional obligations, expense, or exposure to contingent liabilities. Owner shall not be obligated to execute in any capacity other than as landowner and shall not be liable to perform any terms of any permits or financing documents. All costs incurred by Owner in Section 5.5, including, but not limited to, review of documents by Owner's legal counsel, will be paid by Company.
- 5.6 **Property Taxes.** Owner agrees to pay all real property taxes and assessments on the Property, excluding those attributable to the Wind Energy Project. If Owner fails to pay taxes, Company may choose to pay them, and deduct the amount from payment required under this Lease. If the local tax assessor refuses to levy individual tax assessments to the real property and Wind Energy Project, Company agrees to immediately reimburse Owner for portion of taxes attributable to Wind Energy Project.
- 5.7 **Owner's Use and Improvements.** Owner may not, and may not grant a third party the right to, construct any structure within seven hundred fifty (750) feet of a Turbine or use the Property in such a way that would materially impede the ability of the Wind Energy Project to function. Materially impede would mean any detrimental change in efficiency and/or energy production calculations of Company's Turbines using Windpro or Windfarmer (using WAsP) modeling programs or other similar wind modeling software using onsite wind data and historical production and efficiency figures.
- 5.8 **Lateral Support.** Company shall have the right to lateral support for the Facility to whatever extent is necessary for the safe construction and maintenance of the Facility, so Owner shall not excavate so near the area of the Facility as to undermine or otherwise adversely affect the stability of the Facility.
6. **Indemnification.** Each party (the "Indemnifying Party") will defend, hold harmless, and indemnify the other party and the other party's officers, directors, representatives, mortgagees, and agents (the "Indemnified Party") against any losses, damages, claims, liabilities, and expenses, including attorney fees, for physical damage to property or personal injury to any person, and arising out of (1) any

activity conducted by Indemnifying Party on the Property or related to the Wind Energy Project off the Property, (2) any negligent or intentional act or omission committed by the Indemnifying Party, (3) any breach of this Lease by the Indemnifying Party. Company shall further indemnify Owner for any expense, including attorney fees, or obligation it may incur, or to which it may become subject, associated with any administrative or judicial proceeding relating to the Wind Energy Project, as well as for any expense relating to compliance with an order, rule, or settlement agreement resulting from such an administrative or judicial proceeding. This indemnification will not apply to any loss, liability, claim, damage, or expense caused by the negligent or intentional act or omission of the Indemnified Party. This indemnification will survive the Term of this Lease.

7. Assignment; Encumbrance of Lease.

7.1 **Company.** Company may transfer or assign any or all rights under this Lease with the prior written consent of Owner, such consent not to be unreasonably withheld. Company's obligation and liability under this Lease will remain until its assignee/purchaser has assumed in writing all of the obligations of Company under this Lease.

7.2 **Owner's Assignability.** Owner has the right to sell all or any portion of the Property and upon such sale to assign its rights under this Lease to the purchaser of the Property provided, however, that Owner's rights hereunder are contingent on the purchaser assuming in writing all of the obligations of Owner under this Lease.

7.3 **Successors.** This Lease will obligate all heirs, successors, and assigns of the parties.

8. Condemnation. If the Leased Premises or any portion thereof is subject to condemnation or purchased by federal, state, or local government through the power of eminent domain, the Company may terminate this Lease upon the government's vesting of title or taking possession. Tenant may use all reasonable and diligent efforts, at its own expense, to contest such taking. The Company is entitled to an award in any condemnation proceeding to compensate for the cost of removing or relocating the Wind Energy Project, the loss of use, and other lost value attributed to the taking.

9. Termination. This Lease will terminate when any of the following events occur:

9.1 During the Development Term, Company elects to terminate, which becomes effective sixty (60) days after written notice to Owner. Owner shall be entitled to payment of all amounts due through the effective date of termination. Company agrees to execute a document in recordable form evidencing the termination.

9.2 The Company fails to reach the Commercial Operation Date before expiration of the Development Term.

9.3 Upon expiration of the Operation Term.

9.4 A party defaults on this Lease, and the non-defaulting party elects to terminate this lease as referred to in Section 10.

10. Default.

10.1 **Event of Default.** If an event of default occurs, the non-defaulting party may terminate this Lease. An event of default includes:

- 10.1.1 Any material breach of this Lease that remains uncured after thirty (30) days written notice from the non-breaching party,
- 10.1.2 Nonpayment by either party as required by this Lease, which remains uncured after thirty (30) days written notice from the non-breaching party. The defaulting party may challenge the amount owed and initiate dispute resolution, as defined in Section 16, provided such action commences within the above thirty (30)-day period.
11. **Force Majeure.** The parties are not liable or responsible for any delay in carrying out the terms of this Lease caused by any act of God, fire, sabotage, shortage of labor or materials, inclement weather, war, restrictive government laws or regulations, or for any other reason outside the control of the parties.
12. **Miscellaneous.**
- 12.1 **Governing Law.** This Lease is governed and interpreted in accordance with the laws of the State of Maine.
- 12.2 **Severability.** If any term of this Lease is for any reason invalid or unenforceable, the rest of this Lease remains in full effect.
- 12.3 **Headings.** The headings in this Lease are for convenience only and should not be construed to affect the construction or interpretation of this Lease.
- 12.4 **Waiver/Alteration.** Any term of this Lease may be waived, amended, or added as mutually agreed upon in writing by the parties. Any changes will be attached as an addendum to this Lease.
- 12.5 **Entire Agreement.** This Lease constitutes the entire agreement between the parties pertaining to its subject matter.
13. **Record of Lease.** Owner and Company agree that this Lease will not be recorded in the public records. The parties will execute a Notice of Lease setting forth a description of the Property and other terms of this Lease, but excluding all terms relating to payments to Owner, as set forth in Exhibit C. The Notice of Lease will be recorded in the Registry of Deeds for the Property's location. Any subsequent amendments of this Lease, including all easements subsequently entered into in accordance with this Lease, shall be reflected by filing with the Registry of Deeds an appropriate Notice of Amendment to Lease. The cost of recording all documents shall be borne by the Tenant.
14. **Confidentiality.** The parties will maintain in confidence all information pertaining to the terms of the Lease except as necessary to complete this transaction and perform the terms of the Lease, including disclosure to the parties' officers, directors, attorneys, accountants, consultants, financing sources and professional advisors of the parties and officers, directors and shareholders of the Owner, and as required by law. Owner may also disclose the Lease to potential purchasers of the Property, but Owner is held responsible for breach of the confidentiality provisions of this agreement by such parties.
15. **No Assurance as to Development.** Landlord explicitly agrees and acknowledges: (i) that the business of developing electric generation facilities is subject to many significant risks, including but not limited to the need to obtain land use approvals and environmental permits, the need to obtain financing and the need to obtain power sales contracts with credit-worthy purchasers; (ii) that the

Tenant may not be successful in its efforts to develop, finance and construct a Facility on the Leased Premises; and (iii) that, in the event the Tenant does not obtain approvals, permits, financing and contracts acceptable to it in its sole discretion, the Lease will terminate pursuant to the terms herein and Tenant shall have no further liability to the Landlord of any kind other than those obligations specifically set forth herein. The Landlord hereby agrees and acknowledges that the Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of the Tenant successfully developing, financing and/or constructing a Facility on the Leased Premises and the Landlord receiving the lease payments hereunder. Nothing in this Section, however, shall preclude Tenant from electing to declare an Early Commissioning Date. If requested by Landlord, Tenant agrees to provide the Landlord with periodic updates on the Tenant's progress in its development efforts for the Facility.

16. **Arbitration.** Any controversy, claim or dispute between the parties arising out of or related to this Agreement or the breach, termination or invalidity hereof, which cannot be settled amicably by the parties, including by submission to mediation, shall be submitted to arbitration before a single arbitrator in accordance with the American Arbitration Association Rules as then in force ("Rules"). The arbitration shall be held in Boston, Massachusetts. Judgment upon any award rendered by the arbitrator may be entered into any court of competent jurisdiction. The decision of the arbitrator shall be final, and each party waives any right to appeal any decision reached by the arbitrator. The arbitrator shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein. The cost of arbitration shall be shared equally by both parties, and each party shall bear its own legal costs. Any party desiring arbitration shall serve on the other party, in accordance with the Rules, its notice of arbitration.
17. **Notice.** All notices required by this Lease shall be made in writing and delivered either personally or by certified mail to the parties respective addresses set forth below.

If to Owner:

David Isaacson
150 Appleton Street, #4D
Boston, MA 02116

Lawrence Isaacson
14 Havey Street
Roslindale, MA 02131

With copy to:

Shems Dunkiel Raubvogel & Saunders, PLLC
91 College Street
Burlington, VT 05401
Attn: Mark A. Saunders, Esq.

If to Company:

Patriot Renewables, LLC
549 South Street
Quincy, MA 02169

OWNER

Helen Industries

By: *David Isaacson*

Name: David Isaacson

Address:

c/o David Isaacson

150 Appleton Street, #4D

Boston, MA 02116

COMPANY

Patriot Renewables, LLC

By: *Jay Cashman*

Name: Jay Cashman

Address:

Patriot Renewables, LLC

549 South Street

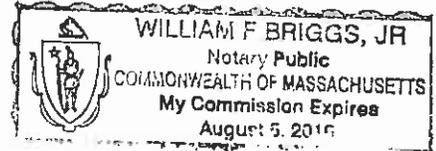
Quincy, MA 02169

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

On this 15 day of October, 2009, before me, the undersigned notary public, personally appeared David Isaacson, as duly authorized agent of Helen Industries, and acknowledged to me that he signed it voluntarily for its stated purpose as duly authorized agent of Helen Industries.

William F Briggs
Notary Public
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this 5th day of ~~October~~ ^{November}, 2009, before me, the undersigned notary public, personally appeared Jay Cashman, as duly authorized agent of Patriot Renewables, LLC, and acknowledged to me that he signed it voluntarily for its stated purpose as duly authorized agent of said Patriot Renewables, LLC.

Alan D Perrault
Notary Public
My Commission Expires:

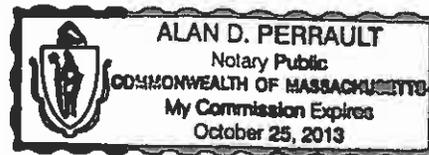
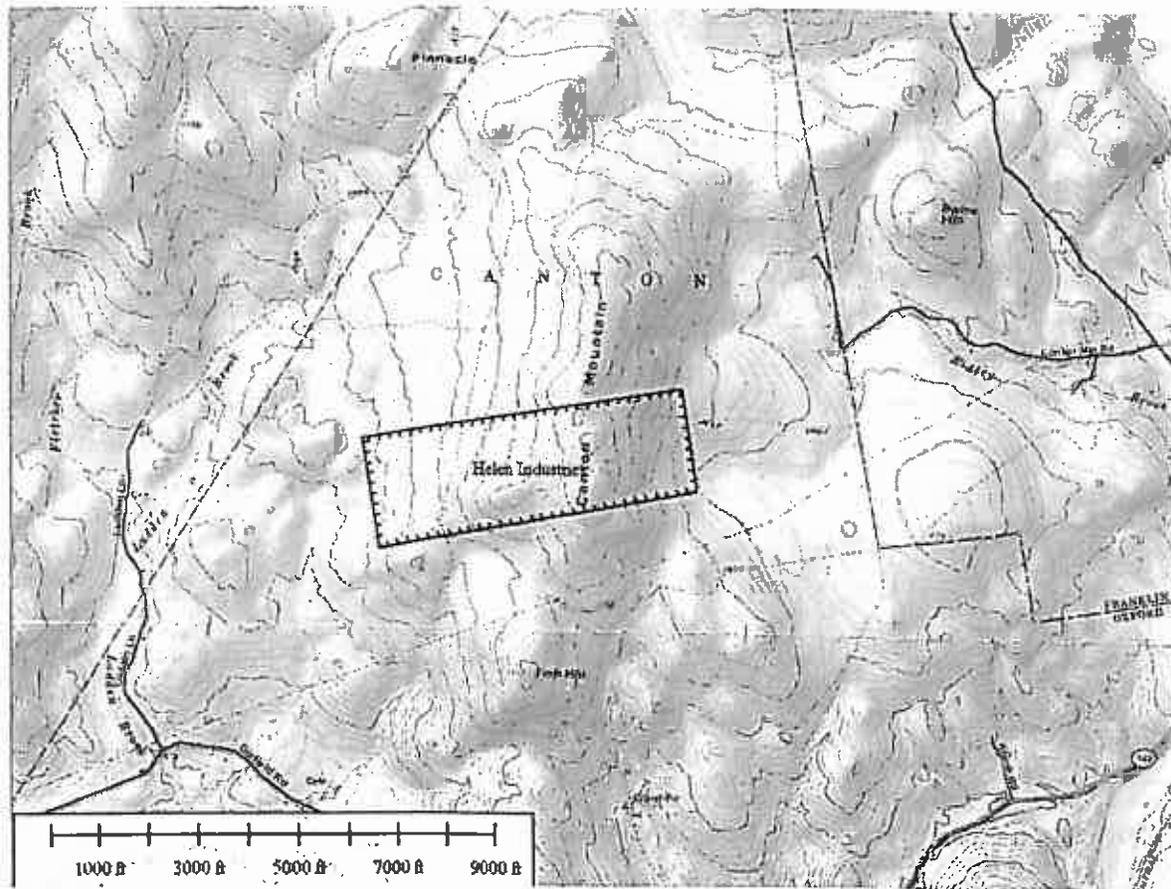
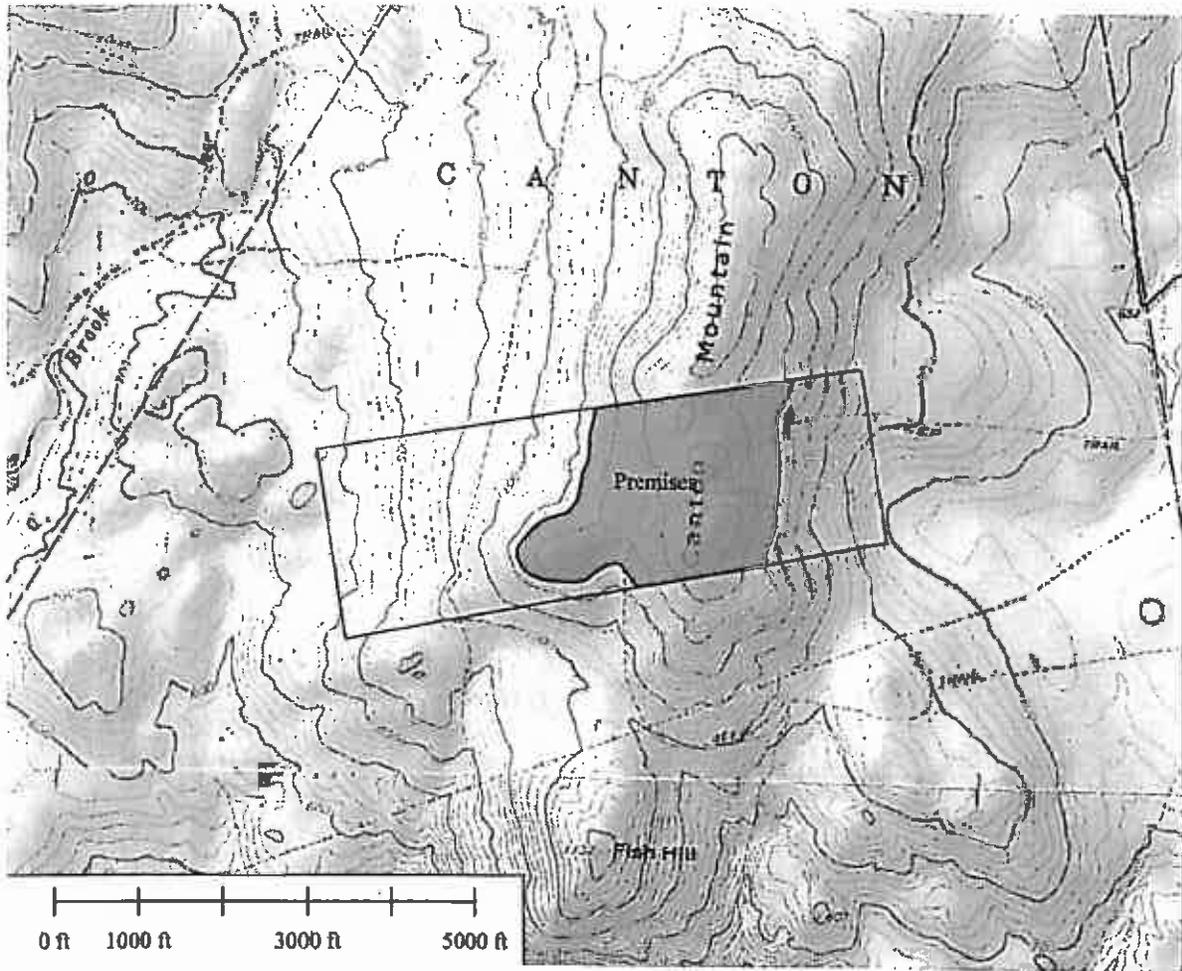


Exhibit A Property Description



**Exhibit B
Premises**



The Premises as of the Effective Date of this Lease is the portion of the Property that is at an elevation above 1250 feet, shaded in the map above.

**Exhibit C
Notice of Lease**

This Notice of Lease is made as of the 15th day of October, 2009, between Patriot Renewables, LLC, of 549 South Street, Quincy, MA 02169 (the "Company") and Helen Industries, c/o David Isaacson, 150 Appleton Street, #4D, Boston, MA 02116 (the "Owner").

Background

- A. The parties have entered into a Lease dated October 15, 2009 for use of property identified below.
- B. The parties agree to record this Notice of Lease in the Registry of Deeds where the property is located.

