OAKFIELD PROJECT TITLE, RIGHT OR INTEREST DOCUMENTATION

	Tax Map	Lot(s)	Grantor Name	Interest
	OAKFIELD:			
1	3	6	Mary B. Gregor, Trustee of Meadows and Mountains Trust	Easement
2	3	6-1	Mary B. Gregor, Trustee of Meadows and Mountains Trust	Easement
3	3	7	Meadows and Mountains, LLC	Easement
4	3	8	Mary B. Gregor, Trustee of Meadows and Mountains Trust	Easement
5	3	8-1	Meadows and Mountains, LLC	Easement
	LINNEUS:			
6	4	3	Anthony C. and Joyceann Delucca	Purchase & Sale
7	4	15	Kent A. Horten	Purchase & Sale
8	20	33	Oscar J. and Jeannine M. Girouard	Easement
9	20	34	Mary B. Gregor, Trustee of Meadows and Mountains Trust	Easement
10	20	35	Kevin J. Taylor	Purchase & Sale
11	20	36-1	Mary B. Gregor, Trustee of Meadows and Mountains Trust	Easement
12	20	37	Royal J. Pacheco	Easement
13	20	38	Dawson and Judith E. Smith	Easement
14	20	39	Sean Jamison Smith	Easement
15	20	39-1	Mary A. McGillicuddy	Purchase & Sale
16	20	40	Dirk Andrew and Angela Marie Smith	Easement
17	20	41	Raymond A. Yannone	Easement
18	20	42	Raymond A. Yannone	Easement
	T4 R3:			
19	1	2.1	Stead Timberlands, LLC	Easement
20	1	3	Heartwood Forestland Fund V Limited Partnership	Easement
	T3R3:			
21	1	1.1	RMM Land Company, et al.	Easement
22	1	1.4	Stead Timberlands, LLC	Easement
23	1	2	Prentiss & Carlisle Company, Inc. et al	Easement
24	1	2.1	Penobscot Forest LLC	Purchase & Sale
25	1	2.2	James & Stuart Lambert	Easement
	GLENWOOD PLT.			
26	1	1	Penobscot Forest LLC	Purchase & Sale
27	2	8	David N. Fitzpatrick, et al., Trustees of the Irrevocable Trust Agreement u/a/d 11/27/1980	Purchase & Sale
28	2	9	Nicholas Derosa	Easement
29	2	13	Douglas Wayne York	Purchase & Sale
30	2	14	Kevin Belyea	Easement
31	2	31.1	William A. Andrade	Easement
32	2	31A	Barbara Brinkerhoff	Easement
33	2	31B	Barbara Brinkerhoff	Easement
34	2	32	John and Toni Goding	Easement
	REED PLT.:			
35	1	8	Heartwood Forestland Fund V Limited Partnership	Easement
36	7	1	Prentiss & Carlisle Company, Inc. and McCrillis Timberland, LLC	Easement

OAKFIELD PROJECT TITLE, RIGHT OR INTEREST DOCUMENTATION

	Tax Map	Lot(s)	Grantor Name	Interest
	NORTH YARMOUTH ACADEMY GRANT:			
37	1	3	Penobscot Forest LLC	Purchase & Sale
38	1	4	Penobscot Forest LLC	Purchase & Sale
39	1	5	Paris B. James	Purchase & Sale
40	1	6	Penobscot Forest LLC	Purchase & Sale
	MACWAHOC PLT:			
41	1	2	Heartwood Forestland Fund V Limited Partnership	Easement
42	1	3	Heartwood Forestland Fund V Limited Partnership	Easement
43	3	1	Herbert C. Haynes, Inc.	Easement
44	3	3	Virginia J. Haynes	Easement
45	3	7	Virginia J. Haynes	Easement
46	4	4	Penobscot Forest LLC	Purchase & Sale
	MOLUNKUS TOWNSHIP:			
47	1	6	Herbert C. Haynes, Inc.	Easement
48	1	6.11	Joseph A. and Jacqueline J. Steltzman	Easement
49	1	6.12	Joseph A. and Jacqueline J. Steltzman	Easement
50	1	7	Delaite Trucking, Inc.	Easement
51	1	8	Kenneth E. Libbey, Jr.	Easement
52	1	9	Herbert C. Haynes, Inc.	Easement
53	1	16	Herbert C. Haynes, Inc.	Easement
54	1	17	Herbert C. Haynes, Inc.	Easement
	PENOBSCOT COUNTY:			
	MATTAWAMKEAG:			
55	R7	L3	Herbert C. Haynes, Inc.	Easement
56	R7	L4	Vaughn Peters	Easement
57	R7	L13	Maurice Gray	Easement
58	R7	L14	Great Lakes Hydro America, LLC	Easement
59	R7	L14A	RMM Land Company, et al	Easement
	WOODVILLE:			
60	1	6	Michael Cumerlato and Arthur Holland	Easement
61	1	10	Lakeville Shores, Inc.	Easement
62	1	13	Stanley Morrison	Easement
63	1	15-3	Ronald A. and Barbara A. Waite	Easement
64	1	21	Rita H. Dietrich, et al	Purchase & Sale
65	1	23	Thornton Brothers, Inc.	Purchase & Sale
66	1	25	Eugene Haydocy	Easement
67	4	2A	Great Lakes Hydro America, LLC	Easement
68	4	2	Katahdin Forest Management LLC	Purchase & Sale
69	4	3A	Katahdin Forest Management LLC	Purchase & Sale
70	4	4	Lakeville Shores, Inc.	Easement
	CHESTER:			
71	Railroad		Eastern Maine Railway	License
72	4	3	Prentiss & Carlisle Company, Inc. et al	Easement
73	4	4.01	Michael Cumerlato and Arthur Holland	Easement
74	4	5	Herbert C. Haynes, Inc.	Easement
75	4	5.17	Richard W. and Christine M. Maheux	Easement
76	4	5.18	Richard W. and Christine M. Maheux	Easement
77	7	2	Gardner Land Company, Inc.	Purchase & Sale
78	8	2	Prentiss & Carlisle Company, Inc. et al	Easement
79	9	3	Evergreen Gen Lead, LLC	Easement

OAKFIELD PROJECT TITLE, RIGHT OR INTEREST DOCUMENTATION

	Tax Map	Lot(s)	Grantor Name	Interest
80	9	4	The Gerrity Family Limited Partnership	Easement
81	9	5	The Gerrity Family Limited Partnership	Easement
82	10	7	Evergreen Gen Lead, LLC	Easement
83	10	11	Loren A. and Joyce M. Hale	Easement
84	10	12	Roscoe and Marlene Tash	Easement
85	10	14	Lakeville Shores, Inc.	Easement
86	10	20	Elizabeth M. Inzerma and Toby M. Inzerma	Easement
87	10	26	Gregory A. and Arlette Richard	Easement
88	11	2	Edwin Tash Jr., et al	Easement
89	12	2	Philip D. and Jane D. Farrington	Easement
90	12	8	Herman A. Smith	Easement
91	12	16	Scott Gardner	Easement
92	12	23	Scott Gardner	Easement
93	13	2	Scott Gardner	Easement
94	13	3	Bangor Hydro Electric	Easement
95	18	1A	Evergreen Gen Lead, LLC	Easement
OTHER AGREEMENTS:				
Co-Location Agreements:				
	Town-Tax Map-Lot #	**Agreement:**	**Grantor:**	**Interest**
96	Misc Parcels Chester	Line 56 Co-Location Agreement	Evergreen GenLead, LLC	Easement
97	Misc. Parcels Chester to Glenwood	Agreement to Grant Co-Location Easement with MEPCO	Maine Electric Power Company, Inc. ("MEPCO")	Agreement - see note below
Crossing Consent Agreements:				
98	CHES 11-2	Line 86	Bangor Hydro Electric	Easement
99	CHES 13-3	MEPCO Line (at Chester BHE Fee Parcel)	MEPCO (part of Agreement to Grant - see item 102 above)	Agreement - see note below
100	Misc. Parcels Chester to Glenwood	MEPCO Line (at Reed - Glenwood Plt boundary)	MEPCO (part of Agreement to Grant - see item 102 above)	Agreement - see note below

NOTE: The Agreement to Grant Co-Location Easement is with MEPCO for approval and signature. The Maine GenLead, LLC transmission corridor parallels MEPCO's existing 345 kV transmission corridor for approximately 26 miles. The Agreement affords Maine GenLead, LLC clearing rights within the existing MEPCO corridor, addresses existing rights that MEPCO has in portions of the Maine GenLead corridor, and grants Maine GenLead crossing rights at two locations where the Maine GenLead transmission line crosses the MEPCO corridor. The Agreement also provides reciprocal rights to MEPCO for clearing within the Maine GenLead corridor.

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

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

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

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

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

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Grantee shall not clear the Easement Area by aerial spraying of herbicides. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee. Grantor reserves the right to itself, its agents, leasees or contractors to plant, cultivate and harvest blueberry crops on, over, along, and across the Easement Area, provided such activities do not unreasonably interfere with the rights granted to Grantee in this Agreement. Grantee shall not spray herbicides on Grantor's cultivated blueberry crops.

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

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as

Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any material damage, or perform any additional maintenance of any roadway beyond Grantee's maintenance in the ordinary course, caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for thirty (30) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

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

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

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

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

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial

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

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

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by

the Survey shall have a width of not more than two hundred feet. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

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

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

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

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

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this

Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder, subject to provisions in Section 2 Paragraph "f". Supra.

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

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

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

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

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

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

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

or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

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

Notice to Grantor: Meadows and Mountains Trust
c/o Mary B. Gregor, Trustee
1235 Estabrook Road
Amity, Maine 04471

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
85 Wells Ave. Suite 305
Newton, MA 02459

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

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

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

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

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

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

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

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

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee signs and executes this Agreement. Grantee shall sign and execute this agreement within thirty (30) days of Grantor's execution otherwise this agreement shall become null and void.

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

28. **Public Recreational Use.** Grantor reserves the right to allow public access to the Easement Area for recreational use of snowmobiles and ATVs, provided, in no event shall such use interfere with the rights granted to Grantee pursuant to this Agreement.

29. **Wildlife Passage.** Grantee's use of the Easement Area shall not in any way affect or hinder the natural passage of wildlife across the Easement Area. (i.e., There can be no fences, walls or the like on the easement area).

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Mary B. Gregor, Trustee, signing on behalf of the **MEADOWS AND MOUNTAINS TRUST,** has executed or caused this instrument to be executed by its duly authorized representative this 5th day of Oct, 2009.

MEADOWS AND MOUNTAINS TRUST

By: _____
Mary B. Gregor, Trustee

STATE OF MAINE §
§
COUNTY OF Aroostook § October 5, 2009.

Personally appeared the above-named Mary B. Gregor, Trustee, signing on behalf of the MEADOWS AND MOUNTAINS TRUST and acknowledged the foregoing instrument to be her free act and deed.

Before me,

_____
Notary Public
Attorney at Law

Print Name ~~of Notary~~: Forrest W. Barnes

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 3rd day of November, 2009.

MAINE GENLEAD, LLC

By: _____

Name: Evelyn Lim

Its: Secretary

Commonwealth of
~~STATE OF~~ Massachusetts §
§
COUNTY OF Suffolk § NOV 3., 2009.

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linda Marrone

LINDA P. MARRONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 23, 2010

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed dated August 21, 2006, by and between Walter C. Corsa, and John D. Davis and Robert L. Hall, as tenants in common, with Warranty Covenant, recorded on August 22, 2006, in Book 4328, Page 28, at the Register of Deeds, Aroostook County, Maine.

2. Warranty Deed dated January 7, 2009, by and between John D. Davis, Robert L. Hall, and Mary B. Gregor, Trustee of Meadows and Mountains Trust, with warranty covenants, recorded January 16, 2009, in Book 4664, Page 175, Register of Deeds, Aroostook County, Maine.

3. Quitclaim Deed dated May 16, 2005, by and between Joy Takes Care-Maine, LLC, formerly Joy Takes Care-Oakfield, LLC and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on May 17, 2005, in Book 4121, Page 423, at the Register of Deeds, Aroostook County, Maine.

4. Quitclaim Deed dated December 29, 2008, by and between Meadows and Mountains, LLC and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on December 30, 2008, in Book 4659, Page 257, at the Register of Deeds, Aroostook County, Maine.

5. Trustee's Deed dated May 6, 2008, by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust and Meadows and Mountains, LLC, recorded on May 20, 2008, in Book 4577, Page 181, at the Register of Deeds, Aroostook County, Maine.

6. Quitclaim Deed with Covenant dated January 3, 2005, by and between Joy Takes Care-Maine, LLC, formerly Joy Takes Care-Oakfield, LLC and Mary G. Gregor, Trustee of Meadows and Mountains Trust, recorded January 7, 2005, in Book 4073, Page 74, at the Register of Deeds, Aroostook County, Maine.

7. Warranty Deed dated December 19, 2003, by and between S.H. Nevers, Inc. and Mary B. Gregor, Trustee of Meadows and Mountains Trust, with warranty covenants, recorded on December 19, 2003, in Book 3914, Page 84, at the Register of Deeds, Aroostook County, Maine.

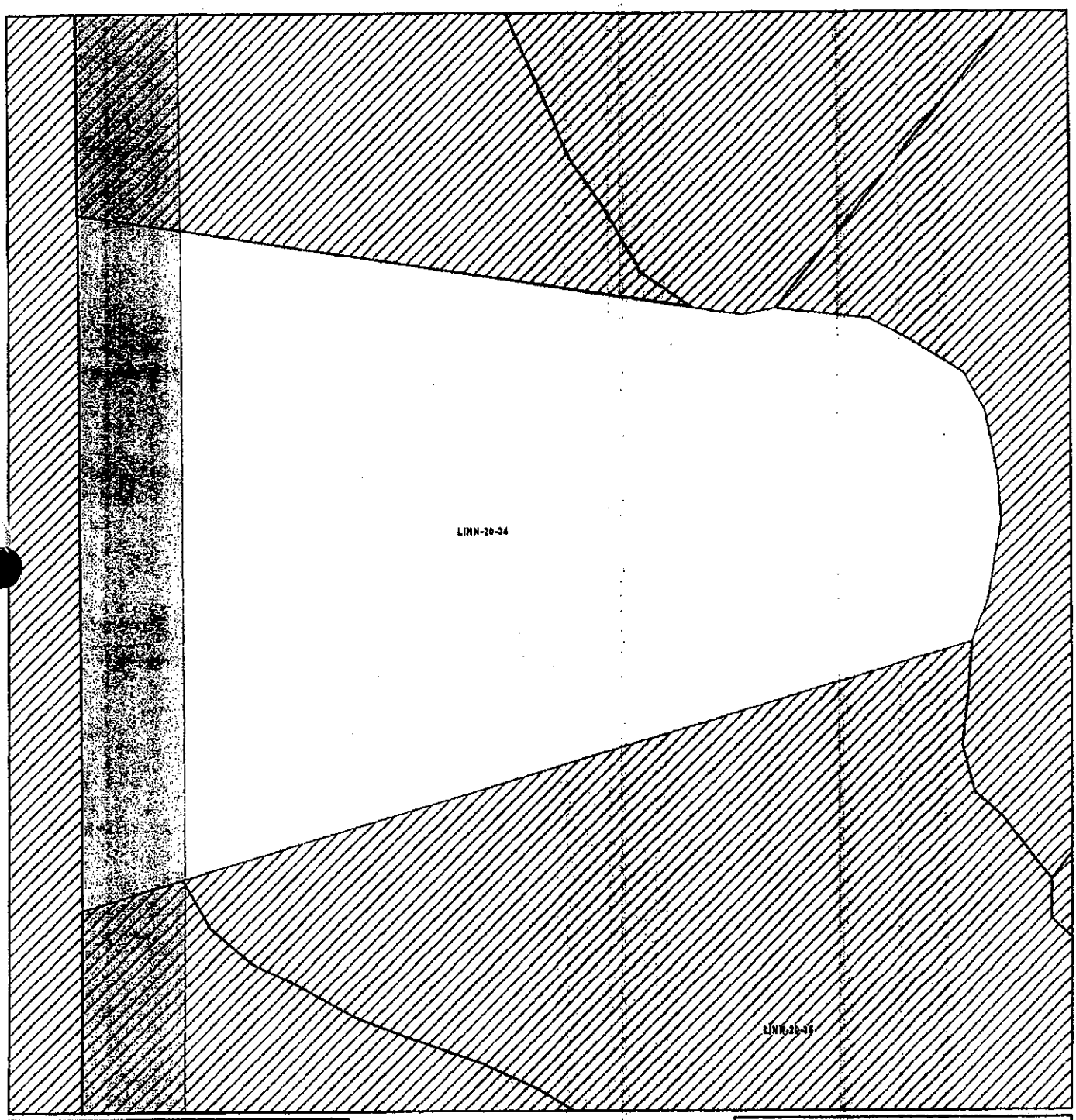
8. Release Deed dated August 24, 2009, by and between Jimmy J. Falbo and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on August 24, 2009, in Book 4741, Page 198, at the Register of Deeds, Aroostook County, Maine.

9. Trustee's Deed dated November 20, 2006, by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust and Jimmy J. Falbo, recorded on November 21, 2006, in Book 4371, Page 194, at the Register of Deeds, Aroostook County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



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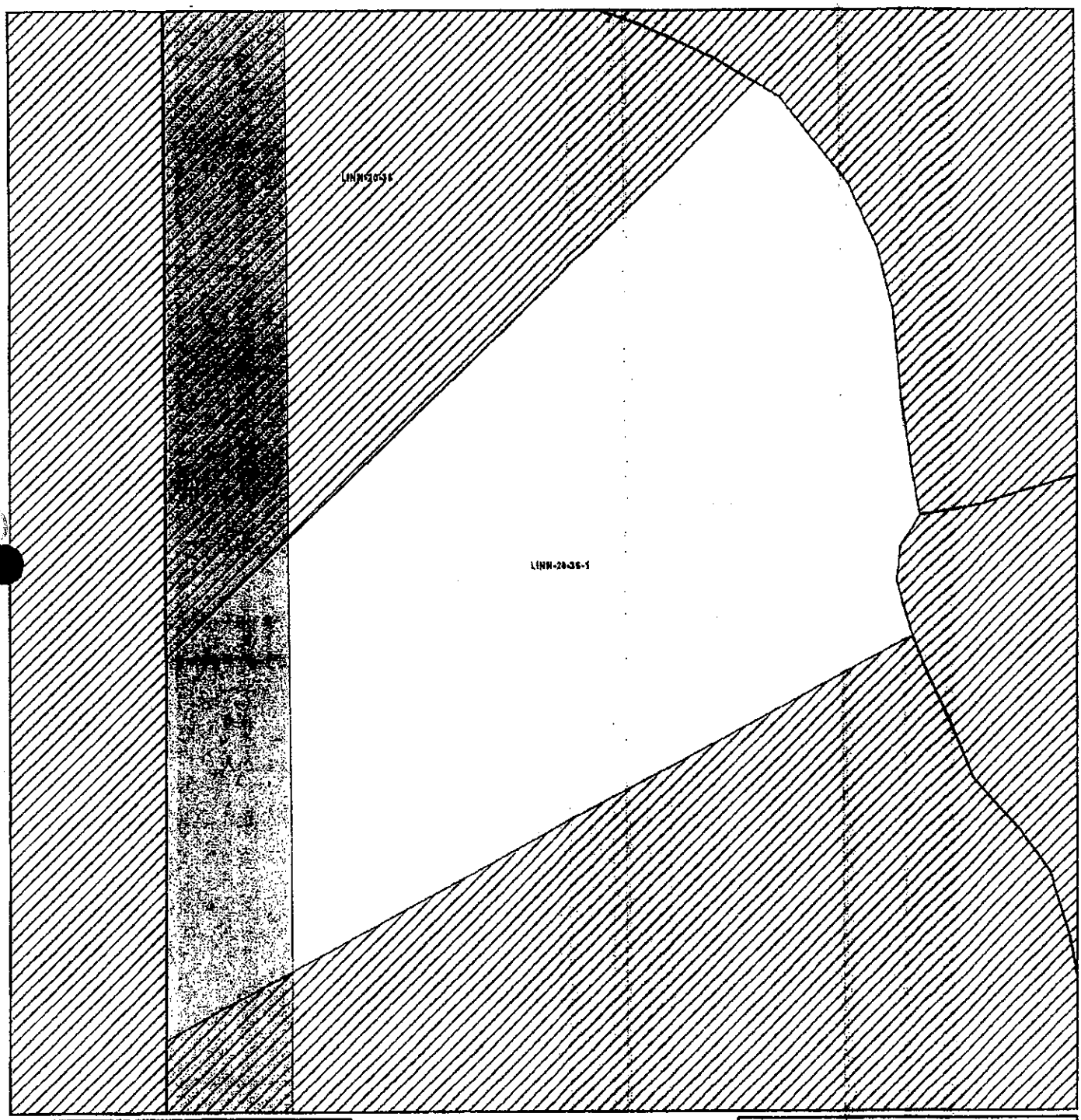

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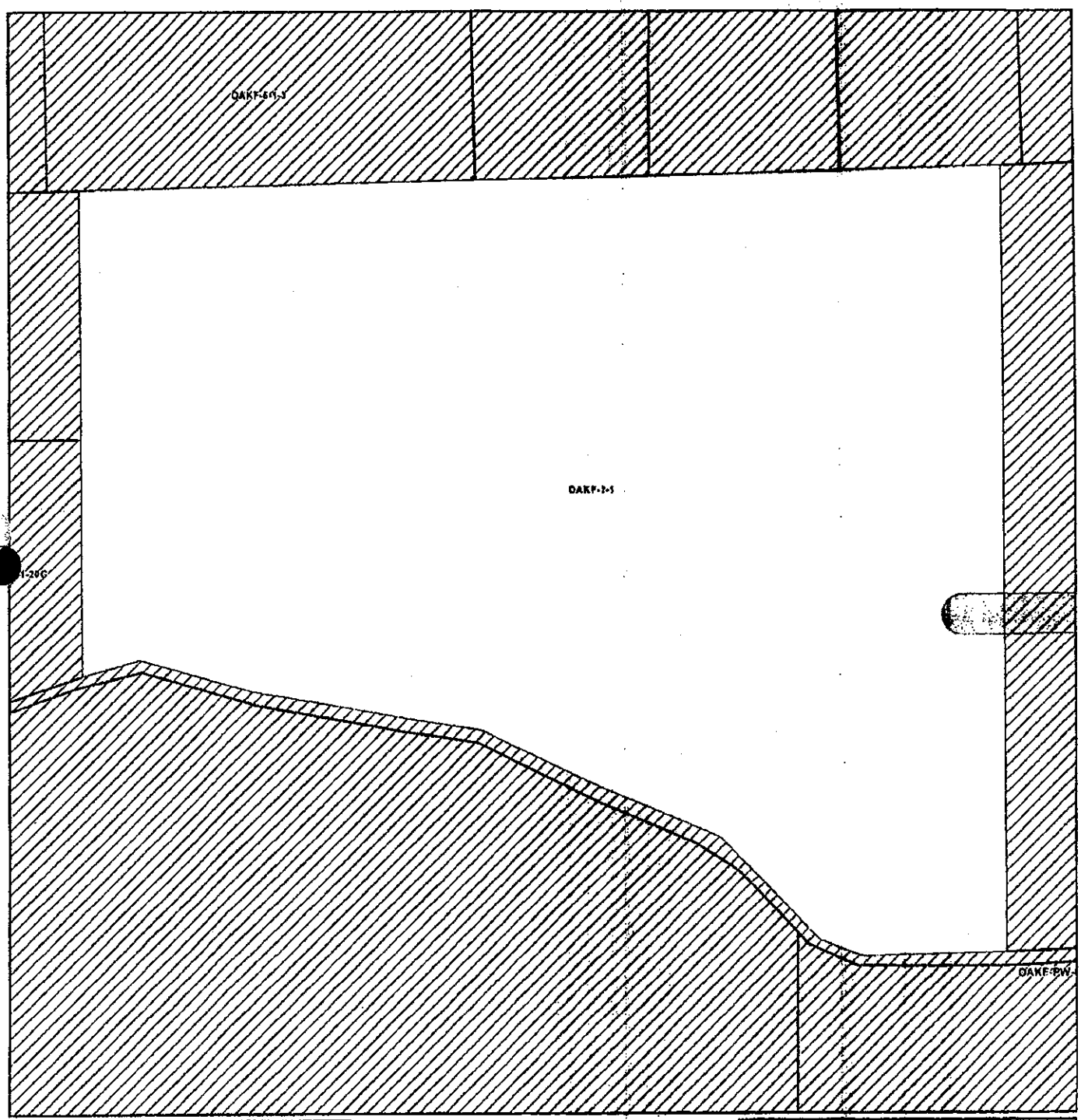

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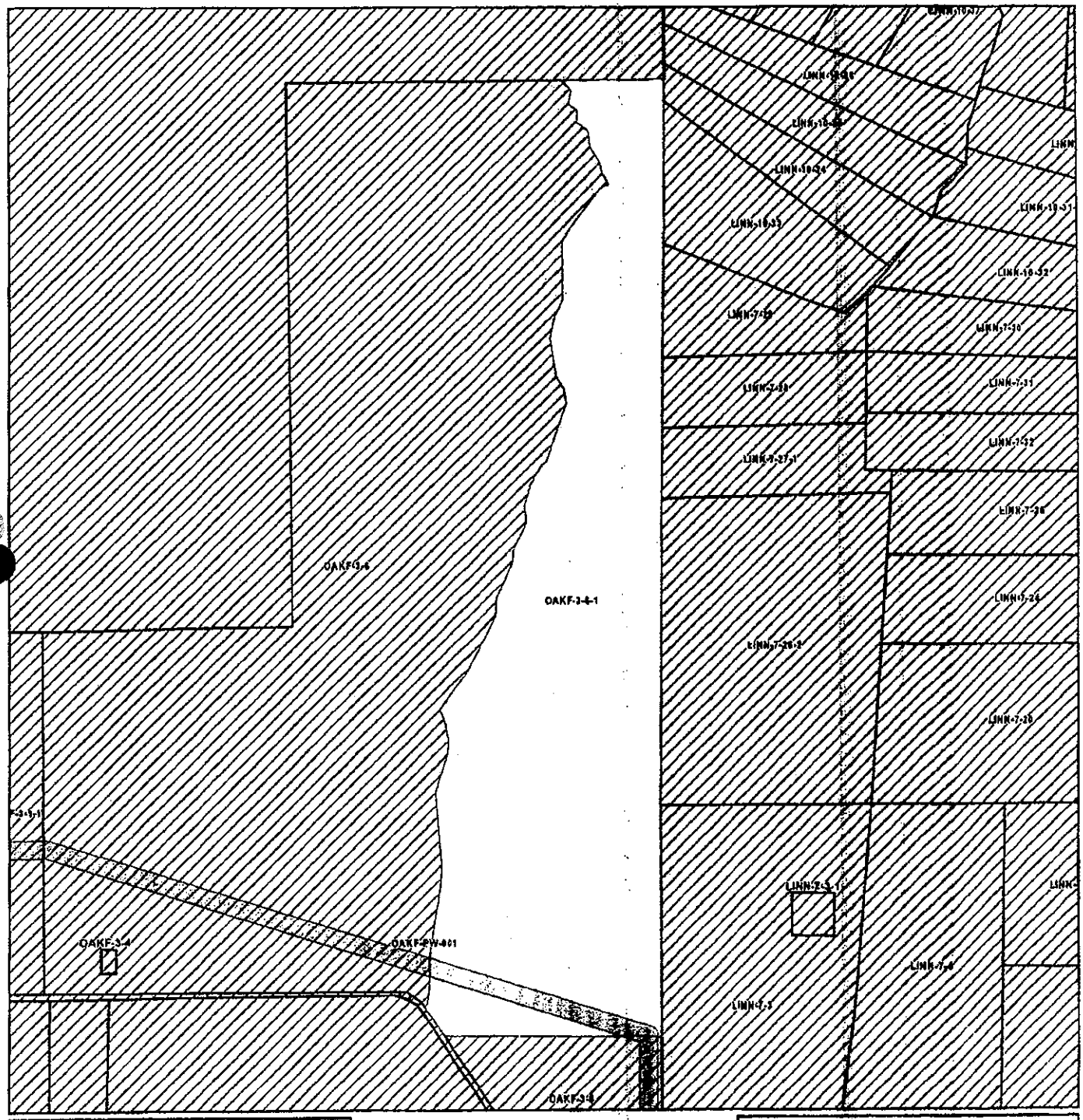

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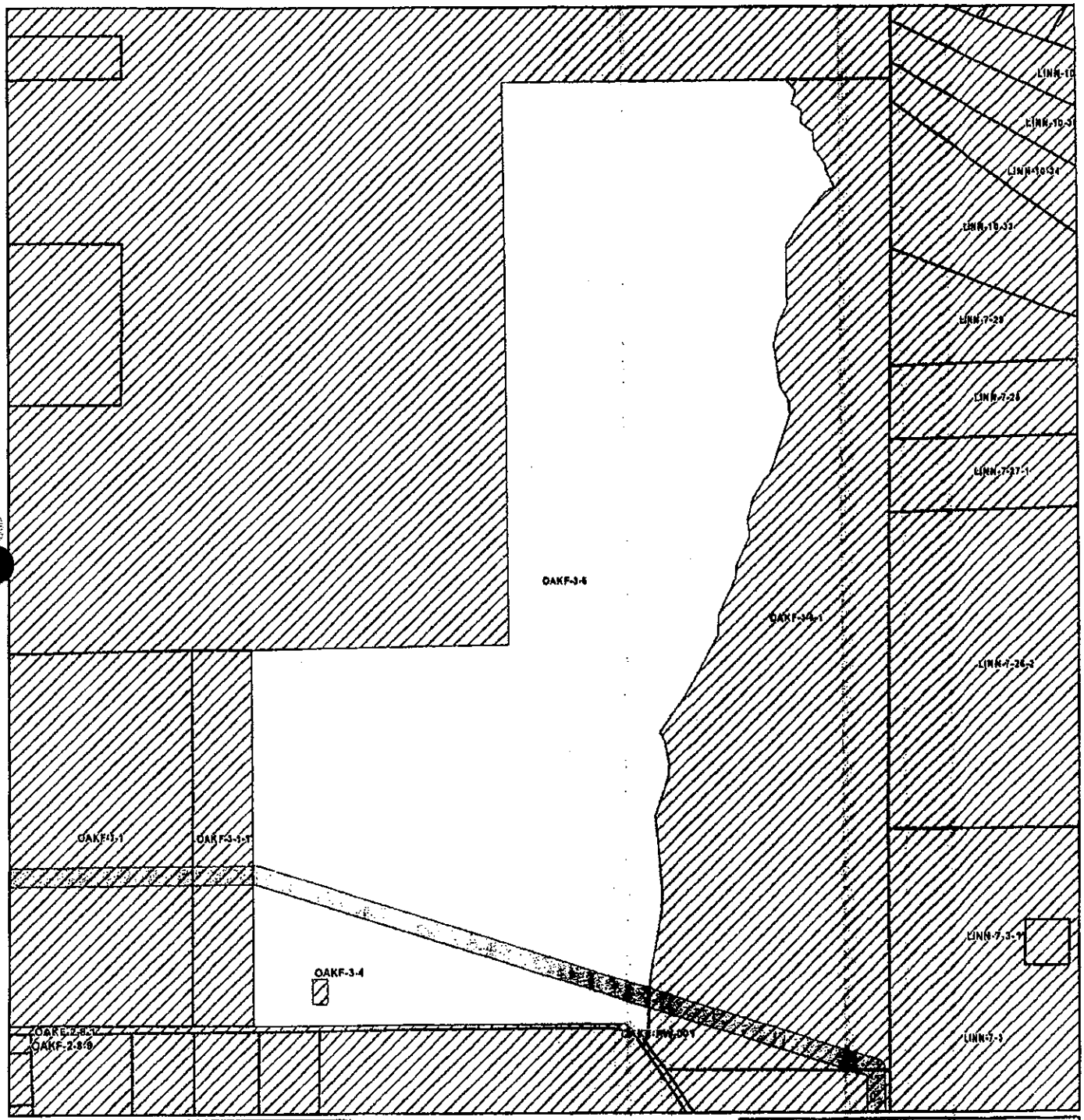

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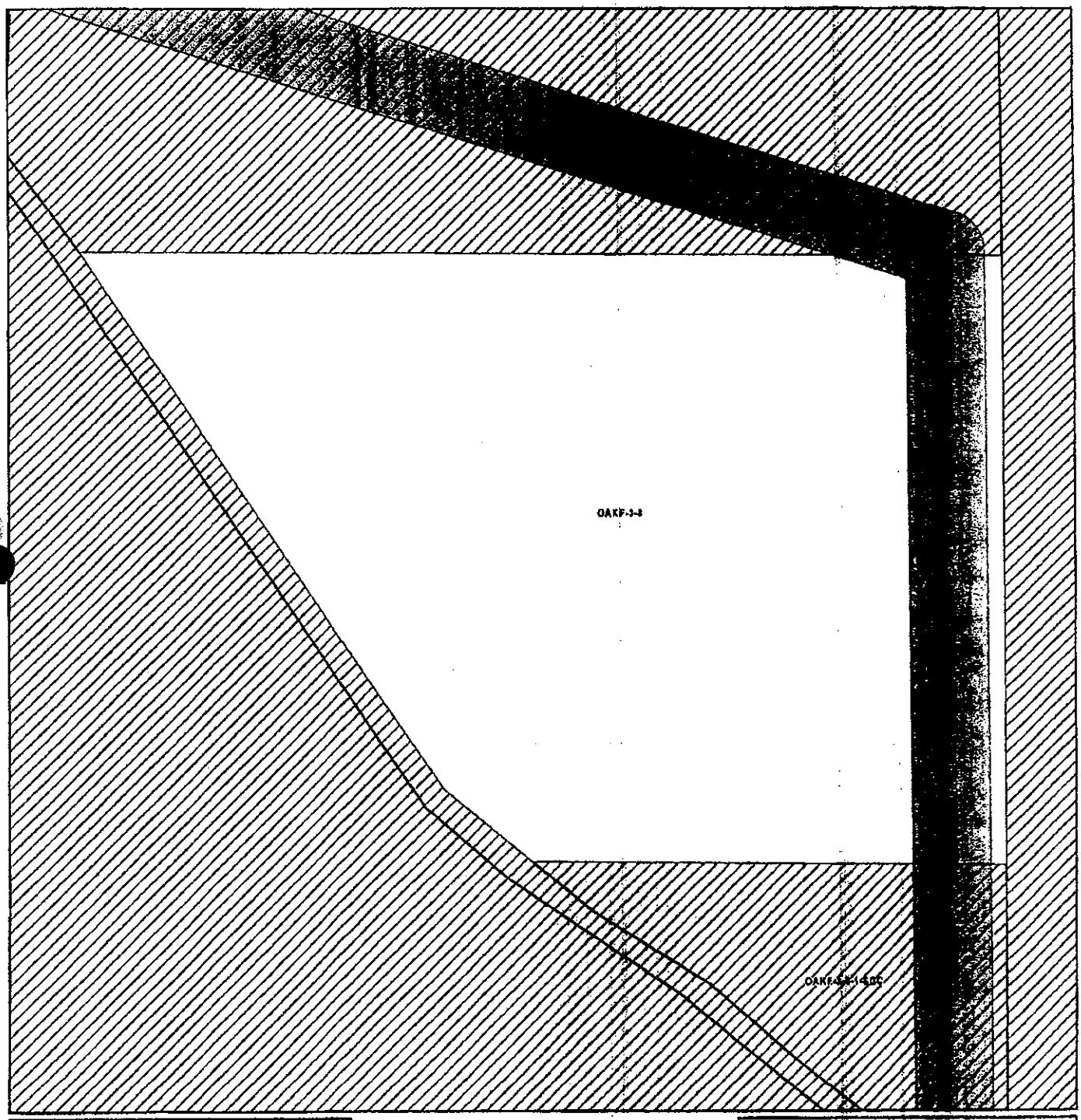

EXHIBIT C

Pre-existing Encumbrances

Received
ARDOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4771 Pg176 #13876
11-19-2009 @ 02:05p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Meadows and Mountains Trust**, with a mailing address of 1235 Estabrook Road, Amity, Maine 04471 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

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

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

Bk 4771 Pg176 #13876
11-19-2009 @ 02:05p

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

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

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

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

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

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Grantee shall not clear the Easement Area by aerial spraying of herbicides. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee. Grantor reserves the right to itself, its agents, leasees or contractors to plant, cultivate and harvest blueberry crops on, over, along, and across the Easement Area, provided such activities do not unreasonably interfere with the rights granted to Grantee in this Agreement. Grantee shall not spray herbicides on Grantor's cultivated blueberry crops.

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

2. Access Easement. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as

Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any material damage, or perform any additional maintenance of any roadway beyond Grantee's maintenance in the ordinary course, caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for thirty (30) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

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

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

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

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

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial

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

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

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by

the Survey shall have a width of not more than two hundred feet. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

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

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

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

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

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this

Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder, subject to provisions in Section 2 Paragraph "f". Supra.

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

12. **Grantee's Default**. If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

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

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

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

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

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

or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

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

Notice to Grantor: Meadows and Mountains Trust
c/o Mary B. Gregor, Trustee
1235 Estabrook Road
Amity, Maine 04471

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
85 Wells Ave. Suite 305
Newton, MA 02459

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

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

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

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

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

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

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

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

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee signs and executes this Agreement. Grantee shall sign and execute this agreement within thirty (30) days of Grantor's execution otherwise this agreement shall become null and void.

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

28. **Public Recreational Use.** Grantor reserves the right to allow public access to the Easement Area for recreational use of snowmobiles and ATVs, provided, in no event shall such use interfere with the rights granted to Grantee pursuant to this Agreement.

29. **Wildlife Passage.** Grantee's use of the Easement Area shall not in any way affect or hinder the natural passage of wildlife across the Easement Area. (i.e., There can be no fences, walls or the like on the easement area).

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Mary B. Gregor, Trustee, signing on behalf of the **MEADOWS AND MOUNTAINS TRUST,** has executed or caused this instrument to be executed by its duly authorized representative this 5th day of Oct, 2009.

MEADOWS AND MOUNTAINS TRUST

By: _____
Mary B. Gregor, Trustee

STATE OF MAINE §
§
COUNTY OF Aroostook § October 5, 2009.

Personally appeared the above-named **Mary B. Gregor, Trustee,** signing on behalf of the MEADOWS AND MOUNTAINS TRUST and acknowledged the foregoing instrument to be her free act and deed.

Before me,

_____
Notary Public
Attorney at Law

Print Name ~~of Notary~~: Forrest W. Barnes

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 3rd day of November, 2009.

MAINE GENLEAD, LLC

By: _____

Name: Evelyn Lim

Its: Secretary

Commonwealth of
~~STATE OF~~ Massachusetts §
§
COUNTY OF Suffolk § NOV 3., 2009.

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linda Marrone

LINDA P. MARRONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 23, 2010

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed dated August 21, 2006, by and between Walter C. Corsa, and John D. Davis and Robert L. Hall, as tenants in common, with Warranty Covenant, recorded on August 22, 2006, in Book 4328, Page 28, at the Register of Deeds, Aroostook County, Maine.

2. Warranty Deed dated January 7, 2009, by and between John D. Davis, Robert L. Hall, and Mary B. Gregor, Trustee of Meadows and Mountains Trust, with warranty covenants, recorded January 16, 2009, in Book 4664, Page 175, Register of Deeds, Aroostook County, Maine.

3. Quitclaim Deed dated May 16, 2005, by and between Joy Takes Care-Maine, LLC, formerly Joy Takes Care-Oakfield, LLC and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on May 17, 2005, in Book 4121, Page 423, at the Register of Deeds, Aroostook County, Maine.

4. Quitclaim Deed dated December 29, 2008, by and between Meadows and Mountains, LLC and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on December 30, 2008, in Book 4659, Page 257, at the Register of Deeds, Aroostook County, Maine.

5. Trustee's Deed dated May 6, 2008, by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust and Meadows and Mountains, LLC, recorded on May 20, 2008, in Book 4577, Page 181, at the Register of Deeds, Aroostook County, Maine.

6. Quitclaim Deed with Covenant dated January 3, 2005, by and between Joy Takes Care-Maine, LLC, formerly Joy Takes Care-Oakfield, LLC and Mary G. Gregor, Trustee of Meadows and Mountains Trust, recorded January 7, 2005, in Book 4073, Page 74, at the Register of Deeds, Aroostook County, Maine.

7. Warranty Deed dated December 19, 2003, by and between S.H. Nevers, Inc. and Mary B. Gregor, Trustee of Meadows and Mountains Trust, with warranty covenants, recorded on December 19, 2003, in Book 3914, Page 84, at the Register of Deeds, Aroostook County, Maine.

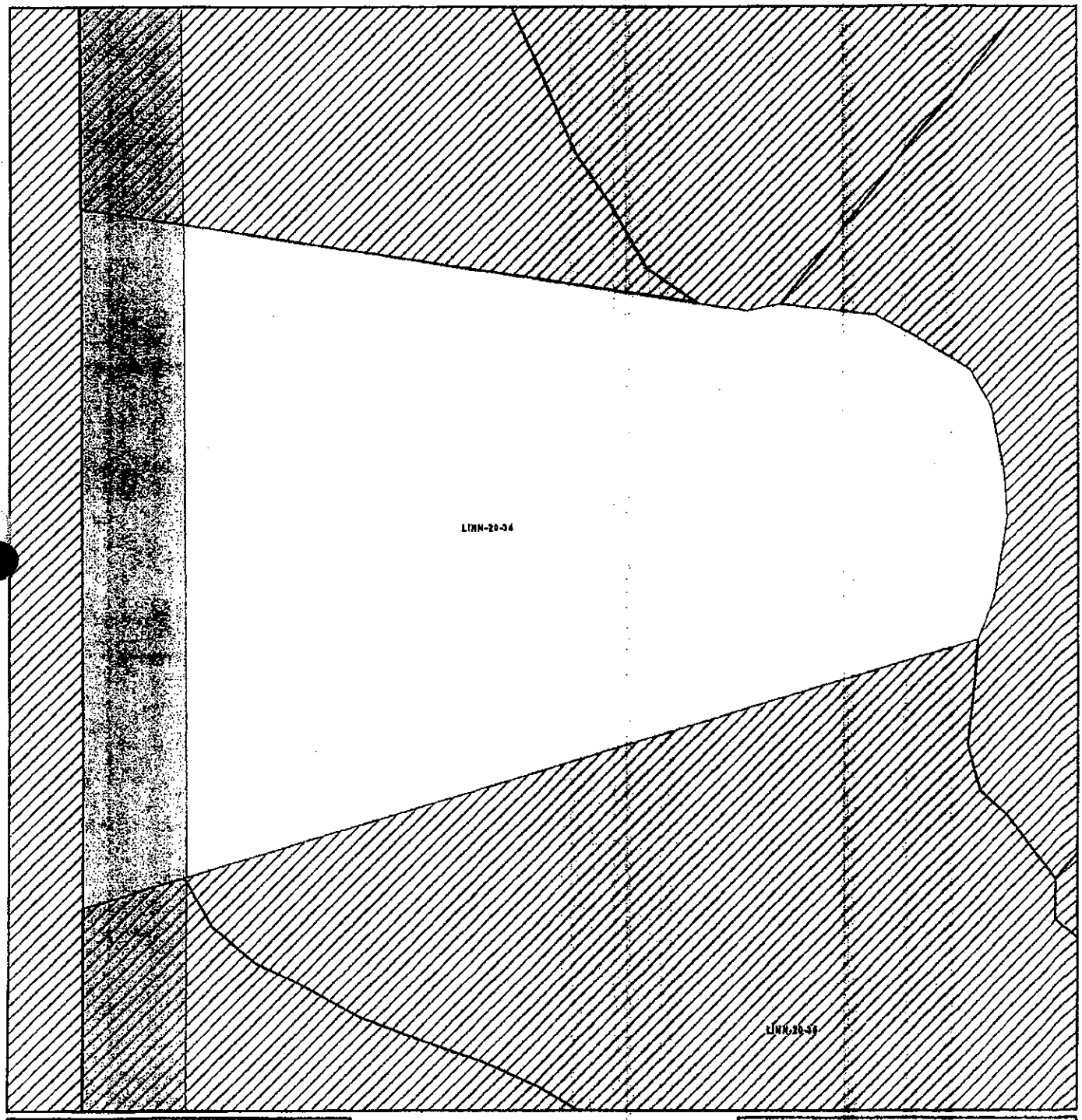
8. Release Deed dated August 24, 2009, by and between Jimmy J. Falbo and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on August 24, 2009, in Book 4741, Page 198, at the Register of Deeds, Aroostook County, Maine.

9. Trustee's Deed dated November 20, 2006, by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust and Jimmy J. Falbo, recorded on November 21, 2006, in Book 4371, Page 194, at the Register of Deeds, Aroostook County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



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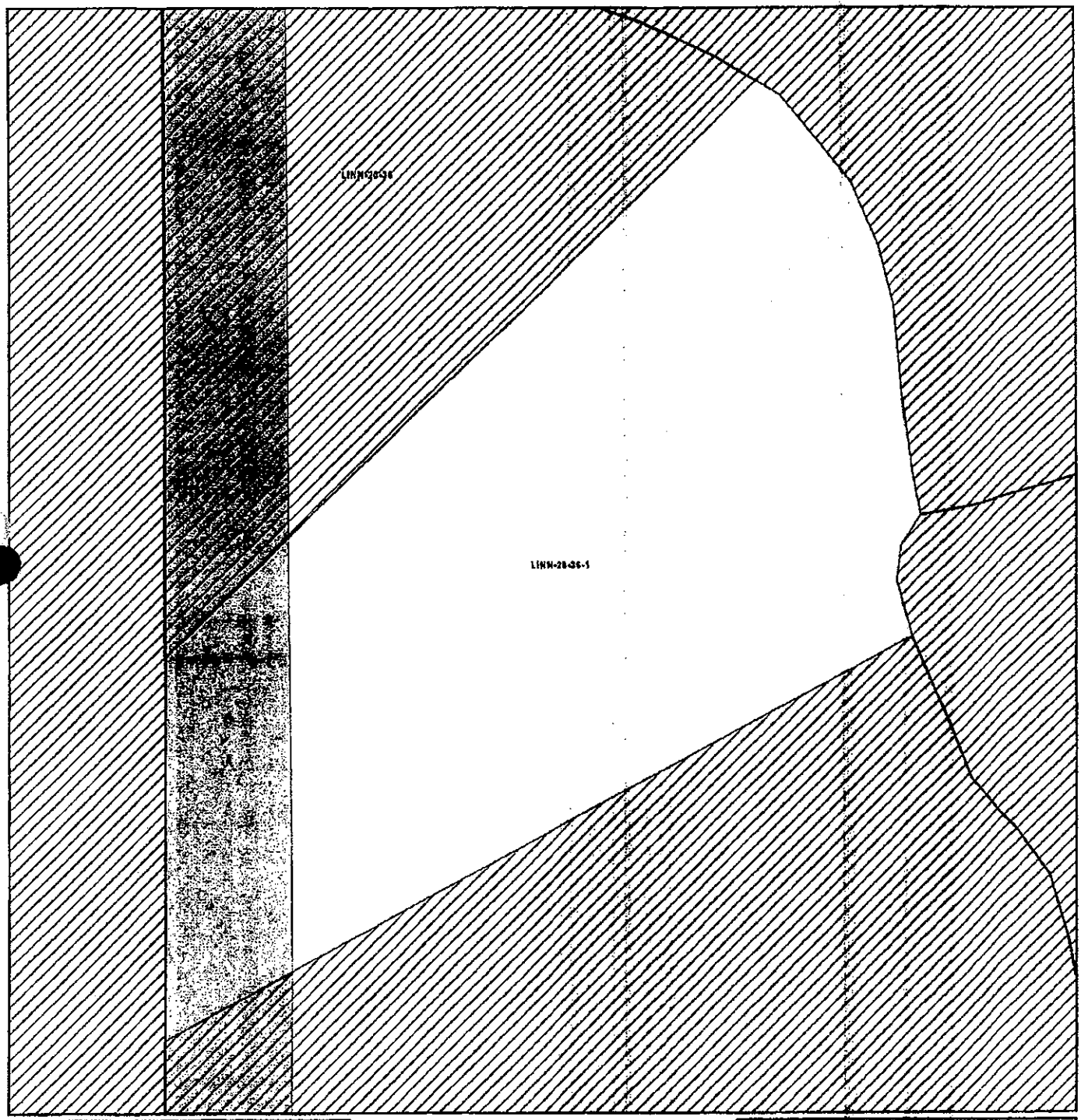

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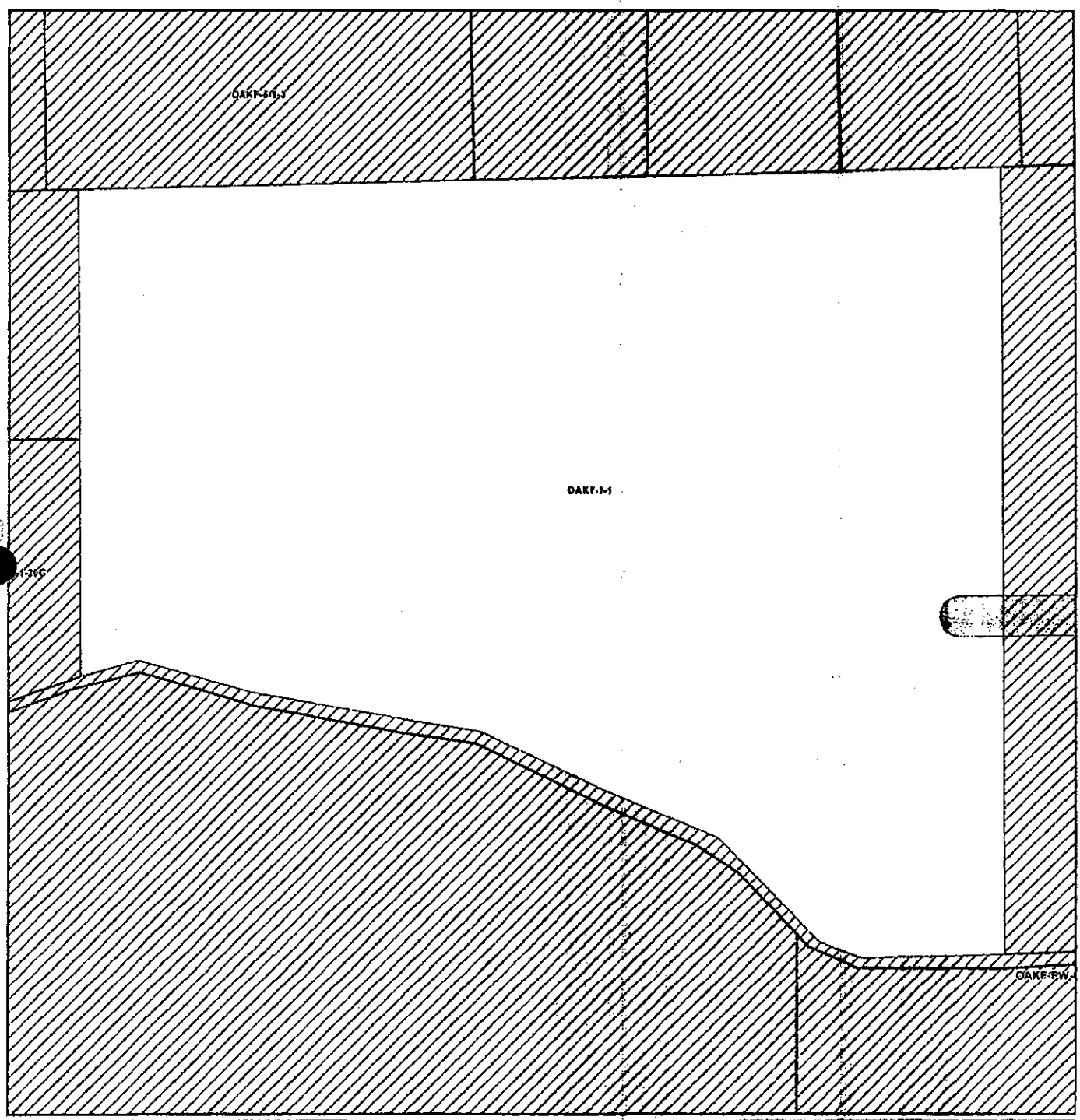

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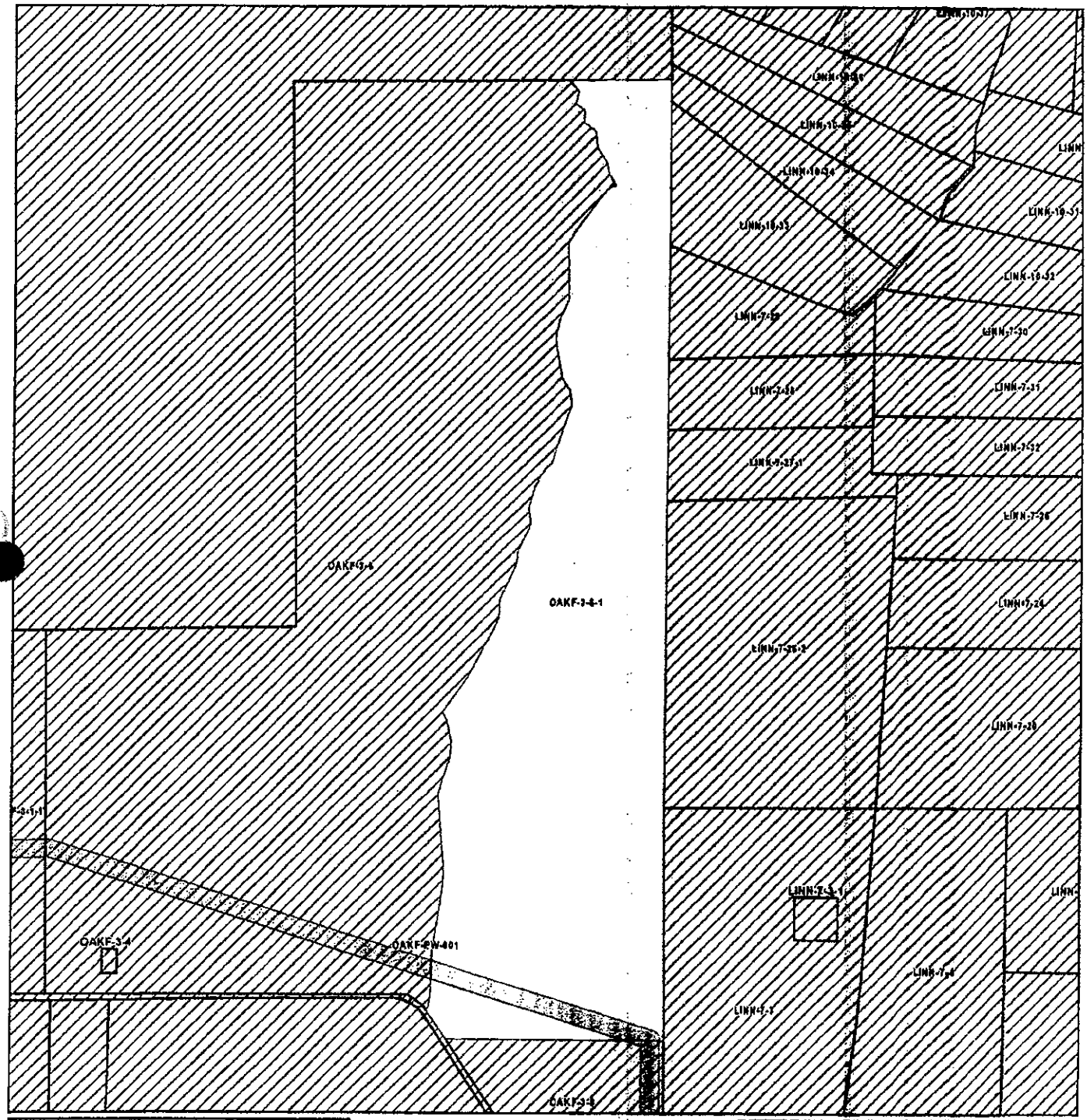

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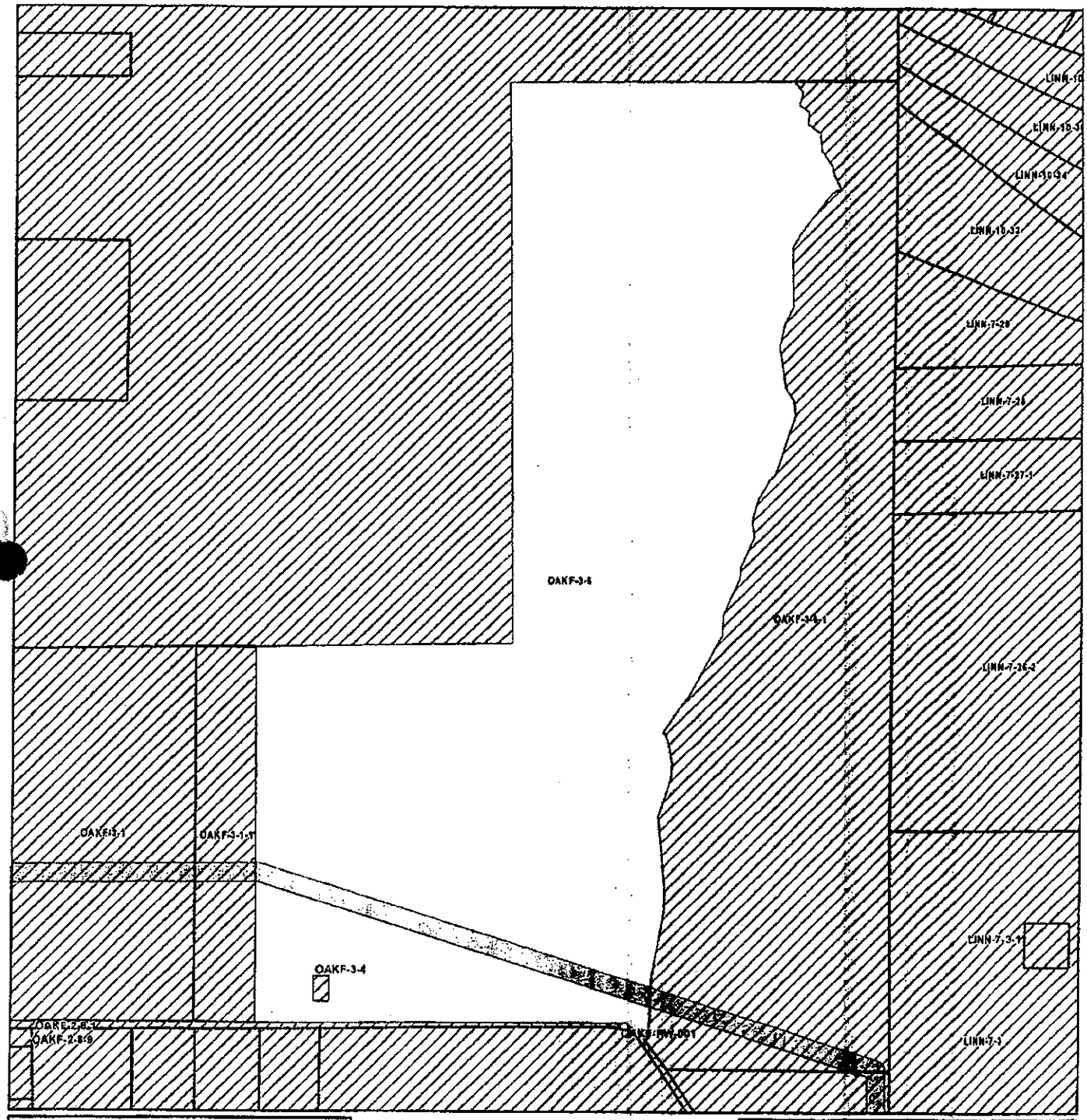

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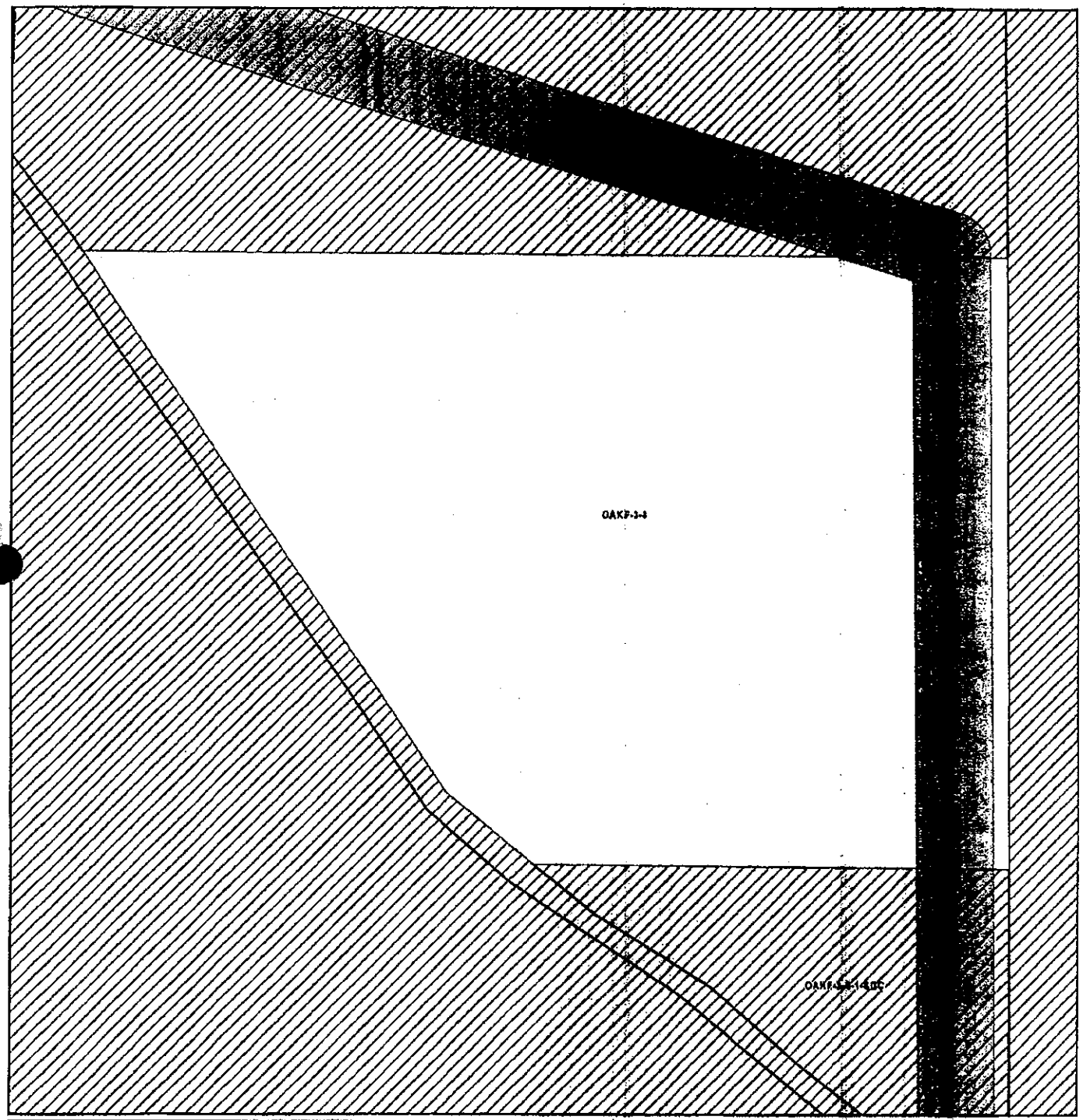


EXHIBIT C

Pre-existing Encumbrances

Received
ARDOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4771 Ps196 #13877
11-19-2009 @ 02:05p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Meadows and Mountains, LLC**, a Maine limited liability company, with a mailing address of 1235 Estabrook Road, Amity, Maine 04471 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

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

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

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

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

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

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

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

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Grantee shall not clear the Easement Area by aerial spraying of herbicides. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee. Grantor reserves the right to itself, its agents, leasees or contractors to plant, cultivate and harvest blueberry crops on, over, along, and across the Easement Area, provided such activities do not unreasonably interfere with the rights granted to Grantee in this Agreement. Grantee shall not spray herbicides on Grantor's cultivated blueberry crops.

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

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as

Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any material damage, or perform any additional maintenance of any roadway beyond Grantee's maintenance in the ordinary course, caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for thirty (30) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

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

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

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

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

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial

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

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

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally

located by the Survey shall have a width of not more than two hundred feet. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

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

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

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

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

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by

this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder, subject to provisions in Section 2 Paragraph "f". Supra.

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

12. **Grantee's Default**. If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

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

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

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

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

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

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

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

Notice to Grantor: Meadows and Mountains, LLC
c/o: Mary B. Gregor, Manager
1235 Estabrook Road
Amity, Maine 04471

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
85 Wells Ave. Suite 305
Newton, MA 02459

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

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

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

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

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

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

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

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

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee signs and executes this Agreement. Grantee shall sign and execute this agreement within thirty (30) days of Grantor's execution otherwise this agreement shall become null and void.

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

28. **Public Recreational Use.** Grantor reserves the right to allow public access to the Easement Area for recreational use of snowmobiles and ATVs, provided, in no event shall such use interfere with the rights granted to Grantee pursuant to this Agreement.

29. **Wildlife Passage.** Grantee's use of the Easement Area shall not in any way affect or hinder the natural passage of wildlife across the Easement Area. (i.e., There can be no fences, walls or the like on the easement area).

30. **Access to Tract 4-3 in Linneus**. Grantor will allow the owner of tract 4-3 of the Township of Linneus, vehicular and pedestrian access over, across, and along the portion of the Land in the Easement Area only, in order to gain access to tract 4-3 of the Township of Linneus.

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Mary B. Gregor, Manager, signing on behalf of **MEADOWS AND MOUNTAINS, LLC**, a Maine limited liability company, has executed or caused this instrument to be executed by its duly authorized representative this 5th day of Oct., 2009.

MEADOWS AND MOUNTAINS, LLC,
a Maine limited liability company

By: Mary B Gregor
Name: Mary B. Gregor
Its: Manager

STATE OF MAINE §
§
COUNTY OF Aroostook § October 5, 2009.

Personally appeared the above-named Mary B. Gregor, Manager, signing on behalf of MEADOWS AND MOUNTAINS, LLC, a Maine limited liability company and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Forrest W. Barnes
~~Notary Public~~

Print Name ~~of Notary:~~ Forrest W. Barnes

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC,** has caused this instrument to be executed by its duly authorized representative this 3rd day of November, 2009.

MAINE GENLEAD, LLC

By: _____

Name: Evelyn Lim

Its: Secretary

Commonwealth of
~~STATE OF~~ Massachusetts §
§
COUNTY OF Suffolk § Nov. 3, 2009.

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linda Marrone

LINDA P. MARRONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 23, 2010

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Meadows and Mountains, LLC, as Grantor, and Maine Gentlead, LLC, a Delaware limited liability company, Grantee

1. Trustee's Deed dated May 6th, 2008, by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust, and Meadows and Mountains, LLC, recorded May 20, 2008, in Book 4577, Page 181, at the Register of Deeds, Aroostook County, Maine.

2. Warranty Deed dated April 5, 2000, by and between Colin Bartlett & Sons, Inc., and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded May 5, 2000, in Book 3387, Page 286, at the Register of Deeds, Aroostook County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

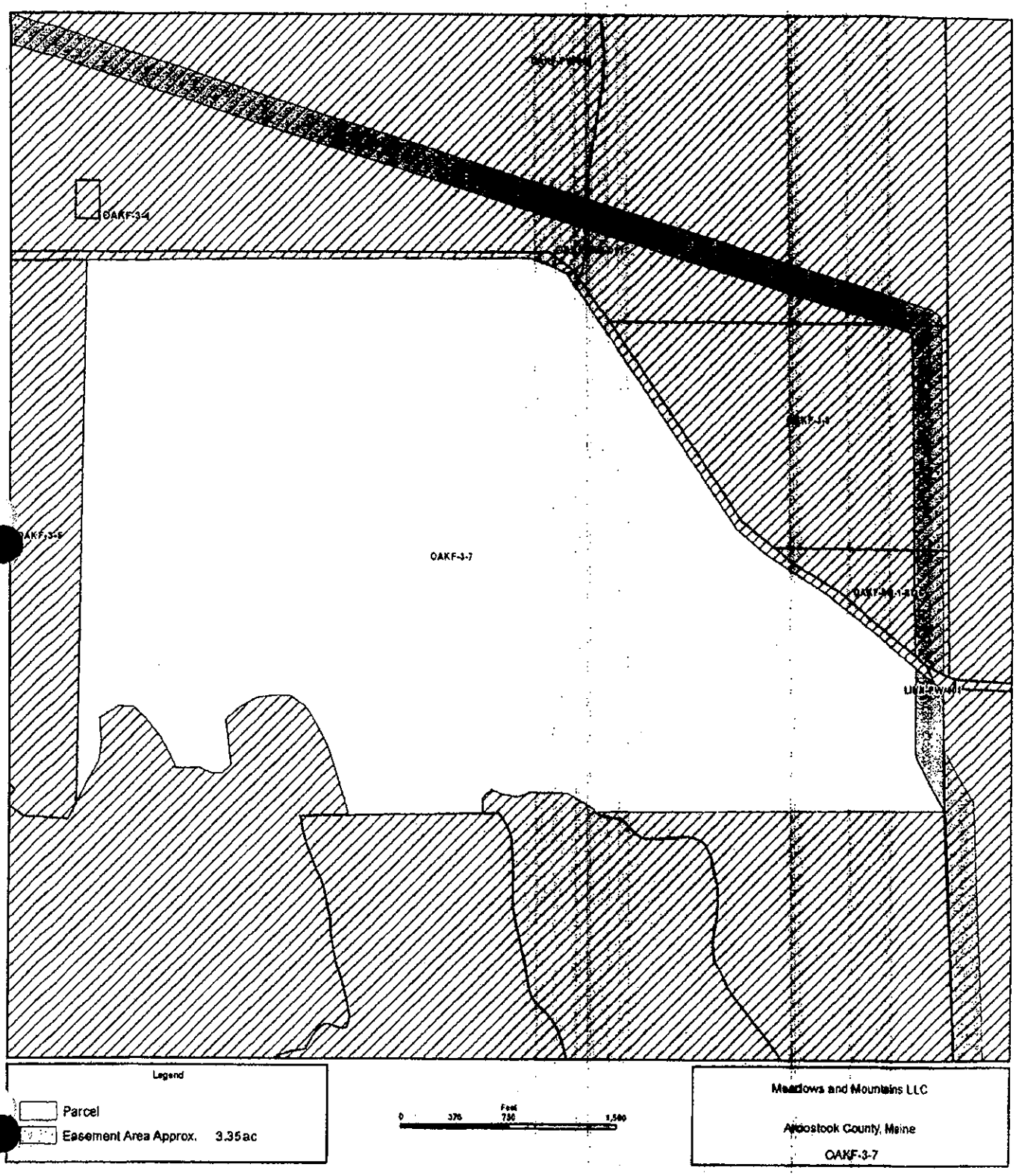


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

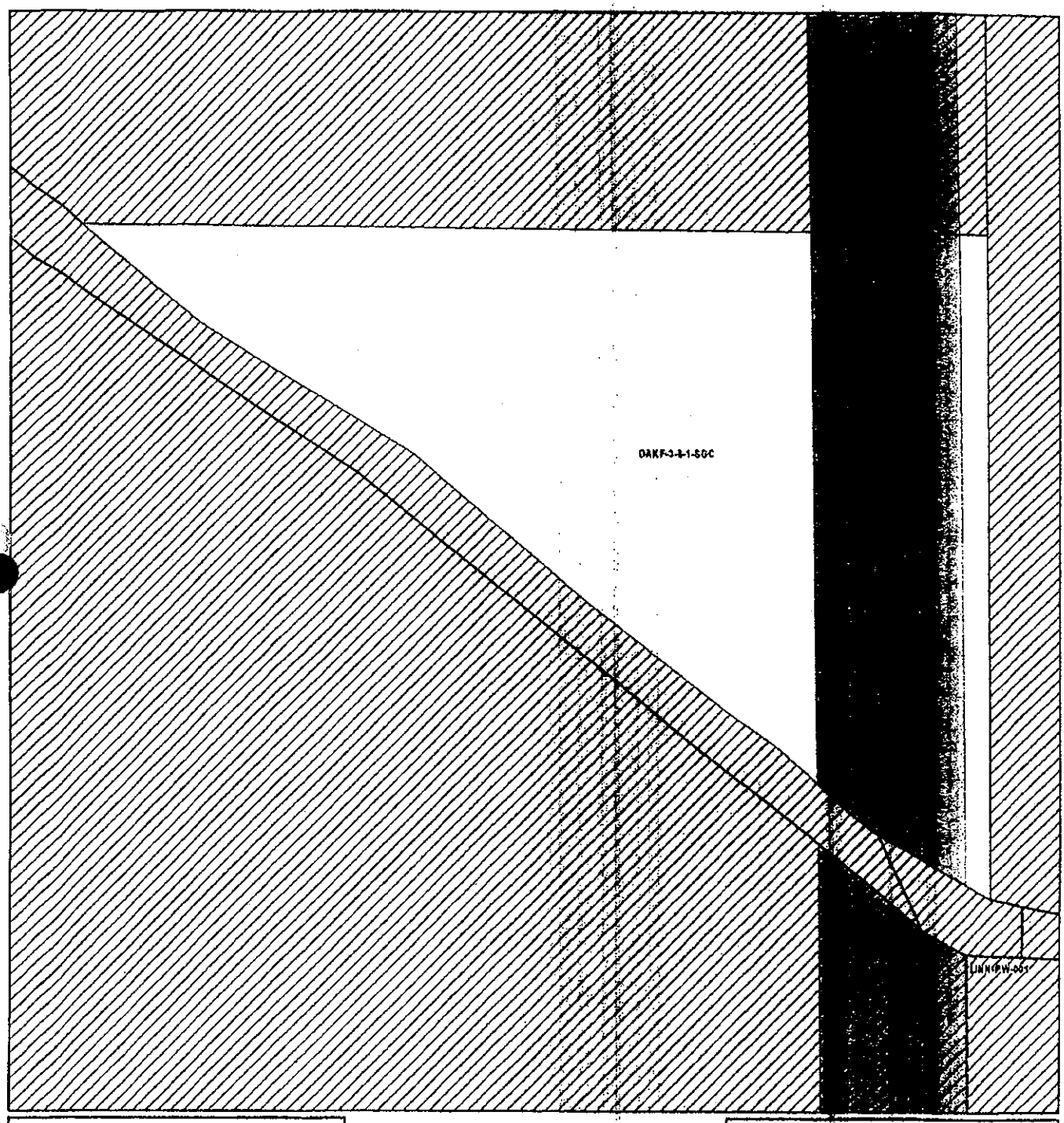


EXHIBIT C

Pre-existing Encumbrances

Received
AROOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4771 Pg176 #13876
11-19-2009 @ 02:05p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Meadows and Mountains Trust**, with a mailing address of 1235 Estabroook Road, Amity, Maine 04471 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

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

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

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

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

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

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

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

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Grantee shall not clear the Easement Area by aerial spraying of herbicides. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee. Grantor reserves the right to itself, its agents, leasees or contractors to plant, cultivate and harvest blueberry crops on, over, along, and across the Easement Area, provided such activities do not unreasonably interfere with the rights granted to Grantee in this Agreement. Grantee shall not spray herbicides on Grantor's cultivated blueberry crops.

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

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as

Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any material damage, or perform any additional maintenance of any roadway beyond Grantee's maintenance in the ordinary course, caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for thirty (30) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

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

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

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

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

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial

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

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

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by

the Survey shall have a width of not more than two hundred feet. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

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

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

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

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

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this

Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder, subject to provisions in Section 2 Paragraph "f". Supra.

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

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

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

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

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

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

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

or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

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

Notice to Grantor: Meadows and Mountains Trust
c/o Mary B. Gregor, Trustee
1235 Estabrook Road
Amity, Maine 04471

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
85 Wells Ave. Suite 305
Newton, MA 02459

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

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

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

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

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

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

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

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

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee signs and executes this Agreement. Grantee shall sign and execute this agreement within thirty (30) days of Grantor's execution otherwise this agreement shall become null and void.

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

28. **Public Recreational Use.** Grantor reserves the right to allow public access to the Easement Area for recreational use of snowmobiles and ATVs, provided, in no event shall such use interfere with the rights granted to Grantee pursuant to this Agreement.

29. **Wildlife Passage.** Grantee's use of the Easement Area shall not in any way affect or hinder the natural passage of wildlife across the Easement Area. (i.e., There can be no fences, walls or the like on the easement area).

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Mary B. Gregor, Trustee, signing on behalf of the **MEADOWS AND MOUNTAINS TRUST,** has executed or caused this instrument to be executed by its duly authorized representative this 5th day of Oct, 2009.

MEADOWS AND MOUNTAINS TRUST

By: _____
Mary B. Gregor, Trustee

STATE OF MAINE §
§
COUNTY OF Aroostook § October 5, 2009.

Personally appeared the above-named Mary B. Gregor, Trustee, signing on behalf of the MEADOWS AND MOUNTAINS TRUST and acknowledged the foregoing instrument to be her free act and deed.

Before me,

_____
Notary Public
Attorney at Law

Print Name ~~of Notary~~: Forrest W. Barnes

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 3rd day of November, 2009.

MAINE GENLEAD, LLC

By: _____

Name: Evelyn Lim

Its: Secretary

Commonwealth of
~~STATE OF~~ Massachusetts §
§
COUNTY OF Suffolk § NOV 3., 2009.

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linda Marrone

LINDA P. MARRONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 23, 2010

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed dated August 21, 2006, by and between Walter C. Corsa, and John D. Davis and Robert L. Hall, as tenants in common, with Warranty Covenant, recorded on August 22, 2006, in Book 4328, Page 28, at the Register of Deeds, Aroostook County, Maine.

2. Warranty Deed dated January 7, 2009, by and between John D. Davis, Robert L. Hall, and Mary B. Gregor, Trustee of Meadows and Mountains Trust, with warranty covenants, recorded January 16, 2009, in Book 4664, Page 175, Register of Deeds, Aroostook County, Maine.

3. Quitclaim Deed dated May 16, 2005, by and between Joy Takes Care-Maine, LLC, formerly Joy Takes Care-Oakfield, LLC and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on May 17, 2005, in Book 4121, Page 323, at the Register of Deeds, Aroostook County, Maine.

4. Quitclaim Deed dated December 29, 2008, by and between Meadows and Mountains, LLC and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on December 30, 2008, in Book 4659, Page 257, at the Register of Deeds, Aroostook County, Maine.

5. Trustee's Deed dated May 6, 2008, by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust and Meadows and Mountains, LLC, recorded on May 20, 2008, in Book 4577, Page 181, at the Register of Deeds, Aroostook County, Maine.

6. Quitclaim Deed with Covenant dated January 3, 2005, by and between Joy Takes Care-Maine, LLC, formerly Joy Takes Care-Oakfield, LLC and Mary G. Gregor, Trustee of Meadows and Mountains Trust, recorded January 7, 2005, in Book 4073, Page 74, at the Register of Deeds, Aroostook County, Maine.

7. Warranty Deed dated December 19, 2003, by and between S.H. Nevers, Inc. and Mary B. Gregor, Trustee of Meadows and Mountains Trust, with warranty covenants, recorded on December 19, 2003, in Book 3914, Page 84, at the Register of Deeds, Aroostook County, Maine.

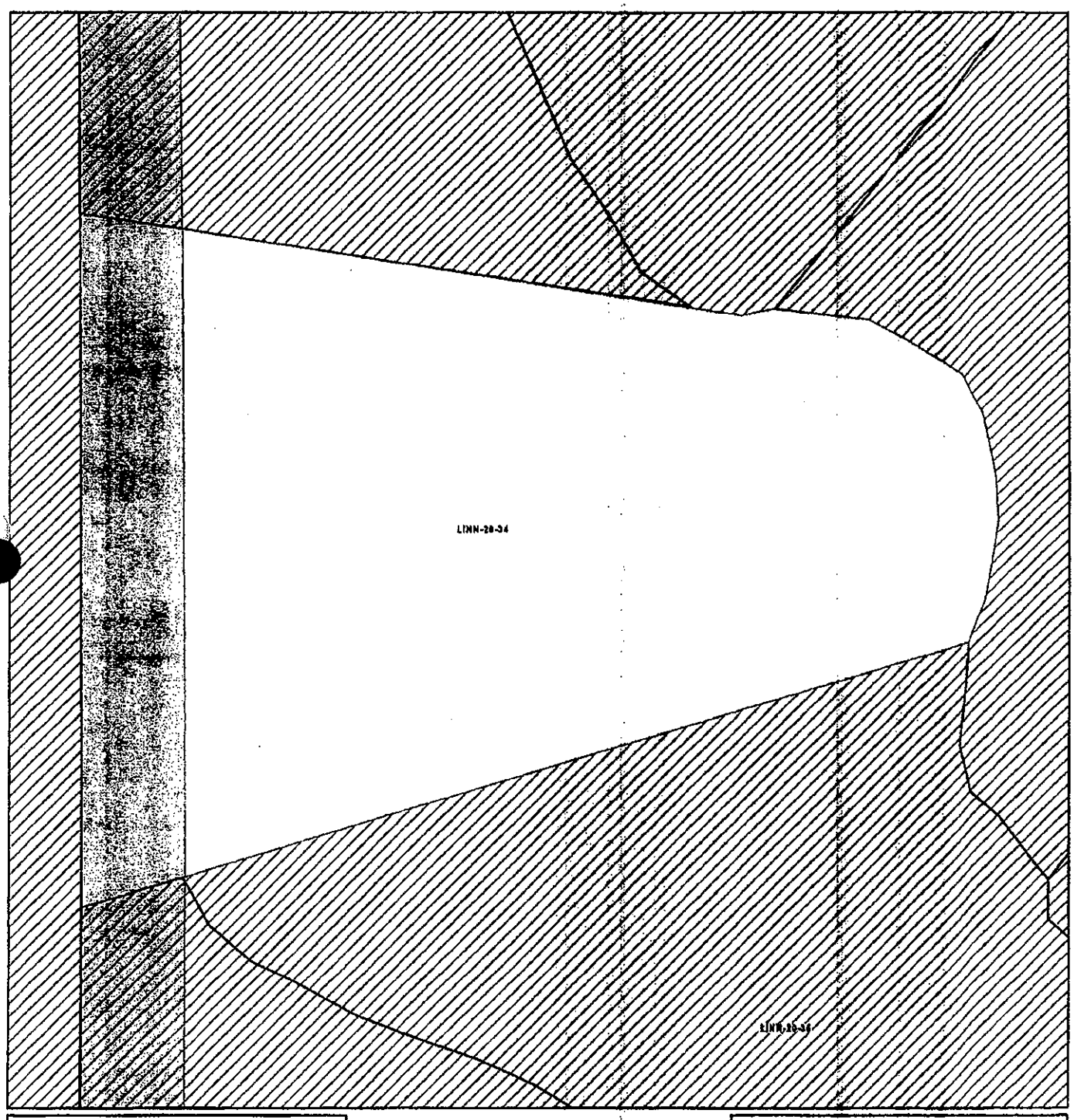
8. Release Deed dated August 24, 2009, by and between Jimmy J. Falbo and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on August 24, 2009, in Book 4741, Page 198, at the Register of Deeds, Aroostook County, Maine.

9. Trustee's Deed dated November 20, 2006, by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust and Jimmy J. Falbo, recorded on November 21, 2006, in Book 4371, Page 194, at the Register of Deeds, Aroostook County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



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Depiction of Transmission and Telecommunication Easement & Access Easement

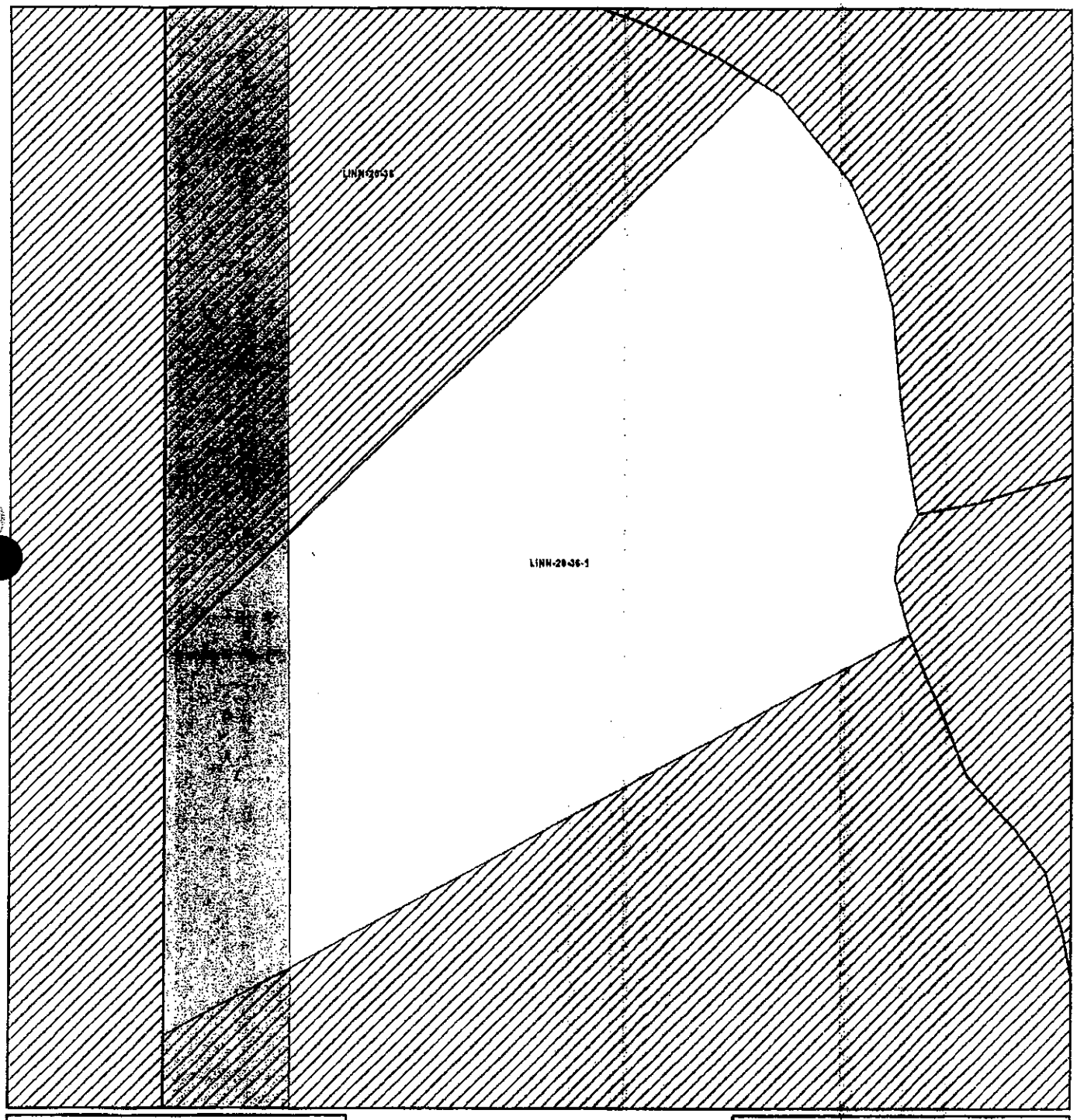

EXHIBIT B

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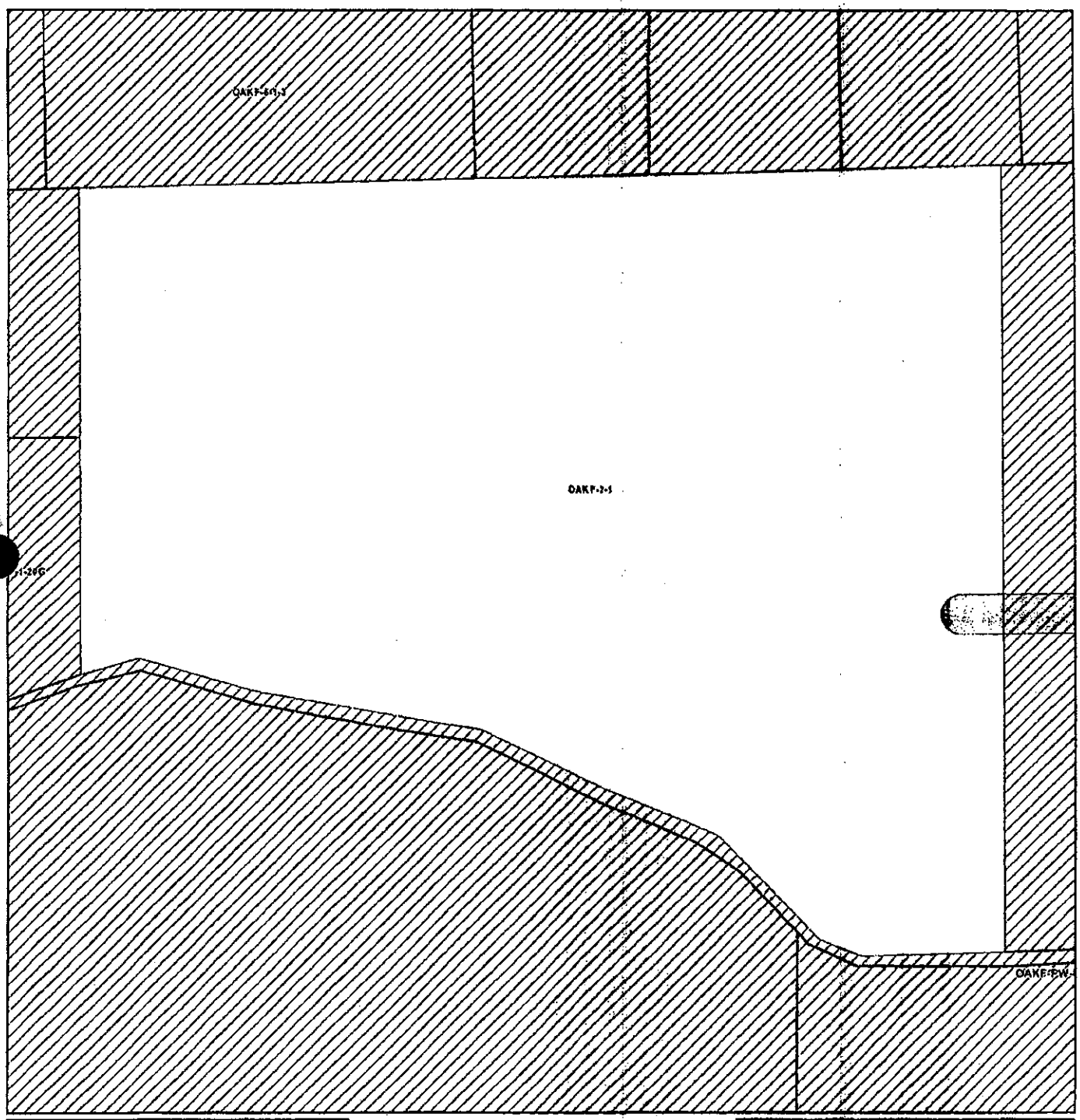

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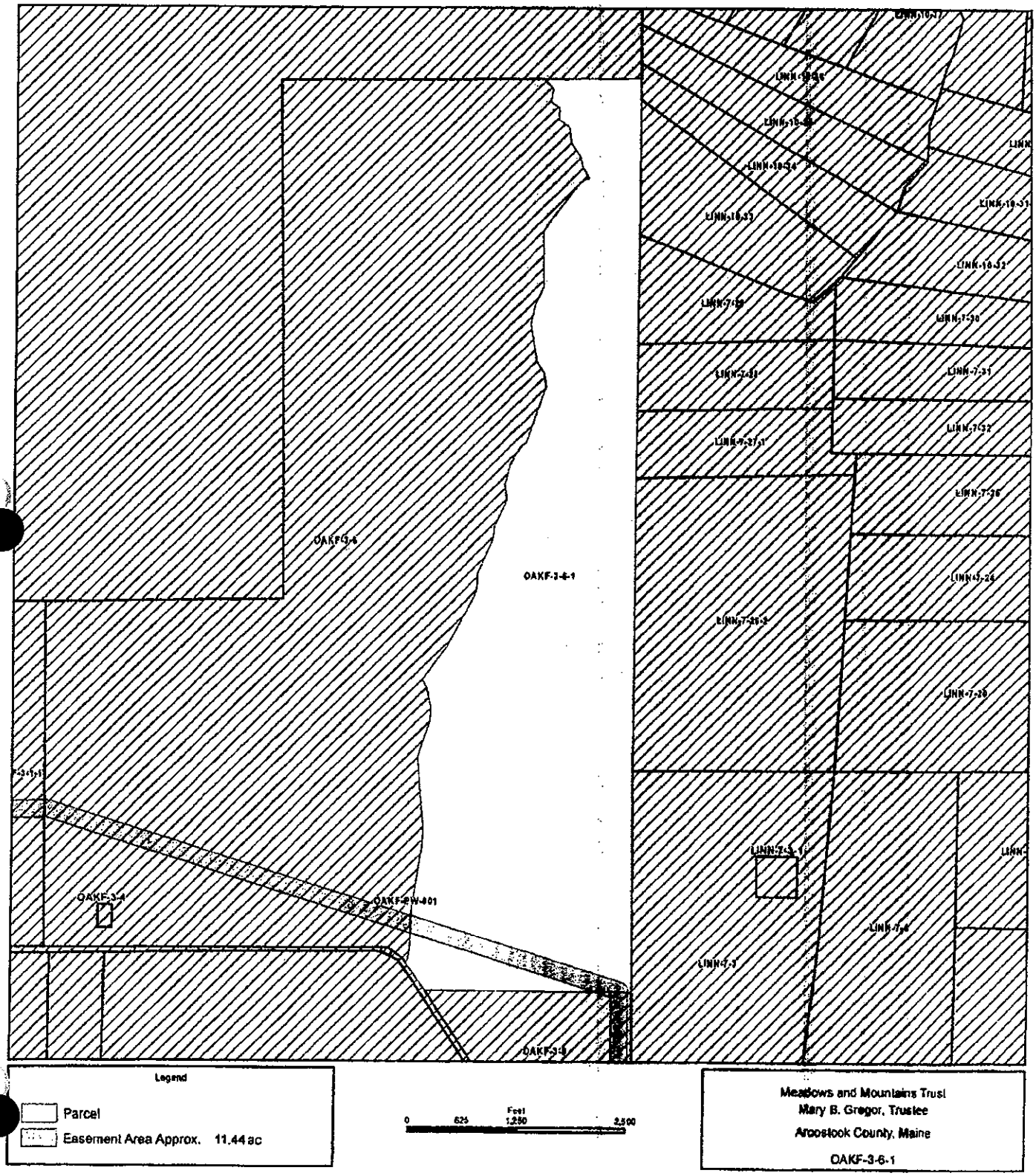

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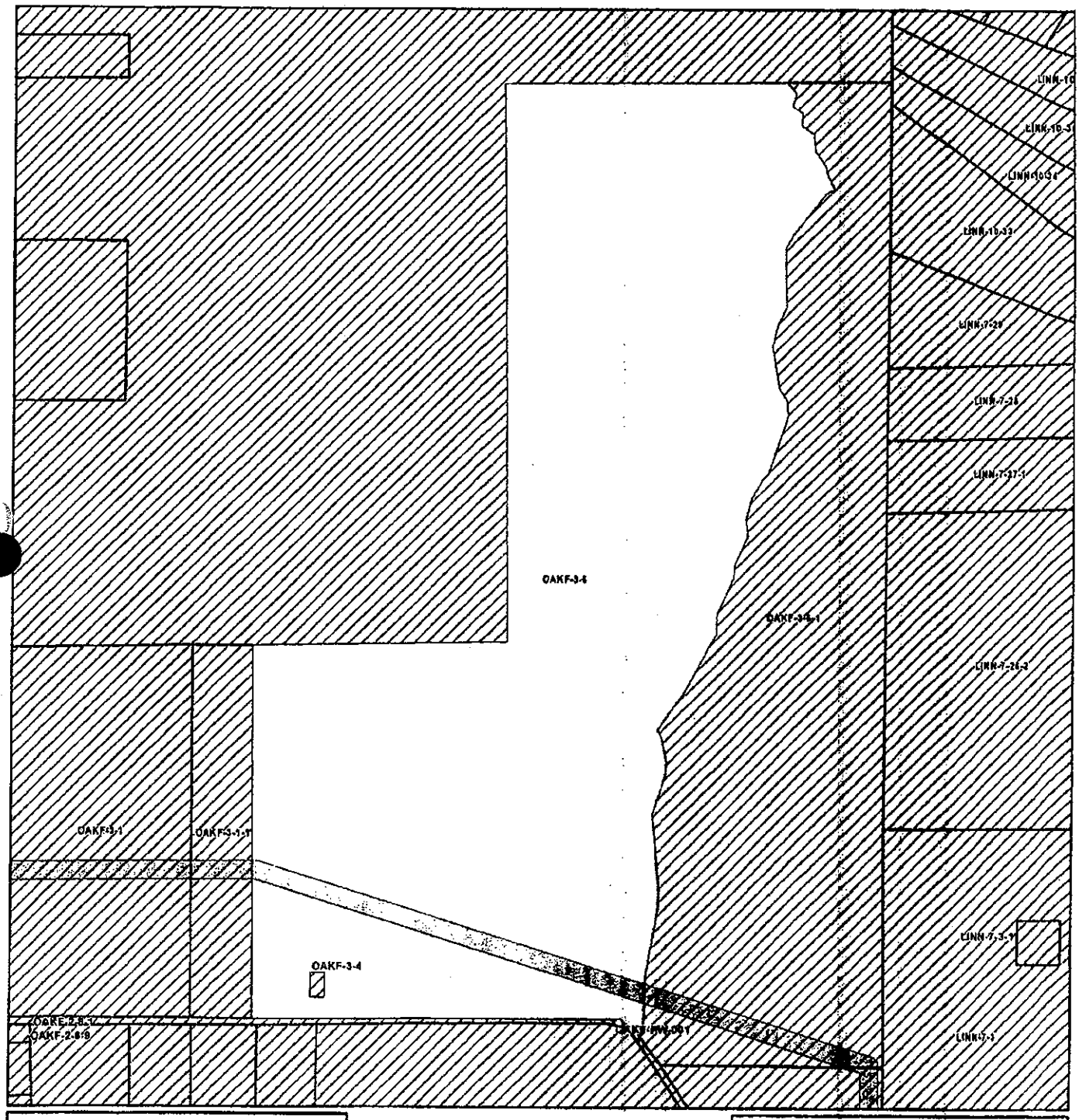

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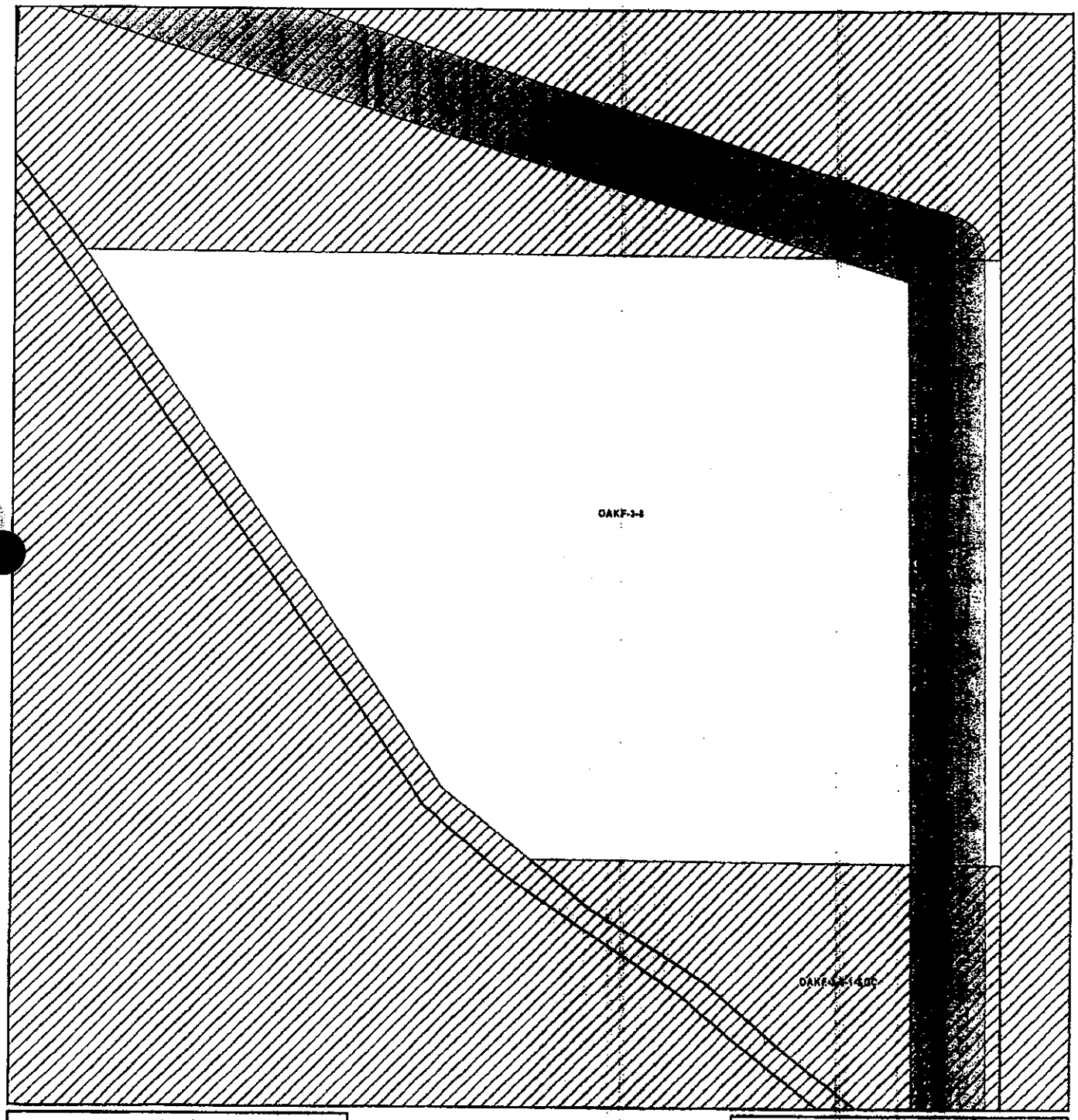

EXHIBIT C

Pre-existing Encumbrances

Received
ARODSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4771 Pg196 #13877
11-19-2009 @ 02:05p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Meadows and Mountains, LLC**, a Maine limited liability company, with a mailing address of 1235 Estabrook Road, Amity, Maine 04471 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

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

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

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

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

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

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

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

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Grantee shall not clear the Easement Area by aerial spraying of herbicides. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee. Grantor reserves the right to itself, its agents, leasees or contractors to plant, cultivate and harvest blueberry crops on, over, along, and across the Easement Area, provided such activities do not unreasonably interfere with the rights granted to Grantee in this Agreement. Grantee shall not spray herbicides on Grantor's cultivated blueberry crops.

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

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as

Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any material damage, or perform any additional maintenance of any roadway beyond Grantee's maintenance in the ordinary course, caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for thirty (30) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

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

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

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

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

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial

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

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

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally

located by the Survey shall have a width of not more than two hundred feet. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

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

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

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

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

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by

this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder, subject to provisions in Section 2 Paragraph "f". Supra.

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

12. **Grantee's Default**. If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

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

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

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

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

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

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

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

Notice to Grantor: Meadows and Mountains, LLC
c/o: Mary B. Gregor, Manager
1235 Estabrook Road
Amity, Maine 04471

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
85 Wells Ave. Suite 305
Newton, MA 02459

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

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

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

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

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

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

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

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

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee signs and executes this Agreement. Grantee shall sign and execute this agreement within thirty (30) days of Grantor's execution otherwise this agreement shall become null and void.

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

28. **Public Recreational Use.** Grantor reserves the right to allow public access to the Easement Area for recreational use of snowmobiles and ATVs, provided, in no event shall such use interfere with the rights granted to Grantee pursuant to this Agreement.

29. **Wildlife Passage.** Grantee's use of the Easement Area shall not in any way affect or hinder the natural passage of wildlife across the Easement Area. (i.e., There can be no fences, walls or the like on the easement area).

30. **Access to Tract 4-3 in Linneus**. Grantor will allow the owner of tract 4-3 of the Township of Linneus, vehicular and pedestrian access over, across, and along the portion of the Land in the Easement Area only, in order to gain access to tract 4-3 of the Township of Linneus.

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Mary B. Gregor, Manager, signing on behalf of **MEADOWS AND MOUNTAINS, LLC**, a Maine limited liability company, has executed or caused this instrument to be executed by its duly authorized representative this 5th day of Oct., 2009.

MEADOWS AND MOUNTAINS, LLC,
a Maine limited liability company

By: Mary B Gregor
Name: Mary B. Gregor
Its: Manager

STATE OF MAINE §
§
COUNTY OF Aroostook § October 5, 2009.

Personally appeared the above-named Mary B. Gregor, Manager, signing on behalf of MEADOWS AND MOUNTAINS, LLC, a Maine limited liability company and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Forrest W. Barnes
~~Notary Public~~

Print Name ~~of Notary:~~ Forrest W. Barnes

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 3rd day of November, 2009.

MAINE GENLEAD, LLC

By: _____

Name: Evelyn Lim

Its: Secretary

Commonwealth of
~~STATE OF~~ Massachusetts §
§
COUNTY OF Suffolk § Nov. 3, 2009.

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linda Marrone

LINDA P. MARRONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 23, 2010

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Meadows and Mountains, LLC, as Grantor, and Maine Gentlead, LLC, a Delaware limited liability company, Grantee

1. Trustee's Deed dated May 6th, 2008, by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust, and Meadows and Mountains, LLC, recorded May 20, 2008, in Book 4577, Page 181, at the Register of Deeds, Aroostook County, Maine.

2. Warranty Deed dated April 5, 2000, by and between Colin Bartlett & Sons, Inc., and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded May 5, 2000, in Book 3387, Page 286, at the Register of Deeds, Aroostook County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

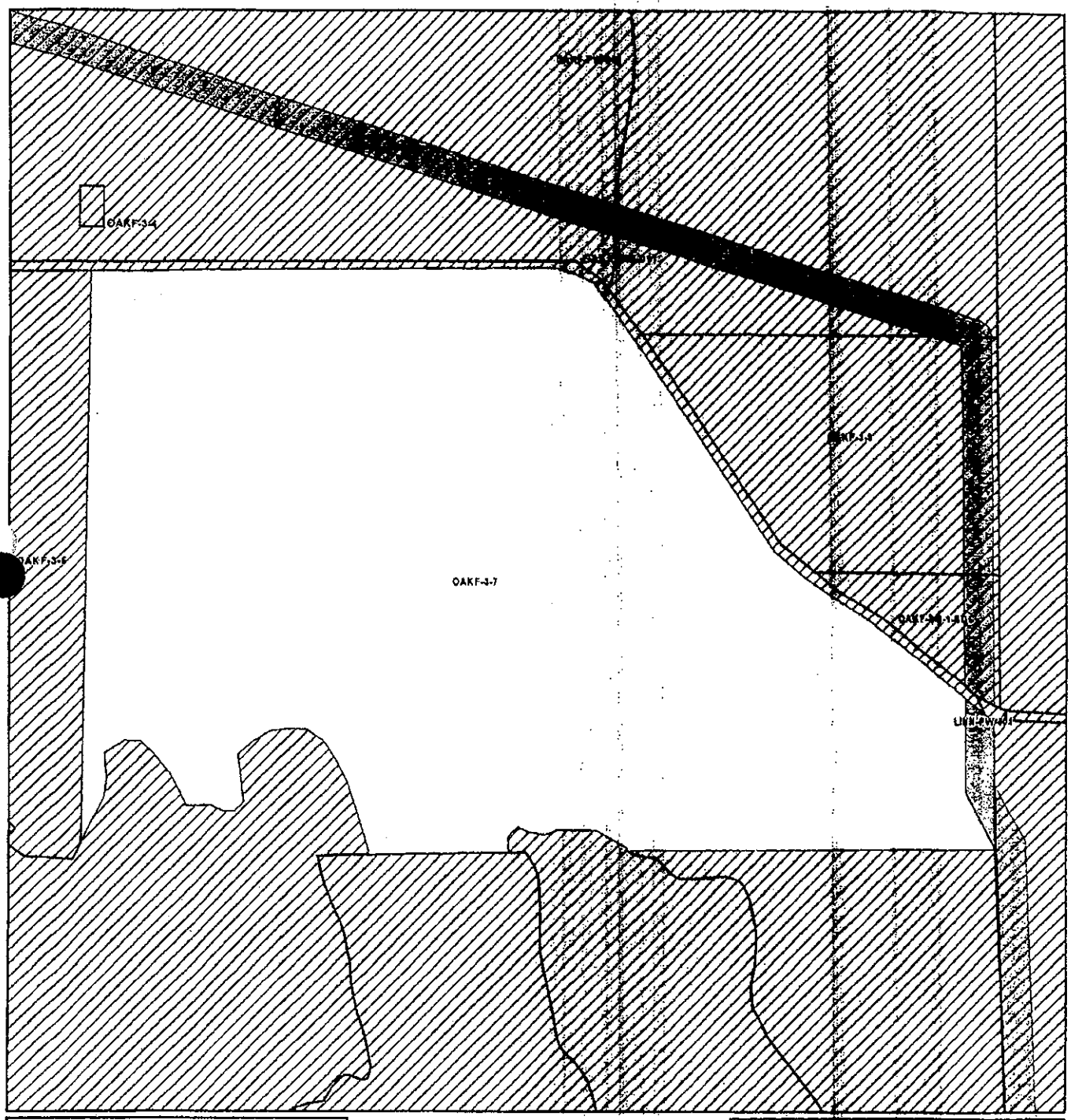

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

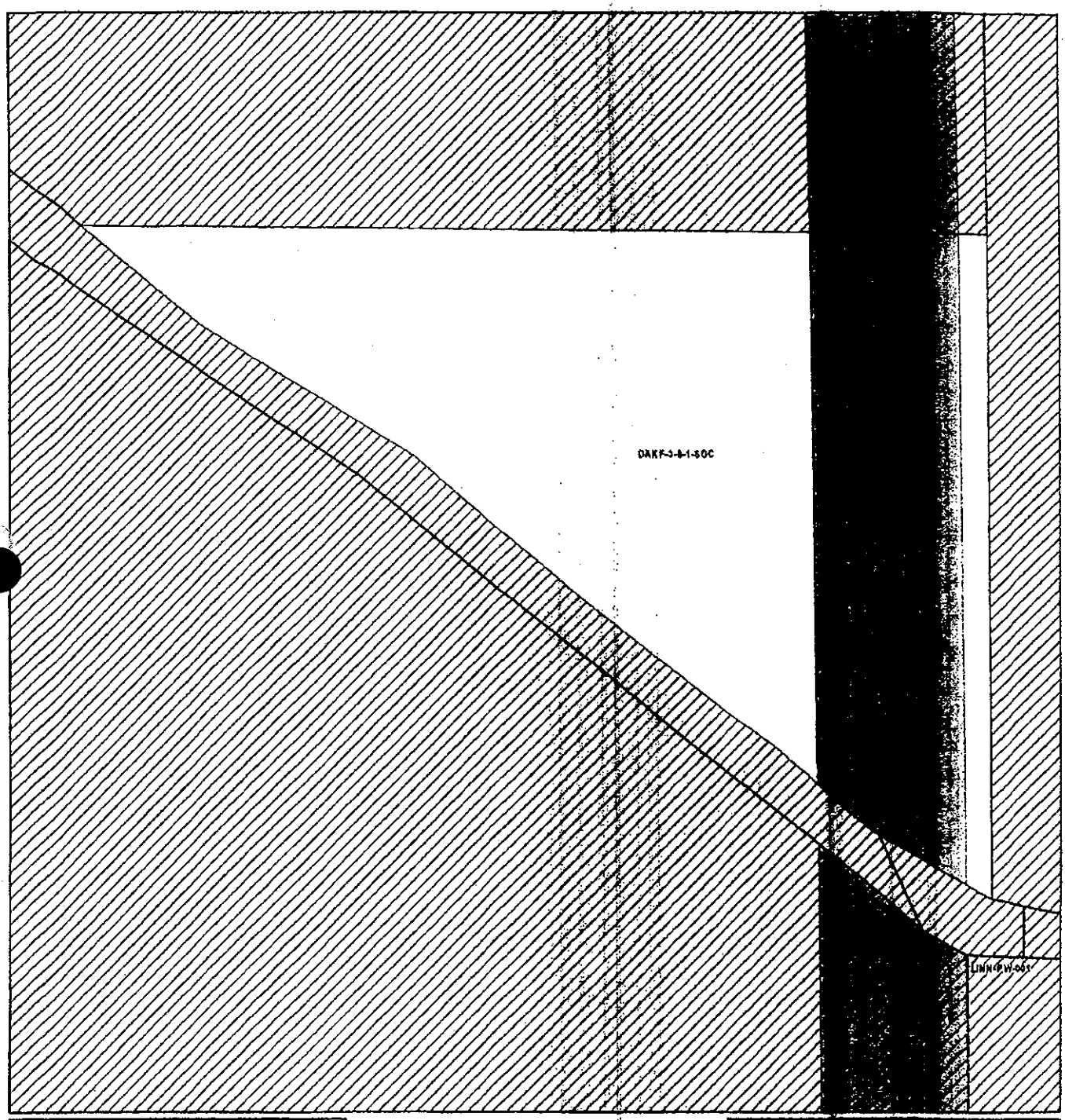

EXHIBIT C

Pre-existing Encumbrances

Received
ARODSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4908 Ps222 #844
01-27-2011 @ 11:19a

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: **Anthony C. DeLucca and Joyceann DeLucca**, 424 North Street, Houlton, ME 04730

Purchaser: **Maine GenLead, LLC**, c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises subject to Purchase and Sale Agreement**: Certain real property in the Town of Linneus, County of Aroostook, State of Maine, being a portion of the property described in that certain deed to Seller recorded at the Aroostook County Registry of Deeds in Book 2718, Page 191; and being a portion of the property generally depicted on the Town of Linneus Tax Map 4, Lot 3.

II. **Effective Date of Purchase and Sale Agreement**: January 4, 2010

III. **Date of Closing**: The closing (the "Closing") shall take place at 10:00 a.m. on (i) the later of (A) the first business day that is seven (7) days after the Permit Date (as hereinafter defined), or (B) December 31, 2009, or (ii) such earlier date as Purchaser may request, but not earlier than December 15, 2009. The Permit Date is defined as the date when Purchaser has received any and all permits from the Maine Department of Environmental Protection and there is the final resolution of any appeals thereof.

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

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to of Purchase and Sale Agreement to be executed as of the 19 day of January, 2011.

WITNESS:

Darcy L. Oliver
Print Name of Witness:

SELLER:

Anthony C. DeLucca

Anthony C. DeLucca

STATE OF MAINE
COUNTY OF Aroostook

1/18, 2011

Personally appeared the above-named Anthony C. DeLucca and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Darcy L. Oliver
Notary Public/Attorney at Law
Print Name of Notary: DARCY L. OLIVER
My commission expires: Notary Public, Maine My Commission Expires August 28, 2015

WITNESS:

Kelly A. Tidd
Print Name of Witness:

POA
Joyceann DeLucca

STATE OF MAINE
COUNTY OF AROOSTOOK

1-19, 2011

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

Before me,
Kelly A. Tidd
Notary Public/Attorney at Law
Print Name of Notary: KELLY A. TIDD
My commission expires: Notary Public, Maine
My Commission Expires October 6, 2017

WITNESS:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC, its member

KBliss
Print Name of Witness: KBliss

By: EWeir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

January 24, 2011

Then personally appeared the above-named Elizabeth Weir in his/her capacity as Assistant Secretary of Maine Wind Holdings, LLC, the member of Maine GenLead, LLC acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

Before me,
Notary Public

ARTHUR J. SNELL
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES OCT. 8, 2015

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: **Kent A. Horten**, 15 Military Street, Houlton, ME 04730

Purchaser: **Maine GenLead, LLC**, c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises subject to Purchase and Sale Agreement**: Certain real property in the Town of Linneus, County of Aroostook, State of Maine, being a portion of the property shown as Lot numbered Twelve (12), Range Twelve (12) and Lot numbered Eleven (11), Range Twelve (12) described in certain deeds to Seller recorded at the Aroostook County Registry of Deeds in Book 4530, Page 267 and Book 4761, Page 263.

II. **Effective Date of Purchase and Sale Agreement**: January 15, 2010

III. **Date of Closing**: The closing (the "Closing") shall take place at 10:00 a.m. on (i) the later of (A) the first business day that is seven (7) days after the Permit Date (as hereinafter defined), or (B) December 31, 2009, or (ii) such earlier date as Purchaser may request, but not earlier than December 1, 2009. The Permit Date is defined as the date when Purchaser has received any and all permits from the Maine Department of Environmental Protection and there is the final resolution of any appeals thereof.

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

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to of Purchase and Sale Agreement to be executed as of the 27th day of January, 2011.

WITNESS:

Tracy Quist

Print Name of Witness:

SELLER:

Kent A. Horten

Kent A. Horten

STATE OF MAINE
COUNTY OF Aroostook

January 27, 2011

Personally appeared the above-named Kent A. Horten and acknowledged the foregoing instrument to be his free act and deed.

Before me,

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

David J. Edgar
Notary Public, Maine
My Commission Expires August 11, 2012

WITNESS:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

KBliss
Print Name of Witness: KBliss

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

January 25, 2011

Then personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2 2016

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4794 Ps113 #1126
02-08-2010 @ 03:02p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Oscar Girouard and Jeannine Girouard**, husband and wife, as joint tenants, with a mailing address of 549 Reservoir Road, Lunenburg, Massachusetts 01462 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free

and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** (**"Pre-existing Encumbrances"**). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

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

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

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

interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

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

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively,

"**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

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

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

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

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

Notice to Grantor: Oscar Girouard and Jeannine Girouard
549 Reservoir Road
Lunenburg, Massachusetts 01462

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
85 Wells Ave. Suite 305
Newton, MA 02459

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

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

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

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

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

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

the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

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

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

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

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

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **OSCAR GIROUARD,** has executed this instrument this 11th day of December, 2009.

OSCAR GIROUARD

STATE OF MASSACHUSETTS §
§
COUNTY OF Worcester § 12/11, 2009

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

Before me,

Notary Public

Print Name of Notary: LINDA TOWNSEND

Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 18, 2014

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **JEANNINE GIROUARD,** has executed this instrument this 11th day of December, 2009.

Jeannine Girouard
JEANNINE GIROUARD

STATE OF MASSACHUSETTS §
§
COUNTY OF Worcester § 12/11, 2009

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

Before me,

Linda Townsend
Notary Public

Print Name of Notary: LINDA TOWNSEND
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 18, 2014

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 19th day of January, ~~2009~~ 2010

MAINE GENLEAD, LLC

By: _____
Name: Evelyn Lim
Its: Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § Jan. 19th, ~~2009~~ 2010

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linda Marrone

LINDA P. MARRONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 23, 2010

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Oscar J. Girouard and Jeannine M. Girouard, husband and wife, as joint tenants, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

Trustee's Deed dated August 24, 2004, by and between Mary B. Gregor, Trustee of Meadows and Mountain Trust, and Oscar J. Girouard and Jeannine M. Girouard, husband and wife, as joint tenants, recorded August 24, 2004, in Book 4017, Page 185, at the Register of Deeds, Aroostook County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

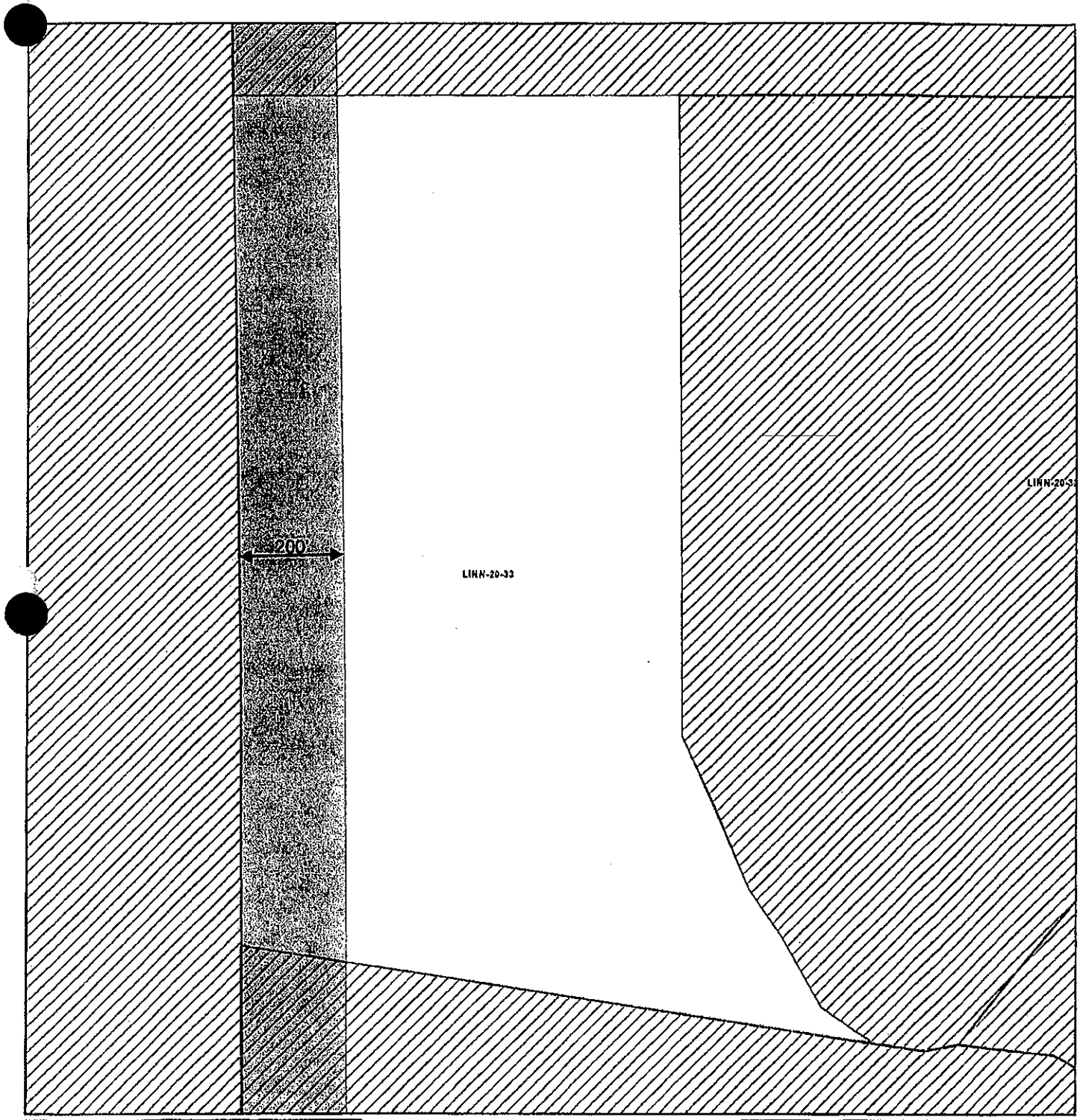

EXHIBIT C

Pre-existing Encumbrances

Received
AROOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4771 Ps176 #13876
11-19-2009 @ 02:05p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Meadows and Mountains Trust**, with a mailing address of 1235 Estabroook Road, Amity, Maine 04471 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

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

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

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

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

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

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

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

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Grantee shall not clear the Easement Area by aerial spraying of herbicides. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee. Grantor reserves the right to itself, its agents, leasees or contractors to plant, cultivate and harvest blueberry crops on, over, along, and across the Easement Area, provided such activities do not unreasonably interfere with the rights granted to Grantee in this Agreement. Grantee shall not spray herbicides on Grantor's cultivated blueberry crops.

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

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as

Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any material damage, or perform any additional maintenance of any roadway beyond Grantee's maintenance in the ordinary course, caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for thirty (30) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

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

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

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

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

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial

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

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

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by

the Survey shall have a width of not more than two hundred feet. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

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

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

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

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

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this

Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder, subject to provisions in Section 2 Paragraph "f". Supra.

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

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

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

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

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

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

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

or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

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

Notice to Grantor: Meadows and Mountains Trust
c/o Mary B. Gregor, Trustee
1235 Estabrook Road
Amity, Maine 04471

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
85 Wells Ave. Suite 305
Newton, MA 02459

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

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

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

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

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

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

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

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

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee signs and executes this Agreement. Grantee shall sign and execute this agreement within thirty (30) days of Grantor's execution otherwise this agreement shall become null and void.

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

28. **Public Recreational Use.** Grantor reserves the right to allow public access to the Easement Area for recreational use of snowmobiles and ATVs, provided, in no event shall such use interfere with the rights granted to Grantee pursuant to this Agreement.

29. **Wildlife Passage.** Grantee's use of the Easement Area shall not in any way affect or hinder the natural passage of wildlife across the Easement Area. (i.e., There can be no fences, walls or the like on the easement area).

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Mary B. Gregor, Trustee, signing on behalf of the **MEADOWS AND MOUNTAINS TRUST,** has executed or caused this instrument to be executed by its duly authorized representative this 5th day of Oct, 2009.

MEADOWS AND MOUNTAINS TRUST

By: _____
Mary B. Gregor, Trustee

STATE OF MAINE §
§
COUNTY OF Aroostook § October 5, 2009.

Personally appeared the above-named Mary B. Gregor, Trustee, signing on behalf of the MEADOWS AND MOUNTAINS TRUST and acknowledged the foregoing instrument to be her free act and deed.

Before me,

_____
Notary Public
Attorney at Law

Print Name ~~of Notary~~: Forrest W. Barnes

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 3rd day of November, 2009.

MAINE GENLEAD, LLC

By: _____

Name: Evelyn Lim

Its: Secretary

Commonwealth of
~~STATE OF~~ Massachusetts §
§
COUNTY OF Suffolk § NOV 3., 2009.

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linda Marrone

LINDA P. MARRONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 23, 2010

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed dated August 21, 2006, by and between Walter C. Corsa, and John D. Davis and Robert L. Hall, as tenants in common, with Warranty Covenant, recorded on August 22, 2006, in Book 4328, Page 28, at the Register of Deeds, Aroostook County, Maine.

2. Warranty Deed dated January 7, 2009, by and between John D. Davis, Robert L. Hall, and Mary B. Gregor, Trustee of Meadows and Mountains Trust, with warranty covenants, recorded January 16, 2009, in Book 4664, Page 175, Register of Deeds, Aroostook County, Maine.

3. Quitclaim Deed dated May 16, 2005, by and between Joy Takes Care-Maine, LLC, formerly Joy Takes Care-Oakfield, LLC and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on May 17, 2005, in Book 4121, Page 423, at the Register of Deeds, Aroostook County, Maine.

4. Quitclaim Deed dated December 29, 2008, by and between Meadows and Mountains, LLC and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on December 30, 2008, in Book 4659, Page 257, at the Register of Deeds, Aroostook County, Maine.

5. Trustee's Deed dated May 6, 2008, by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust and Meadows and Mountains, LLC, recorded on May 20, 2008, in Book 4577, Page 181, at the Register of Deeds, Aroostook County, Maine.

6. Quitclaim Deed with Covenant dated January 3, 2005, by and between Joy Takes Care-Maine, LLC, formerly Joy Takes Care-Oakfield, LLC and Mary G. Gregor, Trustee of Meadows and Mountains Trust, recorded January 7, 2005, in Book 4073, Page 74, at the Register of Deeds, Aroostook County, Maine.

7. Warranty Deed dated December 19, 2003, by and between S.H. Nevers, Inc. and Mary B. Gregor, Trustee of Meadows and Mountains Trust, with warranty covenants, recorded on December 19, 2003, in Book 3914, Page 84, at the Register of Deeds, Aroostook County, Maine.

8. Release Deed dated August 24, 2009, by and between Jimmy J. Falbo and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on August 24, 2009, in Book 4741, Page 198, at the Register of Deeds, Aroostook County, Maine.

9. Trustee's Deed dated November 20, 2006, by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust and Jimmy J. Falbo, recorded on November 21, 2006, in Book 4371, Page 194, at the Register of Deeds, Aroostook County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

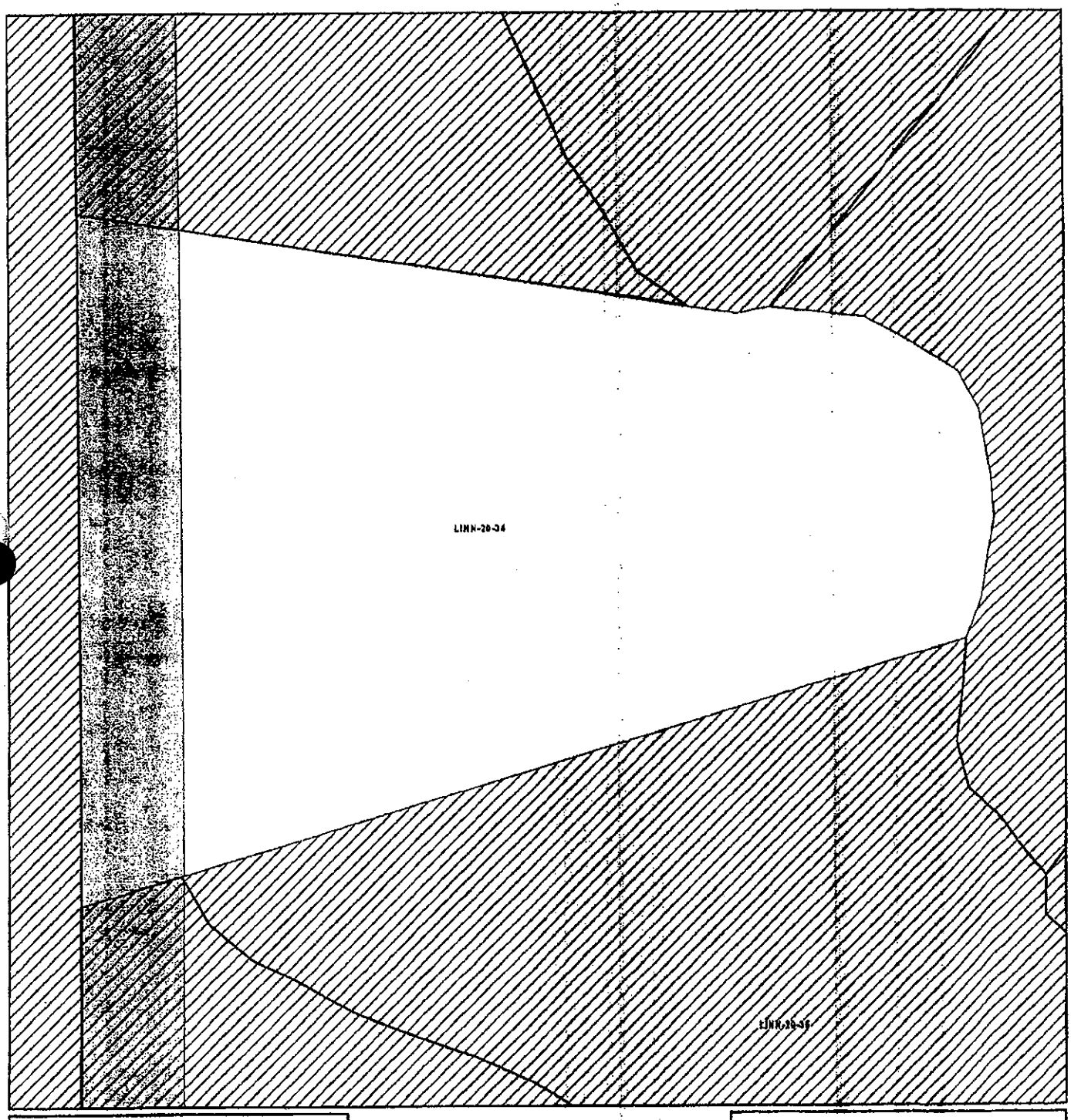

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

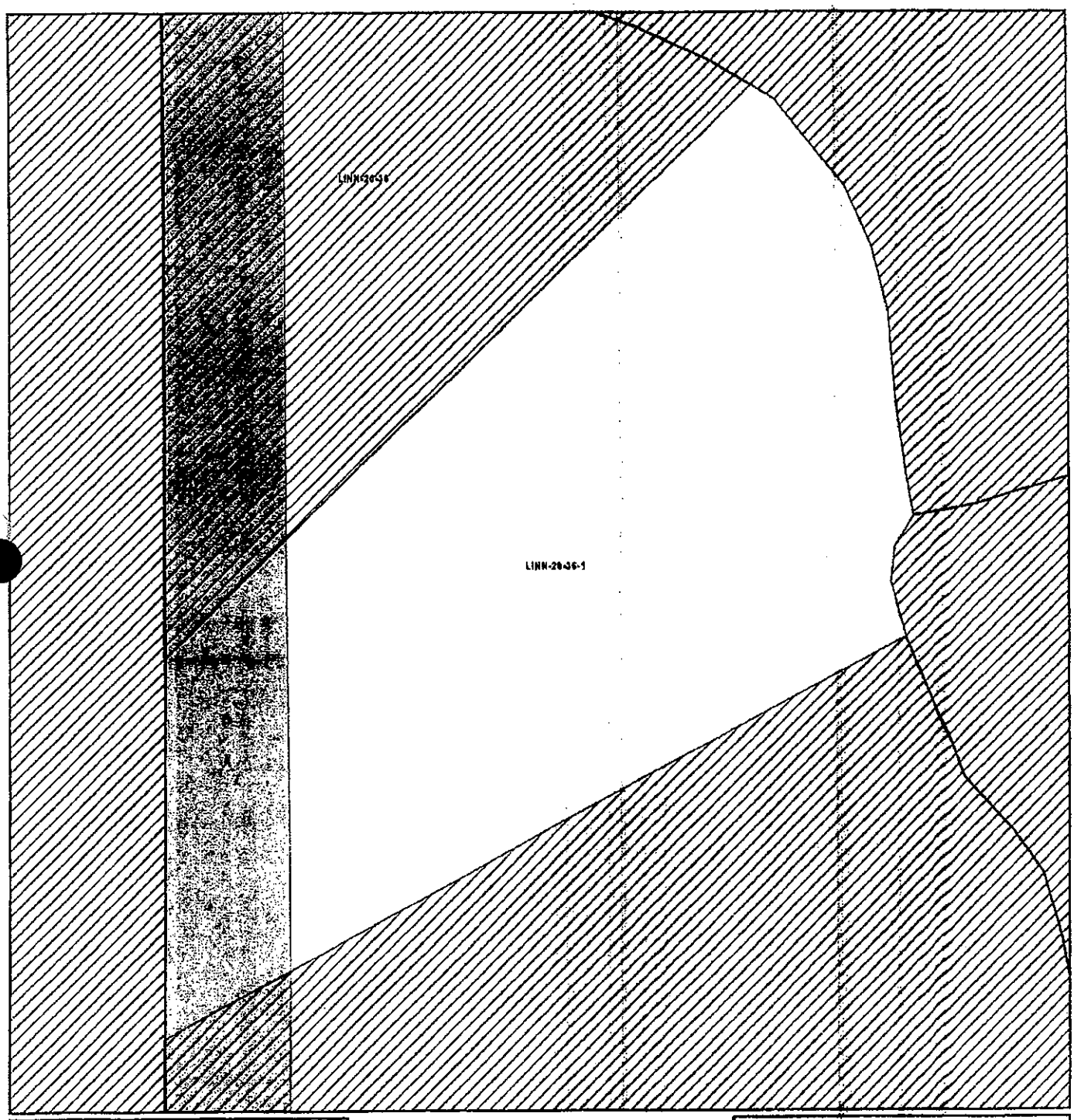

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

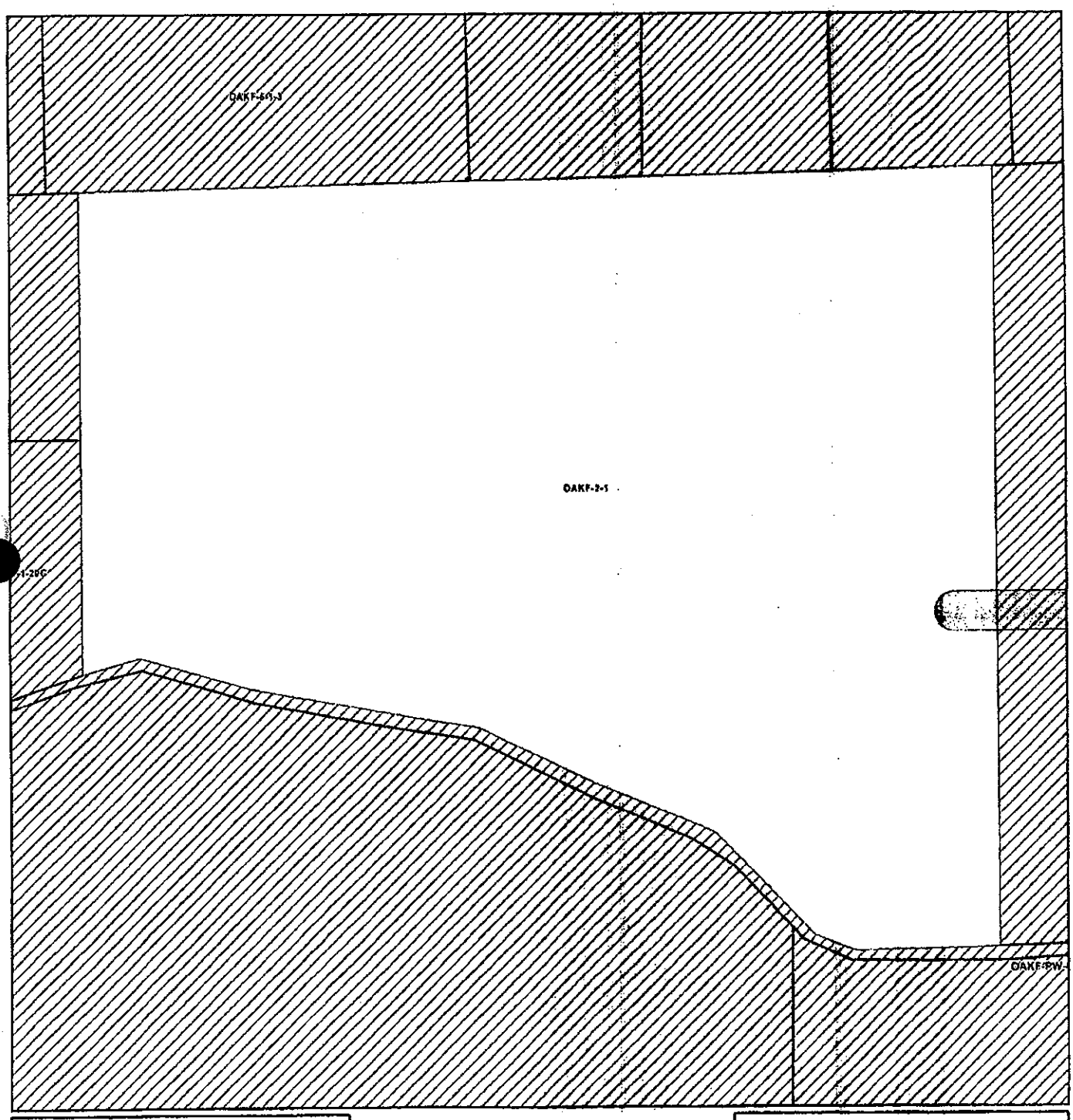

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

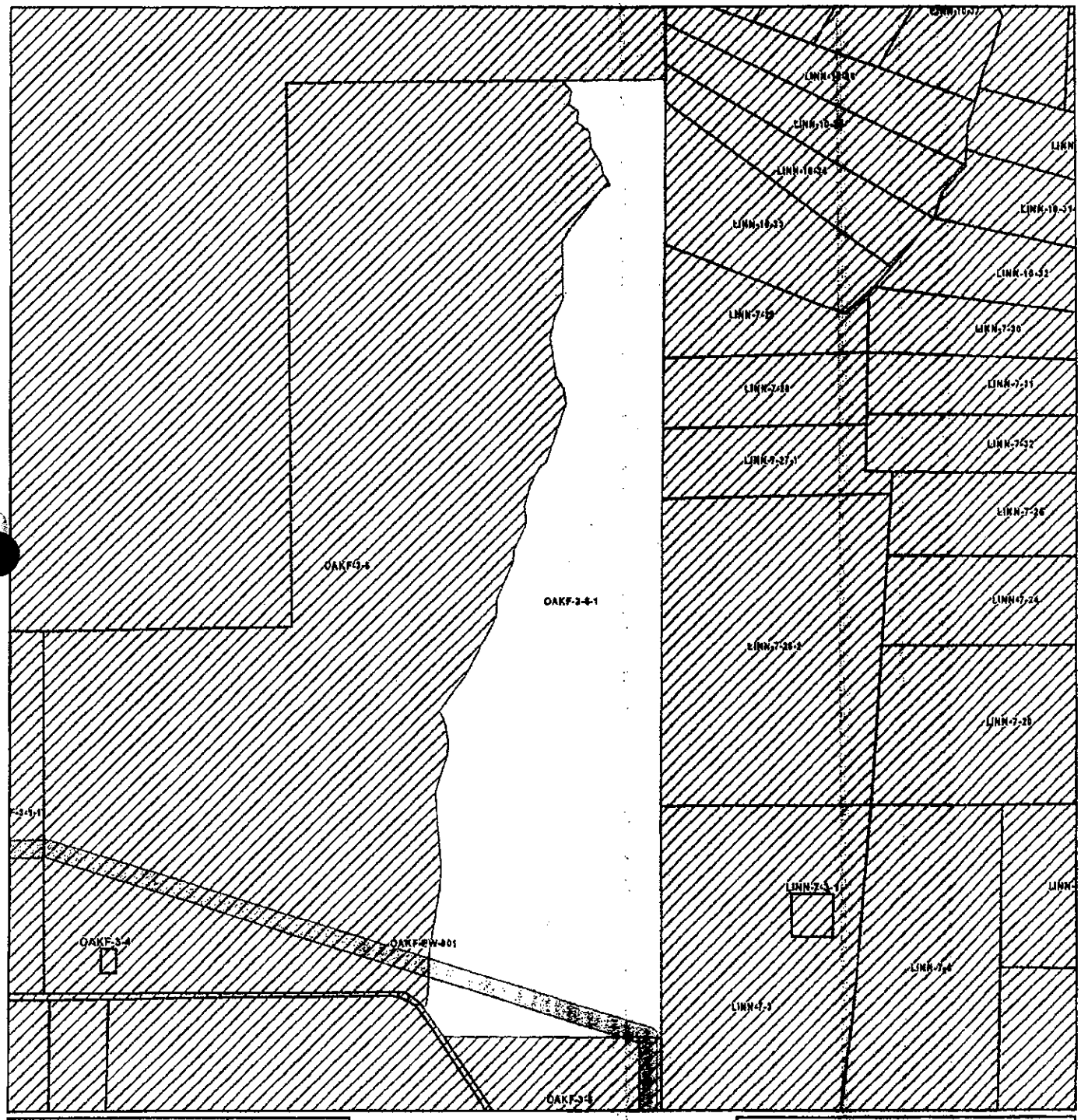

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

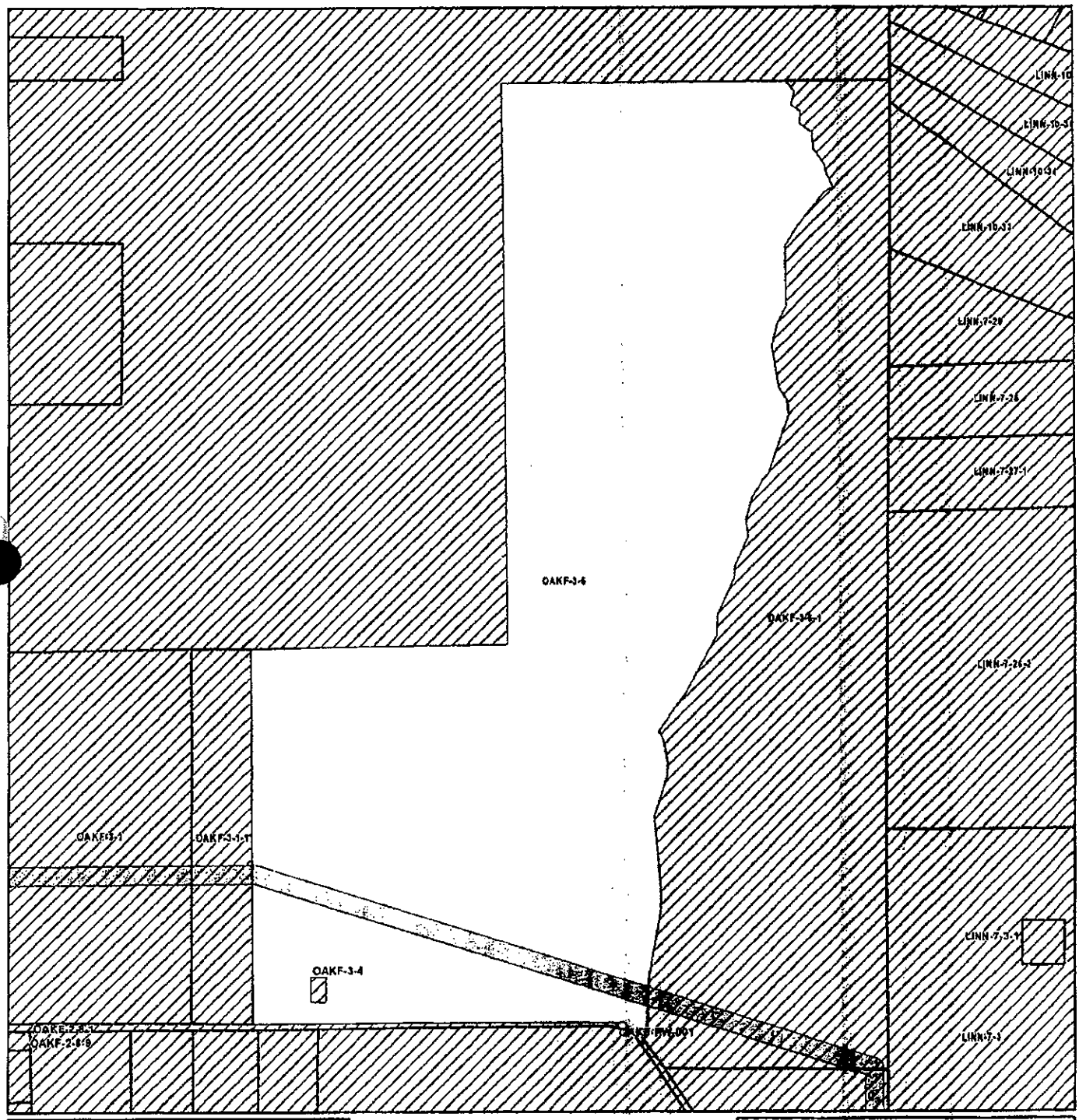

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

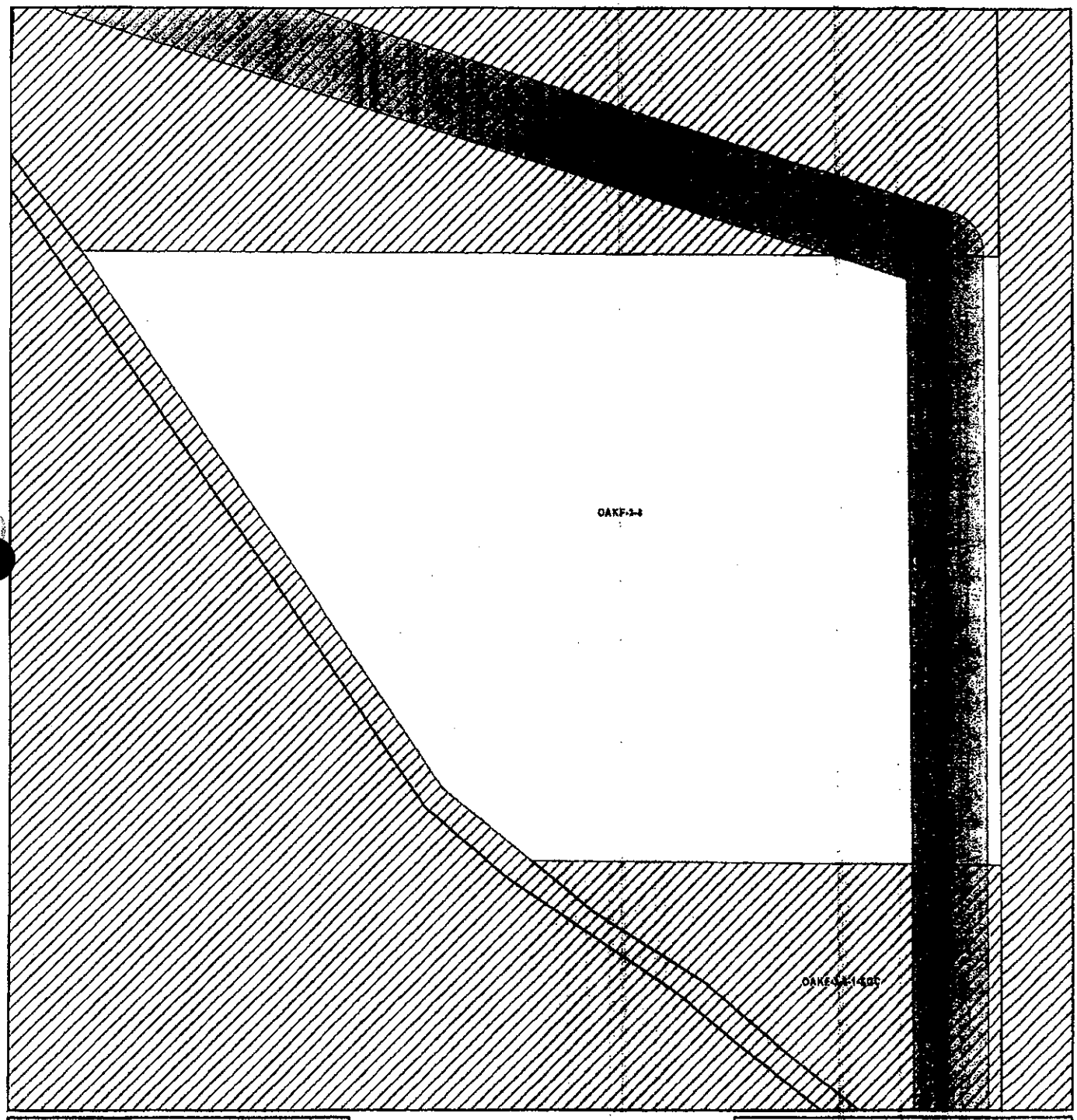

EXHIBIT C

Pre-existing Encumbrances

Received
ARDOSTOOK SS
PATRICIA F BROWN, REGISTER

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 18th day of Aug., 2010 (the "Effective Date"), by and between Kevin Taylor, having a mailing address at ~~5 Commercial Street~~, P.O. Box 1086 Rockland, ME 04841(hereinafter referred to as "Seller") and Maine GenLead, LLC and Evergreen Wind Power II, LLC, each a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 (hereinafter referred to collectively, as "Purchaser").

1. PURCHASE AND SALE OF PROPERTY:

Seller agrees to sell and Purchaser agrees to purchase, for the price and on the terms and conditions hereinafter set forth, an easement in the form attached hereto as Schedule A (the "Taylor Transmission Easement") across certain real property (the "Property") in the Town of Linneus, County of Aroostook, State of Maine generally shown on Linneus Tax Map 20 as Lot 35 and more particularly described in that certain deed to Seller recorded at the Aroostook County (Southern District) Registry of Deeds in Book 4334, Page 29, a copy of which is attached hereto as Schedule C.

2. COMPENSATION FOR PROPERTY:

The compensation for the Taylor Transmission Easement shall be in the form of land. The land that will be exchanged for the Taylor Transmission Easement will be those parcels depicted on Linneus Tax Map 20 as Lot 34 and Lot 36-1 (hereinafter, the "Exchange Parcels") conveyed to Evergreen Wind Power II, LLC and recorded in Book 4822, Page 92 of the Aroostook County (Southern District) Registry of Deeds, subject, however, to the Transmission Easement Agreement granted to Maine GenLead, LLC recorded in Aroostook County (Southern District) Registry of Deeds in Book 4771, Page 176 (the "M&M Transmission Easement"). The parties agree that the Exchange Parcels, subject to the M&M Transmission Easement, are of equivalent value to the Taylor Transmission Easement, and that the assessed value of the Property is a reasonable estimate of the fair market value of the Taylor Transmission Easement for purposes of reporting the fair market value of the Exchange Parcels (subject to the M&M Transmission Easement) on the Maine Declaration of Value to be filed upon the recording of the deed conveying title to the Exchange Parcels to Seller.

3. TITLE TO PROPERTY:

a. Title to the Taylor Transmission Easement shall be conveyed by Seller to Purchaser free and clear of all liens, encumbrances, and title defects.

b. In the event that the record title to the Property should prove to be defective at the Closing, Purchaser shall notify Seller of such fact and Seller shall have a reasonable period of time, but in no event longer than thirty (30) days, during which period Seller shall, at its expense, make reasonable efforts to cure the objectionable title defects. If Seller fails to cure the objectionable title defects during said thirty (30) day period, Purchaser may, at its option, either: (i) cure any such defect and/or accept the grant of the Taylor Transmission Easement; or (ii) terminate this Agreement, in which case this Agreement shall be canceled and terminated, and the parties shall be relieved of all duties and obligations hereunder except for any indemnities of the respective parties designated herein to survive the termination of this Agreement.

c. From and after the Effective Date, Seller shall not grant or convey any easement, lease, license, permit, lien or any other legal or beneficial interest in or to or encumbering the Property without the prior written consent of Purchaser.

4. TITLE TO EXCHANGE PARCELS:

a. Title to the Exchange Parcels shall be conveyed to Seller by Purchaser in fee simple, with good and marketable title thereto, free and clear of all liens, encumbrances, and title defects, but subject to the M&M Transmission Easement.

b. In the event that the record title to the Exchange Parcels should prove to be defective at the Closing, Seller shall notify Purchaser of such fact and Purchaser shall have a reasonable period of time, but in no event longer than thirty (30) days, during which period Purchaser shall, at its expense, make reasonable efforts to cure the objectionable title defects. If Purchaser fails to cure the objectionable title defects during said thirty (30) day period, Seller may, at its option, either: (i) accept title to the Property as it then is; or (ii) terminate this Agreement, in which case this Agreement shall be canceled and terminated, and the parties shall be relieved of all duties and obligations hereunder except for any indemnities of the respective parties designated herein to survive the termination of this Agreement.

c. From and after the Closing of the M&M P&S, except for the M&M Transmission Easement, Purchaser shall not grant or convey any easement, lease, license, permit, lien or any other legal or beneficial interest in or to or encumbering the Exchange Parcels without the prior written consent of Seller.

5. CLOSING:

a. The closing (the "Closing") shall take place at 10:00 a.m. on, at Purchaser's election, (i) the first business day that is thirty (30) days after the Permit Date (as hereinafter defined), but in no event later than December 31, 2015, or (ii) such earlier date as Purchaser may request, upon ten days' written notice from Seller. The place for Closing shall be located at the office of Monument Title Company, 100 Middle Street, Portland, Maine, or at such other location agreed upon by the parties.

b. Against conveyance of the Exchange Parcels, Seller shall, on the date of Closing, execute and deliver to Purchaser the Taylor Transmission Easement granting such easement to Maine GenLead, LLC. Against conveyance of the Taylor Transmission Easement, Purchaser shall, on the date of the Closing, execute and deliver to Seller, or cause to be executed and delivered to Seller, a good and sufficient quitclaim deed with covenant (the "Exchange Parcels Deed") conveying the Exchange Parcels, subject to the M&M Transmission Easement, to Seller. In addition, each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out their obligations under this Agreement or as may be required by law, or reasonably requested by Purchaser's title insurance company (including title insurance affidavits and sufficient evidence of Seller's authority).

c. All real estate taxes and assessments against the Exchange Parcels shall be apportioned pro rata between Purchaser and Seller as of the date of Closing. Seller shall pay all fees for recording of documents necessary to clear any title defects or encumbrances to the Property. Purchaser shall pay the recording fee for the Taylor Transmission Easement and Seller shall pay the recording fee for the Exchange Parcels Deed. To the extent any portion of the Exchange Parcels are currently classified as "tree growth" under the Maine Tree Growth Tax Law, any assessments or penalties under the Maine Tree Growth Tax Law incurred as a result of the conveyance by Purchaser to Seller or from Seller's actions, inactions, use, disposition or transfer of the Exchange Parcels (other than within the area of the Exchange Parcels encumbered by the M&M Transmission Easement, which shall be governed by the terms of the M&M Transmission Easement) shall be the sole responsibility of Seller.

d. The parties each acknowledge that Maine law provides that a buyer of real property located in Maine must withhold state income tax equal to 2.5% of the total consideration paid for property if the

seller or transferor is not, as of the date of closing, a resident of the State of Maine (unless the transferor or seller qualifies for an exemption or reduction from such withholding requirement).

6. INSPECTIONS:

a. At any time after the Effective Date, Purchaser, its agents, representatives, consultants and employees shall be entitled to enter upon the Property with materials and equipment for the purposes of making a physical inspection of the Property and making subsurface tests, test borings, soils test, topographical and boundary surveys, drainage determinations, tests for hazardous materials, environmental audits, and for such other inspection, testing or planning purposes as may seem necessary to Purchaser, its successors or assigns. In the event Purchaser enters upon the Property for the foregoing purposes, Purchaser will indemnify Seller for any claim made against Seller for injury to person(s) or damage to property resulting from Purchaser's entry, and if the Closing does not take place as provided in this Agreement, Purchaser will indemnify Seller for any damage to the Property caused by such entry.

b. Purchaser's obligation to close under this Agreement is contingent upon Purchaser's review and approval of such inspections of the Property as are made available to Purchaser or that Purchaser may elect to conduct. Purchaser's obligation to close is also contingent on Purchaser's receipt of any and all permits from the Maine Department of Environmental Protection and the final resolution of any appeals thereof (the "Permit Date"). If any of the foregoing conditions is not satisfied, then Purchaser shall have the right to terminate this Agreement at any time on or before the date that is one hundred eighty (180) days after the Effective Date (the "Due Diligence Deadline"), by giving notice of such termination to Seller, and upon the giving of such notice, the Deposit shall be refunded to Purchaser and this Agreement shall be canceled and terminated, and the parties shall be relieved of all duties and obligations hereunder except for any indemnities of the respective parties designated herein to survive the termination of this Agreement. Purchaser's failure to terminate this Agreement pursuant to this paragraph shall not be deemed to be a waiver of termination rights provided elsewhere in this Agreement, including (without limitation) rights of Purchaser as set forth in Sections 1, 3 and 9.

7. POSSESSION; HUNTING LICENSE; GATE: Purchaser shall deliver sole and undisturbed physical possession of the Exchange Parcels to Seller at the Closing, except for and subject to the Transmission Easement. As additional consideration for this Agreement, until the Closing or earlier termination of this Agreement, Seller shall have a revocable and exclusive license to use the Exchange Parcels for recreational purposes, including hunting. Purchaser agrees that it will not object to Seller installing and maintaining a chain or gate across the entrance to Partridge Lane; provided, however, that Seller shall provide Purchaser or its designated agent with a key to such chain or gate and Seller shall be solely responsible for obtaining any other permissions that may be necessary to limit access to such road.

8. NO BROKER: Seller agrees to indemnify and hold harmless Purchaser from any claim for a commission made by any broker or agent engaged by Seller in connection with this transaction. Purchaser agrees to indemnify and hold harmless Seller from any claim for a commission made by any broker or agent engaged by Purchaser in connection with this transaction. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim.

9. CONDEMNATION: If, prior to the Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the option of (a) completing the transaction, in which event Seller and Purchaser may jointly pursue the claims with respect to the Property and the parties shall mutually agree upon a division between them of the condemnation proceeds arising therefrom, or (b) canceling this Agreement, in which event the parties shall be relieved of all duties and obligations hereunder except for any indemnities of the respective parties designated herein to survive the termination of this Agreement. If, prior to the Closing, all or any part of the Exchange Parcels shall be condemned by

governmental or other lawful authority, Seller shall have the option of (a) completing the transaction, in which event Seller and Purchaser may jointly pursue the claims with respect to the Exchange Parcels and the parties shall mutually agree upon a division between them of the condemnation proceeds arising therefrom, or (b) canceling this Agreement, in which event the parties shall be relieved of all duties and obligations hereunder except for any indemnities of the respective parties designated herein to survive the termination of this Agreement.

10. DEFAULT:

a. In the event Purchaser fails or refuses to consummate the acquisition of the Taylor Transmission Easement and the grant of the Exchange Parcels in accordance with the provisions of this Agreement for any reason constituting a default on the part of Purchaser, with Seller having fully performed all of its obligations hereunder, Seller acknowledges and agrees that Seller shall have no remedy or recourse and this Agreement shall be deemed terminated.

b. In the event Seller fails or refuses to consummate the sale of the Taylor Transmission Easement in accordance with the provisions of this Agreement for any reason constituting a default on the part of Seller, with Purchaser having fully performed all of its obligations under this Agreement, Purchaser shall have the right to terminate this Agreement, and, in addition, Purchaser shall have the right to all remedies at law or in equity, including the right to specific performance of this Agreement.

11. ATTORNEYS' FEES. In the event it becomes necessary for a party hereto to employ attorneys in order for such party to enforce its rights hereunder, either with or without litigation, the non-prevailing party of such controversy shall pay to the prevailing party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing party in enforcing its rights hereunder.

12. TIME OF THE ESSENCE. Time is of the essence with respect to the performance of the terms, conditions, covenants and provisions of this Agreement.

13. NOTICES: All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been given (a) one (1) business day after postmarking if sent by U.S. certified mail, return receipt requested, or (b) when actually received, if sent by other service. Such notices shall be sent to the following addresses:

To Purchaser by mailing to:
Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

To Seller by mailing to:
Kevin Taylor
~~5 Commercial Street~~ P.O. Box 1046
Rockland, ME 04841

14. MISCELLANEOUS:

a. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

b. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

c. This Agreement constitutes the entire agreement between the parties, supersedes all prior negotiations and understanding between them, and shall not be altered or amended, except by written amendment signed by Seller and Purchaser.

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

e. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Maine.

f. Seller agrees to execute and deliver to Purchaser with a fully executed counterpart of this Agreement, a memorandum of this Agreement sufficient for recording purposes in the form attached hereto as Schedule F.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

Kevin Taylor

PURCHASER:

Maine GenLead, LLC
By: Maine Wind Holdings, LLC, its member
By:
Print: Elizabeth Weir
Its: Secretary
Assistant

Evergreen Wind Power II, LLC
By: Maine Wind Holdings, LLC, its member
By:
Print: Elizabeth Weir
Its: Assistant Secretary

Attachments:
Schedule A – Taylor Transmission Easement
Schedule B – Plan of Property
Schedule C – Copy of deed of Property to Seller
Schedule D – M & M Transmission Easement
Schedule E – Depiction of Exchange Parcels
Schedule F – Memorandum of Purchase and Sale Agreement

b. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

c. This Agreement constitutes the entire agreement between the parties, supersedes all prior negotiations and understanding between them, and shall not be altered or amended, except by written amendment signed by Seller and Purchaser.

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SELLER:

Kevin Taylor

PURCHASER:

Maine GenLead, LLC
By: Maine Wind Holdings, LLC, its Member

By:
Print: Elizabeth Weir
Its: Secretary

Evergreen Wind Power II, LLC
By: Maine Wind Holdings, LLC, its Member

By:
Print: Elizabeth Weir
Its: Assistant Secretary

Attachments:
Schedule A – Taylor Transmission Easement
Schedule B – Plan of Property
Schedule C – Copy of deed of Property to Seller
Schedule D – M & M Transmission Easement
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By: Maine Wind Holdings, LLC, its Member

By: _____
Print: Elizabeth Weir
Its: Secretary

Evergreen Wind Power II, LLC
By: Maine Wind Holdings, LLC, its Member

By: _____
Print: Elizabeth Weir
Its: Assistant Secretary

Attachments:
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Schedule F – Memorandum of Purchase and Sale Agreement

SCHEDULE A

TRANSMISSION EASEMENT AGREEMENT

KEVIN TAYLOR, an individual with a mailing address at 5 Commercial Street, Rockland, ME 04841 ("Grantor"), GRANTS to **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address of c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111, its successors and assigns ("Grantee"), certain rights and easement interests (collectively, the "Easements") in lands of the Grantor situated in the Town of Linneus, Aroostook County, Maine, described in a deed to Grantor recorded in the Aroostook County (Southern District) Registry of Deeds in Book 4334, Page 29 (hereinafter, the "Grantor's Land"), as follows:

EASEMENTS

1. Transmission and Telecommunications Easement. Grantor grants to Grantee, with Warranty Covenants, a perpetual, non-exclusive (except as hereinafter set forth in Section 3) easement (the "Transmission and Telecommunications Easement") located upon, over and across the Grantor's Land, the easement area being more particularly described in **Exhibit A** and shown in **Exhibit B** attached hereto and incorporated herein by reference (the "Easement Area"), for purposes related to the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities. "Transmission Facilities" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "Telecommunication Facilities" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

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

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

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

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

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

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

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

2. Access Easement. Grantor further grants to Grantee, with Warranty Covenants, the perpetual, nonexclusive right and easement (the "Access Easement") at any and all times to use any roads now or hereafter located on the adjacent Grantor's Land, or lands of others over which Grantor has assignable easement rights to cross, for access to the Easement Area with vehicles and equipment necessary or desirable in order to exercise the rights granted to Grantee under this Agreement, provided that Grantee shall restore any portion of any such road damaged by or as a result of Grantee's use thereof, at Grantee's sole cost and expense. Also together with the nonexclusive right at any and all times to construct and use new roads on the adjacent Grantor's Land for access to the Easement Area with vehicles and equipment necessary or desirable to exercise the rights granted to Grantee under this Agreement (hereinafter "New Roads"); provided, however, that the construction of New Roads by Grantee shall only be permitted after obtaining prior written approval from Grantor, which shall not be unreasonably withheld. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Grantor's Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission.

3. Construction Easement. Grantor hereby grants to Grantee, with Warranty Covenants, a perpetual, non-exclusive easement (the "Construction Easement") on, over, across, along and under Grantor's Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "Guy Facilities") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and

Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. Guy Easement. Grantor hereby grants to Grantee, with Warranty Covenants, a perpetual, non-exclusive easement (the "Guy Easement") on, over, along and under the Grantor's Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

The Easements granted under this Agreement shall be subject to the following terms and conditions:

TERMS AND CONDITIONS

1. Property Taxes. Grantee shall be responsible for (a) personal property taxes assessed on personal property of Grantee connected with the use of the Easement Area or improvements made by Grantee to the Easement Area, (b) any increase in property taxes resulting from personal property of Grantee connected with the use of the Easement Area or improvements made by Grantee to the Easement Area, (c) any assessment resulting from the withdrawal of any portion of the Easement Area that is classified under the Maine Tree Growth Tax Law or Open Space Tax due to Grantee's use of the Easement Area, (d) any other increase in property taxes assessed to Grantor resulting from Grantee's uses of the Easement Area or improvements made by Grantee within the Easement Area, and (e) all increases in any commercial forestry excise tax assessed to Grantor for the Easement Area resulting from Grantee's use of the Easement Area or improvements made by Grantee within the Easement Area. Except as set forth above, Grantor shall be responsible for payment of all property taxes assessed in connection with the Easement Area. Grantor shall provide promptly to Grantee copies of all real property tax invoices received from the taxing authority by Grantor. Grantee shall pay its portion of the real property taxes within the later of (i) twenty (20) business days following Grantee's receipt from Grantor of the invoice for the same, or (ii) thirty (30) days prior to the due date for such taxes, as shown on such invoice.

2. Approvals, Compliance and Laws. Grantee shall obtain and maintain in full force and effect all governmental approvals and financial responsibility requirements required by all applicable laws for use of the Easements granted hereunder. Grantee shall conduct its activities on the Grantor's Land (including, without limitation, the cutting and removal of vegetation) in full compliance with all applicable laws, rules, and regulations. Without limiting the generality of the foregoing, Grantee shall not cause or permit any hazardous materials to be unlawfully released or disposed of within or near the Grantor's Land, and in the event of any unlawful release or disposal by Grantee of any hazardous materials within or near the Grantor's Land, Grantee shall promptly clean up and remove the same at its cost in accordance with all applicable laws, rules, and regulations of any government, authority, agency, commission, or regulatory body having jurisdiction over the same.

3. Rights Exclusive to Grantee. The Transmission and Telecommunication Easement granted herein is exclusive to Grantee, and except for new utility installation for power lines that cross the

Easement Area as permitted under the terms of Section 4 below, Grantor may not grant similar right to construct, maintain, repair, replace, or operate Transmission Facilities within the Easement Area to any other party. All other rights contemplated by this easement deed, including the Access Easement, shall be deemed non-exclusive and for use in common with Grantee, by Grantor and its successors and assigns to the extent that Grantor's uses does not endanger or materially interfere with Grantee's exercise of the easement rights hereby granted, as set forth in Section 4 below. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Easement Area; (iii) take any action which will interfere with or impair Grantee's access to the Easement Area for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed.

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

5. Grantor's Reserved Rights. Grantor reserves the right to cross and re-cross at any and all points across the Easement Area, and to construct, use and maintain new road crossings and/or utility installations across the Easement Area, and to grant to others easements or licenses to so cross the Easement Area; provided, however, that (i) any such new road crossing or utility installation shall be made at a location and at an angle approved by Grantee, which approval shall not be unreasonably withheld, delayed or conditioned, (ii) any such crossing or installation shall be used and maintained in such manner as will not unreasonably interfere with or impair the operations of Grantee's installations, or the exercise by Grantee of any of its rights under this Easement, (iii) the use and maintenance of any such crossing or installation shall be consistent with the requirements of applicable federal, state, or local codes, rules or ordinances and commonly accepted utility practice, and (iv) any work related to such crossing or installation (including any alterations or improvements to Grantee's structures or apparatus necessitated by such crossing or installation, as reasonably determined by Grantee) shall be performed at the sole cost and expense of Grantor or Grantor's assigns.

6. Indemnity. Grantee hereby covenants and agrees to indemnify, defend, and hold harmless Grantor from and against any and all loss, damage, cost (including reasonable attorneys' fees incurred in enforcing this indemnity agreement), expense, or liability, based on personal injury, death, loss, or damage to property (including environmental damage and fines and penalties, if any, associated therewith) suffered or incurred by any person, corporation or legal entity, which

may arise from Grantee's exercise of its rights granted hereunder, except, and in proportion, to the extent such loss, damage, cost, expense, or liability is caused by Grantor, its agents, employees, guests, or invitees. Grantor hereby covenants and agrees to indemnify, defend, and hold harmless Grantee from and against any and all loss, damage, cost (including reasonable attorneys' fees incurred in enforcing this indemnity agreement), expense, or liability, based on personal injury, death, loss, or damage to property (including environmental damage and fines and penalties, if any, associated therewith) suffered or incurred by any person, corporation or legal entity, which may arise from Grantor's exercise of its rights reserved hereunder, except, and in proportion, to the extent such loss, damage, cost, expense, or liability is caused by Grantee, its agents, employees, guests, or invitees.

7. Mechanics' Liens. Grantee shall keep the Grantor's Land free of all liens and claims of liens for labor and services and/or materials related to Grantee's use of the Grantor's Land pursuant to this Agreement.

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

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

10. Miscellaneous. This Easement shall be binding upon and inure to the benefit of Grantor and Grantee, their successors and assigns. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, his personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates

otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein. This Agreement is, and shall be, governed in all respects (including validity, construction, interpretation and effect) by the laws of the State of Maine, without giving effect to its principles or rules of conflict of laws to the extent that such principles or rules would require or permit the application of the laws of another jurisdiction. Should any provision of this Agreement for any reason be declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions of this Agreement, which remaining provisions shall remain in full force and effect, and the application of such invalid or unenforceable provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and enforced to the fullest extent permitted by Law. In such circumstances, the parties agree to negotiate in good faith amendments to this Agreement designed to restore to the parties the respective benefits they held under this Agreement prior to the declaration of invalidity or unenforceability. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument. All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

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

IN WITNESS WHEREOF, Grantor and Grantee have executed or caused this instrument to be executed as of the date first above written.

WITNESS:

_____ _____

Kevin Taylor

State of ~~New Hampshire~~ MAINE
County of _____, 2010

Then personally appeared the above-named Kevin Taylor and acknowledged the foregoing instrument to be his free act and deed.

Before me,

_____

Notary Public

WITNESS:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC, its Member

_____

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

August 18, 2010

Then personally appeared the above-named Elizabeth Weir in ~~his~~/her capacity as Assistant Secretary of MAINE GENLEAD, LLC and acknowledged the foregoing instrument to be ~~his~~/her free act and deed in said capacity and the free act and deed of MAINE GENLEAD, LLC.

Before me,

_____

~~Notary Public~~

* Maine Wind Holdings, LLC, which is the Member of

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

IN WITNESS WHEREOF, Grantor and Grantee have executed or caused this instrument to be executed as of the date first above written.

WITNESS:

_____ _____
Kevin Taylor

State of ~~New Hampshire~~ MAINE
County of _____, 2010

Then personally appeared the above-named Kevin Taylor and acknowledged the foregoing instrument to be his free act and deed.

Before me,

_____
Notary Public

WITNESS:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC, its Member

_____

By: Elizabeth Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

August 18, 2010

Then personally appeared the above-named Elizabeth Weir in ~~his~~/her capacity as ~~Secretary~~ Assistant Secretary of MAINE GENLEAD, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of MAINE GENLEAD, LLC.

Before me,

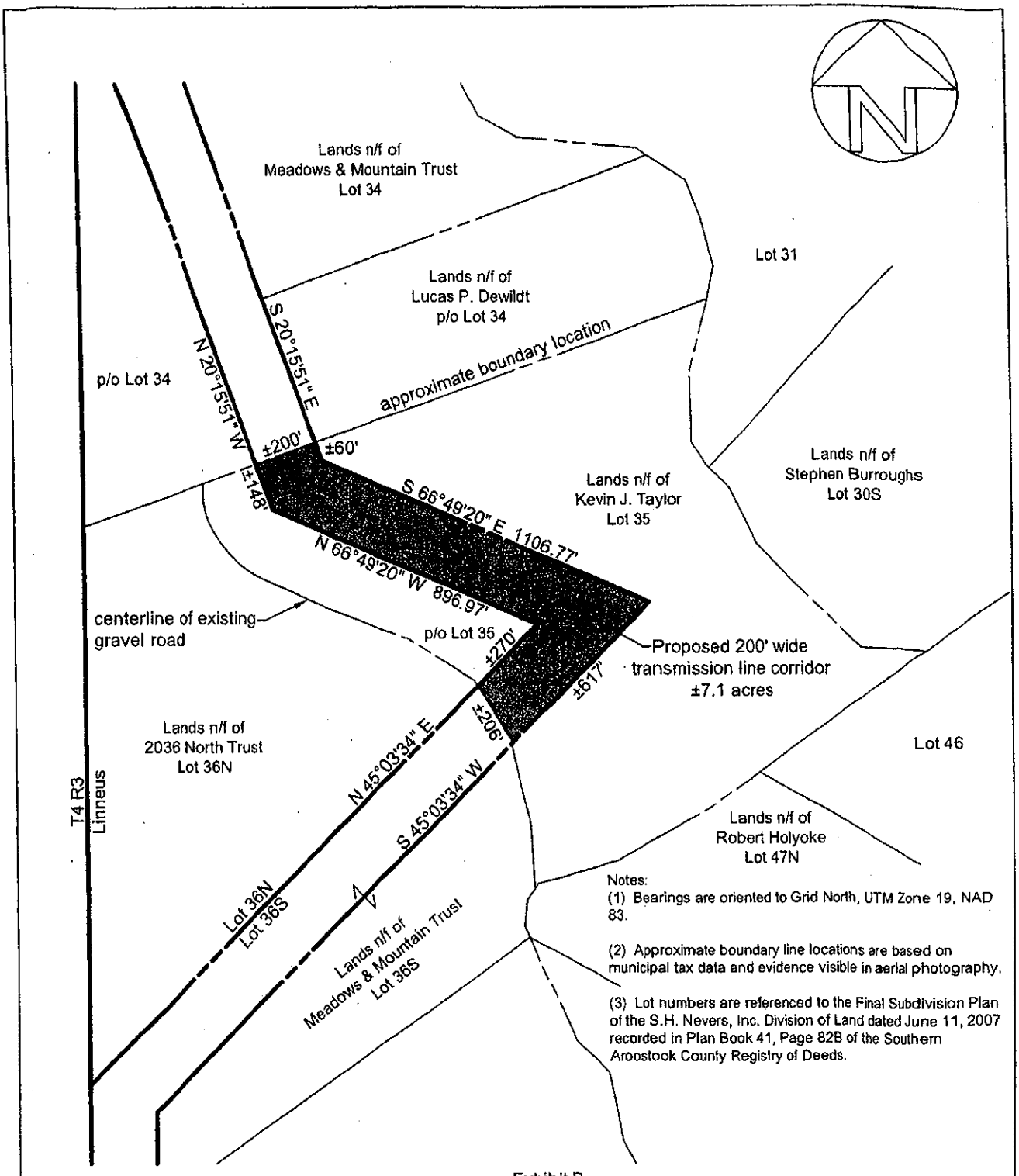
Linne M. Taylor
Notary Public

* Maine Wind Holdings, LLC, which is the Member of

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

Exhibit A
to Transmission Easement Agreement

[Note: The parties acknowledge that Exhibit B, attached hereto, is a general depiction of the Easement Area. The Easement Area will be more particularly described by a surveyed legal description to provided at Closing and attached to the Transmission Easement Deed and Agreement as Exhibit A.]