Conditions

1. **Property Description.** Owner leases to Company a portion of land located on Canton Mountain in Canton, Maine listed as listed map R8 lots 21 and 22 at 290 acres in the Town of Canton Tax Records. The portion of the property leased is more particularly described on Attachment 1 to Notice of Lease, attached hereto and incorporated herein by reference.
2. **Term.** Owner and Company agree to enter into a land lease agreement for the purpose of developing and operating a Wind Energy Project. The lease commences as of the date of the lease with an initial term of four (4) years. The Company has the right to extend the initial term for up to two (2) consecutive terms of one (1) year each. The Company may also extend the term for forty (40) years from the Commercial Operation Date (as defined in the lease).
3. **Assignment.** Company can assign the terms of the lease, with the prior written consent of Owner.
4. **No Option to Purchase.** The lease does not grant the Company an option to purchase the leased property.
5. **Addresses.** The parties addresses as set forth in the Wind Energy Project Land Lease are:

OWNER

Helen Industries
c/o David Isaacson
150 Appleton Street, #4D
Boston, MA 02116

COMPANY

Patriot Renewables, LLC
549 South Street
Quincy, MA 02169

(Signature Page to Follow)

OWNER

Helen Industries

By: _____

Name: David Isaacson

Date: _____

Address:

c/o David Isaacson

150 Appleton Street, #4D

Boston, MA 02116

COMPANY

~~Patriot Renewables, LLC~~

By: _____

Name: Jay Cashman

Date: _____

Address:

Patriot Renewables, LLC

549 South Street

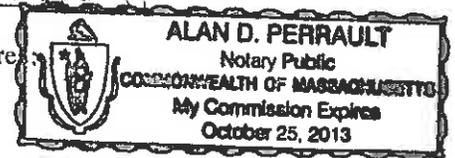
Quincy, MA 02169

COMMONWEALTH OF MASSACHUSETTS

_____, SS.
23: d

On this ___ day of October, 2009, before me, the undersigned notary public, personally appeared David Isaacson, as duly authorized agent of Helen Industries, and acknowledged to me that he signed it voluntarily for its stated purpose as duly authorized agent of Helen Industries.

Notary Public
My Commission Expires:



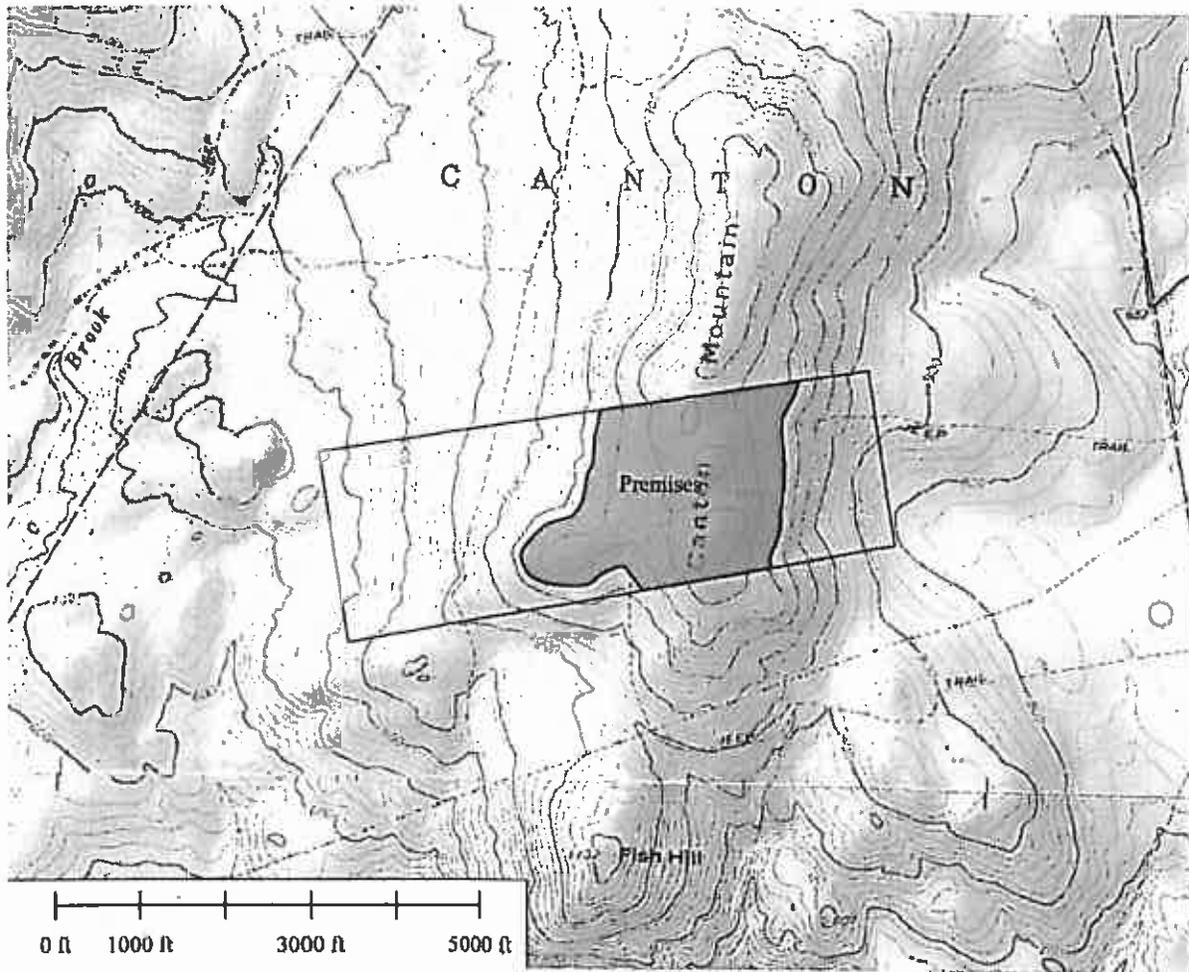
COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this ___ day of October, 2009, before me, the undersigned notary public, personally appeared Jay Cashman, as duly authorized agent of Patriot Renewables, LLC, and acknowledged to me that he signed it voluntarily for its stated purpose as duly authorized agent of said Patriot Renewables, LLC.

Notary Public
My Commission Expires:

**Attachment 1 to Notice of Lease
Property Description**



The Premises as of the Effective Date of the Lease is the portion of the Property that is at an elevation above 1250 feet, shaded in the map above.

EASEMENT

THIS EASEMENT is granted and conveyed by **JOAQUIN MILLS and CRYSTAL MILLS**, Maine residents with a mailing address of 140 Ludden Lane, Canton, ME 04221 ("Grantor"), to **CANTON MOUNTAIN WIND, LLC**, a Massachusetts limited liability company with a mailing address of 549 South Street, Quincy, MA 02169 ("Grantee").

WHEREAS, Grantor is the owner of certain lands in Dixfield, Oxford County, Maine, recorded as Lot 1-11 in the Town of Dixfield tax records and on Book 3173, Page 349 in the Oxford (East) Registry of Deeds; and

WHEREAS, Grantee desires to use a portion of such lands for purposes of using, upgrading and maintaining Ludden Lane, a discontinued town road that crosses Grantor's property for the express purpose of accessing, developing, permitting, building and operating a wind turbine project on Canton Mountain and Colonel Holman Mountain in Canton and Dixfield, Maine (the "Easement") in accordance with the terms set forth below (the "Permitted Use"), which portion is more generally depicted on the Plans attached hereto as Exhibit A (the "Plans") and more particularly bounded and described below, and which portion is hereinafter referred to as the "Easement Property." The Easement shall be within the Easement Property, being a corridor of thirty (30) feet in width, the centerline of which is identified as Ludden Lane and by reference to those coordinates set forth at Exhibit A-1 attached hereto and made a part hereof; and

WHEREAS, Ludden Lane is formerly a town road with certain rights reserved for the public, and Grantee desires to use Ludden Lane to access property for the purpose of developing, constructing, maintaining and operating a wind energy project on adjacent parcels.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, with Quitclaim Covenant (effective as of the time of delivery hereof), a non-exclusive easement (the "Easement") over and upon the Easement Property, for the following purposes: To enter upon the Easement Property at any time with men, vehicles, and all necessary tools and machinery for the purposes described herein: to clear vegetation, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, build ditches, place aggregate and grade useful for the transportation of wind turbine components and operation of a wind turbine project, all as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Easement Property; the right to excavate, 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 (including but not limited to fiber optics and communication equipment to facilitate transmission of electricity), all as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Easement Property; the right to transmit electricity over said wires, cables or apparatus at such lawful pressure and for such lawful purposes as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use; the right to clear and keep the Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions; and the right to erect and maintain signage, gates, fences, and other barriers within the Easement Property as are reasonably necessary to restrict recreational vehicles or other public access from the Easement Property.

GENERAL CONDITIONS

It is expressly understood that the foregoing easement rights are granted to Grantee subject to the following conditions, limitations and stipulations:

1. Permitted Use. Grantor conveys the Easement to Grantee only for the Permitted Use and related uses described above and hereby expressly reserves any and all other rights to the properties encumbered hereby.
2. Compliance with Laws. Grantee shall comply, at Grantee's expense, with all applicable permits, licenses, laws, regulations, rules and orders with respect to Grantee's exercise of the easements granted hereunder, and all related equipment, electricity, materials and improvements constructed or operated by Grantee hereunder, regardless of when they become effective.
3. Indemnification. Each party (the "Indemnifying Party") will defend, hold harmless, and indemnify the other party and the other party's officers, directors, representatives, mortgagees, and agents (the "Indemnified Party") against any losses, damages, claims, liabilities, and expenses for physical damage to property or personal injury to any person, and arising out of (1) any activity conducted by Indemnifying Party on the Property, (2) any negligent or intentional act or omission committed by the Indemnifying Party, (3) any breach of this Easement by the Indemnifying Party. This indemnification will not apply to any loss, liability, claim, damage, or expense caused by the negligent or intentional act or omission of the Indemnified Party. This indemnification will survive the term of this Easement.
4. Property Taxes. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from (a) personal property of Grantee, or (b) improvements made by Grantee to the Easement Property.
5. Clearing Operations. Grantee agrees to compensate Grantor for any timber harvested on the Easement Property at the then market value of any stumpage or provide all marketable timber harvested directly to Grantor.
6. Insurance to be Carried by Grantee. During the term of its operations hereunder and this Easement, Grantee shall maintain (a) commercial general liability insurance in an amount not less than \$1,000,000 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantee's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, and (ii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained. Grantee shall provide certificates or other proof of such insurance when requested by Grantor.
7. Protection of Grantor's Property. Grantee shall not allow any Hazardous Substances to be stored, located, discharged, generated, released, possessed, managed, processed or otherwise handled on Grantor's Property, including but not limited to the Easement Property, except Hazardous Substances which (a) are stored, generated, discharged, possessed, managed, processed or otherwise handled by Grantee pursuant to validly issued permits issued by the applicable governmental authority which are

in full force and effect held by Grantee, and (b) are used, stored, disposed of and handled in compliance with and in quantities permitted by all applicable Environmental Protection Laws, and Grantee shall comply with all Environmental Protection Laws affecting its use and exercise of the rights conferred herein and its operations hereunder, including those laws regarding the generation, storage, disposal, release and discharge of Hazardous Substances. For purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material in quantity or concentration defined as such in (or for purposes of) or regulated under the Comprehensive Environmental Response, Compensation and Liability Act, any "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Protection Laws"). The obligations herein shall survive any termination of this Easement.

8. Maintenance of Easement Property. Grantee shall maintain its improvements and personal property within the Easement Property in good repair. Grantee shall at all times keep the Easement Property in safe and clean condition, and Grantee shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, used cans or containers, or other debris on the Grantor's property, including but not limited to the Easement Property, but shall keep the same free and clear of all such refuse. Within a reasonable time after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Transmission Corridor Easement Property, and render the surface of the land to as near its original (cleared) condition as may be practicable.
9. Relocation. GRANTEE may not relocate this Easement without GRANTOR'S prior written consent.
10. Successors and Assigns. The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. These rights are granted in gross to Grantee but are specifically intended to be freely assignable by Grantee. This instrument shall not be binding on any party hereto unless and until the same is executed by all parties hereto.
11. Notices. All notices, claims, certificates, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the following addresses: if to Grantor, Joaquin and Crystal Mills, 140 Ludden Lane, Canton, ME 04221 and if to Grantee, Canton Mountain Wind, LLC, 549 South Street, Quincy, MA 02169.
12. Severability. In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this agreement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this agreement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this agreement..
13. Governing Law. This Easement shall be construed and interpreted in accordance with the laws of the State of Maine. All and any disputes arising out of or in connection with this Easement shall be adjudicated in the federal or state courts located in the State of Maine, to whose jurisdiction the parties hereby irrevocably submit for such purposes.
14. Entire Agreement. This Easement, and those provisions of the Option to Acquire Easement Agreement that survive termination of that option agreement, constitute the entire understanding of

the parties with respect to its subject matter. This Easement may not be altered or amended except by a writing signed by both parties.

To have and to hold said right of way and easement with all privileges and appurtenances hereof unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 1st day of November, 2011.

Witness:

Carol A. Sweatt

Grantor: Joaquin Mills

By:

Joaquin Mills
Joaquin Mills

Witness:

Carol A. Sweatt

Grantor: Crystal Mills

By:

Crystal Mills
Crystal Mills

STATE OF MAINE
OXFORD COUNTY

Joaquin Mills and
Crystal Mills

Then personally appeared the above named Joaquin Mills and Crystal Mills and acknowledged the foregoing instrument to be his free act and deed.

Before me this 1st day of November, 2011.

Carol A. Sweatt
Printed Name: Carol A. Sweatt
Notary Public
My Commission Expires: 12/28/2011



Witness:

Grantee: CANTON MOUNTAIN WIND, LLC

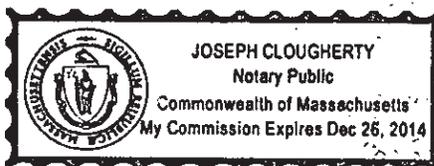
By: Jay M. Cashman
Jay M. Cashman, Manager

STATE OF MASSACHUSETTS
COUNTY OF NORFOLK

Received
Recorded Register of Deeds
Nov 17, 2011 02:22P
Oxford East County
Patricia A. Shearman

Then personally appeared the above named Jay M. Cashman, as Manager of Canton Mountain Wind, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me this 9 day of November, 2011.



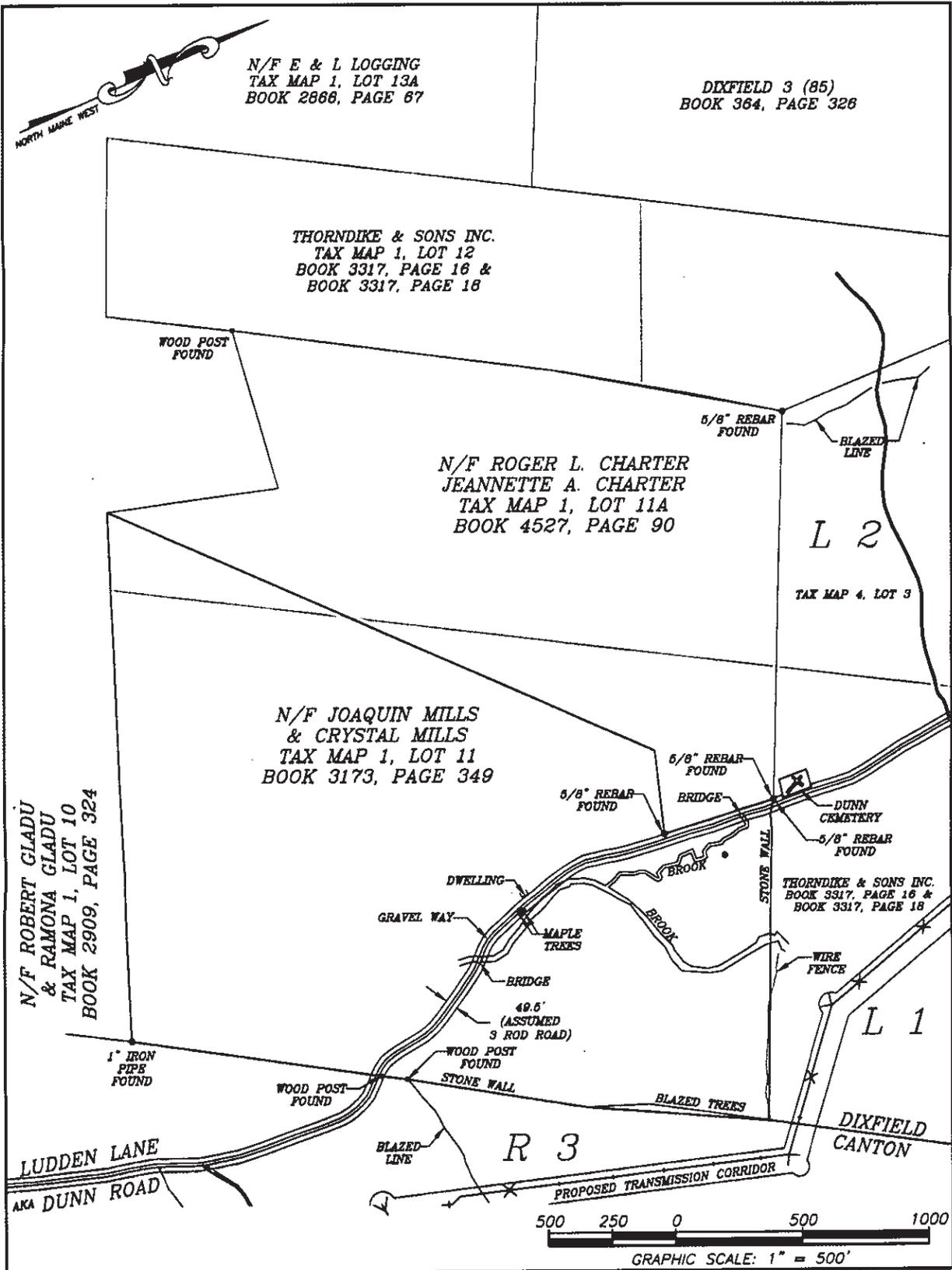
Joseph Clougherty
Printed Name: Joseph Clougherty
Notary Public
My Commission Expires: 12/26/2014



Mills to Canton Mountain Wind, LLC

Option to Acquire Easement in Dixfield, ME

Exhibit A
The Plans



WIND ENERGY LAND LEASE

This Wind Energy Land Lease (the "Lease") is made this 20 day of February, 2009 (the "Effective Date") between Patriot Renewables, LLC, of 549 South Street, P.O. Box 692396, Quincy, MA 02269 (the "Tenant") and Thorndike and Sons Inc. of PO Box 260, Strong, ME 04983 ("Landlord").

Background

Landlord owns property on Canton Mountain in Canton, Maine listed as +/- 993 Acres as Range map 8 lot 9 and map 10 lot 17, and surrounding parcels on the ridgeline, in the Town of Canton Tax Records or any abutting property that Landlord purchases on the ridgeline. (the "Property"). Tenant is interested in evaluating Landlord's property to determine whether certain areas would be viable for developing a Wind Energy Project (as that term is defined below) that would consist of the installation of one or more Wind Turbine Generators ("WTG") on the subject property. If one or more areas, typically the highest points on the property and/or near ridgeline areas, are deemed acceptable for the installation of a WTG; the Tenant will use its best efforts to minimize its development footprint for each WTG installed. As described below, the final developed footprint for each WTG installed is relatively small, usually encompassing less than 800 square feet. The remaining development needs would be those required to build an access road to the WTG locations and the access required to install a transmission line from the WTG's to a nearby utility line. To the extent feasible, existing roads and transmission lines will be used. As described below in Section 5.7, Landlord shall have the right to use the remainder of its property as it desires, as long as Landlord's subsequent uses do not impede the ability of the Wind Energy Project to operate as intended.

- A. Tenant and Landlord agree to enter into this exclusive Lease granting Tenant the right to develop, own, and operate a wind energy project on the Property.

The Conditions of this Lease are as follows:

1. Scope of Lease

- 1.1 **Lease.** In consideration of the fees set forth below, the Landlord exclusively leases Property to Tenant for the purpose of developing, constructing, operating, and maintaining a Wind Energy Project (the "Wind Energy Project") on the Property.
- 1.2 **Premises.** The Premises shall consist of that portion of the Property as referred to in Section 1.3.3
- 1.3 **Purpose and Use.** Tenant will use the Premises only for the purpose of developing, constructing, maintaining, and operating a Wind Energy Project.
- 1.3.1 **Wind Energy Project Defined.** The term "Wind Energy Project" shall mean all infrastructure and activity required to collect, transmit, and convert electrical energy from wind energy, including, but not limited to: (a) One or more wind turbine generators and related towers, foundations, and electrical controllers; (b) above and below ground electrical distribution and transmission power lines and towers, meters, transformers, substations, and other equipment required for production and delivery of electrical

energy, (c) access roads for construction and maintenance, and (d) buildings, fences, and all other required appurtenances. Any structures, equipment and facilities developed, constructed, or installed by or on behalf of the Tenant on the Property for the Wind Energy Project in accordance with the provisions of this Section 1.3 are referred to collectively as the "Facility".

- 1.3.2 Wind Energy Project Development.** Tenant has the right to enter upon the Property at any time and conduct all activities necessary to study, design, develop, and construct the Wind Energy Project. Development activities include, but are not limited to those identified in Section 1.3.1, the installation of monitoring masts (MET Towers), sensors, guy wires, anchors, SODAR units, other temporary wind monitoring equipment, geotechnical studies and core sampling, permitting, photography and other visual studies, interconnection analysis, studies on wetlands, avian populations, presence of endangered species, other environmental monitoring, and operation of all supporting equipment.
- 1.3.3 Wind Energy Project Premises.** Tenant will determine the size, type, manufacturer, and precise location on the Property, of the Wind Energy Project. Tenant may locate all required infrastructure for the Wind Energy Project, as referenced in Section 1.3.1, (a) within a specified area, located within the Property or (b) anywhere within the Property provided that no turbine is located within 750 feet of any buildings as existing on the Effective Date, without prior written consent of Landlord. Tenant will provide Landlord with a site plan showing the location of the Wind Energy Project, other structures, the Premises, and the Property boundaries to be appended to this Lease as Exhibit "B". The Leased Premises shall be a portion of the Premises and are described in particular on Exhibit B (including any map or maps referenced in Exhibit B). The Leased Premises includes certain appurtenant rights, privileges and easements to include but not be limited to ingress and egress for roads and transmission. Exhibit B describes the intended Leased Premises as of the Effective Date. However, the wind analysis and other studies that will occur on the Leased Premises may indicate that the Leased Premises should be modified so as to better fulfill the intentions of the Tenant. Prior to construction of the Wind Energy Facility, Tenant will present the final layout of the Wind Energy Facility and the Leased Premises to Landlord for review, input, and approval, which approval shall not be unreasonably withheld or delayed. The final layout ("Final Plan") will show the Wind Energy Facility and the boundaries of the Leased Premises, including but not limited to the land involved for access, power lines, Turbines, underground improvements, and test towers or further provided for in Sections 1.3.1. Failure of the Landlord to provide Tenant with its written objection to such Final Plan within Thirty (30) days of its submittal by Tenant to Landlord shall be deemed approval thereof by Landlord. Once the agreed-upon Final Plan is approved by both Landlord and Tenant, Exhibit B of this Wind Energy Facility Ground Lease shall be amended to reflect the Final Plan. The Leased Premises will include real property interests (including allowing road construction and maintenance) for: (i) One (1) or more wind energy turbines, including foundations, related supporting towers and electrical controllers (the "Turbines" and each a "Turbine"), (ii) ingress and egress to and from the sites of all Wind Energy Facility components, (iii) power lines relating to the Wind Energy Facility, (iv) access, including access for third parties and related entities, for the purposes of construction, maintenance, repair, replacement, inspection or any and all other purposes in connection with the investigation of the feasibility of,

establishment, operation and removal of the Wind Energy Facility; (v) the right to grant non-exclusive licenses, sub-leases and co-leases to use such Leased Premise in connection with or to further Tenant's operations under this Lease, and (vi) such additional rights as may be necessary for the development, construction, maintenance and operation of the "Wind Energy Facility". In addition, the Tenant shall have the right to occasionally enter upon and use other portions of the Premises for purposes incidental to the investigation of the viability of, and construction and use of, the Wind Energy Facility so long as such incidental use does not damage the Premises or interfere with the Landlord's use thereof. Such incidental uses include, by way of example and not limitation, taking photographs and/or sound measurements relating to the Leased Premises from other portions of the Premises, and conducting environmental, wildlife, geologic, and/or archaeological studies in connection with the potential impact of the Wind Energy Facility.

- 1.3.4 Wind Energy Project Operation.** Tenant has the right to enter upon the Property at any time to conduct all activities necessary to repair, remove, maintain, service, and replace the Wind Energy Project.
- 1.3.5 Coexistence of Wind Energy Project and Landlord's Uses.** Once the Wind Energy Project is built, the actual footprint occupied by each Wind Turbine Generator ("WTG") is typically less than 800 square feet (per WTG). Therefore, there is substantial opportunity for the Landlord to utilize the remainder of the Property not utilized by the Wind Energy Project, as long as such use does not hinder the operation of the Wind Energy Project as noted in more detail in Section 5.7 below.
- 1.4 Exclusivity.** The interests granted to the Tenant under this Lease are exclusive and Landlord will not grant any lease, easement, or interest in or upon the Property as it relates to converting and delivering wind energy to electrical energy, to another person or entity, for the term of this Lease.
- 1.5 Easement.** Landlord grants to Tenant a non-exclusive easement for ingress and egress to the Property, and to transmit electricity via utility lines, conduit, pipes, or poles to any interconnection point selected by the Tenant. The exact location of such Easements may later be appended as an additional Exhibit when and if they are exactly located and delineated.
- 1.6 Financing.** (a) Tenant shall have the right to encumber its interest in the Property under this Lease and in the Facility by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any person or persons providing all or a portion of the financing for the Facility or any person or persons providing a refinancing of any such financing or any trustee for such person or persons (each, a "Financing Party"). Any such mortgage shall be inferior and subject to the prior right, title and interest of Landlord in the Site as set forth in this Lease. Without limitation to the foregoing, Landlord hereby consents to any such mortgage, lease, deed of trust or similar instrument or instruments, security agreement, fixture filing, financing statements, or similar instrument or instruments in favor of any Financing Party, and agrees that such Financing Party shall have the right to access the Property without impairment by Landlord for the purpose of Financing Party proceeding to

obtain possession of the Facility and any parts of the Facility which represent collateral for the Financing Party's financing to the Tenant in order for Financing Party to proceed with Financing Party's rights in and to any and all such collateral, including but not limited to the right to proceed with a sale of such collateral. In such event, Financing Party shall be responsible to Landlord solely for the rent under this Lease during such time period as Financing Party exercises its right of access.

(b) In the event of a foreclosure or seizure of Tenant's rights or property or the exercise of any other right under any security agreement granted by Tenant to a Financing Party, Landlord agrees to permit each Financing Party to exercise any and all rights of Tenant hereunder. Landlord further agrees to give each Financing Party sixty (60) days notice of any Payment Default by Tenant and ninety (90) days notice of any Non-payment Default by Tenant hereunder. In the event of a Non-payment default a reasonable further opportunity to cure such default shall be provided if weather or access to the Premise is physically difficult before Landlord exercises any rights or remedies against Tenant as a result of such default. Landlord agrees to execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 15, subject only to the condition precedent that the Tenant is not at the time of such request in default of its payment obligations hereunder. Landlord shall be timely provided with current addresses for all financing parties and their assignees.

2. Lease Term

2.1 **Term.** This Lease is comprised of a Development Term and Operation Term defined below. All rights under this Lease will commence at the Effective Date.

2.2 **Development Term.** The Development Term will commence at the Effective Date with an initial period of four years. Activities conducted during the Development Term will be consistent with those defined in Section 1.3.2.

2.2.1 **Extension.** Tenant has the right to extend the Development Term two consecutive terms of one year each. Tenant must give Landlord written notice of intent to extend the Development Term 30 days prior to expiration of Development Term.

2.2.2 **Expiration.** The Development Term will expire at the earlier of (1) the commencement of the Operation Term, as defined in Section 2.3, and (2) the expiration of the Development Term and extensions.

2.3 **Operation Term.** The Operations Term will extend for 40 years, commencing at the date the Wind Energy Project first delivers electrical energy to the electric utility grid, onsite user, or any other buyer ("Commercial Operation Date").

3. Lease Payments

3.1 **Development Term Fee.** Prior to the Commercial Operation Date, Tenant will pay Landlord:

(a) a Development Term Fee of _____ subject to this agreement annually for the initial four year Development Term. The first payment is due within 30 days of the

signing of this Lease and subsequent payments are due yearly at the anniversary of the Effective Date.

- (b) a Development Term Fee of _____ subject to this agreement annually for any Extension of the Development Term. Payment is due on the fifth and sixth anniversary of the Effective Date, as applicable.
- (c) _____ lease agreement is entered into on or prior to _____, March 1, 2009.
- (d) _____ annually for each MET Tower installed on the property covered by this agreement.

The Development Term Fee will cease at the Commercial Operation Date or if this Lease terminates under Section 9, with Landlord receiving pro rata share of payments.

3.2 Operation Term Fee. After the commencement of Commercial Operations, Tenant will pay Landlord:

- (a) _____ per wind turbine generator installed on the property covered by this agreement within 30 days of the completion of installation activities associated with each wind turbine,
- (b) for years one through fifteen of the Operation Term, an Operation Term Fee royalty payment equal to _____ of any and all wind turbine generators installed on the property covered by this agreement. Gross Operating Proceeds shall mean the actual gross operating revenues (including without limitation operating revenues deriving from the sale of electric power, renewable energy credits, forward capacity, and carbon offsets) of any and all wind turbine generators installed on the property covered by this agreement. The gross operating revenues shall not include state or federal tax credit subsidies, such as the Section 45 Federal Production Tax Credit for wind, and/or (ii) any interest earned or accrued on any of Tenant's capital or revenue accounts.
- (c) for years sixteen through forty of the Operation Term, an Operation Term Fee royalty payment equal to _____ of any and all wind turbine generators installed on the property covered by this agreement.
- (d) A one time payment of _____ if above ground transmission line that requires 100 ft wide Right of Way.

Payments to Landlord made in accordance with paragraph (b) and (c) of this Section 3.2 shall not be less than _____ Payments to Landlord made in accordance with paragraph (b) and (c) of this Section 3.2 shall be made within 60 days of the end of each six month period ending June 30th and December 31st. ”). The Minimum Guaranteed Rent shall be adjusted on each anniversary of the Commercial Operations Date, using the change in the then most recently available monthly Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted, All Items, Base Period 1982-84 =100 (“CPI-U”), as published by the U.S. Department of Labor Bureau of Labor Statistics, as compared to that monthly index figure twelve months before, with any increase in the monthly index amounts to be applied as an annual percentage. For example, for December 2005 the CPI-U was 195.3 and for December 2004 CPI-U was 188.9, for an increase of 6.4. If these were the applicable index figures for an annual adjustment of the Minimum Guaranteed Rent, the annual increase in the Minimum Guaranteed Rent would be calculated as 6.4 divided by 188.9, expressed as a percent and rounded to the nearest thousandth, or 3.388%. The most recent Minimum Guaranteed Rent amount shall be so adjusted each year on a compound

basis, so that prior adjustments are included. (If the CPI-U should no longer be published by the U.S. Department of Labor Bureau of Labor Statistics, the most comparable index then so published U.S. Department of Labor Bureau of Labor Statistics shall be substituted for it, and such substitute index shall then used in accordance with any then suggestions of the U.S. Department of Labor Bureau of Labor Statistics for using such substitute index.)

4. Tenant's Covenants/Duties

- 4.1 **Applicable Laws.** Tenant will at all times comply with federal, state, and local laws, statutes, ordinances, rules, regulations, judgments, and all other valid orders of any governmental authority with respect to Tenant's activities. Tenant will obtain all licenses and permits required to conduct activities associated with developing and operating the Wind Energy Project. Tenant reserves the right to contest or appeal any law, statute, ordinance, rule, regulation, judgment, or order brought against the Tenant or Landlord regarding the leased Property or Wind Energy Project.
- 4.2 **Insurance.** Tenant will maintain liability insurance covering the Wind Energy Project and Tenant's activities conducted on the Property during the Development and Operation Terms. The amount of insurance coverage must be at least \$1,000,000.00. Insurance coverage may be provided as part of a blanket policy that covers other wind facilities and Tenant activities. Landlord will be included as an insured under Tenant's insurance policy. Tenant will give written notice to Landlord within thirty (30) days of any cancellation or material change in insurance coverage.
- 4.3 **Liens.** Tenant will keep the Property free and clear of all liens and claims of liens for labor, materials, services, supplies, and equipment performed on the Property and associated with the Wind Energy Project. Tenant may contest any such lien but must post bond or use other available means to remove lien created during the contested proceeding. Tenant is otherwise required to remove any such liens within sixty (60) days of notice of its creation.
- 4.4 **Hazardous Materials.** Tenant will not store, use, dispose of, release or cause or permit to be stored, used, disposed of, or released on or under the Property during the Term, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be needed to construct, operate, maintain, and decommission the Wind Energy Project and is in compliance with applicable laws.
- 4.5 **Taxes.** Tenant will pay all personal property taxes attributable to the Wind Energy Project installed on the Property. Tenant will submit a request to the governing tax assessor to itemize taxes on the Wind Energy Project and Tenant may choose to pay this tax directly to assessor or reimburse Landlord of all increases in real property taxes resulting from the Wind Energy Project installation. Landlord is responsible for taxes on the underlying Property itself and those taxes attributable to all other facilities or improvements installed by Landlord.
- 4.5.1 **Use Value Assessment.** If the Leased Premises and/or the Premises or any portion thereof are withdrawn from or become disqualified for use value assessment because of Tenant's use of the Leased Premises, then Tenant will reimburse Landlord for any

additional taxes or assessments that are imposed for tax years during the term of this Lease, including any land use change tax or penalty incurred when the Leased Premises and the Premises are withdrawn or become disqualified, solely due to such withdrawal or disqualification resulting from Tenant's use of the Leased Premises. Tenant shall reimburse Landlord within 30 days of receiving any such reimbursement request from Landlord, except that each and every land use change tax or penalty, assessed at time of withdrawal or change of use due to actions of the Tenant on the Premises by a municipal or county tax authority shall be paid to the appropriate municipal or county tax assessor directly by the Tenant on or before the tax payment due date upon presentation of the tax bill for the same to the Tenant by the Landlord or funds to pay the same provided to the Landlord by the Tenant before the payment due date. This Subsection 4.5.1 shall apply only provided that the Premises and the Leased Premises were subject to current use assessment at the time of the Effective Date of this Lease.

- 4.6 **Restoration.** Within 12 months of the termination of this Lease, Tenant will return Property to as reasonable condition as practicable as it was in before the Effective Date, by removing from the Premises all fixtures associated with the Wind Energy Project, including towers, footings, concrete pads, anchors, buildings, cables, and other equipment. Tenant is not required to remove foundations, pipes, conduit, wire, structures and other fixtures located more than three feet below ground.
- 4.7 **Inspection Of Records.** Not more than once a year Landlord shall have the right by appointment at Tenant's office during normal business hours, personally or by representative, to inspect the utilities statements received by the Tenant and any other books and records of the Tenant for the purpose of verifying the payments due under this Agreement. Landlord agrees to keep confidential all information inspected or obtained by Landlord or his or her representative and shall provide, if requested by Tenant, a confidentiality agreement.
- 4.8 **Landlord's Rights.** Nothing herein provided shall hinder or obstruct the use of the real property to include but not be limited to commercial production of timber, farming, hunting, conservation or any other purposes that do not impede or obstruct the Tenant in any manner in carrying out the purposes and intent of this Agreement.
- 4.9 **Review of Plans.** The Tenant shall provide Landlord its plans of construction indicating the location of the wind turbines, roads and power lines before final construction or location thereof. Tenant shall work with Landlord to accommodate alternate locations suggested by Landlord, and shall adjust its plans accordingly if the alternate location is expected to result in the same or greater electricity generation from the project, and the cost of the alternative location is equal to or less than the original proposed location.
- 4.10 **Crop Damage.** In the event of crop damage suffered by Landlord during the construction phase as provided in this Agreement, Tenant shall pay fair compensation for such losses or damages. In the event there is no agreement as to the value or amount of the fair compensation, the issue shall be determined by arbitration by the American Arbitration Association or other arbitrator agreed upon by the parties hereto. Tenant shall have no obligation for the loss of income of whatever nature that might otherwise have been received by the Landlord subsequent to the construction phase.