Notes:

(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

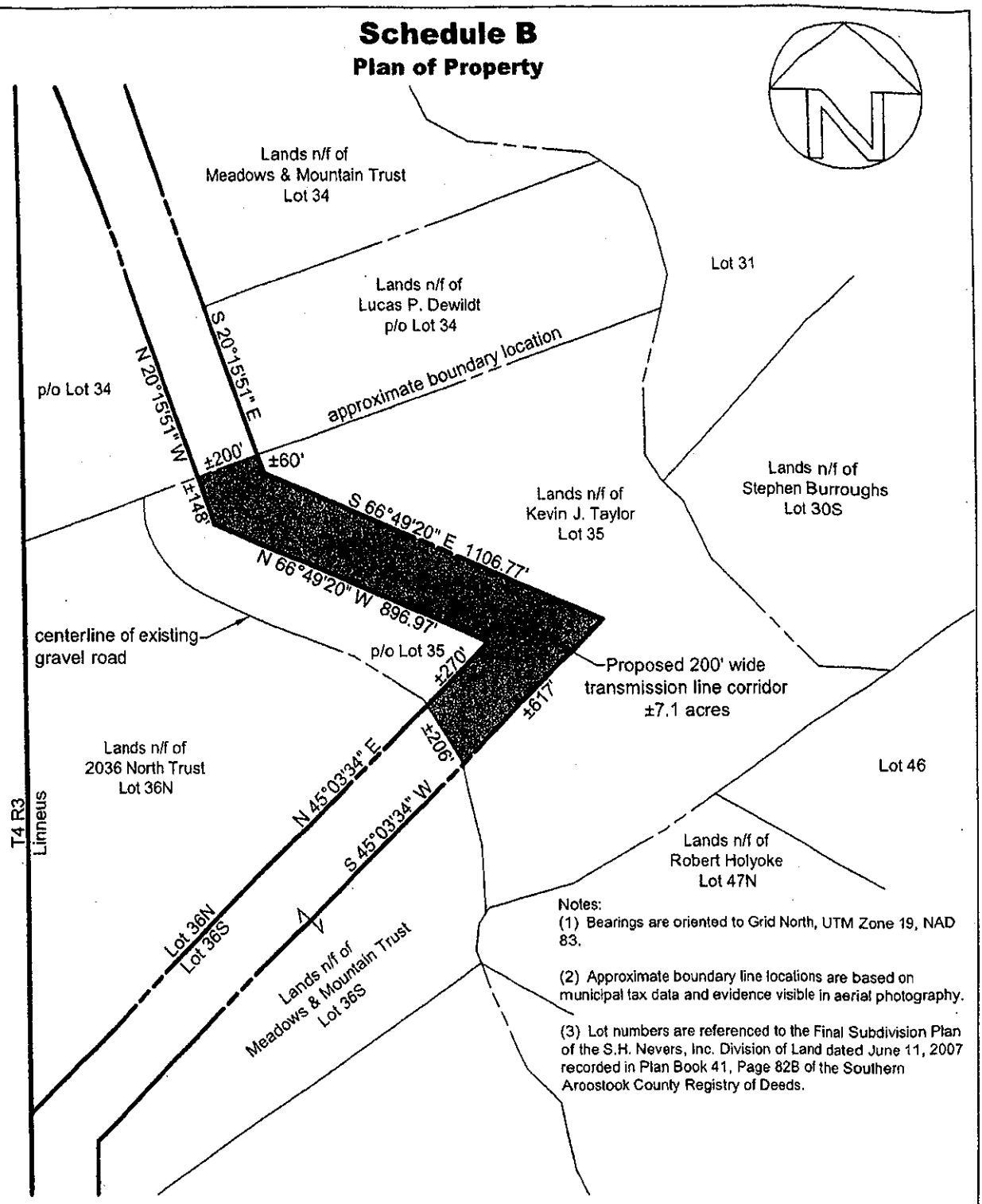
(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

(3) Lot numbers are referenced to the Final Subdivision Plan of the S.H. Nevers, Inc. Division of Land dated June 11, 2007 recorded in Plan Book 41, Page 82B of the Southern Aroostook County Registry of Deeds.

Exhibit B
Depiction of Transmission Easement
Kevin J. Taylor
Tax Map 20 Lot 35 - Linneus, Aroostook County, Maine
1"=400'

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

Schedule B
Plan of Property



Notes:

(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

(3) Lot numbers are referenced to the Final Subdivision Plan of the S.H. Nevers, Inc. Division of Land dated June 11, 2007 recorded in Plan Book 41, Page 82B of the Southern Aroostook County Registry of Deeds.

Kevin J. Taylor
Tax Map 20 Lot 35 - Linneus, Aroostook County, Maine

1"=400'

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

Schedule C
Copy of Deed of Property to Seller

Bk 4334 Ps29 #11906
09-01-2006 @ 02:12p

TRUSTEE'S DEED

MARY B. GREGOR, of Amity, County of Aroostook and State of Maine, **TRUSTEE OF MEADOWS AND MOUNTAINS TRUST**, created by declaration dated April 14, 1993, by the powers conferred by law, and by Article EIGHTH of said trust declaration, and every other power

for consideration paid

grants to **KEVIN J. TAYLOR**, of P. O. Box 1086, Rockland, County of Knox and State of Maine 04841

A certain piece or parcel of land situated in Linneus, County of Aroostook and State of Maine, which is described in Schedule A attached hereto as a part hereof.

Being a part of the premises conveyed by deed of S. H. Nevers, Inc. to grantor dated December 2, 2002 and recorded in the Southern Aroostook County Registry of Deeds in Vol. 3745, Page 220.

WITNESS my hand and seal this 1st day of September, 2006.

Signed, Sealed & Delivered
in the Presence of

MEADOWS AND MOUNTAINS TRUST

Forrest W. Barnes
Witness

By: Mary B. Gregor
Mary B. Gregor, Trustee

STATE OF MAINE
AROOSTOOK, ss.

September 1, 2006

Then personally appeared the above-named Mary B. Gregor, Trustee of Meadows and Mountains Trust, and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

Before me, Forrest W Barnes
Notary Public/Attorney at Law

Forrest W Barnes
(Print Name)

MAINE TRANSFER TAX PAID

Schedule C
Copy of Deed of Property
to Seller

SCHEDULE A

Lot #35, in the S. H. Nevers, Inc. Division in Linneus, County of Aroostook and State of Maine, as shown on plan of John B. Cahoon PLS #324, entitled "A Division of Land for S. H. Nevers, Inc. Route 2A Linneus, Maine, June 1999" which plan is on record at the Southern Aroostook Registry of Deeds in Book of Plans 39, Page 113B, which was approved as a subdivision by the Selectmen of Linneus on January 13, 2000, all as shown on said plan. Said lot containing 43.6 acres.

Also conveying to grantee, his heirs and assigns, in common with grantor, her successors and assigns, an easement and right-of-way for travel on foot and with all manner of vehicles and for utilities over existing gravel roads leading from the westerly side of Route 2A across land of S. H. Nevers, Inc. and grantor and others, and continuing by various courses westerly, southerly, westerly, northerly, westerly, and southerly to and through lots of S. H. Nevers, Inc. and land now or formerly of grantor to a fork in the road at the southwest corner of said Lot #35, all as shown on said plan recorded in Book of Plans 39, Page 113B, and labeled thereon as "66' ROW PRIVATE ROAD".

Also conveying to grantee, his heirs and assigns, in common with grantor, her successors and assigns, a similar easement for travel and utilities over the gravel roads leading along the northeasterly and southwesterly sides of said Lot #35, all as shown on said plan.

Excepting and reserving to grantor, her successors and assigns and others, a similar easement and right-of-way over so much of said existing gravel roads as is included within Lot #35 herein conveyed.

This deed is subject and subordinate to all of the surveyor's notes numbered 1 through 6, inclusive, as shown on said plan.

Any and all rights, easements, privileges, and appurtenances belonging to the within granted estate are hereby conveyed.

P.R.B.

Received
ARDOSTOOK SS
PATRICIA F BROWN,REGISTER

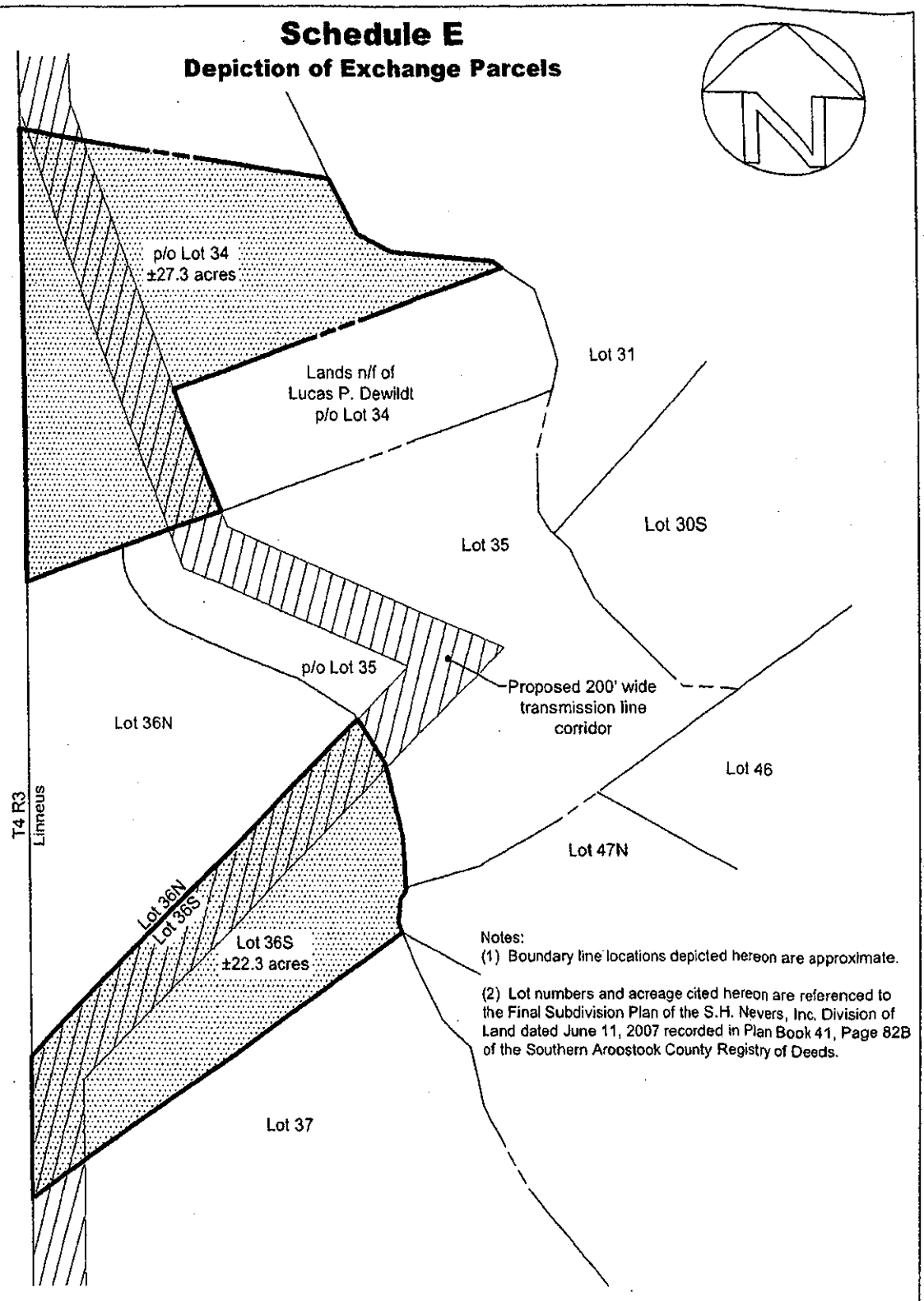
Schedule D

Transmission Easement Agreement by and between Meadows & Mountains Trust, as Grantor, and Maine GenLead, LLC, as Grantee.

1. **That certain Transmission Easement Agreement dated November 3, 2009, and recorded on November 19, 2009 in the Aroostook County Registry of Deeds in Book 4771, Page 176.**

Schedule E

Depiction of Exchange Parcels



Notes:
(1) Boundary line locations depicted hereon are approximate.

(2) Lot numbers and acreage cited hereon are referenced to the Final Subdivision Plan of the S.H. Nevers, Inc. Division of Land dated June 11, 2007 recorded in Plan Book 41, Page 82B of the Southern Aroostook County Registry of Deeds.

Town of Linneus, Aroostook County, Maine

1"=500'

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

SCHEDULE F

TO PURCHASE AND SALE AGREEMENT

MEMORANDUM OF
PURCHASE AND SALE AGREEMENT

Seller: Kevin Taylor
5 Commercial Street, Rockland, ME 04841

Buyer: MAINE GENLEAD, LLC
c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. Description of Premises and Interests subject to Purchase and Sale Agreement:

Transmission Easement Agreement on and across property described in deed to Seller recorded in the Aroostook County (Southern District) Registry of Deeds in Book 4334, Page 29.

II. Date of Purchase and Sale Agreement: _____, 2010

III. Date of Closing: At Purchaser's election, (i) the first business day that is thirty (30) days after receipt of any and all permits from the Maine Department of Environmental Protection and the final resolution of any appeals thereof, but in no event later than December 31, 2015, or (ii) such earlier date as Purchaser may request upon ten days' written notice.

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

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this _____ day of _____, 2010.

WITNESS: SELLER:

_____ _____
Print Witness Name: Kevin Taylor

State of New Hampshire
County of _____, 2010

Then personally appeared the above-named Kevin Taylor and acknowledged the foregoing instrument to be his free act and deed.

Before me,

_____
Notary Public

WITNESS:

MAINE GENLEAD, LLC

_____

By:_____
Name:_____
Its:_____

Commonwealth of Massachusetts
County of Suffolk

_____, 2010

Then personally appeared the above-named _____ in his/her capacity as Secretary of MAINE GENLEAD, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of MAINE GENLEAD, LLC.

Before me,

_____

MEMORANDUM OF
PURCHASE AND SALE AGREEMENT

Seller: Kevin Taylor
~~5 Commercial Street~~, Rockland, ME 04841
P.O. Box 1086

Buyer: MAINE GENLEAD, LLC
c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. Description of Premises and Interests subject to Purchase and Sale Agreement:

Transmission Easement Agreement on and across property described in deed to Seller recorded in the Aroostook County (Southern District) Registry of Deeds in Book 4334, Page 29.

II. Date of Purchase and Sale Agreement: _____, 2010

III. Date of Closing: At Purchaser's election, (i) the first business day that is thirty (30) days after receipt of any and all permits from the Maine Department of Environmental Protection and the final resolution of any appeals thereof, but in no event later than December 31, 2015, or (ii) such earlier date as Purchaser may request upon ten days' written notice.

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

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this _____ day of _____, 2010.

WITNESS:

Print Witness Name: Michael Pritchard

SELLER:

Kevin Taylor

State of ~~New Hampshire~~ Maine
County of Knox

June 14, 2010

Then personally appeared the above-named Kevin Taylor and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Marcia B. Whitten
Notary Public

MARCIA B. WHITTEN
Notary Public, Maine
My Commission Expires June 10, 2011

WITNESS:

MAINE GENLEAD, LLC
By Maine Wind Holdings, LLC, its Member

By: Elizabeth Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

August 18, 2010

Then personally appeared the above-named Elizabeth Weir in ~~his~~/her capacity as Assistant Secretary of* MAINE GENLEAD, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of MAINE GENLEAD, LLC.

Before me,

Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

* Maine Wind Holdings, LLC, the Member of

Bk 4771 Pg176 #13876
11-19-2009 @ 02:05p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Meadows and Mountains Trust**, with a mailing address of 1235 Estabrook Road, Amity, Maine 04471 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

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

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

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

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

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

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

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

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Grantee shall not clear the Easement Area by aerial spraying of herbicides. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee. Grantor reserves the right to itself, its agents, leasees or contractors to plant, cultivate and harvest blueberry crops on, over, along, and across the Easement Area, provided such activities do not unreasonably interfere with the rights granted to Grantee in this Agreement. Grantee shall not spray herbicides on Grantor's cultivated blueberry crops.

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

2. Access Easement. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as

Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any material damage, or perform any additional maintenance of any roadway beyond Grantee's maintenance in the ordinary course, caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for thirty (30) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

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

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

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

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

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial

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

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

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by

the Survey shall have a width of not more than two hundred feet. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

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

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

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

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

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this

Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder, subject to provisions in Section 2 Paragraph "f". Supra.

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

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

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

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

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

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

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

or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

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

Notice to Grantor: Meadows and Mountains Trust
c/o Mary B. Gregor, Trustee
1235 Estabrook Road
Amity, Maine 04471

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
85 Wells Ave. Suite 305
Newton, MA 02459

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

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

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

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

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

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

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

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

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee signs and executes this Agreement. Grantee shall sign and execute this agreement within thirty (30) days of Grantor's execution otherwise this agreement shall become null and void.

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

28. **Public Recreational Use.** Grantor reserves the right to allow public access to the Easement Area for recreational use of snowmobiles and ATVs, provided, in no event shall such use interfere with the rights granted to Grantee pursuant to this Agreement.

29. **Wildlife Passage.** Grantee's use of the Easement Area shall not in any way affect or hinder the natural passage of wildlife across the Easement Area. (i.e., There can be no fences, walls or the like on the easement area).

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Mary B. Gregor, Trustee, signing on behalf of the **MEADOWS AND MOUNTAINS TRUST,** has executed or caused this instrument to be executed by its duly authorized representative this 5th day of Oct, 2009.

MEADOWS AND MOUNTAINS TRUST

By: _____
Mary B. Gregor, Trustee

STATE OF MAINE §
§
COUNTY OF Aroostook § October 5, 2009.

Personally appeared the above-named Mary B. Gregor, Trustee, signing on behalf of the MEADOWS AND MOUNTAINS TRUST and acknowledged the foregoing instrument to be her free act and deed.

Before me,

_____
Notary Public
Attorney at Law

Print Name ~~of Notary~~: Forrest W. Barnes

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 3rd day of November, 2009.

MAINE GENLEAD, LLC

By: _____

Name: Evelyn Lim

Its: Secretary

Commonwealth of
~~STATE OF~~ Massachusetts §
§
COUNTY OF Suffolk § NOV 3., 2009.

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linda Marrone

LINDA P. MARRONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 23, 2010

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed dated August 21, 2006, by and between Walter C. Corsa, and John D. Davis and Robert L. Hall, as tenants in common, with Warranty Covenant, recorded on August 22, 2006, in Book 4328, Page 28, at the Register of Deeds, Aroostook County, Maine.

2. Warranty Deed dated January 7, 2009, by and between John D. Davis, Robert L. Hall, and Mary B. Gregor, Trustee of Meadows and Mountains Trust, with warranty covenants, recorded January 16, 2009, in Book 4664, Page 175, Register of Deeds, Aroostook County, Maine.

3. Quitclaim Deed dated May 16, 2005, by and between Joy Takes Care-Maine, LLC, formerly Joy Takes Care-Oakfield, LLC and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on May 17, 2005, in Book 4121, Page 423, at the Register of Deeds, Aroostook County, Maine.

4. Quitclaim Deed dated December 29, 2008, by and between Meadows and Mountains, LLC and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on December 30, 2008, in Book 4659, Page 257, at the Register of Deeds, Aroostook County, Maine.

5. Trustee's Deed dated May 6, 2008, by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust and Meadows and Mountains, LLC, recorded on May 20, 2008, in Book 4577, Page 181, at the Register of Deeds, Aroostook County, Maine.

6. Quitclaim Deed with Covenant dated January 3, 2005, by and between Joy Takes Care-Maine, LLC, formerly Joy Takes Care-Oakfield, LLC and Mary G. Gregor, Trustee of Meadows and Mountains Trust, recorded January 7, 2005, in Book 4073, Page 74, at the Register of Deeds, Aroostook County, Maine.

7. Warranty Deed dated December 19, 2003, by and between S.H. Nevers, Inc. and Mary B. Gregor, Trustee of Meadows and Mountains Trust, with warranty covenants, recorded on December 19, 2003, in Book 3914, Page 84, at the Register of Deeds, Aroostook County, Maine.

8. Release Deed dated August 24, 2009, by and between Jimmy J. Falbo and Mary B. Gregor, Trustee of Meadows and Mountains Trust, recorded on August 24, 2009, in Book 4741, Page 198, at the Register of Deeds, Aroostook County, Maine.

9. Trustee's Deed dated November 20, 2006, by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust and Jimmy J. Falbo, recorded on November 21, 2006, in Book 4371, Page 194, at the Register of Deeds, Aroostook County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

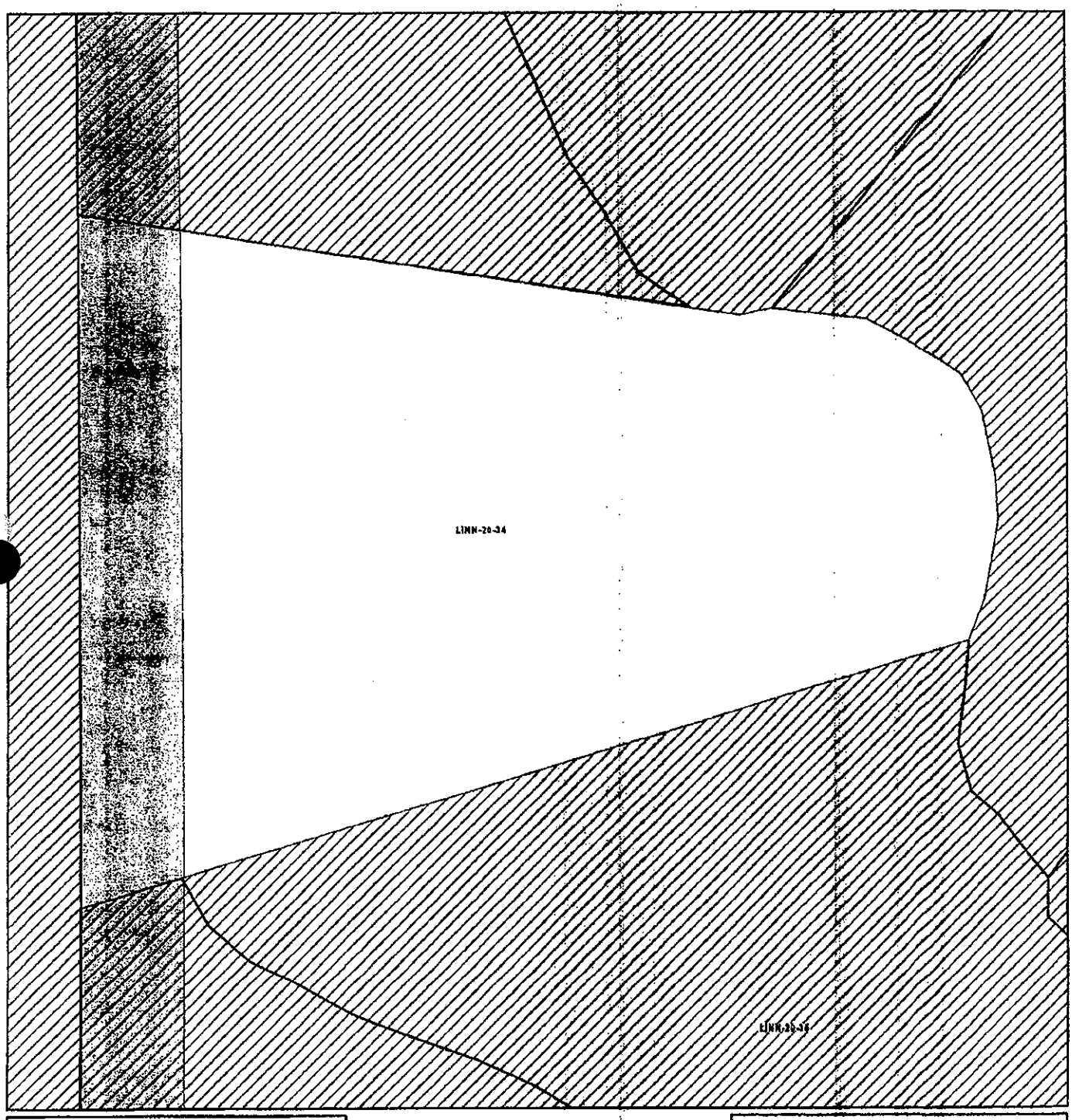


EXHIBIT B

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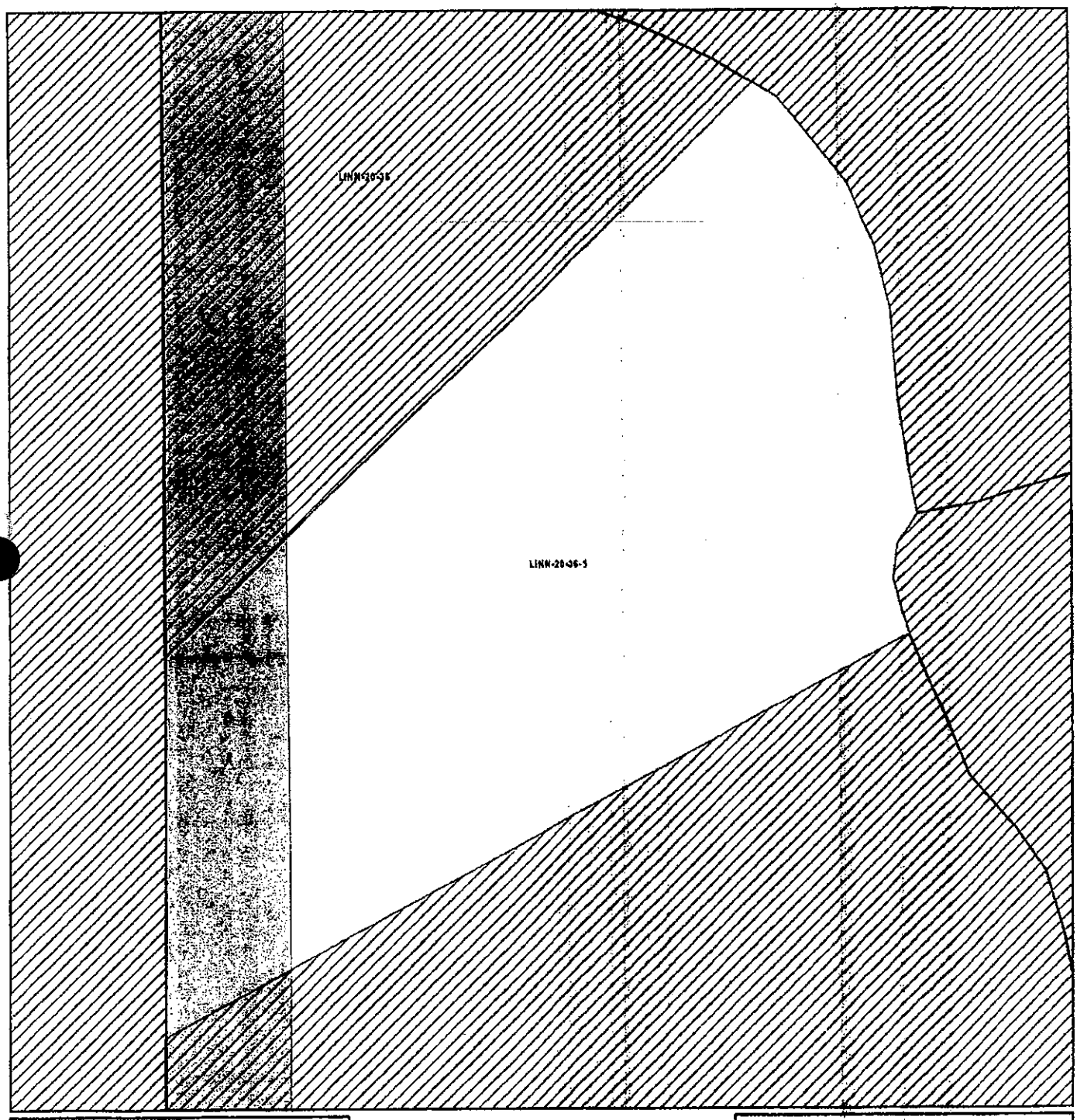

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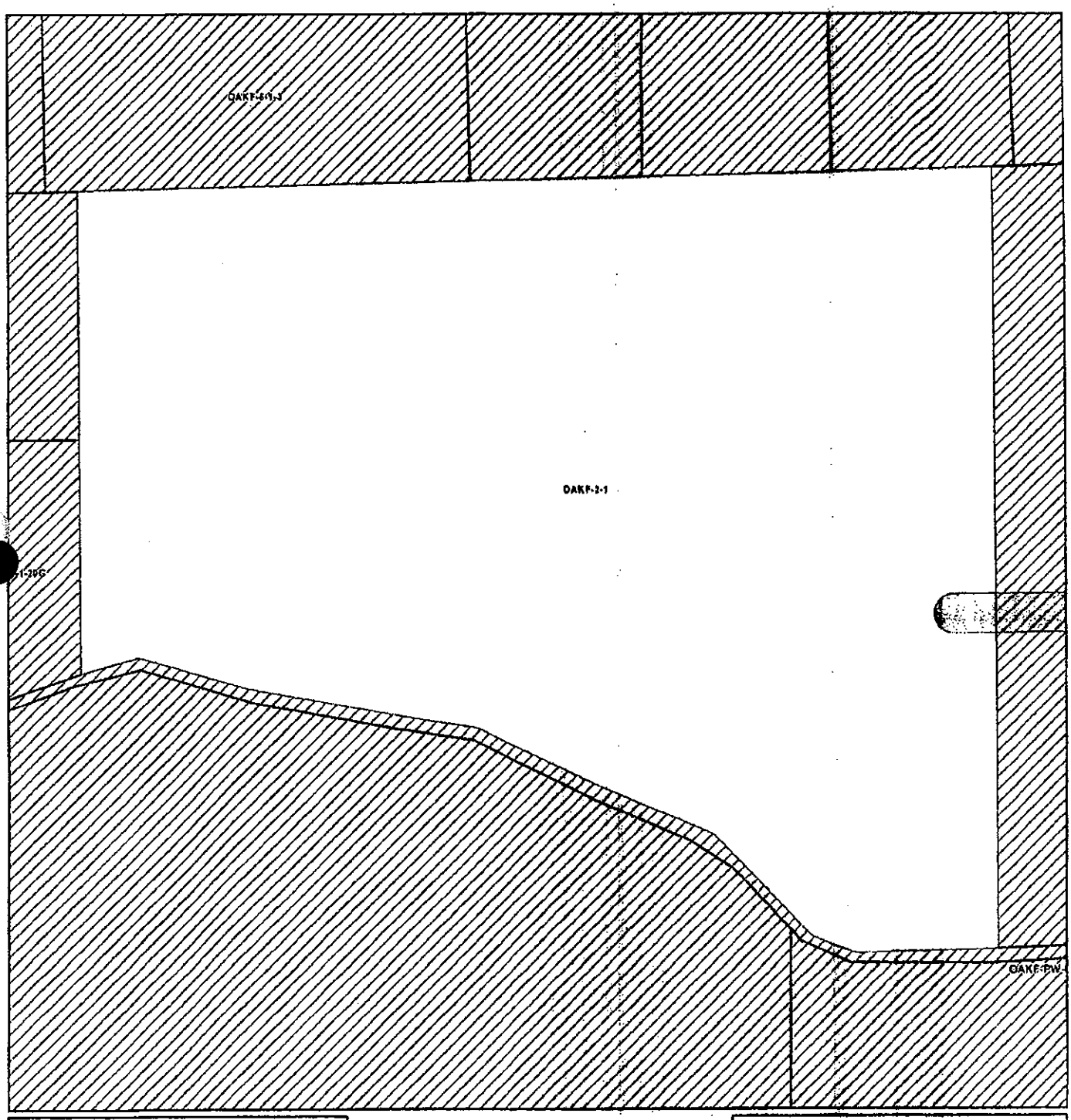

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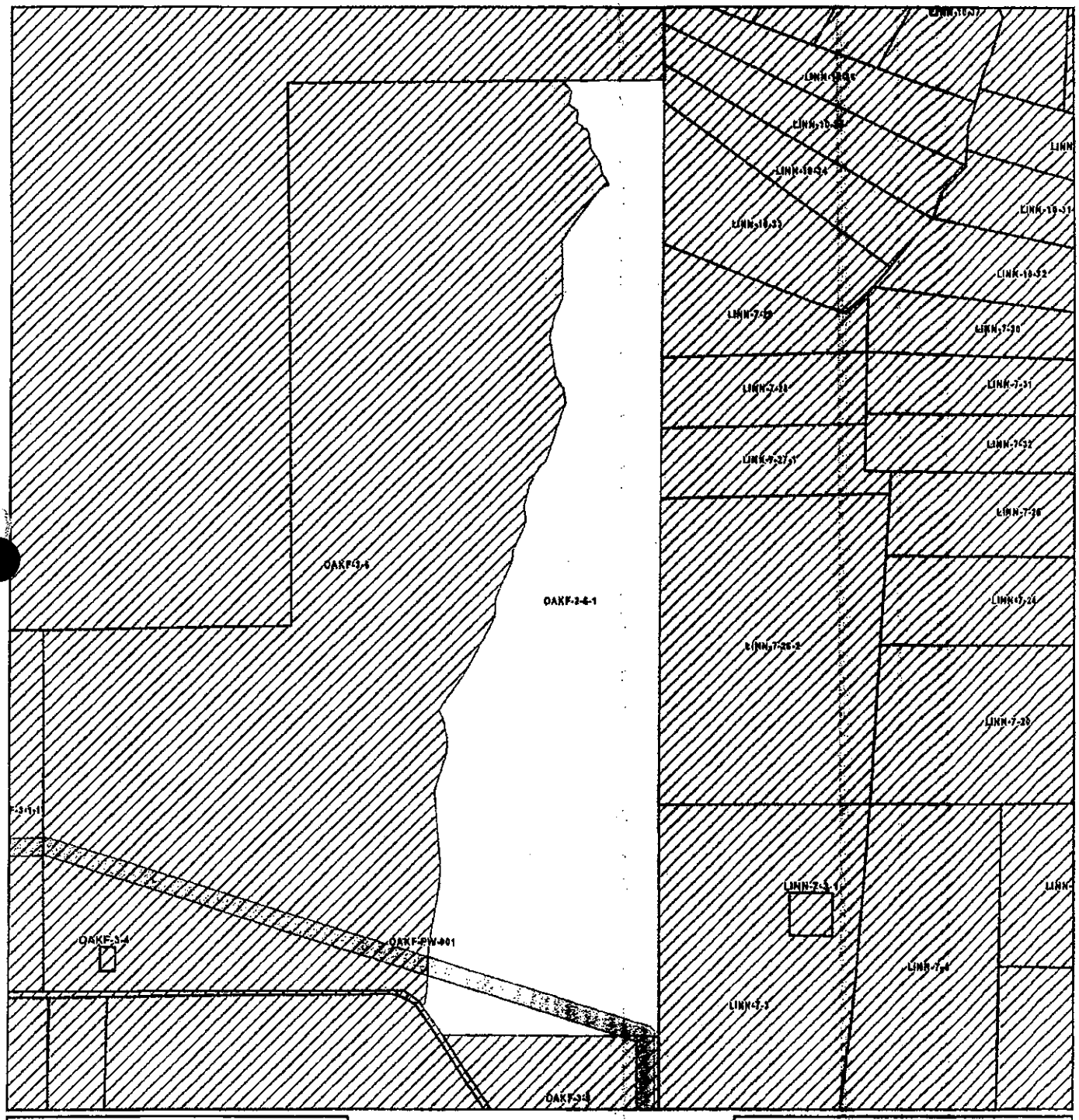

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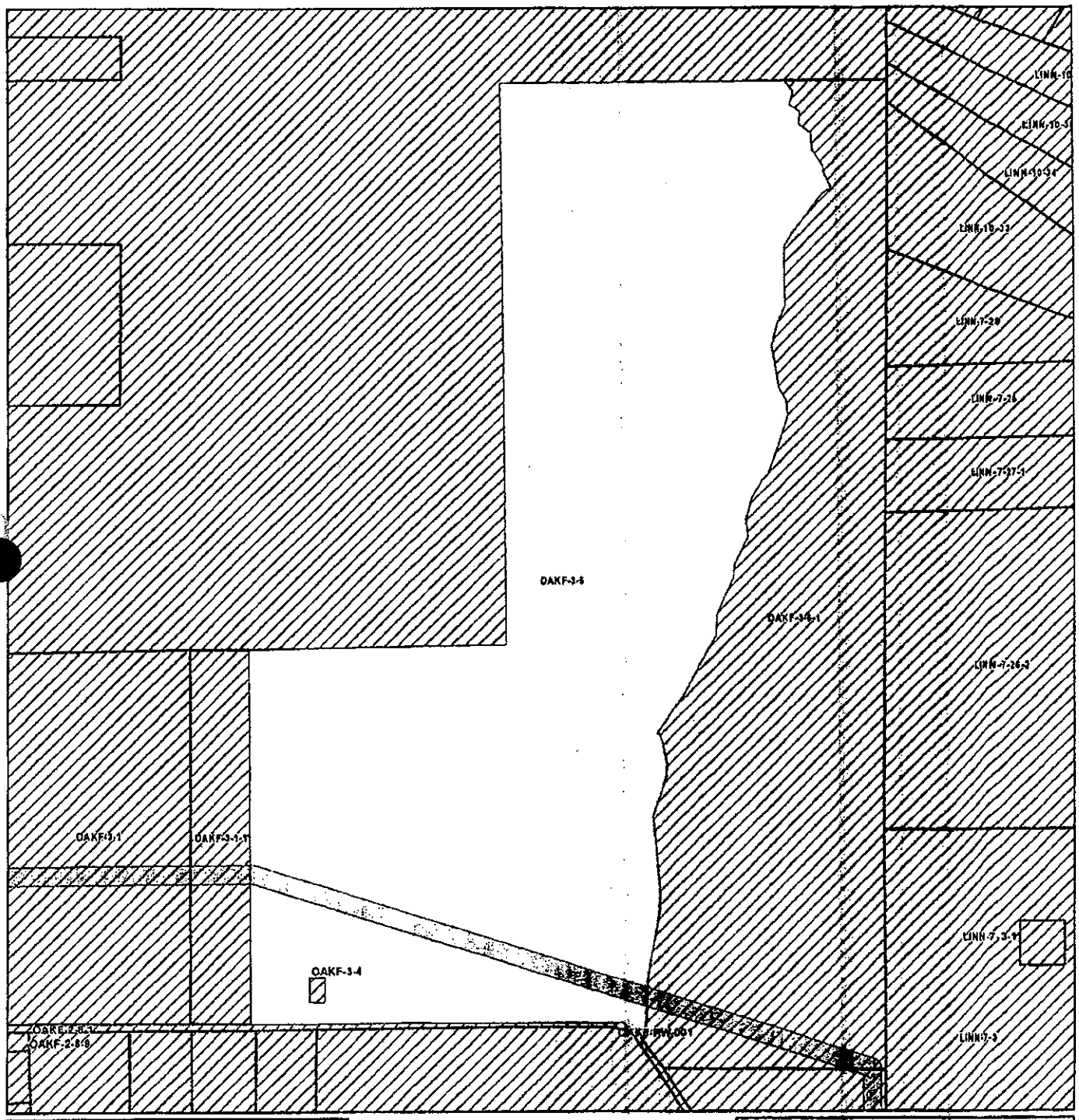

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Depiction of Transmission and Telecommunication Easement & Access Easement

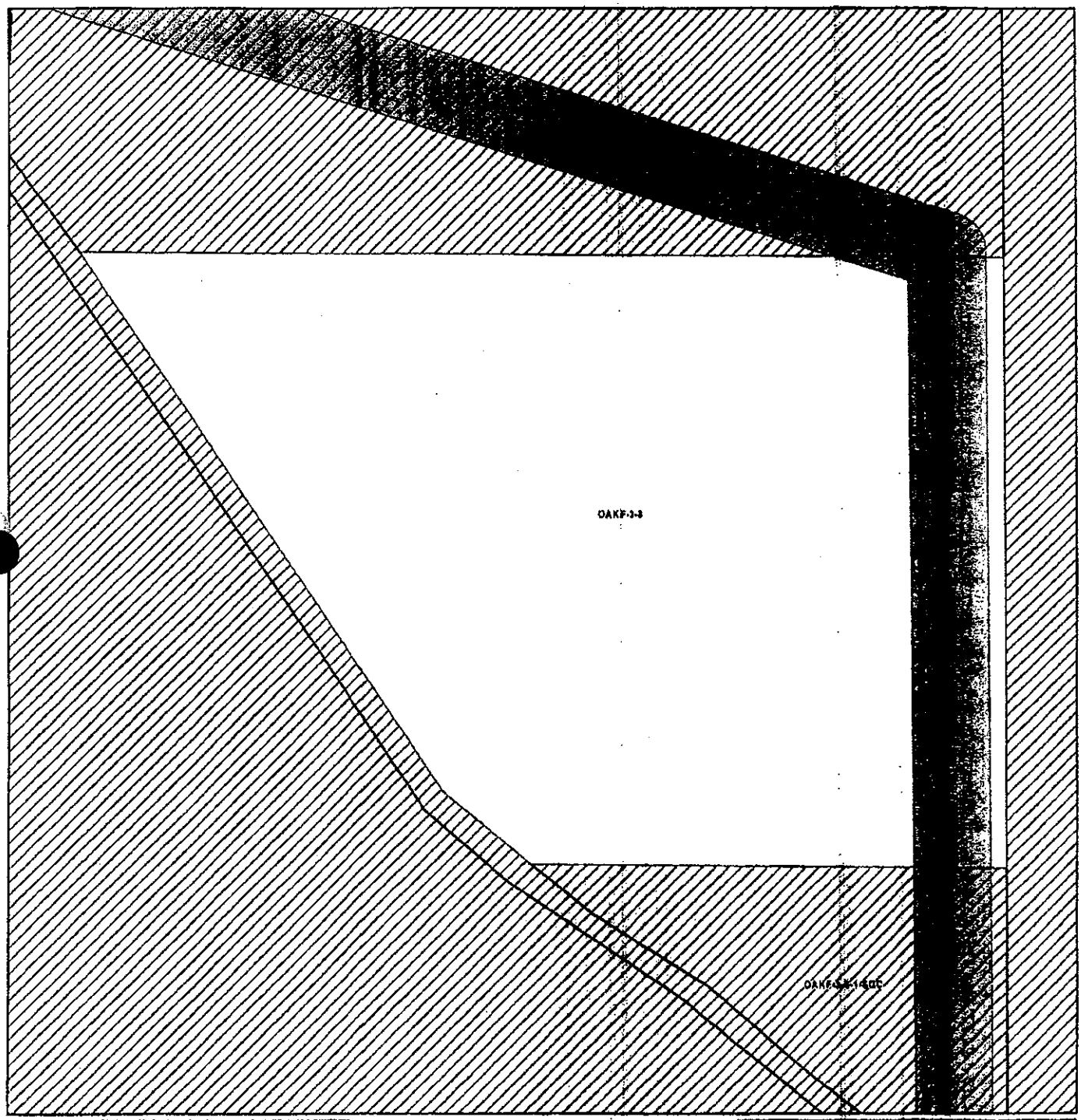

EXHIBIT C

Pre-existing Encumbrances

Received
AROOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4771 Pg162 #13875
11-19-2009 @ 02:05p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Royal J. Pacheco**, an individual, with a mailing address of 10 Westerly St., West Warwick, Rhode Island 02893 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free

and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

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

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

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

interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

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

12. **Grantee's Default**. If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively,

"Assignment"), to other persons or entities ("Assignee"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

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

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

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

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

Notice to Grantor: Royal J. Pacheco
10 Westerly St.
West Warwick, Rhode Island 02893

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
85 Wells Ave. Suite 305
Newton, MA 02459

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

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

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

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

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

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

the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

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

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

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

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

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **ROYAL J. PACHECO** has executed this instrument this 5th day of ~~September~~ Oct, 2009.

Royal J. Pacheco
ROYAL J. PACHECO

STATE OF ~~MAINE~~ RHODE ISLAND §
§
COUNTY OF KENT § October 5, 2009

Personally appeared the above-named Royal J. Pacheco and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Lucille J. Theroux
Notary Public

Print Name of Notary: LUCILLE J. THEROUX
MY COMMISSION EXPIRES 06/24/2013

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, MAINE GENLEAD, LLC, has caused this instrument to be executed by its duly authorized representative this 4th day of November, 2009.

MAINE GENLEAD, LLC

By: _____

Name: Evelyn Lim

Its: Secretary

Commonwealth of
~~STATE OF~~ Massachusetts §
§
COUNTY OF Suffolk § November 4, 2009

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linda Marrone

LINDA P. MARRONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 23, 2010

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Royal J. Pacheco, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Trustee's Deed dated September 15, 2003 by and between Mary B. Gregor, Trustee of Meadows and Mountain Trust and Royal J. Pacheco, recorded on September 15, 2003, in Book 3868, Page 132, being a part of the premises conveyed by deed of S. H. Nevers, Inc. to Mary B. Gregor, Trustee of Meadows and Mountains Trust dated December 28, 2001, and recorded in the Southern Aroostook County Registry of Deeds in Vol. 3603, Page 148.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

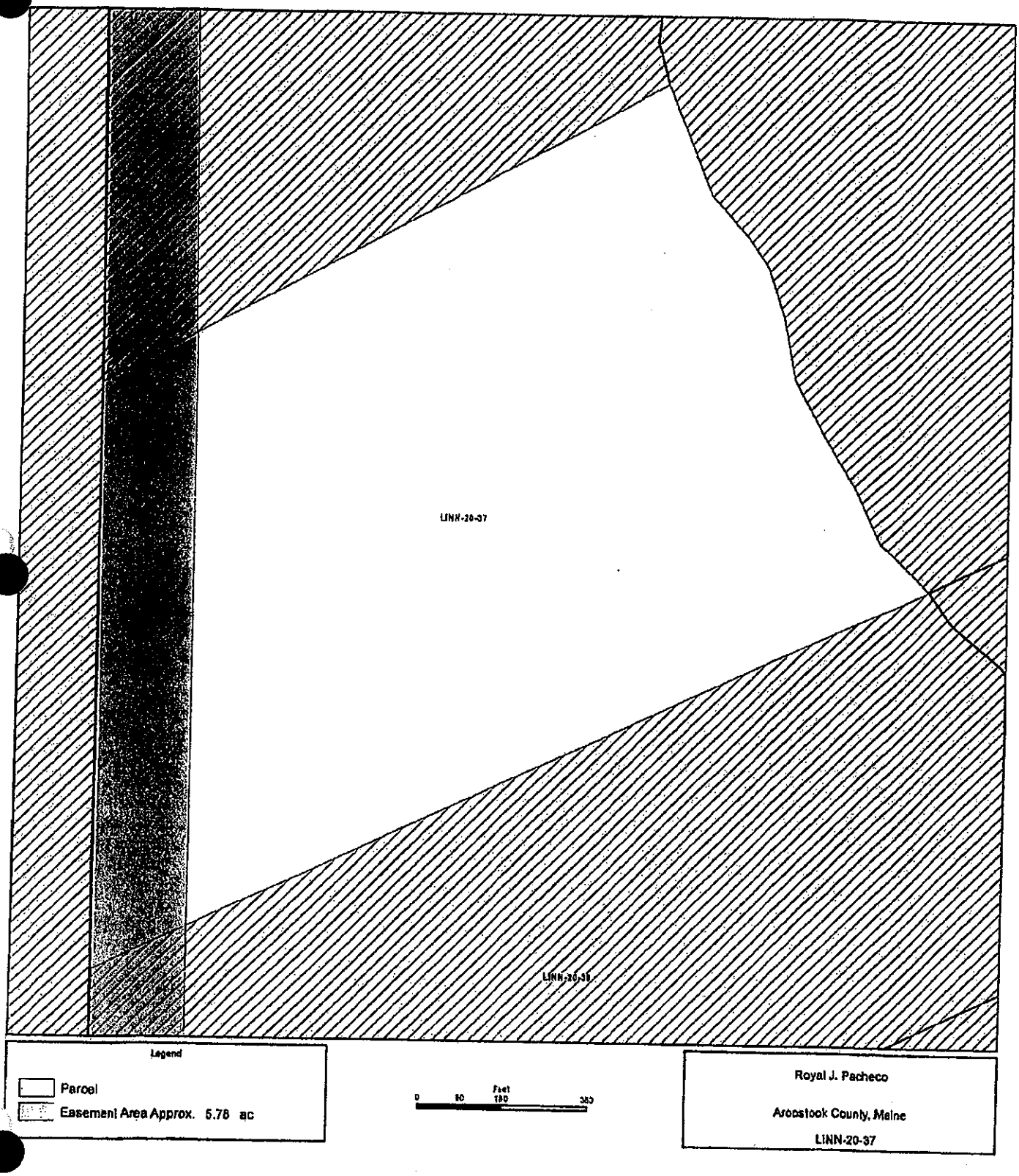

EXHIBIT C

Pre-existing Encumbrances

Received
ARDOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4771 Pg147 #13874
11-19-2009 @ 02:05p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Dawson Smith and Judith E. Smith**, husband and wife, as joint tenants, with a mailing address of 5 Deer Ridge Ln., Surry, Maine 04684 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under the West 200 feet of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

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

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

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

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes.

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

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

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

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the West 200 feet of the Land as are generally depicted on **Exhibit B** (the "**Access Easement Areas**") by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time with in the West 200 feet of the Land only, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and

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

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

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

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

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

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

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

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

7. **Representations and Warranties of Grantor**.

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

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

8. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be

constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

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

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

11. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

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

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

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

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

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

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

Notice to Grantor: Dawson Smith and Judith E. Smith
5 Deer Ridge Ln.
Surry, Maine 04684

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
85 Wells Ave. Suite 305
Newton, MA 02459

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

business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

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

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

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

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

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

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

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

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

26. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the

local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **DAWSON SMITH,** has executed or caused this instrument to be executed by its duly authorized representative this 21st day of October, 2009.

DAWSON SMITH

STATE OF MAINE §
§
COUNTY OF Hancock § October 21, 2009.

Personally appeared the above-named Dawson Smith and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public

Print Name of Notary: Darcel Winslow

Darcel Winslow, Notary Public
State of Maine
My Commission Expires 11/20/2010

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **JUDITH E. SMITH,** has executed or caused this instrument to be executed by its duly authorized representative this 21st day of October, 2009.

Judith E. Smith
JUDITH E. SMITH

STATE OF MAINE §
§
COUNTY OF Hancock § October 21, 2009.

Personally appeared the above-named Judith E. Smith and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Darcel Winslow
Notary Public

Print Name of Notary: Darcel Winslow
Darcel Winslow, Notary Public
State of Maine
My Commission Expires 11/29/2013

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 9th day of November, 2009.

MAINE GENLEAD, LLC

By: _____

Name: Evelyn Lim

Its: Secretary

COMMONWEALTH

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § November 9th, 2009.

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____

Notary Public

LINDA P. MARRONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 23, 2010

Print Name of Notary: Linda Marrone

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Dawson Smith and Judith E. Smith, husband and wife, as joint tenants, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Trustee's Deed dated April 14, 1993, by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust, and Dawson Smith and Judith E. Smith, husband and wife, as joint tenants, recorded September 9, 2005, in Book 4181, Page 196, at Southern Aroostook Registry of Deeds.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

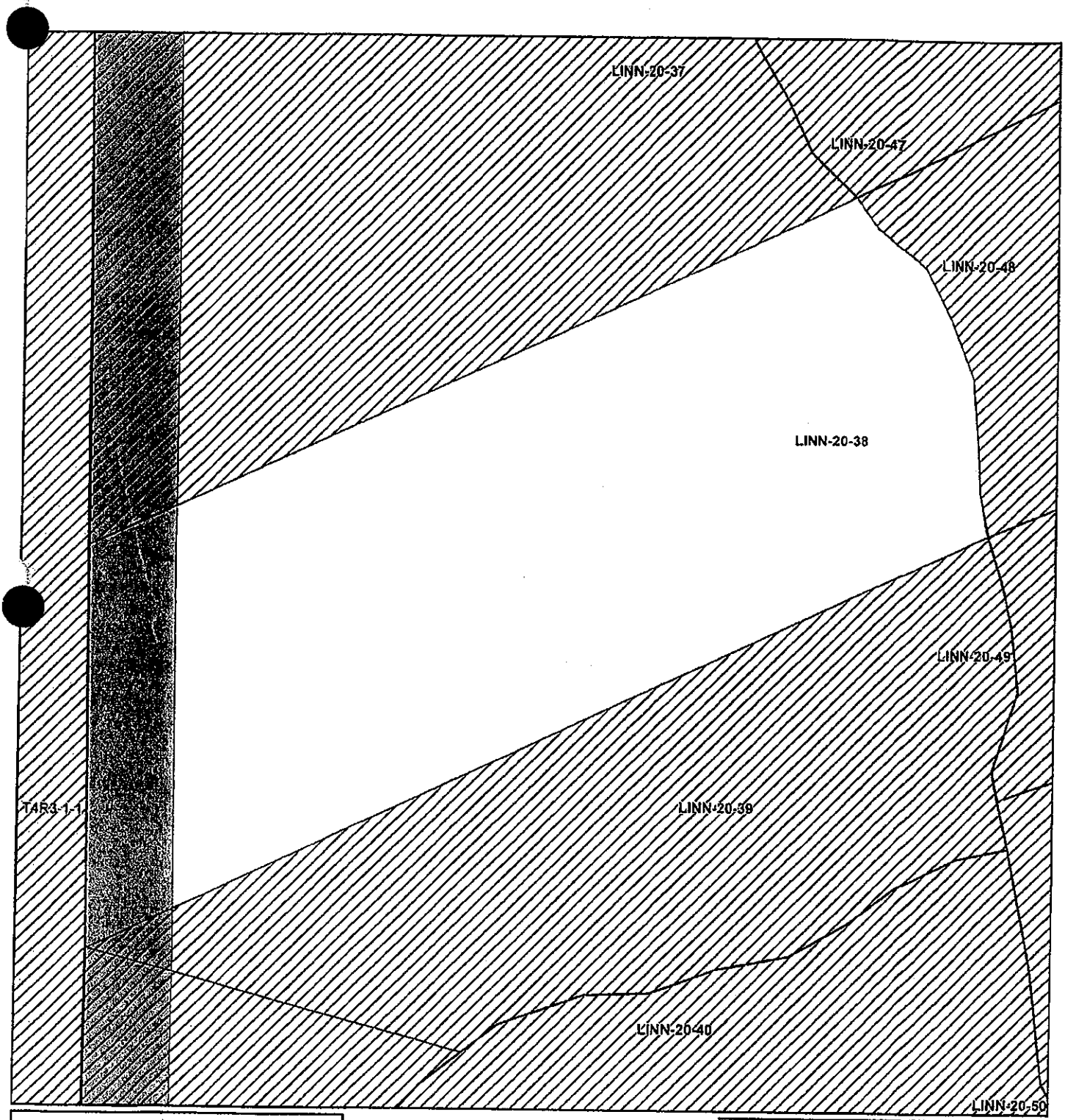

EXHIBIT C

Pre-existing Encumbrances

Received
ARDOSTOOK SS
PATRICIA F BROWN,REGISTER

Signed

Bk 4798 Ps260 #1731
02-26-2010 @ 10:59a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Sean Jamison Smith**, an individual, with a mailing address of 444 Hudson Hill Road, Hudson, Maine 04449 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under the West 200 feet of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

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

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

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

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes.

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

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

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

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the West 200 feet of the Land generally depicted on **Exhibit B** (the "**Access Easement Area**") by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time with in the West 200 feet of the Land only, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and

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

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

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

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

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

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

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

7. **Representations and Warranties of Grantor**.

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

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

8. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole

discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

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

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

11. **Grantee's Default**. If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages

would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

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

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

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

Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

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

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

Notice to Grantor: Sean Jamison Smith
444 Hudson Hill Road
Hudson, ME 04449

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
85 Wells Ave. Suite 305
Newton, MA 02459

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **SEAN JAMISON SMITH,** has executed this instrument this 22nd day of December, 2009.

SEAN JAMISON SMITH
Sean Jamison Smith

STATE OF MAINE §
§
COUNTY OF Penobscot § DEC, 2009.

Personally appeared the above-named SEAN JAMISON SMITH and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public July 24, 2013

Print Name of Notary: DANIEL C. MALDONADO

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 18th day of February, ~~2009~~ 2010

MAINE GENLEAD, LLC

By: Elizabeth Weir

Name: Elizabeth Weir

Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § Feb 18, ~~2009~~ 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Sean Jamison Smith, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Release Deed dated November 19, 2009 by and between Shay Fox Smith and Sean Jamison Smith, recorded on November 24, 2009 in Book 4773, Page 173, at the Register of Deeds, Aroostook County, Maine.

2. Warranty Deed dated May 3, 2007 by and between Dawson Smith and Judith E. Smith, and Sean Jamison Smith and Shay Fox Smith, recorded May 10, 2007 in Book 4432, Page 49, at the Register of Deeds, Aroostook County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

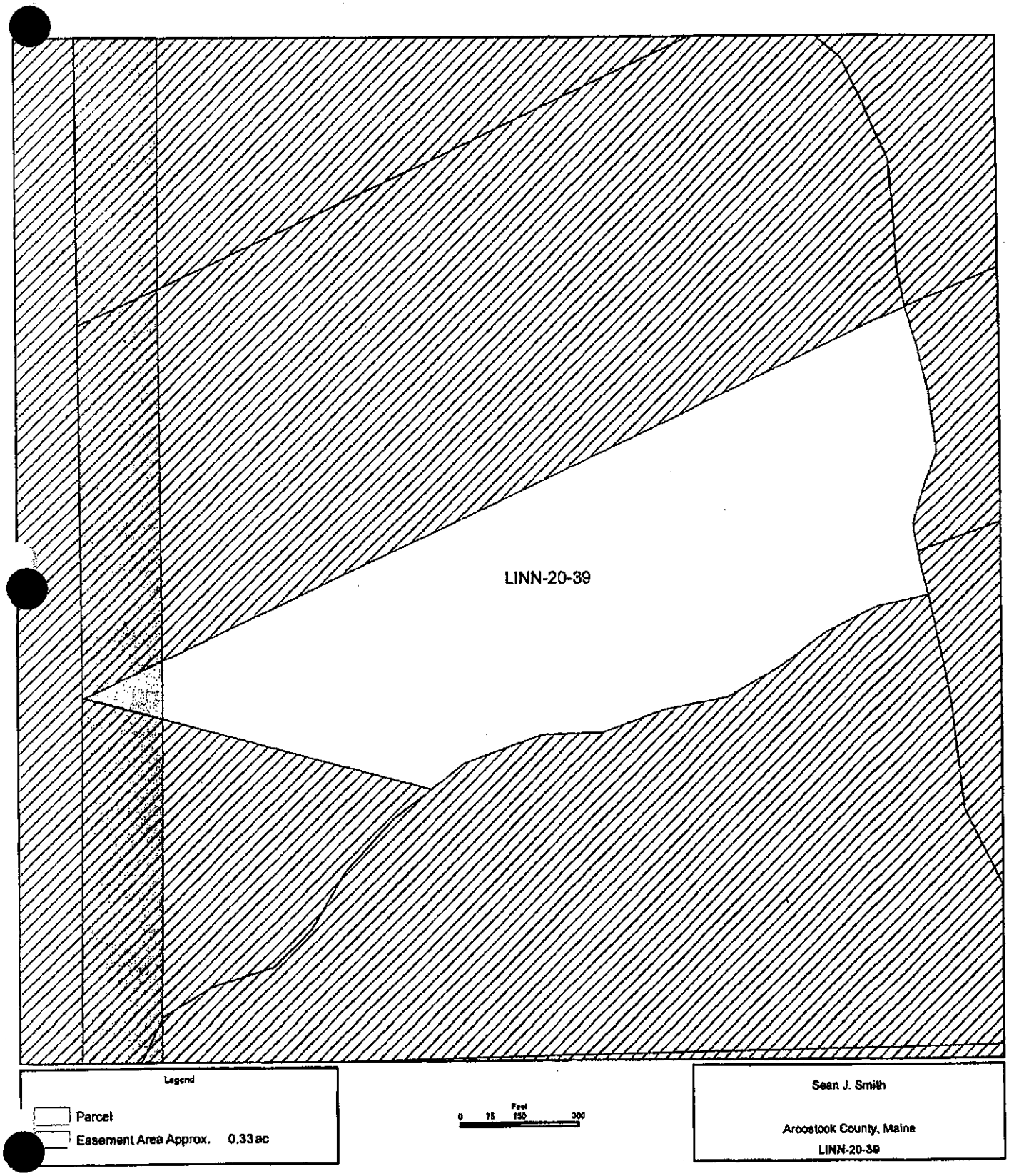

EXHIBIT C

Pre-existing Encumbrances

Received
ARDOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4925 Pg25 #2817
03-30-2011 @ 10:08a

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: **Mary A. McGillicuddy**, 145 McIntyre Road, Hodgdon, ME 04730

Purchaser: **Maine GenLead, LLC**, c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises subject to Purchase and Sale Agreement**: Certain real property in the Town of Linneus, County of Aroostook, State of Maine, being the premises described in that certain deed to Seller recorded at the Aroostook County Registry of Deeds in Book 4199, Page 3; and being a portion of the lands generally depicted on the Town of Linneus Tax Map 20, Lot 39.

II. **Effective Date of Purchase and Sale Agreement**: February 22, 2010

III. **Date of Closing**: The closing (the "Closing") shall take place at 10:00 a.m. on (i) the later of (A) the first business day that is seven (7) days after the Permit Date (as hereinafter defined), or (B) December 31, 2009, or (ii) such earlier date as Purchaser may request, but not earlier than December 1, 2009. The Permit Date is defined as the date when Purchaser has received any and all permits from the Maine Department of Environmental Protection and there is the final resolution of any appeals thereof.

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

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to of Purchase and Sale Agreement to be executed as of the 28th day of February, 2011.

WITNESS:

Joseph C McGillicuddy
Print Name of Witness:

SELLER:

Mary A McGillicuddy
Mary A. McGillicuddy

STATE OF MAINE
COUNTY OF Aroostook

2-28, 2011

Personally appeared the above-named Mary A. McGillicuddy and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Anne M. Adams
Notary Public/Attorney at Law
Print Name of Notary: Anne M. Adams
My commission expires: October 31, 2012

ANNE M. ADAMS
Notary Public, Maine
My Commission Expires October 31, 2012

WITNESS:

K Bliss
Print Name of Witness: K Bliss

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

March 22, 2011

Then personally appeared the above-named Elizabeth Weir in ~~his~~/her capacity as Assistant Secretary of* Maine GenLead, LLC acknowledged the foregoing instrument to be ~~his~~/her free act and deed in said capacity and the free act and deed of said limited liability company.

* Maine Wind Holdings, LLC, the Member of

Before me,

Linne M. Taylor
Notary Public

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Dirk Andrew Smith and Angela Marie Smith**, husband and wife, with warranty covenants, as joint tenants, both with a mailing address of P. O. Box 222, Surry, Maine 04684 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 85 Wells Ave, Suite 305, Newton, MA 02459 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under the West 57 feet of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

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

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

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

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes.

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

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

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

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the West 57 feet of the Land as are generally depicted on **Exhibit B (the "Access Easement Areas")** by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time with in the West 57 feet of the Land only, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and

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

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

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

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

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

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

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

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

7. **Representations and Warranties of Grantor**.

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

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

8. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be

constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

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

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

11. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

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

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

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

damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

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

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

Notice to Grantor: Dirk Andrew Smith and Angela Marie Smith
P. O. Box 222
Surry, Maine 04684

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
85 Wells Ave. Suite 305
Newton, MA 02459

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the

jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

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

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

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

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

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

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

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

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

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **DIRK ANDREW SMITH,** has executed or caused this instrument to be executed by its duly authorized representative this 20 day of October, 2009.

Dirk Andrew Smith
Dirk Andrew Smith

STATE OF Maine §
§
COUNTY OF Hancock § October 20, 2009.

Personally appeared the above-named Dirk Andrew Smith, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Darcel Winslow
Notary Public

Print Name of Notary: Darcel Winslow
Darcel Winslow, Notary Public
State of Maine
My Commission Expires 11/29/2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **ANGELA MARIE SMITH**, has executed or caused this instrument to be executed by its duly authorized representative this 20 day of October, 2009.

Angela Marie Smith
Angela Marie Smith

STATE OF Maine §
§
COUNTY OF Hancock § October 20, 2009.

Personally appeared the above-named Angela Marie Smith, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Darcel Winslow
Notary Public

Print Name of Notary: Darcel Winslow
Darcel Winslow, Notary Public
State of Maine
My Commission Expires 11/29/2013

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 22nd day of December, 2009.

MAINE GENLEAD, LLC

By: _____

Name: Evelyn Lim

Its: Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § Dec 22, 2009.

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linda Marrone

LINDA P. MARRONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 23, 2010

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Dirk Andrew Smith and Angela Marie Smith, husband and wife, with warranty covenants, as joint tenants, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

Warranty Deed dated May 3, 2007, by and between Dawson Smith and Judith E. Smith, to Dirk Andrew Smith and Angela Marie Smith, with warranty covenants, as joint tenants, recorded May 10, 2007, in Book 4432, Page 52, at the Register of Deeds, Aroostook County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

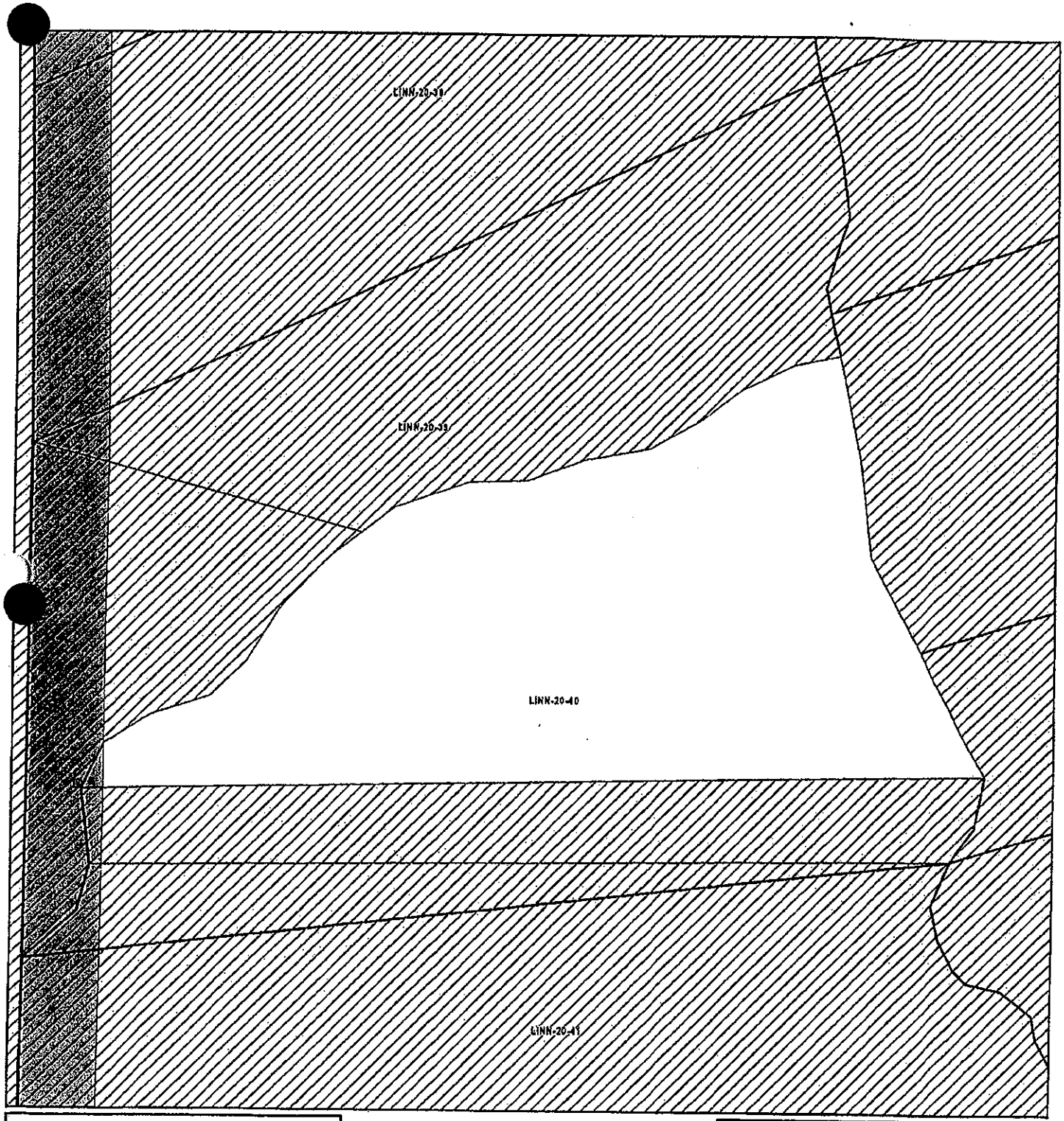

EXHIBIT C

Pre-existing Encumbrances

Received
ARDOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4804 Pg265 #2526
03-22-2010 @ 01:51p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **RAYMOND A. YANNONE**, an individual, with a mailing address of 8 Arbor View Terrace, W. Bridgewater, MA 02379 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

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

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

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

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

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes.

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

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

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

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the West 400 feet of the Land generally depicted on Exhibit B (the "Access Easement Area"). The Access Easement and the Access Easement Area will be reduced down to the 200 foot wide Easement Area, which will be determined by a final survey. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the

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

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

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

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

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

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

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

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

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor; and (iii) the Easement Area must remain within the West 400 feet of the Land. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

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

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C**

("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

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

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

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

shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

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

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the

rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

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

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

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

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

Notice to Grantor: Raymond A. Yannone
8 Arbor View Terrace
W. Bridgewater, MA 02379

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

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

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

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

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

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

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

the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

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

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

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

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

28. **Isolated land.** Should there be any acreage that is isolated between the Easement Area and the West boundary line of the Land, Grantor shall be compensated for that acreage. The compensation shall be calculated at the same price per acre set forth in a separate Compensation Agreement between the Parties of even date here with. This acreage will be determined by the final survey of the Easement Area and the isolated land, should there be any.

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **RAYMOND A. YANNONE**, has executed this instrument this 16th day of February, 2010.

Raymond A. Yannone

STATE OF MASSACHUSETTS §
§
COUNTY OF Plymouth § 2/16/, 2010

Personally appeared the above-named RAYMOND A. YANNONE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Barbara R. Shinnick
Notary Public

Print Name of Notary: BARBARA R. SHINNICK

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 16th day of March, 2010.

MAINE GENLEAD, LLC

By: Elizabeth Weir

Name: Elizabeth Weir

Its: Assistant Secretary

Commonwealth

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § March 16th, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor

Notary Public

Print Name of Notary: _____

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

1. Trustee's Deed dated August 22, 2005 by and between Mary B. Gregor, Trustee of Meadows and Mountain Trust and Raymond A. Yannone, recorded on August 22, 2005, in Book 4171, Page 341, being a part of the premises conveyed by deed of S. H. Nevers, Inc. to Mary B. Gregor, Trustee of Meadows and Mountains Trust dated December 28, 2001, and recorded in the Southern Aroostook County Registry of Deeds in Vol. 3603, Page 148. (LINN 20-40, LINN 20-41)

2. Trustee's Deed dated August 25, 2003 by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust and Raymond A. Yannone, recorded on August 25, 2003, in Book 3857, Page 71, being a part of the premises conveyed by deed of S. H. Nevers, Inc. to grantor dated December 28, 2001, and recorded in the Southern Aroostook County Registry of Deeds in Vol. 3603, Page 148. (LINN 20-42)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

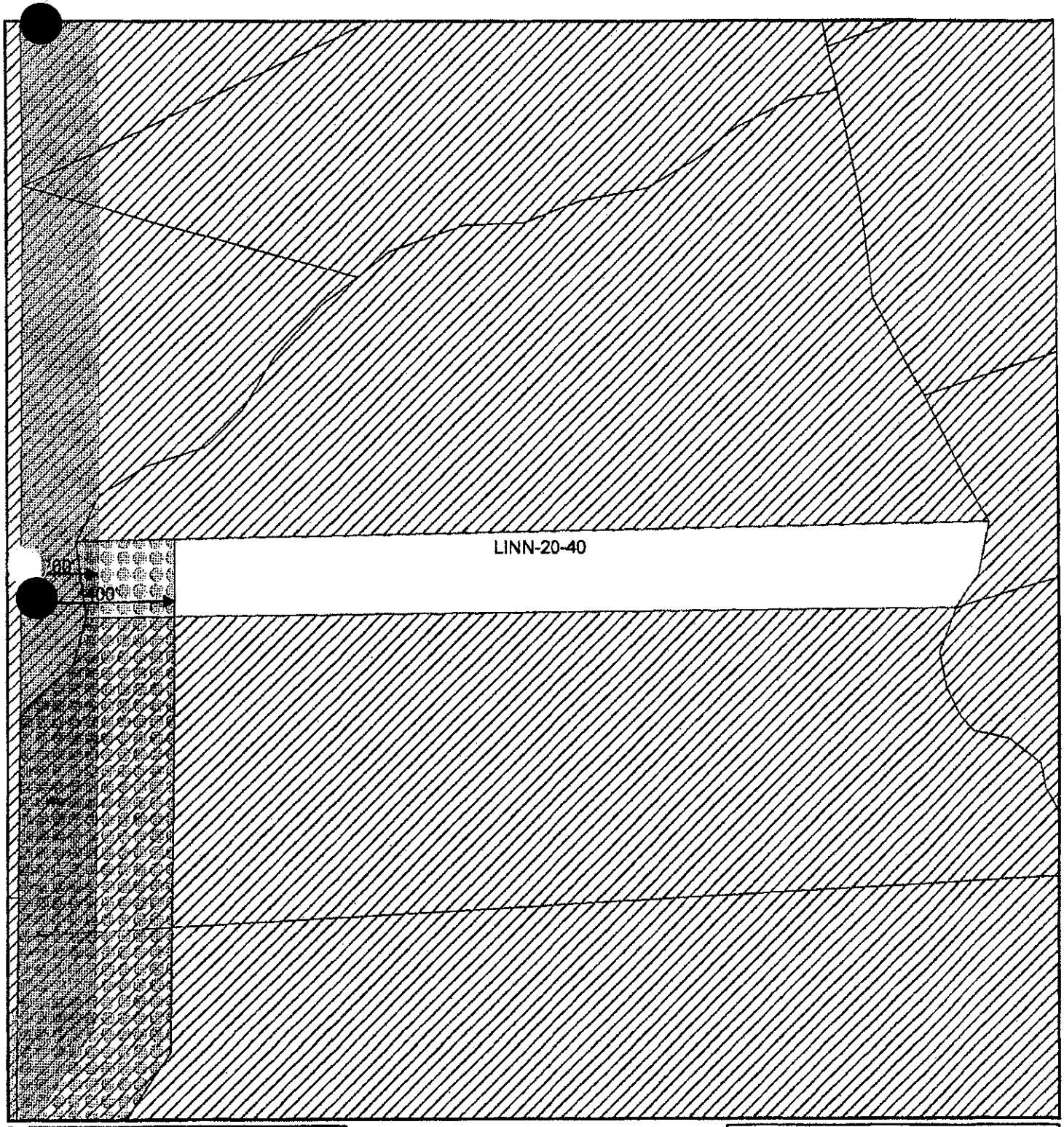

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

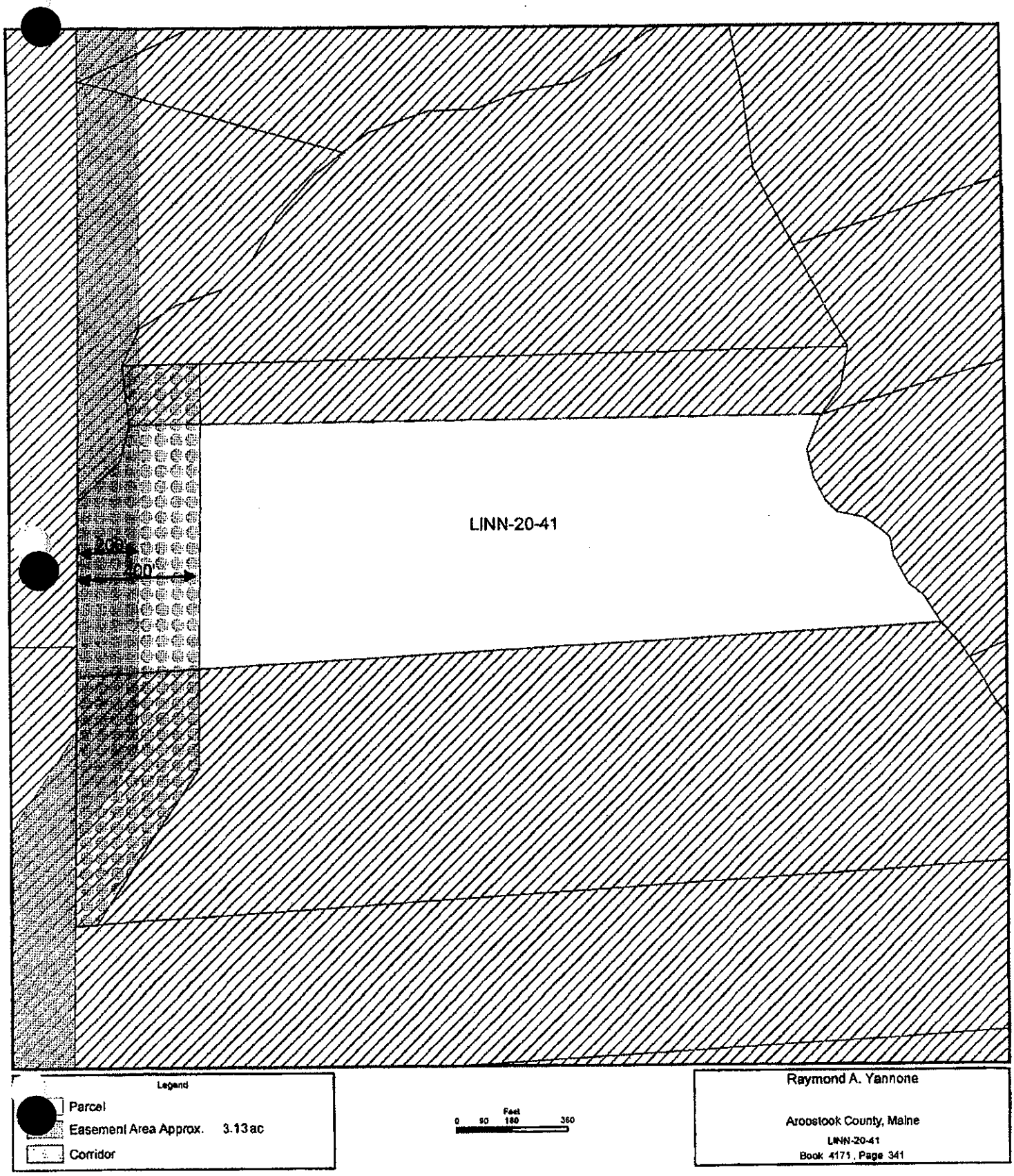

EXHIBIT B

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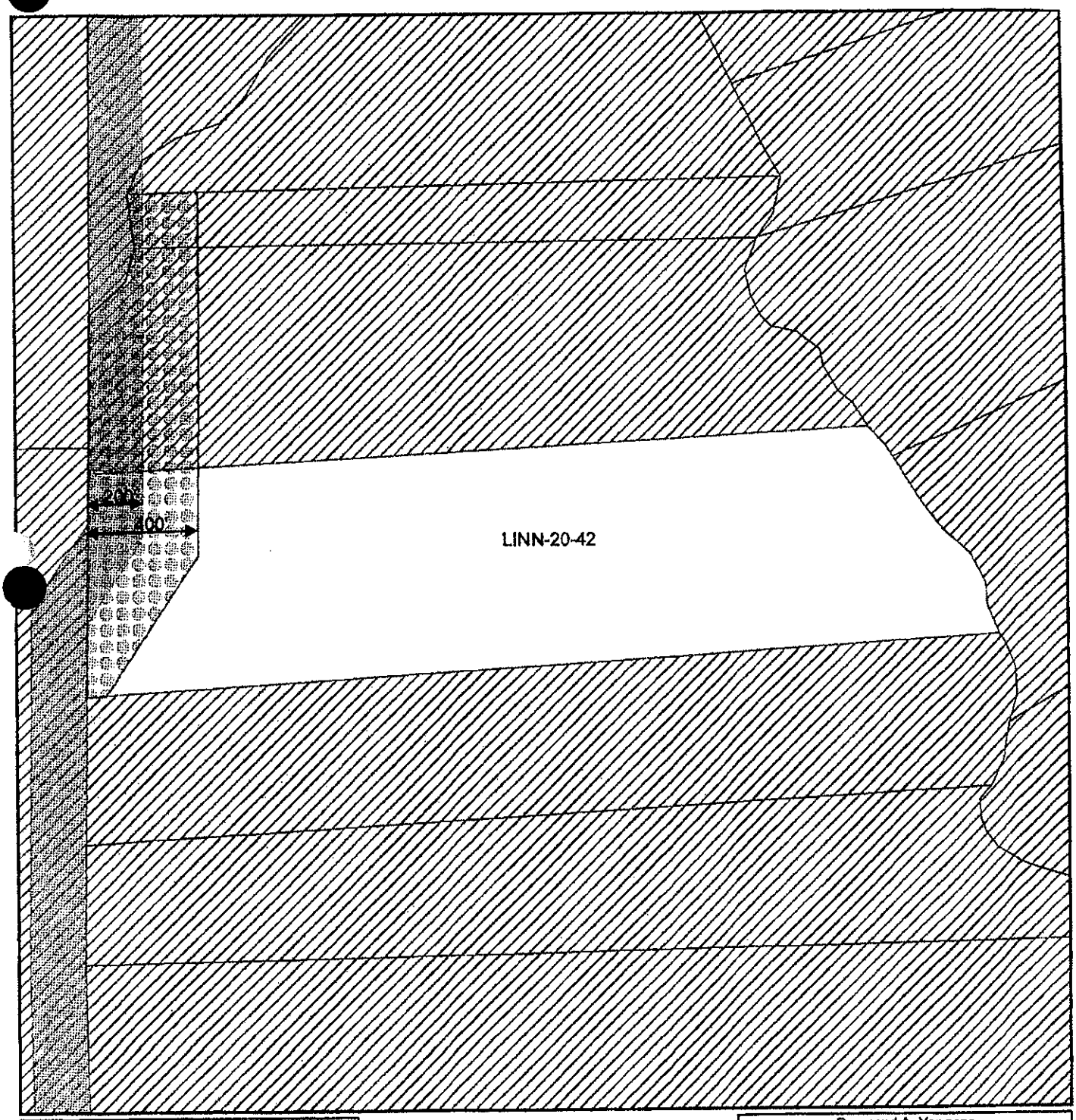

EXHIBIT C

Pre-existing Encumbrances

Received
AROOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4804 Ps265 #2526
03-22-2010 @ 01:51p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **RAYMOND A. YANNONE**, an individual, with a mailing address of 8 Arbor View Terrace, W. Bridgewater, MA 02379 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

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

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

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

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

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes.

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

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

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

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the West 400 feet of the Land generally depicted on Exhibit B (the "Access Easement Area"). The Access Easement and the Access Easement Area will be reduced down to the 200 foot wide Easement Area, which will be determined by a final survey. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the

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

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

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

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

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

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

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

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

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor; and (iii) the Easement Area must remain within the West 400 feet of the Land. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

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

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C**

("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

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

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

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

shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

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

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

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

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the

rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

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

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

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

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

Notice to Grantor: Raymond A. Yannone
8 Arbor View Terrace
W. Bridgewater, MA 02379

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

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

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

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

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

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

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

the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

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

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

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

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

28. **Isolated land.** Should there be any acreage that is isolated between the Easement Area and the West boundary line of the Land, Grantor shall be compensated for that acreage. The compensation shall be calculated at the same price per acre set forth in a separate Compensation Agreement between the Parties of even date here with. This acreage will be determined by the final survey of the Easement Area and the isolated land, should there be any.

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **RAYMOND A. YANNONE**, has executed this instrument this 16th day of February, 2010.

Raymond A. Yannone

STATE OF MASSACHUSETTS §
§
COUNTY OF Plymouth § 2/16/, 2010

Personally appeared the above-named RAYMOND A. YANNONE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Barbara R. Shinnick
Notary Public

Print Name of Notary: BARBARA R. SHINNICK

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC,** has caused this instrument to be executed by its duly authorized representative this 16th day of March, 2010.

MAINE GENLEAD, LLC

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § March 16th, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary: _____

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

1. Trustee's Deed dated August 22, 2005 by and between Mary B. Gregor, Trustee of Meadows and Mountain Trust and Raymond A. Yannone, recorded on August 22, 2005, in Book 4171, Page 341, being a part of the premises conveyed by deed of S. H. Nevers, Inc. to Mary B. Gregor, Trustee of Meadows and Mountains Trust dated December 28, 2001, and recorded in the Southern Aroostook County Registry of Deeds in Vol. 3603, Page 148. (LINN 20-40, LINN 20-41)

2. Trustee's Deed dated August 25, 2003 by and between Mary B. Gregor, Trustee of Meadows and Mountains Trust and Raymond A. Yannone, recorded on August 25, 2003, in Book 3857, Page 71, being a part of the premises conveyed by deed of S. H. Nevers, Inc. to grantor dated December 28, 2001, and recorded in the Southern Aroostook County Registry of Deeds in Vol. 3603, Page 148. (LINN 20-42)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

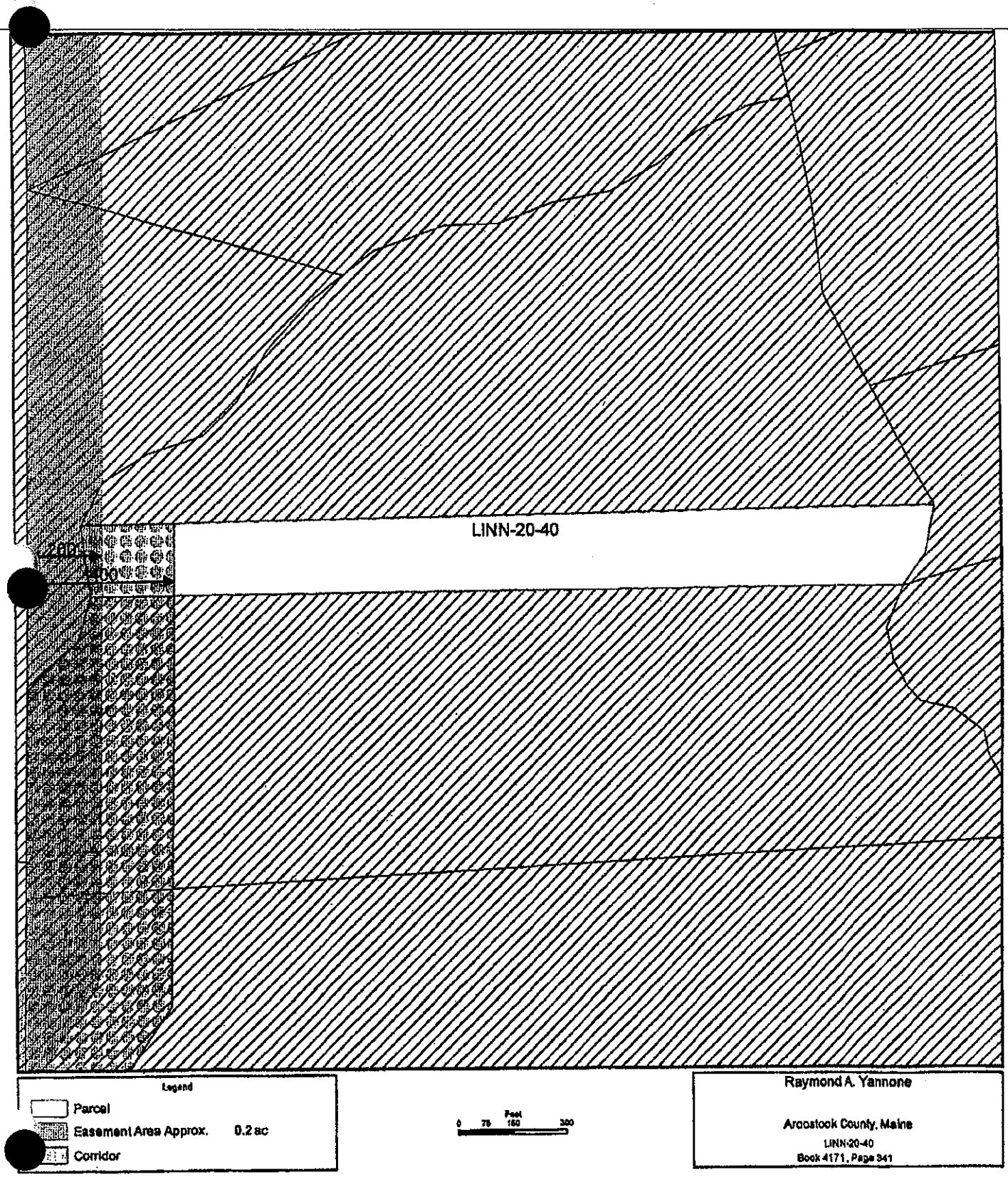

EXHIBIT B

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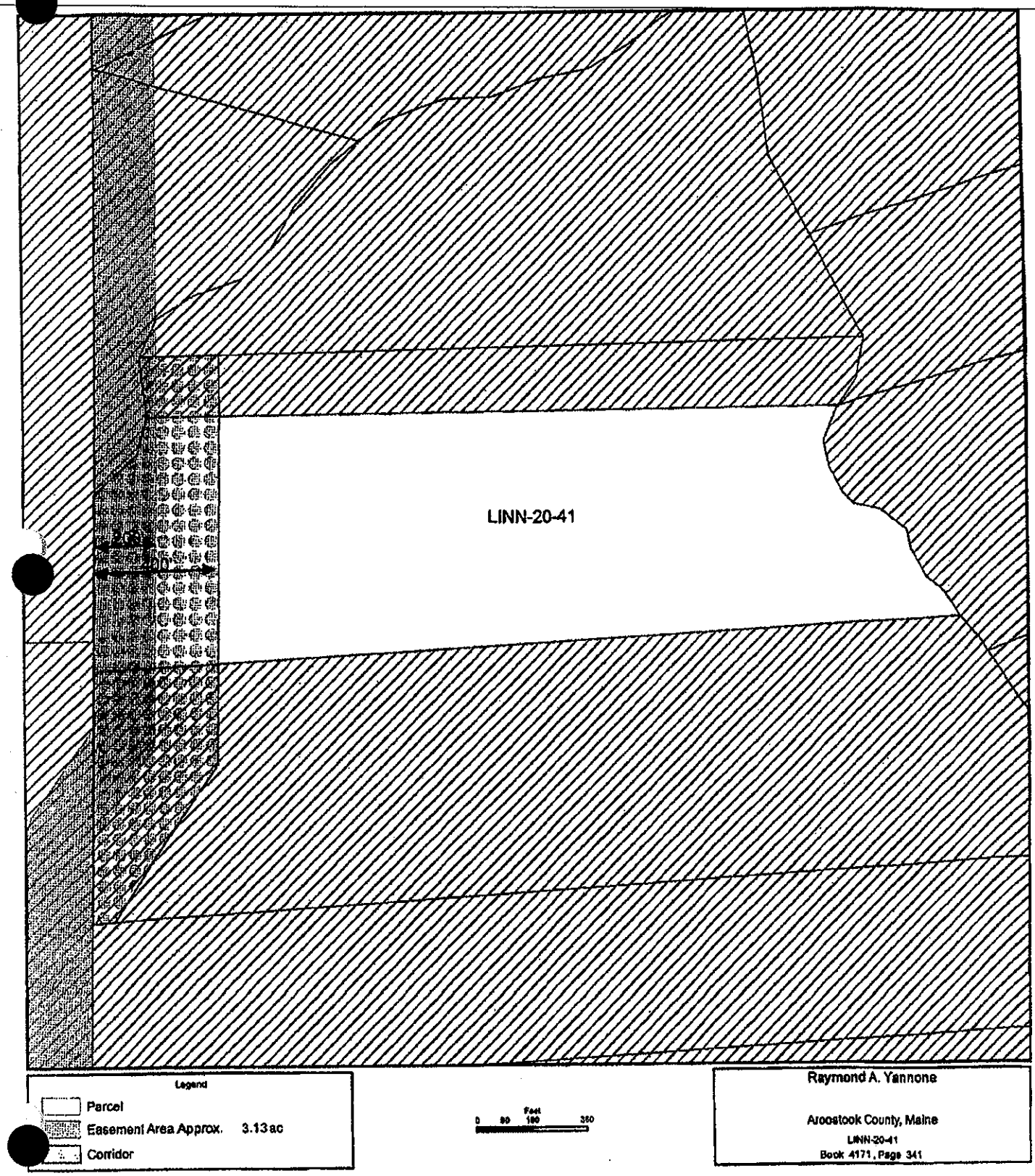


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

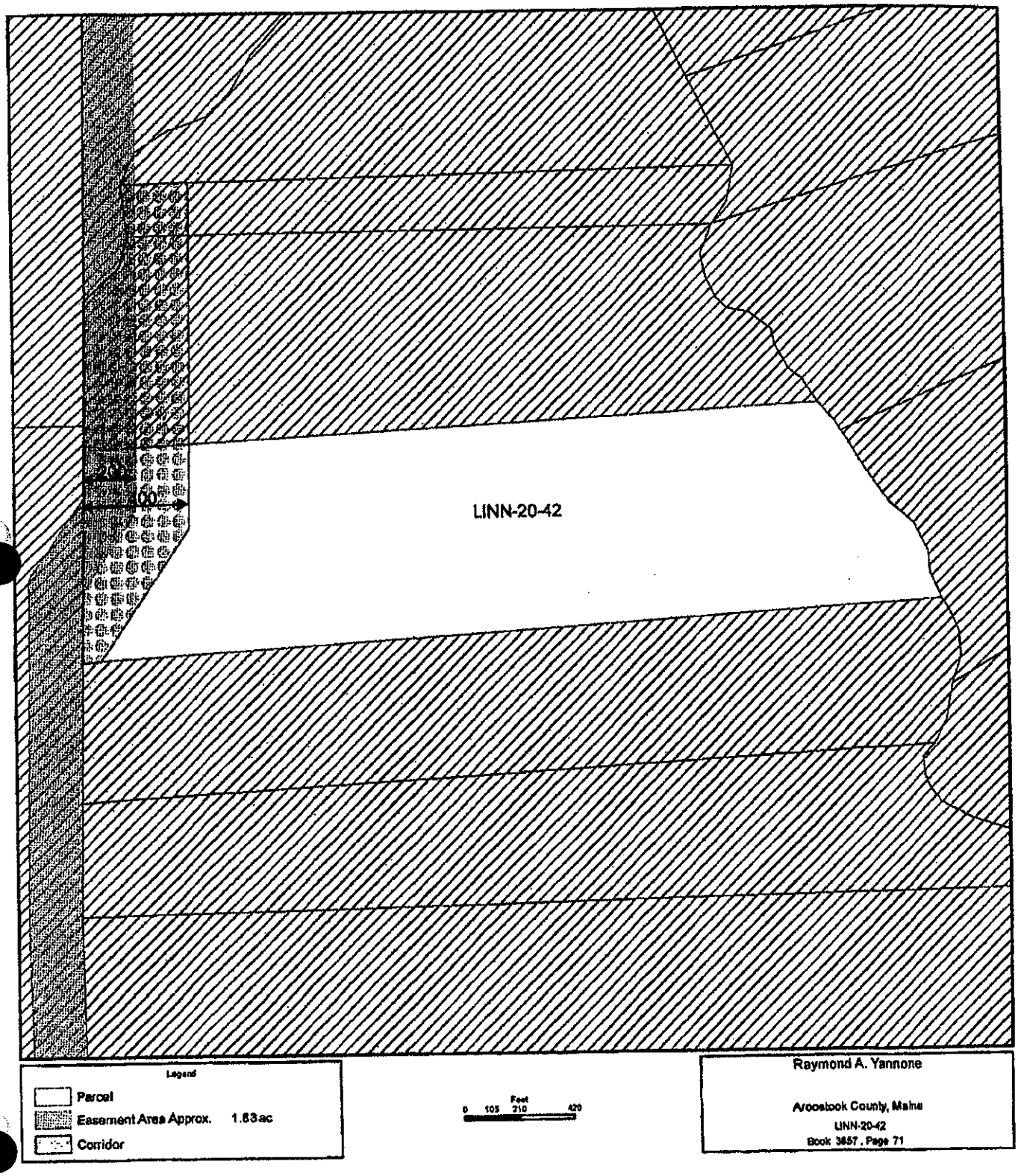


EXHIBIT C

Pre-existing Encumbrances

Received
ARDOSTOOK SS
PATRICIA F BROWN,REGISTER

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Stead Timberlands, LLC**, a Maine limited liability company, with a mailing address of 488 US Route 2, Macwahoc, Maine 04451 ("**Grantor**") and **Maine GenLead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property located in the Townships of T3 R3 WELS and T4 R3 WELS, Aroostook County, Maine, generally depicted on the T3 R3 WELS Tax Map 1 as Lot 1.4 and on the T4 R3 WELS Tax Map 1 as Lot 2.1 (the "**Land**"), and which Land is a portion of the real property conveyed to Grantor by deed listed on **Exhibit A** attached hereto and incorporated herein by reference; and

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

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

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

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

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

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

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

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

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

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

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

2. **Access Easement and Construction Access Easement**.

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

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

b. Grantor grants to Grantee with quitclaim covenant, a non-exclusive easement (the "**Construction Access Easement**") for vehicular and pedestrian ingress and egress to and from the Land, with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, from Rt. 2A on, over, across an area of land (the "**Construction Access Easement Area**"), thirty feet in width, the centerline of which shall be the road known as Beaver Brook Road located on land of Grantor within TA R2 WELS, and to the extent that Grantor has rights in any portions of extensions of such road within T4 R3 WELS, but without any covenant as to the same, also over lands of third parties, as such extensions of such road may cross and extend from TA R2 WELS to the Land, and as such road centerline may be located or relocated from time to time by Grantor or the owner of such the land. The Construction Access Easement shall be used only exercise the Construction Easement granted under Section 3 of this Agreement. The Construction Access Easement Area is generally depicted on **Exhibit C** attached hereto and made a part hereof. During Grantee's use of the Construction Access Easement, Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over the Construction Access Easement Area to the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Grantee shall have no right to relocate the Construction Access Easement granted hereunder and such Construction Access Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

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

Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

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

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be twenty-four (24) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

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

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

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

expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

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

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

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

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

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the

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

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

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

defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

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

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

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

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of

the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

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

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

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

Notice to Grantor: Stead Timberlands, LLC
488 US Route 2
Macwahoc, Maine 04451

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Stead Timberlands, LLC, has caused this instrument to be executed by its duly authorized representative this 27th day of May, 2011.

Stead Timberlands, LLC

By: Stephen Hannington
Name: Stephen Hannington
Its: Manager

STATE OF MAINE §
§
COUNTY OF Penobscot § May 27, 2011

Personally appeared the above-named Stephen Hannington, Manager of Stead Timberlands, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Attorney ~~Notary Public~~ at Law

Print Name of Notary: _____

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **Maine GenLead, LLC**, has caused this instrument to be executed by its duly authorized representative this 31st day of May, 2011.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

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

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF Suffolk §

May 31, 2011

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

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Deed conveying Land to Grantor

Warranty Deed from Hanington Bros., Inc. to Stead Timberlands, LLC dated December 26, 2002 and recorded at the Aroostook County Southern Registry of Deeds in Book 3748 Page 231.

EXHIBIT B-1

Depiction of Easement Area in T3 R3, Tax Map 1, Lot 1.4

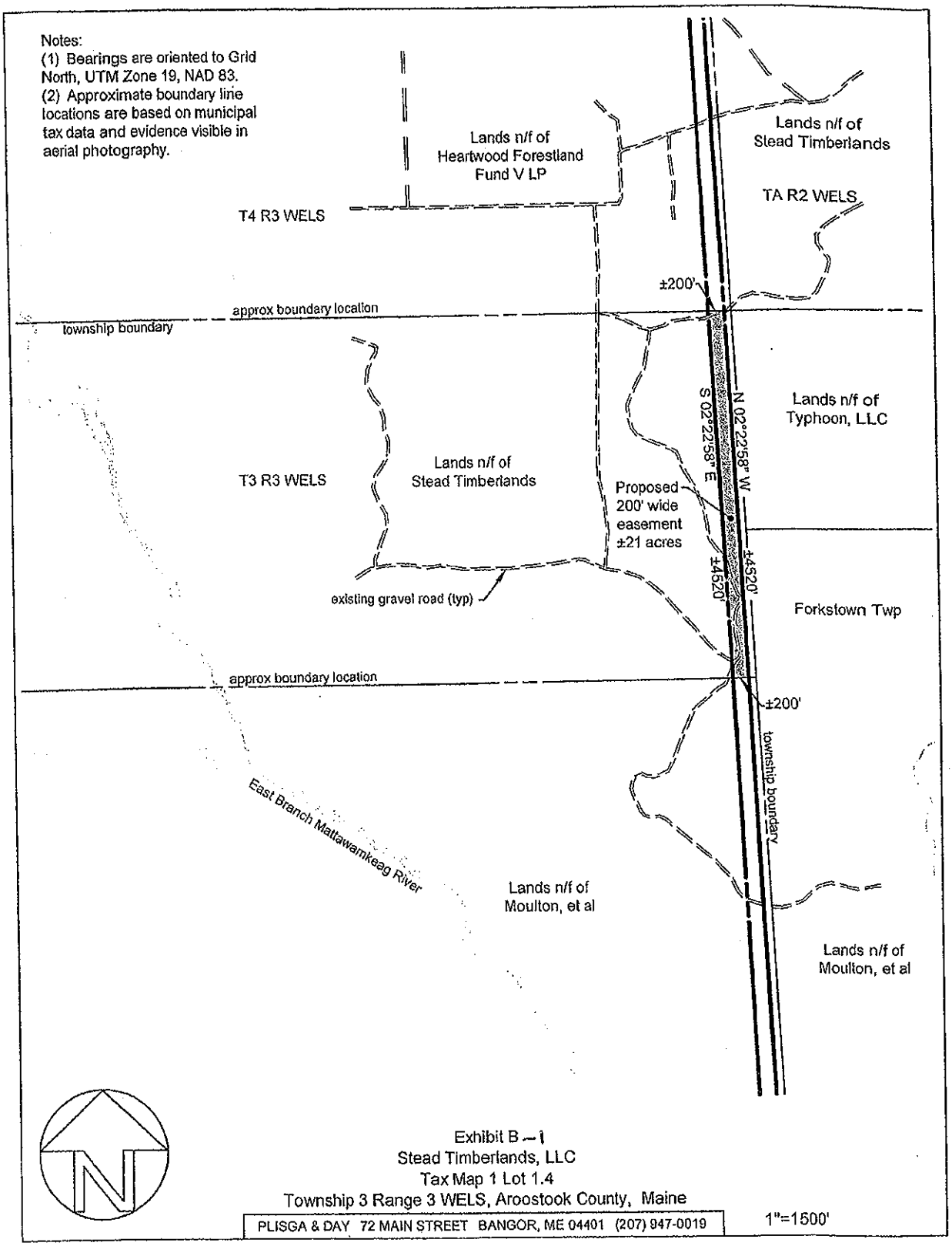


Exhibit B – 1
Stead Timberlands, LLC
Tax Map 1 Lot 1.4
Township 3 Range 3 WELS, Aroostook County, Maine

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

1"=1500'

EXHIBIT B-2

Depiction of Easement Area in T4 R3, Tax Map 1, Lot 2.1

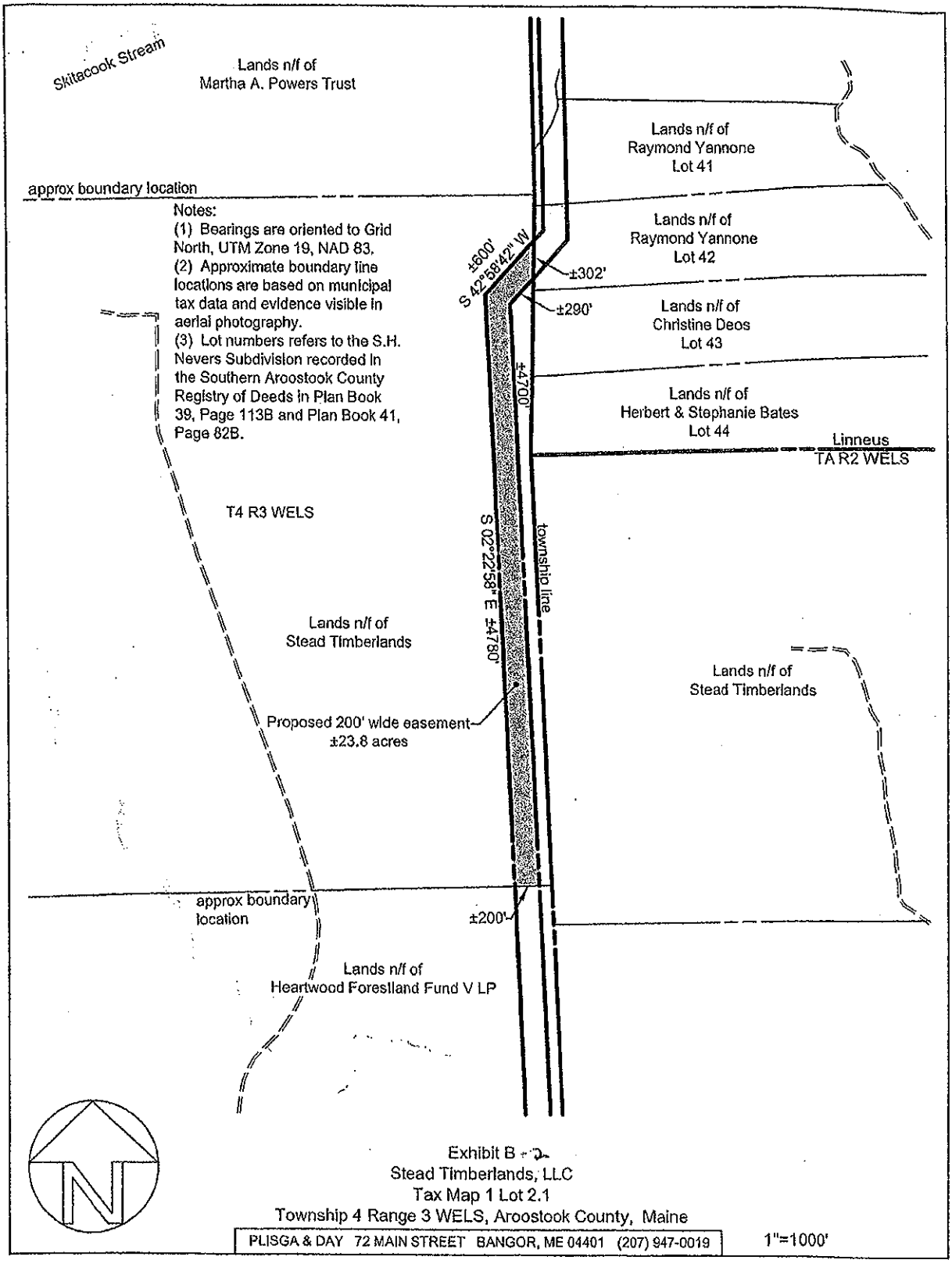
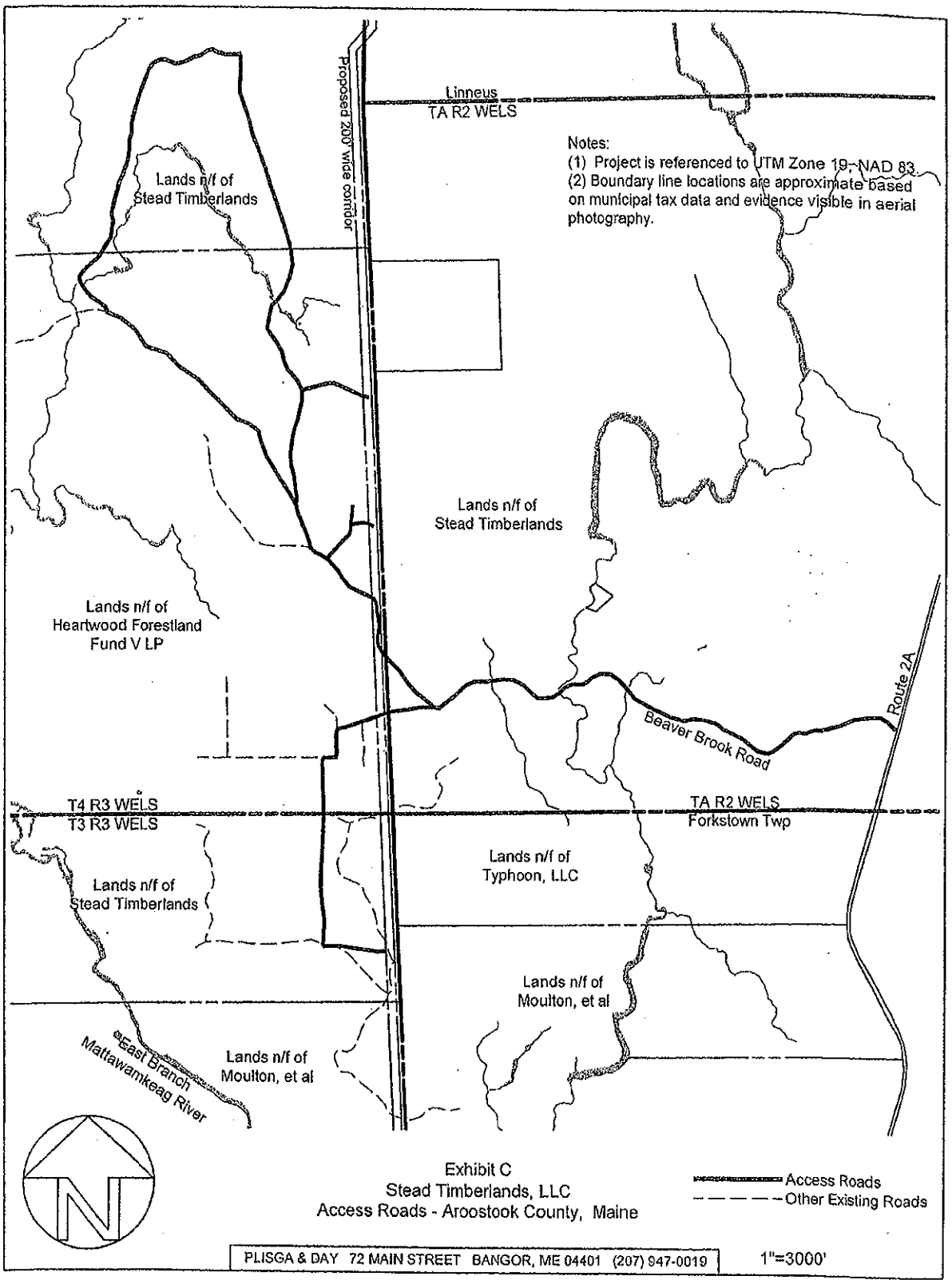


Exhibit B - 2
Stead Timberlands, LLC
Tax Map 1 Lot 2.1
Township 4 Range 3 WELS, Aroostook County, Maine

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

1"=1000'


Linneus
TA R2 WELS
Proposed 200' wide corridor
Lands n/f of
Stead Timberlands
Notes:
(1) Project is referenced to UTM Zone 19, NAD 83
(2) Boundary line locations are approximate based on municipal tax data and evidence visible in aerial photography.
Lands n/f of
Stead Timberlands
Lands n/f of
Heartwood Forestland
Fund V LP
Route 2A
Beaver Brook Road
T4 R3 WELS
T3 R3 WELS
TA R2 WELS
Forkstown Twp
Lands n/f of
Typhoon, LLC
Lands n/f of
Stead Timberlands
Lands n/f of
Moulton, et al
East Branch
Mattawamkeag River
Lands n/f of
Moulton, et al
N
Exhibit C
Stead Timberlands, LLC
Access Roads - Aroostook County, Maine
Access Roads
Other Existing Roads
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
1"=3000'

Bk 4905 Pg317 #576
01-18-2011 @ 01:54p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is made and entered as of August 23, 2010 (the "**Effective Date**"), by and between **Heartwood Forestland Fund V, L.P.**, a North Carolina limited partnership, with a mailing address of c/o The Forestland Group, LLC, P.O. Box 155, Wellsboro, PA 16901 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Reed Plantation, Macwahoc Plantation, T4 R3 WELS, County of Aroostook, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

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

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

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

2. **Transmission and Telecommunication Easement**. Grantor grants to Grantee an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for

the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on the four sketch maps attached hereto as **Exhibits B-1 through B-4** (collectively, "**Exhibit B**") as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

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

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

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

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

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

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

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

h. Notwithstanding anything to the contrary herein, Grantee may not exercise the rights and privileges granted to it under this Section 2 until the Final Extension Notice has been delivered to Grantor.

3. **Construction Easement.** Grantor hereby grants to Grantee, an irrevocable, non-exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities. Notwithstanding anything to the contrary herein, Grantee may not exercise the rights granted to it under this Section 3 until the Final Extension Notice has been delivered to Grantor.

4. **Guy Easement**. Grantor hereby grants to Grantee, an irrevocable non-exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities. Notwithstanding anything to the contrary herein, Grantee may not exercise the rights granted to it under this Section 4 until the Final Extension Notice has been delivered to Grantor.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be twelve (12) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

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

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

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

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

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Extension Notice, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Extension Notice. The final locations and routes of, and areas subject to, the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Extension Notice. Grantee shall have the right,

without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

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

a. Grantor represents and warrants that it has full power and authority to grant the Easements set forth herein and the rights and easements conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements arising by, through or under Grantor, but not otherwise and except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). Grantor agrees to use best efforts to clear any title defect(s) arising by, through or under Grantor that materially impairs the ability of Grantee to utilize the Easements granted hereby, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder. If Grantee determines, in its sole discretion, at any time prior to the Final Extension Notice that any title defect(s) impairs the ability of Grantee to utilize the Easements granted hereby, whether such title defect arises by, through or under Grantor, or prior to Grantor's acquisition of the Land, then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

b. Grantor represents and warrants that all taxes and other assessments assessed for other than the current municipal year have been paid.

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

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

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

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; provided, however, in no event shall Grantor be liable to Grantee for monetary damages in excess of the aggregate amount of payments received from Grantee, nor shall Grantor be liable for any exemplary, punitive or consequential damages. .

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement prior to delivery of the Final Extension Notice, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause set forth in this paragraph is for convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default prior to delivery of the Final Extension Notice. If Grantee fails to comply with the terms of this Agreement after delivery of the Final Extension Notice, then Grantor shall be entitled to pursue any and all remedies available at law or equity.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all

or any part of the Easements. These various security interests in all or a part of the Easements are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to the Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In the event that there is more than one Mortgagee, Grantee will provide a single contact to receive and distribute notices on behalf of all Mortgagees. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), or any or all of the rights, privileges and easements herein conveyed, in whole or in part, to any affiliates of Grantee, to a public utility or to Grantee's lender (each, an "**Assignee**"). Assignments to other persons or entities shall require the consent of Grantor, which shall not be unreasonably withheld. A complete Assignment by Grantee of all of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

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

16. **Indemnity by Grantee**.

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

b. Grantee is specifically prohibited from undertaking any of the following activities without the express written authorization of Grantor, which permission may be withheld at Grantor's discretion: (i) setting any fire for any reason whatsoever; (ii) constructing any dam or changing the location or flow of any river, stream or other watercourse; (iii) introducing or using any hazardous substance on the Land in violation of any applicable law; or (iv) failing to comply with all applicable environmental and industrial hygiene laws, rules, and regulations regarding the Land.

c. Grantee shall at all times (i) comply with all applicable federal, state and local laws, rules and regulations relating to the performance of its activities on the Land, including, without limitation, all permits issued pursuant thereto; (ii) make available to Grantor copies of all permits, licenses and governmental approvals applicable to Grantee's operation on the Land; (iii) post all surety bonds required by any political subdivision, and (iv) indemnify and save harmless Grantor from any liability, claims or demands arising out of and attributable to the failure of Grantee, its employee, agents or contractors to observe any applicable laws, rules or regulations. In addition, Grantee shall comply with any and all covenants, conditions, permits, approvals and restrictions affecting the Land to which Grantor has given Grantee written notice or which are a matter of public record.

d. Grantee shall maintain, at Grantee's sole cost at all times during the term of this Agreement the insurance coverages set forth below with companies satisfactory to Grantor with policy limits in amounts not less than those applicable for such coverages as set forth. A certificate naming Grantor as an additional insured, evidencing coverages shall be delivered to Grantor on or before the Effective Date. Such certificate shall provide that any change restricting or reducing any such coverage or the cancellation of any policy under which any such certificate is issued shall not be valid as respects the Grantor's interest therein until the Grantor has received thirty (30) days' notice in writing of such change or cancellation:

A. **Worker's Compensation and Occupational Disease Disability Insurance** – if Grantee has employees, as required by the laws of the State of Maine;

B. **Comprehensive Automobile Liability Insurance** - covering owned, non-owned and hired vehicles with limits of liability of not less than $1,000,000 combined single limit for Bodily Injury and property damage claims;

C. **Comprehensive General Liability Insurance** - including broad contractual liability, damage to underground property and collapse of structures with limits of liability of not less than $1,000,000 combined single limit for bodily injury and property damage claims; and

D. **Excess (Umbrella) Liability Insurance** - over Comprehensive General Liability and Automobile Liability insurance coverage afforded by the primary policies described above with minimum limits of $4,000,000 excess of the specific limits.

Each policy shall be endorsed to provide waiver of subrogation rights in favor of Grantor, its subsidiaries and affiliates, and all other parties owning an interest in the Land. Failure of Grantee to keep the required insurance policies in full force and effect during the term of this Agreement shall constitute a breach hereof and Grantor shall have the right, in addition to any other rights, to immediately cancel and terminate this Agreement without further cost to Grantor.

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

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given when delivered to the Party or person intended by (i) certified mail, or (ii) national overnight courier received by the Party or person intended. Notices shall be addressed as follows:

Notice to Grantor: Heartwood Forestland Fund V, L.P.
c/o The Forestland Group, LLC
P.O. Box 155
Wellsboro, PA 16901

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

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

business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

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

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

21. **Modification or Waiver**. This Agreement may not be amended or modified in any respect except by an instrument in writing signed by both parties hereto. Waiver of any term or condition hereof shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition hereof.

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

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

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

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

26. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing

authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **HEARTWOOD FORESTLAND FUND V, L.P.**, has executed this instrument this 16th day of August, 2010.

Heartwood Forestland Fund V, L.P.

By: **Heartwood Forestland Advisors V, LLC**
its general partner

By: **The Forestland Group, LLC**
its Manager

By: _____
Its: V.P. Operations

COMMONWEALTH OF VIRGINIA §
§
COUNTY OF WASHINGTON §

August 16, 2010

Personally appeared the above-named Michael A. Hincher, Vice President of The Forestland Group, LLC and acknowledged the foregoing instrument to be the free act and deed of Heartwood Forestland Fund V, L.P.

Before me,

_____
Notary Public

Print Name of Notary: Tammy R. McKinnon

TAMMY R. McKINNON
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #168556

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 23rd day of August, 2010.

MAINE GENLEAD, LLC

By: Maine Wind Holdings, LLC
Its: Member

By: E W Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § Aug. 23, 2010

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

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Deed to Grantor

Quitclaim with Covenant Indenture Deed dated May 19, 2005 by and between Fraser Timber Limited, a Maine Corporation and Heartwood Forestland Fund V Limited Partnership, a North Carolina limited partnership, recorded May 20, 2005, in Book 4124, Page 1, at the Aroostook County Registry of Deeds.

EXHIBIT B – 1

Depiction of Transmission and Telecommunication Easement & Access Easement

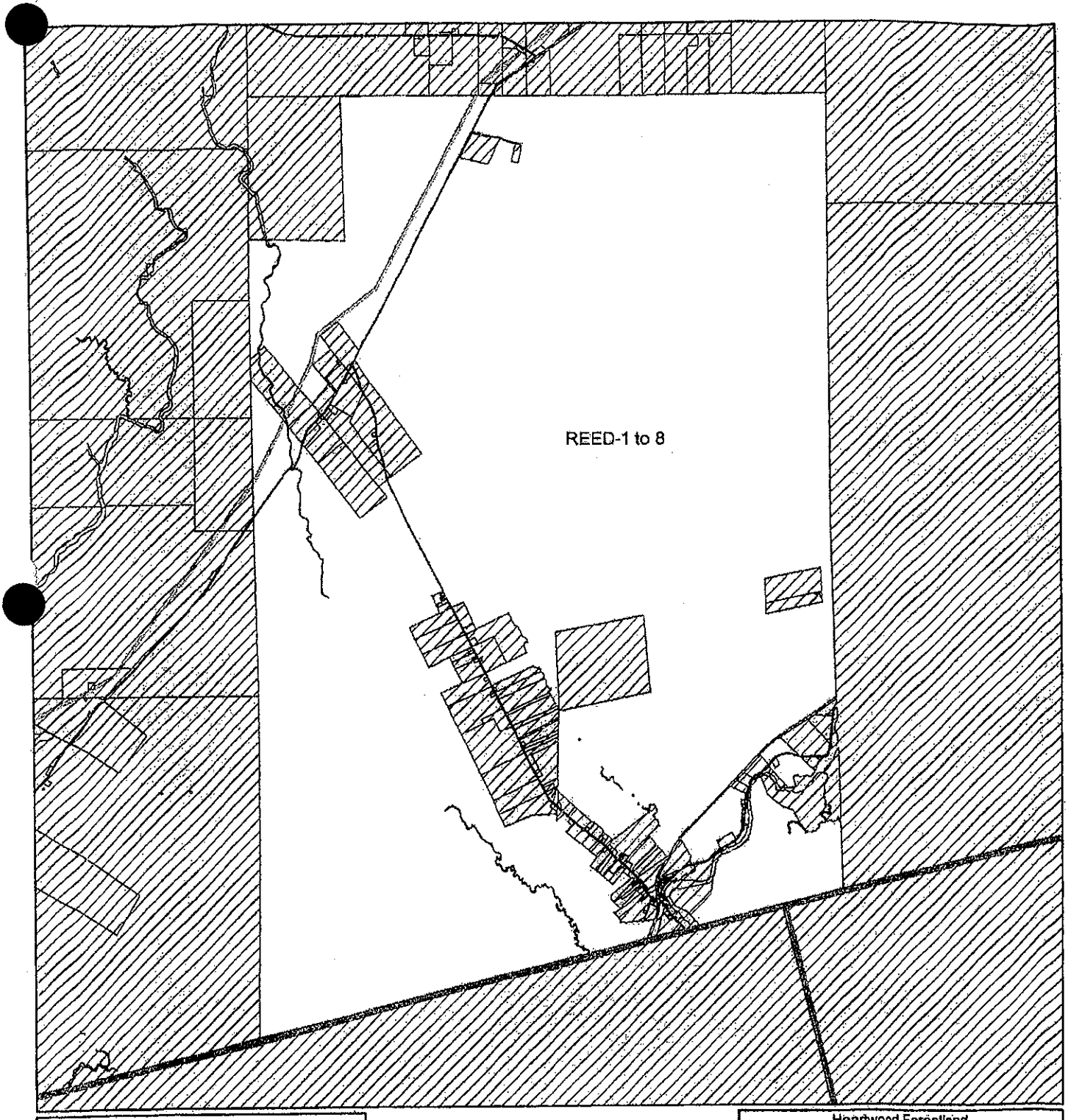


EXHIBIT B-2

Depiction of Transmission and Telecommunication Easement & Access Easement

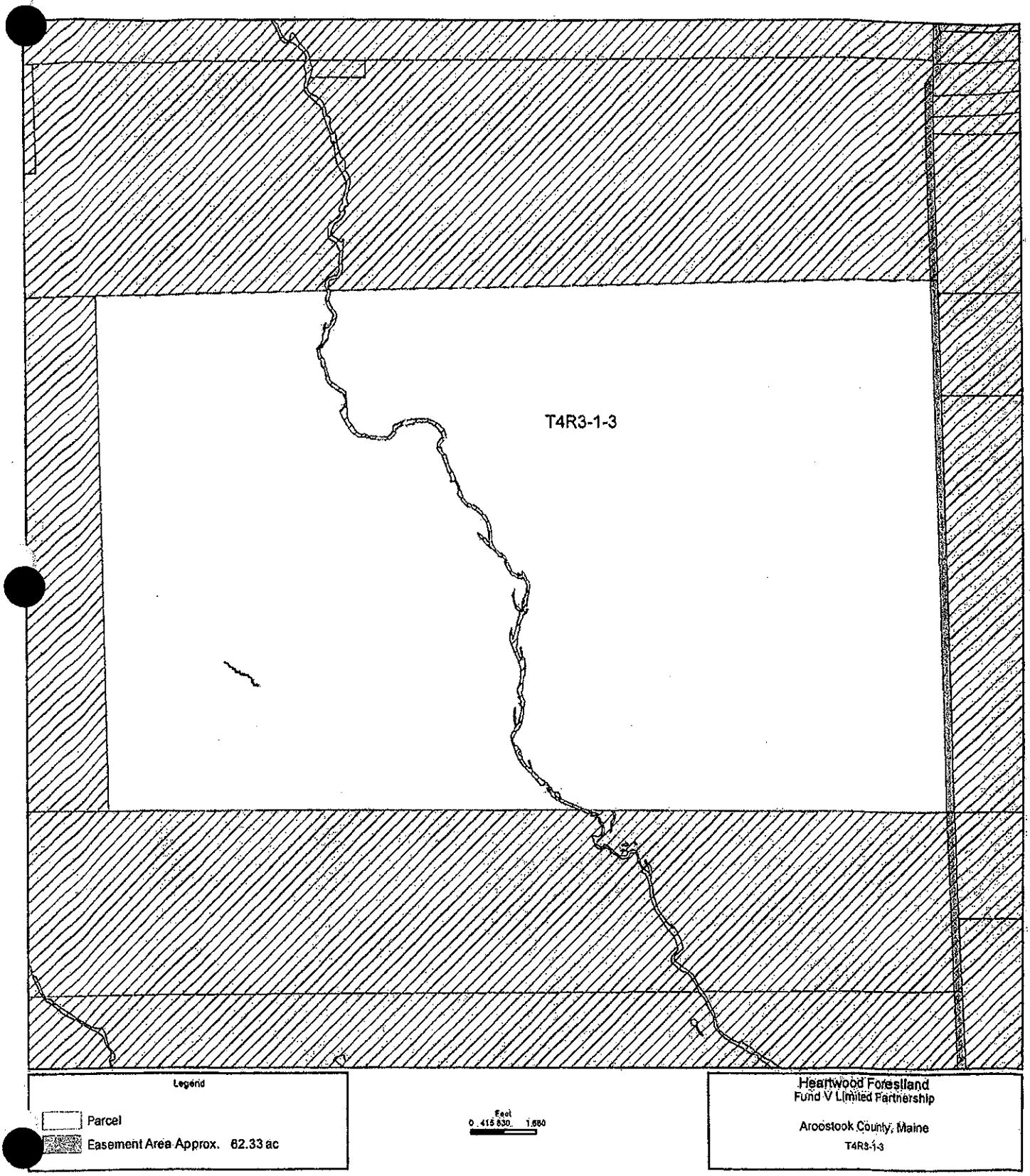


EXHIBIT B-3

Depiction of Transmission and Telecommunication Easement & Access Easement

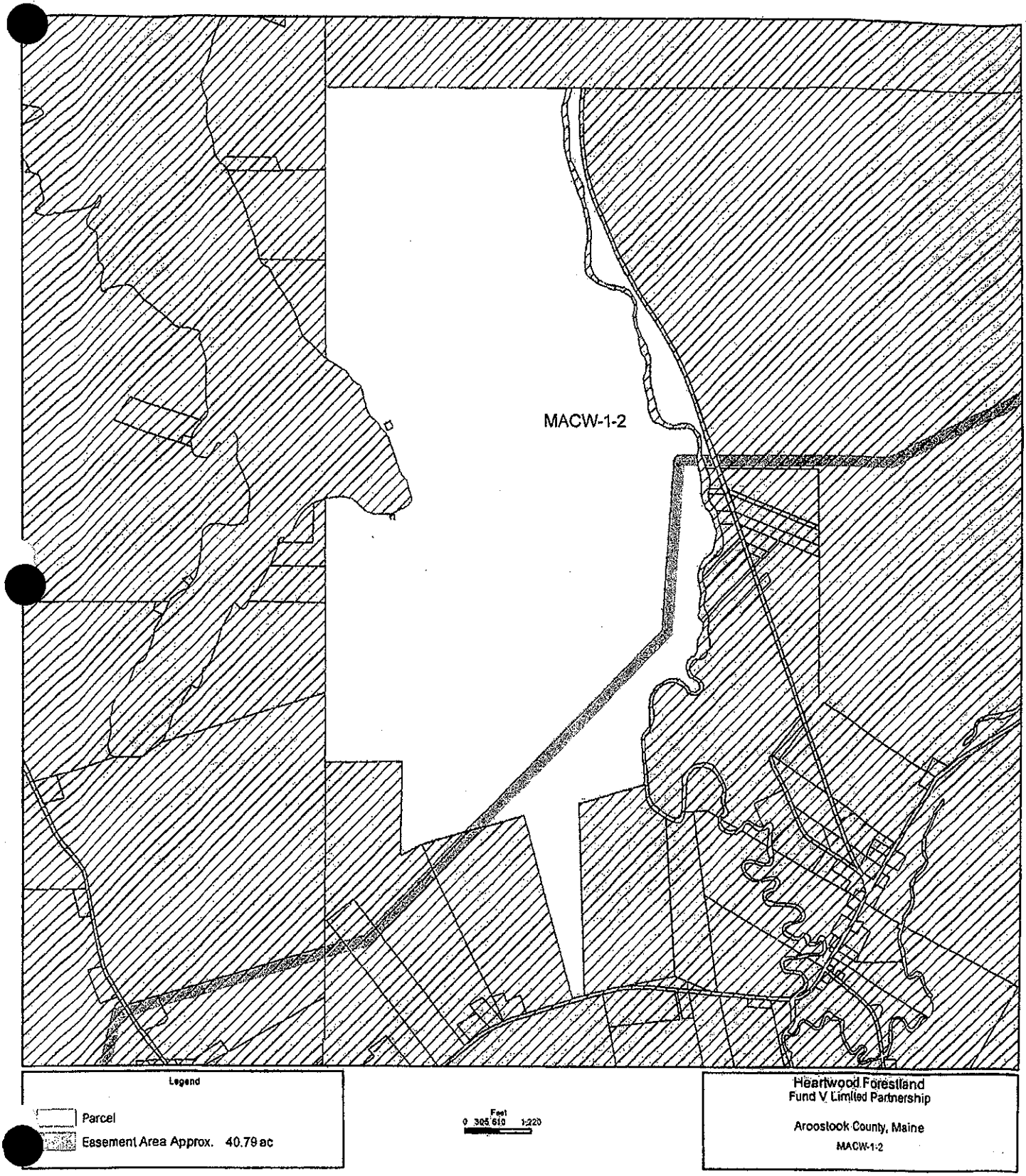


EXHIBIT B - 4

Depiction of Transmission and Telecommunication Easement & Access Easement

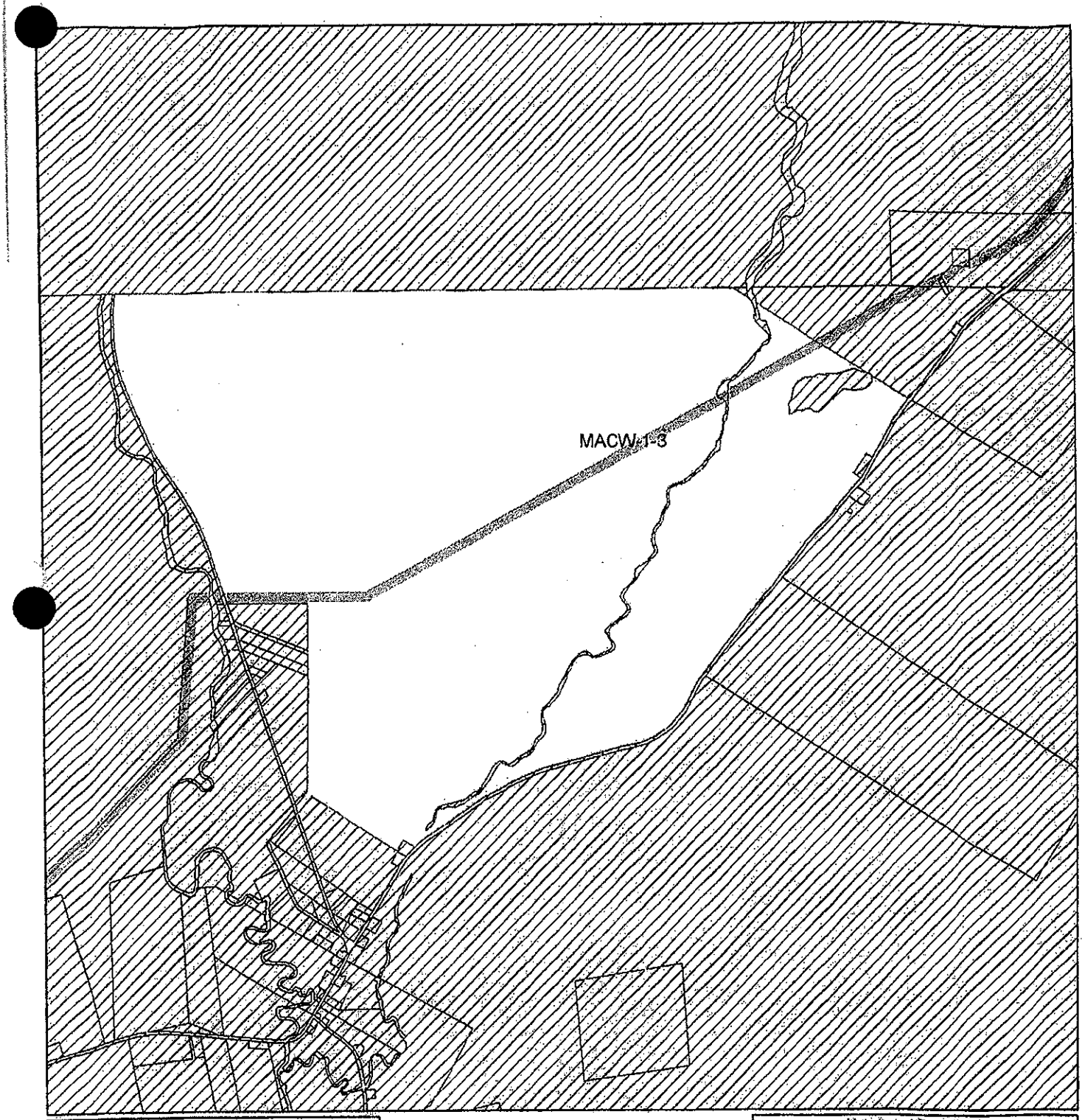


EXHIBIT C

Pre-existing Encumbrances

All those Standard and Special Exceptions to Coverage set forth in that certain Owner's Title Insurance Policy, No. 74106-186907, issued to Grantor by Bigelow Title Insurance Company, dated May 20, 2005, to the extent that such Exceptions apply to those portions of the Land subject to the Easements granted under this Transmission Easement Agreement. The terms "Land" and "Easements" shall be as defined in the Transmission Easement Agreement.

Received
AROOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4922 Ps101 #2481
03-17-2011 @ 02:00p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **RMM LAND COMPANY,** a Maine corporation, with a principal place of business in Portland, State of Maine, **MOULTON-EMERY TIMBERLANDS, INC.**, a Maine corporation, with a principal place of business in Bangor, Maine, **GARDNER N. MOULTON, Trustee of the GARDNER N. & BONNIE R. MOULTON REALTY TRUST under Declaration of Trust dated December 20, 1983,** of Bangor, State of Maine, **MMM TIMBERLANDS LIMITED LIABILITY COMPANY**, a Maine limited liability company, with a principal place of business in Acton, Commonwealth of Massachusetts, **MICHELLE E. DUSTIN**, an individual, of Saco, State of Maine, **MARK REAGAN McKEE**, an individual, of Allston, Commonwealth of Massachusetts, **MICHAEL MERROW McKEE**, an individual, of Bernard, State of Maine, **McKEE TIMBERLANDS, LLC**, a Maine limited liability company, with a principal place of business in Johns Island, State of South Carolina, **MARGARET M. BROWN**, an individual, of Orrington, State of Maine, **ROBERT M. McKEE**, an individual, of Lincolnville, State of Maine (collectively, "**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in T3 R3 WELS, Aroostook County, Maine and the Township of Mattawamkeag, Penobscot County, Maine described in those deeds recorded in the Aroostook and Penobscot Counties Registry of Deeds (the "**Registry of Deeds**") which are listed on **Exhibit A** attached hereto; and

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

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

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, exclusive easement in gross (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities to transmit up to 115kV of electrical power of and Telecommunication Facilities on, over, across, along and under that portion of the Land described on **Exhibits B-1 and B-2** attached hereto and generally depicted on **Exhibits B-3 and B-4** attached hereto (collectively, "**Exhibit B**") as the "Proposed 200' wide easement" (hereinafter the "**Easement Area**"). Grantee shall have the right to increase the scope of the easements hereby conveyed to transmit in excess of 115kV of electricity, by paying additional consideration, as provided in Section 1(h.) below and the parties' separate

Compensation Agreement of even date herewith. **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

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

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

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

d. The right to construct such roads and trails within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across land of Grantor by means of roads designated for such access on **Exhibit B**.

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

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

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

h. Notwithstanding anything to the contrary herein, Grantee may not exercise the Transmission and Telecommunication Easement rights granted to it under this Section 1 until Grantee has delivered the Final Extension Notice and paid the Final Easement Payment to Grantor as provided in Section 4.

i. Upon Grantee's payment of additional consideration, as provided in the parties' separate Compensation Agreement of even date herewith, the easements hereby granted may be extended, to the extent permitted by applicable federal, State and local laws, statutes, ordinances, orders, rules and regulations, to increase the electrical power transmission capacity under the Transmission and Telecommunication Easement granted hereunder in excess of 115kV. Upon each such payment Grantors and Grantee shall execute an amendment to this Easement Agreement, or a new separate easement agreement (subject to the limitations and reservations herein) in recordable form, confirming the expansion of the easements granted hereunder.

2. **Access Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of designated roads depicted on **Exhibit B** as of the Effective Date. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road or use a road hereafter constructed by Grantors on the Land, it shall first obtain the written approval of the location of the road from Grantor in recordable form, which approval shall not be unreasonably withheld. Grantee shall bear the cost of preparation and registry of deeds recording of amendments to this Agreement, which extend the Access Easement to additional roads.

Grantor reserves the right to relocate, repair, reconstruct or improve and maintain all roads subject to the Access Easement to the extent that Grantor may deem appropriate. Grantor shall be under no obligation to maintain or improve the roads, or road improvements (such as ditches, culverts, and bridges), or to share in the costs of any improvements of Grantee (unless otherwise agreed in writing by the parties). Nothing herein shall restrict the Grantor's right to relocate any road or portions thereof which are subject to the Access Easement, provided that the terms of this Agreement relating to the Access Easement shall apply to the road or portions thereof as they may be relocated from time to time. Grantor shall bear the cost of preparation and registry of deeds recording of amendments to this Agreement confirming Access Easement relocations required by Grantor.

Although it is not obligated to maintain any Access Easement road or roadway improvements to a particular standard for the benefit of Grantee, Grantor anticipates maintaining the roads in the ordinary course of business to provide access to the lands of Grantor and others. Grantee, and its successors and assigns, shall be obligated to share in reasonable maintenance

and repair costs incurred by Grantor to maintain Access Easement Roads to a standard customary in the Northeast for timber hauling, in an amount calculated to reflect a reasonable allocation of costs commensurate with the parties' respective use levels of each road. Grantor and Grantee further agree, for themselves and their successors and assigns, to negotiate in good faith regarding the allocation of such costs among them; provided, however, that failure to reach a negotiated agreement shall not relieve Grantee of its contribution obligations. Grantee may maintain and repair all Access Easement roads and road improvements used by Grantee, but shall have no claim for contribution from Grantor for such activities unless (a) it has first provided Grantor (i) advance notice of the proposed work (at least 30 days before commencement), and (ii) an opportunity to undertake the work (or to contract with third parties to perform the same), and (b) Grantor has agreed to its share of the maintenance and repair costs. None of the agreements herein relative to maintenance and repair costs shall limit or modify any right of contribution the parties may have against third parties.

Grantee will not suffer or permit any mechanic's or materialman's lien to be filed against the Land, for or purporting to be for, labor and materials supplied to, or at the instance of, or for the benefit of, Grantee or any contractor or subcontractor employed, or claiming to be employed by Grantee.

Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

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

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

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

Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

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

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

6. **Representations and Warranties of Grantor**.

a. Title is subject to the matters listed on **Exhibit C** ("**Pre-existing Encumbrances**") The term "quitclaim covenant" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. Subject to Section 7 below, Grantor shall not further encumber the Land except with financing instruments granted to Grantor's lenders. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to cause any holders of mortgages on the Easement Area to consent to the granting of these Easements, and to provide Grantee and Grantor written confirmation in recordable form that the interests of any mortgagee and its successors and assigns shall remain subject to the Easements in the event of foreclosure, a deed in lieu of foreclosure, or other enforcement action by any such mortgagee.

b. Grantor represents and covenants that there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land that would prevent or impair Grantee's exercise of the Easements granted hereunder or Grantor's performance of its obligations under this Agreement.

7. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross, and to grant easements to cross and recross, the Easement Area along all existing roads and with utility lines as may be necessary or convenient in serving land of Grantor and others, and shall have the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's Transmission and Telecommunication Facilities constructed or to be constructed on the Easement Area; (iii) that such activities, whether by Grantor or third parties, will not breach the conditions or requirements imposed by permitting agencies with respect to the use of the Easement Area or prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not cut or remove timber or install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed and any cutting or removal of timber will be consistent with the conditions or requirements imposed by Grantee's permitting agencies. Existing crossings to be used by Grantors shall be depicted on the Survey and incorporated into **Exhibit B**. In the case of future crossings constructed by Grantors, the parties agree to execute and record, at the request of either party and at the requesting party's sole expense, an amendment to **Exhibit B**, depicting such crossing locations. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area or the conditions or requirements imposed by Grantee's permitting agencies, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National

Electrical Safety Code. Without limiting the foregoing, Grantor may continue harvesting trees and engage in other natural resource exploitation within Access Easement areas on Grantor's Land, provided that such harvesting and mining does not materially interfere with Grantee's use thereof.

8. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection or maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

9. **Grantor Default**. If Grantor fails to comply with the material terms of this Agreement and such failure continues for thirty (30) days after Grantee's written notice to Grantor specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), Grantee shall be entitled not only to monetary damages, but also due to the location of the Land, certain equitable remedies, since a default could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. In no event shall Grantor be liable for exemplary, punitive or consequential damages.

10. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 4 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 4 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 4), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu

of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

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

12. **Assignment**. Grantee shall have the right, without Grantor's consent, to assign to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

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

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

those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

Without limiting any rights or remedies otherwise available to Grantor, Grantee agrees to hold harmless and indemnify Grantor and its affiliates and their respective directors, officers, employees and agents, from and against all claims, demands, penalties, fines, liabilities, costs and expenses, including without limitation, reasonable attorneys fees and/or costs to clean up or remediate Hazardous Materials on, from or affecting Grantor's land (collectively, "Liabilities") arising from Grantee's exercise of any of the rights granted herein, including, but not limited to any Liabilities resulting from violations by Grantee of federal, state or local environmental laws or other laws, orders, permits or regulations. The foregoing indemnification shall include, without limitation, Liabilities arising out of or in any way related to, the presence, disposal, release, or threatened release of any Hazardous Materials on, from or affecting the Easement Area or Grantor's remaining property as a result of Grantee's activities. For purposes of this paragraph, the term "Hazardous Materials" includes, without limit, any hazardous or toxic materials, waste or substances, oil or petroleum products, or related materials; including without limitation as the same are defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42. US.C. Section 6901, et seq.), applicable Maine Statutes (including 38 M.R.S.A. Section 561, et seq., 38 M.R.S.A. Section 1361, et seq., 38 M.R.S.A. Section 1301, et seq.; and 38 M.R.S.A. Section 1317, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

15. **Insurance**. Grantee agrees to provide and maintain, the following insurance in connection with its use of the foregoing Easements:

a) Worker's Compensation – Statutory Limits (no exemptions)

i) Employer's Liability - $1,000,000 minimum coverage

b) Commercial General Liability - $2,000,000 Combined Single Limit written on an occurrence basis

i) Contractual Liability - $2,000,000

c) Automobile Liability - $1,000,000 Combined Single Limit including all owned, non-owned and hired vehicles.

16. **Conditions of Use.** Grantee covenants and agrees that:

a. Grantee's use of the easements shall be at the sole risk of Grantee.

b. Before commencing any construction, Grantee shall commission environmental assessments of the Easement Area (at a minimum, in accordance with applicable ASTM standard practices for a Phase I Environmental Assessment), and provide copies of the assessments to Grantor. The assessments so produce shall constitute baseline data which will assist the parties in determining the existence and nature of environmental conditions existing

prior to initial construction of Grantor's Transmission Facilities and Telecommunication Facilities within the Easement Area, and in making determinations as to the nature and extent of the parties' respective obligations hereunder, as may be supplemented upon such further environmental assessment as either party may conduct with respect to activities and conditions arising after the date hereof.

c. All activities of Grantee shall be conducted in full compliance with all requirements of Federal, State, and local laws, including, but not limited to Federal and State labor and employment laws, workers' compensation laws, laws pertaining to occupational safety and health, and laws pertaining to environmental protection and forest practices.

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

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

Notice to Grantor:
Prentiss & Carlisle Management Co., Inc.
Attention: President
107 Court Street
Bangor, ME 04401

Notice to Grantee:
Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the

jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Provided that Grantee bears the cost of document preparation, the reasonable costs of review by Grantor's attorney, recording and other associated costs, Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

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

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

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

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

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

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

26. **Effective Date.** The "Effective Date" shall be the sooner of the date on which Grantee records this Agreement in the Registry of Deeds or 60 days following Grantor's execution.

27. **Taxes & Tree Growth Program.** For so long as the Easements remain in force, Grantee shall be responsible to pay any real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Easement Area and Grantee's Transmission Facilities, including any "tree growth" withdrawal penalty or land use conversion tax penalty, arising from the grant of the Easements hereunder or Grantee's exercise of the rights granted hereunder. The Easement Area is part of the larger parcels. Until separate tax bills become available for the Easement Area, Grantee shall be responsible for the taxes assessed to the Easement Area based upon the following formula: [Acres in Easement Area x taxing authority's per acre ad valorem value applicable to the Easement Area x the applicable mil rate], and the amount of taxes attributable to Grantee's improvements. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax map lot designation for the Easement Area if such division is reasonably available.

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **RMM LAND COMPANY**, has caused this instrument to be executed by its duly authorized representative this 24th day of August, 2010.

RMM LAND COMPANY,
a Maine corporation

By: Edward C Moulton
Edward Moulton, President

STATE OF MAINE §
§
COUNTY OF Cumberland § Aug. 24, 2010

Personally appeared the above-named Edward Moulton, President of RMM LAND COMPANY and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

Lisa M Lundberg
Notary Public

Print Name of Notary: LISA M. LUNDBERG
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 9, 2014

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MOULTON-EMERY TIMBERLANDS, INC.**, has caused this instrument to be executed by its duly authorized representative this 26th day of August, 2010.

MOULTON-EMERY TIMBERLANDS, INC.,
a Maine corporation

By: _____
Stephen T. Emery, President

STATE OF MAINE §
§
COUNTY OF Penobscot § August 26, 2010

Personally appeared the above-named Stephen T. Emery, President of MOULTON-EMERY TIMBERLANDS, INC. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me, LISA A. SILVA
Notary Public - State of Maine
My Commission Expires July 29, 2013

Lisa A. Silva
Notary Public

Print Name of Notary: Lisa Silva

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Gardner N. Moulton, Trustee of the Gardner N. Moulton & Bonnie R. Moulton Realty Trust under Declaration of Trust dated December 20, 1983, has executed this instrument this 23 day of August, 2010.

GARDNER N. MOULTON & BONNIE R. MOULTON REALTY TRUST

By: _____
Gardner N. Moulton, Trustee

STATE OF Maine §
§
COUNTY OF Penobscot § 23 August, 2010

Personally appeared the above-named Gardner N. Moulton, Trustee of the GARDNER N. MOULTON & BONNIE R. MOULTON REALTY TRUST under Declaration of Trust dated December 20, 1983 and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

_____
Notary Public

Print Name of Notary: _____

MICHELLE M. CROCKER
NOTARY PUBLIC
MAINE
COMMISSION EXPIRES AUGUST 21, 2014
COMMISSION # 50466

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MMM TIMBERLANDS LIMITEDLIABILITY COMPANY**, has caused this instrument to be executed by its duly authorized representative this 26th day of August, 2010.

MMM TIMBERLANDS
LIMITED LIABILITY COMPANY,
a Maine limited liability company

By: Virginia M. Deering
Virginia M. Deering, Manager

STATE OF Maine §
§
COUNTY OF Penobscot § August 26, 2010

Personally appeared the above-named Virginia M. Deering, of MMM TIMBERLANDS LIMITED LIABILITY COMPANY and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said company.

Before me,

Jennifer Deane
Notary Public

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MICHELLE E. DUSTIN,** has executed this instrument this 25 day of August 2010.

Michelle E. Dustin

STATE OF MAINE §
§
COUNTY OF Cumberland § August 25, 2010

Personally appeared the above-named MICHELLE E. DUSTIN and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Print Name of Notary: Edward S. Kellogg

Edward S. Kellogg
Notary Public
My Commission Expires
October 21, 2014

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MARK REAGAN McKEE,** has executed this instrument this 25th day of August, 2010.

Mark Reagan McKee

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF Suffolk § August 25, 2010

Personally appeared the above-named MARK REGAN McKEE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

JANICE DIANNE PERRY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 22, 2013

Print Name of Notary: Janice Dianne Perry

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MICHAEL MERROW McKEE,** has executed this instrument this 30th day of August, 2010.

Michael Merrow McKee

STATE OF MAINE §
§
COUNTY OF Penobscot § August 30, 2010

Personally appeared the above-named MICHAEL MERROW McKEE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: JENNIFER M. DEANE
Notary Public - State of Maine
My Commission Expires January 27, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **McKEE TIMBERLANDS, LLC,** has caused this instrument to be executed by its duly authorized representative this 2nd day of September, 2010.

McKEE TIMBERLANDS, LLC,
a Maine limited liability company

By: _____
A. James McKee, Jr., General Manager

STATE OF South Carolina §
§
COUNTY OF Charleston § Sept. 2, 2010

Personally appeared the above-named A. James McKee, Jr. of McKEE TIMBERLANDS, LLC and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said company.

Before me,

_____
Notary Public

Print Name of Notary: Valerie Green

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MARGARET M. BROWN,** has executed this instrument this 27 day of August, 2010.

Margaret M. Brown

STATE OF Maine §
§
COUNTY OF Penobscot § August 27, 2010

Personally appeared the above-named MARGARET M. BROWN and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public - State of Maine
My Commission Expires January 27, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **ROBERT M. McKEE,** has executed this instrument this 30th day of August, 2010.

Robert M. McKee

STATE OF Maine §
§
COUNTY OF Kennebec § 8-30, 2010

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

Before me,

Jeannine Y. Lapointe
Notary Public

Print Name of Notary: _____

JEANNINE Y. LAPOINTE
Notary Public • Maine
My Commission Expires September 5,2010

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 8th day of October, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

~~STATE~~ Commonwealth of Massachusetts §
§
COUNTY OF Suffolk § Oct. 8, 2010.

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

Before me,

Notary Public

Print Name of Notary: _____

ARTHUR J. SNELL
MY COMMISSION EXPIRES OCT. 8, 2015
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between RMM Land Company, et al., as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, Grantee

1. Deed of Distribution by Personal Representative (Testate) dated June 25, 2001, by and between Robert M. McKee, Personal Representative of the Estate of Richard M. McKee and Michelle E. Dustin, Mark Reagan McKee, Michael Merrow McKee, recorded July 12, 2001, in Book 3533, Page 71, at the Registry of Deeds, Aroostook County, Maine. (T3 R3 WELS-1-1-1).

2. Quitclaim Deed with Covenant dated February 20, 1997, by and between Virginia M. Deering and MMM Timberlands Limited Liability Company, a Maine limited liability company, with quitclaim covenants, recorded April 18, 1997, in Book 3003, Page 130, at the Registry of Deeds, Aroostook County, Maine. (T3 R3 WELS-1-1-1)

3. Quitclaim Deed with Covenant dated December 20, 1996, by and between James McKee, Jr. and McKee Timberlands, LLC, a Maine limited liability company, with quitclaim covenants, recorded January 2, 1997, in Book 2979, Page 114, at the Registry of Deeds, Aroostook County, Maine. (T3 R3 WELS-1-1-1)

4. Trustee's Deed of Distribution dated December 22, 1995, by and between Gardner N. Moulton, Trustee under a Trust Agreement with Ina N. Moulton, dated December 22, 1976, for the benefit or Margaret M. McKee and Margaret M. Brown, recorded January 2, 1996, in Book 2859, Page 90, at the Registry of Deeds, Aroostook County, Maine. (T3 R3 WELS-1-1-1)

5. Trustee's Deed of Distribution dated December 22, 1995, by and between Gardner N. Moulton, Trustee under a Trust Agreement with Ina N. Moulton, dated December 22, 1976, for the benefit or Margaret M. McKee and Robert M. McKee, recorded January 2, 1996, in Book 2859, Page 95, at the Registry of Deeds, Aroostook County, Maine. (T3 R3 WELS-1-1-1)

6. Quitclaim Deed with Covenant dated March 17, 1992, by and between Great Northern Paper, Inc., a Delaware corporation and RMM Land Company, a Maine corporation, Moulton-Emery Timberlands, Inc., a Maine corporation and Gardner N. Moulton, Trustee under Indenture dated December 20, 1976 for the benefit of Margaret W. McKee, et al. and Gardner N. Moulton and Bonnie R. Moulton Trustees of the Gardner N. Moulton and Bonnie R. Moulton Realty Trust, with quitclaim covenants, recorded April 7, 1992, in Book 2444, Page 36, at the Registry of Deeds, Aroostook County, Maine. (T3 R3 WELS-1-1-1)

7. Quitclaim Deed dated August 14, 1985, by and between Gary A. Severson and RMM Land Company, Inc., a Main corporation, with quitclaim covenants, recorded August 14, 1985, in Book 1827, Page 245, at the Registry of Deeds, Aroostook County Maine. (T3 R3 WELS-1-1-1)

8. Quitclaim Deed dated August 14, 1985, by and between Gary A. Severson and Gardner N. Moulton and Bonnie R. Moulton, Trustees of the Gardner N. Moulton and Bonnie R. Moulton Realty Trust dated December 20, 1983, with quitclaim covenants, recorded August 14, 1985, in Book 1827, Page 247, at the Registry of Deeds, Aroostook County Maine. (T3 R3 WELS-1-1-1)

9. Quitclaim Deed dated August 14, 1985, by and between Gary A. Severson and Moulton-Emery Timberlands, Inc. a Maine corporation, with quitclaim covenants, recorded August 14, 1985, in Book 1827, Page 251, at the Registry of Deeds, Aroostook County Maine. (T3 R3 WELS-1-1-1)

10. Deed of Distribution by Personal Representative dated June 25, 2001, by and between Robert M. McKee, Personal Representative of the Estate of Richard M. McKee and Michelle E. Dustin, Mark Reagan McKee, Michael Merrow McKee, recorded July 12, 2001, in Book 7782, Page 261, at the Registry of Deeds, Penobscot County, Maine. (MATT-R7-14A)

11. Quitclaim Deed with Covenant dated August 20, 1999, by and between Great Northern Paper, Inc., a Delaware corporation and Gardner N. Moulton and Bonnie R. Moulton, Trustees of the Gardner N. Moulton and Bonnie R. Moulton Realty Trust under Declaration of Trust dated December 20, 1983, RMM Land Company, a Maine corporation, Moulton-Emery Timberlands, Inc., a Maine corporation, Margaret M. Brown, McKee Timberlands, LLC, a Maine Limited Liability Company, Robert M. McKee and MMM Timberlands Limited Liability Company, recorded November 11, 1999, in Book 7229, Page 303, Registry of Deeds, Penobscot County, Maine. (MATT-R7-14A)

EXHIBIT B

Descriptions and Depictions of Easement Area

Exhibit B-1 – Description of Portion of Tax Map 1, Lot 1.1, T3 R3, WELS, Aroostook County

Exhibit B-2 – Description of Portion of Tax Map R7, Lot 14A, Mattawamkeag, Penobscot County

Exhibit B-3 – Depiction of Easement Area on Tax Map 1, Lot 1.1, T3 R3, WELS, Aroostook County

Exhibit B-4 - Depiction of Easement Area on Tax Map R7, Lot 14A, Mattawamkeag, Penobscot County

EXHIBIT B-1

Description of Portion of Tax Map 1, Lot 1.1, T3 R3, WELS, Aroostook County

A certain parcel of land situated in Township 3 Range 3 WELS, County of Aroostook, State of Maine, as depicted on Exhibit B-3 attached herewith, and more particularly described as follows:

Beginning on the southerly line of lands of Stead Timberlands, LLC at the southeasterly corner of a 200 foot wide transmission line corridor easement through lands of Stead Timberlands, LLC; thence through lands of Moulton, et al South 02 degrees, 22 minutes, 58 seconds East a distance of 6500 feet, more or less, to a point at the northeasterly corner of a 200 foot wide transmission line corridor easement through lands of James and Stuart Lambert; thence along the northerly line of lands of James and Stuart Lambert and the northerly end of said 200 foot wide transmission line corridor easement through lands of James and Stuart Lambert in a generally westerly direction a distance of 200 feet, more or less, to a point at the northwesterly corner of said 200 foot wide transmission line corridor easement; thence through lands of Moulton, et al North 02 degrees, 22 minutes, 58 seconds West a distance of 6500 feet, more or less, to a point at the southwesterly corner of a 200 foot wide transmission line corridor easement through lands of Stead Timberlands, LLC; thence along the southerly line of Stead Timberlands, LLC and the southerly end of said 200 foot wide transmission line corridor easement through lands of Stead Timberlands, LLC in a generally easterly direction a distance of 200 feet, more or less, to the point of beginning, enclosing 29.8 acres, more or less.

Bearings referenced herein are oriented to Grid North, UTM Zone 19, NAD 83.

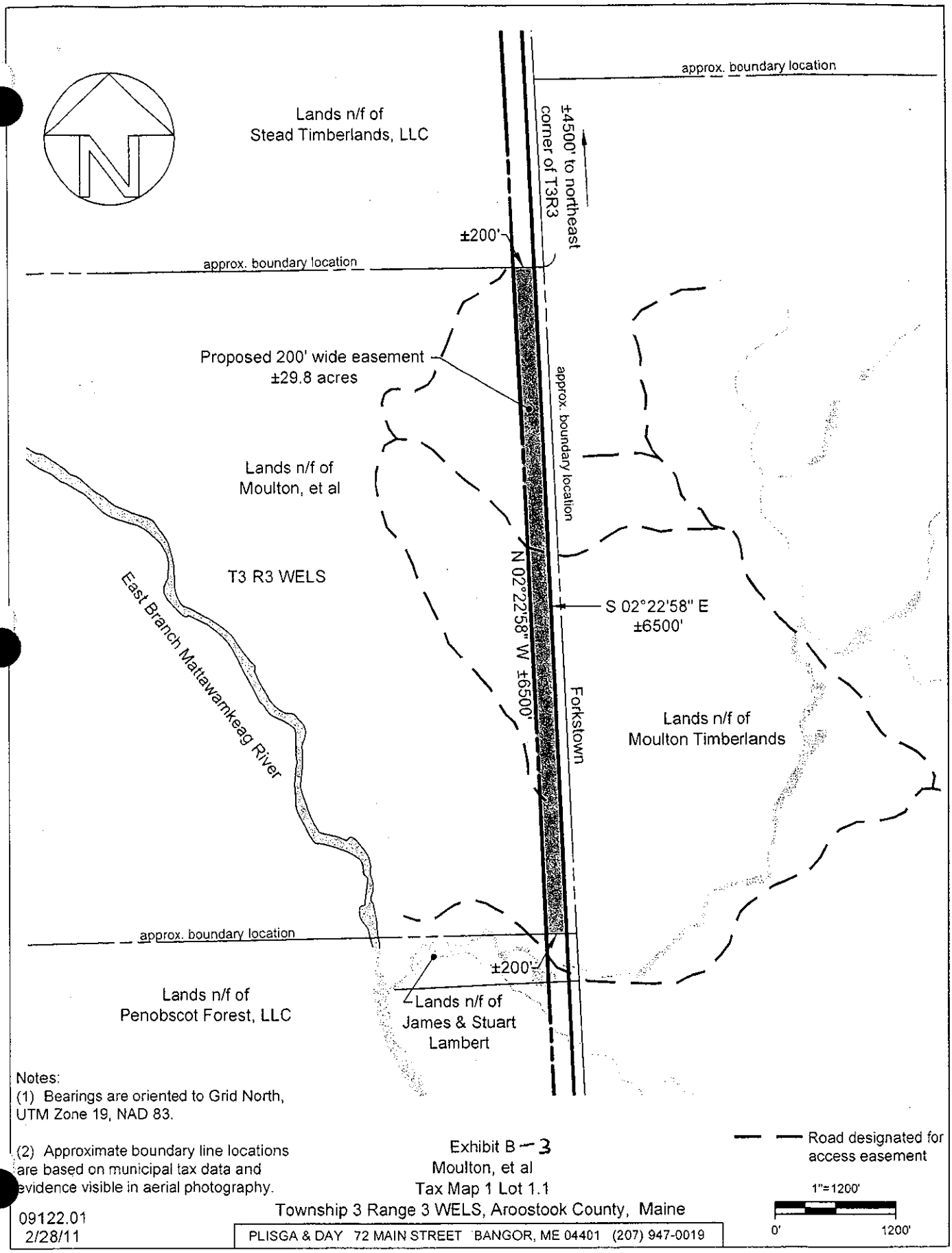
EXHIBIT B-2

Description of Portion of Tax Map R7, Lot 14A, Mattawamkeag, Penobscot County

A certain parcel of land situated in Mattawamkeag, County of Penobscot, State of Maine, as depicted on Exhibit B-4 attached herewith, and more particularly described as follows:

Beginning on the westerly line of a parcel of land now or formerly of Vaughn Peters at the southwesterly corner of a 200 foot wide transmission line corridor easement through lands of said Peters; thence through the lands of Moulton, et al and following the northerly line of the so-called MEPCO easement South 63 degrees, 11 minutes, 34 seconds West a distance of 1580 feet, more or less, to a point at the southeasterly corner of a 100 foot wide easement through lands of Maurice Gray; thence along the easterly line of lands of said Gray and the easterly end of said 100 foot wide easement through lands of said Gray in a generally northerly direction a distance of 100 feet, more or less, to a point at the northeasterly corner of said 100 foot wide easement; thence along the easterly line of said Gray in a generally northerly direction a distance of 100 feet, more or less to a point that is 200 feet northerly of and perpendicular to the said northerly line of the MEPCO easement; thence through the lands of said Moulton, et al North 63 degrees, 11 minutes, 34 seconds East a distance of 1560 feet, more or less, to a point at the northwesterly corner of a 200 foot wide transmission line corridor easement through lands of said Peters and on the westerly line of a parcel of land now or formerly of said Peters; thence in a generally southerly direction along lands of said Peters and along the westerly end of said 200 foot wide transmission line corridor easement a distance of 203 feet, more or less, to the point of beginning, enclosing 7.2 acres, more or less.

Bearings referenced herein are oriented to Grid North, UTM Zone 19, NAD 83.



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

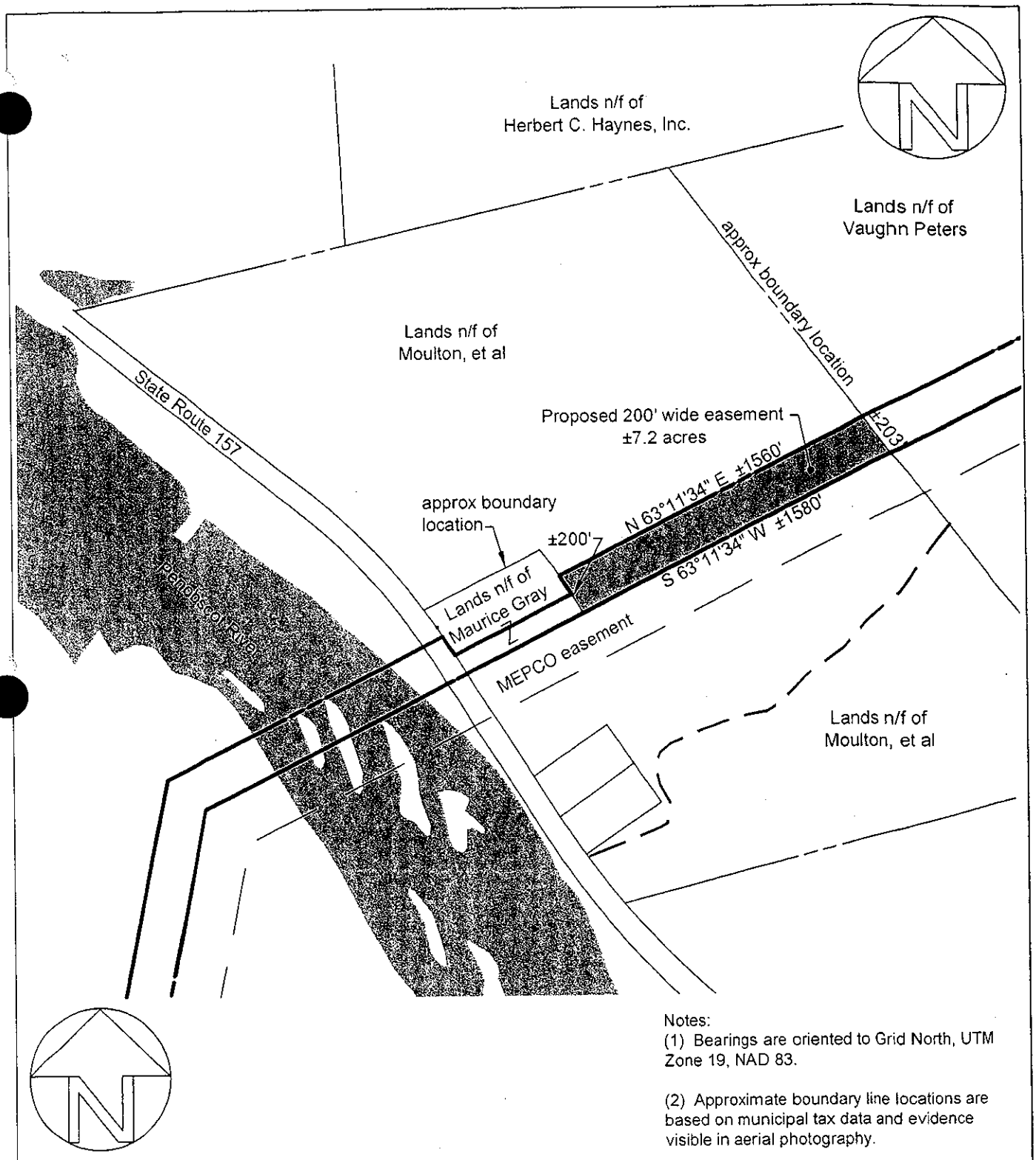
Exhibit B – 3
Moulton, et al
Tax Map 1 Lot 1.1
Township 3 Range 3 WELS, Aroostook County, Maine

— — Road designated for access easement

1"=1200'
0' 1200'

09122.01
2/28/11

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



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

— — Road designated for access easement

Exhibit B-4
Moulton, et al
Tax Map R7 Lot 14A - Mattawamkeag, Penobscot County, Maine

1"=600'

1"=600'
0' 600'

09122.01
2/28/11

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

EXHIBIT C

Pre-existing Encumbrances

1. All land use, environmental, building and zoning laws, ordinances regulations, rules, orders and licenses of governmental authority affecting the Easement Area.

2. Easements, covenants and restrictions of record to the extent that they affect the Easement Area.

Received
ARCOSTOOK SS
PATRICIA F BROWN, REGISTER

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Stead Timberlands, LLC**, a Maine limited liability company, with a mailing address of 488 US Route 2, Macwahoc, Maine 04451 ("**Grantor**") and **Maine GenLead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property located in the Townships of T3 R3 WELS and T4 R3 WELS, Aroostook County, Maine, generally depicted on the T3 R3 WELS Tax Map 1 as Lot 1.4 and on the T4 R3 WELS Tax Map 1 as Lot 2.1 (the "**Land**"), and which Land is a portion of the real property conveyed to Grantor by deed listed on **Exhibit A** attached hereto and incorporated herein by reference; and

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

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

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

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

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

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

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

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

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

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

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

2. **Access Easement and Construction Access Easement**.

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

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

b. Grantor grants to Grantee with quitclaim covenant, a non-exclusive easement (the "**Construction Access Easement**") for vehicular and pedestrian ingress and egress to and from the Land, with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, from Rt. 2A on, over, across an area of land (the "**Construction Access Easement Area**"), thirty feet in width, the centerline of which shall be the road known as Beaver Brook Road located on land of Grantor within TA R2 WELS, and to the extent that Grantor has rights in any portions of extensions of such road within T4 R3 WELS, but without any covenant as to the same, also over lands of third parties, as such extensions of such road may cross and extend from TA R2 WELS to the Land, and as such road centerline may be located or relocated from time to time by Grantor or the owner of such the land. The Construction Access Easement shall be used only exercise the Construction Easement granted under Section 3 of this Agreement. The Construction Access Easement Area is generally depicted on **Exhibit C** attached hereto and made a part hereof. During Grantee's use of the Construction Access Easement, Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over the Construction Access Easement Area to the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Grantee shall have no right to relocate the Construction Access Easement granted hereunder and such Construction Access Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

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

Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

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

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be twenty-four (24) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

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

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

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

expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

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

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

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

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

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the

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

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

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

defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

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

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

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

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of

the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

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

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

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

Notice to Grantor: Stead Timberlands, LLC
488 US Route 2
Macwahoc, Maine 04451

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Stead Timberlands, LLC, has caused this instrument to be executed by its duly authorized representative this 27th day of May, 2011.

Stead Timberlands, LLC

By: Stephen Hannigan
Name: Stephen Hannigan
Its: Manager

STATE OF MAINE §
§
COUNTY OF Penobscot § May 27, 2011

Personally appeared the above-named Stephen Hannigan, Manager of Stead Timberlands, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Attorney ~~Notary Public~~ at Law

Print Name of Notary: _____

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **Maine GenLead, LLC**, has caused this instrument to be executed by its duly authorized representative this 31st day of May, 2011.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

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

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF Suffolk §

May 31, 2011

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

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Deed conveying Land to Grantor

Warranty Deed from Hanington Bros., Inc. to Stead Timberlands, LLC dated December 26, 2002 and recorded at the Aroostook County Southern Registry of Deeds in Book 3748 Page 231.

EXHIBIT B-1

Depiction of Easement Area in T3 R3, Tax Map 1, Lot 1.4

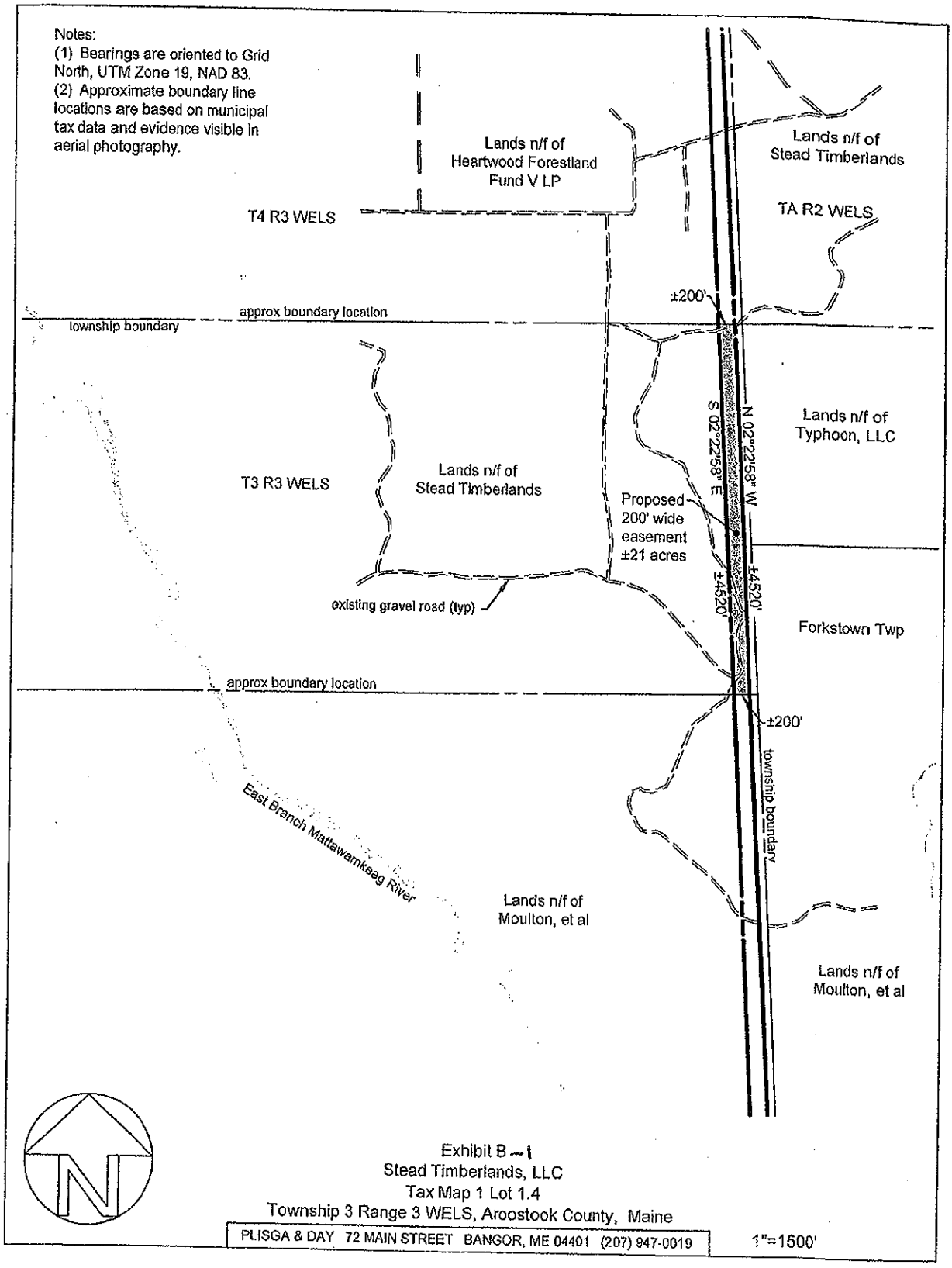

Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.
(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.
Lands n/f of Heartwood Forestland Fund V LP
Lands n/f of Stead Timberlands
T4 R3 WELS
TA R2 WELS
±200'
approx boundary location
township boundary
Lands n/f of Typhoon, LLC
S 02°22'58" E
N 02°22'58" W
T3 R3 WELS
Lands n/f of Stead Timberlands
Proposed 200' wide easement ±21 acres
±4520'
±4520'
existing gravel road (typ)
Forkstown Twp
approx boundary location
±200'
township boundary
East Branch Mattawamkeag River
Lands n/f of Moulton, et al
Lands n/f of Moulton, et al
N
Exhibit B – 1
Stead Timberlands, LLC
Tax Map 1 Lot 1.4
Township 3 Range 3 WELS, Aroostook County, Maine
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
1"=1500'

EXHIBIT B-2

Depiction of Easement Area in T4 R3, Tax Map 1, Lot 2.1

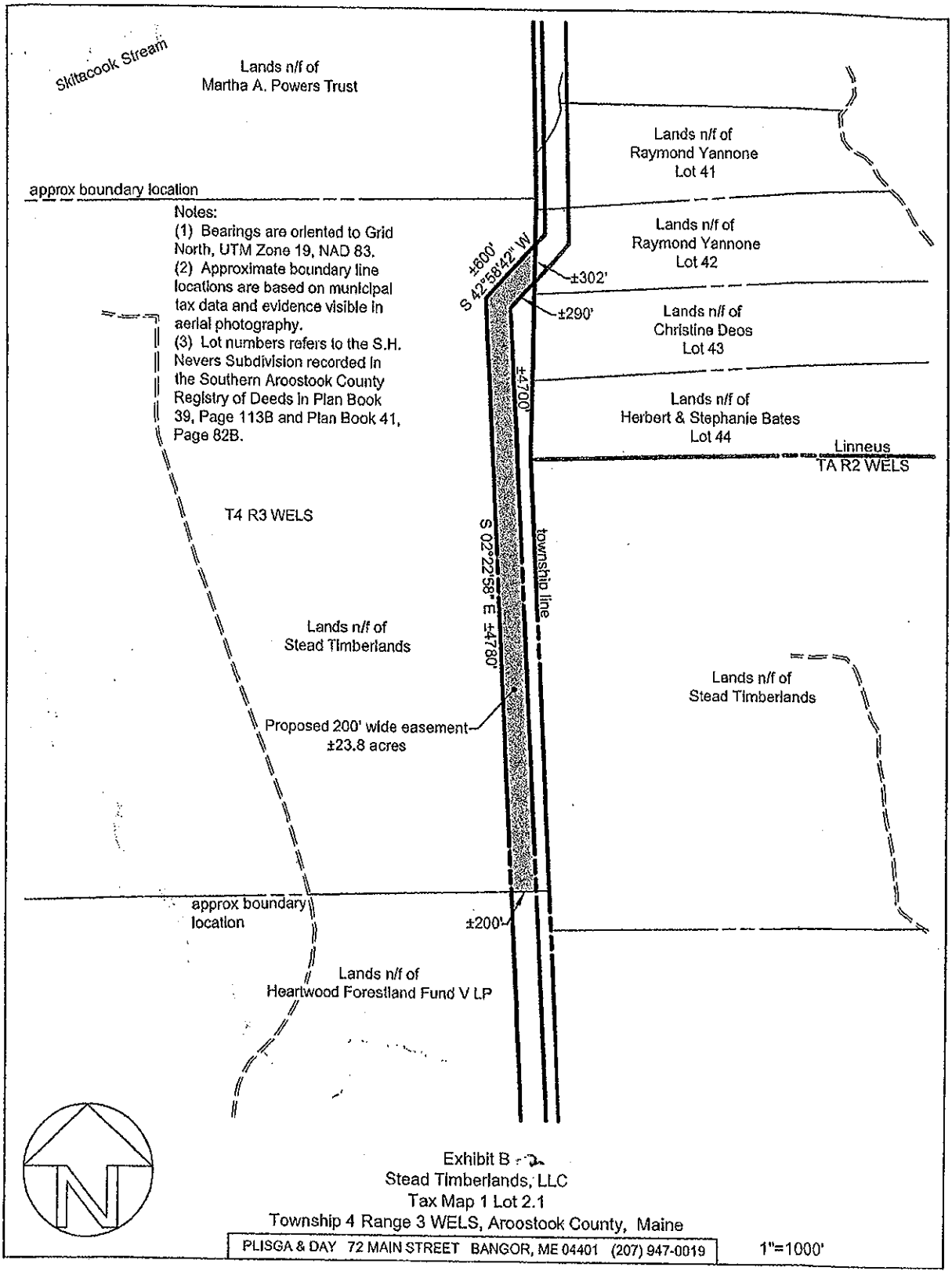
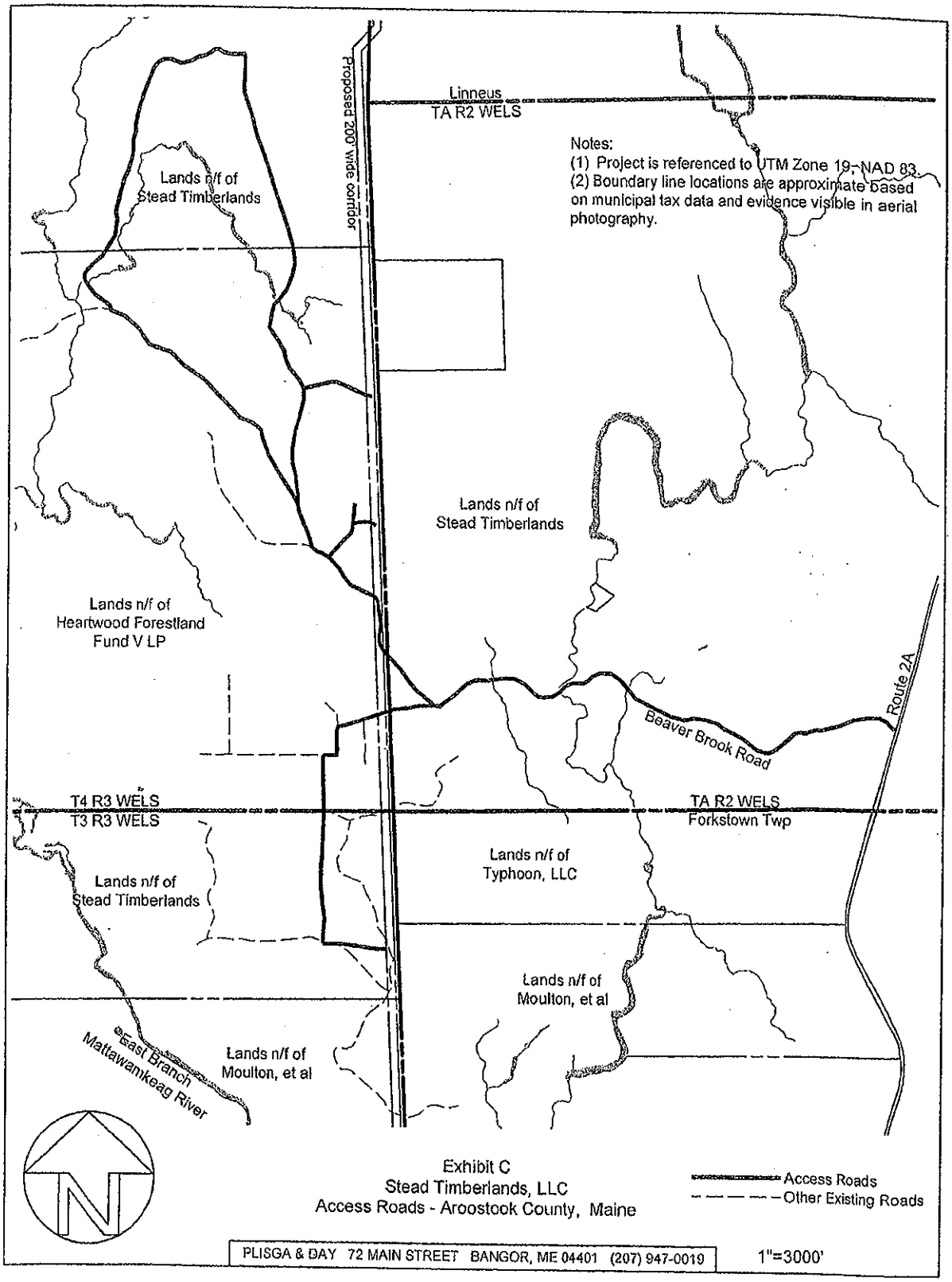


Exhibit B
Stead Timberlands, LLC
Tax Map 1 Lot 2.1
Township 4 Range 3 WELS, Aroostook County, Maine

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

1"=1000'


Linneus
TA R2 WELS
Proposed 200' wide corridor
Notes:
(1) Project is referenced to UTM Zone 19, NAD 83.
(2) Boundary line locations are approximate based on municipal tax data and evidence visible in aerial photography.
Lands n/f of Stead Timberlands
Lands n/f of Stead Timberlands
Lands n/f of Heartwood Forestland Fund V LP
Beaver Brook Road
Route 2A
T4 R3 WELS
T3 R3 WELS
TA R2 WELS
Forkstown Twp
Lands n/f of Typhoon, LLC
Lands n/f of Stead Timberlands
Lands n/f of Moulton, et al
East Branch Mattawamkeag River
Lands n/f of Moulton, et al
N
Exhibit C
Stead Timberlands, LLC
Access Roads - Aroostook County, Maine
Access Roads
Other Existing Roads
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
1"=3000'

Bk 4922 Pg79 #2480
03-17-2011 @ 02:00p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **PRENTISS & CARLISLE COMPANY, INC.**, a Maine corporation, with a principal place of business in Bangor, State of Maine, **McCRILLIS TIMBERLAND, LLC**, a Maine limited liability company with a principal place of business in Bangor, State of Maine, **SILVER RIDGE LAND COMPANY**, a Maine corporation, with a principal place of business in Bangor, State of Maine, **GREENTREES, INC.**, a Maine corporation, with a principal place of business in Bangor, State of Maine, and **ANDRE EMERSON CUSHING CORPORATION**, a Maine corporation, with a principal place of business in Bangor, State of Maine, (collectively, "**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of T3 R3 WELS, Aroostook County, Maine described in those deeds recorded in the Aroostook County Southern Registry of Deeds (the "**Registry of Deeds**") which are listed on **Exhibit A** attached hereto; and

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

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

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, exclusive easement in gross (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities to transmit up to 115kV of electrical power of and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** attached hereto as "Proposed 200' wide easement" (the "**Easement Area**") and more particularly described on **Exhibit B-1** attached hereto. Grantee shall have the right to increase the scope of the easements hereby conveyed to transmit in excess of 115kV of electricity, by paying additional consideration, as provided in Section 1(h.) below and the parties' separate Compensation Agreement of even date herewith. **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet,

computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

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

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

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

d. The right to construct such roads and trails within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across land of Grantor by means of roads designated for such access on **Exhibit B**.