- 4.11 **Removal of Timber.** In the event that timber is required to be removed from the premises to allow for the construction of wind turbines, roads and power lines on the Landlord's property, Tenant agrees to compensate Landlord at the then market value of any stumpage removed and will use Landlord, or its affiliates, as subcontractor to do all tree and land clearing provided that Landlord's rates are competitive and reasonable.

5. Landlord's Covenants.

- 5.1 **Title.** Landlord is the sole Landlord of the Property, held in fee simple title. Landlord and each person signing this Lease on behalf of Landlord is authorized to do so and all persons having an ownership interest in the Property (including spouses) are signing this Lease. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord, according to its terms.
- 5.2 **Quiet Enjoyment.** Tenant has the right to quiet use and enjoyment of the Property in accordance with this Lease. Landlord or a person acting on behalf of Landlord may not interfere in any way with the rights of Tenant.
- 5.3 **Hazardous Materials.** Landlord has not stored, used, disposed of, released on or under the Property prior to the Effective Date, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be allowed by law. After the Effective date, Landlord will not store, use, dispose of, or release any matter listed above, except as allowed by law.
- 5.4 **Liens.** Except as disclosed in writing by Landlord on Exhibit "D" attached hereto, there are no other liens, encumbrances, leases, mortgages, deeds, or other exceptions (collectively, "Liens") to Landlord's title to the Property. Landlord shall cooperate with Tenant to obtain non-disturbance agreements from each party that holds a Lien that may interfere with Tenant's rights under this Lease. If Landlord is unable to obtain a non-disturbance agreement from a Lien that is senior to this Lease, Tenant can elect to make payments on that Lien if Landlord is in default. Tenant may offset those payments from amounts due to Landlord under this Lease. Any Lien senior to this Lease that Landlord enters into after the Effective Date will be accompanied by a non-disturbance and attornment agreement from the lienholder.
- 5.4.1 A non-disturbance and attornment agreement shall prohibit the lienholder from disturbing Tenant's possessions or rights under the Lease so long as the Tenant continues to abide by the terms of this Lease and agrees to make all payments due hereunder to lienholder in the event of an Landlord default.
- 5.5 **Cooperation.** Landlord agrees to sign all permit and financing applications and other documents related to the development and operation of the Wind Energy Project, without delay. Landlord agrees to join with Tenant in all grants for rights of ways, easements, zoning variances, and approvals necessary for development of the Wind Energy Project. All costs incurred by Landlord in Section 5.5 will be paid by Tenant.
- 5.6 **Property Taxes.** Landlord agrees to pay all real property taxes and assessments on the Property, excluding those attributable to the Wind Energy Project. If Landlord fails to pay

taxes, Tenant may choose to pay them, and deduct the amount from payment required under this Lease. If local tax assessor refuses to levy individual tax assessments to the real property and Wind Energy Project, Tenant agrees to reimburse Landlord for portion of taxes attributable to Wind Energy Project.

- 5.7 **Landlord's Use and Improvements.** Landlord may not use the land in such a way that would materially impede the ability of the Wind Energy Project to function as intended, including, but not limited to, installation of any improvements on the Property after the Effective Date, over 20 feet tall or within 750 feet of the Wind Energy Project without prior written consent of Tenant. Nor may Landlord grant a third party an interest in the Property that may interfere with the Wind Energy Project, without written consent of the Tenant. The height restriction outside of the 750 foot buffer does not apply to tree growth.
- 5.8 **Lateral Support.** Tenant shall have the right to lateral support for the wind power facilities on the property to whatever extent is necessary for the safe construction and maintenance of the facilities. Landlord shall not excavate so near the area of the wind power facilities so as to undermine or otherwise adversely affect their stability.
6. **Indemnification.** Each party (the "Indemnifying Party") will defend, hold harmless, and indemnify the other party and the other party's officers, directors, representatives, mortgagees, and agents (the "Indemnified Party") against any losses, damages, claims, liabilities, and expenses for physical damage to property or personal injury to any person, and arising out of (1) any activity conducted by Indemnifying Party on the Property, (2) any negligent or intentional act or omission committed by the Indemnifying Party, (3) any breach of this Lease by the Indemnifying Party. This indemnification will not apply to any loss, liability, claim, damage, or expense caused by the negligent or intentional act or omission of the Indemnified Party. This indemnification will survive the term of this Lease.
7. **Assignment; Encumbrance of Lease.**
- 7.1 **Tenant.** Tenant may transfer or assign any or all rights under this Lease with the Landlord's written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that the terms of any transfer are consistent with this Lease. Tenant's obligation and liability under this Lease will remain until its assignee/purchaser has assumed in writing all of the obligations of Tenant under this Lease.
- 7.2 **Landlord's Assignability.** Landlord has the right to sell the Property and upon such sale to assign its rights under this Lease to the purchaser of the Property provided, however, that Landlord's rights hereunder are contingent on the purchaser assuming in writing all of the obligations of Landlord under this Lease.
- 7.3 **Successors.** This Lease will obligate all heirs, successors, and assigns of the parties.
8. **Condemnation.** If Property or portion thereof is subject to Condemnation or purchased by federal, state, or local government through the power of eminent domain, the Tenant may terminate this Lease upon the government's vesting of title or taking possession. Landlord and Tenant shall use all reasonable and diligent efforts, each at its own expense, to contest such taking. The Tenant is entitled to an award in any condemnation proceeding to compensate for the cost of removing or relocating the Wind Energy Project, the loss of Property use, and other lost value attributed to the taking.

9. Termination. This Lease will terminate when any of the following events occur:

- 9.1 Tenant elects to terminate, which becomes effective 60 days after written notice to Landlord. Landlord is entitled to pro rata share of payments due through, and at the date of termination.
- 9.2 The Tenant fails to reach the Commercial Operation Date before expiration of the Development Term. Landlord may agree to waive this clause.
- 9.3 Upon expiration of the Operations Term.
- 9.4 A party defaults on this lease, and the non-defaulting party elects to terminate this lease as referred to in Section 10.

10. Default.

- 10.1 **Event of Default.** If an event of default occurs, the non-defaulting party may terminate this Lease. An event of default includes:

- 10.1.1 Any material breach of this Lease that remains uncured after 60 days written notice from the non-breaching party,
- 10.1.2 Nonpayment by either party as required by this Lease, which remains uncured after 60 days written notice from the non-breaching party. The defaulting party may challenge the amount owed and initiate dispute resolution, as defined in Section 15, provided such action commences within the above 60-day period.

11. Force Majeure. The parties are not liable or responsible for any delay in carrying out the terms of this Lease caused by any act of God, fire, sabotage, shortage of labor or materials, inclement weather, war, restrictive government laws or regulations, or for any other reason outside the control of the parties.

12. Miscellaneous.

- 12.1 **Governing Law.** This Lease is governed and interpreted in accordance with the laws of the State of Maine.
- 12.2 **Severability.** If any term of this Lease is for any reason invalid or unenforceable, the rest of this Lease remains in full effect.
- 12.3 **Headings.** The headings in this Lease are for convenience only and should not be construed to affect the construction or interpretation of this Lease.
- 12.4 **Waiver/Alteration.** Any term of this lease may be waived, amended, or added as mutually agreed upon in writing by the parties. Any changes will be attached as an addendum to this Lease.
- 12.5 **Entire Agreement.** This Lease constitutes the entire agreement between the parties pertaining to its subject matter.

- 13. Record of Lease.** Landlord and Tenant agree that this Lease will not be recorded in the public records. The parties will execute a Notice of Lease setting forth a description of the property and other terms of this Lease, but excluding all terms relating to payments to Landlord, as set forth in Exhibit "B". The Notice of Lease will be recorded in the Registry of Deeds for the Property's location. Any subsequent amendments of this Lease, including all easements subsequently entered into in accordance with this Lease, shall be reflected by filing with the County an appropriate Notice of Amendment to Lease. The cost of recording all documents shall be borne by the Tenant.
- 14. Confidentiality.** The parties will maintain in confidence all information pertaining to the terms of the Lease except as necessary to complete this transaction, including disclosure to the parties' officers, directors, attorneys, accountants, consultants, financing sources, and as required by law.
- 15. No Assurance as to Development.** Landlord explicitly agrees and acknowledges: (i) that the business of developing electric generation facilities is subject to many significant risks, including but not limited to the need to obtain land use approvals and environmental permits, the need to obtain financing and the need to obtain power sales contracts with credit-worthy purchasers; (ii) that the Tenant may not be successful in its efforts to develop, finance and construct a Facility on the Site; and (iii) that, in the event the Tenant does not obtain approvals, permits, financing and contracts acceptable to it in its sole discretion, the Lease will terminate pursuant to the terms herein and Tenant shall have no further liability to the Landlord of any kind other than those financial obligations specifically set forth herein. The Landlord hereby agrees and acknowledges that the Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of the Tenant successfully developing, financing and/or constructing a Facility on the Site and the Landlord receiving Rent hereunder. Nothing in this Section, however, shall preclude Tenant from electing to declare an Early Commissioning Date, If requested by Landlord, Tenant agrees to provide the Landlord with periodic updates on the Tenant's progress in its development efforts for the Facility.
- 16. Arbitration.** Any dispute arising out of this Lease, will be settled by mediation where the parties mutually agree upon the third party mediator. If a party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference or if a party has waived its right to mediate any issues in dispute, then any unresolved dispute arising out of or relating to this Lease or breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association.
- 17. Notice.** All notices required by this Lease shall be made in writing and delivered either personally or by certified mail to the parties respective addresses set forth below.

(Signature Page to Follow)

LANDLORD

Thorndike and Sons Inc.

By: Karen Thorndike

Date: 2/20/09

Address:

PO Box 260.

Strong, ME 04983

TENANT

Patriot Renewables, LLC

By: Jay Cashman

Date: _____

Address:

Patriot Renewables, LLC

549 South Street, P.O. Box 692396

Quincy, MA 02269

STATE OF MAINE

Franklin SS.

On this 20th day of February, 2009, before me, the undersigned notary public, personally appeared Karen Thorndike, as President of Thorndike & Sons [corporation], proved to me through satisfactory evidence of identification, which was a Maine 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 President of [said corporation].

Sandra M. Mitchell
Notary Public
My Commission Expires: May 13, 2014

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

On this 26th day of February, 2009, before me, the undersigned notary public, personally appeared Jay Cashman, as owner of Patriot Renewables [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 said [corporation].

Mh Bell
Notary Public
My Commission Expires:

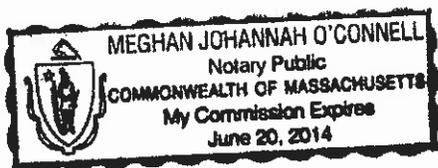


Exhibit A Property Description

Exhibit A-Property Description



Canton, Maine

Exhibit B
Wind Energy Project Premises

**Exhibit C
Notice of Lease**

This Notice of Lease is made this 20 day of February, 2009 between Patriot Renewables, LLC, LLC, of 549 South Street, P.O. Box 692396, Quincy, MA 02269 (the "Tenant") and Thorndike and Sons Inc. of PO Box 260. Strong, ME 04983 (the "Landlord").

Background

- A. The parties have entered into a Lease dated February 20, 2009_ for use of property identified below.
- B. The parties agree to record this Notice of Lease in the Registry of Deeds where the property is located.

Conditions

- 1. **Property Description.** Landlord leases to Tenant property on Canton Mountain in Canton, Maine listed as +/- 993 Acres as Range map 8 lot 9 and map 10 lot 17 in the Town of Canton Tax Records as Attachment 1 to Notice of Lease.
- 2. **Scope.** Landlord and Tenant agree to enter into a land lease agreement for the purpose of developing and operating a Wind Energy Project for at least 40 years unless otherwise indicated in the Lease.
- 3. **Assignment.** Tenant can assign the terms of the lease, without consent of Landlord.
- 4. **Addresses.** The parties addresses as set forth in the Wind Energy Project Land Lease are:

LANDLORD

Thorndike and Sons Inc.
PO Box 260.
Strong, ME 04983

TENANT

Patriot Renewables, LLC
549 South Street, P.O. Box 692396
Quincy, MA 02269

(Signature Page to Follow)

LANDLORD

Thorndike and Sons Inc.

By: Karen Thorndike

Date: 2/20/09

Address:

PO Box 260

Strong, ME 04983

TENANT

Patriot Renewables, LLC

By: Jay Cashman

Date: _____

Address:

Patriot Renewables, LLC

549 South Street, P.O. Box 692396

Quincy, MA 02269

STATE OF MAINE

Franklin, SS.

On this ~~20th~~ day of February, 2009, before me, the undersigned notary public, personally appeared Karen Thorndike, as President of Thorndike & Sons [corporation], proved to me through satisfactory evidence of identification, which was a Maine 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 President of [said corporation].

Sandra M. Mitchell
Notary Public

My Commission Expires: May 13, 2014

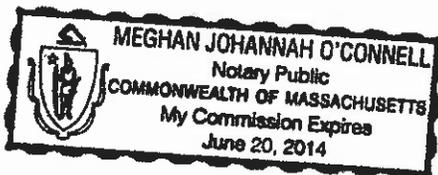
COMMONWEALTH OF MASSACHUSETTS

Worfolk, SS.

On this 20th day of February, 2009, before me, the undersigned notary public, personally appeared Jay Cashman, as owner of Patriot Renewables [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 said [corporation].

Myla O'Connell
Notary Public

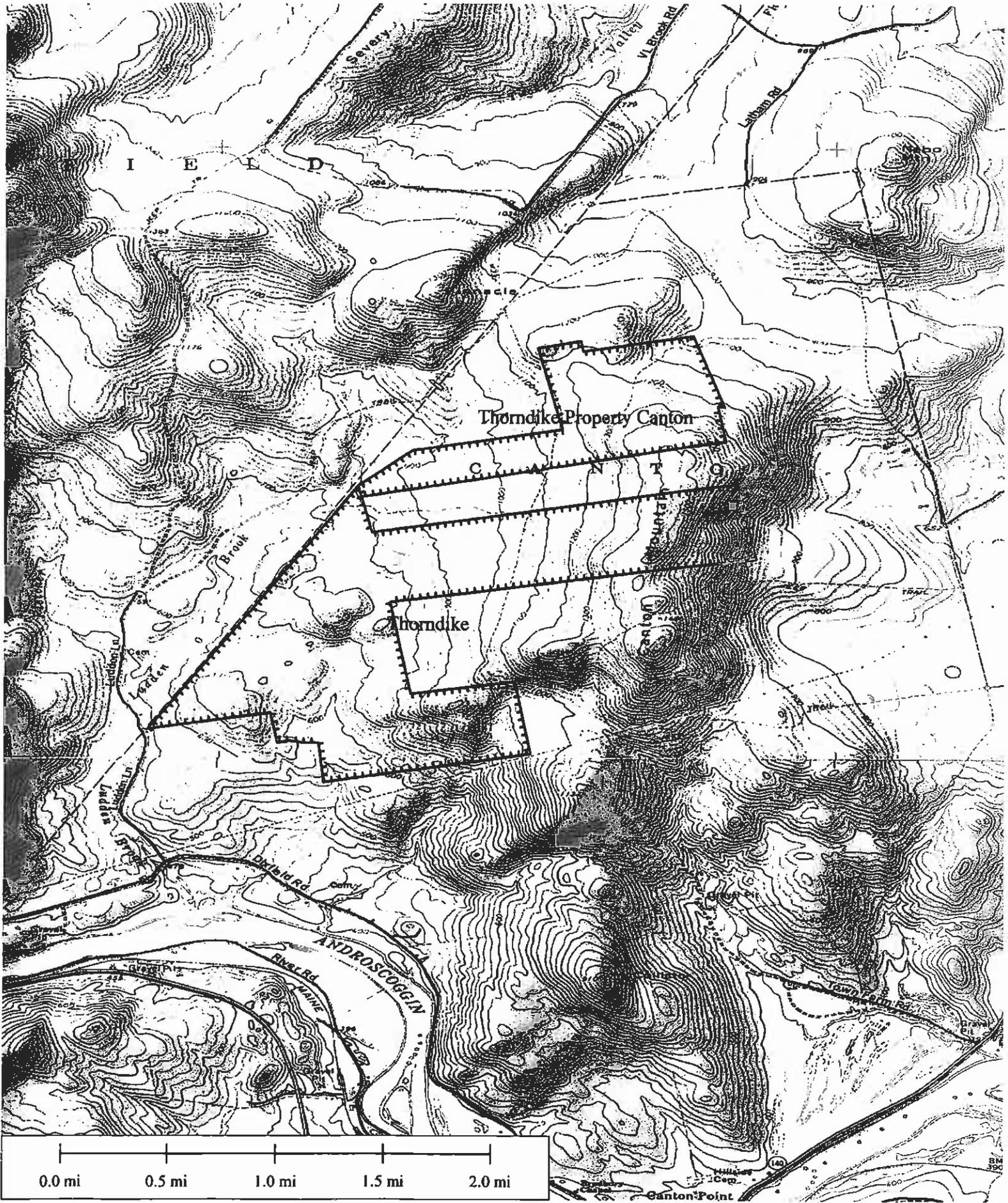
My Commission Expires: _____



**Attachment 1 to Notice of Lease
Property Description**

[Copy Exhibit A]

Exhibit A-Property Description



Canton, Maine

Exhibit D
Landlord's Disclosure of Liens

WIND ENERGY LAND LEASE

This Wind Energy Land Lease (the "Lease") is made this 20 day of February, 2009, (the "Effective Date") between Patriot Renewables, LLC, of 549 South Street, P.O. Box 692396, Quincy, MA 02269 (the "Tenant") and Thorndike and Sons Inc. of PO Box 260, Strong, ME 04983 ("Landlord").

Background

Landlord owns property on The Colonel Holman Mountain Range in Dixfield, Maine listed on map 4 lot 8, map 5 lot 28, Map 9 Lot 19, and surrounding parcels on the ridgeline, in the Town of Dixfield Tax Records or any abutting property that Landlord purchases on the ridgeline. (the "Property"). Tenant is interested in evaluating Landlord's property to determine whether certain areas would be viable for developing a Wind Energy Project (as that term is defined below) that would consist of the installation of one or more Wind Turbine Generators ("WTG") on the subject property. If one or more areas, typically the highest points on the property and/or near ridgeline areas, are deemed acceptable for the installation of a WTG; the Tenant will use its best efforts to minimize its development footprint for each WTG installed. As described below, the final developed footprint for each WTG installed is relatively small, usually encompassing less than 800 square feet. The remaining development needs would be those required to build an access road to the WTG locations and the access required to install a transmission line from the WTG's to a nearby utility line. To the extent feasible, existing roads and transmission lines will be used. As described below in Section 5.7, Landlord shall have the right to use the remainder of its property as it desires, as long as Landlord's subsequent uses do not impede the ability of the Wind Energy Project to operate as intended.

- A. Tenant and Landlord agree to enter into this exclusive Lease granting Tenant the right to develop, own, and operate a wind energy project on the Property.

The Conditions of this Lease are as follows:

1. Scope of Lease

- 1.1 **Lease.** In consideration of the fees set forth below, the Landlord exclusively leases Property to Tenant for the purpose of developing, constructing, operating, and maintaining a Wind Energy Project (the "Wind Energy Project") on the Property.
- 1.2 **Premises.** The Premises shall consist of that portion of the Property as referred to in Section 1.3.3
- 1.3 **Purpose and Use.** Tenant will use the Premises only for the purpose of developing, constructing, maintaining, and operating a Wind Energy Project.
- 1.3.1 **Wind Energy Project Defined.** The term "Wind Energy Project" shall mean all infrastructure and activity required to collect, transmit, and convert electrical energy from wind energy, including, but not limited to: (a) One or more wind turbine generators and related towers, foundations, and electrical controllers; (b) above and below ground electrical distribution and transmission power lines and towers, meters, transformers, substations, and other equipment required for production and delivery of electrical

energy, (c) access roads for construction and maintenance, and (d) buildings, fences, and all other required appurtenances. Any structures, equipment and facilities developed, constructed, or installed by or on behalf of the Tenant on the Property for the Wind Energy Project in accordance with the provisions of this Section 1.3 are referred to collectively as the "Facility".

1.3.2 Wind Energy Project Development. Tenant has the right to enter upon the Property at any time and conduct all activities necessary to study, design, develop, and construct the Wind Energy Project. Development activities include, but are not limited to those identified in Section 1.3.1, the installation of monitoring masts (MET Towers), sensors, guy wires, anchors, SODAR units, other temporary wind monitoring equipment, geotechnical studies and core sampling, permitting, photography and other visual studies, interconnection analysis, studies on wetlands, avian populations, presence of endangered species, other environmental monitoring, and operation of all supporting equipment.

1.3.3 Wind Energy Project Premises. Tenant will determine the size, type, manufacturer, and precise location on the Property, of the Wind Energy Project. Tenant may locate all required infrastructure for the Wind Energy Project, as referenced in Section 1.3.1, (a) within a specified area, located within the Property or (b) anywhere within the Property provided that no turbine is located within 750 feet of any buildings as existing on the Effective Date, without prior written consent of Landlord. Tenant will provide Landlord with a site plan showing the location of the Wind Energy Project, other structures, the Premises, and the Property boundaries to be appended to this Lease as Exhibit "B". The Leased Premises shall be a portion of the Premises and are described in particular on **Exhibit B** (including any map or maps referenced in Exhibit B). The Leased Premises includes certain appurtenant rights, privileges and easements to include but not be limited to ingress and egress for roads and transmission. **Exhibit B** describes the intended Leased Premises as of the Effective Date. However, the wind analysis and other studies that will occur on the Leased Premises may indicate that the Leased Premises should be modified so as to better fulfill the intentions of the Tenant. Prior to construction of the Wind Energy Facility, Tenant will present the final layout of the Wind Energy Facility and the Leased Premises to Landlord for review, input, and approval, which approval shall not be unreasonably withheld or delayed. The final layout ("**Final Plan**") will show the Wind Energy Facility and the boundaries of the Leased Premises, including but not limited to the land involved for access, power lines, Turbines, underground improvements, and test towers or further provided for in Sections 1.3.1 Failure of the Landlord to provide Tenant with its written objection to such Final Plan within Thirty (30) days of its submittal by Tenant to Landlord shall be deemed approval thereof by Landlord. Once the agreed-upon Final Plan is approved by both Landlord and Tenant, Exhibit B of this Wind Energy Facility Ground Lease shall be amended to reflect the Final Plan. The Leased Premises will include real property interests (including allowing road construction and maintenance) for: (i) One (1) or more wind energy turbines, including foundations, related supporting towers and electrical controllers (the "**Turbines**" and each a "**Turbine**"), (ii) ingress and egress to and from the sites of all Wind Energy Facility components, (iii) power lines relating to the Wind Energy Facility, (iv) access, including access for third parties and related entities, for the purposes of construction, maintenance, repair, replacement, inspection or any and all other purposes in connection with the investigation of the feasibility of,

establishment, operation and removal of the Wind Energy Facility; (v) the right to grant non-exclusive licenses, sub-leases and co-leases to use such Leased Premise in connection with or to further Tenant's operations under this Lease, and (vi) such additional rights as may be necessary for the development, construction, maintenance and operation of the "Wind Energy Facility". In addition, the Tenant shall have the right to occasionally enter upon and use other portions of the Premises for purposes incidental to the investigation of the viability of, and construction and use of, the Wind Energy Facility so long as such incidental use does not damage the Premises or interfere with the Landlord's use thereof. Such incidental uses include, by way of example and not limitation, taking photographs and/or sound measurements relating to the Leased Premises from other portions of the Premises, and conducting environmental, wildlife, geologic, and/or archaeological studies in connection with the potential impact of the Wind Energy Facility.

- 1.3.4 Wind Energy Project Operation.** Tenant has the right to enter upon the Property at any time to conduct all activities necessary to repair, remove, maintain, service, and replace the Wind Energy Project.
- 1.3.5 Coexistence of Wind Energy Project and Landlord's Uses.** Once the Wind Energy Project is built, the actual footprint occupied by each Wind Turbine Generator ("WTG") is typically less than 800 square feet (per WTG). Therefore, there is substantial opportunity for the Landlord to utilize the remainder of the Property not utilized by the Wind Energy Project, as long as such use does not hinder the operation of the Wind Energy Project as noted in more detail in Section 5.7 below.
- 1.4 Exclusivity.** The interests granted to the Tenant under this Lease are exclusive and Landlord will not grant any lease, easement, or interest in or upon the Property as it relates to converting and delivering wind energy to electrical energy, to another person or entity, for the term of this Lease.
- 1.5 Easement.** Landlord grants to Tenant a non-exclusive easement for ingress and egress to the Property, and to transmit electricity via utility lines, conduit, pipes, or poles to any interconnection point selected by the Tenant. The exact location of such Easements may later be appended as an additional Exhibit when and if they are exactly located and delineated.
- 1.6 Financing.** (a) Tenant shall have the right to encumber its interest in the Property under this Lease and in the Facility by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any person or persons providing all or a portion of the financing for the Facility or any person or persons providing a refinancing of any such financing or any trustee for such person or persons (each, a "Financing Party"). Any such mortgage shall be inferior and subject to the prior right, title and interest of Landlord in the Site as set forth in this Lease. Without limitation to the foregoing, Landlord hereby consents to any such mortgage, lease, deed of trust or similar instrument or instruments, security agreement, fixture filing, financing statements, or similar instrument or instruments in favor of any Financing Party, and agrees that such Financing Party shall have the right to access the Property without impairment by Landlord for the purpose of Financing Party proceeding to

obtain possession of the Facility and any parts of the Facility which represent collateral for the Financing Party's financing to the Tenant in order for Financing Party to proceed with Financing Party's rights in and to any and all such collateral, including but not limited to the right to proceed with a sale of such collateral. In such event, Financing Party shall be responsible to Landlord solely for the rent under this Lease during such time period as Financing Party exercises its right of access.

(b) In the event of a foreclosure or seizure of Tenant's rights or property or the exercise of any other right under any security agreement granted by Tenant to a Financing Party, Landlord agrees to permit each Financing Party to exercise any and all rights of Tenant hereunder. Landlord further agrees to give each Financing Party sixty (60) days notice of any Payment Default by Tenant and ninety (90) days notice of any Non-payment Default by Tenant hereunder. In the event of a Non-payment default a reasonable further opportunity to cure such default shall be provided if weather or access to the Premise is physically difficult before Landlord exercises any rights or remedies against Tenant as a result of such default. Landlord agrees to execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 15, subject only to the condition precedent that the Tenant is not at the time of such request in default of its payment obligations hereunder. Landlord shall be timely provided with current addresses for all financing parties and their assignees.

2. Lease Term

- 2.1 **Term.** This Lease is comprised of a Development Term and Operation Term defined below. All rights under this Lease will commence at the Effective Date.
- 2.2 **Development Term.** The Development Term will commence at the Effective Date with an initial period of four years. Activities conducted during the Development Term will be consistent with those defined in Section 1.3.2.
- 2.2.1 **Extension.** Tenant has the right to extend the Development Term two consecutive terms of one year each. Tenant must give Landlord written notice of intent to extend the Development Term 30 days prior to expiration of Development Term.
- 2.2.2 **Expiration.** The Development Term will expire at the earlier of (1) the commencement of the Operation Term, as defined in Section 2.3, and (2) the expiration of the Development Term and extensions.
- 2.3 **Operation Term.** The Operations Term will extend for 40 years, commencing at the date the Wind Energy Project first delivers electrical energy to the electric utility grid, onsite user, or any other buyer ("Commercial Operation Date").

3. Lease Payments

- 3.1 **Development Term Fee.** Prior to the Commercial Operation Date, Tenant will pay Landlord:
- (a) a Development Term Fee of _____ subject to this agreement annually for the initial four year Development Term. The first payment is due within 30 days of the

signing of this Lease and subsequent payments are due yearly at the anniversary of the Effective Date.

- (b) a Development Term Fee of _____ subject to this agreement annually for any Extension of the Development Term. Payment is due on the fifth and sixth anniversary of the Effective Date, as applicable.
- (c) _____ this lease agreement is entered into on or prior to March 1, 2009.
- (d) _____ for each MET Tower installed on the property covered by this agreement.

The Development Term Fee will cease at the Commercial Operation Date or if this Lease terminates under Section 9, with Landlord receiving pro rata share of payments.

3.2 Operation Term Fee. After the commencement of Commercial Operations, Tenant will pay Landlord:

- (a) _____ generator installed on the property covered by this agreement within 30 days of the completion of installation activities associated with each wind turbine,
- (b) for years one through fifteen of the Operation Term, an Operation Term Fee royalty payment equal to _____ of any and all wind turbine generators installed on the property covered by this agreement. Gross Operating Proceeds shall mean the actual gross operating revenues (including without limitation operating revenues deriving from the sale of electric power, renewable energy credits, forward capacity, and carbon offsets) of any and all wind turbine generators installed on the property covered by this agreement. The gross operating revenues shall not include state or federal tax credit subsidies, such as the Section 45 Federal Production Tax Credit for wind, and/or (ii) any interest earned or accrued on any of Tenant's capital or revenue accounts.
- (c) for years sixteen through forty of the Operation Term, an Operation Term Fee royalty payment equal to _____ of any and all wind turbine generators installed on the property covered by this agreement.
- (d) A one time payment of _____ above ground transmission line that requires 100 ft wide Right of Way.

Payments to Landlord made in accordance with paragraph (b) and (c) of this Section 3.2 shall not be less than _____. Payments to Landlord made in accordance with paragraph (b) and (c) of this Section 3.2 shall be made within 60 days of the end of each six month period ending June 30th and December 31st. ”). The Minimum Guaranteed Rent shall be adjusted on each anniversary of the Commercial Operations Date, using the change in the then most recently available monthly Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted, All Items, Base Period 1982-84 =100 (“CPI-U”), as published by the U.S. Department of Labor Bureau of Labor Statistics, as compared to that monthly index figure twelve months before, with any increase in the monthly index amounts to be applied as an annual percentage. For example, for December 2005 the CPI-U was 195.3 and for December 2004 CPI-U was 188.9, for an increase of 6.4. If these were the applicable index figures for an annual adjustment of the Minimum Guaranteed Rent, the annual increase in the Minimum Guaranteed Rent would be calculated as 6.4 divided by 188.9, expressed as a percent and rounded to the nearest thousandth, or 3.388%. The most recent Minimum Guaranteed Rent amount shall be so adjusted each year on a compound

basis, so that prior adjustments are included. (If the CPI-U should no longer be published by the U.S. Department of Labor Bureau of Labor Statistics, the most comparable index then so published U.S. Department of Labor Bureau of Labor Statistics shall be substituted for it, and such substitute index shall then used in accordance with any then suggestions of the U.S. Department of Labor Bureau of Labor Statistics for using such substitute index.)

4. Tenant's Covenants/Duties

- 4.1 **Applicable Laws.** Tenant will at all times comply with federal, state, and local laws, statutes, ordinances, rules, regulations, judgments, and all other valid orders of any governmental authority with respect to Tenant's activities. Tenant will obtain all licenses and permits required to conduct activities associated with developing and operating the Wind Energy Project. Tenant reserves the right to contest or appeal any law, statute, ordinance, rule, regulation, judgment, or order brought against the Tenant or Landlord regarding the leased Property or Wind Energy Project.
- 4.2 **Insurance.** Tenant will maintain liability insurance covering the Wind Energy Project and Tenant's activities conducted on the Property during the Development and Operation Terms. The amount of insurance coverage must be at least \$1,000,000.00. Insurance coverage may be provided as part of a blanket policy that covers other wind facilities and Tenant activities. Landlord will be included as an insured under Tenant's insurance policy. Tenant will give written notice to Landlord within thirty (30) days of any cancellation or material change in insurance coverage.
- 4.3 **Liens.** Tenant will keep the Property free and clear of all liens and claims of liens for labor, materials, services, supplies, and equipment performed on the Property and associated with the Wind Energy Project. Tenant may contest any such lien but must post bond or use other available means to remove lien created during the contested proceeding. Tenant is otherwise required to remove any such liens within sixty (60) days of notice of its creation.
- 4.4 **Hazardous Materials.** Tenant will not store, use, dispose of, release or cause or permit to be stored, used, disposed of, or released on or under the Property during the Term, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be needed to construct, operate, maintain, and decommission the Wind Energy Project and is in compliance with applicable laws.
- 4.5 **Taxes.** Tenant will pay all personal property taxes attributable to the Wind Energy Project installed on the Property. Tenant will submit a request to the governing tax assessor to itemize taxes on the Wind Energy Project and Tenant may choose to pay this tax directly to assessor or reimburse Landlord of all increases in real property taxes resulting from the Wind Energy Project installation. Landlord is responsible for taxes on the underlying Property itself and those taxes attributable to all other facilities or improvements installed by Landlord.
- 4.5.1 **Use Value Assessment.** If the Leased Premises and/or the Premises or any portion thereof are withdrawn from or become disqualified for use value assessment because of Tenant's use of the Leased Premises, then Tenant will reimburse Landlord for any

additional taxes or assessments that are imposed for tax years during the term of this Lease, including any land use change tax or penalty incurred when the Leased Premises and the Premises are withdrawn or become disqualified, solely due to such withdrawal or disqualification resulting from Tenant's use of the Leased Premises. Tenant shall reimburse Landlord within 30 days of receiving any such reimbursement request from Landlord, except that each and every land use change tax or penalty, assessed at time of withdrawal or change of use due to actions of the Tenant on the Premises by a municipal or county tax authority shall be paid to the appropriate municipal or county tax assessor directly by the Tenant on or before the tax payment due date upon presentation of the tax bill for the same to the Tenant by the Landlord or funds to pay the same provided to the Landlord by the Tenant before the payment due date. This Subsection 4.5.1 shall apply only provided that the Premises and the Leased Premises were subject to current use assessment at the time of the Effective Date of this Lease.

- 4.6 **Restoration.** Within 12 months of the termination of this Lease, Tenant will return Property to as reasonable condition as practicable as it was in before the Effective Date, by removing from the Premises all fixtures associated with the Wind Energy Project, including towers, footings, concrete pads, anchors, buildings, cables, and other equipment. Tenant is not required to remove foundations, pipes, conduit, wire, structures and other fixtures located more than three feet below ground.
- 4.7 **Inspection Of Records.** Not more than once a year Landlord shall have the right by appointment at Tenant's office during normal business hours, personally or by representative, to inspect the utilities statements received by the Tenant and any other books and records of the Tenant for the purpose of verifying the payments due under this Agreement. Landlord agrees to keep confidential all information inspected or obtained by Landlord or his or her representative and shall provide, if requested by Tenant, a confidentiality agreement.
- 4.8 **Landlord's Rights.** Nothing herein provided shall hinder or obstruct the use of the real property to include but not be limited to commercial production of timber, farming, hunting, conservation or any other purposes that do not impede or obstruct the Tenant in any manner in carrying out the purposes and intent of this Agreement.
- 4.9 **Review of Plans.** The Tenant shall provide Landlord its plans of construction indicating the location of the wind turbines, roads and power lines before final construction or location thereof. Tenant shall work with Landlord to accommodate alternate locations suggested by Landlord, and shall adjust its plans accordingly if the alternate location is expected to result in the same or greater electricity generation from the project, and the cost of the alternative location is equal to or less than the original proposed location.
- 4.10 **Crop Damage.** In the event of crop damage suffered by Landlord during the construction phase as provided in this Agreement, Tenant shall pay fair compensation for such losses or damages. In the event there is no agreement as to the value or amount of the fair compensation, the issue shall be determined by arbitration by the American Arbitration Association or other arbitrator agreed upon by the parties hereto. Tenant shall have no obligation for the loss of income of whatever nature that might otherwise have been received by the Landlord subsequent to the construction phase.