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

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

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

h. Notwithstanding anything to the contrary herein, Grantee may not exercise the Transmission and Telecommunication Easement rights granted to it under this Section 1 until Grantee has delivered the Final Extension Notice and paid the Final Easement Payment to Grantor as provided in Section 4.

i. Upon Grantee's payment of additional consideration, as provided in the parties' separate Compensation Agreement of even date herewith, the easements hereby granted may be extended, to the extent permitted by applicable federal, State and local laws, statutes, ordinances, orders, rules and regulations, to increase the electrical power transmission capacity under the Transmission and Telecommunication Easement granted hereunder in excess of 115kV. Upon each such payment Grantors and Grantee shall execute an amendment to this Easement Agreement, or a new separate easement agreement (subject to the limitations and reservations herein) in recordable form, confirming the expansion of the easements granted hereunder.

2. **Access Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of designated roads depicted on **Exhibit B** as of the Effective Date. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road or use a road hereafter constructed by Grantors on the Land, it shall first obtain the written approval of the location of the road from Grantor in recordable form, which approval shall not be unreasonably withheld. Grantee shall bear the cost of preparation and registry of deeds recording of amendments to this Agreement, which extend the Access Easement to additional roads.

Grantor reserves the right to relocate, repair, reconstruct or improve and maintain all roads subject to the Access Easement to the extent that Grantor may deem appropriate. Grantor shall be under no obligation to maintain or improve the roads, or road improvements (such as ditches, culverts, and bridges), or to share in the costs of any improvements of Grantee (unless otherwise agreed in writing by the parties). Nothing herein shall restrict the Grantor's right to relocate any road or portions thereof which are subject to the Access Easement, provided that the terms of this Agreement relating to the Access Easement shall apply to the road or portions thereof as they may be relocated from time to time. Grantor shall bear the cost of preparation and registry of deeds recording of amendments to this Agreement confirming Access Easement relocations required by Grantor.

Although it is not obligated to maintain any Access Easement road or roadway improvements to a particular standard for the benefit of Grantee, Grantor anticipates maintaining the roads in the ordinary course of business to provide access to the lands of Grantor and others. Grantee, and its successors and assigns, shall be obligated to share in reasonable maintenance and repair costs incurred by Grantor to maintain Access Easement Roads to a standard customary in the Northeast for timber hauling, in an amount calculated to reflect a reasonable allocation of costs commensurate with the parties' respective use levels of each road. Grantor and Grantee further agree, for themselves and their successors and assigns, to negotiate in good faith regarding the allocation of such costs among them; provided, however, that failure to reach a

negotiated agreement shall not relieve Grantee of its contribution obligations. Grantee may maintain and repair all Access Easement roads and road improvements used by Grantee, but shall have no claim for contribution from Grantor for such activities unless (a) it has first provided Grantor (i) advance notice of the proposed work (at least 30 days before commencement), and (ii) an opportunity to undertake the work (or to contract with third parties to perform the same), and (b) Grantor has agreed to its share of the maintenance and repair costs. None of the agreements herein relative to maintenance and repair costs shall limit or modify any right of contribution the parties may have against third parties.

Grantee will not suffer or permit any mechanic's or materialman's lien to be filed against the Land, for or purporting to be for, labor and materials supplied to, or at the instance of, or for the benefit of, Grantee or any contractor or subcontractor employed, or claiming to be employed by Grantee.

Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

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

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

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

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

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

6. **Representations and Warranties of Grantor**.

a. Title is subject to the matters listed on **Exhibit C** ("**Pre-existing Encumbrances**") The term "quitclaim covenant" with respect to the Easements and rights

conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. Subject to Section 7 below, Grantor shall not further encumber the Land except with financing instruments granted to Grantor's lenders. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to cause any holders of mortgages on the Easement Area to consent to the granting of these Easements, and to provide Grantee and Grantor written confirmation in recordable form that the interests of any mortgagee and its successors and assigns shall remain subject to the Easements in the event of foreclosure, a deed in lieu of foreclosure, or other enforcement action by any such mortgagee.

b. Grantor represents and covenants that there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land that would prevent or impair Grantee's exercise of the Easements granted hereunder or Grantor's performance of its obligations under this Agreement.

7. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross, and to grant easements to cross and recross, the Easement Area along all existing roads and with utility lines as may be necessary or convenient in serving land of Grantor and others, and shall have the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's Transmission and Telecommunication Facilities constructed or to be constructed on the Easement Area; (iii) that such activities, whether by Grantor or third parties, will not breach the conditions or requirements imposed by permitting agencies with respect to the use of the Easement Area or prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not cut or remove timber or install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed and any cutting or removal of timber will be consistent with the conditions or requirements imposed by Grantee's permitting agencies. Existing crossings to be used by Grantors shall be depicted on the Survey and incorporated into **Exhibit B**. In the case of future crossings constructed by Grantors, the parties agree to execute and record, at the request of either party and at the requesting party's sole expense, an amendment to **Exhibit B**, depicting such crossing locations. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area or the conditions or requirements imposed by Grantee's permitting agencies, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code. Without limiting the foregoing, Grantor may continue harvesting trees and engage in other natural resource exploitation within Access Easement areas on Grantor's Land, provided that such harvesting and mining does not materially interfere with Grantee's use thereof.

8. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection or maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

9. **Grantor Default**. If Grantor fails to comply with the material terms of this Agreement and such failure continues for thirty (30) days after Grantee's written notice to Grantor specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), Grantee shall be entitled not only to monetary damages, but also due to the location of the Land, certain equitable remedies, since a default could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. In no event shall Grantor be liable for exemplary, punitive or consequential damages.

10. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 4 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 4 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 4), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

11. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the rights under the Easements hereby granted. These various security interests in

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

12. **Assignment**. Grantee shall have the right, without Grantor's consent, to assign to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

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

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

Without limiting any rights or remedies otherwise available to Grantor, Grantee agrees to hold harmless and indemnify Grantor and its affiliates and their respective directors, officers, employees and agents, from and against all claims, demands, penalties, fines, liabilities, costs and expenses, including without limitation, reasonable attorneys fees and/or costs to clean up or

remediate Hazardous Materials on, from or affecting Grantor's land (collectively, "Liabilities") arising from Grantee's exercise of any of the rights granted herein, including, but not limited to any Liabilities resulting from violations by Grantee of federal, state or local environmental laws or other laws, orders, permits or regulations. The foregoing indemnification shall include, without limitation, Liabilities arising out of or in any way related to, the presence, disposal, release, or threatened release of any Hazardous Materials on, from or affecting the Easement Area or Grantor's remaining property as a result of Grantee's activities. For purposes of this paragraph, the term "Hazardous Materials" includes, without limit, any hazardous or toxic materials, waste or substances, oil or petroleum products, or related materials; including without limitation as the same are defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42. US.C. Section 6901, et seq.), applicable Maine Statutes (including 38 M.R.S.A. Section 561, et seq., 38 M.R.S.A. Section 1361, et seq., 38 M.R.S.A. Section 1301, et seq.; and 38 M.R.S.A. Section 1317, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

15. **Insurance**. Grantee agrees to provide and maintain, the following insurance in connection with its use of the foregoing Easements:

a) Worker's Compensation – Statutory Limits (no exemptions)

i) Employer's Liability - $1,000,000 minimum coverage

b) Commercial General Liability - $2,000,000 Combined Single Limit written on an occurrence basis

i) Contractual Liability - $2,000,000

c) Automobile Liability - $1,000,000 Combined Single Limit including all owned, non-owned and hired vehicles.

16. **Conditions of Use.** Grantee covenants and agrees that:

a. Grantee's use of the easements shall be at the sole risk of Grantee.

b. Before commencing any construction, Grantee shall commission environmental assessments of the Easement Area (at a minimum, in accordance with applicable ASTM standard practices for a Phase I Environmental Assessment), and provide copies of the assessments to Grantor. The assessments so produce shall constitute baseline data which will assist the parties in determining the existence and nature of environmental conditions existing prior to initial construction of Grantor's Transmission Facilities and Telecommunication Facilities within the Easement Area, and in making determinations as to the nature and extent of the parties' respective obligations hereunder, as may be supplemented upon such further environmental assessment as either party may conduct with respect to activities and conditions arising after the date hereof.

c. All activities of Grantee shall be conducted in full compliance with all requirements of Federal, State, and local laws, including, but not limited to Federal and State labor and employment laws, workers' compensation laws, laws pertaining to occupational safety and health, and laws pertaining to environmental protection and forest practices.

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

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

Notice to Grantor:
Prentiss & Carlisle Management Co., Inc.
Attention: President
107 Court Street
Bangor, ME 04401

Notice to Grantee:
Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

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

business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Provided that Grantee bears the cost of document preparation, the reasonable costs of review by Grantor's attorney, recording and other associated costs, Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

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

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

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

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

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

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

26. **Effective Date.** The "Effective Date" shall be the sooner of the date on which Grantee records this Agreement in the Registry of Deeds or 60 days following Grantor's execution.

27. **Taxes & Tree Growth Program.** For so long as the Easements remain in force, Grantee shall be responsible to pay any real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Easement Area

and Grantee's Transmission Facilities, including any "tree growth" withdrawal penalty or land use conversion tax penalty, arising from the grant of the Easements hereunder or Grantee's exercise of the rights granted hereunder. The Easement Area is part of the larger parcels. Until separate tax bills become available for the Easement Area, Grantee shall be responsible for the taxes assessed to the Easement Area based upon the following formula: [Acres in Easement Area x taxing authority's per acre ad valorem value applicable to the Easement Area x the applicable mil rate], and the amount of taxes attributable to Grantee's improvements. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax map lot designation for the Easement Area if such division is reasonably available.

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, PRENTISS & CARLISLE COMPANY, INC., has caused this instrument to be executed by its duly authorized representative this 16 day of August, 2010.

PRENTISS & CARLISLE COMPANY, INC.,
a Maine corporation

By: Donald P. White
Print Name: DONALD P. WHITE
Its: PRESIDENT

STATE OF MAINE §
§
COUNTY OF Penobscot § August 16, 2010

Personally appeared the above-named Donald White, President of Prentiss & Carlisle Company, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

Jennifer Deane
Notary Public

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **McCRILLIS TIMBERLAND, LLC**, has caused this instrument to be executed by its duly authorized representative this 23 day of August, 2010.

McCRILLIS TIMBERLAND, LLC,
a Maine limited liability company

By: William M G Fletcher
Name: William M G Fletcher
Its: President

STATE OF MAINE §
§
COUNTY OF Hancock § August 23, 2010

Personally appeared the above-named Fletcher, William of McCrillis Timberland, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company.

Before me, Rebecca Emerson

Notary Public

REBECCA EMERSON
Notary Public, Maine
My Commission Expires November 1, 2014

Print Name of Notary: Rebecca Emerson

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **SILVER RIDGE LAND COMPANY**, has caused this instrument to be executed by its duly authorized representative this 24th day of August, 2010.

SILVER RIDGE LAND COMPANY,
a Maine corporation

By: Roger Lord
Name: Roger Lord
Its: PRESIDENT

STATE OF MAINE §
§
COUNTY OF Cumberland § August 24, 2010

Personally appeared the above-named Roger Lord, President of **SILVER RIDGE LAND COMPANY**, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

Before me,

Jennifer L. Marston
Notary Public

Print Name of Notary: _____

JENNIFER L. MARSTON
Notary Public, Maine
My Commission Expires March 1, 2014

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Greentrees, Inc., has caused this instrument to be executed by its duly authorized representative this 20th day of August, 2010.

GREENTREES, INC.,
a Maine corporation

By: David M. Carlisle
Name: David M. Carlisle
Its: President

STATE OF MAINE §
§
COUNTY OF Penobscot § August 20, 2010

Personally appeared the above-named David M Carlisle President of GREENTREES, INC., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

Before me,

Jennifer Deane
Notary Public

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Andre Emerson Cushing Corporation, has caused this instrument to be executed by its duly authorized representative this 26 day of August, 2010.

ANDRE EMERSON CUSHING CORPORATION,
a Maine corporation

By: Alice T. Cushing
Name: Alice T. Cushing
Its: Pres.

STATE OF MAINE §
§
COUNTY OF Penobscot § August 26, 2010

Personally appeared the above-named Alice T Cushing, President of Andre Emerson Cushing Corporation, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

Before me,

Jennifer Deane
Notary Public

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 8th day of October, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: Elizabeth Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of
~~STATE OF~~ Massachusetts §
§
COUNTY OF Suffolk § Oct. 8, 2010.

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

Before me,

Notary Public

Print Name of Notary: _____

ARTHUR J. SNELL
MY COMMISSION EXPIRES OCT. 8 2015
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

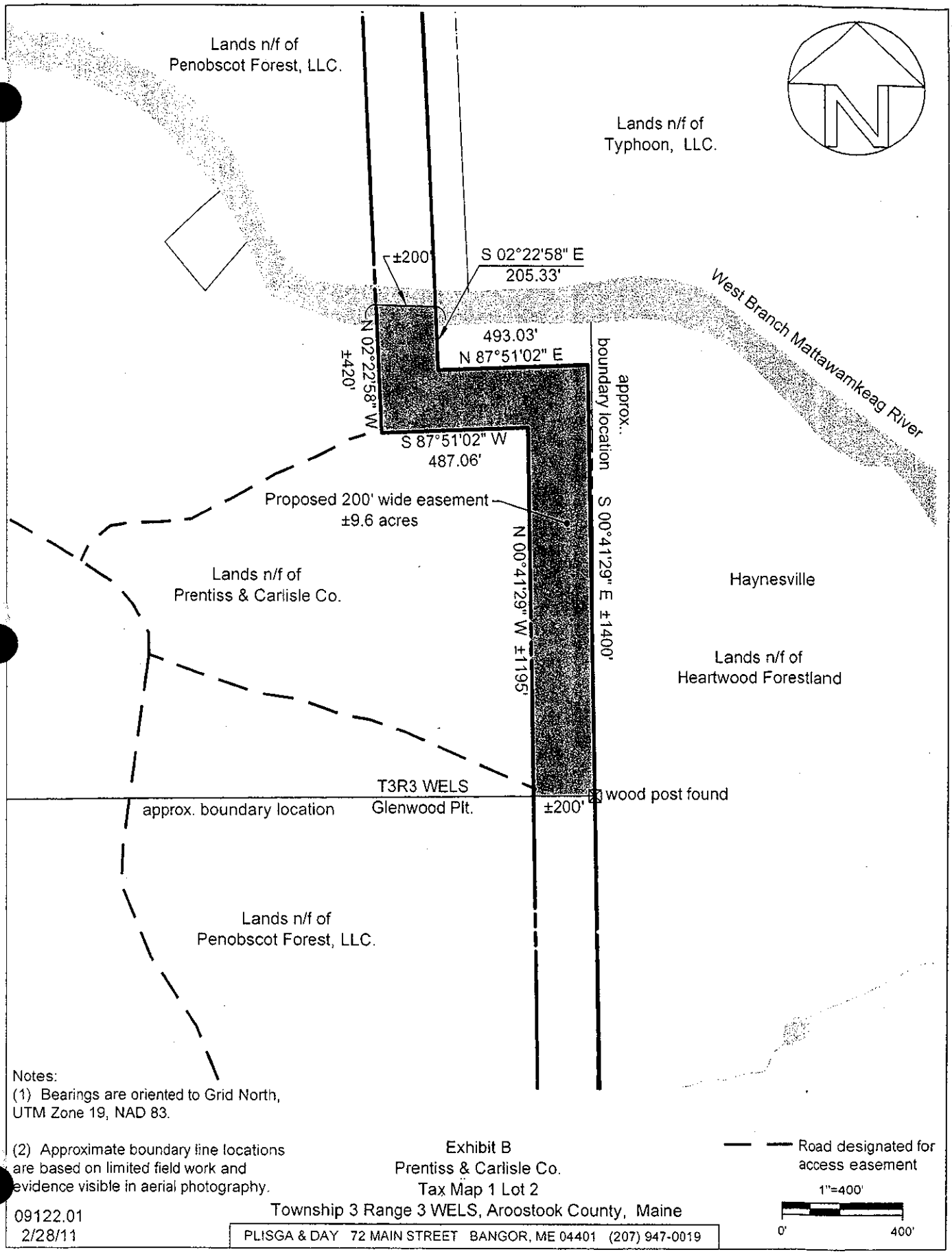
EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Prentiss & Carlisle Company, Inc., McCrillis Timberland, LLC, Silver Ridge Land Company, Greentrees, Inc., and Andre Emerson Cushing Corporation, as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, as Grantee

1. Deed to Prentiss & Carlisle Company, Inc., McCrillis Timberland, Inc., Silver Ridge Land Company, and Greentrees, Inc. from Samuel S. Dennis, 3rd, Trustee, et al dated May 28, 1992 and recorded in Aroostook County Registry of Deeds in Book 2465, Page 233;

2. Release Deed to Andre Emerson Cushing Corporation from Linda C. McInerney dated June 27, 1994 recorded in said Registry of Deeds in Book 2705, Page 225.

3. Certificate of Merger of McCrillis Timberland, Inc. and McCrillis Corporation into McCrillis Timberland, LLC, as the surviving company, recorded in said Registry of Deeds in Book 3229 Page 206.



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on limited field work and evidence visible in aerial photography.

Exhibit B
Prentiss & Carlisle Co.
Tax Map 1 Lot 2
Township 3 Range 3 WELS, Aroostook County, Maine

09122.01
2/28/11

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

Road designated for access easement

1"=400'

0' 400'

EXHIBIT B-1

Description of Easement Area

A certain lot or parcel of land situated in Township 3 Range 3 WELS, County of Aroostook, State of Maine, as depicted on Exhibit B attached herewith, and more particularly described as follows:

Beginning on the centerline of the West Branch Mattawamkeag River at the southeasterly corner of a 200 foot wide transmission line corridor easement through lands of Penobscot Forest, LLC; thence through lands of Prentiss and Carlisle Co. South 02 degrees, 22 minutes, 58 seconds East a distance of 205 feet, more or less, to a point; thence through lands of Prentiss and Carlisle Co. North 87 degrees, 51 minutes, 02 seconds East a distance of 493.03 feet to a point; thence through lands of Prentiss and Carlisle Co. South 00 degrees, 41 minutes, 29 seconds East a distance of 1400 feet, more or less, to a wood post found at the northeasterly corner of a 200 foot wide transmission line corridor easement through lands of Penobscot Forest, LLC; thence along the northerly line of lands of Penobscot Forest, LLC and the northerly end of said 200 foot wide transmission line corridor easement through lands of Penobscot Forest, LLC in a generally westerly direction a distance of 200 feet, more or less, to a point at the westerly corner of said 200 foot wide transmission line corridor easement through lands of Penobscot Forest, LLC; thence through lands of Prentiss and Carlisle Co. North 00 degrees, 41 minutes, 29 seconds West a distance of 1195 feet, more or less, to a point; thence through lands of Prentiss and Carlisle Co. South 87 degrees, 51 minutes, 02 seconds West a distance of 487.06 feet to a point; thence through lands of Prentiss and Carlisle Co. North 02 degrees, 22 minutes, 58 seconds West a distance of 420 feet, more or less, to a point at the southwesterly corner of a 200 foot wide transmission line corridor easement through lands of Penobscot Forest, LLC and the centerline of the West Branch Mattawamkeag River; thence along the southerly end of said 200 foot wide transmission line corridor easement through lands of Penobscot Forest, LLC and the centerline of the West Branch Mattawamkeag River in a generally easterly direction a distance of 200 feet, more or less, to the point of beginning, enclosing 9.6 acres, more or less.

Bearings referenced herein are oriented to Grid North, UTM Zone 19, NAD 83.

EXHIBIT C

Pre-existing Encumbrances

1. All land use, environmental, building and zoning laws, ordinances regulations, rules, orders and licenses of governmental authority affecting the Easement Area.

2. Easements, covenants and restrictions of record to the extent that they affect the Easement Area.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4910 Pg38 #1041
02-01-2011 @ 04:00p

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

SELLER: **PENOBSCOT FOREST, LLC**, a Delaware limited liability company with a mailing address of 77 Franklin St., 10th Floor, Boston, MA 02110

PURCHASER: **MAINE GENLEAD, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises and Interests subject to Purchase and Sale Agreement:**

A. Easements for a transmission corridor to, on and across a portion of the property of Seller described in deed recorded in Book 4093, Page 248 of the Aroostook County Registry of Deeds (Southern District), together with access easements to said portion; said portion is described on Exhibit A attached hereto and is depicted on Exhibit B-1 through B-6 attached hereto, and the easements to said portion are depicted on Exhibits C-1 through C-5 attached hereto.

B. Fee simple interest in a portion of said property of Seller described in Book 4093, Page 248 and easements to said portion; said portion is described on Exhibit C attached hereto and is depicted on Exhibits B-7 attached hereto and the easements to said portion are depicted on Exhibit C-6 attached hereto.

II. **Date of Purchase and Sale Agreement:** August 3, 2010

III. **Date of Closing:** The closing (the "Closing") shall take place at 10:00 a.m. on (i) the first business day that is 30 days after the Permit Date but in no event later than December 1, 2012, or (ii) such earlier date as Purchaser may request. "Permit Date" is defined as the date upon which Purchaser has received any and all permits from the Maine Department of Environmental Protection that Purchaser determines necessary in connection with the construction and operation of its transmission corridor and the final resolution of any appeals thereof

IV. This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall constitute a single instrument.

In Witness Whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this 28th day of January, 2011.

WITNESS:

SELLER:
PENOBSCOT FOREST LLC
By: Kennebec Forest LLC, Its Managing Member
By: Black Bear Forest, Inc., Its Sole Member

By: Danielle Jamieson
Name: Danielle Jamieson
Its: Authorized Rep

Commonwealth of Massachusetts
County of

1/28/, 2011

Then personally appeared the above-named Authorized Person Danielle Jankauskas in his/her capacity as ~~President~~ of Black Bear Forest, Inc., Sole Member of Kennebec Forest LLC, Managing Member of PENOBSCOT FOREST LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said corporation and limited liability companies.

Before me,

KRISTEN NICHOLAS
Notary Public
Massachusetts
Commission Expires Aug 18, 2017

Notary Public

WITNESS:

PURCHASER:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC

_____

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

January 28, 2011

Then personally appeared the above-named Elizabeth Weir, Assistant Secy of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public
My commission expires: 12.2.16

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

LIST OF EXHIBITS:
Exhibit A – Easement Interests
Exhibit B-1 through B-6 – Depiction of Easement Areas
Exhibit B-7 – Depiction of Fee Area
Exhibit C – Description of Fee Area
Exhibit C-1 to C-5 – Depiction of Appurtenant Easement Locations to Easement Areas
Exhibit C-6 – Depiction of Appurtenant Easement Locations to Fee Area

EXHIBIT A
EASEMENTS INTERESTS

Transmission Easement Deed and Agreement to, on, under, over and across lands of Seller in T3R3 WELS (depicted on State tax maps thereof as Lot 1-2.1), Glenwood Plantation (depicted on Plantation tax maps thereof as Lot 1-1), North Yarmouth Academy Grant Township (depicted on State tax maps thereof as Lots 1-3, 1-4, and 1-6), and Macwahoc Plantation (depicted on State tax maps thereof as Lot 4-4), Aroostook County, Maine. The Transmission Easement to be granted under the Easement Agreement shall encumber those locations of Seller's lands shown as "Proposed 200' wide easement" on six sheets of the copy of the survey sketch plan (the "Plan") attached hereto and marked as **Exhibits B-1 through B-6**.

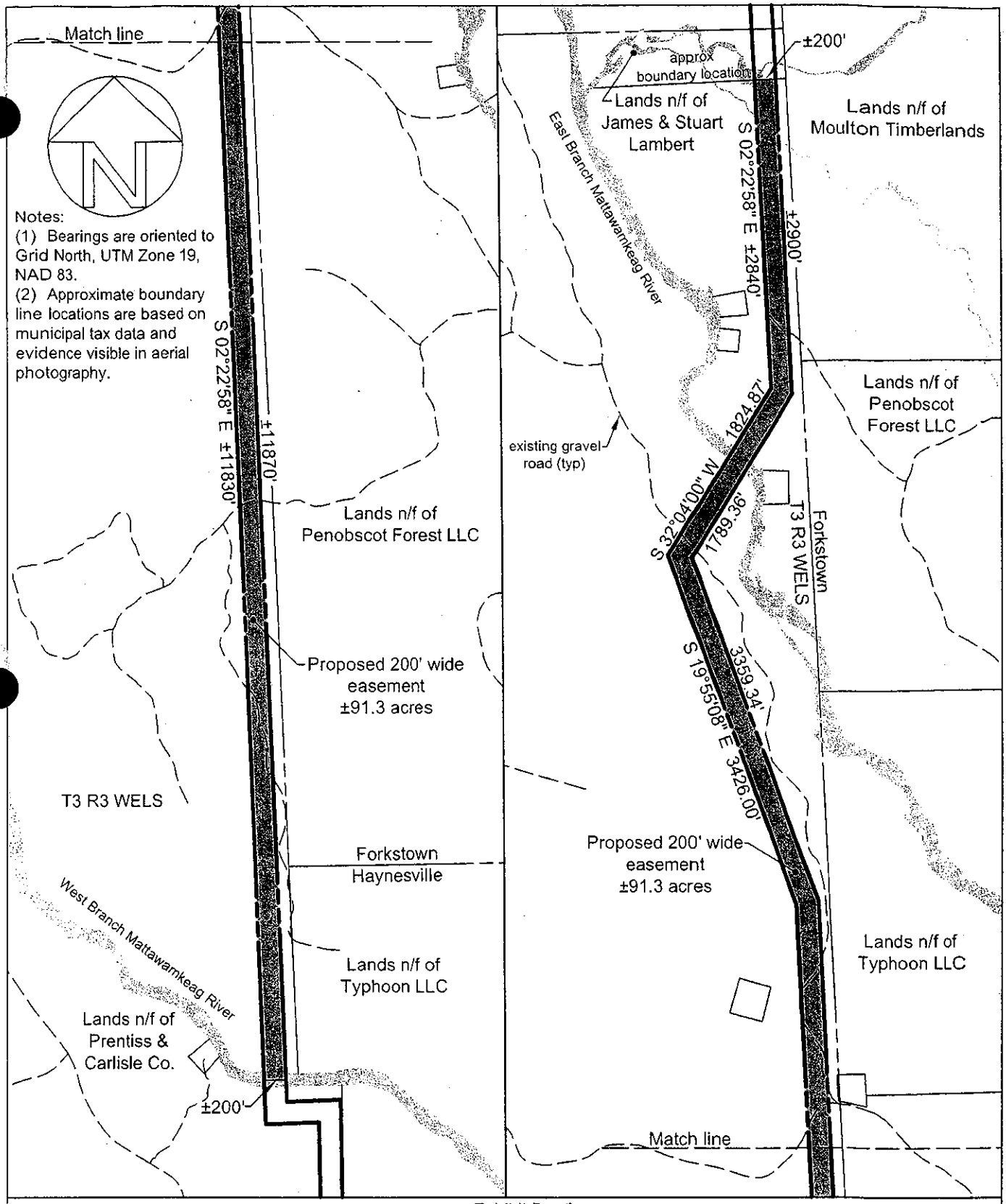


Exhibit B

Penobscot Forest LLC

Tax Map 1 Lot 2.1

Township 3 Range 3 WELS, Aroostook County, Maine

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

1"=1200'

Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) With the exception of easement sidelines, boundary line locations are approximate and based on municipal tax data.

Line	Bearing	Distance
L1	N 53°40'17" E	±6880'
L2	Southerly	±250'
L3	S 53°40'17" W	±6870'
L4	Northerly	±245'
L5	N 53°40'17" E	±5755'
L6	Southerly	±250'
L7	S 53°40'17" W	±5335'
L8	Westerly	±335'
L9	N 53°40'17" E	±1665'
L10	S 0° 41' 29" E	246.09'
L11	S 53°40'17" W	±1255'
L12	Westerly	±330'

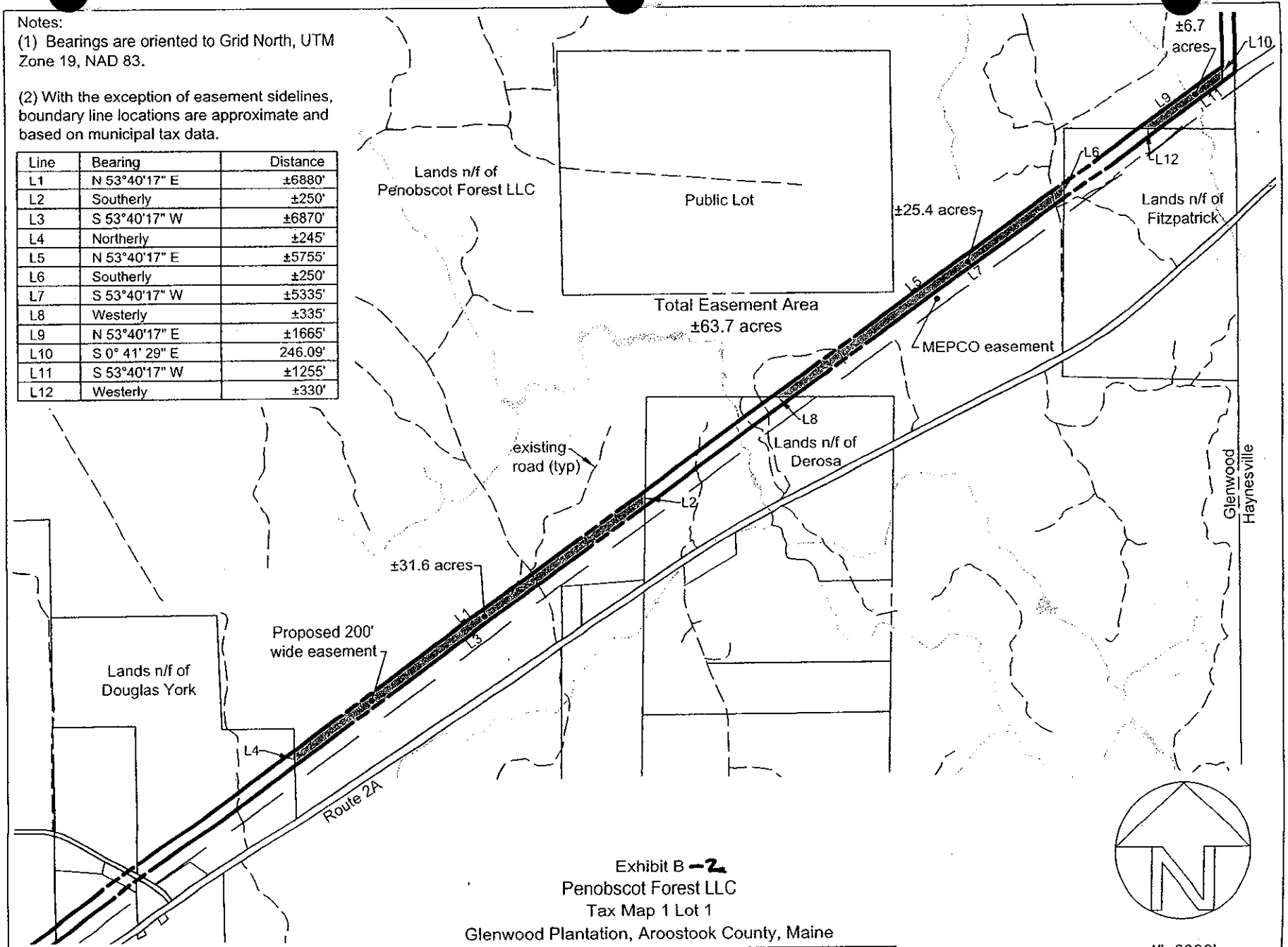
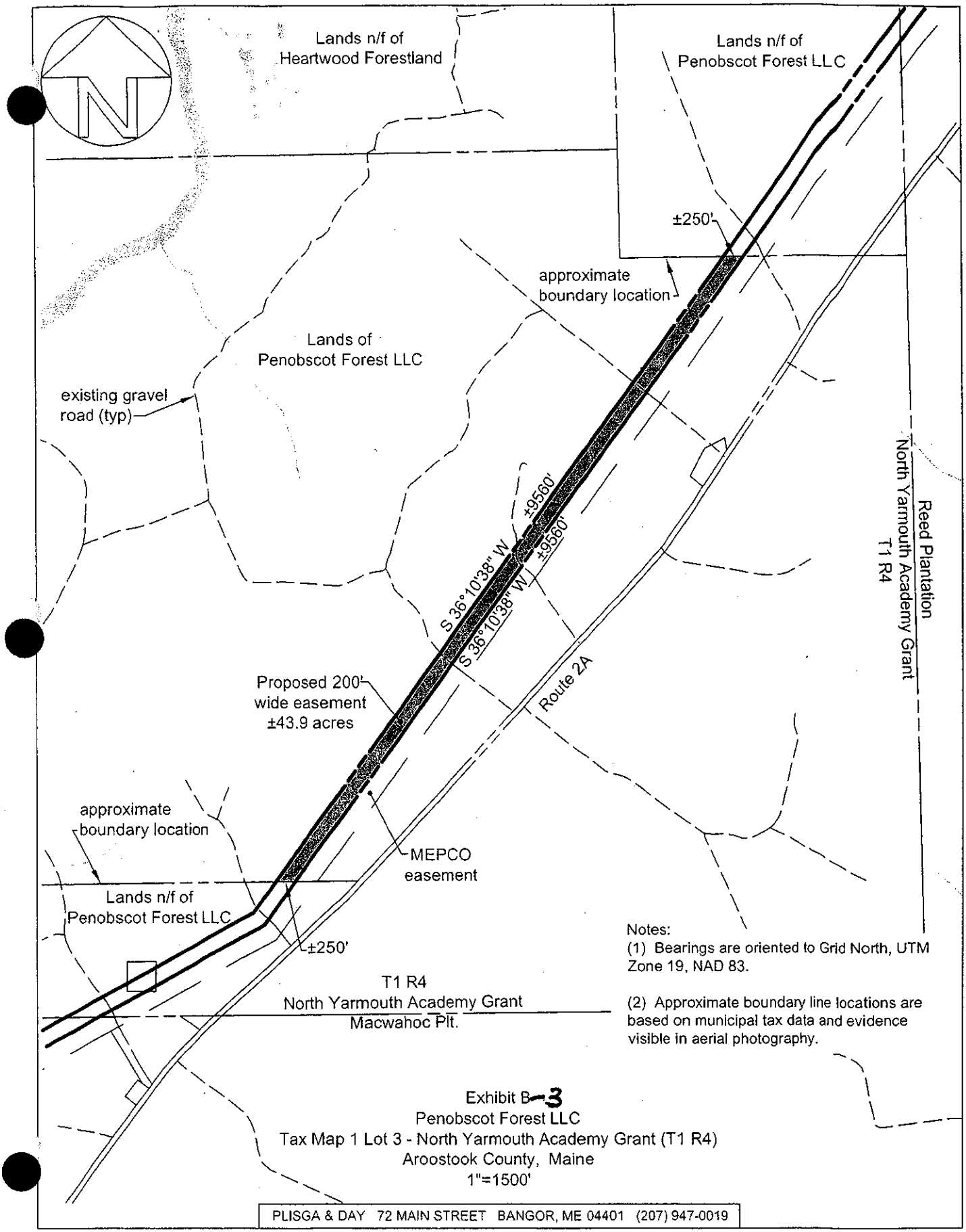


Exhibit B -2
Penobscot Forest LLC
Tax Map 1 Lot 1
Glenwood Plantation, Aroostook County, Maine

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

1"=2000'



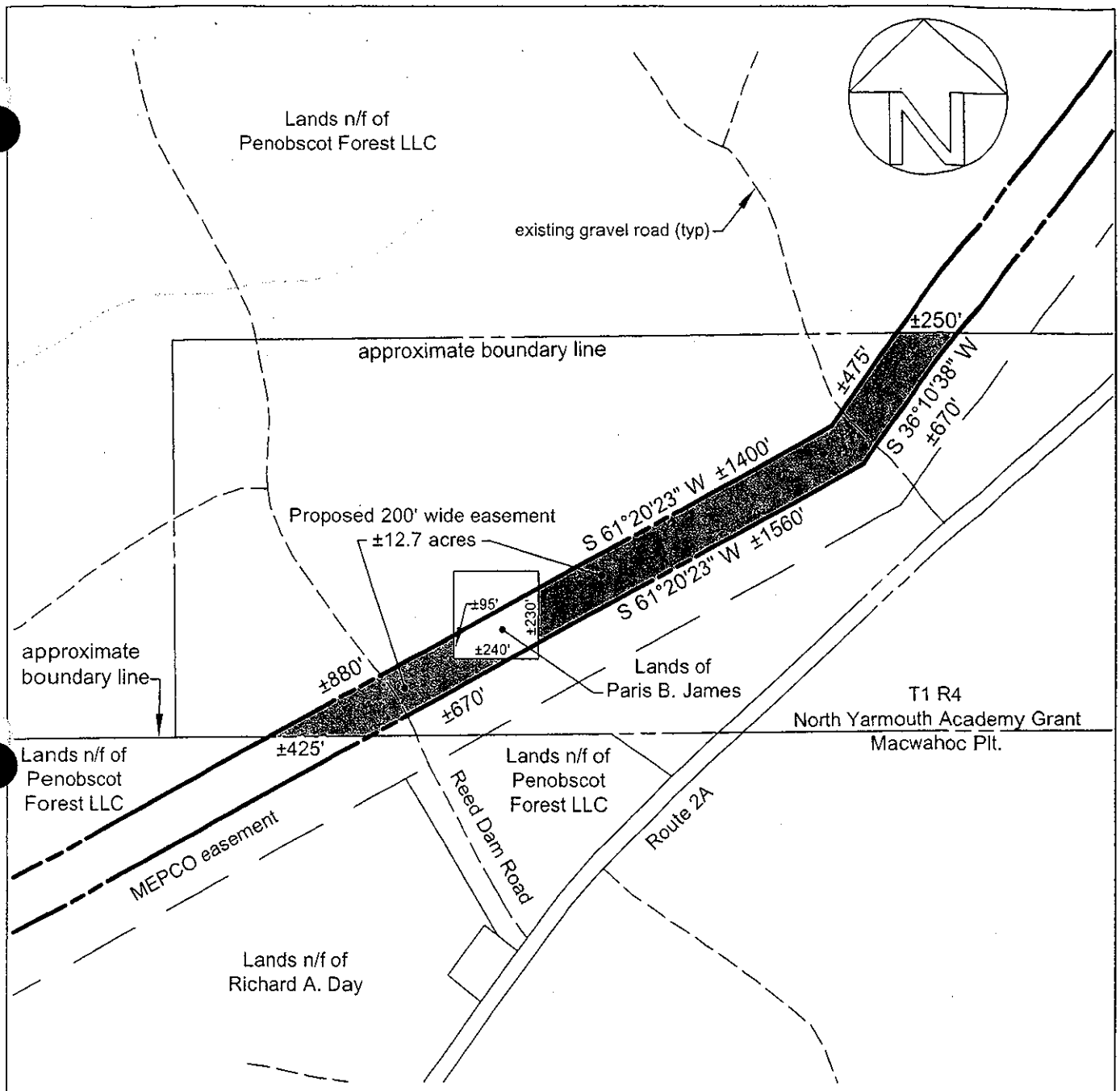
Notes:

(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B-3
Penobscot Forest LLC
Tax Map 1 Lot 3 - North Yarmouth Academy Grant (T1 R4)
Aroostook County, Maine
1"=1500'

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



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B – 4
Penobscot Forest LLC
Tax Map 1 Lot 4 - North Yarmouth Academy Grant (T1 R4), Aroostook County, Maine

1"=600'

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

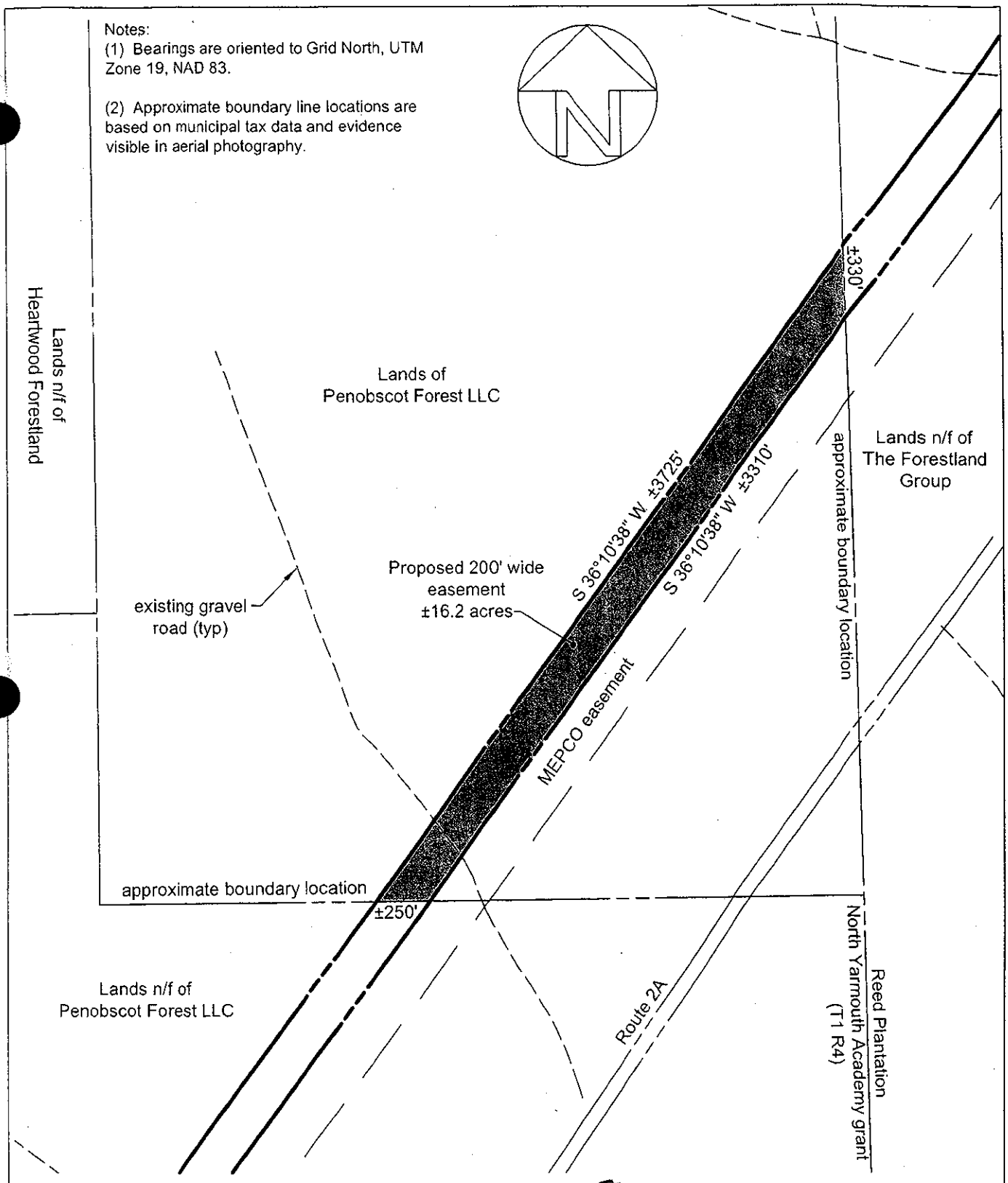


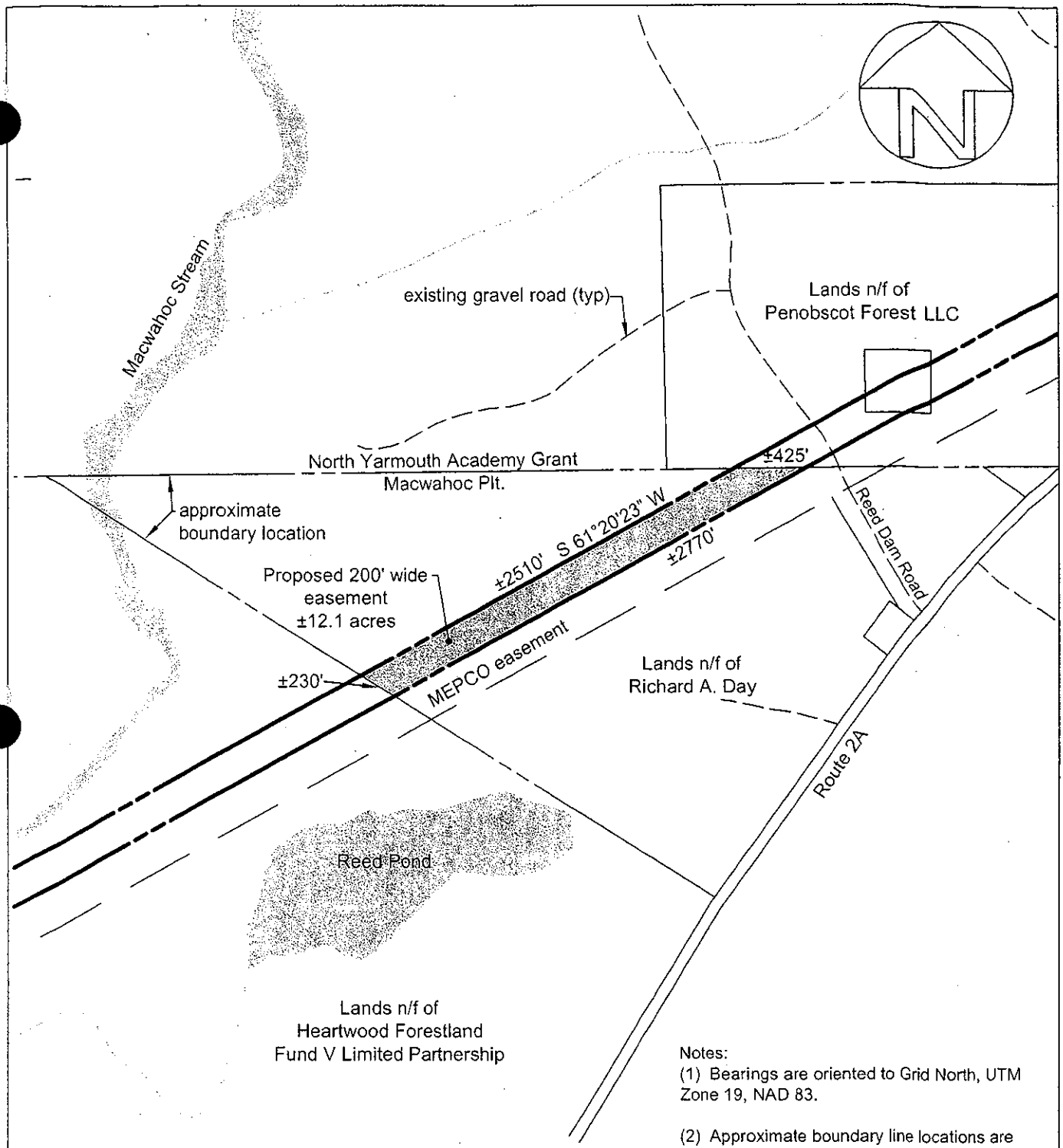
Exhibit B-5

Penobscot Forest LLC

Tax Map 1 Lot 6 - North Yarmouth Academy Grant (T1 R4), Aroostook County, Maine

1"=600'

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



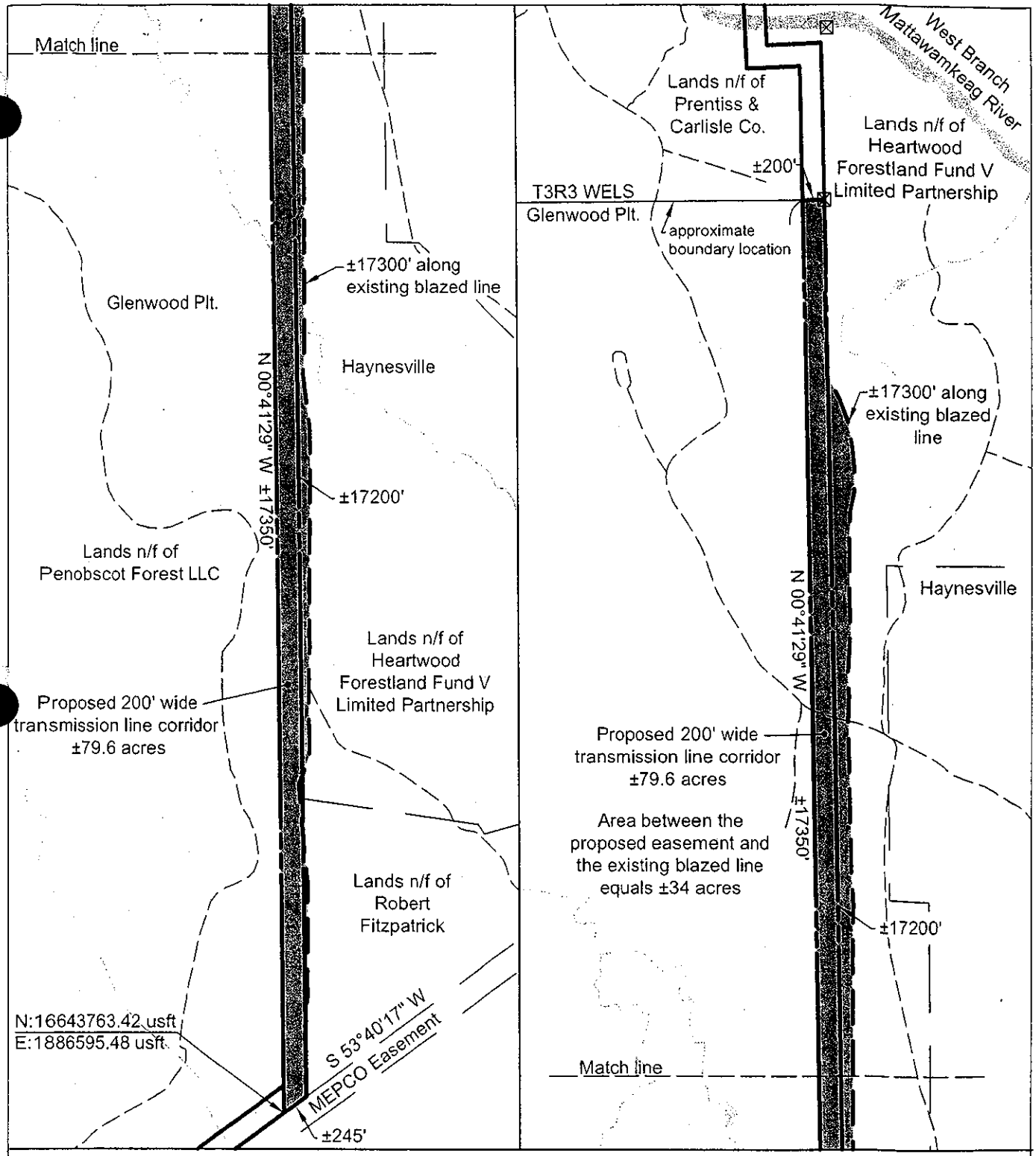
Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B-6
Penobscot Forest LLC
Tax Map 4 Lot 4 - Macwahoc, Aroostook County, Maine

1"=800'

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



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B-7
Penobscot Forest LLC
Tax Map 1 Lot 1
Glenwood Plantation, Aroostook County, Maine

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

1"=1200'

EXHIBIT C
FEE INTERESTS

That portion of Seller's lands in Glenwood Plantation, Aroostook County, Maine (which lands are depicted on Plantation tax maps as Lot 1-1) shown on the sheet of the Plan attached hereto and marked as **Exhibit B-7** as (i) a shaded area marked "Proposed 200' wide transmission line corridor" and (ii) as the shaded area lying easterly of the easterly boundary of said 200' wide corridor (the "Fee Area"). The Fee Area shall be conveyed together with the benefit of appurtenant easements for access and construction as set forth in set forth in **Exhibit C-6** attached hereto.

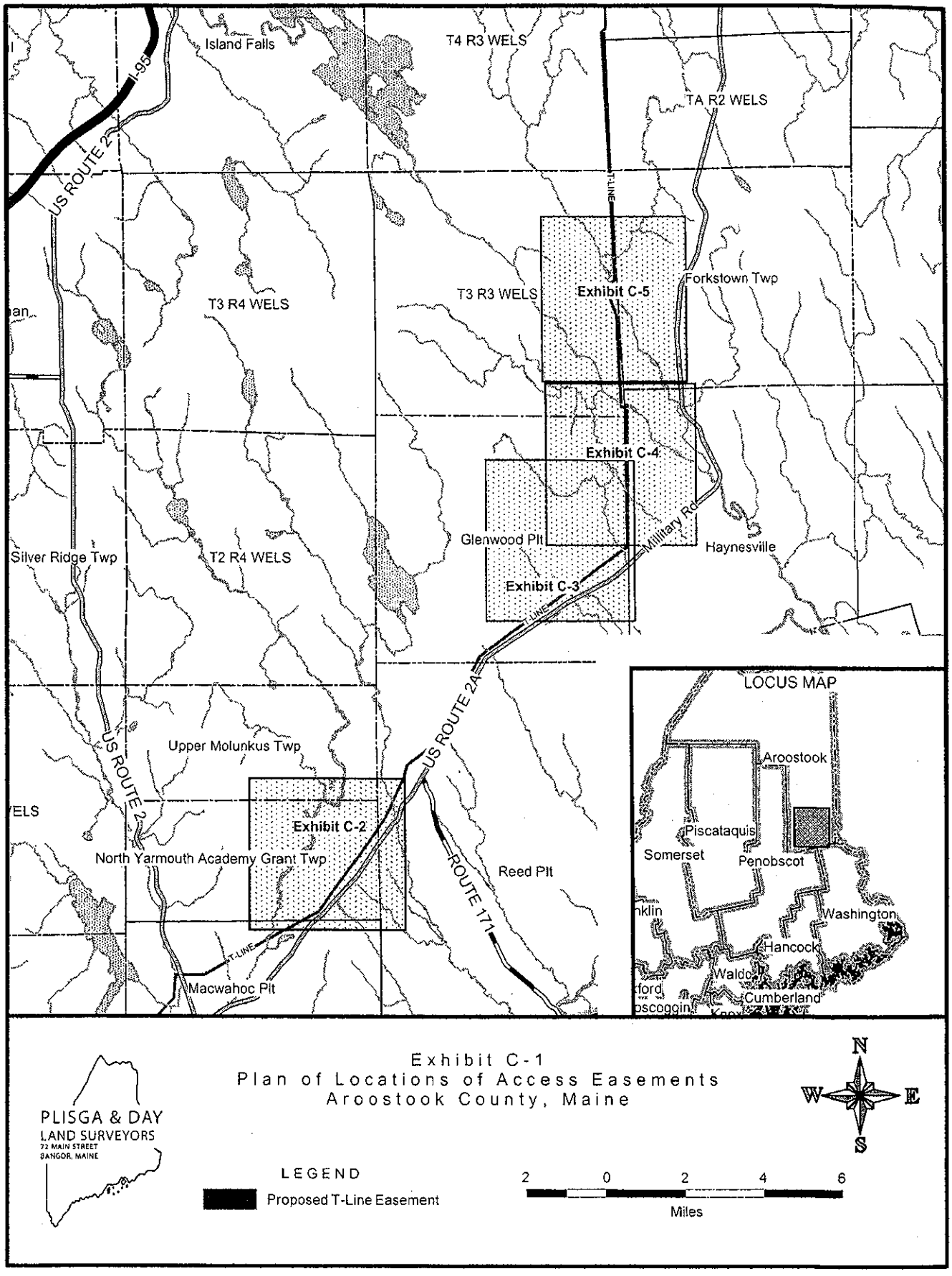


Exhibit C-1
Plan of Locations of Access Easements
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Proposed T-Line Easement

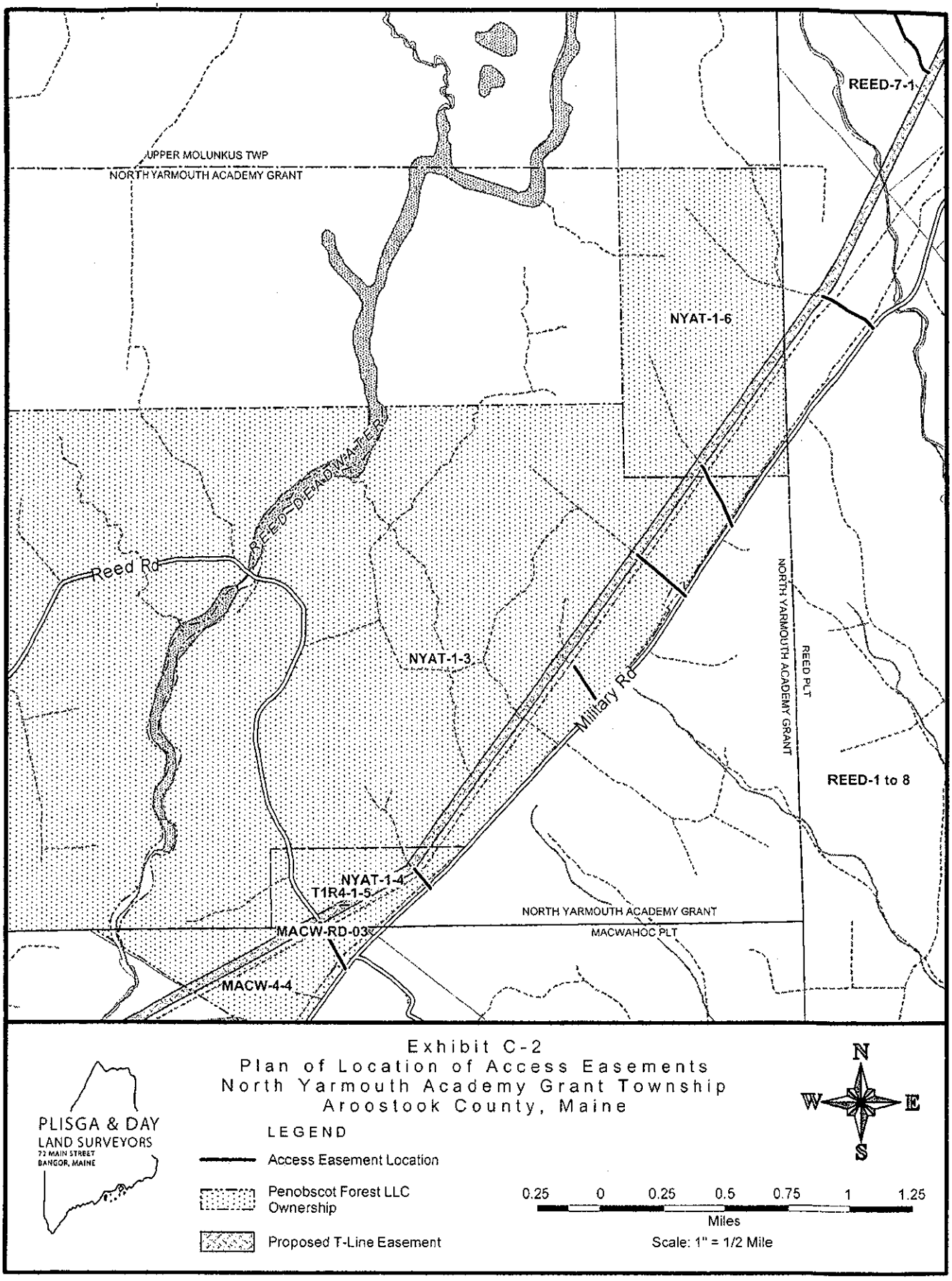


Exhibit C-2
Plan of Location of Access Easements
North Yarmouth Academy Grant Township
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

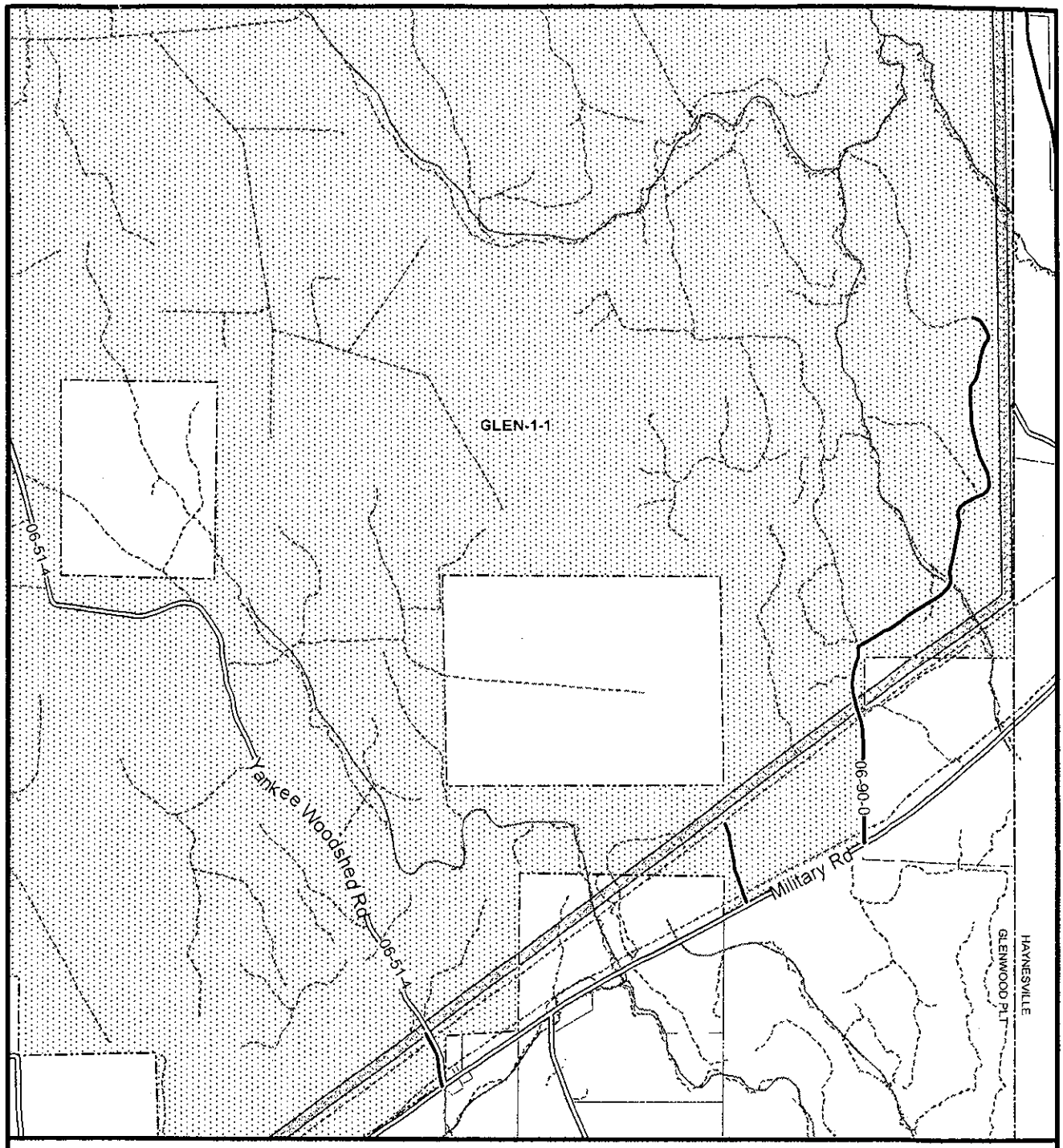


Exhibit C-3
Plan of Location of Access Easements
Glenwood Plantation
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

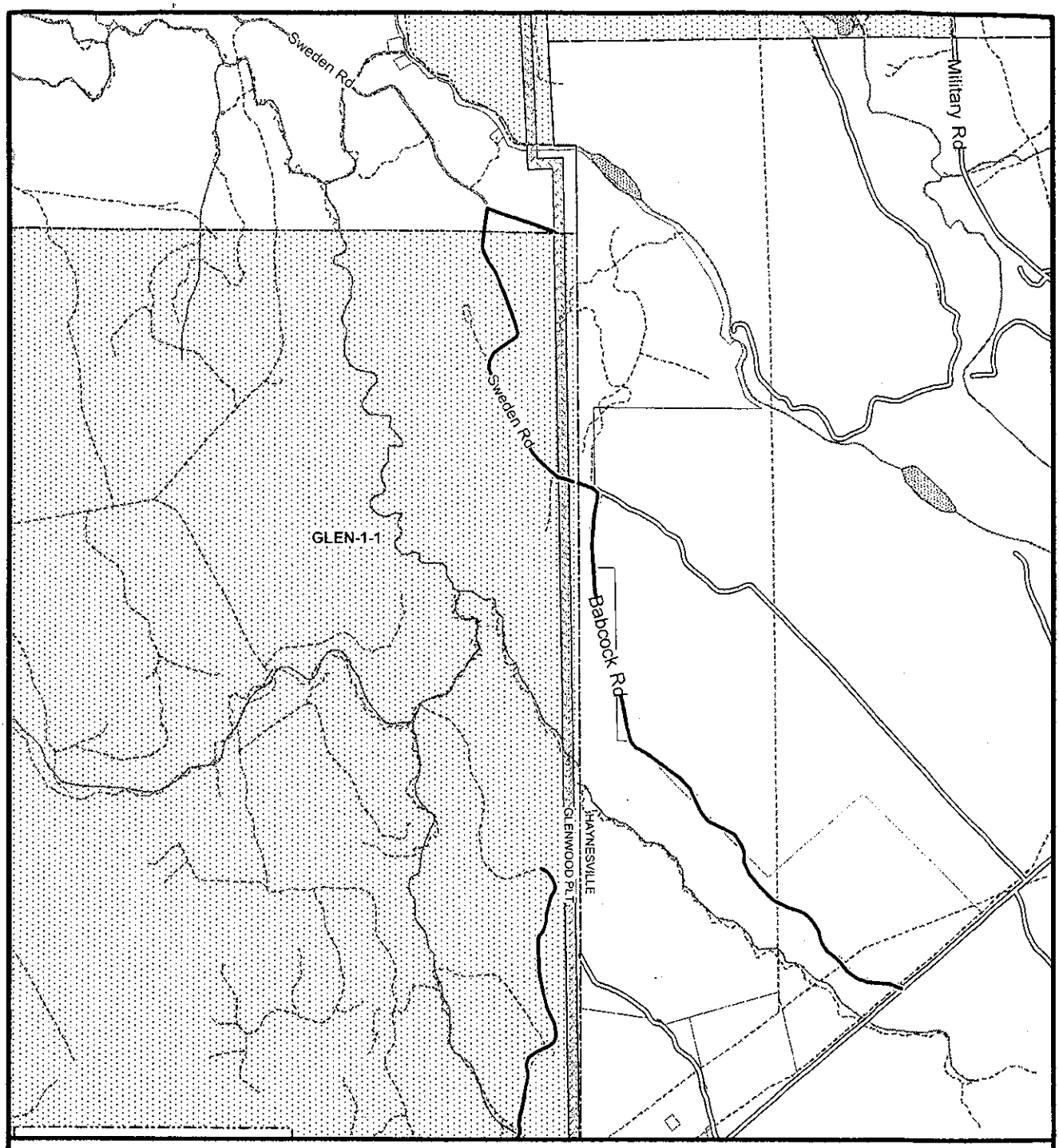


Exhibit C-4
Plan of Location of Access Easements
Glenwood Plantation & Haynesville
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

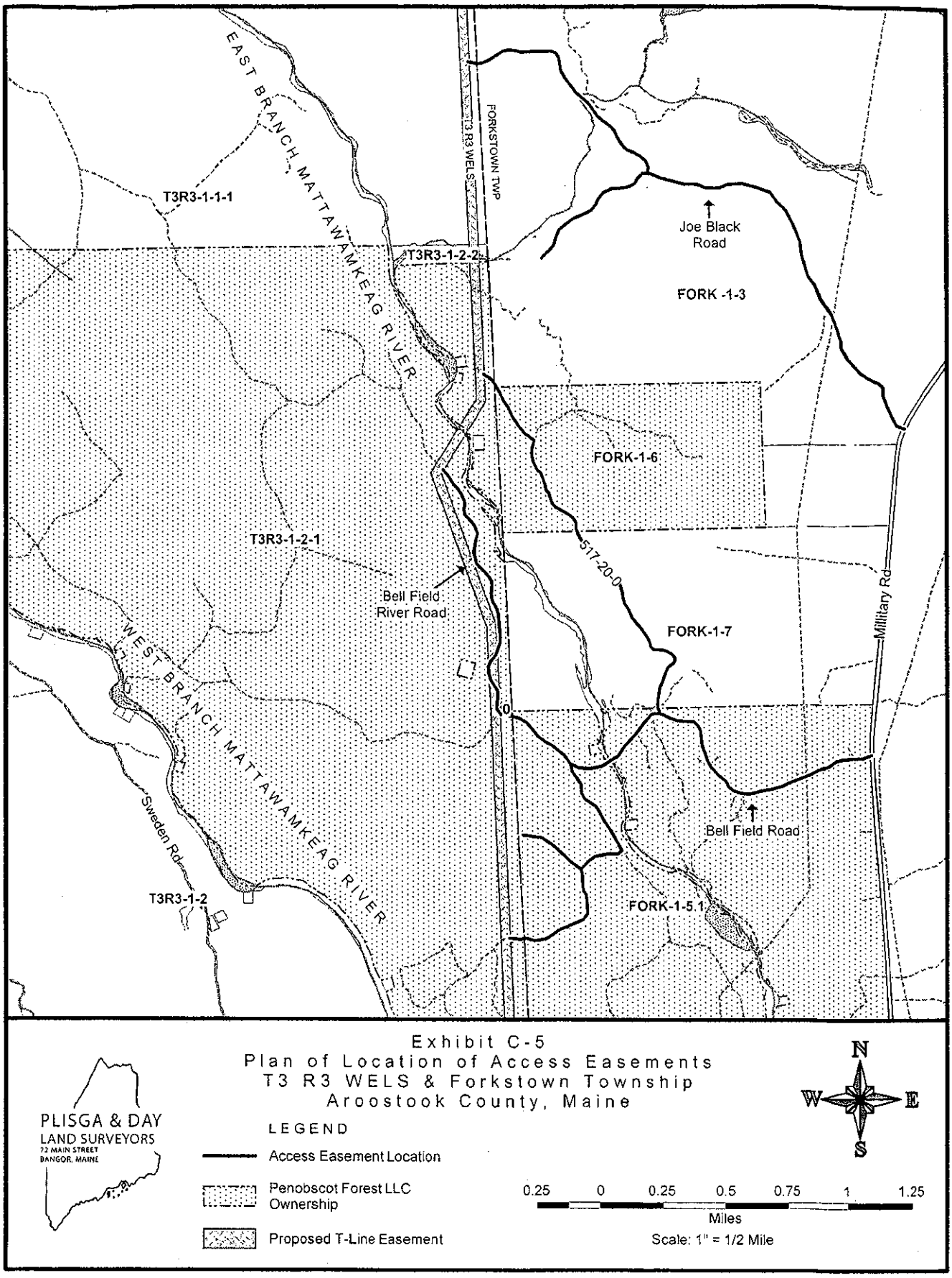


Exhibit C-5
Plan of Location of Access Easements
T3 R3 WELS & Forkstown Township
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N W E S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

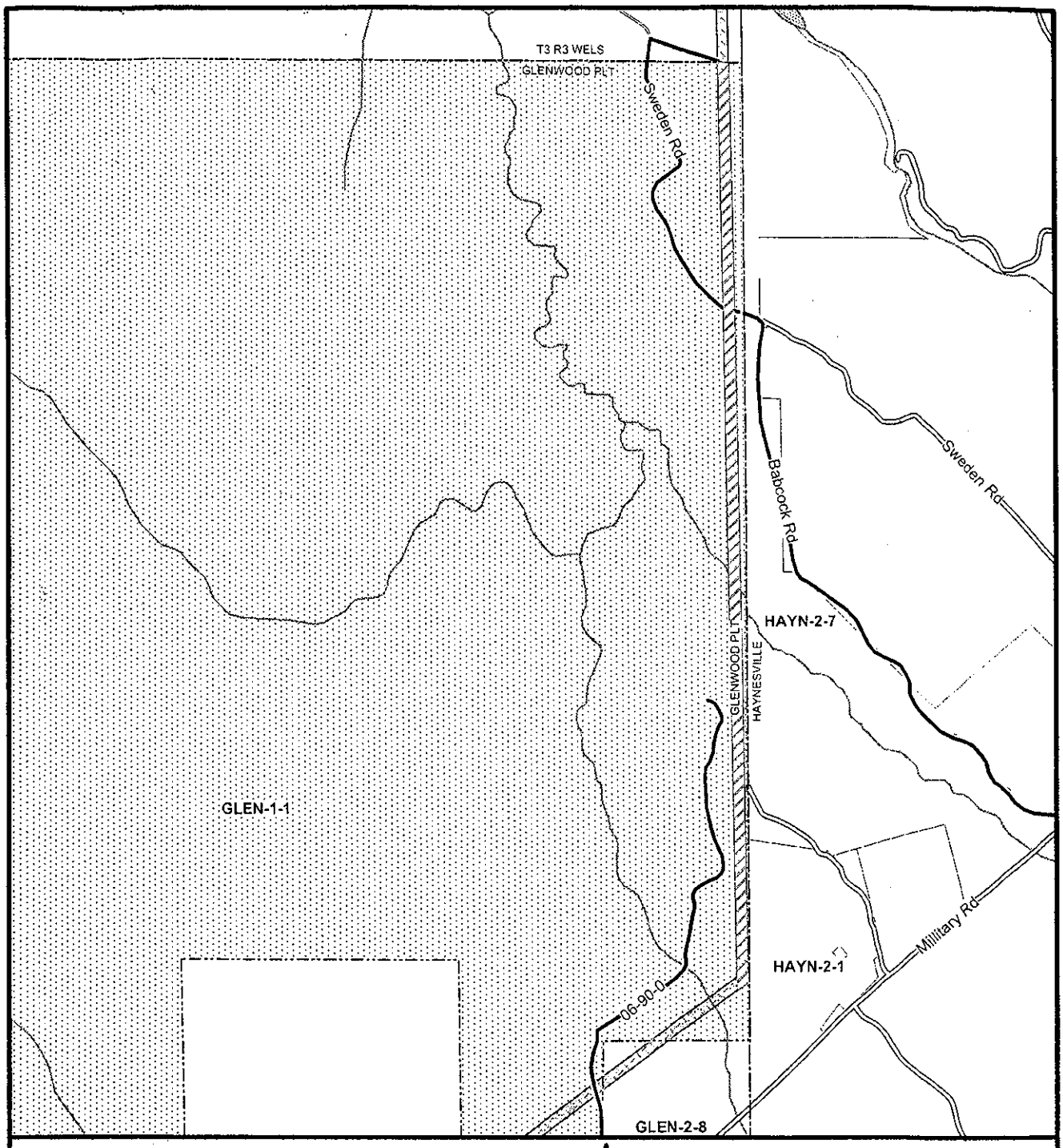


Exhibit C-1
Plan of Location of Access Easements
Glenwood Plantation
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND
- Access Easement Location
- Proposed T-Line Easement
- Maine Gen Lead Fee Ownership (to be transferred)
- Penobscot Forest LLC Ownership

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles
Scale: 1" = 1/2 Mile

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4832 Ps298 #6866
06-15-2010 @ 10:38a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **JAMES R. LAMBERT**, an individual, with a mailing address of 45 Fleetwood Street, Presque Isle, ME 04769 and **STUART W. LAMBERT**, an individual, with a mailing address of 105 Dudley Street, Presque Isle, ME 04769 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in T3R3 WELS, Aroostook County, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Term of Easements**. The Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect.

6. **Representations and Warranties of Grantor**.

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

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

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

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

9. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond,

except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

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

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

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

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

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

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

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

Notice to Grantor: James R. Lambert
45 Fleetwood Street
Presque Isle, ME 04769

Stuart W. Lambert
105 Dudley Street
Presque Isle, ME 04769

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

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

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

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

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

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

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

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

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

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

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

26. **Width of Easement.** The Easement shall have a width of not more than two hundred (200) feet and may, in Grantee's discretion, have a lesser width.

27. **Release of Easement.** Not prior to ten (10) years after the Effective Date and only if the Easement has been abandoned and is not actively being used for the purposes granted in this Agreement, Grantor may submit a written request to Grantee or its assignees to record a release of the Easement in the Registry of Deeds. Grantee or its assignees shall be required to comply with such request within ninety (90) days. For the purposes of this Agreement, abandonment shall occur only when Grantee has ceased use of the Easement Area for a period of three (3) consecutive years. In no case shall non-use prior to construction within the Easement Area or suspension of operations of a wind energy project transmitting electricity over the Easement Area for routine maintenance, overhaul, upgrade, or reconditioning qualify as abandonment. Additionally, a suspension of operations due to force majeure shall not qualify towards the period of abandonment. In the case of abandonment or relinquishment of rights, said abandonment or relinquishment shall be in favor of the then owner of the underlying fee interest in and to the property described herein; *provided, however*, that Grantee shall have a reasonable time after such abandonment or relinquishment, to remove Grantee's facilities and restore the surface.

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **James R. Lambert** has executed this instrument this 13th day of April, 2010.

James R. Lambert

STATE OF MAINE §
§
COUNTY OF AROOSTOOK § April 13, 2010

Personally appeared the above-named JAMES R. LAMBERT and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: Richard L. Currier

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **Stuart W. Lambert** has executed this instrument this 13th day of April, 2010.

Stuart W. Lambert

STATE OF MAINE §
§
COUNTY OF AROOSTOOK § April 13, 2010

Personally appeared the above-named STUART W. LAMBERT and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: ~~Richard L. Currier~~
Lynnette M. Lanway
My Commission expires
May 7, 2011

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 2nd day of June, 2010.

MAINE GENLEAD, LLC

By: _____
Name: Evelyn Lim
Its: Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § June 2, 2010.

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/~~her~~ free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between James & Stuart Lambert, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed dated September 6th, 1994, by and between Clair Lambert, and James Lambert, and Stuart Lambert, recorded September 7th, 1994, in Book 2721, Page 158, at the Registry of Deeds, Aroostook County, Maine. (T3R3 1-2.2)

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

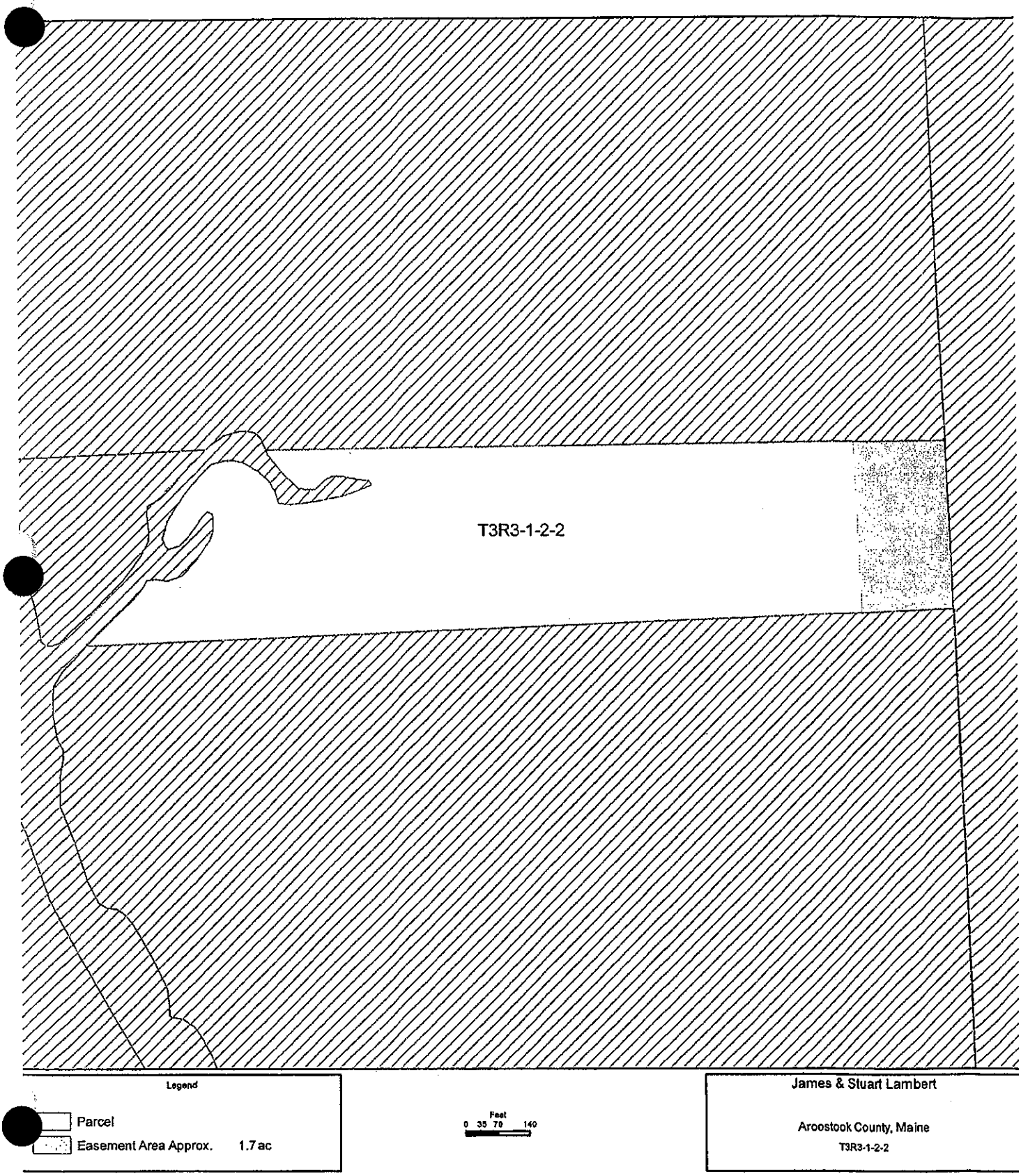


EXHIBIT C

Pre-existing Encumbrances

Received
ARDOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4910 Pg38 #1041
02-01-2011 @ 04:00p

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

SELLER: **PENOBSCOT FOREST, LLC**, a Delaware limited liability company with a mailing address of 77 Franklin St., 10th Floor, Boston, MA 02110

PURCHASER: **MAINE GENLEAD, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises and Interests subject to Purchase and Sale Agreement:**

A. Easements for a transmission corridor to, on and across a portion of the property of Seller described in deed recorded in Book 4093, Page 248 of the Aroostook County Registry of Deeds (Southern District), together with access easements to said portion; said portion is described on Exhibit A attached hereto and is depicted on Exhibit B-1 through B-6 attached hereto, and the easements to said portion are depicted on Exhibits C-1 through C-5 attached hereto.

B. Fee simple interest in a portion of said property of Seller described in Book 4093, Page 248 and easements to said portion; said portion is described on Exhibit C attached hereto and is depicted on Exhibits B-7 attached hereto and the easements to said portion are depicted on Exhibit C-6 attached hereto.

II. **Date of Purchase and Sale Agreement:** August 3, 2010

III. **Date of Closing:** The closing (the "Closing") shall take place at 10:00 a.m. on (i) the first business day that is 30 days after the Permit Date but in no event later than December 1, 2012, or (ii) such earlier date as Purchaser may request. "Permit Date" is defined as the date upon which Purchaser has received any and all permits from the Maine Department of Environmental Protection that Purchaser determines necessary in connection with the construction and operation of its transmission corridor and the final resolution of any appeals thereof

IV. This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall constitute a single instrument.

In Witness Whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this 28th day of January, 2011.

WITNESS:

Sarah E. Kern

SELLER:
PENOBSCOT FOREST LLC
By: Kennebec Forest LLC, Its Managing Member
By: Black Bear Forest, Inc., Its Sole Member

By: Danielle Jankowski
Name: Danielle Jankowski
Its: Authorized Person

Commonwealth of Massachusetts
County of

1/28/, 2011

Then personally appeared the above-named Authorized Person Daniel K Jankauer in his/her capacity as ~~President~~ of Black Bear Forest, Inc., Sole Member of Kennebec Forest LLC, Managing Member of PENOBSCOT FOREST LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said corporation and limited liability companies.

Before me,

KRISTEN NICHOLAS
Notary Public
Massachusetts
Commission Expires Aug 18, 2017

K S Nichols
Notary Public

WITNESS:

PURCHASER:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC

_____

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

January 28, 2011

Then personally appeared the above-named Elizabeth Weir, Assistant Secy of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public
My commission expires: 12.2.16

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

LIST OF EXHIBITS:
Exhibit A – Easement Interests
Exhibit B-1 through B-6 – Depiction of Easement Areas
Exhibit B-7 – Depiction of Fee Area
Exhibit C – Description of Fee Area
Exhibit C-1 to C-5 – Depiction of Appurtenant Easement Locations to Easement Areas
Exhibit C-6 – Depiction of Appurtenant Easement Locations to Fee Area

EXHIBIT A
EASEMENTS INTERESTS

Transmission Easement Deed and Agreement to, on, under, over and across lands of Seller in T3R3 WELS (depicted on State tax maps thereof as Lot 1-2.1), Glenwood Plantation (depicted on Plantation tax maps thereof as Lot 1-1), North Yarmouth Academy Grant Township (depicted on State tax maps thereof as Lots 1-3, 1-4, and 1-6), and Macwahoc Plantation (depicted on State tax maps thereof as Lot 4-4), Aroostook County, Maine. The Transmission Easement to be granted under the Easement Agreement shall encumber those locations of Seller's lands shown as "Proposed 200' wide easement" on six sheets of the copy of the survey sketch plan (the "Plan") attached hereto and marked as **Exhibits B-1 through B-6**.

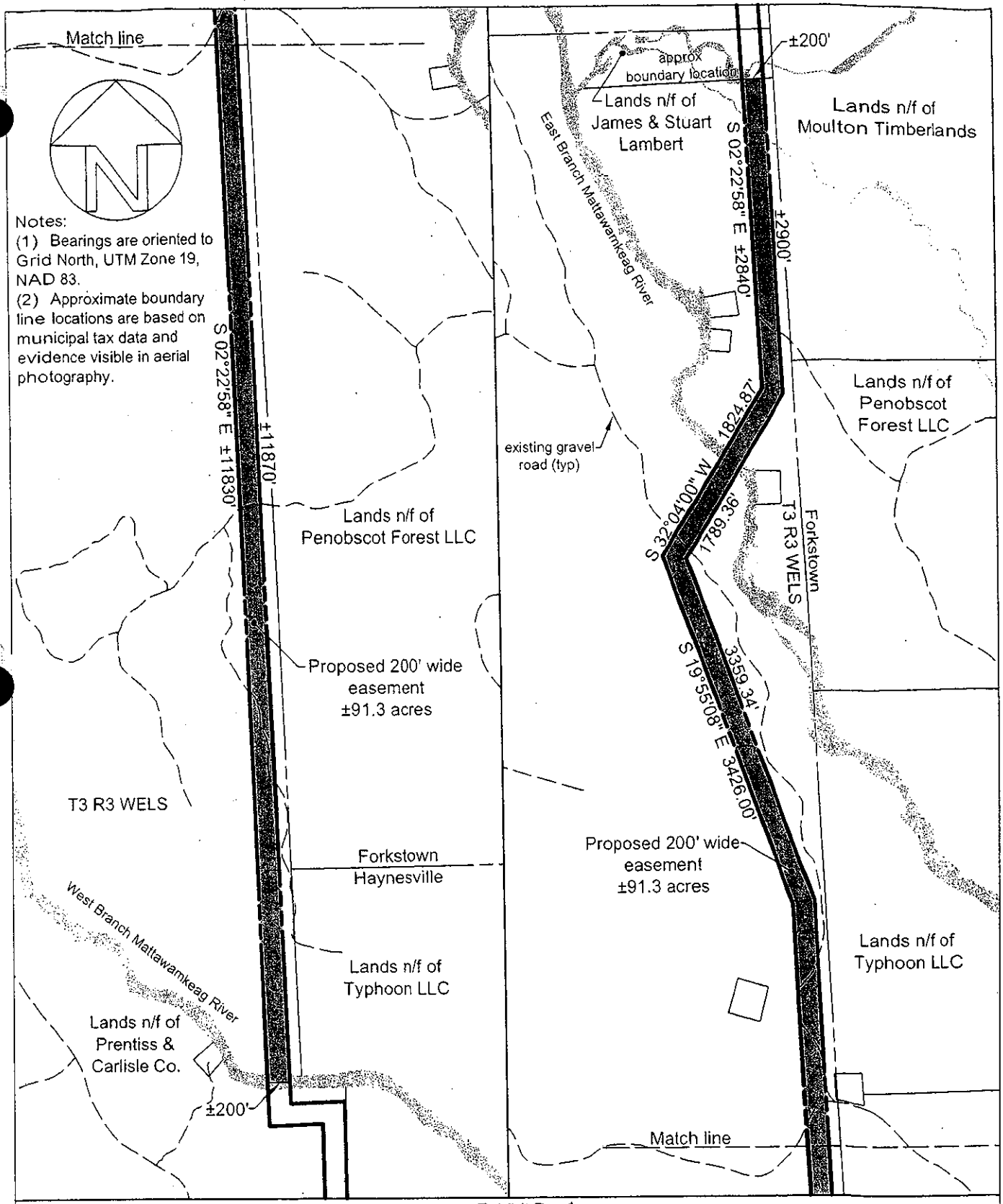


Exhibit B

Penobscot Forest LLC

Tax Map 1 Lot 2.1

Township 3 Range 3 WELS, Aroostook County, Maine

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

1"=1200'

Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) With the exception of easement sidelines, boundary line locations are approximate and based on municipal tax data.

Line	Bearing	Distance
L1	N 53°40'17" E	±6880'
L2	Southerly	±250'
L3	S 53°40'17" W	±6870'
L4	Northerly	±245'
L5	N 53°40'17" E	±5755'
L6	Southerly	±250'
L7	S 53°40'17" W	±5335'
L8	Westerly	±335'
L9	N 53°40'17" E	±1665'
L10	S 0° 41' 29" E	246.09'
L11	S 53°40'17" W	±1255'
L12	Westerly	±330'

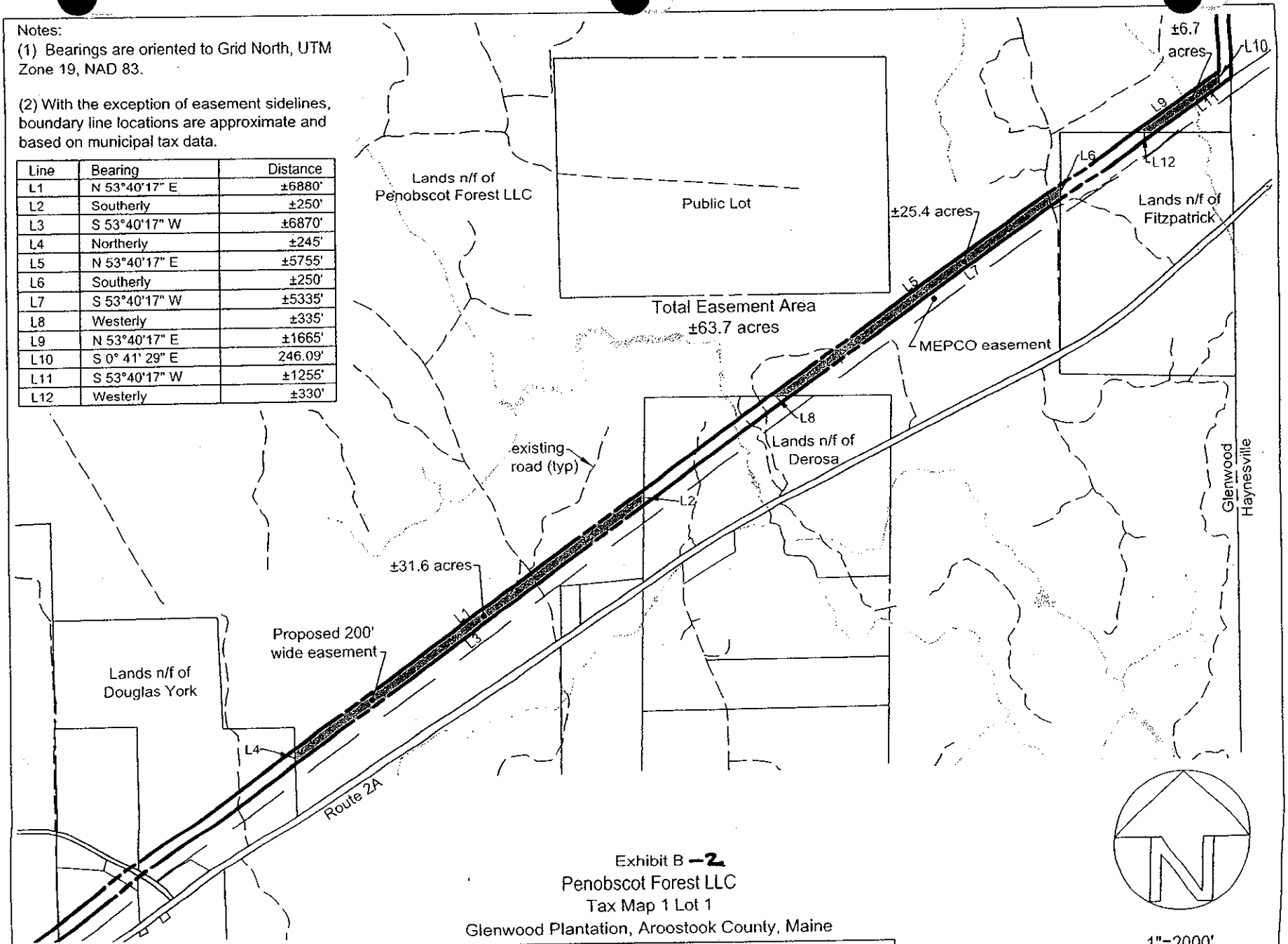


Exhibit B –2

Penobscot Forest LLC

Tax Map 1 Lot 1

Glenwood Plantation, Aroostook County, Maine

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

1"=2000'

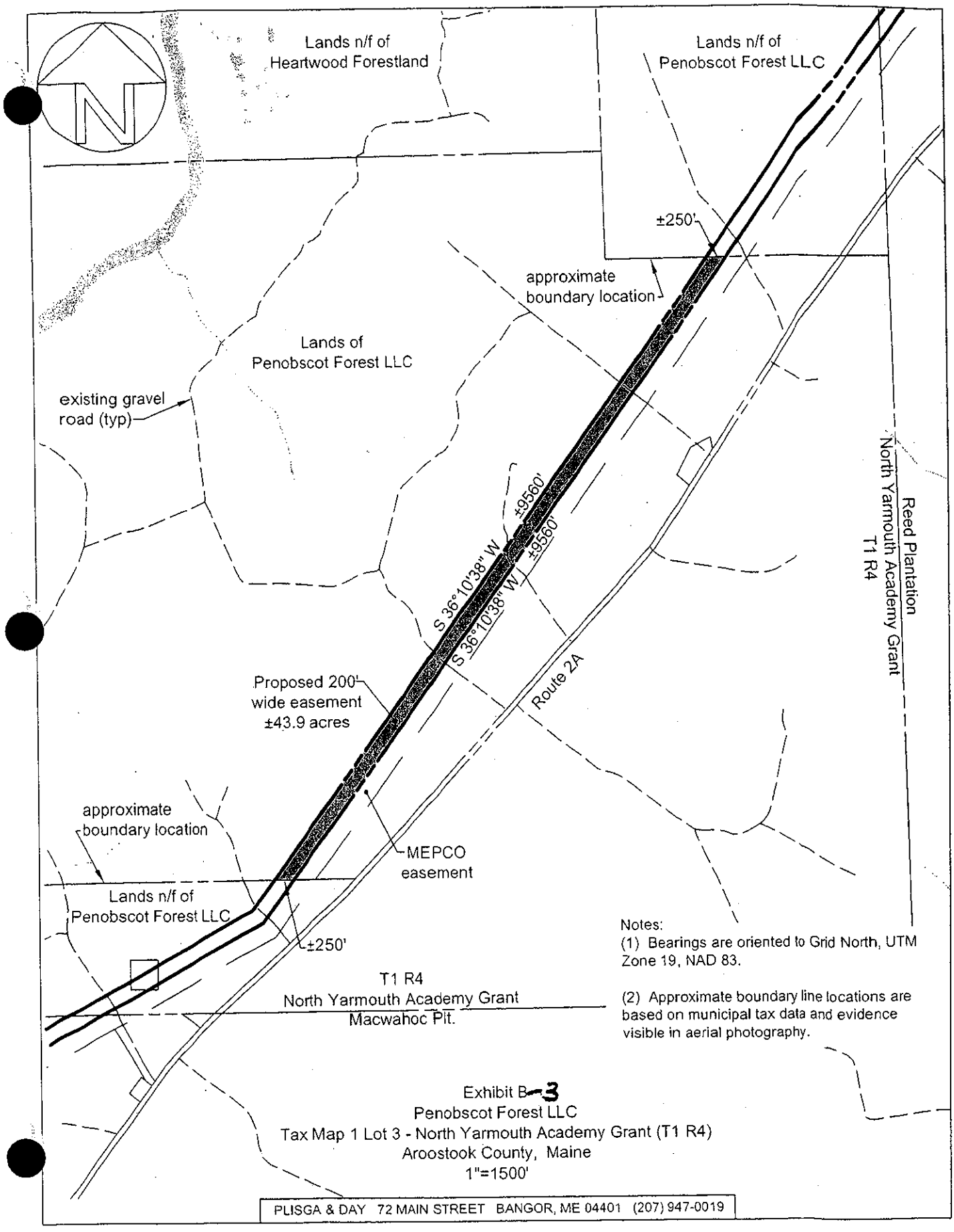
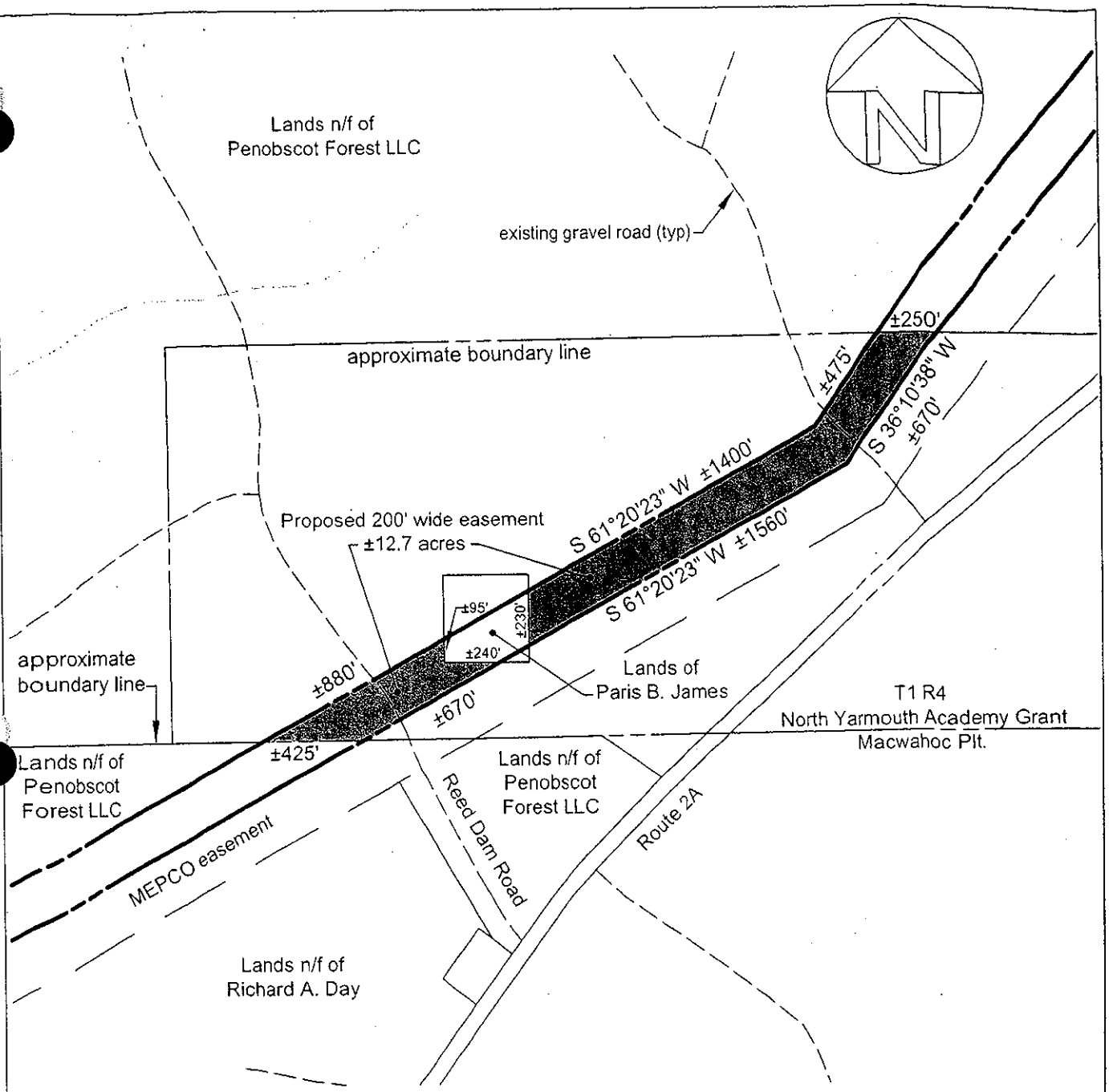


Exhibit B-3
Penobscot Forest LLC
Tax Map 1 Lot 3 - North Yarmouth Academy Grant (T1 R4)
Aroostook County, Maine
1"=1500'

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



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B – 4
Penobscot Forest LLC
Tax Map 1 Lot 4 - North Yarmouth Academy Grant (T1 R4), Aroostook County, Maine
1"=600'

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

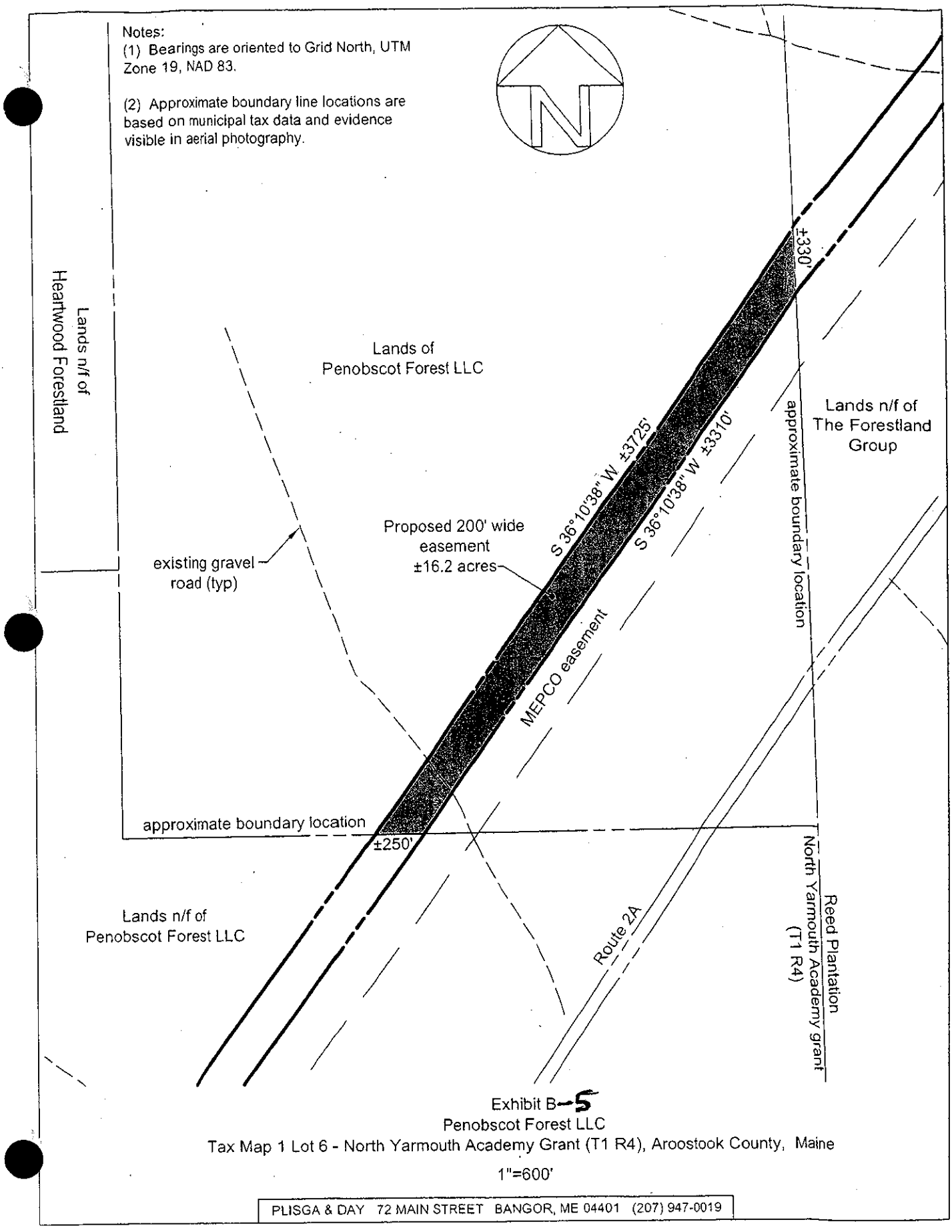
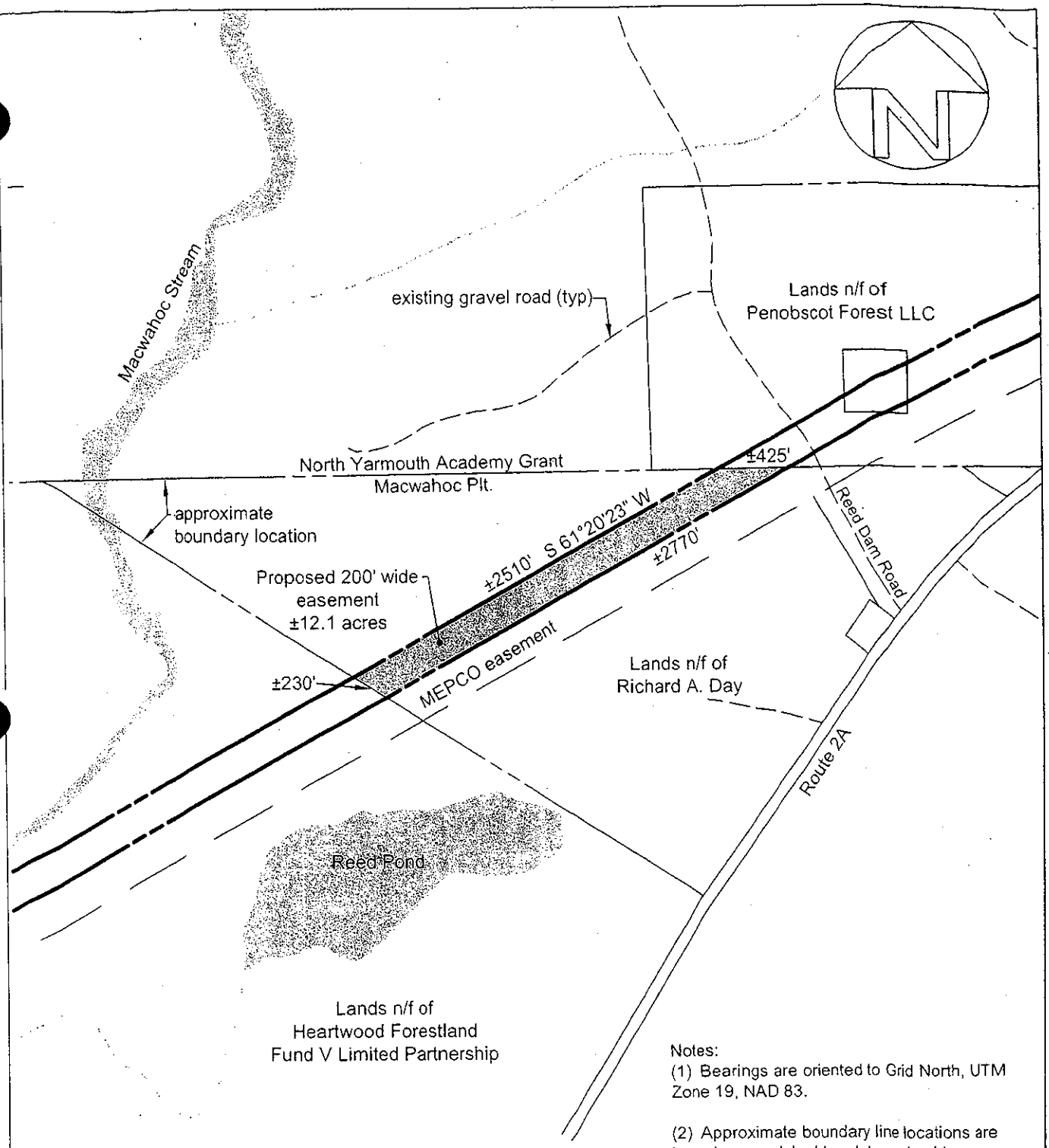


Exhibit B-5
Penobscot Forest LLC
Tax Map 1 Lot 6 - North Yarmouth Academy Grant (T1 R4), Aroostook County, Maine
1"=600'

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



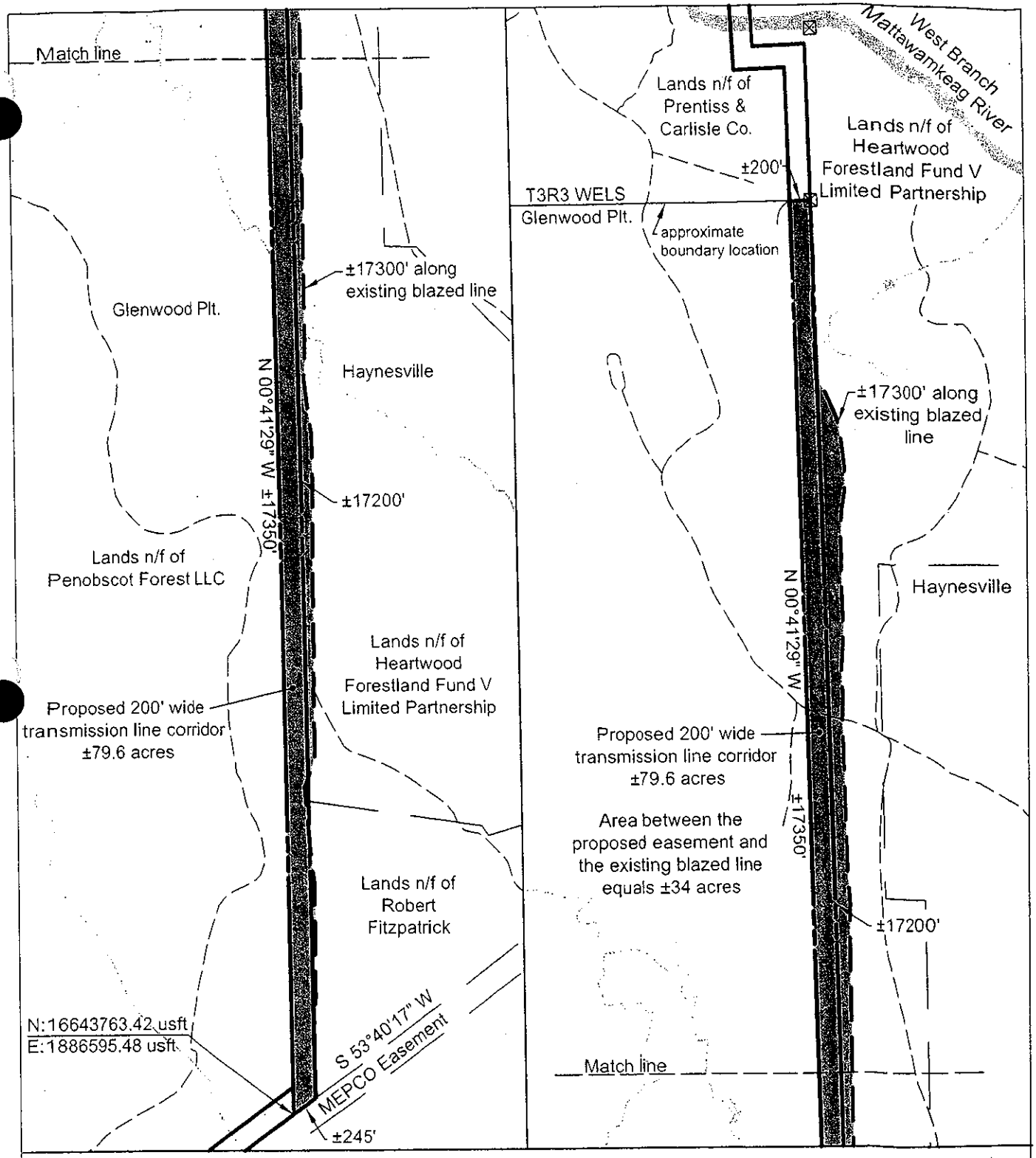
Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B-6
Penobscot Forest LLC
Tax Map 4 Lot 4 - Macwahoc, Aroostook County, Maine

1"=800'

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



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

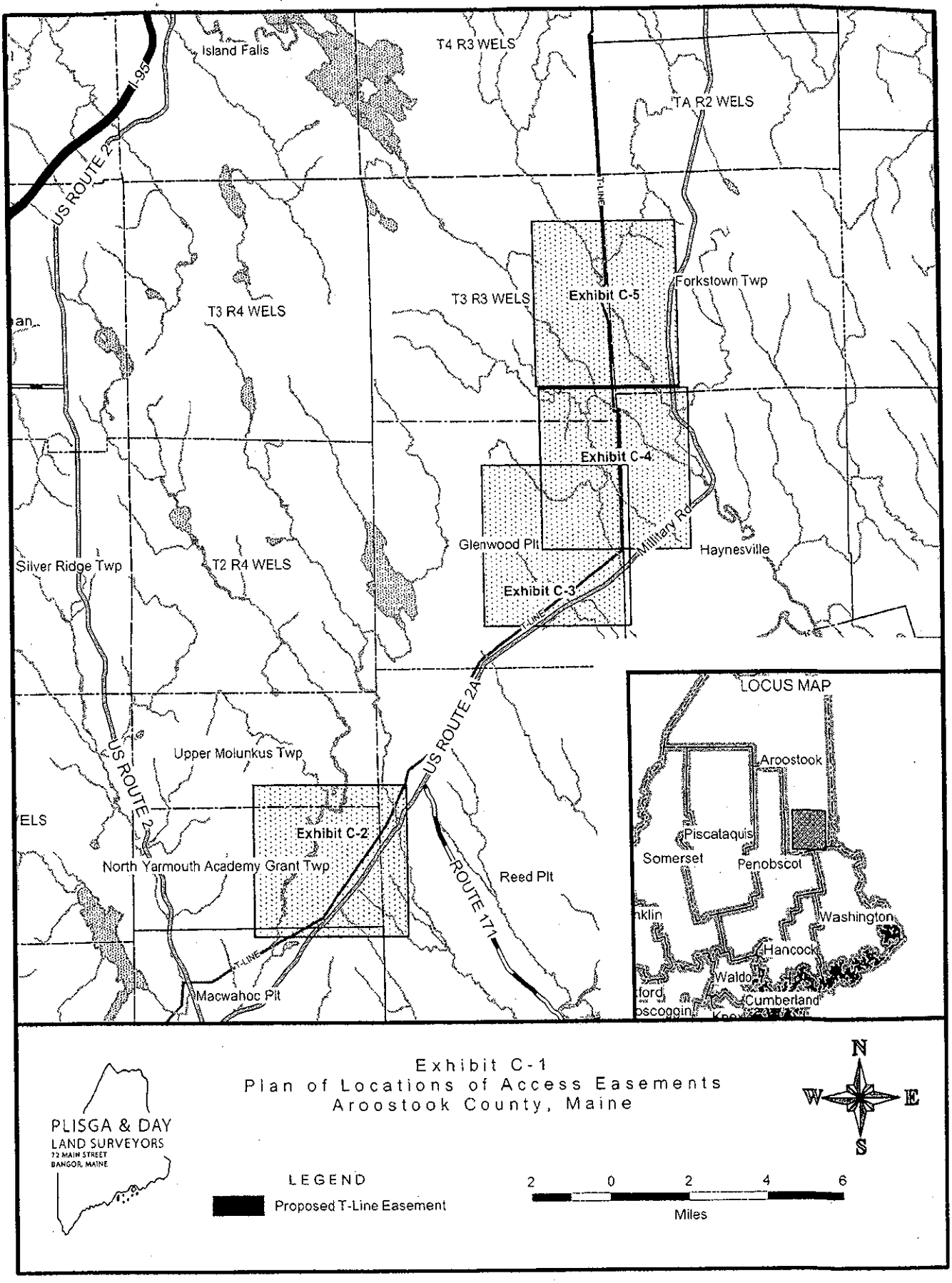
Exhibit B-7
Penobscot Forest LLC
Tax Map 1 Lot 1
Glenwood Plantation, Aroostook County, Maine

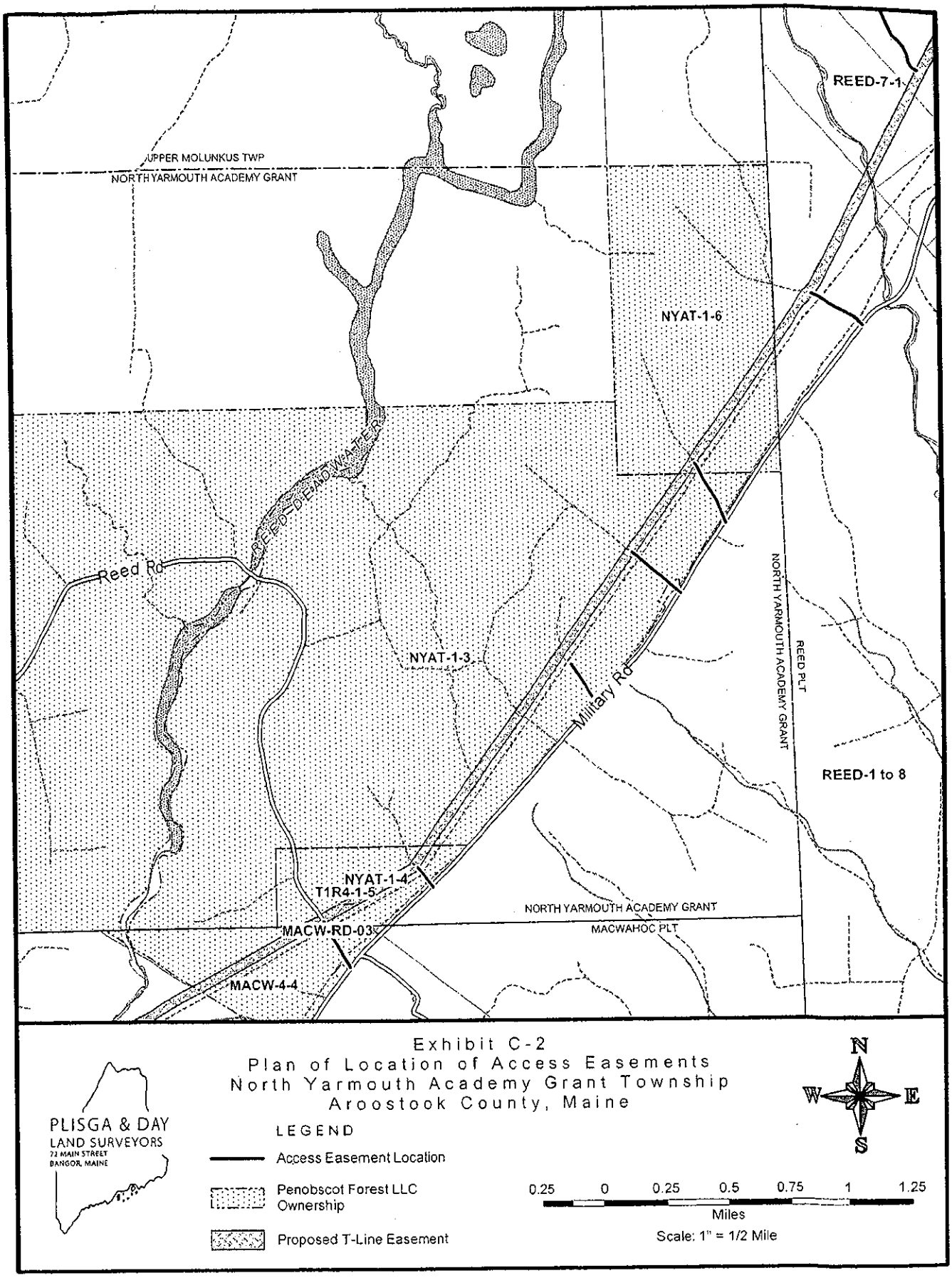
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=1200'

EXHIBIT C
FEE INTERESTS

That portion of Seller's lands in Glenwood Plantation, Aroostook County, Maine (which lands are depicted on Plantation tax maps as Lot 1-1) shown on the sheet of the Plan attached hereto and marked as **Exhibit B-7** as (i) a shaded area marked "Proposed 200' wide transmission line corridor" and (ii) as the shaded area lying easterly of the easterly boundary of said 200' wide corridor (the "Fee Area"). The Fee Area shall be conveyed together with the benefit of appurtenant easements for access and construction as set forth in set forth in **Exhibit C-6** attached hereto.


Island Falls
T4 R3 WELS
TA R2 WELS
I-95
US ROUTE 2
T-LINE
T3 R4 WELS
T3 R3 WELS
Exhibit C-5
Forkstown Twp
Exhibit C-4
Glenwood Plt
Military Rd
Haynesville
Silver Ridge Twp
T2 R4 WELS
Exhibit C-3
T-LINE
US ROUTE 2A
US ROUTE 2
Upper Molunkus Twp
Exhibit C-2
North Yarmouth Academy Grant Twp
Reed Plt
ROUTE 171
T-LINE
Macwahoc Plt
LOCUS MAP
Aroostook
Piscataquis
Somerset
Penobscot
Washington
Hancock
Waldo
Cumberland
Exhibit C-1
Plan of Locations of Access Easements
Aroostook County, Maine
PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE
LEGEND
Proposed T-Line Easement
2 0 2 4 6
Miles
N
W
E
S


UPPER MOLUNKUS TWP
NORTH YARMOUTH ACADEMY GRANT
REED-7-1
NYAT-1-6
REED-DEADWATER
Reed Rd
NYAT-1-3
Military Rd
NORTH YARMOUTH ACADEMY GRANT
REED PLT
REED-1 to 8
NYAT-1-4
T1R4-1-5
NORTH YARMOUTH ACADEMY GRANT
MACWAHOC PLT
MACW-RD-03
MACW-4-4
Exhibit C-2
Plan of Location of Access Easements
North Yarmouth Academy Grant Township
Aroostook County, Maine
PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE
LEGEND
Access Easement Location
Penobscot Forest LLC Ownership
Proposed T-Line Easement
N
W
E
S
0.25 0 0.25 0.5 0.75 1 1.25
Miles
Scale: 1" = 1/2 Mile

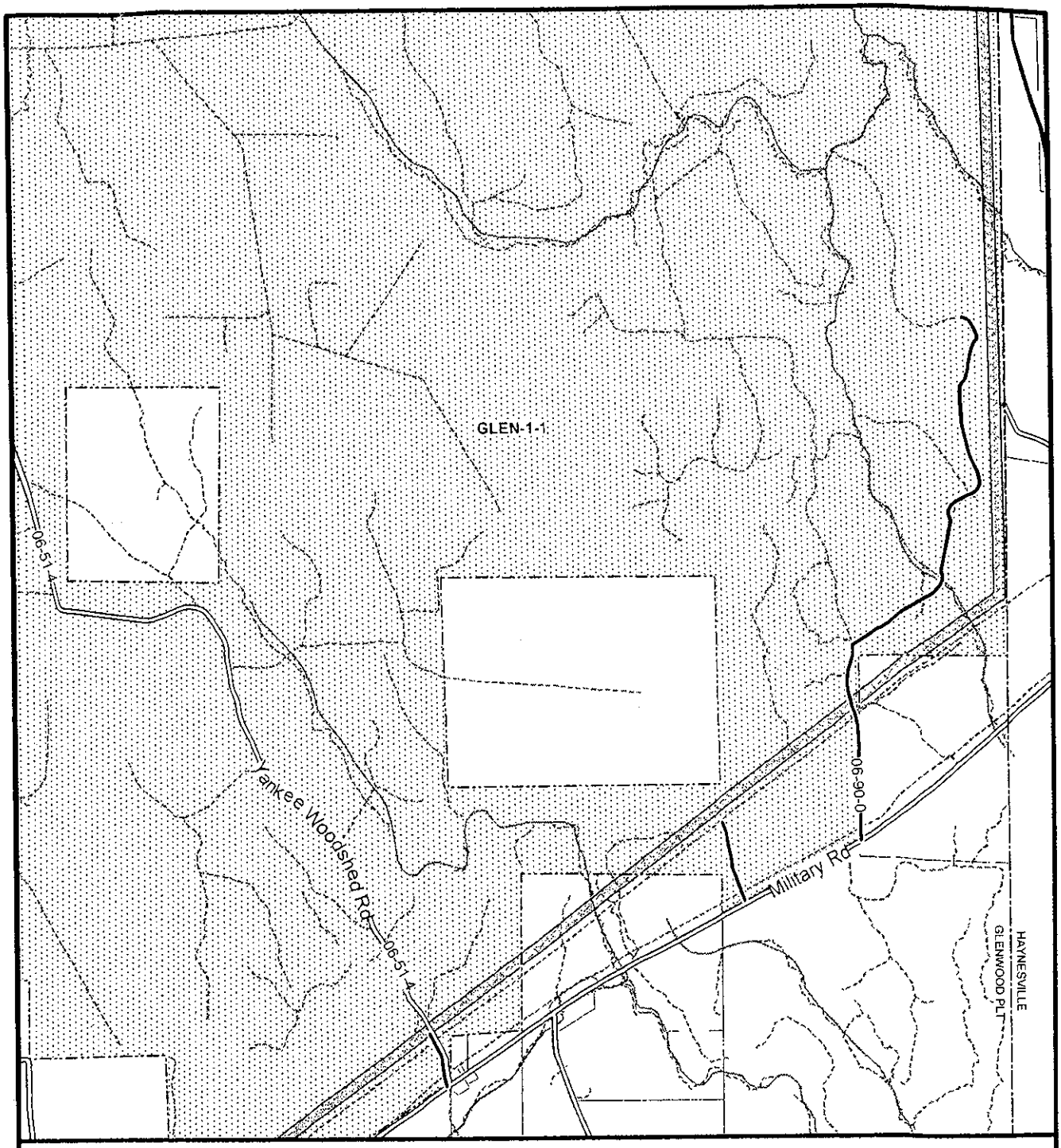


Exhibit C-3
Plan of Location of Access Easements
Glenwood Plantation
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

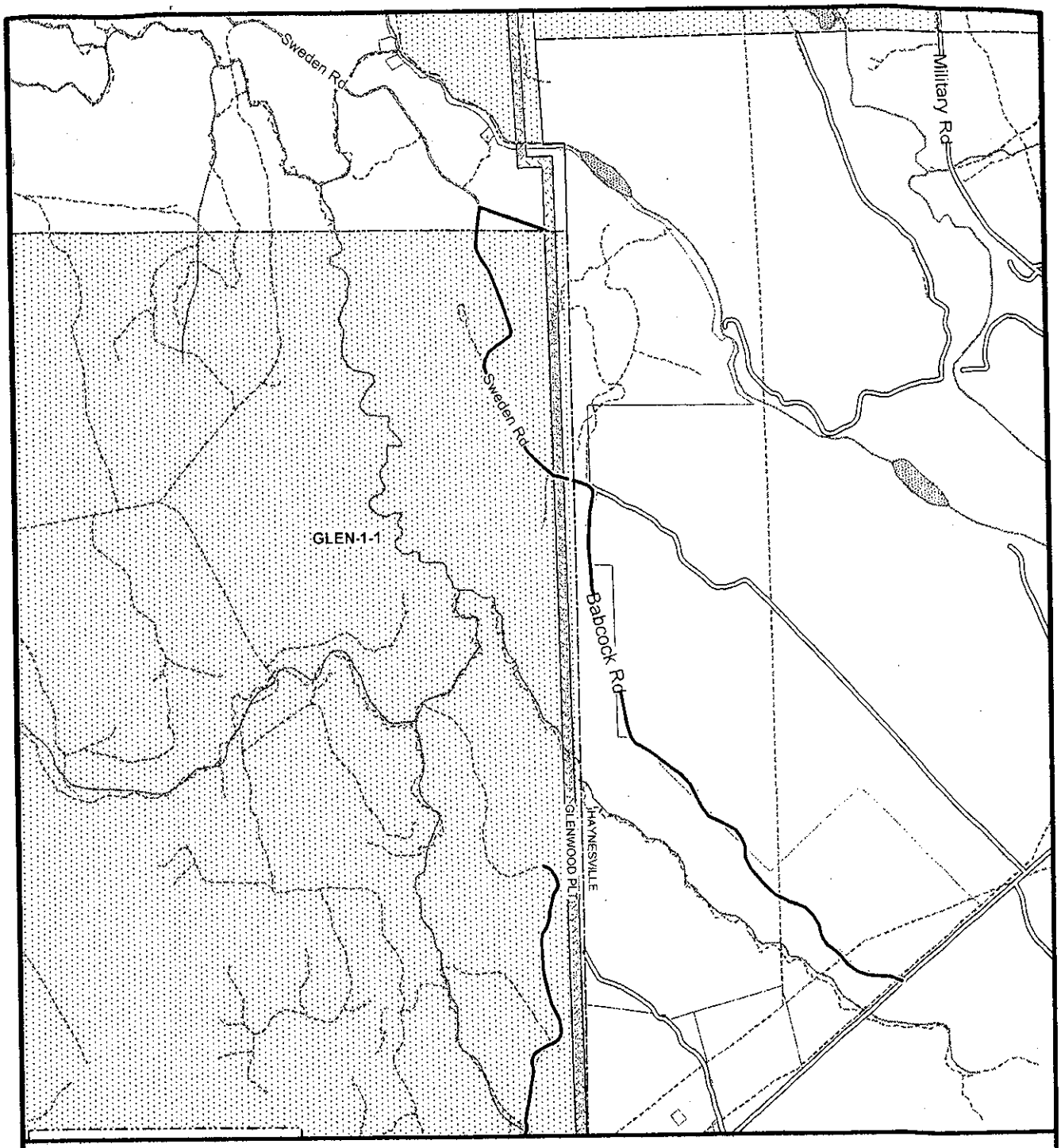


Exhibit C-4
Plan of Location of Access Easements
Glenwood Plantation & Haynesville
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

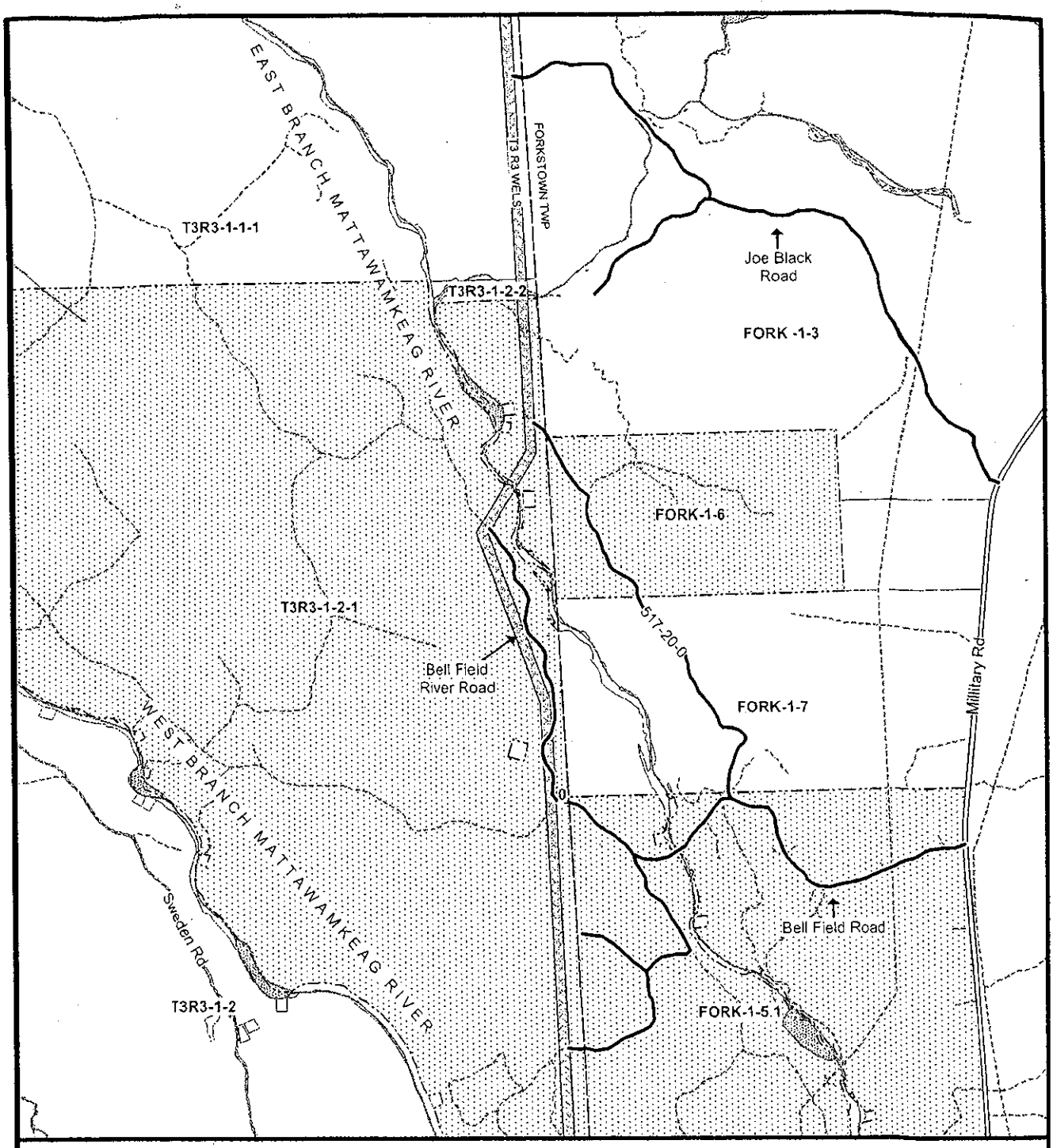


Exhibit C-5
Plan of Location of Access Easements
T3 R3 WELS & Forkstown Township
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N W E S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

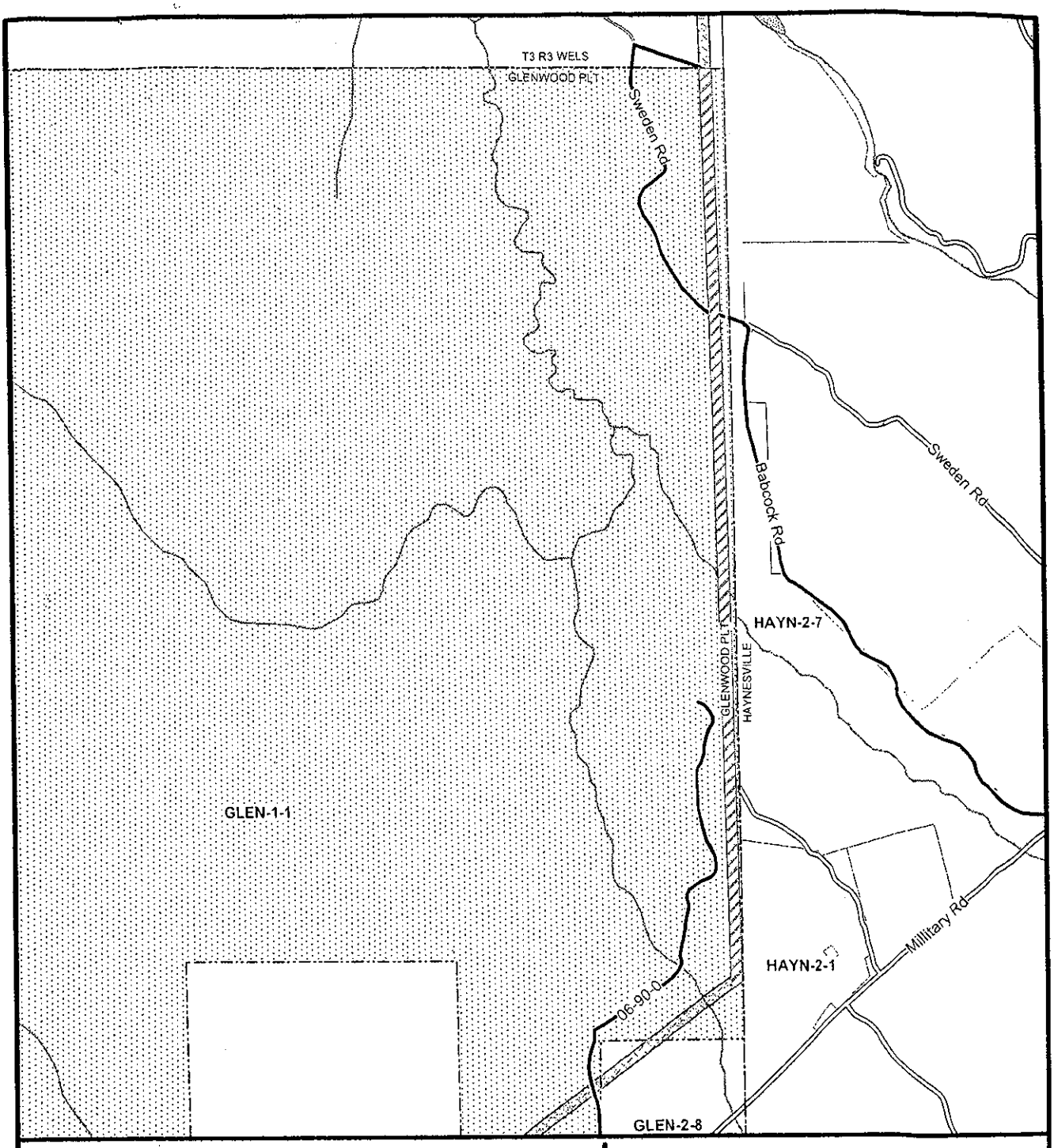


Exhibit C-6

Plan of Location of Access Easements
Glenwood Plantation
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

- Access Easement Location
- Proposed T-Line Easement
- Maine Gen Lead Fee Ownership (to be transferred)
- Penobscot Forest LLC Ownership

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4908 Ps220 #843
01-27-2011 @ 11:19a

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: **David N. Fitzpatrick, Managing Trustee of the Irrevocable Trust Agreement dated November 27, 1980, aka the "Fitzpatrick Forestry Management Trust,"** 506 Kelly Road, Bancroft, ME 04497

Purchaser: **Maine GenLead, LLC,**
c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises subject to Purchase and Sale Agreement:** Certain real property in the Glenwood Plantation, County of Aroostook, State of Maine, being a portion of the property described in that certain Trustee's Deed to Seller recorded at the Aroostook County Registry of Deeds in Book 2252, Page 159; and being an approximately 11.19 acre area of land in the northwest portion of the Town of Glenwood Tax Map 2, Lot 8.

II. **Effective Date of Purchase and Sale Agreement:** February 12, 2010

III. **Date of Closing:** The closing (the "Closing") shall take place at 10:00 a.m. on (i) the first anniversary of the Effective Date, or (ii) such earlier date as Purchaser may request upon two weeks' advance notice to Seller; provided, however, that if the Closing does not occur on or before the first anniversary of the Effective Date, but Purchaser pays the Additional Deposit when due, the Closing shall occur on (x) the second anniversary of the Effective Date, or (y) such earlier date as Purchaser may request upon two weeks' advance notice to Seller.

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

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to of Purchase and Sale Agreement to be executed as of the 25th day of January, 2011.

WITNESS:

Jacquelyn Dodge
Print Name of Witness:

SELLER:
FITZPATRICK FORESTRY MANAGEMENT TRUST

David N. Fitzpatrick, Managing Trustee

STATE OF MAINE
COUNTY OF Washington

Jan 24, 2011

Personally appeared the above-named David N. Fitzpatrick, Managing Trustee of Fitzpatrick Forestry Management Trust, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

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

KIMBERLY LEE
Notary Public, Maine
My Commission Expires February 2, 2013

WITNESS:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

K Bliss
Print Name of Witness: K Bliss

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

January 25, 2011

Then personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4804 Pg251 #2525
03-22-2010 @ 01:51p

2.

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **NICHOLAS A. DEROSA**, an individual, with a mailing address of 19 Valley Road, North Berwick, ME 03906 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

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

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

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

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

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary

herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements arising or occurring by, through and under Grantor. The term "quitclaim covenant" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights

granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be

reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Nicholas A. Derosa
19 Valley Road
North Berwick ME 03906

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

B g

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **NICHOLAS A. DEROSA**, has executed this instrument this 4th day of March 2010.

Nicholas A. Derosa

STATE OF MAINE §
§
COUNTY OF YORK, ss § March 4, 2010

Personally appeared the above-named NICHOLAS A. DEROSA and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public
My commission expires 11/02/2013

Print Name of Notary: Bruce A. Whitney

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, MAINE GENLEAD, LLC, has caused this instrument to be executed by its duly authorized representative this 16th day of March, 2010.

MAINE GENLEAD, LLC

By: _____
Name: Evelyn Lim
Its: Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § March 16th, 2010

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: _____

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
Expires

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Nicholas A. Derosa, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Quitclaim Deed with Covenant dated October 14, 2005, by and between Martin J. Morrissey, and Nicholas A. Derosa, recorded October 19, 2005, in Book 4198, Page 293, at the Registry of Deeds, Aroostook County, Maine. (GLEN 2-9)

2. Quitclaim Deed with Covenant dated October 14, 2005, by and between Nichols A. Derosa, and Martin J. Morrissey, recorded October 19, 2005, in Book 4198, Page 292, at the Registry of Deeds, Aroostook County, Maine. (GLEN-2-9)

3. Warranty Deed dated December 2, 2004, by and between Blaine H. Johnson, married, Cheryl A. Cropley, f/k/a Cheryl Johnson, unmarried, Karen P. Gallant, f/k/a Karen Johnson, married and Carole A. Boynton to Nicholas A. Derosa, recorded in Book 4058, Page 251, at the Registry of Deeds, Aroostook County, Maine. (GLEN 2-9).

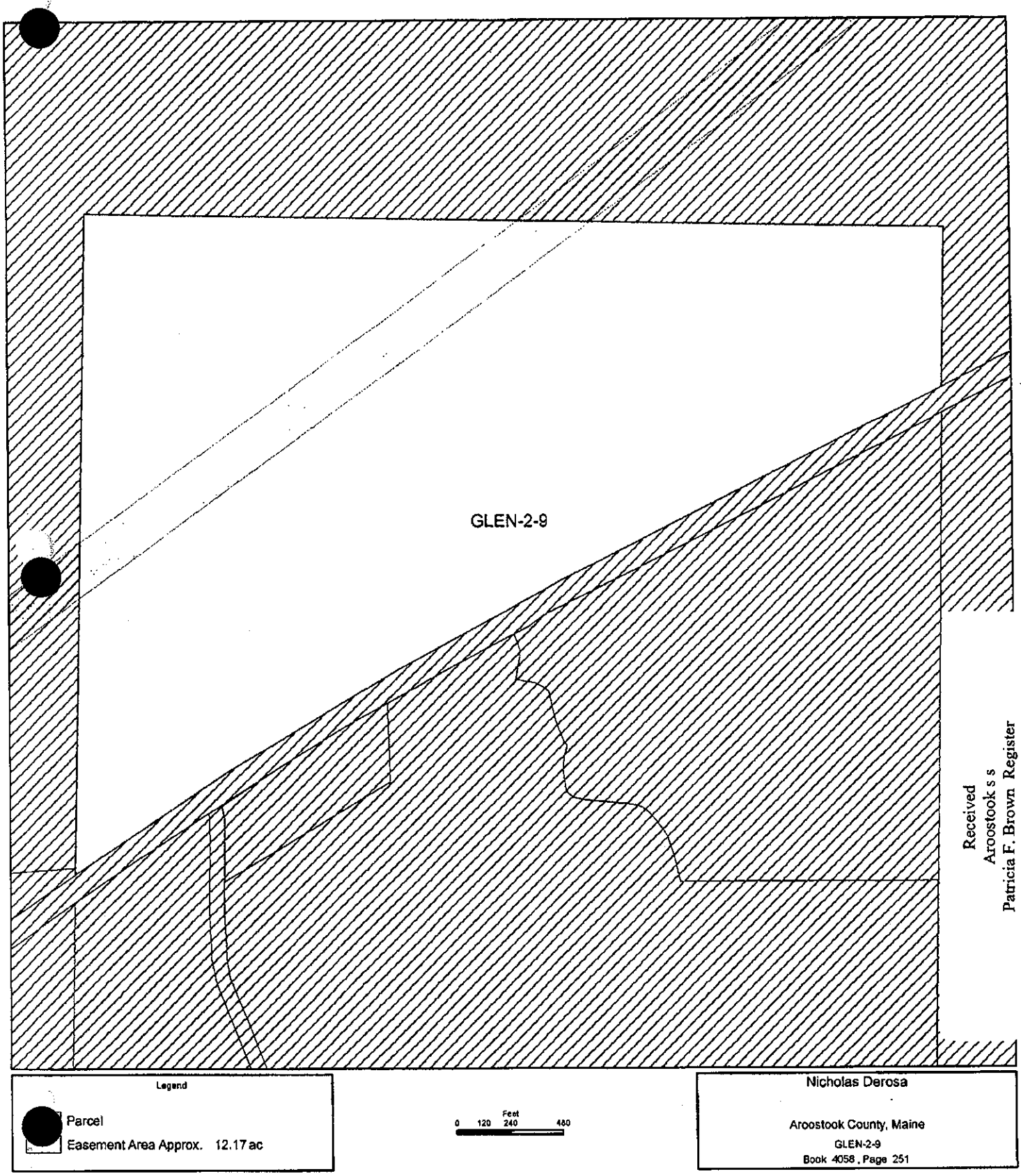
Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Easement Area

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



Received
Aroostook s s
Patricia F. Brown Register

Bk 4859 Pg184 #10330
09-02-2010 @ 02:38p

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: DOUGLAS WAYNE YORK
437 Whitefield Road, Bethlehem, NH 03574

Buyer: MAINE GENLEAD, LLC
c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. Description of Premises and Interests subject to Purchase and Sale Agreement:

Easements on and across land described in deed dated October 31, 1988 from Roy G. Davis and Sandy Davis to Seller recorded January 25, 1989 in the Aroostook County Registry of Deed in Book 2154, Page 313, which land is generally depicted on Glenwood Plantation Tax Map 2, as Lot 13

II. Effective Date of Purchase and Sale Agreement: August 23, 2010

III. Date of Closing: On (i) the first business day that is thirty (30) days after the Permit Date (as hereinafter defined), or (ii) such earlier date as Purchaser may request, but not earlier than June 1, 2010. The Closing must take place within two (2) years of the Effective Date. The Permit Date is the date when Purchaser has received any and all permits from the Maine Department of Environmental Protection and there is the final resolution of any appeals thereof.

IV. This Memorandum may be executed in multiple counterparts, which together shall constitute a single instrument.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed ~~this~~ as of 23rd day of August, 2010.

WITNESS:

Mark L. Ramsey
Print Witness Name:

SELLER:

Douglas Wayne York

State of New Hampshire
County of

June 2, 2010

Then personally appeared the above-named Douglas Wayne York and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Darlene Danforth
Notary Public

DARLENE DANFORTH
MY COMMISSION EXPIRES FEB. 13, 2013
NOTARY PUBLIC NEW HAMPSHIRE

WITNESS:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC, its Member

_____

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

August 23, 2010

Then personally appeared the above-named Elizabeth Weir in his/her capacity as Assistant Secretary of MAINE GENLEAD, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of MAINE GENLEAD, LLC.

Before me,

Linne M. Taylor
Notary Public

†Maine Wind Holdings, LLC, Member of

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **KEVIN DAVID BELYEA**, an individual, with a mailing address of 11 Overlea Avenue, Saugus, MA 01906 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Glenwood Plantation, Aroostook County, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. Upon delivery of the Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual. The Easement Payment is set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee.

6. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

7. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

8. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

9. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any

appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

10. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

11. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

12. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

13. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

14. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

15. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

16. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Kevin David Belyea
11 Overlea Avenue
Saugus, MA 01906

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

17. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

18. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

19. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

20. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

21. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

22. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

23. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

24. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

25. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

2nd IN WITNESS WHEREOF, **KEVIN DAVID BELYEA,** has executed this instrument this 2nd day of March, 2010.

K David Belyea
Kevin David Belyea

STATE OF MASSACHUSETTS §
§
COUNTY OF Essex § 3/2, 2010

Personally appeared the above-named KEVIN DAVID BELYEA and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Leidiana Ferreira
Notary Public

Print Name of Notary: Leidiana Ferreira

My commission expires October 7, 2016.

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, MAINE GENLEAD, LLC, has caused this instrument to be executed by its duly authorized representative this 11th day of March, 2010.

MAINE GENLEAD, LLC

By: _____
Name:
Its:

Commonwealth of
~~STATE OF~~ Massachusetts §
§
COUNTY OF Suffolk § March 11, 2010

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Arthur J. Snell

ARTHUR J. SNELL
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES OCT. 6, 2017

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Kevin David Belyea, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

Warranty Deed dated December 14, 2005 by and between Kevin Fowler and Kevin David Belyea, recorded on December 16, 2005 in Book 4224, Page 296, at the Register of Deeds, Aroostook County, Maine. (GLEN-2-14)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

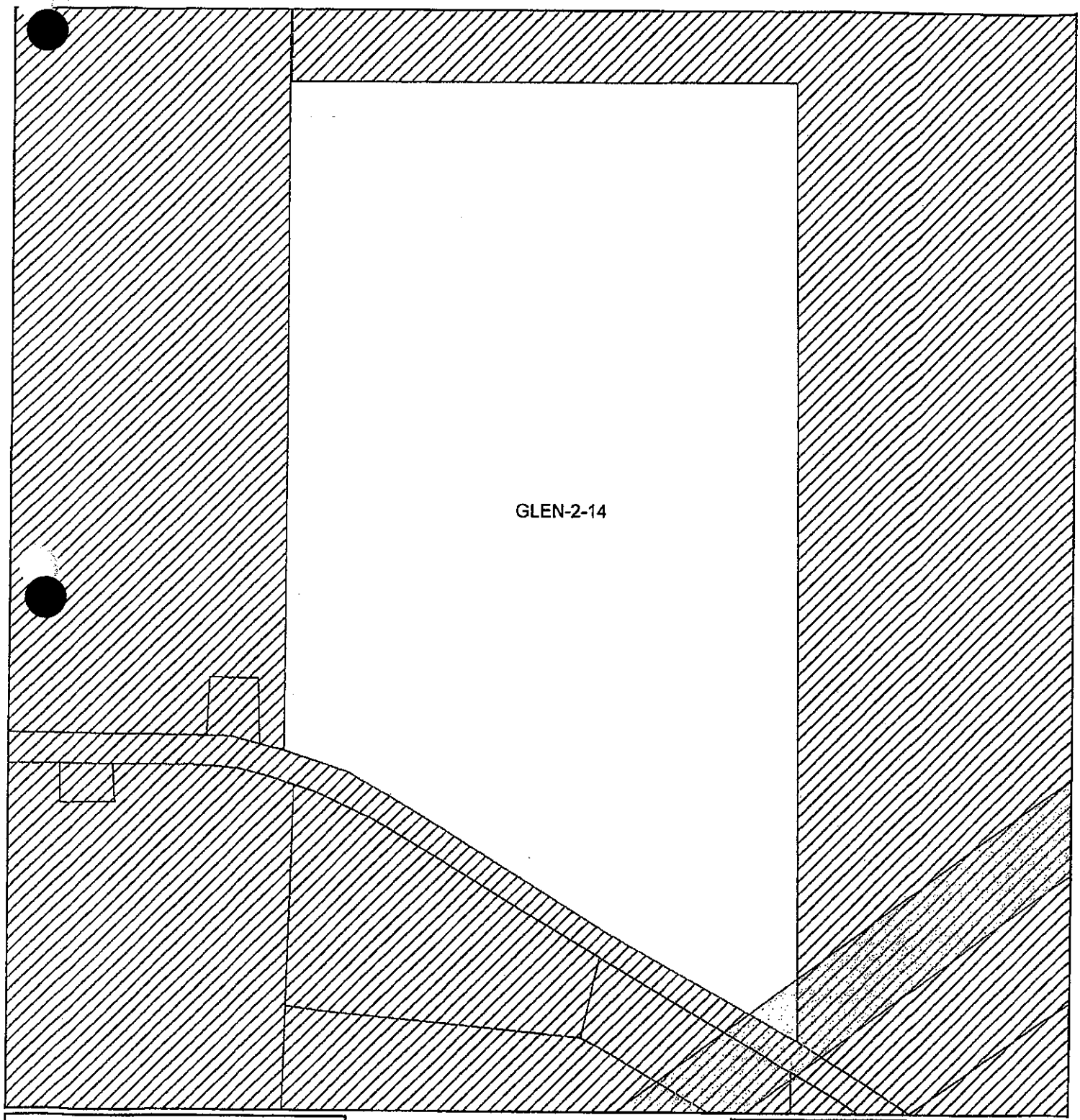


EXHIBIT C

Pre-existing Encumbrances

Received
ARDOSTOOK SS
PATRICIA F BROWN,REGISTER

TRANSMISSION EASEMENT AGREEMENT GLENWOOD, MAINE

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **William A. Andrade**, an individual, with a mailing address of 6 Hamlen St. Taunton, MA 02780 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Glenwood Plantation, Aroostook County, State of Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along, over and within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Easement Area by means of any roads existing as of the Effective Date, or otherwise by such route or routes within the Easement Area as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Easement Area.

3. **Term of Easements**. The initial term of the easements granted in Sections One (1) and Two (2) above (collectively, the "**Easements**") shall be thirty-six (36) months (the

"**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 4.

4. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual, as long as the instrument is prepared by and provided by Grantee. If the Grantee fails to deliver the Final Extension Notice and the Final Easement Payment within sixty (60) months from the Effective Date the Easements shall expire and the rights of Grantee under this Agreement shall terminate.

5. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the

Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements arising or occurring by, through and under Grantor. The term "quitclaim covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

6. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that will meet minimum clearances as set forth in the National Electrical Safety Code, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

7. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within

the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

8. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects.

9. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 4 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 4 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 4), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

10. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

11. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and Easements herein conveyed to Grantee in the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

12. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

13. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

14. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

15. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and

timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: William A. Andrade
6 Hamlen Street
Taunton, MA 02780

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

16. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

17. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

18. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

19. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

20. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall

include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

21. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

22. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

23. **Effective Date.** The "**Effective Date**" shall be the date on which Grantor signs this Agreement.

24. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available..

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **William A. Andrade**, has executed this instrument this 19 day of July, 2010.

William A. Andrade

Commonwealth of Massachusetts §
§
COUNTY OF Bristol § July 19, 2010

Personally appeared the above-named William A. Andrade and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: Susan Karen Barber

Notary Public
Susan Karen Barber
Commonwealth of Massachusetts
My Commission Expires on Oct. 14, 2016

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 20th day of July, 2010.

MAINE GENLEAD, LLC

By: Maine Wind Holdings, LLC, its Member

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF SUFFOLK §

July 20, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, the member of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

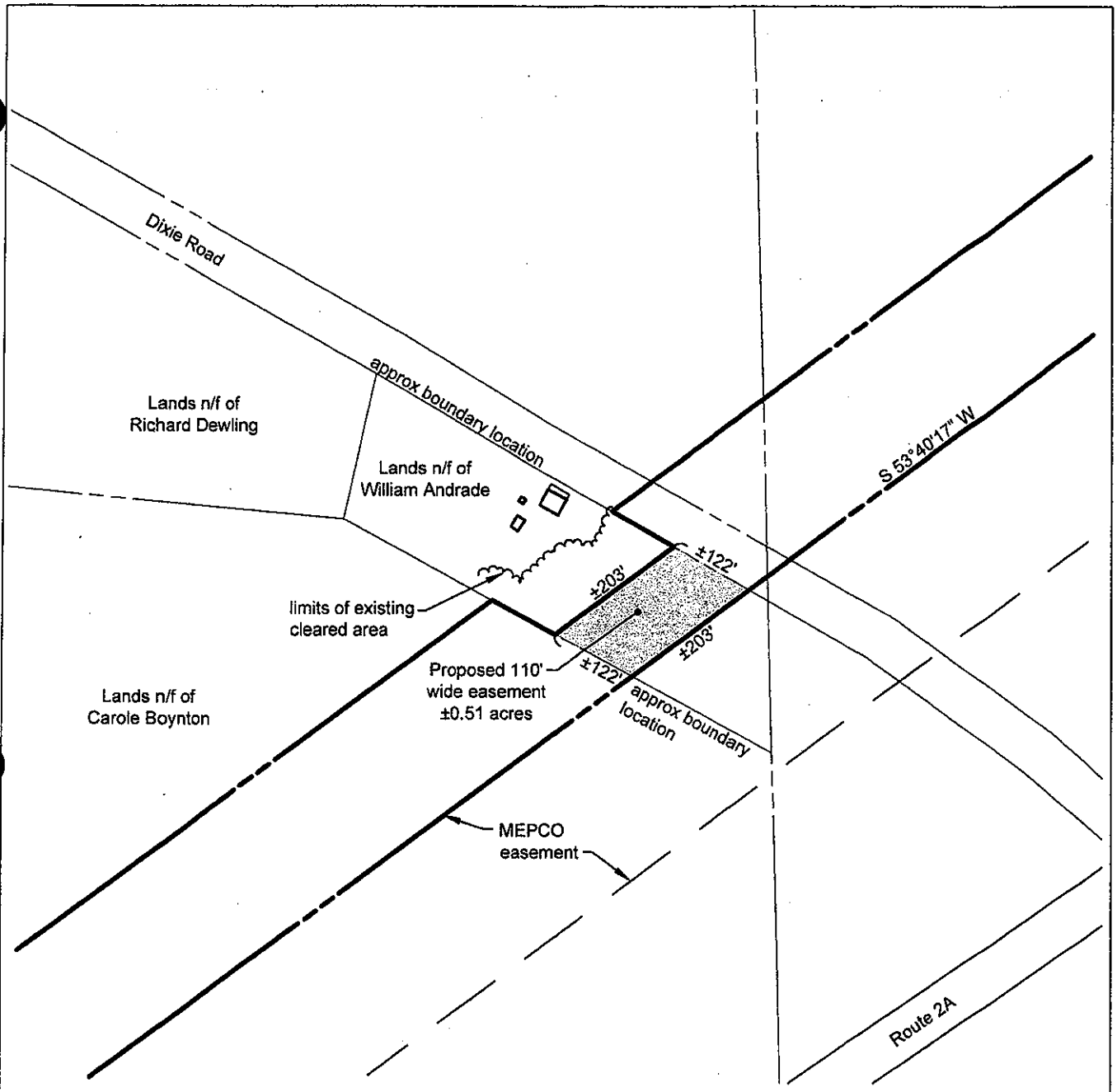
Attached to that certain Transmission Easement Agreement by and between William A. Andrade, as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed dated December 31, 1987, by and between Thomas & Gail Morin and Donald & Susan Burke, as Grantors, and Robert L. Bernier, William A. Andrade and Timothy P. Vickers, as Grantees, recorded January 14, 1988, in Book 2054, Page 273, at the Registry of Deeds, Aroostook County, Maine. (GLEN 2-31.1)

2. Quitclaim Deed dated September 1, 1995, by and between Robert L. Bernier and William A. Andrade and Timothy P. Vickers, recorded September 8, 1995, in Book 2826, Page 281, at the Registry of Deeds, Aroostook County, Maine. (GLEN 2-31.1)

3. Deed of Release dated March 12, 2002, by and between William G. Billingham, Trustee in Bankruptcy in the case of Timothy Vickers, and William A. Andrade, recorded April 1, 2002, in Book 3639, Page 117, at the Registry of Deeds, Aroostook County, Maine. (GLEN 2-31.1)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography and are not the result of a boundary survey.

Exhibit B
William A. Andrade
Tax Map 2 Lot 31-1 -Glenwood Plt., Aroostook County, Maine
1"=200'

PLISGA & DAY PA 12 MAIN STREET BANGOR. ME 04401 (207) 947-0019

Received
Aroostook s s
Patricia F Brown Register

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Barbara Brinkerhoff**, an individual, with a mailing address of 714 Drews Lake Road, New Limerick, Maine, 04761 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Glenwood, County of Aroostook, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary

vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial

Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor.**

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor.** Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference.** Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights

granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default**. If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

13. **Right to Mortgage**. Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and

timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Barbara Brinkerhoff
714 Drews Lake Road
New Limerick, ME 04761

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances**. Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall

include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits**. All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **BARBARA BRINKERHOFF**, has executed this instrument this 4 day of February, ~~2009.~~ 2010

Barbara Brinkerhoff
Barbara Brinkerhoff

STATE OF MAINE §
§
COUNTY OF Aroostook §

2-4 2010, ~~2009.~~

Personally appeared the above-named BARBARA BRINKEROFFF and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Judy Nightingale
Notary Public

Print Name of Notary: Judy Nightingale

JUDY NIGHTINGALE
Notary Public, Maine
My Commission Expires April 19, 2015

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 25th day of February, ~~2009~~ 2010

MAINE GENLEAD, LLC

By: Elizabeth Weir

Name: Elizabeth Weir

Its: Assistant secretary

COMMONWEALTH ~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § Feb. 25, ~~2009~~ 2010

Personally appeared the above-named Elizabeth Weir, Assistant secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor

Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Barbara Brinkerhoff, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

Warranty Deed dated January 13, 2006, by and between Theresa Morrissey formerly known as Theresa Armstrong and Barbara Brinkerhoff, with warranty covenants, recorded January 27, 2006, in Book 4238, Page 255, at the Registry of Deeds, Aroostook County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

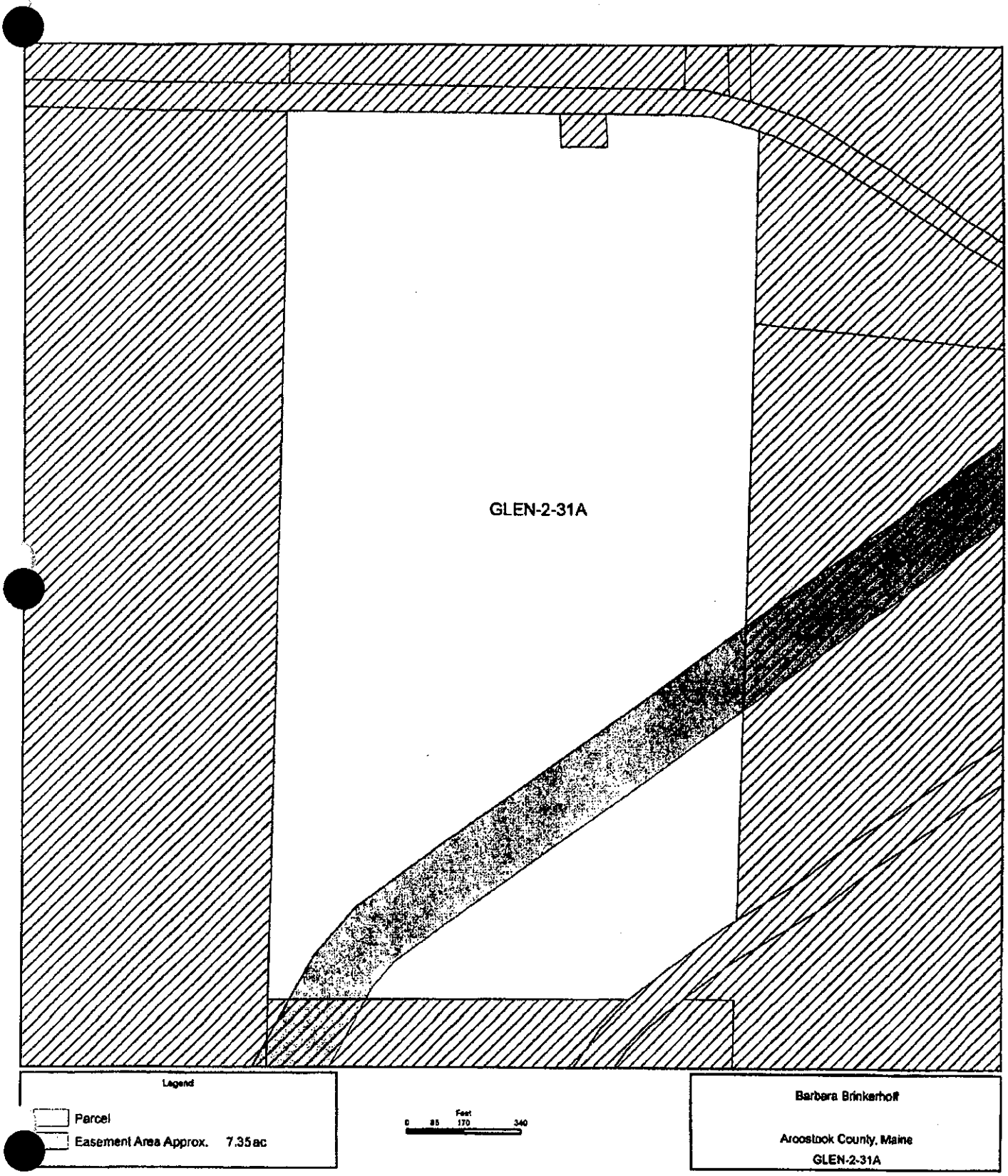


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

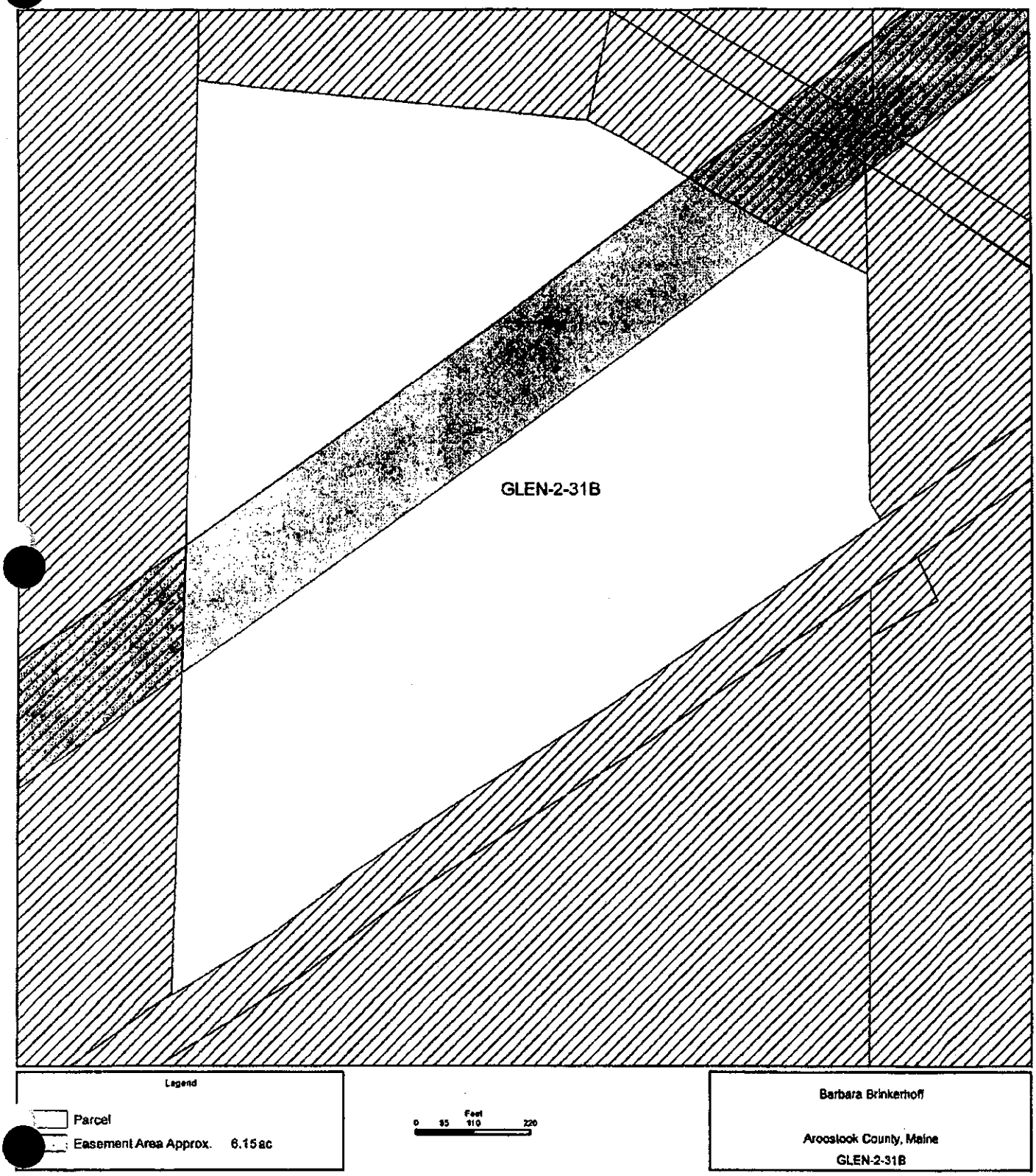


EXHIBIT C

Pre-existing Encumbrances

Received
AROOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4800 Ps43 #1868
03-02-2010 @ 03:20p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Barbara Brinkerhoff**, an individual, with a mailing address of 714 Drews Lake Road, New Limerick, Maine, 04761 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Glenwood, County of Aroostook, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary

vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial

Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights

granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default**. If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

13. **Right to Mortgage**. Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and

timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Barbara Brinkerhoff
714 Drews Lake Road
New Limerick, ME 04761

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances**. Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall

include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **BARBARA BRINKERHOFF**, has executed this instrument this 4 day of February, ~~2009.~~ 2010

Barbara Brinkerhoff

STATE OF MAINE §
§
COUNTY OF Aroostook § 2-4 2010, ~~2009.~~

Personally appeared the above-named BARBARA BRINKEROFFF and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Judy Nightingale
Notary Public

Print Name of Notary: Judy Nightingale

JUDY NIGHTINGALE
Notary Public, Maine
My Commission Expires April 19, 2015

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 25th day of February, ~~2009~~ 2010

MAINE GENLEAD, LLC

By: _____

Name: Elizabeth Weir

Its: Assistant Secretary

Commonwealth

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § Feb. 25th ~~2009~~ 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____

Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Barbara Brinkerhoff, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

Warranty Deed dated January 13, 2006, by and between Theresa Morrissey formerly known as Theresa Armstrong and Barbara Brinkerhoff, with warranty covenants, recorded January 27, 2006, in Book 4238, Page 255, at the Registry of Deeds, Aroostook County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

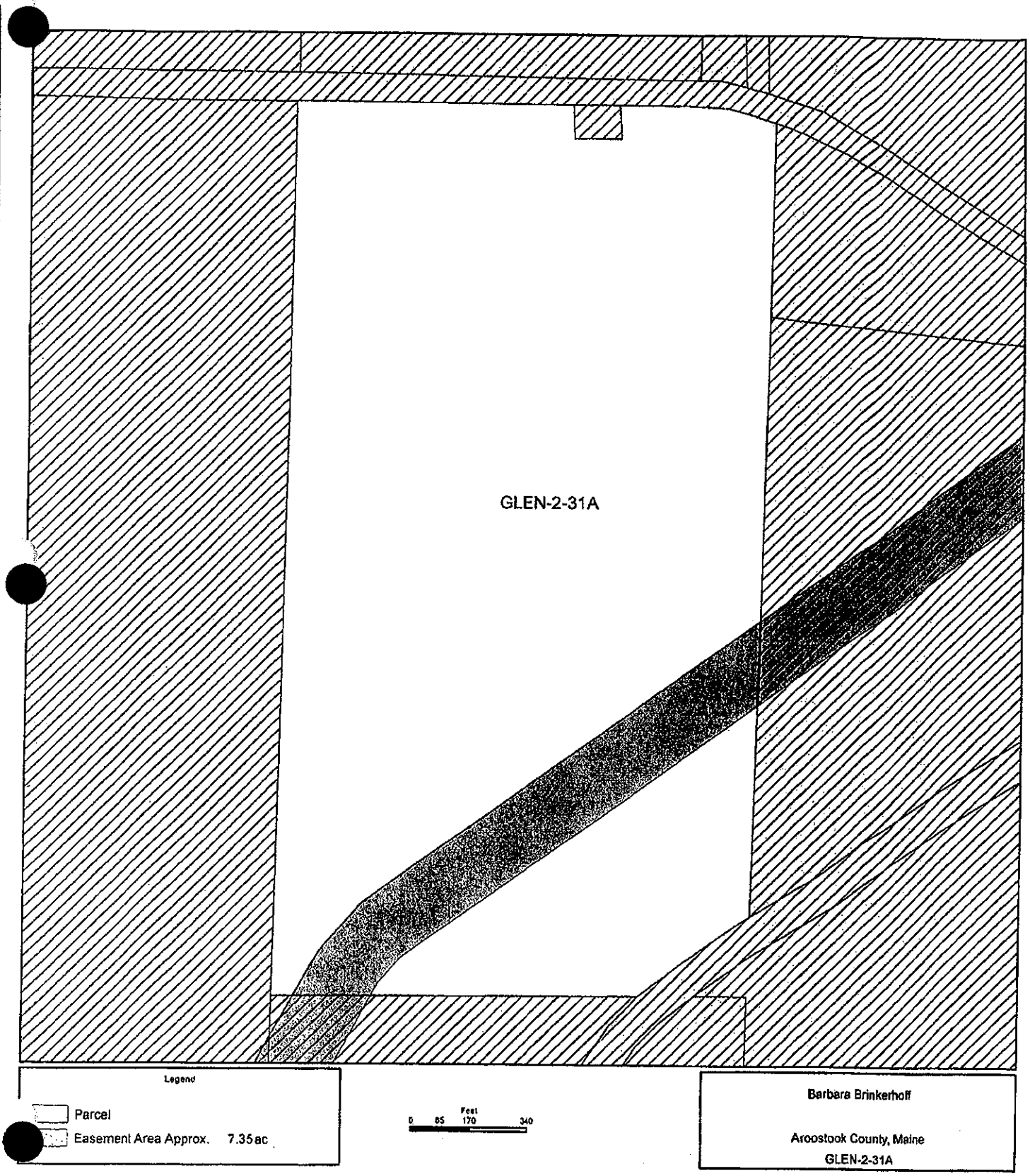


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

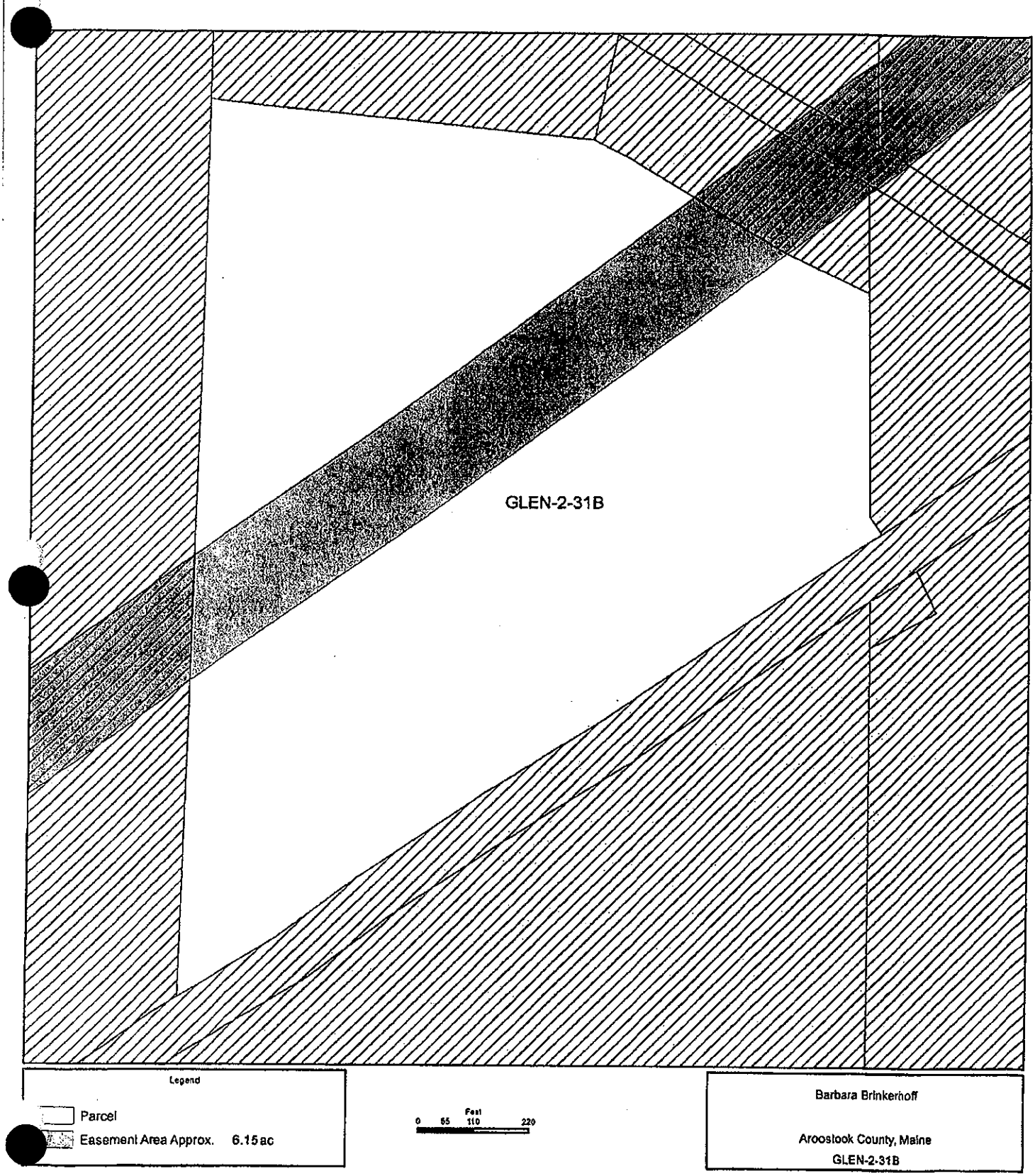


EXHIBIT C

Pre-existing Encumbrances

Received
ARDOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4902 Ps179 #169
01-05-2011 @ 01:20p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **John Goding and Toni Goding,** husband and wife, who have a mailing address of 104 Moyer Drive, Broken Bow, OK 74728 (collectively, "**Grantor**") and **Maine GenLead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Glenwood Plantation, County of Aroostook, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A** ; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive and perpetual easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee. Grantor shall be released and held harmless from any and all liabilities due to the clearing activities and road construction of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing up to 100 feet outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive and perpetual easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land, by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary

vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor in a location shown on Exhibit B. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Transmission Facilities and Telecommunication Facilities.

4. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

5. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably

withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

6. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

7. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

8. **Grantee's Default.** If Grantee fails to comply with any obligations hereunder, and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure

such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

9. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the rights under the Easements hereby granted. These various security interests in all or any of Grantee's Easement rights are collectively referred to as a "**Mortgage**" and each holder of the Mortgage is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

10. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and easements herein conveyed to Grantee (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

11. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

12. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of

Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

13. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

14. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: John Goding and Toni Goding
104 Meyer Drive
Broken Bow, OK 74728

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not

business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

15. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

16. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

17. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

18. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

19. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

20. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

21. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

22. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

23. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing

authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **JOHN GODING**, has executed this instrument this 15th day of December, 2010.

John Goding

STATE OF Oklahoma §
§
COUNTY OF McClain § 12/15, 2010.

Personally appeared the above-named JOHN GODING and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: SAUNDRA CLARK

SAUNDRA CLARK
Notary Public
State of Oklahoma
Commission # 08004293 Expires 2/17/12

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **TONI GODING**, has executed this instrument this 15th day of December, 2010.

Toni Goding
Toni Goding

STATE OF Oklahoma §
§
COUNTY OF McClain § 12/15, 2010.

Personally appeared the above-named TONI GODING and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Saundra Clark
Notary Public

Print Name of Notary: Saundra Clark

SAUNDRA CLARK
Notary Public
State of Oklahoma
Commission # 08004293 Expires 4/17/12

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 20th day of December, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth
STATE OF Massachusetts §
§
COUNTY OF Suffolk § Dec 20, 2010.

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

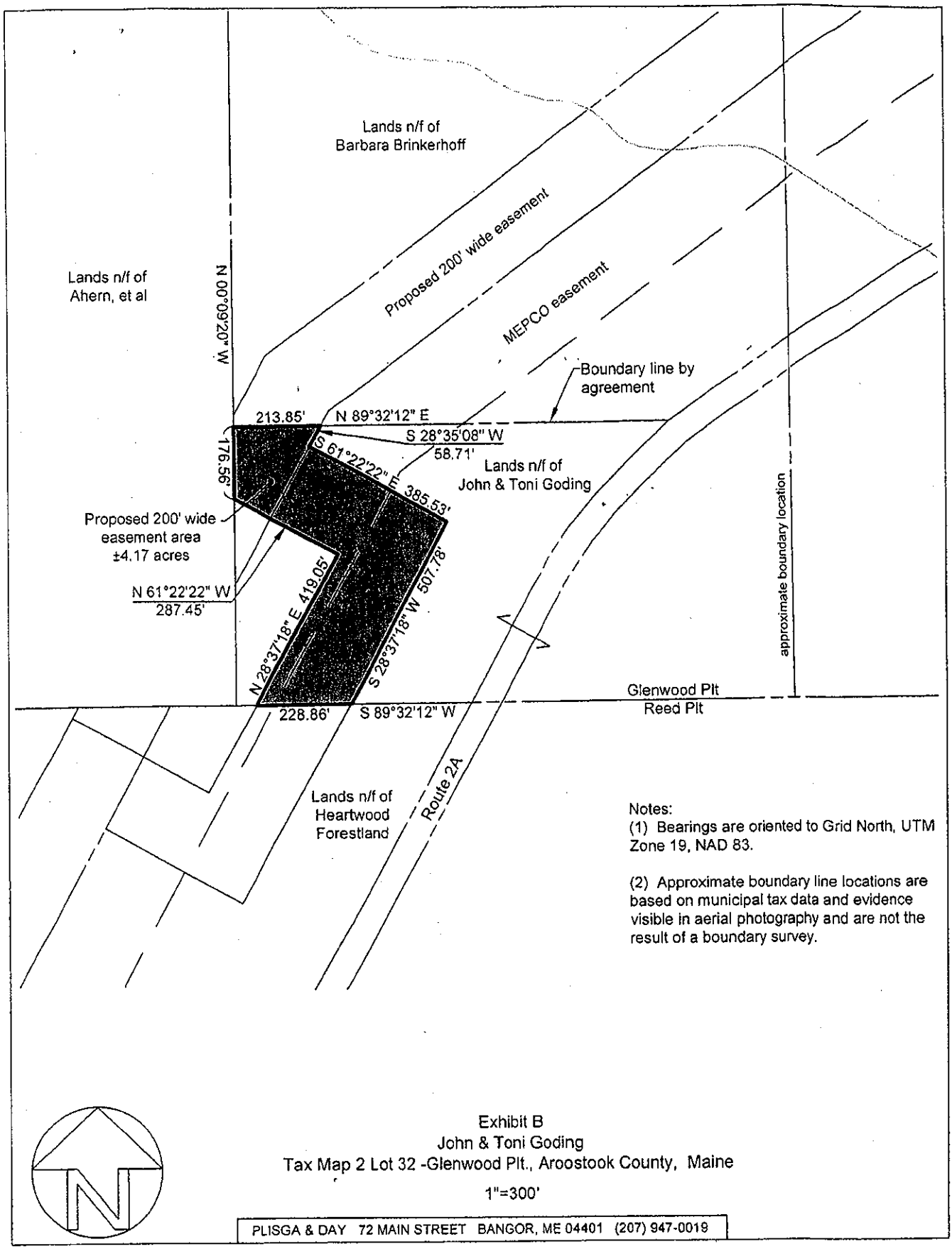
List of Source Deeds or Attach Source Deed

Attached to that certain Transmission Easement Agreement by and between Toni Goding and John Goding, husband and wife, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

Quitclaim Deed dated November 7, 2002 from Cheryl Cropley to Toni Goding and John Goding, as joint tenants, recorded November 12, 2002, in Book 3731, Page 5, at the Registry of Deeds (Southern District), Aroostook County, Maine.

EXHIBIT B

Depiction of Easement Area



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography and are not the result of a boundary survey.

Exhibit B
John & Toni Goding
Tax Map 2 Lot 32 -Glenwood Plt., Aroostook County, Maine

1"=300'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

EXHIBIT C

Pre-existing Encumbrances

Rights and easements set forth in a Deed of Pole Line Easement granted by Harold Johnson to Maine Public Service Company dated April 23, 1968 recorded in Aroostook County (Southern District) Registry of Deeds in Book 1027, Page 662.

Received
AROOSTOOK SS
PATRICIA F BROWN,REGISTER

BK 4905 P=317 #574
01-18-2011 @ 01:54p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is made and entered as of August 23, 2010 (the "**Effective Date**"), by and between **Heartwood Forestland Fund V, L.P.**, a North Carolina limited partnership, with a mailing address of c/o The Forestland Group, LLC, P.O. Box 155, Wellsboro, PA 16901 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Reed Plantation, Macwahoc Plantation, T4 R3 WELS, County of Aroostook, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Access Easement**. Grantor grants to Grantee an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person (other than the Grantee) using the roadway with Grantor's permission.

2. **Transmission and Telecommunication Easement**. Grantor grants to Grantee an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for

the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on the four sketch maps attached hereto as **Exhibits B-1 through B-4** (collectively, "**Exhibit B**") as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

h. Notwithstanding anything to the contrary herein, Grantee may not exercise the rights and privileges granted to it under this Section 2 until the Final Extension Notice has been delivered to Grantor.

3. **Construction Easement.** Grantor hereby grants to Grantee, an irrevocable, non-exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities. Notwithstanding anything to the contrary herein, Grantee may not exercise the rights granted to it under this Section 3 until the Final Extension Notice has been delivered to Grantor.

4. **Guy Easement**. Grantor hereby grants to Grantee, an irrevocable non-exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities. Notwithstanding anything to the contrary herein, Grantee may not exercise the rights granted to it under this Section 4 until the Final Extension Notice has been delivered to Grantor.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be twelve (12) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term.**" Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of

the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Extension Notice, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Extension Notice. The final locations and routes of, and areas subject to, the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Extension Notice. Grantee shall have the right,

without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants that it has full power and authority to grant the Easements set forth herein and the rights and easements conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements arising by, through or under Grantor, but not otherwise and except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). Grantor agrees to use best efforts to clear any title defect(s) arising by, through or under Grantor that materially impairs the ability of Grantee to utilize the Easements granted hereby, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder. If Grantee determines, in its sole discretion, at any time prior to the Final Extension Notice that any title defect(s) impairs the ability of Grantee to utilize the Easements granted hereby, whether such title defect arises by, through or under Grantor, or prior to Grantor's acquisition of the Land, then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

b. Grantor represents and warrants that all taxes and other assessments assessed for other than the current municipal year have been paid.

c. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened in writing against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities (not including the Guy Facilities) constructed or to be constructed on the Easement Area; (iii) such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are reasonably acceptable to Grantee from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy within the Easement Area; (iii) take any action which will unreasonably interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will unreasonably interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose the wind power project in Aroostook County, Maine of Evergreen Wind Power II, LLC, a Delaware limited liability company, that has been permitted or for which permits are sought by such company and that is associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building or other structure, or permit the erection of maintenance of any building or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee reasonably deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; provided, however, in no event shall Grantor be liable to Grantee for monetary damages in excess of the aggregate amount of payments received from Grantee, nor shall Grantor be liable for any exemplary, punitive or consequential damages. .

12. **Grantee's Default**. If Grantee fails to comply with the terms of this Agreement prior to delivery of the Final Extension Notice, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause set forth in this paragraph is for convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default prior to delivery of the Final Extension Notice. If Grantee fails to comply with the terms of this Agreement after delivery of the Final Extension Notice, then Grantor shall be entitled to pursue any and all remedies available at law or equity.

13. **Right to Mortgage**. Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all

or any part of the Easements. These various security interests in all or a part of the Easements are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to the Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In the event that there is more than one Mortgagee, Grantee will provide a single contact to receive and distribute notices on behalf of all Mortgagees. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), or any or all of the rights, privileges and easements herein conveyed, in whole or in part, to any affiliates of Grantee, to a public utility or to Grantee's lender (each, an "**Assignee**"). Assignments to other persons or entities shall require the consent of Grantor, which shall not be unreasonably withheld. A complete Assignment by Grantee of all of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee deems reasonably necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**.

a. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentionally wrongful act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentionally wrongful acts.

b. Grantee is specifically prohibited from undertaking any of the following activities without the express written authorization of Grantor, which permission may be withheld at Grantor's discretion: (i) setting any fire for any reason whatsoever; (ii) constructing any dam or changing the location or flow of any river, stream or other watercourse; (iii) introducing or using any hazardous substance on the Land in violation of any applicable law; or (iv) failing to comply with all applicable environmental and industrial hygiene laws, rules, and regulations regarding the Land.

c. Grantee shall at all times (i) comply with all applicable federal, state and local laws, rules and regulations relating to the performance of its activities on the Land, including, without limitation, all permits issued pursuant thereto; (ii) make available to Grantor copies of all permits, licenses and governmental approvals applicable to Grantee's operation on the Land; (iii) post all surety bonds required by any political subdivision, and (iv) indemnify and save harmless Grantor from any liability, claims or demands arising out of and attributable to the failure of Grantee, its employee, agents or contractors to observe any applicable laws, rules or regulations. In addition, Grantee shall comply with any and all covenants, conditions, permits, approvals and restrictions affecting the Land to which Grantor has given Grantee written notice or which are a matter of public record.

d. Grantee shall maintain, at Grantee's sole cost at all times during the term of this Agreement the insurance coverages set forth below with companies satisfactory to Grantor with policy limits in amounts not less than those applicable for such coverages as set forth. A certificate naming Grantor as an additional insured, evidencing coverages shall be delivered to Grantor on or before the Effective Date. Such certificate shall provide that any change restricting or reducing any such coverage or the cancellation of any policy under which any such certificate is issued shall not be valid as respects the Grantor's interest therein until the Grantor has received thirty (30) days' notice in writing of such change or cancellation:

A. **Worker's Compensation and Occupational Disease Disability Insurance** – if Grantee has employees, as required by the laws of the State of Maine;

B. **Comprehensive Automobile Liability Insurance** - covering owned, non-owned and hired vehicles with limits of liability of not less than $1,000,000 combined single limit for Bodily Injury and property damage claims;

C. **Comprehensive General Liability Insurance** - including broad contractual liability, damage to underground property and collapse of structures with limits of liability of not less than $1,000,000 combined single limit for bodily injury and property damage claims; and

D. **Excess (Umbrella) Liability Insurance** - over Comprehensive General Liability and Automobile Liability insurance coverage afforded by the primary policies described above with minimum limits of $4,000,000 excess of the specific limits.

Each policy shall be endorsed to provide waiver of subrogation rights in favor of Grantor, its subsidiaries and affiliates, and all other parties owning an interest in the Land. Failure of Grantee to keep the required insurance policies in full force and effect during the term of this Agreement shall constitute a breach hereof and Grantor shall have the right, in addition to any other rights, to immediately cancel and terminate this Agreement without further cost to Grantor.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any negligent or intentionally wrongful act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the negligent or intentionally wrongful acts of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentionally wrongful act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentionally wrongful acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given when delivered to the Party or person intended by (i) certified mail, or (ii) national overnight courier received by the Party or person intended. Notices shall be addressed as follows:

Notice to Grantor: Heartwood Forestland Fund V, L.P.
c/o The Forestland Group, LLC
P.O. Box 155
Wellsboro, PA 16901

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not

business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Modification or Waiver**. This Agreement may not be amended or modified in any respect except by an instrument in writing signed by both parties hereto. Waiver of any term or condition hereof shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition hereof.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, its successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any permitted assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing

authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **HEARTWOOD FORESTLAND FUND V, L.P.**, has executed this instrument this _____ day of _____, 2010.

Heartwood Forestland Fund V, L.P.

By: **Heartwood Forestland Advisors V, LLC**
its general partner

By: **The Forestland Group, LLC**
its Manager

By: _____
Its: V.P. Operations

COMMONWEALTH OF VIRGINIA §
§
COUNTY OF WASHINGTON §

August 16, 2010

Personally appeared the above-named Michael A. Hiscar, Vice President of The Forestland Group, LLC and acknowledged the foregoing instrument to be the free act and deed of Heartwood Forestland Fund V, L.P.

Before me,

_____
Notary Public

Print Name of Notary: Tammy R. McKinnon

TAMMY R. McKINNON
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #168556

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 23rd day of August, 2010.

MAINE GENLEAD, LLC

By: Maine Wind Holdings, LLC
Its: Member

By: Elizabeth Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § Aug. 23, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Deed to Grantor

Quitclaim with Covenant Indenture Deed dated May 19, 2005 by and between Fraser Timber Limited, a Maine Corporation and Heartwood Forestland Fund V Limited Partnership, a North Carolina limited partnership, recorded May 20, 2005, in Book 4124, Page 1, at the Aroostook County Registry of Deeds.

EXHIBIT B — I

Depiction of Transmission and Telecommunication Easement & Access Easement

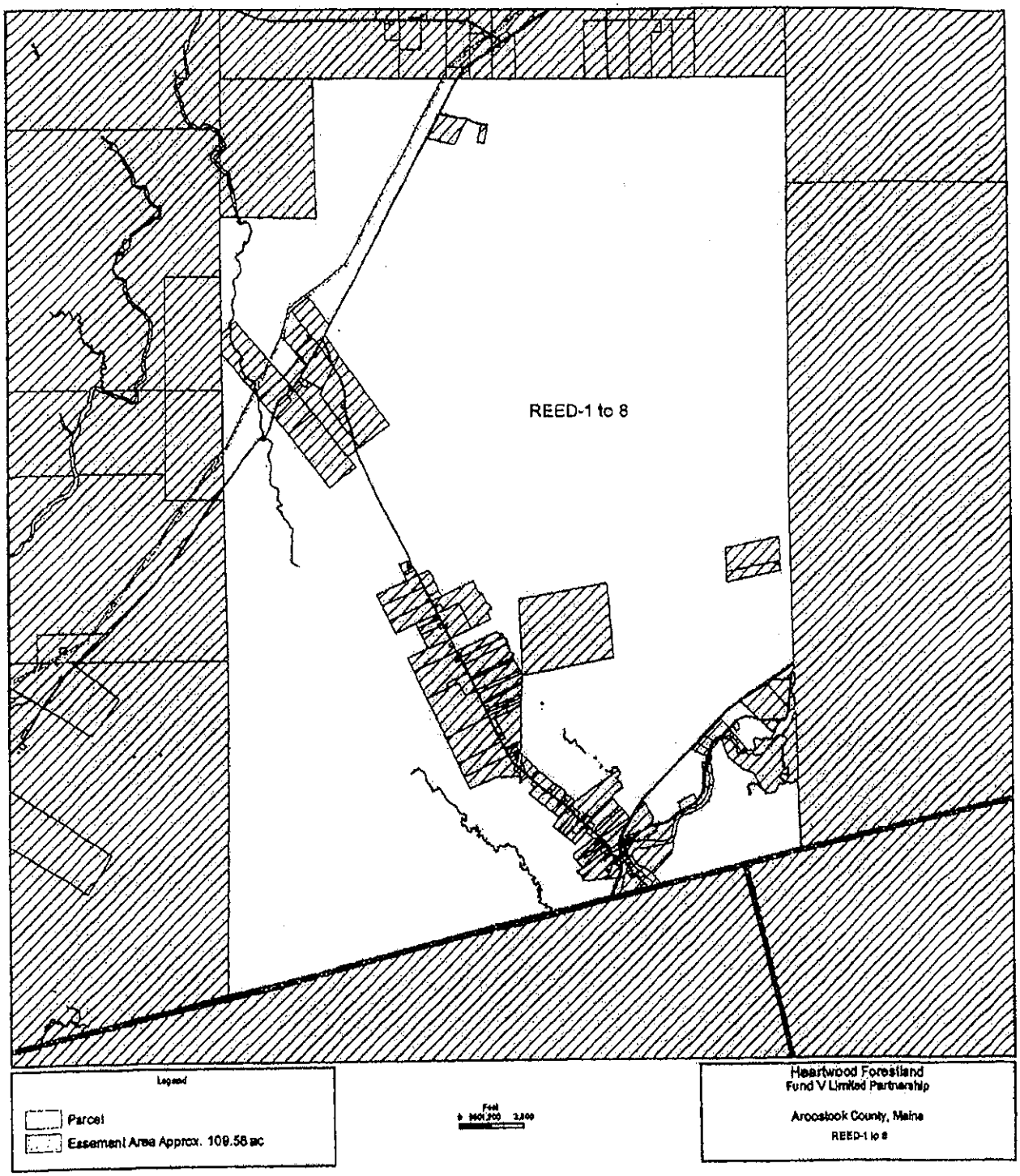


EXHIBIT B-2

Depiction of Transmission and Telecommunication Easement & Access Easement

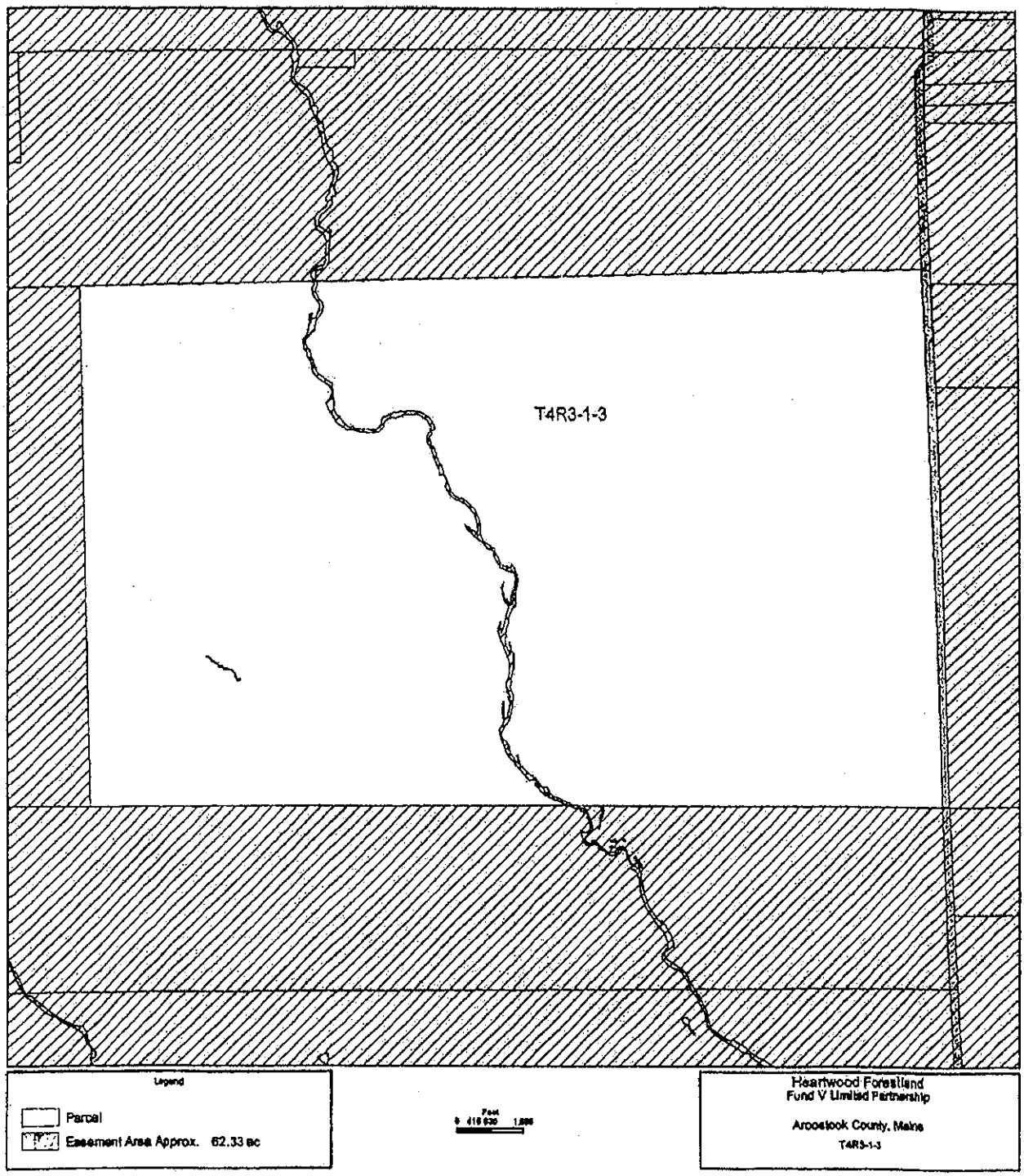


EXHIBIT B-3

Depiction of Transmission and Telecommunication Easement & Access Easement

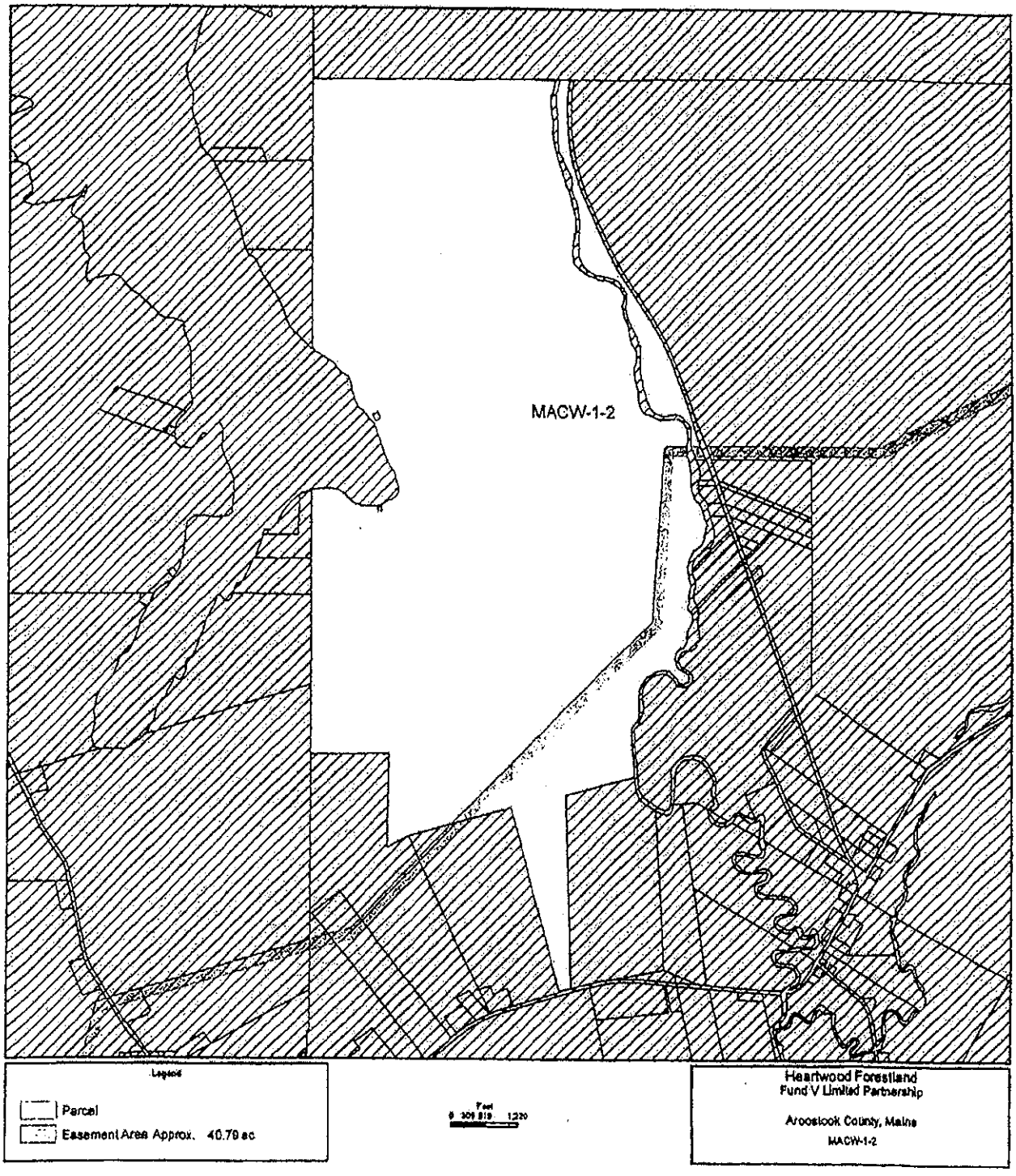


EXHIBIT B – 4

Depiction of Transmission and Telecommunication Easement & Access Easement

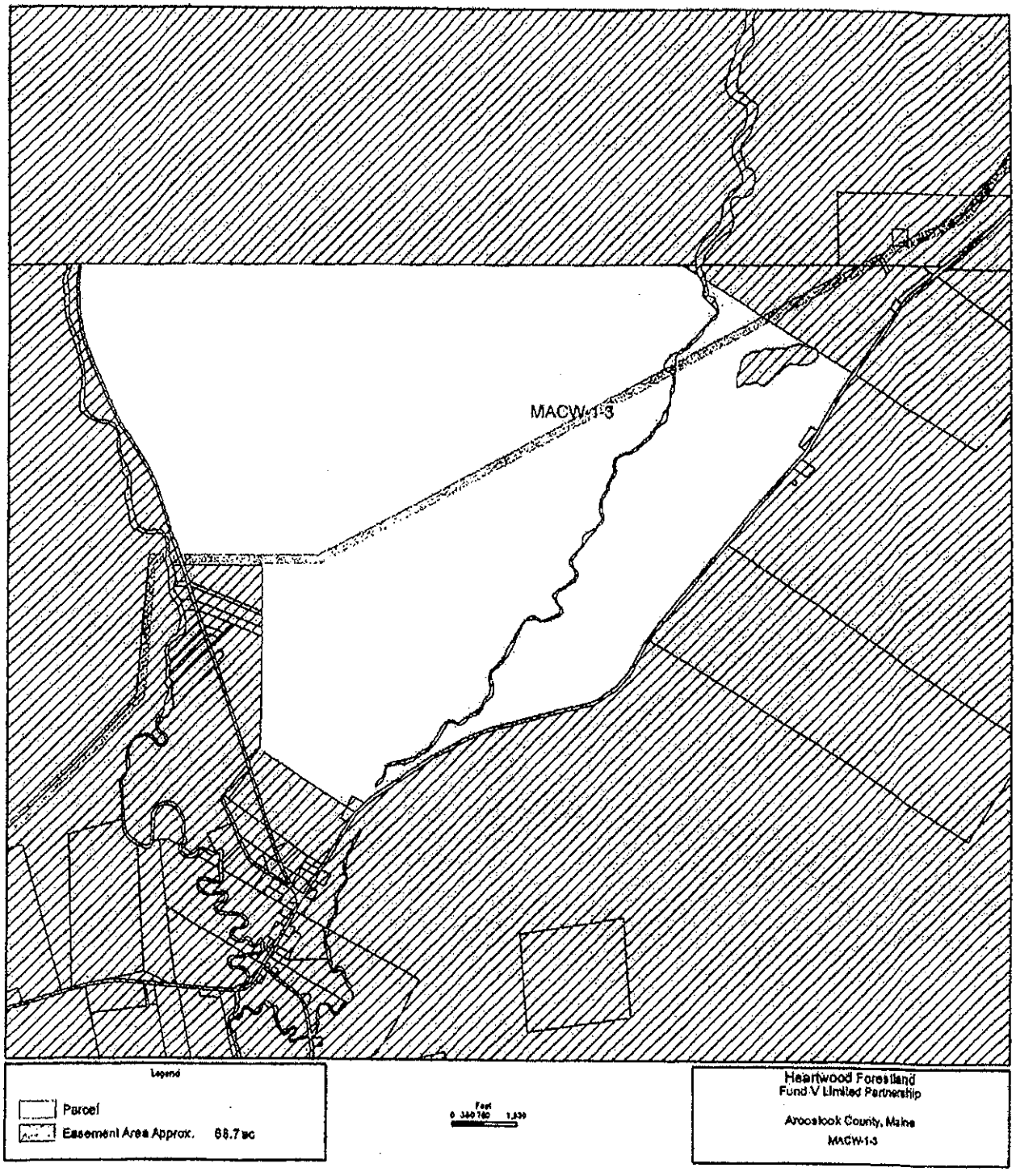


EXHIBIT C

Pre-existing Encumbrances

All those Standard and Special Exceptions to Coverage set forth in that certain Owner's Title Insurance Policy, No. 74106-186907, issued to Grantor by Bigelow Title Insurance Company, dated May 20, 2005, to the extent that such Exceptions apply to those portions of the Land subject to the Easements granted under this Transmission Easement Agreement. The terms "Land" and "Easements" shall be as defined in the Transmission Easement Agreement.

Bk 4921 Pg206 #2372
03-15-2011 @ 01:34p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **PRENTISS & CARLISLE COMPANY, INC.**, a Maine corporation, with a principal place of business in Bangor, State of Maine, and **McCRILLIS TIMBERLAND, LLC**, a Maine limited liability company with a principal place of business in Bangor, State of Maine (collectively, "**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Reed Plantation, Aroostook County, Maine described in those deeds recorded in the Aroostook County Southern Registry of Deeds (the "**Registry of Deeds**") which are listed on **Exhibit A** attached hereto; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, exclusive easement in gross (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities to transmit up to 115kV of electrical power of and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** attached hereto as the "Proposed 200' wide easement" (the "**Easement Area**") and more particularly described on **Exhibit B-1** attached hereto. Grantee shall have the right to increase the scope of the easements hereby conveyed to transmit in excess of 115kV of electricity, by paying additional consideration, as provided in Section 1(h.) below and the parties' separate Compensation Agreement of even date herewith. **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across land of Grantor by means of roads designated for such access on **Exhibit B**.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to ~~enter on adjacent land now or hereinafter~~ owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

h. Notwithstanding anything to the contrary herein, Grantee may not exercise the Transmission and Telecommunication Easement rights granted to it under this Section 1 until Grantee has delivered the Final Extension Notice and paid the Final Easement Payment to Grantor as provided in Section 4.

i. Upon Grantee's payment of additional consideration, as provided in the parties' separate Compensation Agreement of even date herewith, the easements hereby granted may be extended, to the extent permitted by applicable federal, State and local laws, statutes, ordinances, orders, rules and regulations, to increase the electrical power transmission capacity under the Transmission and Telecommunication Easement granted hereunder in excess of

115kV. Upon each such payment Grantors and Grantee shall execute an amendment to this Easement Agreement, or a new separate easement agreement (subject to the limitations and reservations herein) in recordable form, confirming the expansion of the easements granted hereunder.

2. **Access Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of designated roads depicted on **Exhibit B** as of the Effective Date. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road or use a road hereafter constructed by Grantors on the Land, it shall first obtain the written approval of the location of the road from Grantor in recordable form, which approval shall not be unreasonably withheld. Grantee shall bear the cost of preparation and registry of deeds recording of amendments to this Agreement, which extend the Access Easement to additional roads.

Grantor reserves the right to relocate, repair, reconstruct or improve and maintain all roads subject to the Access Easement to the extent that Grantor may deem appropriate. Grantor shall be under no obligation to maintain or improve the roads, or road improvements (such as ditches, culverts, and bridges), or to share in the costs of any improvements of Grantee (unless otherwise agreed in writing by the parties). Nothing herein shall restrict the Grantor's right to relocate any road or portions thereof which are subject to the Access Easement, provided that the terms of this Agreement relating to the Access Easement shall apply to the road or portions thereof as they may be relocated from time to time. Grantor shall bear the cost of preparation and registry of deeds recording of amendments to this Agreement confirming Access Easement relocations required by Grantor.

Although it is not obligated to maintain any Access Easement road or roadway improvements to a particular standard for the benefit of Grantee, Grantor anticipates maintaining the roads in the ordinary course of business to provide access to the lands of Grantor and others. Grantee, and its successors and assigns, shall be obligated to share in reasonable maintenance and repair costs incurred by Grantor to maintain Access Easement Roads to a standard customary in the Northeast for timber hauling, in an amount calculated to reflect a reasonable allocation of costs commensurate with the parties' respective use levels of each road. Grantor and Grantee further agree, for themselves and their successors and assigns, to negotiate in good faith regarding the allocation of such costs among them; provided, however, that failure to reach a negotiated agreement shall not relieve Grantee of its contribution obligations. Grantee may maintain and repair all Access Easement roads and road improvements used by Grantee, but shall have no claim for contribution from Grantor for such activities unless (a) it has first provided Grantor (i) advance notice of the proposed work (at least 30 days before commencement), and (ii) an opportunity to undertake the work (or to contract with third parties

to perform the same), and (b) Grantor has agreed to its share of the maintenance and repair costs. None of the agreements herein relative to maintenance and repair costs shall limit or modify any right of contribution the parties may have against third parties.

Grantee will not suffer or permit any mechanic's or materialman's lien to be filed against the Land, for or purporting to be for, labor and materials supplied to, or at the instance of, or for the benefit of, Grantee or any contractor or subcontractor employed, or claiming to be employed by Grantee.

Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Term of Easements**. The initial term of the easements granted in Sections One (1) and Two (2) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 4.

4. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, and at Grantee's sole expense, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder

shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, and at Grantee's sole expense, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements. If Grantee fails to provide such requested release, an affidavit signed by Grantor or Grantor's successors and assigns, confirming the terms of Grantor's notice to Grantee and the lapse of the grace period, may be recorded in the applicable County Registry of Deeds, and shall have the effect of a release from Grantee.

5. **Relocation of Easement Area**. The exact location and route of the Easement Area may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantee shall have the exclusive right and easement, to relocate or reroute the location and route of the Easement Area at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the location and route of the Easement Area is not materially different and imposes no greater burden on the Land than the location and route of the Easement Area depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final location and route of the Easement Area shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment and Grantee shall, without further action by Grantor, but with notice to Grantor, record in the Registry of Deeds a revised **Exhibit B** showing the final location of the Easement Area, together with the surveyed legal description of such area.

6. **Representations and Warranties of Grantor**.

a. Title is subject to the matters listed on **Exhibit C** ("**Pre-existing Encumbrances**") The term "quitclaim covenant" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. Subject to Section 7 below, Grantor shall not further encumber the Land except with financing instruments granted to Grantor's lenders. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to cause any holders of mortgages on the Easement Area to consent to the granting of these Easements, and to

provide Grantee and Grantor written confirmation in recordable form that the interests of any mortgagee and its successors and assigns shall remain subject to the Easements in the event of foreclosure, a deed in lieu of foreclosure, or other enforcement action by any such mortgagee.

b. Grantor represents and covenants that there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land that would prevent or impair Grantee's exercise of the Easements granted hereunder or Grantor's performance of its obligations under this Agreement.

7. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross, and to grant easements to cross and recross, the Easement Area along all existing roads and with utility lines as may be necessary or convenient in serving land of Grantor and others, and shall have the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's Transmission and Telecommunication Facilities constructed or to be constructed on the Easement Area; (iii) that such activities, whether by Grantor or third parties, will not breach the conditions or requirements imposed by permitting agencies with respect to the use of the Easement Area or prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not cut or remove timber or install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed and any cutting or removal of timber will be consistent with the conditions or requirements imposed by Grantee's permitting agencies. Existing crossings to be used by Grantors shall be depicted on the Survey and incorporated into **Exhibit B**. In the case of future crossings constructed by Grantors, the parties agree to execute and record, at the request of either party and at the requesting party's sole expense, an amendment to **Exhibit B**, depicting such crossing locations. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area or the conditions or requirements imposed by Grantee's permitting agencies, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code. Without limiting the foregoing, Grantor may continue harvesting trees and engage in other natural resource exploitation within Access Easement areas on Grantor's Land, provided that such harvesting and mining does not materially interfere with Grantee's use thereof.

8. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will interfere with or impair the transmission of

electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection or maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

9. **Grantor Default**. If Grantor fails to comply with the material terms of this Agreement and such failure continues for thirty (30) days after Grantee's written notice to Grantor specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), Grantee shall be entitled not only to monetary damages, but also due to the location of the Land, certain equitable remedies, since a default could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. In no event shall Grantor be liable for exemplary, punitive or consequential damages.

10. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 4 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 4 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 4), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

11. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the rights under the Easements hereby granted. These various security interests in all or any of Grantee's easement rights are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default

to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

12. **Assignment**. Grantee shall have the right, without Grantor's consent, to assign to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

13. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Transmission and Telecommunication Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Transmission and Telecommunication Easements hereby granted

14. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor and its affiliates, and their respective directors, officers, employees and agents, harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

Without limiting any rights or remedies otherwise available to Grantor, Grantee agrees to hold harmless and indemnify Grantor and its affiliates and their respective directors, officers, employees and agents, from and against all claims, demands, penalties, fines, liabilities, costs and expenses, including without limitation, reasonable attorneys fees and/or costs to clean up or remediate Hazardous Materials on, from or affecting Grantor's land (collectively, "Liabilities") arising from Grantee's exercise of any of the rights granted herein, including, but not limited to any Liabilities resulting from violations by Grantee of federal, state or local environmental laws or other laws, orders, permits or regulations. The foregoing indemnification shall include, without limitation, Liabilities arising out of or in any way related to, the presence, disposal,

release, or threatened release of any Hazardous Materials on, from or affecting the Easement Area or Grantor's remaining property as a result of Grantee's activities. For purposes of this paragraph, the term "Hazardous Materials" includes, without limit, any hazardous or toxic materials, waste or substances, oil or petroleum products, or related materials; including without limitation as the same are defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42. US.C. Section 6901, et seq.), applicable Maine Statutes (including 38 M.R.S.A. Section 561, et seq., 38 M.R.S.A. Section 1361, et seq., 38 M.R.S.A. Section 1301, et seq.; and 38 M.R.S.A. Section 1317, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

15. **Insurance**. Grantee agrees to provide and maintain, the following insurance in connection with its use of the foregoing Easements:

a) Worker's Compensation – Statutory Limits (no exemptions)

i) Employer's Liability - $1,000,000 minimum coverage

b) Commercial General Liability - $2,000,000 Combined Single Limit written on an occurrence basis

i) Contractual Liability - $2,000,000

c) Automobile Liability - $1,000,000 Combined Single Limit including all owned, non-owned and hired vehicles.

16. **Conditions of Use.** Grantee covenants and agrees that:

a. Grantee's use of the easements shall be at the sole risk of Grantee.

b. Before commencing any construction, Grantee shall commission environmental assessments of the Easement Area (at a minimum, in accordance with applicable ASTM standard practices for a Phase I Environmental Assessment), and provide copies of the assessments to Grantor. The assessments so produce shall constitute baseline data which will assist the parties in determining the existence and nature of environmental conditions existing prior to initial construction of Grantor's Transmission Facilities and Telecommunication Facilities within the Easement Area, and in making determinations as to the nature and extent of the parties' respective obligations hereunder, as may be supplemented upon such further environmental assessment as either party may conduct with respect to activities and conditions arising after the date hereof.

c. All activities of Grantee shall be conducted in full compliance with all requirements of Federal, State, and local laws, including, but not limited to Federal and State labor and employment laws, workers' compensation laws, laws pertaining to occupational safety and health, and laws pertaining to environmental protection and forest practices.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor:	Prentiss & Carlisle Management Co., Inc. Attention: President 107 Court Street Bangor, ME 04401
Notice to Grantee:	Maine GenLead, LLC c/o First Wind Energy, LLC 179 Lincoln Street, Suite 500 Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances**. Provided that Grantee bears the cost of document preparation, the reasonable costs of review by Grantor's attorney, recording and other associated costs, Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed

and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "Effective Date" shall be the sooner of the date on which Grantee records this Agreement in the Registry of Deeds or 60 days following Grantor's execution.

27. **Taxes & Tree Growth Program.** For so long as the Easements remain in force, Grantee shall be responsible to pay any real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Easement Area and Grantee's Transmission Facilities, including any "tree growth" withdrawal penalty or land use conversion tax penalty, arising from the grant of the Easements hereunder or Grantee's exercise of the rights granted hereunder. The Easement Area is part of the larger parcels. Until separate tax bills become available for the Easement Area, Grantee shall be responsible for the taxes assessed to the Easement Area based upon the following formula: [Acres in Easement Area x taxing authority's per acre ad valorem value applicable to the Easement Area x the applicable

mil rate], and the amount of taxes attributable to Grantee's improvements. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax map lot designation for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, PRENTISS & CARLISLE COMPANY, INC., has caused this instrument to be executed by its duly authorized representative this 16 day of August, 2010.

PRENTISS & CARLISLE COMPANY, INC.,
a Maine corporation

By: Donald P. White
Print Name:
Its:

STATE OF MAINE §
§
COUNTY OF Penobscot § August 16, 2010

Personally appeared the above-named Donald White, President of Prentiss & Carlisle Company, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

Jennifer Deane
Notary Public

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **McCRILLIS TIMBERLAND, LLC**, has caused this instrument to be executed by its duly authorized representative this ~~28~~ 23 day of August, 2010.

McCRILLIS TIMBERLAND, LLC,
a Maine limited liability company

By: William M G Fletcher
Name: William M G Fletcher
Its: President

STATE OF MAINE §
§
COUNTY OF Hancock § August ~~28~~ 23, 2010

Personally appeared the above-named Fletcher, William of McCrillis Timberland, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me, Rebecca Emerson

REBECCA EMERSON
Notary Public, Maine
My Commission Expires November 1, 2014

Notary Public

Print Name of Notary: Rebecca Emerson

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 8th day of October, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

STATE OF ~~OF~~ Commonwealth of Massachusetts §
§
COUNTY OF Suffolk § Oct 8, 2010.

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Notary Public

Print Name of Notary: _____

ARTHUR J. SNELL
MY COMMISSION EXPIRES OCT. 8, 2015
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Prentiss & Carlisle Company, Inc. and McCrillis Timberland, LLC, as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed from Muriel B. Patchell and Maxine Giberson to McCrillis Land Association and Prentiss & Carlisle Company, Inc. acknowledged on June 20, 1969 recorded in Aroostook County Registry of Deeds in Book 1048, Page 861

2. Quitclaim Deed with Covenant from McCrillis Land Association to McCrillis Timberland, Inc. dated December 15, 1970 and recorded in said Registry of Deeds in Book 1074, Page 681.

3. Reference is also made to Certificate of Merger whereby McCrillis Timberland, Inc. and McCrillis Corporation merged into McCrillis Timberland, LLC dated January 6, 1999 recorded in said Registry of Deeds in Book 3229, Page 206.

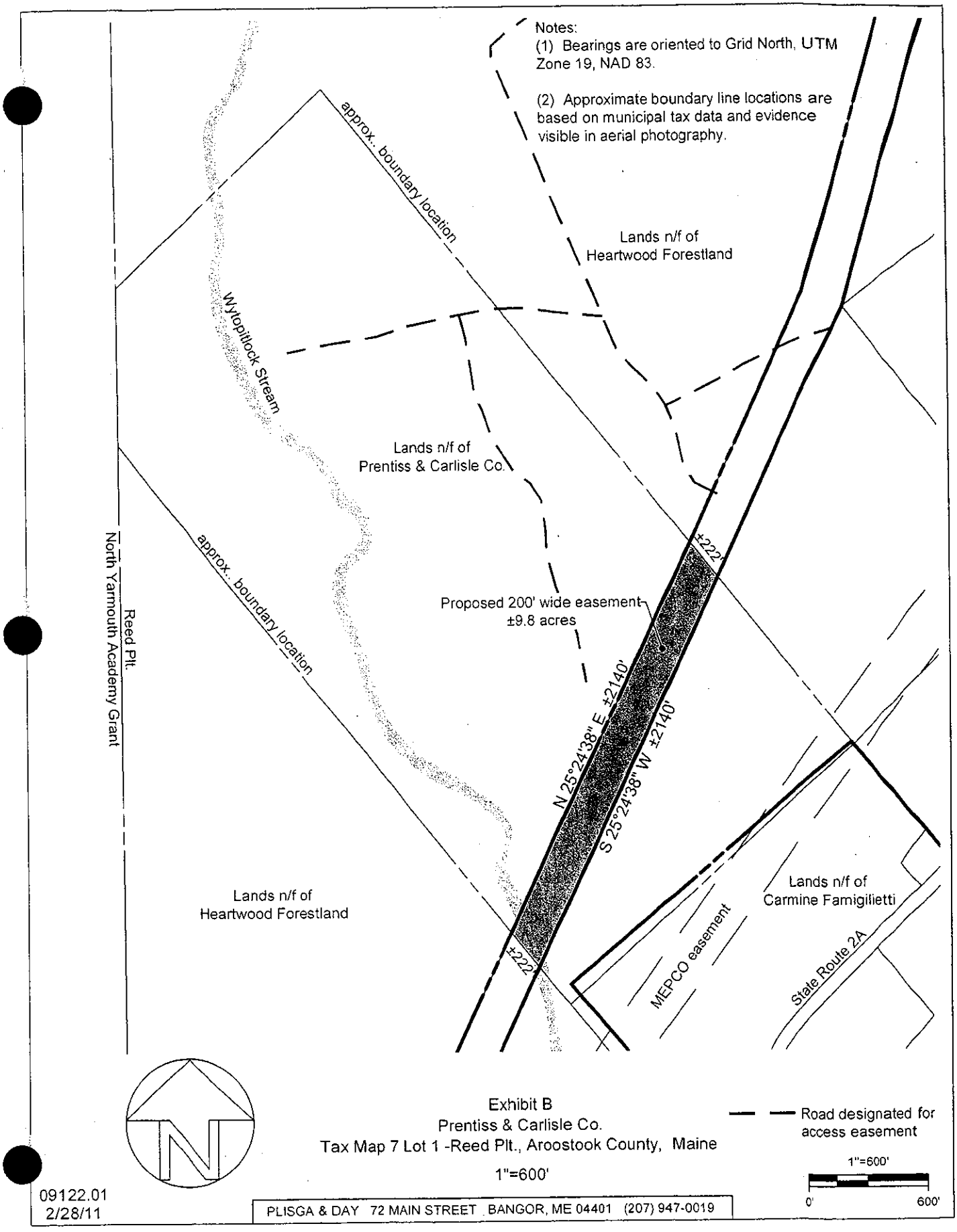

Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.
(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.
approx. boundary location
Lands n/f of Heartwood Forestland
Wytopitlock Stream
Lands n/f of Prentiss & Carlisle Co.
approx. boundary location
Reed Plt.
North Yarmouth Academy Grant
Proposed 200' wide easement
±9.8 acres
±222'
N 25°24'38" E ±2140'
S 25°24'38" W ±2140'
±222'
Lands n/f of Heartwood Forestland
Lands n/f of Carmine Famigilietti
MEPCO easement
State Route 2A
N
Exhibit B
Prentiss & Carlisle Co.
Tax Map 7 Lot 1 -Reed Plt., Aroostook County, Maine
1"=600'
Road designated for access easement
1"=600'
0'
600'
09122.01
2/28/11
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

EXHIBIT B-1

Description of Easement Area

A certain lot or parcel of land situated in Reed Plantation, County of Aroostook, State of Maine, as depicted on Exhibit B attached herewith, and more particularly described as follows:

Beginning on the westerly line of a parcel of land now or formerly of Heartwood Forestland at the southwesterly corner of a 200 foot wide transmission line corridor easement through lands of said Heartwood Forestland; thence through the lands of Prentiss and Carlisle Co. South 25 degrees, 24 minutes, 38 seconds West a distance of 2140 feet, more or less, to a point at the southeasterly corner of a 200 foot wide transmission line corridor easement through lands of Heartwood Forestland on the easterly line of lands of Heartwood Forestland; thence along the easterly line of lands of said Heartwood Forestland and the easterly end of said 200 foot wide transmission line corridor easement through lands of said Heartwood Forestland in a generally northwesterly direction a distance of 222 feet, more or less to a point at the northeasterly corner of said 200 foot wide transmission line corridor easement; thence through the lands of said Prentiss and Carlisle Co. North 25 degrees, 24 minutes, 38 seconds East a distance of 2140 feet, more or less, to a point at the northwesterly corner of a 200 foot wide transmission line corridor easement through lands of Heartwood Forestland; thence along the westerly line of lands of said Heartwood Forestland and the westerly end of said 200 foot wide transmission line corridor easement through lands of said Heartwood Forestland in a generally southeasterly direction a distance of 222 feet, more or less to the point of beginning, enclosing 9.8 acres, more or less.

Bearings referenced herein are oriented to Grid North, UTM Zone 19, NAD 83.

Being a portion of the property conveyed to McCrillis Land Association and Prentiss & Carlisle Company, Inc. by deed from Muriel B. Patchell and Maxine Giberson by deed acknowledged on June 20, 1969 recorded in Aroostook County Registry of Deeds in Book 1048, Page 86 and deed from McCrillis Land Association to McCrillis Timberland, Inc. dated December 15, 1970 and recorded in said Registry of Deeds in Book 1074, Page 681. Reference is also made to Certificate of Merger whereby McCrillis Timberland, Inc. and McCrillis Corporation merged into McCrillis Timberland, LLC dated January 6, 1999 recorded in said Registry of Deeds in Book 3229, Page 206.

EXHIBIT C

Pre-existing Encumbrances

1. All land use, environmental, building and zoning laws, ordinances regulations, rules, orders and licenses of governmental authority affecting the Easement Area.

2. Easements, covenants and restrictions of record to the extent that they affect the Easement Area.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4910 Pg38 #1041
02-01-2011 @ 04:00p

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

SELLER: **PENOBSCOT FOREST, LLC**, a Delaware limited liability company with a mailing address of 77 Franklin St., 10th Floor, Boston, MA 02110

PURCHASER: **MAINE GENLEAD, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises and Interests subject to Purchase and Sale Agreement:**

A. Easements for a transmission corridor to, on and across a portion of the property of Seller described in deed recorded in Book 4093, Page 248 of the Aroostook County Registry of Deeds (Southern District), together with access easements to said portion; said portion is described on Exhibit A attached hereto and is depicted on Exhibit B-1 through B-6 attached hereto, and the easements to said portion are depicted on Exhibits C-1 through C-5 attached hereto.

B. Fee simple interest in a portion of said property of Seller described in Book 4093, Page 248 and easements to said portion; said portion is described on Exhibit C attached hereto and is depicted on Exhibits B-7 attached hereto and the easements to said portion are depicted on Exhibit C-6 attached hereto.

II. **Date of Purchase and Sale Agreement:** August 3, 2010

III. **Date of Closing:** The closing (the "Closing") shall take place at 10:00 a.m. on (i) the first business day that is 30 days after the Permit Date but in no event later than December 1, 2012, or (ii) such earlier date as Purchaser may request. "Permit Date" is defined as the date upon which Purchaser has received any and all permits from the Maine Department of Environmental Protection that Purchaser determines necessary in connection with the construction and operation of its transmission corridor and the final resolution of any appeals thereof

IV. This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall constitute a single instrument.

In Witness Whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this 28th day of January, 2011.

WITNESS:

SELLER:
PENOBSCOT FOREST LLC
By: Kennebec Forest LLC, Its Managing Member
By: Black Bear Forest, Inc., Its Sole Member

By: Danielle Tanhouse
Name: Danielle Tanhouse
Its: Authorized Rep

Commonwealth of Massachusetts
County of

1/28/, 2011

Then personally appeared the above-named Daniel K Jankauer in his/her capacity as ~~President~~ Authorized Person of Black Bear Forest, Inc., Sole Member of Kennebec Forest LLC, Managing Member of PENOBSCOT FOREST LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said corporation and limited liability companies.

Before me,

KRISTEN NICHOLAS
Notary Public
Massachusetts
Commission Expires Aug 18, 2017

Notary Public

WITNESS:

PURCHASER:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC

_____

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

January 28, 2011

Then personally appeared the above-named Elizabeth Weir, Assistant Secy of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public
My commission expires: 12.2.16

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

LIST OF EXHIBITS:
Exhibit A – Easement Interests
Exhibit B-1 through B-6 – Depiction of Easement Areas
Exhibit B-7 – Depiction of Fee Area
Exhibit C – Description of Fee Area
Exhibit C-1 to C-5 – Depiction of Appurtenant Easement Locations to Easement Areas
Exhibit C-6 – Depiction of Appurtenant Easement Locations to Fee Area

EXHIBIT A
EASEMENTS INTERESTS

Transmission Easement Deed and Agreement to, on, under, over and across lands of Seller in T3R3 WELS (depicted on State tax maps thereof as Lot 1-2.1), Glenwood Plantation (depicted on Plantation tax maps thereof as Lot 1-1), North Yarmouth Academy Grant Township (depicted on State tax maps thereof as Lots 1-3, 1-4, and 1-6), and Macwahoc Plantation (depicted on State tax maps thereof as Lot 4-4), Aroostook County, Maine. The Transmission Easement to be granted under the Easement Agreement shall encumber those locations of Seller's lands shown as "Proposed 200' wide easement" on six sheets of the copy of the survey sketch plan (the "Plan") attached hereto and marked as **Exhibits B-1 through B-6**.

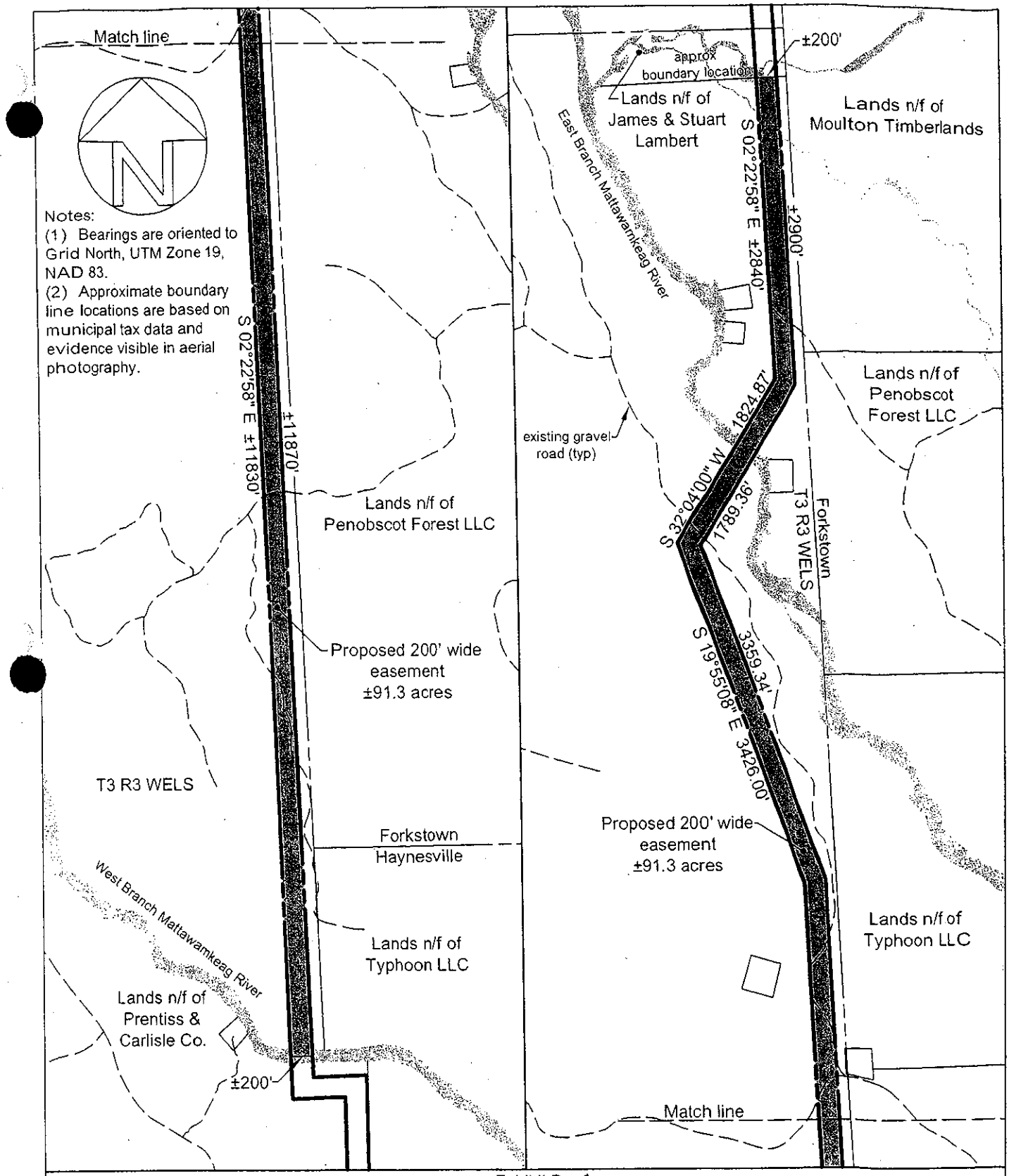


Exhibit B

Penobscot Forest LLC

Tax Map 1 Lot 2.1

Township 3 Range 3 WELS, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=1200'

Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) With the exception of easement sidelines, boundary line locations are approximate and based on municipal tax data.

Line	Bearing	Distance
L1	N 53°40'17" E	±6880'
L2	Southerly	±250'
L3	S 53°40'17" W	±6870'
L4	Northerly	±245'
L5	N 53°40'17" E	±5755'
L6	Southerly	±250'
L7	S 53°40'17" W	±5335'
L8	Westerly	±335'
L9	N 53°40'17" E	±1665'
L10	S 0° 41' 29" E	246.09'
L11	S 53°40'17" W	±1255'
L12	Westerly	±330'

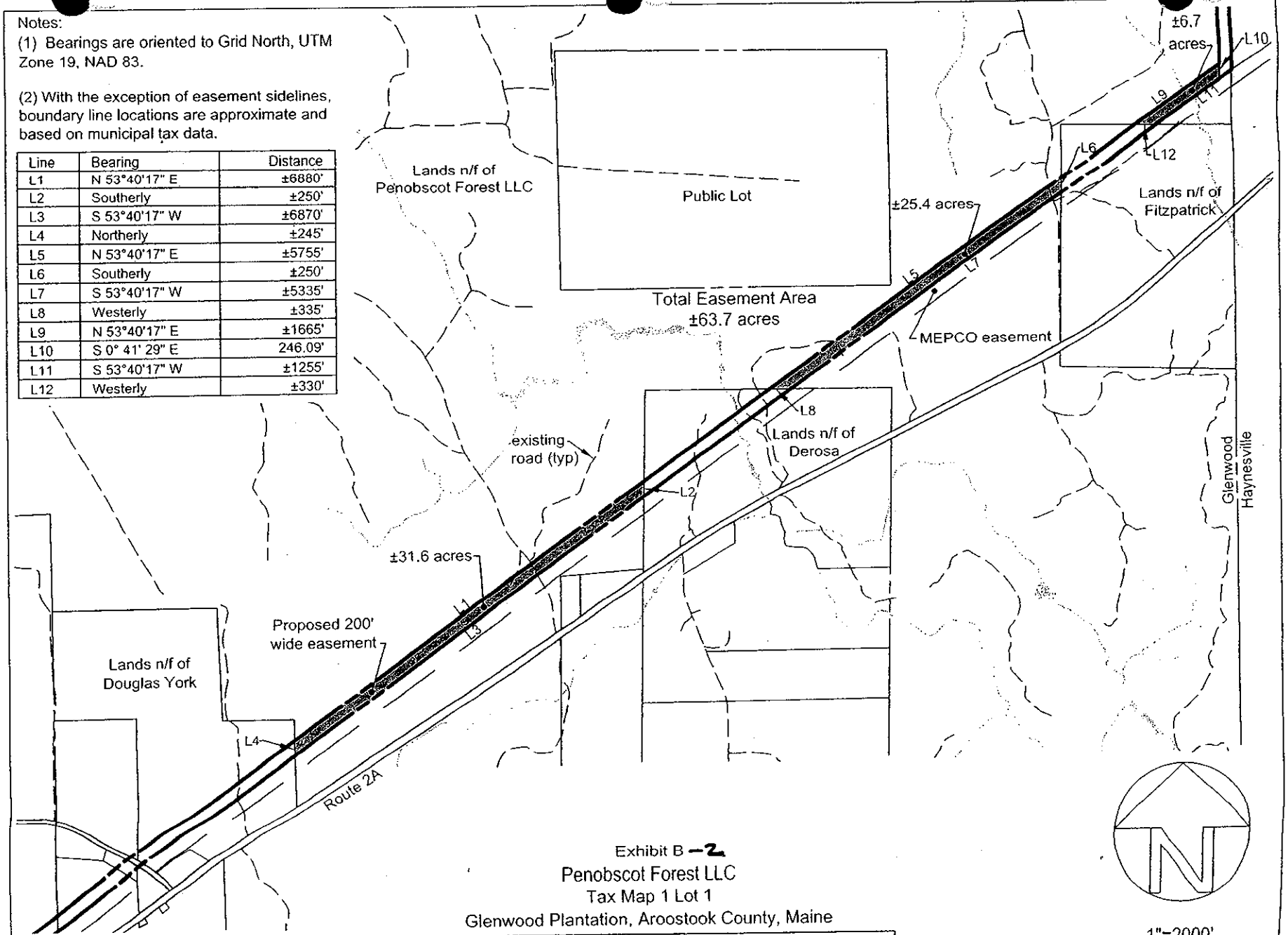


Exhibit B – 2

Penobscot Forest LLC
Tax Map 1 Lot 1
Glenwood Plantation, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=2000'

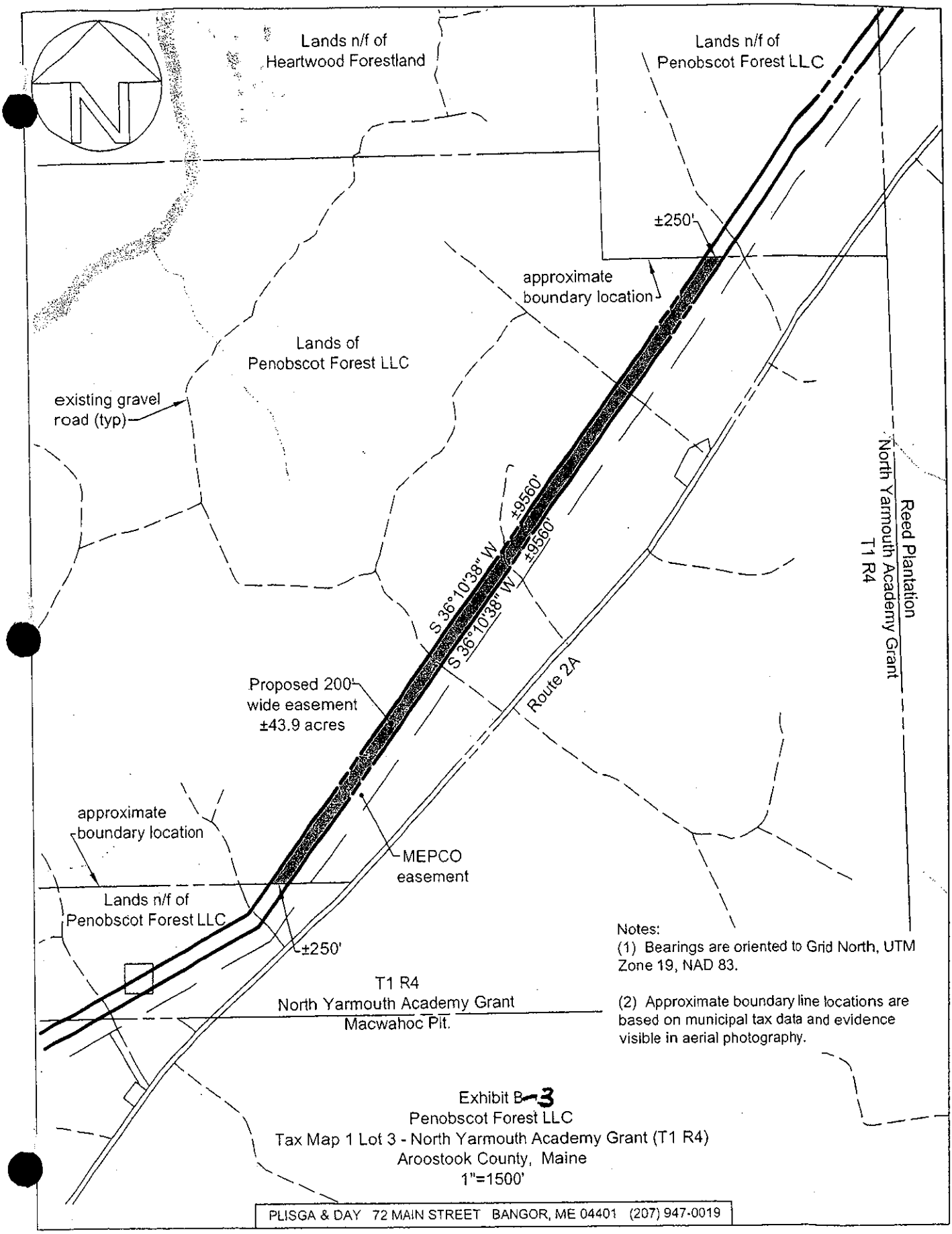
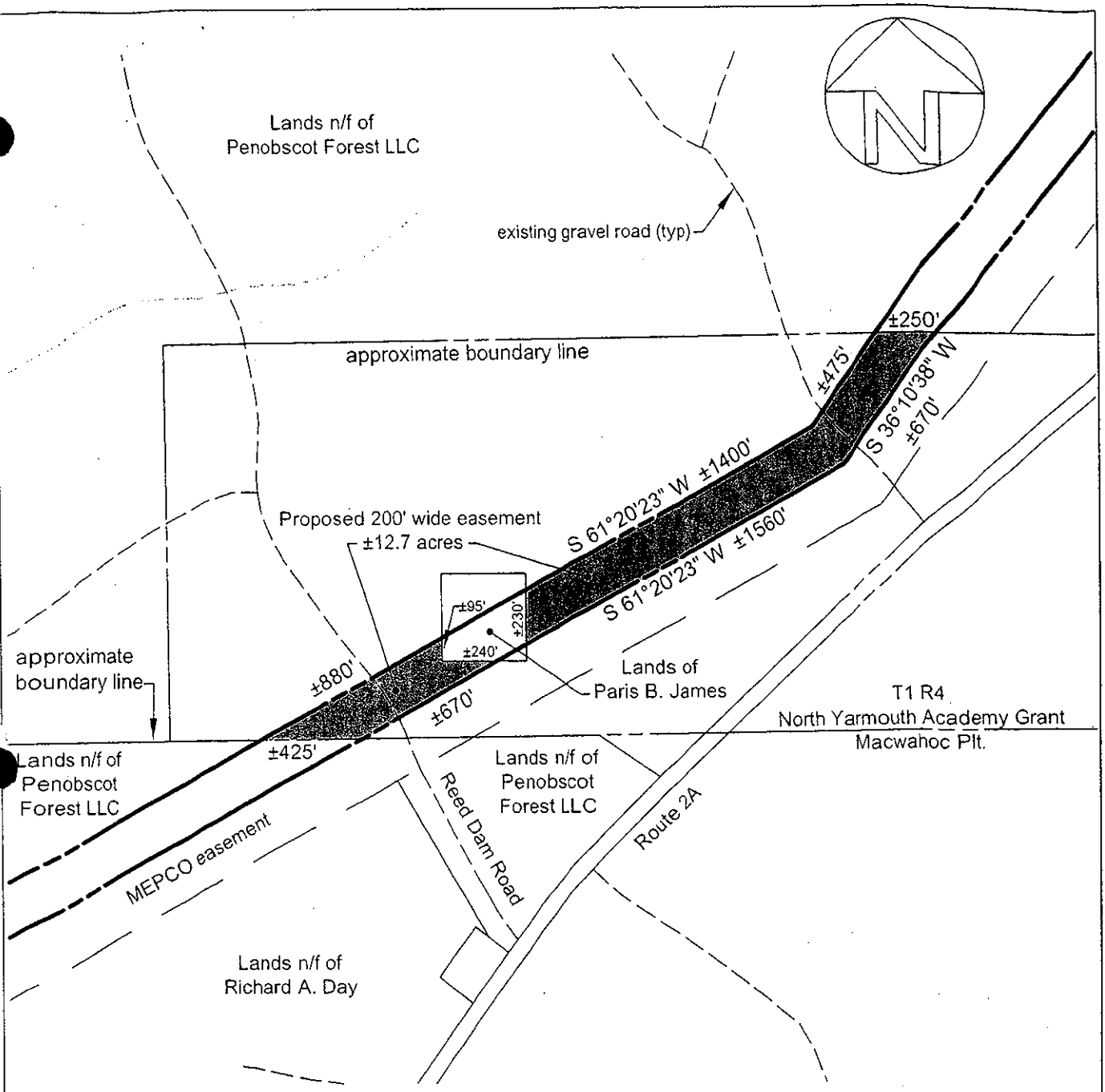


Exhibit B-3
Penobscot Forest LLC
Tax Map 1 Lot 3 - North Yarmouth Academy Grant (T1 R4)
Aroostook County, Maine
1"=1500'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B – 4
Penobscot Forest LLC
Tax Map 1 Lot 4 - North Yarmouth Academy Grant (T1 R4), Aroostook County, Maine

1"=600'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

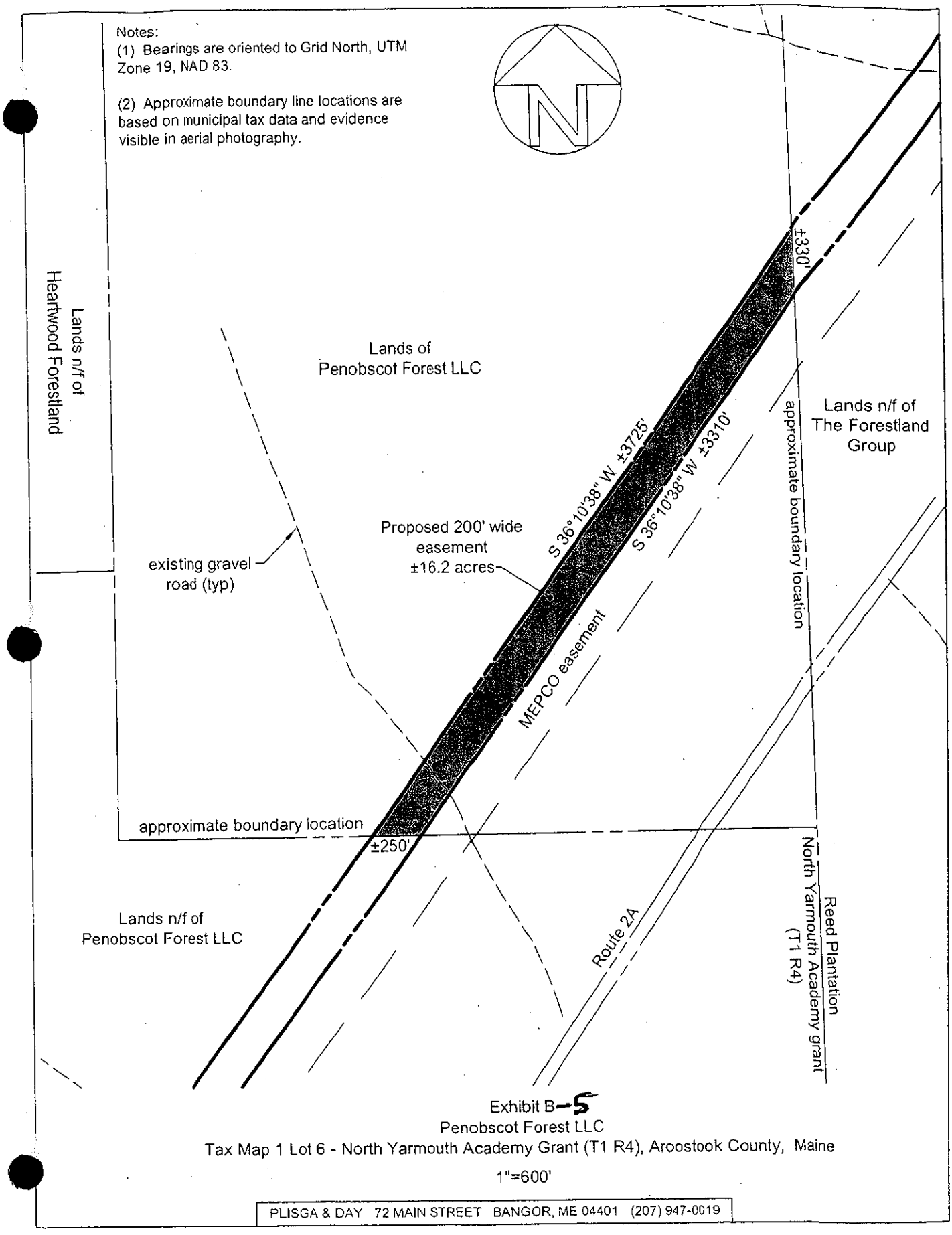


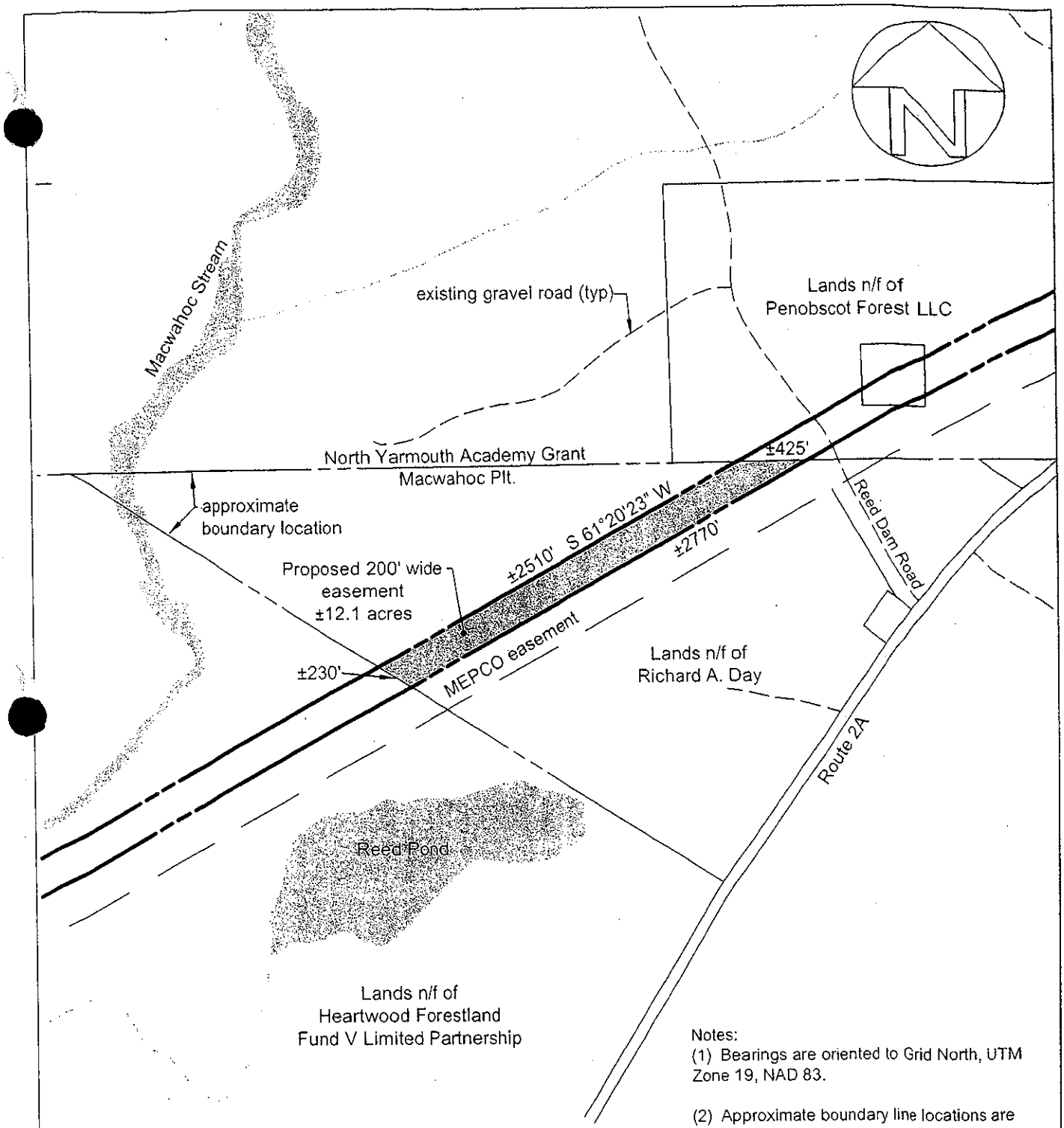
Exhibit B-5

Penobscot Forest LLC

Tax Map 1 Lot 6 - North Yarmouth Academy Grant (T1 R4), Aroostook County, Maine

1"=600'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

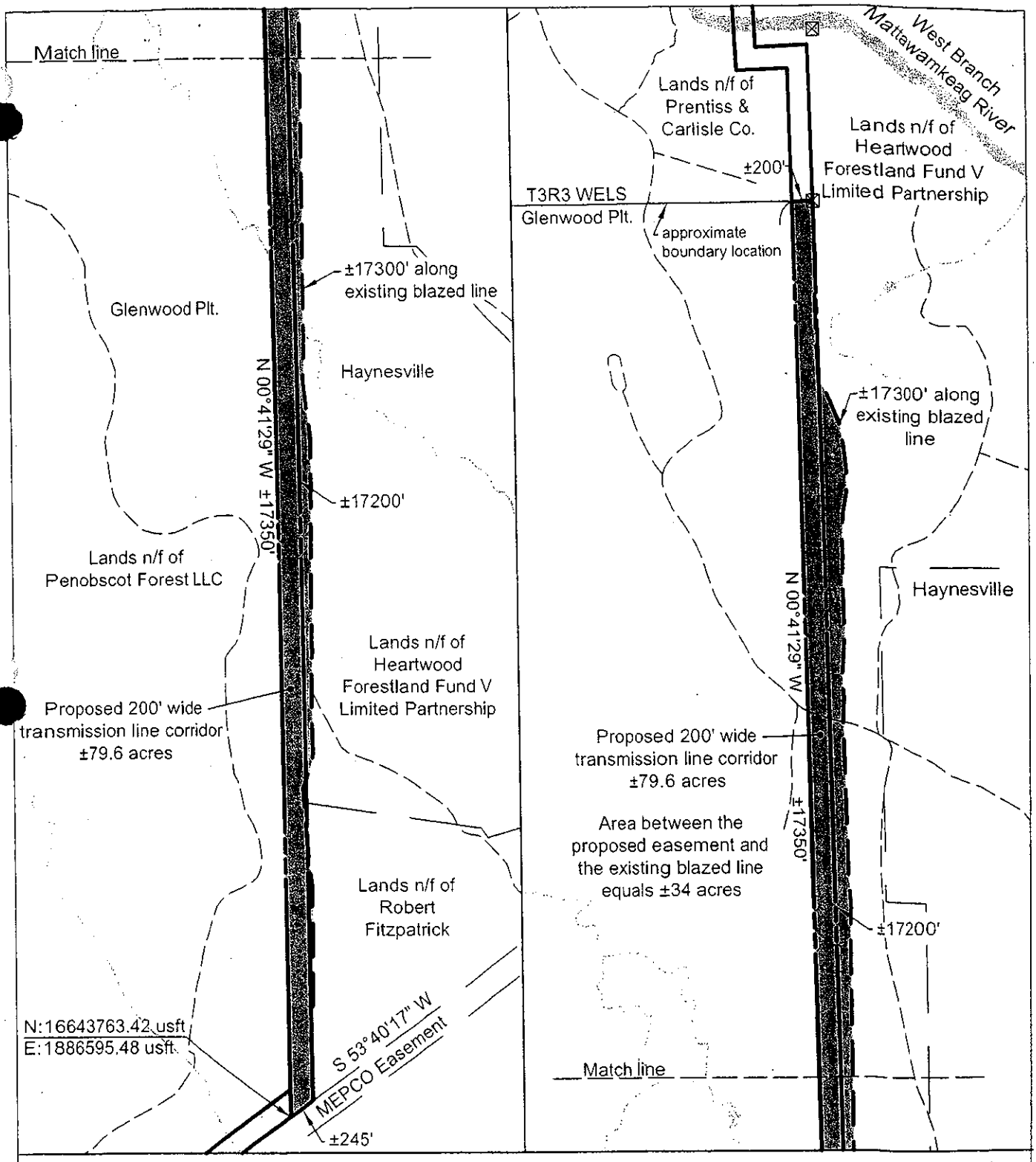


Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B-6
Penobscot Forest LLC
Tax Map 4 Lot 4 - Macwahoc, Aroostook County, Maine
1"=800'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

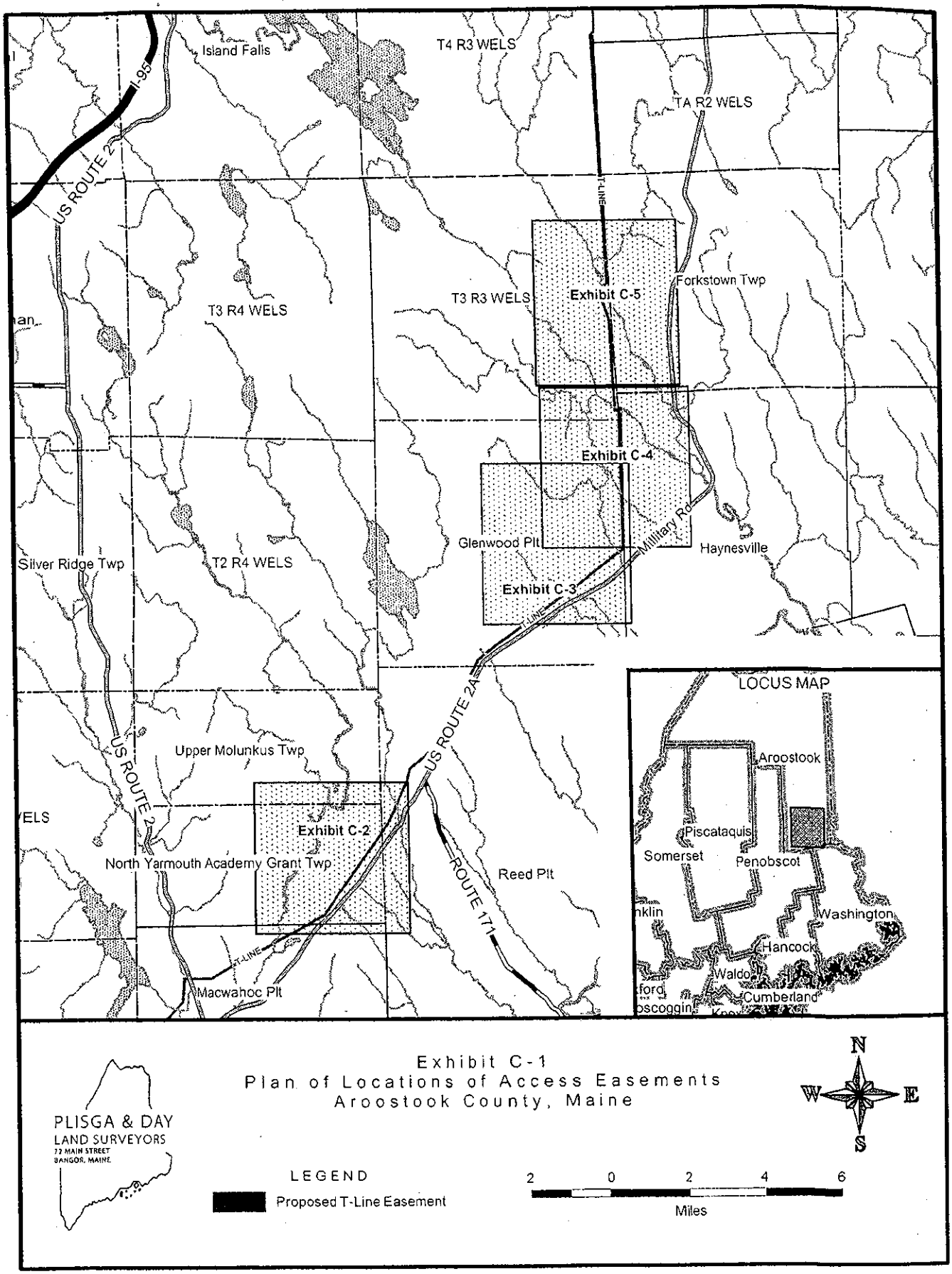
Exhibit B-7
Penobscot Forest LLC
Tax Map 1 Lot 1
Glenwood Plantation, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=1200'

EXHIBIT C
FEE INTERESTS

That portion of Seller's lands in Glenwood Plantation, Aroostook County, Maine (which lands are depicted on Plantation tax maps as Lot 1-1) shown on the sheet of the Plan attached hereto and marked as **Exhibit B-7** as (i) a shaded area marked "Proposed 200' wide transmission line corridor" and (ii) as the shaded area lying easterly of the easterly boundary of said 200' wide corridor (the "Fee Area"). The Fee Area shall be conveyed together with the benefit of appurtenant easements for access and construction as set forth in set forth in **Exhibit C-6** attached hereto.


Island Falls
T4 R3 WELS
TA R2 WELS
I-95
US ROUTE 2
T-LINE
Forkstown Twp
T3 R3 WELS
Exhibit C-5
T3 R4 WELS
Exhibit C-4
Military Rd
Haynesville
Glenwood Plt
Silver Ridge Twp
T2 R4 WELS
Exhibit C-3
T-LINE
US ROUTE 2A
LOCUS MAP
Aroostook
Piscataquis
Somerset
Penobscot
Washington
Hancock
Waldo
Cumberland
Upper Molunkus Twp
US ROUTE 2
Exhibit C-2
North Yarmouth Academy Grant Twp
Reed Plt
ROUTE 171
T-LINE
Macwahoc Plt
PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE
Exhibit C-1
Plan of Locations of Access Easements
Aroostook County, Maine
N
W
E
S
LEGEND
Proposed T-Line Easement
2 0 2 4 6
Miles

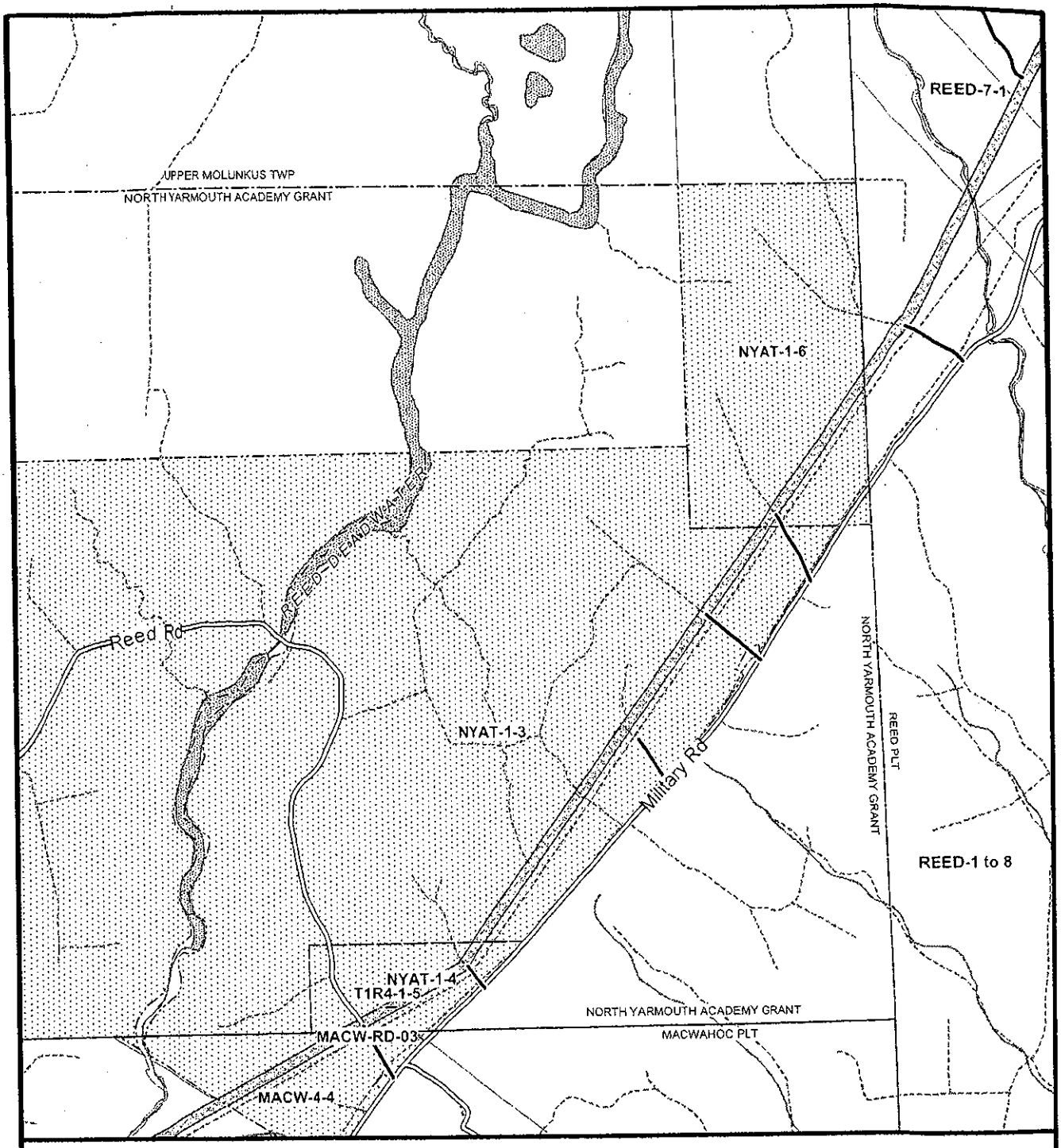


Exhibit C-2
Plan of Location of Access Easements
North Yarmouth Academy Grant Township
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

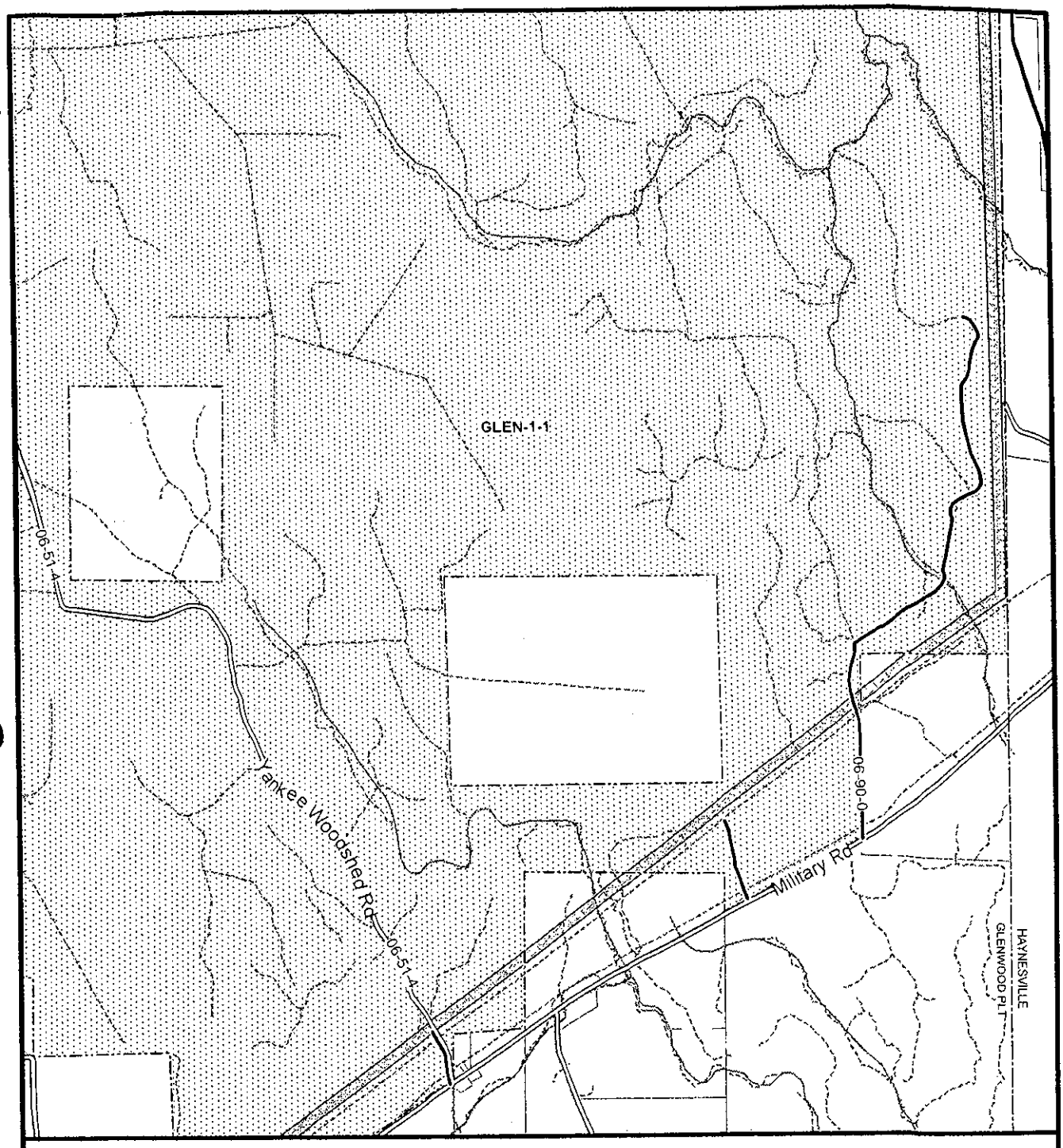


Exhibit C-3
Plan of Location of Access Easements
Glenwood Plantation
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

- Access Easement Location
- Penobscot Forest LLC Ownership
- Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

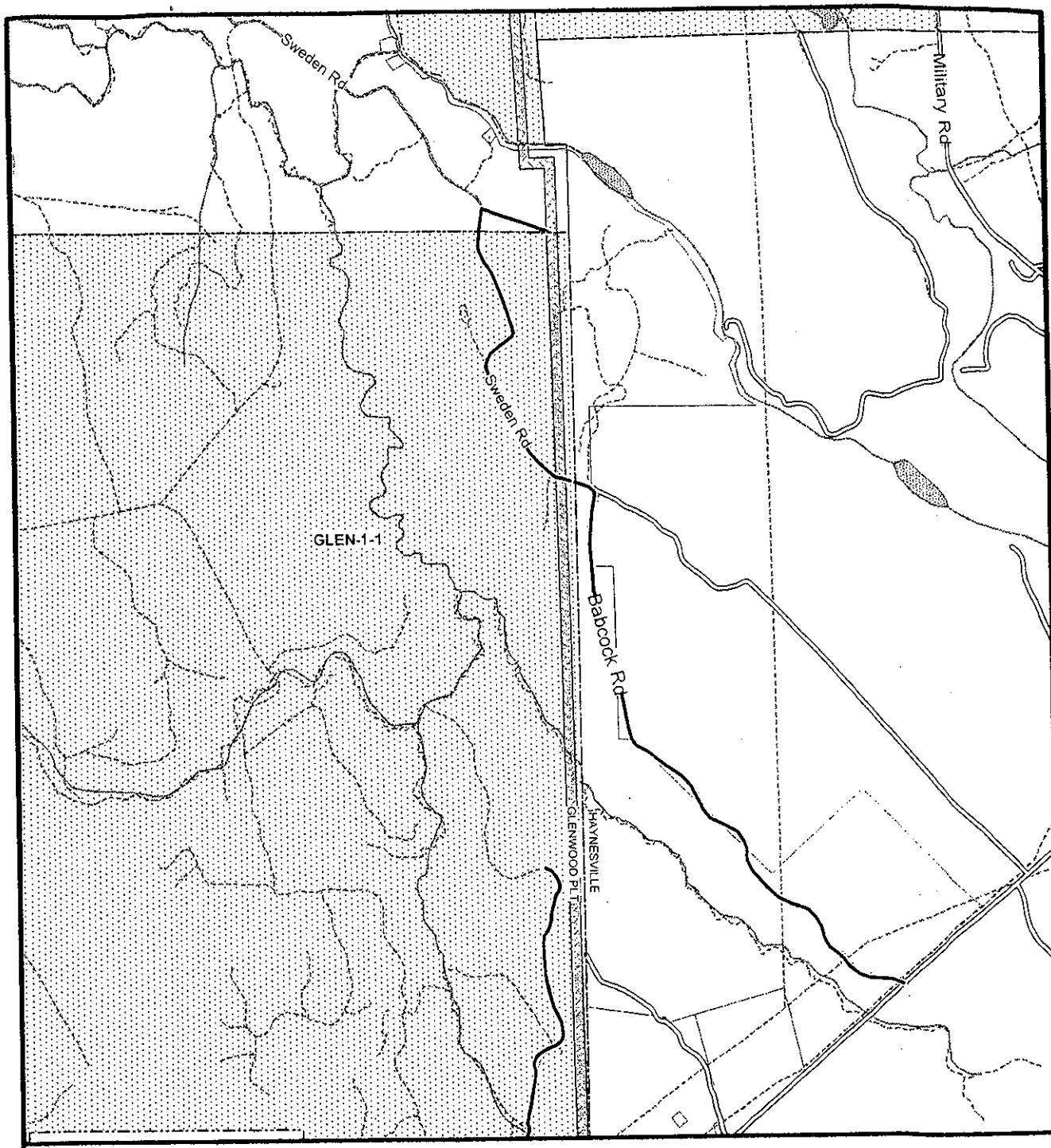


Exhibit C-4
Plan of Location of Access Easements
Glenwood Plantation & Haynesville
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

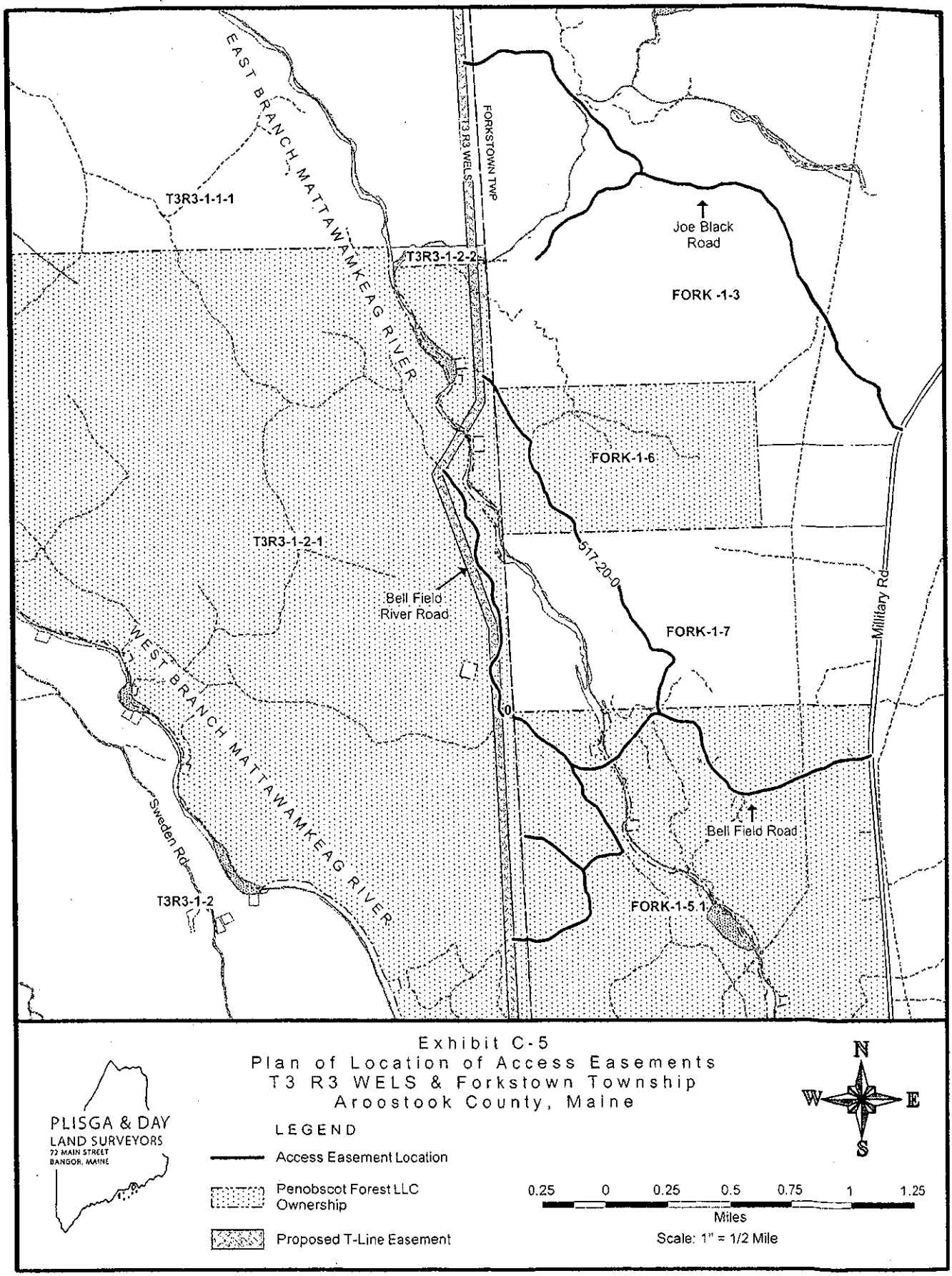


Exhibit C-5
Plan of Location of Access Easements
T3 R3 WELS & Forkstown Township
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

- Access Easement Location
- Penobscot Forest LLC Ownership
- Proposed T-Line Easement

N W E S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

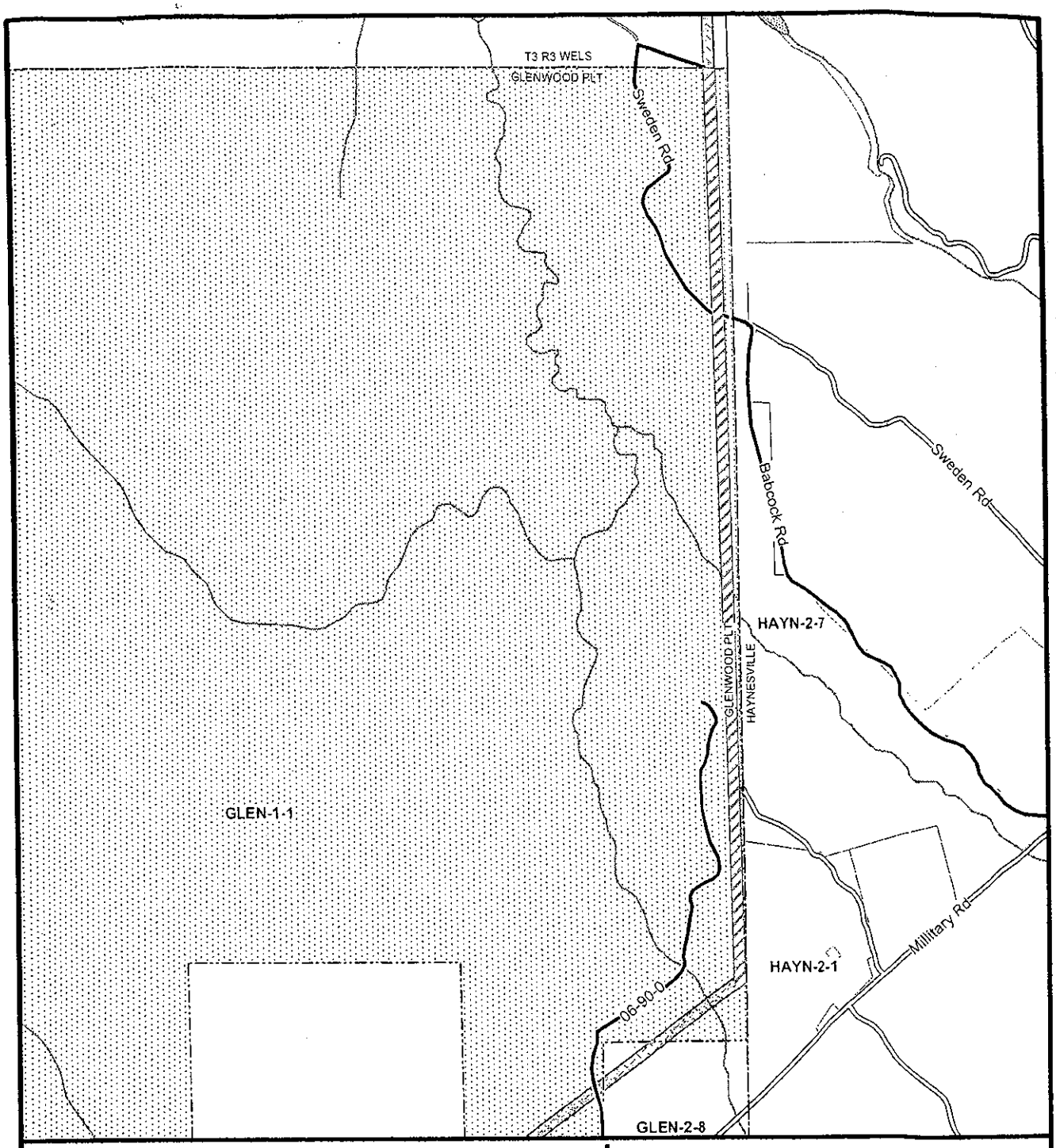


Exhibit C-6

Plan of Location of Access Easements
Glenwood Plantation
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

- Access Easement Location
- Proposed T-Line Easement
- Maine Gen Lead Fee Ownership (to be transferred)
- Penobscot Forest LLC Ownership

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4910 Pg38 #1041
02-01-2011 @ 04:00p

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

SELLER: **PENOBSCOT FOREST, LLC**, a Delaware limited liability company with a mailing address of 77 Franklin St., 10th Floor, Boston, MA 02110

PURCHASER: **MAINE GENLEAD, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises and Interests subject to Purchase and Sale Agreement:**

A. Easements for a transmission corridor to, on and across a portion of the property of Seller described in deed recorded in Book 4093, Page 248 of the Aroostook County Registry of Deeds (Southern District), together with access easements to said portion; said portion is described on Exhibit A attached hereto and is depicted on Exhibit B-1 through B-6 attached hereto, and the easements to said portion are depicted on Exhibits C-1 through C-5 attached hereto.

B. Fee simple interest in a portion of said property of Seller described in Book 4093, Page 248 and easements to said portion; said portion is described on Exhibit C attached hereto and is depicted on Exhibits B-7 attached hereto and the easements to said portion are depicted on Exhibit C-6 attached hereto.

II. **Date of Purchase and Sale Agreement:** August 3, 2010

III. **Date of Closing:** The closing (the "Closing") shall take place at 10:00 a.m. on (i) the first business day that is 30 days after the Permit Date but in no event later than December 1, 2012, or (ii) such earlier date as Purchaser may request. "Permit Date" is defined as the date upon which Purchaser has received any and all permits from the Maine Department of Environmental Protection that Purchaser determines necessary in connection with the construction and operation of its transmission corridor and the final resolution of any appeals thereof

IV. This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall constitute a single instrument.

In Witness Whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this 28th day of January, 2011.

WITNESS:

Sarah E. Kern

SELLER:
PENOBSCOT FOREST LLC
By: Kennebec Forest LLC, Its Managing Member
By: Black Bear Forest, Inc., Its Sole Member

By: Danielle Jankowski
Name: Danielle Jankowski
Its: Authorized Person

Commonwealth of Massachusetts
County of

1/28/, 2011

Then personally appeared the above-named Authorized Person Danielle Jankauskas in his/her capacity as ~~President~~ of Black Bear Forest, Inc., Sole Member of Kennebec Forest LLC, Managing Member of PENOBSCOT FOREST LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said corporation and limited liability companies.

Before me,

KRISTEN NICHOLAS
Notary Public
Massachusetts
Commission Expires Aug 18, 2017

Notary Public

WITNESS:

PURCHASER:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC

_____

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

January 28, 2011

Then personally appeared the above-named Elizabeth Weir, Assistant Secy of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public
My commission expires: 12.2.16

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

LIST OF EXHIBITS:
Exhibit A – Easement Interests
Exhibit B-1 through B-6 – Depiction of Easement Areas
Exhibit B-7 – Depiction of Fee Area
Exhibit C – Description of Fee Area
Exhibit C-1 to C-5 – Depiction of Appurtenant Easement Locations to Easement Areas
Exhibit C-6 – Depiction of Appurtenant Easement Locations to Fee Area

EXHIBIT A
EASEMENTS INTERESTS

Transmission Easement Deed and Agreement to, on, under, over and across lands of Seller in T3R3 WELS (depicted on State tax maps thereof as Lot 1-2.1), Glenwood Plantation (depicted on Plantation tax maps thereof as Lot 1-1), North Yarmouth Academy Grant Township (depicted on State tax maps thereof as Lots 1-3, 1-4, and 1-6), and Macwahoc Plantation (depicted on State tax maps thereof as Lot 4-4), Aroostook County, Maine. The Transmission Easement to be granted under the Easement Agreement shall encumber those locations of Seller's lands shown as "Proposed 200' wide easement" on six sheets of the copy of the survey sketch plan (the "Plan") attached hereto and marked as **Exhibits B-1 through B-6**.

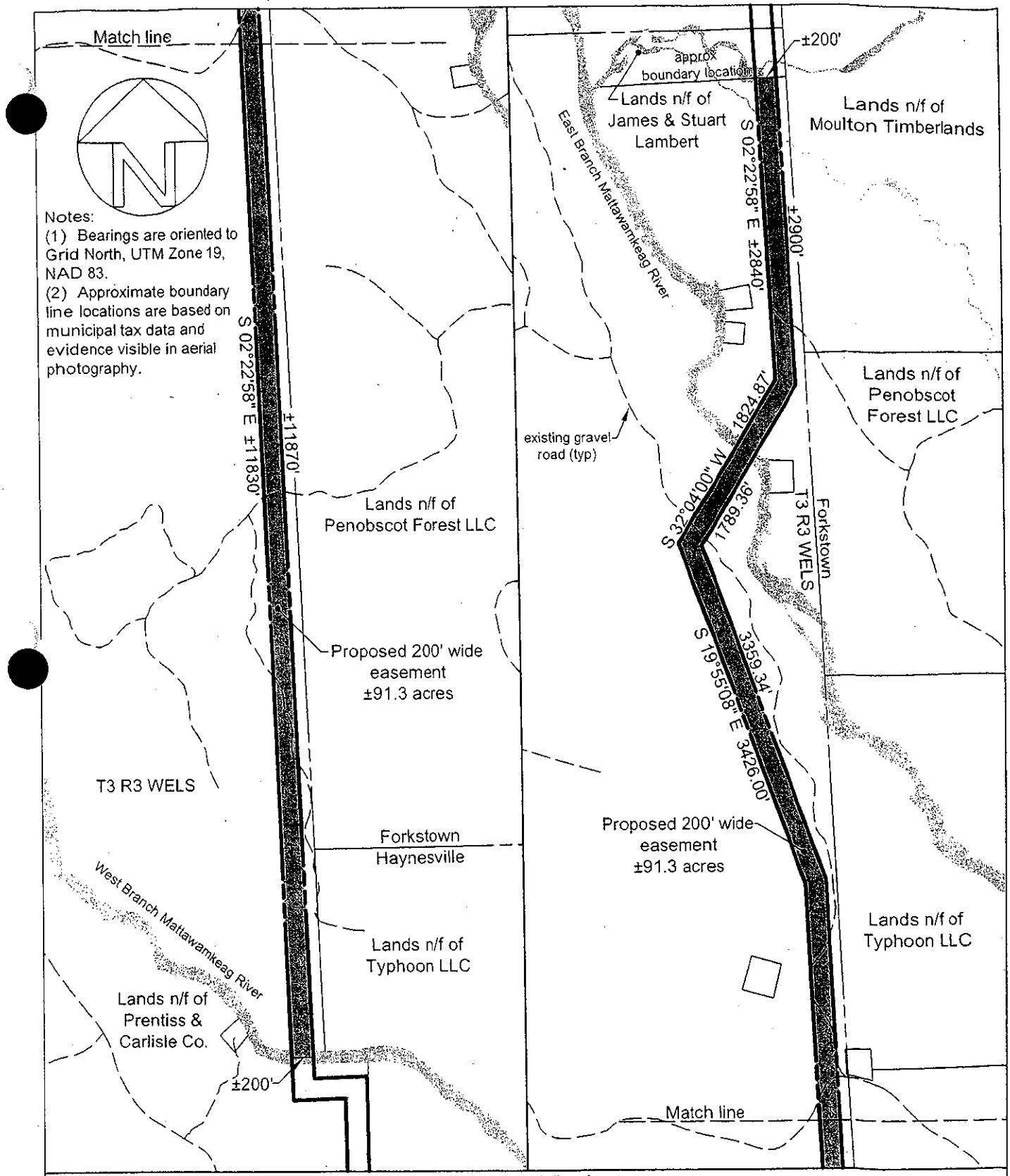


Exhibit B

Penobscot Forest LLC

Tax Map 1 Lot 2.1

Township 3 Range 3 WELS, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=1200'

Notes:

(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) With the exception of easement sidelines, boundary line locations are approximate and based on municipal tax data.

Line	Bearing	Distance
L1	N 53°40'17" E	±6880'
L2	Southerly	±250'
L3	S 53°40'17" W	±6870'
L4	Northerly	±245'
L5	N 53°40'17" E	±5755'
L6	Southerly	±250'
L7	S 53°40'17" W	±5335'
L8	Westerly	±335'
L9	N 53°40'17" E	±1665'
L10	S 0° 41' 29" E	246.09'
L11	S 53°40'17" W	±1255'
L12	Westerly	±330'

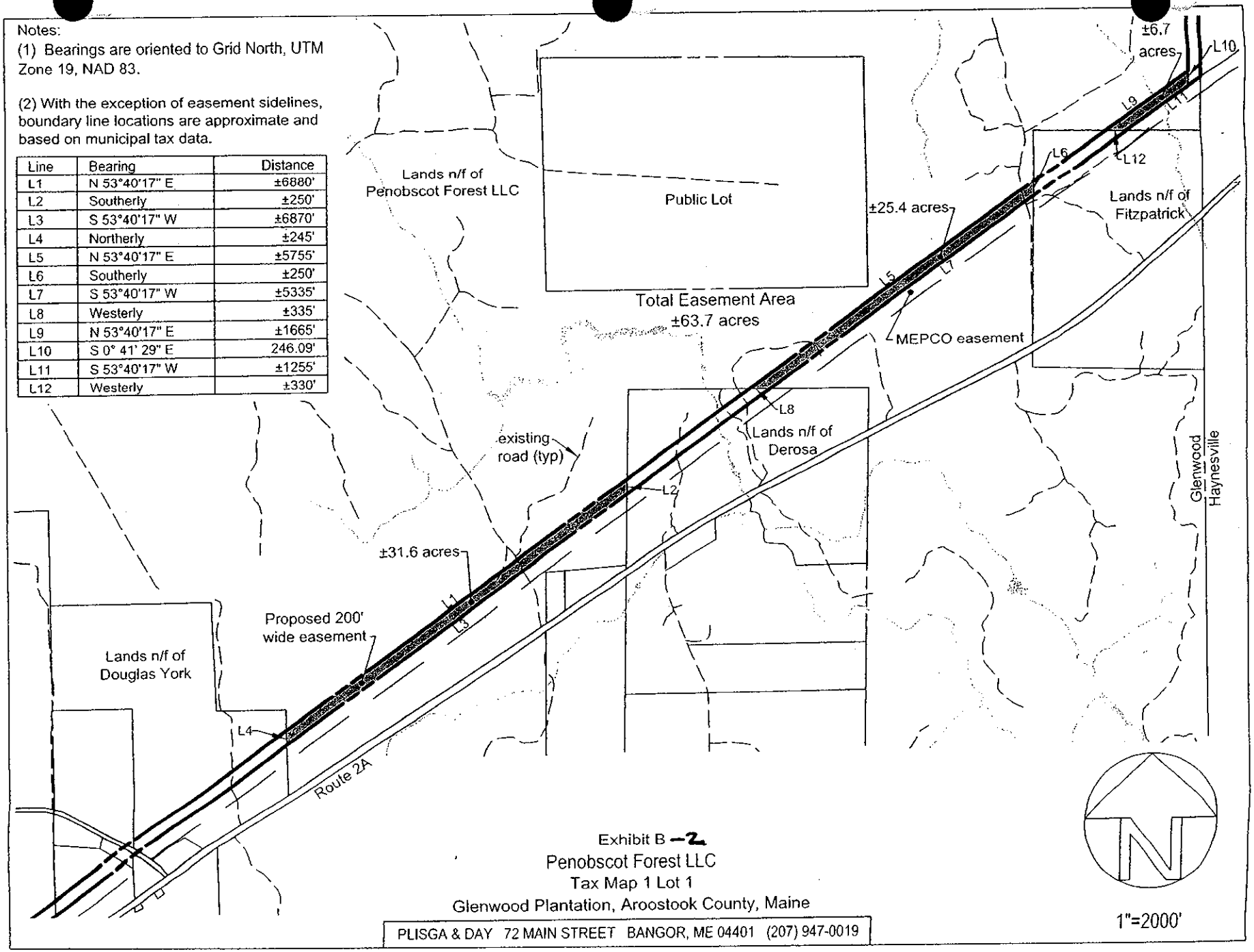


Exhibit B – 2

Penobscot Forest LLC

Tax Map 1 Lot 1

Glenwood Plantation, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=2000'

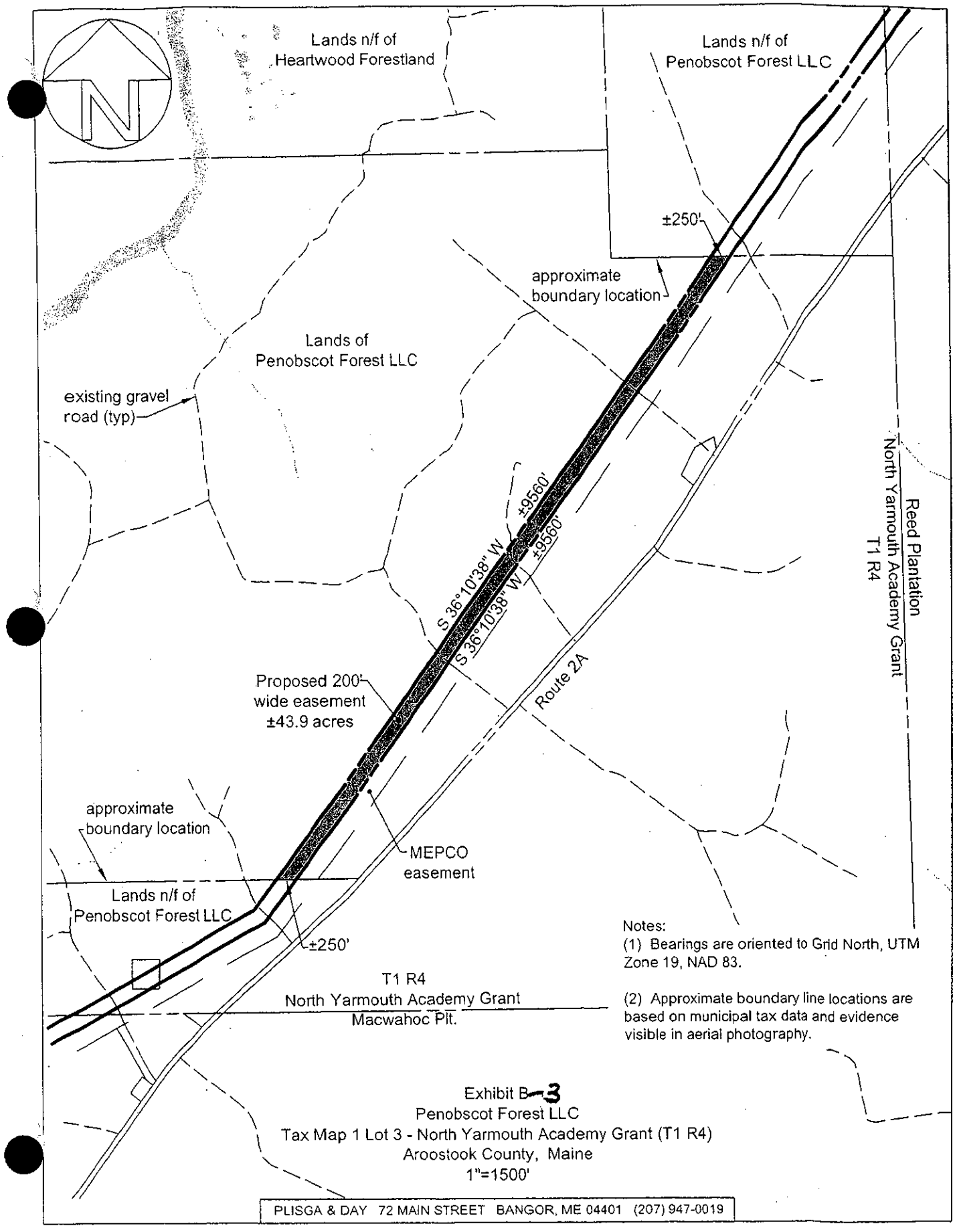
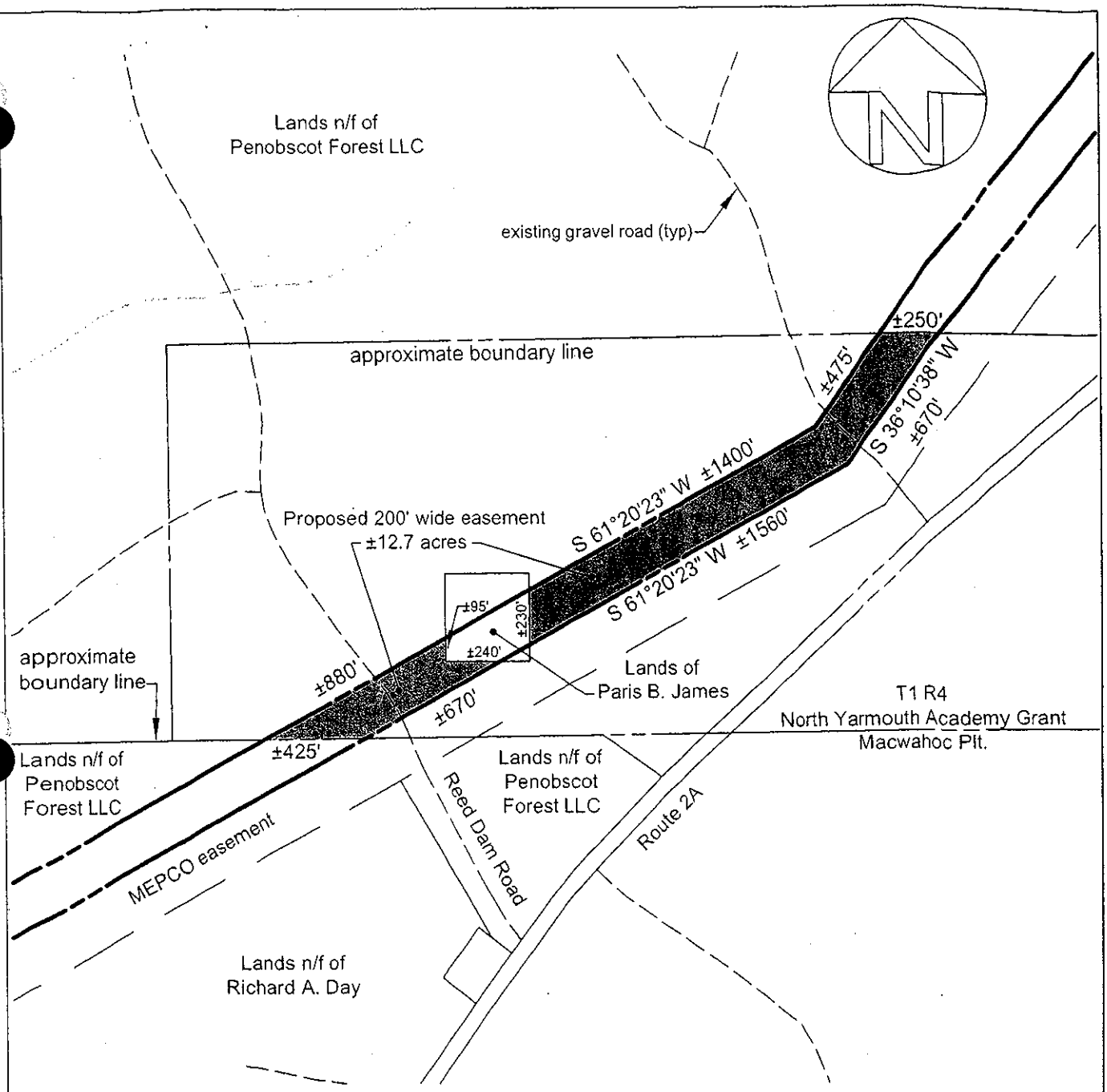


Exhibit B-3
Penobscot Forest LLC
Tax Map 1 Lot 3 - North Yarmouth Academy Grant (T1 R4)
Aroostook County, Maine
1"=1500'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B – 4
Penobscot Forest LLC
Tax Map 1 Lot 4 - North Yarmouth Academy Grant (T1 R4), Aroostook County, Maine

1"=600'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

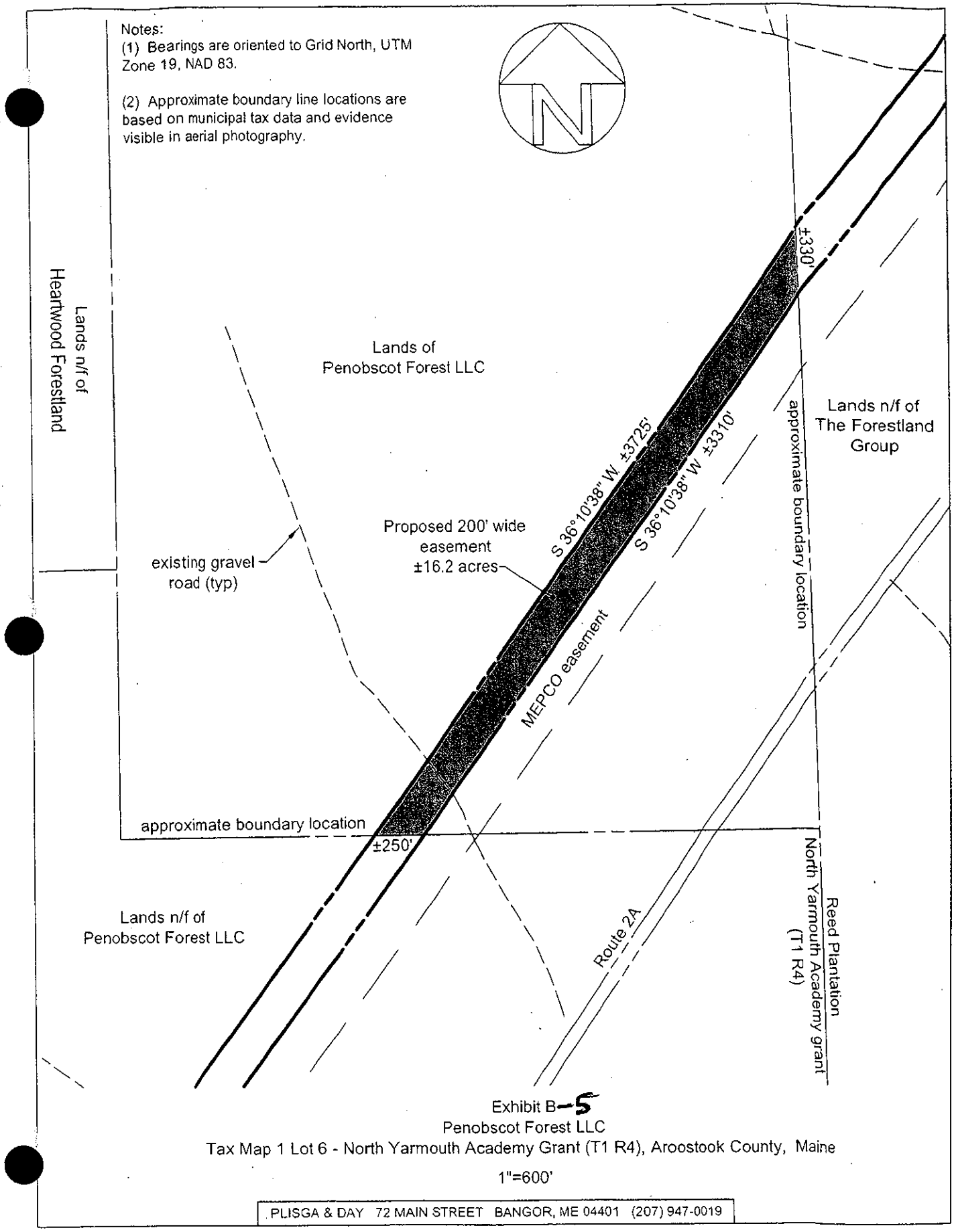


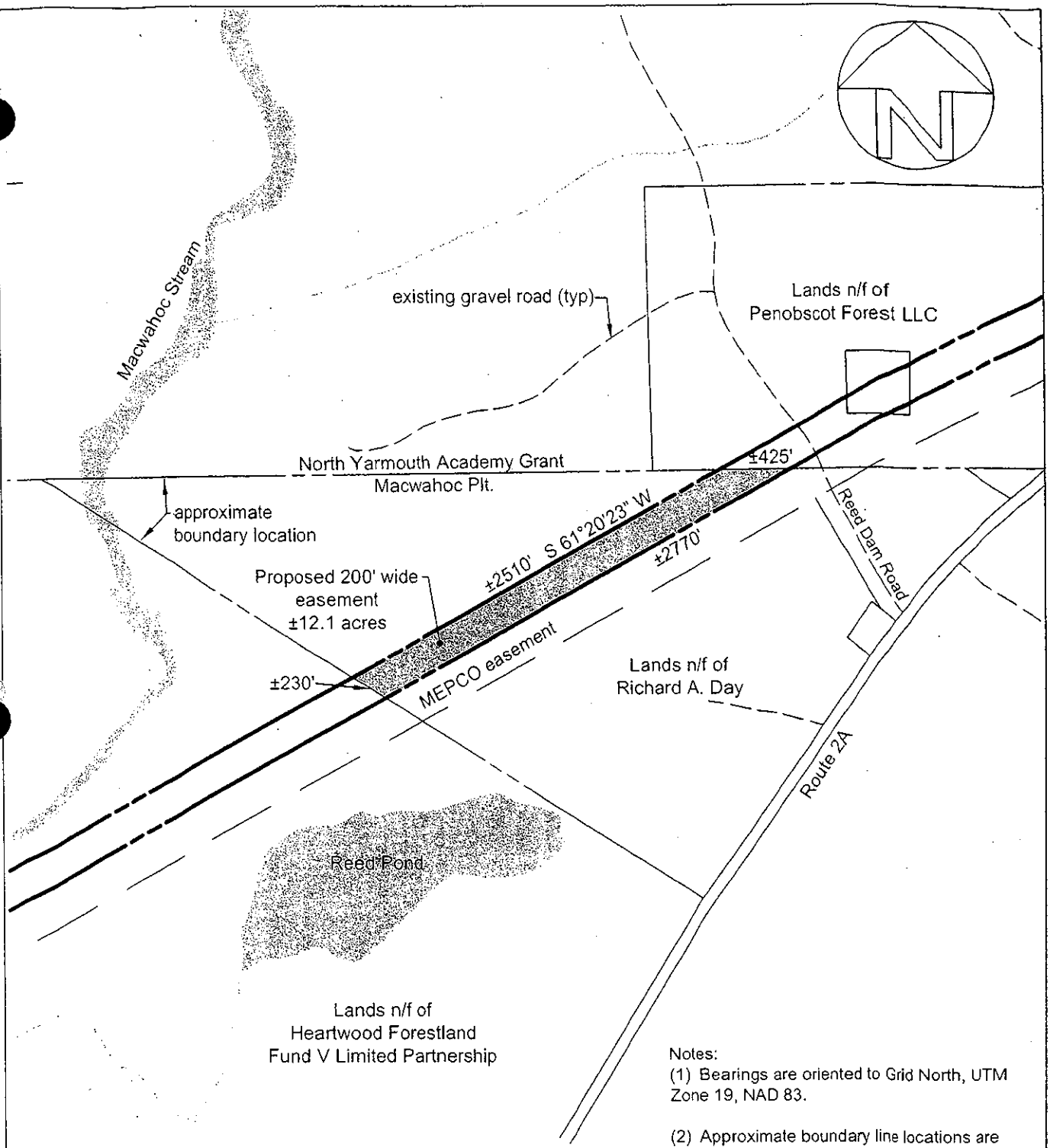
Exhibit B-5

Penobscot Forest LLC

Tax Map 1 Lot 6 - North Yarmouth Academy Grant (T1 R4), Aroostook County, Maine

1"=600'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



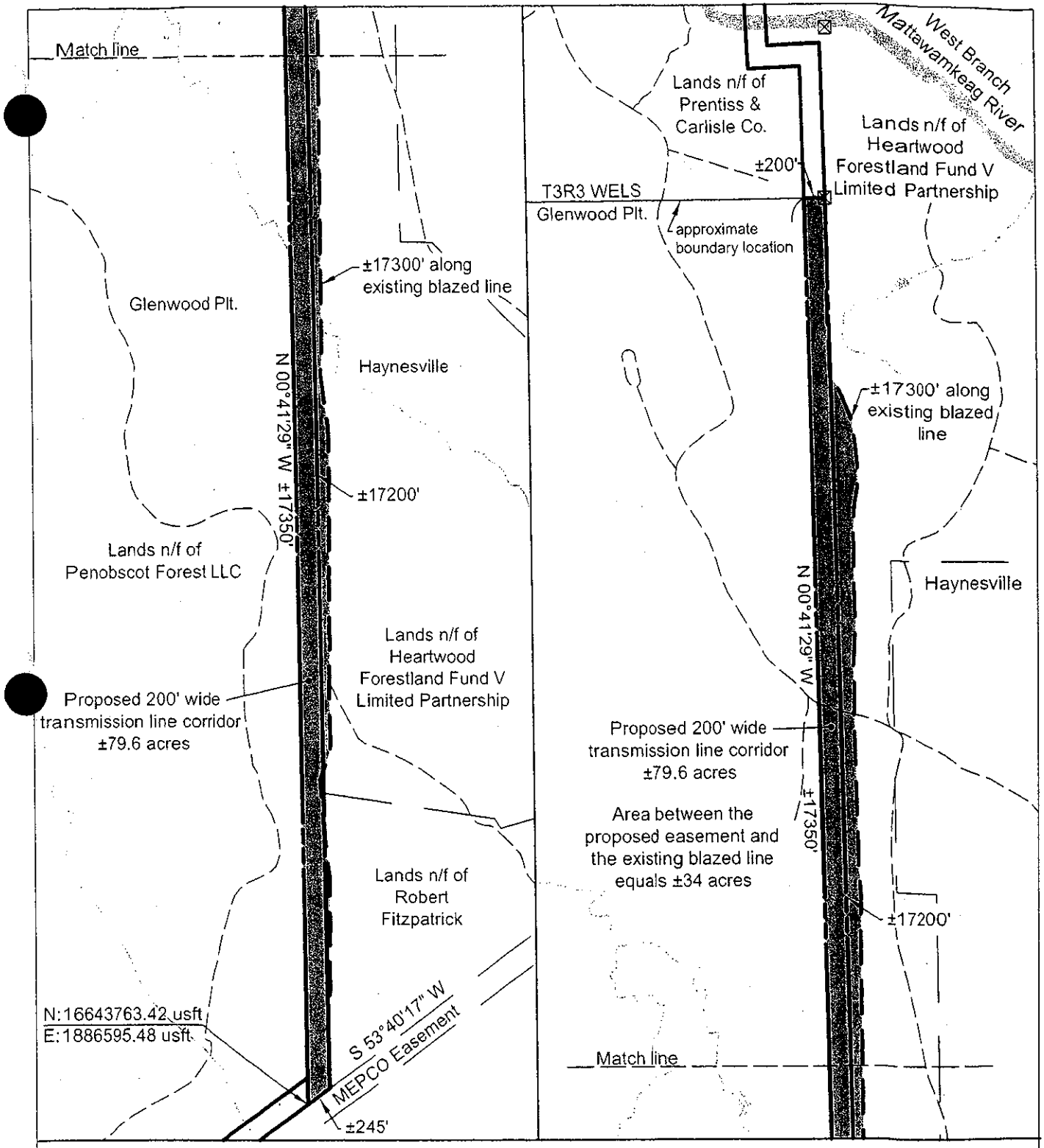
Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B-6
Penobscot Forest LLC
Tax Map 4 Lot 4 - Macwahoc, Aroostook County, Maine

1"=800'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

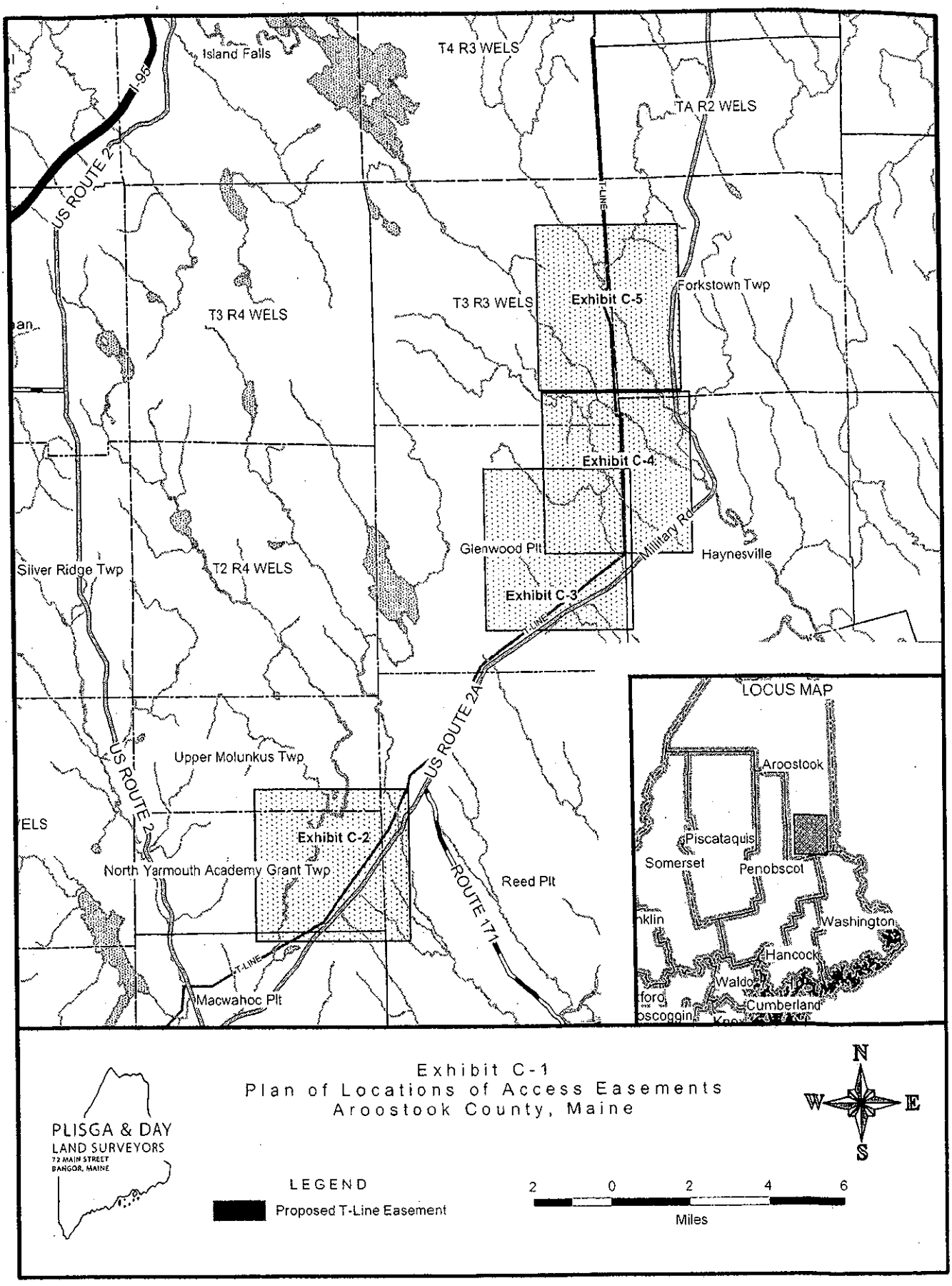
Exhibit B-7
Penobscot Forest LLC
Tax Map 1 Lot 1
Glenwood Plantation, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=1200'

EXHIBIT C
FEE INTERESTS

That portion of Seller's lands in Glenwood Plantation, Aroostook County, Maine (which lands are depicted on Plantation tax maps as Lot 1-1) shown on the sheet of the Plan attached hereto and marked as **Exhibit B-7** as (i) a shaded area marked "Proposed 200' wide transmission line corridor" and (ii) as the shaded area lying easterly of the easterly boundary of said 200' wide corridor (the "Fee Area"). The Fee Area shall be conveyed together with the benefit of appurtenant easements for access and construction as set forth in set forth in **Exhibit C-6** attached hereto.


Island Falls
T4 R3 WELS
TA R2 WELS
I-95
US ROUTE 2
T-LINE
T3 R4 WELS
T3 R3 WELS
Exhibit C-5
Forkstown Twp
Exhibit C-4
Glenwood Plt
Military Rd
Haynesville
Exhibit C-3
Silver Ridge Twp
T2 R4 WELS
US ROUTE 2A
LOCUS MAP
Aroostook
Piscataquis
Somerset
Penobscot
Washington
Hancock
Waldo
Cumberland
Upper Molunkus Twp
US ROUTE 2
Exhibit C-2
North Yarmouth Academy Grant Twp
Reed Plt
ROUTE 171
Macwahoc Plt
PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE
Exhibit C-1
Plan of Locations of Access Easements
Aroostook County, Maine
N
W
E
S
LEGEND
Proposed T-Line Easement
2 0 2 4 6
Miles

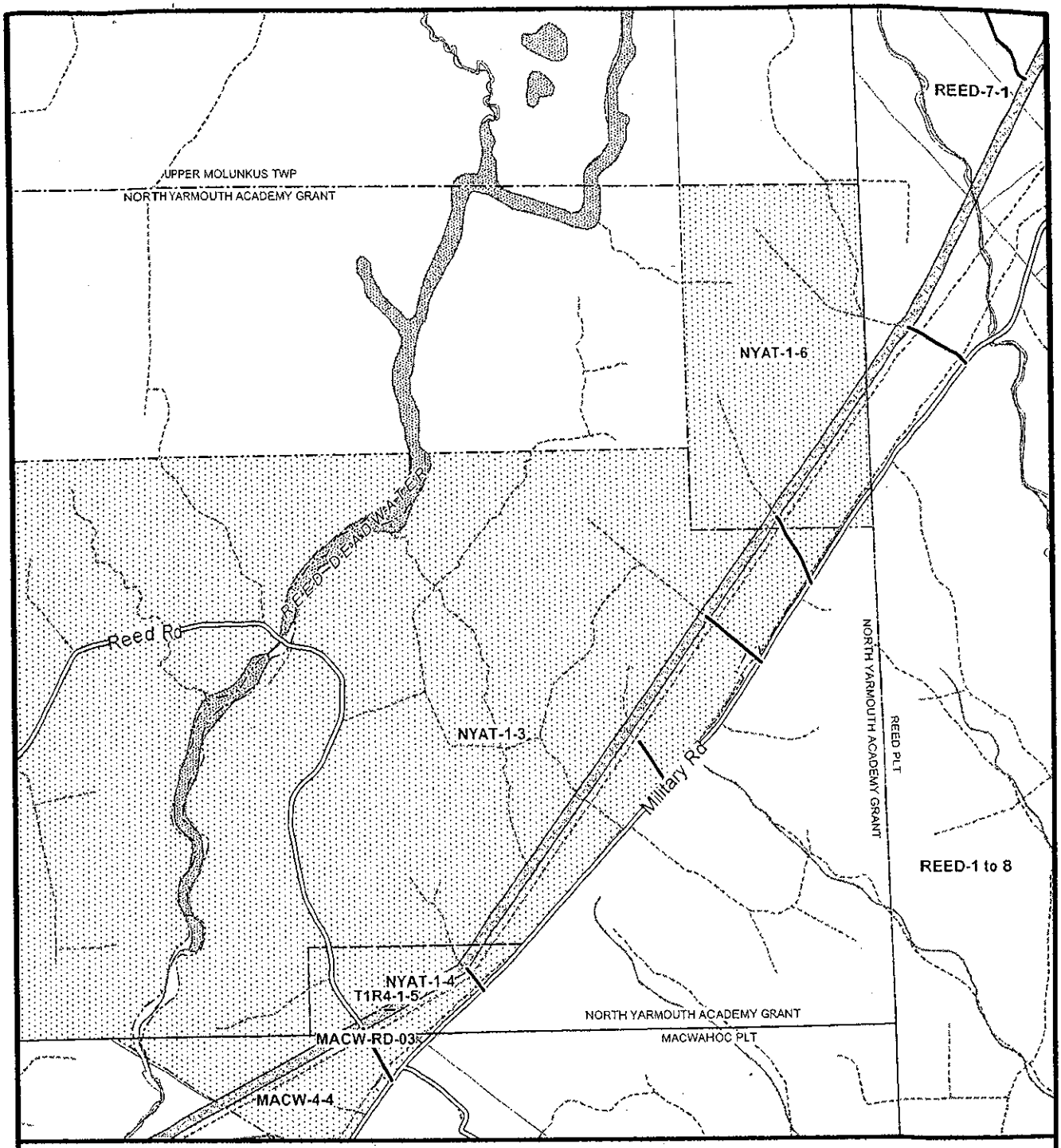


Exhibit C-2
Plan of Location of Access Easements
North Yarmouth Academy Grant Township
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

- Access Easement Location
- Penobscot Forest LLC Ownership
- Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

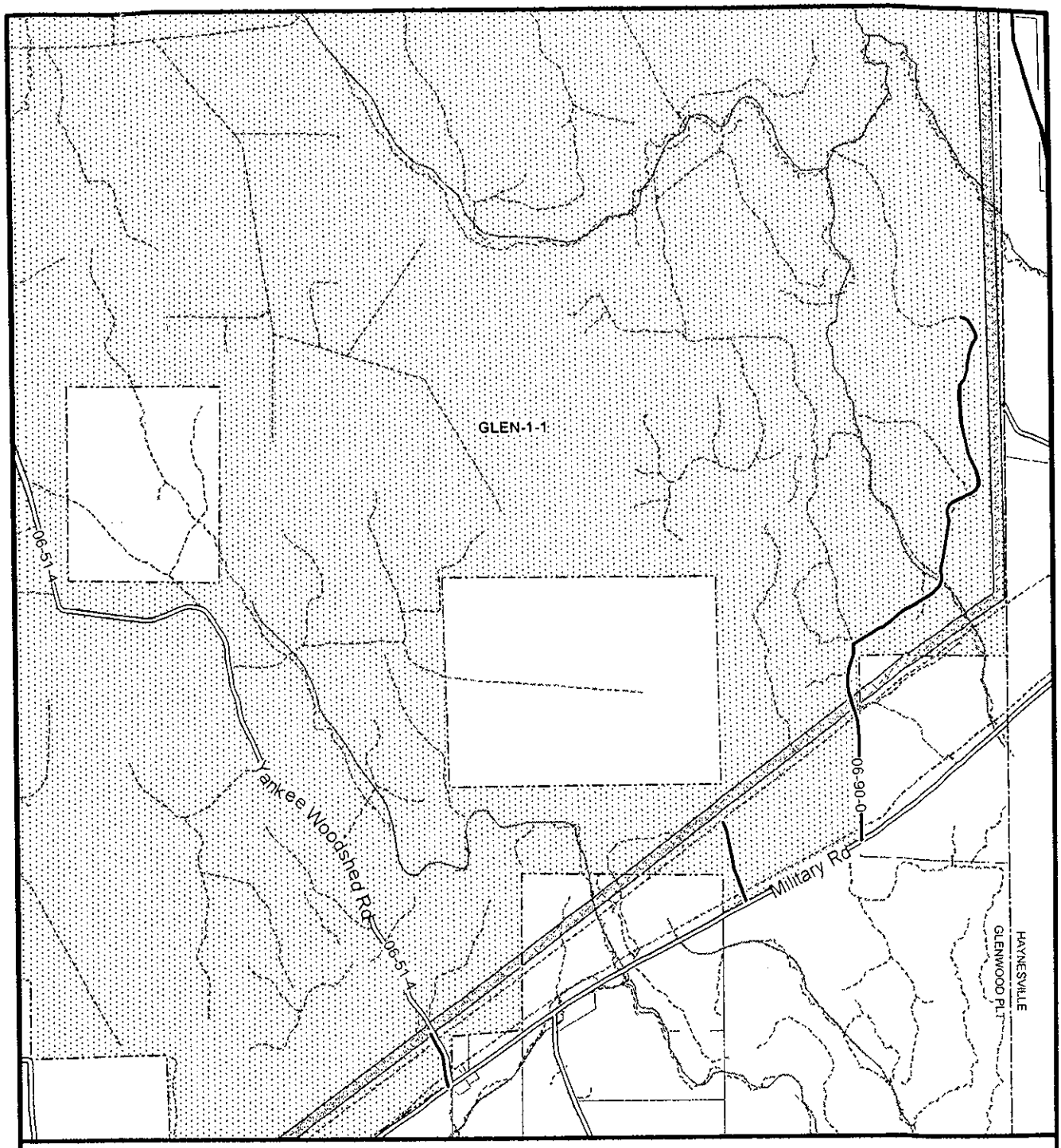


Exhibit C-3
Plan of Location of Access Easements
Glenwood Plantation
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

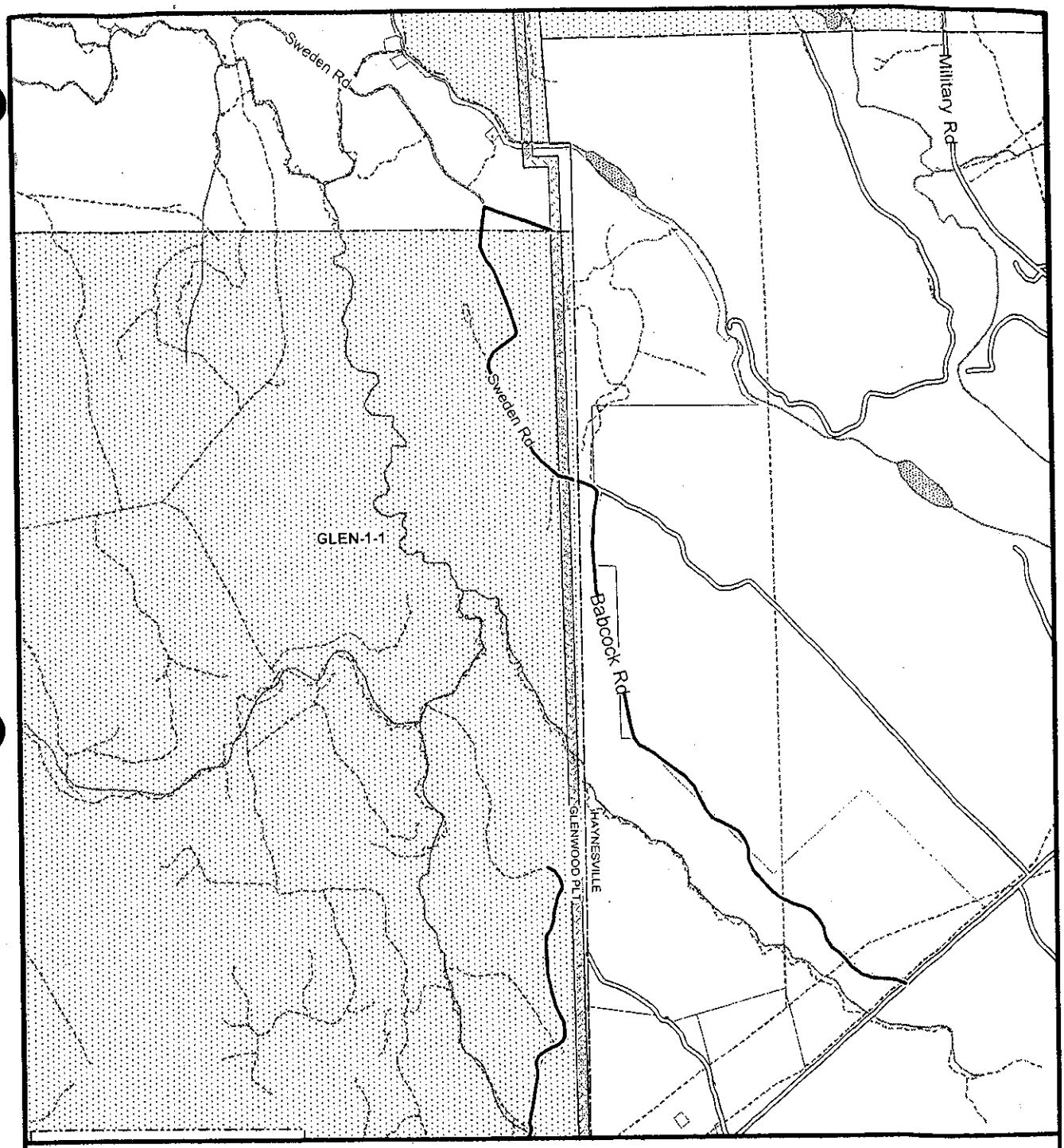


Exhibit C-4
Plan of Location of Access Easements
Glenwood Plantation & Haynesville
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

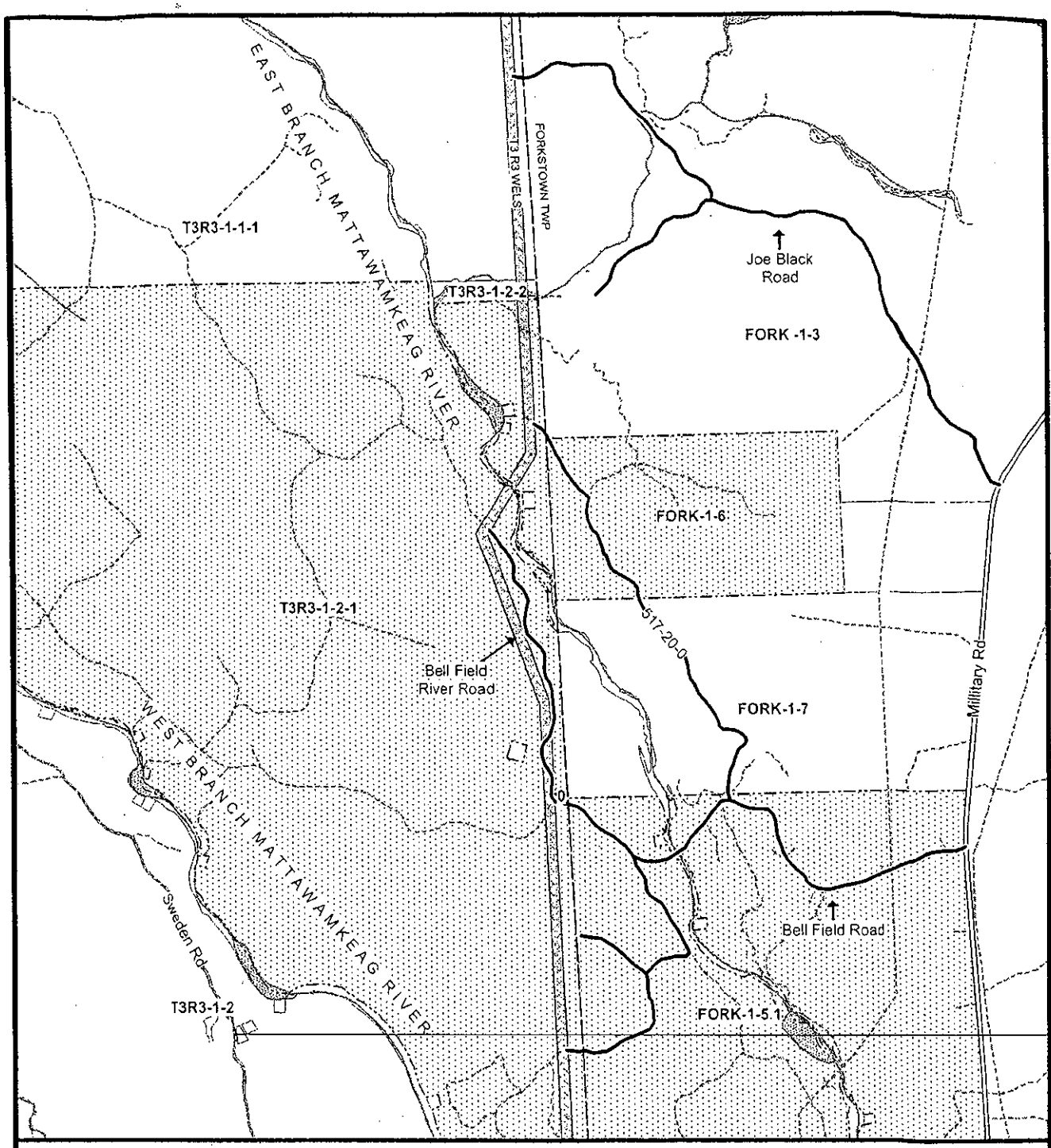


Exhibit C-5
Plan of Location of Access Easements
T3 R3 WELS & Forkstown Township
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

- Access Easement Location
- Penobscot Forest LLC Ownership
- Proposed T-Line Easement

N W E S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

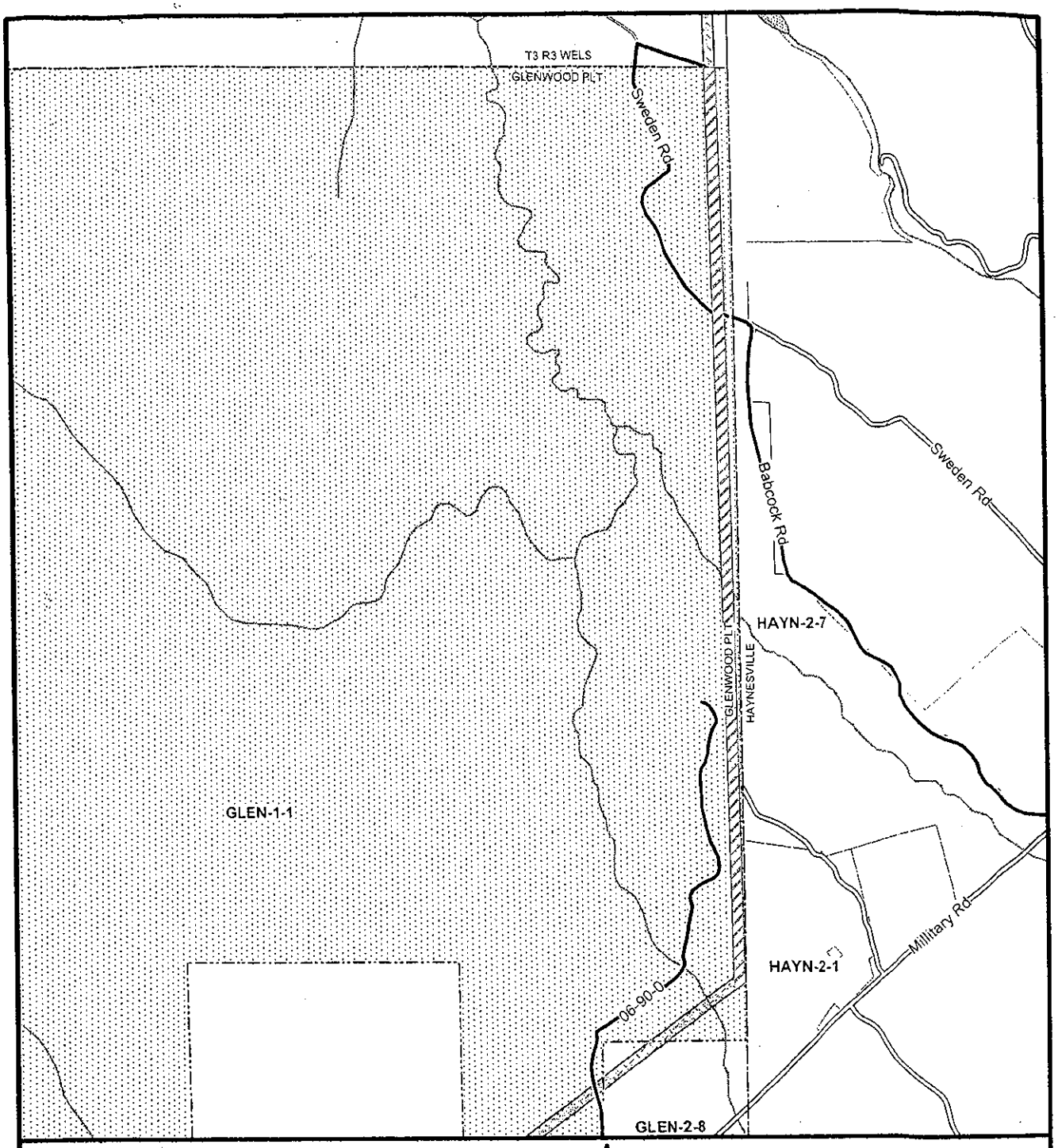


Exhibit C-1
Plan of Location of Access Easements
Glenwood Plantation
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND
- Access Easement Location
- Proposed T-Line Easement
- Maine Gen Lead Fee Ownership (to be transferred)
- Penobscot Forest LLC Ownership

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0.25 0 0.25 0.5 0.75 1 1.25
Miles
Scale: 1" = 1/2 Mile

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4918 Pg235 #1892
03-03-2011 @ 10:35a

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: **Paris B. James**, 3510 Ballinger Road, Martinsville, IN 46151

Purchaser: **Maine GenLead, LLC**, c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises subject to Purchase and Sale Agreement**: Certain real property in Township 1, Range 4, County of Aroostook, State of Maine, described in the following deeds to Seller recorded at the Aroostook County Registry of Deeds in Book 1457, Page 44, Book 1787, Page 219 and Book 2916, Page 43; and being the lands generally depicted as Tax Map 1, Lot 5.

II. **Effective Date of Purchase and Sale Agreement**: April 5, 2010

III. **Date of Closing**: The closing (the "Closing") shall take place at 10:00 a.m. on (i) the later of (A) the first business day that is seven (7) days after the Permit Date (as hereinafter defined), or (B) March 31, 2010, or (ii) such earlier date as Purchaser may request, but not earlier than March 1, 2010. The Permit Date is defined as the date when Purchaser has received any and all permits from the Maine Department of Environmental Protection and there is the final resolution of any appeals thereof.

IV. **Counterparts:** This Memorandum may be executed in multiple counterparts, which together shall constitute a single instrument.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to of Purchase and Sale Agreement to be executed as of the 14th day of February, 2011.

WITNESS:

Jacqueline Hoff
Print Name of Witness:

SELLER:

Paris B. James
Paris B. James

STATE OF Indiana
COUNTY OF Morgan

Feb. 14, 2011

Personally appeared the above-named Paris B. James and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Teresa L. Goss
Notary Public/Attorney at Law
Print Name of Notary: Teresa L. Goss
My commission expires: April 18, 2018

TERESA L. GOSS
NOTARY PUBLIC, MORGAN COUNTY, IN
MY COMMISSION EXPIRES: APRIL 18, 2018

WITNESS:

KBliss
Print Name of Witness:
Kathryn Bliss

MAINE GENLEAD, LLC
By: Maine Wind Holdings LLC, its Member
By: EWeir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

February 23, 2011

Then personally appeared the above-named Elizabeth Weir in his/her capacity as Assistant Secretary of* Maine GenLead, LLC acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

* Maine Wind Holdings, LLC, which is the member of

Before me,

LMT 4-16

Notary Public

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4910 Pg38 #1041
02-01-2011 @ 04:06p

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

SELLER: **PENOBSCOT FOREST, LLC**, a Delaware limited liability company with a mailing address of 77 Franklin St., 10th Floor, Boston, MA 02110

PURCHASER: **MAINE GENLEAD, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises and Interests subject to Purchase and Sale Agreement:**

A. Easements for a transmission corridor to, on and across a portion of the property of Seller described in deed recorded in Book 4093, Page 248 of the Aroostook County Registry of Deeds (Southern District), together with access easements to said portion; said portion is described on Exhibit A attached hereto and is depicted on Exhibit B-1 through B-6 attached hereto, and the easements to said portion are depicted on Exhibits C-1 through C-5 attached hereto.

B. Fee simple interest in a portion of said property of Seller described in Book 4093, Page 248 and easements to said portion; said portion is described on Exhibit C attached hereto and is depicted on Exhibits B-7 attached hereto and the easements to said portion are depicted on Exhibit C-6 attached hereto.

II. **Date of Purchase and Sale Agreement:** August 3, 2010

III. **Date of Closing:** The closing (the "Closing") shall take place at 10:00 a.m. on (i) the first business day that is 30 days after the Permit Date but in no event later than December 1, 2012, or (ii) such earlier date as Purchaser may request. "Permit Date" is defined as the date upon which Purchaser has received any and all permits from the Maine Department of Environmental Protection that Purchaser determines necessary in connection with the construction and operation of its transmission corridor and the final resolution of any appeals thereof

IV. This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall constitute a single instrument.

In Witness Whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this 28th day of January, 2011.

WITNESS:

SELLER:
PENOBSCOT FOREST LLC
By: Kennebec Forest LLC, Its Managing Member
By: Black Bear Forest, Inc., Its Sole Member

By: Danielle Tantaros
Name: Danielle Tantaros
Its: Authorized Rep

Commonwealth of Massachusetts
County of

1/28/, 2011

Then personally appeared the above-named Authorized Person Daniel K Jenkins in his/her capacity as ~~President~~ of Black Bear Forest, Inc., Sole Member of Kennebec Forest LLC, Managing Member of PENOBSCOT FOREST LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said corporation and limited liability companies.

Before me,

K S Nicholas
Notary Public

KRISTEN NICHOLAS
Notary Public
Massachusetts
Commission Expires Aug 18, 2017

WITNESS:

PURCHASER:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC

By: Elizabeth Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

January 28, 2011

Then personally appeared the above-named Elizabeth Weir, Assistant Secy of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public
My commission expires: 12.2.16

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

LIST OF EXHIBITS:
Exhibit A – Easement Interests
Exhibit B-1 through B-6 – Depiction of Easement Areas
Exhibit B-7 – Depiction of Fee Area
Exhibit C – Description of Fee Area
Exhibit C-1 to C-5 – Depiction of Appurtenant Easement Locations to Easement Areas
Exhibit C-6 – Depiction of Appurtenant Easement Locations to Fee Area

EXHIBIT A
EASEMENTS INTERESTS

Transmission Easement Deed and Agreement to, on, under, over and across lands of Seller in T3R3 WELS (depicted on State tax maps thereof as Lot 1-2.1), Glenwood Plantation (depicted on Plantation tax maps thereof as Lot 1-1), North Yarmouth Academy Grant Township (depicted on State tax maps thereof as Lots 1-3, 1-4, and 1-6), and Macwahoc Plantation (depicted on State tax maps thereof as Lot 4-4), Aroostook County, Maine. The Transmission Easement to be granted under the Easement Agreement shall encumber those locations of Seller's lands shown as "Proposed 200' wide easement" on six sheets of the copy of the survey sketch plan (the "Plan") attached hereto and marked as **Exhibits B-1 through B-6**.

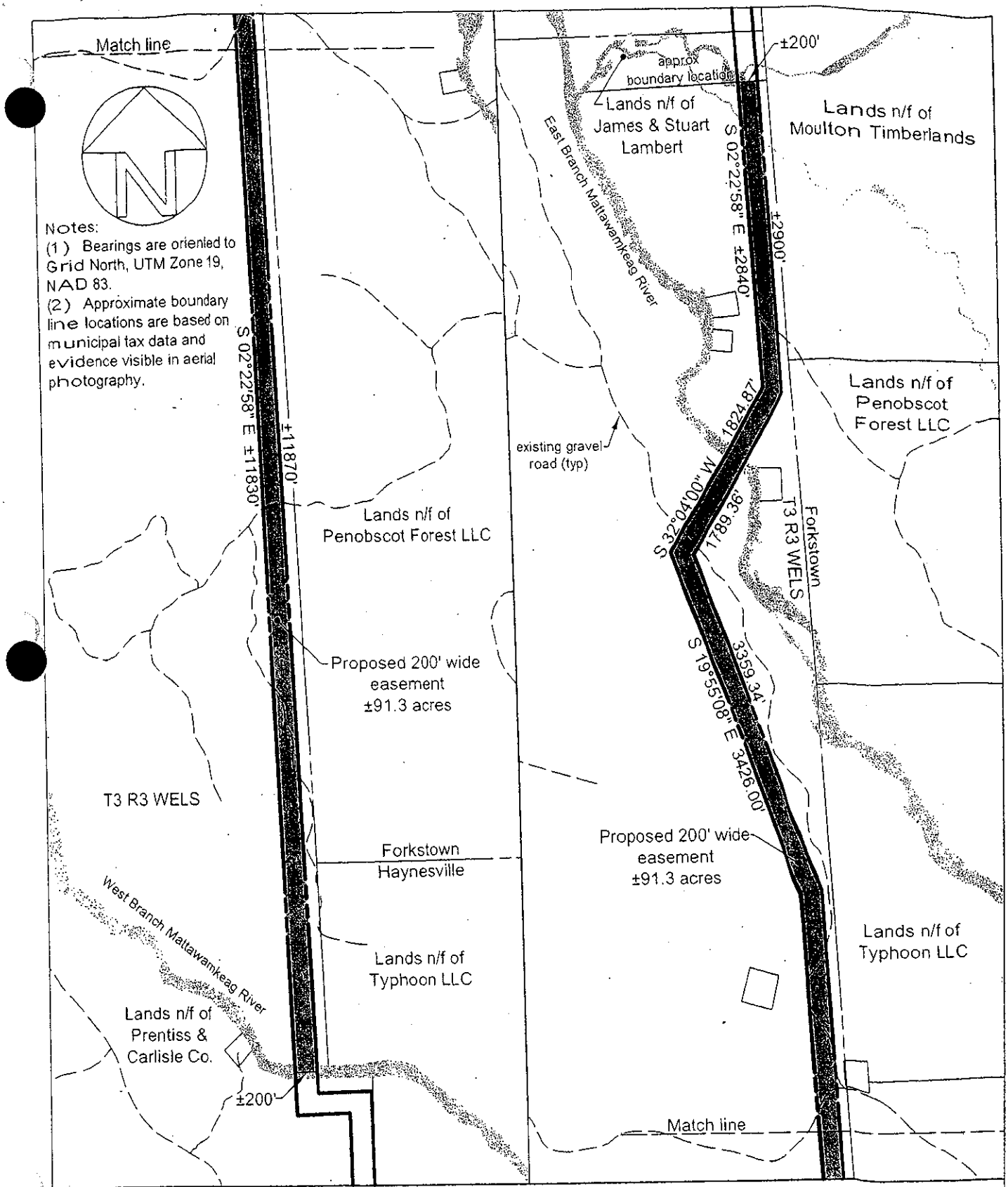


Exhibit B

Penobscot Forest LLC

Tax Map 1 Lot 2.1

Township 3 Range 3 WELS, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=1200'

Notes:

(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) With the exception of easement sidelines, boundary line locations are approximate and based on municipal tax data.