- 4.11 **Removal of Timber.** In the event that timber is required to be removed from the premises to allow for the construction of wind turbines, roads and power lines on the Landlord's property, Tenant agrees to compensate Landlord at the then market value of any stumpage removed and will use Landlord, or its affiliates, as subcontractor to do all tree and land clearing provided that Landlord's rates are competitive and reasonable.

5. Landlord's Covenants.

- 5.1 **Title.** Landlord is the sole Landlord of the Property, held in fee simple title. Landlord and each person signing this Lease on behalf of Landlord is authorized to do so and all persons having an ownership interest in the Property (including spouses) are signing this Lease. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord, according to its terms.
- 5.2 **Quiet Enjoyment.** Tenant has the right to quiet use and enjoyment of the Property in accordance with this Lease. Landlord or a person acting on behalf of Landlord may not interfere in any way with the rights of Tenant.
- 5.3 **Hazardous Materials.** Landlord has not stored, used, disposed of, released on or under the Property prior to the Effective Date, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be allowed by law. After the Effective date, Landlord will not store, use, dispose of, or release any matter listed above, except as allowed by law.
- 5.4 **Liens.** Except as disclosed in writing by Landlord on Exhibit "D" attached hereto, there are no other liens, encumbrances, leases, mortgages, deeds, or other exceptions (collectively, "Liens") to Landlord's title to the Property. Landlord shall cooperate with Tenant to obtain non-disturbance agreements from each party that holds a Lien that may interfere with Tenant's rights under this Lease. If Landlord is unable to obtain a non-disturbance agreement from a Lien that is senior to this Lease, Tenant can elect to make payments on that Lien if Landlord is in default. Tenant may offset those payments from amounts due to Landlord under this Lease. Any Lien senior to this Lease that Landlord enters into after the Effective Date will be accompanied by a non-disturbance and attornment agreement from the lienholder.
- 5.4.1 A non-disturbance and attornment agreement shall prohibit the lienholder from disturbing Tenant's possessions or rights under the Lease so long as the Tenant continues to abide by the terms of this Lease and agrees to make all payments due hereunder to lienholder in the event of an Landlord default.
- 5.5 **Cooperation.** Landlord agrees to sign all permit and financing applications and other documents related to the development and operation of the Wind Energy Project, without delay. Landlord agrees to join with Tenant in all grants for rights of ways, easements, zoning variances, and approvals necessary for development of the Wind Energy Project. All costs incurred by Landlord in Section 5.5 will be paid by Tenant.
- 5.6 **Property Taxes.** Landlord agrees to pay all real property taxes and assessments on the Property, excluding those attributable to the Wind Energy Project. If Landlord fails to pay

taxes, Tenant may choose to pay them, and deduct the amount from payment required under this Lease. If local tax assessor refuses to levy individual tax assessments to the real property and Wind Energy Project, Tenant agrees to reimburse Landlord for portion of taxes attributable to Wind Energy Project.

- 5.7 **Landlord's Use and Improvements.** Landlord may not use the land in such a way that would materially impede the ability of the Wind Energy Project to function as intended, including, but not limited to, installation of any improvements on the Property after the Effective Date, over 20 feet tall or within 750 feet of the Wind Energy Project without prior written consent of Tenant. Nor may Landlord grant a third party an interest in the Property that may interfere with the Wind Energy Project, without written consent of the Tenant. The height restriction outside of the 750 foot buffer does not apply to tree growth.
- 5.8 **Lateral Support.** Tenant shall have the right to lateral support for the wind power facilities on the property to whatever extent is necessary for the safe construction and maintenance of the facilities. Landlord shall not excavate so near the area of the wind power facilities so as to undermine or otherwise adversely affect their stability.
6. **Indemnification.** Each party (the "Indemnifying Party") will defend, hold harmless, and indemnify the other party and the other party's officers, directors, representatives, mortgagees, and agents (the "Indemnified Party") against any losses, damages, claims, liabilities, and expenses for physical damage to property or personal injury to any person, and arising out of (1) any activity conducted by Indemnifying Party on the Property, (2) any negligent or intentional act or omission committed by the Indemnifying Party, (3) any breach of this Lease by the Indemnifying Party. This indemnification will not apply to any loss, liability, claim, damage, or expense caused by the negligent or intentional act or omission of the Indemnified Party. This indemnification will survive the term of this Lease.
7. **Assignment; Encumbrance of Lease.**
- 7.1 **Tenant.** Tenant may transfer or assign any or all rights under this Lease with the Landlord's written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that the terms of any transfer are consistent with this Lease. Tenant's obligation and liability under this Lease will remain until its assignee/purchaser has assumed in writing all of the obligations of Tenant under this Lease.
- 7.2 **Landlord's Assignability.** Landlord has the right to sell the Property and upon such sale to assign its rights under this Lease to the purchaser of the Property provided, however, that Landlord's rights hereunder are contingent on the purchaser assuming in writing all of the obligations of Landlord under this Lease.
- 7.3 **Successors.** This Lease will obligate all heirs, successors, and assigns of the parties.
8. **Condemnation.** If Property or portion thereof is subject to Condemnation or purchased by federal, state, or local government through the power of eminent domain, the Tenant may terminate this Lease upon the government's vesting of title or taking possession. Landlord and Tenant shall use all reasonable and diligent efforts, each at its own expense, to contest such taking. The Tenant is entitled to an award in any condemnation proceeding to compensate for the cost of removing or relocating the Wind Energy Project, the loss of Property use, and other lost value attributed to the taking.

9. Termination. This Lease will terminate when any of the following events occur:

- 9.1 Tenant elects to terminate, which becomes effective 60 days after written notice to Landlord. Landlord is entitled to pro rata share of payments due through, and at the date of termination.
- 9.2 The Tenant fails to reach the Commercial Operation Date before expiration of the Development Term. Landlord may agree to waive this clause.
- 9.3 Upon expiration of the Operations Term.
- 9.4 A party defaults on this lease, and the non-defaulting party elects to terminate this lease as referred to in Section 10.

10. Default.

- 10.1 **Event of Default.** If an event of default occurs, the non-defaulting party may terminate this Lease. An event of default includes:

- 10.1.1 Any material breach of this Lease that remains uncured after 60 days written notice from the non-breaching party,
- 10.1.2 Nonpayment by either party as required by this Lease, which remains uncured after 60 days written notice from the non-breaching party. The defaulting party may challenge the amount owed and initiate dispute resolution, as defined in Section 15, provided such action commences within the above 60-day period.

- 11. **Force Majeure.** The parties are not liable or responsible for any delay in carrying out the terms of this Lease caused by any act of God, fire, sabotage, shortage of labor or materials, inclement weather, war, restrictive government laws or regulations, or for any other reason outside the control of the parties.

12. Miscellaneous.

- 12.1 **Governing Law.** This Lease is governed and interpreted in accordance with the laws of the State of Maine.
- 12.2 **Severability.** If any term of this Lease is for any reason invalid or unenforceable, the rest of this Lease remains in full effect.
- 12.3 **Headings.** The headings in this Lease are for convenience only and should not be construed to affect the construction or interpretation of this Lease.
- 12.4 **Waiver/Alteration.** Any term of this lease may be waived, amended, or added as mutually agreed upon in writing by the parties. Any changes will be attached as an addendum to this Lease.
- 12.5 **Entire Agreement.** This Lease constitutes the entire agreement between the parties pertaining to its subject matter.

- 13. Record of Lease.** Landlord and Tenant agree that this Lease will not be recorded in the public records. The parties will execute a Notice of Lease setting forth a description of the property and other terms of this Lease, but excluding all terms relating to payments to Landlord, as set forth in Exhibit "B". The Notice of Lease will be recorded in the Registry of Deeds for the Property's location. Any subsequent amendments of this Lease, including all easements subsequently entered into in accordance with this Lease, shall be reflected by filing with the County an appropriate Notice of Amendment to Lease. The cost of recording all documents shall be borne by the Tenant.
- 14. Confidentiality.** The parties will maintain in confidence all information pertaining to the terms of the Lease except as necessary to complete this transaction, including disclosure to the parties' officers, directors, attorneys, accountants, consultants, financing sources, and as required by law.
- 15. No Assurance as to Development.** Landlord explicitly agrees and acknowledges: (i) that the business of developing electric generation facilities is subject to many significant risks, including but not limited to the need to obtain land use approvals and environmental permits, the need to obtain financing and the need to obtain power sales contracts with credit-worthy purchasers; (ii) that the Tenant may not be successful in its efforts to develop, finance and construct a Facility on the Site; and (iii) that, in the event the Tenant does not obtain approvals, permits, financing and contracts acceptable to it in its sole discretion, the Lease will terminate pursuant to the terms herein and Tenant shall have no further liability to the Landlord of any kind other than those financial obligations specifically set forth herein. The Landlord hereby agrees and acknowledges that the Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of the Tenant successfully developing, financing and/or constructing a Facility on the Site and the Landlord receiving Rent hereunder. Nothing in this Section, however, shall preclude Tenant from electing to declare an Early Commissioning Date, If requested by Landlord, Tenant agrees to provide the Landlord with periodic updates on the Tenant's progress in its development efforts for the Facility.
- 16. Arbitration.** Any dispute arising out of this Lease, will be settled by mediation where the parties mutually agree upon the third party mediator. If a party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference or if a party has waived its right to mediate any issues in dispute, then any unresolved dispute arising out of or relating to this Lease or breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association.
- 17. Notice.** All notices required by this Lease shall be made in writing and delivered either personally or by certified mail to the parties respective addresses set forth below.

(Signature Page to Follow)

LANDLORD
Thorndike and Sons Inc.

By: Karen Thorndike

Date: 2-20-09

Address:

PO Box 260.

Strong, ME 04983

TENANT

Patriot Renewables, LLC

By: Jay Cashman

Date: _____

Address:

Patriot Renewables, LLC

549 South Street, P.O. Box 692396

Quincy, MA 02269

STATE OF MAINE

Franklin, SS.

On this 20th day of February, 2009, before me, the undersigned notary public, personally appeared Karen Thorndike, as President of Thorndike & Sons [corporation], proved to me through satisfactory evidence of identification, which was a Maine 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 President of [said corporation].

Sandra Mitchell
Notary Public

My Commission Expires: May 13, 2014

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

On this 20th day of February, 2009, before me, the undersigned notary public, personally appeared Jay Cashman, as owner of Patriot Renewables [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 said [corporation].

M. Kelly
Notary Public

My Commission Expires: _____

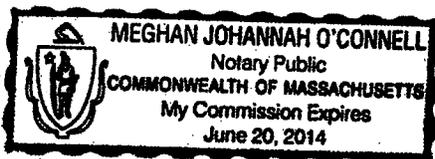
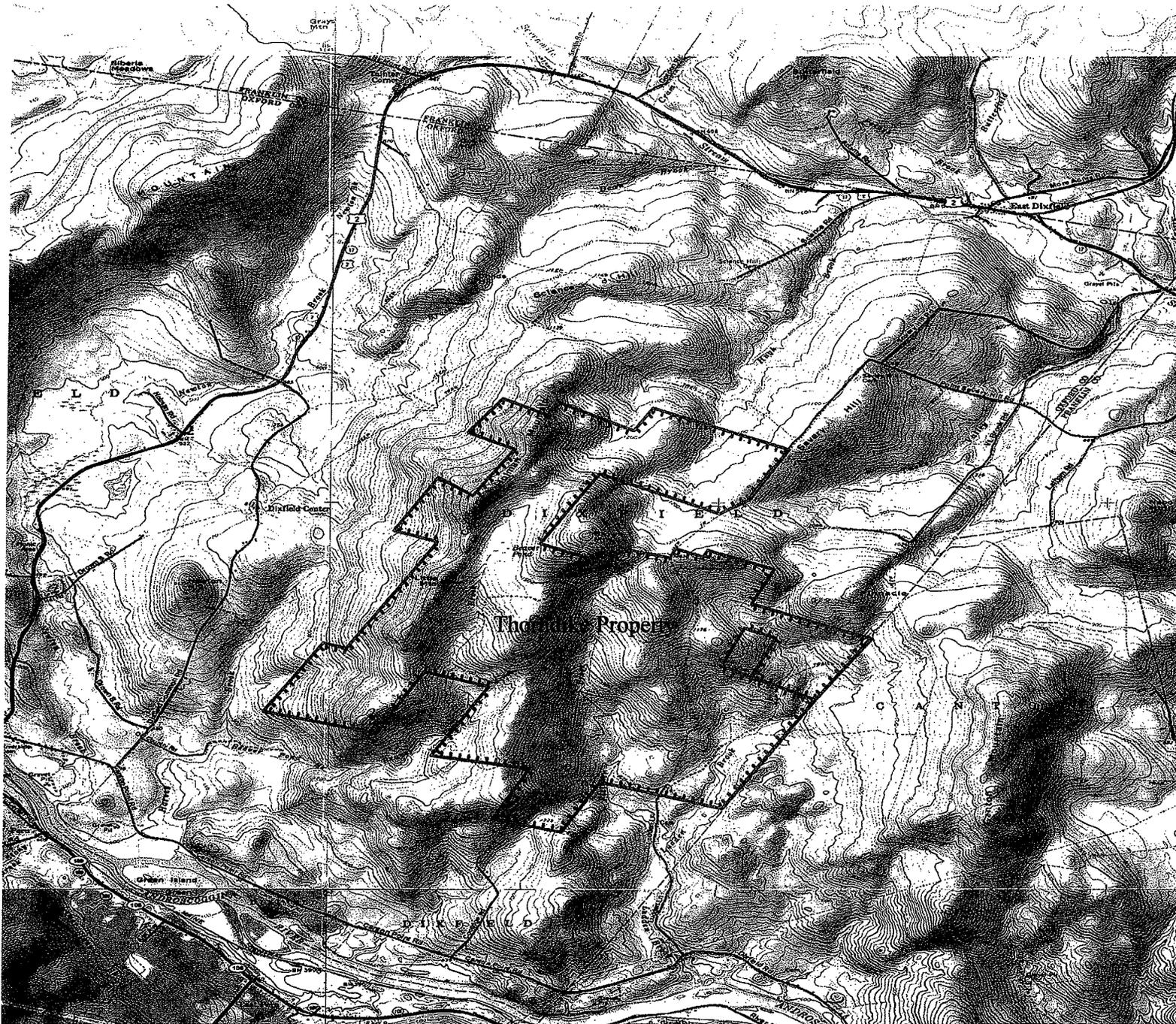


Exhibit A
Property Description

Exhibit A - Property Description



0.0 mi 1.0 mi 2.0 mi 3.0 mi 4.0 mi

Dixfield, Maine

Exhibit B
Wind Energy Project Premises

**Exhibit C
Notice of Lease**

This Notice of Lease is made this 20 day of February, 2009, between Patriot Renewables, LLC, LLC, of 549 South Street, P.O. Box 692396, Quincy, MA 02269 (the "Tenant") and Thorndike and Sons Inc. of PO Box 260. Strong, ME 04983 (the "Landlord").

Background

- A. The parties have entered into a Lease dated February 20, 2009 for use of property identified below.
- B. The parties agree to record this Notice of Lease in the Registry of Deeds where the property is located.

Conditions

- 1. **Property Description.** Landlord leases to Tenant property on The Colonel Holman Mountain Range in Dixfield, Maine listed as map 4 lot 8, map 5 lot 28, Map 9 Lot 19, and surrounding parcels on the ridgeline, in the Town of Dixfield shown in Attachment 1 to Notice of Lease.
- 2. **Scope.** Landlord and Tenant agree to enter into a land lease agreement for the purpose of developing and operating a Wind Energy Project for at least 40 years unless otherwise indicated in the Lease.
- 3. **Assignment.** Tenant can assign the terms of the lease, without consent of Landlord.
- 4. **Addresses.** The parties addresses as set forth in the Wind Energy Project Land Lease are:

LANDLORD

Thorndike and Sons
PO Box 260.
Strong, ME 04983

TENANT

Patriot Renewables, LLC
549 South Street, P.O. Box 692396
Quincy, MA 02269

(Signature Page to Follow)

LANDLORD

Thorndike and Sons Inc.

By: Karen Thorndike

Date: 2/20/09

Address:

PO Box 260.

Strong, ME 04983

TENANT

Patriot Renewables, LLC

By: Jay Cashman

Date: _____

Address:

Patriot Renewables, LLC

549 South Street, P.O. Box 692396

Quincy, MA 02269

STATE OF MAINE

Franklin, SS.

On this 20th day of February, 2009, before me, the undersigned notary public, personally appeared Karen Thorndike, as President of Thorndike & Sons [corporation], proved to me through satisfactory evidence of identification, which was a Maine 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 President of [said corporation].

Dorinda N. Mitchell
Notary Public
My Commission Expires: May 13, 2014

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

On this 20th day of February, 2009, before me, the undersigned notary public, personally appeared Jay Cashman, as owner of Patriot Renewables [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 said [corporation].