Line	Bearing	Distance
L1	N 53°40'17" E	±6880'
L2	Southerly	±250'
L3	S 53°40'17" W	±6870'
L4	Northerly	±245'
L5	N 53°40'17" E	±5755'
L6	Southerly	±250'
L7	S 53°40'17" W	±5335'
L8	Westerly	±335'
L9	N 53°40'17" E	±1665'
L10	S 0° 41' 29" E	246.09'
L11	S 53°40'17" W	±1255'
L12	Westerly	±330'

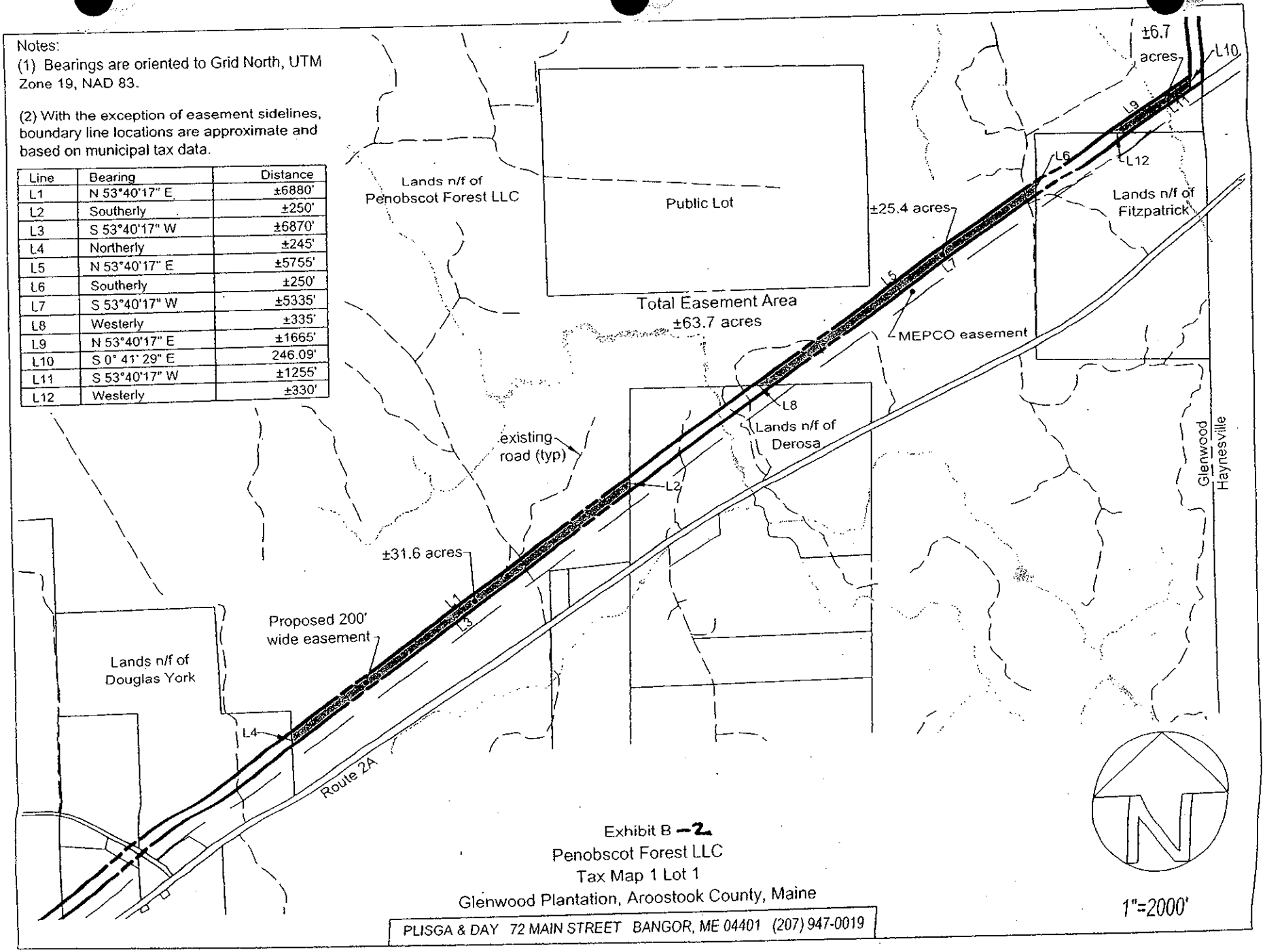


Exhibit B –2–

Penobscot Forest LLC

Tax Map 1 Lot 1

Glenwood Plantation, Aroostook County, Maine

1"=2000'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

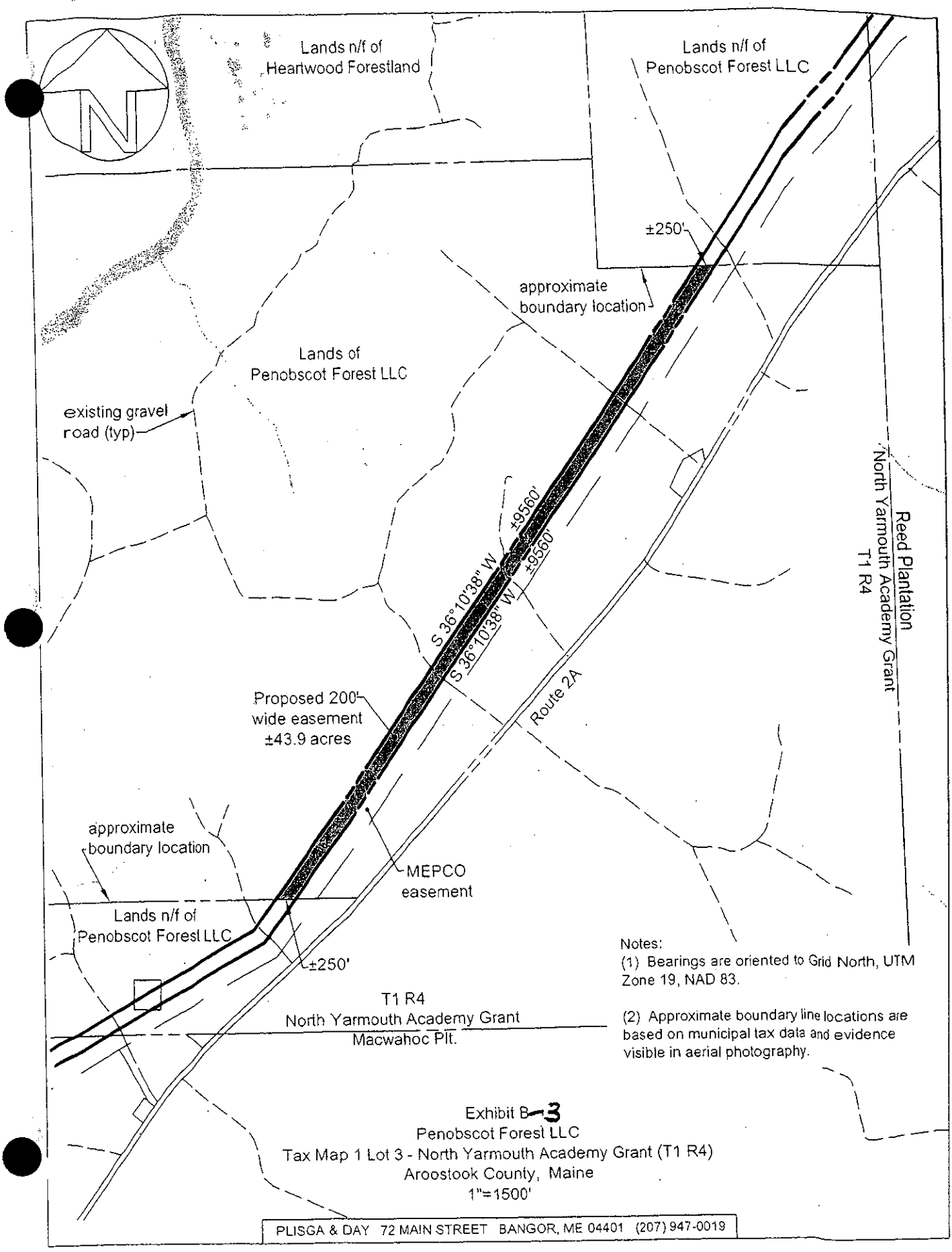
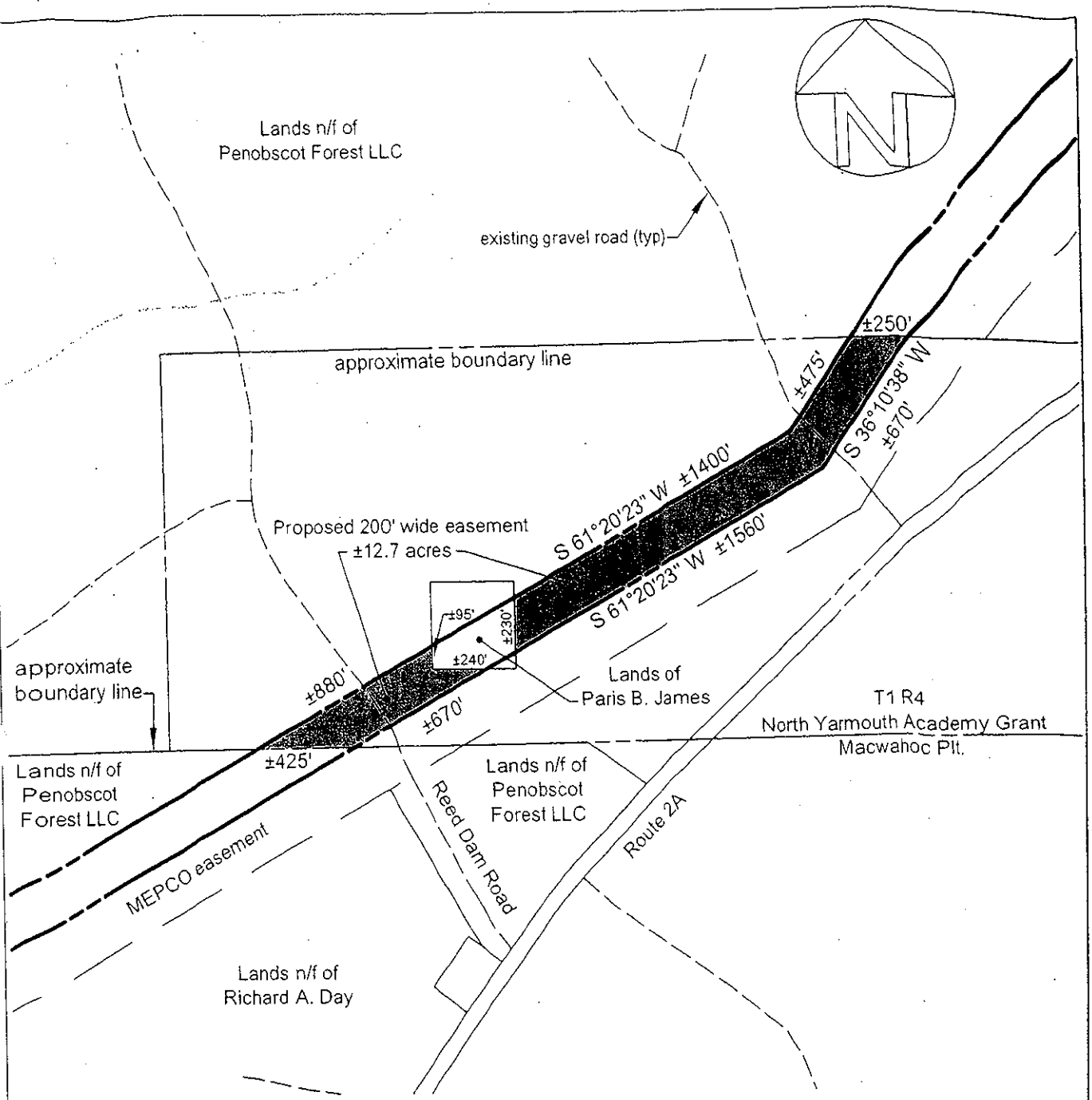


Exhibit B-3
Penobscot Forest LLC
Tax Map 1 Lot 3 - North Yarmouth Academy Grant (T1 R4)
Aroostook County, Maine
1"=1500'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B - 4
Penobscot Forest LLC
Tax Map 1 Lot 4 - North Yarmouth Academy Grant (T1 R4), Aroostook County, Maine

1"=600'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

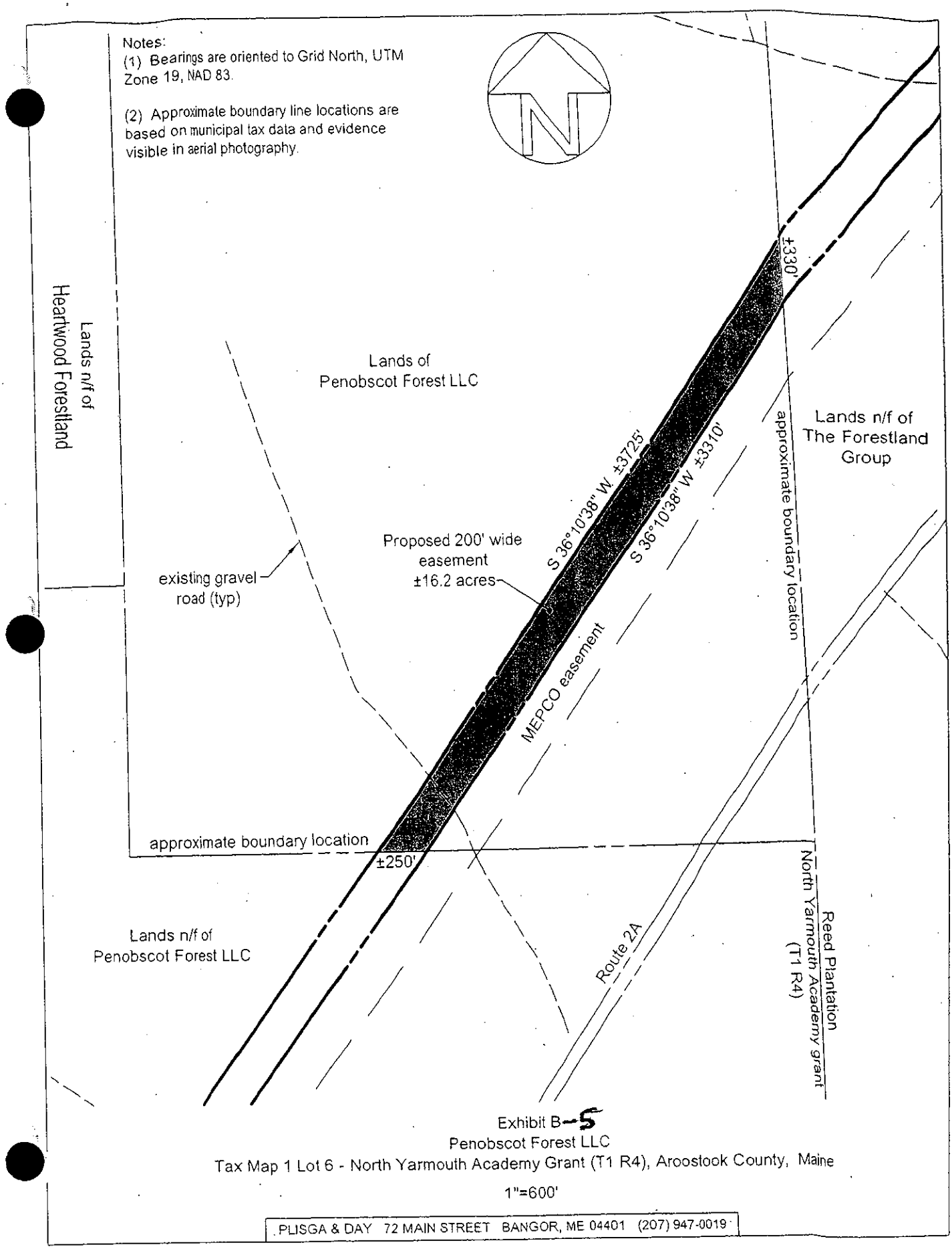


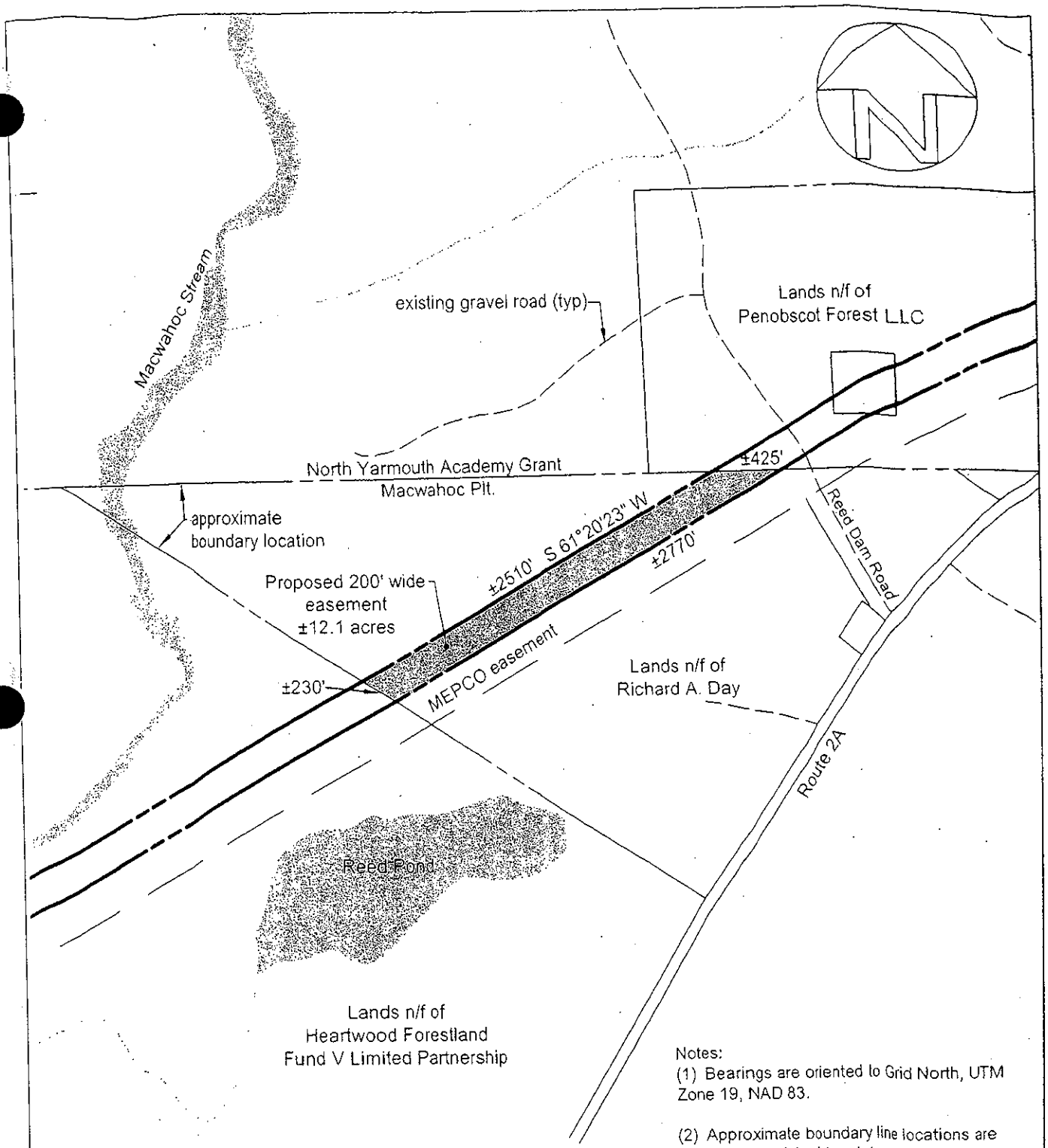
Exhibit B-5

Penobscot Forest LLC

Tax Map 1 Lot 6 - North Yarmouth Academy Grant (T1 R4), Aroostook County, Maine

1"=600'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



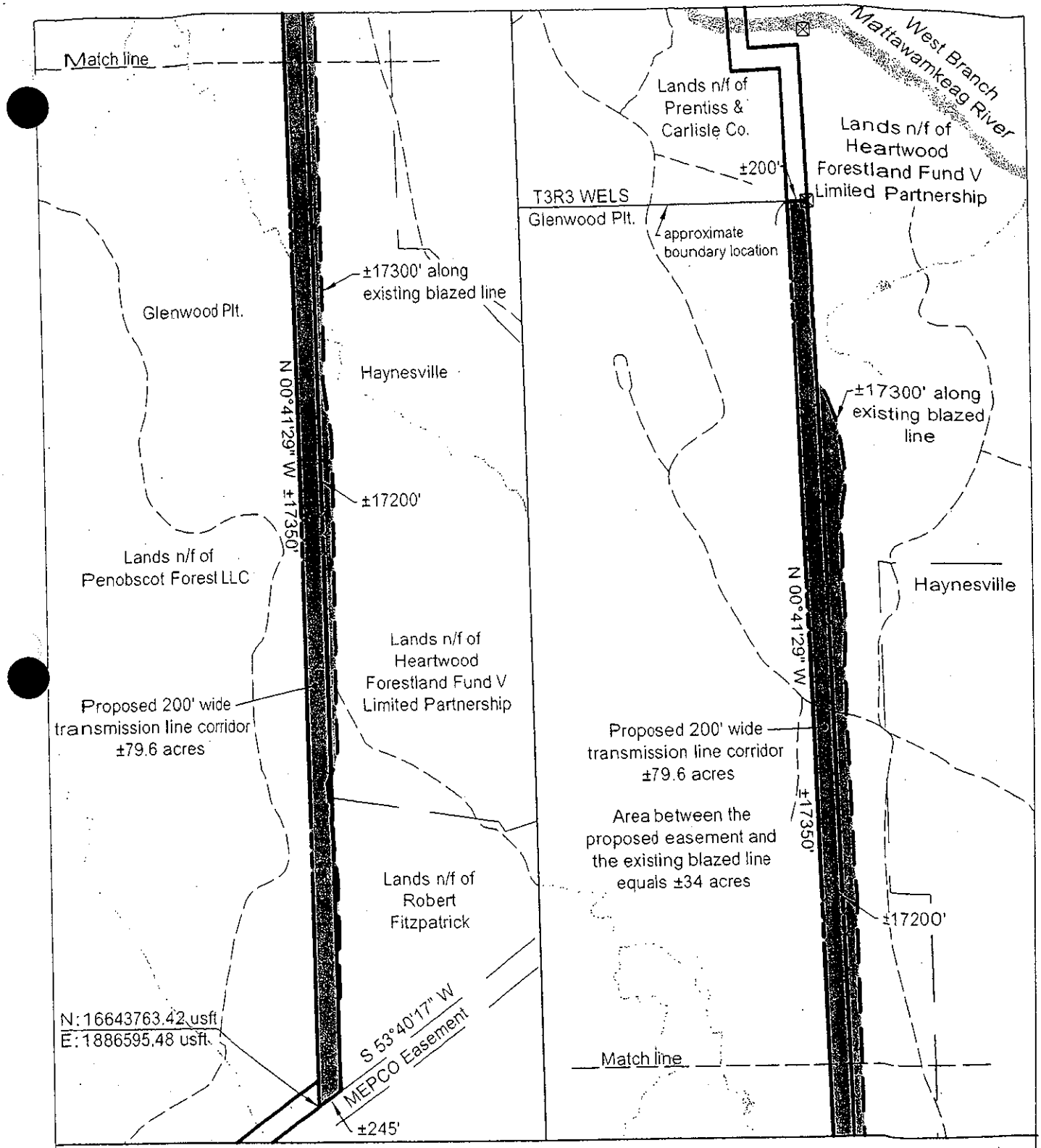
Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B-6
Penobscot Forest LLC
Tax Map 4 Lot 4 - Macwahoc, Aroostook County, Maine

1"=800'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B-7
Penobscot Forest LLC
Tax Map 1 Lot 1
Glenwood Plantation, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=1200'

EXHIBIT C
FEE INTERESTS

That portion of Seller's lands in Glenwood Plantation, Aroostook County, Maine (which lands are depicted on Plantation tax maps as Lot 1-1) shown on the sheet of the Plan attached hereto and marked as **Exhibit B-7** as (i) a shaded area marked "Proposed 200' wide transmission line corridor" and (ii) as the shaded area lying easterly of the easterly boundary of said 200' wide corridor (the "Fee Area"). The Fee Area shall be conveyed together with the benefit of appurtenant easements for access and construction as set forth in set forth in **Exhibit C-6** attached hereto.

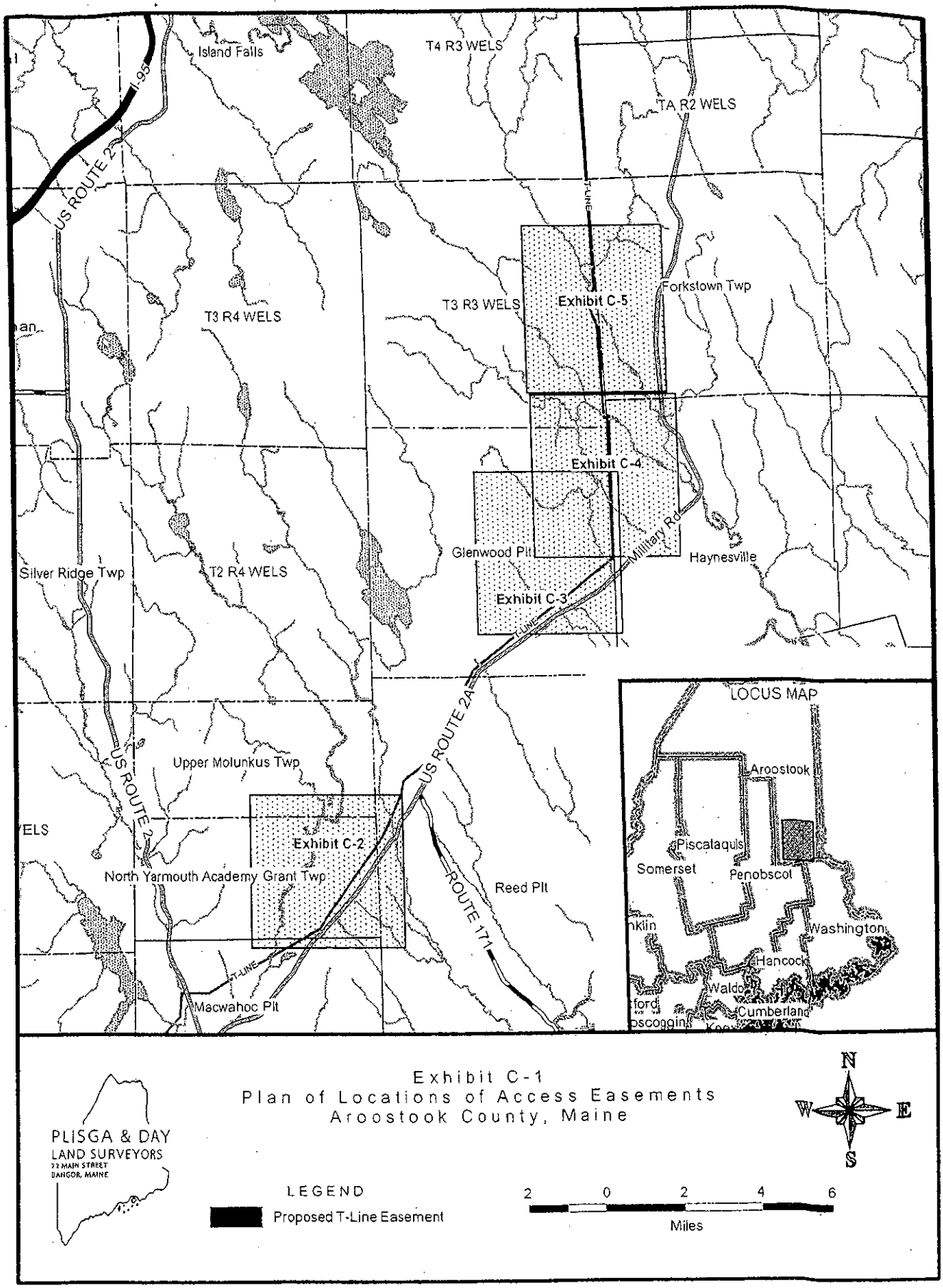


Exhibit C-1
Plan of Locations of Access Easements
Aroostook County, Maine

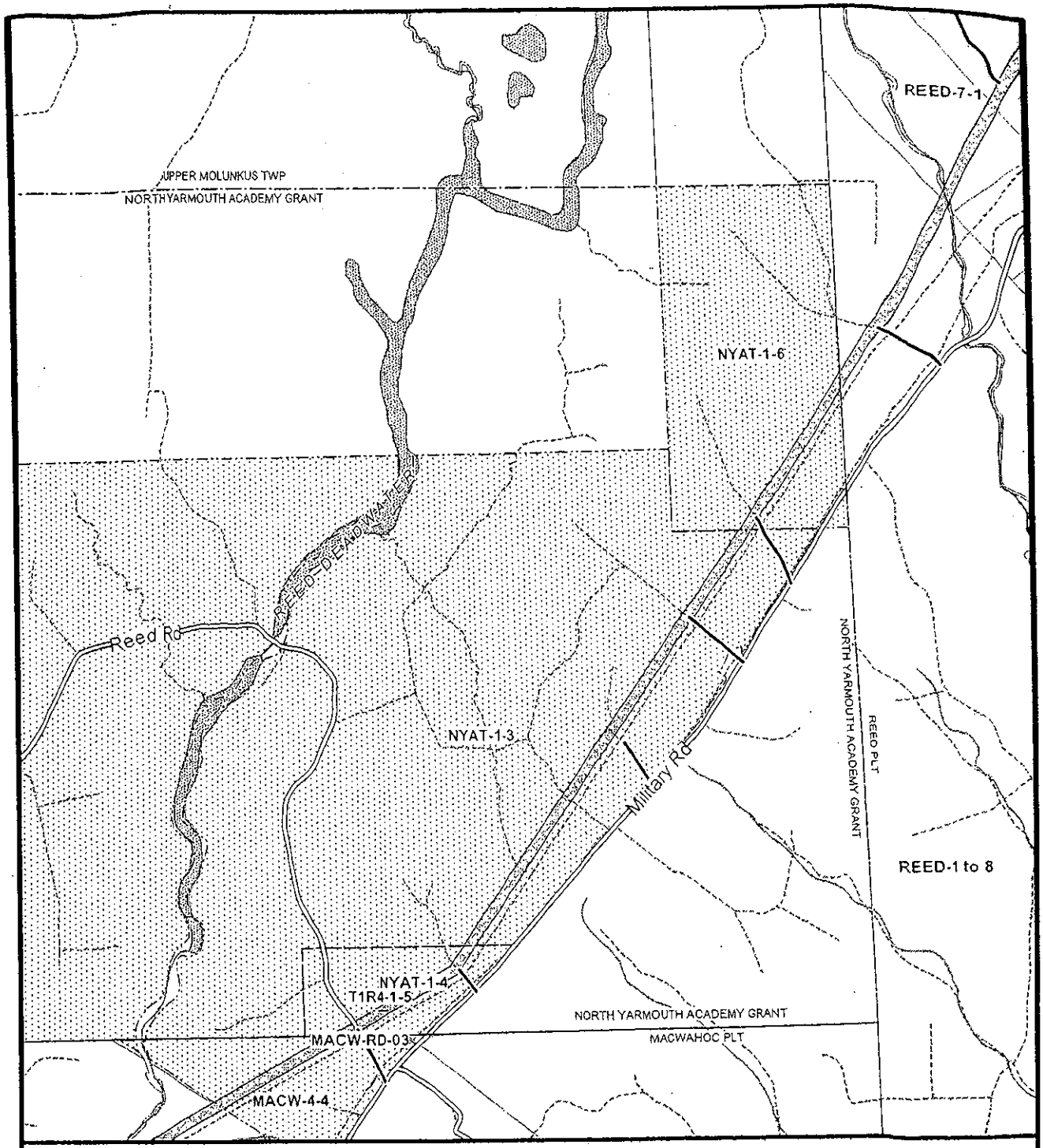


Exhibit C-2
Plan of Location of Access Easements
North Yarmouth Academy Grant Township
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
73 MAIN STREET
BANGOR, MAINE

LEGEND

- Access Easement Location
- Penobscot Forest LLC Ownership
- Proposed T-Line Easement

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Miles

Scale: 1" = 1/2 Mile

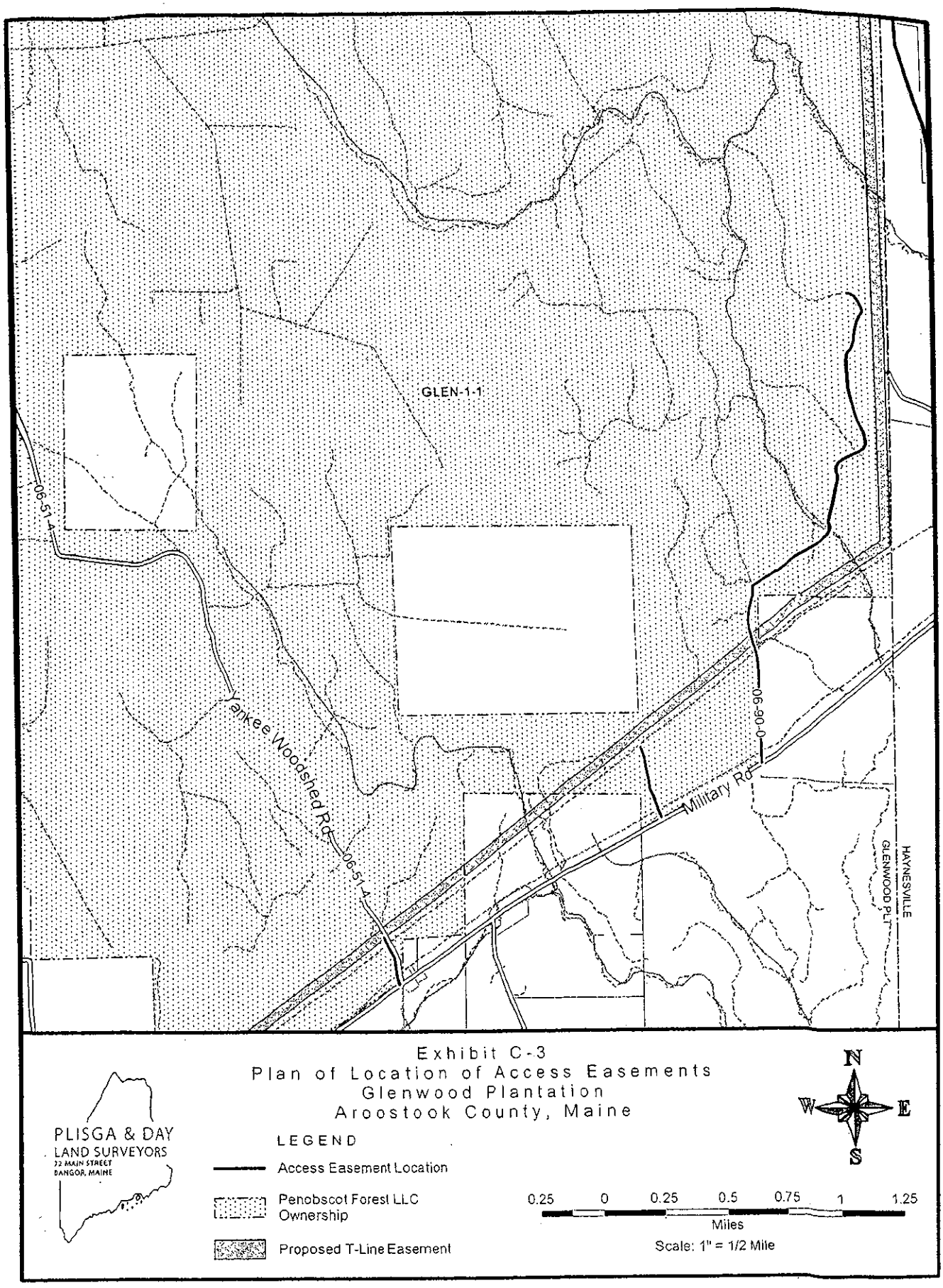

Exhibit C-3
Plan of Location of Access Easements
Glenwood Plantation
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
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0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

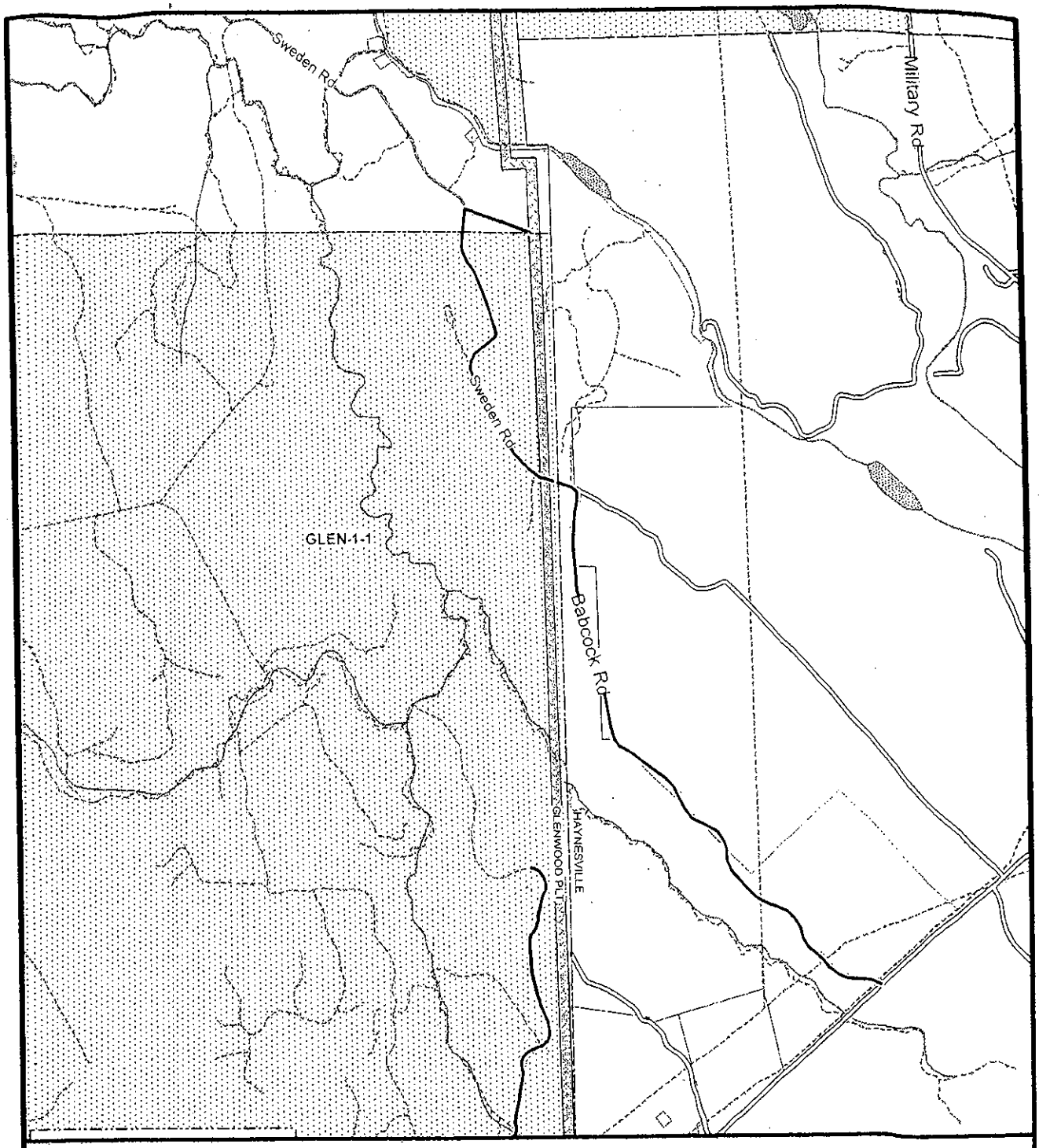

Exhibit C-4
Plan of Location of Access Easements
Glenwood Plantation & Haynesville
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
73 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

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W E
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0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

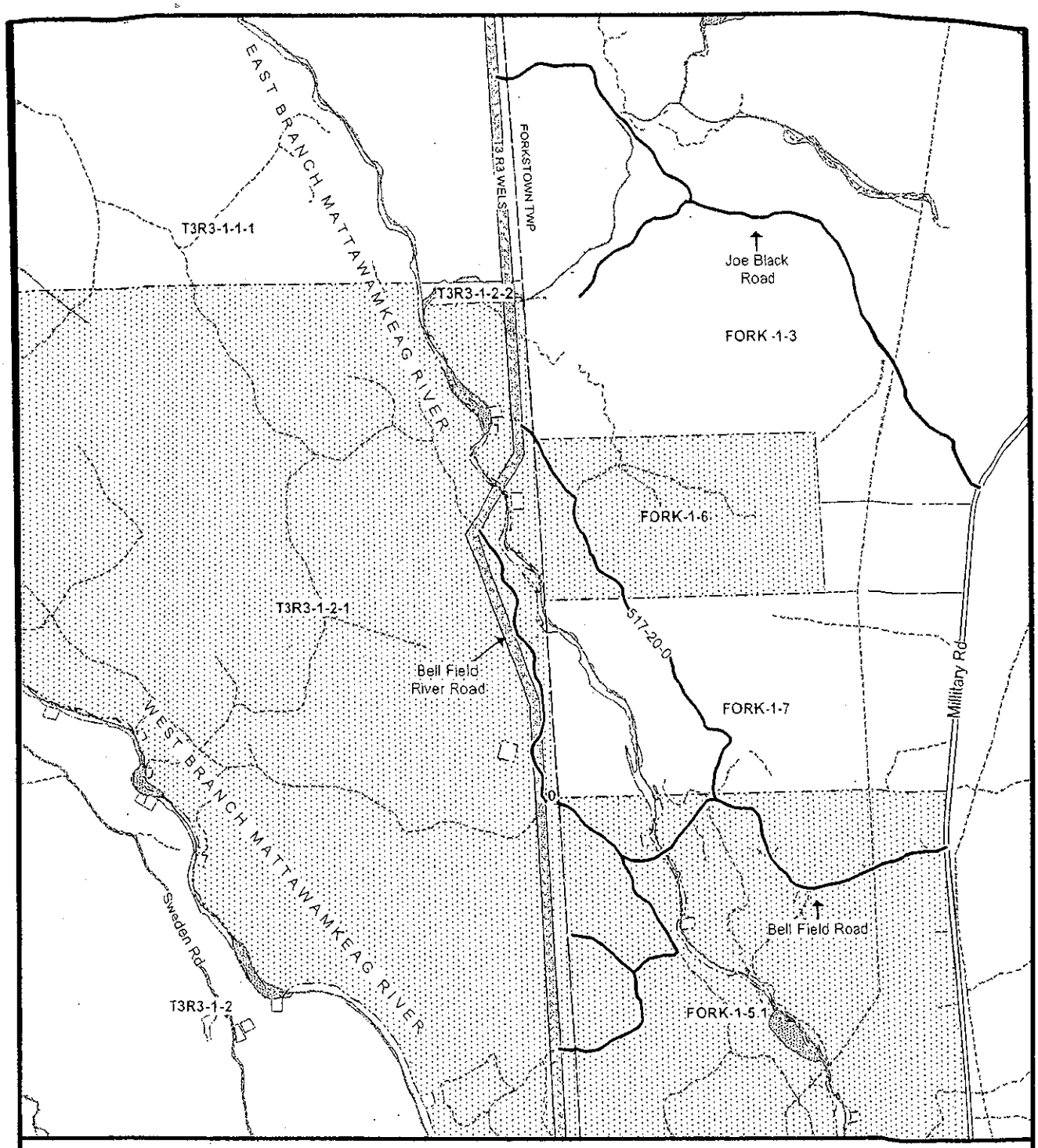

Exhibit C-5
Plan of Location of Access Easements
T3 R3 WELS & Forkstown Township
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
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0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

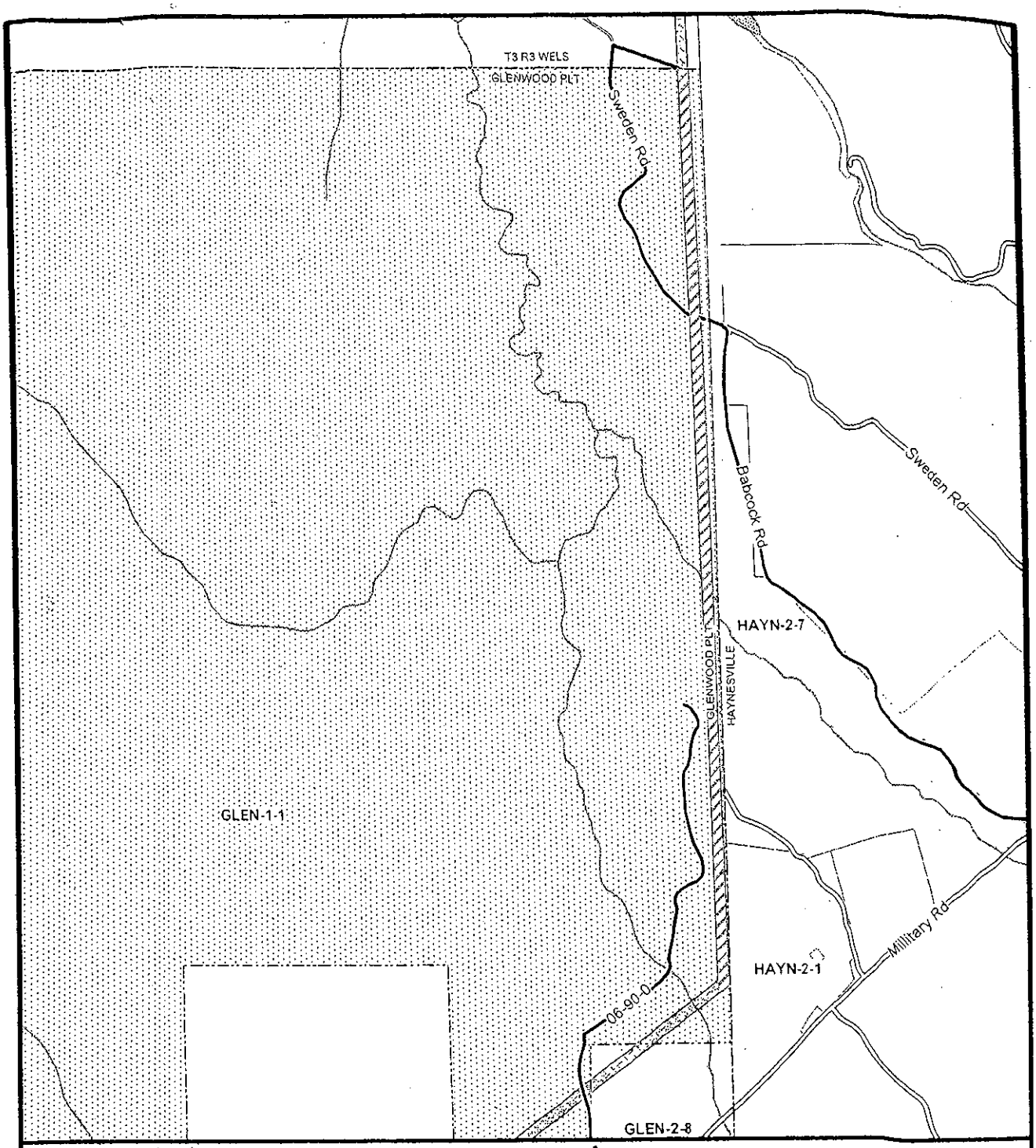

Exhibit C-1
Plan of Location of Access Easements
Glenwood Plantation
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND
- Access Easement Location
- Proposed T-Line Easement
- Maine Gen Lead Fee Ownership (to be transferred)
- Penobscot Forest LLC Ownership

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Miles

Scale: 1" = 1/2 Mile

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4905 Ps317 #574
01-18-2011 @ 01:54p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is made and entered as of August 23, 2010 (the "**Effective Date**"), by and between **Heartwood Forestland Fund V, L.P.**, a North Carolina limited partnership, with a mailing address of c/o The Forestland Group, LLC, P.O. Box 155, Wellsboro, PA 16901 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Reed Plantation, Macwahoc Plantation, T4 R3 WELS, County of Aroostook, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Access Easement**. Grantor grants to Grantee an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person (other than the Grantee) using the roadway with Grantor's permission.

2. **Transmission and Telecommunication Easement**. Grantor grants to Grantee an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for

the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on the four sketch maps attached hereto as **Exhibits B-1 through B-4** (collectively, "**Exhibit B**") as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

h. Notwithstanding anything to the contrary herein, Grantee may not exercise the rights and privileges granted to it under this Section 2 until the Final Extension Notice has been delivered to Grantor.

3. **Construction Easement.** Grantor hereby grants to Grantee, an irrevocable, non-exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities. Notwithstanding anything to the contrary herein, Grantee may not exercise the rights granted to it under this Section 3 until the Final Extension Notice has been delivered to Grantor.

4. **Guy Easement**. Grantor hereby grants to Grantee, an irrevocable non-exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities. Notwithstanding anything to the contrary herein, Grantee may not exercise the rights granted to it under this Section 4 until the Final Extension Notice has been delivered to Grantor.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be twelve (12) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term.**" Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of

the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Extension Notice, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Extension Notice. The final locations and routes of, and areas subject to, the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Extension Notice. Grantee shall have the right,

without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants that it has full power and authority to grant the Easements set forth herein and the rights and easements conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements arising by, through or under Grantor, but not otherwise and except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). Grantor agrees to use best efforts to clear any title defect(s) arising by, through or under Grantor that materially impairs the ability of Grantee to utilize the Easements granted hereby, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder. If Grantee determines, in its sole discretion, at any time prior to the Final Extension Notice that any title defect(s) impairs the ability of Grantee to utilize the Easements granted hereby, whether such title defect arises by, through or under Grantor, or prior to Grantor's acquisition of the Land, then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

b. Grantor represents and warrants that all taxes and other assessments assessed for other than the current municipal year have been paid.

c. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened in writing against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities (not including the Guy Facilities) constructed or to be constructed on the Easement Area; (iii) such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are reasonably acceptable to Grantee from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy within the Easement Area; (iii) take any action which will unreasonably interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will unreasonably interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose the wind power project in Aroostook County, Maine of Evergreen Wind Power II, LLC, a Delaware limited liability company, that has been permitted or for which permits are sought by such company and that is associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building or other structure, or permit the erection of maintenance of any building or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee reasonably deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; provided, however, in no event shall Grantor be liable to Grantee for monetary damages in excess of the aggregate amount of payments received from Grantee, nor shall Grantor be liable for any exemplary, punitive or consequential damages. .

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement prior to delivery of the Final Extension Notice, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause set forth in this paragraph is for convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default prior to delivery of the Final Extension Notice. If Grantee fails to comply with the terms of this Agreement after delivery of the Final Extension Notice, then Grantor shall be entitled to pursue any and all remedies available at law or equity.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all

or any part of the Easements. These various security interests in all or a part of the Easements are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to the Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In the event that there is more than one Mortgagee, Grantee will provide a single contact to receive and distribute notices on behalf of all Mortgagees. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), or any or all of the rights, privileges and easements herein conveyed, in whole or in part, to any affiliates of Grantee, to a public utility or to Grantee's lender (each, an "**Assignee**"). Assignments to other persons or entities shall require the consent of Grantor, which shall not be unreasonably withheld. A complete Assignment by Grantee of all of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee deems reasonably necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**.

a. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentionally wrongful act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentionally wrongful acts.

b. Grantee is specifically prohibited from undertaking any of the following activities without the express written authorization of Grantor, which permission may be withheld at Grantor's discretion: (i) setting any fire for any reason whatsoever; (ii) constructing any dam or changing the location or flow of any river, stream or other watercourse; (iii) introducing or using any hazardous substance on the Land in violation of any applicable law; or (iv) failing to comply with all applicable environmental and industrial hygiene laws, rules, and regulations regarding the Land.

c. Grantee shall at all times (i) comply with all applicable federal, state and local laws, rules and regulations relating to the performance of its activities on the Land, including, without limitation, all permits issued pursuant thereto; (ii) make available to Grantor copies of all permits, licenses and governmental approvals applicable to Grantee's operation on the Land; (iii) post all surety bonds required by any political subdivision, and (iv) indemnify and save harmless Grantor from any liability, claims or demands arising out of and attributable to the failure of Grantee, its employee, agents or contractors to observe any applicable laws, rules or regulations. In addition, Grantee shall comply with any and all covenants, conditions, permits, approvals and restrictions affecting the Land to which Grantor has given Grantee written notice or which are a matter of public record.

d. Grantee shall maintain, at Grantee's sole cost at all times during the term of this Agreement the insurance coverages set forth below with companies satisfactory to Grantor with policy limits in amounts not less than those applicable for such coverages as set forth. A certificate naming Grantor as an additional insured, evidencing coverages shall be delivered to Grantor on or before the Effective Date. Such certificate shall provide that any change restricting or reducing any such coverage or the cancellation of any policy under which any such certificate is issued shall not be valid as respects the Grantor's interest therein until the Grantor has received thirty (30) days' notice in writing of such change or cancellation:

A. **Worker's Compensation and Occupational Disease Disability Insurance** – if Grantee has employees, as required by the laws of the State of Maine;

B. **Comprehensive Automobile Liability Insurance** - covering owned, non-owned and hired vehicles with limits of liability of not less than $1,000,000 combined single limit for Bodily Injury and property damage claims;

C. **Comprehensive General Liability Insurance** - including broad contractual liability, damage to underground property and collapse of structures with limits of liability of not less than $1,000,000 combined single limit for bodily injury and property damage claims; and

D. **Excess (Umbrella) Liability Insurance** - over Comprehensive General Liability and Automobile Liability insurance coverage afforded by the primary policies described above with minimum limits of $4,000,000 excess of the specific limits.

Each policy shall be endorsed to provide waiver of subrogation rights in favor of Grantor, its subsidiaries and affiliates, and all other parties owning an interest in the Land. Failure of Grantee to keep the required insurance policies in full force and effect during the term of this Agreement shall constitute a breach hereof and Grantor shall have the right, in addition to any other rights, to immediately cancel and terminate this Agreement without further cost to Grantor.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any negligent or intentionally wrongful act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the negligent or intentionally wrongful acts of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentionally wrongful act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentionally wrongful acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given when delivered to the Party or person intended by (i) certified mail, or (ii) national overnight courier received by the Party or person intended. Notices shall be addressed as follows:

Notice to Grantor: Heartwood Forestland Fund V, L.P.
c/o The Forestland Group, LLC
P.O. Box 155
Wellsboro, PA 16901

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not

business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Modification or Waiver**. This Agreement may not be amended or modified in any respect except by an instrument in writing signed by both parties hereto. Waiver of any term or condition hereof shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition hereof.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, its successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any permitted assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing

authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **HEARTWOOD FORESTLAND FUND V, L.P.**, has executed this instrument this _____ day of _____, 2010.

Heartwood Forestland Fund V, L.P.

By: **Heartwood Forestland Advisors V, LLC**
its general partner

By: **The Forestland Group, LLC**
its Manager

By: _____
Its: V.P. Operations

COMMONWEALTH OF VIRGINIA §
§
COUNTY OF WASHINGTON §

August 16, 2010

Personally appeared the above-named Michael A. Hiscbar, Vice President of The Forestland Group, LLC and acknowledged the foregoing instrument to be the free act and deed of Heartwood Forestland Fund V, L.P.

Before me,

_____
Notary Public

Print Name of Notary: Tammy R. McKinnon

TAMMY R. McKINNON
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #168556

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 23rd day of August, 2010.

MAINE GENLEAD, LLC

By: Maine Wind Holdings, LLC
Its: Member

By: Elizabeth Weir
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § Aug. 23, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Deed to Grantor

Quitclaim with Covenant Indenture Deed dated May 19, 2005 by and between Fraser Timber Limited, a Maine Corporation and Heartwood Forestland Fund V Limited Partnership, a North Carolina limited partnership, recorded May 20, 2005, in Book 4124, Page 1, at the Aroostook County Registry of Deeds.

EXHIBIT B – 1

Depiction of Transmission and Telecommunication Easement & Access Easement

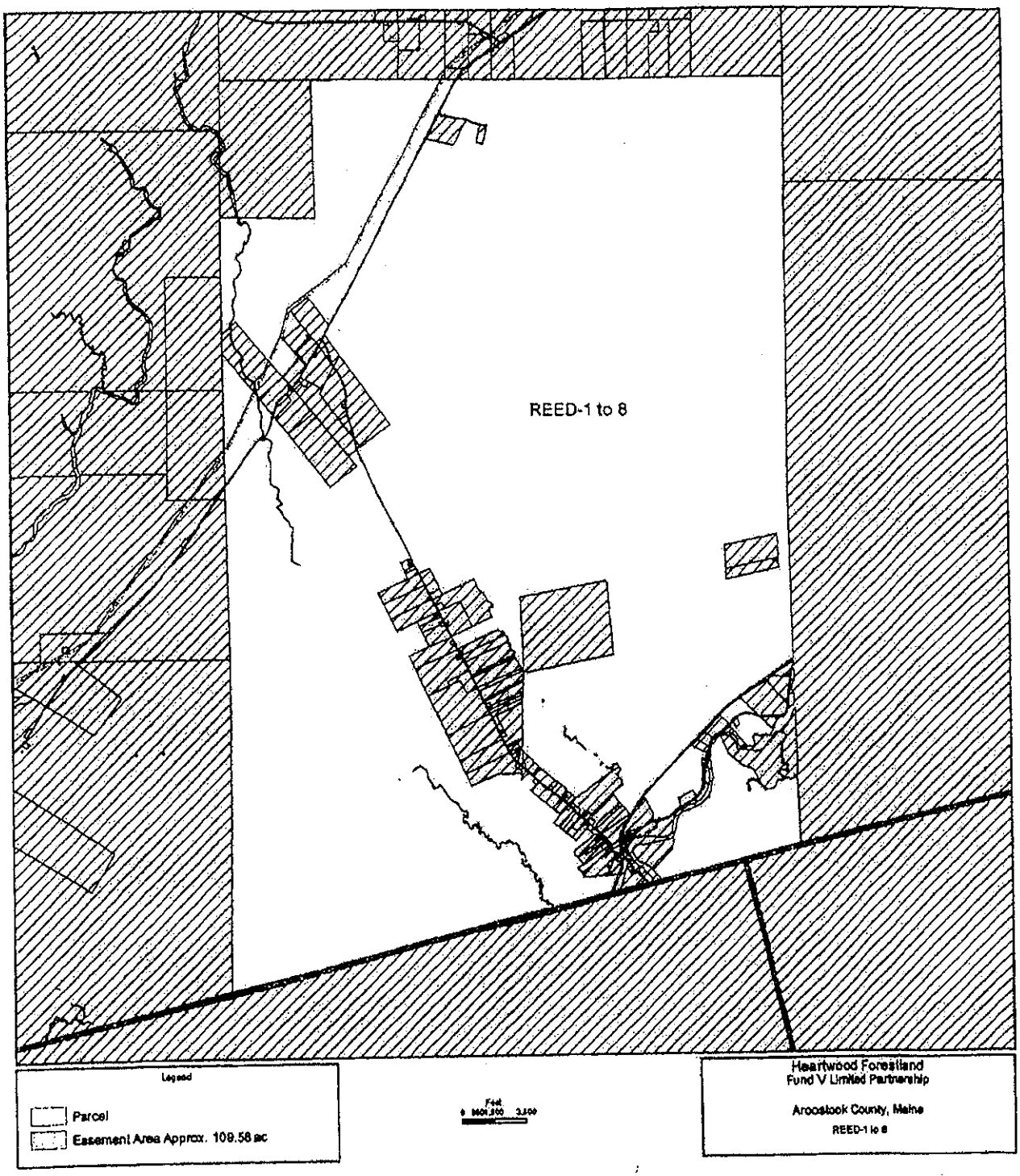


EXHIBIT B-2

Depiction of Transmission and Telecommunication Easement & Access Easement

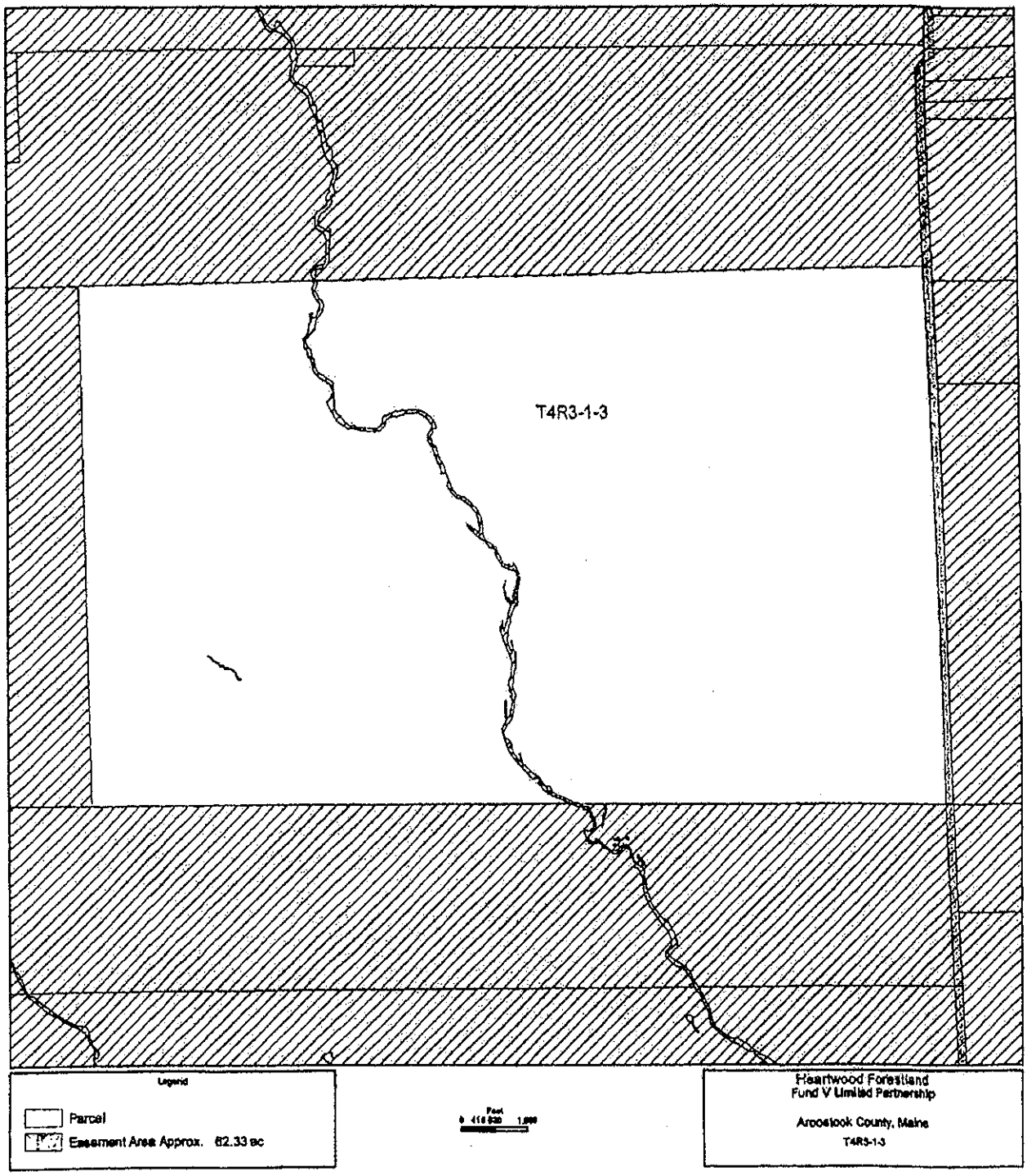


EXHIBIT B-3

Depiction of Transmission and Telecommunication Easement & Access Easement

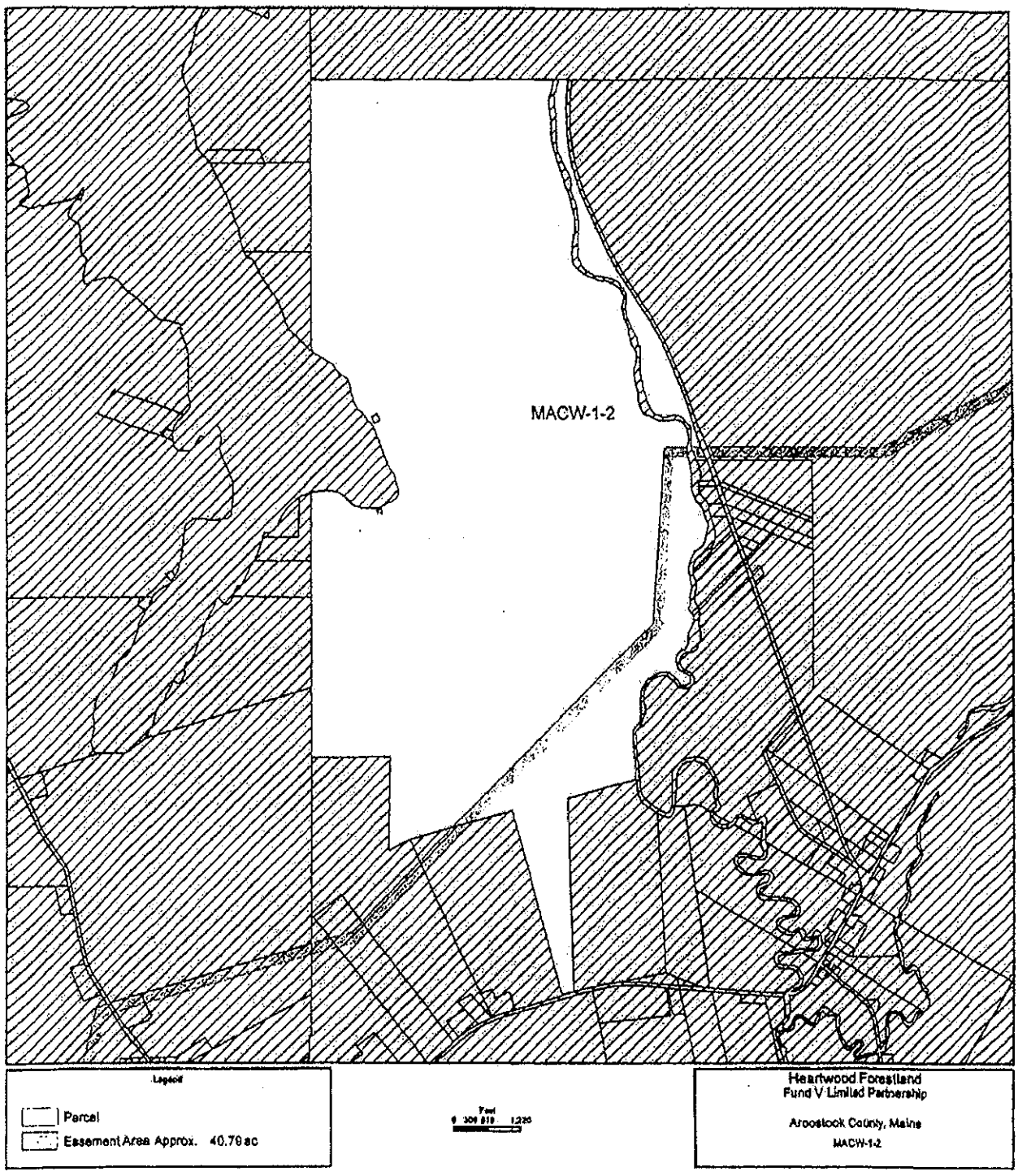


EXHIBIT B – 4

Depiction of Transmission and Telecommunication Easement & Access Easement

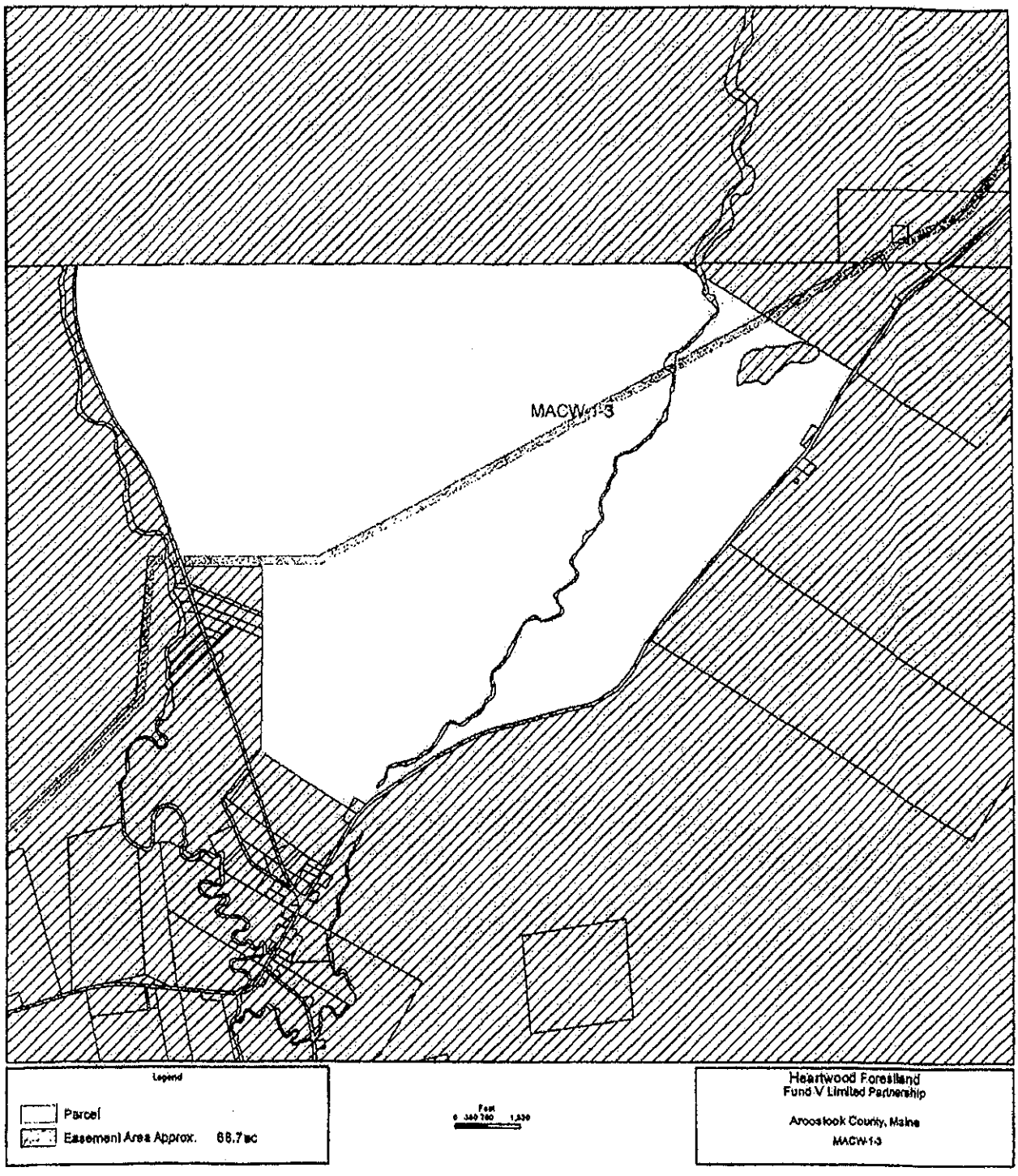


EXHIBIT C

Pre-existing Encumbrances

All those Standard and Special Exceptions to Coverage set forth in that certain Owner's Title Insurance Policy, No. 74106-186907, issued to Grantor by Bigelow Title Insurance Company, dated May 20, 2005, to the extent that such Exceptions apply to those portions of the Land subject to the Easements granted under this Transmission Easement Agreement. The terms "Land" and "Easements" shall be as defined in the Transmission Easement Agreement.

BK 4905 Ps317 #574
01-18-2011 @ 01:54p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is made and entered as of August 23, 2010 (the "**Effective Date**"), by and between **Heartwood Forestland Fund V, L.P.**, a North Carolina limited partnership, with a mailing address of c/o The Forestland Group, LLC, P.O. Box 155, Wellsboro, PA 16901 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Reed Plantation, Macwahoc Plantation, T4 R3 WELS, County of Aroostook, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Access Easement**. Grantor grants to Grantee an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person (other than the Grantee) using the roadway with Grantor's permission.

2. **Transmission and Telecommunication Easement**. Grantor grants to Grantee an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for

the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on the four sketch maps attached hereto as **Exhibits B-1 through B-4** (collectively, "**Exhibit B**") as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

h. Notwithstanding anything to the contrary herein, Grantee may not exercise the rights and privileges granted to it under this Section 2 until the Final Extension Notice has been delivered to Grantor.

3. **Construction Easement.** Grantor hereby grants to Grantee, an irrevocable, non-exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities. Notwithstanding anything to the contrary herein, Grantee may not exercise the rights granted to it under this Section 3 until the Final Extension Notice has been delivered to Grantor.

4. **Guy Easement**. Grantor hereby grants to Grantee, an irrevocable non-exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities. Notwithstanding anything to the contrary herein, Grantee may not exercise the rights granted to it under this Section 4 until the Final Extension Notice has been delivered to Grantor.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be twelve (12) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term.**" Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of

the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Extension Notice, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Extension Notice. The final locations and routes of, and areas subject to, the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Extension Notice. Grantee shall have the right,

without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants that it has full power and authority to grant the Easements set forth herein and the rights and easements conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements arising by, through or under Grantor, but not otherwise and except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). Grantor agrees to use best efforts to clear any title defect(s) arising by, through or under Grantor that materially impairs the ability of Grantee to utilize the Easements granted hereby, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder. If Grantee determines, in its sole discretion, at any time prior to the Final Extension Notice that any title defect(s) impairs the ability of Grantee to utilize the Easements granted hereby, whether such title defect arises by, through or under Grantor, or prior to Grantor's acquisition of the Land, then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

b. Grantor represents and warrants that all taxes and other assessments assessed for other than the current municipal year have been paid.

c. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened in writing against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities (not including the Guy Facilities) constructed or to be constructed on the Easement Area; (iii) such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are reasonably acceptable to Grantee from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy within the Easement Area; (iii) take any action which will unreasonably interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will unreasonably interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose the wind power project in Aroostook County, Maine of Evergreen Wind Power II, LLC, a Delaware limited liability company, that has been permitted or for which permits are sought by such company and that is associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building or other structure, or permit the erection of maintenance of any building or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee reasonably deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; provided, however, in no event shall Grantor be liable to Grantee for monetary damages in excess of the aggregate amount of payments received from Grantee, nor shall Grantor be liable for any exemplary, punitive or consequential damages. .

12. **Grantee's Default**. If Grantee fails to comply with the terms of this Agreement prior to delivery of the Final Extension Notice, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause set forth in this paragraph is for convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default prior to delivery of the Final Extension Notice. If Grantee fails to comply with the terms of this Agreement after delivery of the Final Extension Notice, then Grantor shall be entitled to pursue any and all remedies available at law or equity.

13. **Right to Mortgage**. Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all

or any part of the Easements. These various security interests in all or a part of the Easements are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to the Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In the event that there is more than one Mortgagee, Grantee will provide a single contact to receive and distribute notices on behalf of all Mortgagees. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), or any or all of the rights, privileges and easements herein conveyed, in whole or in part, to any affiliates of Grantee, to a public utility or to Grantee's lender (each, an "**Assignee**"). Assignments to other persons or entities shall require the consent of Grantor, which shall not be unreasonably withheld. A complete Assignment by Grantee of all of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee deems reasonably necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**.

a. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentionally wrongful act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentionally wrongful acts.

b. Grantee is specifically prohibited from undertaking any of the following activities without the express written authorization of Grantor, which permission may be withheld at Grantor's discretion: (i) setting any fire for any reason whatsoever; (ii) constructing any dam or changing the location or flow of any river, stream or other watercourse; (iii) introducing or using any hazardous substance on the Land in violation of any applicable law; or (iv) failing to comply with all applicable environmental and industrial hygiene laws, rules, and regulations regarding the Land.

c. Grantee shall at all times (i) comply with all applicable federal, state and local laws, rules and regulations relating to the performance of its activities on the Land, including, without limitation, all permits issued pursuant thereto; (ii) make available to Grantor copies of all permits, licenses and governmental approvals applicable to Grantee's operation on the Land; (iii) post all surety bonds required by any political subdivision, and (iv) indemnify and save harmless Grantor from any liability, claims or demands arising out of and attributable to the failure of Grantee, its employee, agents or contractors to observe any applicable laws, rules or regulations. In addition, Grantee shall comply with any and all covenants, conditions, permits, approvals and restrictions affecting the Land to which Grantor has given Grantee written notice or which are a matter of public record.

d. Grantee shall maintain, at Grantee's sole cost at all times during the term of this Agreement the insurance coverages set forth below with companies satisfactory to Grantor with policy limits in amounts not less than those applicable for such coverages as set forth. A certificate naming Grantor as an additional insured, evidencing coverages shall be delivered to Grantor on or before the Effective Date. Such certificate shall provide that any change restricting or reducing any such coverage or the cancellation of any policy under which any such certificate is issued shall not be valid as respects the Grantor's interest therein until the Grantor has received thirty (30) days' notice in writing of such change or cancellation:

A. **Worker's Compensation and Occupational Disease Disability Insurance** – if Grantee has employees, as required by the laws of the State of Maine;

B. **Comprehensive Automobile Liability Insurance** - covering owned, non-owned and hired vehicles with limits of liability of not less than $1,000,000 combined single limit for Bodily Injury and property damage claims;

C. **Comprehensive General Liability Insurance** - including broad contractual liability, damage to underground property and collapse of structures with limits of liability of not less than $1,000,000 combined single limit for bodily injury and property damage claims; and

D. **Excess (Umbrella) Liability Insurance** - over Comprehensive General Liability and Automobile Liability insurance coverage afforded by the primary policies described above with minimum limits of $4,000,000 excess of the specific limits.

Each policy shall be endorsed to provide waiver of subrogation rights in favor of Grantor, its subsidiaries and affiliates, and all other parties owning an interest in the Land. Failure of Grantee to keep the required insurance policies in full force and effect during the term of this Agreement shall constitute a breach hereof and Grantor shall have the right, in addition to any other rights, to immediately cancel and terminate this Agreement without further cost to Grantor.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any negligent or intentionally wrongful act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the negligent or intentionally wrongful acts of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentionally wrongful act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentionally wrongful acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given when delivered to the Party or person intended by (i) certified mail, or (ii) national overnight courier received by the Party or person intended. Notices shall be addressed as follows:

Notice to Grantor: Heartwood Forestland Fund V, L.P.
c/o The Forestland Group, LLC
P.O. Box 155
Wellsboro, PA 16901

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not

business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Modification or Waiver.** This Agreement may not be amended or modified in any respect except by an instrument in writing signed by both parties hereto. Waiver of any term or condition hereof shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition hereof.

22. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, its successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any permitted assignee of or successor in interest to the Easements granted herein.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing

authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **HEARTWOOD FORESTLAND FUND V, L.P.**, has executed this instrument this _____ day of _____, 2010.

Heartwood Forestland Fund V, L.P.

By: **Heartwood Forestland Advisors V, LLC**
its general partner

By: **The Forestland Group, LLC**
its Manager

By: _____
Its: V.P. Operations

COMMONWEALTH OF VIRGINIA §
§
COUNTY OF WASHINGTON §

August 15, 2010

Personally appeared the above-named Michael A. Hincher, Vice President of The Forestland Group, LLC and acknowledged the foregoing instrument to be the free act and deed of Heartwood Forestland Fund V, L.P.

Before me,

Tammy R. McKinnon
Notary Public

Print Name of Notary: Tammy R. McKinnon

TAMMY R. McKINNON
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #168556

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 23rd day of August, 2010.

MAINE GENLEAD, LLC

By: Maine Wind Holdings, LLC
Its: Member

By: Elizabeth Weir
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § Aug. 23, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Deed to Grantor

Quitclaim with Covenant Indenture Deed dated May 19, 2005 by and between Fraser Timber Limited, a Maine Corporation and Heartwood Forestland Fund V Limited Partnership, a North Carolina limited partnership, recorded May 20, 2005, in Book 4124, Page 1, at the Aroostook County Registry of Deeds.

EXHIBIT B – 1

Depiction of Transmission and Telecommunication Easement & Access Easement

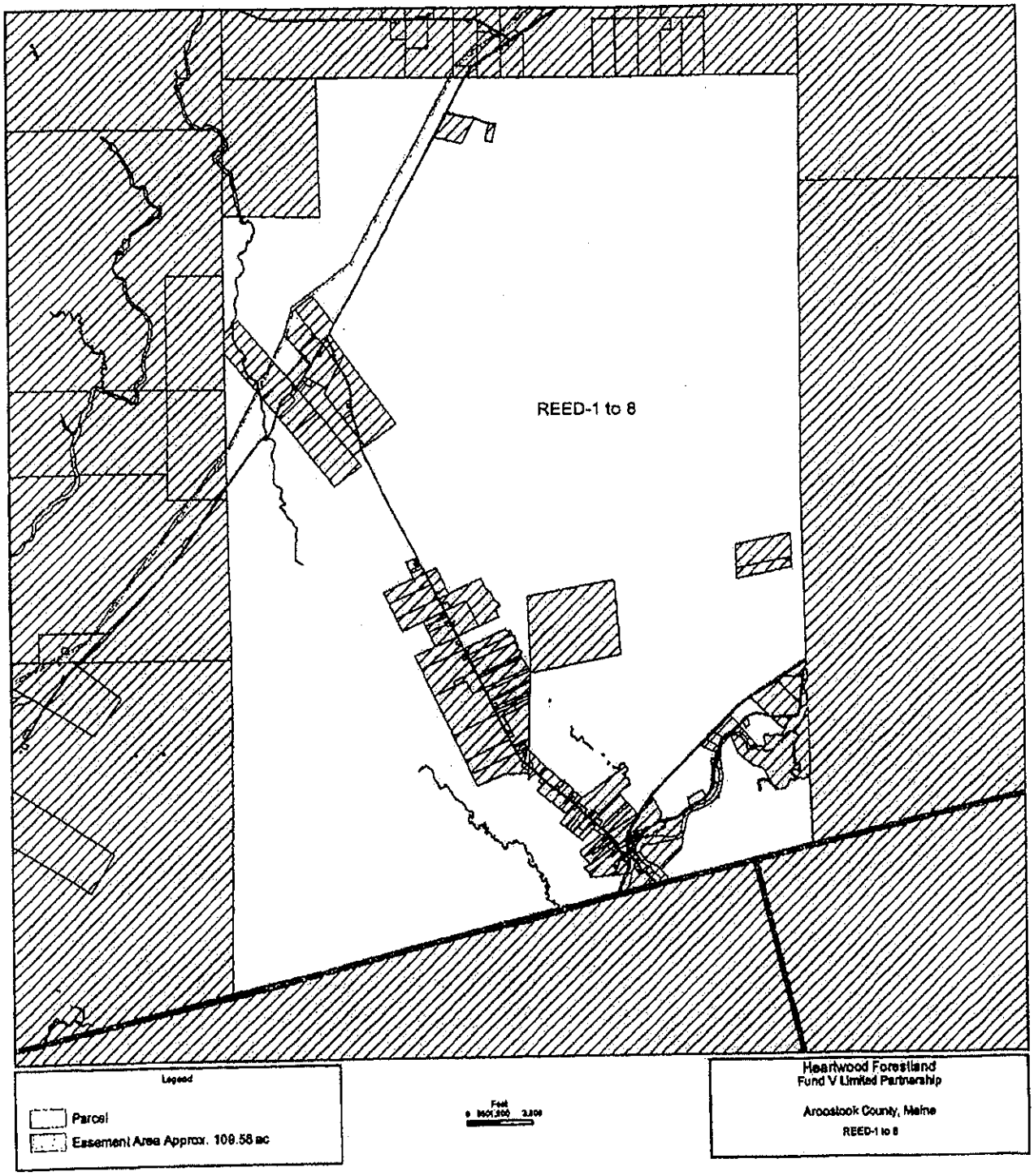


EXHIBIT B-2

Depiction of Transmission and Telecommunication Easement & Access Easement

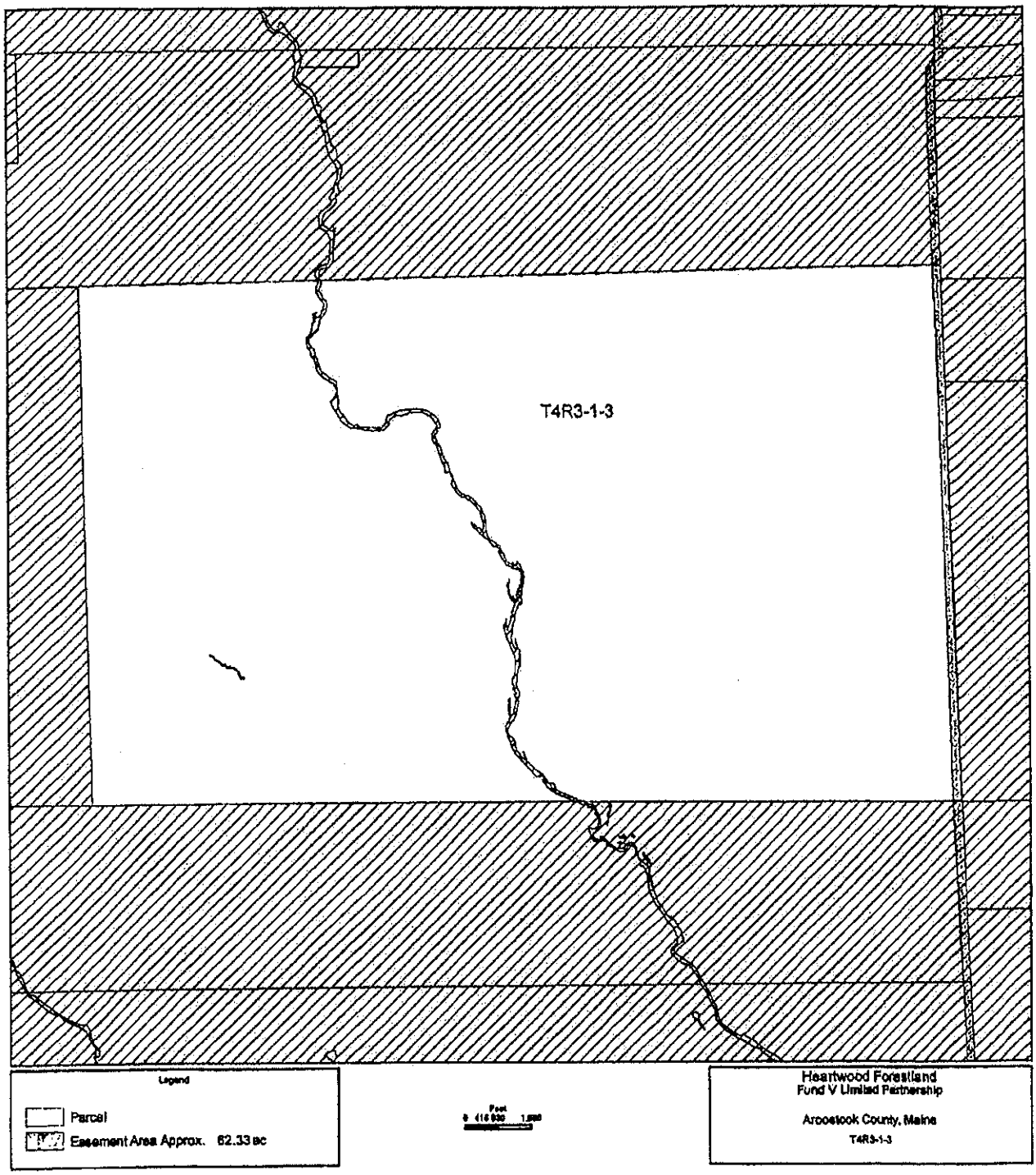


EXHIBIT B-3

Depiction of Transmission and Telecommunication Easement & Access Easement

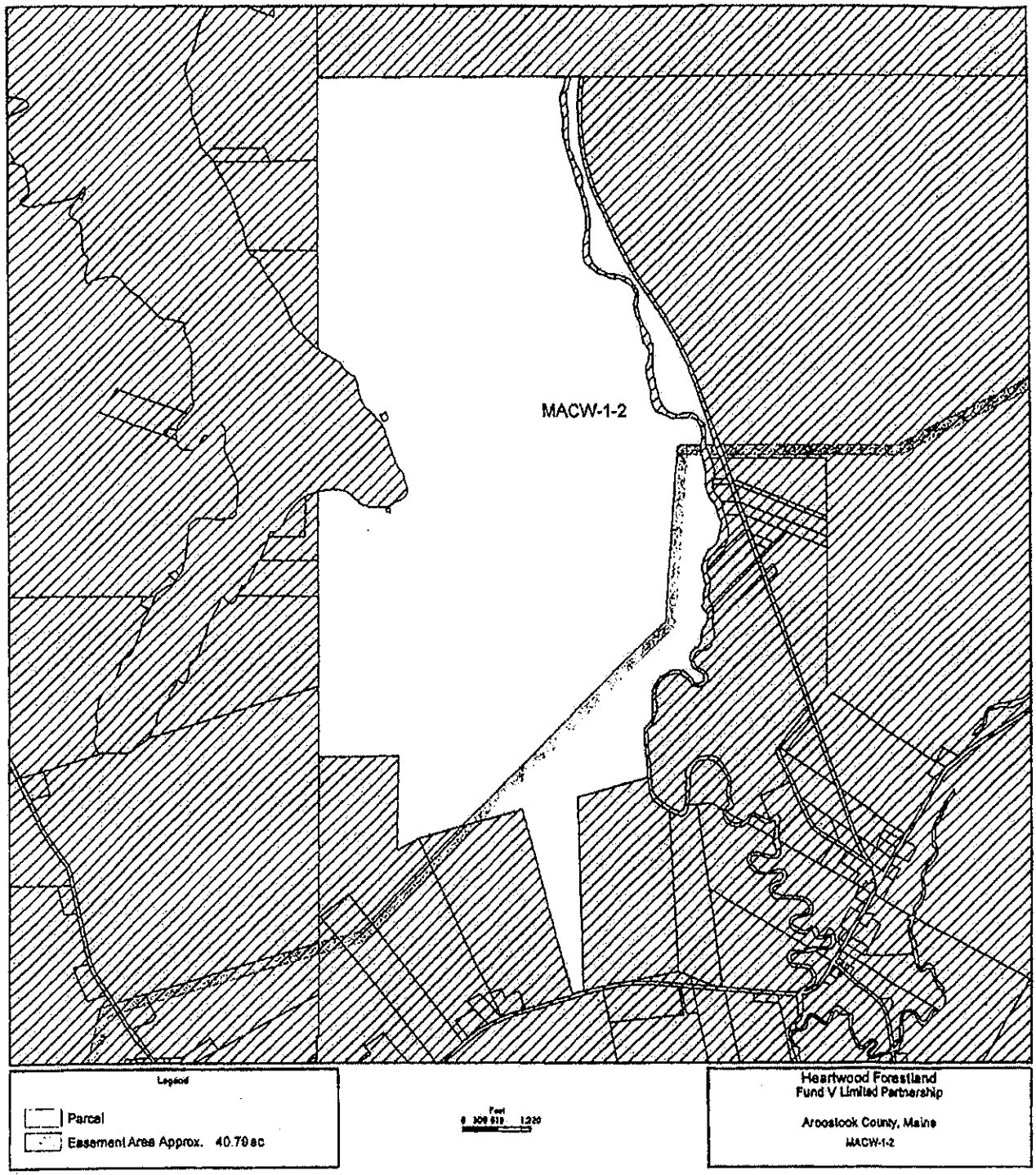


EXHIBIT B – 4

Depiction of Transmission and Telecommunication Easement & Access Easement

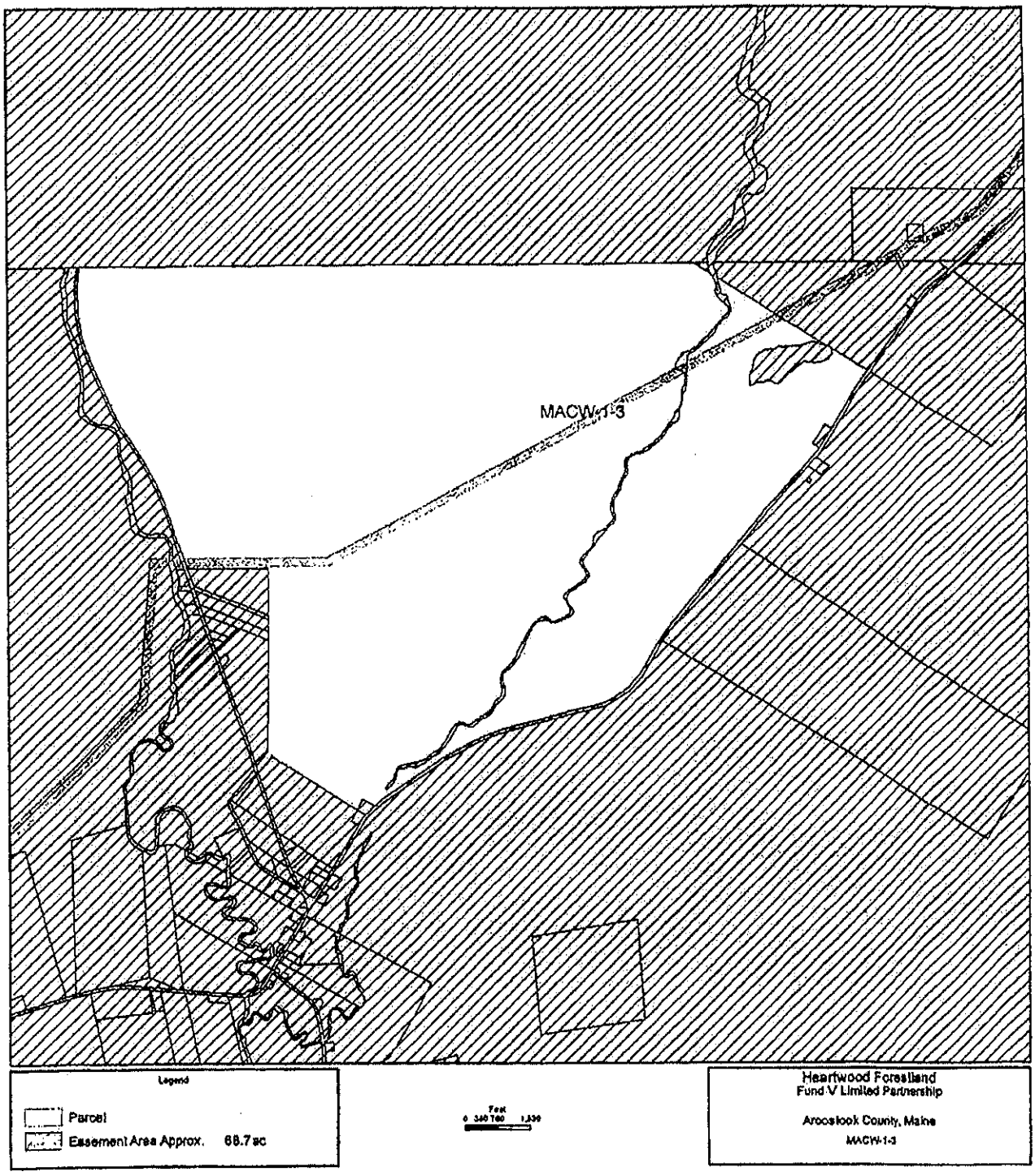


EXHIBIT C

Pre-existing Encumbrances

All those Standard and Special Exceptions to Coverage set forth in that certain Owner's Title Insurance Policy, No. 74106-186907, issued to Grantor by Bigelow Title Insurance Company, dated May 20, 2005, to the extent that such Exceptions apply to those portions of the Land subject to the Easements granted under this Transmission Easement Agreement. The terms "Land" and "Easements" shall be as defined in the Transmission Easement Agreement.

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **HERBERT C. HAYNES, INC.**, a Maine corporation, with a mailing address of P. O. Box 96, Winn, Maine 04495 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Molunkus and the Plantation of Macwahoc, County of Aroostook, and the Township of Mattawamkeag, County of Penobscot, Maine, described in those deeds recorded in the Aroostook and Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, for the operation of the Transmission Facilities, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee, except as set forth in Section 28.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and

operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of

such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to

record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided: (i) that any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the

purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; (v) publicly oppose any project associated with the rights granted under this Agreement; or (vi) in the conduct of any timber harvesting and/or forest management operations and/or any other activities or undertakings conducted on the Land, violate or breach or fail to fully comply with any and all 1. permits, authorizations, and/or other approvals obtained by or on behalf of Grantee in connection with its activities on the Land and/or Easement Area and 2. laws and regulations then-applicable to the Land. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment required of Grantee under Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land

are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to

any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Herbert C. Haynes, Inc.
c/o Herbert C. Haynes, Jr., President
P. O. Box 96
Winn, Maine 04495

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any

court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits**. All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. **Tree Removal.** At least forty five (45) days prior to any substantial cutting of trees on the Land by Grantee related to the exercise of any of its easement rights during the period of the effectiveness of the Construction Easement hereunder, Grantee will inform Grantor of the area that is to be cut in order to give Grantor the opportunity to capture the timber value of the removed trees. Within thirty (30) days following sending of the notice by Grantee, Grantor shall provide Grantee a written notice and proposal for removing the timber and related operations required to satisfy Grantee's construction and permitting requirements and schedule ("**Grantor's Proposal**"). Within forty five (45) days following sending of the notice by Grantee, Grantee and Grantor shall attempt to agree on the terms of Grantor's Proposal including

the volume, quantity and quality and the then-prevailing market stumpage value of the trees to be removed. Grantee may seek proposals from third parties other than Grantor as well. If Grantor's Proposal will cost Grantee the same as or less than, a third party's proposal and otherwise shall comply with the Grantee's construction and permitting requirements and schedule, then Grantee shall use reasonable efforts to enter into an agreement with Grantor on the terms set out in Grantor's Proposal (as the same has been negotiated and/or mutually agreed upon). Grantor shall not be entitled to any payment from Grantee for stumpage, wood or timber removed by Grantor or its agents pursuant to Grantor's Proposal and any agreement related thereto, other than as expressly set out in such agreement. In the event Grantor shall not provide timely notice of Grantor's Proposal as set out above, or in the event Grantor's Proposal is greater than a third party's proposal, or Grantor shall not timely complete the cutting operations in strict accordance with Grantee's schedule and the agreed upon terms, Grantee may then elect to conduct the removal itself or through its agents. In the event Grantee so elects to remove the trees itself, Grantee shall make the timber removed from the Land during construction by Grantee or its agents reasonably available to Grantor at the processing center or logging yard used by Grantee or its contractors, and Grantor shall be entitled to pick up such timber from the center or yard and sell it for its own accord, and all such timber and proceeds therefrom shall be and remain the property of Grantor and upon making such timber reasonably available to Grantor, Grantee shall have no obligation to pay Grantor any amount for stumpage, wood or timber that is removed by Grantee or on its behalf.

Grantee may, in Grantee's discretion, hire an independent forester to determine the volume, quantity and quality of the timber removed from the Land. In the event the parties disagree on valuation of the stumpage, the parties will negotiate to come to an agreement on value. Nothing in this Section 28 is intended to prohibit, restrict, delay or affect Grantee's construction schedule and Grantee's absolute right under this Agreement to clear and remove timber and vegetation and conduct any other activity related to its intended uses of the Easement Area and/or Land. Notwithstanding anything to the contrary contained in this Agreement (including Grantor's reserved rights in the Land), in order to protect and preserve the interests of Grantee hereunder, Grantor shall not conduct any timber harvesting and forest management operations on the Land prior to the termination of the Construction Easement without first obtaining the express written consent of the Grantee to such operations and activities, after submission of reasonably detailed plans showing the location of all such proposed operations and activities.

The obligations of Grantee and the rights of Grantor under this Section 28 shall automatically terminate upon termination of the Construction Easement without further action by Grantor or Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **HERBERT C. HAYNES, INC.**, has caused this instrument to be executed by its duly authorized representative this 9th day of Feb, 2010.

HERBERT C. HAYNES, INC.,
a Maine corporation

By: _____
Herbert C. Haynes, Jr., President

STATE OF MAINE §
§
COUNTY OF Penobscot § February 9th, 2010

Personally appeared the above-named Herbert C. Haynes, Jr., President, of HERBERT C. HAYNES, INC., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

_____
Notary Public State of Maine

Print Name of Notary: Kim Rutty
Notary Public
My Commission Expires:
12-7-2011

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 9th day of February, 2010.

MAINE GENLEAD, LLC

By: _____

Name: Elizabeth Weir

Its: Assistant Secretary

Commonwealth

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § Feb 9th, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of said limited liability company.

Before me,

_____

Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Herbert C. Haynes, Inc., a Maine corporation, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Trustee's Deed dated May 28, 1998, by and between Edward D. Leonard III of Bangor, Penobscot County, Maine, not individually but only in his capacity as Trustee of Land Exchange Trust under Declaration of Trust dated November 1, 1991, as Grantor, and Herbert C. Hayes, Inc., a Maine corporation, as Grantee, recorded May 29, 1998, in Book 3140, Page 109, at the Register of Deeds, Aroostook County, Maine. (MOLU-1-9, MOLU-1-16, MOLU-1-17)

2. Warranty Deed dated November 22, 1985, by and between Peggy G. Daniels, as Grantor, and H. C. Haynes, Inc., a Maine Business Corporation, as Grantee, recorded on December 2, 1985, in Book 3755, Page 66, at the Register of Deeds, Penobscot County, Maine. (MATT-R7-3)

3. Quitclaim Deed with Covenant dated June 30, 1982, by and between, Diamond International Corporation, a Delaware corporation, as Grantor, and Herbert C. Haynes, Inc., a Maine corporation, as Grantee, recorded August 3, 1982, in Book 1608, Page 33, at the Register of Deeds, Arookstook County, Maine. (MOLU-1-6)

4. Quit Claim Deed dated November 17, 1965, by and between Elizabeth Haynes, as Grantor, and Herbert C. Haynes, Inc., a corporation organized under the laws of the State of Maine, as Grantee, recorded December 2, 1965, in Book 962, Page 171, at the Register of Deeds, Aroostook County, Maine. (MACW-3-1)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Easement Area

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

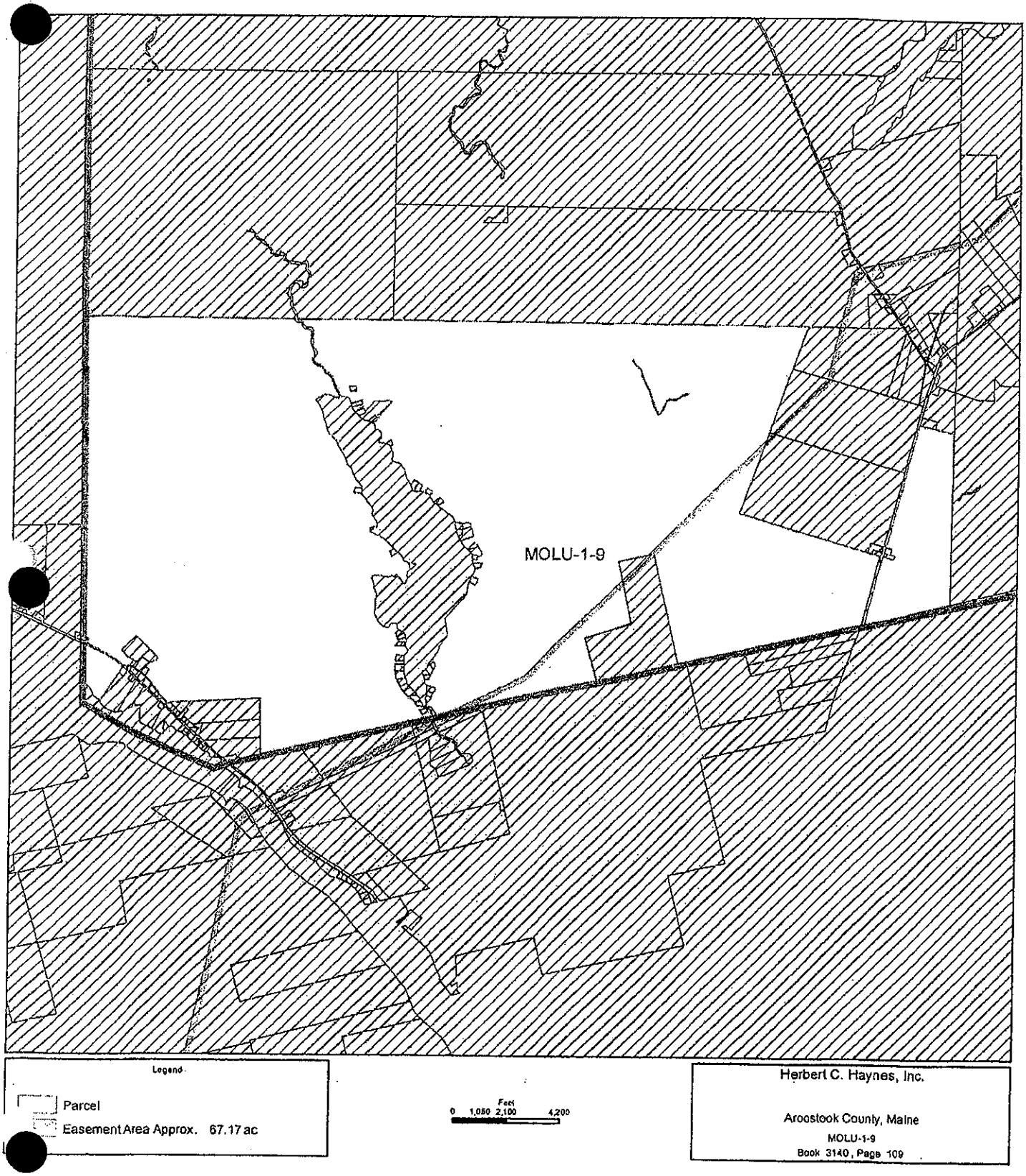


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

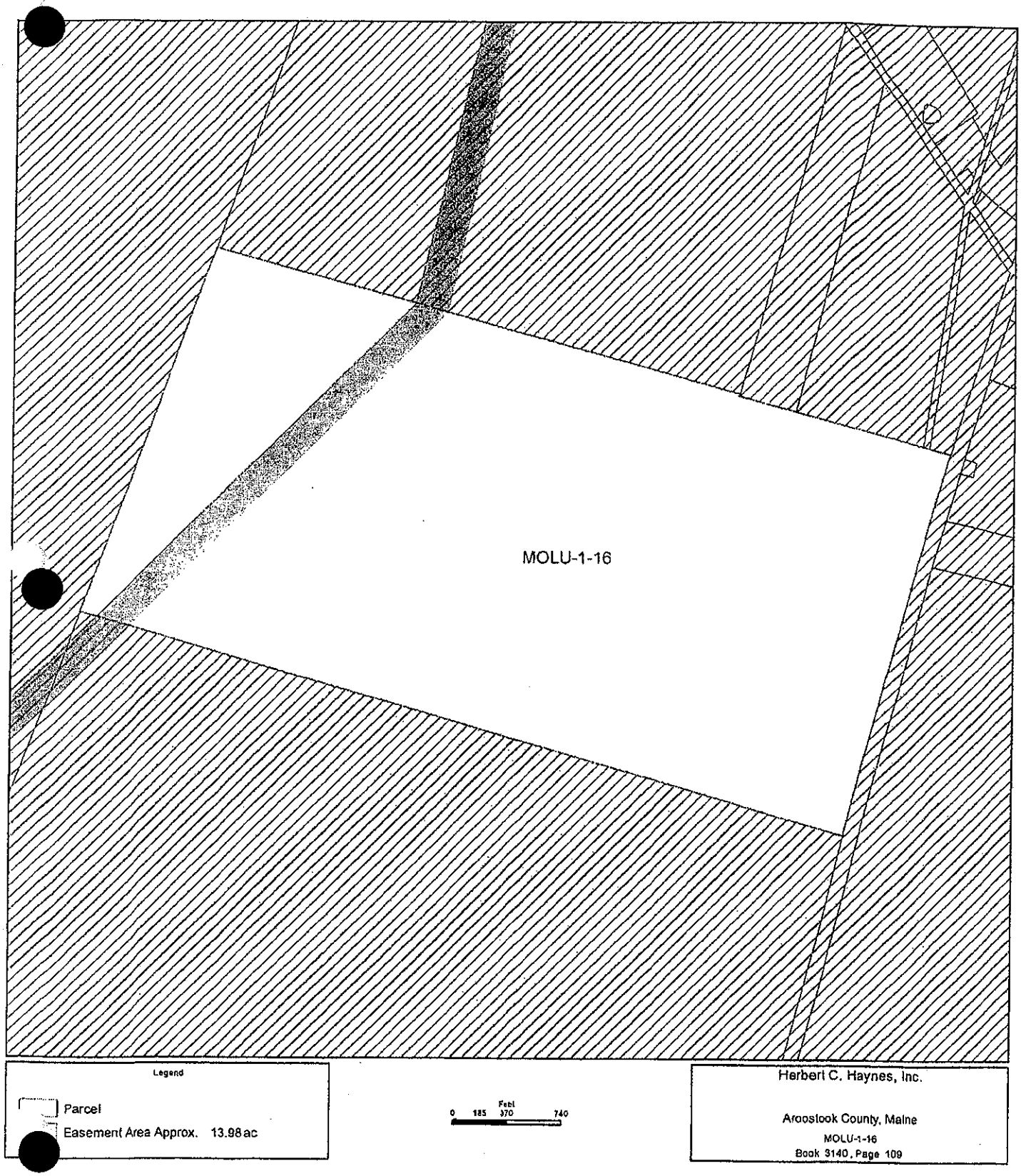


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

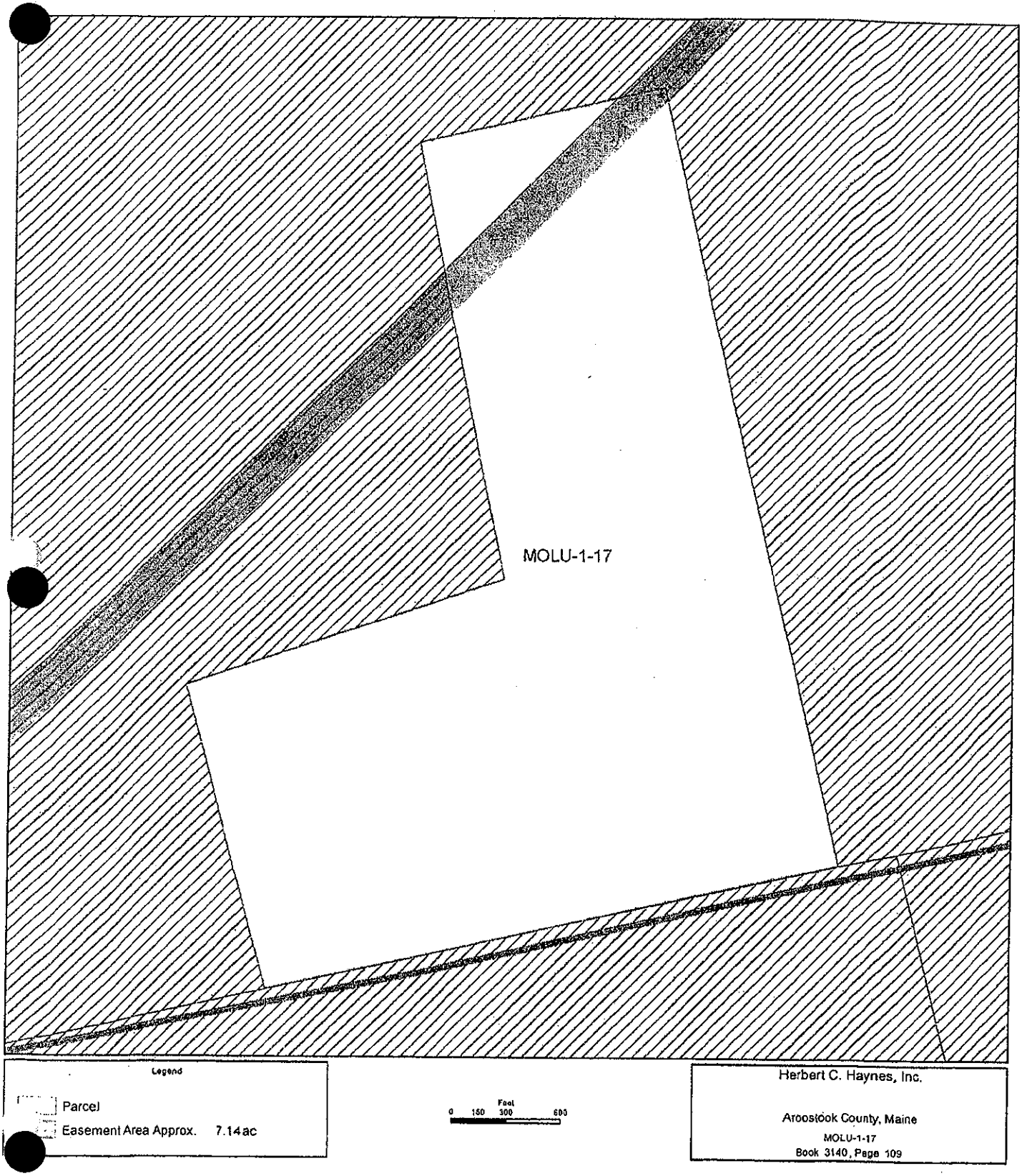


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

Legend

Parcel

Easement Area Approx. 7.75 ac

Feet
0 80 160 320

Herbert C. Haynes, Inc.

Penobscot County, Maine

MATT-R7-3

Book 3755, Page 66

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

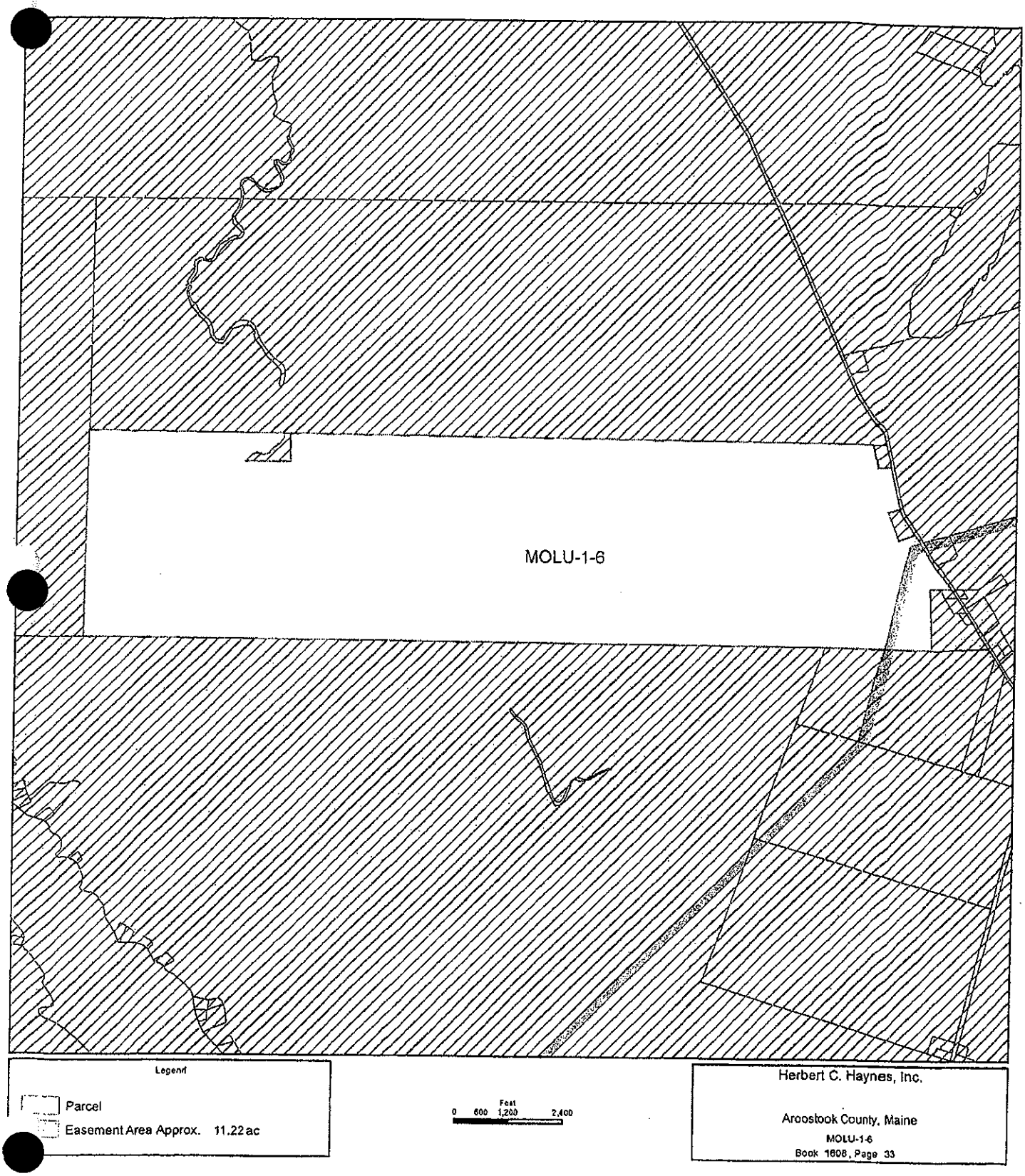


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

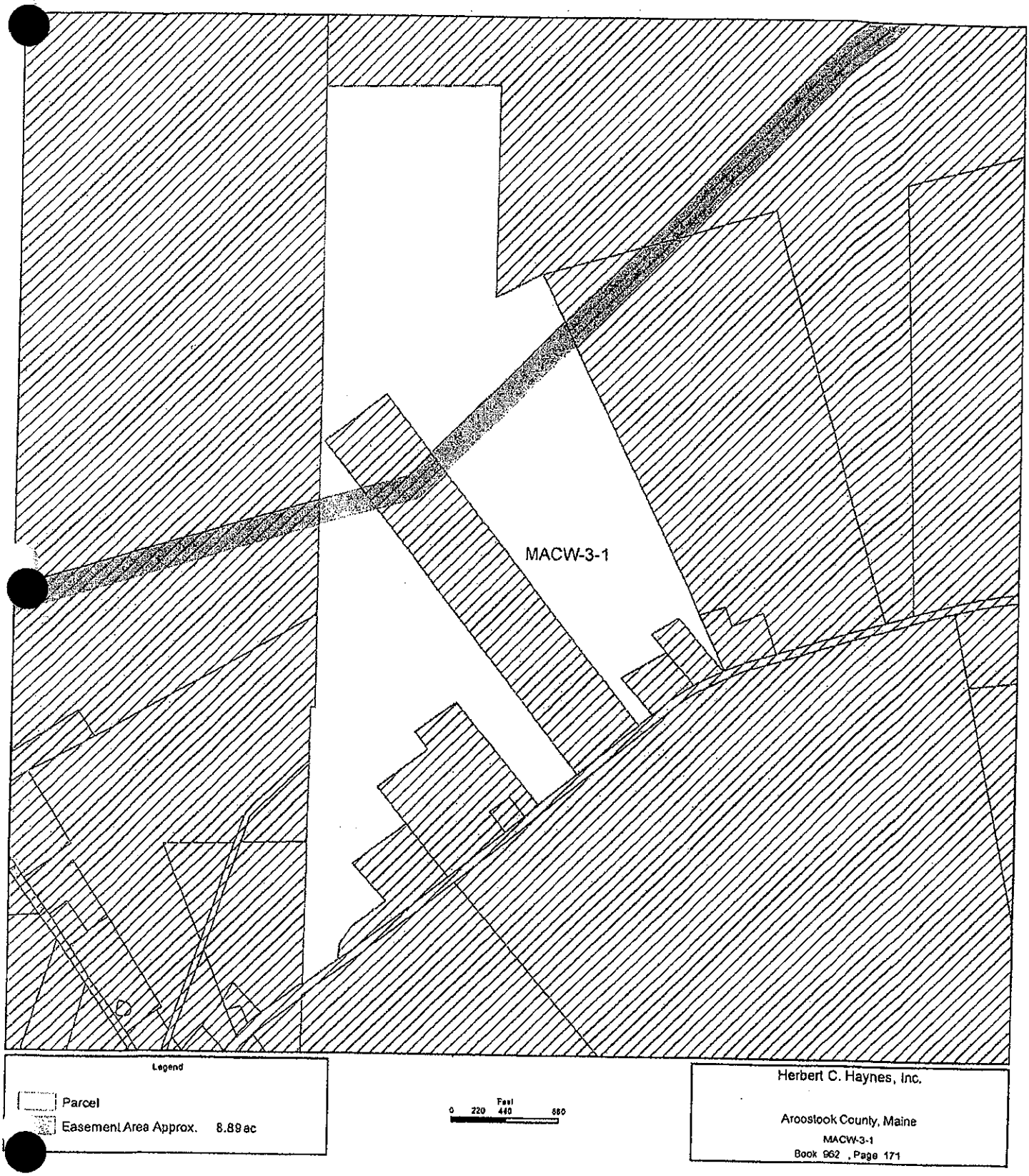


EXHIBIT C
Pre-Existing Encumbrances
Herbert C. Haynes, Inc. Lots
00007571

MACW-3-1:

Pole Line Easement from Herbert C. Haynes, Inc. to Maine Public Service Company dated December 4, 1968 and recorded in the Southern Aroostook Registry of Deeds in Book 1038, Page 2.

MOLU-1-9, MOLU-1-16, MOLU-1-17:

a. Crossing rights reserved in the deed from Edward D. Leonard III to Herbert C. Haynes, Inc. recorded in the Southern Aroostook Registry of Deeds in Book 2140, Page 109.

b. The right of flowage given by Charles P. Webber, et al to Great Northern Paper Company by instrument dated October 26, 1938, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 474, Page 434; said right of flowage being to contour line 240 and affects Lot number 4 by Fred J. Fiske survey of 1889.

c. The property is subject to a pole line easement given by Anne Webber Chase, et al, to Maine Electric Power Company, Inc. by instrument dated March 2, 1967, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 996, Page 150.

d. Pole line easement given by Anne Webber Chase, et al to Maine Public Service Company by instrument dated December 2, 1969, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 1055, Page 458.

e. The School Lot and Minister Lot are subject to an easement over a 3.15 acre parcel taken by condemnation by the United States Government in 1951.

f. Parcel 2 is subject to the rights described in the deed from the State of Maine recorded in the Aroostook County Registry of Deeds in Volume 1861, Page 18.

g. Right of Way Easement from Herbert C. Haynes, Herbert C. Haynes, Inc. and Lakeville Shores, Inc. to SP Forests LLC dated March 27, 2003 and recorded in the Southern Aroostook Registry of Deeds in Book 3794, Page 326.

h. Easement from Herbert C. Haynes, Inc. to Bangor Hydro-Electric Company dated September, 2003 and recorded in the Southern Aroostook Registry of Deeds in Book 3872, Page 104;

i. Rights and easements conveyed to others by Herbert C. Haynes, Inc. by deeds set forth in Exhibit A attached hereto.

j. Such state of facts as are shown on plans of land entitled Subdivision Plan TA R5 W.E.L.S. for Webber Timberlands by Prentiss & Carlisle Management Co., Inc. dated October 8, 1990 and recorded in the Southern Aroostook County Registry of Deeds in Plan Book 38, Pages 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B and 17A.

MOLU-1-6:

TBD.

MATT-R7-3:

TBD.

Received
AROOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4796 Ps139 #1401
02-17-2010 @ 02:30p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **VIRGINIA J. HAYNES**, an individual, with a mailing address of P. O. Box 96, Winn, Maine 04495 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Plantation of Macwahoc, County of Aroostook, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, for the operation of Transmission Facilities, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee, except as set forth in Section 28.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement

.Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form

satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided: (i) that any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; (v) publicly oppose any project associated with the rights granted

under this Agreement; or (vi) in the conduct of any timber harvesting and/or forest management operations and/or any other activities or undertakings conducted on the Land, violate or breach or fail to fully comply with any and all 1. permits, authorizations, and/or other approvals obtained by or on behalf of Grantee in connection with its activities on the Land and/or Easement Area and 2. laws and regulations then-applicable to the Land. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment required of Grantee under Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged

default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of

Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Virginia J. Haynes
P. O. Box 96
Winn, Maine 04495

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. **Tree Removal.** At least forty five (45) days prior to any substantial cutting of trees on the Land by Grantee related to the exercise of any of its easement rights during the period of the effectiveness of the Construction Easement hereunder, Grantee will inform Grantor of the area that is to be cut in order to give Grantor the opportunity to capture the timber value of the removed trees. Within thirty (30) days following sending of the notice by Grantee, Grantor shall provide Grantee a written notice and proposal for removing the timber and related operations required to satisfy Grantee's construction and permitting requirements and schedule ("**Grantor's Proposal**"). Within forty five (45) days following sending of the notice by Grantee, Grantee and Grantor shall attempt to agree on the terms of Grantor's Proposal including the volume, quantity and quality and the then-prevailing market stumpage value of the trees to be removed. Grantee may seek proposals from third parties other than Grantor as well. If Grantor's Proposal will cost Grantee the same as or less than, a third party's proposal and otherwise shall comply with the Grantee's construction and permitting requirements and schedule, then Grantee

shall use reasonable efforts to enter into an agreement with Grantor on the terms set out in Grantor's Proposal (as the same has been negotiated and/or mutually agreed upon). Grantor shall not be entitled to any payment from Grantee for stumpage, wood or timber removed by Grantor or its agents pursuant to Grantor's Proposal and any agreement related thereto, other than as expressly set out in such agreement. In the event Grantor shall not provide timely notice of Grantor's Proposal as set out above, or in the event Grantor's Proposal is greater than a third party's proposal, or Grantor shall not timely complete the cutting operations in strict accordance with Grantee's schedule and the agreed upon terms, Grantee may then elect to conduct the removal itself or through its agents.. In the event Grantee so elects to remove the trees itself, Grantee shall make the timber removed from the Land during construction by Grantee or its agents reasonably available to Grantor at the processing center or logging yard used by Grantee or its contractors, and Grantor shall be entitled to pick up such timber from the center or yard and sell it for its own accord, and all such timber and proceeds therefrom shall be and remain the property of Grantor and upon making such timber reasonably available to Grantor, Grantee shall have no obligation to pay Grantor any amount for stumpage, wood or timber that is removed by Grantee or on its behalf.

Grantee may, in Grantee's discretion, hire an independent forester to determine the volume, quantity and quality of the timber removed from the Land. In the event the parties disagree on valuation of the stumpage, the parties will negotiate to come to an agreement on value. Nothing in this Section 28 is intended to prohibit, restrict, delay or affect Grantee's construction schedule and Grantee's absolute right under this Agreement to clear and remove timber and vegetation and conduct any other activity related to its intended uses of the Easement Area and/or Land. Notwithstanding anything to the contrary contained in this Agreement (including Grantor's reserved rights in the Land), in order to protect and preserve the interests of Grantee hereunder, Grantor shall not conduct any timber harvesting and forest management operations on the Land prior to the termination of the Construction Easement without first obtaining the express written consent of the Grantee to such operations and activities, after submission of reasonably detailed plans showing the location of all such proposed operations and activities.

The obligations of Grantee and the rights of Grantor under this Section 28 shall automatically terminate upon termination of the Construction Easement without further action by Grantor or Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **VIRGINIA J. HAYNES**, has caused this instrument to be executed this 11th day of Jan, 2010.

Virginia J. Haynes

STATE OF MAINE §
§
COUNTY OF Penobscot § January 11th, 2010

Personally appeared the above-named VIRGINIA J. HAYNES and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Kim Rutty
Notary Public State of Maine

Print Name of Notary: Kim Rutty
Notary Public
My Commission Expires:
12-7-2011

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 9 day of February, 2010.

MAINE GENLEAD, LLC

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § February 9, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Virginia J. Haynes, a Maine corporation, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Deed of Distribution by Personal Representative dated March 3, 2009, by and between Herbert C. Haynes, Jr. and Ginger E. Maxwell, duly appointed and acting Personal Representatives of the Estate of Herbert C. Haynes, Deceased, recorded on March 11, 2009, in Book 4678, Page 119, at the Register of Deeds, Aroostook County, Maine. (MACW-3-7, MACW-3-3)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

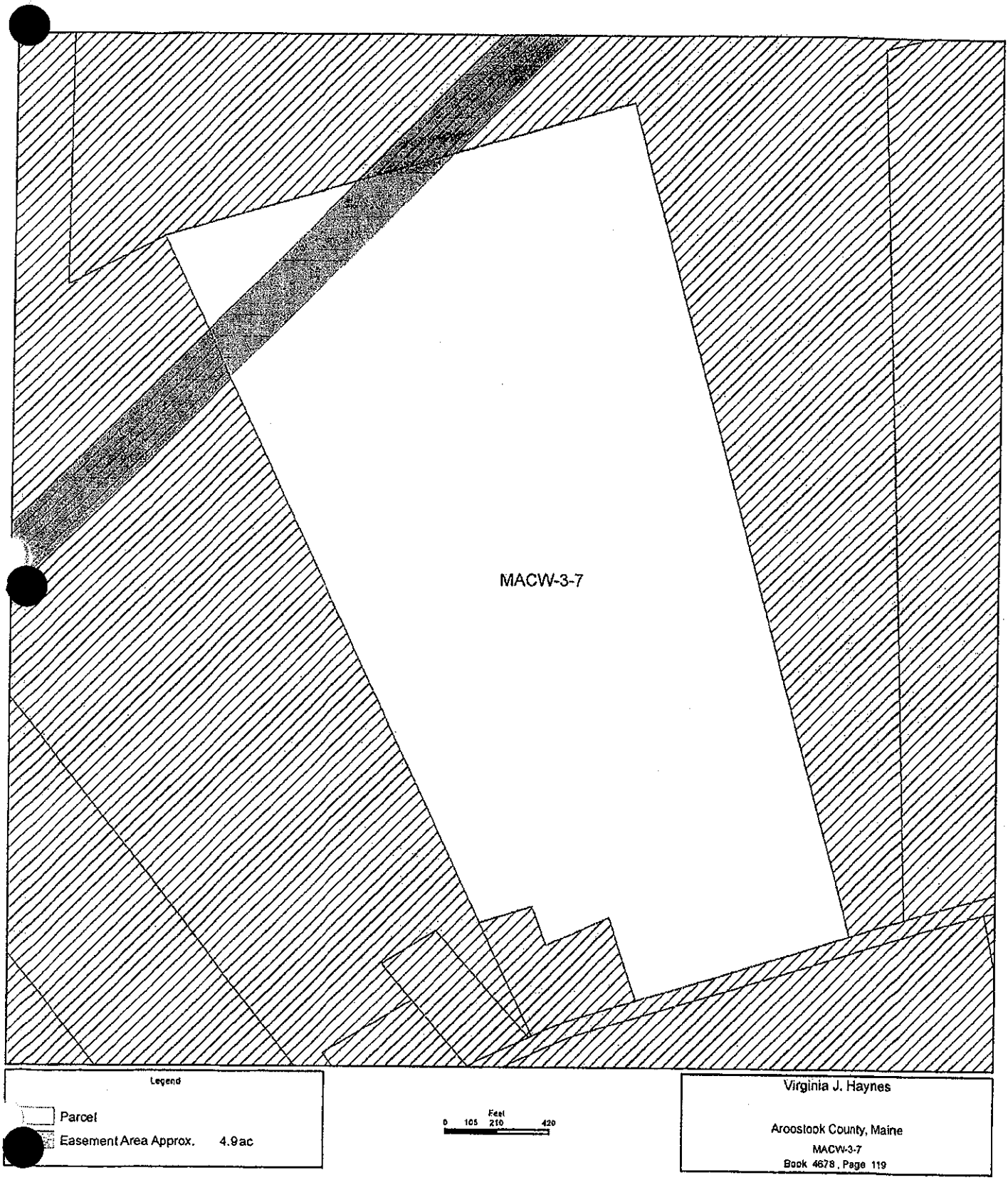


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

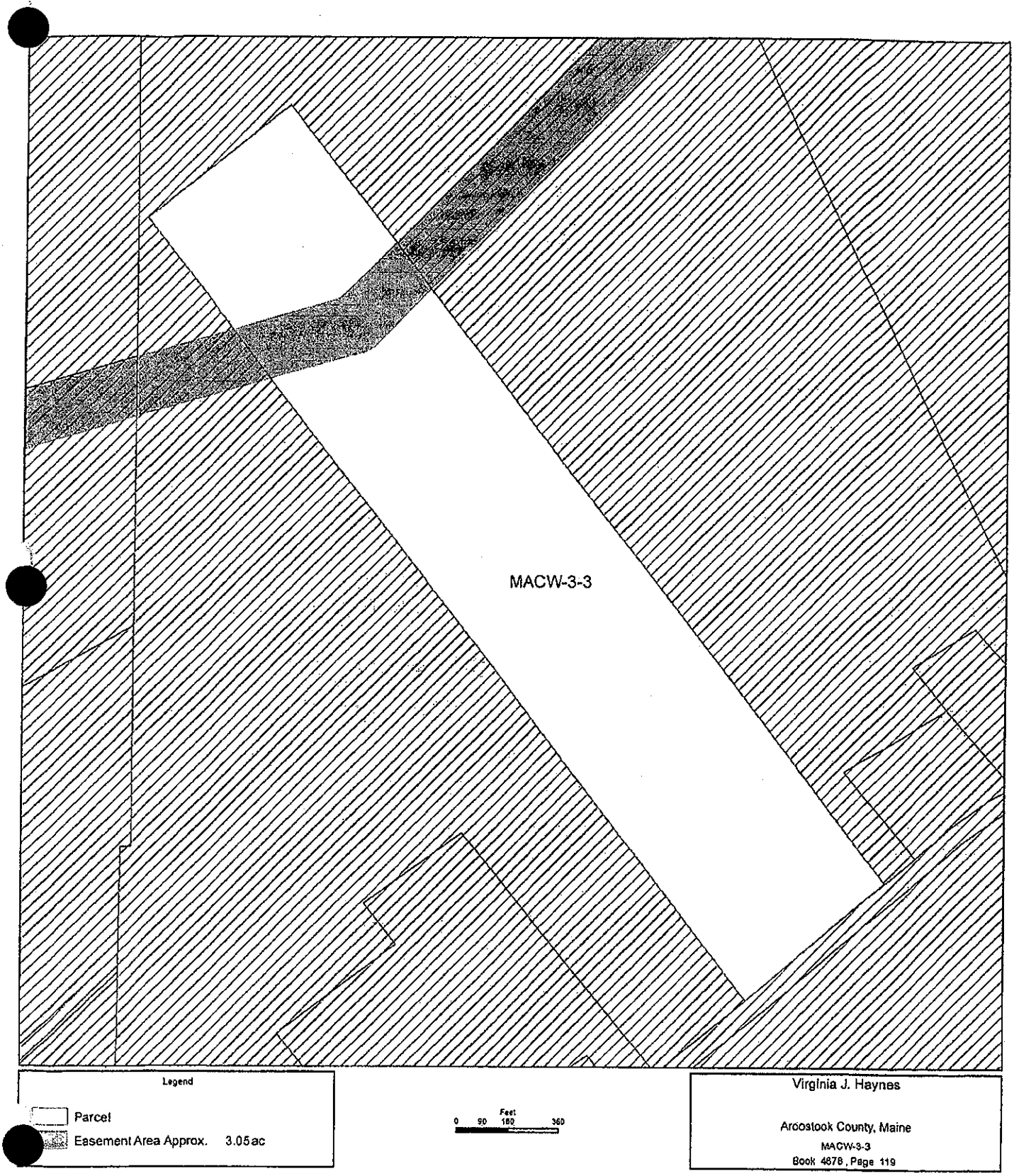


EXHIBIT C
Pre-Existing Encumbrances
Virginia J. Haynes Lots
00007571

MAC-3-7:

Deed of Pole Line Easements from Willard Hannington and Hollis Hannington, Jr., to Maine Public Service Company, dated November 6, 1968 and recorded in Vol. 1035, page 426 of the Aroostook County Registry of Deeds, Southern District.

MAC-3-3:

a. Pole Line Easement from Basil Pratt and Hester Pratt to Maine Electric Power Company dated October 24, 1967 and recorded in the Southern Aroostook Registry of Deeds in Book 1015, Page 160.

b. Pole Line Easement from Basil Pratt, Guardian of Steve Pratt to Maine Public Service Company dated November 6, 1968 and recorded in the Southern Aroostook Registry of Deeds in Book 1035, Page 384.

c. Pipe Line Easement conveyed by Donald A. Pratt to the United States of America dated August 25, 1952 and recorded in the Southern Aroostook Registry of Deeds in Book 648, Page 435.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4796 Pg139 #1401
02-17-2010 @ 02:30p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **VIRGINIA J. HAYNES**, an individual, with a mailing address of P. O. Box 96, Winn, Maine 04495 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Plantation of Macwahoc, County of Aroostook, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, for the operation of Transmission Facilities, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee, except as set forth in Section 28.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement

Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form

satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided: (i) that any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; (v) publicly oppose any project associated with the rights granted

under this Agreement; or (vi) in the conduct of any timber harvesting and/or forest management operations and/or any other activities or undertakings conducted on the Land, violate or breach or fail to fully comply with any and all 1. permits, authorizations, and/or other approvals obtained by or on behalf of Grantee in connection with its activities on the Land and/or Easement Area and 2. laws and regulations then-applicable to the Land. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment required of Grantee under Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged

default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of

Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Virginia J. Haynes
P. O. Box 96
Winn, Maine 04495

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. **Tree Removal.** At least forty five (45) days prior to any substantial cutting of trees on the Land by Grantee related to the exercise of any of its easement rights during the period of the effectiveness of the Construction Easement hereunder, Grantee will inform Grantor of the area that is to be cut in order to give Grantor the opportunity to capture the timber value of the removed trees. Within thirty (30) days following sending of the notice by Grantee, Grantor shall provide Grantee a written notice and proposal for removing the timber and related operations required to satisfy Grantee's construction and permitting requirements and schedule ("**Grantor's Proposal**"). Within forty five (45) days following sending of the notice by Grantee, Grantee and Grantor shall attempt to agree on the terms of Grantor's Proposal including the volume, quantity and quality and the then-prevailing market stumpage value of the trees to be removed. Grantee may seek proposals from third parties other than Grantor as well. If Grantor's Proposal will cost Grantee the same as or less than, a third party's proposal and otherwise shall comply with the Grantee's construction and permitting requirements and schedule, then Grantee

shall use reasonable efforts to enter into an agreement with Grantor on the terms set out in Grantor's Proposal (as the same has been negotiated and/or mutually agreed upon). Grantor shall not be entitled to any payment from Grantee for stumpage, wood or timber removed by Grantor or its agents pursuant to Grantor's Proposal and any agreement related thereto, other than as expressly set out in such agreement. In the event Grantor shall not provide timely notice of Grantor's Proposal as set out above, or in the event Grantor's Proposal is greater than a third party's proposal, or Grantor shall not timely complete the cutting operations in strict accordance with Grantee's schedule and the agreed upon terms, Grantee may then elect to conduct the removal itself or through its agents. In the event Grantee so elects to remove the trees itself, Grantee shall make the timber removed from the Land during construction by Grantee or its agents reasonably available to Grantor at the processing center or logging yard used by Grantee or its contractors, and Grantor shall be entitled to pick up such timber from the center or yard and sell it for its own accord, and all such timber and proceeds therefrom shall be and remain the property of Grantor and upon making such timber reasonably available to Grantor, Grantee shall have no obligation to pay Grantor any amount for stumpage, wood or timber that is removed by Grantee or on its behalf.

Grantee may, in Grantee's discretion, hire an independent forester to determine the volume, quantity and quality of the timber removed from the Land. In the event the parties disagree on valuation of the stumpage, the parties will negotiate to come to an agreement on value. Nothing in this Section 28 is intended to prohibit, restrict, delay or affect Grantee's construction schedule and Grantee's absolute right under this Agreement to clear and remove timber and vegetation and conduct any other activity related to its intended uses of the Easement Area and/or Land. Notwithstanding anything to the contrary contained in this Agreement (including Grantor's reserved rights in the Land), in order to protect and preserve the interests of Grantee hereunder, Grantor shall not conduct any timber harvesting and forest management operations on the Land prior to the termination of the Construction Easement without first obtaining the express written consent of the Grantee to such operations and activities, after submission of reasonably detailed plans showing the location of all such proposed operations and activities.

The obligations of Grantee and the rights of Grantor under this Section 28 shall automatically terminate upon termination of the Construction Easement without further action by Grantor or Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **VIRGINIA J. HAYNES**, has caused this instrument to be executed this 11th day of Jan, 2010.

Virginia J. Haynes

Virginia J. Haynes

STATE OF MAINE §
§
COUNTY OF Penobscot § January 11th, 2010

Personally appeared the above-named VIRGINIA J. HAYNES and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Kim Rutty
Notary Public State of Maine

Print Name of Notary: Kim Rutty
Notary Public
My Commission Expires:
12-7-2011

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 9 day of February, 2010.

MAINE GENLEAD, LLC

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § February 9, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Virginia J. Haynes, a Maine corporation, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Deed of Distribution by Personal Representative dated March 3, 2009, by and between Herbert C. Haynes, Jr. and Ginger E. Maxwell, duly appointed and acting Personal Representatives of the Estate of Herbert C. Haynes, Deceased, recorded on March 11, 2009, in Book 4678, Page 119, at the Register of Deeds, Aroostook County, Maine. (MACW-3-7, MACW-3-3)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

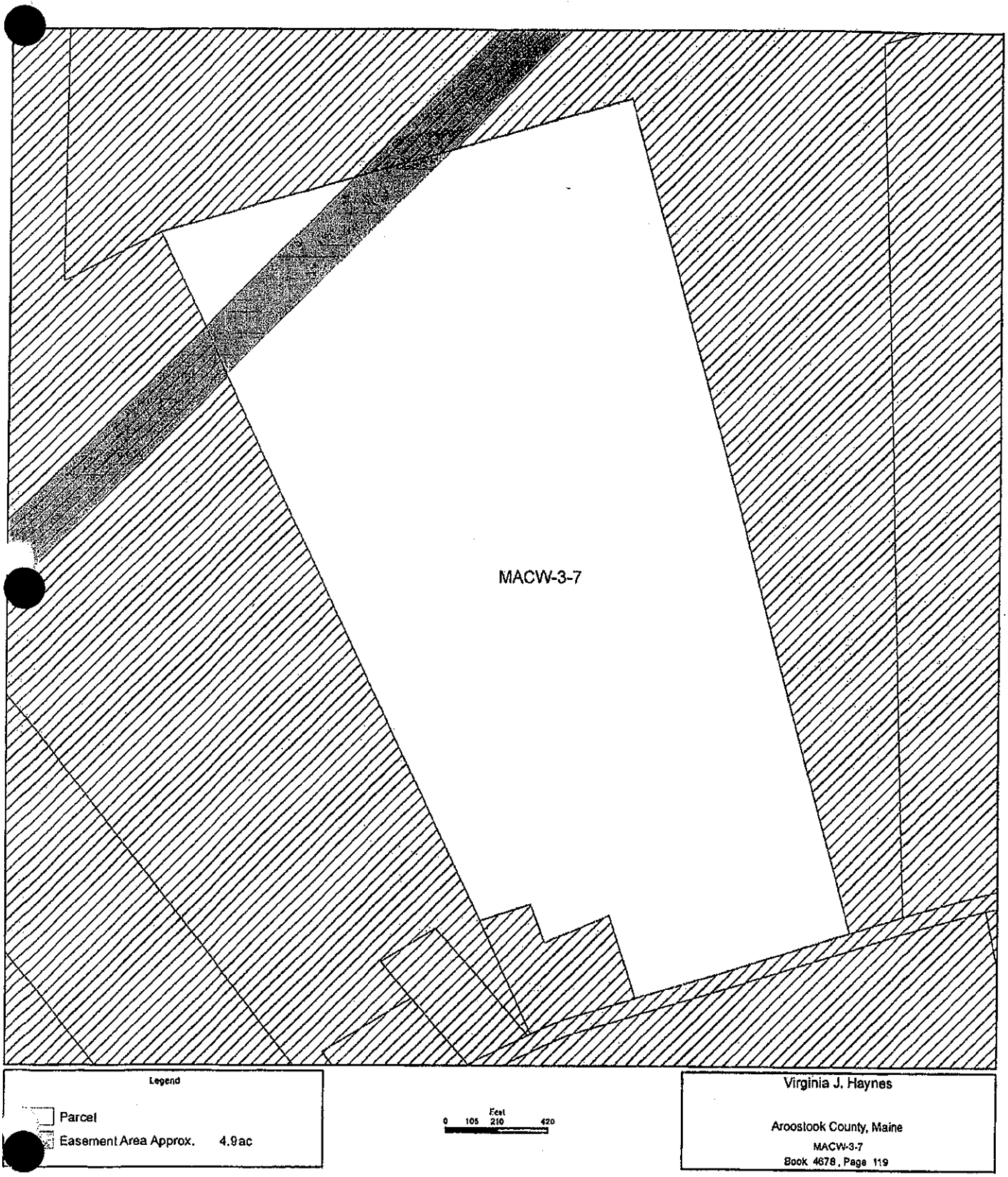


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

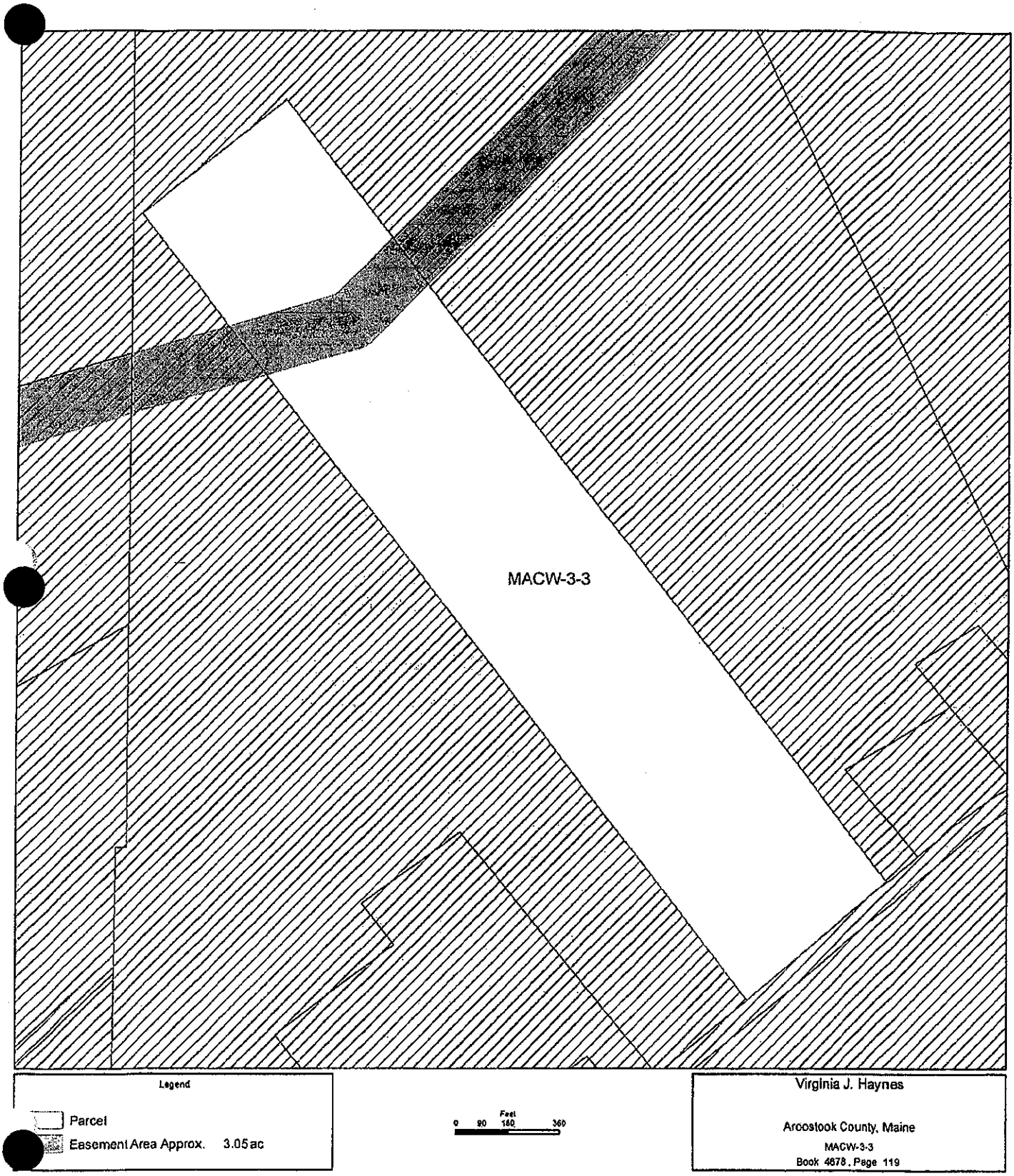


EXHIBIT C
Pre-Existing Encumbrances
Virginia J. Haynes Lots
00007571

MAC-3-7:

Deed of Pole Line Easements from Willard Hannington and Hollis Hannington, Jr., to Maine Public Service Company, dated November 6, 1968 and recorded in Vol. 1035, page 426 of the Aroostook County Registry of Deeds, Southern District.

MAC-3-3:

a. Pole Line Easement from Basil Pratt and Hester Pratt to Maine Electric Power Company dated October 24, 1967 and recorded in the Southern Aroostook Registry of Deeds in Book 1015, Page 160.

b. Pole Line Easement from Basil Pratt, Guardian of Steve Pratt to Maine Public Service Company dated November 6, 1968 and recorded in the Southern Aroostook Registry of Deeds in Book 1035, Page 384.

c. Pipe Line Easement conveyed by Donald A. Pratt to the United States of America dated August 25, 1952 and recorded in the Southern Aroostook Registry of Deeds in Book 648, Page 435.

Received
ARDOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4910 Pg38 #11041
02-01-2011 @ 04:00p

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

SELLER: **PENOBSCOT FOREST, LLC**, a Delaware limited liability company with a mailing address of 77 Franklin St., 10th Floor, Boston, MA 02110

PURCHASER: **MAINE GENLEAD, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises and Interests subject to Purchase and Sale Agreement:**

A. Easements for a transmission corridor to, on and across a portion of the property of Seller described in deed recorded in Book 4093, Page 248 of the Aroostook County Registry of Deeds (Southern District), together with access easements to said portion; said portion is described on Exhibit A attached hereto and is depicted on Exhibit B-1 through B-6 attached hereto, and the easements to said portion are depicted on Exhibits C-1 through C-5 attached hereto.

B. Fee simple interest in a portion of said property of Seller described in Book 4093, Page 248 and easements to said portion; said portion is described on Exhibit C attached hereto and is depicted on Exhibits B-7 attached hereto and the easements to said portion are depicted on Exhibit C-6 attached hereto.

II. **Date of Purchase and Sale Agreement:** August 3, 2010

III. **Date of Closing:** The closing (the "Closing") shall take place at 10:00 a.m. on (i) the first business day that is 30 days after the Permit Date but in no event later than December 1, 2012, or (ii) such earlier date as Purchaser may request. "Permit Date" is defined as the date upon which Purchaser has received any and all permits from the Maine Department of Environmental Protection that Purchaser determines necessary in connection with the construction and operation of its transmission corridor and the final resolution of any appeals thereof

IV. This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall constitute a single instrument.

In Witness Whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this 28th day of January, 2011.

WITNESS:

SELLER:
PENOBSCOT FOREST LLC
By: Kennebec Forest LLC, Its Managing Member
By: Black Bear Forest, Inc., Its Sole Member

By: Danielle Jankowski
Name: Danielle Jankowski
Its: Authorized Rep

Commonwealth of Massachusetts
County of

1/28/, 2011

Then personally appeared the above-named Authorized Person Daniel K Jenkins in his/her capacity as ~~President~~ of Black Bear Forest, Inc., Sole Member of Kennebec Forest LLC, Managing Member of PENOBSCOT FOREST LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said corporation and limited liability companies.

Before me,

KRISTEN NICHOLAS
Notary Public
Massachusetts
Commission Expires Aug 18, 2017

Notary Public

WITNESS:

PURCHASER:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

January 28, 2011

Then personally appeared the above-named Elizabeth Weir, Assistant Secy of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public
My commission expires: 12.2.16

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

LIST OF EXHIBITS:
Exhibit A – Easement Interests
Exhibit B-1 through B-6 – Depiction of Easement Areas
Exhibit B-7 – Depiction of Fee Area
Exhibit C – Description of Fee Area
Exhibit C-1 to C-5 – Depiction of Appurtenant Easement Locations to Easement Areas
Exhibit C-6 – Depiction of Appurtenant Easement Locations to Fee Area

EXHIBIT A
EASEMENTS INTERESTS

Transmission Easement Deed and Agreement to, on, under, over and across lands of Seller in T3R3 WELS (depicted on State tax maps thereof as Lot 1-2.1), Glenwood Plantation (depicted on Plantation tax maps thereof as Lot 1-1), North Yarmouth Academy Grant Township (depicted on State tax maps thereof as Lots 1-3, 1-4, and 1-6), and Macwahoc Plantation (depicted on State tax maps thereof as Lot 4-4), Aroostook County, Maine. The Transmission Easement to be granted under the Easement Agreement shall encumber those locations of Seller's lands shown as "Proposed 200' wide easement" on six sheets of the copy of the survey sketch plan (the "Plan") attached hereto and marked as **Exhibits B-1 through B-6**.

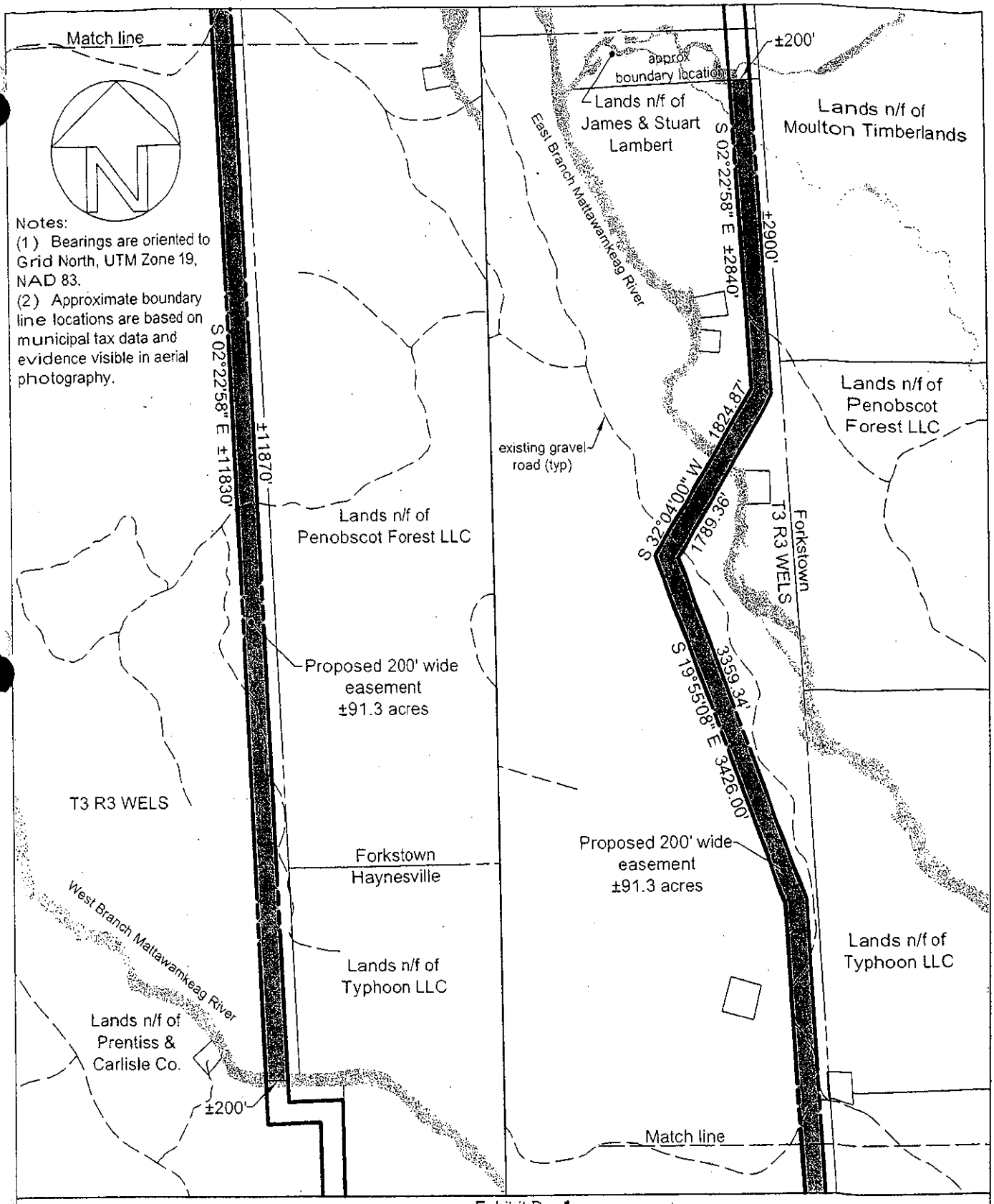


Exhibit B

Penobscot Forest LLC

Tax Map 1 Lot 2.1

Township 3 Range 3 WELS, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=1200'

Notes:

(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) With the exception of easement sidelines, boundary line locations are approximate and based on municipal tax data.

Line	Bearing	Distance
L1	N 53°40'17" E	±6880'
L2	Southerly	±250'
L3	S 53°40'17" W	±6870'
L4	Northerly	±245'
L5	N 53°40'17" E	±5755'
L6	Southerly	±250'
L7	S 53°40'17" W	±5335'
L8	Westerly	±335'
L9	N 53°40'17" E	±1665'
L10	S 0° 41' 29" E	246.09'
L11	S 53°40'17" W	±1255'
L12	Westerly	±330'

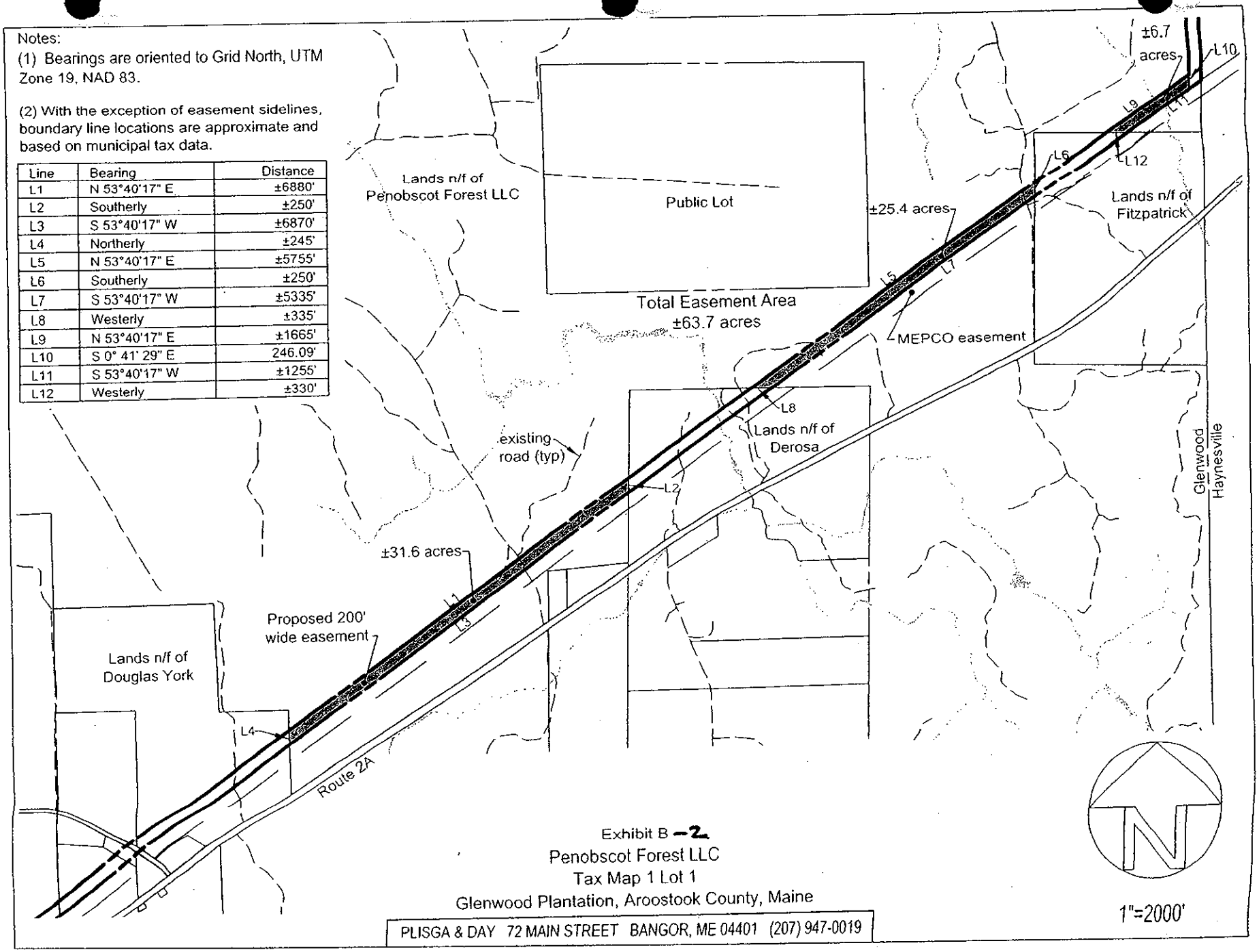


Exhibit B –2

Penobscot Forest LLC

Tax Map 1 Lot 1

Glenwood Plantation, Aroostook County, Maine

1"=2000'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

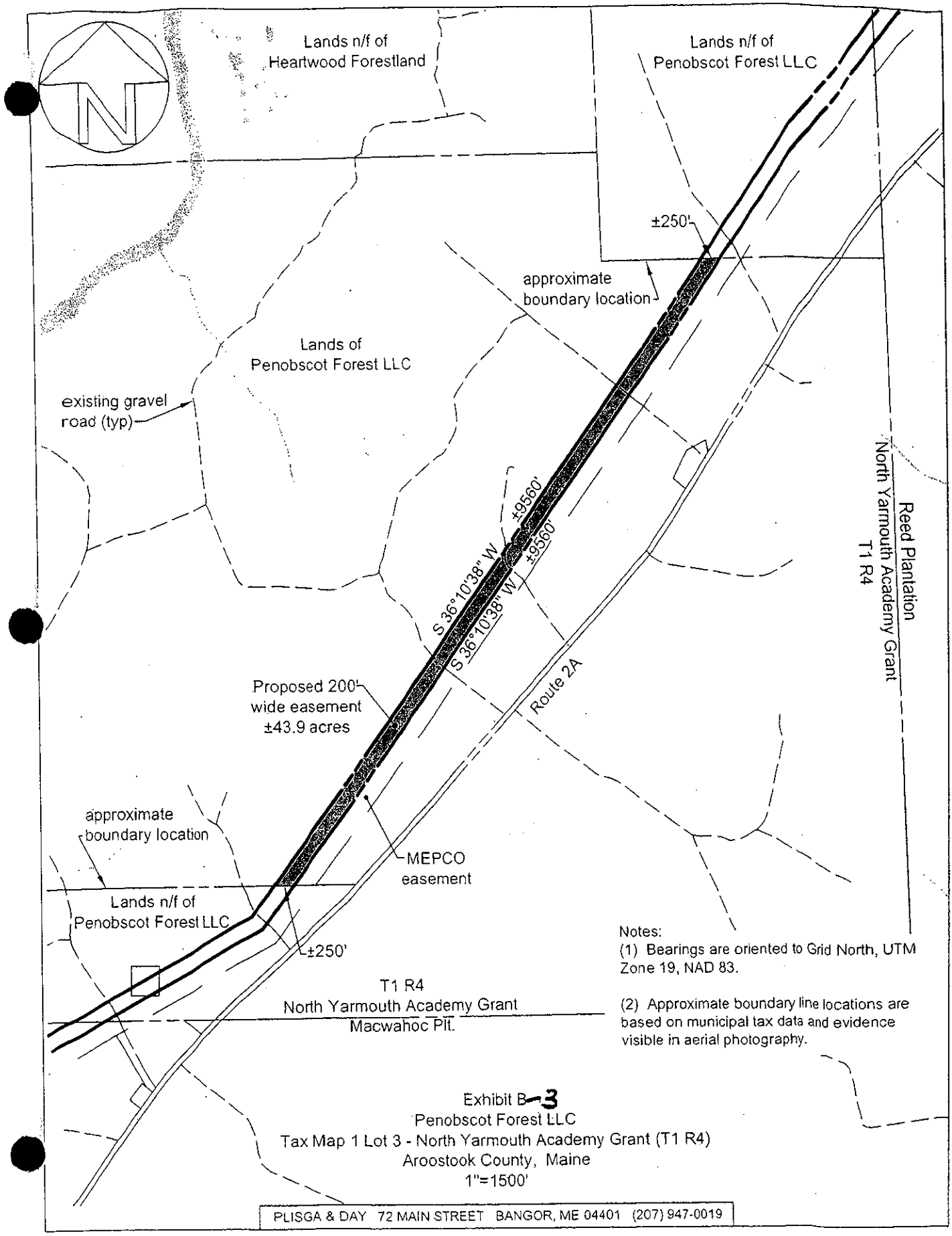
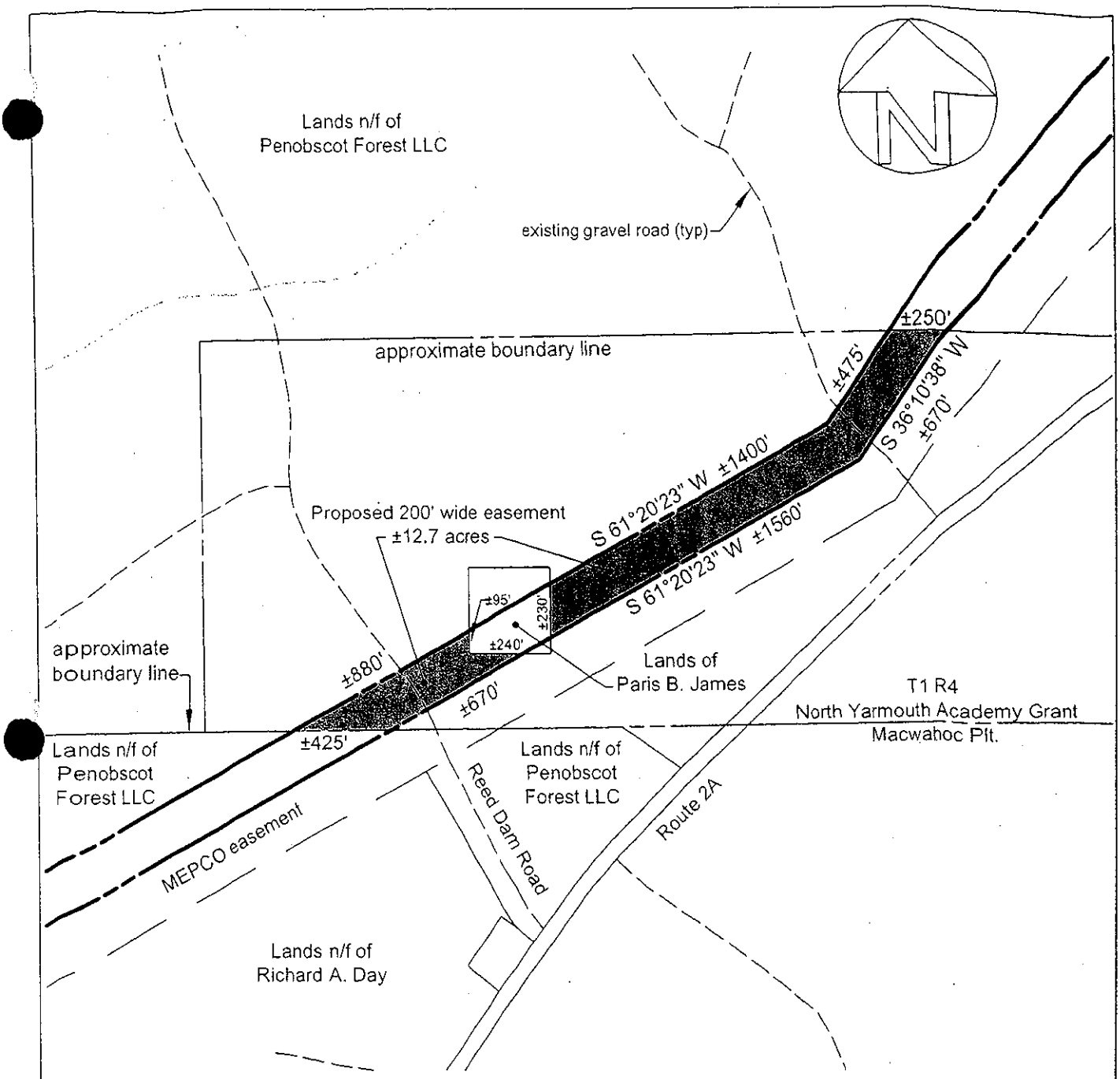


Exhibit B-3
Penobscot Forest LLC
Tax Map 1 Lot 3 - North Yarmouth Academy Grant (T1 R4)
Aroostook County, Maine
1"=1500'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B - 4
Penobscot Forest LLC
Tax Map 1 Lot 4 - North Yarmouth Academy Grant (T1 R4), Aroostook County, Maine

1"=600'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

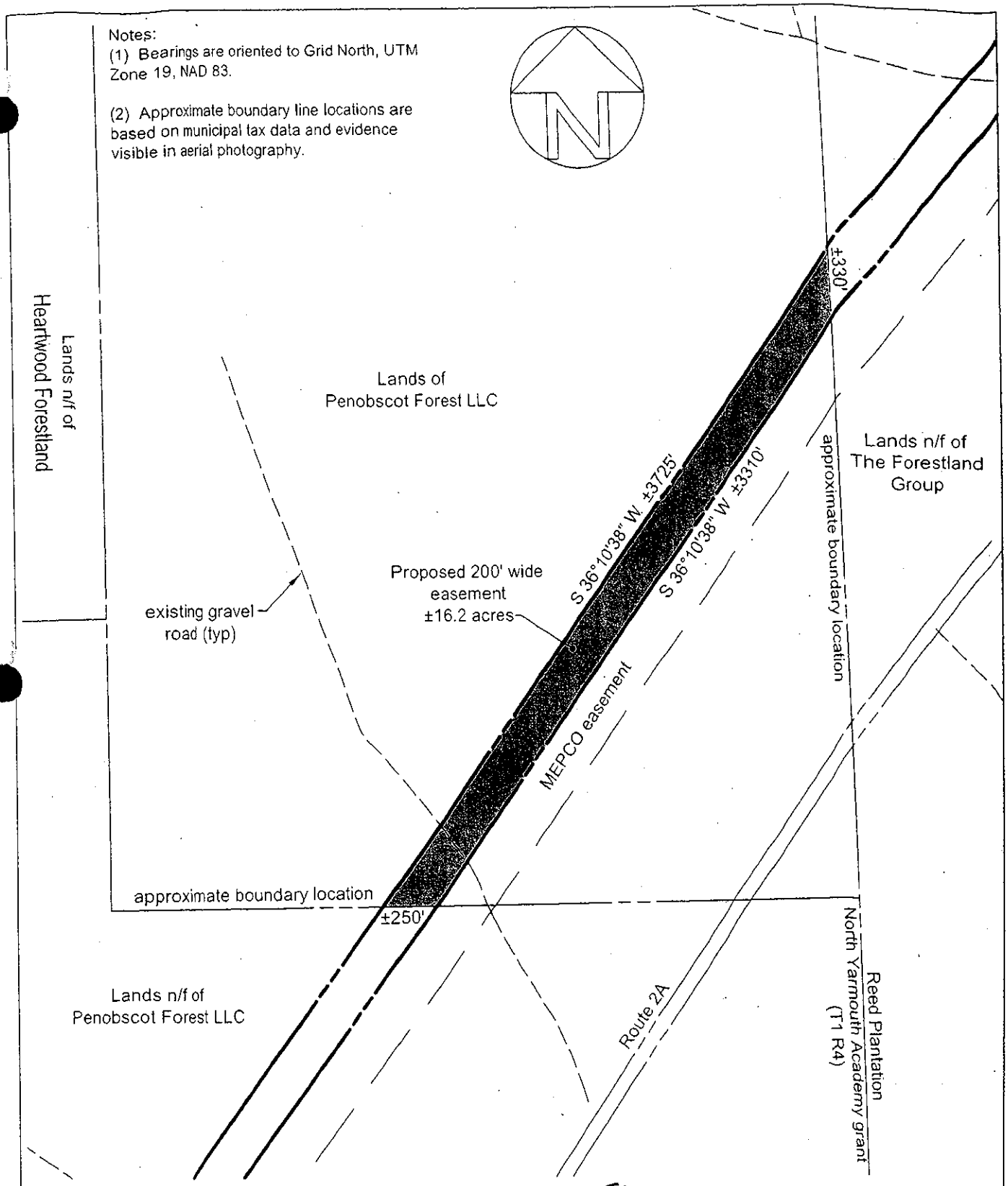


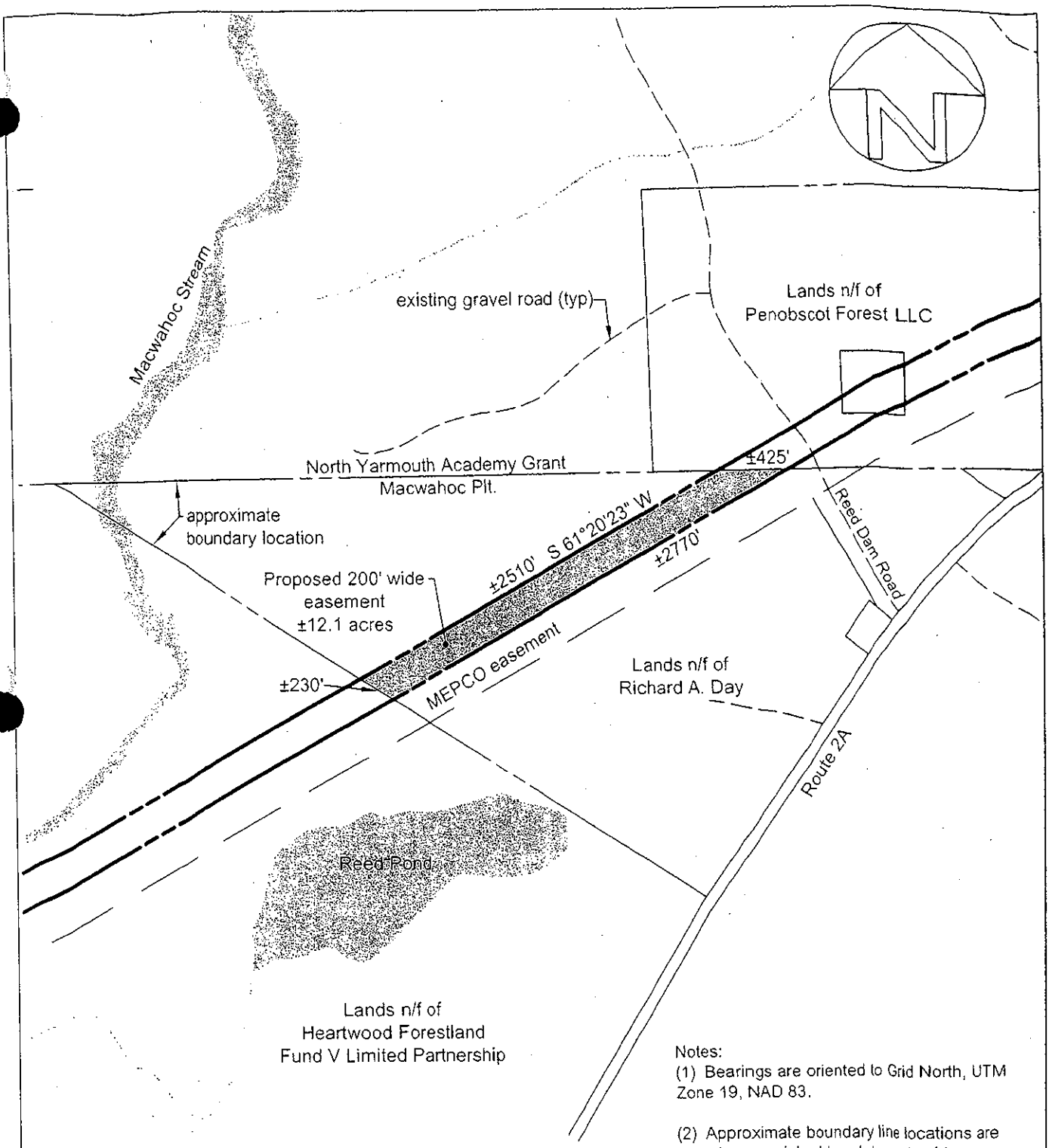
Exhibit B-5

Penobscot Forest LLC

Tax Map 1 Lot 6 - North Yarmouth Academy Grant (T1 R4), Aroostook County, Maine

1"=600'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



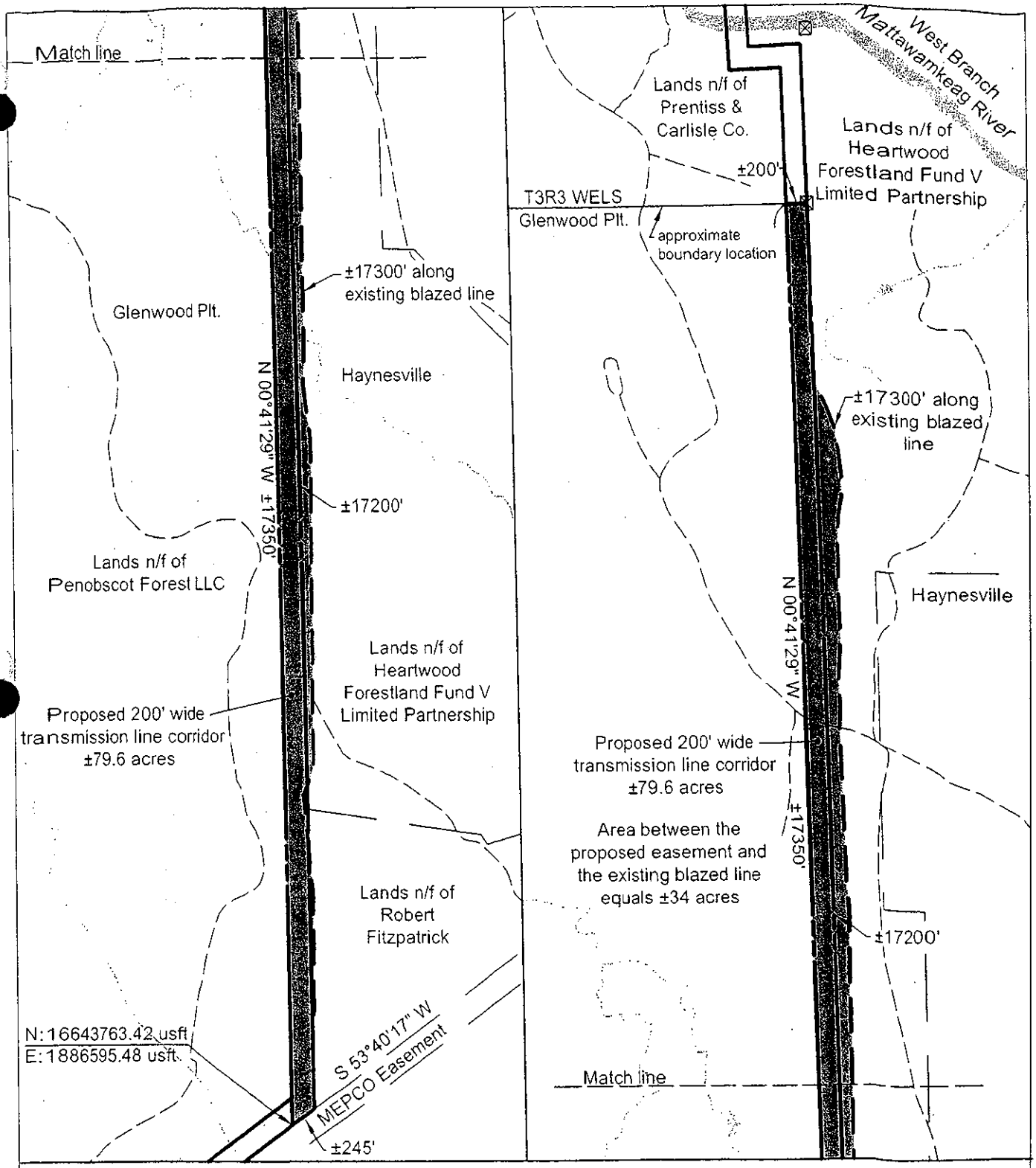
Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B-6
Penobscot Forest LLC
Tax Map 4 Lot 4 - Macwahoc, Aroostook County, Maine

1"=800'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:

(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

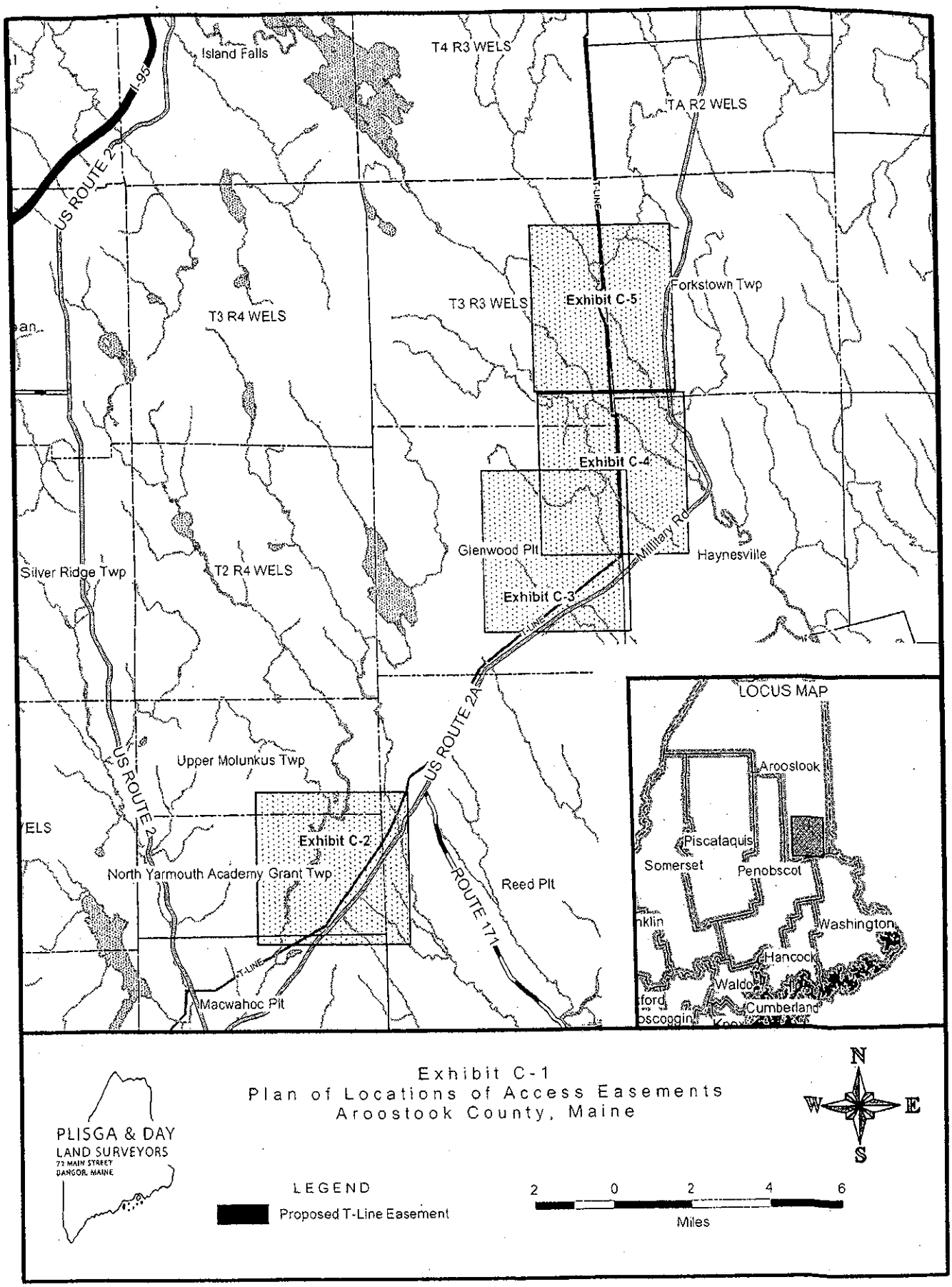
Exhibit B-7
Penobscot Forest LLC
Tax Map 1 Lot 1
Glenwood Plantation, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=1200'

EXHIBIT C
FEE INTERESTS

That portion of Seller's lands in Glenwood Plantation, Aroostook County, Maine (which lands are depicted on Plantation tax maps as Lot 1-1) shown on the sheet of the Plan attached hereto and marked as **Exhibit B-7** as (i) a shaded area marked "Proposed 200' wide transmission line corridor" and (ii) as the shaded area lying easterly of the easterly boundary of said 200' wide corridor (the "Fee Area"). The Fee Area shall be conveyed together with the benefit of appurtenant easements for access and construction as set forth in set forth in **Exhibit C-6** attached hereto.


Island Falls
T4 R3 WELS
TA R2 WELS
I-95
US ROUTE 2
T-LINE
Forkstown Twp
T3 R3 WELS
Exhibit C-5
T3 R4 WELS
Exhibit C-4
Military Rd
Glenwood Plt
Haynesville
Silver Ridge Twp
T2 R4 WELS
Exhibit C-3
US ROUTE 2A
Upper Molunkus Twp
US ROUTE 2
Exhibit C-2
North Yarmouth Academy Grant Twp
Reed Plt
ROUTE 171
Macwahoc Plt
LOCUS MAP
Aroostook
Piscataquis
Somerset
Penobscot
Washington
Hancock
Waldo
Cumberland
PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE
Exhibit C-1
Plan of Locations of Access Easements
Aroostook County, Maine
N
W
E
S
LEGEND
Proposed T-Line Easement
2 0 2 4 6
Miles

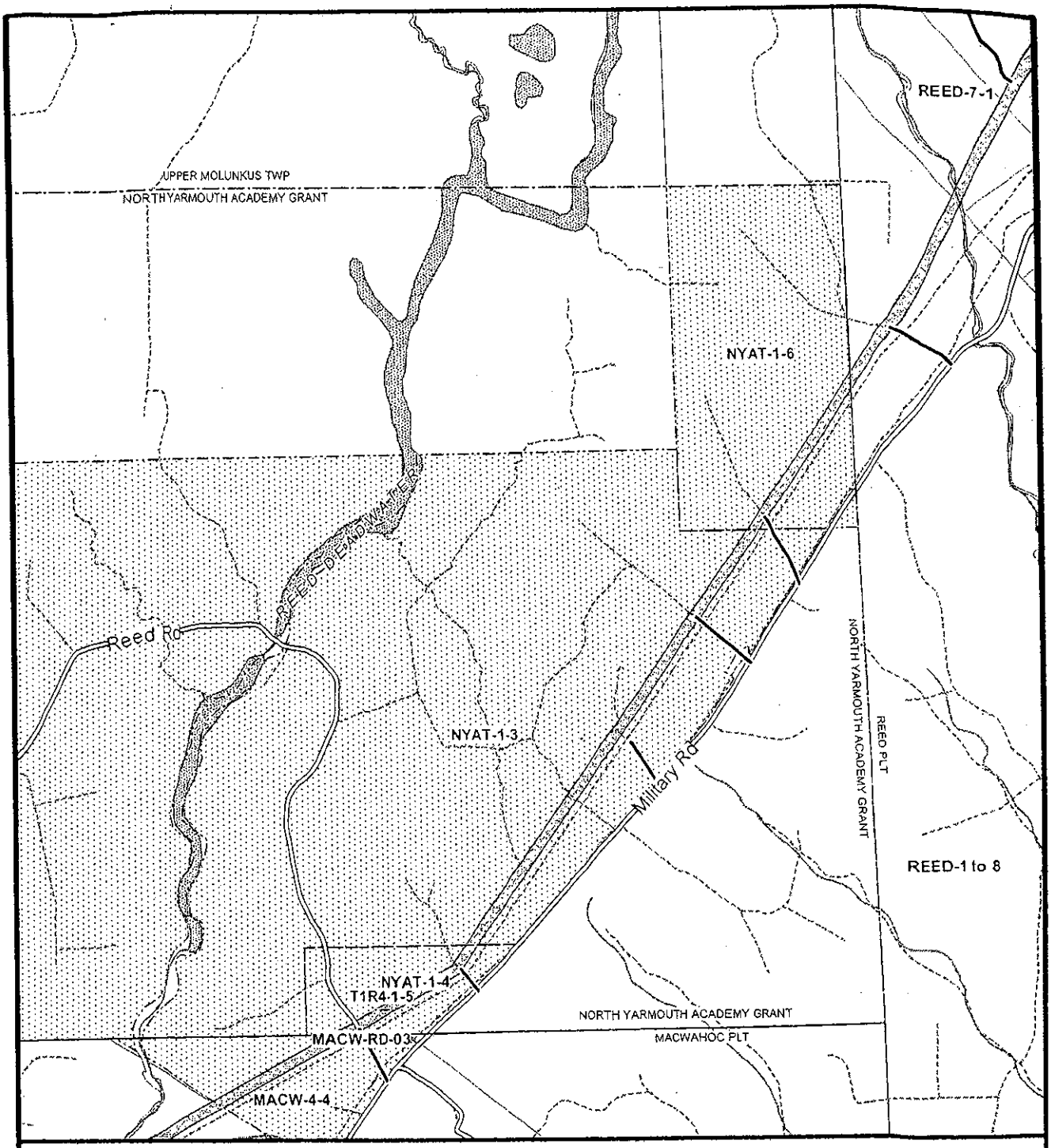


Exhibit C-2
Plan of Location of Access Easements
North Yarmouth Academy Grant Township
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

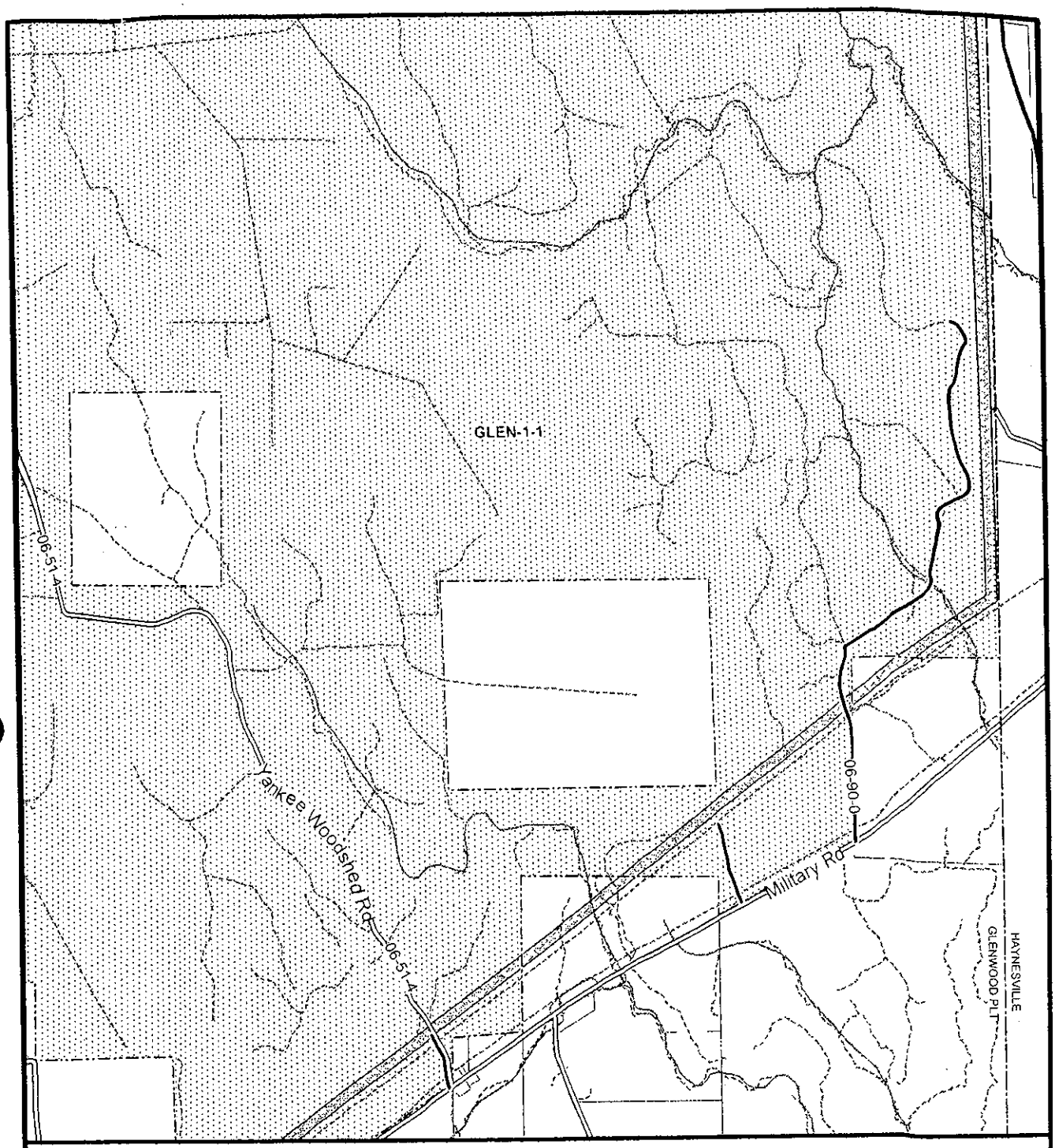


Exhibit C-3
Plan of Location of Access Easements
Glenwood Plantation
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

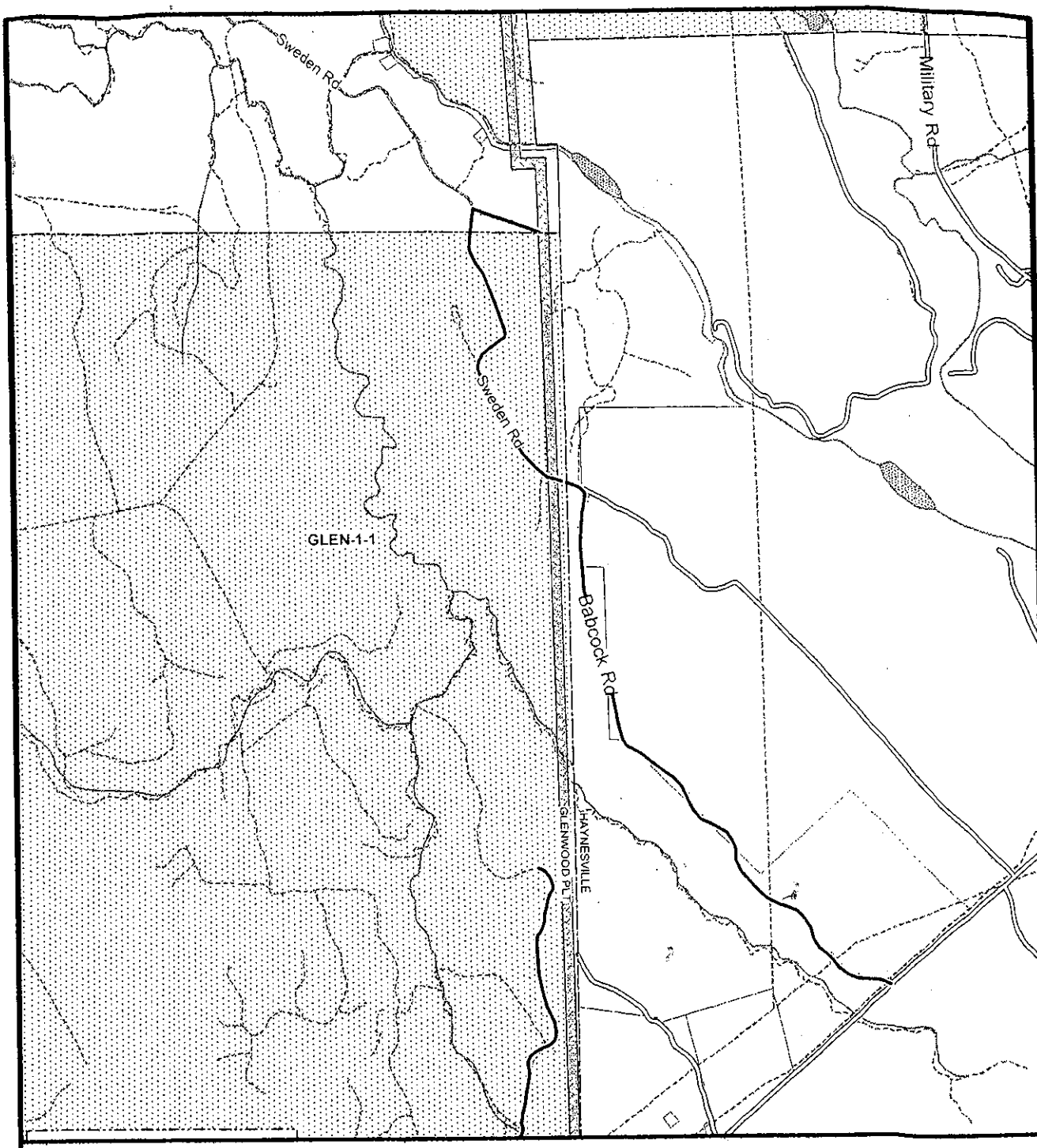


Exhibit C-4
Plan of Location of Access Easements
Glenwood Plantation & Haynesville
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

Access Easement Location

Penobscot Forest LLC Ownership

Proposed T-Line Easement

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

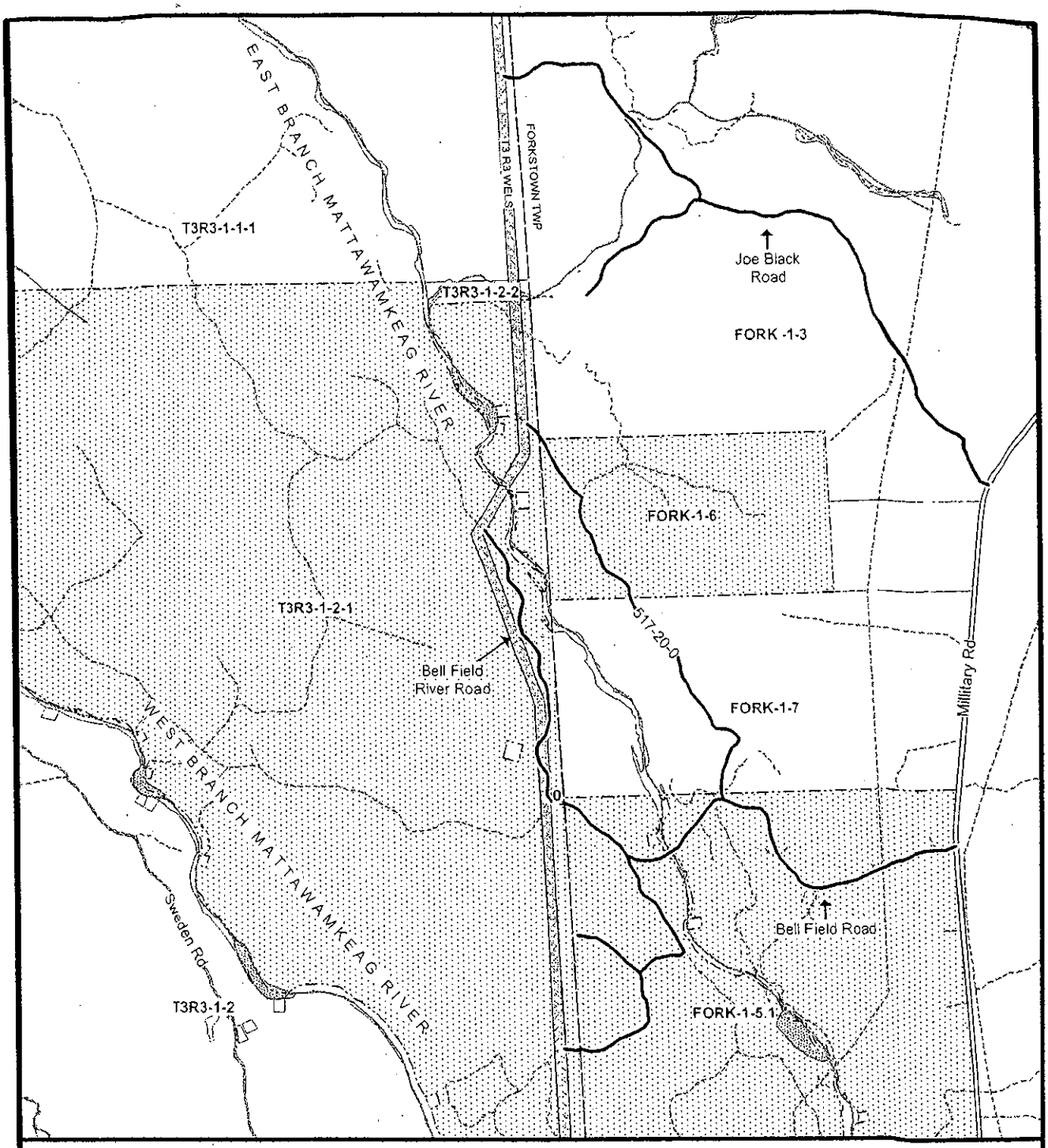


Exhibit C-5
Plan of Location of Access Easements
T3 R3 WELS & Forkstown Township
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
73 MAIN STREET
BANGOR, MAINE

LEGEND

- Access Easement Location
- Penobscot Forest LLC Ownership
- Proposed T-Line Easement

N W E S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

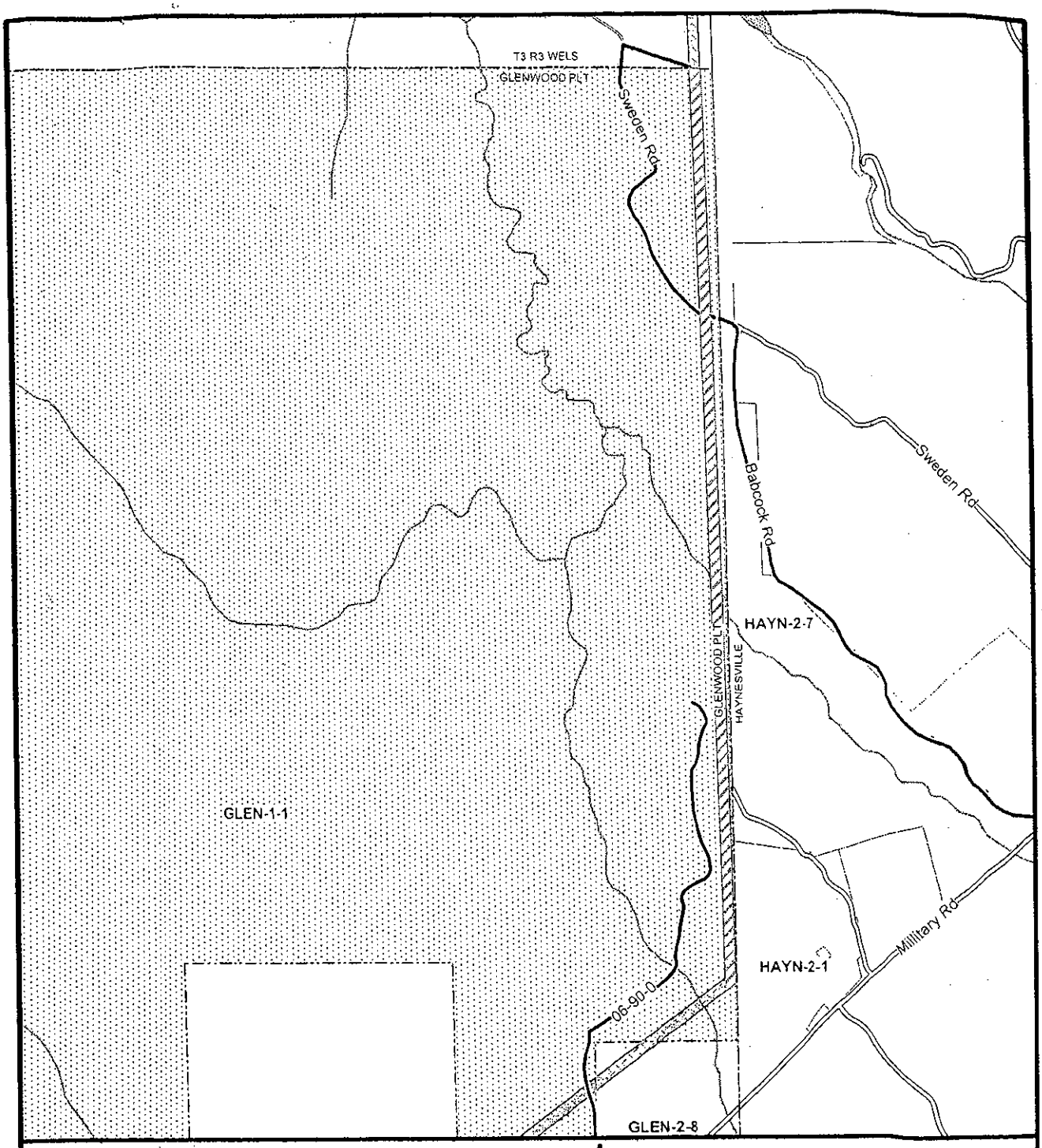


Exhibit C-1

Plan of Location of Access Easements
Glenwood Plantation
Aroostook County, Maine

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE

LEGEND

- Access Easement Location
- Proposed T-Line Easement
- Maine Gen Lead Fee Ownership (to be transferred)
- Penobscot Forest LLC Ownership

N
W E
S

0.25 0 0.25 0.5 0.75 1 1.25
Miles

Scale: 1" = 1/2 Mile

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 4796 Ps117 #1400
02-17-2010 @ 02:30p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **HERBERT C. HAYNES, INC.**, a Maine corporation, with a mailing address of P. O. Box 96, Winn, Maine 04495 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Molunkus and the Plantation of Macwahoc, County of Aroostook, and the Township of Mattawamkeag, County of Penobscot, Maine, described in those deeds recorded in the Aroostook and Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the **"Easement Area"**). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, for the operation of the Transmission Facilities, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee, except as set forth in Section 28.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and

operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of

such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to

record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided: (i) that any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the

purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; (v) publicly oppose any project associated with the rights granted under this Agreement; or (vi) in the conduct of any timber harvesting and/or forest management operations and/or any other activities or undertakings conducted on the Land, violate or breach or fail to fully comply with any and all 1. permits, authorizations, and/or other approvals obtained by or on behalf of Grantee in connection with its activities on the Land and/or Easement Area and 2. laws and regulations then-applicable to the Land. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment required of Grantee under Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land

are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to

any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Herbert C. Haynes, Inc.
c/o Herbert C. Haynes, Jr., President
P. O. Box 96
Winn, Maine 04495

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any

court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. **Tree Removal.** At least forty five (45) days prior to any substantial cutting of trees on the Land by Grantee related to the exercise of any of its easement rights during the period of the effectiveness of the Construction Easement hereunder, Grantee will inform Grantor of the area that is to be cut in order to give Grantor the opportunity to capture the timber value of the removed trees. Within thirty (30) days following sending of the notice by Grantee, Grantor shall provide Grantee a written notice and proposal for removing the timber and related operations required to satisfy Grantee's construction and permitting requirements and schedule ("**Grantor's Proposal**"). Within forty five (45) days following sending of the notice by Grantee, Grantee and Grantor shall attempt to agree on the terms of Grantor's Proposal including

the volume, quantity and quality and the then-prevailing market stumpage value of the trees to be removed. Grantee may seek proposals from third parties other than Grantor as well. If Grantor's Proposal will cost Grantee the same as or less than, a third party's proposal and otherwise shall comply with the Grantee's construction and permitting requirements and schedule, then Grantee shall use reasonable efforts to enter into an agreement with Grantor on the terms set out in Grantor's Proposal (as the same has been negotiated and/or mutually agreed upon). Grantor shall not be entitled to any payment from Grantee for stumpage, wood or timber removed by Grantor or its agents pursuant to Grantor's Proposal and any agreement related thereto, other than as expressly set out in such agreement. In the event Grantor shall not provide timely notice of Grantor's Proposal as set out above, or in the event Grantor's Proposal is greater than a third party's proposal, or Grantor shall not timely complete the cutting operations in strict accordance with Grantee's schedule and the agreed upon terms, Grantee may then elect to conduct the removal itself or through its agents. In the event Grantee so elects to remove the trees itself, Grantee shall make the timber removed from the Land during construction by Grantee or its agents reasonably available to Grantor at the processing center or logging yard used by Grantee or its contractors, and Grantor shall be entitled to pick up such timber from the center or yard and sell it for its own accord, and all such timber and proceeds therefrom shall be and remain the property of Grantor and upon making such timber reasonably available to Grantor, Grantee shall have no obligation to pay Grantor any amount for stumpage, wood or timber that is removed by Grantee or on its behalf.

Grantee may, in Grantee's discretion, hire an independent forester to determine the volume, quantity and quality of the timber removed from the Land. In the event the parties disagree on valuation of the stumpage, the parties will negotiate to come to an agreement on value. Nothing in this Section 28 is intended to prohibit, restrict, delay or affect Grantee's construction schedule and Grantee's absolute right under this Agreement to clear and remove timber and vegetation and conduct any other activity related to its intended uses of the Easement Area and/or Land. Notwithstanding anything to the contrary contained in this Agreement (including Grantor's reserved rights in the Land), in order to protect and preserve the interests of Grantee hereunder, Grantor shall not conduct any timber harvesting and forest management operations on the Land prior to the termination of the Construction Easement without first obtaining the express written consent of the Grantee to such operations and activities, after submission of reasonably detailed plans showing the location of all such proposed operations and activities.

The obligations of Grantee and the rights of Grantor under this Section 28 shall automatically terminate upon termination of the Construction Easement without further action by Grantor or Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **HERBERT C. HAYNES, INC.**, has caused this instrument to be executed by its duly authorized representative this 9th day of Feb, 2010.

HERBERT C. HAYNES, INC.,
a Maine corporation

By: _____
Herbert C. Haynes, Jr., President

STATE OF MAINE §
§
COUNTY OF Penobscot § February 9th, 2010

Personally appeared the above-named Herbert C. Haynes, Jr., President, of HERBERT C. HAYNES, INC., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

_____
Notary Public State of Maine

Print Name of Notary: Kim Rutty
Notary Public
My Commission Expires:
12-7-2011

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 9th day of February, 2010.

MAINE GENLEAD, LLC

By: _____

Name: Elizabeth Weir

Its: Assistant Secretary

Commonwealth

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § Feb 9th, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of said limited liability company.

Before me,

_____

Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Herbert C. Haynes, Inc., a Maine corporation, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Trustee's Deed dated May 28, 1998, by and between Edward D. Leonard III of Bangor, Penobscot County, Maine, not individually but only in his capacity as Trustee of Land Exchange Trust under Declaration of Trust dated November 1, 1991, as Grantor, and Herbert C. Hayes, Inc., a Maine corporation, as Grantee, recorded May 29, 1998, in Book 3140, Page 109, at the Register of Deeds, Aroostook County, Maine. (MOLU-1-9, MOLU-1-16, MOLU-1-17)

2. Warranty Deed dated November 22, 1985, by and between Peggy G. Daniels, as Grantor, and H. C. Haynes, Inc., a Maine Business Corporation, as Grantee, recorded on December 2, 1985, in Book 3755, Page 66, at the Register of Deeds, Penobscot County, Maine. (MATT-R7-3)

3. Quitclaim Deed with Covenant dated June 30, 1982, by and between, Diamond International Corporation, a Delaware corporation, as Grantor, and Herbert C. Haynes, Inc., a Maine corporation, as Grantee, recorded August 3, 1982, in Book 1608, Page 33, at the Register of Deeds, Arookstook County, Maine. (MOLU-1-6)

4. Quit Claim Deed dated November 17, 1965, by and between Elizabeth Haynes, as Grantor, and Herbert C. Haynes, Inc., a corporation organized under the laws of the State of Maine, as Grantee, recorded December 2, 1965, in Book 962, Page 171, at the Register of Deeds, Aroostook County, Maine. (MACW-3-1)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Easement Area

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

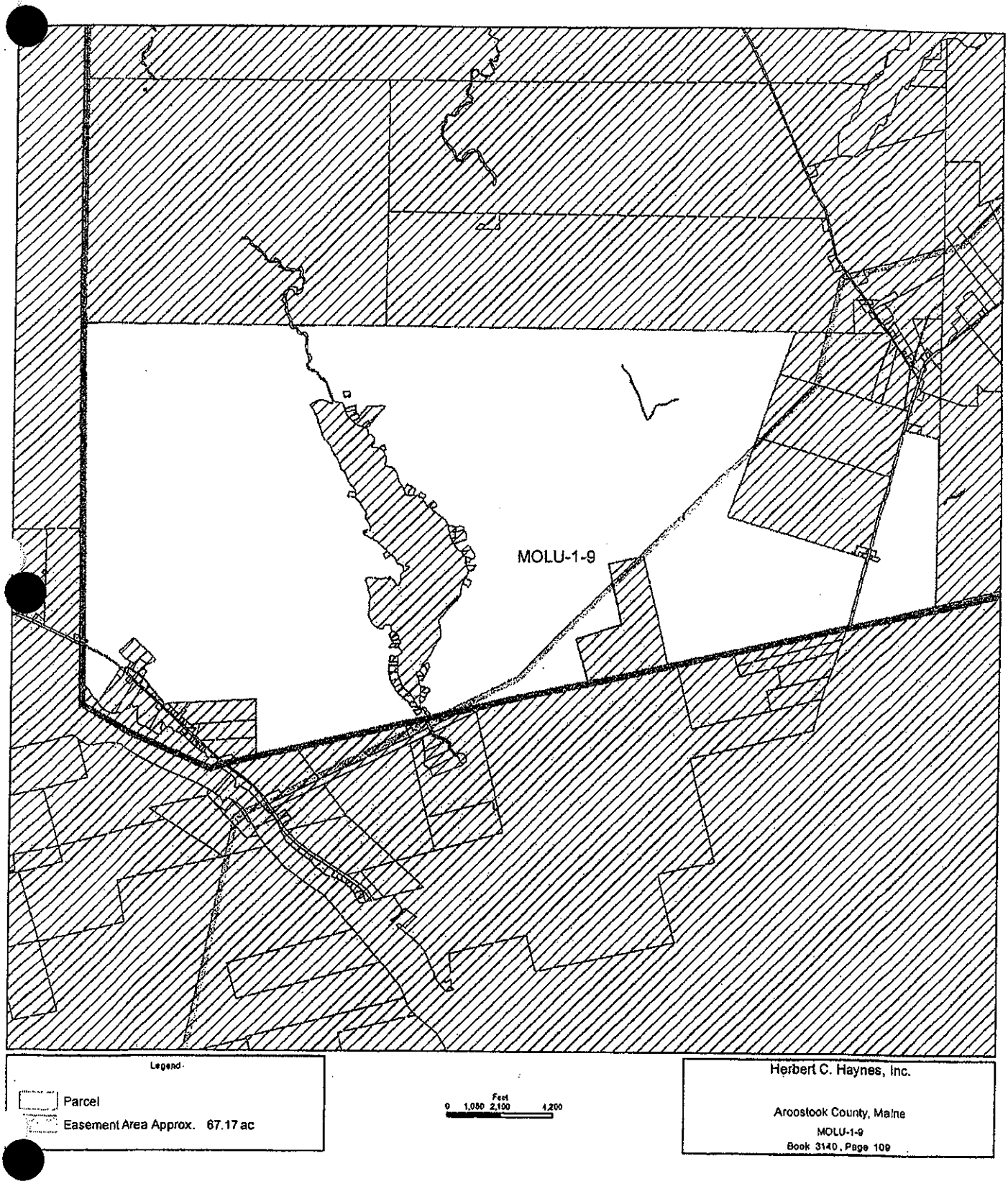


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

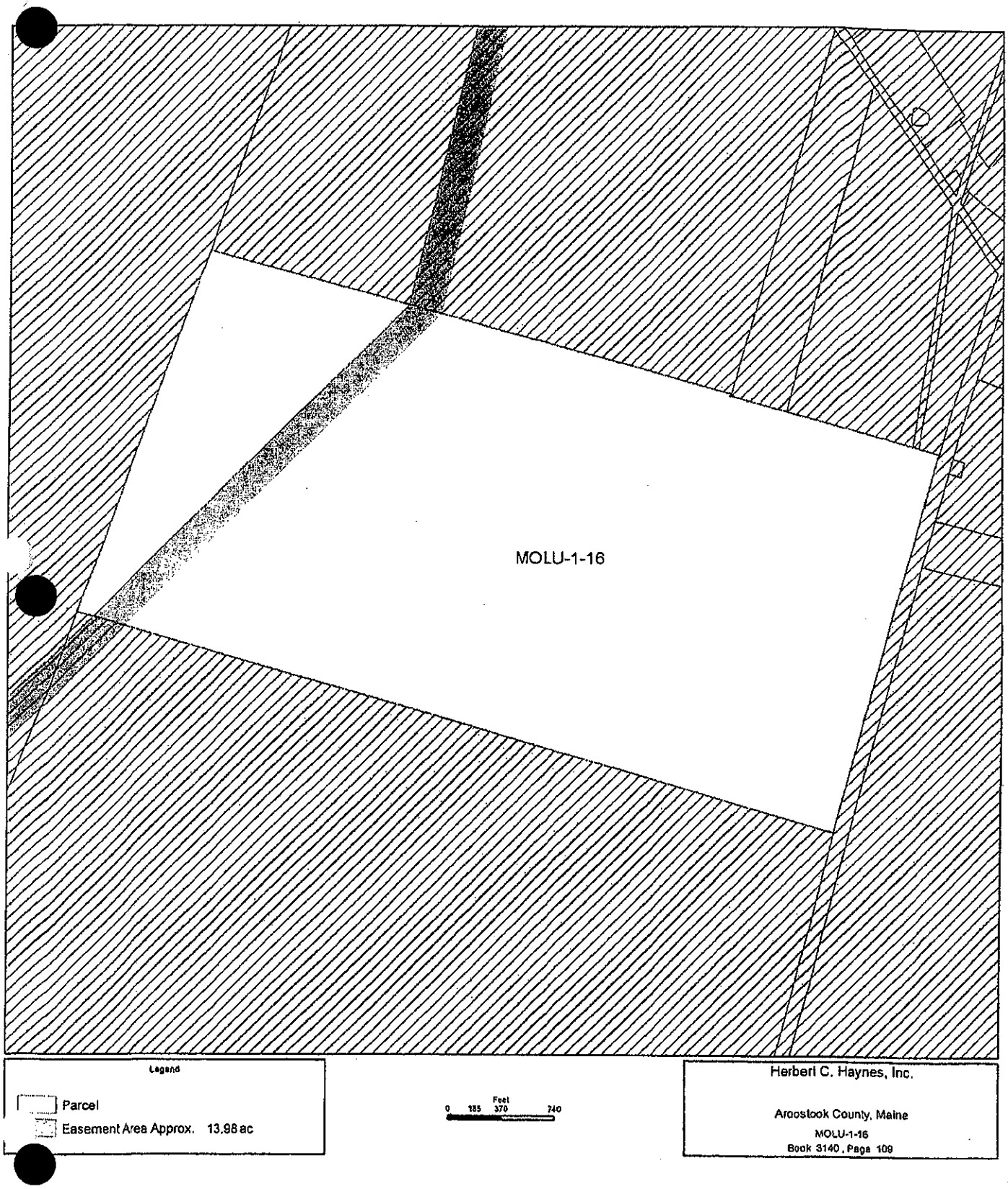
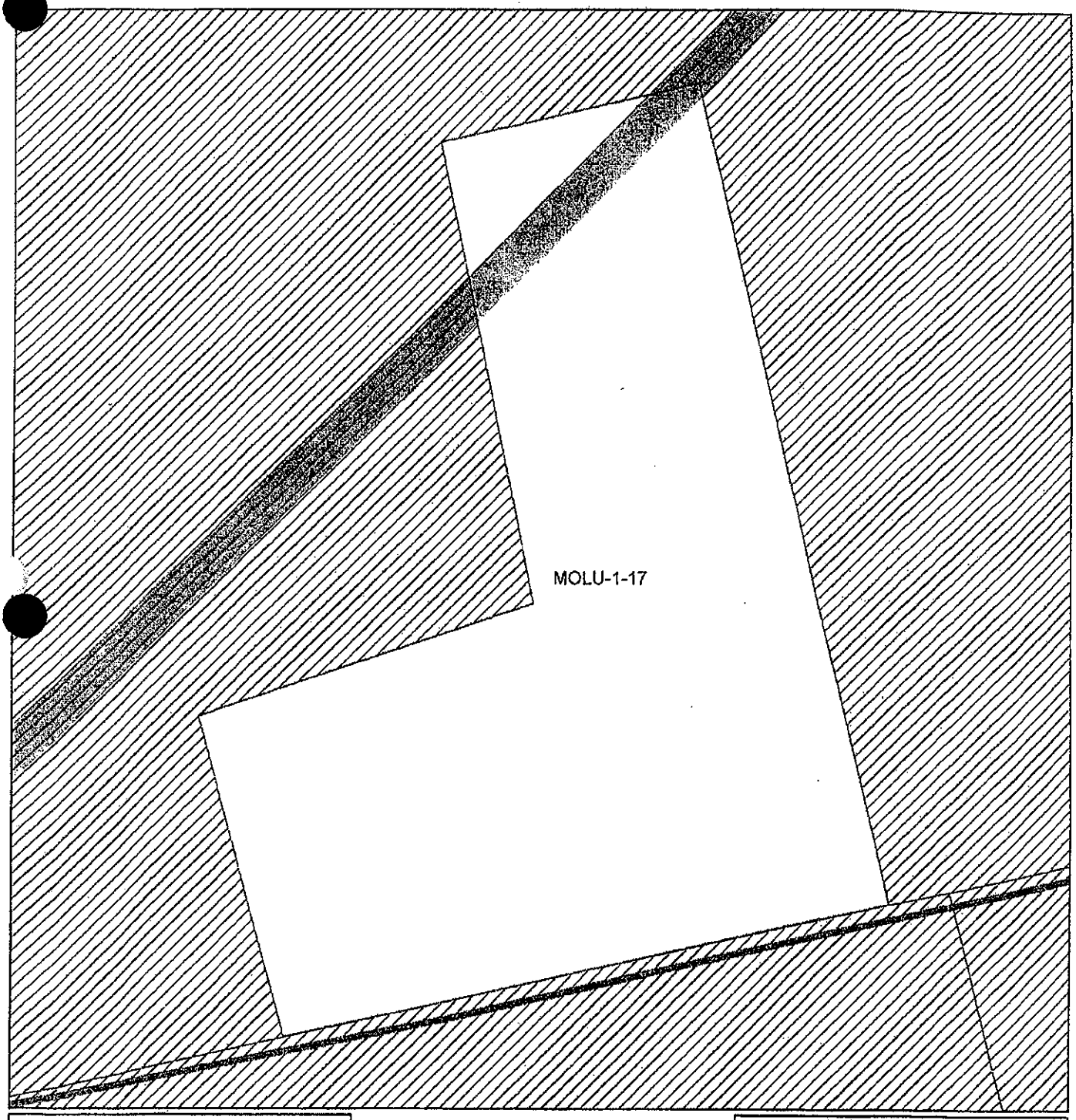


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



Legend

Parcel

Easement Area Approx. 7.14 ac

Feet
0 150 300 600

Herbert C. Haynes, Inc.

Aroostook County, Maine

MOLU-1-17

Book 3140, Page 109

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

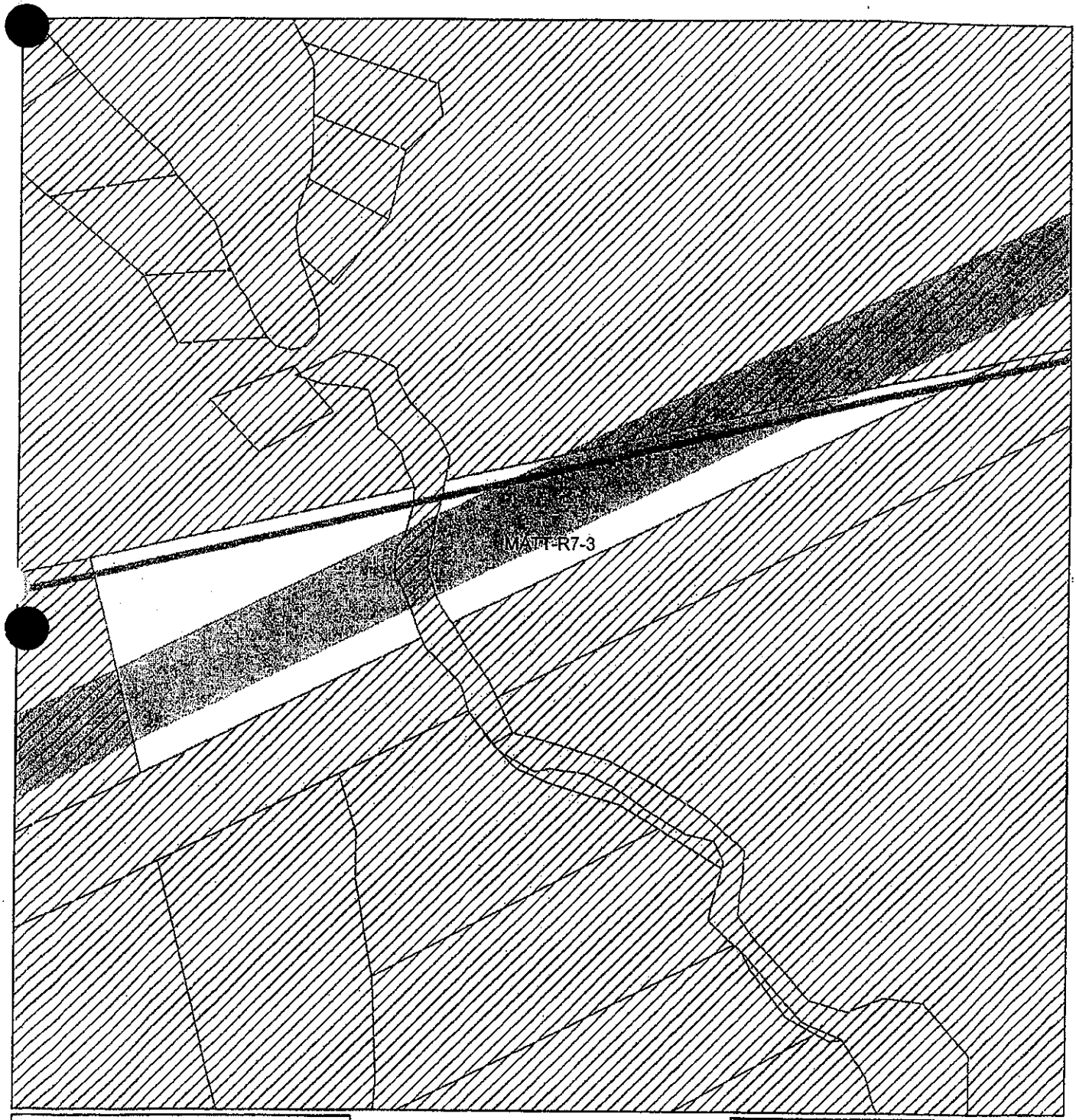


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

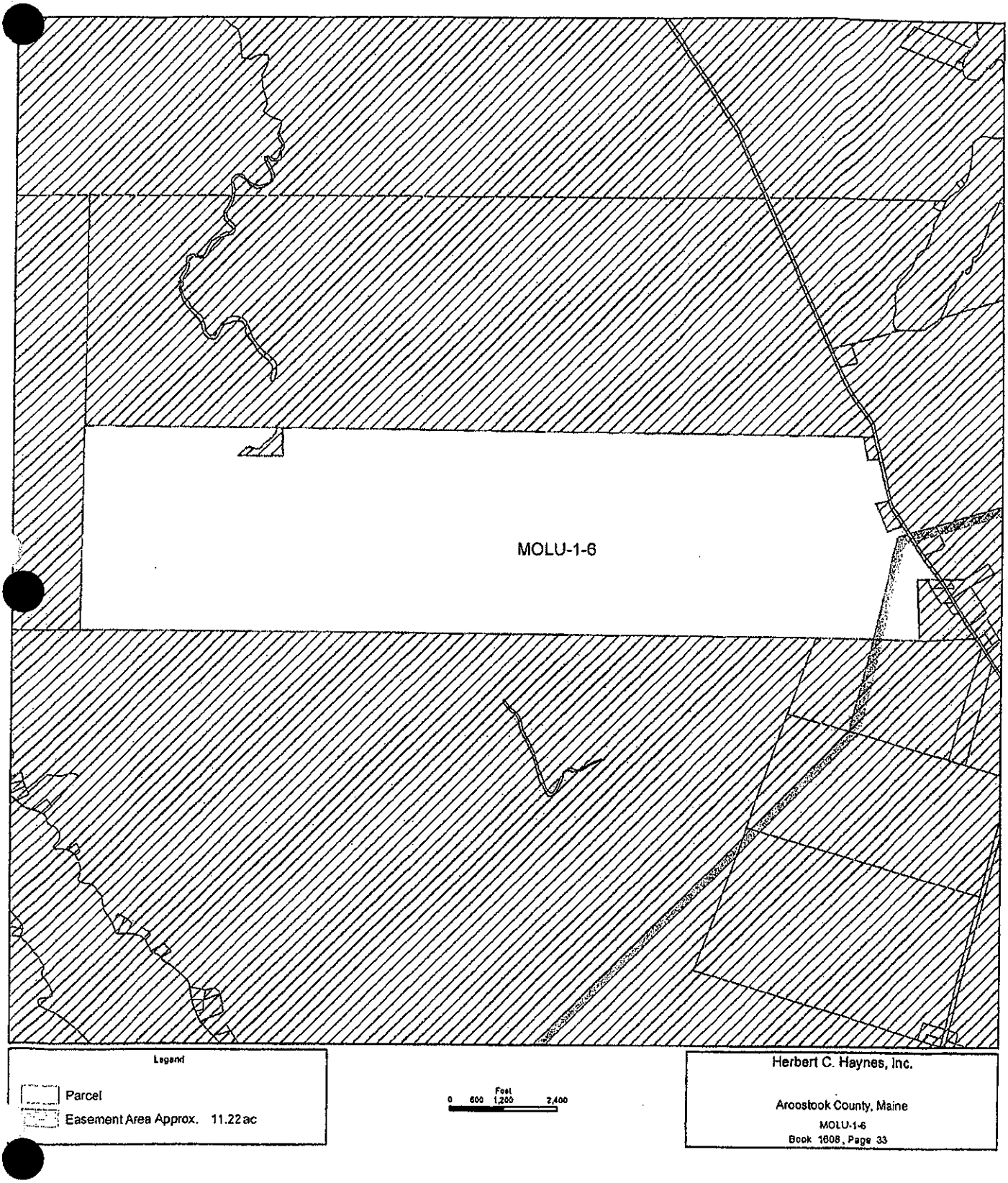


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

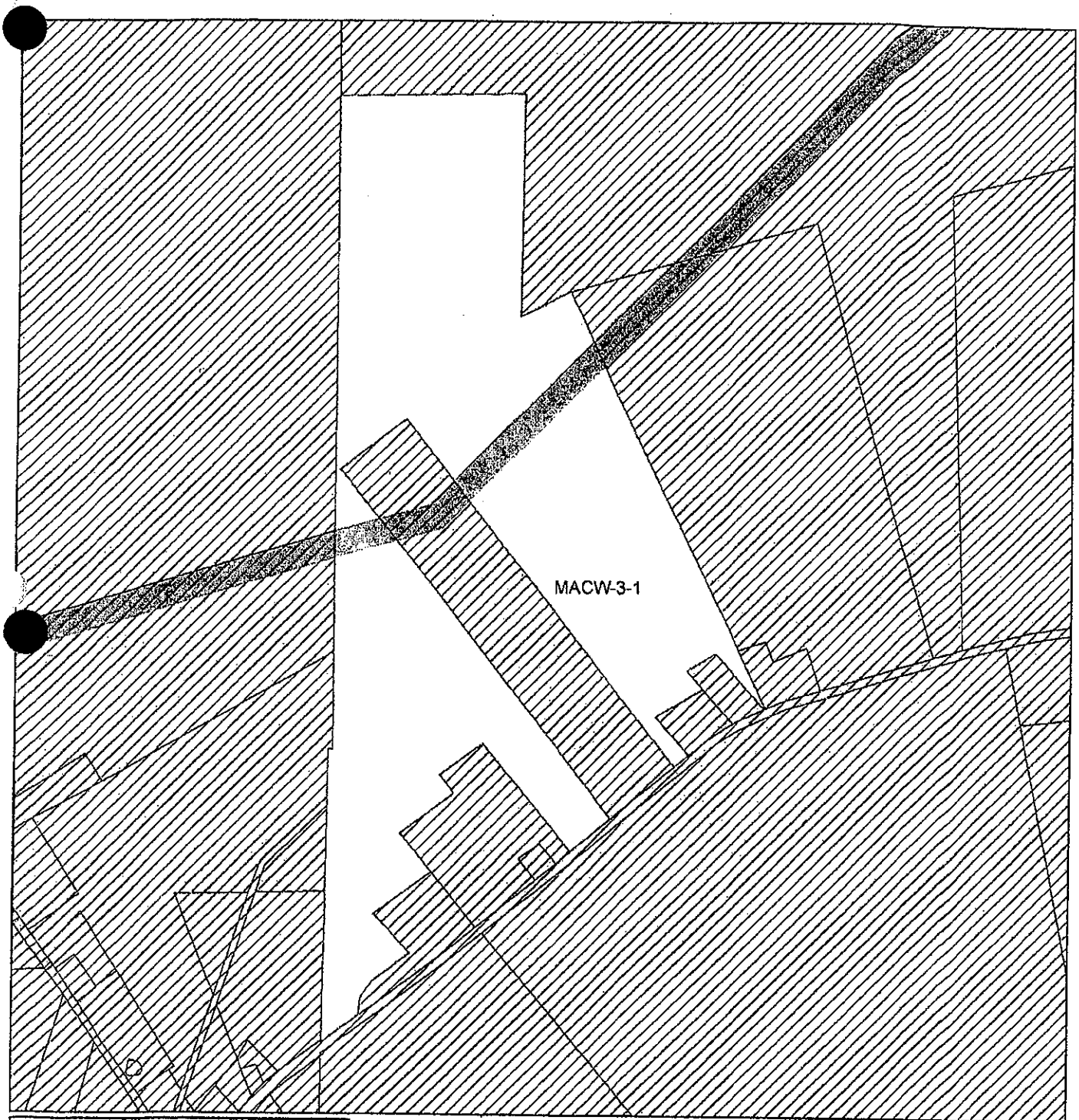


EXHIBIT C
Pre-Existing Encumbrances
Herbert C. Haynes, Inc. Lots
00007571

MACW-3-1:

Pole Line Easement from Herbert C. Haynes, Inc. to Maine Public Service Company dated December 4, 1968 and recorded in the Southern Aroostook Registry of Deeds in Book 1038, Page 2.

MOLU-1-9, MOLU-1-16, MOLU-1-17:

a. Crossing rights reserved in the deed from Edward D. Leonard III to Herbert C. Haynes, Inc. recorded in the Southern Aroostook Registry of Deeds in Book 2140, Page 109.

b. The right of flowage given by Charles P. Webber, et al to Great Northern Paper Company by instrument dated October 26, 1938, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 474, Page 434; said right of flowage being to contour line 240 and affects Lot number 4 by Fred J. Fiske survey of 1889.

c. The property is subject to a pole line easement given by Anne Webber Chase, et al, to Maine Electric Power Company, Inc. by instrument dated March 2, 1967, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 996, Page 150.

d. Pole line easement given by Anne Webber Chase, et al to Maine Public Service Company by instrument dated December 2, 1969, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 1055, Page 458.

e. The School Lot and Minister Lot are subject to an easement over a 3.15 acre parcel taken by condemnation by the United States Government in 1951.

f. Parcel 2 is subject to the rights described in the deed from the State of Maine recorded in the Aroostook County Registry of Deeds in Volume 1861, Page 18.

g. Right of Way Easement from Herbert C. Haynes, Herbert C. Haynes, Inc. and Lakeville Shores, Inc. to SP Forests LLC dated March 27, 2003 and recorded in the Southern Aroostook Registry of Deeds in Book 3794, Page 326.

h. Easement from Herbert C. Haynes, Inc. to Bangor Hydro-Electric Company dated September, 2003 and recorded in the Southern Aroostook Registry of Deeds in Book 3872, Page 104;

i. Rights and easements conveyed to others by Herbert C. Haynes, Inc. by deeds set forth in Exhibit A attached hereto.

j. Such state of facts as are shown on plans of land entitled Subdivision Plan TA R5 W.E.L.S. for Webber Timberlands by Prentiss & Carlisle Management Co., Inc. dated October 8, 1990 and recorded in the Southern Aroostook County Registry of Deeds in Plan Book 38, Pages 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B and 17A.

MOLU-1-6:

TBD.

MATT-R7-3:

TBD.

Received
ARDOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4859 Ps110 #10324
09-02-2010 @ 02:28p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **JOSEPH A. STELTZMAN** and **JACQUELINE J. STELTZMAN**, as joint tenants and not as tenants in common, with a mailing address of 217 Aroostook Road, Molunkus, ME 04459 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Molunkus, Aroostook County, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be ~~thirty-six~~ twelve (12) ~~36~~ months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary

herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

8. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is

reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

9. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

10. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease

and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

11. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

12. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

13. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

14. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

15. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

16. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Joseph A. Steltzman and Jacqueline J. Steltzman
217 Aroostook Road
Molunkus, ME 04459

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be

invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

18. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

19. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

20. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

21. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

22. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

23. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

24. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

25. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

26. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **JOSEPH A. STELTZMAN**, has executed this instrument this 15 day of July, 2010.

Joseph A. Steltzman

Joseph A. Steltzman

STATE OF MAINE §
§
COUNTY OF Penobscot § 7-15, 2010

Personally appeared the above-named JOSEPH A. STELTZMAN and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: Katherine Lee

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **JACQUELINE J. STELTZMAN**, has executed this instrument this 15 day of July, 2010.

Jacqueline J. Steltzman

STATE OF MAINE §
§
COUNTY OF Penobscot § 7-15, 2010

Personally appeared the above-named JACQUELINE J. STELTZMAN and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Print Name of Notary: Kutherine Lee

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 23rd day of August, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC, its Member
By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § August 23, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of* MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

* Maine Wind Holdings, LLC, the member of

Before me,

_____
Notary Public

Print Name of Notary: Linne A. Taylor

EXHIBIT A

Attached to that certain Transmission Easement Option by and between Joseph A. Steltzman and Jacqueline J. Steltzman, as joint tenants and not as tenants in common, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed dated August 17, 1990 by and between Douglas F. Kanes, Grantor, and Charles J. Steltzman, Jr., Joseph A. Steltzman and Jacqueline J. Steltzman, as joint tenants and not as tenants in common, Grantee, recorded November 27, 1990, Registry of Deeds in Aroostook County, Maine, in Book 2324, Page 180. (MOLU-1-6.11)

2. Warranty Deed dated March 15, 2001 by and between Charles J. Steltzman, Jr., Grantor, and Joseph A. Steltzman and Jacqueline J. Steltzman, as joint tenants and not as tenants in common, Grantee, recorded March 27, 2001, Registry of Deeds in Aroostook County, Maine, in Book 3488, Page 217. (MOLU-1-6.11)

3. Warranty Deed dated November 14, 1997 by and between Michael R. Joy, Grantor, and Joseph A. Steltzman and Jacqueline J. Steltzman, as joint tenants and not as tenants in common, Grantee, recorded June 19, 1998, Registry of Deeds in Aroostook County, Maine, in Book 3151, Page 121. (MOLU-1-6.12)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data.

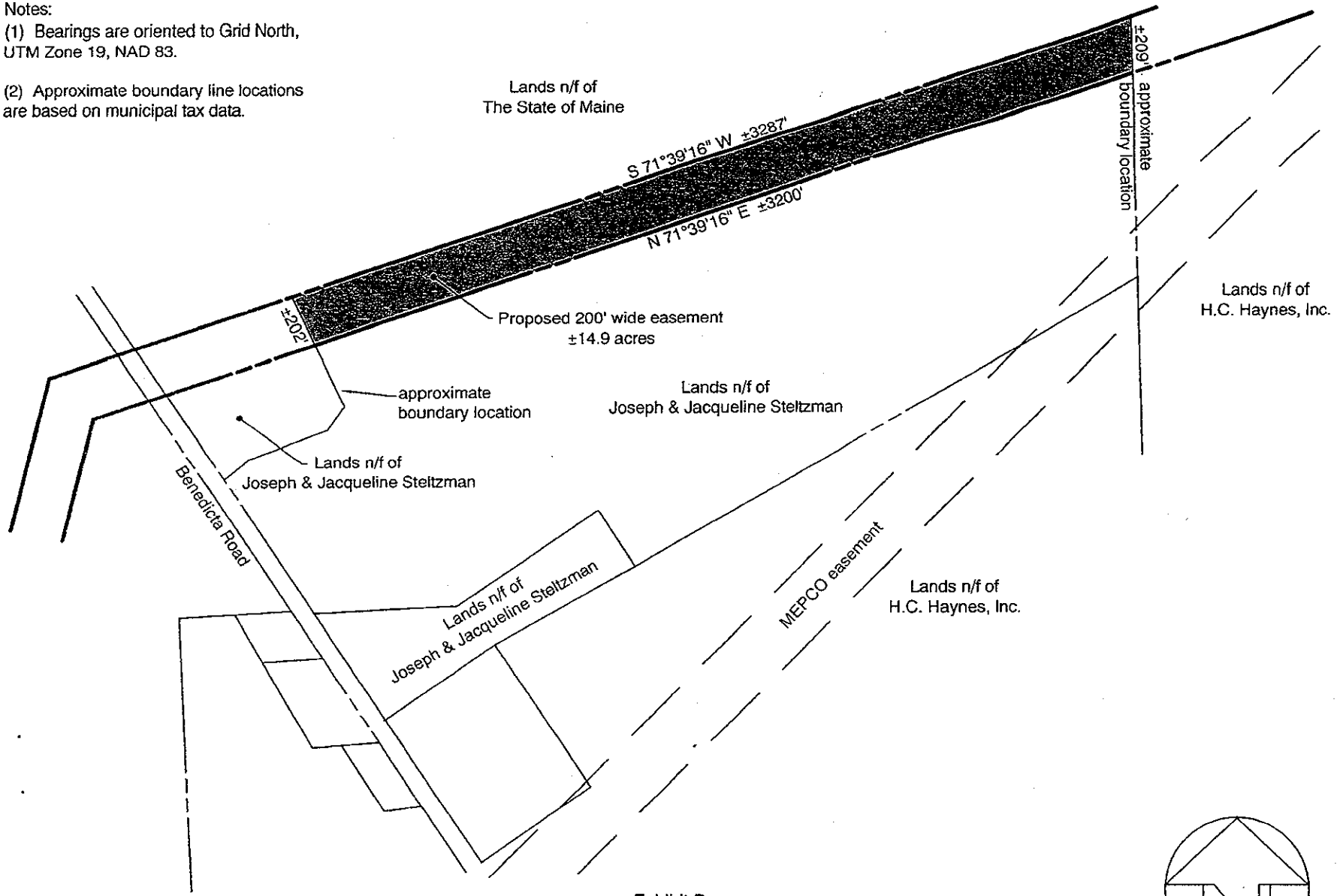


Exhibit B
Joseph A. & Jacqueline J. Steltzman
Tax Map 1 Lot 6-11
Town of Molunkus, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=500'

Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data.

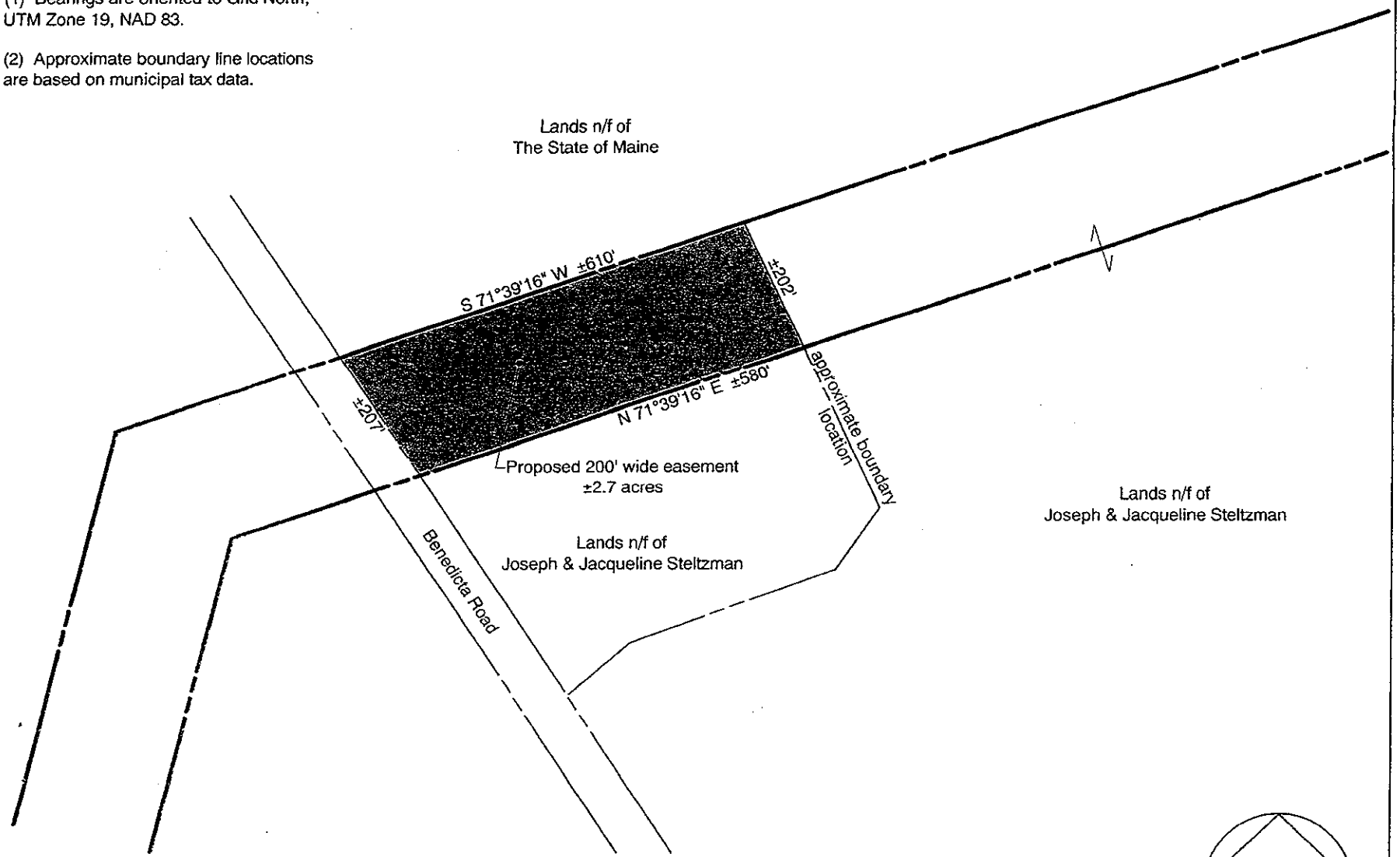


Exhibit B
Joseph A. & Jacqueline J. Steltzman
Tax Map 1 Lot 6-12
Town of Molunkus, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=200'

EXHIBIT C

Pre-existing Encumbrances

Received
AROOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4859 Ps110 #10324
09-02-2010 @ 02:28p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **JOSEPH A. STELTZMAN** and **JACQUELINE J. STELTZMAN**, as joint tenants and not as tenants in common, with a mailing address of 217 Aroostook Road, Molunkus, ME 04459 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Molunkus, Aroostook County, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be ~~thirty-six~~ twelve (12) ~~36~~ months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary

herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

8. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is

reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

9. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

10. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease

and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

11. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

12. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

13. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

14. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

15. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

16. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Joseph A. Steltzman and Jacqueline J. Steltzman
217 Aroostook Road
Molunkus, ME 04459

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be

invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

18. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

19. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

20. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

21. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

22. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

23. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

24. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

25. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

26. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **JOSEPH A. STELTZMAN**, has executed this instrument this 15 day of July, 2010.

Joseph A. Steltzman

STATE OF MAINE §
§
COUNTY OF Penobscot § 7-15, 2010

Personally appeared the above-named JOSEPH A. STELTZMAN and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: Kathrine Lee

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **JACQUELINE J. STELTZMAN**, has executed this instrument this 15 day of July, 2010.

Jacqueline J. Steltzman

Jacqueline J. Steltzman

STATE OF MAINE §
§
COUNTY OF Penobscot § 7-15, 2010

Personally appeared the above-named JACQUELINE J. STELTZMAN and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Print Name of Notary: Kutherine Lee

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 23rd day of August, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC, its Member
By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § August 23, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of* MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

* Maine Wind Holdings, LLC, the member of

Before me,

_____
Notary Public

Print Name of Notary: Linne A. Taylor

EXHIBIT A

Attached to that certain Transmission Easement Option by and between Joseph A. Steltzman and Jacqueline J. Steltzman, as joint tenants and not as tenants in common, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed dated August 17, 1990 by and between Douglas F. Kanes, Grantor, and Charles J. Steltzman, Jr., Joseph A. Steltzman and Jacqueline J. Steltzman, as joint tenants and not as tenants in common, Grantee, recorded November 27, 1990, Registry of Deeds in Aroostook County, Maine, in Book 2324, Page 180. (MOLU-1-6.11)

2. Warranty Deed dated March 15, 2001 by and between Charles J. Steltzman, Jr., Grantor, and Joseph A. Steltzman and Jacqueline J. Steltzman, as joint tenants and not as tenants in common, Grantee, recorded March 27, 2001, Registry of Deeds in Aroostook County, Maine, in Book 3488, Page 217. (MOLU-1-6.11)

3. Warranty Deed dated November 14, 1997 by and between Michael R. Joy, Grantor, and Joseph A. Steltzman and Jacqueline J. Steltzman, as joint tenants and not as tenants in common, Grantee, recorded June 19, 1998, Registry of Deeds in Aroostook County, Maine, in Book 3151, Page 121. (MOLU-1-6.12)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data.

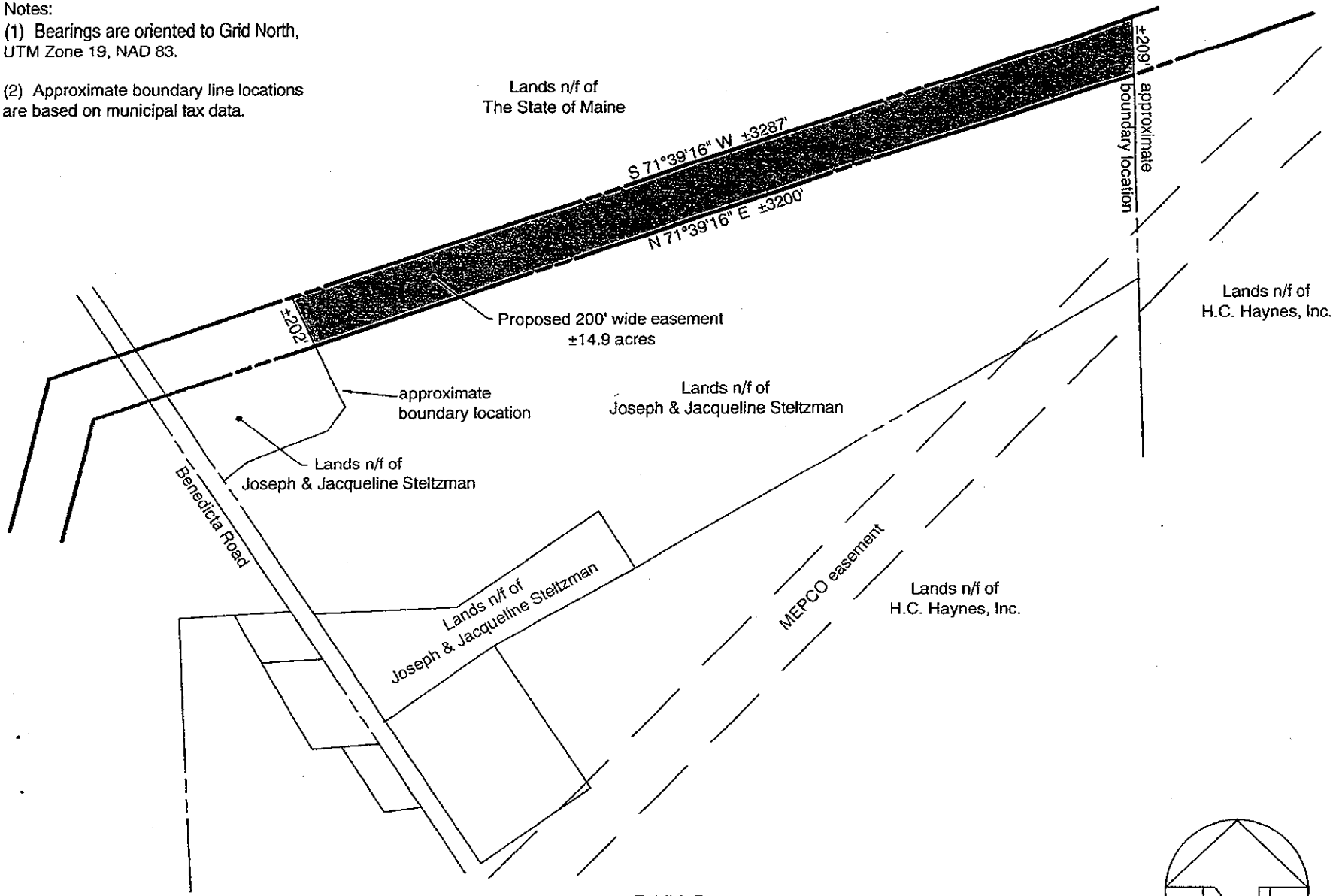


Exhibit B
Joseph A. & Jacqueline J. Steltzman
Tax Map 1 Lot 6-11
Town of Molunkus, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=500'

Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data.

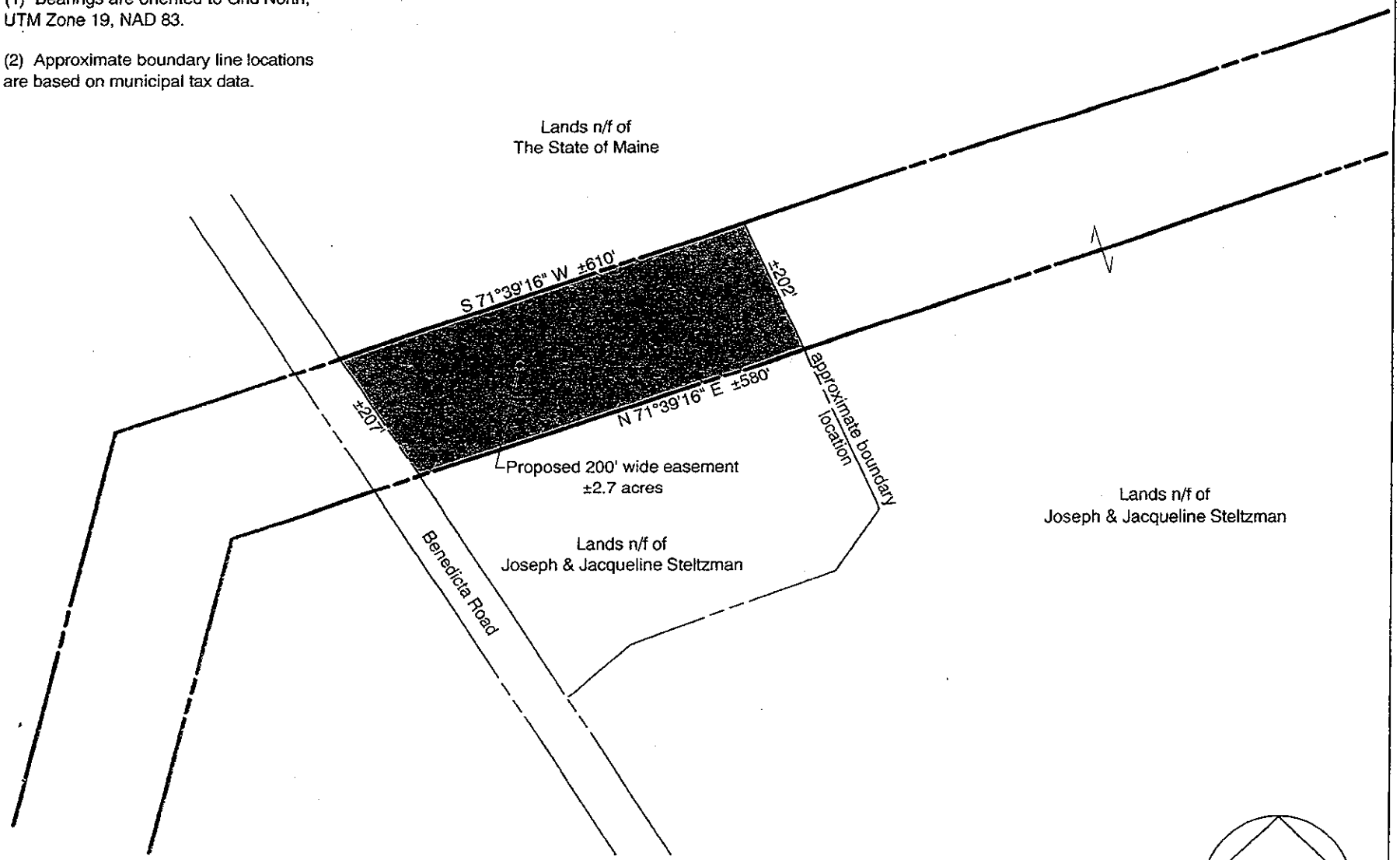


Exhibit B
Joseph A. & Jacqueline J. Steltzman
Tax Map 1 Lot 6-12
Town of Molunkus, Aroostook County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=200'

EXHIBIT C

Pre-existing Encumbrances

Received
AROOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4809 Pg209 #3077
04-08-2010 @ 10:42a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **DELAITE TRUCKING, INC.**, a Maine corporation, with a mailing address of P.O. Box 410, Lincoln, Maine 04457 ("**Grantor**") and **MAINE GENLEAD, LLC** , a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Townships of Molunkus and Oakfield, County of Aroostook County, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the **"Easement Area"**). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement

Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form

satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The location of the Easement on the Oakfield Township Tract 5-8-1 can not be relocated, and must remain abutting up to the South Boundary line of the tract. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land on the Molunkus Township Tract 1-7. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements only on the Molunkus Township Tract 1-7 at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised

Exhibit B showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor.**

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor.** Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference.** Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the

purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default**. If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

13. **Right to Mortgage**. Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and

obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "Assignment"), to other persons or entities ("Assignee"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Delaite Trucking, Inc.
c/o Richard Delaite, Sr., President
P.O. Box 410
Lincoln, ME 04457

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "Effective Date" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **DELAITE TRUCKING, INC.**, has caused this instrument to be executed by its duly authorized representative this 17 day of March, 2010.

DELAITE TRUCKING, INC.,
a Maine Corporation

By: Richard DeLaite Sr.
Name: Richard Delaite, Sr., President

STATE OF MAINE §
§
COUNTY OF Penobscot §

3-17, 2010

Personally appeared the above-named Richard Delaite, Sr., President, of DELAITE TRUCKING, INC., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

Leanna C Burleigh
Notary Public

Print Name of Notary: LEANNA C. BURLEIGH
Notary Public • Maine
My Commission Expires October 31, ~~2009~~ 2016

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, MAINE GENLEAD, LLC, has caused this instrument to be executed by its duly authorized representative this 2nd day of April, 2010.

MAINE GENLEAD, LLC

By: E Weir

Name: Elizabeth Weir

Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk §

April 2, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary: _____

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Delaite Trucking, Inc., a Maine corporation, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed dated September 3, 1993, by and between Bernard B. Nadeau and Delaite Trucking, Inc., a Maine corporation, recorded on September 3, 1993, in Book 2604, Page 293, at the Registry of Deeds, Aroostook County, Maine. (OAKF-5-81)

2. Warranty Deed dated June 2, 1992, by and between Raymond Seal and Delaite Trucking, Inc., a duly authorized Maine corporation, recorded on June 3, 1992, in Book 2465, Page 338, at the Registry of Deeds, Aroostook County, Maine. (MOL-1-7)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

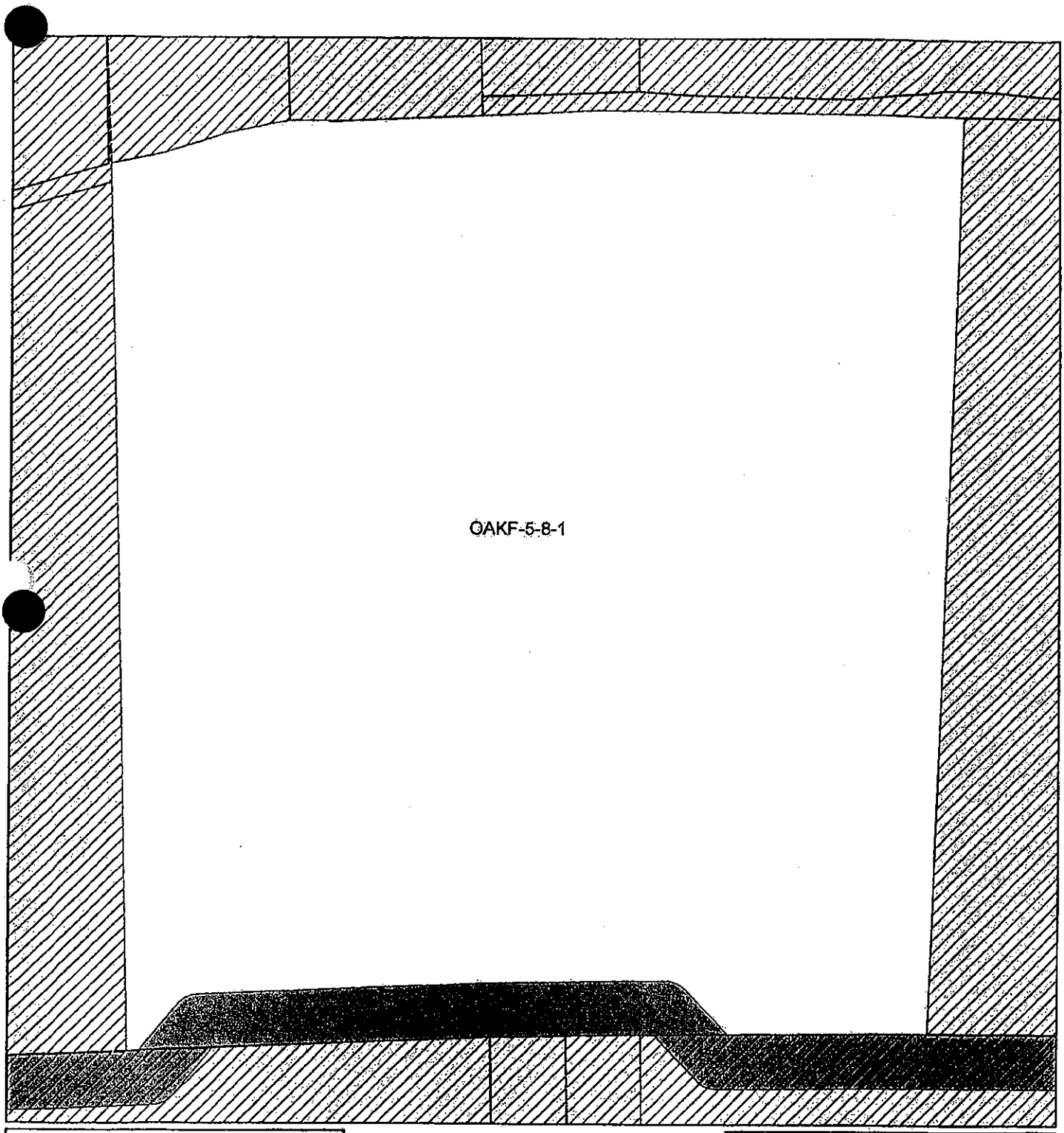
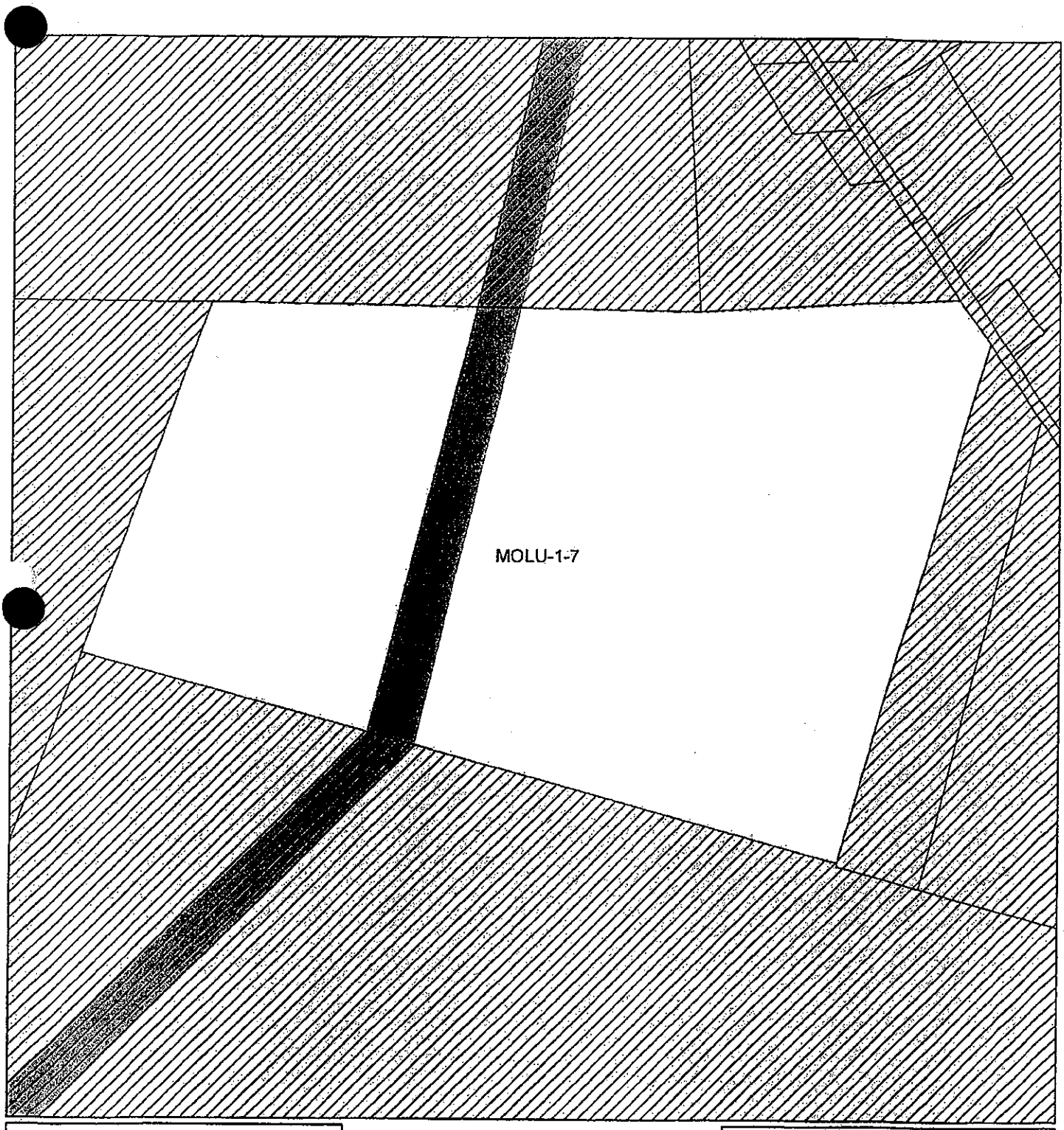


EXHIBIT B - OPTION 1

Depiction of Transmission and Telecommunication Easement & Access Easement



Legend

Parcel

Easement Area Approx. 10.47 ac

Feet
0 135 270 540

Delaite Trucking, Inc.

Aroostook County, Maine

MOLU-1-7

Book 2465, Page 338

EXHIBIT B - OPTION 2

Depiction of Transmission and Telecommunication Easement & Access Easement

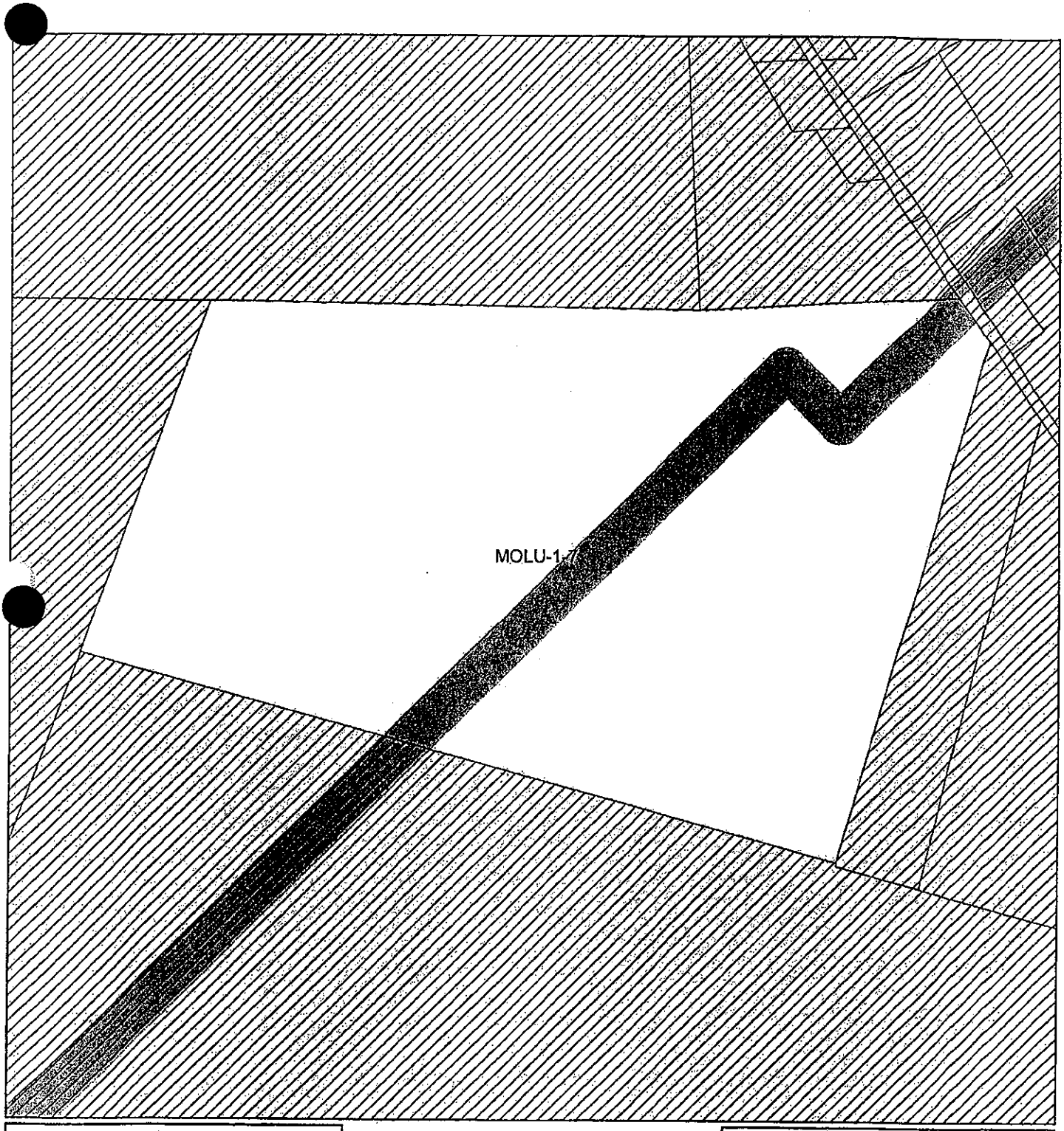


EXHIBIT C

Pre-existing Encumbrances

Received
ARDOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 4812 Pg302 #3482
04-21-2010 @ 09:10a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Kenneth E. Libbey, Jr.**, an individual, with a mailing address of 49 Monroe Road, Hampden, Maine, 04444 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Township of Molunkus, Aroostook County, Maine described in those deeds recorded in the Aroostook County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement

Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form

satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor.**

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor.** Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference.** Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights

granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any

Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii)

three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Kenneth E. Libbey, Jr.
49 Monroe Road
Hampden, ME 04444

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances**. Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **KENNETH E. LIBBEY, JR.**, has executed this instrument this 22nd day of February, 2010.

Kenneth E. Libbey, Jr.

STATE OF MAINE §
§
COUNTY OF Penobscot § Feb. 22, 2010

Personally appeared the above-named KENNETH E. LIBBEY, JR. and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: Jeffrey C. Emery

Jeffrey C. Emery, Notary Public
State of Maine
My Commission Expires
Nov. 18, 2011

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, MAINE GENLEAD, LLC has caused this instrument to be executed by its duly authorized representative this 11th day of March 2010.

MAINE GENLEAD, LLC

By: _____
Name: Evelyn Lim
Its: Secretary

Commonwealth of
~~STATE OF~~ Massachusetts §
§
COUNTY OF Suffolk § March 11, 2010

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Arthur J. Snell

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Kenneth E. Libbey, Jr., as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, as Grantee

1. Warranty Deed dated June 10, 1996, by and between The Estate of Irma G. Campbell, by and through its duly authorized Personal Representatives, Gerald L. Campbell and Bruce H. Campbell, as Grantor, and Kenneth E. Libbey, Jr., as Grantee, recorded in Book 2912, Page 121, at the Register of Deeds Aroostook County, Maine. (MOLU-1-8)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

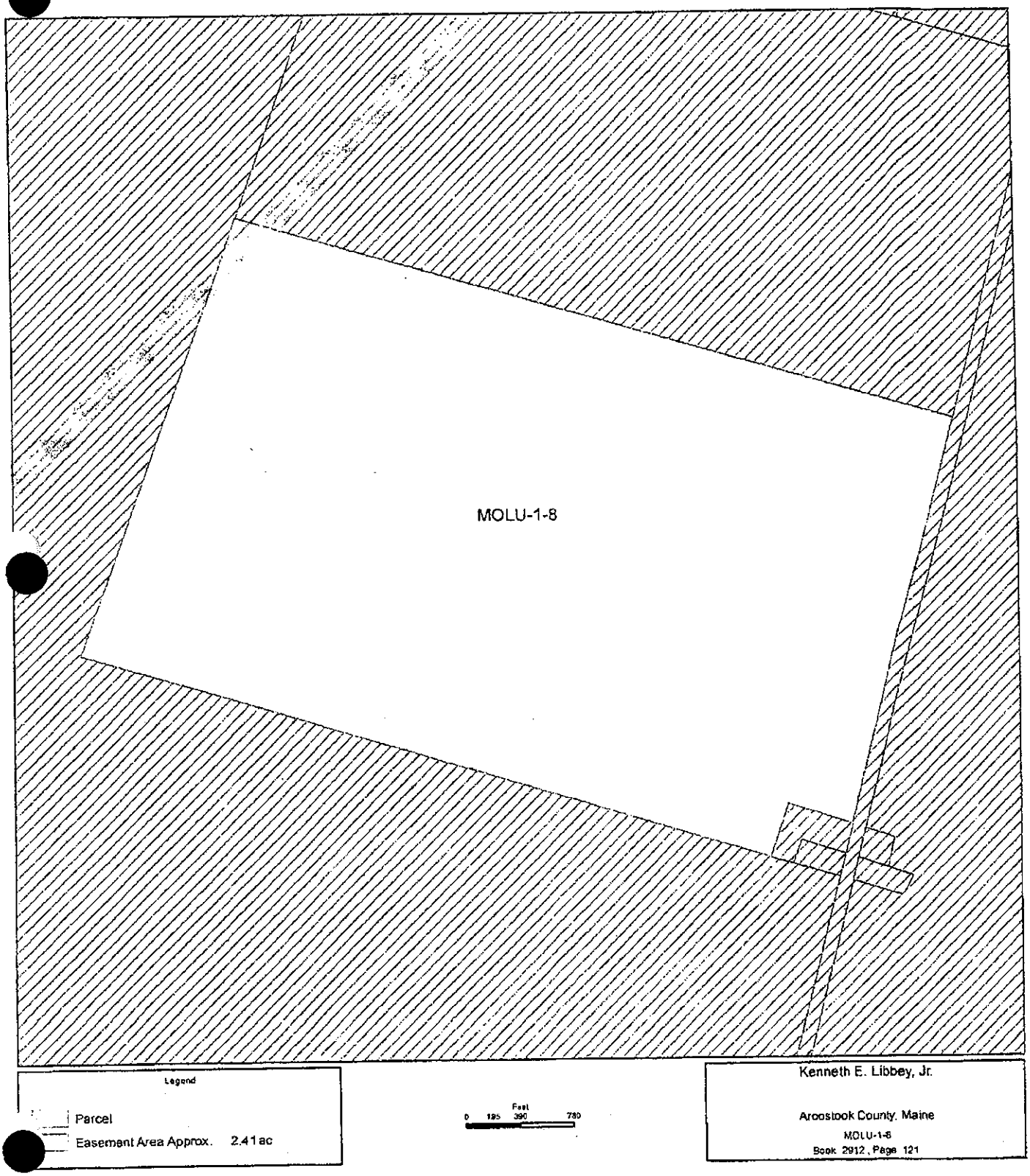


EXHIBIT C

Pre-existing Encumbrances

Received
AROOSTOOK SS
PATRICIA F BROWN,REGISTER

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **HERBERT C. HAYNES, INC.**, a Maine corporation, with a mailing address of P. O. Box 96, Winn, Maine 04495 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Molunkus and the Plantation of Macwahoc, County of Aroostook, and the Township of Mattawamkeag, County of Penobscot, Maine, described in those deeds recorded in the Aroostook and Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, for the operation of the Transmission Facilities, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee, except as set forth in Section 28.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and

operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of

such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to

record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided: (i) that any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the

purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; (v) publicly oppose any project associated with the rights granted under this Agreement; or (vi) in the conduct of any timber harvesting and/or forest management operations and/or any other activities or undertakings conducted on the Land, violate or breach or fail to fully comply with any and all 1. permits, authorizations, and/or other approvals obtained by or on behalf of Grantee in connection with its activities on the Land and/or Easement Area and 2. laws and regulations then-applicable to the Land. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment required of Grantee under Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land

are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to

any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Herbert C. Haynes, Inc.
c/o Herbert C. Haynes, Jr., President
P. O. Box 96
Winn, Maine 04495

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any

court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. **Tree Removal.** At least forty five (45) days prior to any substantial cutting of trees on the Land by Grantee related to the exercise of any of its easement rights during the period of the effectiveness of the Construction Easement hereunder, Grantee will inform Grantor of the area that is to be cut in order to give Grantor the opportunity to capture the timber value of the removed trees. Within thirty (30) days following sending of the notice by Grantee, Grantor shall provide Grantee a written notice and proposal for removing the timber and related operations required to satisfy Grantee's construction and permitting requirements and schedule ("**Grantor's Proposal**"). Within forty five (45) days following sending of the notice by Grantee, Grantee and Grantor shall attempt to agree on the terms of Grantor's Proposal including

the volume, quantity and quality and the then-prevailing market stumpage value of the trees to be removed. Grantee may seek proposals from third parties other than Grantor as well. If Grantor's Proposal will cost Grantee the same as or less than, a third party's proposal and otherwise shall comply with the Grantee's construction and permitting requirements and schedule, then Grantee shall use reasonable efforts to enter into an agreement with Grantor on the terms set out in Grantor's Proposal (as the same has been negotiated and/or mutually agreed upon). Grantor shall not be entitled to any payment from Grantee for stumpage, wood or timber removed by Grantor or its agents pursuant to Grantor's Proposal and any agreement related thereto, other than as expressly set out in such agreement. In the event Grantor shall not provide timely notice of Grantor's Proposal as set out above, or in the event Grantor's Proposal is greater than a third party's proposal, or Grantor shall not timely complete the cutting operations in strict accordance with Grantee's schedule and the agreed upon terms, Grantee may then elect to conduct the removal itself or through its agents. In the event Grantee so elects to remove the trees itself, Grantee shall make the timber removed from the Land during construction by Grantee or its agents reasonably available to Grantor at the processing center or logging yard used by Grantee or its contractors, and Grantor shall be entitled to pick up such timber from the center or yard and sell it for its own accord, and all such timber and proceeds therefrom shall be and remain the property of Grantor and upon making such timber reasonably available to Grantor, Grantee shall have no obligation to pay Grantor any amount for stumpage, wood or timber that is removed by Grantee or on its behalf.

Grantee may, in Grantee's discretion, hire an independent forester to determine the volume, quantity and quality of the timber removed from the Land. In the event the parties disagree on valuation of the stumpage, the parties will negotiate to come to an agreement on value. Nothing in this Section 28 is intended to prohibit, restrict, delay or affect Grantee's construction schedule and Grantee's absolute right under this Agreement to clear and remove timber and vegetation and conduct any other activity related to its intended uses of the Easement Area and/or Land. Notwithstanding anything to the contrary contained in this Agreement (including Grantor's reserved rights in the Land), in order to protect and preserve the interests of Grantee hereunder, Grantor shall not conduct any timber harvesting and forest management operations on the Land prior to the termination of the Construction Easement without first obtaining the express written consent of the Grantee to such operations and activities, after submission of reasonably detailed plans showing the location of all such proposed operations and activities.

The obligations of Grantee and the rights of Grantor under this Section 28 shall automatically terminate upon termination of the Construction Easement without further action by Grantor or Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **HERBERT C. HAYNES, INC.**, has caused this instrument to be executed by its duly authorized representative this 9th day of Feb, 2010.

HERBERT C. HAYNES, INC.,
a Maine corporation

By: _____
Herbert C. Haynes, Jr., President

STATE OF MAINE §
§
COUNTY OF Penobscot § February 9th, 2010

Personally appeared the above-named Herbert C. Haynes, Jr., President, of HERBERT C. HAYNES, INC., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

_____
Notary Public State of Maine

Print Name of Notary: Kim Rutty
Notary Public
My Commission Expires:
12-7-2011

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 9th day of February, 2010.

MAINE GENLEAD, LLC

By: _____

Name: Elizabeth Weir

Its: Assistant Secretary

Commonwealth

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § Feb 9th, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of said limited liability company.

Before me,

_____

Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Herbert C. Haynes, Inc., a Maine corporation, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Trustee's Deed dated May 28, 1998, by and between Edward D. Leonard III of Bangor, Penobscot County, Maine, not individually but only in his capacity as Trustee of Land Exchange Trust under Declaration of Trust dated November 1, 1991, as Grantor, and Herbert C. Hayes, Inc., a Maine corporation, as Grantee, recorded May 29, 1998, in Book 3140, Page 109, at the Register of Deeds, Aroostook County, Maine. (MOLU-1-9, MOLU-1-16, MOLU-1-17)

2. Warranty Deed dated November 22, 1985, by and between Peggy G. Daniels, as Grantor, and H. C. Haynes, Inc., a Maine Business Corporation, as Grantee, recorded on December 2, 1985, in Book 3755, Page 66, at the Register of Deeds, Penobscot County, Maine. (MATT-R7-3)

3. Quitclaim Deed with Covenant dated June 30, 1982, by and between, Diamond International Corporation, a Delaware corporation, as Grantor, and Herbert C. Haynes, Inc., a Maine corporation, as Grantee, recorded August 3, 1982, in Book 1608, Page 33, at the Register of Deeds, Arookstook County, Maine. (MOLU-1-6)

4. Quit Claim Deed dated November 17, 1965, by and between Elizabeth Haynes, as Grantor, and Herbert C. Haynes, Inc., a corporation organized under the laws of the State of Maine, as Grantee, recorded December 2, 1965, in Book 962, Page 171, at the Register of Deeds, Aroostook County, Maine. (MACW-3-1)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Easement Area

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

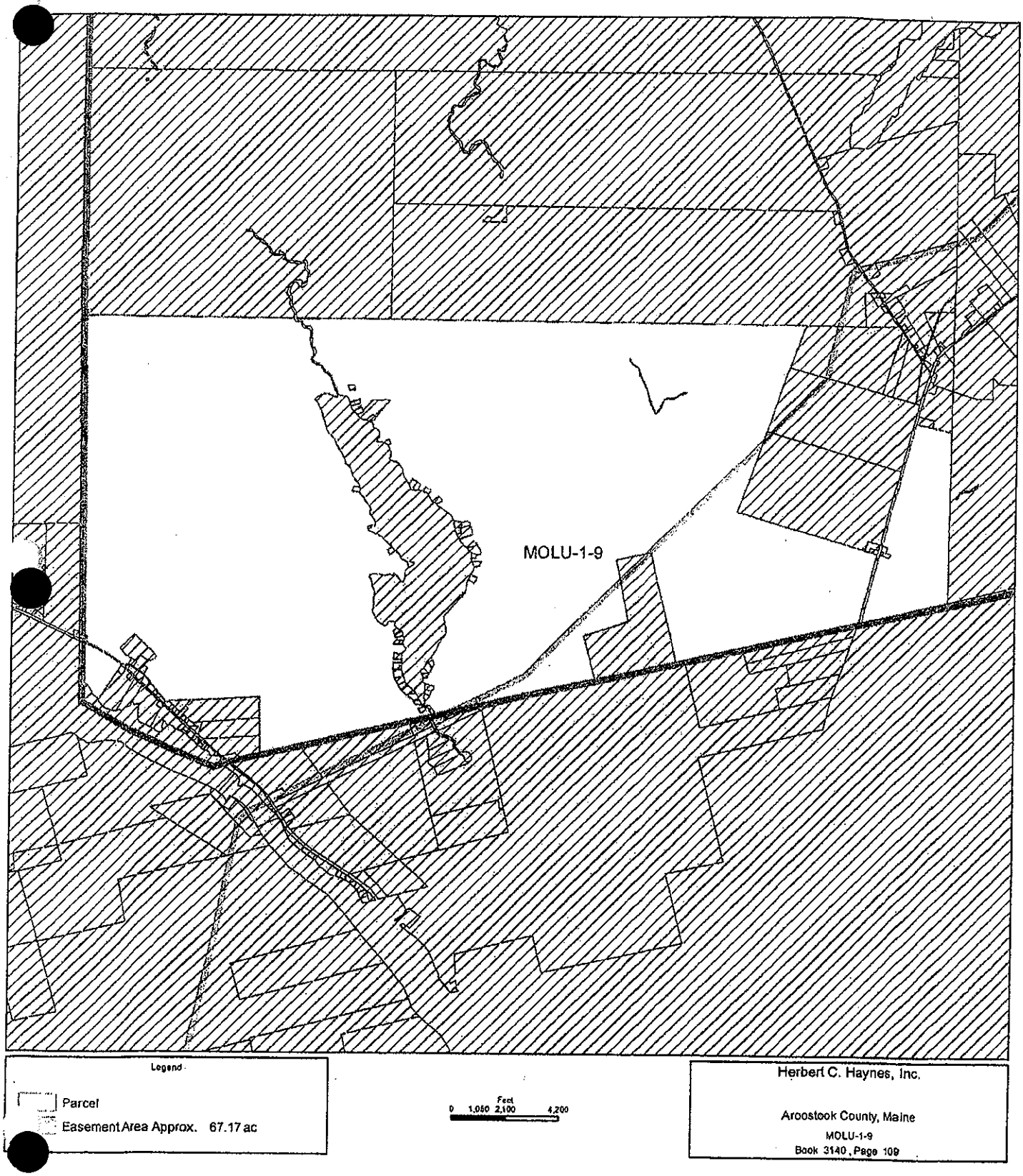


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

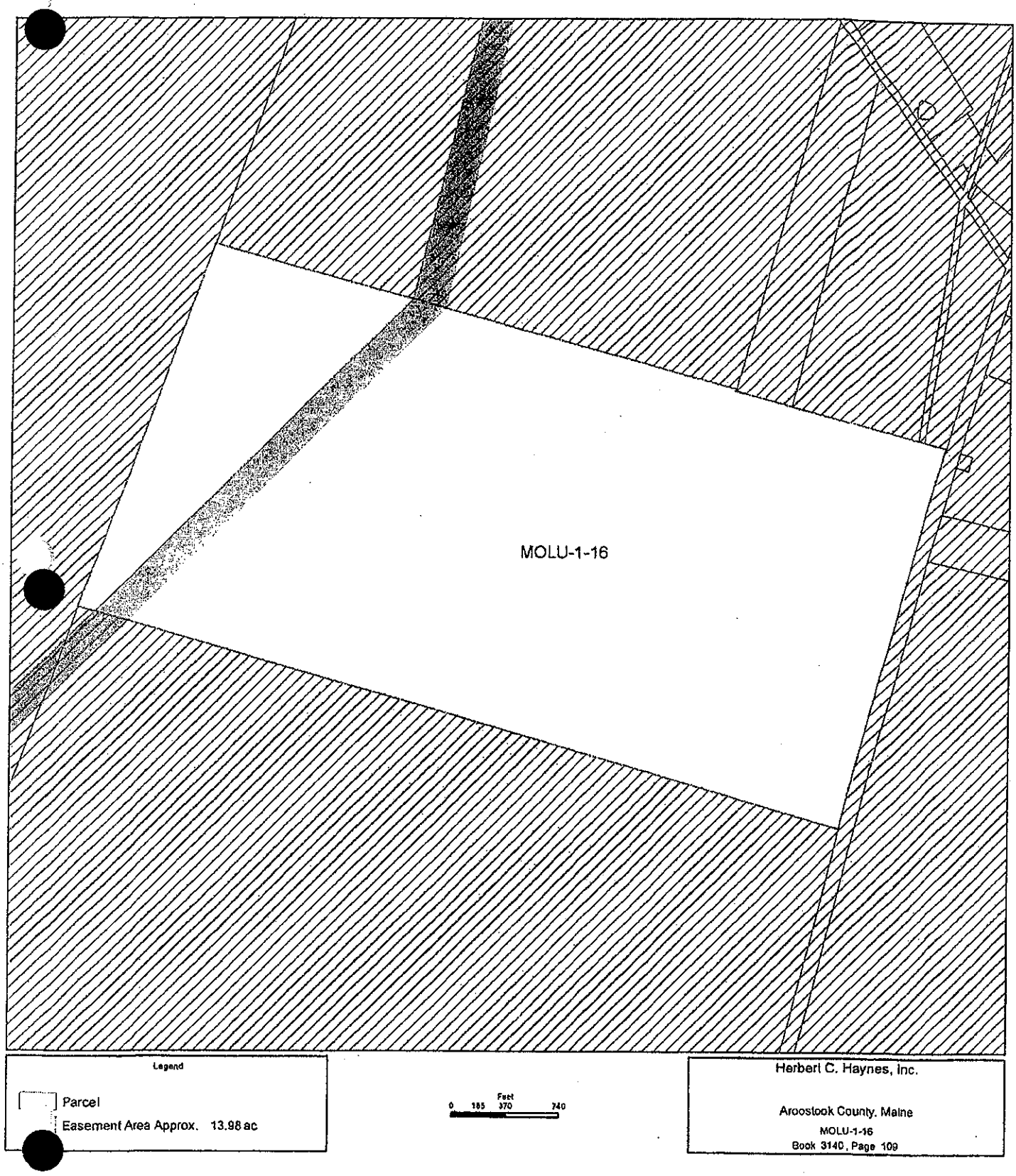


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

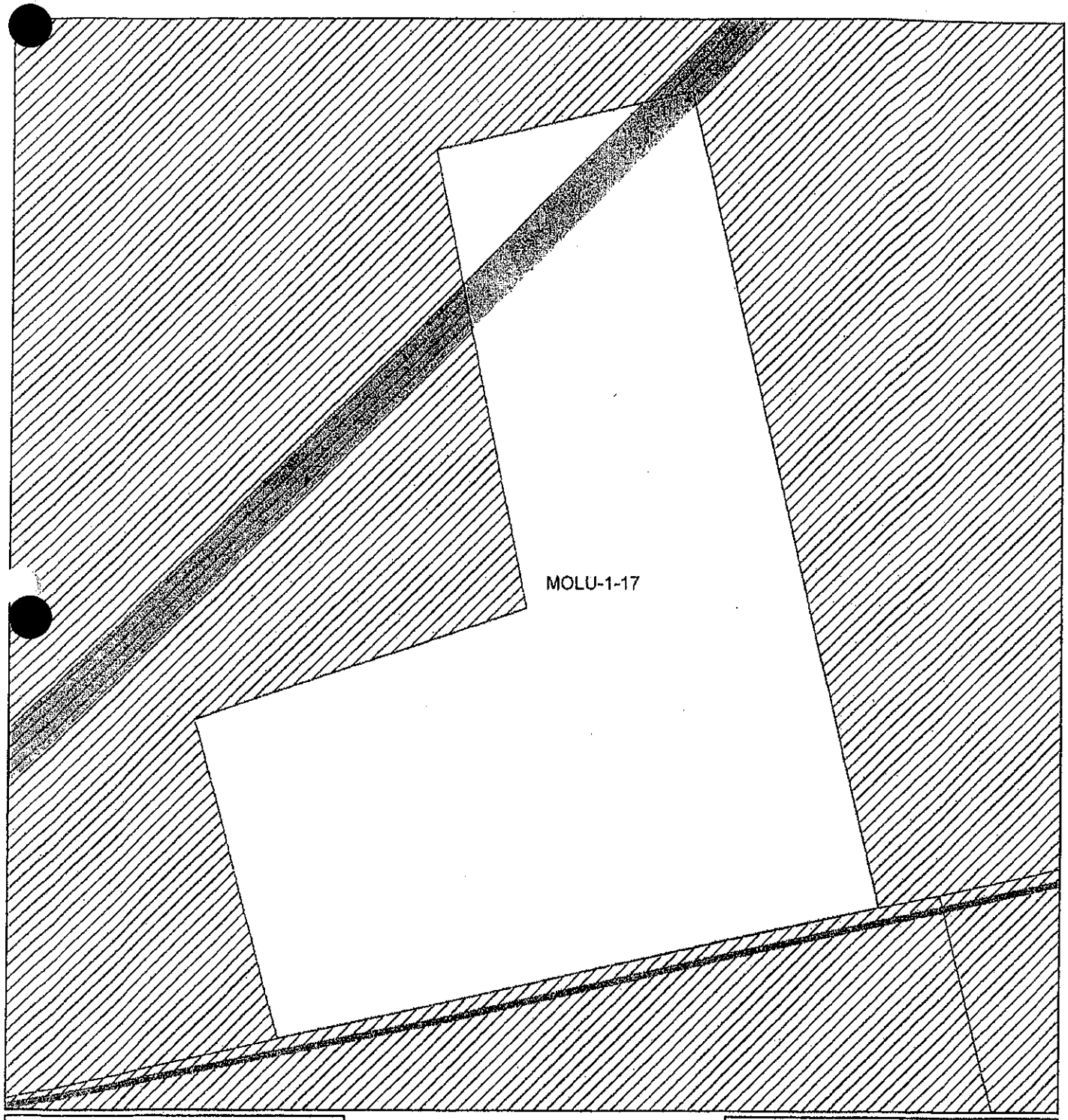


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

Legend

Parcel

Easement Area Approx. 7.75 ac

Feet
0 80 160 320

Herbert C. Haynes, Inc.

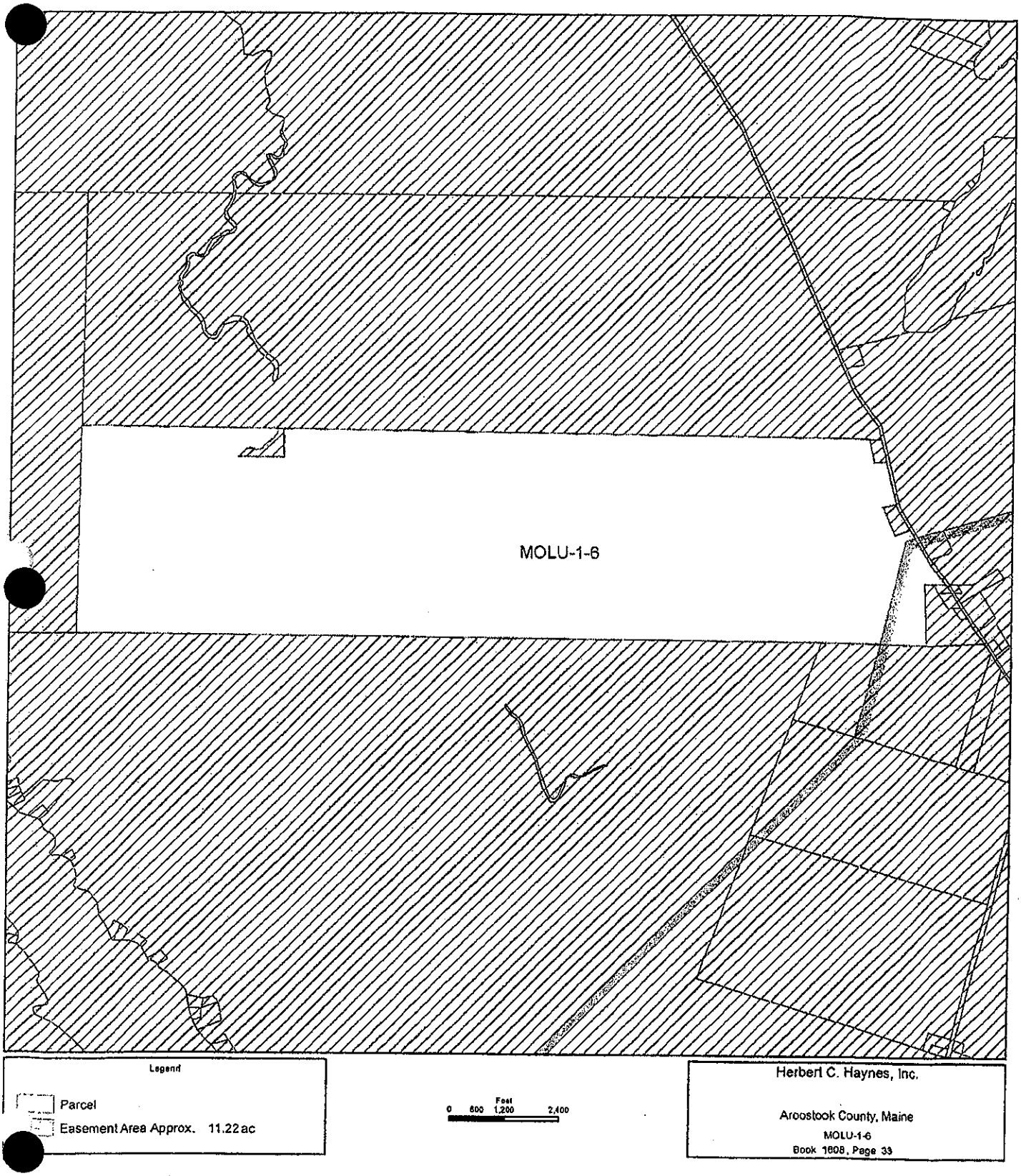
Penobscot County, Maine

MATT-R7-3

Book 3755, Page 66

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



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Depiction of Transmission and Telecommunication Easement & Access Easement

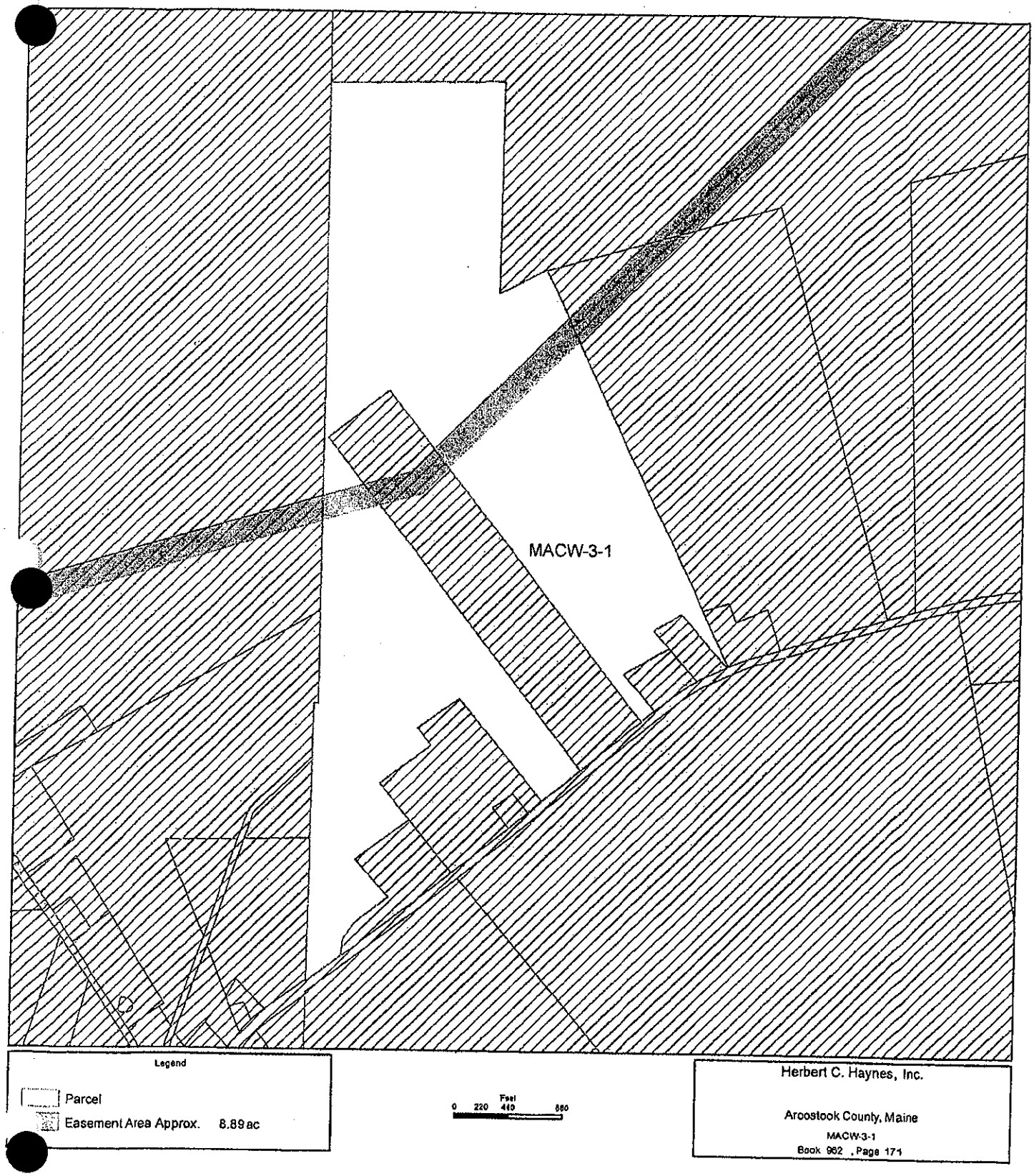


EXHIBIT C
Pre-Existing Encumbrances
Herbert C. Haynes, Inc. Lots
00007571

MACW-3-1:

Pole Line Easement from Herbert C. Haynes, Inc. to Maine Public Service Company dated December 4, 1968 and recorded in the Southern Aroostook Registry of Deeds in Book 1038, Page 2.

MOLU-1-9, MOLU-1-16, MOLU-1-17:

a. Crossing rights reserved in the deed from Edward D. Leonard III to Herbert C. Haynes, Inc. recorded in the Southern Aroostook Registry of Deeds in Book 2140, Page 109.

b. The right of flowage given by Charles P. Webber, et al to Great Northern Paper Company by instrument dated October 26, 1938, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 474, Page 434; said right of flowage being to contour line 240 and affects Lot number 4 by Fred J. Fiske survey of 1889.

c. The property is subject to a pole line easement given by Anne Webber Chase, et al, to Maine Electric Power Company, Inc. by instrument dated March 2, 1967, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 996, Page 150.

d. Pole line easement given by Anne Webber Chase, et al to Maine Public Service Company by instrument dated December 2, 1969, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 1055, Page 458.

e. The School Lot and Minister Lot are subject to an easement over a 3.15 acre parcel taken by condemnation by the United States Government in 1951.

f. Parcel 2 is subject to the rights described in the deed from the State of Maine recorded in the Aroostook County Registry of Deeds in Volume 1861, Page 18.

g. Right of Way Easement from Herbert C. Haynes, Herbert C. Haynes, Inc. and Lakeville Shores, Inc. to SP Forests LLC dated March 27, 2003 and recorded in the Southern Aroostook Registry of Deeds in Book 3794, Page 326.

h. Easement from Herbert C. Haynes, Inc. to Bangor Hydro-Electric Company dated September, 2003 and recorded in the Southern Aroostook Registry of Deeds in Book 3872, Page 104;

i. Rights and easements conveyed to others by Herbert C. Haynes, Inc. by deeds set forth in Exhibit A attached hereto.

j. Such state of facts as are shown on plans of land entitled Subdivision Plan TA R5 W.E.L.S. for Webber Timberlands by Prentiss & Carlisle Management Co., Inc. dated October 8, 1990 and recorded in the Southern Aroostook County Registry of Deeds in Plan Book 38, Pages 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B and 17A.

MOLU-1-6:

TBD.

MATT-R7-3:

TBD.

Received
AROOSTOOK SS
PATRICIA F BROWN,REGISTER

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **HERBERT C. HAYNES, INC.**, a Maine corporation, with a mailing address of P. O. Box 96, Winn, Maine 04495 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Molunkus and the Plantation of Macwahoc, County of Aroostook, and the Township of Mattawamkeag, County of Penobscot, Maine, described in those deeds recorded in the Aroostook and Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, for the operation of the Transmission Facilities, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee, except as set forth in Section 28.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and

operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of

such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to

record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided: (i) that any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the

purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; (v) publicly oppose any project associated with the rights granted under this Agreement; or (vi) in the conduct of any timber harvesting and/or forest management operations and/or any other activities or undertakings conducted on the Land, violate or breach or fail to fully comply with any and all 1. permits, authorizations, and/or other approvals obtained by or on behalf of Grantee in connection with its activities on the Land and/or Easement Area and 2. laws and regulations then-applicable to the Land. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment required of Grantee under Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land

are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to

any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Herbert C. Haynes, Inc.
c/o Herbert C. Haynes, Jr., President
P. O. Box 96
Winn, Maine 04495

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any

court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. **Tree Removal.** At least forty five (45) days prior to any substantial cutting of trees on the Land by Grantee related to the exercise of any of its easement rights during the period of the effectiveness of the Construction Easement hereunder, Grantee will inform Grantor of the area that is to be cut in order to give Grantor the opportunity to capture the timber value of the removed trees. Within thirty (30) days following sending of the notice by Grantee, Grantor shall provide Grantee a written notice and proposal for removing the timber and related operations required to satisfy Grantee's construction and permitting requirements and schedule ("**Grantor's Proposal**"). Within forty five (45) days following sending of the notice by Grantee, Grantee and Grantor shall attempt to agree on the terms of Grantor's Proposal including

the volume, quantity and quality and the then-prevailing market stumpage value of the trees to be removed. Grantee may seek proposals from third parties other than Grantor as well. If Grantor's Proposal will cost Grantee the same as or less than, a third party's proposal and otherwise shall comply with the Grantee's construction and permitting requirements and schedule, then Grantee shall use reasonable efforts to enter into an agreement with Grantor on the terms set out in Grantor's Proposal (as the same has been negotiated and/or mutually agreed upon). Grantor shall not be entitled to any payment from Grantee for stumpage, wood or timber removed by Grantor or its agents pursuant to Grantor's Proposal and any agreement related thereto, other than as expressly set out in such agreement. In the event Grantor shall not provide timely notice of Grantor's Proposal as set out above, or in the event Grantor's Proposal is greater than a third party's proposal, or Grantor shall not timely complete the cutting operations in strict accordance with Grantee's schedule and the agreed upon terms, Grantee may then elect to conduct the removal itself or through its agents. In the event Grantee so elects to remove the trees itself, Grantee shall make the timber removed from the Land during construction by Grantee or its agents reasonably available to Grantor at the processing center or logging yard used by Grantee or its contractors, and Grantor shall be entitled to pick up such timber from the center or yard and sell it for its own accord, and all such timber and proceeds therefrom shall be and remain the property of Grantor and upon making such timber reasonably available to Grantor, Grantee shall have no obligation to pay Grantor any amount for stumpage, wood or timber that is removed by Grantee or on its behalf.

Grantee may, in Grantee's discretion, hire an independent forester to determine the volume, quantity and quality of the timber removed from the Land. In the event the parties disagree on valuation of the stumpage, the parties will negotiate to come to an agreement on value. Nothing in this Section 28 is intended to prohibit, restrict, delay or affect Grantee's construction schedule and Grantee's absolute right under this Agreement to clear and remove timber and vegetation and conduct any other activity related to its intended uses of the Easement Area and/or Land. Notwithstanding anything to the contrary contained in this Agreement (including Grantor's reserved rights in the Land), in order to protect and preserve the interests of Grantee hereunder, Grantor shall not conduct any timber harvesting and forest management operations on the Land prior to the termination of the Construction Easement without first obtaining the express written consent of the Grantee to such operations and activities, after submission of reasonably detailed plans showing the location of all such proposed operations and activities.

The obligations of Grantee and the rights of Grantor under this Section 28 shall automatically terminate upon termination of the Construction Easement without further action by Grantor or Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **HERBERT C. HAYNES, INC.**, has caused this instrument to be executed by its duly authorized representative this 9th day of Feb, 2010.

HERBERT C. HAYNES, INC.,
a Maine corporation

By: _____
Herbert C. Haynes, Jr., President

STATE OF MAINE §
§
COUNTY OF Penobscot § February 9th, 2010

Personally appeared the above-named Herbert C. Haynes, Jr., President, of HERBERT C. HAYNES, INC., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

_____
Notary Public State of Maine

Print Name of Notary: Kim Rutty
Notary Public
My Commission Expires:
12-7-2011

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 9th day of February, 2010.

MAINE GENLEAD, LLC

By: _____

Name: Elizabeth Weir

Its: Assistant Secretary

Commonwealth

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § Feb 9th, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of said limited liability company.

Before me,

_____

Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Herbert C. Haynes, Inc., a Maine corporation, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Trustee's Deed dated May 28, 1998, by and between Edward D. Leonard III of Bangor, Penobscot County, Maine, not individually but only in his capacity as Trustee of Land Exchange Trust under Declaration of Trust dated November 1, 1991, as Grantor, and Herbert C. Hayes, Inc., a Maine corporation, as Grantee, recorded May 29, 1998, in Book 3140, Page 109, at the Register of Deeds, Aroostook County, Maine. (MOLU-1-9, MOLU-1-16, MOLU-1-17)

2. Warranty Deed dated November 22, 1985, by and between Peggy G. Daniels, as Grantor, and H. C. Haynes, Inc., a Maine Business Corporation, as Grantee, recorded on December 2, 1985, in Book 3755, Page 66, at the Register of Deeds, Penobscot County, Maine. (MATT-R7-3)

3. Quitclaim Deed with Covenant dated June 30, 1982, by and between, Diamond International Corporation, a Delaware corporation, as Grantor, and Herbert C. Haynes, Inc., a Maine corporation, as Grantee, recorded August 3, 1982, in Book 1608, Page 33, at the Register of Deeds, Arookstook County, Maine. (MOLU-1-6)

4. Quit Claim Deed dated November 17, 1965, by and between Elizabeth Haynes, as Grantor, and Herbert C. Haynes, Inc., a corporation organized under the laws of the State of Maine, as Grantee, recorded December 2, 1965, in Book 962, Page 171, at the Register of Deeds, Aroostook County, Maine. (MACW-3-1)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Easement Area

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

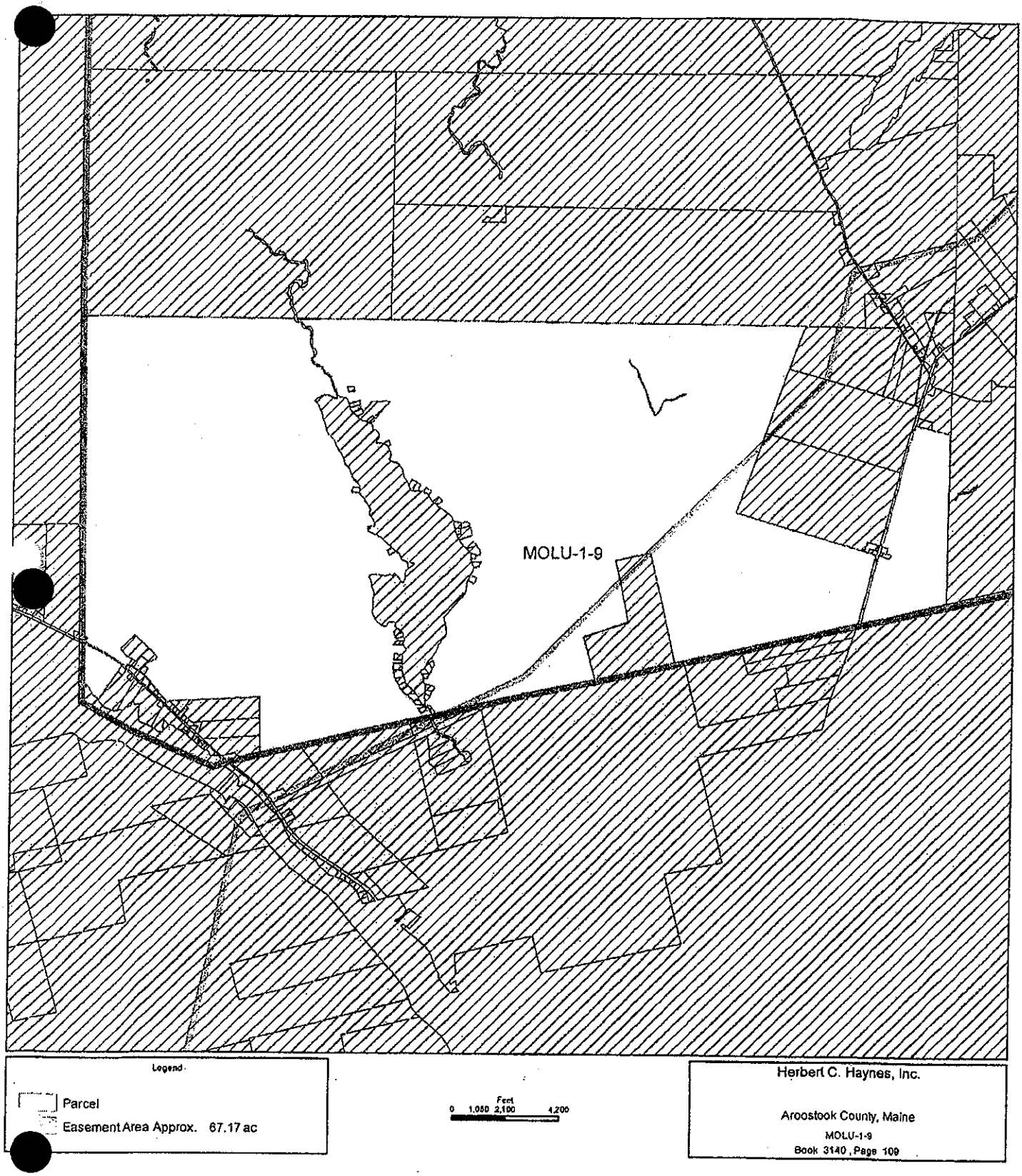


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

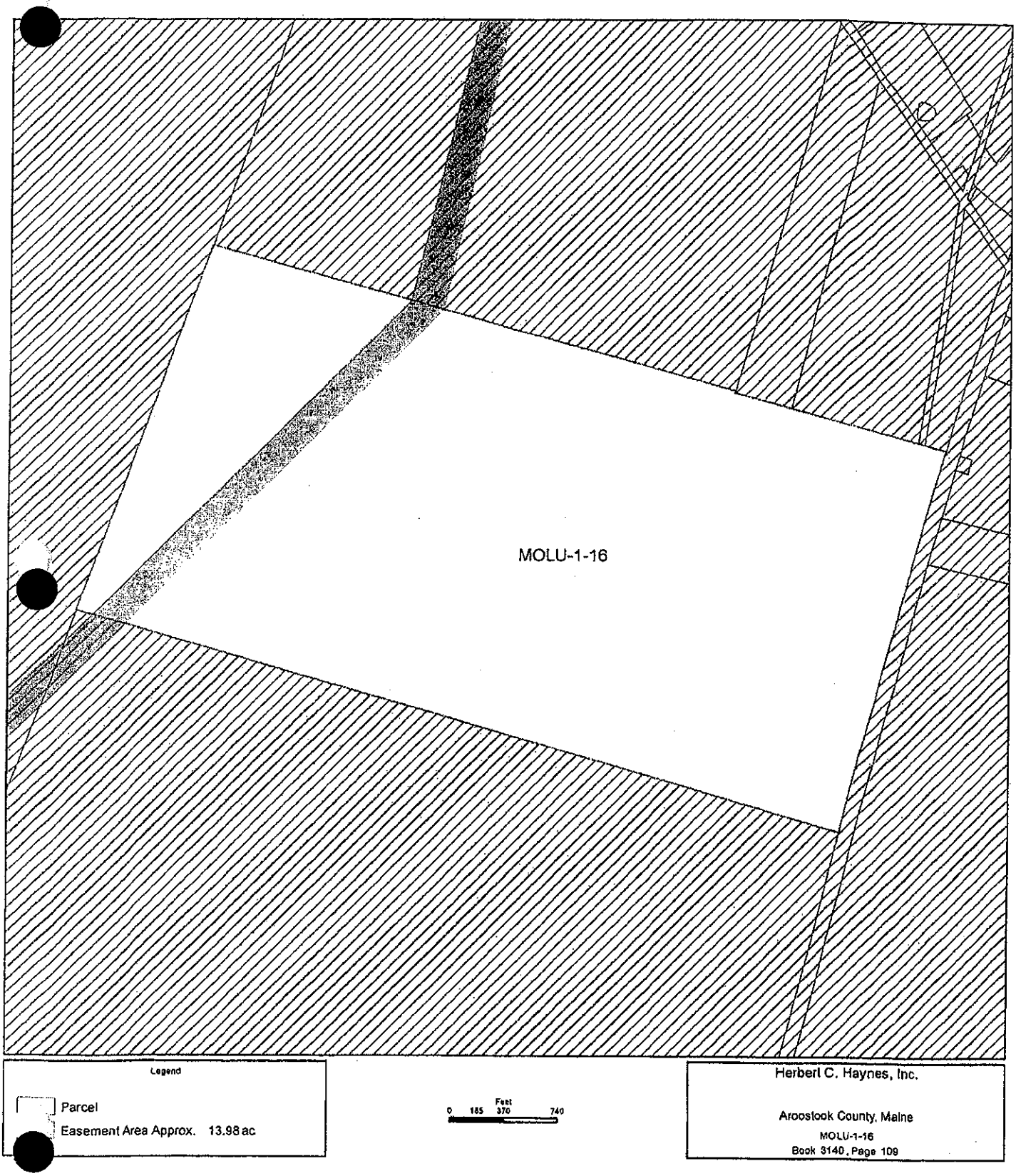


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

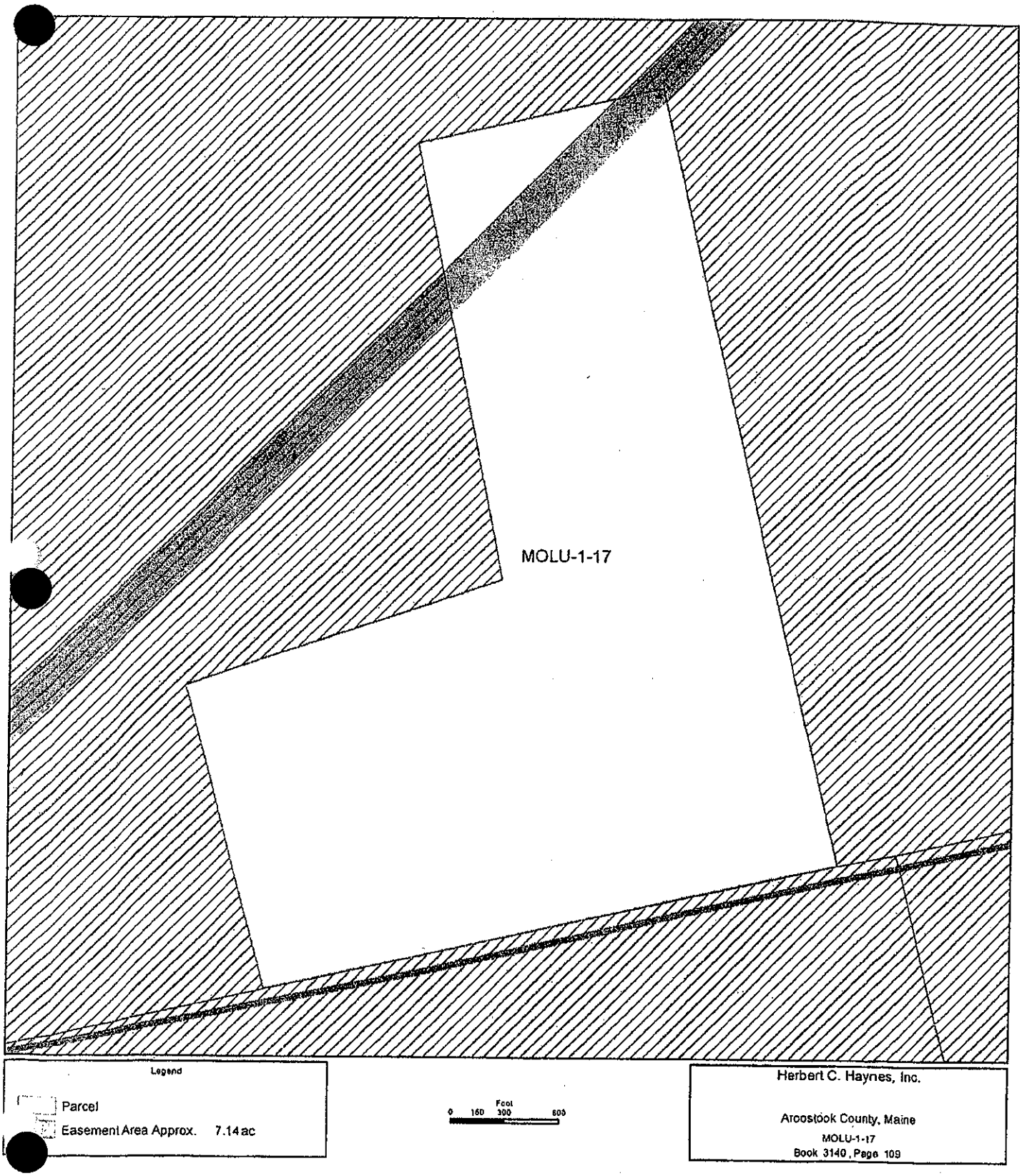


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

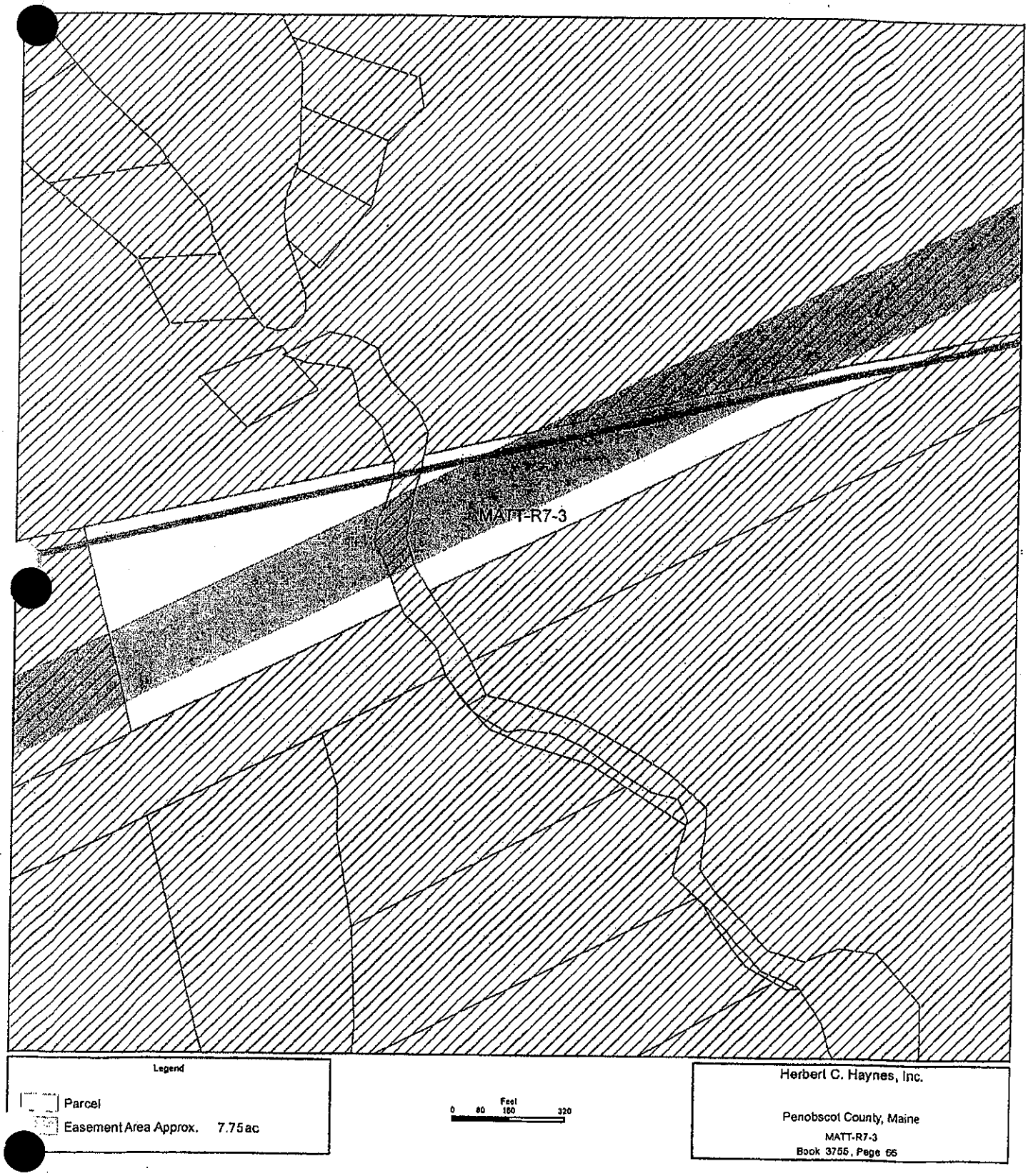


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

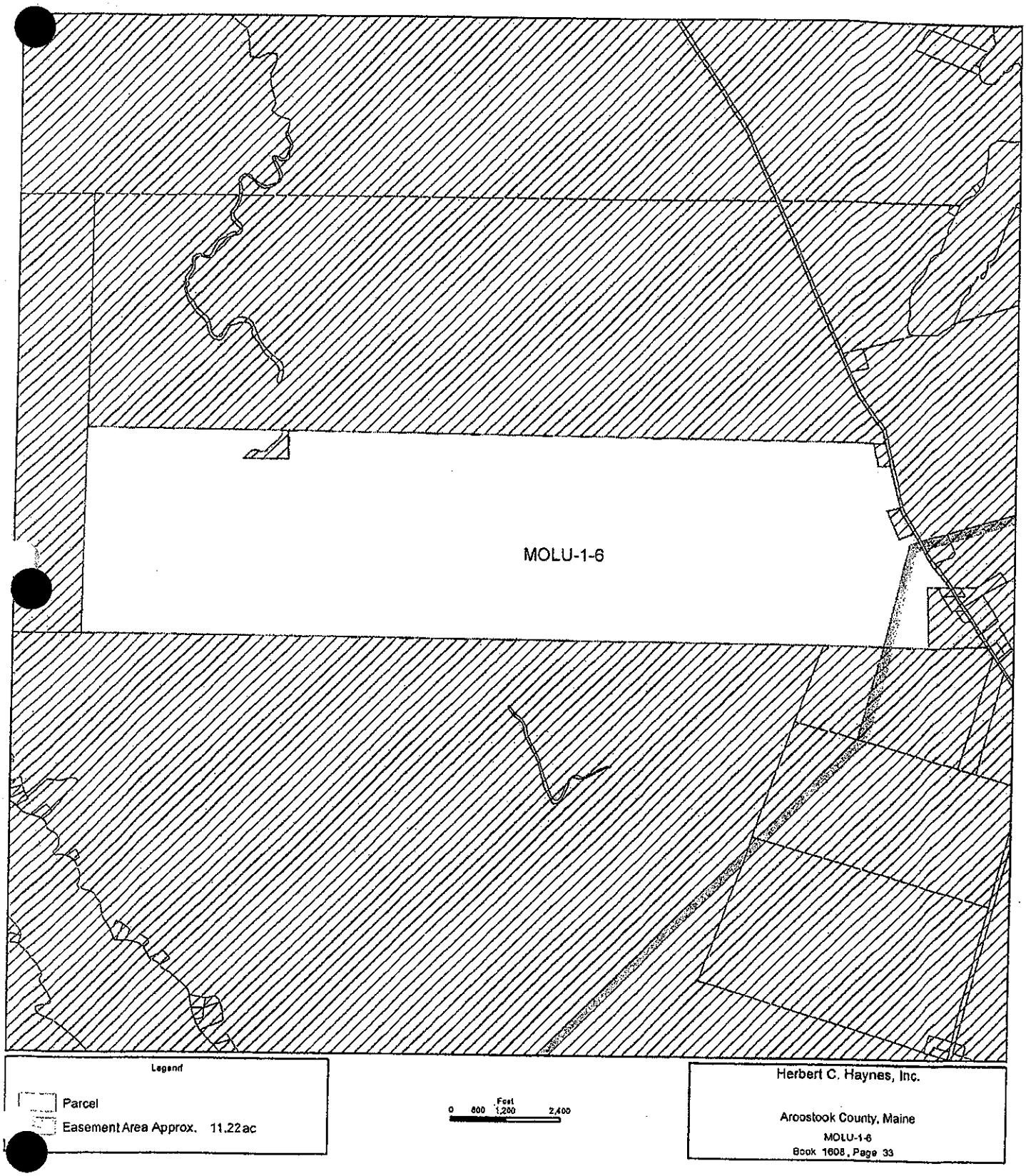


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

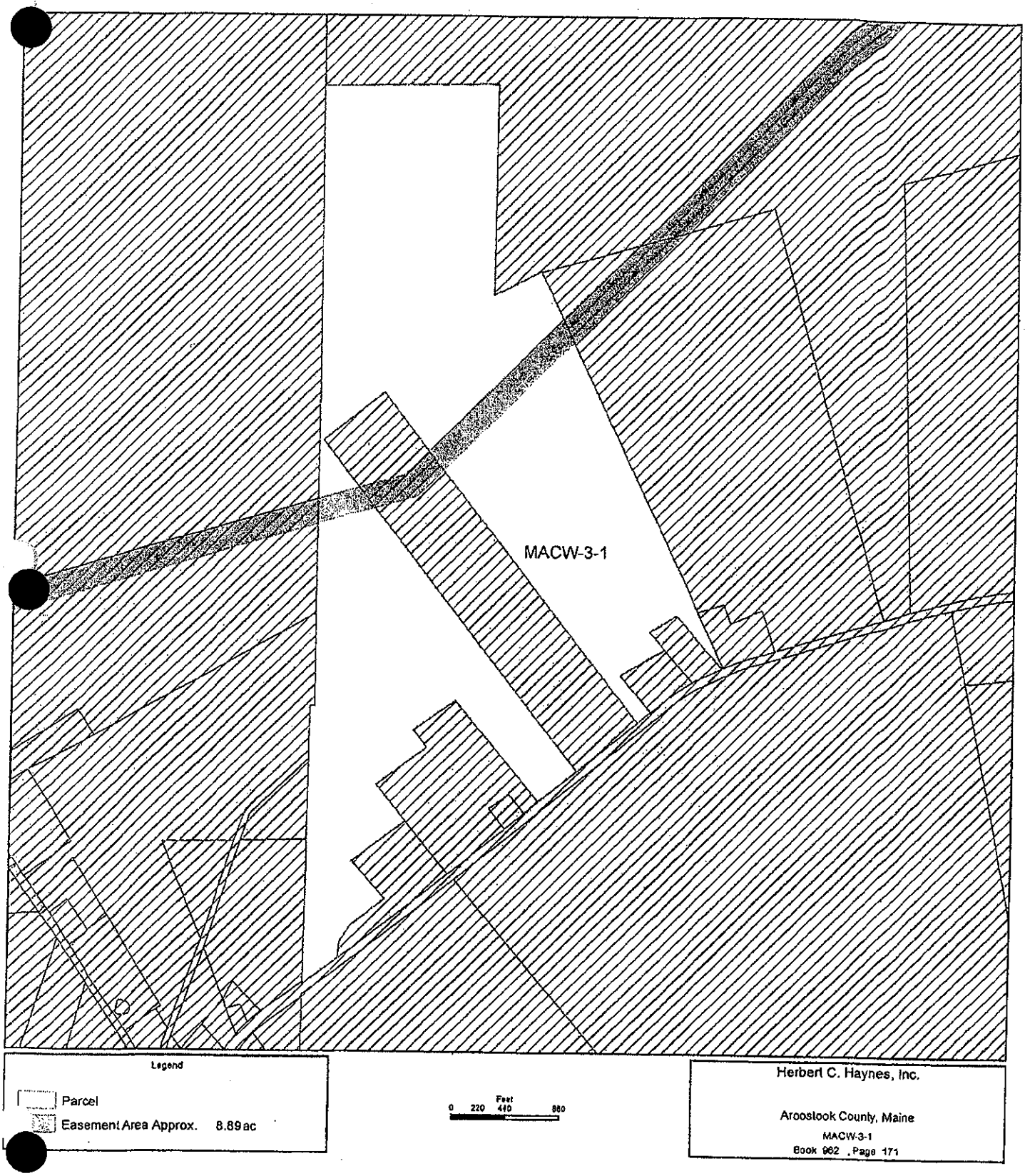


EXHIBIT C
Pre-Existing Encumbrances
Herbert C. Haynes, Inc. Lots
00007571

MACW-3-1:

Pole Line Easement from Herbert C. Haynes, Inc. to Maine Public Service Company dated December 4, 1968 and recorded in the Southern Aroostook Registry of Deeds in Book 1038, Page 2.

MOLU-1-9, MOLU-1-16, MOLU-1-17:

a. Crossing rights reserved in the deed from Edward D. Leonard III to Herbert C. Haynes, Inc. recorded in the Southern Aroostook Registry of Deeds in Book 2140, Page 109.

b. The right of flowage given by Charles P. Webber, et al to Great Northern Paper Company by instrument dated October 26, 1938, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 474, Page 434; said right of flowage being to contour line 240 and affects Lot number 4 by Fred J. Fiske survey of 1889.

c. The property is subject to a pole line easement given by Anne Webber Chase, et al, to Maine Electric Power Company, Inc. by instrument dated March 2, 1967, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 996, Page 150.

d. Pole line easement given by Anne Webber Chase, et al to Maine Public Service Company by instrument dated December 2, 1969, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 1055, Page 458.

e. The School Lot and Minister Lot are subject to an easement over a 3.15 acre parcel taken by condemnation by the United States Government in 1951.

f. Parcel 2 is subject to the rights described in the deed from the State of Maine recorded in the Aroostook County Registry of Deeds in Volume 1861, Page 18.

g. Right of Way Easement from Herbert C. Haynes, Herbert C. Haynes, Inc. and Lakeville Shores, Inc. to SP Forests LLC dated March 27, 2003 and recorded in the Southern Aroostook Registry of Deeds in Book 3794, Page 326.

h. Easement from Herbert C. Haynes, Inc. to Bangor Hydro-Electric Company dated September, 2003 and recorded in the Southern Aroostook Registry of Deeds in Book 3872, Page 104;

i. Rights and easements conveyed to others by Herbert C. Haynes, Inc. by deeds set forth in Exhibit A attached hereto.

j. Such state of facts as are shown on plans of land entitled Subdivision Plan TA R5 W.E.L.S. for Webber Timberlands by Prentiss & Carlisle Management Co., Inc. dated October 8, 1990 and recorded in the Southern Aroostook County Registry of Deeds in Plan Book 38, Pages 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B and 17A.

MOLU-1-6:

TBD.

MATT-R7-3:

TBD.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **HERBERT C. HAYNES, INC.**, a Maine corporation, with a mailing address of P. O. Box 96, Winn, Maine 04495 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Molunkus and the Plantation of Macwahoc, County of Aroostook, and the Township of Mattawamkeag, County of Penobscot, Maine, described in those deeds recorded in the Aroostook and Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the **"Easement Area"**). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, for the operation of the Transmission Facilities, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee, except as set forth in Section 28.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and

operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of

such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to

record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided: (i) that any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the

purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; (v) publicly oppose any project associated with the rights granted under this Agreement; or (vi) in the conduct of any timber harvesting and/or forest management operations and/or any other activities or undertakings conducted on the Land, violate or breach or fail to fully comply with any and all 1. permits, authorizations, and/or other approvals obtained by or on behalf of Grantee in connection with its activities on the Land and/or Easement Area and 2. laws and regulations then-applicable to the Land. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment required of Grantee under Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land

are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to

any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Herbert C. Haynes, Inc.
c/o Herbert C. Haynes, Jr., President
P. O. Box 96
Winn, Maine 04495

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any

court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. **Tree Removal.** At least forty five (45) days prior to any substantial cutting of trees on the Land by Grantee related to the exercise of any of its easement rights during the period of the effectiveness of the Construction Easement hereunder, Grantee will inform Grantor of the area that is to be cut in order to give Grantor the opportunity to capture the timber value of the removed trees. Within thirty (30) days following sending of the notice by Grantee, Grantor shall provide Grantee a written notice and proposal for removing the timber and related operations required to satisfy Grantee's construction and permitting requirements and schedule ("**Grantor's Proposal**"). Within forty five (45) days following sending of the notice by Grantee, Grantee and Grantor shall attempt to agree on the terms of Grantor's Proposal including

the volume, quantity and quality and the then-prevailing market stumpage value of the trees to be removed. Grantee may seek proposals from third parties other than Grantor as well. If Grantor's Proposal will cost Grantee the same as or less than, a third party's proposal and otherwise shall comply with the Grantee's construction and permitting requirements and schedule, then Grantee shall use reasonable efforts to enter into an agreement with Grantor on the terms set out in Grantor's Proposal (as the same has been negotiated and/or mutually agreed upon). Grantor shall not be entitled to any payment from Grantee for stumpage, wood or timber removed by Grantor or its agents pursuant to Grantor's Proposal and any agreement related thereto, other than as expressly set out in such agreement. In the event Grantor shall not provide timely notice of Grantor's Proposal as set out above, or in the event Grantor's Proposal is greater than a third party's proposal, or Grantor shall not timely complete the cutting operations in strict accordance with Grantee's schedule and the agreed upon terms, Grantee may then elect to conduct the removal itself or through its agents. In the event Grantee so elects to remove the trees itself, Grantee shall make the timber removed from the Land during construction by Grantee or its agents reasonably available to Grantor at the processing center or logging yard used by Grantee or its contractors, and Grantor shall be entitled to pick up such timber from the center or yard and sell it for its own accord, and all such timber and proceeds therefrom shall be and remain the property of Grantor and upon making such timber reasonably available to Grantor, Grantee shall have no obligation to pay Grantor any amount for stumpage, wood or timber that is removed by Grantee or on its behalf.

Grantee may, in Grantee's discretion, hire an independent forester to determine the volume, quantity and quality of the timber removed from the Land. In the event the parties disagree on valuation of the stumpage, the parties will negotiate to come to an agreement on value. Nothing in this Section 28 is intended to prohibit, restrict, delay or affect Grantee's construction schedule and Grantee's absolute right under this Agreement to clear and remove timber and vegetation and conduct any other activity related to its intended uses of the Easement Area and/or Land. Notwithstanding anything to the contrary contained in this Agreement (including Grantor's reserved rights in the Land), in order to protect and preserve the interests of Grantee hereunder, Grantor shall not conduct any timber harvesting and forest management operations on the Land prior to the termination of the Construction Easement without first obtaining the express written consent of the Grantee to such operations and activities, after submission of reasonably detailed plans showing the location of all such proposed operations and activities.

The obligations of Grantee and the rights of Grantor under this Section 28 shall automatically terminate upon termination of the Construction Easement without further action by Grantor or Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **HERBERT C. HAYNES, INC.**, has caused this instrument to be executed by its duly authorized representative this 9th day of Feb, 2010.

HERBERT C. HAYNES, INC.,
a Maine corporation

By: _____
Herbert C. Haynes, Jr., President

STATE OF MAINE §
§
COUNTY OF Penobscot § February 9th, 2010

Personally appeared the above-named Herbert C. Haynes, Jr., President, of HERBERT C. HAYNES, INC., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

_____
Notary Public State of Maine

Print Name of Notary: Kim Rutty
Notary Public
My Commission Expires:
12-7-2011

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 9th day of February, 2010.

MAINE GENLEAD, LLC

By: E W Weir

Name: Elizabeth Weir

Its: Assistant Secretary

Commonwealth

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § Feb 9th, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor

Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Herbert C. Haynes, Inc., a Maine corporation, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Trustee's Deed dated May 28, 1998, by and between Edward D. Leonard III of Bangor, Penobscot County, Maine, not individually but only in his capacity as Trustee of Land Exchange Trust under Declaration of Trust dated November 1, 1991, as Grantor, and Herbert C. Hayes, Inc., a Maine corporation, as Grantee, recorded May 29, 1998, in Book 3140, Page 109, at the Register of Deeds, Aroostook County, Maine. (MOLU-1-9, MOLU-1-16, MOLU-1-17)

2. Warranty Deed dated November 22, 1985, by and between Peggy G. Daniels, as Grantor, and H. C. Haynes, Inc., a Maine Business Corporation, as Grantee, recorded on December 2, 1985, in Book 3755, Page 66, at the Register of Deeds, Penobscot County, Maine. (MATT-R7-3)

3. Quitclaim Deed with Covenant dated June 30, 1982, by and between, Diamond International Corporation, a Delaware corporation, as Grantor, and Herbert C. Haynes, Inc., a Maine corporation, as Grantee, recorded August 3, 1982, in Book 1608, Page 33, at the Register of Deeds, Arookstook County, Maine. (MOLU-1-6)

4. Quit Claim Deed dated November 17, 1965, by and between Elizabeth Haynes, as Grantor, and Herbert C. Haynes, Inc., a corporation organized under the laws of the State of Maine, as Grantee, recorded December 2, 1965, in Book 962, Page 171, at the Register of Deeds, Aroostook County, Maine. (MACW-3-1)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Easement Area

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

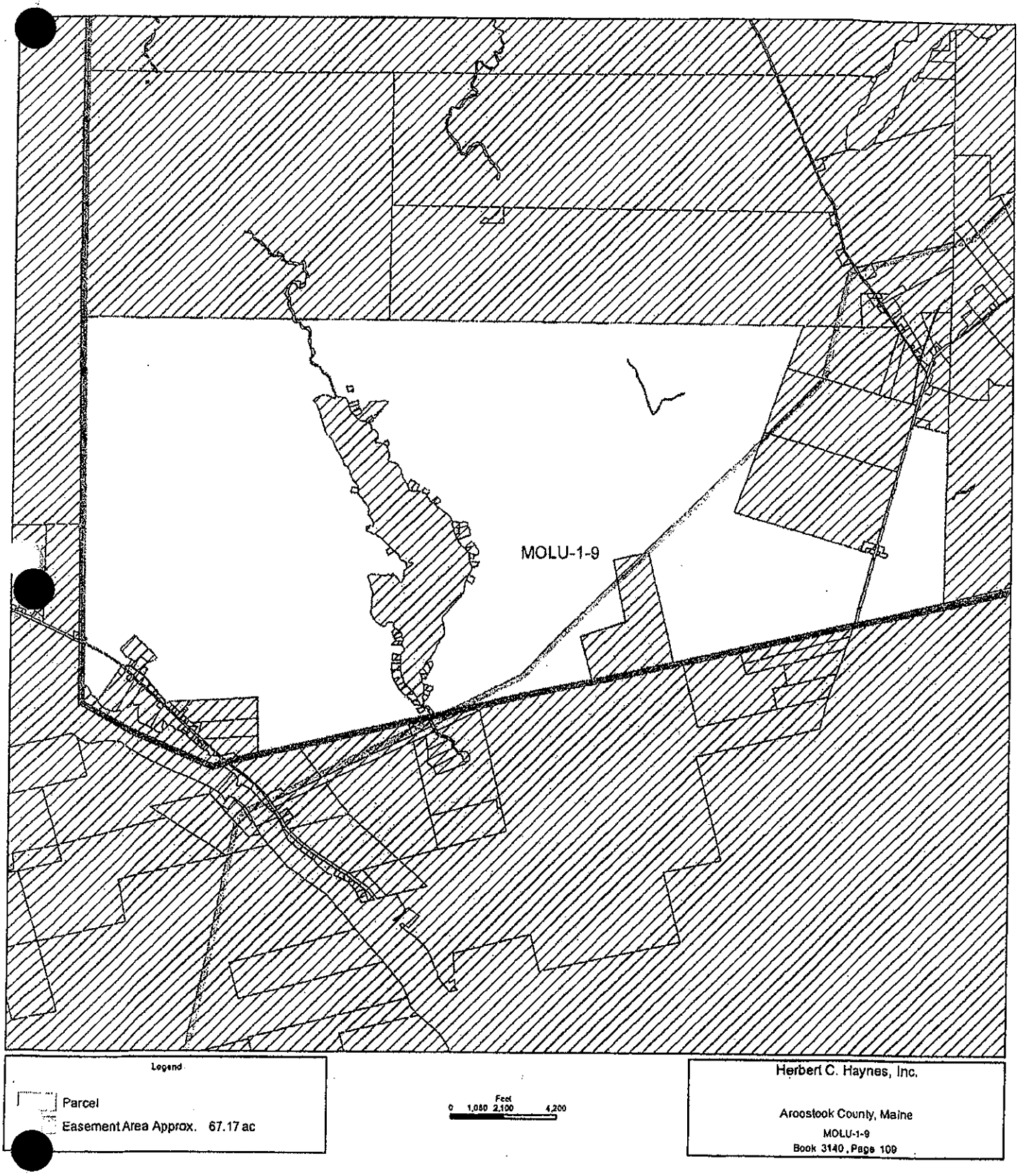


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

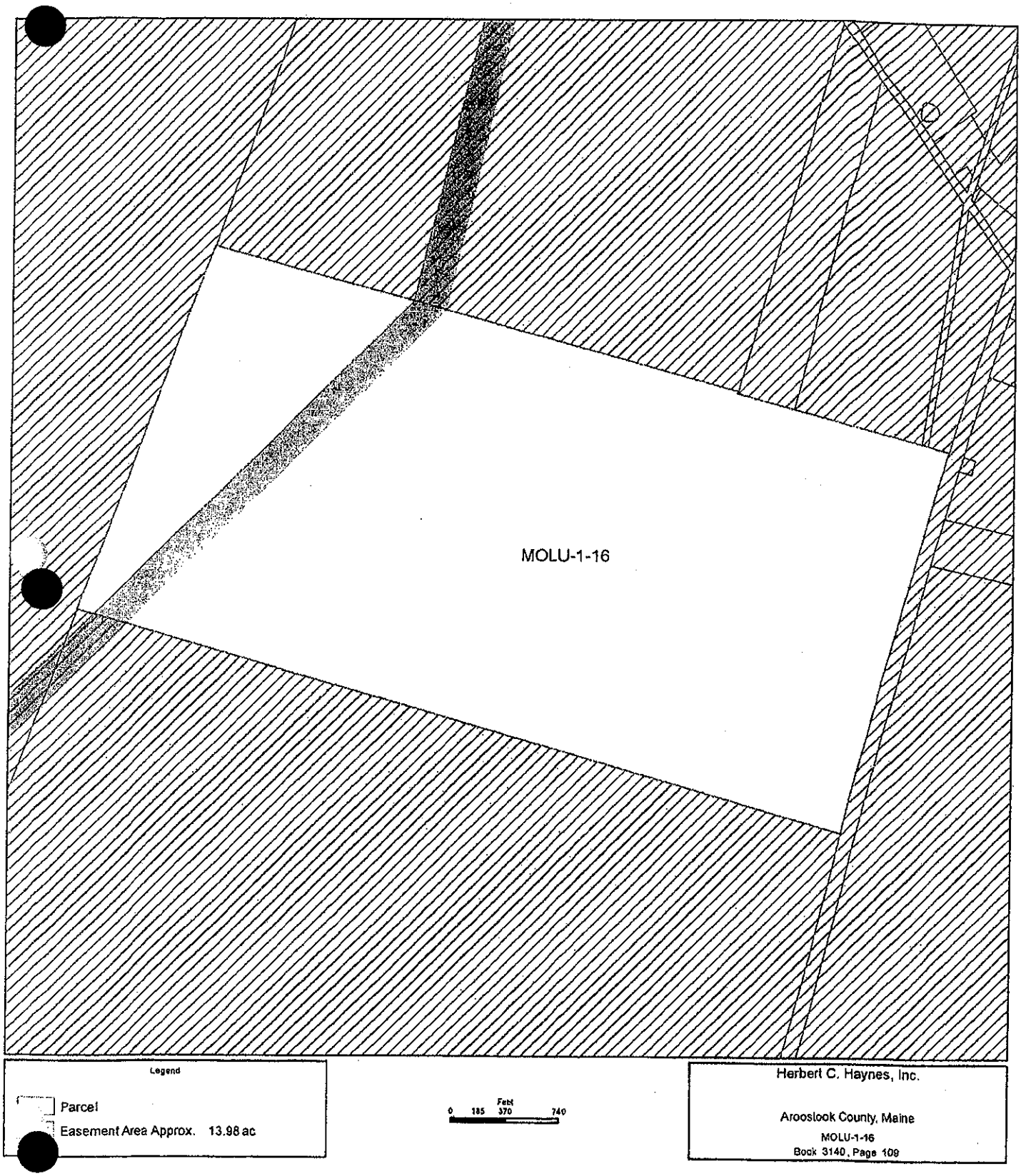


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

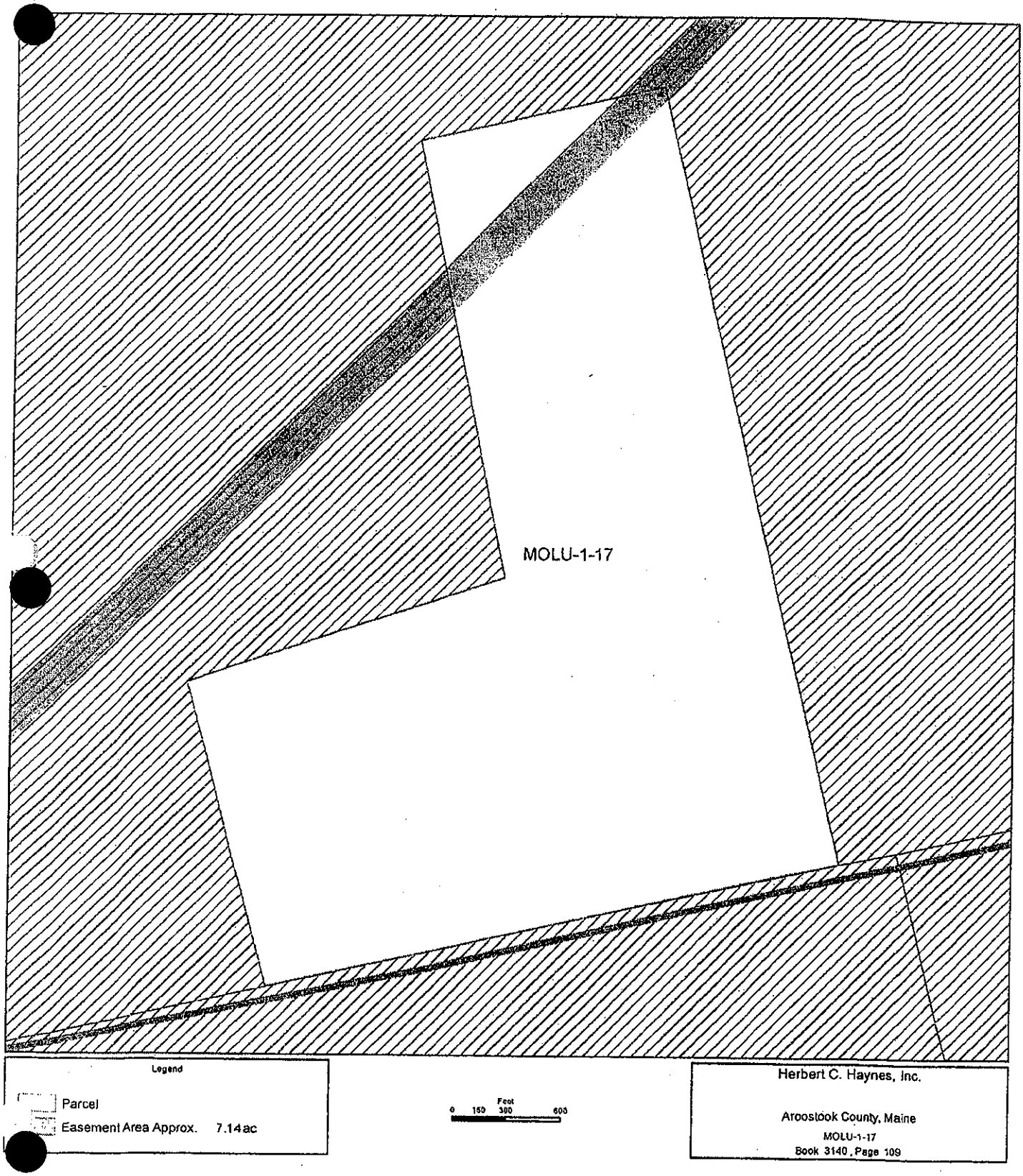


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

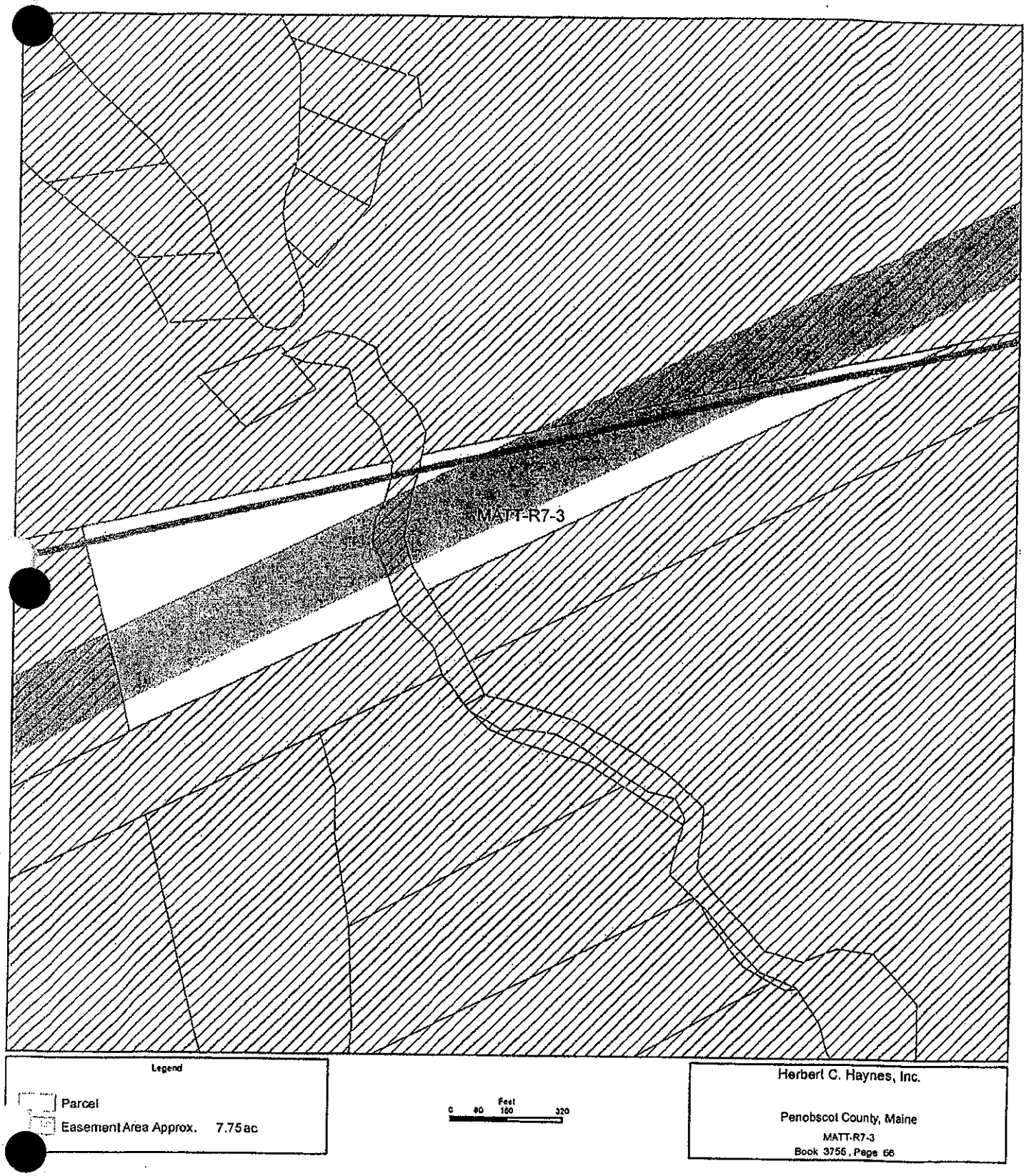


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

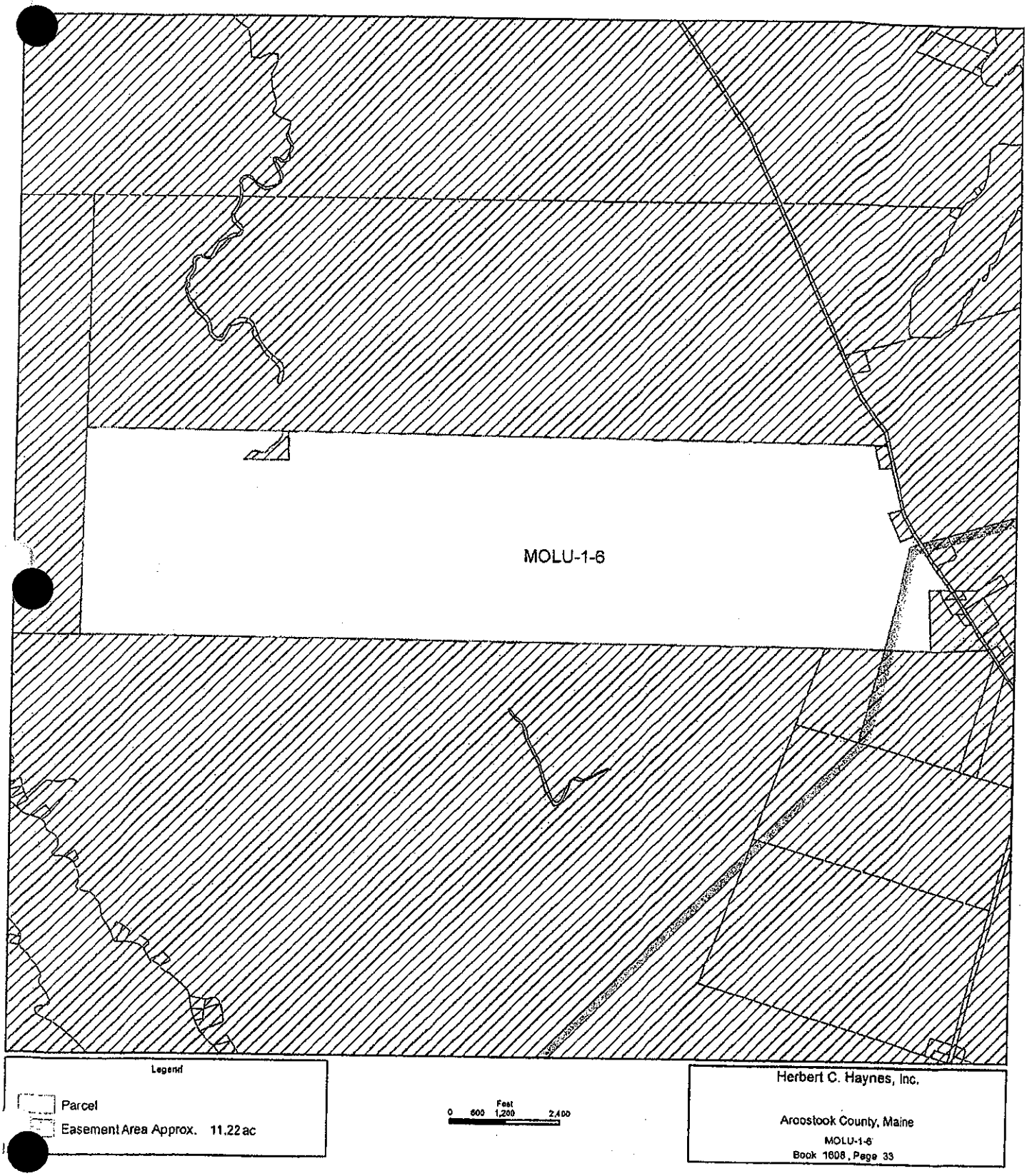
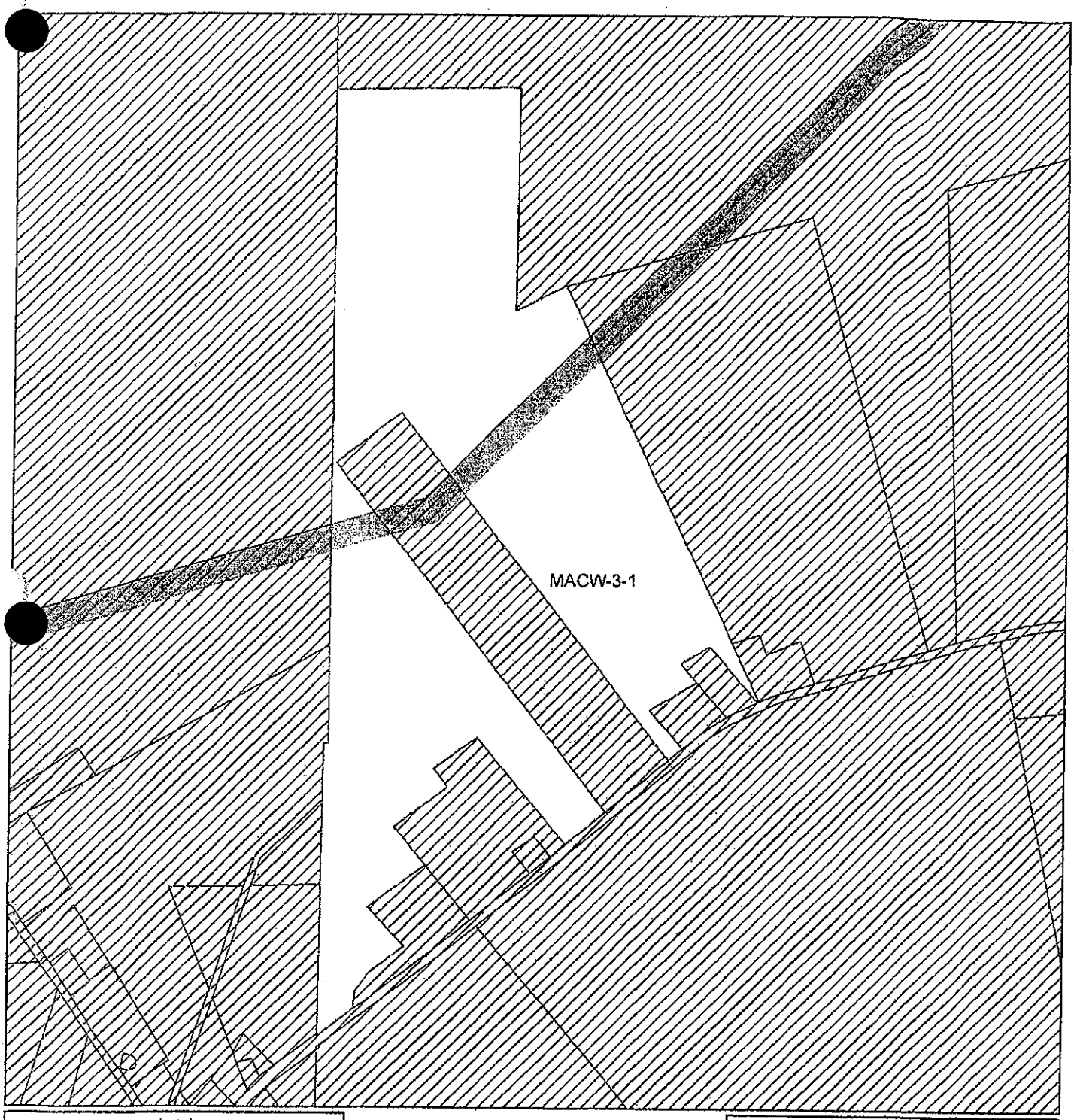


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



Legend

Parcel

Easement Area Approx. 8.89 ac

Feet
0 220 440 880

Herbert C. Haynes, Inc.