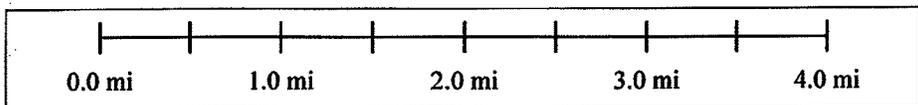
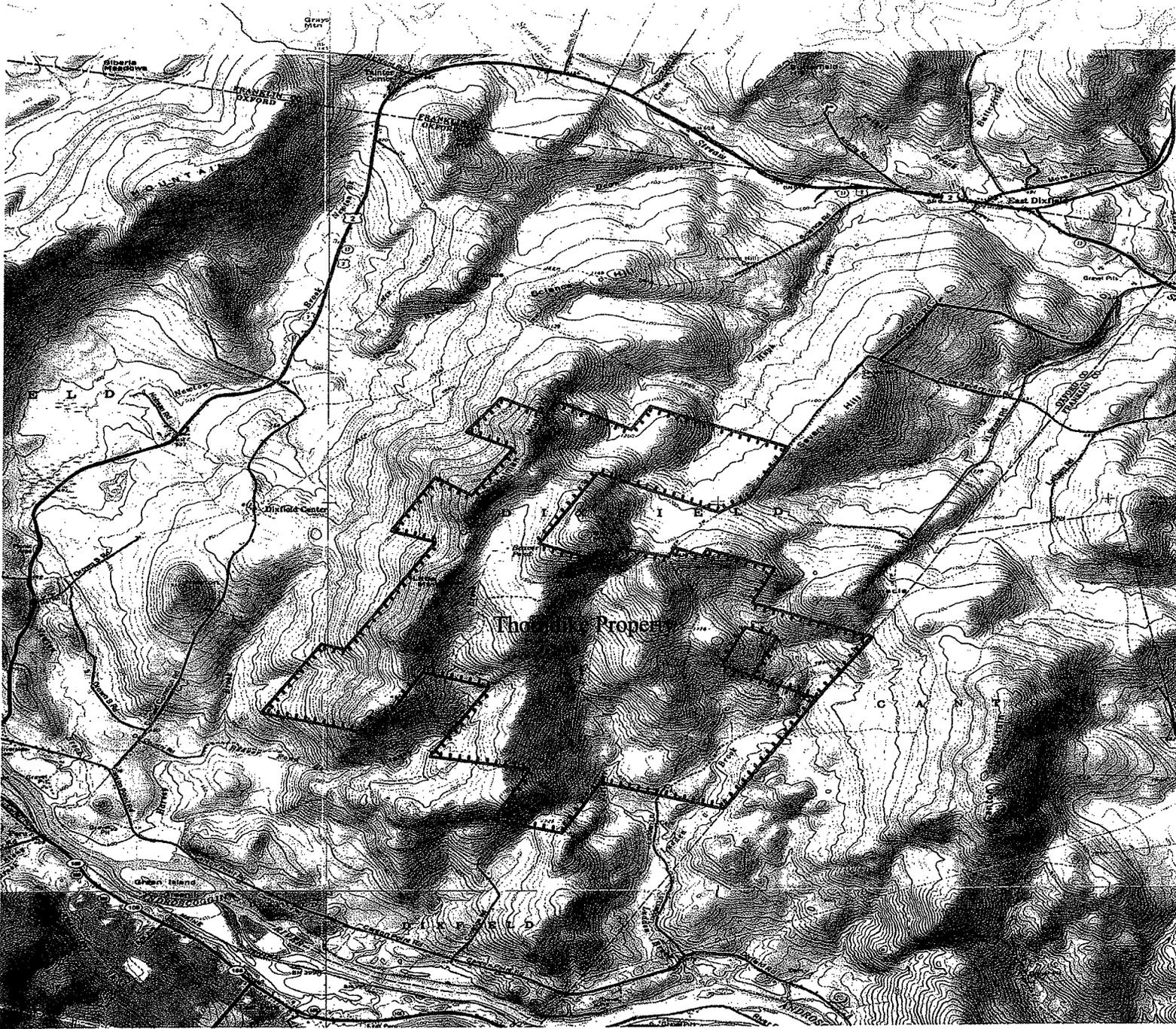
Mike O'Connell
Notary Public
My Commission Expires: _____



**Attachment 1 to Notice of Lease
Property Description**

[Copy Exhibit A]

Exhibit A - Property Description



Dixfield, Maine

Exhibit D
Landlord's Disclosure of Liens

WIND ENERGY LAND LEASE

This Wind Energy Land Lease (the "Lease") is made this 22 day of December, 2008, (the "Effective Date") between Patriot Renewables, LLC, of 549 South Street, P.O. Box 692396, Quincy, MA 02269 (the "Company") and Darrell and Gail Waite of 1009 Rover Chase Drive, Raleigh, NC 27610 ("Owner").

Background

Owner owns property on Canton Mountain in Canton, Maine listed map R9 lot 31 at 235 acres and map R9 Lot 30 at 155 acres in the Town of Canton Tax Records (the "Property")

- A. Company and Owner agree to enter into this exclusive Lease granting Company the right to develop, own, and operate a wind energy project on the Property.

The Conditions of this Lease are as follows:

1. Scope of Lease

- 1.1 **Lease.** In consideration of the fees set forth below, the Owner exclusively leases Property to Company for the purpose of developing, constructing, operating, and maintaining a Wind Energy Project (the "Wind Energy Project") on the Property.
- 1.2 **Premises.** The Premises shall consist of that portion of the Property as referred to in Section 1.3.3. Please reference book and page of deeds.
- 1.3 **Purpose and Use.** Company will use the Premises only for the purpose of developing, constructing, maintaining, and operating a Wind Energy Project.
- 1.3.1 **Wind Energy Project Defined.** The term "Wind Energy Project" shall mean all infrastructure and activity required to collect, transmit, and convert electrical energy from wind energy, including, but not limited to: (a) One or more wind turbine generators and related towers, foundations, and electrical controllers; (b) above and below ground electrical distribution and transmission power lines and towers, meters, transformers, substations, and other equipment required for production and delivery of electrical energy, (c) access roads for construction and maintenance, and (d) buildings, fences, and all other required appurtenances. Any structures, equipment and facilities developed, constructed, or installed by or on behalf of the Company on the Property for the Wind Energy Project in accordance with the provisions of this Section 1.3 are referred to collectively as the "Facility".
- 1.3.2 **Wind Energy Project Development.** Company has the right to enter upon the Property at any time and conduct all activities necessary to study, design, develop, and construct the Wind Energy Project. Development activities include, but are not limited to those identified in Section 1.3.1, the installation of monitoring masts (MET Towers), sensors, guy wires, anchors, SODAR units, other temporary wind monitoring equipment, geotechnical studies and core sampling, permitting, photography and other visual studies, interconnection analysis, studies on wetlands, avian populations, presence of

endangered species, other environmental monitoring, and operation of all supporting equipment.

- 1.3.3 Wind Energy Project Premises.** Company will determine the size, type, manufacturer, and precise location on the Property, of the Wind Energy Project. Company may locate all required infrastructure for the Wind Energy Project, as referenced in Section 1.3.1, (a) within a specified area, located within the Property or (b) anywhere within the Property provided that no turbine is located within 750 feet of any buildings as existing on the Effective Date, without prior written consent of Owner. Company will provide Owner with a site plan indicating the location of the Wind Energy Project, other structures showing the Premises and the Property boundaries to be appended to this Lease as Exhibit "B".
- 1.3.4 Wind Energy Project Operation.** Company has the right to enter upon the Property at any time to conduct all activities necessary to repair, remove, maintain, service, and replace the Wind Energy Project.
- 1.4 Exclusivity.** The interests granted to the Company under this Lease are exclusive and Owner will not grant any lease, easement, Lease of row with the exact location to be determined and mutually agreed upon by Company and Waite's or interest in or upon the Property as it relates to converting and delivering wind energy to electrical energy, to another person or entity, for the term of this Lease. Any easement is only good so long as the lease lasts. Location of easements' to be mutual consent prior to building any roads.
- 1.5 Easement.** Owner grants to Company a non-exclusive easement for ingress and egress to the Property, and to transmit electricity via utility lines, conduit, pipes, or poles to any interconnection point selected by the Company. The exact location of such Easements may later be appended as an additional Exhibit when and if they are exactly located and delineated.
- 1.6 Financing.** (a) Tenant shall have the right to encumber its interest in the Property under this Lease and in the Facility by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any person or persons providing all or a portion of the financing for the Facility or any person or persons providing a refinancing of any such financing or any trustee for such person or persons (each, a "Financing Party"). Any such mortgage shall be inferior and subject to the prior right, title and interest of Landlord in the Site as set forth in this Lease. Without limitation to the foregoing, Landlord hereby consents to any such mortgage, lease, deed of trust or similar instrument or instruments, security agreement, fixture filing, financing statements, or similar instrument or instruments in favor of any Financing Party, and agrees that such Financing Party shall have the right to access the Property without impairment by Landlord for the purpose of Financing Party proceeding to obtain possession of the Facility and any parts of the Facility which represent collateral for the Financing Party's financing to the Company in order for Financing Party to proceed with Financing Party's rights in and to any and all such collateral, including but not limited to the right to proceed with a sale of such collateral. In such event, Financing Party shall be responsible to Landlord solely for the rent under this Lease during such time period as Financing Party exercises its right of access.

(b) In the event of a foreclosure or seizure of Tenant's rights or property or the exercise of any other right under any security agreement granted by Tenant to a Financing Party, Landlord agrees to permit each Financing Party to exercise any and all rights of Tenant hereunder. Landlord further agrees to give each Financing Party sixty (60) days notice of any Payment Default by Tenant and ninety (90) days notice of any Non-payment Default by Tenant hereunder. In the event of a Non-payment default a reasonable further opportunity to cure such default shall be provided if weather or access to the Premise is physically difficult before Landlord exercises any rights or remedies against Tenant as a result of such default. Landlord agrees to execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 15, subject only to the condition precedent that the Tenant is not at the time of such request in default of its payment obligations hereunder. Landlord shall be timely provided with current addresses for all financing parties and their assignees.

2. Lease Term

- 2.1 **Term.** This Lease is comprised of a Development Term and Operation Term defined below. All rights under this Lease will commence at the Effective Date.
- 2.2 **Development Term.** The Development Term will commence at the Effective Date with an initial period of four years. Activities conducted during the Development Term will be consistent with those defined in Section 1.3.2.
- 2.2.1 **Extension.** Company has the right to extend the Development Term two consecutive terms of one year each. Company must give Owner written notice of intent to extend the Development Term 30 days prior to expiration of Development Term.
- 2.2.2 **Expiration.** The Development Term will expire at the earlier of (1) the commencement of the Operation Term, as defined in Section 2.3, and (2) the expiration of the Development Term and extensions.
- 2.3 **Operation Term.** The Operations Term will extend for 40 years, commencing at the date the Wind Energy Project first delivers electrical energy to the electric utility grid, onsite user, or any other buyer ("Commercial Operation Date").

3. Lease Payments

- 3.1 **Development Term Fee.** Prior to the Commercial Operation Date, Company will pay Owner:
- (a) a Development Term Fee of _____ subject to this agreement annually for the initial four year Development Term. The first payment is due within 30 days of the signing of this Lease, no earlier than January 02, and subsequent payments are due yearly at the anniversary of the Effective Date.
 - (b) a Development Term Fee of _____ subject to this agreement annually for any Extension of the Development Term. Payment is due on the fourth and fifth anniversary of the Effective Date, as applicable.
 - (c) _____ this lease agreement is entered into on or prior to December 24, 2008, payable on January 02, 2009.
 - (d) _____ annually for each MET Tower installed on the property covered by this agreement.

The Development Term Fee will cease at the Commercial Operation Date or if this Lease terminates under Section 9, with Owner receiving pro rata share of payments.

- 3.2 **Operation Term Fee.** After the commencement of Commercial Operations, Company will pay Owner:
- (a) _____ : wind turbine generator installed on the property covered by this agreement within 30 days of the completion of installation activities associated with each wind turbine,
 - (b) for years one through twenty of the Operation Term, an Operation Term Fee royalty payment equal to _____ : of any and all wind turbine generators installed on the property covered by this agreement.
 - (c) for years twenty one through forty of the Operation Term, an Operation Term Fee royalty payment equal to _____ : of any and all wind turbine generators installed on the property covered by this agreement. Is this revenue gross or net?

Payments to Owner made in accordance with paragraph (b) and (c) of this Section 3.2 shall not be less than _____ Payments to Owner made in accordance with paragraph (b) and (c) of this Section 3.2 shall be made within 60 days of the end of each six month period ending June 30th and December 31st.

4. Company's Covenants/Duties

- 4.1 **Applicable Laws.** Company will at all times comply with federal, state, and local laws, statutes, ordinances, rules, regulations, judgments, and all other valid orders of any governmental authority with respect to Company's activities. Company will obtain all licenses and permits required to conduct activities associated with developing and operating the Wind Energy Project. Company reserves the right to contest or appeal any law, statute, ordinance, rule, regulation, judgment, or order brought against the Company or Owner regarding the leased Property or Wind Energy Project.

- 4.2 **Insurance.** Company will maintain liability insurance covering the Wind Energy Project and Company's activities conducted on the Property during the Development and Operation Terms. The amount of insurance coverage must be at least \$1,000,00.00. Insurance coverage may be provided as part of a blanket policy that covers other wind facilities and Company activities. Owner will be included as an insured under Company's insurance policy. Company will give written notice to Owner within thirty (30) days of any cancellation or material change in insurance coverage.
- 4.3 **Liens.** Company will keep the Property free and clear of all liens and claims of liens for labor, materials, services, supplies, and equipment performed on the Property and associated with the Wind Energy Project. Company may contest any such lien but must post bond or use other available means to remove lien created during the contested proceeding. Company is otherwise required to remove any such liens within sixty (60) days of notice of its creation.
- 4.4 **Hazardous Materials.** Company will not store, use, dispose of, release or cause or permit to be stored, used, disposed of, or released on or under the Property during the Term, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be needed to construct, operate, maintain, and decommission the Wind Energy Project and is in compliance with applicable laws.
- 4.5 **Taxes.** Company will pay all personal property taxes attributable to the Wind Energy Project installed on the Property. Company will submit request to governing tax assessor to itemize tax on Wind Energy Project and Company may choose to pay this tax directly to assessor or reimburse Owner of all increases in real property taxes resulting from the Wind Energy Project installation. Owner is responsible for taxes on the underlying Property itself and those taxes attributable to all other facilities or improvements installed by Owner.
- 4.6 **Restoration.** Within 12 months of the termination of this Lease, Company will return Property to as reasonable condition as practicable as it was in before the Effective Date, by removing from the Premises all fixtures associated with the Wind Energy Project, including towers, footings, concrete pads, anchors, buildings, cables, and other equipment. Company is not required to remove foundations, pipes, conduit, wire, structures and other fixtures located more than three feet below ground.
- 4.7 **Inspection of Records.** Not more than once a year Owner shall have the right by appointment at Company's office during normal business hours, personally or by representative, to inspect the utilities statements received by the Company and any other books and records of the Company for the purpose of verifying the payments due under this Agreement. Owner agrees to keep confidential all information inspected or obtained by Owner or his or her representative and shall provide, if requested by Company, a confidentiality agreement.
- 4.8 **Owners Rights.** Nothing herein provided shall hinder or obstruct the use of the real property for farming, hunting, conservation or any other purposes that do not impede or obstruct the Company in any manner in carrying out the purposes and intent of this Agreement.
- 4.9 **Review of Plans.** The Company shall provide Owner its plans of construction indicating the location of the wind turbines, roads and power lines before final construction or location thereof. Company shall work with Owner to accommodate alternate locations suggested by Owner, and shall adjust its plans accordingly if the alternate location is expected to result in

the same or greater electricity generation from the project, and the cost of the alternative location is equal to or less than the original proposed location.

- 4.10 **Crop Damage.** In the event of crop damage suffered by Owner during the construction phase as provided in this Agreement, Company shall pay fair compensation for such losses or damages. In the event there is no agreement as to the value or amount of the fair compensation, the issue shall be determined by arbitration by the American Arbitration Association or other arbitrator agreed upon by the parties hereto. Company shall have no obligation for the loss of income of whatever nature that might otherwise have been received by the Owner subsequent to the construction phase.
- 4.11 **Removal of Timber.** In the event that timber is required to be removed from the premises to allow for the construction of wind turbines, roads and power lines on the Owner's property, Company agrees to compensate Owner at the then market value of any stumpage removed.

5. Owner's Covenants.

- 5.1 **Title.** Owner is the sole owner of the Property, held in fee simple title. Owner and each person signing this Lease on behalf of Owner is authorized to do so and all persons having an ownership interest in the Property (including spouses) are signing this Lease. When signed by Owner, this Lease constitutes a valid and binding agreement enforceable against Owner, according to its terms.
- 5.2 **Quiet Enjoyment.** Company has the right to quiet use and enjoyment of the Property in accordance with this Lease. Owner or a person acting on behalf of Owner may not interfere in any way with the rights of Company.
- 5.3 **Hazardous Materials.** Owner has not stored, used, disposed of, released on or under the Property prior to the Effective Date, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be allowed by law. After the Effective date, Owner will not store, use, dispose of, or release any matter listed above, except as allowed by law.
- 5.4 **Liens.** Except as disclosed in writing by Owner on Exhibit "D" attached hereto, there are no other liens, encumbrances, leases, mortgages, deeds, or other exceptions (collectively, "Liens") to Owner's title to the Property. Owner shall cooperate with Company to obtain non-disturbance agreements from each party that holds a Lien that may interfere with Company's rights under this Lease. If Owner is unable to obtain a non-disturbance agreement from a Lien that is senior to this Lease, Company can elect to make payments on that Lien if Owner is in default. Company may offset those payments from amounts due to owner under this Lease. Any Lien senior to this Lease that Owner enters into after the Effective Date will be accompanied by a non-disturbance and attornment agreement from the lien holder.
- 5.4.1 A non-disturbance and attornment agreement shall prohibit the lien holder from disturbing Company's possessions or rights under the Lease so long as the Company continues to abide by the terms of this Lease and agrees to make all payments due hereunder to lien holder in the event of an Owner default.