Aroostook County, Maine

MACW-3-1

Book 962 , Page 171

EXHIBIT C
Pre-Existing Encumbrances
Herbert C. Haynes, Inc. Lots
00007571

MACW-3-1:

Pole Line Easement from Herbert C. Haynes, Inc. to Maine Public Service Company dated December 4, 1968 and recorded in the Southern Aroostook Registry of Deeds in Book 1038, Page 2.

MOLU-1-9, MOLU-1-16, MOLU-1-17:

a. Crossing rights reserved in the deed from Edward D. Leonard III to Herbert C. Haynes, Inc. recorded in the Southern Aroostook Registry of Deeds in Book 2140, Page 109.

b. The right of flowage given by Charles P. Webber, et al to Great Northern Paper Company by instrument dated October 26, 1938, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 474, Page 434; said right of flowage being to contour line 240 and affects Lot number 4 by Fred J. Fiske survey of 1889.

c. The property is subject to a pole line easement given by Anne Webber Chase, et al, to Maine Electric Power Company, Inc. by instrument dated March 2, 1967, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 996, Page 150.

d. Pole line easement given by Anne Webber Chase, et al to Maine Public Service Company by instrument dated December 2, 1969, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 1055, Page 458.

e. The School Lot and Minister Lot are subject to an easement over a 3.15 acre parcel taken by condemnation by the United States Government in 1951.

f. Parcel 2 is subject to the rights described in the deed from the State of Maine recorded in the Aroostook County Registry of Deeds in Volume 1861, Page 18.

g. Right of Way Easement from Herbert C. Haynes, Herbert C. Haynes, Inc. and Lakeville Shores, Inc. to SP Forests LLC dated March 27, 2003 and recorded in the Southern Aroostook Registry of Deeds in Book 3794, Page 326.

h. Easement from Herbert C. Haynes, Inc. to Bangor Hydro-Electric Company dated September, 2003 and recorded in the Southern Aroostook Registry of Deeds in Book 3872, Page 104;

i. Rights and easements conveyed to others by Herbert C. Haynes, Inc. by deeds set forth in Exhibit A attached hereto.

j. Such state of facts as are shown on plans of land entitled Subdivision Plan TA R5 W.E.L.S. for Webber Timberlands by Prentiss & Carlisle Management Co., Inc. dated October 8, 1990 and recorded in the Southern Aroostook County Registry of Deeds in Plan Book 38, Pages 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B and 17A.

MOLU-1-6:

TBD.

MATT-R7-3:

TBD.

Received
AROOSTOOK SS
PATRICIA F BROWN,REGISTER

Bk 12054 Ps258 #3862
02-17-2010 @ 10:13a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **HERBERT C. HAYNES, INC.**, a Maine corporation, with a mailing address of P. O. Box 96, Winn, Maine 04495 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Molunkus and the Plantation of Macwahoc, County of Aroostook, and the Township of Mattawamkeag, County of Penobscot, Maine, described in those deeds recorded in the Aroostook and Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, for the operation of the Transmission Facilities, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee, except as set forth in Section 28.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and

operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of

such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to

record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided: (i) that any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the

purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; (v) publicly oppose any project associated with the rights granted under this Agreement; or (vi) in the conduct of any timber harvesting and/or forest management operations and/or any other activities or undertakings conducted on the Land, violate or breach or fail to fully comply with any and all 1. permits, authorizations, and/or other approvals obtained by or on behalf of Grantee in connection with its activities on the Land and/or Easement Area and 2. laws and regulations then-applicable to the Land. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment required of Grantee under Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land

are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to

any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Herbert C. Haynes, Inc.
c/o Herbert C. Haynes, Jr., President
P. O. Box 96
Winn, Maine 04495

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances**. Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any

court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. **Tree Removal.** At least forty five (45) days prior to any substantial cutting of trees on the Land by Grantee related to the exercise of any of its easement rights during the period of the effectiveness of the Construction Easement hereunder, Grantee will inform Grantor of the area that is to be cut in order to give Grantor the opportunity to capture the timber value of the removed trees. Within thirty (30) days following sending of the notice by Grantee, Grantor shall provide Grantee a written notice and proposal for removing the timber and related operations required to satisfy Grantee's construction and permitting requirements and schedule ("**Grantor's Proposal**"). Within forty five (45) days following sending of the notice by Grantee, Grantee and Grantor shall attempt to agree on the terms of Grantor's Proposal including

the volume, quantity and quality and the then-prevailing market stumpage value of the trees to be removed. Grantee may seek proposals from third parties other than Grantor as well. If Grantor's Proposal will cost Grantee the same as or less than, a third party's proposal and otherwise shall comply with the Grantee's construction and permitting requirements and schedule, then Grantee shall use reasonable efforts to enter into an agreement with Grantor on the terms set out in Grantor's Proposal (as the same has been negotiated and/or mutually agreed upon). Grantor shall not be entitled to any payment from Grantee for stumpage, wood or timber removed by Grantor or its agents pursuant to Grantor's Proposal and any agreement related thereto, other than as expressly set out in such agreement. In the event Grantor shall not provide timely notice of Grantor's Proposal as set out above, or in the event Grantor's Proposal is greater than a third party's proposal, or Grantor shall not timely complete the cutting operations in strict accordance with Grantee's schedule and the agreed upon terms, Grantee may then elect to conduct the removal itself or through its agents. In the event Grantee so elects to remove the trees itself, Grantee shall make the timber removed from the Land during construction by Grantee or its agents reasonably available to Grantor at the processing center or logging yard used by Grantee or its contractors, and Grantor shall be entitled to pick up such timber from the center or yard and sell it for its own accord, and all such timber and proceeds therefrom shall be and remain the property of Grantor and upon making such timber reasonably available to Grantor, Grantee shall have no obligation to pay Grantor any amount for stumpage, wood or timber that is removed by Grantee or on its behalf.

Grantee may, in Grantee's discretion, hire an independent forester to determine the volume, quantity and quality of the timber removed from the Land. In the event the parties disagree on valuation of the stumpage, the parties will negotiate to come to an agreement on value. Nothing in this Section 28 is intended to prohibit, restrict, delay or affect Grantee's construction schedule and Grantee's absolute right under this Agreement to clear and remove timber and vegetation and conduct any other activity related to its intended uses of the Easement Area and/or Land. Notwithstanding anything to the contrary contained in this Agreement (including Grantor's reserved rights in the Land), in order to protect and preserve the interests of Grantee hereunder, Grantor shall not conduct any timber harvesting and forest management operations on the Land prior to the termination of the Construction Easement without first obtaining the express written consent of the Grantee to such operations and activities, after submission of reasonably detailed plans showing the location of all such proposed operations and activities.

The obligations of Grantee and the rights of Grantor under this Section 28 shall automatically terminate upon termination of the Construction Easement without further action by Grantor or Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **HERBERT C. HAYNES, INC.**, has caused this instrument to be executed by its duly authorized representative this 9th day of Feb, 2010.

HERBERT C. HAYNES, INC.,
a Maine corporation

By: _____
Herbert C. Haynes, Jr., President

STATE OF MAINE §
§
COUNTY OF Penobscot § February 9th, 2010

Personally appeared the above-named Herbert C. Haynes, Jr., President, of HERBERT C. HAYNES, INC., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

_____
Notary Public State of Maine

Print Name of Notary: Kim Rutty
Notary Public
My Commission Expires:
12-7-2011

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 9th day of February, 2010.

MAINE GENLEAD, LLC

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § Feb 9th, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SEAL

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Herbert C. Haynes, Inc., a Maine corporation, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Trustee's Deed dated May 28, 1998, by and between Edward D. Leonard III of Bangor, Penobscot County, Maine, not individually but only in his capacity as Trustee of Land Exchange Trust under Declaration of Trust dated November 1, 1991, as Grantor, and Herbert C. Hayes, Inc., a Maine corporation, as Grantee, recorded May 29, 1998, in Book 3140, Page 109, at the Register of Deeds, Aroostook County, Maine. (MOLU-1-9, MOLU-1-16, MOLU-1-17)

2. Warranty Deed dated November 22, 1985, by and between Peggy G. Daniels, as Grantor, and H. C. Haynes, Inc., a Maine Business Corporation, as Grantee, recorded on December 2, 1985, in Book 3755, Page 66, at the Register of Deeds, Penobscot County, Maine. (MATT-R7-3)

3. Quitclaim Deed with Covenant dated June 30, 1982, by and between, Diamond International Corporation, a Delaware corporation, as Grantor, and Herbert C. Haynes, Inc., a Maine corporation, as Grantee, recorded August 3, 1982, in Book 1608, Page 33, at the Register of Deeds, Arookstook County, Maine. (MOLU-1-6)

4. Quit Claim Deed dated November 17, 1965, by and between Elizabeth Haynes, as Grantor, and Herbert C. Haynes, Inc., a corporation organized under the laws of the State of Maine, as Grantee, recorded December 2, 1965, in Book 962, Page 171, at the Register of Deeds, Aroostook County, Maine. (MACW-3-1)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Easement Area

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

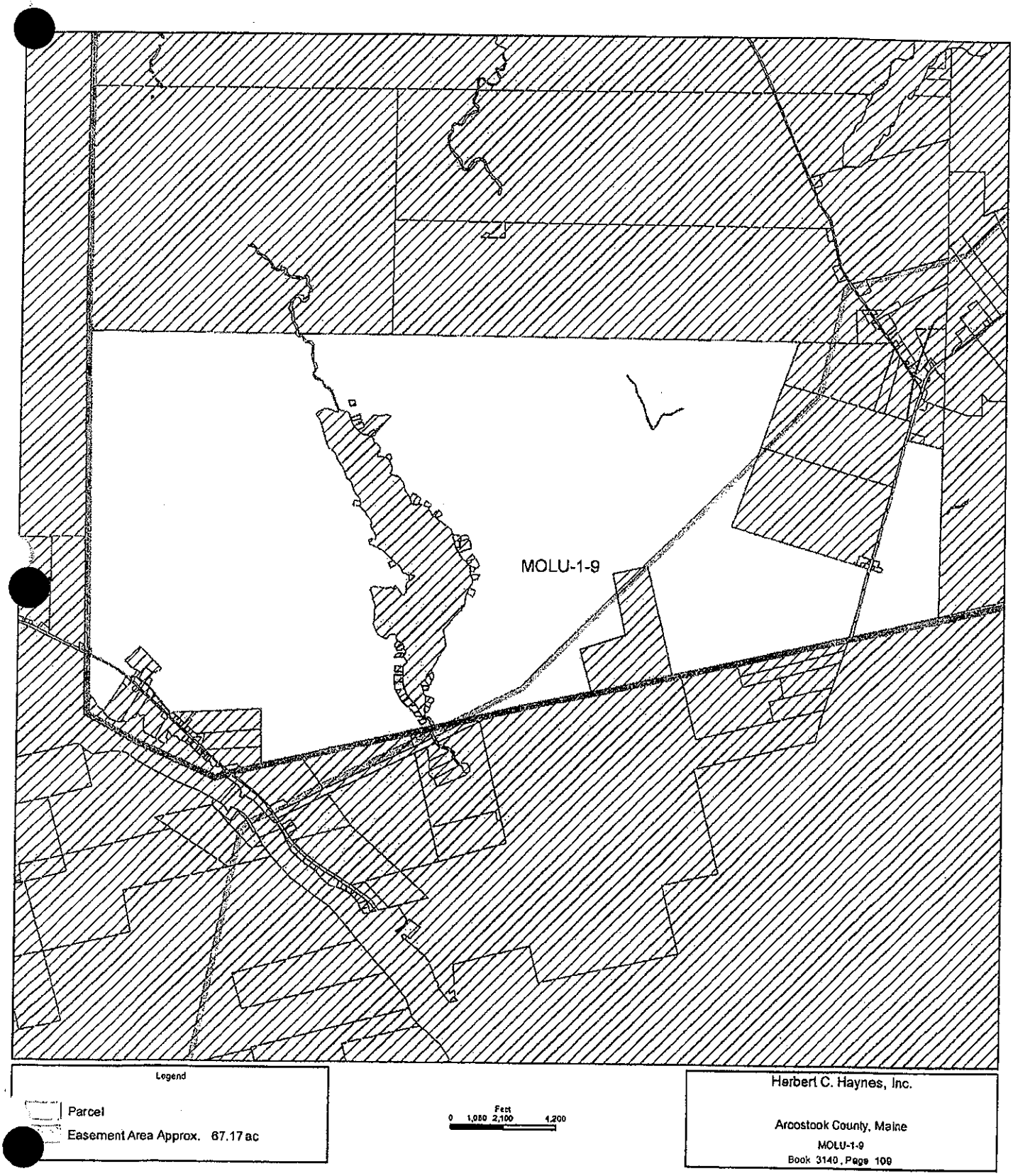


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

Legend

Parcel

Easement Area Approx. 13.98 ac

Feet
0 185 370 740

Herbert C. Haynes, Inc.

Aroostook County, Maine

MOLU-1-16

Book 3140, Page 109

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

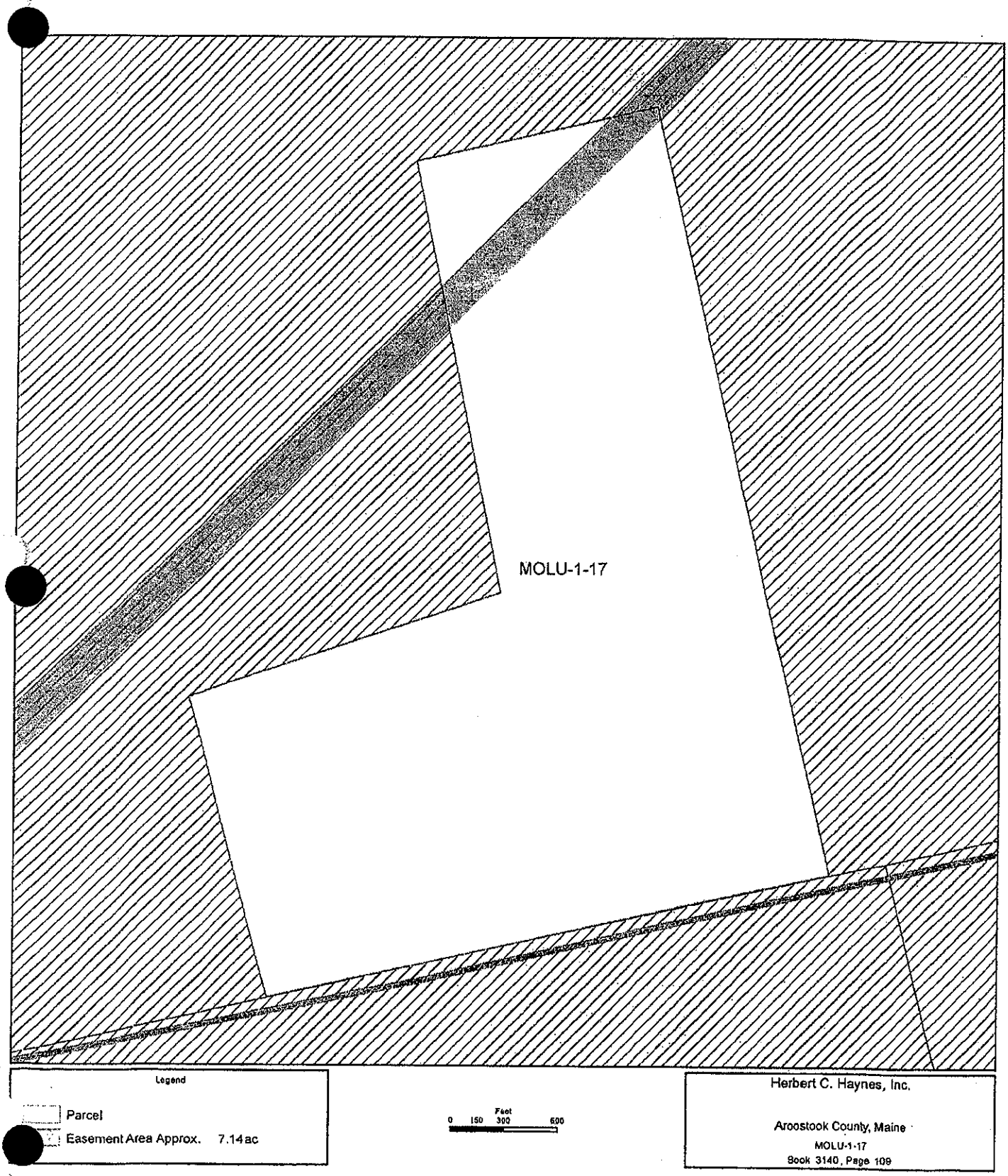
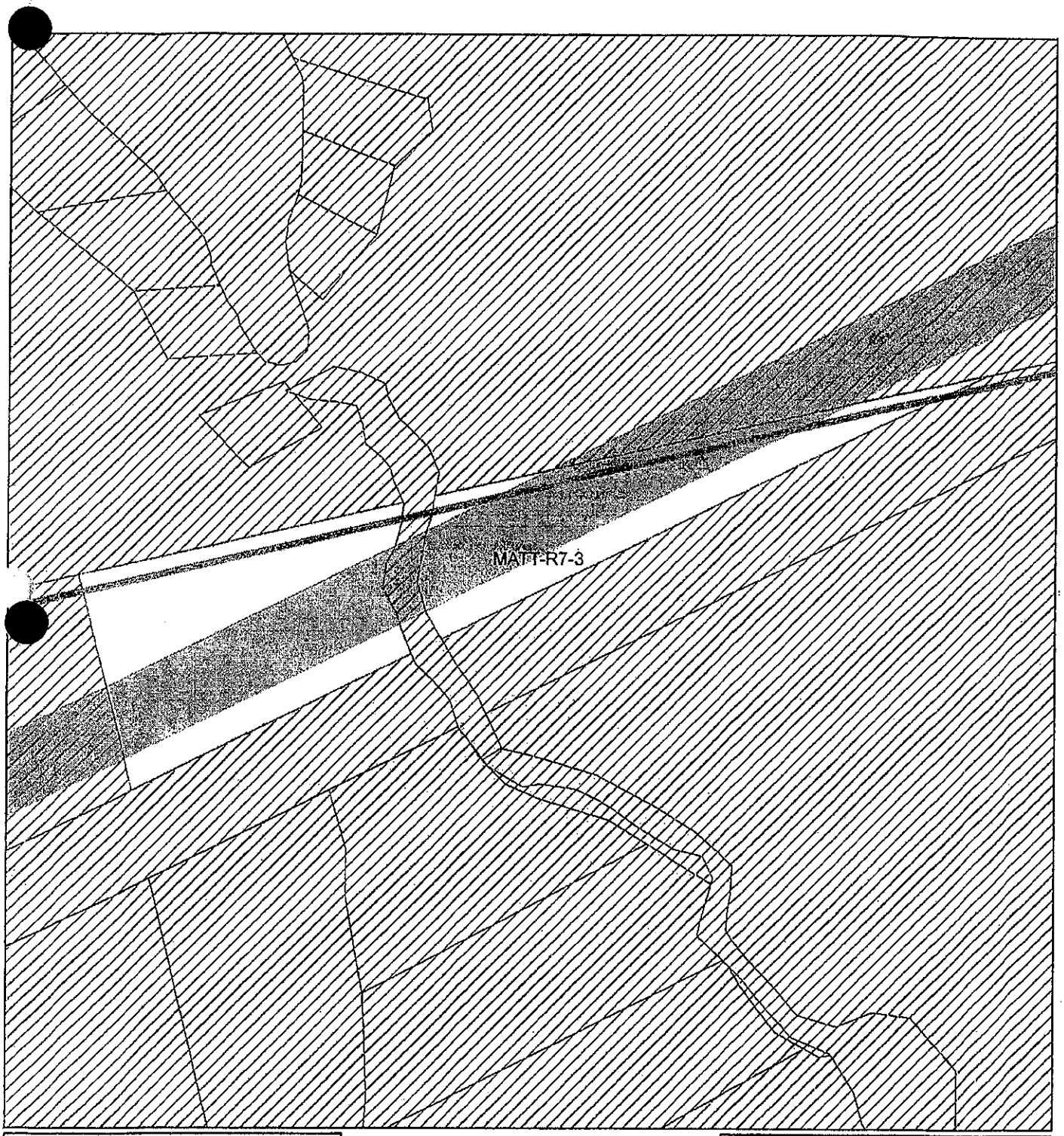


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



Legend

Parcel

Easement Area Approx. 7.75ac

Feet
0 80 160 320

Herbert C. Haynes, Inc.

Penobscot County, Maine

MATT-R7-3

Book 3755, Page 66

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

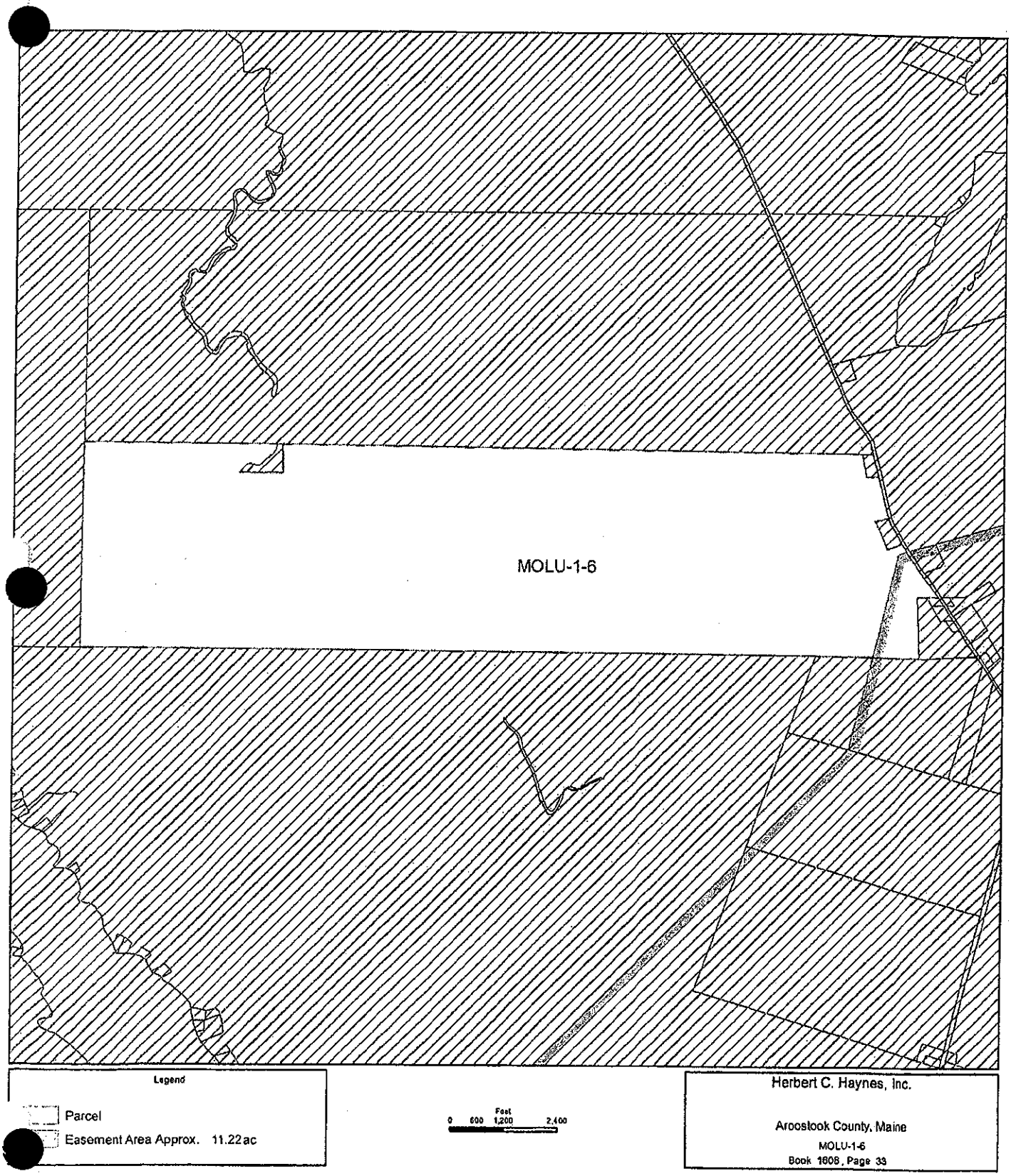


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

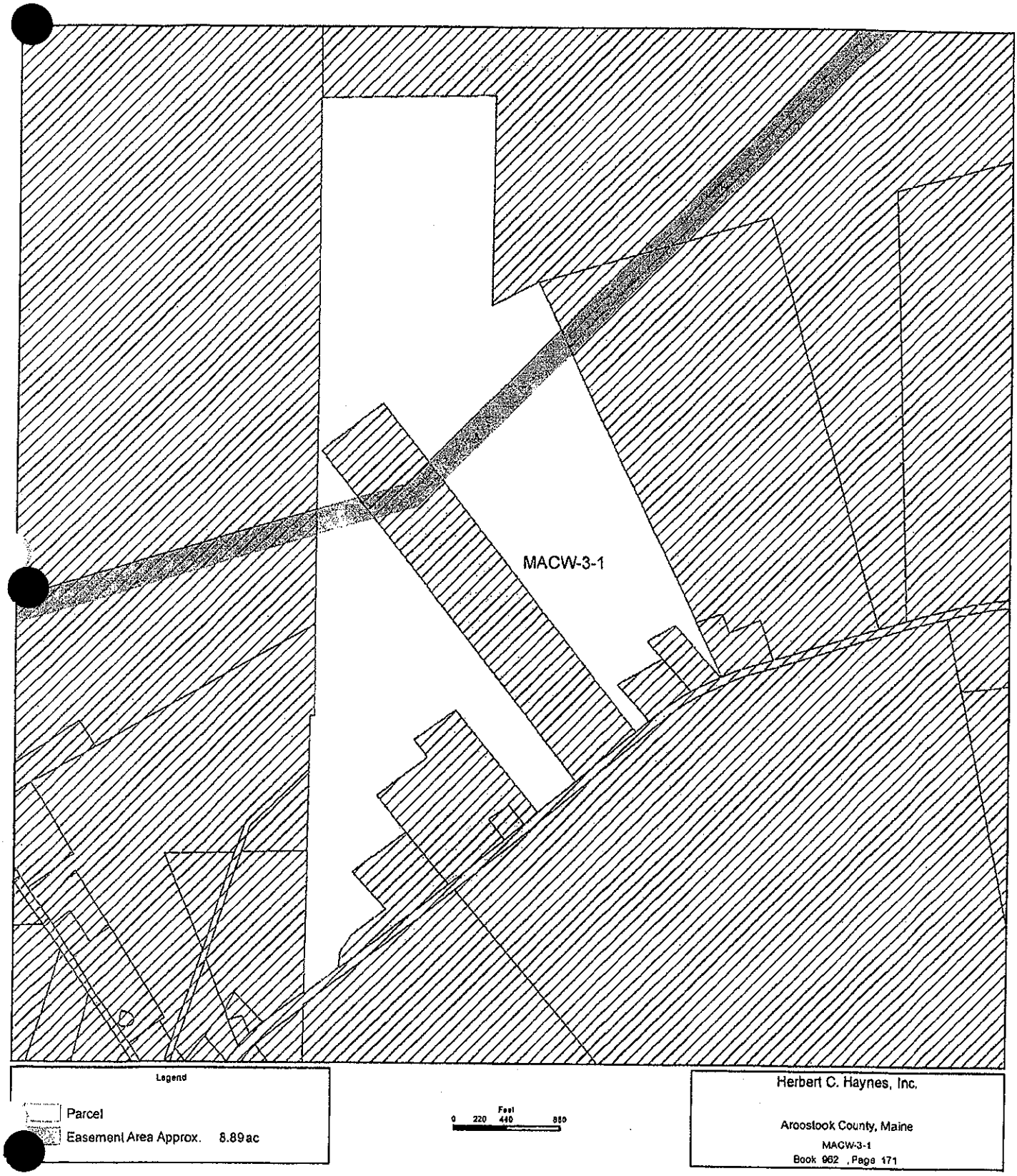


EXHIBIT C
Pre-Existing Encumbrances
Herbert C. Haynes, Inc. Lots
00007571

MACW-3-1:

Pole Line Easement from Herbert C. Haynes, Inc. to Maine Public Service Company dated December 4, 1968 and recorded in the Southern Aroostook Registry of Deeds in Book 1038, Page 2.

MOLU-1-9, MOLU-1-16, MOLU-1-17:

a. Crossing rights reserved in the deed from Edward D. Leonard III to Herbert C. Haynes, Inc. recorded in the Southern Aroostook Registry of Deeds in Book 2140, Page 109.

b. The right of flowage given by Charles P. Webber, et al to Great Northern Paper Company by instrument dated October 26, 1938, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 474, Page 434; said right of flowage being to contour line 240 and affects Lot number 4 by Fred J. Fiske survey of 1889.

c. The property is subject to a pole line easement given by Anne Webber Chase, et al, to Maine Electric Power Company, Inc. by instrument dated March 2, 1967, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 996, Page 150.

d. Pole line easement given by Anne Webber Chase, et al to Maine Public Service Company by instrument dated December 2, 1969, and recorded in the Aroostook County Registry of Deeds (Southern Division) in Volume 1055, Page 458.

e. The School Lot and Minister Lot are subject to an easement over a 3.15 acre parcel taken by condemnation by the United States Government in 1951.

f. Parcel 2 is subject to the rights described in the deed from the State of Maine recorded in the Aroostook County Registry of Deeds in Volume 1861, Page 18.

g. Right of Way Easement from Herbert C. Haynes, Herbert C. Haynes, Inc. and Lakeville Shores, Inc. to SP Forests LLC dated March 27, 2003 and recorded in the Southern Aroostook Registry of Deeds in Book 3794, Page 326.

h. Easement from Herbert C. Haynes, Inc. to Bangor Hydro-Electric Company dated September, 2003 and recorded in the Southern Aroostook Registry of Deeds in Book 3872, Page 104;

i. Rights and easements conveyed to others by Herbert C. Haynes, Inc. by deeds set forth in Exhibit A attached hereto.

j. Such state of facts as are shown on plans of land entitled Subdivision Plan TA R5 W.E.L.S. for Webber Timberlands by Prentiss & Carlisle Management Co., Inc. dated October 8, 1990 and recorded in the Southern Aroostook County Registry of Deeds in Plan Book 38, Pages 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B and 17A.

MOLU-1-6:

TBD.

MATT-R7-3:

TBD.

PENOBSCOT COUNTY, MAINE
Register of Deeds

Bk 12195 Ps105 #21551
07-19-2010 @ 11:47a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **VAUGHN A. PETERS**, an individual, with a mailing address of P. O. Box 62, Mattawamkeag, ME 04459 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Mattawamkeag, Penobscot County, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, only for the operation of Transmission Facilities, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area. The right granted in this paragraph shall be utilized only for the operation of Transmission Facilities.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area. The right granted in this paragraph shall be utilized only for the operation of Transmission Facilities.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route as determined by Grantor and depicted on Exhibit B.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing up to 50 feet outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of the specified road depicted on Exhibit B and determined by Grantor, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights

granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. Grantor grants to Grantee the right to improve the specified road, which is depicted on Exhibit B, as needed for access to the Easement Area. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

5. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary

herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

6. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

7. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is

reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

8. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

9. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease

and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

10. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

11. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

12. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee. Grantor and Grantee agree and acknowledge that any assignment of or sublease of the Easements shall be for the operation of Transmission Facilities only.

13. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by

Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

14. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

15. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

16. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Vaughn A. Peters
P. O. Box 62
Mattawamkeag, ME 04459

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

17. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

18. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

19. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

20. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

21. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

22. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

23. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

24. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

25. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **VAUGHN A. PETERS**, has executed this instrument this 22nd day of June, 2010.

Vaughn A. Peters

STATE OF MAINE §
§
COUNTY OF Penobscot § 6/22, 2010

Personally appeared the above-named VAUGHN A. PETERS and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Corris Ann Richards
Notary Public

Print Name of Notary: Corris Ann Richards

CORRIS ANN RICHARDS
NOTARY PUBLIC
State of Maine
My Commission Expires
December 15, 2012

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 6th day of July, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC, its Member
By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH
STATE OF ~~MASSACHUSETTS~~ §
§
COUNTY OF Suffolk §

July 6, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

* Maine Wind Holdings, LLC, which is the Member of

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Option by and between Vaughn A. Peters, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Quit Claim Deed dated July 22, 1965 by and between Woodford W. Peters and wife, Beulah H. Peters; Maurice T. Peters and wife, Theresa Peters; Donna Maxine Heath and husband, Robert Paul Heath; Patricia A. Peters, being single; and Margaret C. Peters, being a widow, Grantor, and Vaughn A. Peters, Grantee, recorded July 26, 1965, Registry of Deeds in Penobscot County, Maine, in Book 2013, Page 157. (MATT-R7-4 and MATT-R7-5)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

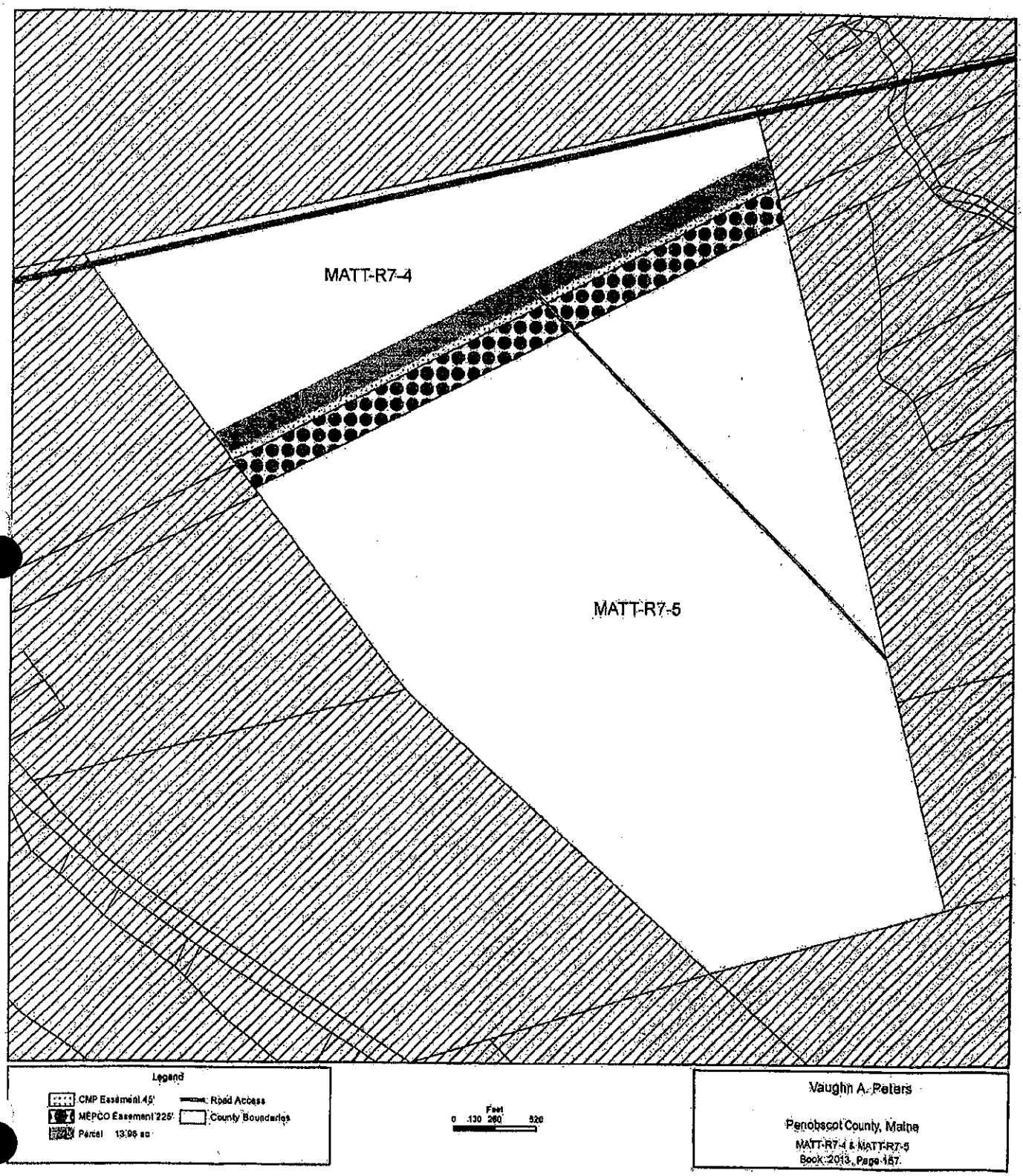


EXHIBIT C

Pre-existing Encumbrances

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Bk 12226 Pg255 #25461
08-23-2010 @ 10:19a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **MAURICE L. GRAY**, an individual, with a mailing address of P. O. Box 13, Medway, Maine, 04460 ("**Grantor**") AND **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Mattawamkeag, Penobscot County, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement.** Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary

herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

8. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to

be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

9. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

10. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease

and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

11. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

12. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

13. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

14. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

15. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees),

damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

16. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Maurice L. Gray
P.O. Box 13
Medway, ME 04460

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on

the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

18. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

19. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

20. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

21. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

22. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

24. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

25. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

26. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MAURICE L. GRAY**, has executed this instrument this 1 day of July, 2010.

MAURICE L. GRAY

STATE OF MAINE §
§
COUNTY OF Penobscot § July 1, 2010

Personally appeared the above-named MAURICE L. GRAY and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public
exp 1-16-2016

Print Name of Notary: Katherine Lee

SEAL

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 3rd day of August, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC, its Member
By: [signature]
Name: Elizabeth Weir
Its: Assistant Secretary

~~STATE~~ Commonwealth OF Massachusetts §
§
COUNTY OF Suffolk §

Aug 3, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary* of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

[signature]
Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

* Maine Wind Holdings, LLC, the Member of

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Maurice L. Gray, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

Warranty Deed dated March 13, 2006 by and between Brian Souers and Maruice L. Gray, recorded on April 21, 2006 in Book 10397, Page 306, at the Register of Deeds, Penobscot County, Maine. (MATT-R7-13)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

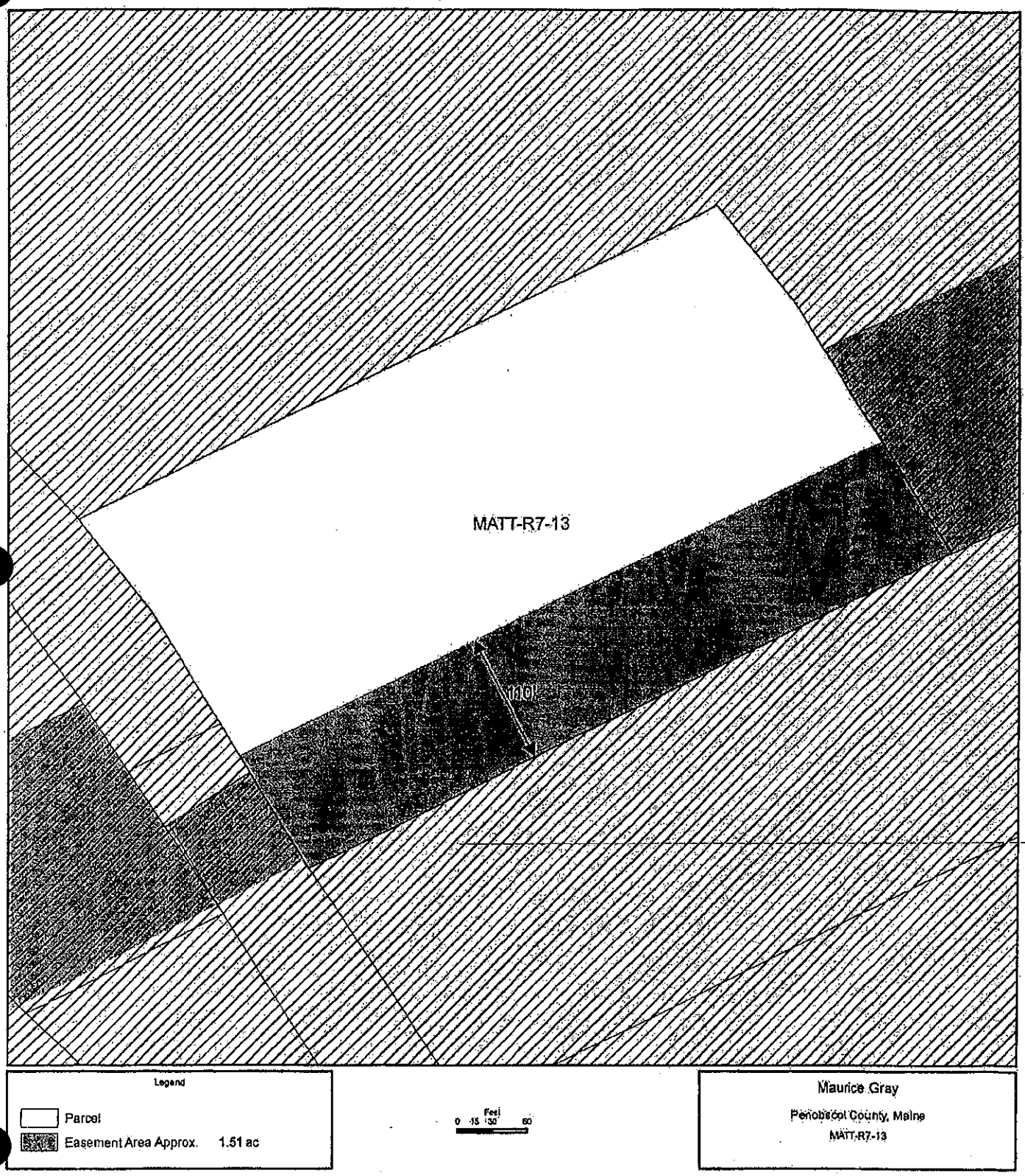


EXHIBIT C

Pre-existing Encumbrances

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Compensation Agreement

This Compensation Agreement is entered into as of the 3rd day of August, 2010 (the "**Effective Date**") by and between **MAURICE L. GRAY**, an individual, with a mailing address of P. O. Box 13, Medway, Maine 04460 ("Grantor") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address of c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**") in consideration of Grantor granting the Easements and rights described in the Transmission Easement Agreement attached hereto as Exhibit A (the "**Agreement**"). Grantor and Grantee agree as follows:

A. Grantee shall pay to Grantor within thirty (30) days after the Effective Date of the Agreement, the sum of Ten Thousand and No/100 Dollars ($10,000.00) (the **"Term Easement Payment"**). The Parties agree that the Term Easement Payment is equal to twenty (20) percent of the Final Easement Price. (Unless specifically defined herein, capitalized terms shall have the meaning given to them in the Agreement.)

B. If Grantor exercises its Right to Extend, Grantee shall pay to Grantor with the Initial Extension Notice an **Initial Extension Payment** that is equal to twenty (20) percent of the Final Easement Price.

C. If Grantor further exercises its Right to Extend, Grantee shall pay to Grantor with the Final Extension Notice the **Final Easement Payment**. The Final Easement Payment shall be equal to the Final Easement Price reduced by the Term Easement Payment and further reduced by (i) the Initial Extension Payment, if any, and (ii) if Grantor is not a resident of Maine, any amounts required as withholding pursuant to 36 M.R.S.A. § 5250-A. Unless the Parties agree otherwise, the Final Easement Payment shall be in the form of a bank or certified check.

D. Any amounts paid to Grantor under this Compensation Agreement and the Agreement are to remain strictly, totally and completely confidential. Grantor acknowledges and agrees that and any breach of the terms of this Paragraph D shall entitle Grantee to seek all equitable relief as well as monetary damages from Grantor. Grantor may provide copies of the Agreement and this Compensation Agreement and disclose the terms thereof only to Grantor's family ("**family**" shall be deemed to include Grantor's spouse and children, and if none, persons who would be Grantor's heirs in the event of intestacy), attorney, accountant, financial advisor and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Grantor and for no other purpose, so long as such authorized parties agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of the Agreement or disclose the terms thereof to any unauthorized person or entity.

E. If Grantor consists of more than one individual, payments under this Compensation Agreement shall be distributed as follows:

Name of Grantor/Payee: Maurice L. Gray 100% $50,000.00

SS #:_____

Phone No.: (207) 746-9229

Signature and completed W-9 form required from each Grantor/payee ☐

Signature and completed Substitute Form 1099s required from each Grantor/payee ☐

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, MAURICE L. GRAY, has executed this instrument this _____ day of _____, 2010.

Maurice L. Gray

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, MAINE GENLEAD, LLC, has caused this instrument to be executed by its duly authorized representative this 3rd day of August, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC, its Member

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

Bk 12431 Pg109 #7269
03-22-2011 @ 11:07a

GRANT OF EASEMENT

This GRANT OF EASEMENT (this "Easement") is made and entered into as of the 18th day of February, 2011 (the "Effective Date") by and between **Great Lakes Hydro America, LLC** (formerly known as GNE, LLC), a Delaware limited liability company with a mailing address of 1024 Central Street, Millinocket, ME 04462 ("Grantor") and **Maine GenLead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Grantee"). Each of Grantor and Grantee is sometimes referred to as a "Party" and collectively as the "Parties."

RECITALS

A. Grantor is the owner of certain real property located in the Towns of Mattawamkeag and Woodville, Penobscot County, Maine, consisting of several acres along both sides of the Penobscot River (the "River") and surrounding the Weldon Dam as more specifically described in the deed excerpt to Grantor listed on the attached **Exhibit A** and incorporated herein by this reference (the "Premises"). Grantor is also the owner of the real property associated with the Mattaceunk Project (FERC No. 2520) (the "Mattaceunk Project"), which encompasses the Premises.

B. Grantee is a private power generator and currently in the process of assembling a corridor for the placement of the Transmission Line, as defined herein, for the transmission of electrical power and telecommunications services related to the operation of the line. "Transmission Line" shall mean all overhead improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including overhead 115 kv electrical transmission lines, wires, cables and apparatus for the transmission of electrical power and telecommunications services.

C. Grantee has determined that the Transmission Line must cross the River, and proposes that the Transmission Line cross through the Premises and the Mattaceunk Project, including its FERC project boundary (the "Project Boundary").

D. Grantee desires an easement from Grantor in order to gain access to the Premises, so as to construct, operate, and maintain the Transmission Line over and across the Premises and the River, and Grantor has agreed to grant such an easement to Grantee on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

GRANT

Section 1.1 Easement; Consideration. In consideration of the payments to be made by Grantee to Grantor under the terms of that certain Compensation Agreement of near or even date herewith by and between Grantor and Grantee (the "Compensation Agreement") which Compensation Agreement is incorporated herein by reference, Grantor grants to Grantee a nonexclusive easement to and from, and on, over, and across the Premises for the purposes of the construction, operation and maintenance of the Transmission Line (the "Easement") for a period from the date hereof and extending to twenty years from the date of commissioning of the Wind Power Project of Evergreen Wind Power II, LLC, or its successors and assigns, located in Oakfield, Maine (the "Easement Term"). This Easement shall be terminable immediately by Grantor in the event of any default by Grantee under the Compensation Agreement. In the event the Compensation Agreement is terminated for any reason other than by the written agreement of Grantor and Grantee), this Easement shall be terminable immediately by Grantor unless the payments required by the Compensation Agreement are otherwise paid to Grantor on the same terms and conditions as set forth therein. Any termination by Grantor pursuant to this Section 1.1 may be evidenced solely by an affidavit of Grantor recorded in the Penobscot County Registry of Deeds.

Section 1.2 Extension. Following the initial Easement Term, at the option of the Grantee, the parties shall negotiate in good faith to determine the price and terms of an extension of the Easement Term by a period of up to twenty (20) years, provided that if the parties have not agreed to the price and terms of an extension prior to the expiration of the initial Easement Term, then this Easement shall terminate, except for those provisions that shall expressly survive any such termination.

Section 1.3 Description of Transmission Line. The Transmission Line shall be constructed and maintained within the area of the Premises shown and in accordance with the specifications described on the attached **Exhibit B**. Notwithstanding the foregoing, the Transmission Line shall: (i) be in the form of overhead or suspended lines extending over the Premises with all support structures for such overhead or suspended lines being located outside of the Premises; and (ii) following installation of the Transmission Line, it shall maintain at least forty (40) feet of wire clearance over and above the surface of the River.

ARTICLE II

INSURANCE; INDEMNITY; SAFETY POLICY; MAINTENANCE

Section 2.1 Public Liability Insurance: Throughout the Term, at Grantee's sole cost and expense, Grantee shall keep or cause to be kept in force, for the mutual benefit of Grantor and Grantee, comprehensive broad form general public liability insurance policies against claims and liability for personal injury, death or property damage arising from Grantee's use and occupation of the Premises pursuant to this Easement, providing protection of at least $1,000,000

for bodily injury or death to any one person, at least $1,000,000 for any one accident or occurrence, and at least $100,000 for property damage. Said policies shall name Grantor as an additional insured and shall constitute primary insurance as to Grantor, its agents and employees, so that any other polices held by Grantor shall not contribute to any loss under said insurance. Said policies shall provide for ten (10) days prior written notice to Grantor of cancellation or material change.

Section 2.2 Indemnification by Grantee. Grantor shall not be liable, and Grantee shall defend and indemnify Grantor against liability for physical damage to property and for physical injuries or death to persons or personal property on or off the Premises arising from any cause or event relating to the construction, operation, or maintenance of the Transmission Line, including without limitation, the exercise by Grantee of its rights under this Easement by Grantee or any Grantee's Agent (as defined below), except to the extent caused by the negligence or willful misconduct of Grantor or its invitees, permittees, or tenants. Grantee waives all claims against Grantor for damage or injury to persons or property, except to the extent caused by the negligence or willful misconduct of Grantor, its invitees, permittees, or tenants. This Section 2.2 shall survive the expiration or earlier termination of this Easement.

Section 2.3 Safety Policy. While on the Premises, Grantee, including, but not limited to, all employees, members, officers, contractors, subcontractors, invitees, permittees, agents, and related entities of Grantee (the "Grantee's Agents"), shall at all times conform to the standards, practices, procedures, and regulations provided for in Grantor's safety policy (the "Safety Policy"), attached hereto as **Exhibit C**. If Grantor determines that Grantee is not in compliance with the Safety Policy, Grantor may immediately suspend Grantee's work and shall provide written notice to Grantee specifying the nature thereof. Following such suspension, Grantee may resume work after taking such actions as are reasonably required by Grantor to comply with the Safety Policy.

ARTICLE III

MAINTENANCE; COMPLIANCE

Section 3.1 Maintenance. Grantee shall bear the sole and absolute responsibility for the maintenance, upkeep and repair of the Transmission Line, including, but not limited to, any and all costs related such maintenance or repairs.

Section 3.2 Compliance. Grantee, at its sole cost and expense, shall bear the sole and absolute responsibility for compliance with any order, statute, ordinance, code, rule or regulation from any governmental authority relating to the construction, maintenance, or operation of the Transmission Line.

ARTICLE IV

FERC LICENSE COMPLIANCE; GRANTOR'S RESERVED RIGHTS

Section 4.1 Covenants: Grantee covenants, confirms and agrees that the Grantee shall act in accordance with the following:

(i) Grantee's use of the lands conveyed in this Easement shall not endanger health, create a nuisance, or otherwise be incompatible with overall Mattaceunk Project recreational use;

(ii) Grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the lands conveyed lands in this Easement will occur in a manner that will protect the scenic, recreational, and environmental values of the Mattaceunk Project; and

(iii) Grantee shall not unduly restrict public access to Mattaceunk Project waters.

Section 4.2 Grantor's Reserved Rights: The Grantor shall have the right to use the Premises in any manner not inconsistent with the purposes of this Easement and the rights, covenants, and restrictions set forth herein. Notwithstanding the foregoing, the Parties agree to the following:

(i) Hydro-Power Related, Structures, and Uses: Grantor shall have the right to perform any and all acts to ensure compliance as required by the Federal Energy Regulatory Commission in connection with the Mattaceunk Project now or in the future, including, without limitation, the protection of public access to project lands and waters, and the protection of aesthetic, vegetative, and water quality resources as well as compliance with any specific requirements or plans, including, but not limited to, requirements for habitat improvement, fishways, wetlands enhancement, artificial nesting structures for aquatic birds, existing or future recreational facilities constructed or maintained by the Grantor, management of historic properties, and shoreline buffer zone management.

(ii) Compliance with Law: Grantor shall have the right to use the Premises, and construct and maintain any structures or facilities upon the Premises, in such a manner as required by, or in order to comply with, any federal, state, or local governmental statute, regulation, rule, ordinance, or order.

ARTICLE V

REMEDIES

Section 5.1 Remedies. Except as otherwise explicitly provided herein, if Grantee fails to comply with any other material obligations hereunder, Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

ARTICLE VI

MORTGAGE; ASSIGNMENT

Section 6.1 Right to Mortgage: Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its easement interests in the Premises. These various security interests in all or a part of its easement interests in the Premises are collectively referred to as a "Mortgage" and each holder of the Mortgage, is referred to as "Mortgagee." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor so long as such action does not expand or otherwise change the nature of the easement for the Transmission Line.

Section 6.2 Assignment and Sublease: Grantee shall have the right, with Grantor's consent (which shall not be unreasonably delayed, conditioned or denied), to sell, convey, or assign, all (but not less than all) of the rights, privileges and easements herein conveyed (collectively, "Assignment"), to other persons or entities who have acquired all or substantially all the assets of Grantee. Any other assignment by Grantee in violation of this provision shall be null and void.

Section 6.3 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, successors and assigns and any successors in interest to the Premises. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its permitted successors and assigns coming into interest consistent with the terms hereof.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notice. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail,

addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor:	Great Lakes Hydro America, LLC Attention: Brian Stetson, Manager 1024 Central Street Millinocket, ME 04462
With copy to:	Brookfield Renewable Power US Operations Attention: Legal Department 200 Donald Lynch Boulevard Marlborough, MA 01752
Notice to Grantee:	Maine GenLead, LLC c/o First Wind Energy, LLC 179 Lincoln Street, Suite 500, Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change.

Section 7.2 Enforceability. In the event that any of the provisions of this Easement, or the application thereof to any person or circumstance, are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

Section 7.3 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

Section 7.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

[Intentional end of page. Signatures and acknowledgments follow on separate pages.]

IN WITNESS WHEREOF, this Easement has been executed as of the date first above written.

GRANTOR:

GREAT LAKES
HYDRO AMERICA, LLC

By: _____
Its: _____

GRANTEE:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By _____
Name: Elizabeth Weir
Its: Assistant Secretary

IN WITNESS WHEREOF, this Easement has been executed as of the date first above written.

GRANTOR:

GREAT LAKES
HYDRO AMERICA, LLC

By: _____
Its: General Manager

GRANTEE:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By _____
Name: Elizabeth Weir
Its: Assistant Secretary

STATE OF MAINE §

COUNTY OF Penobscot § February 18, 2011

Personally appeared the above-named Brian Stetson, Manager of Great Lakes Hydro America, LLC, formally known as GNE, LLC, a Delaware limited liability company and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company.

Before me,

Julie A Day

Notary Public

SEAL

Print Name of Notary:
Julie A. Day

Julie A. Day
NOTARY PUBLIC
State of Maine
My Commission Expires 9/1/2015

COMMONWEALTH OF MASSACHUSETTS §

COUNTY OF Suffolk § February 2011

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be ~~his~~/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor

Notary Public

Print Name of Notary:
Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

List of Exhibits

EXHIBIT A - Source deed
EXHIBIT B – Depiction
EXHIBIT C – Safety Standards

STATE OF MAINE §

COUNTY OF _____ § _____, 201_

Personally appeared the above-named Brian Stetson, Manager of Great Lakes Hydro America, LLC, formally known as GNE, LLC, a Delaware limited liability company and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company.

Before me,

_____

Notary Public

Print Name of Notary:

_____

COMMONWEALTH OF MASSACHUSETTS §

COUNTY OF Suffolk § February 2011

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be ~~his~~/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor

Notary Public

SEAL

Print Name of Notary:
Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

List of Exhibits

EXHIBIT A - Source deed
EXHIBIT B – Depiction
EXHIBIT C – Safety Standards

EXHIBIT A (Page 1)

Excerpt from Corrective and Confirmatory Deed with Quitclaim Covenant dated May 24, 2004, from Katahdin Paper Company LLC and its subsidiary Katahdin Forest Management LLC, both Delaware limited liability companies to Great Lakes Hydro America, LLC, formerly known as GNE, LLC, a Delaware limited liability company, recorded May 27, 2004 in Book 9349 Page 1 in Penobscot County Registry of Deeds.

EXHIBIT A
(PAGE 2)

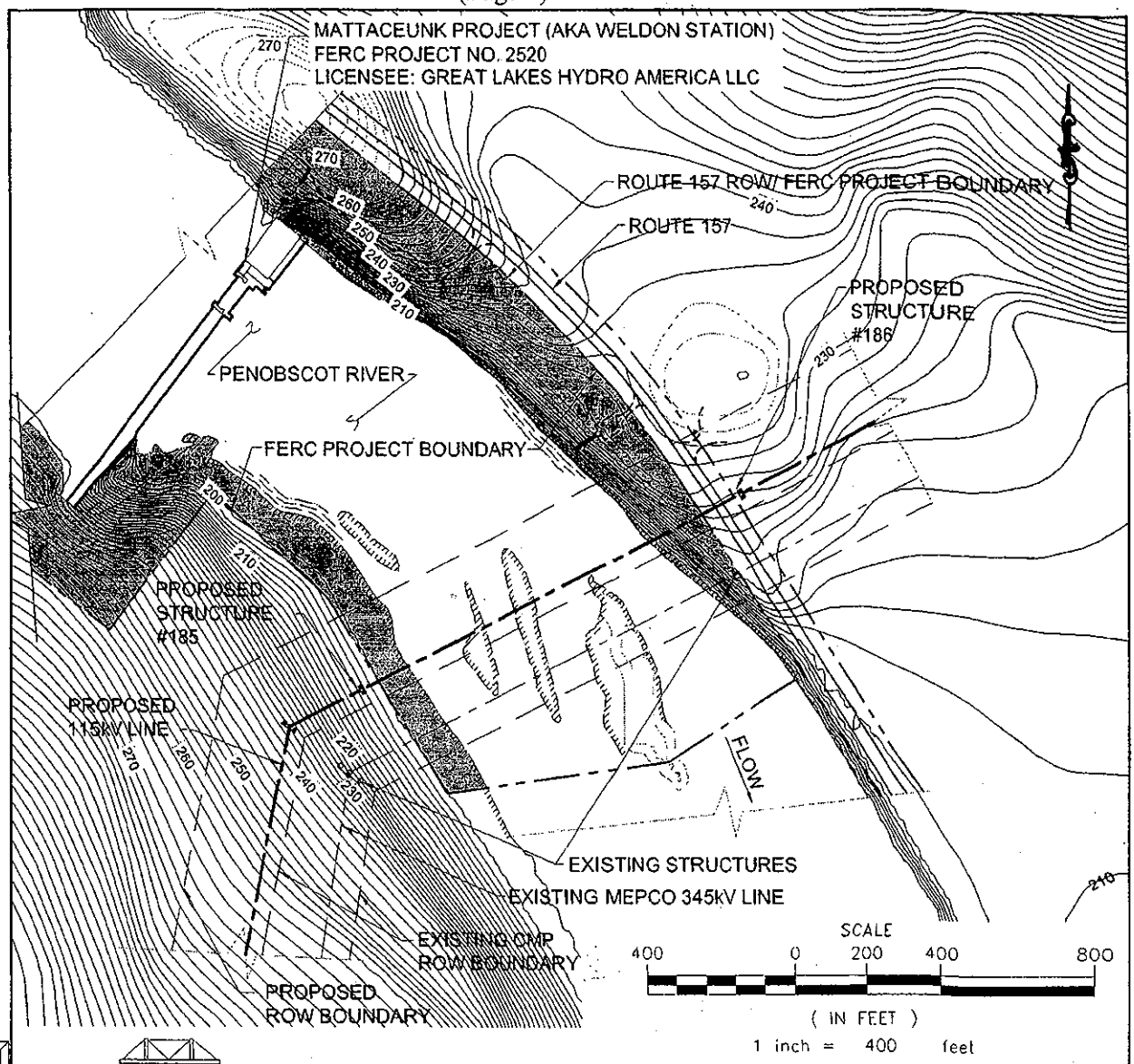
Description of the Great Lakes Hydro America, LLC parcels known as Mattawamkeag R7-14 and Woodville 4-2A. Exceprt from deed recorded at the Penobscot County Registry of Deeds in Book 9349 Page 1.

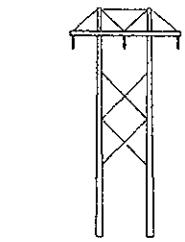
". . . A certain lot or parcel of land with buildings and improvements thereon, situated on the westerly side of Route #157 in the Town of Mattawamkeag and the Town of Woodville, County of Penobscot, State of Maine and being more particularly described as follows:
Beginning at a concrete highway monument found on the southwesterly sideline of Route #157 in the Town of Mattawamkeag at P.C. Station 880+32.16 as shown on the Maine State Highway Commission Right of Way Map for State Highway "315", S.H.C. File No. 10-140, sheet 1 of 4, dated January 1962, said concrete monument having coordinates of N: 694,225.42 feet, E: 1,008,190.00 feet of the Maine State Plane Coordinate System, East Zone, said coordinate system is based on the North American Datum of 1983 (NAD 83);
Thence in a general southeasterly direction, by and along the southwesterly sideline of said Route #157, along a curve to the right with a radius of 2814.62 feet, an arc distance of 968.53 feet and a chord with a bearing of S 42° 09' 50" E and length of 963.76 feet to a point of tangency;
Thence S 32° 18' 21" E by and along the southwesterly sideline of said Route 157, a distance of 888.82 feet to a point of curvature;
Thence along a curve to the left with a radius of 3869.40 feet, an arc distance of 405.89 feet to a point defined by the intersection of the southwesterly sideline of said Route #157 with the projection of a fence line from the northeasterly side of said Route #157;
Thence S 75° 41' 53" W by and along the projection of said fence line, a distance of 66 feet, more or less, to the normal water line of the West Branch of the Penobscot River;
Thence in a general northwesterly direction, by and along said normal water line, a distance of 693 feet, more or less, to a point defined by the intersection of said normal water line with the boundary line of the parcel described herein which crosses said Penobscot River southeasterly of the Mattaceunk Dam, said point having coordinates of N: 693,003.05 feet, E: 1,009,122.94 feet, said coordinates are intended to identify the location and direction of the boundary line and may not be at the physical intersection as defined;
Thence S 57° 41' 39" W, a distance of 409.02 feet to a point;
Thence S 82° 24' 02" W, crossing into the Town of Woodville, a distance of 608.04 feet to a point located 108 feet, more or less, westerly of the normal water line on the southwesterly side of said Penobscot River having coordinates of N: 692,704.04, E: 1,008,174.54;
Thence N 30° 50' 29" W, a distance of 609.83 feet to a point;
Thence N 47° 29' 11" W, a distance of 418.78 feet to a point;
Thence S 38° 40' 52" W, a distance of 469.82 feet to a point;
Thence N 51° 27' 47" W, a distance of 625.98 feet to a point;

Thence N 47° 32' 26" W, a distance of 187.67 feet to a point;
Thence N 37° 39' 46" W, a distance of 168.76 feet to a point on the southwesterly line of a transmission line right of way;
Thence N 11° 44' 12" E, normal to said right of way line, a distance of 60.00 feet to the centerline of said right of way having coordinates N: 693,852.91 feet, E: 1,006,540.57 feet, said point being located S 11° 44' 12" W, a distance of 22.6 feet, more or less, from the center of Tower #2 of said transmission line;
Thence continuing N 11° 44' 12" E, a distance of 60.00 feet to a point on the northeasterly side of said right of way;
Thence N 22° 01' 50" E, a distance of 93.00 feet to a point at or near the normal water line of said Penobscot River, said point having coordinates of N: 693,997.86 feet and E: 1,006,587.66 feet;
Thence N 35° 23' 15" E, a distance of 1037.64 feet crossing back into the Town of Mattawamkeag to a point defined by the intersection of the line herein described with the town line between Mattawamkeag and Molunkus, said point is further described as being at or near normal water line on the northeasterly side of said Penobscot River, said point having coordinates N: 694,843.81 feet, E: 1,007,188.57 feet;
Thence N 76° 25' 20" E by and along said town line, a distance of 164.46 feet to a point on the southwesterly sideline of said Route #157;
Thence S 52° 01' 18" E by and along said Route #157, a distance of 1067.65 feet to the point of beginning; . . . "

(Excerpt from deed recorded in Book 9349 Page 1)

EXHIBIT
(Page 1)





TYPICAL STRUCTURE TYPE AT RIVER CROSSING

THIS DRAWING SHALL BE REVISED ON THE CADD SYSTEM ONLY

THE PROPOSED STRUCTURES ADJACENT TO THE PENOBSCOT RIVER ARE ROUND WOOD POLES WITH A POLE CIRCUMFERENCE OF APPROXIMATELY 75" AT THE BASE. THE STRUCTURES ON EITHER SIDE OF THE PENOBSCOT RIVER ARE PROPOSED TO BE CONSTRUCTED OF (2) 105 FOOT TALL POLES. SEE "TYPICAL STRUCTURE TYPE AT RIVER CROSSING" FOR PROPOSED STRUCTURE CONFIGURATION. CONDUCTOR IS A 1272 kcmil ACSR "BITTERN". STATIC WIRE IS TO BE DETERMINED.

NO.	REV.	DATE	BY
D	ISSUED FOR USE	7/7/10	TRC
C	ISSUED FOR USE	7/1/10	TRC
B	ISSUED FOR USE	3/26/10	TRC
A	ISSUED FOR USE	3/24/10	TRC

CLIENT APPROVAL
APPROVED BY —
COMPANY —
DATE --/--/--

MAINE GENLEAD, LLC
OAKFIELD WIND PROJECT
PENOBSCOT RIVER CROSSING (FERC LAND)

DESIGNED TSW	CHCK. MEB	DATE 3/25/10
DRAWN TSW	APPR. ---	REVIEWED

TRC Engineers, LLC
249 Western Avenue
Augusta, Maine 04330

SK-001

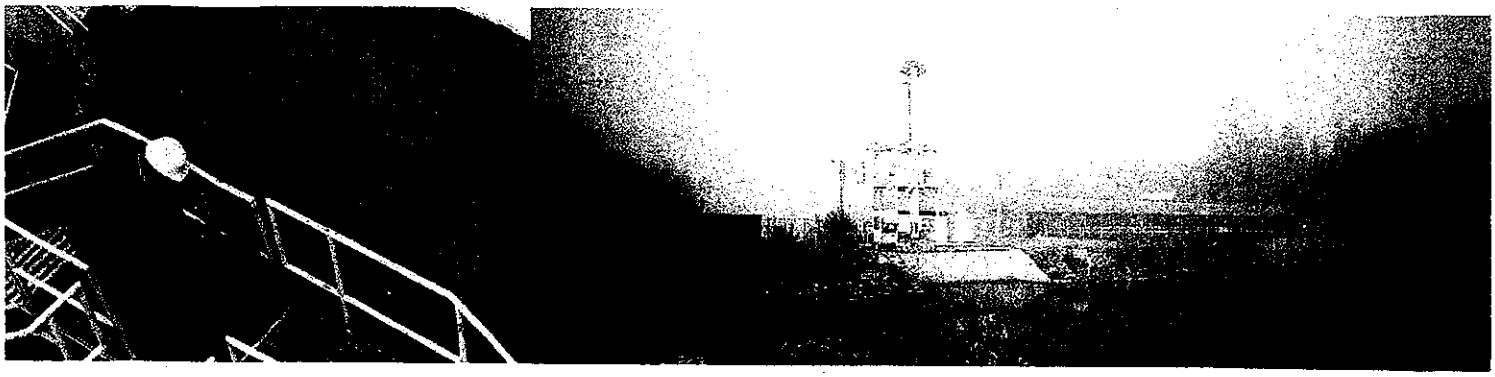
CONTRACT DWG NO.	PROJECT NO.	
169003-SK-001	169003	SK-001.DWG

Poor Original At
Time of Recording

MAINE GENLEAD, LLC
FIRST WIND
PENOBSCOT RIVER CROSSING STRUCTURES
7-1-10

	Proposed Structures #185 & #186
Structure Type	Round Wood H-Frame
Number of Poles per Structure	2
Height above ground	92.5'
Embedment depth	12.5'
Height	105
Class	H2
Circumference at 6' from base	74"
Conductor (3 Phases, 1 conductor per)	1272 ACSR "Bittern"
Static Wires (2)	OPGW (size TBD) / 7no8 AW
Wire Clearance over Penobscot River	40'+
Wire Tension @ NESC Heavy Load	12,000#
Guy Wires	None

Brookfield



Health and Safety Policy

We continuously strive to achieve excellence in safety performance and to be recognized as industry leaders in accident prevention. Our overall objective is to incur zero high risk safety incidents and zero lost time injuries.

PENOBSCOT COUNTY, MAINE
Register of Deeds

Harry Goldgut
Chairman
Brookfield Renewable Power

Richard Legault
President and Chief Executive Officer
Brookfield Renewable Power Fund

December 2009

Brookfield Renewable Power recognizes and is committed to the following health and safety principles

- Accountability and responsibility for safety performance extends from the directors through to the executives, managers, supervisors and workers.
- Active participation of company leadership in the management of health and safety.
- A primary focus on the elimination and control of high risk hazards for our employees, contractors, visitors and the population potentially affected by our operations.
- The right and the responsibility of every employee to contribute to safe work performance.
- Prevention through the proactive application of a comprehensive safe work management system.

03-30-2011 @ 12:37p

PENOBSCOT COUNTY

Bk 4922 Pg101 #2481
03-17-2011 @ 02:00p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **RMM LAND COMPANY,** a Maine corporation, with a principal place of business in Portland, State of Maine, **MOULTON-EMERY TIMBERLANDS, INC.**, a Maine corporation, with a principal place of business in Bangor, Maine, **GARDNER N. MOULTON, Trustee of the GARDNER N. & BONNIE R. MOULTON REALTY TRUST under Declaration of Trust dated December 20, 1983,** of Bangor, State of Maine, **MMM TIMBERLANDS LIMITED LIABILITY COMPANY**, a Maine limited liability company, with a principal place of business in Acton, Commonwealth of Massachusetts, **MICHELLE E. DUSTIN**, an individual, of Saco, State of Maine, **MARK REAGAN McKEE**, an individual, of Allston, Commonwealth of Massachusetts, **MICHAEL MERROW McKEE**, an individual, of Bernard, State of Maine, **McKEE TIMBERLANDS, LLC**, a Maine limited liability company, with a principal place of business in Johns Island, State of South Carolina, **MARGARET M. BROWN**, an individual, of Orrington, State of Maine, **ROBERT M. McKEE**, an individual, of Lincolnville, State of Maine (collectively, "**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in T3 R3 WELS, Aroostook County, Maine and the Township of Mattawamkeag, Penobscot County, Maine described in those deeds recorded in the Aroostook and Penobscot Counties Registry of Deeds (the "**Registry of Deeds**") which are listed on **Exhibit A** attached hereto; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, exclusive easement in gross (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities to transmit up to 115kV of electrical power of and Telecommunication Facilities on, over, across, along and under that portion of the Land described on **Exhibits B-1 and B-2** attached hereto and generally depicted on **Exhibits B-3 and B-4** attached hereto (collectively, "**Exhibit B**") as the "Proposed 200' wide easement" (hereinafter the "**Easement Area**"). Grantee shall have the right to increase the scope of the easements hereby conveyed to transmit in excess of 115kV of electricity, by paying additional consideration, as provided in Section 1(h.) below and the parties' separate

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Compensation Agreement of even date herewith. **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across land of Grantor by means of roads designated for such access on **Exhibit B**.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

h. Notwithstanding anything to the contrary herein, Grantee may not exercise the Transmission and Telecommunication Easement rights granted to it under this Section 1 until Grantee has delivered the Final Extension Notice and paid the Final Easement Payment to Grantor as provided in Section 4.

i. Upon Grantee's payment of additional consideration, as provided in the parties' separate Compensation Agreement of even date herewith, the easements hereby granted may be extended, to the extent permitted by applicable federal, State and local laws, statutes, ordinances, orders, rules and regulations, to increase the electrical power transmission capacity under the Transmission and Telecommunication Easement granted hereunder in excess of 115kV. Upon each such payment Grantors and Grantee shall execute an amendment to this Easement Agreement, or a new separate easement agreement (subject to the limitations and reservations herein) in recordable form, confirming the expansion of the easements granted hereunder.

2. **Access Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of designated roads depicted on **Exhibit B** as of the Effective Date. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road or use a road hereafter constructed by Grantors on the Land, it shall first obtain the written approval of the location of the road from Grantor in recordable form, which approval shall not be unreasonably withheld. Grantee shall bear the cost of preparation and registry of deeds recording of amendments to this Agreement, which extend the Access Easement to additional roads.

Grantor reserves the right to relocate, repair, reconstruct or improve and maintain all roads subject to the Access Easement to the extent that Grantor may deem appropriate. Grantor shall be under no obligation to maintain or improve the roads, or road improvements (such as ditches, culverts, and bridges), or to share in the costs of any improvements of Grantee (unless otherwise agreed in writing by the parties). Nothing herein shall restrict the Grantor's right to relocate any road or portions thereof which are subject to the Access Easement, provided that the terms of this Agreement relating to the Access Easement shall apply to the road or portions thereof as they may be relocated from time to time. Grantor shall bear the cost of preparation and registry of deeds recording of amendments to this Agreement confirming Access Easement relocations required by Grantor.

Although it is not obligated to maintain any Access Easement road or roadway improvements to a particular standard for the benefit of Grantee, Grantor anticipates maintaining the roads in the ordinary course of business to provide access to the lands of Grantor and others. Grantee, and its successors and assigns, shall be obligated to share in reasonable maintenance

and repair costs incurred by Grantor to maintain Access Easement Roads to a standard customary in the Northeast for timber hauling, in an amount calculated to reflect a reasonable allocation of costs commensurate with the parties' respective use levels of each road. Grantor and Grantee further agree, for themselves and their successors and assigns, to negotiate in good faith regarding the allocation of such costs among them; provided, however, that failure to reach a negotiated agreement shall not relieve Grantee of its contribution obligations. Grantee may maintain and repair all Access Easement roads and road improvements used by Grantee, but shall have no claim for contribution from Grantor for such activities unless (a) it has first provided Grantor (i) advance notice of the proposed work (at least 30 days before commencement), and (ii) an opportunity to undertake the work (or to contract with third parties to perform the same), and (b) Grantor has agreed to its share of the maintenance and repair costs. None of the agreements herein relative to maintenance and repair costs shall limit or modify any right of contribution the parties may have against third parties.

Grantee will not suffer or permit any mechanic's or materialman's lien to be filed against the Land, for or purporting to be for, labor and materials supplied to, or at the instance of, or for the benefit of, Grantee or any contractor or subcontractor employed, or claiming to be employed by Grantee.

Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Term of Easements**. The initial term of the easements granted in Sections One (1) and Two (2) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 4.

4. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, and at Grantee's sole expense, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of

Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, and at Grantee's sole expense, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements. If Grantee fails to provide such requested release, an affidavit signed by Grantor or Grantor's successors and assigns, confirming the terms of Grantor's notice to Grantee and the lapse of the grace period, may be recorded in the applicable County Registry of Deeds, and shall have the effect of a release from Grantee.

5. **Relocation of Easement Area**. The exact location and route of the Easement Area may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantee shall have the exclusive right and easement, to relocate or reroute the location and route of the Easement Area at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the location and route of the Easement Area is not materially different and imposes no greater burden on the Land than the location and route of the Easement Area depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final location and route of the Easement Area shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment and Grantee shall, without further action by Grantor, but with notice to Grantor, record in the Registry of Deeds a revised **Exhibit B** showing the final location of the Easement Area, together with the surveyed legal description of such area.

6. **Representations and Warranties of Grantor**.

a. Title is subject to the matters listed on **Exhibit C** ("**Pre-existing Encumbrances**") The term "quitclaim covenant" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. Subject to Section 7 below, Grantor shall not further encumber the Land except with financing instruments granted to Grantor's lenders. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to cause any holders of mortgages on the Easement Area to consent to the granting of these Easements, and to provide Grantee and Grantor written confirmation in recordable form that the interests of any mortgagee and its successors and assigns shall remain subject to the Easements in the event of foreclosure, a deed in lieu of foreclosure, or other enforcement action by any such mortgagee.

b. Grantor represents and covenants that there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land that would prevent or impair Grantee's exercise of the Easements granted hereunder or Grantor's performance of its obligations under this Agreement.

7. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross, and to grant easements to cross and recross, the Easement Area along all existing roads and with utility lines as may be necessary or convenient in serving land of Grantor and others, and shall have the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's Transmission and Telecommunication Facilities constructed or to be constructed on the Easement Area; (iii) that such activities, whether by Grantor or third parties, will not breach the conditions or requirements imposed by permitting agencies with respect to the use of the Easement Area or prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not cut or remove timber or install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed and any cutting or removal of timber will be consistent with the conditions or requirements imposed by Grantee's permitting agencies. Existing crossings to be used by Grantors shall be depicted on the Survey and incorporated into **Exhibit B**. In the case of future crossings constructed by Grantors, the parties agree to execute and record, at the request of either party and at the requesting party's sole expense, an amendment to **Exhibit B**, depicting such crossing locations. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area or the conditions or requirements imposed by Grantee's permitting agencies, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National

Electrical Safety Code. Without limiting the foregoing, Grantor may continue harvesting trees and engage in other natural resource exploitation within Access Easement areas on Grantor's Land, provided that such harvesting and mining does not materially interfere with Grantee's use thereof.

8. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection or maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

9. **Grantor Default**. If Grantor fails to comply with the material terms of this Agreement and such failure continues for thirty (30) days after Grantee's written notice to Grantor specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), Grantee shall be entitled not only to monetary damages, but also due to the location of the Land, certain equitable remedies, since a default could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. In no event shall Grantor be liable for exemplary, punitive or consequential damages.

10. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 4 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 4 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 4), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu

of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

11. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the rights under the Easements hereby granted. These various security interests in all or any of Grantee's easement rights are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

12. **Assignment**. Grantee shall have the right, without Grantor's consent, to assign to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

13. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Transmission and Telecommunication Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Transmission and Telecommunication Easements hereby granted

14. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor and its affiliates, and their respective directors, officers, employees and agents, harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii)

those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

Without limiting any rights or remedies otherwise available to Grantor, Grantee agrees to hold harmless and indemnify Grantor and its affiliates and their respective directors, officers, employees and agents, from and against all claims, demands, penalties, fines, liabilities, costs and expenses, including without limitation, reasonable attorneys fees and/or costs to clean up or remediate Hazardous Materials on, from or affecting Grantor's land (collectively, "Liabilities") arising from Grantee's exercise of any of the rights granted herein, including, but not limited to any Liabilities resulting from violations by Grantee of federal, state or local environmental laws or other laws, orders, permits or regulations. The foregoing indemnification shall include, without limitation, Liabilities arising out of or in any way related to, the presence, disposal, release, or threatened release of any Hazardous Materials on, from or affecting the Easement Area or Grantor's remaining property as a result of Grantee's activities. For purposes of this paragraph, the term "Hazardous Materials" includes, without limit, any hazardous or toxic materials, waste or substances, oil or petroleum products, or related materials; including without limitation as the same are defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42. US.C. Section 6901, et seq.), applicable Maine Statutes (including 38 M.R.S.A. Section 561, et seq., 38 M.R.S.A. Section 1361, et seq., 38 M.R.S.A. Section 1301, et seq.; and 38 M.R.S.A. Section 1317, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

15. **Insurance**. Grantee agrees to provide and maintain, the following insurance in connection with its use of the foregoing Easements:

a) Worker's Compensation – Statutory Limits (no exemptions)

i) Employer's Liability - $1,000,000 minimum coverage

b) Commercial General Liability - $2,000,000 Combined Single Limit written on an occurrence basis

i) Contractual Liability - $2,000,000

c) Automobile Liability - $1,000,000 Combined Single Limit including all owned, non-owned and hired vehicles.

16. **Conditions of Use.** Grantee covenants and agrees that:

a. Grantee's use of the easements shall be at the sole risk of Grantee.

b. Before commencing any construction, Grantee shall commission environmental assessments of the Easement Area (at a minimum, in accordance with applicable ASTM standard practices for a Phase I Environmental Assessment), and provide copies of the assessments to Grantor. The assessments so produce shall constitute baseline data which will assist the parties in determining the existence and nature of environmental conditions existing

prior to initial construction of Grantor's Transmission Facilities and Telecommunication Facilities within the Easement Area, and in making determinations as to the nature and extent of the parties' respective obligations hereunder, as may be supplemented upon such further environmental assessment as either party may conduct with respect to activities and conditions arising after the date hereof.

c. All activities of Grantee shall be conducted in full compliance with all requirements of Federal, State, and local laws, including, but not limited to Federal and State labor and employment laws, workers' compensation laws, laws pertaining to occupational safety and health, and laws pertaining to environmental protection and forest practices.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor:
Prentiss & Carlisle Management Co., Inc.
Attention: President
107 Court Street
Bangor, ME 04401

Notice to Grantee:
Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the

jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Provided that Grantee bears the cost of document preparation, the reasonable costs of review by Grantor's attorney, recording and other associated costs, Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "Effective Date" shall be the sooner of the date on which Grantee records this Agreement in the Registry of Deeds or 60 days following Grantor's execution.

27. **Taxes & Tree Growth Program.** For so long as the Easements remain in force, Grantee shall be responsible to pay any real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Easement Area and Grantee's Transmission Facilities, including any "tree growth" withdrawal penalty or land use conversion tax penalty, arising from the grant of the Easements hereunder or Grantee's exercise of the rights granted hereunder. The Easement Area is part of the larger parcels. Until separate tax bills become available for the Easement Area, Grantee shall be responsible for the taxes assessed to the Easement Area based upon the following formula: [Acres in Easement Area x taxing authority's per acre ad valorem value applicable to the Easement Area x the applicable mil rate], and the amount of taxes attributable to Grantee's improvements. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax map lot designation for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **RMM LAND COMPANY**, has caused this instrument to be executed by its duly authorized representative this 24th day of August, 2010.

RMM LAND COMPANY,
a Maine corporation

By: Edward C Moulton
Edward Moulton, President

STATE OF MAINE §
§
COUNTY OF Cumberland § Aug. 24, 2010

Personally appeared the above-named Edward Moulton, President of RMM LAND COMPANY and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

Lisa M Lundberg
Notary Public

Print Name of Notary: LISA M. LUNDBERG
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 9, 2014

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MOULTON-EMERY TIMBERLANDS, INC.**, has caused this instrument to be executed by its duly authorized representative this 26th day of August, 2010.

MOULTON-EMERY TIMBERLANDS, INC.,
a Maine corporation

By: _____
Stephen T. Emery, President

STATE OF MAINE §
§
COUNTY OF PENOBSCOT § August 26, 2010

Personally appeared the above-named Stephen T. Emery, President of MOULTON-EMERY TIMBERLANDS, INC. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me, LISA A. SILVA
Notary Public • State of Maine
My Commission Expires July 29, 2013

Lisa A. Silva
Notary Public

Print Name of Notary: Lisa Silva

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Gardner N. Moulton, Trustee of the Gardner N. Moulton & Bonnie R. Moulton Realty Trust under Declaration of Trust dated December 20, 1983, has executed this instrument this 23 day of August, 2010.

GARDNER N. MOULTON & BONNIE R. MOULTON REALTY TRUST

By: _____
Gardner N. Moulton, Trustee

STATE OF Maine §
§
COUNTY OF Penobscot § 23August, 2010

Personally appeared the above-named Gardner N. Moulton, Trustee of the GARDNER N. MOULTON & BONNIE R. MOULTON REALTY TRUST under Declaration of Trust dated December 20, 1983 and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

_____
Notary Public

SEAL

Print Name of Notary: _____

MICHELLE M. CROCKER
NOTARY PUBLIC
MAINE
COMMISSION EXPIRES AUGUST 21, 2014
COMMISSION # 50466

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MMM TIMBERLANDS LIMITEDLIABILITY COMPANY**, has caused this instrument to be executed by its duly authorized representative this 26th day of August, 2010.

MMM TIMBERLANDS
LIMITED LIABILITY COMPANY,
a Maine limited liability company

By: _____
Virginia M. Deering, Manager

STATE OF Maine §
§
COUNTY OF Penobscot § August 26, 2010

Personally appeared the above-named Virginia M. Deering, of MMM TIMBERLANDS LIMITED LIABILITY COMPANY and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said company.

Before me,

_____ SEAL
Notary Public

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public - State of Maine
My Commission Expires January 27, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MICHELLE E. DUSTIN,** has executed this instrument this 25 day of August 2010.

Michelle E. Dustin

STATE OF MAINE §
§
COUNTY OF Cumberland § August 25, 2010

Personally appeared the above-named MICHELLE E. DUSTIN and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Print Name of Notary: EDWARD S. KELLOGG

Edward S. Kellogg
Notary Public
My Commission Expires
October 21, 2014

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MARK REAGAN McKEE,** has executed this instrument this 25th day of August, 2010.

Mark Reagan McKee

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF Suffolk §

August 25, 2010

Personally appeared the above-named MARK REGAN McKEE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

SEAL

JANICE DIANNE PERRY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 22, 2013

Print Name of Notary: Janice Dianne Perry

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MICHAEL MERROW McKEE,** has executed this instrument this 30th day of August, 2010.

Michael Merrow McKee

STATE OF MAINE §
§
COUNTY OF Penobscot § August 30, 2010

Personally appeared the above-named MICHAEL MERROW McKEE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **McKEE TIMBERLANDS, LLC,** has caused this instrument to be executed by its duly authorized representative this 2nd day of September, 2010.

McKEE TIMBERLANDS, LLC,
a Maine limited liability company

By: _____
A. James McKee, Jr., General Manager

STATE OF South Carolina §
§
COUNTY OF Charleston § Sept. 2, 2010

Personally appeared the above-named A. James McKee, Jr. of McKEE TIMBERLANDS, LLC and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said company.

Before me,

_____
Notary Public

Print Name of Notary: Valerie Green

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MARGARET M. BROWN,** has executed this instrument this 27 day of August, 2010.

Margaret M. Brown

STATE OF Maine §
§
COUNTY OF Penobscot § August 27, 2010

Personally appeared the above-named MARGARET M. BROWN and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **ROBERT M. McKEE,** has executed this instrument this 30th day of August, 2010.

Robert M. McKee

STATE OF Maine §
§
COUNTY OF Kennebec § 8-30, 2010

Personally appeared the above-named ROBERT M. McKEE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Jeannine Y. Lapointe
Notary Public

Print Name of Notary: _____

JEANNINE Y. LAPOINTE
Notary Public • Maine
My Commission Expires September 5,2010

SEAL

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 8th day of October, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

~~STATE~~ Commonwealth of
OF Massachusetts §
§
COUNTY OF Suffolk § Oct. 8, 2010.

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Notary Public

Print Name of Notary: _____

ARTHUR J. SNELL
MY COMMISSION EXPIRES OCT. 8, 2015
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between RMM Land Company, et al., as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, Grantee

1. Deed of Distribution by Personal Representative (Testate) dated June 25, 2001, by and between Robert M. McKee, Personal Representative of the Estate of Richard M. McKee and Michelle E. Dustin, Mark Reagan McKee, Michael Merrow McKee, recorded July 12, 2001, in Book 3533, Page 71, at the Registry of Deeds, Aroostook County, Maine. (T3 R3 WELS-1-1-1).

2. Quitclaim Deed with Covenant dated February 20, 1997, by and between Virginia M. Deering and MMM Timberlands Limited Liability Company, a Maine limited liability company, with quitclaim covenants, recorded April 18, 1997, in Book 3003, Page 130, at the Registry of Deeds, Aroostook County, Maine. (T3 R3 WELS-1-1-1)

3. Quitclaim Deed with Covenant dated December 20, 1996, by and between James McKee, Jr. and McKee Timberlands, LLC, a Maine limited liability company, with quitclaim covenants, recorded January 2, 1997, in Book 2979, Page 114, at the Registry of Deeds, Aroostook County, Maine. (T3 R3 WELS-1-1-1)

4. Trustee's Deed of Distribution dated December 22, 1995, by and between Gardner N. Moulton, Trustee under a Trust Agreement with Ina N. Moulton, dated December 22, 1976, for the benefit or Margaret M. McKee and Margaret M. Brown, recorded January 2, 1996, in Book 2859, Page 90, at the Registry of Deeds, Aroostook County, Maine. (T3 R3 WELS-1-1-1)

5. Trustee's Deed of Distribution dated December 22, 1995, by and between Gardner N. Moulton, Trustee under a Trust Agreement with Ina N. Moulton, dated December 22, 1976, for the benefit or Margaret M. McKee and Robert M. McKee, recorded January 2, 1996, in Book 2859, Page 95, at the Registry of Deeds, Aroostook County, Maine. (T3 R3 WELS-1-1-1)

6. Quitclaim Deed with Covenant dated March 17, 1992, by and between Great Northern Paper, Inc., a Delaware corporation and RMM Land Company, a Maine corporation, Moulton-Emery Timberlands, Inc., a Maine corporation and Gardner N. Moulton, Trustee under Indenture dated December 20, 1976 for the benefit of Margaret W. McKee, et al. and Gardner N. Moulton and Bonnie R. Moulton Trustees of the Gardner N. Moulton and Bonnie R. Moulton Realty Trust, with quitclaim covenants, recorded April 7, 1992, in Book 2444, Page 36, at the Registry of Deeds, Aroostook County, Maine. (T3 R3 WELS-1-1-1)

7. Quitclaim Deed dated August 14, 1985, by and between Gary A. Severson and RMM Land Company, Inc., a Main corporation, with quitclaim covenants, recorded August 14, 1985, in Book 1827, Page 245, at the Registry of Deeds, Aroostook County Maine. (T3 R3 WELS-1-1-1)

8. Quitclaim Deed dated August 14, 1985, by and between Gary A. Severson and Gardner N. Moulton and Bonnie R. Moulton, Trustees of the Gardner N. Moulton and Bonnie R. Moulton Realty Trust dated December 20, 1983, with quitclaim covenants, recorded August 14, 1985, in Book 1827, Page 247, at the Registry of Deeds, Aroostook County Maine. (T3 R3 WELS-1-1-1)

9. Quitclaim Deed dated August 14, 1985, by and between Gary A. Severson and Moulton-Emery Timberlands, Inc. a Maine corporation, with quitclaim covenants, recorded August 14, 1985, in Book 1827, Page 251, at the Registry of Deeds, Aroostook County Maine. (T3 R3 WELS-1-1-1)

10. Deed of Distribution by Personal Representative dated June 25, 2001, by and between Robert M. McKee, Personal Representative of the Estate of Richard M. McKee and Michelle E. Dustin, Mark Reagan McKee, Michael Merrow McKee, recorded July 12, 2001, in Book 7782, Page 261, at the Registry of Deeds, Penobscot County, Maine. (MATT-R7-14A)

11. Quitclaim Deed with Covenant dated August 20, 1999, by and between Great Northern Paper, Inc., a Delaware corporation and Gardner N. Moulton and Bonnie R. Moulton, Trustees of the Gardner N. Moulton and Bonnie R. Moulton Realty Trust under Declaration of Trust dated December 20, 1983, RMM Land Company, a Maine corporation, Moulton-Emery Timberlands, Inc., a Maine corporation, Margaret M. Brown, McKee Timberlands, LLC, a Maine Limited Liability Company, Robert M. McKee and MMM Timberlands Limited Liability Company, recorded November 11, 1999, in Book 7229, Page 303, Registry of Deeds, Penobscot County, Maine. (MATT-R7-14A)

EXHIBIT B

Descriptions and Depictions of Easement Area

Exhibit B-1 – Description of Portion of Tax Map 1, Lot 1.1, T3 R3, WELS, Aroostook County

Exhibit B-2 – Description of Portion of Tax Map R7, Lot 14A, Mattawamkeag, Penobscot County

Exhibit B-3 – Depiction of Easement Area on Tax Map 1, Lot 1.1, T3 R3, WELS, Aroostook County

Exhibit B-4 - Depiction of Easement Area on Tax Map R7, Lot 14A, Mattawamkeag, Penobscot County

EXHIBIT B-1

Description of Portion of Tax Map 1, Lot 1.1, T3 R3, WELS, Aroostook County

A certain parcel of land situated in Township 3 Range 3 WELS, County of Aroostook, State of Maine, as depicted on Exhibit B-3 attached herewith, and more particularly described as follows:

Beginning on the southerly line of lands of Stead Timberlands, LLC at the southeasterly corner of a 200 foot wide transmission line corridor easement through lands of Stead Timberlands, LLC; thence through lands of Moulton, et al South 02 degrees, 22 minutes, 58 seconds East a distance of 6500 feet, more or less, to a point at the northeasterly corner of a 200 foot wide transmission line corridor easement through lands of James and Stuart Lambert; thence along the northerly line of lands of James and Stuart Lambert and the northerly end of said 200 foot wide transmission line corridor easement through lands of James and Stuart Lambert in a generally westerly direction a distance of 200 feet, more or less, to a point at the northwesterly corner of said 200 foot wide transmission line corridor easement; thence through lands of Moulton, et al North 02 degrees, 22 minutes, 58 seconds West a distance of 6500 feet, more or less, to a point at the southwesterly corner of a 200 foot wide transmission line corridor easement through lands of Stead Timberlands, LLC; thence along the southerly line of Stead Timberlands, LLC and the southerly end of said 200 foot wide transmission line corridor easement through lands of Stead Timberlands, LLC in a generally easterly direction a distance of 200 feet, more or less, to the point of beginning, enclosing 29.8 acres, more or less.

Bearings referenced herein are oriented to Grid North, UTM Zone 19, NAD 83.

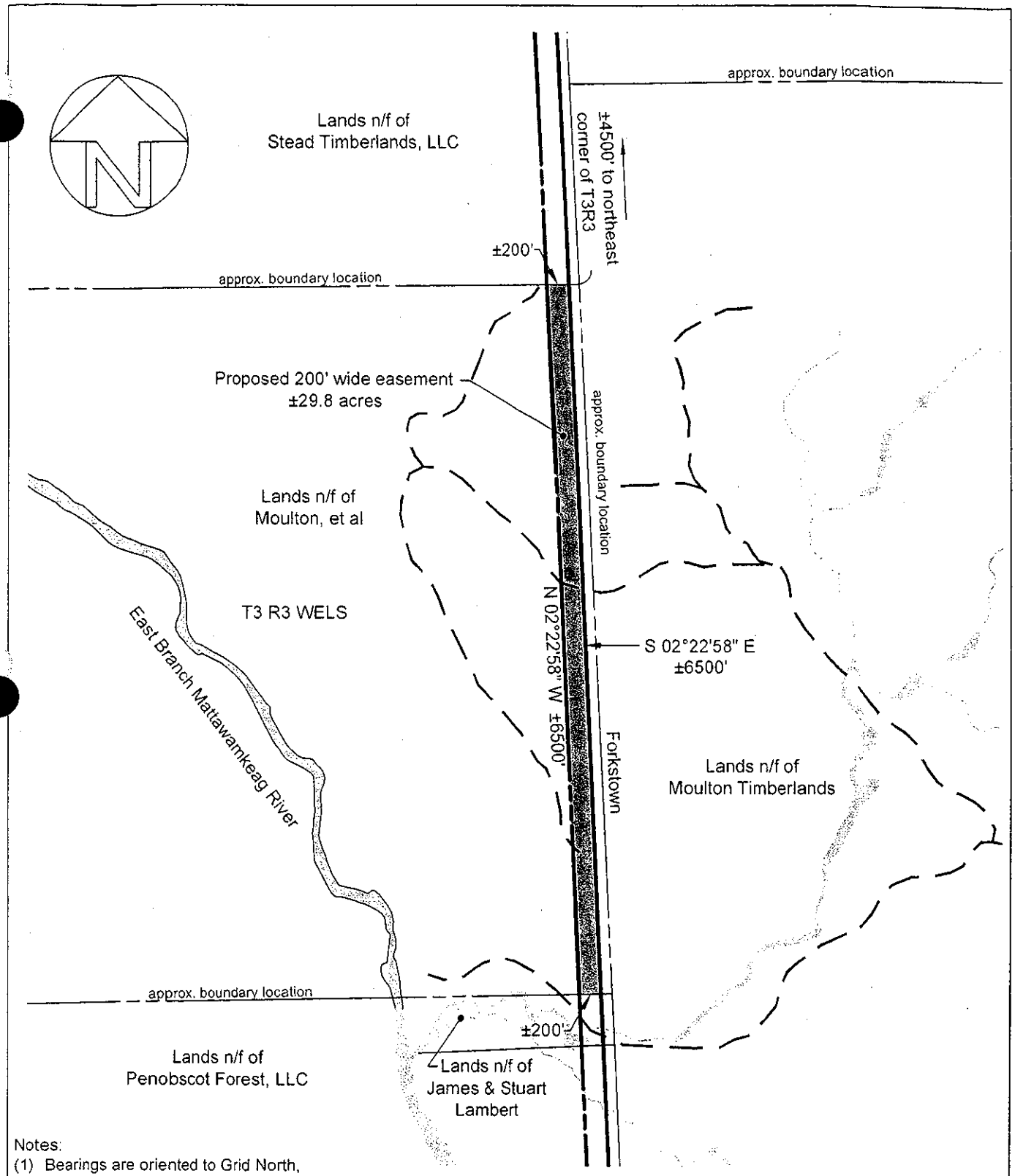
EXHIBIT B-2

Description of Portion of Tax Map R7, Lot 14A, Mattawamkeag, Penobscot County

A certain parcel of land situated in Mattawamkeag, County of Penobscot, State of Maine, as depicted on Exhibit B-4 attached herewith, and more particularly described as follows:

Beginning on the westerly line of a parcel of land now or formerly of Vaughn Peters at the southwesterly corner of a 200 foot wide transmission line corridor easement through lands of said Peters; thence through the lands of Moulton, et al and following the northerly line of the so-called MEPCO easement South 63 degrees, 11 minutes, 34 seconds West a distance of 1580 feet, more or less, to a point at the southeasterly corner of a 100 foot wide easement through lands of Maurice Gray; thence along the easterly line of lands of said Gray and the easterly end of said 100 foot wide easement through lands of said Gray in a generally northerly direction a distance of 100 feet, more or less, to a point at the northeasterly corner of said 100 foot wide easement; thence along the easterly line of said Gray in a generally northerly direction a distance of 100 feet, more or less to a point that is 200 feet northerly of and perpendicular to the said northerly line of the MEPCO easement; thence through the lands of said Moulton, et al North 63 degrees, 11 minutes, 34 seconds East a distance of 1560 feet, more or less, to a point at the northwesterly corner of a 200 foot wide transmission line corridor easement through lands of said Peters and on the westerly line of a parcel of land now or formerly of said Peters; thence in a generally southerly direction along lands of said Peters and along the westerly end of said 200 foot wide transmission line corridor easement a distance of 203 feet, more or less, to the point of beginning, enclosing 7.2 acres, more or less.

Bearings referenced herein are oriented to Grid North, UTM Zone 19, NAD 83.



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

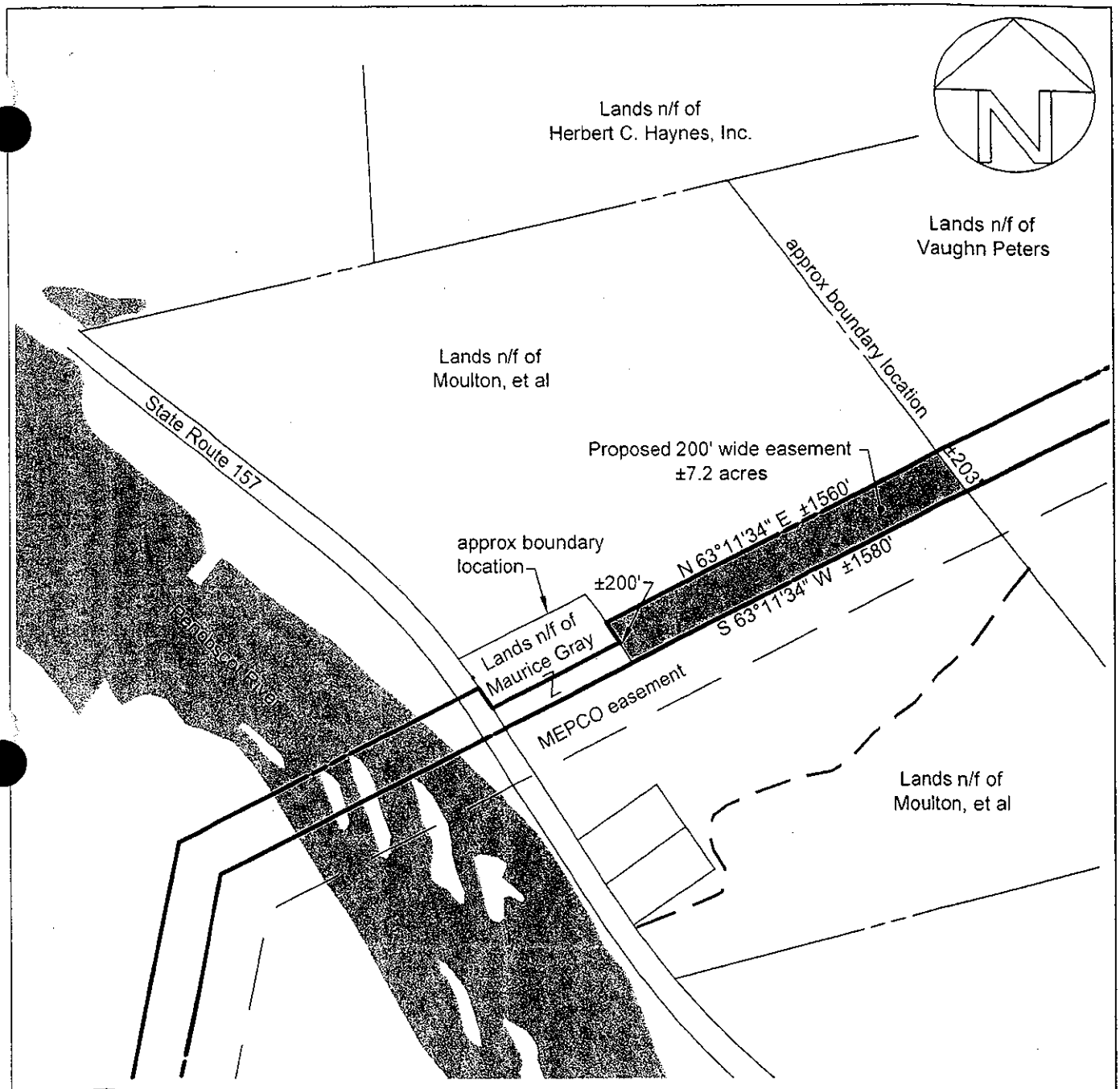
Exhibit B – 3
Moulton, et al
Tax Map 1 Lot 1.1
Township 3 Range 3 WELS, Aroostook County, Maine

— — Road designated for access easement

1"=1200'
0' 1200'

09122.01
2/28/11

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

— — Road designated for access easement

Exhibit B - 4
Moulton, et al
Tax Map R7 Lot 14A - Mattawamkeag, Penobscot County, Maine
1"=600'

1"=600'
0' 600'

09122.01
2/28/11

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

EXHIBIT C

Pre-existing Encumbrances

1. All land use, environmental, building and zoning laws, ordinances regulations, rules, orders and licenses of governmental authority affecting the Easement Area.

2. Easements, covenants and restrictions of record to the extent that they affect the Easement Area.

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Bk 12048 Ps201 #3111
02-08-2010 @ 10:19a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Michael Cumerlato and Arthur Holland**, both with a mailing address of 5 Moors Road, McHenry, Maryland 21541 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Chester and the Township of Woodville, County of Penobscot, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary

herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor.**

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights

granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default**. If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

13. **Right to Mortgage**. Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and

timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Michael Cumerlato
5 Moors Hollow Road
McHenry, MD 21541

Arthur Holland
5 Moors Hollow Road
McHenry, MD 21541

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MICHAEL CUMERLATO,** has executed or caused this instrument to be executed by its duly authorized representative this 17th day of December, 2009.

Michael Cumerlato

STATE OF MARYLAND §
§
COUNTY OF Garrett § 12/17, 2009.

Personally appeared the above-named Michael Cumerlato and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: Marcia Warnick

SEAL

IN WITNESS WHEREOF, **ARTHUR HOLLAND,** has executed or caused this instrument to be executed by its duly authorized representative this 17th day of December, 2009.

Arthur Holland

STATE OF MARYLAND §
§
COUNTY OF Garrett § 12/17, 2009.

Personally appeared the above-named Arthur Holland and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: Marcia Warnick

SEAL

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, MAINE GENLEAD, LLC, has caused this instrument to be executed by its duly authorized representative this 19th day of January, ~~2009~~ 2010

MAINE GENLEAD, LLC

By: E Weir

Name: Elizabeth Weir

Its: Assistant Secretary

Commonwealth

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk §

Jan 19th, ~~2009~~ 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor

Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Michael Cumerlato and Arthur Holland, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Quit Claim Deed with Covenant dated June 13, 2006, by and between Lakeville Shores, Inc., and Herbert C. Haynes, Inc. a/k/a H. C. Haynes, Inc., and Michael Cumerlato and Arthur Holland, with quitclaim covenants, recorded on July 26, 2006 in Book 10550, Page 239, in Penobscot County Register of Deeds.

Grantor and Grantee hereby agree to amend the acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

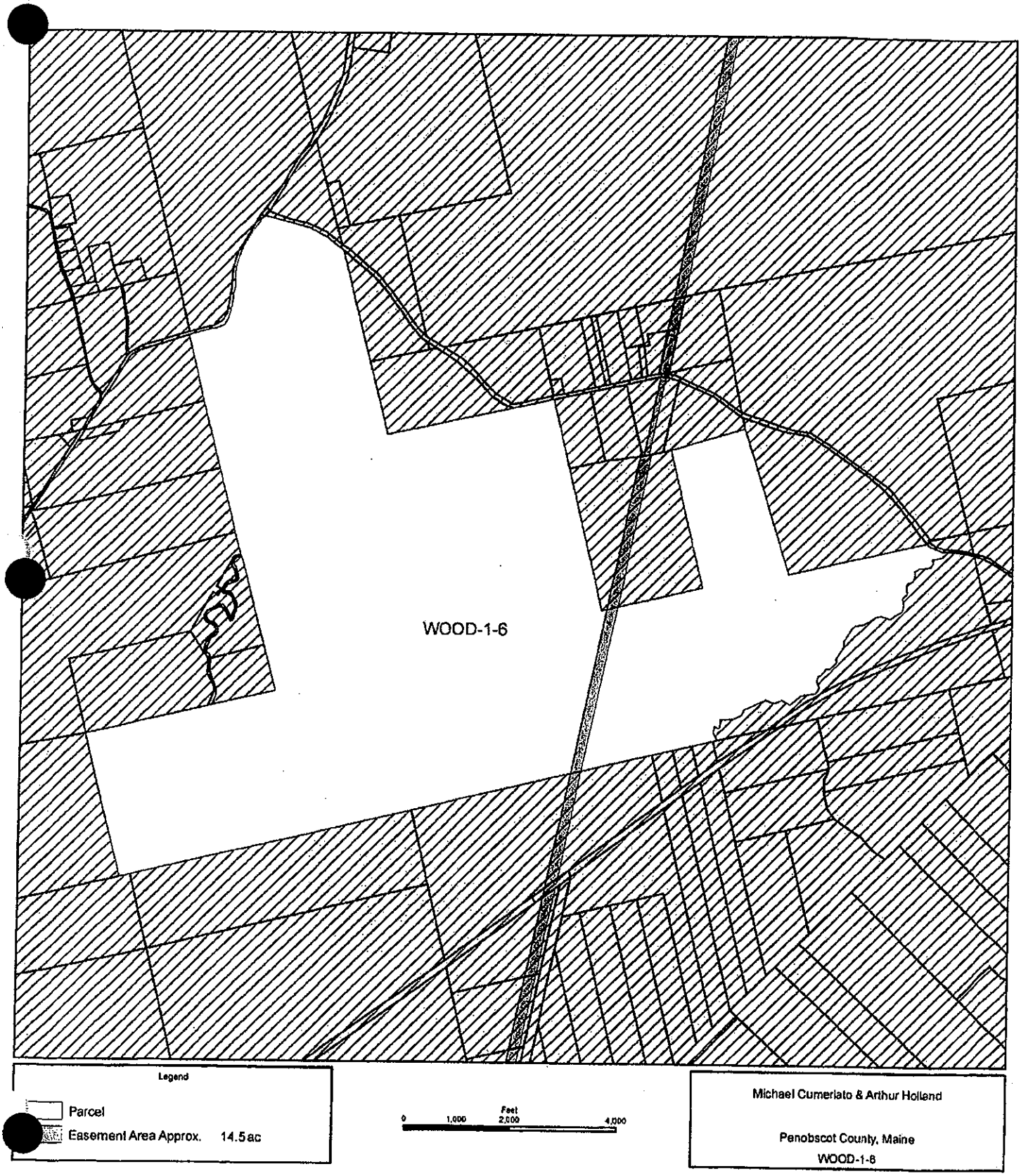


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

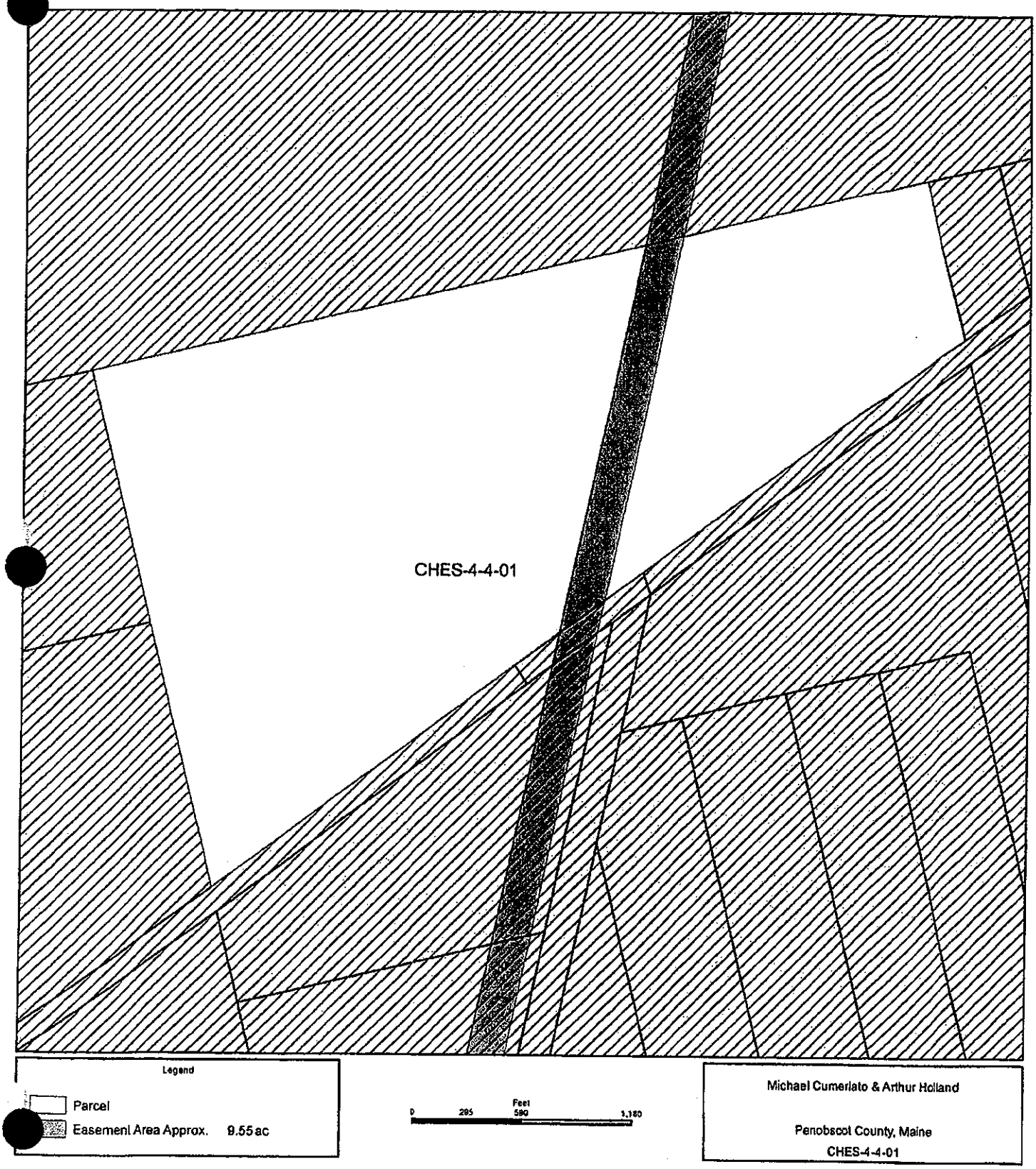


EXHIBIT C

Pre-existing Encumbrances

PENOBSCOT COUNTY MAINE
Susan F. Bulay
Register of Deeds

Bk 12054 Ps239 #3861
02-17-2010 @ 10:13a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **LAKEVILLE SHORES, INC.**, a Maine corporation, with a mailing address of P. O. Box 96, Winn, Maine 04495 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Townships of Chester and Woodville, County of Penobscot, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the **"Easement Area"**). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, for the operation of the Transmission Facilities, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee, except as set forth in Section 28.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that

such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's

written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided: (i) that any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights

granted under this Agreement; (v) publicly oppose any project associated with the rights granted under this Agreement; or (vi) in the conduct of any timber harvesting and/or forest management operations and/or any other activities or undertakings conducted on the Land, violate or breach or fail to fully comply with any and all 1. permits, authorizations, and/or other approvals obtained by or on behalf of Grantee in connection with its activities on the Land and/or Easement Area and 2. laws and regulations then-applicable to the Land. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment required of Grantee under Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of

the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors,

occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Lakeville Shores, Inc.
c/o Herbert Haynes, Jr., President
P. O. Box 96
Winn, Maine 04495

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than

those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. **Tree Removal.** At least forty five (45) days prior to any substantial cutting of trees on the Land by Grantee related to the exercise of any of its easement rights during the period of the effectiveness of the Construction Easement hereunder, Grantee will inform Grantor of the area that is to be cut in order to give Grantor the opportunity to capture the timber value of the removed trees. Within thirty (30) days following sending of the notice by Grantee, Grantor shall provide Grantee a written notice and proposal for removing the timber and related operations required to satisfy Grantee's construction and permitting requirements and schedule ("**Grantor's Proposal**"). Within forty five (45) days following sending of the notice by Grantee, Grantee and Grantor shall attempt to agree on the terms of Grantor's Proposal including the volume, quantity and quality and the then-prevailing market stumpage value of the trees to be removed. Grantee may seek proposals from third parties other than Grantor as well. If Grantor's

Proposal will cost Grantee the same as or less than, a third party's proposal and otherwise shall comply with the Grantee's construction and permitting requirements and schedule, then Grantee shall use reasonable efforts to enter into an agreement with Grantor on the terms set out in Grantor's Proposal (as the same has been negotiated and/or mutually agreed upon). Grantor shall not be entitled to any payment from Grantee for stumpage, wood or timber removed by Grantor or its agents pursuant to Grantor's Proposal and any agreement related thereto, other than as expressly set out in such agreement. In the event Grantor shall not provide timely notice of Grantor's Proposal as set out above, or in the event Grantor's Proposal is greater than a third party's proposal, or Grantor shall not timely complete the cutting operations in strict accordance with Grantee's schedule and the agreed upon terms, Grantee may then elect to conduct the removal itself or through its agents. In the event Grantee so elects to remove the trees itself, Grantee shall make the timber removed from the Land during construction by Grantee or its agents reasonably available to Grantor at the processing center or logging yard used by Grantee or its contractors, and Grantor shall be entitled to pick up such timber from the center or yard and sell it for its own accord, and all such timber and proceeds therefrom shall be and remain the property of Grantor and upon making such timber reasonably available to Grantor, Grantee shall have no obligation to pay Grantor any amount for stumpage, wood or timber that is removed by Grantee or on its behalf.

Grantee may, in Grantee's discretion, hire an independent forester to determine the volume, quantity and quality of the timber removed from the Land. In the event the parties disagree on valuation of the stumpage, the parties will negotiate to come to an agreement on value. Nothing in this Section 28 is intended to prohibit, restrict, delay or affect Grantee's construction schedule and Grantee's absolute right under this Agreement to clear and remove timber and vegetation and conduct any other activity related to its intended uses of the Easement Area and/or Land. Notwithstanding anything to the contrary contained in this Agreement (including Grantor's reserved rights in the Land), in order to protect and preserve the interests of Grantee hereunder, Grantor shall not conduct any timber harvesting and forest management operations on the Land prior to the termination of the Construction Easement without first obtaining the express written consent of the Grantee to such operations and activities, after submission of reasonably detailed plans showing the location of all such proposed operations and activities.

The obligations of Grantee and the rights of Grantor under this Section 28 shall automatically terminate upon termination of the Construction Easement without further action by Grantor or Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **LAKEVILLE SHORES, INC.**, has caused this instrument to be executed by its duly authorized representative this 11th day of January, ~~2009.~~ 2010

LAKEVILLE SHORES, INC.,
a Maine corporation

By: Herbert C Haynes
Herbert Haynes, Jr., President

STATE OF MAINE §
§
COUNTY OF Penobscot § January 11, ~~2009~~ 10

Personally appeared the above-named Herbert Haynes, Jr., President of LAKEVILLE SHORES, INC., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

Notary Public Atty at law

Print Name of Notary: Dean A. Beaupain

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 9th day of February, ~~2009~~ 2010

MAINE GENLEAD, LLC

By: EWeir

Name: Elizabeth Weir

Its: Assistant Secretary

COMMONWEALTH

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § Feb 9th, ~~2009~~ 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/~~her~~ free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor

Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Lakeville Shores, Inc., a Maine corporation as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Quitclaim Deed with Covenant dated March 28, 2001, by and between SP Forests, LLC, as Grantor, and Lakeville Shores, Inc., a Maine corporation, as Grantee, recorded March 30, 2001, in Book 7643, Page 348, at the Register of Deeds, Penobscot County, Maine. (Wood-1-10, Wood-4-4)

2. Quitclaim Deed with Covenant dated July 2, 1998, by and between Donald L. Whitney, as Grantor, and Lakeville Shores, Inc., a Maine corporation, as Grantee, recorded July 2, 1998, in Book 6738, Page 234, at the Register of Deeds, Penobscot County, Maine. (Ches-10-14)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Easement Area

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

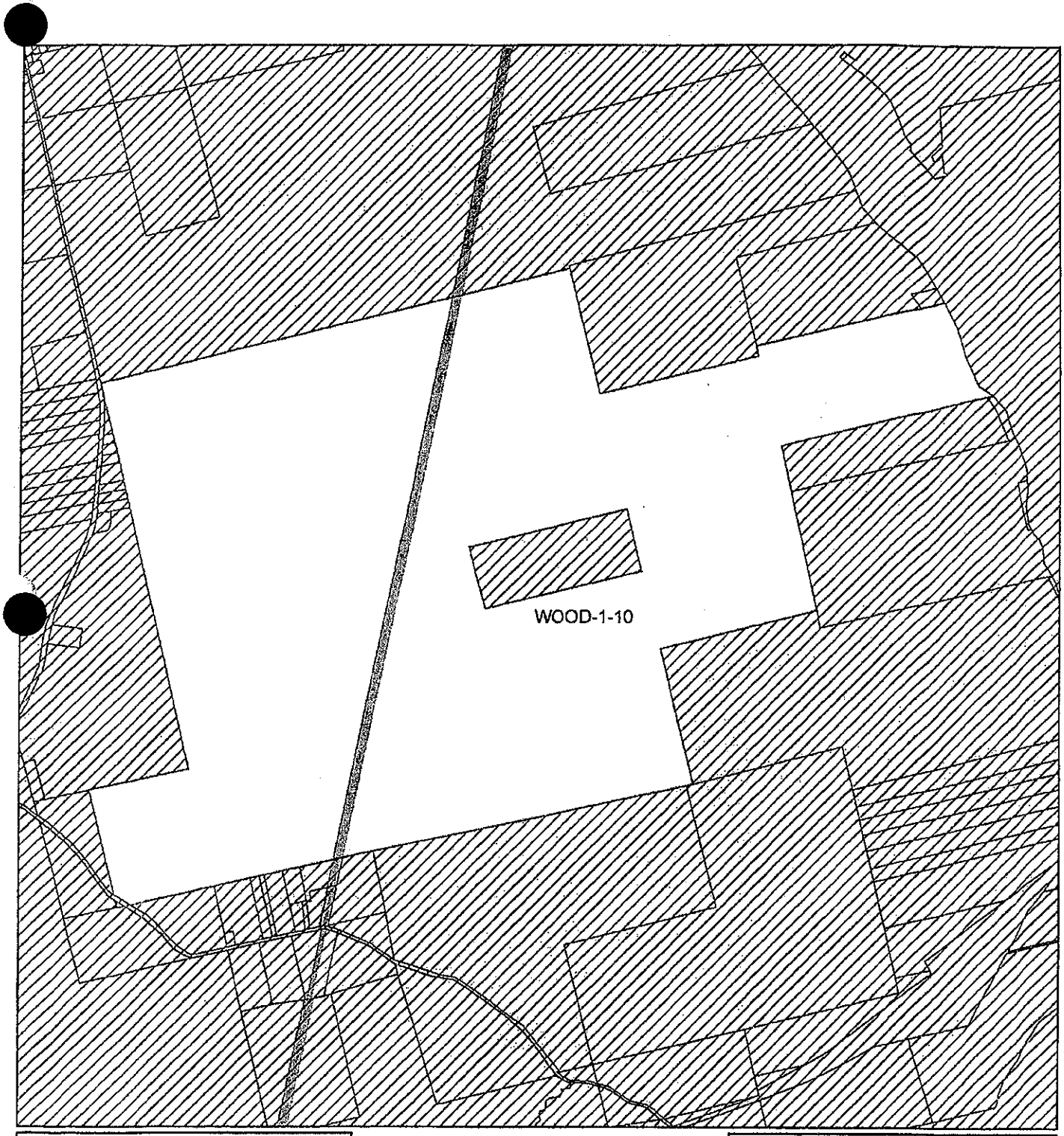


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

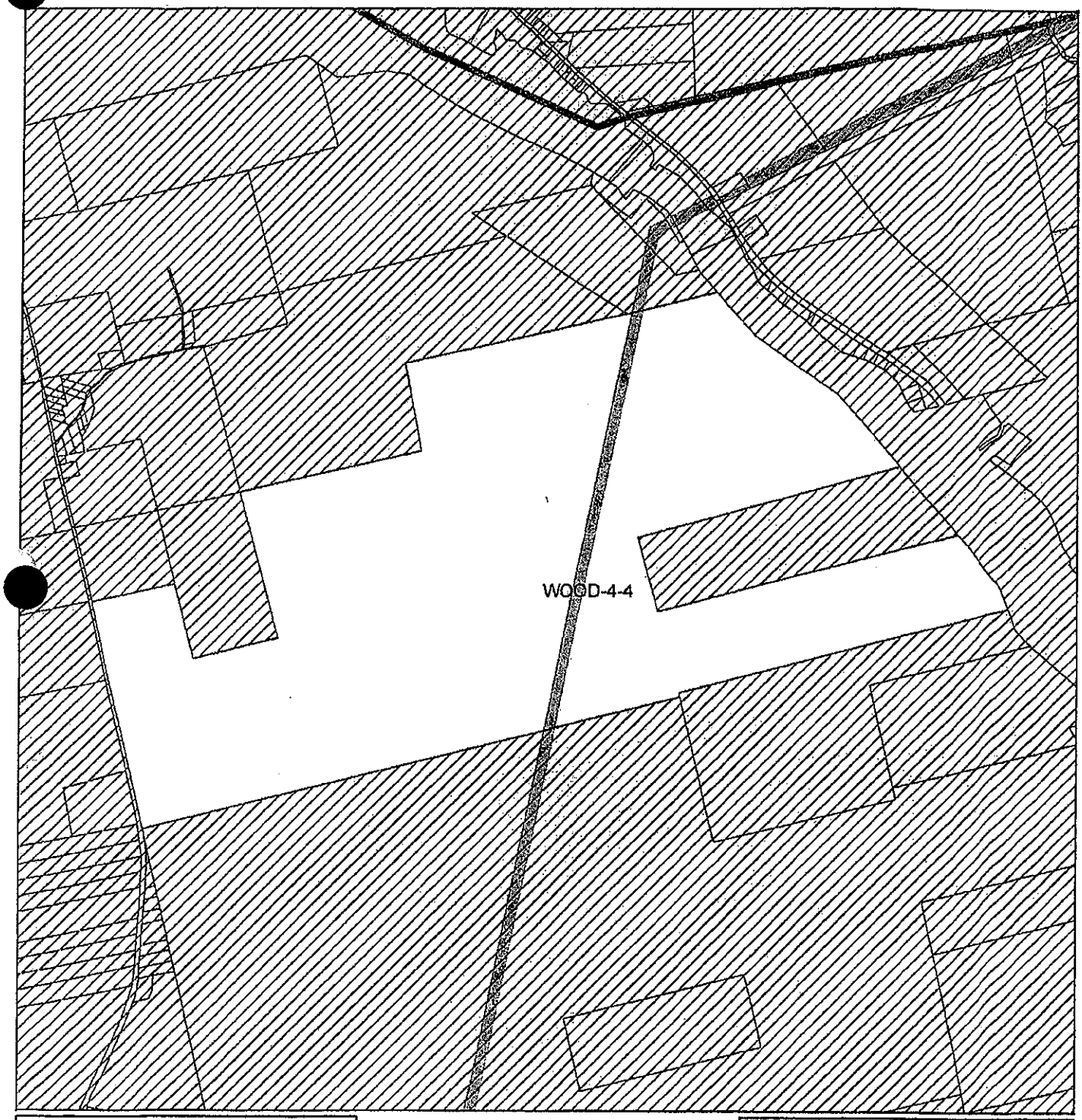


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

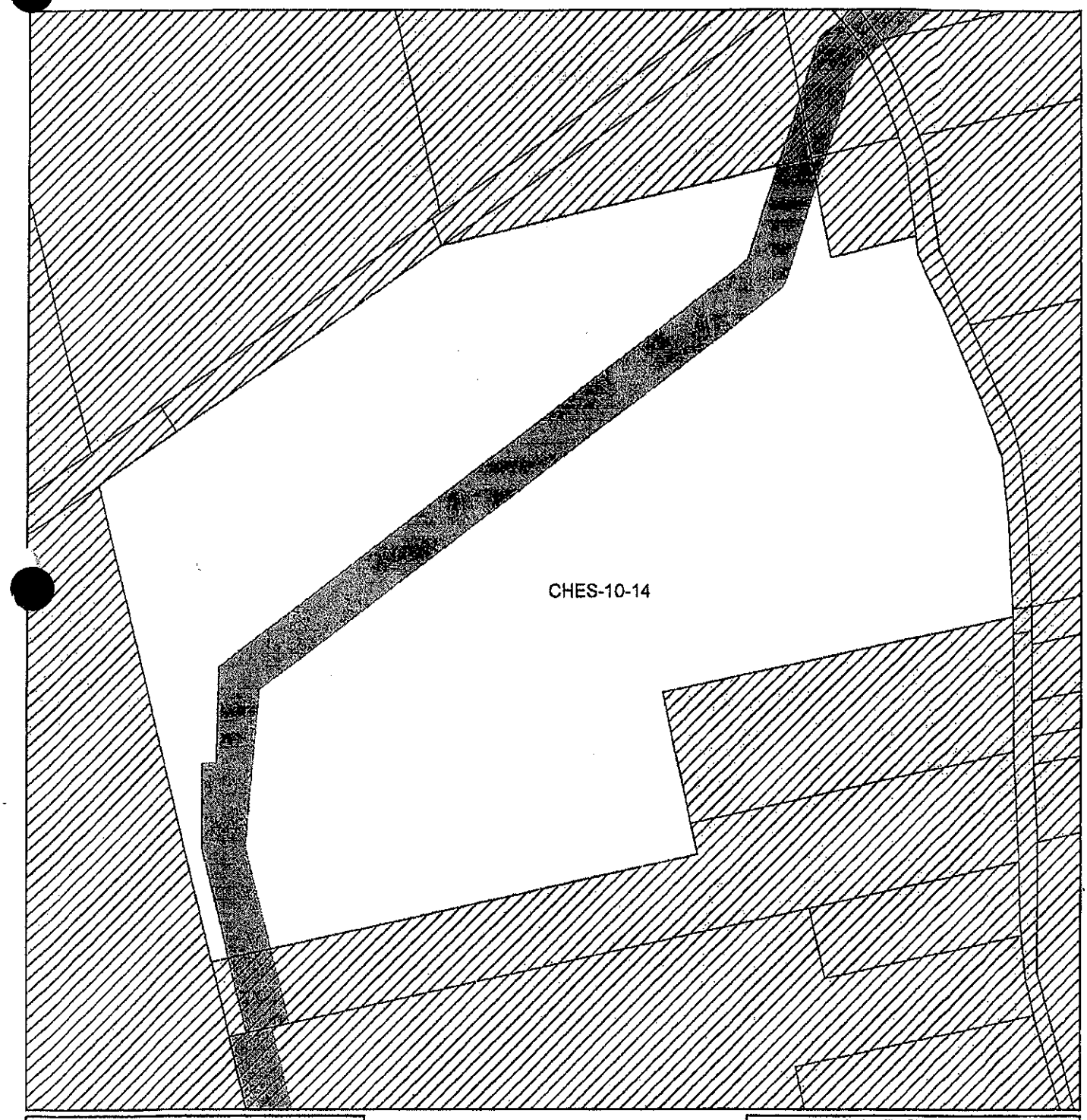


EXHIBIT C
Pre-Existing Encumbrances
Lakeville Shores, Inc. Lots
00007571

CHES-10-14:

a. Pole Line Easement given by Donald L. Whitney to Bangor Hydro Electric Company dated November 3, 1959 and recorded in Vol. 1700, Page 335 of the Penobscot County Registry of Deeds.

b. Pole Line Easement given by Donald L. Whitney to Bangor Hydro Electric Company dated June 25, 1993 and recorded in Vol. 5377, Page 82 of the Penobscot County Registry of Deeds.

c. Pole Line Easement given by Donald L. Whitney to Bangor Hydro Electric Company dated February 26, 1996 and recorded in Vol. 6066, Page 169 of the Penobscot County Registry of Deeds.

d. Pole Line Easement given by Donald L. Whitney to Bangor Hydro Electric Company dated November 3, 1959 and recorded in Vol. 1700, Page 336 of the Penobscot County Registry of Deeds.

e. Easement from Donald L. Whitney to Contel of Maine dated March 25, 1988 and recorded in Vol. 4275, Page 115 of the Penobscot County Registry of Deeds.

Wood-1-10 and 4-4:

a. The property is subject to a pipeline easement conveyed to the United States of America recorded in Vol. 1393, Page 127 and Vol. 1393, Page 167 (Lot 109).

b. The property is subject to power line easements conveyed to Bangor Hydro-Electric Company recorded in Vol. 2147, Page 829 and Vol. 2147, Page 832.

c. The property is subject to an Easement and Road Use Agreement from Champion International Corporation to J. M. Huber Corporation recorded in Vol. 4956, Page 295.

d. The property is subject to an Easement and Road Use Agreement from Champion International Corporation to J. M. Huber Corporation recorded in Vol. 5191, Page 198.

e. The deed from International Paper Company to IP Maine Forests L.L.C. contained the following reservation:

> Mineral reservation: There is hereby reserved to GRANTOR, its successors and assigns, and excepted from this conveyance, all the oil, gas associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite,

peat, sulphur, iron ore, sodium, salt, uranium, thorium, and other fissionable materials, molybdenum, vanadium, titanium, ilmenite, rutile, leucoxene, zircon, gold, silver, bauxite, granite, limestone, bedrock of any kind or character, kaolin and other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, industrial minerals, geothermal energy and all other substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals or substances expressly mentioned above, presently owned by GRANTOR in, on or under any of the land conveyed by this Deed, and all executive rights and other rights to execute leases presently owned or held by GRANTOR with respect to the interests of any other parties in any or all said minerals, in or under any of the land conveyed by this Deed, together with full rights of ingress and egress and use of the surface by this Deed to the extent reasonably necessary for exploring, drilling, mining, developing, producing, removing, transporting and owning all of said minerals and mineral rights herein reserved to the GRANTOR; provided, further, however, this reservation of mineral rights shall not prohibit or restrict the GRANTEE from using "on-site" sand or gravel for the purposes of constructing and maintaining roads now existing or hereinafter constructed on the land conveyed by this Deed. Further, this reservation is subject to all outstanding oil, gas and other mineral and/or royalty rights and interests shown of record that affect the Timberlands.

f. Lot 109 is subject to a pole line easement in favor of Bangor Hydro-electric Co. recorded in Vol. 1063, Page 179.

g. Lot 123 is subject to a pole line easement in favor of Bangor Hydro-electric Co. recorded in Vol. 2126, Page 250.

h. Timber Purchase Option from Lakeville Shores, Inc. and H. C. Haynes, Inc., to International Paper Co. recorded in Vol. 7644, Page 1.

PENOBSCOT COUNTY, MAINE

Susan F. Bulay

Register of Deeds

Bk 12018 Ps223 #44311
12-30-2009 @ 08:52a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Stanley Morrison,** an individual, with a mailing address of 169 Prospect Street, Millinocket, ME 04462 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Township of Woodville, Penobscot County, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

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strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary

vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") by giving written notice to Grantor (the "**Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding

anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Extension Notice and the Final Easement Payment to Grantor within thirty (30) days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the

property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title

defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses

(including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Stanley Morrison
169 Prospect Street
Millinocket, ME 04462

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended

recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The **"Effective Date"** shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied

upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **STANLEY MORRISON** has executed this instrument this 18 day of Nov., 2009.

Stanley Morrison
Stanley Morrison

STATE OF MAINE §
§
COUNTY OF Penobscot § 11/18, 2009.

Personally appeared the above-named STANLEY MORRISON and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Rebecca L. Merry
Notary Public

Print Name of Notary: Rebecca L. Merry
My Commission Expires 03/31/2012.

SEAL

EXHIBIT A

List of Source Deeds or Attach Source Deed

Attached to that certain Transmission Easement Agreement by and between Stanley Morrison, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed dated February 20, 2009 by and between Danny L. Archer and Stanley Morrison, recorded February 23, 2009, Registry of Deeds in Penobscot County, Maine, recorded in Book 11672, Page 175.

2. Warranty Deed dated October 9, 2008 by and between Lakeville Shores, Inc., a Maine corporation, and Danny L. Archer, Registry of Deeds in Penobscot County, Maine, recorded in Book 11558, Page 31.

3. Deed dated December 1, 1998 by and between Stephen S. Wong and Plempis M. Wong and Lakeville Shores, Inc., Registry of Deeds in Penobscot County, Maine, recorded in Vol. 6893, Page 242.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

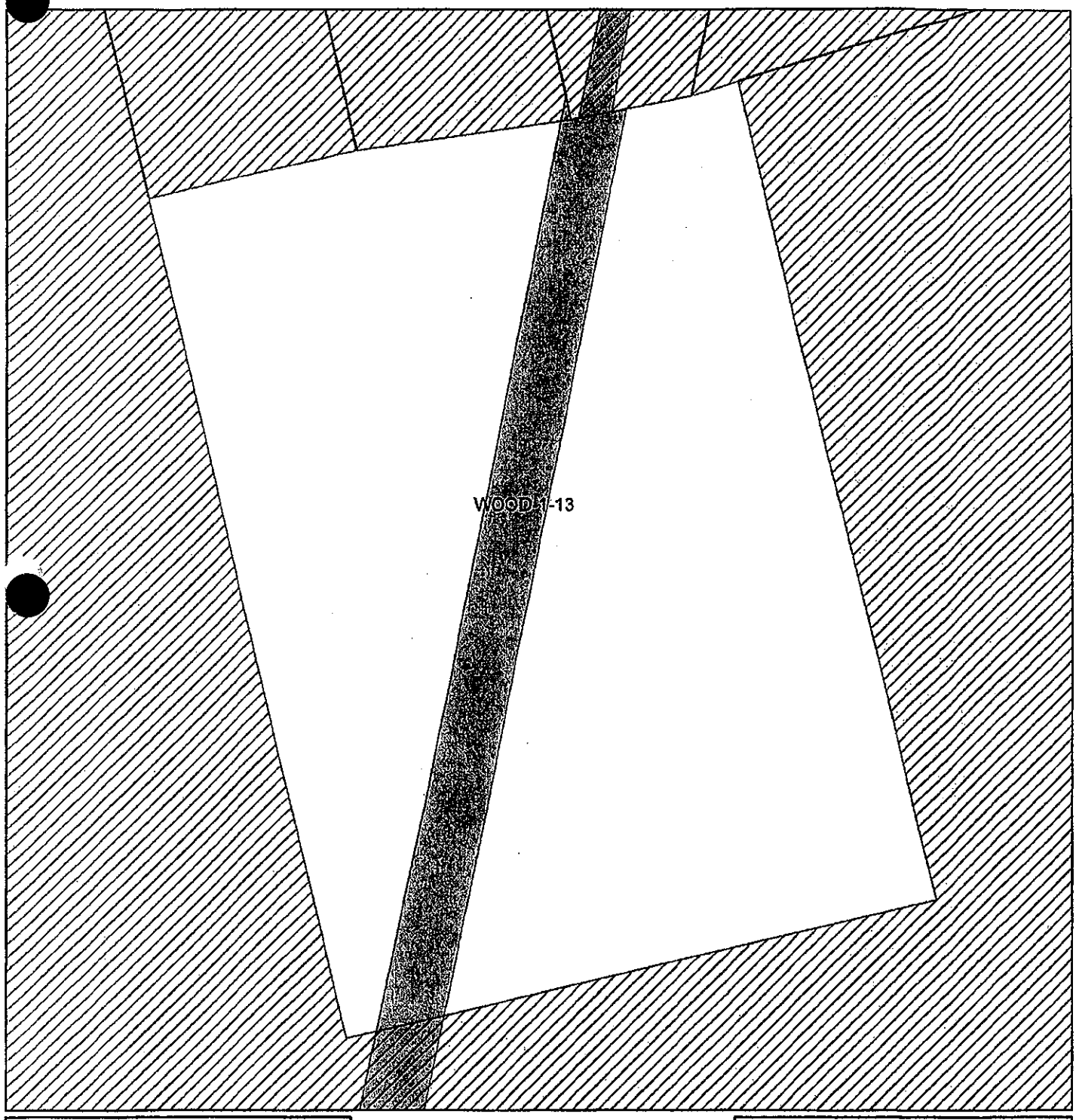


EXHIBIT C

Pre-existing Encumbrances

Power line easement granted to Bangor Hydro-Electric Co., as set forth in Vol. 2098, Page 529 of the Penobscot County Registry of Deeds.

PENOBSCOT COUNTY, MAINE
Register of Deeds

Bk 12048 Ps186 #3110
02-08-2010 @ 10:19a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Ronald A. Waite and Barbara A. Waite**, husband and wife, with a mailing address of 99 Spruce Street, Millinocket, Maine 004462 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Woodville, County of Penobscot, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary

herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than one hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

8. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

9. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights

granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

10. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

11. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

12. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

13. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

14. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

15. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

16. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and

timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Ronald A. Waite and Barbara A. Waite
99 Spruce Street
Millinocket, Maine 04462

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

18. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

19. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

20. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

21. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

22. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall

include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

23. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

24. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

25. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **RONALD A. WAITE** has executed this instrument this 18th day of December, 2009.

Ronald A. Waite

STATE OF MAINE §
§
COUNTY ~~OF~~ Penobscot § 12/18, 2009.

Personally appeared the above-named Ronald A. Waite, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: Lisa M. Martin, Notary Public
State of Maine
My Commission Expires 9/29/2013

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **BARBARA A. WAITE** has executed this instrument this 18th day of December, 2009.

Barbara A. Waite

Barbara A. Waite

STATE OF MAINE §
§
COUNTY ~~OF~~ Penobscot § 12/18, 2009.

Personally appeared the above-named Barbara A. Waite, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Print Name of Notary: Lisa M. Martin, Notary Public
State of Maine
My Commission Expires 9/29/2013

SEAL

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, MAINE GENLEAD, LLC, has caused this instrument to be executed by its duly authorized representative this 19th day of January, ~~2009~~ 2010

MAINE GENLEAD, LLC

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk §

Jan 19th, ~~2009~~ 2010

Personally appeared the above-named Elizabeth Weir, Assistant secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linda Marrone

SEAL

LINDA P. MARRONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 23, 2010

EXHIBIT A

List of Source Deeds or Attach Source Deed

Attached to that certain Transmission Easement Agreement by and between Ronald A. Waite and Barbara A. Waite, husband and wife, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

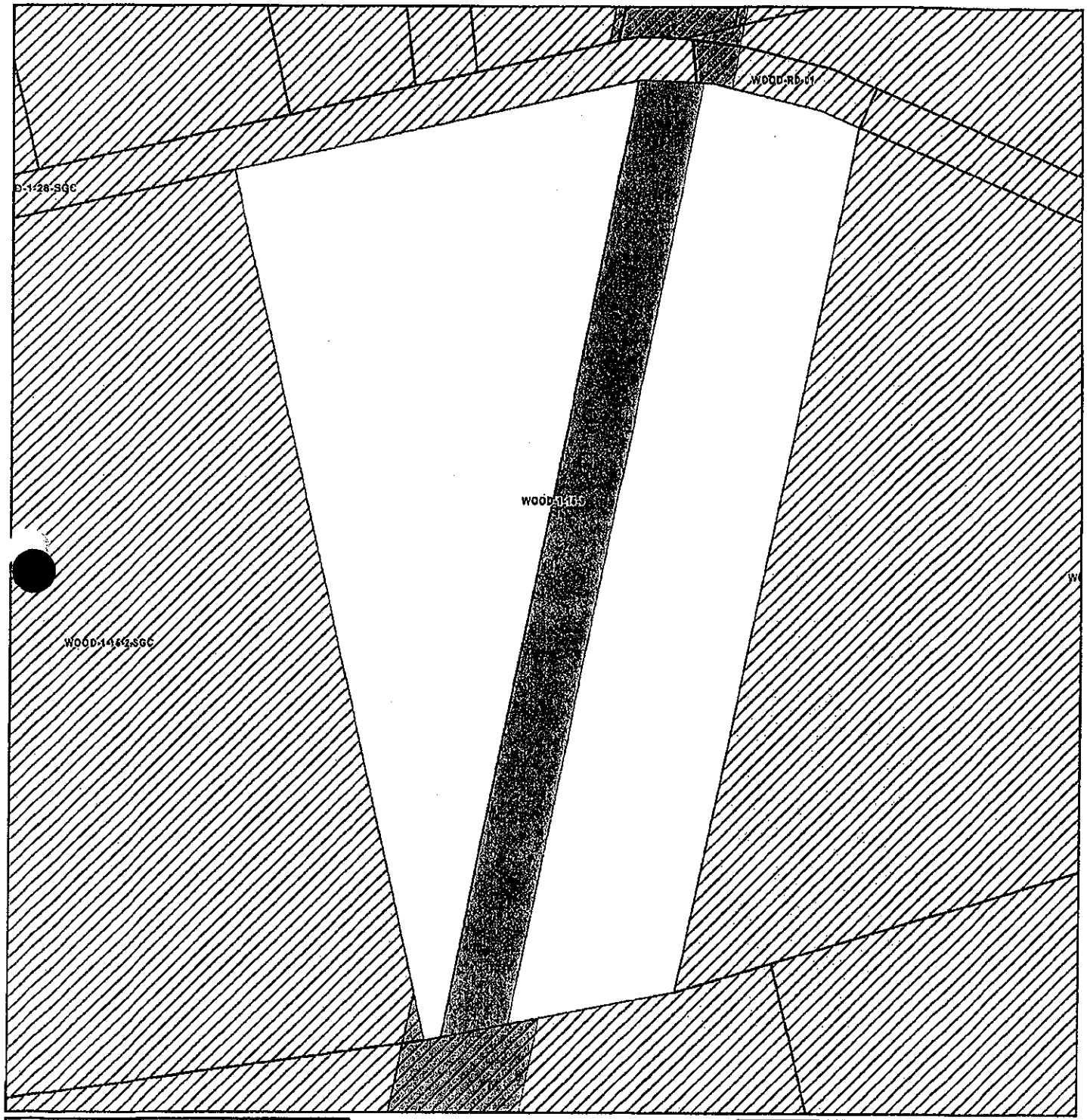
1. Warranty Deed dated April 4, 2002, by and between Ronald A. Waite and Ronald A. Waite and Barbara A. Waite, husband and wife, recorded April 5, 2002, in Book 8142, Page 307, in the Register of Deeds, Penobscot County, Maine.

2. Warranty Deed dated April 24, 2001, by and between Herbert C. Haynes and Ronald A. Waite, recorded May 1, 2001, in Book 7678, Page 2, at the Register of Deeds, Penobscot County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



Legend

Parcel

Easement Area Approx. 3.46 ac

0 87.5 175 350 Feet

Ronald A. and Barbara A. Waite

Penobscot County, Maine

WOOD-1-15-3

EXHIBIT C

Pre-existing Encumbrances

PENOBSCOT COUNTY MAINE
Register of Deeds

Bk 12226 Pg269 #25462
08-23-2010 @ 10:19a

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: **Rita H. Dietrich,** who has a mailing address of 27814 Siruela, Mission Viejo, CA 92692; **Douglas Daniel Harrington**, who has a mailing address of P.O. Box 1437, Stony Brook, New York 11790; and **Linda Louise Harrington,** who has mailing address of 675 Broadway, Ulster Park, NY 12487

Purchaser: **Maine GenLead, LLC**
c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises subject to Purchase and Sale Agreement**: Premises described in that certain deed to Rita H. Dietrich and Louise M. Harrington recorded at the Aroostook County Registry of Deeds in Book 2343, Page 58, excepting those premises conveyed by Rita H. Dietrich and Louise M. Harrington to Joseph Klockner and Eleanor Klockner dated December 2, 1974 and recorded in said Registry in Book 2511, Page 301.

II. **Effective Date of Purchase and Sale Agreement**: July 9, 2010

III. **Date of Closing**: The closing (the "Closing") shall take place at 10:00 a.m. on (i) the first business day that is Thirty (30) days after the Permit Date (as hereinafter defined), or, at Purchaser's election, (ii) such earlier date as Purchaser may request upon ten days' written notice to Seller. If the Closing has not earlier occurred, the Closing date shall be December 31, 2015. The Permit Date is defined as the date when Purchaser has received any and all permits from the Maine Department of Environmental Protection and there is the final resolution of any appeals thereof.

IV. Counterparts: This Memorandum may be executed in multiple counterparts, which together shall constitute a single instrument.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to of Purchase and Sale Agreement to be executed as of the 9th day of July, 2010.

WITNESS:

Print Witness Name: Judith Stout

SELLER:

Rita H. Dietrich

State of California
County of Orange

July 9, 2010

Then personally appeared the above-named Rita H. Dietrich and acknowledged the foregoing instrument to be her free act and deed.

SANDRA KRISTINE DOBRILOVIC
COMM. # 1851554
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. MAY 30, 2013

Before me,

Notary Public

ACKNOWLEDGMENT

State of: California

County of: Orange

On July 9, 2010, before me, Sandra Kristine Dobrilovic
(name and title of the officer)

personally appeared Rita H. Diebich

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity (ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SANDRA KRISTINE DOBRILOVIC
COMM. # 1851564
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. MAY 30, 20[illegible]

Sandra Kristine Dobrilovic
Signature of Notary Public

(seal)

WITNESS:

SELLER:

Print Witness Name:

Douglas Daniel Harrington

State of New York
County of Suffolk

July 9, 2010

Then personally appeared the above-named Douglas Daniel Harrington and acknowledged the foregoing instrument to be his free act and deed.

EILEEN M J CASEY
Notary Public, State of New York
No. 01CA4799750
Qualified in Suffolk County
Commission Expires 11/30/2013

Before me,

Notary Public

SEAL

WITNESS:

SELLER:

Print Witness Name:

Linda Louise Harrington

State of
County of

, 2010

Then personally appeared the above-named Linda Louise Harrington and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

WITNESS:

SELLER:

_____
Print Witness Name:

_____
Douglas Daniel Harrington

State of
County of

_____, 2010

Then personally appeared the above-named Douglas Daniel Harrington and acknowledged the foregoing instrument to be his free act and deed.

Before me,

_____
Notary Public

WITNESS:

SELLER:

_____
Print Witness Name:

Linda Louise Harrington

State of
County of

6/16, 2010

Then personally appeared the above-named Linda Louise Harrington and acknowledged the foregoing instrument to be her free act and deed.

Before me,

_____
Notary Public

PATRICK MASON
Notary Public - State of New York
NO. 01MA6178373
Qualified in Ulster County
My Commission Expires 12/30/11

SEAL

WITNESS:

PURCHASER:
MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC, the member*

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

August 3, 2010

Then personally appeared the above-named Elizabeth Weir in his/her capacity as Secretary of MAINE GENLEAD, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of MAINE GENLEAD, LLC.

Before me,

Linne M. Taylor
Notary Public

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

* Maine Wind Holdings, LLC, the member of

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Bk 12389 Pg293 #2283
01-27-2011 @ 11:55a

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: **Thornton Brothers, Inc.**, 125 Main Street, Lincoln, ME 04457

Purchaser: **Maine GenLead, LLC,** c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises subject to Purchase and Sale Agreement**: Certain real property in the Town of Woodville, Penobscot County, Maine, described in the following deeds to Seller recorded at the Penobscot County Registry of Deeds in Book 2418, Page 281 and Book 12056, Page 146; and being the lands generally depicted as Tax Map 1, Lot 23 and a portion of Tax Map 1, Lot 22.

II. **Effective Date of Purchase and Sale Agreement**: March 10, 2010

III. **Date of Closing**: The closing (the "Closing") shall take place at 10:00 a.m. on (i) the later of (A) the first business day that is seven (7) days after the Permit Date (as hereinafter defined), or (B) March 31, 2010, or (ii) such earlier date as Purchaser may request, but not earlier than March 1, 2010. The Permit Date is defined as the date when Purchaser has received any and all permits from the Maine Department of Environmental Protection and there is the final resolution of any appeals thereof.

IV. **Counterparts:** This Memorandum may be executed in multiple counterparts, which together shall constitute a single instrument.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to of Purchase and Sale Agreement to be executed as of the 19 day of January, 2011.

WITNESS: Paul Thornton

Paul Thornton
Print Name of Witness:

SELLER:
THORNTON BROTHERS, INC.

William Thornton
Name: WILLIAM THORNTON
Its

STATE OF MAINE
COUNTY OF Penobscot

Jan, 19, 2011

Personally appeared the above-named William Thornton, in his/her capacity as General Manager of Thornton Brothers, Inc., and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said corporation.

Before me,

Kim M. Pasanen
Notary Public/Attorney at Law
Print Name of Notary: Kim M. Pasanen
My commission expires: 10-21-2017

SEAL

KIM M. PASANEN
Notary Public, Maine
My Commission Expires October 21, 2017

WITNESS:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

KBliss
Print Name of Witness: KBliss

By: [signature]
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

January 25, 2011

Then personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

[signature]
Notary Public

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SEAL

PENOBSCOT COUNTY, MAINE
[signature]
Register of Deeds

Bk 12204 Ps11 #22490
07-29-2010 @ 12:14p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **EUGENE HAYDOCY**, an individual, with a mailing address of P.O. Box 524 Lincoln, ME 04457 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Woodville, Penobscot County, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary

herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements arising or occurring by, through and under Grantor. The term "quitclaim covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights

granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be

reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: EUGENE HAYDOCY
P.O. Box 524
Lincoln, ME 04457

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC,** has caused this instrument to be executed by its duly authorized representative this 30 day of June, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC, its Member
By: [signature]
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § June 30 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary* of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

[signature]
Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

* Maine Wind Holdings, LLC, which is the Member of

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

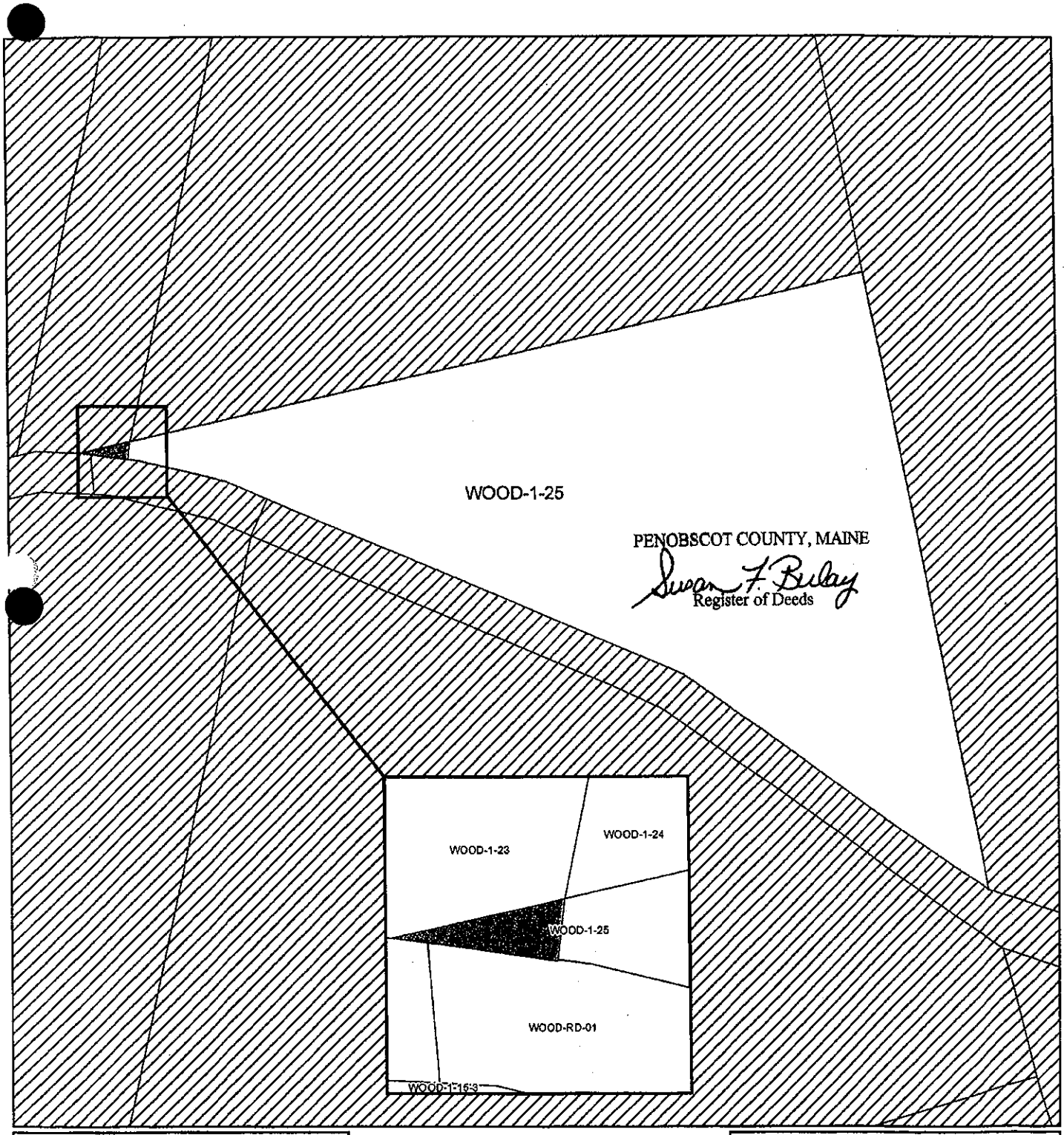
Attached to that certain Transmission Easement Agreement by and between Eugene Haydocy, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Quitclaim Deed with Covenant dated April 5, 2006, by and between Herbert C. Haynes and Eugene Haydocy, recorded May 17, 2006, in Book 10435, Page 14, at the Registry of Deeds, Penobscot County, Maine. (WOOD 1-25)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



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03-22-2011 @ 11:07a

GRANT OF EASEMENT

This GRANT OF EASEMENT (this "Easement") is made and entered into as of the 18th day of February, 2011 (the "Effective Date") by and between **Great Lakes Hydro America, LLC** (formerly known as GNE, LLC), a Delaware limited liability company with a mailing address of 1024 Central Street, Millinocket, ME 04462 ("Grantor") and **Maine GenLead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Grantee"). Each of Grantor and Grantee is sometimes referred to as a "Party" and collectively as the "Parties."

RECITALS

A. Grantor is the owner of certain real property located in the Towns of Mattawamkeag and Woodville, Penobscot County, Maine, consisting of several acres along both sides of the Penobscot River (the "River") and surrounding the Weldon Dam as more specifically described in the deed excerpt to Grantor listed on the attached **Exhibit A** and incorporated herein by this reference (the "Premises"). Grantor is also the owner of the real property associated with the Mattaceunk Project (FERC No. 2520) (the "Mattaceunk Project"), which encompasses the Premises.

B. Grantee is a private power generator and currently in the process of assembling a corridor for the placement of the Transmission Line, as defined herein, for the transmission of electrical power and telecommunications services related to the operation of the line. "Transmission Line" shall mean all overhead improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including overhead 115 kv electrical transmission lines, wires, cables and apparatus for the transmission of electrical power and telecommunications services.

C. Grantee has determined that the Transmission Line must cross the River, and proposes that the Transmission Line cross through the Premises and the Mattaceunk Project, including its FERC project boundary (the "Project Boundary").

D. Grantee desires an easement from Grantor in order to gain access to the Premises, so as to construct, operate, and maintain the Transmission Line over and across the Premises and the River, and Grantor has agreed to grant such an easement to Grantee on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

GRANT

Section 1.1 Easement; Consideration. In consideration of the payments to be made by Grantee to Grantor under the terms of that certain Compensation Agreement of near or even date herewith by and between Grantor and Grantee (the "Compensation Agreement") which Compensation Agreement is incorporated herein by reference, Grantor grants to Grantee a nonexclusive easement to and from, and on, over, and across the Premises for the purposes of the construction, operation and maintenance of the Transmission Line (the "Easement") for a period from the date hereof and extending to twenty years from the date of commissioning of the Wind Power Project of Evergreen Wind Power II, LLC, or its successors and assigns, located in Oakfield, Maine (the "Easement Term"). This Easement shall be terminable immediately by Grantor in the event of any default by Grantee under the Compensation Agreement. In the event the Compensation Agreement is terminated for any reason other than by the written agreement of Grantor and Grantee), this Easement shall be terminable immediately by Grantor unless the payments required by the Compensation Agreement are otherwise paid to Grantor on the same terms and conditions as set forth therein. Any termination by Grantor pursuant to this Section 1.1 may be evidenced solely by an affidavit of Grantor recorded in the Penobscot County Registry of Deeds.

Section 1.2 Extension. Following the initial Easement Term, at the option of the Grantee, the parties shall negotiate in good faith to determine the price and terms of an extension of the Easement Term by a period of up to twenty (20) years, provided that if the parties have not agreed to the price and terms of an extension prior to the expiration of the initial Easement Term, then this Easement shall terminate, except for those provisions that shall expressly survive any such termination.

Section 1.3 Description of Transmission Line. The Transmission Line shall be constructed and maintained within the area of the Premises shown and in accordance with the specifications described on the attached **Exhibit B**. Notwithstanding the foregoing, the Transmission Line shall: (i) be in the form of overhead or suspended lines extending over the Premises with all support structures for such overhead or suspended lines being located outside of the Premises; and (ii) following installation of the Transmission Line, it shall maintain at least forty (40) feet of wire clearance over and above the surface of the River.

ARTICLE II

INSURANCE; INDEMNITY; SAFETY POLICY; MAINTENANCE

Section 2.1 Public Liability Insurance: Throughout the Term, at Grantee's sole cost and expense, Grantee shall keep or cause to be kept in force, for the mutual benefit of Grantor and Grantee, comprehensive broad form general public liability insurance policies against claims and liability for personal injury, death or property damage arising from Grantee's use and occupation of the Premises pursuant to this Easement, providing protection of at least $1,000,000

for bodily injury or death to any one person, at least $1,000,000 for any one accident or occurrence, and at least $100,000 for property damage. Said policies shall name Grantor as an additional insured and shall constitute primary insurance as to Grantor, its agents and employees, so that any other polices held by Grantor shall not contribute to any loss under said insurance. Said policies shall provide for ten (10) days prior written notice to Grantor of cancellation or material change.

Section 2.2 Indemnification by Grantee. Grantor shall not be liable, and Grantee shall defend and indemnify Grantor against liability for physical damage to property and for physical injuries or death to persons or personal property on or off the Premises arising from any cause or event relating to the construction, operation, or maintenance of the Transmission Line, including without limitation, the exercise by Grantee of its rights under this Easement by Grantee or any Grantee's Agent (as defined below), except to the extent caused by the negligence or willful misconduct of Grantor or its invitees, permittees, or tenants. Grantee waives all claims against Grantor for damage or injury to persons or property, except to the extent caused by the negligence or willful misconduct of Grantor, its invitees, permittees, or tenants. This Section 2.2 shall survive the expiration or earlier termination of this Easement.

Section 2.3 Safety Policy. While on the Premises, Grantee, including, but not limited to, all employees, members, officers, contractors, subcontractors, invitees, permittees, agents, and related entities of Grantee (the "Grantee's Agents"), shall at all times conform to the standards, practices, procedures, and regulations provided for in Grantor's safety policy (the "Safety Policy"), attached hereto as **Exhibit C**. If Grantor determines that Grantee is not in compliance with the Safety Policy, Grantor may immediately suspend Grantee's work and shall provide written notice to Grantee specifying the nature thereof. Following such suspension, Grantee may resume work after taking such actions as are reasonably required by Grantor to comply with the Safety Policy.

ARTICLE III

MAINTENANCE; COMPLIANCE

Section 3.1 Maintenance. Grantee shall bear the sole and absolute responsibility for the maintenance, upkeep and repair of the Transmission Line, including, but not limited to, any and all costs related such maintenance or repairs.

Section 3.2 Compliance. Grantee, at its sole cost and expense, shall bear the sole and absolute responsibility for compliance with any order, statute, ordinance, code, rule or regulation from any governmental authority relating to the construction, maintenance, or operation of the Transmission Line.

ARTICLE IV

FERC LICENSE COMPLIANCE; GRANTOR'S RESERVED RIGHTS

Section 4.1 Covenants: Grantee covenants, confirms and agrees that the Grantee shall act in accordance with the following:

(i) Grantee's use of the lands conveyed in this Easement shall not endanger health, create a nuisance, or otherwise be incompatible with overall Mattaceunk Project recreational use;

(ii) Grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the lands conveyed lands in this Easement will occur in a manner that will protect the scenic, recreational, and environmental values of the Mattaceunk Project; and

(iii) Grantee shall not unduly restrict public access to Mattaceunk Project waters.

Section 4.2 Grantor's Reserved Rights: The Grantor shall have the right to use the Premises in any manner not inconsistent with the purposes of this Easement and the rights, covenants, and restrictions set forth herein. Notwithstanding the foregoing, the Parties agree to the following:

(i) Hydro-Power Related, Structures, and Uses: Grantor shall have the right to perform any and all acts to ensure compliance as required by the Federal Energy Regulatory Commission in connection with the Mattaceunk Project now or in the future, including, without limitation, the protection of public access to project lands and waters, and the protection of aesthetic, vegetative, and water quality resources as well as compliance with any specific requirements or plans, including, but not limited to, requirements for habitat improvement, fishways, wetlands enhancement, artificial nesting structures for aquatic birds, existing or future recreational facilities constructed or maintained by the Grantor, management of historic properties, and shoreline buffer zone management.

(ii) Compliance with Law: Grantor shall have the right to use the Premises, and construct and maintain any structures or facilities upon the Premises, in such a manner as required by, or in order to comply with, any federal, state, or local governmental statute, regulation, rule, ordinance, or order.

ARTICLE V

REMEDIES

Section 5.1 Remedies. Except as otherwise explicitly provided herein, if Grantee fails to comply with any other material obligations hereunder, Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

ARTICLE VI

MORTGAGE; ASSIGNMENT

Section 6.1 Right to Mortgage: Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its easement interests in the Premises. These various security interests in all or a part of its easement interests in the Premises are collectively referred to as a "Mortgage" and each holder of the Mortgage, is referred to as "Mortgagee." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor so long as such action does not expand or otherwise change the nature of the easement for the Transmission Line.

Section 6.2 Assignment and Sublease: Grantee shall have the right, with Grantor's consent (which shall not be unreasonably delayed, conditioned or denied), to sell, convey, or assign, all (but not less than all) of the rights, privileges and easements herein conveyed (collectively, "Assignment"), to other persons or entities who have acquired all or substantially all the assets of Grantee. Any other assignment by Grantee in violation of this provision shall be null and void.

Section 6.3 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, successors and assigns and any successors in interest to the Premises. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its permitted successors and assigns coming into interest consistent with the terms hereof.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notice. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail,

addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor:	Great Lakes Hydro America, LLC Attention: Brian Stetson, Manager 1024 Central Street Millinocket, ME 04462
With copy to:	Brookfield Renewable Power US Operations Attention: Legal Department 200 Donald Lynch Boulevard Marlborough, MA 01752
Notice to Grantee:	Maine GenLead, LLC c/o First Wind Energy, LLC 179 Lincoln Street, Suite 500, Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change.

Section 7.2 Enforceability. In the event that any of the provisions of this Easement, or the application thereof to any person or circumstance, are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

Section 7.3 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

Section 7.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

[Intentional end of page. Signatures and acknowledgments follow on separate pages.]

IN WITNESS WHEREOF, this Easement has been executed as of the date first above written.

GRANTOR:

GREAT LAKES
HYDRO AMERICA, LLC

By: _____
Its: _____

GRANTEE:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By _____
Name: Elizabeth Weir
Its: Assistant Secretary

IN WITNESS WHEREOF, this Easement has been executed as of the date first above written.

GRANTOR:

GREAT LAKES
HYDRO AMERICA, LLC

By: _____
Its: General Manager

GRANTEE:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

STATE OF MAINE §

COUNTY OF Penobscot § February 18, 2011

Personally appeared the above-named Brian Stetson, Manager of Great Lakes Hydro America, LLC, formally known as GNE, LLC, a Delaware limited liability company and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company.

Before me,

Julie A Day

Notary Public

SEAL

Print Name of Notary:
Julie A. Day

Julie A. Day
NOTARY PUBLIC
State of Maine
My Commission Expires 9/1/2015

COMMONWEALTH OF MASSACHUSETTS §

COUNTY OF Suffolk § February 2011

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be ~~his~~/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor

Notary Public

Print Name of Notary:
Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

List of Exhibits

EXHIBIT A - Source deed
EXHIBIT B – Depiction
EXHIBIT C – Safety Standards

STATE OF MAINE §

COUNTY OF _____ § _____, 201_

Personally appeared the above-named Brian Stetson, Manager of Great Lakes Hydro America, LLC, formally known as GNE, LLC, a Delaware limited liability company and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company.

Before me,

_____

Notary Public

Print Name of Notary:

_____

COMMONWEALTH OF MASSACHUSETTS §

COUNTY OF Suffolk § February 2011

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be ~~his~~/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor

Notary Public

SEAL

Print Name of Notary:
Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

List of Exhibits

EXHIBIT A - Source deed
EXHIBIT B – Depiction
EXHIBIT C – Safety Standards

EXHIBIT A (Page 1)

Excerpt from Corrective and Confirmatory Deed with Quitclaim Covenant dated May 24, 2004, from Katahdin Paper Company LLC and its subsidiary Katahdin Forest Management LLC, both Delaware limited liability companies to Great Lakes Hydro America, LLC, formerly known as GNE, LLC, a Delaware limited liability company, recorded May 27, 2004 in Book 9349 Page 1 in Penobscot County Registry of Deeds.

EXHIBIT A
(PAGE 2)

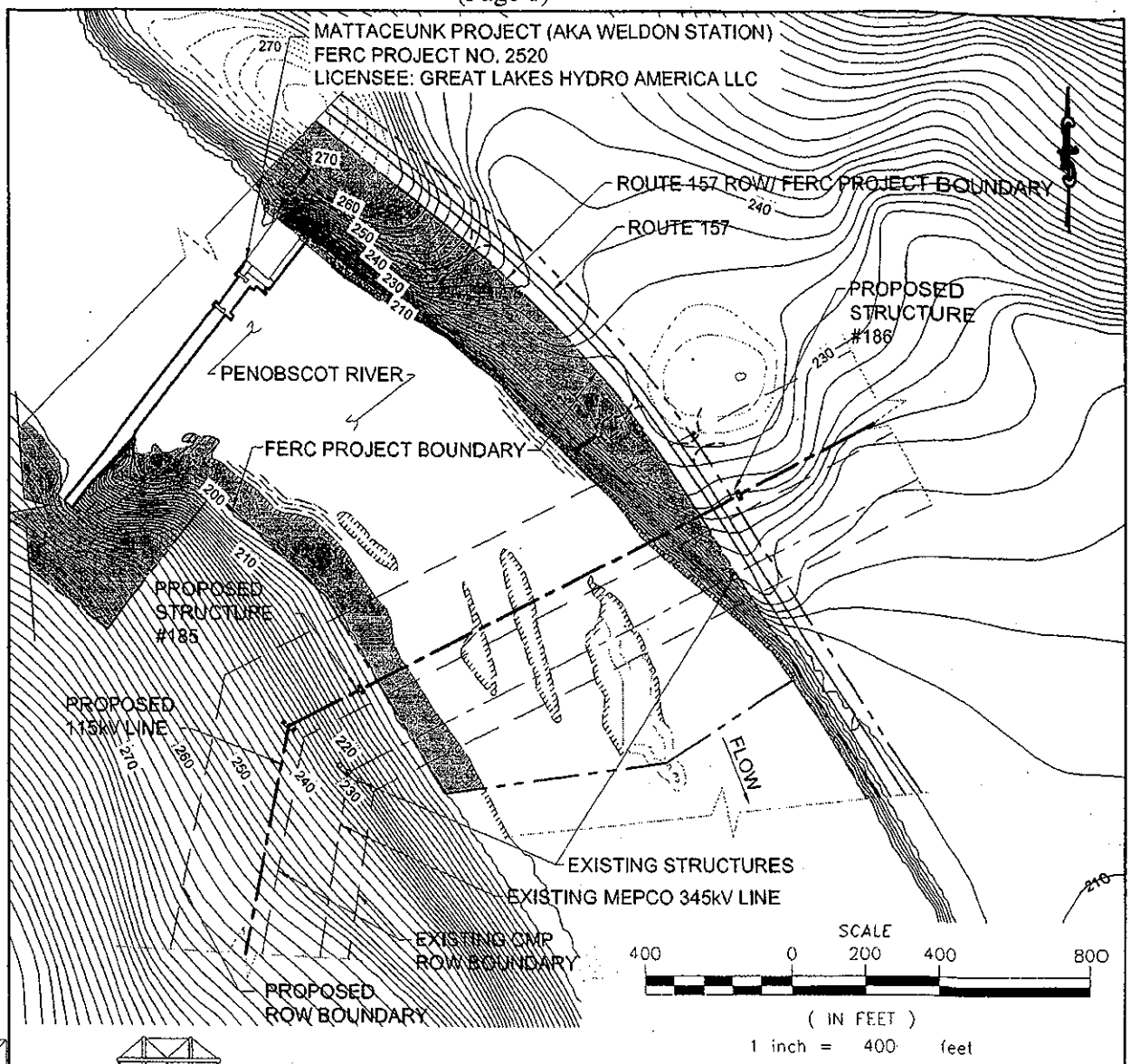
Description of the Great Lakes Hydro America, LLC parcels known as Mattawamkeag R7-14 and Woodville 4-2A. Exceprt from deed recorded at the Penobscot County Registry of Deeds in Book 9349 Page 1.

". . . A certain lot or parcel of land with buildings and improvements thereon, situated on the westerly side of Route #157 in the Town of Mattawamkeag and the Town of Woodville, County of Penobscot, State of Maine and being more particularly described as follows:
Beginning at a concrete highway monument found on the southwesterly sideline of Route #157 in the Town of Mattawamkeag at P.C. Station 880+32.16 as shown on the Maine State Highway Commission Right of Way Map for State Highway "315", S.H.C. File No. 10-140, sheet 1 of 4, dated January 1962, said concrete monument having coordinates of N: 694,225.42 feet, E: 1,008,190.00 feet of the Maine State Plane Coordinate System, East Zone, said coordinate system is based on the North American Datum of 1983 (NAD 83);
Thence in a general southeasterly direction, by and along the southwesterly sideline of said Route #157, along a curve to the right with a radius of 2814.62 feet, an arc distance of 968.53 feet and a chord with a bearing of S 42° 09' 50" E and length of 963.76 feet to a point of tangency;
Thence S 32° 18' 21" E by and along the southwesterly sideline of said Route 157, a distance of 888.82 feet to a point of curvature;
Thence along a curve to the left with a radius of 3869.40 feet, an arc distance of 405.89 feet to a point defined by the intersection of the southwesterly sideline of said Route #157 with the projection of a fence line from the northeasterly side of said Route #157;
Thence S 75° 41' 53" W by and along the projection of said fence line, a distance of 66 feet, more or less, to the normal water line of the West Branch of the Penobscot River;
Thence in a general northwesterly direction, by and along said normal water line, a distance of 693 feet, more or less, to a point defined by the intersection of said normal water line with the boundary line of the parcel described herein which crosses said Penobscot River southeasterly of the Mattaceunk Dam, said point having coordinates of N: 693,003.05 feet, E: 1,009,122.94 feet, said coordinates are intended to identify the location and direction of the boundary line and may not be at the physical intersection as defined;
Thence S 57° 41' 39" W, a distance of 409.02 feet to a point;
Thence S 82° 24' 02" W, crossing into the Town of Woodville, a distance of 608.04 feet to a point located 108 feet, more or less, westerly of the normal water line on the southwesterly side of said Penobscot River having coordinates of N: 692,704.04, E: 1,008,174.54;
Thence N 30° 50' 29" W, a distance of 609.83 feet to a point;
Thence N 47° 29' 11" W, a distance of 418.78 feet to a point;
Thence S 38° 40' 52" W, a distance of 469.82 feet to a point;
Thence N 51° 27' 47" W, a distance of 625.98 feet to a point;

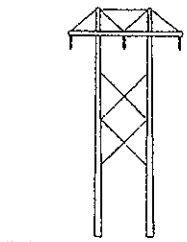
Thence N 47° 32' 26" W, a distance of 187.67 feet to a point;
Thence N 37° 39' 46" W, a distance of 168.76 feet to a point on the southwesterly line of a transmission line right of way;
Thence N 11° 44' 12" E, normal to said right of way line, a distance of 60.00 feet to the centerline of said right of way having coordinates N: 693,852.91 feet, E: 1,006,540.57 feet, said point being located S 11° 44' 12" W, a distance of 22.6 feet, more or less, from the center of Tower #2 of said transmission line;
Thence continuing N 11° 44' 12" E, a distance of 60.00 feet to a point on the northeasterly side of said right of way;
Thence N 22° 01' 50" E, a distance of 93.00 feet to a point at or near the normal water line of said Penobscot River, said point having coordinates of N: 693,997.86 feet and E: 1,006,587.66 feet;
Thence N 35° 23' 15" E, a distance of 1037.64 feet crossing back into the Town of Mattawamkeag to a point defined by the intersection of the line herein described with the town line between Mattawamkeag and Molunkus, said point is further described as being at or near normal water line on the northeasterly side of said Penobscot River, said point having coordinates N: 694,843.81 feet, E: 1,007,188.57 feet;
Thence N 76° 25' 20" E by and along said town line, a distance of 164.46 feet to a point on the southwesterly sideline of said Route #157;
Thence S 52° 01' 18" E by and along said Route #157, a distance of 1067.65 feet to the point of beginning; . . . "

(Excerpt from deed recorded in Book 9349 Page 1)

EXHIBIT B
(Page 1)



THIS DRAWING SHALL BE REVISED ON THE CADD SYSTEM ONLY



TYPICAL STRUCTURE TYPE AT RIVER CROSSING

THE PROPOSED STRUCTURES ADJACENT TO THE PENOBSCOT RIVER ARE ROUND WOOD POLES WITH A POLE CIRCUMFERENCE OF APPROXIMATELY 75" AT THE BASE. THE STRUCTURES ON EITHER SIDE OF THE PENOBSCOT RIVER ARE PROPOSED TO BE CONSTRUCTED OF (2) 105 FOOT TALL POLES. SEE "TYPICAL STRUCTURE TYPE AT RIVER CROSSING" FOR PROPOSED STRUCTURE CONFIGURATION. CONDUCTOR IS A 1272 kcmil ACSR "BITTERN". STATIC WIRE IS TO BE DETERMINED.