- 5.5 **Cooperation.** Owner agrees to sign all permit and financing applications and other documents related to the development and operation of the Wind Energy Project, without delay. Owner agrees to join with Company in all grants for rights of ways, easements, zoning variances, and approvals necessary for development of the Wind Energy Project. All costs incurred by Owner in Section 5.5 will be paid by Company.
- 5.6 **Property Taxes.** Owner agrees to pay all real property taxes and assessments on the Property, excluding those attributable to the Wind Energy Project. If Owner fails to pay taxes, Company may choose to pay them, and deduct the amount from payment required under this Lease. If local tax assessor refuses to levy individual tax assessments to the real property and Wind Energy Project, Company agrees to reimburse Owner for portion of taxes attributable to Wind Energy Project.
- 5.7 **Owner's Use and Improvements.** Owner may not use the land in such a way that would material impede the ability of the Wind Energy Project to function, including, but not limited to, installation of any improvements on the Property after the Effective Date, over 20 feet tall or within 750 feet of the Wind Energy Project without prior written consent of Company. Nor may Owner grant a third party an interest in the Property that may interfere with the Wind Energy Project, without written consent of the Company.
- 5.8 **Lateral Support.** Company shall have the right to lateral support for the wind power facilities on the property to whatever extent is necessary for the safe construction and maintenance of the facilities. Owner shall not excavate so near the area of the wind power facilities so as to undermine or otherwise adversely affect their stability.
6. **Indemnification.** Each party (the "Indemnifying Party") will defend, hold harmless, and indemnify the other party and the other party's officers, directors, representatives, mortgagees, and agents (the "Indemnified Party") against any losses, damages, claims, liabilities, and expenses for physical damage to property or personal injury to any person, and arising out of (1) any activity conducted by Indemnifying Party on the Property, (2) any negligent or intentional act or omission committed by the Indemnifying Party, (3) any breach of this Lease by the Indemnifying Party. This indemnification will not apply to any loss, liability, claim, damage, or expense caused by the negligent or intentional act or omission of the Indemnified Party. This indemnification will survive the term of this Lease.
7. **Assignment; Encumbrance of Lease.**
- 7.1 **Company.** Company may transfer or assign any or all rights under this Lease without the Owner's consent, provided that the terms of any transfer are consistent with this Lease. Company's obligation and liability under this Lease will remain until its assignee/purchaser has assumed in writing all of the obligations of Company under this Lease.
- 7.2 **Owner's Assignability.** Owner has the right to sell the Property and upon such sale to assign its rights under this Lease to the purchaser of the Property provided, however, that Owner's rights hereunder are contingent on the purchaser assuming in writing all of the obligations of Owner under this Lease.
- 7.3 **Successors.** This Lease will obligate all heirs, successors, and assigns of the parties.

- 8. Condemnation.** If Property or portion thereof is subject to Condemnation or purchased by federal, state, or local government through the power of eminent domain, the Company may terminate this Lease upon the government's vesting of title or taking possession. Landlord and Tenant shall use all reasonable and diligent efforts, each at its own expense, to contest such taking. The Company is entitled to an award in any condemnation proceeding to compensate for the cost of removing or relocating the Wind Energy Project, the loss of Property use, and other lost value attributed to the taking.
- 9. Termination.** This Lease will terminate when any of the following events occur:
- 9.1 Company elects to terminate, which becomes effective 60 days after written notice to Owner. Owner is entitled to pro rata share of payments due through, and at the date of termination.
- 9.2 The Company fails to reach the Commercial Operation Date before expiration of the Development Term. Owner may agree to waive this clause.
- 9.3 Upon expiration of the Operations Term.
- 9.4 A party defaults on this lease, and the non-defaulting party elects to terminate this lease as referred to in Section 10.
- 10. Default.**
- 10.1 **Event of Default.** If an event of default occurs, the non-defaulting party may terminate this Lease. An event of default includes:
- 10.1.1 Any material breach of this Lease that remains uncured after 60 days written notice from the non-breaching party,
- 10.1.2 Nonpayment by either party as required by this Lease, which remains uncured after 60 days written notice from the non-breaching party. The defaulting party may challenge the amount owed and initiate dispute resolution, as defined in Section 15, provided such action commences within the above 60-day period.
- 11. Force Majeure.** The parties are not liable or responsible for any delay in carrying out the terms of this Lease caused by any act of God, fire, sabotage, shortage of labor or materials, inclement weather, war, restrictive government laws or regulations, or for any other reason outside the control of the parties.
- 12. Miscellaneous.**
- 12.1 **Governing Law.** This Lease is governed and interpreted in accordance with the laws of the State of Maine.
- 12.2 **Severability.** If any term of this Lease is for any reason invalid or unenforceable, the rest of this Lease remains in full effect.
- 12.3 **Headings.** The headings in this Lease are for convenience only and should not be construed to affect the construction or interpretation of this Lease.

- 12.4 **Waiver/Alteration.** Any term of this lease may be waived, amended, or added as mutually agreed upon in writing by the parties. Any changes will be attached as an addendum to this Lease.
- 12.5 **Entire Agreement.** This Lease constitutes the entire agreement between the parties pertaining to its subject matter.
- 12.6 **Legal Fees – n shall pay to Owner all legal fees that incur associated with the review and negotiation of this lease, not to exceed \$1,000.00.**
13. **Record of Lease.** Owner and Company agrees that this Lease will not be recorded in the public records. The parties will execute a Notice of Lease setting forth a description of the property and other terms of this Lease, but excluding all terms relating to payments to Owner, as set forth in Exhibit “B”. The Notice of Lease will be recorded in the Registry of Deeds for the Property’s location. Any subsequent amendments of this Lease, including all easements subsequently entered into in accordance with this Lease, shall be reflected by filing with the County an appropriate Notice of Amendment to Lease. The cost of recording all documents shall be borne by the Tenant.
14. **Confidentiality.** The parties will maintain in confidence all information pertaining to the terms of the Lease except as necessary to complete this transaction, including disclosure to the parties’ officers, directors, attorneys, accountants, consultants, financing sources, and as required by law.
15. **No Assurance as to Development.** Landlord explicitly agrees and acknowledges: (i) that the business of developing electric generation facilities is subject to many significant risks, including but not limited to the need to obtain land use approvals and environmental permits, the need to obtain financing and the need to obtain power sales contracts with credit-worthy purchasers; (ii) that the Tenant may not be successful in its efforts to develop, finance and construct a Facility on the Site; and (iii) that, in the event the Tenant does not obtain approvals, permits, financing and contracts acceptable to it in its sole discretion, the Lease will terminate pursuant to the terms herein and Tenant shall have no further liability to the Landlord of any kind other than those financial obligations specifically set forth herein. The Landlord hereby agrees and acknowledges that the Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of the Tenant successfully developing, financing and/or constructing a Facility on the Site and the Landlord receiving Rent hereunder. Nothing in this Section, however, shall preclude Tenant from electing to declare an Early Commissioning Date, if requested by Landlord, Tenant agrees to provide the Landlord with periodic updates on the Tenant’s progress in its development efforts for the Facility.
16. **Arbitration.** Any dispute arising out of this Lease, will be settled by mediation where the parties mutually agree upon the third party mediator. If a party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference or if a party has waived its right to mediate any issues in dispute, then any unresolved dispute arising out of or relating to this Lease or breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association.

16.1 In the event Owner must evict Company for non payment of rents and or royalties due under this agreement, or sues Company to obtain payment of such rents or royalties, Company hereby agrees to pay Owners reasonable attorney s fees in connection which such actions.

17. Notice. All notices required by this Lease shall be made in writing and delivered either personally or by certified mail to the parties respective addresses set forth below.

Notes:

- Description of property - Should have Book/Page reference
- Portion of property that will be developed - Should be metes and bounds
- Notice of lease should reference property by Book/Page not tax map
- Waite's must disclose all liens, including mortgages.
- Waite's would like to ask if property (existing log cabin on property) can be directly fed from the generators.

(Signature Page to Follow)

OWNER

Owner Darrell M. and Gail M. Waite

By: Darrell M. Waite

Darrell M. Waite

By: Gail M. Waite

Gail M. Waite

Date: 12/22/08

Address:

1009 River Chase Drive

Raleigh, NC 27610

COMPANY

~~Patriot Renewables, LLC~~

By: [Signature]

Jay Cashman

Date: 1/7/09

Address:

Patriot Renewables, LLC

549 South Street, P.O. Box 692396

Quincy, MA 02269

STATE OF NORTH CAROLINA

_____, SS.

On this 22nd day of December, 2008, before me, the undersigned notary public, personally appeared Gail and Darrell Waite as owners of property [corporation], proved to me through satisfactory evidence of identification, which was a North Carolina 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 owners of [said corporation].

ALLISON L. PHILLIPS
Notary Public
Wake County, NC
My Commission Expires Mar. 05, 2011

[Signature]
Notary Public
My Commission Expires: 3/5/11

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

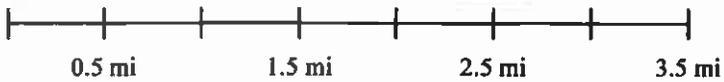
On this 7th day of January, 2008, before me, the undersigned notary public, personally appeared Jay Cashman, as owner of Patriot Renewables [corporation], proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as owner of said [corporation].

MEGHAN JOHANNAH O'CONNELL
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 20, 2014

[Signature]
Notary Public
My Commission Expires:

Exhibit A Property Description

Exhibit A - Property Description



Canton, Maine

Exhibit B
Wind Energy Project Premises

**Exhibit C
Notice of Lease**

This Notice of Lease is made this 22 day of December, 2008, between Patriot Renewables, LLC, of 549 South Street, P.O. Box 692396, Quincy, MA 02269 (the "Company") and Darrell M. and Gail M. Waite of 1009 River Chase Drive, Raleigh, NC 27610 (the "Owner").

Background

- A. The parties have entered into a Lease dated December 22, 2008 for use of property identified below.
- B. The parties agree to record this Notice of Lease in the Registry of Deeds where the property is located.

Conditions

- 1. **Property Description.** Owner leases to Company land located on Canton Mountain in Canton, Maine listed as listed map R9 lot 31 at 235 acres and map R9 Lot 30 at 155 acres in the Town of Canton Tax Records Addendum 1 to Notice of Lease.
- 2. **Scope.** Owner and Company agree to enter into a land lease agreement for the purpose of developing and operating a Wind Energy Project for at least 40 years unless otherwise indicated in the Lease.
- 3. **Assignment.** Company can assign the terms of the lease, without consent of Owner.
- 4. **Addresses.** The parties addresses as set forth in the Wind Energy Project Land Lease are:

OWNER

Darrell and Gail Waite
1009 River Chase Drive
Raleigh, NC 27610

COMPANY

Patriot Renewables, LLC
549 South Street, P.O. Box 692396
Quincy, MA 02269

(Signature Page to Follow)

OWNER

Owner Darrell M. and Gail M. Waite

By: Darrell M. Waite

Darrell M. Waite

By: Gail M. Waite

Gail M. Waite

Date: 12/22/08

Address:

1009 River Chase Drive

Raleigh, NC 27610

COMPANY

Patriot Renewables, LLC

By: [Signature]

Jay Cashman

Date: 1/7/09

Address:

Patriot Renewables, LLC

549 South Street, P.O. Box 692396

Quincy, MA 02269

STATE OF NORTH CAROLINA

_____, SS.

On this 20th day of December, 2008, before me, the undersigned notary public, personally appeared Gail & Darrell Waite as owners of property [corporation], proved to me through satisfactory evidence of identification, which was a North Carolina 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 owners of [said corporation].

ALLISON L. PHILLIPS
Notary Public
Wake County, NC
My Commission Expires Mar. 05, 2011

[Signature]
Notary Public
My Commission Expires: 2/15/11

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

On this 1st day of January, 2008, before me, the undersigned notary public, personally appeared Jay Cashman as owner of Patriot Renewables [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 said [corporation].

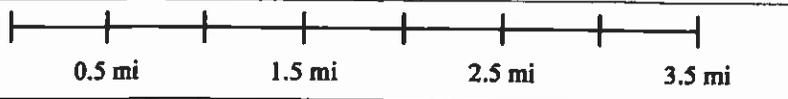
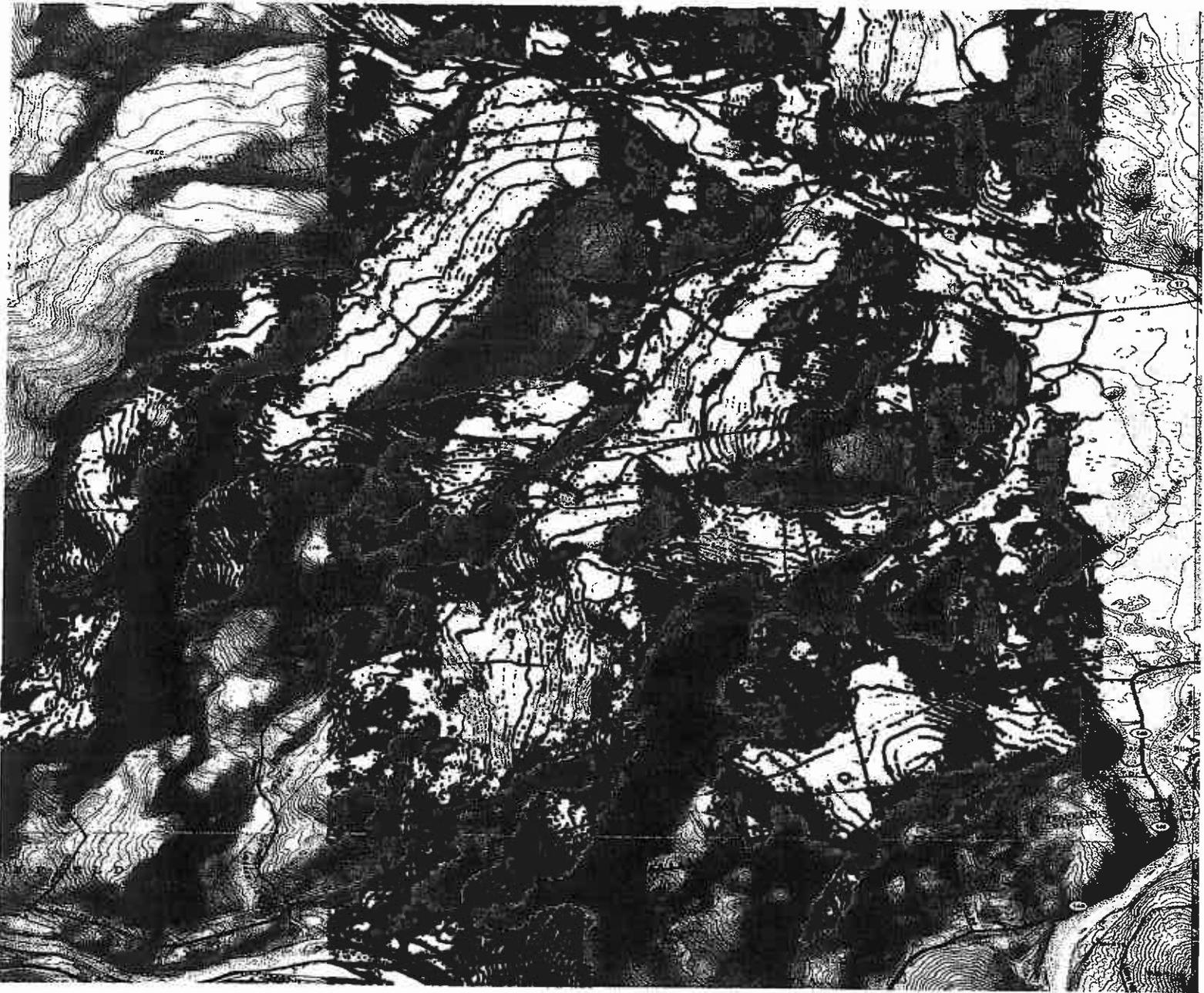
[Signature]
Notary Public
My Commission Expires:

MEGHAN JOHANNAH O'CONNELL
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 20, 2014

**Attachment 1 to Notice of Lease
Property Description**

[Copy Exhibit A]

Exhibit A - Property Description



Canton, Maine

Exhibit D
Owner's Disclosure of Liens

There are no liens or mortgages on this property.



Attachment 2-3
Intent to Lease Letter from Saddleback Ridge Wind



December 2, 2011

Erle Townsend
Maine Department of Environmental Protection
17 State House Station
Augusta ME 04333

RE: Canton Mountain Wind, LLC – Canton Mountain Wind Project

Dear Mr. Townsend:

I am writing to submit the demonstration of title, right and interest for the Canton Mountain Wind Project proposed by Canton Mountain Wind, LLC ("Canton Mountain Wind"), of which I am the sole owner.

I also am the sole owner of Patriot Renewables, LLC ("Patriot Renewables") and Saddleback Ridge Wind, LLC ("Saddleback Ridge Wind"). Patriot Renewables is a party to the following three property agreements pertinent to the Canton Mountain Wind Project:

1. Wind Energy Land Leases between Thorndike and Sons Inc. (as Landlord) and Patriot Renewables (as Tenant) dated February 20, 2009 ("Thorndike Lease"), memoranda of which having been recorded at the Oxford (East) County Registry of Deeds in Book 4417, Page 217 and Book 4417, Page 221;
2. Option to Acquire Easement between Bayroot LLC (as Grantor) and Patriot Renewables (as Grantee) dated October 12, 2010 ("Bayroot Option"), for a 100'-wide Transmission Corridor Easement (memorandum to be recorded); and
3. Land Purchase Option Agreement between Linwood and Roxanne Worster (as Owner) and Patriot Renewables (as optionee) dated September 2, 2010 ("Worster Option"), for a 29 acre parcel of land in Canton, Maine, a memorandum of which having been recorded at the Oxford (East) County Registry of Deeds in Book 4663, Page 212.

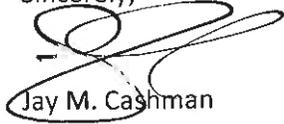
The Thorndike Lease will be assigned by Patriot Renewables to Canton Mountain Wind. The Bayroot Option and the Worster Option both will be assigned by Patriot Renewables to Saddleback Ridge Wind in connection with the recently approved Saddleback Ridge Wind Project (L-25137-TG-B-N), and then, after the two Options are exercised, Saddleback Ridge Wind will lease to Canton Mountain Wind the rights necessary for Canton Mountain Wind to use Saddleback Ridge Wind's set of power line poles for a separate power line connecting the Canton Mountain Wind Project to the Central Maine Power Company 115kV Transmission Line 229. In addition, after the Worster Option is exercised, Saddleback Ridge Wind will lease a portion of the Worster property to Canton Mountain Wind to build a 3,500-square-foot operations and maintenance building and all associated facilities, including a parking area, driveway, well, and septic system.



PATRIOT RENEWABLES

Please let me know if you have any questions.

Sincerely,



Jay M. Cashman

Sole Owner:
Patriot Renewables, LLC;
Saddleback Ridge Wind, LLC; and
Canton Mountain Wind, LLC