NO.	REV.	DATE	BY
D	ISSUED FOR USE	7/7/10	TRC
C	ISSUED FOR USE	7/1/10	TRC
B	ISSUED FOR USE	3/26/10	TRC
A	ISSUED FOR USE	3/24/10	TRC

CLIENT APPROVAL
APPROVED BY —
COMPANY —
DATE --/--/--

MAINE GENLEAD, LLC
OAKFIELD WIND PROJECT
PENOBSCOT RIVER CROSSING (FERC LAND)

DESIGNED TSW	CHCK. MEB	DATE 3/25/10
DRAWN TSW	APPR. —	REVIEWED

TRC Engineers, LLC
249 Western Avenue
Augusta, Maine 04330

SK-001

CONTRACT DWG NO.	PROJECT NO.	
169003-SK-001	169003	SK-001.DWG

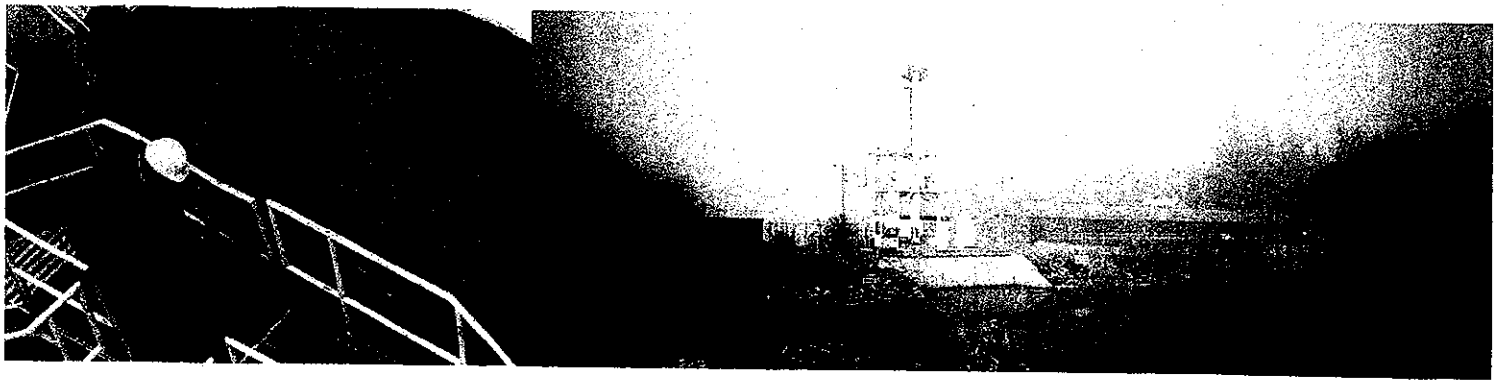
Poor Original At
Time of Recording

MAINE GENLEAD, LLC
FIRST WIND
PENOBSCOT RIVER CROSSING STRUCTURES
7-1-10

	Proposed Structures #185 & #186
Structure Type	Round Wood H-Frame
Number of Poles per Structure	2
Height above ground	92.5'
Embedment depth	12.5'
Height	105
Class	H2
Circumference at 6' from base	74"
Conductor (3 Phases, 1 conductor per)	1272 ACSR "Bittern"
Static Wires (2)	OPGW (size TBD) / 7no8 AW
Wire Clearance over Penobscot River	40'+
Wire Tension @ NESC Heavy Load	12,000#
Guy Wires	None

EXHIBIT C

Brookfield



Health and Safety Policy

We continuously strive to achieve excellence in safety performance and to be recognized as industry leaders in accident prevention. Our overall objective is to incur zero high risk safety incidents and zero lost time injuries.

PENOBSCOT COUNTY, MAINE
Register of Deeds

Brookfield Renewable Power recognizes and is committed to the following health and safety principles

- Accountability and responsibility for safety performance extends from the directors through to the executives, managers, supervisors and workers.
- Active participation of company leadership in the management of health and safety.
- A primary focus on the elimination and control of high risk hazards for our employees, contractors, visitors and the population potentially affected by our operations.
- The right and the responsibility of every employee to contribute to safe work performance.
- Prevention through the proactive application of a comprehensive safe work management system.

Harry Goldgut
Chairman
Brookfield Renewable Power

Richard Legault
President and Chief Executive Officer
Brookfield Renewable Power Fund

December 2009

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: **Katahdin Forest Management LLC**, One Katahdin Avenue, Millinocket, ME 04462

Purchaser: **Maine GenLead, LLC**, c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises subject to Purchase and Sale Agreement**: Certain real property in the Town of Woodville, Penobscot County, Maine, being a portion of the property described in the following deeds to Seller recorded at the Penobscot County Registry of Deeds in Book 9215, Page 177 and Book 12049, Page 161; and being a portion of the lands generally depicted on the Town of Woodville Tax Map 4, Lot 3-A and Lot 2.

II. **Effective Date of Purchase and Sale Agreement**: June 7, 2010

III. **Date of Closing**: The closing (the "Closing") shall take place at 10:00 a.m. on (i) the later of (A) the first business day that is thirty (30) days after the Permit Date (as hereinafter defined), or (B) June 30, 2010, or (ii) such earlier date as Purchaser and Seller may agree; provided, however, that if the Closing does not occur on or before June 30, 2011, the Agreement shall be deemed terminated and Purchaser and Seller shall be relieved of all obligations and liabilities under the Agreement, except that Seller shall retain all Deposits made by Purchaser pursuant to the Agreement. The Permit Date is defined as the date when Purchaser has received any and all permits from the Maine Department of Environmental Protection and there is the final resolution of any appeals thereof.

IV. **Counterparts:** This Memorandum may be executed in multiple counterparts, which together shall constitute a single instrument.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to of Purchase and Sale Agreement to be executed as of the 19th day of JANUARY, 2011.

WITNESS:

Mary M Higgins
Print Name of Witness

SELLER:
KATAHDIN FOREST MANAGEMENT LLC

Marcia A. McKeague
Name: MARCIA A. MCKEAGUE
Its PRESIDENT

STATE OF MAINE
COUNTY OF Penobscot

January 19, 2011

Personally appeared the above-named Marcia A. McKeague in his/her capacity as President of Katahdin Forest Management LLC, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said company.

Before me,

Sharon L. Doe
Notary Public/Attorney at Law
Print Name of Notary: _____
My commission expires: _____

SEAL

SHARON L. DOE
Notary Public, Maine
My Commission Expires September 20, 2011

WITNESS:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

K Bliss
Print Name of Witness: K Bliss

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

January 25, 2011

Then personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

PENOBSCOT COUNTY, MAINE
Susan F. Bubar
Register of Deeds

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: **Katahdin Forest Management LLC**, One Katahdin Avenue, Millinocket, ME 04462

Purchaser: **Maine GenLead, LLC**, c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises subject to Purchase and Sale Agreement**: Certain real property in the Town of Woodville, Penobscot County, Maine, being a portion of the property described in the following deeds to Seller recorded at the Penobscot County Registry of Deeds in Book 9215, Page 177 and Book 12049, Page 161; and being a portion of the lands generally depicted on the Town of Woodville Tax Map 4, Lot 3-A and Lot 2.

II. **Effective Date of Purchase and Sale Agreement**: June 7, 2010

III. **Date of Closing**: The closing (the "Closing") shall take place at 10:00 a.m. on (i) the later of (A) the first business day that is thirty (30) days after the Permit Date (as hereinafter defined), or (B) June 30, 2010, or (ii) such earlier date as Purchaser and Seller may agree; provided, however, that if the Closing does not occur on or before June 30, 2011, the Agreement shall be deemed terminated and Purchaser and Seller shall be relieved of all obligations and liabilities under the Agreement, except that Seller shall retain all Deposits made by Purchaser pursuant to the Agreement. The Permit Date is defined as the date when Purchaser has received any and all permits from the Maine Department of Environmental Protection and there is the final resolution of any appeals thereof.

IV. **Counterparts:** This Memorandum may be executed in multiple counterparts, which together shall constitute a single instrument.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to of Purchase and Sale Agreement to be executed as of the 19th day of JANUARY, 2011.

WITNESS:

Kay G M Higgins
Print Name of Witness

SELLER:
KATAHDIN FOREST MANAGEMENT LLC

Marcia A. McKeague
Name: MARCIA A. McKEAGUE
Its PRESIDENT

STATE OF MAINE
COUNTY OF Penobscot

January 19, 2011

Personally appeared the above-named Marcia A. McKeague in his/her capacity as President of Katahdin Forest Management LLC, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said company.

Before me,

Sharon L. Doe
Notary Public/Attorney at Law
Print Name of Notary: _____
My commission expires: _____

SEAL

SHARON L. DOE
Notary Public, Maine
My Commission Expires September 20, 2011

WITNESS:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

K Bliss
Print Name of Witness: K Bliss

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

January 25, 2011

Then personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Bk 12054 Ps239 #3861
02-17-2010 @ 10:13a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **LAKEVILLE SHORES, INC.**, a Maine corporation, with a mailing address of P. O. Box 96, Winn, Maine 04495 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Townships of Chester and Woodville, County of Penobscot, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, for the operation of the Transmission Facilities, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee, except as set forth in Section 28.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that

such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's

written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided: (i) that any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights

granted under this Agreement; (v) publicly oppose any project associated with the rights granted under this Agreement; or (vi) in the conduct of any timber harvesting and/or forest management operations and/or any other activities or undertakings conducted on the Land, violate or breach or fail to fully comply with any and all 1. permits, authorizations, and/or other approvals obtained by or on behalf of Grantee in connection with its activities on the Land and/or Easement Area and 2. laws and regulations then-applicable to the Land. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment required of Grantee under Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of

the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors,

occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Lakeville Shores, Inc.
c/o Herbert Haynes, Jr., President
P. O. Box 96
Winn, Maine 04495

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than

those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. **Tree Removal.** At least forty five (45) days prior to any substantial cutting of trees on the Land by Grantee related to the exercise of any of its easement rights during the period of the effectiveness of the Construction Easement hereunder, Grantee will inform Grantor of the area that is to be cut in order to give Grantor the opportunity to capture the timber value of the removed trees. Within thirty (30) days following sending of the notice by Grantee, Grantor shall provide Grantee a written notice and proposal for removing the timber and related operations required to satisfy Grantee's construction and permitting requirements and schedule ("**Grantor's Proposal**"). Within forty five (45) days following sending of the notice by Grantee, Grantee and Grantor shall attempt to agree on the terms of Grantor's Proposal including the volume, quantity and quality and the then-prevailing market stumpage value of the trees to be removed. Grantee may seek proposals from third parties other than Grantor as well. If Grantor's

Proposal will cost Grantee the same as or less than, a third party's proposal and otherwise shall comply with the Grantee's construction and permitting requirements and schedule, then Grantee shall use reasonable efforts to enter into an agreement with Grantor on the terms set out in Grantor's Proposal (as the same has been negotiated and/or mutually agreed upon). Grantor shall not be entitled to any payment from Grantee for stumpage, wood or timber removed by Grantor or its agents pursuant to Grantor's Proposal and any agreement related thereto, other than as expressly set out in such agreement. In the event Grantor shall not provide timely notice of Grantor's Proposal as set out above, or in the event Grantor's Proposal is greater than a third party's proposal, or Grantor shall not timely complete the cutting operations in strict accordance with Grantee's schedule and the agreed upon terms, Grantee may then elect to conduct the removal itself or through its agents. In the event Grantee so elects to remove the trees itself, Grantee shall make the timber removed from the Land during construction by Grantee or its agents reasonably available to Grantor at the processing center or logging yard used by Grantee or its contractors, and Grantor shall be entitled to pick up such timber from the center or yard and sell it for its own accord, and all such timber and proceeds therefrom shall be and remain the property of Grantor and upon making such timber reasonably available to Grantor, Grantee shall have no obligation to pay Grantor any amount for stumpage, wood or timber that is removed by Grantee or on its behalf.

Grantee may, in Grantee's discretion, hire an independent forester to determine the volume, quantity and quality of the timber removed from the Land. In the event the parties disagree on valuation of the stumpage, the parties will negotiate to come to an agreement on value. Nothing in this Section 28 is intended to prohibit, restrict, delay or affect Grantee's construction schedule and Grantee's absolute right under this Agreement to clear and remove timber and vegetation and conduct any other activity related to its intended uses of the Easement Area and/or Land. Notwithstanding anything to the contrary contained in this Agreement (including Grantor's reserved rights in the Land), in order to protect and preserve the interests of Grantee hereunder, Grantor shall not conduct any timber harvesting and forest management operations on the Land prior to the termination of the Construction Easement without first obtaining the express written consent of the Grantee to such operations and activities, after submission of reasonably detailed plans showing the location of all such proposed operations and activities.

The obligations of Grantee and the rights of Grantor under this Section 28 shall automatically terminate upon termination of the Construction Easement without further action by Grantor or Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **LAKEVILLE SHORES, INC.**, has caused this instrument to be executed by its duly authorized representative this 11th day of January, ~~2009.~~ 2010

LAKEVILLE SHORES, INC.,
a Maine corporation

By: Herbert C Haynes
Herbert Haynes, Jr., President

STATE OF MAINE §
§
COUNTY OF Penobscot § January 11, 20~~09~~ 10

Personally appeared the above-named Herbert Haynes, Jr., President of LAKEVILLE SHORES, INC., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

~~Notary Public~~ Atty at law

Print Name of ~~Notary~~: Dean A. Beaupain

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 9th day of February, ~~2009~~ 2010

MAINE GENLEAD, LLC

By: EWeir

Name: Elizabeth Weir

Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk §

Feb 9th, ~~2009~~ 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/~~her~~ free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Lakeville Shores, Inc., a Maine corporation as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Quitclaim Deed with Covenant dated March 28, 2001, by and between SP Forests, LLC, as Grantor, and Lakeville Shores, Inc., a Maine corporation, as Grantee, recorded March 30, 2001, in Book 7643, Page 348, at the Register of Deeds, Penobscot County, Maine. (Wood-1-10, Wood-4-4)

2. Quitclaim Deed with Covenant dated July 2, 1998, by and between Donald L. Whitney, as Grantor, and Lakeville Shores, Inc., a Maine corporation, as Grantee, recorded July 2, 1998, in Book 6738, Page 234, at the Register of Deeds, Penobscot County, Maine. (Ches-10-14)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Easement Area

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

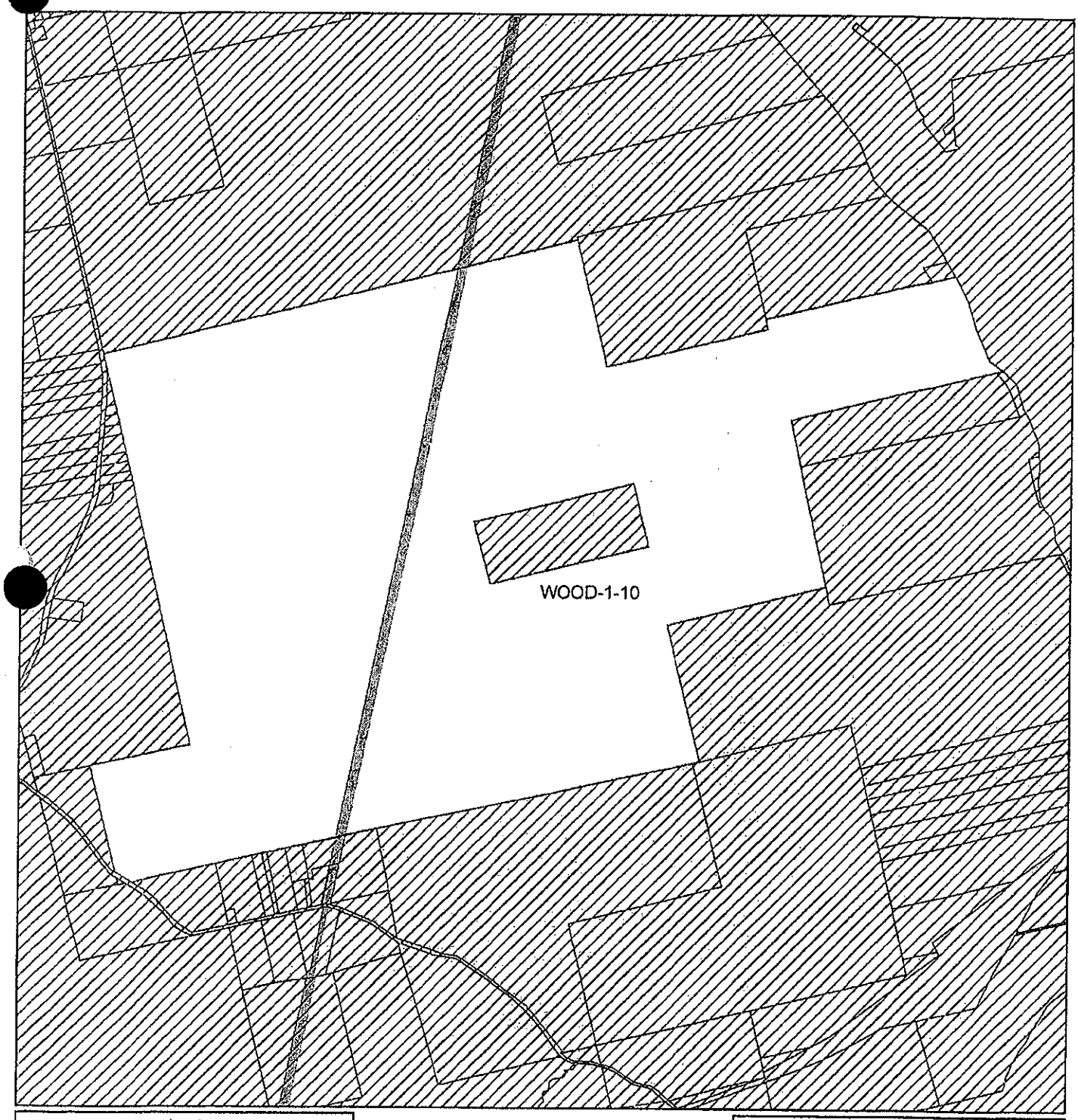


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

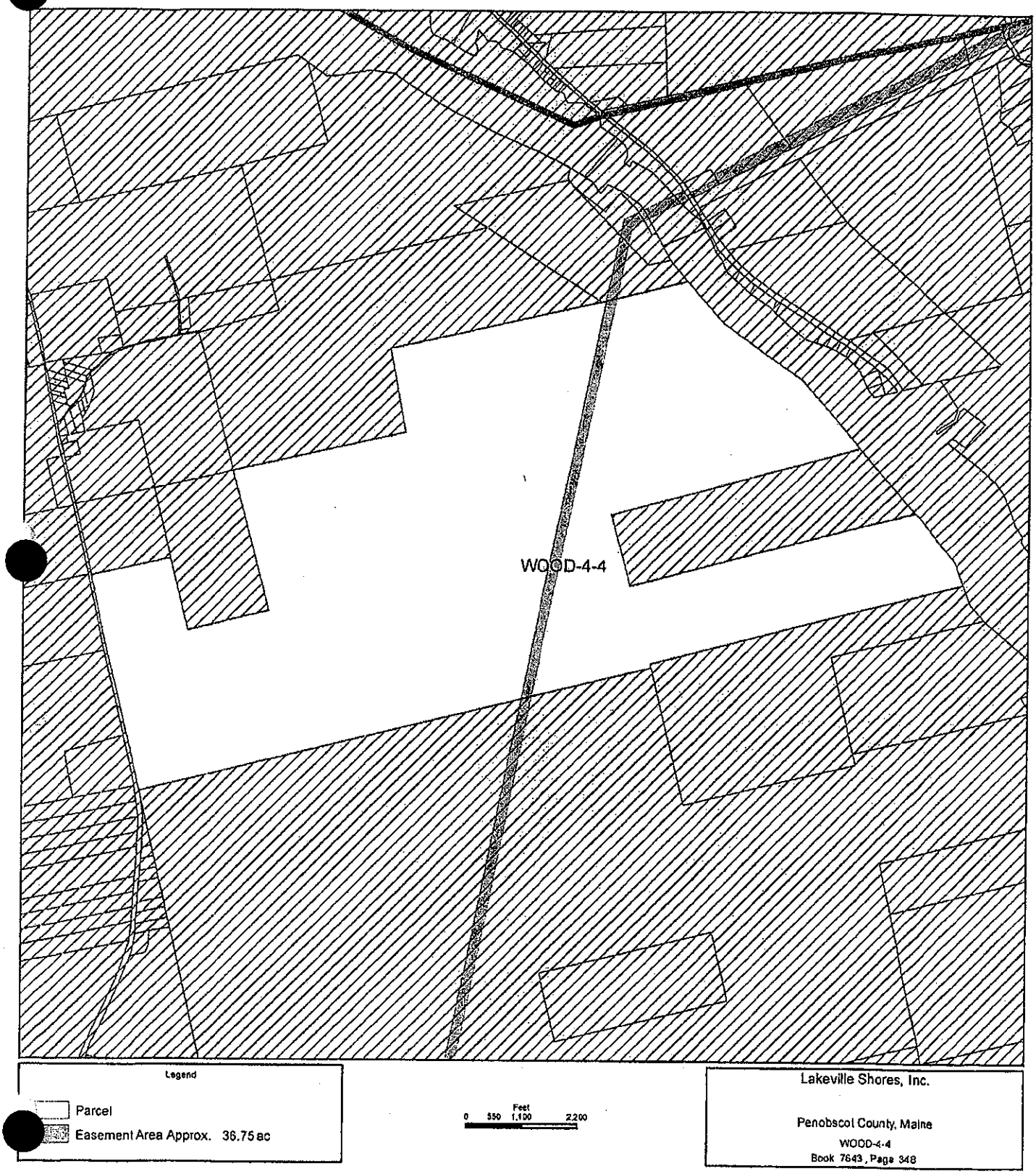


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

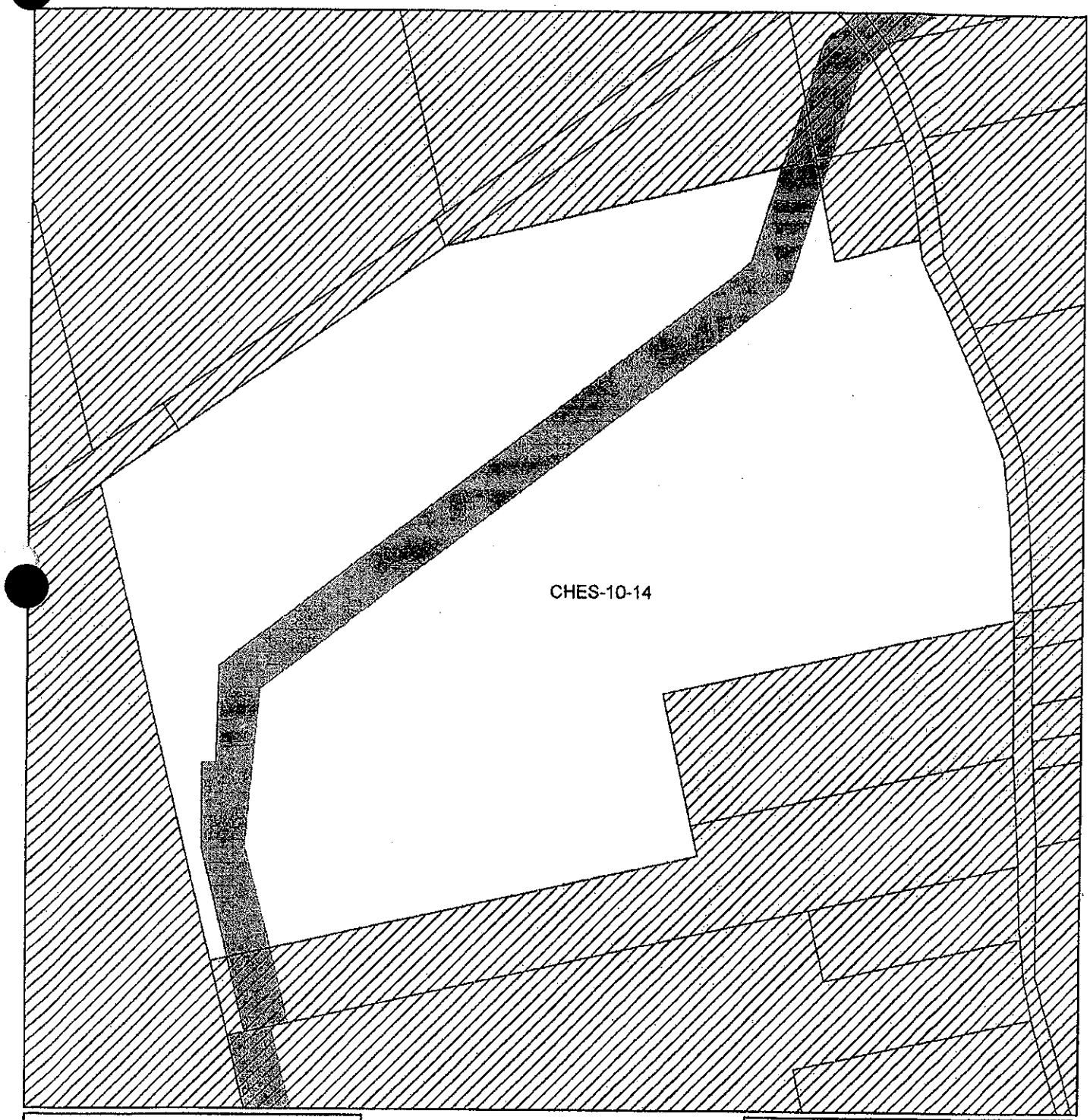


EXHIBIT C
Pre-Existing Encumbrances
Lakeville Shores, Inc. Lots
00007571

CHES-10-14:

a. Pole Line Easement given by Donald L. Whitney to Bangor Hydro Electric Company dated November 3, 1959 and recorded in Vol. 1700, Page 335 of the Penobscot County Registry of Deeds.

b. Pole Line Easement given by Donald L. Whitney to Bangor Hydro Electric Company dated June 25, 1993 and recorded in Vol. 5377, Page 82 of the Penobscot County Registry of Deeds.

c. Pole Line Easement given by Donald L. Whitney to Bangor Hydro Electric Company dated February 26, 1996 and recorded in Vol. 6066, Page 169 of the Penobscot County Registry of Deeds.

d. Pole Line Easement given by Donald L. Whitney to Bangor Hydro Electric Company dated November 3, 1959 and recorded in Vol. 1700, Page 336 of the Penobscot County Registry of Deeds.

e. Easement from Donald L. Whitney to Contel of Maine dated March 25, 1988 and recorded in Vol. 4275, Page 115 of the Penobscot County Registry of Deeds.

Wood-1-10 and 4-4:

a. The property is subject to a pipeline easement conveyed to the United States of America recorded in Vol. 1393, Page 127 and Vol. 1393, Page 167 (Lot 109).

b. The property is subject to power line easements conveyed to Bangor Hydro-Electric Company recorded in Vol. 2147, Page 829 and Vol. 2147, Page 832.

c. The property is subject to an Easement and Road Use Agreement from Champion International Corporation to J. M. Huber Corporation recorded in Vol. 4956, Page 295.

d. The property is subject to an Easement and Road Use Agreement from Champion International Corporation to J. M. Huber Corporation recorded in Vol. 5191, Page 198.

e. The deed from International Paper Company to IP Maine Forests L.L.C. contained the following reservation:

> Mineral reservation: There is hereby reserved to GRANTOR, its successors and assigns, and excepted from this conveyance, all the oil, gas associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite,

peat, sulphur, iron ore, sodium, salt, uranium, thorium, and other fissionable materials, molybdenum, vanadium, titanium, ilmenite, rutile, leucoxene, zircon, gold, silver, bauxite, granite, limestone, bedrock of any kind or character, kaolin and other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, industrial minerals, geothermal energy and all other substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals or substances expressly mentioned above, presently owned by GRANTOR in, on or under any of the land conveyed by this Deed, and all executive rights and other rights to execute leases presently owned or held by GRANTOR with respect to the interests of any other parties in any or all said minerals, in or under any of the land conveyed by this Deed, together with full rights of ingress and egress and use of the surface by this Deed to the extent reasonably necessary for exploring, drilling, mining, developing, producing, removing, transporting and owning all of said minerals and mineral rights herein reserved to the GRANTOR; provided, further, however, this reservation of mineral rights shall not prohibit or restrict the GRANTEE from using "on-site" sand or gravel for the purposes of constructing and maintaining roads now existing or hereinafter constructed on the land conveyed by this Deed. Further, this reservation is subject to all outstanding oil, gas and other mineral and/or royalty rights and interests shown of record that affect the Timberlands.

f. Lot 109 is subject to a pole line easement in favor of Bangor Hydro-electric Co. recorded in Vol. 1063, Page 179.

g. Lot 123 is subject to a pole line easement in favor of Bangor Hydro-electric Co. recorded in Vol. 2126, Page 250.

h. Timber Purchase Option from Lakeville Shores, Inc. and H. C. Haynes, Inc., to International Paper Co. recorded in Vol. 7644, Page 1.

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

OVERHEAD WIRE AGREEMENT

THIS AGREEMENT is made as of this 6th day of August, 2010

BETWEEN: EASTERN MAINE RAILWAY COMPANY
(hereinafter called "Eastern Maine Railway")

- and-

MAINE GENLEAD, LLC (hereinafter called "the Applicant')

WHEREAS the Applicant has applied to Eastern Maine Railway for permission to place and maintain a transmission line over and across the lands and railway of Eastern Maine Railway at mileage 66.95 on the Eastern Maine Railway, Mattawamkeag Subdivision in the Town of Chester in the State of Maine at the location shown on the plans hereto attached; and

WHEREAS Eastern Maine Railway is willing to grant the said application, subject to and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the covenants and conditions herein contained the parties hereto agree as follows:

1. Eastern Maine Railway hereby grants to the Applicant the right to place a transmission line over and across the lands and railway of Eastern Maine Railway at mileage 66.95 on the Eastern Maine Railway, Mattawamkeag Subdivision in the Town of Chester, in the aforesaid State at the location shown on the said plans hereto attached. For the purpose of this Agreement the transmission line shall be known and designated as "the Works."

2. All costs and expenses incurred in connection with the construction, maintenance and use of the Works shall be borne by the Applicant including the costs of supervisory and other personnel services provided by Eastern Maine Railway as deemed necessary by Eastern Maine Railway.

3. The Works shall be strong and suitable in every respect for the purposes for which they are intended and shall, at the sole cost and expense of the Applicant, be placed, strung and afterwards maintained in a thoroughly substantial manner and in full compliance with the latest specifications of the National Electrical Safety Code and all amendments thereto; the current requirements of the Association of American Railroads and the provisions of all other applicable statutes and orders, rules and regulations of any relevant authority.

4. The Applicant shall pay to Eastern Maine Railway for the permission hereby granted the sum of [redacted] and [redacted] Dollars [redacted], payable upon execution of this Agreement. In addition the Applicant shall pay to Eastern Maine Railway a one time documentation fee of [redacted] plus applicable taxes.

5. This Agreement shall be effective from the Date of Execution by Eastern Maine Railway and is for a term of one (1) year and shall continue in effect from year to year thereafter, subject however to earlier termination in accordance with the following:

   (a) The Applicant may at any time terminate this Agreement by giving to the Eastern Maine Railway a written notice naming therein a date at least one (1) month from the giving of such notice upon which this Agreement shall terminate and on the day so named in such notice, this Agreement and all rights and privileges granted hereunder shall cease and terminate.

   (b) Should the Applicant fail or neglect at any time to fully observe, perform and keep all of the covenants, terms and conditions on its part herein contained, with such default remaining uncured ten (10) business days after written notice thereof being given to the Applicant by Eastern Maine Railway, then Eastern Maine Railway may forthwith terminate this Agreement by notifying the Applicant in writing accordingly.

   Notwithstanding the termination of this Agreement in any manner herein provided for, the Applicant shall be and remains liable to Eastern Maine Railway for all payments due and obligations and liabilities incurred hereunder up to the date of such termination and for the fulfillment of all obligations herein contained on the part of the Applicant to be observed or performed upon or after such termination.

6. Upon the termination of this Agreement the Applicant shall remove the Works from the property of Eastern Maine Railway at its own expense and shall make good any damage caused to the lands and property of Eastern Maine Railway by such removal. If the Works or any part thereof are not removed by the Applicant within thirty (30) days from the date of the termination, then Eastern Maine Railway may remove them at the expense of the Applicant or permit them to remain, in which latter case the Applicant shall be deemed to have abandoned them and the Works shall then become the property of Eastern Maine Railway.

7. Except as hereinafter set forth, the Applicant shall make no claim or demand against Eastern Maine Railway or any of its employees, agents or servants for any injury, including injury resulting in death, loss or damage to property suffered or sustained by the Applicant or its employees or by any other person or corporation which is based upon, arises out of or is connected with this Agreement or anything done or maintained hereunder or anything not done or maintained as

required hereunder and hereby waives as against Eastern Maine Railway and its employees, agents and servants all such claims or demands.

Except as hereinafter set forth, the Applicant shall indemnify and save harmless Eastern Maine Railway

(a) from and against any and all claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted, and

(b) from and against any and all loss, damage or expense suffered or incurred by Eastern Maine Railway or its employees, agents and servants including injuries, as well as those resulting in death, and damage to or destruction of locomotives, cars and their contents, and all other rolling stock

which are based upon, arise out of or are connected with the Applicant's acts pursuant to this Agreement or anything done or maintained by the Applicant hereunder or anything not done or maintained by the Applicant as required hereunder, whether caused by the negligence of the Applicant or otherwise.

The waiver and indemnity given by the Applicant hereunder shall apply except to the extent that such claims, demands, awards, actions, proceedings, loss, damages, expenses, injuries, damage or destruction are caused or contributed to by the gross negligence or willful misconduct of Eastern Maine Railway or its employees, agents or servants.

8. The Applicant shall, at its own expense, obtain and maintain during the term of this Agreement, in a form and with an insurance company satisfactory to Eastern Maine Railway a commercial general liability insurance policy with a policy limit of not less than $5,000,000 inclusive for bodily injury and property damage, which amount or form of the policy may at any time upon receipt by the Applicant of a written request so to do from Eastern Maine Railway be varied to such amount or form as is customarily required for similar crossings in the State of Maine, at the expense of the Applicant. Such policy shall by its wording or by endorsement extend to insure the liabilities herein assumed by the Applicant. Said policy shall provide that thirty (30) days prior written notice shall be given to Eastern Maine Railway by the insurer in the event that the insurer or the applicant desires to cancel, change or modify such insurance or any part thereof. Further that in the event the said insurance policy or policies are allowed to lapse during the term hereof or any renewal thereof, with such default remaining uncured ten (10) business days after written notice thereof being given to the Applicant by Eastern Maine Railway, this Agreement shall, subject to all the rights and privileges of Eastern Maine Railway hereunder and notwithstanding any other provision in this Agreement, forthwith terminate without any further notice whatsoever being given to the Applicant. The Applicant hereby undertakes to furnish Eastern Maine Railway with certified evidence of the above-mentioned insurance. Any insurance coverage carried by the Applicant shall in no manner restrict or limit the liabilities assumed by the Applicant under this Agreement.

9. Should Eastern Maine Railway at any time desire to, or be ordered by any authority having jurisdiction to, make such changes in Eastern Maine Railway's tracks, structures or facilities as would, in the sole and reasonable opinion of Eastern Maine Railway necessitate the moving or alteration of the Works or any part thereof, or should it be found necessary in order to protect the tracks, structures or property of Eastern Maine Railway to make any change in the location or construction of the Works, or if at any time Eastern Maine Railway is not satisfied that the Works are placed, strung and maintained as required by Clause 3 of this Agreement, the Applicant shall, at its own risk and expense and to the entire and reasonable satisfaction of Eastern Maine Railway, perform all such work of moving or altering as may be necessary or required by Eastern Maine Railway within the time specified by Eastern Maine Railway, and should the Applicant fail to perform such work of moving or altering within the time so specified, Eastern Maine Railway shall have the right to do such work and the Applicant shall pay to Eastern Maine Railway the entire cost of all such work including overhead on labor and all the provisions of this Agreement shall apply to the Works while being moved or altered and in their changed condition or location and to the parties hereto in respect thereof.

10. Title to the Works and other property of the Applicant placed on or affixed to the lands and property of Eastern Maine Railway shall remain in the Applicant who shall have the right of removal thereof in the event of their use being discontinued for any cause.

11. The Applicant shall not assign, transfer, or dispose of this Agreement or of any of the rights and privileges conferred hereby to any party other than (a) a Maine public utility, or (b) Applicant's parent company (First Wind Energy, LLC) or any affiliate thereof, or any purchaser of the Applicant (a "Related Party"), without the prior written consent of Eastern Maine Railway. In the event of any assignment or transfer of the Applicant's rights hereunder to a Maine public utility or to a Related Party, written notice of the assumption by such public utility or Related Party of the Applicant's obligations hereunder shall be given to Eastern Maine Railway within ten (10) business days after the effective date of such assignment or transfer.

12. Notwithstanding the foregoing Section 11, the Applicant shall have the right to assign all of its right, title, and interest in, or make a collateral assignment of, this Agreement to one or more parties providing debt or equity financing for the Applicant and/or the Applicant's surety (a "Financing Party") without the consent of Eastern Maine Railway. Such right is subject to the condition that if the Financing Party shall assume the Applicant's interest and obligations hereunder, written notice of such assumption shall be given to Eastern Maine Railway within ten (10) business days after the effective date of such assumption. Upon written request to do so, Eastern Maine Railway agrees to copy any Financing Party on any notice of default by the Applicant hereunder, in which event the Financing Party also shall have the right to cure such

default within the applicable cure period hereunder.

13. This Agreement supersedes all previous communications, representations, or understandings, either written or oral, and shall constitute the sole and only agreement between the parties in respect of the subject matter hereof.

14. This Agreement is governed and construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF the parties hereto have executed these presents.

EASTERN MAINE RAILWAY COMPANY

By: S.R. WILLS
Print: ~~OPERATING OFFICER~~ EASTERN MAINE RAILWAY
Its: SRW

Date of Execution: August 6, 2010

MAINE GENLEAD, LLC

By: Maine Wind Holdings, LLC, its Member

By: EWeir
Print: Elizabeth Weir
Its: Assistant Secretary

Date of Execution: 7/29/2010

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

July 29, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

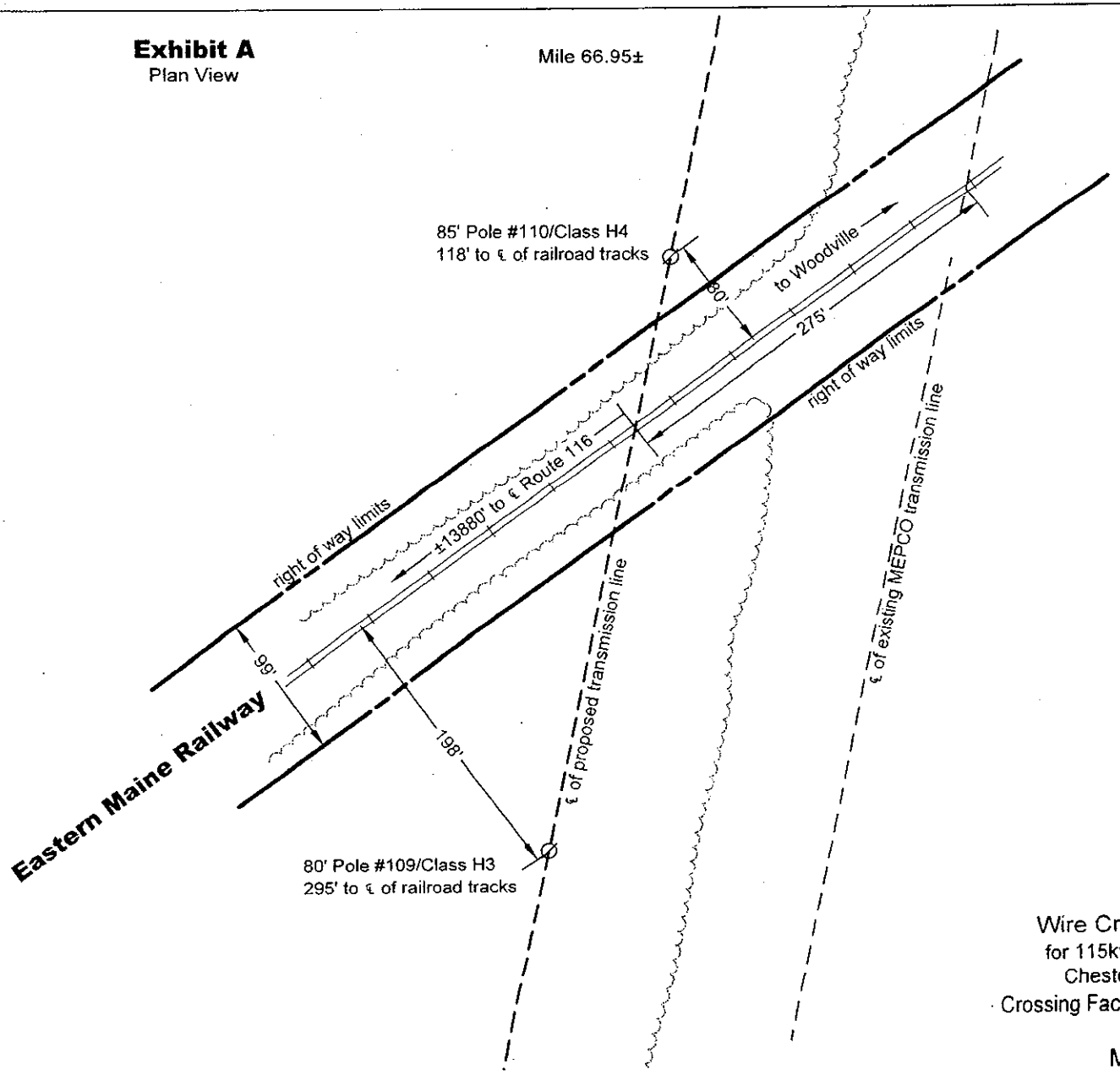
Before me,

Notary Public

Print Name of Notary: Arthur J. Snell

My commission expires:

Exhibit A
Plan View



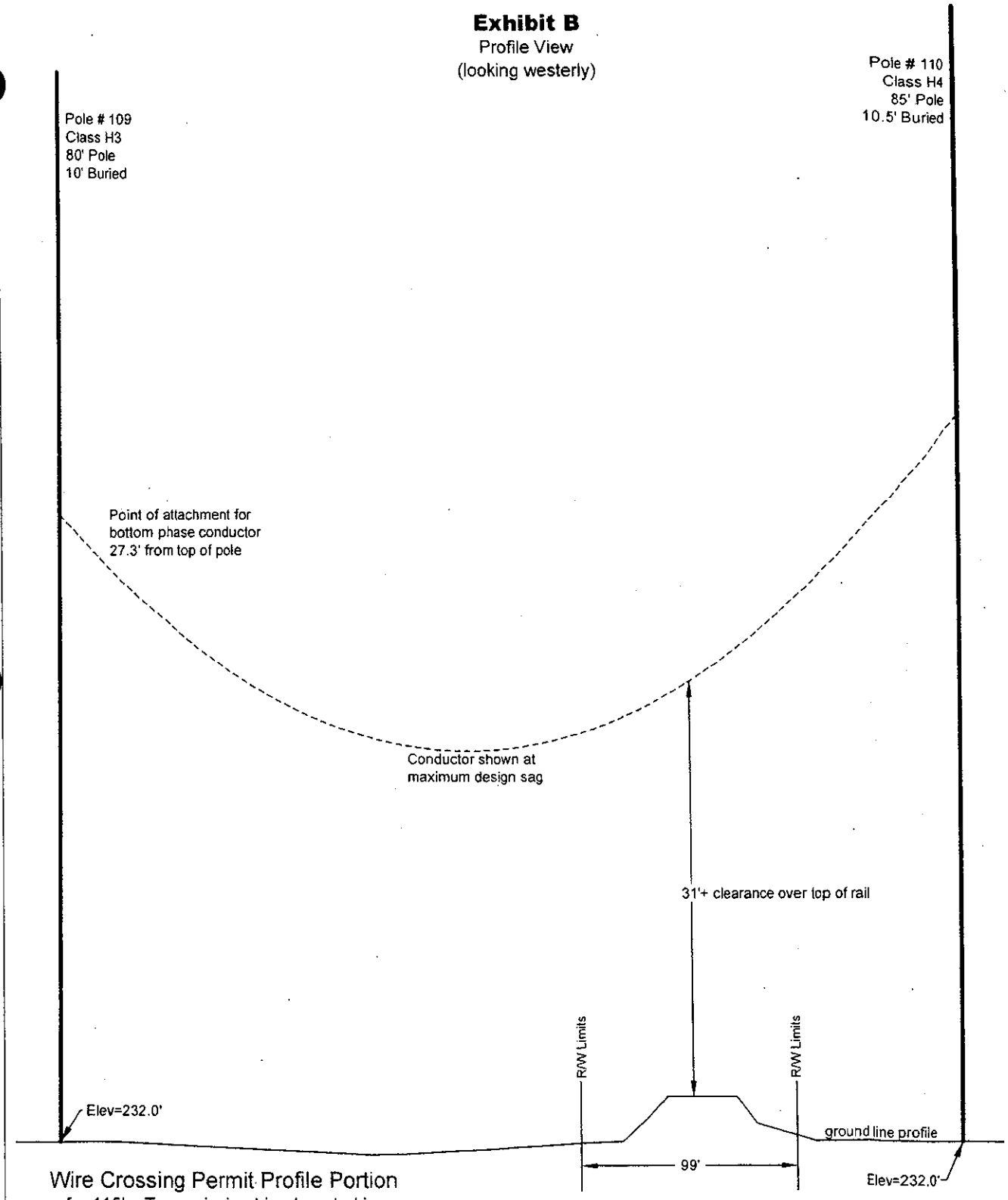
Wire Crossing Permit Plan Portion
for 115kv Transmission Line Located in
Chester, Penobscot County, Maine
Crossing Facilities of Eastern Maine Railway Co.
prepared for
Maine Genlead, LLC

1"=100'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

Exhibit B

Profile View
(looking westerly)



Wire Crossing Permit Profile Portion
for 115kv Transmission Line Located in
Chester, Penobscot County, Maine
Crossing Facilities of Eastern Maine Railway Co.
prepared for
Maine Genlead, LLC

Horizontal 1"=60'
Vertical 1"=10'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

Bk 12428 Ps298 #6854
03-18-2011 @ 10:28a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **PRENTISS & CARLISLE COMPANY, INC.**, a Maine corporation, with a principal place of business in Bangor, State of Maine, **McCRILLIS TIMBERLAND, LLC**, a Maine limited liability company with a principal place of business in Bangor, State of Maine, **RMM LAND COMPANY,** a Maine corporation, with a principal place of business in Portland, State of Maine, **MOULTON-EMERY TIMBERLANDS, INC.**, a Maine corporation, with a principal place of business in Bangor, Maine, **GARDNER N. MOULTON, Trustee of the GARDNER N. & BONNIE R. MOULTON REALTY TRUST under Declaration of Trust dated December 20, 1983,** of Bangor, State of Maine, **MMM TIMBERLANDS LIMITED LIABILITY COMPANY**, a Maine limited liability company, with a principal place of business in Acton, Commonwealth of Massachusetts, **MICHELLE E. DUSTIN**, an individual, of Saco, State of Maine, **MARK REAGAN McKEE**, an individual, of Allston, Commonwealth of Massachusetts, **MICHAEL MERROW McKEE**, an individual, of Bernard, State of Maine, **McKEE TIMBERLANDS, LLC**, a Maine limited liability company, with a principal place of business in Johns Island, State of South Carolina, **MARGARET M. BROWN**, an individual, of Orrington, State of Maine, **ROBERT M. McKEE**, an individual, of Lincolnville, State of Maine (collectively, "**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Town of Chester, Penobscot County, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") which are listed on **Exhibit A** attached hereto; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, exclusive easement in gross (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities to transmit up to 115kV of electrical power of and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibits B-1 and B-2** attached hereto (collectively, "**Exhibit B**") as the "Proposed 200' wide easement" (the "**Easement Area**") and more particularly described on **Exhibits B-3 and B-4**. Grantee shall have the right to increase the

scope of the easements hereby conveyed to transmit in excess of 115kV of electricity, by paying additional consideration, as provided in Section 1(h.) below and the parties' separate Compensation Agreement of even date herewith. **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across land of Grantor by means of roads designated for such access on **Exhibit B**.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted

herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

h. Notwithstanding anything to the contrary herein, Grantee may not exercise the Transmission and Telecommunication Easement rights granted to it under this Section 1 until Grantee has delivered the Final Extension Notice and paid the Final Easement Payment to Grantor as provided in Section 4.

i. Upon Grantee's payment of additional consideration, as provided in the parties' separate Compensation Agreement of even date herewith, the easements hereby granted may be extended, to the extent permitted by applicable federal, State and local laws, statutes, ordinances, orders, rules and regulations, to increase the electrical power transmission capacity under the Transmission and Telecommunication Easement granted hereunder in excess of 115kV. Upon each such payment Grantors and Grantee shall execute an amendment to this Easement Agreement, or a new separate easement agreement (subject to the limitations and reservations herein) in recordable form, confirming the expansion of the easements granted hereunder.

2. **Access Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of designated roads depicted on **Exhibit B** as of the Effective Date. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road or use a road hereafter constructed by Grantors on the Land, it shall first obtain the written approval of the location of the road from Grantor in recordable form, which approval shall not be unreasonably withheld. Grantee shall bear the cost of preparation and registry of deeds recording of amendments to this Agreement, which extend the Access Easement to additional roads.

Grantor reserves the right to relocate, repair, reconstruct or improve and maintain all roads subject to the Access Easement to the extent that Grantor may deem appropriate. Grantor shall be under no obligation to maintain or improve the roads, or road improvements (such as ditches, culverts, and bridges), or to share in the costs of any improvements of Grantee (unless otherwise agreed in writing by the parties). Nothing herein shall restrict the Grantor's right to relocate any road or portions thereof which are subject to the Access Easement, provided that the terms of this Agreement relating to the Access Easement shall apply to the road or portions thereof as they may be relocated from time to time. Grantor shall bear the cost of preparation and registry of deeds recording of amendments to this Agreement confirming Access Easement relocations required by Grantor.

Although it is not obligated to maintain any Access Easement road or roadway improvements to a particular standard for the benefit of Grantee, Grantor anticipates maintaining the roads in the ordinary course of business to provide access to the lands of Grantor and others. Grantee, and its successors and assigns, shall be obligated to share in reasonable maintenance and repair costs incurred by Grantor to maintain Access Easement Roads to a standard customary in the Northeast for timber hauling, in an amount calculated to reflect a reasonable allocation of costs commensurate with the parties' respective use levels of each road. Grantor and Grantee further agree, for themselves and their successors and assigns, to negotiate in good faith regarding the allocation of such costs among them; provided, however, that failure to reach a negotiated agreement shall not relieve Grantee of its contribution obligations. Grantee may maintain and repair all Access Easement roads and road improvements used by Grantee, but shall have no claim for contribution from Grantor for such activities unless (a) it has first provided Grantor (i) advance notice of the proposed work (at least 30 days before commencement), and (ii) an opportunity to undertake the work (or to contract with third parties to perform the same), and (b) Grantor has agreed to its share of the maintenance and repair costs. None of the agreements herein relative to maintenance and repair costs shall limit or modify any right of contribution the parties may have against third parties.

Grantee will not suffer or permit any mechanic's or materialman's lien to be filed against the Land, for or purporting to be for, labor and materials supplied to, or at the instance of, or for the benefit of, Grantee or any contractor or subcontractor employed, or claiming to be employed by Grantee.

Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Term of Easements**. The initial term of the easements granted in Sections One (1) and Two (2) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 4.

4. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial

Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, and at Grantee's sole expense, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, and at Grantee's sole expense, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements. If Grantee fails to provide such requested release, an affidavit signed by Grantor or Grantor's successors and assigns, confirming the terms of Grantor's notice to Grantee and the lapse of the grace period, may be recorded in the applicable County Registry of Deeds, and shall have the effect of a release from Grantee.

5. **Relocation of Easement Area**. The exact location and route of the Easement Area may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantee shall have the exclusive right and easement, to relocate or reroute the location and route of the Easement Area at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the location and route of the Easement Area is not materially different and imposes no greater burden on the Land than the location and route of the Easement Area depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final location and route of the Easement Area shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion,

have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment and Grantee shall, without further action by Grantor, but with notice to Grantor, record in the Registry of Deeds a revised **Exhibit B** showing the final location of the Easement Area, together with the surveyed legal description of such area.

6. **Representations and Warranties of Grantor**.

a. Title is subject to the matters listed on **Exhibit C** ("**Pre-existing Encumbrances**") The term "quitclaim covenant" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. Subject to Section 7 below, Grantor shall not further encumber the Land except with financing instruments granted to Grantor's lenders. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to cause any holders of mortgages on the Easement Area to consent to the granting of these Easements, and to provide Grantee and Grantor written confirmation in recordable form that the interests of any mortgagee and its successors and assigns shall remain subject to the Easements in the event of foreclosure, a deed in lieu of foreclosure, or other enforcement action by any such mortgagee.

b. Grantor represents and covenants that there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land that would prevent or impair Grantee's exercise of the Easements granted hereunder or Grantor's performance of its obligations under this Agreement.

7. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross, and to grant easements to cross and recross, the Easement Area along all existing roads and with utility lines as may be necessary or convenient in serving land of Grantor and others, and shall have the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's Transmission and Telecommunication Facilities constructed or to be constructed on the Easement Area; (iii) that such activities, whether by Grantor or third parties, will not breach the conditions or requirements imposed by permitting agencies with respect to the use of the Easement Area or prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not cut or remove timber or install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed and any cutting or removal of timber will be consistent with the conditions or requirements imposed by Grantee's permitting agencies. Existing crossings to be used by Grantors shall be depicted on the Survey and incorporated into **Exhibit B**. In the case of future crossings constructed by Grantors, the parties agree to execute and record, at the request of either party and at the requesting party's sole expense, an amendment to **Exhibit B**, depicting such crossing locations. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere

with the line or lines to be constructed within said Easement Area or the conditions or requirements imposed by Grantee's permitting agencies, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code. Without limiting the foregoing, Grantor may continue harvesting trees and engage in other natural resource exploitation within Access Easement areas on Grantor's Land, provided that such harvesting and mining does not materially interfere with Grantee's use thereof.

8. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection or maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

9. **Grantor Default**. If Grantor fails to comply with the material terms of this Agreement and such failure continues for thirty (30) days after Grantee's written notice to Grantor specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), Grantee shall be entitled not only to monetary damages, but also due to the location of the Land, certain equitable remedies, since a default could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. In no event shall Grantor be liable for exemplary, punitive or consequential damages.

10. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 4 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 4 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 4), and such failure continues for thirty (30) days after Grantor's written notice to

Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

11. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the rights under the Easements hereby granted. These various security interests in all or any of Grantee's easement rights are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

12. **Assignment**. Grantee shall have the right, without Grantor's consent, to assign to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

13. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Transmission and Telecommunication Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Transmission and Telecommunication Easements hereby granted

14. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor and its affiliates, and their respective directors, officers, employees and agents, harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the

Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

Without limiting any rights or remedies otherwise available to Grantor, Grantee agrees to hold harmless and indemnify Grantor and its affiliates and their respective directors, officers, employees and agents, from and against all claims, demands, penalties, fines, liabilities, costs and expenses, including without limitation, reasonable attorneys fees and/or costs to clean up or remediate Hazardous Materials on, from or affecting Grantor's land (collectively, "Liabilities") arising from Grantee's exercise of any of the rights granted herein, including, but not limited to any Liabilities resulting from violations by Grantee of federal, state or local environmental laws or other laws, orders, permits or regulations. The foregoing indemnification shall include, without limitation, Liabilities arising out of or in any way related to, the presence, disposal, release, or threatened release of any Hazardous Materials on, from or affecting the Easement Area or Grantor's remaining property as a result of Grantee's activities. For purposes of this paragraph, the term "Hazardous Materials" includes, without limit, any hazardous or toxic materials, waste or substances, oil or petroleum products, or related materials; including without limitation as the same are defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42. US.C. Section 6901, et seq.), applicable Maine Statutes (including 38 M.R.S.A. Section 561, et seq., 38 M.R.S.A. Section 1361, et seq., 38 M.R.S.A. Section 1301, et seq.; and 38 M.R.S.A. Section 1317, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

15. **Insurance**. Grantee agrees to provide and maintain, the following insurance in connection with its use of the foregoing Easements:

a) Worker's Compensation – Statutory Limits (no exemptions)

i) Employer's Liability - $1,000,000 minimum coverage

b) Commercial General Liability - $2,000,000 Combined Single Limit written on an occurrence basis

i) Contractual Liability - $2,000,000

c) Automobile Liability - $1,000,000 Combined Single Limit including all owned, non-owned and hired vehicles.

16. **Conditions of Use.** Grantee covenants and agrees that:

a. Grantee's use of the easements shall be at the sole risk of Grantee.

b. Before commencing any construction, Grantee shall commission environmental assessments of the Easement Area (at a minimum, in accordance with applicable

ASTM standard practices for a Phase I Environmental Assessment), and provide copies of the assessments to Grantor. The assessments so produce shall constitute baseline data which will assist the parties in determining the existence and nature of environmental conditions existing prior to initial construction of Grantor's Transmission Facilities and Telecommunication Facilities within the Easement Area, and in making determinations as to the nature and extent of the parties' respective obligations hereunder, as may be supplemented upon such further environmental assessment as either party may conduct with respect to activities and conditions arising after the date hereof.

c. All activities of Grantee shall be conducted in full compliance with all requirements of Federal, State, and local laws, including, but not limited to Federal and State labor and employment laws, workers' compensation laws, laws pertaining to occupational safety and health, and laws pertaining to environmental protection and forest practices.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor:	Prentiss & Carlisle Management Co., Inc. Attention: President 107 Court Street Bangor, ME 04401
Notice to Grantee:	Maine GenLead, LLC c/o First Wind Energy, LLC 179 Lincoln Street, Suite 500 Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a

different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Provided that Grantee bears the cost of document preparation, the reasonable costs of review by Grantor's attorney, recording and other associated costs, Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "Effective Date" shall be the sooner of the date on which Grantee records this Agreement in the Registry of Deeds or 60 days following Grantor's execution.

27. **Taxes & Tree Growth Program.** For so long as the Easements remain in force, Grantee shall be responsible to pay any real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Easement Area and Grantee's Transmission Facilities, including any "tree growth" withdrawal penalty or land use conversion tax penalty, arising from the grant of the Easements hereunder or Grantee's exercise of the rights granted hereunder. The Easement Area is part of the larger parcels. Until separate tax bills become available for the Easement Area, Grantee shall be responsible for the taxes assessed to the Easement Area based upon the following formula: [Acres in Easement Area x taxing authority's per acre ad valorem value applicable to the Easement Area x the applicable mil rate], and the amount of taxes attributable to Grantee's improvements. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax map lot designation for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, PRENTISS & CARLISLE COMPANY, INC., has caused this instrument to be executed by its duly authorized representative this 16 day of August, 2010.

PRENTISS & CARLISLE COMPANY, INC.,
a Maine corporation

By: Donald P. White
Print Name: DONALD P. WHITE
Its: PRESIDENT

STATE OF MAINE §
§
COUNTY OF Penobscot § August 16, 2010

Personally appeared the above-named Donald White, President of Prentiss & Carlisle Company, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

Jennifer M. Deane
Notary Public

SEAL

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **McCRILLIS TIMBERLAND, LLC**, has caused this instrument to be executed by its duly authorized representative this 23 day of August, 2010.

McCRILLIS TIMBERLAND, LLC,
a Maine limited liability company

By: William M G Fletcher
Name: William M G Fletcher
Its: President

STATE OF MAINE §
§
COUNTY OF Hancock § August 23, 2010

Personally appeared the above-named Fletcher, William of McCrillis Timberland, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company.

Before me, Rebecca Emerson

Notary Public

Print Name of Notary: Rebecca Emerson

REBECCA EMERSON
Notary Public, Maine
My Commission Expires November 1, 2014

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **RMM LAND COMPANY**, has caused this instrument to be executed by its duly authorized representative this 24th day of August, 2010.

RMM LAND COMPANY,
a Maine corporation

By: Edward C Moulton
Edward Moulton, President

STATE OF MAINE §
§
COUNTY OF Cumberland § Aug. 24, , 2010

Personally appeared the above-named Edward Moulton, President of RMM LAND COMPANY and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

Lisa M. Lundberg
Notary Public

Print Name of Notary:
LISA M. LUNDBERG
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 9, 2014

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MOULTON-EMERY TIMBERLANDS, INC.**, has caused this instrument to be executed by its duly authorized representative this 26th day of August, 2010.

MOULTON-EMERY TIMBERLANDS, INC.,
a Maine corporation

By: _____
Stephen T. Emery, President

STATE OF MAINE §
§
COUNTY OF Penobscot § August 26, 2010

Personally appeared the above-named Stephen T. Emery, President of MOULTON-EMERY TIMBERLANDS, INC. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me, LISA A. SILVA
Notary Public • State of Maine
My Commission Expires July 29, 2013
_____
Notary Public

Print Name of Notary: Lisa A. Silva

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Gardner N. Moulton, Trustee of the Gardner N. Moulton & Bonnie R. Moulton Realty Trust under Declaration of Trust dated December 20, 1983, has executed this instrument this 23 day of August, 2010.

GARDNER N. MOULTON & BONNIE R. MOULTON REALTY TRUST

By: _____
Gardner N. Moulton, Trustee

STATE OF Maine §
§
COUNTY OF Penobscot § 23 August, 2010

Personally appeared the above-named Gardner N. Moulton, Trustee of the GARDNER N. MOULTON & BONNIE R. MOULTON REALTY TRUST under Declaration of Trust dated December 20, 1983 and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

_____
Notary Public

SEAL

Print Name of Notary: _____

MICHELLE M. CROCKER
NOTARY PUBLIC
MAINE
MY COMMISSION EXPIRES AUGUST 21, 2014
COMMISSION # 50466

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MMM TIMBERLANDS LIMITEDLIABILITY COMPANY**, has caused this instrument to be executed by its duly authorized representative this 26th day of August, 2010.

MMM TIMBERLANDS
LIMITED LIABILITY COMPANY,
a Maine limited liability company

By: Virginia M Deering
Virginia M. Deering, Manager

STATE OF Maine §
§
COUNTY OF Penobscot § August 26 2010

Personally appeared the above-named Virginia M. Deering, of MMM TIMBERLANDS LIMITED LIABILITY COMPANY and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said company.

Before me,

Jennifer Deane
Notary Public

SEAL

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MICHELLE E. DUSTIN,** has executed this instrument this 25 day of August, 2010.

Michelle E. Dustin

STATE OF MAINE §
§
COUNTY OF Cumberland § August 25, 2010

Personally appeared the above-named MICHELLE E. DUSTIN and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Print Name of Notary: EDWARD S. KELLOGG

Edward S. Kellogg
Notary Public
My Commission Expires
October 21, 2014

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MARK REAGAN McKEE,** has executed this instrument this 25th day of August, 2010.

Mark Reagan McKee

Mark Reagan McKee

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF Suffolk §

August 25, 2010

Personally appeared the above-named MARK REGAN McKEE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

JANICE DIANNE PERRY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 22, 2013

SEAL

Print Name of Notary: Janice Dianne Perry

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MICHAEL MERROW McKEE,** has executed this instrument this 30th day of August, 2010.

Michael Merrow McKee

STATE OF MAINE §
§
COUNTY OF Penobscot § August 30 2010

Personally appeared the above-named MICHAEL MERROW McKEE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **McKEE TIMBERLANDS, LLC,** has caused this instrument to be executed by its duly authorized representative this 2nd day of September, 2010.

McKEE TIMBERLANDS, LLC,
a Maine limited liability company

By: _____
A. James McKee, Jr., General Manager

STATE OF South Carolina §
§
COUNTY OF Charleston § Sept. 2, 2010

Personally appeared the above-named A. James McKee, Jr. of McKEE TIMBERLANDS, LLC and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said company.

SEAL

Before me,

_____
Notary Public

Print Name of Notary: Valerie B Green

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MARGARET M. BROWN,** has executed this instrument this 27 day of August, 2010.

Margaret M. Brown

STATE OF Maine §
§
COUNTY OF Penobscot § August 27, 2010

Personally appeared the above-named MARGARET M. BROWN and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **ROBERT M. McKEE,** has executed this instrument this 30th day of August, 2010.

Robert M. McKee

STATE OF Maine §
§
COUNTY OF Kennebec § 8-30, 2010

Personally appeared the above-named ROBERT M. McKEE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Jeannine Y Lapointe
Notary Public

Print Name of Notary: _____

JEANNINE Y. LAPOINTE
Notary Public • Maine
My Commission Expires September 5,2010

SEAL

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 8th day of October, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

STATE OF Commonwealth of Massachusetts §
§
COUNTY OF Suffolk § Oct. 8, 2010.

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Notary Public

Print Name of Notary: Arthur J. Snell

ARTHUR J. SNELL
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES OCT. 8, 2015

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Prentiss & Carlisle Co., Inc., as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, Grantee

1. Prentiss & Carlisle Company, Inc., by virtue of:
   - Quitclaim Deed from John H. Noseworthy to Prentiss & Carlisle Co. et al dated June 26, 1981 and recorded at the Penobscot County Registry of Deeds in Book 3199 Page 06.
   - Quitclaim Deed from Merchants National Bank as Trustee to Prentiss & Carlisle Co. et al dated June 24, 1981 and recorded at the Penobscot County Registry of Deeds in Book 3199 Page 08.
   - Quitclaim Deed from Jane H. Whitaker to Prentiss & Carlisle Co. et al dated June 26, 1981 and recorded at the Penobscot County Registry of Deeds in Book 3199 Page 201.
   - Quitclaim Deed from St. Regis Corporation to Prentiss & Carlisle Co. et al dated November 20, 1984 and recorded at the Penobscot County Registry of Deeds in Book 3612 Page 321.

2. McCrillis Timberland, LLC, by virtue of:
   - Certificate of Merger recorded at the Penobscot County Registry of Deeds in Book 6937, Page 300.
   - Quitclaim Deed from John H. Noseworthy to McCrillis Timberland, Inc. et al dated June 26, 1981 and recorded at the Penobscot County Registry of Deeds in Book 3199 Page 06.
   - Quitclaim Deed from Merchants National Bank as Trustee to McCrillis Timberland, Inc. et al dated June 24, 1981 and recorded at the Penobscot County Registry of Deeds in Book 3199 Page 08.
   - Quitclaim Deed from Jane H. Whitaker to McCrillis Timberland, Inc. et al dated June 26, 1981 and recorded at the Penobscot County Registry of Deeds in Book 3199 Page 201.
   - Quitclaim Deed from St. Regis Corporation to McCrillis Timberland, Inc. et al dated November 20, 1984 and recorded at the Penobscot County Registry of Deeds in Book 3612 Page 321.

3. RMM Land Company by virtue of:
   - Quitclaim Deed from St. Regis Corporation to RMM Land Company et al dated November 20, 1984 and recorded at the Penobscot County Registry of Deeds in Book 3612 Page 321.

4. Gardner N. Moulton, Bonnie R. Moulton, and Paul R. Moulton, Trustees of the Gardner N. Moulton and Bonnie R. Moulton Realty Trust by virtue of:
   - Quitclaim Deed from St. Regis Corporation to Gardner N. Moulton, Bonnie R. Moulton, and Paul R. Moulton, Trustees of the Gardner N. Moulton and Bonnie

R. Moulton Realty Trust et al dated November 20, 1984 and recorded at the Penobscot County Registry of Deeds in Book 3612 Page 321.

5. Moulton-Emery Timberlands, Inc. by virtue of:
   - Quitclaim Deed from St. Regis Corporation to Moulton-Emery Timberlands, Inc. et al dated November 20, 1984 and recorded at the Penobscot County Registry of Deeds in Book 3612 Page 321.

6. MMM Timberlands Limited Liability Company by virtue of:
   - Quitclaim Deed with Covenant from Virginia M. Deering to MMM Timberlands Limited Liability Company et al dated February 20, 1997 and recorded at the Penobscot County Registry of Deeds in Book 6376 Page 352.

7. Robert M. McKee by virtue of:
   - Trustee's Deed of Distribution from Gardner N. Moulton, Trustee to Robert M. McKee dated December 22, 1995 and recorded at the Penobscot County Registry of Deeds in Book 6024 Page 53.

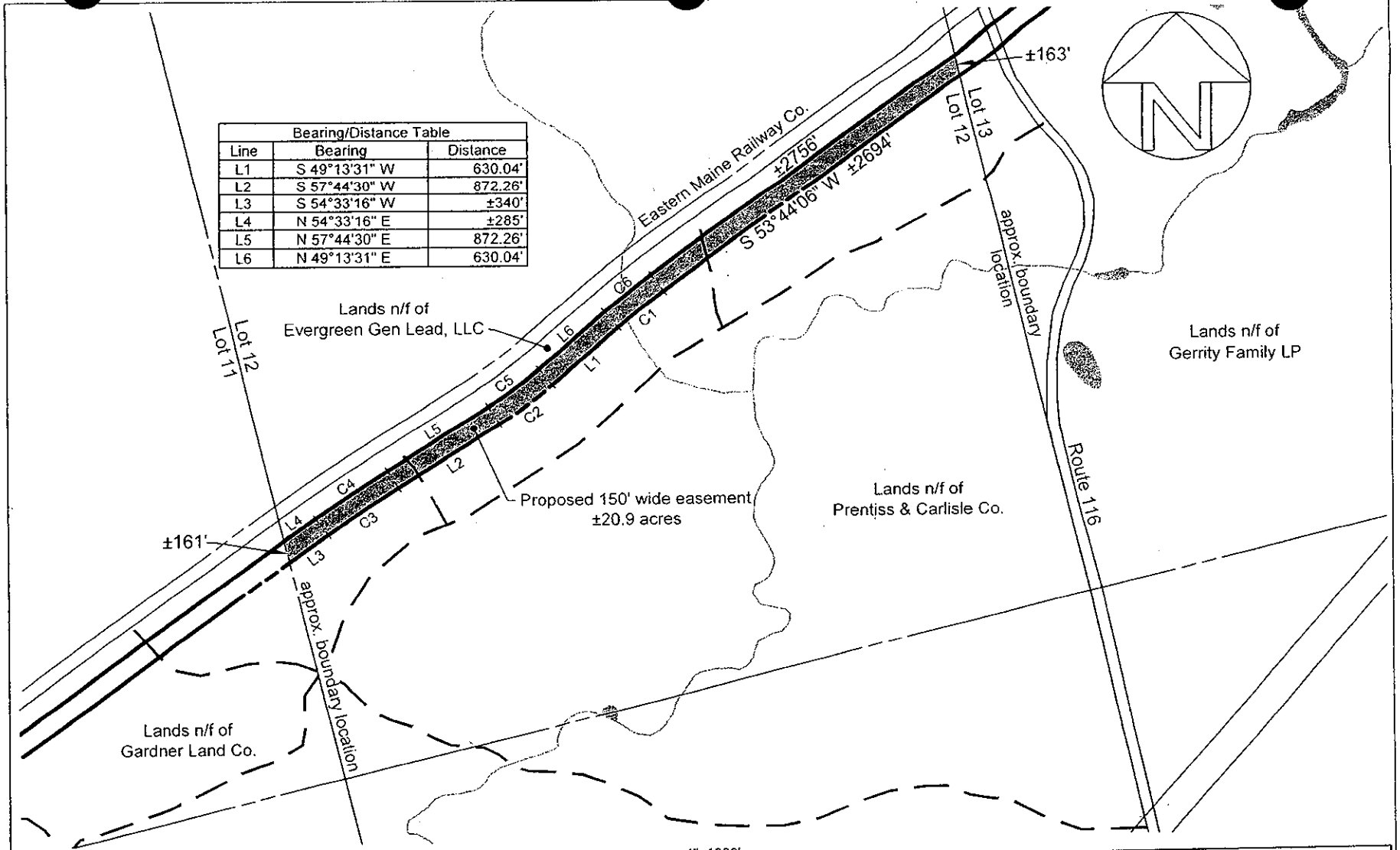
8. Margaret M. Brown by virtue of:
   - Trustee's Deed of Distribution from Gardner N. Moulton, Trustee to Margaret M. Brown dated December 22, 1995 and recorded at the Penobscot County Registry of Deeds in Book 6024 Page 65.

9. McKee Timberlands, LLC by virtue of:
   - Quitclaim Deed with Covenant from A. James McKee, Jr. to McKee Timberlands, LLC dated December 20, 1996 and recorded at the Penobscot County Registry of Deeds in Book 6300 Page 141.

10. Michelle E. Dustin by virtue of:
    - Deed of Distribution from Robert M. McKee as Personal Representative of the Estate of Richard M. McKee to Michelle E. Dustin et al dated June 25, 2001 and recorded at the Penobscot County Registry of Deeds in Book 7782 Page 261.

11. Mark Reagan McKee by virtue of:
    - Deed of Distribution from Robert M. McKee as Personal Representative of the Estate of Richard M. McKee to Mark Reagan McKee et al dated June 25, 2001 and recorded at the Penobscot County Registry of Deeds in Book 7782 Page 261.

12. Michael Merrow McKee by virtue of:
    - Deed of Distribution from Robert M. McKee as Personal Representative of the Estate of Richard M. McKee to Michael Merrow McKee et al dated June 25, 2001 and recorded at the Penobscot County Registry of Deeds in Book 7782 Page 261.



Bearing/Distance Table		
Line	Bearing	Distance
L1	S 49°13'31" W	630.04'
L2	S 57°44'30" W	872.26'
L3	S 54°33'16" W	±340'
L4	N 54°33'16" E	±285'
L5	N 57°44'30" E	872.26'
L6	N 49°13'31" E	630.04'

Curve Table			
Curve	Radius	Arc Length	Chord Length
C1	5380.15'	423.46'	423.35'
C2	3214.45'	477.78'	477.34'
C3	11109.69'	617.99'	617.91'
C4	11259.69'	626.33'	626.25'
C5	3064.45'	455.49'	455.07'
C6	5530.15'	435.27'	435.16'

1"=1000'

0' 1000'

Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data.

— — Road designated for access easement

Exhibit B - 1
Prentiss & Carlisle Co.
Tax Map 8 Lot 2
Town of Chester, Penobscot County, Maine

09122.01
2/28/11

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

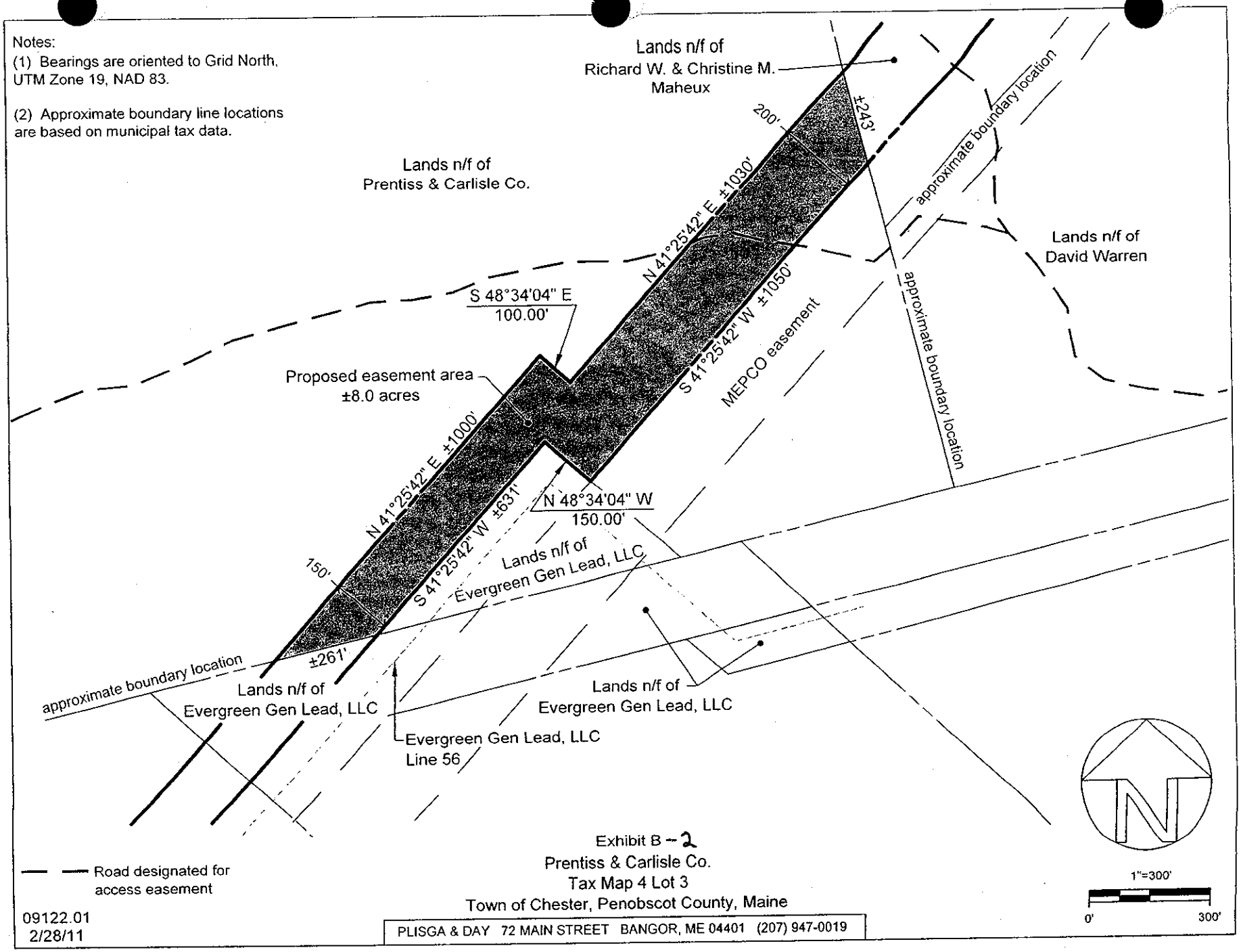


Exhibit B – 2
Prentiss & Carlisle Co.
Tax Map 4 Lot 3
Town of Chester, Penobscot County, Maine

09122.01
2/28/11

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

EXHIBIT B-3

Description of Easement Area

Portion of Chester Tax Map 8, Lot 2

A certain lot or parcel of land situated in Chester, County of Penobscot, State of Maine, as depicted on Exhibit B-1 attached herewith, and more particularly described as follows:

Beginning on the westerly line of a parcel of land now or formerly of Gerrity Family LP at the southwesterly corner of a 150 foot wide transmission line corridor easement through lands of Gerrity Family LP; thence through the lands of said Prentiss & Carlisle Co., et al, South 53 degrees, 44 minutes, 06 seconds West a distance of 2694 feet, more or less, to point; thence through the lands of said Prentiss & Carlisle Co., et al, with a curve turning to the left with a radius of 5380.15 feet, an arc distance of 423.46 feet to a point; thence through the lands of said Prentiss & Carlisle Co., et al, South 49 degrees, 13 minutes, 31 seconds West a distance of 630.04 feet to a point; thence through the lands of said Prentiss & Carlisle Co., et al, with a curve turning to the right with a radius of 3214.45 feet, an arc distance of 477.78 feet to a point; thence through the lands of said Prentiss & Carlisle Co., et al, South 57 degrees, 44 minutes, 30 seconds West a distance of 872.26 feet to a point; thence through the lands of said Prentiss & Carlisle Co., et al, with a curve turning to the left with a radius of 11109.69 feet, an arc distance of 617.99 feet to a point; thence South 54 degrees, 33 minutes, 16 seconds West a distance of 340 feet, more or less, to a point on the easterly line of lands of said Gardner Land Co. and at the southeasterly corner of a 150 foot wide transmission line corridor easement through lands of Gardner Land Co.; thence generally northerly along lands of said Gardner Land Co. and along the easterly end of said 150 foot wide transmission line corridor easement through lands of Gardner Land Co. a distance of 161 feet, more or less, to a point at the northeasterly corner of said easement; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, North 54 degrees, 33 minutes, 16 seconds East a distance of 285 feet, more or less, to a point; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, with a curve turning to the right with a radius of 11259.69 feet, an arc distance of 626.33 feet to a point; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, North 57 degrees, 44 minutes, 30 seconds East a distance of 872.26 feet to a point; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, with a curve turning to the left with a radius of 3064.45 feet, an arc distance of 455.49 feet to a point; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, North 49 degrees, 13 minutes, 31 seconds East a distance of 630.04 feet to a point; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, with a curve turning to the right, with a radius of 5530.15 feet, an arc distance of 435.27 feet to a point; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, North 53 degrees, 44 minutes, 06 seconds East a distance of 2756 feet, more or less, to a point on the westerly line of lands of said Gerrity Family LP and at the northwesterly corner of a 150 foot wide transmission line corridor easement through lands of Gerrity Family LP; thence generally southerly along lands of said Gerrity Family LP and along the westerly end of said 150 foot wide transmission line corridor easement through lands of Gerrity Family LP a distance of 163 feet, more or less, to the point of beginning, enclosing 20.9 acres, more or less.

Bearings referenced herein are oriented to Grid North, UTM Zone 19, NAD 83.

EXHIBIT B-4

Description of Easement Area

Portion of Chester Tax Map 4, Lot 3

A certain lot or parcel of land situated in Chester, County of Penobscot, State of Maine, as depicted on Exhibit B-2 attached herewith, and more particularly described as follows:

Beginning at a point on the westerly line of lands of Richard W. and Christine M. Maheux at the southwesterly corner of a 200 foot wide transmission line corridor easement through lands of said Maheux; thence through the lands of Prentiss and Carlisle Co., et al, and along the northwesterly line of the so-called MEPCO easement South 41 degrees, 25 minutes, 42 seconds West a distance of 1050 feet, more or less, to a point on the northeasterly line of Evergreen Gen Lead, LLC; thence along the northeasterly line of Evergreen Gen Lead, LLC North 48 degrees, 34 minutes, 04 seconds West a distance of 150.0 feet to the northeasterly corner; thence along the northwesterly line of Evergreen Gen Lead, LLC South 41 degrees, 25 minutes, 42 seconds West a distance of 631 feet, more or less, to the northeasterly corner of a 150 foot wide transmission line corridor easement through lands of said Evergreen Gen Lead, LLC; thence along the northerly line of Evergreen Gen Lead, LLC and the northerly end of said 150 foot wide transmission line corridor easement through lands of said Evergreen Gen Lead, LLC in a generally westerly direction a distance of 261 feet, more or less, to the northwesterly corner of said 150 foot wide transmission line corridor easement; thence through the lands of Prentiss and Carlisle Co., et al, North 41 degrees, 25 minutes, 42 seconds East a distance of 1000 feet, more or less, to a point; thence through the lands of Prentiss and Carlisle Co., et al, South 48 degrees, 34 minutes, 04 seconds East a distance of 100.0 feet to a point; thence North 41 degrees, 25 minutes, 42 seconds East a distance of 1030 feet, more or less, to the northwesterly corner of a 200 foot wide transmission line corridor easement through lands of said Maheux; thence along the westerly line of said Maheux and the westerly end of said 200 foot wide transmission line corridor easement through lands of said Maheux in a generally southerly direction a distance of 243 feet, more or less, to the point of beginning, enclosing 8.0 acres, more or less.

Bearings referenced herein are oriented to Grid North, UTM Zone 19, NAD 83.

EXHIBIT C

Pre-existing Encumbrances

1. All land use, environmental, building and zoning laws, ordinances regulations, rules, orders and licenses of governmental authority affecting the Easement Area.

2. Easements, covenants and restrictions of record to the extent that they affect the Easement Area.

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Bk 12048 Ps201 #3111
02-08-2010 @ 10:19a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Michael Cumerlato and Arthur Holland**, both with a mailing address of 5 Moors Road, McHenry, Maryland 21541 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Chester and the Township of Woodville, County of Penobscot, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary

herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** (**"Pre-existing Encumbrances"**). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights

granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default**. If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

13. **Right to Mortgage**. Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and

timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Michael Cumerlato
5 Moors Hollow Road
McHenry, MD 21541

Arthur Holland
5 Moors Hollow Road
McHenry, MD 21541

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances**. Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits**. All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The **"Effective Date"** shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MICHAEL CUMERLATO,** has executed or caused this instrument to be executed by its duly authorized representative this 17th day of December, 2009.

Michael Cumerlato

STATE OF MARYLAND §
§
COUNTY OF Garrett § 12/17, 2009.

Personally appeared the above-named Michael Cumerlato and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: Marcia Warnick

SEAL

IN WITNESS WHEREOF, **ARTHUR HOLLAND,** has executed or caused this instrument to be executed by its duly authorized representative this 17th day of December, 2009.

Arthur Holland

STATE OF MARYLAND §
§
COUNTY OF Garrett § 12/17, 2009.

Personally appeared the above-named Arthur Holland and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: Marcia Warnick

SEAL

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, MAINE GENLEAD, LLC, has caused this instrument to be executed by its duly authorized representative this 19th day of January, ~~2009~~ 2010

MAINE GENLEAD, LLC

By: E Weir

Name: Elizabeth Weir

Its: Assistant Secretary

Commonwealth

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § Jan 19th, ~~2009~~ 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor

Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Michael Cumerlato and Arthur Holland, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Quit Claim Deed with Covenant dated June 13, 2006, by and between Lakeville Shores, Inc., and Herbert C. Haynes, Inc. a/k/a H. C. Haynes, Inc., and Michael Cumerlato and Arthur Holland, with quitclaim covenants, recorded on July 26, 2006 in Book 10550, Page 239, in Penobscot County Register of Deeds.

Grantor and Grantee hereby agree to amend the acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

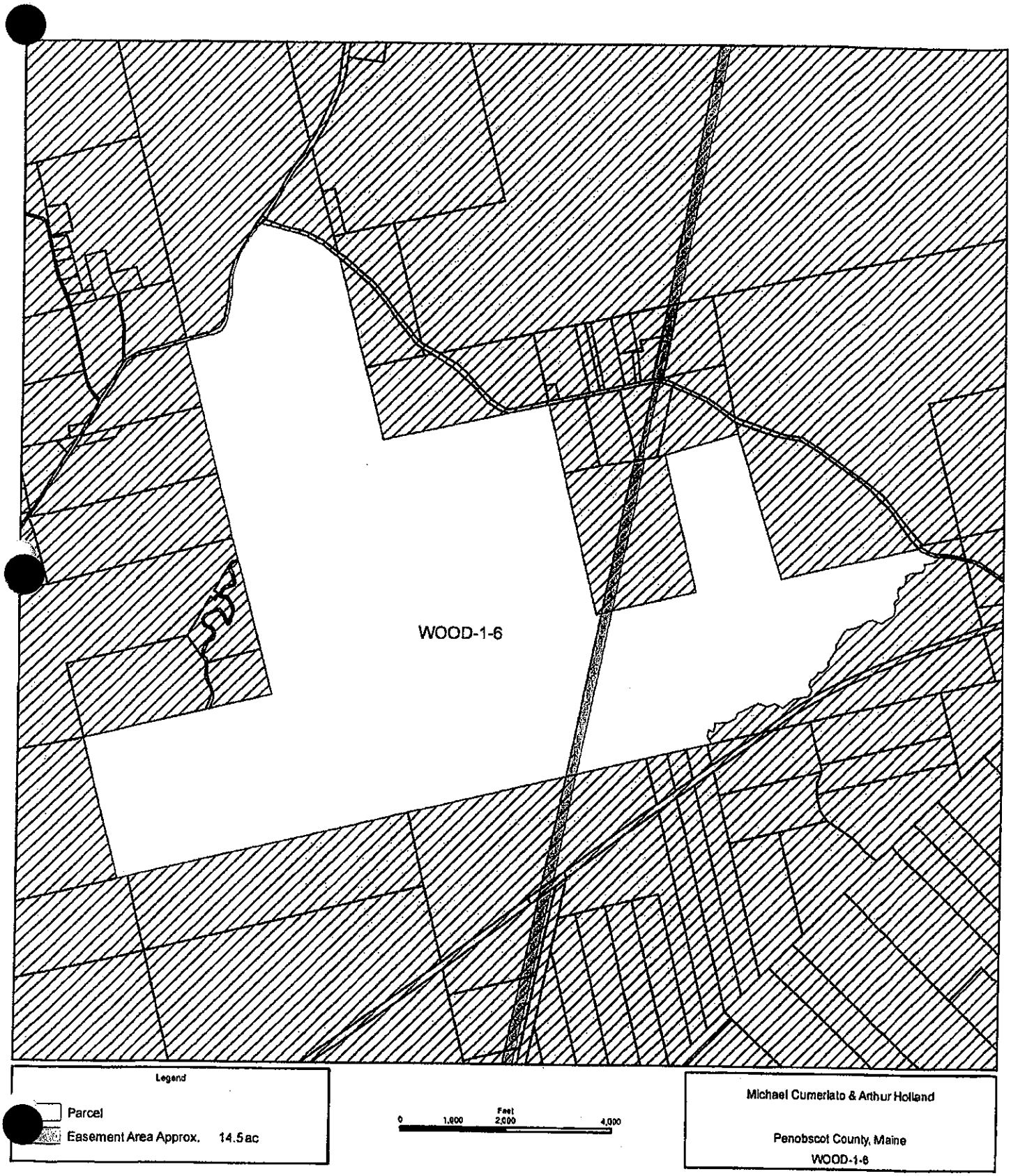


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

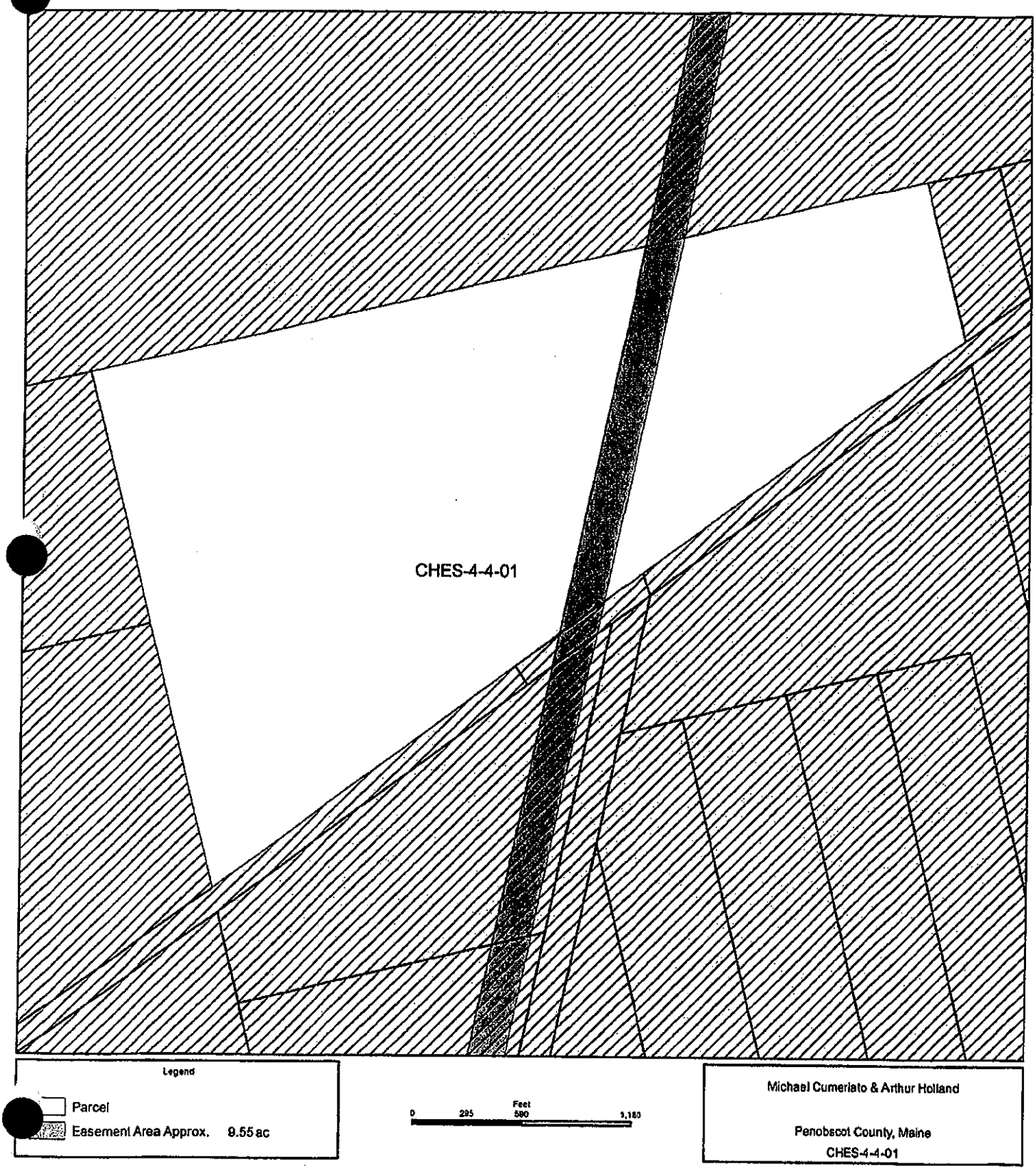


EXHIBIT C

Pre-existing Encumbrances

PENOBSCOT COUNTY MAINE
Susan F. Bulay
Register of Deeds

Bk 12402 Ps105 #3692
02-11-2011 @ 11:30a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Herbert C. Haynes, Inc.**, a Maine corporation with a mailing address at P.O. Box 99, Winn, Maine 04495 ("**Grantor**") and **Maine GenLead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Town of Chester, Penobscot County, Maine, which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted by the shaded area on **Exhibit B** (referred to hereinafter as **"Exhibit B"**) as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along and within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary

herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements; Final Location**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted areas subject to Easements are not materially different and impose no greater burden on the Land than the location or route of the areas subject to Easements generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of, and areas subject to, the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements. The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to

erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the easement rights granted to Grantee hereunder. These various security interests in all or a part of the easement rights granted hereunder are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each

Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and easements herein conveyed to Grantee hereunder (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Herbert C. Haynes, Inc.
P.O. Box 99
Winn, Maine 04495

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits**. All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Herbert C. Haynes, Inc. has caused this instrument to be executed by its duly authorized representative this 28th day of Jan, 2011.

Herbert C. Haynes, Inc.

By: Ginger E Maxwell
Name: Ginger E Maxwell
Its: Treas.

STATE OF MAINE §
§
COUNTY OF Penobscot § Jan. 28, 2011

Personally appeared the above-named Ginger E. Maxwell, Treasurer of Herbert C. Haynes, Inc., as aforesaid, and acknowledged the foregoing instrument to be ~~his~~/her free act and deed and the free act and deed of said corporation.

Before me,

Kim Rutty
Notary Public State of Maine

Kim Rutty
Notary Public
My Commission Expires:
12-7-2011

Print Name of Notary: _____

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **Maine GenLead, LLC**, has caused this instrument to be executed by its duly authorized representative this 4th day of February, 2011.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF Suffolk § February 4, 2011

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be ~~his~~/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SEAL

EXHIBIT A

Description of Land

Being a portion of the Second Parcel granted in the deed to H.C. Haynes, Inc. from Norman E. Kane and Jean M. Kane dated February 28, 1973 recorded in the Penobscot County Registry of Deeds in Book 2343, Page 304, which portion is more particularly described as follows:

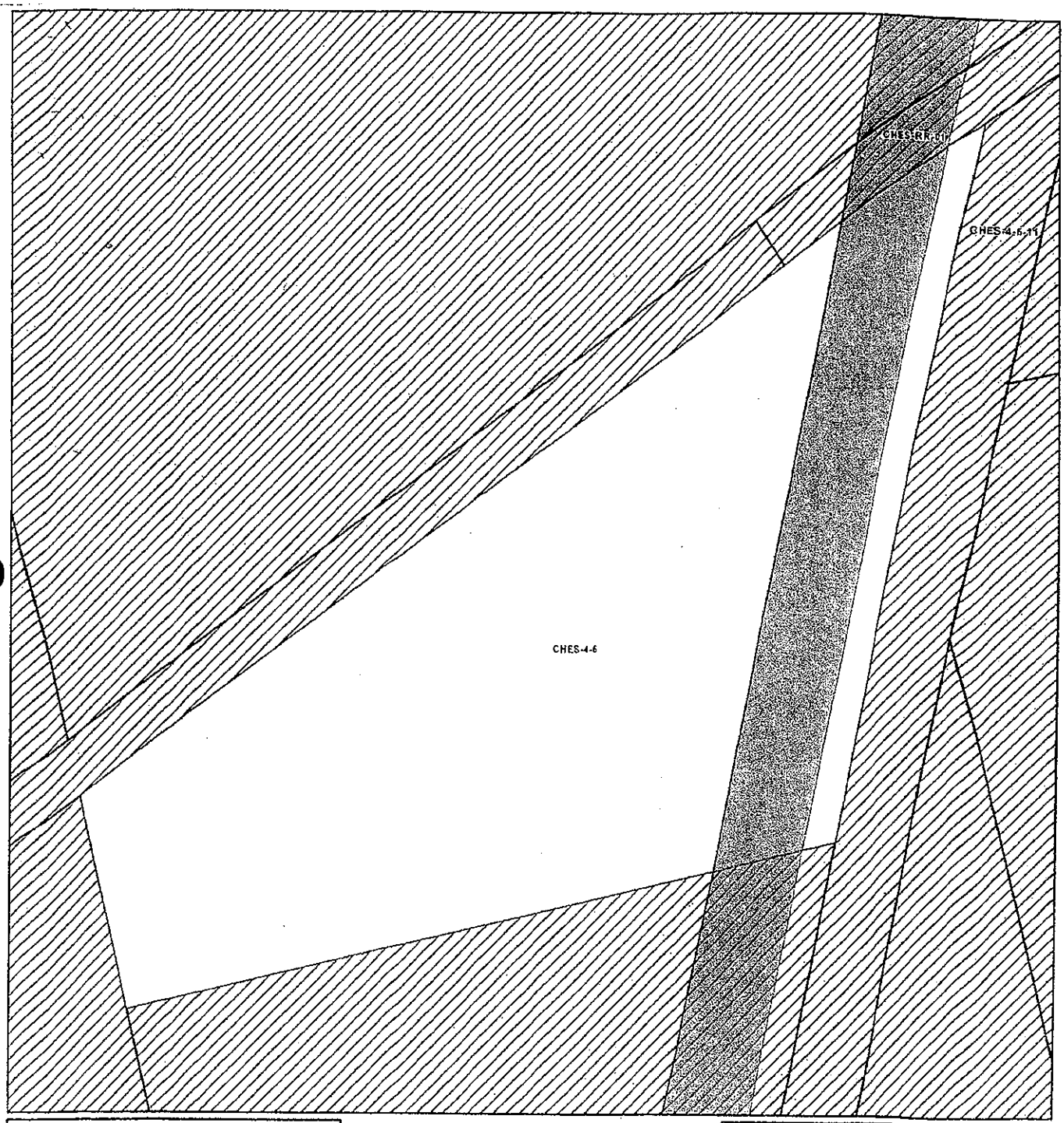
The portion of Lot Number Seven (7), according to the Plan of the Town of Chester surveyed by Richardson, copied by Boyd Kaler and Blynn Merill in 1955, and recorded in Penobscot County Registry of Deeds in Plan Cabinet 1-8D, which is bounded on the south by land now or formerly of Richard W. Maheux described in deed recorded in the Penobscot County Registry of Deeds in Book 3957, Page 300; on the east by the centerline of the Bangor Hydro-Electric Company right of way as described in the deed of Pole Line Easements from Donald DeWitt et als., to Bangor Hydro-Electric Company recorded in said Registry in Book 2084, Page 180; on the west by the west line of said Lot Seven (7); and on the north by the Canadian Pacific Railroad right of way.

Together with the right, if any, in common with Grantor and others entitled to use the same, to use those access easements over lands of third parties to the Land granted to Grantor in the deed recorded in Book 2343, Page 304.

Subject to easement granted by Herbert C. Haynes, Inc. to Prentiss & Carlisle Company, Inc. dated September 19, 1984 recorded in said Registry in Book 3612, Page 324, and further subject to other easements and restrictions, if any, of record, to the extent such easements and restrictions affect the Land described herein.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



PENOBSCOT COUNTY, MAINE

Susan F. Bulay

Register of Deeds

Bk 12023 Pg264 #399
01-06-2010 @ 10:21a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Richard W. Maheux and wife, Christine M. Maheux**, as joint tenants with a mailing address of 14 Babb Road, Southwick, Massachusetts 01077 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Township of Chester, County of Penobscot, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be twenty-four (24) months (the "**Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") by giving written notice to Grantor (the "**Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the

Extension Notice and the Final Easement Payment to Grantor within thirty (30) days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to

be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease

and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees),

damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Richard W. Maheux and Christine M. Maheux
14 Babb Road
Southwick, Massachusetts 01077

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on

the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty.

At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. The Easement Area will abutt up to the existing transmission easement on the property; should there be any acreage left in between the two easements, Grantor shall be compensated for that acreage. This will be determined by the final survey of the Easement Area.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **RICHARD W. MAHEUX,** has executed this instrument this 9th day of December, 2009.

Richard W. Maheux

STATE OF MASSACHUSETTS §
§
COUNTY OF Hampden § December 9, 2009.

Personally appeared the above-named Richard W. Maheux and acknowledged the foregoing instrument to be his free act and deed.

Before me,

MY COMMISSION EXPIRES
DEC. 24, 2015

Notary Public

SEAL

Print Name of Notary: Cathleen J Smelcer

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **CHRISTINE M. MAHEUX,** has executed this instrument this 9th day of December, 2009.

Christine M. Maheux

STATE OF MASSACHUSETTS §
§
COUNTY OF Hampden § December 9, 2009.

Personally appeared the above-named Christine M. Maheux and acknowledged the foregoing instrument to be her free act and deed.

Before me,

MY COMMISSION EXPIRES
DEC. 24, 2015

Kathleen J Smelcer
Notary Public

Print Name of Notary: Kathleen J Smelcer

SEAL

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, MAINE GENLEAD, LLC, has caused this instrument to be executed by its duly authorized representative this 28th day of December, 2009.

MAINE GENLEAD, LLC

By: _____
Name: Evelyn Lim
Its: Secretary

COMMONWEALTH ~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § Dec. 28th, 2009.

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

List of Source Deeds or Attach Source Deed

Attached to that certain Transmission Easement Agreement by and between Richard W. Maheux and Christine M. Maheux, as joint tenants, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed dated March 18, 1993 by and between Richard W. Maheux; and Richard W. Maheux and wife, Christine M. Maheux, as Joint Tenants, with warranty covenants, recorded March 24, 1993, in Book 5288, Page 30, at the Registar of Deeds, Penobscot County, Maine.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

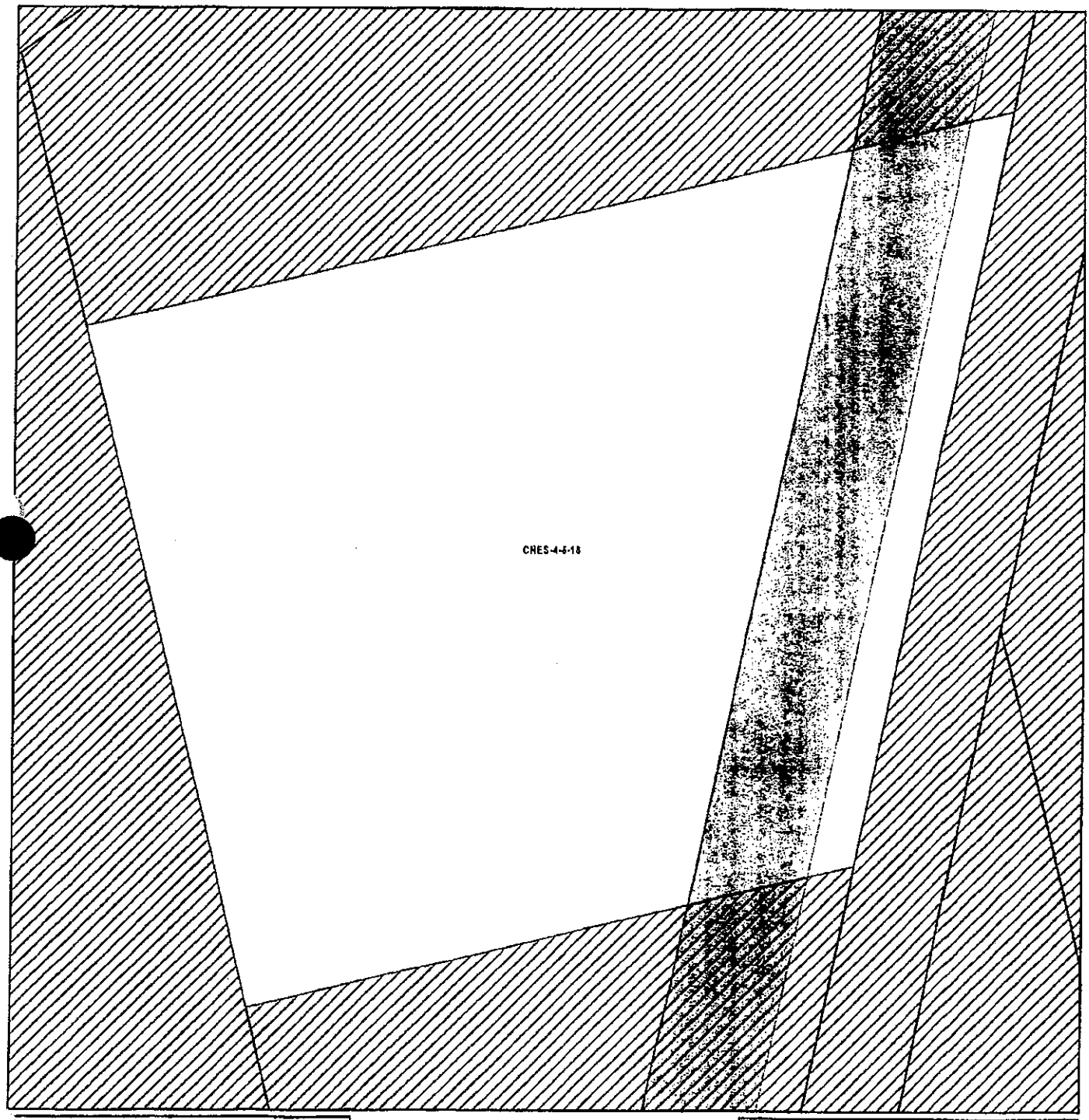


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

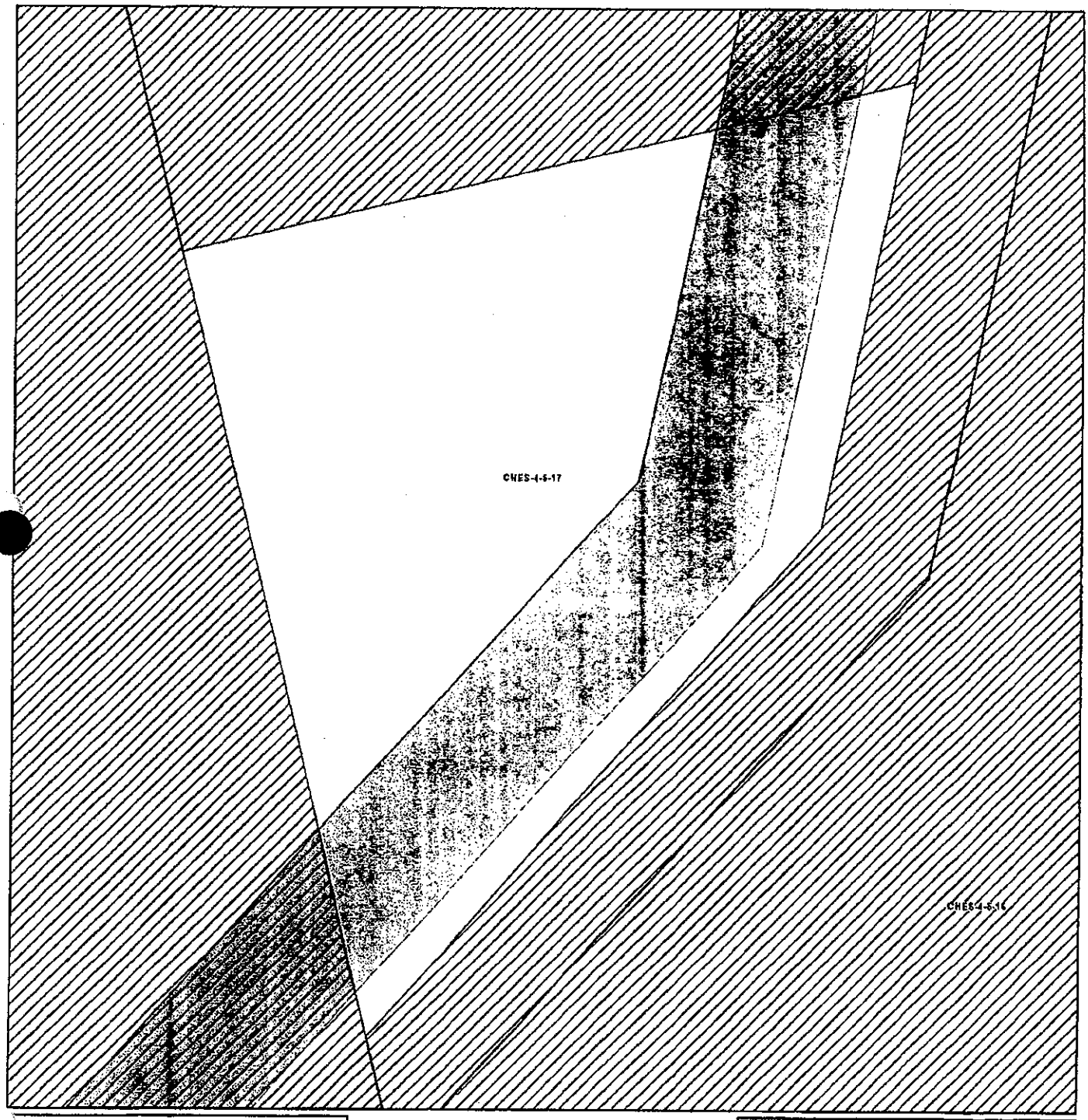


EXHIBIT C

Pre-existing Encumbrances

PENOBSCOT COUNTY, MAINE
Register of Deeds

Bk 12023 Pg264 #399
01-06-2010 @ 10:21a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Richard W. Maheux and wife, Christine M. Maheux**, as joint tenants with a mailing address of 14 Babb Road, Southwick, Massachusetts 01077 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Township of Chester, County of Penobscot, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be twenty-four (24) months (the "**Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") by giving written notice to Grantor (the "**Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the

Extension Notice and the Final Easement Payment to Grantor within thirty (30) days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to

be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease

and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee.** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees),

damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Richard W. Maheux and Christine M. Maheux
14 Babb Road
Southwick, Massachusetts 01077

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on

the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty.

At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. The Easement Area will abutt up to the existing transmission easement on the property; should there be any acreage left in between the two easements, Grantor shall be compensated for that acreage. This will be determined by the final survey of the Easement Area.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

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Richard W. Maheux

STATE OF MASSACHUSETTS §
§
COUNTY OF Hampden § December 9, 2009.

Personally appeared the above-named Richard W. Maheux and acknowledged the foregoing instrument to be his free act and deed.

Before me,

MY COMMISSION EXPIRES
DEC. 24, 2015

Notary Public

SEAL

Print Name of Notary: Cathleen J Smelcer

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **CHRISTINE M. MAHEUX,** has executed this instrument this 9th day of December, 2009.

Christine M. Maheux

STATE OF MASSACHUSETTS §
§
COUNTY OF Hampden § December 9, 2009.

Personally appeared the above-named Christine M. Maheux and acknowledged the foregoing instrument to be her free act and deed.

Before me,

MY COMMISSION EXPIRES
DEC. 24, 2015

Notary Public

Print Name of Notary: Kathleen J Smelcer

SEAL

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, MAINE GENLEAD, LLC, has caused this instrument to be executed by its duly authorized representative this 28th day of December, 2009.

MAINE GENLEAD, LLC

By: _____

Name: Evelyn Lim

Its: secretary

COMMONWEALTH

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § Dec. 28th, 2009.

Personally appeared the above-named Evelyn Lim, secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

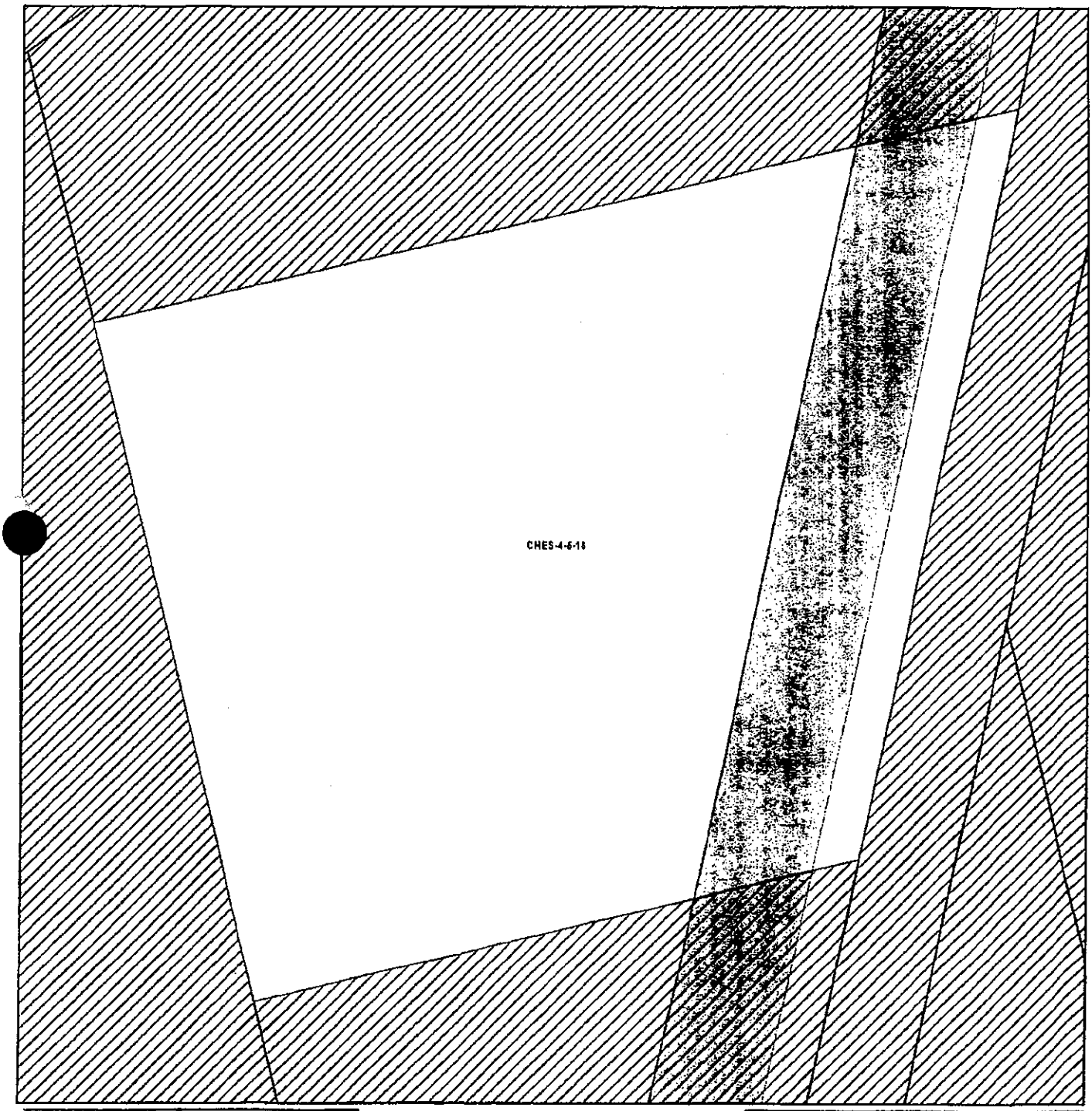


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

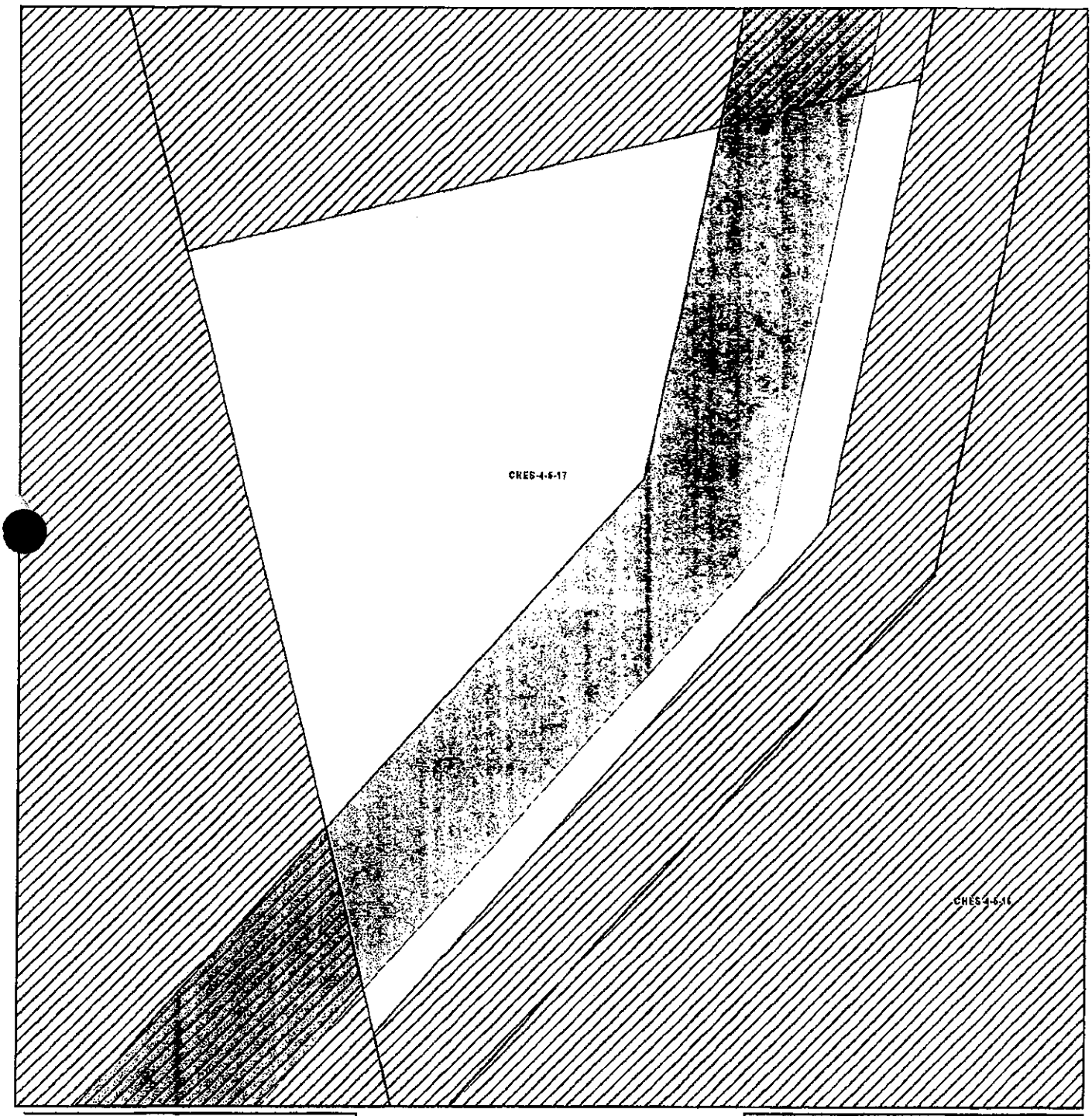


EXHIBIT C

Pre-existing Encumbrances

PENOBSCOT COUNTY, MAINE
Register of Deeds

Bk 12337 Pg297 #37187
12-03-2010 @ 12:05p

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: **Gardner Land Company, Inc.**, P.O. Box 189, Lincoln, ME 04457

Purchaser: **Evergreen Gen Lead, LLC and Maine GenLead, LLC**
c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111

I. **Description of Premises subject to Purchase and Sale Agreement:** Portion of the premises described in that certain deed to Seller recorded in the Penobscot County Registry of Deeds in Book 11820, Page 99.

II. **Effective Date of Purchase and Sale Agreement:** December 3, 2010

III. **Date of Closing:** The closing (the "Closing") shall take place at 10:00 a.m. on (i) the first business day that is thirty (30) days after the Permit Date (as hereinafter defined), or (ii) such date as Purchaser may request upon ten days written notice to Seller. Such Closing date shall not be earlier than June 1, 2010 or later than December 31, 2015, which latter date shall be deemed the Closing date if the Closing has not earlier occurred. The Permit Date is defined as the date when Purchaser has received any and all permits from the Maine Department of Environmental Protection and there is the final resolution of any appeals thereof.

IV. **Counterparts:** This Memorandum may be executed in multiple counterparts, which together shall constitute a single instrument.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to of Purchase and Sale Agreement to be executed as of the 3 day of December, 2010.

WITNESS:
Barbara Crocker
BARBARA CROCKER
Print Name of Witness:

SELLER:
Gardner Land Company, Inc.

By: _____
Name: Thomas Gardner
Its: President

STATE OF MAINE
COUNTY OF Penobscot

December 3, 2010

Personally appeared the above-named Thomas Gardner, President of Gardner Land Company, Inc., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

SEAL

Before me,

Jeannette I. Roy
Notary Public/~~Attorney at Law~~
Print Name of Notary: _____
My commission expires: _____

Jeannette I. Roy
Notary Public, State of Maine
My Commission Expires 7/9/2016

PURCHASER:

WITNESS:

EVERGREEN GEN LEAD, LLC

Kathryn R Bliss
Print Name of Witness:
Kathryn R. Bliss

By: E W Weir
Elizabeth Weir
Assistant Secretary

WITNESS:

MAINE GENLEAD, LLC

By: Maine Wind Holdings, LLC, its member

Kathryn R Bliss
Print Name of Witness:
Kathryn R. Bliss

By: E W Weir
Elizabeth Weir
Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

November 29, 2010

Then personally appeared the above-named Elizabeth Weir in her capacity as Secretary of Evergreen Gen Lead, LLC and acknowledged the foregoing instrument to be her free act and deed in said capacity and the free act and deed of said limited liability company.

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2 2016

Before me,
Linne M. Taylor
Notary Public

SEAL

Commonwealth of Massachusetts
County of Suffolk

November 29, 2010

Then personally appeared the above-named Elizabeth Weir in her capacity as Secretary of Maine Wind Holdings, the member of Maine GenLead, LLC acknowledged the foregoing instrument to be her free act and deed in said capacity and the free act and deed of said limited liability company.

Before me,
Linne M. Taylor
Notary Public

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Bk 12428 Pg298 #6854
03-18-2011 @ 10:28a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **PRENTISS & CARLISLE COMPANY, INC.**, a Maine corporation, with a principal place of business in Bangor, State of Maine, **McCRILLIS TIMBERLAND, LLC**, a Maine limited liability company with a principal place of business in Bangor, State of Maine, **RMM LAND COMPANY,** a Maine corporation, with a principal place of business in Portland, State of Maine, **MOULTON-EMERY TIMBERLANDS, INC.**, a Maine corporation, with a principal place of business in Bangor, Maine, **GARDNER N. MOULTON, Trustee of the GARDNER N. & BONNIE R. MOULTON REALTY TRUST under Declaration of Trust dated December 20, 1983,** of Bangor, State of Maine, **MMM TIMBERLANDS LIMITED LIABILITY COMPANY**, a Maine limited liability company, with a principal place of business in Acton, Commonwealth of Massachusetts, **MICHELLE E. DUSTIN**, an individual, of Saco, State of Maine, **MARK REAGAN McKEE**, an individual, of Allston, Commonwealth of Massachusetts, **MICHAEL MERROW McKEE,** an individual, of Bernard, State of Maine, **McKEE TIMBERLANDS, LLC**, a Maine limited liability company, with a principal place of business in Johns Island, State of South Carolina, **MARGARET M. BROWN**, an individual, of Orrington, State of Maine, **ROBERT M. McKEE**, an individual, of Lincolnville, State of Maine (collectively, "**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Town of Chester, Penobscot County, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") which are listed on **Exhibit A** attached hereto; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, exclusive easement in gross (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities to transmit up to 115kV of electrical power of and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibits B-1 and B-2** attached hereto (collectively, "**Exhibit B**") as the "Proposed 200' wide easement" (the "**Easement Area**") and more particularly described on **Exhibits B-3 and B-4**. Grantee shall have the right to increase the

scope of the easements hereby conveyed to transmit in excess of 115kV of electricity, by paying additional consideration, as provided in Section 1(h.) below and the parties' separate Compensation Agreement of even date herewith. **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across land of Grantor by means of roads designated for such access on **Exhibit B**.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted

herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

h. Notwithstanding anything to the contrary herein, Grantee may not exercise the Transmission and Telecommunication Easement rights granted to it under this Section 1 until Grantee has delivered the Final Extension Notice and paid the Final Easement Payment to Grantor as provided in Section 4.

i. Upon Grantee's payment of additional consideration, as provided in the parties' separate Compensation Agreement of even date herewith, the easements hereby granted may be extended, to the extent permitted by applicable federal, State and local laws, statutes, ordinances, orders, rules and regulations, to increase the electrical power transmission capacity under the Transmission and Telecommunication Easement granted hereunder in excess of 115kV. Upon each such payment Grantors and Grantee shall execute an amendment to this Easement Agreement, or a new separate easement agreement (subject to the limitations and reservations herein) in recordable form, confirming the expansion of the easements granted hereunder.

2. **Access Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of designated roads depicted on **Exhibit B** as of the Effective Date. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road or use a road hereafter constructed by Grantors on the Land, it shall first obtain the written approval of the location of the road from Grantor in recordable form, which approval shall not be unreasonably withheld. Grantee shall bear the cost of preparation and registry of deeds recording of amendments to this Agreement, which extend the Access Easement to additional roads.

Grantor reserves the right to relocate, repair, reconstruct or improve and maintain all roads subject to the Access Easement to the extent that Grantor may deem appropriate. Grantor shall be under no obligation to maintain or improve the roads, or road improvements (such as ditches, culverts, and bridges), or to share in the costs of any improvements of Grantee (unless otherwise agreed in writing by the parties). Nothing herein shall restrict the Grantor's right to relocate any road or portions thereof which are subject to the Access Easement, provided that the terms of this Agreement relating to the Access Easement shall apply to the road or portions thereof as they may be relocated from time to time. Grantor shall bear the cost of preparation and registry of deeds recording of amendments to this Agreement confirming Access Easement relocations required by Grantor.

Although it is not obligated to maintain any Access Easement road or roadway improvements to a particular standard for the benefit of Grantee, Grantor anticipates maintaining the roads in the ordinary course of business to provide access to the lands of Grantor and others. Grantee, and its successors and assigns, shall be obligated to share in reasonable maintenance and repair costs incurred by Grantor to maintain Access Easement Roads to a standard customary in the Northeast for timber hauling, in an amount calculated to reflect a reasonable allocation of costs commensurate with the parties' respective use levels of each road. Grantor and Grantee further agree, for themselves and their successors and assigns, to negotiate in good faith regarding the allocation of such costs among them; provided, however, that failure to reach a negotiated agreement shall not relieve Grantee of its contribution obligations. Grantee may maintain and repair all Access Easement roads and road improvements used by Grantee, but shall have no claim for contribution from Grantor for such activities unless (a) it has first provided Grantor (i) advance notice of the proposed work (at least 30 days before commencement), and (ii) an opportunity to undertake the work (or to contract with third parties to perform the same), and (b) Grantor has agreed to its share of the maintenance and repair costs. None of the agreements herein relative to maintenance and repair costs shall limit or modify any right of contribution the parties may have against third parties.

Grantee will not suffer or permit any mechanic's or materialman's lien to be filed against the Land, for or purporting to be for, labor and materials supplied to, or at the instance of, or for the benefit of, Grantee or any contractor or subcontractor employed, or claiming to be employed by Grantee.

Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Term of Easements**. The initial term of the easements granted in Sections One (1) and Two (2) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 4.

4. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial

Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, and at Grantee's sole expense, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, and at Grantee's sole expense, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements. If Grantee fails to provide such requested release, an affidavit signed by Grantor or Grantor's successors and assigns, confirming the terms of Grantor's notice to Grantee and the lapse of the grace period, may be recorded in the applicable County Registry of Deeds, and shall have the effect of a release from Grantee.

5. **Relocation of Easement Area**. The exact location and route of the Easement Area may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantee shall have the exclusive right and easement, to relocate or reroute the location and route of the Easement Area at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the location and route of the Easement Area is not materially different and imposes no greater burden on the Land than the location and route of the Easement Area depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final location and route of the Easement Area shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion,

have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment and Grantee shall, without further action by Grantor, but with notice to Grantor, record in the Registry of Deeds a revised **Exhibit B** showing the final location of the Easement Area, together with the surveyed legal description of such area.

6. **Representations and Warranties of Grantor**.

a. Title is subject to the matters listed on **Exhibit C** ("**Pre-existing Encumbrances**") The term "quitclaim covenant" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. Subject to Section 7 below, Grantor shall not further encumber the Land except with financing instruments granted to Grantor's lenders. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to cause any holders of mortgages on the Easement Area to consent to the granting of these Easements, and to provide Grantee and Grantor written confirmation in recordable form that the interests of any mortgagee and its successors and assigns shall remain subject to the Easements in the event of foreclosure, a deed in lieu of foreclosure, or other enforcement action by any such mortgagee.

b. Grantor represents and covenants that there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land that would prevent or impair Grantee's exercise of the Easements granted hereunder or Grantor's performance of its obligations under this Agreement.

7. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross, and to grant easements to cross and recross, the Easement Area along all existing roads and with utility lines as may be necessary or convenient in serving land of Grantor and others, and shall have the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's Transmission and Telecommunication Facilities constructed or to be constructed on the Easement Area; (iii) that such activities, whether by Grantor or third parties, will not breach the conditions or requirements imposed by permitting agencies with respect to the use of the Easement Area or prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not cut or remove timber or install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed and any cutting or removal of timber will be consistent with the conditions or requirements imposed by Grantee's permitting agencies. Existing crossings to be used by Grantors shall be depicted on the Survey and incorporated into **Exhibit B**. In the case of future crossings constructed by Grantors, the parties agree to execute and record, at the request of either party and at the requesting party's sole expense, an amendment to **Exhibit B**, depicting such crossing locations. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere

with the line or lines to be constructed within said Easement Area or the conditions or requirements imposed by Grantee's permitting agencies, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code. Without limiting the foregoing, Grantor may continue harvesting trees and engage in other natural resource exploitation within Access Easement areas on Grantor's Land, provided that such harvesting and mining does not materially interfere with Grantee's use thereof.

8. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection or maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

9. **Grantor Default**. If Grantor fails to comply with the material terms of this Agreement and such failure continues for thirty (30) days after Grantee's written notice to Grantor specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), Grantee shall be entitled not only to monetary damages, but also due to the location of the Land, certain equitable remedies, since a default could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. In no event shall Grantor be liable for exemplary, punitive or consequential damages.

10. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 4 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 4 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 4), and such failure continues for thirty (30) days after Grantor's written notice to

Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

11. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the rights under the Easements hereby granted. These various security interests in all or any of Grantee's easement rights are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

12. **Assignment**. Grantee shall have the right, without Grantor's consent, to assign to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

13. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Transmission and Telecommunication Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Transmission and Telecommunication Easements hereby granted

14. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor and its affiliates, and their respective directors, officers, employees and agents, harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the

Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

Without limiting any rights or remedies otherwise available to Grantor, Grantee agrees to hold harmless and indemnify Grantor and its affiliates and their respective directors, officers, employees and agents, from and against all claims, demands, penalties, fines, liabilities, costs and expenses, including without limitation, reasonable attorneys fees and/or costs to clean up or remediate Hazardous Materials on, from or affecting Grantor's land (collectively, "Liabilities") arising from Grantee's exercise of any of the rights granted herein, including, but not limited to any Liabilities resulting from violations by Grantee of federal, state or local environmental laws or other laws, orders, permits or regulations. The foregoing indemnification shall include, without limitation, Liabilities arising out of or in any way related to, the presence, disposal, release, or threatened release of any Hazardous Materials on, from or affecting the Easement Area or Grantor's remaining property as a result of Grantee's activities. For purposes of this paragraph, the term "Hazardous Materials" includes, without limit, any hazardous or toxic materials, waste or substances, oil or petroleum products, or related materials; including without limitation as the same are defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42. US.C. Section 6901, et seq.), applicable Maine Statutes (including 38 M.R.S.A. Section 561, et seq., 38 M.R.S.A. Section 1361, et seq., 38 M.R.S.A. Section 1301, et seq.; and 38 M.R.S.A. Section 1317, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

15. **Insurance**. Grantee agrees to provide and maintain, the following insurance in connection with its use of the foregoing Easements:

a) Worker's Compensation – Statutory Limits (no exemptions)

i) Employer's Liability - $1,000,000 minimum coverage

b) Commercial General Liability - $2,000,000 Combined Single Limit written on an occurrence basis

i) Contractual Liability - $2,000,000

c) Automobile Liability - $1,000,000 Combined Single Limit including all owned, non-owned and hired vehicles.

16. **Conditions of Use.** Grantee covenants and agrees that:

a. Grantee's use of the easements shall be at the sole risk of Grantee.

b. Before commencing any construction, Grantee shall commission environmental assessments of the Easement Area (at a minimum, in accordance with applicable

ASTM standard practices for a Phase I Environmental Assessment), and provide copies of the assessments to Grantor. The assessments so produce shall constitute baseline data which will assist the parties in determining the existence and nature of environmental conditions existing prior to initial construction of Grantor's Transmission Facilities and Telecommunication Facilities within the Easement Area, and in making determinations as to the nature and extent of the parties' respective obligations hereunder, as may be supplemented upon such further environmental assessment as either party may conduct with respect to activities and conditions arising after the date hereof.

c. All activities of Grantee shall be conducted in full compliance with all requirements of Federal, State, and local laws, including, but not limited to Federal and State labor and employment laws, workers' compensation laws, laws pertaining to occupational safety and health, and laws pertaining to environmental protection and forest practices.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor:	Prentiss & Carlisle Management Co., Inc. Attention: President 107 Court Street Bangor, ME 04401
Notice to Grantee:	Maine GenLead, LLC c/o First Wind Energy, LLC 179 Lincoln Street, Suite 500 Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a

different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Provided that Grantee bears the cost of document preparation, the reasonable costs of review by Grantor's attorney, recording and other associated costs, Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "Effective Date" shall be the sooner of the date on which Grantee records this Agreement in the Registry of Deeds or 60 days following Grantor's execution.

27. **Taxes & Tree Growth Program.** For so long as the Easements remain in force, Grantee shall be responsible to pay any real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Easement Area and Grantee's Transmission Facilities, including any "tree growth" withdrawal penalty or land use conversion tax penalty, arising from the grant of the Easements hereunder or Grantee's exercise of the rights granted hereunder. The Easement Area is part of the larger parcels. Until separate tax bills become available for the Easement Area, Grantee shall be responsible for the taxes assessed to the Easement Area based upon the following formula: [Acres in Easement Area x taxing authority's per acre ad valorem value applicable to the Easement Area x the applicable mil rate], and the amount of taxes attributable to Grantee's improvements. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax map lot designation for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, PRENTISS & CARLISLE COMPANY, INC., has caused this instrument to be executed by its duly authorized representative this 16 day of August, 2010.

PRENTISS & CARLISLE COMPANY, INC.,
a Maine corporation

By: _____
Print Name: DONALD P. WHITE
Its: PRESIDENT

STATE OF MAINE §
§
COUNTY OF Penobscot § August 16, 2010

Personally appeared the above-named Donald White, President of Prentiss & Carlisle Company, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

_____
Notary Public

SEAL

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **McCRILLIS TIMBERLAND, LLC**, has caused this instrument to be executed by its duly authorized representative this 23 day of August, 2010.

McCRILLIS TIMBERLAND, LLC,
a Maine limited liability company

By: William M. Fletcher
Name: William M. Fletcher
Its: President

STATE OF MAINE §
§
COUNTY OF Hancock § August 23, 2010

Personally appeared the above-named Fletcher, William of McCrillis Timberland, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company.

Before me, Rebecca Emerson

Notary Public

Print Name of Notary: Rebecca Emerson

REBECCA EMERSON
Notary Public, Maine
My Commission Expires November 1, 2014

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **RMM LAND COMPANY**, has caused this instrument to be executed by its duly authorized representative this 24th day of August, 2010.

RMM LAND COMPANY,
a Maine corporation

By: Edward C Moulton
Edward Moulton, President

STATE OF MAINE §
§
COUNTY OF Cumberland § Aug 24, 2010

Personally appeared the above-named Edward Moulton, President of RMM LAND COMPANY and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

Lisa M. Lundberg
Notary Public

Print Name of Notary:
LISA M. LUNDBERG
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 9, 2014

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MOULTON-EMERY TIMBERLANDS, INC.**, has caused this instrument to be executed by its duly authorized representative this 26th day of August, 2010.

MOULTON-EMERY TIMBERLANDS, INC.,
a Maine corporation

By: _____
Stephen T. Emery, President

STATE OF MAINE §
§
COUNTY OF Penobscot § August 26, 2010

Personally appeared the above-named Stephen T. Emery, President of MOULTON-EMERY TIMBERLANDS, INC. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me, LISA A. SILVA
Notary Public • State of Maine
My Commission Expires July 29, 2013

_____
Notary Public

Print Name of Notary: Lisa A. Silva

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Gardner N. Moulton, Trustee of the Gardner N. Moulton & Bonnie R. Moulton Realty Trust under Declaration of Trust dated December 20, 1983, has executed this instrument this 23 day of August, 2010.

GARDNER N. MOULTON & BONNIE R. MOULTON REALTY TRUST

By: _____
Gardner N. Moulton, Trustee

STATE OF Maine §
§
COUNTY OF Penobscot § 23 August, 2010

Personally appeared the above-named Gardner N. Moulton, Trustee of the GARDNER N. MOULTON & BONNIE R. MOULTON REALTY TRUST under Declaration of Trust dated December 20, 1983 and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

SEAL

_____
Notary Public

Print Name of Notary: _____

MICHELLE M. CROCKER
NOTARY PUBLIC
MAINE
MY COMMISSION EXPIRES AUGUST 21, 2014
COMMISSION # 50466

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MMM TIMBERLANDS LIMITEDLIABILITY COMPANY**, has caused this instrument to be executed by its duly authorized representative this 26th day of August, 2010.

MMM TIMBERLANDS
LIMITED LIABILITY COMPANY,
a Maine limited liability company

By: Virginia M Deering
Virginia M. Deering, Manager

STATE OF Maine §
§
COUNTY OF Penobscot § August 26 2010

Personally appeared the above-named Virginia M. Deering, of MMM TIMBERLANDS LIMITED LIABILITY COMPANY and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said company.

Before me,

Jennifer Deane
Notary Public

SEAL

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MICHELLE E. DUSTIN,** has executed this instrument this 25 day of August, 2010.

Michelle E. Dustin

STATE OF MAINE §
§
COUNTY OF Cumberland § August 25, 2010

Personally appeared the above-named MICHELLE E. DUSTIN and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Print Name of Notary: EDWARD S. KELLOGG

Edward S. Kellogg
Notary Public
My Commission Expires
October 21, 2014

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MARK REAGAN McKEE,** has executed this instrument this 25th day of August, 2010.

Mark Reagan McKee

Mark Reagan McKee

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF Suffolk § August 25, 2010

Personally appeared the above-named MARK REGAN McKEE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

JANICE DIANNE PERRY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 22, 2013

SEAL

Print Name of Notary: Janice Dianne Perry

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MICHAEL MERROW McKEE,** has executed this instrument this 30th day of August, 2010.

Michael Merrow McKee

STATE OF MAINE §
§
COUNTY OF Penobscot § August 30 2010

Personally appeared the above-named MICHAEL MERROW McKEE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **McKEE TIMBERLANDS, LLC,** has caused this instrument to be executed by its duly authorized representative this 2nd day of September, 2010.

McKEE TIMBERLANDS, LLC,
a Maine limited liability company

By: _____
A. James McKee, Jr., General Manager

STATE OF South Carolina §
§
COUNTY OF Charleston § Sept. 2, 2010

Personally appeared the above-named A. James McKee, Jr. of McKEE TIMBERLANDS, LLC and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said company.

Before me,

SEAL

_____
Notary Public

Print Name of Notary: Valerie B Green

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MARGARET M. BROWN,** has executed this instrument this 27 day of August, 2010.

Margaret M. Brown

STATE OF Maine §
§
COUNTY OF Penobscot § August 27, 2010

Personally appeared the above-named MARGARET M. BROWN and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Print Name of Notary: Jennifer Deane

JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **ROBERT M. McKEE,** has executed this instrument this 30th day of August, 2010.

Robert M. McKee

STATE OF Maine §
§
COUNTY OF Kennebec § 8-30, 2010

Personally appeared the above-named ROBERT M. McKEE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Jeannine Y Lapointe
Notary Public

Print Name of Notary: _____

JEANNINE Y. LAPOINTE
Notary Public • Maine
My Commission Expires September 5,2010

SEAL

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 8th day of October, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

STATE OF Commonwealth of Massachusetts §
§
COUNTY OF Suffolk § Oct. 8, 2010.

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Notary Public

Print Name of Notary: ARTHUR J. SNELL

ARTHUR J. SNELL NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMMISSION EXPIRES OCT. 6, 2015

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Prentiss & Carlisle Co., Inc., as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, Grantee

1. Prentiss & Carlisle Company, Inc., by virtue of:
   - Quitclaim Deed from John H. Noseworthy to Prentiss & Carlisle Co. et al dated June 26, 1981 and recorded at the Penobscot County Registry of Deeds in Book 3199 Page 06.
   - Quitclaim Deed from Merchants National Bank as Trustee to Prentiss & Carlisle Co. et al dated June 24, 1981 and recorded at the Penobscot County Registry of Deeds in Book 3199 Page 08.
   - Quitclaim Deed from Jane H. Whitaker to Prentiss & Carlisle Co. et al dated June 26, 1981 and recorded at the Penobscot County Registry of Deeds in Book 3199 Page 201.
   - Quitclaim Deed from St. Regis Corporation to Prentiss & Carlisle Co. et al dated November 20, 1984 and recorded at the Penobscot County Registry of Deeds in Book 3612 Page 321.

2. McCrillis Timberland, LLC, by virtue of:
   - Certificate of Merger recorded at the Penobscot County Registry of Deeds in Book 6937, Page 300.
   - Quitclaim Deed from John H. Noseworthy to McCrillis Timberland, Inc. et al dated June 26, 1981 and recorded at the Penobscot County Registry of Deeds in Book 3199 Page 06.
   - Quitclaim Deed from Merchants National Bank as Trustee to McCrillis Timberland, Inc. et al dated June 24, 1981 and recorded at the Penobscot County Registry of Deeds in Book 3199 Page 08.
   - Quitclaim Deed from Jane H. Whitaker to McCrillis Timberland, Inc. et al dated June 26, 1981 and recorded at the Penobscot County Registry of Deeds in Book 3199 Page 201.
   - Quitclaim Deed from St. Regis Corporation to McCrillis Timberland, Inc. et al dated November 20, 1984 and recorded at the Penobscot County Registry of Deeds in Book 3612 Page 321.

3. RMM Land Company by virtue of:
   - Quitclaim Deed from St. Regis Corporation to RMM Land Company et al dated November 20, 1984 and recorded at the Penobscot County Registry of Deeds in Book 3612 Page 321.

4. Gardner N. Moulton, Bonnie R. Moulton, and Paul R. Moulton, Trustees of the Gardner N. Moulton and Bonnie R. Moulton Realty Trust by virtue of:
   - Quitclaim Deed from St. Regis Corporation to Gardner N. Moulton, Bonnie R. Moulton, and Paul R. Moulton, Trustees of the Gardner N. Moulton and Bonnie

R. Moulton Realty Trust et al dated November 20, 1984 and recorded at the Penobscot County Registry of Deeds in Book 3612 Page 321.

5. Moulton-Emery Timberlands, Inc. by virtue of:
   - Quitclaim Deed from St. Regis Corporation to Moulton-Emery Timberlands, Inc. et al dated November 20, 1984 and recorded at the Penobscot County Registry of Deeds in Book 3612 Page 321.

6. MMM Timberlands Limited Liability Company by virtue of:
   - Quitclaim Deed with Covenant from Virginia M. Deering to MMM Timberlands Limited Liability Company et al dated February 20, 1997 and recorded at the Penobscot County Registry of Deeds in Book 6376 Page 352.

7. Robert M. McKee by virtue of:
   - Trustee's Deed of Distribution from Gardner N. Moulton, Trustee to Robert M. McKee dated December 22, 1995 and recorded at the Penobscot County Registry of Deeds in Book 6024 Page 53.

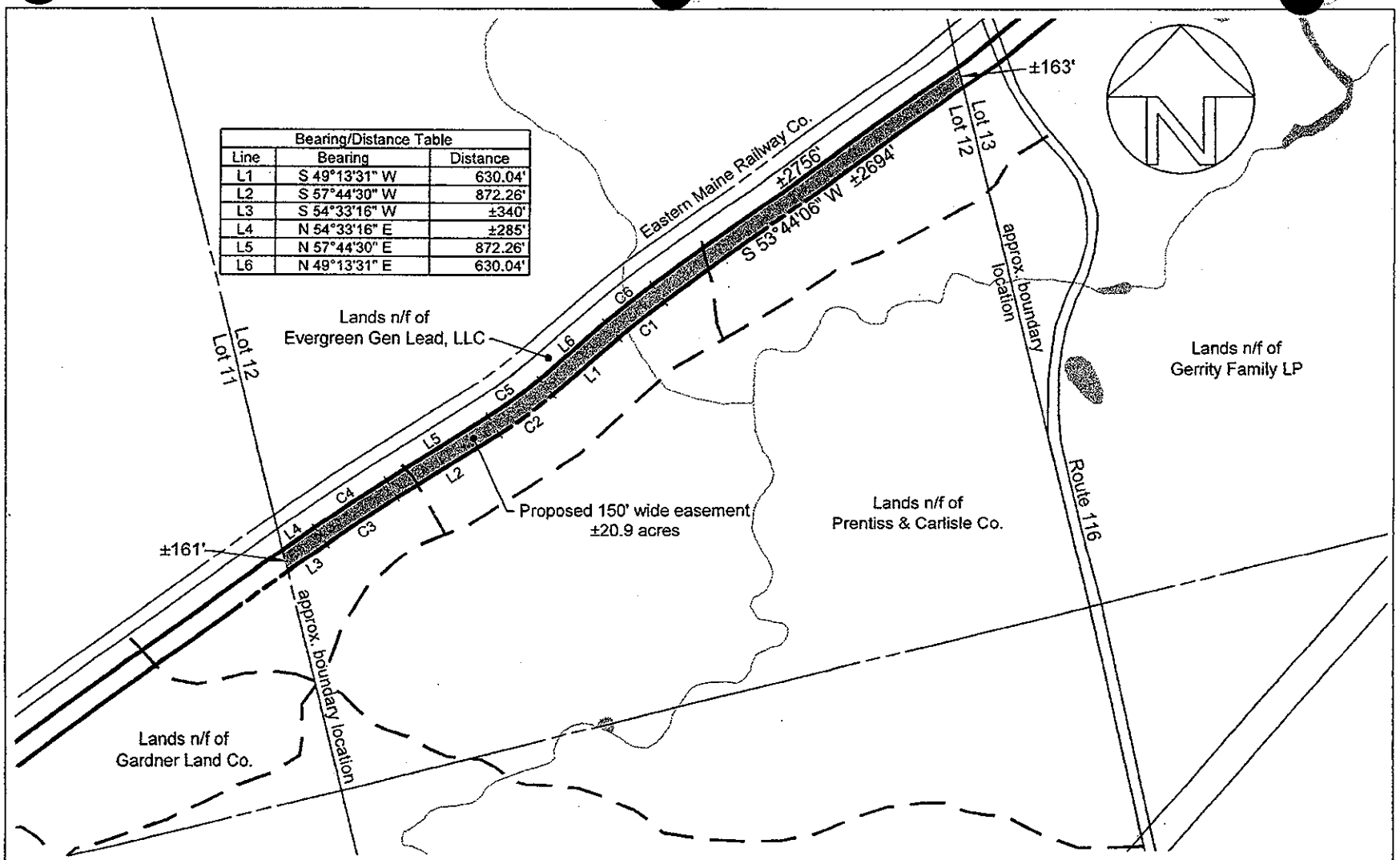
8. Margaret M. Brown by virtue of:
   - Trustee's Deed of Distribution from Gardner N. Moulton, Trustee to Margaret M. Brown dated December 22, 1995 and recorded at the Penobscot County Registry of Deeds in Book 6024 Page 65.

9. McKee Timberlands, LLC by virtue of:
   - Quitclaim Deed with Covenant from A. James McKee, Jr. to McKee Timberlands, LLC dated December 20, 1996 and recorded at the Penobscot County Registry of Deeds in Book 6300 Page 141.

10. Michelle E. Dustin by virtue of:
    - Deed of Distribution from Robert M. McKee as Personal Representative of the Estate of Richard M. McKee to Michelle E. Dustin et al dated June 25, 2001 and recorded at the Penobscot County Registry of Deeds in Book 7782 Page 261.

11. Mark Reagan McKee by virtue of:
    - Deed of Distribution from Robert M. McKee as Personal Representative of the Estate of Richard M. McKee to Mark Reagan McKee et al dated June 25, 2001 and recorded at the Penobscot County Registry of Deeds in Book 7782 Page 261.

12. Michael Merrow McKee by virtue of:
    - Deed of Distribution from Robert M. McKee as Personal Representative of the Estate of Richard M. McKee to Michael Merrow McKee et al dated June 25, 2001 and recorded at the Penobscot County Registry of Deeds in Book 7782 Page 261.



Bearing/Distance Table		
Line	Bearing	Distance
L1	S 49°13'31" W	630.04'
L2	S 57°44'30" W	872.26'
L3	S 54°33'16" W	±340'
L4	N 54°33'16" E	±285'
L5	N 57°44'30" E	872.26'
L6	N 49°13'31" E	630.04'

Curve Table			
Curve	Radius	Arc Length	Chord Length
C1	5380.15'	423.46'	423.35'
C2	3214.45'	477.78'	477.34'
C3	11109.69'	617.99'	617.91'
C4	11259.69'	626.33'	626.25'
C5	3064.45'	455.49'	455.07'
C6	5530.15'	435.27'	435.16'

1"=1000'

0' 1000'

Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data.

— — Road designated for access easement

Exhibit B – 1
Prentiss & Carlisle Co.
Tax Map 8 Lot 2
Town of Chester, Penobscot County, Maine

09122.01
2/28/11

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

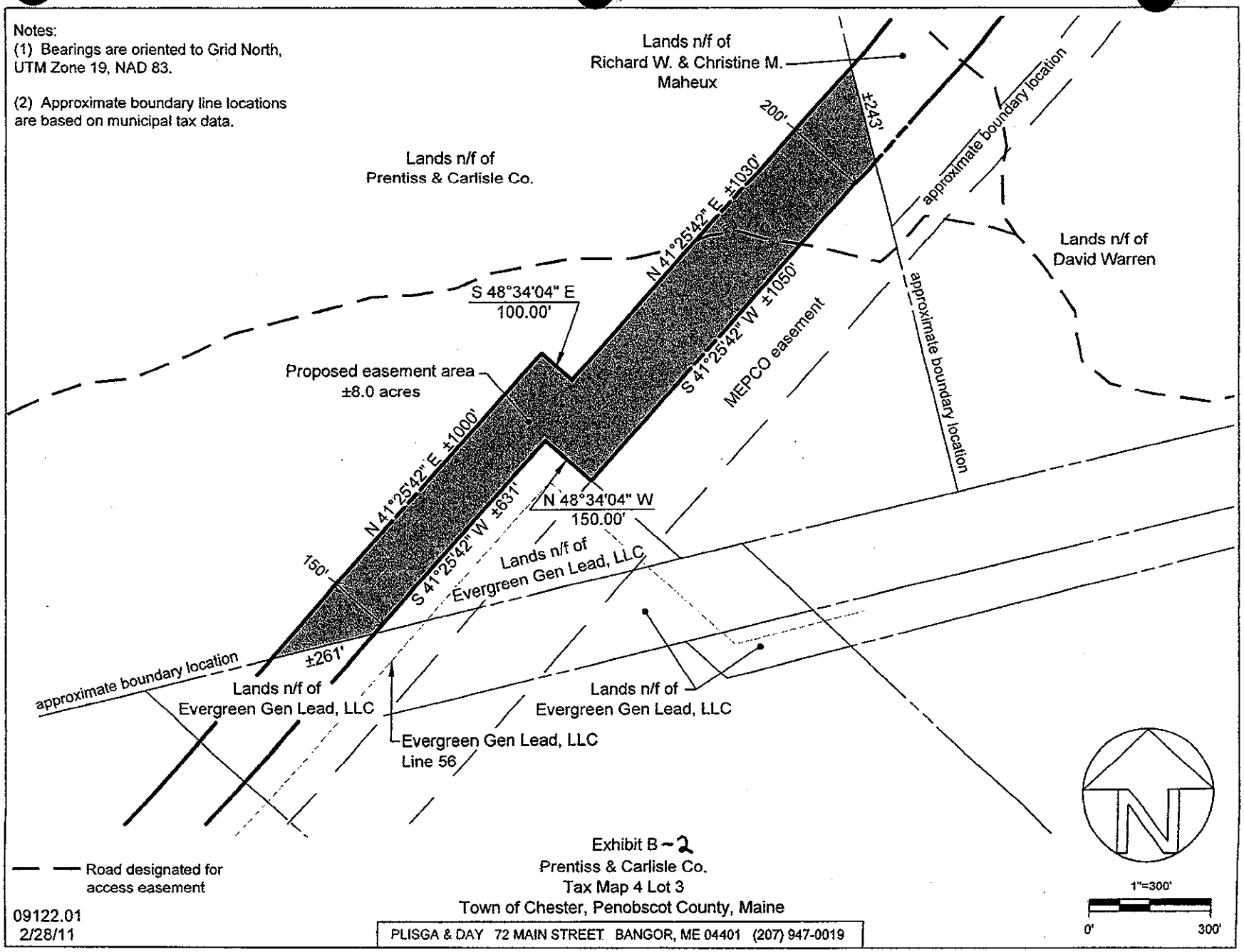

Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.
(2) Approximate boundary line locations are based on municipal tax data.
Lands n/f of
Richard W. & Christine M.
Maheux
Lands n/f of
Prentiss & Carlisle Co.
200'
±243'
N 41°25'42" E ±1030'
S 41°25'42" W ±1050'
approximate boundary location
Lands n/f of
David Warren
S 48°34'04" E
100.00'
Proposed easement area
±8.0 acres
MEPCO easement
approximate boundary location
N 41°25'42" E ±1000'
S 41°25'42" W ±631'
N 48°34'04" W
150.00'
150'
Lands n/f of
Evergreen Gen Lead, LLC
±261'
approximate boundary location
Lands n/f of
Evergreen Gen Lead, LLC
Lands n/f of
Evergreen Gen Lead, LLC
Evergreen Gen Lead, LLC
Line 56
Road designated for access easement
Exhibit B-2
Prentiss & Carlisle Co.
Tax Map 4 Lot 3
Town of Chester, Penobscot County, Maine
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019
1"=300'
0'
300'
09122.01
2/28/11

EXHIBIT B-3

Description of Easement Area

Portion of Chester Tax Map 8, Lot 2

A certain lot or parcel of land situated in Chester, County of Penobscot, State of Maine, as depicted on Exhibit B-1 attached herewith, and more particularly described as follows:

Beginning on the westerly line of a parcel of land now or formerly of Gerrity Family LP at the southwesterly corner of a 150 foot wide transmission line corridor easement through lands of Gerrity Family LP; thence through the lands of said Prentiss & Carlisle Co., et al, South 53 degrees, 44 minutes, 06 seconds West a distance of 2694 feet, more or less, to point; thence through the lands of said Prentiss & Carlisle Co., et al, with a curve turning to the left with a radius of 5380.15 feet, an arc distance of 423.46 feet to a point; thence through the lands of said Prentiss & Carlisle Co., et al, South 49 degrees, 13 minutes, 31 seconds West a distance of 630.04 feet to a point; thence through the lands of said Prentiss & Carlisle Co., et al, with a curve turning to the right with a radius of 3214.45 feet, an arc distance of 477.78 feet to a point; thence through the lands of said Prentiss & Carlisle Co., et al, South 57 degrees, 44 minutes, 30 seconds West a distance of 872.26 feet to a point; thence through the lands of said Prentiss & Carlisle Co., et al, with a curve turning to the left with a radius of 11109.69 feet, an arc distance of 617.99 feet to a point; thence South 54 degrees, 33 minutes, 16 seconds West a distance of 340 feet, more or less, to a point on the easterly line of lands of said Gardner Land Co. and at the southeasterly corner of a 150 foot wide transmission line corridor easement through lands of Gardner Land Co.; thence generally northerly along lands of said Gardner Land Co. and along the easterly end of said 150 foot wide transmission line corridor easement through lands of Gardner Land Co. a distance of 161 feet, more or less, to a point at the northeasterly corner of said easement; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, North 54 degrees, 33 minutes, 16 seconds East a distance of 285 feet, more or less, to a point; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, with a curve turning to the right with a radius of 11259.69 feet, an arc distance of 626.33 feet to a point; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, North 57 degrees, 44 minutes, 30 seconds East a distance of 872.26 feet to a point; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, with a curve turning to the left with a radius of 3064.45 feet, an arc distance of 455.49 feet to a point; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, North 49 degrees, 13 minutes, 31 seconds East a distance of 630.04 feet to a point; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, with a curve turning to the right, with a radius of 5530.15 feet, an arc distance of 435.27 feet to a point; thence along the northerly line of lands of said Prentiss & Carlisle Co., et al, North 53 degrees, 44 minutes, 06 seconds East a distance of 2756 feet, more or less, to a point on the westerly line of lands of said Gerrity Family LP and at the northwesterly corner of a 150 foot wide transmission line corridor easement through lands of Gerrity Family LP; thence generally southerly along lands of said Gerrity Family LP and along the westerly end of said 150 foot wide transmission line corridor easement through lands of Gerrity Family LP a distance of 163 feet, more or less, to the point of beginning, enclosing 20.9 acres, more or less.

Bearings referenced herein are oriented to Grid North, UTM Zone 19, NAD 83.

EXHIBIT B-4

Description of Easement Area

Portion of Chester Tax Map 4, Lot 3

A certain lot or parcel of land situated in Chester, County of Penobscot, State of Maine, as depicted on Exhibit B-2 attached herewith, and more particularly described as follows:

Beginning at a point on the westerly line of lands of Richard W. and Christine M. Maheux at the southwesterly corner of a 200 foot wide transmission line corridor easement through lands of said Maheux; thence through the lands of Prentiss and Carlisle Co., et al, and along the northwesterly line of the so-called MEPCO easement South 41 degrees, 25 minutes, 42 seconds West a distance of 1050 feet, more or less, to a point on the northeasterly line of Evergreen Gen Lead, LLC; thence along the northeasterly line of Evergreen Gen Lead, LLC North 48 degrees, 34 minutes, 04 seconds West a distance of 150.0 feet to the northeasterly corner; thence along the northwesterly line of Evergreen Gen Lead, LLC South 41 degrees, 25 minutes, 42 seconds West a distance of 631 feet, more or less, to the northeasterly corner of a 150 foot wide transmission line corridor easement through lands of said Evergreen Gen Lead, LLC; thence along the northerly line of Evergreen Gen Lead, LLC and the northerly end of said 150 foot wide transmission line corridor easement through lands of said Evergreen Gen Lead, LLC in a generally westerly direction a distance of 261 feet, more or less, to the northwesterly corner of said 150 foot wide transmission line corridor easement; thence through the lands of Prentiss and Carlisle Co., et al, North 41 degrees, 25 minutes, 42 seconds East a distance of 1000 feet, more or less, to a point; thence through the lands of Prentiss and Carlisle Co., et al, South 48 degrees, 34 minutes, 04 seconds East a distance of 100.0 feet to a point; thence North 41 degrees, 25 minutes, 42 seconds East a distance of 1030 feet, more or less, to the northwesterly corner of a 200 foot wide transmission line corridor easement through lands of said Maheux; thence along the westerly line of said Maheux and the westerly end of said 200 foot wide transmission line corridor easement through lands of said Maheux in a generally southerly direction a distance of 243 feet, more or less, to the point of beginning, enclosing 8.0 acres, more or less.

Bearings referenced herein are oriented to Grid North, UTM Zone 19, NAD 83.

EXHIBIT C

Pre-existing Encumbrances

1. All land use, environmental, building and zoning laws, ordinances regulations, rules, orders and licenses of governmental authority affecting the Easement Area.

2. Easements, covenants and restrictions of record to the extent that they affect the Easement Area.

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Bk 12334 Ps293 #36874
12-01-2010 @ 02:59p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **EVERGREEN GEN LEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Town of Chester, County of Penobscot, Maine, described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibits B-1, B-2 and B-3** attached hereto (collectively, **"Exhibit B"**) as the "Easement Area" (collectively, the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement

Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with quitclaim covenant, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with quitclaim covenant, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Relocation of Easements**. The exact locations and routes of the Transmission and Telecommunication Easement may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. With the prior written consent of Grantor, which shall not be unreasonably withheld, Grantee shall have the exclusive right and easement to relocate or reroute the locations and routes of and the Easement Area, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

6. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements arising or occurring by, through

and under Grantor. The term "quitclaim covenant" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

7. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

8. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee

shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

9. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

10. **Grantee's Default**. If Grantee fails to comply with any material obligations hereunder, and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

11. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Easement rights granted hereunder. These various security interests in all or a part of the Easement rights grant hereunder are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

12. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate

leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and Easements herein conveyed (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

13. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

14. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

15. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

16. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Evergreen Gen Lead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

17. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

18. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

19. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

20. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

21. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and

severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

22. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

23. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

24. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

25. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Evergreen Gen Lead, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November, 2010.

EVERGREEN GEN LEAD, LLC

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK November 30, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, the member of Evergreen Gen Lead, LLC, as aforesaid, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said limited liability companies.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, Maine GenLead, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK November 30, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, the member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SEAL

EXHIBIT A

List of Source Deeds

Attached to that certain Transmission Easement Agreement by and between Evergreen Gen Lead, LLC, a Delaware limited liability company, as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, as Grantee

Chester 9-3

1. Indenture dated January 28, 2010 by and between Evergreen Wind Power V, LLC, a Delaware limited liability company, and Evergreen Gen Lead, LLC, a Delaware limited liability company, recorded January 28, 2010 in Book 12041, Page 268, at the Penobscot County Registry of Deeds.

2. Warranty Deed from Ricky Deloge, Sr. to Evergreen Wind Power V, LLC dated June 14, 2007 and recorded at the Penobscot County Registry of Deeds in Book 11012 Page 347.

Chester 10-7

1. Indenture dated January 28, 2010 by and between Evergreen Wind Power V, LLC, a Delaware limited liability company, and Evergreen Gen Lead, LLC, a Delaware limited liability company, recorded January 28, 2010 in Book 12041, Page 268, at the Penobscot County Registry of Deeds.

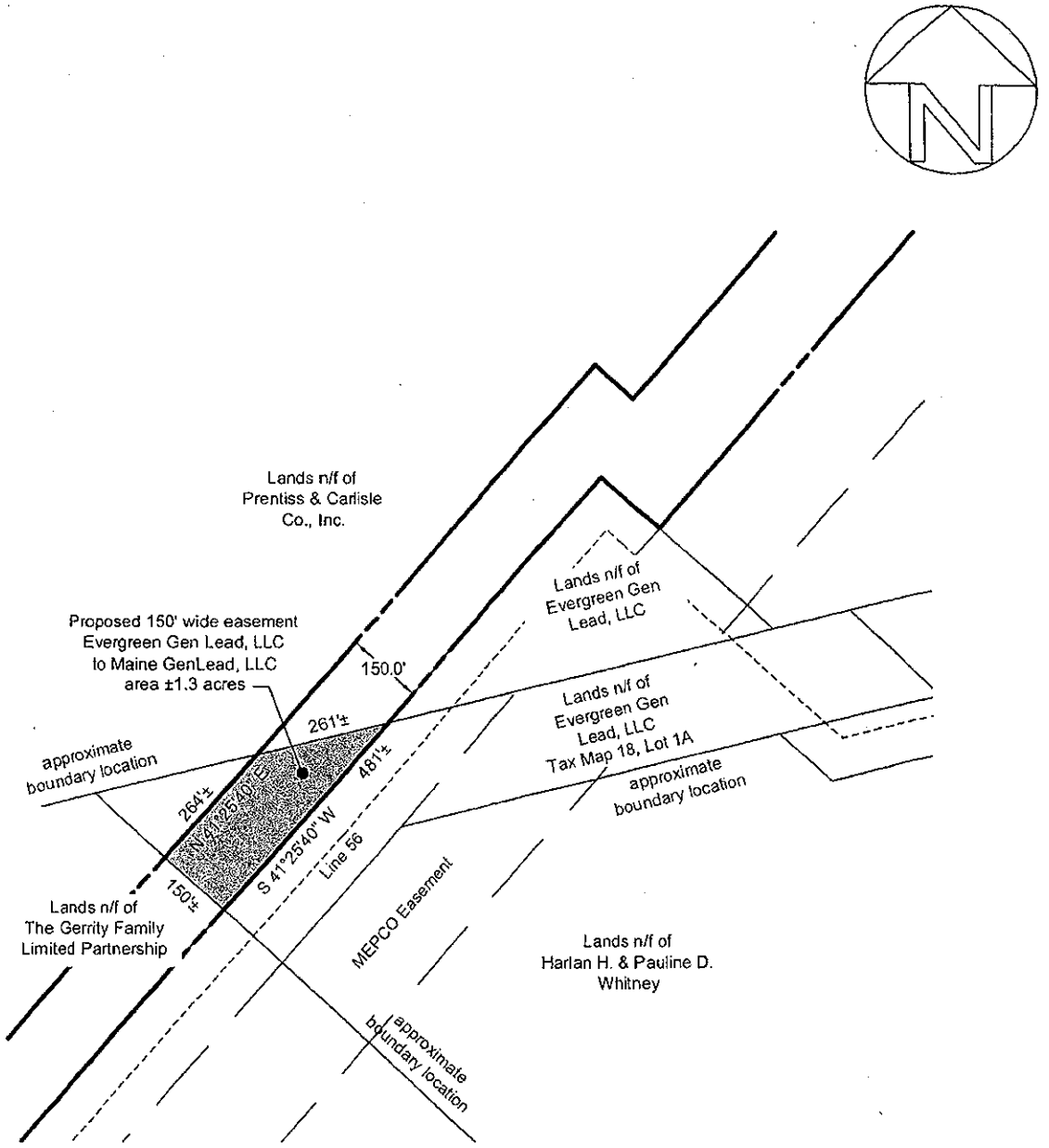
2. Deed dated April 28, 2008 by and between Donald Morin and Elizabeth A. Morin and Evergreen Wind Power V, LLC, a Delaware limited liability company, recorded in Book 11379, Page 121, at the Penobscot County Registry of Deeds.

Chester 18-1-1

1. Indenture dated January 28, 2010 by and between Evergreen Wind Power V, LLC, a Delaware limited liability company, and Evergreen Gen Lead, LLC, a Delaware limited liability company, recorded January 28, 2010 in Book 12041, Page 268, at the Penobscot County Registry of Deeds.

2. Quitclaim Deed from Harlan H. Whitney and Pauline D. Whitney to Evergreen Wind Power V, LLC dated March 26, 2008 and recorded at the Penobscot County Registry of Deeds in Book 11338 Page 154 and by Quitclaim Deed dated June 24, 2008 and recorded at the Penobscot County Registry of Deeds in Book 11444 Page 114.

EXHIBIT B
Depictions of Easement Areas



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

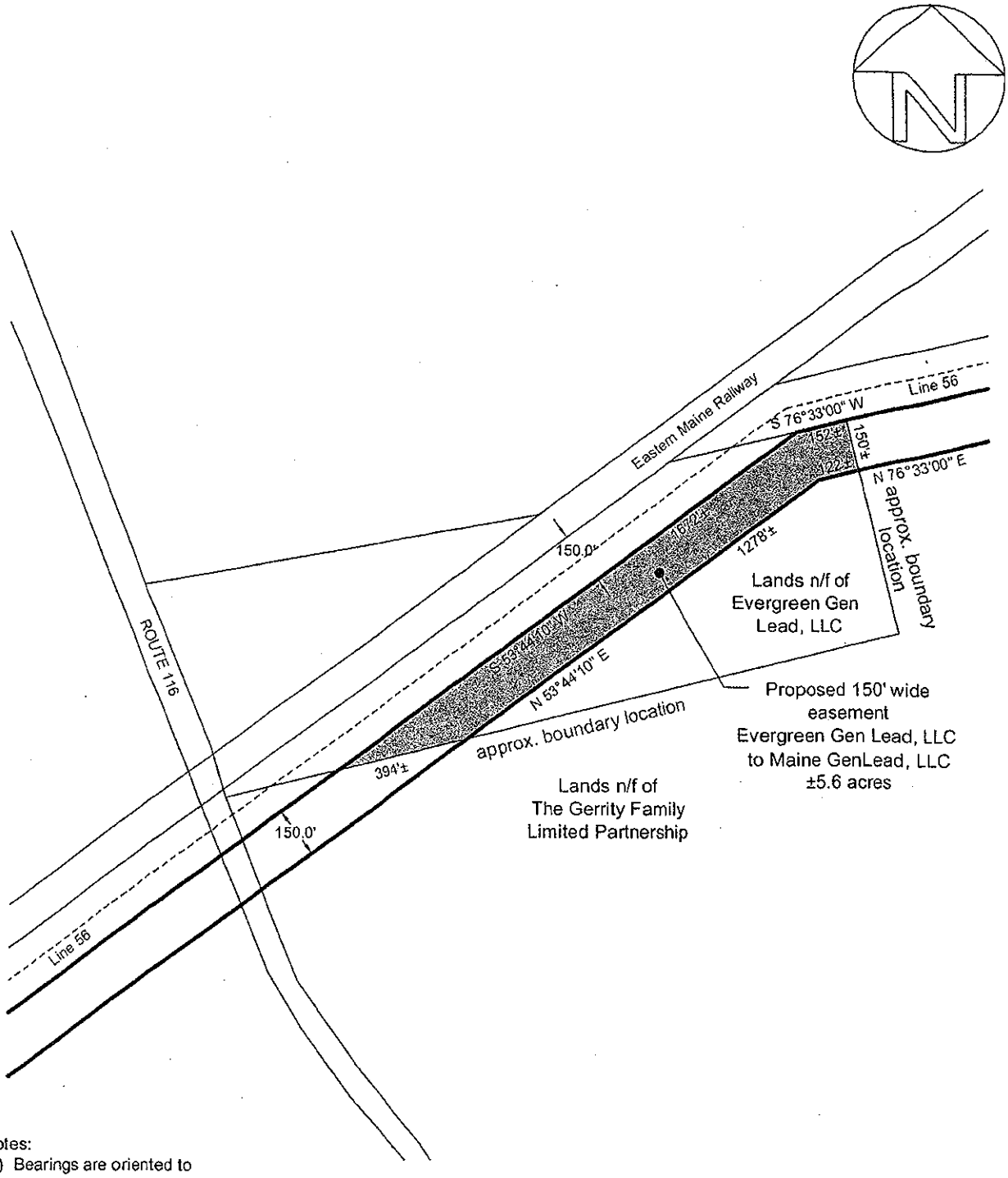
(2) Approximate boundary line locations are based on limited field work and evidence visible in aerial photography.

09122.01
9/02/2010

Exhibit B-1
Evergreen Gen Lead, LLC
Tax Map 18 Lot 1A
Chester, Penobscot County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=300'
0' 300'



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

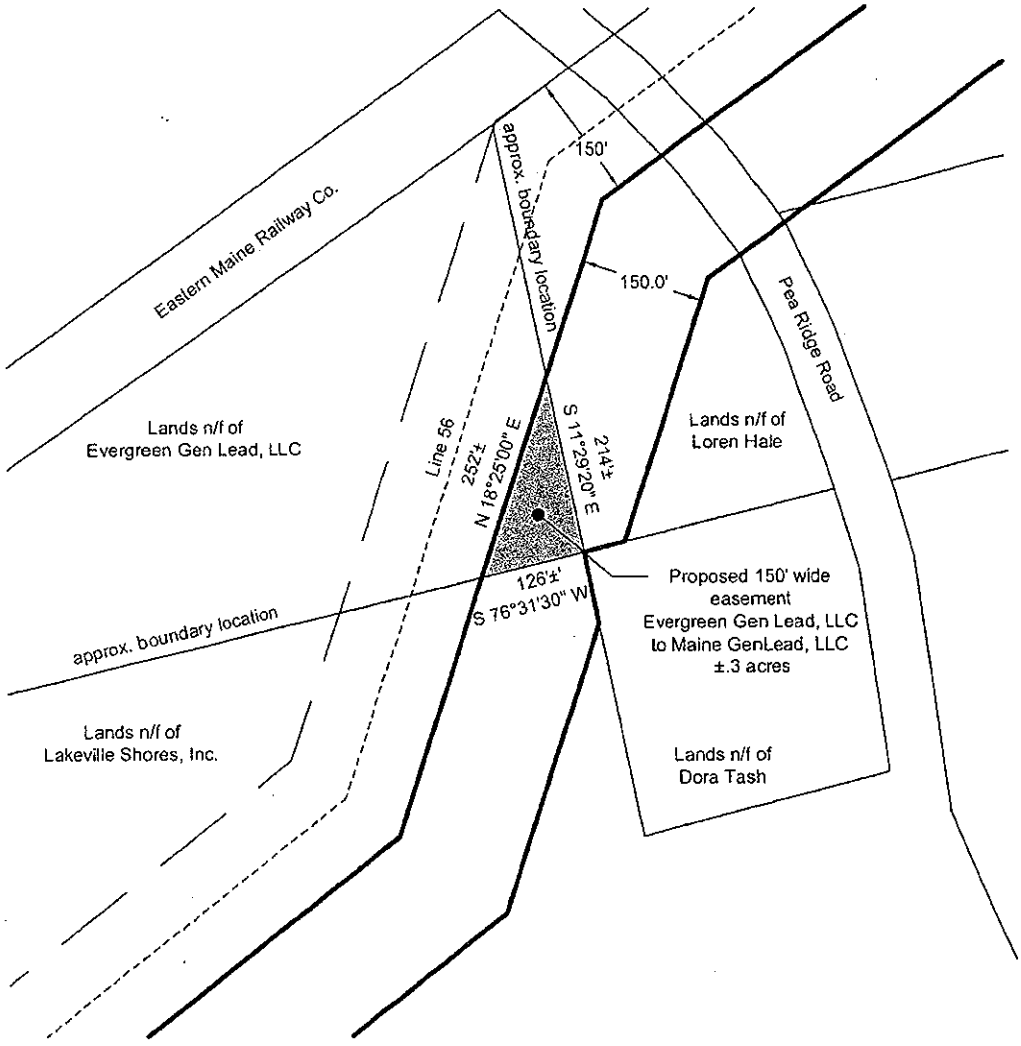
(2) Approximate boundary line locations are based on limited field work and evidence visible in aerial photography.

09122.01
9/02/2010

Exhibit B-3
Evergreen Gen Lead, LLC
Tax Map 9 Lot 3
Chester, Penobscot County, Maine

1"=400'
0' 400'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on limited field work and evidence visible in aerial photography.

09122.01
9/02/2010

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Exhibit B-2
Evergreen Gen Lead, LLC
Tax Map 10 Lot 7
Chester, Penobscot County, Maine

1"=200'
0' 200'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

Bk 12023 Pg249 #398
01-06-2010 @ 10:21a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **The Gerrity Family Limited Partnership,** a Massachusetts limited partnership, with a mailing address of 90 Oak Street, Newton Upper Falls, Massachusetts, 02464 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Chester, County of Penobscot, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary

vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial

Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** (**"Pre-existing Encumbrances"**). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights

granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any

Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii)

three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: The Gerrity Family Limited Partnership
c/o James F. Gerrity III, Managing Partner
90 Oak Street
Newton Upper Falls, MA 02464

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The **"Effective Date"** shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **THE GERRITY FAMILY LIMITED PARTNERSHIP**, has executed or caused this instrument to be executed by its duly authorized representative this 10th day of December, 2009.

THE GERRITY FAMILY LIMITED PARTNERSHIP,
a Massachusetts limited partnership

By: Cramond Limited Liability Company,
a Massachusetts limited liability company
Its General Partner

By: _____
James F. Gerrity, III, Managing Partner

STATE OF MASSACHUSETTS §
§
COUNTY OF ~~SUFFOLK~~ Middlesex §

December 10, 2009

Personally appeared the above-named James F. Gerrity III, Managing Partner of The Cramond Limited Liability Company, a Massachusetts limited liability company, General Partner of The Gerrity Family Limited Partnership, a Massachusetts limited partnership, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited partnership.

Before me,

_____
Notary Public

Print Name of Notary: Richard A. Skerry, Jr.

RICHARD A. SKERRY, JR.
Notary Public
Commonwealth of Massachusetts
My Comm. Expires July 6, 2012

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, MAINE GENLEAD, LLC has caused this instrument to be executed by its duly authorized representative this 28th day of December, 2009.

MAINE GENLEAD, LLC

By: _____

Name: Evelyn Lim

Its: Secretary

Commonwealth

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § December 28th, 2009

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor

Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

List of Source Deeds or Attach Source Deed

Attached to that certain Transmission Easement Agreement by and between The Gerrity Family Limited Partnership, a Massachusetts limited partnership, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Short Form Quitclaim Deed Without Covenant dated December 22, 1997 by and between Ruth M. Gerrity and The Gerrity Family Limited Partnership, a Massachusetts limited partnership, recorded on December 31, 1997 in Book 6573, Page 260, being the same premises deeded to Ora A. Fleming by Fred W. Scott deed recorded in the Penobscot Registry Vol. 977, Page 441 being also the same premises deeded to the Town of Chester by Ora A. Fleming deed dated March 9, 1938 recorded in Penobscot Registry Vol. 1245, Page 489, Page 441 being also the same premises deeded to Edward J. Whitney deed dated February 15, 1947 recorded in Penobscot Registry Book 1232, Page 205.

2. Short Form Quitclaim Deed Without Covenant dated December 22, 1997 by and between Ruth M. Gerrity and The Gerrity Family Limited Partnership, a Massachusetts limited partnership, recorded on December 31, 1997 in Book 6573, Page 262, being the same premises as described in a Warranty Deed of J. Frank Gerrity, II to the said Ruth M. Gerrity dated April 28, 1992, and recorded in Book 5065, Page 280 at the Penobscot County Registry of Deeds.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

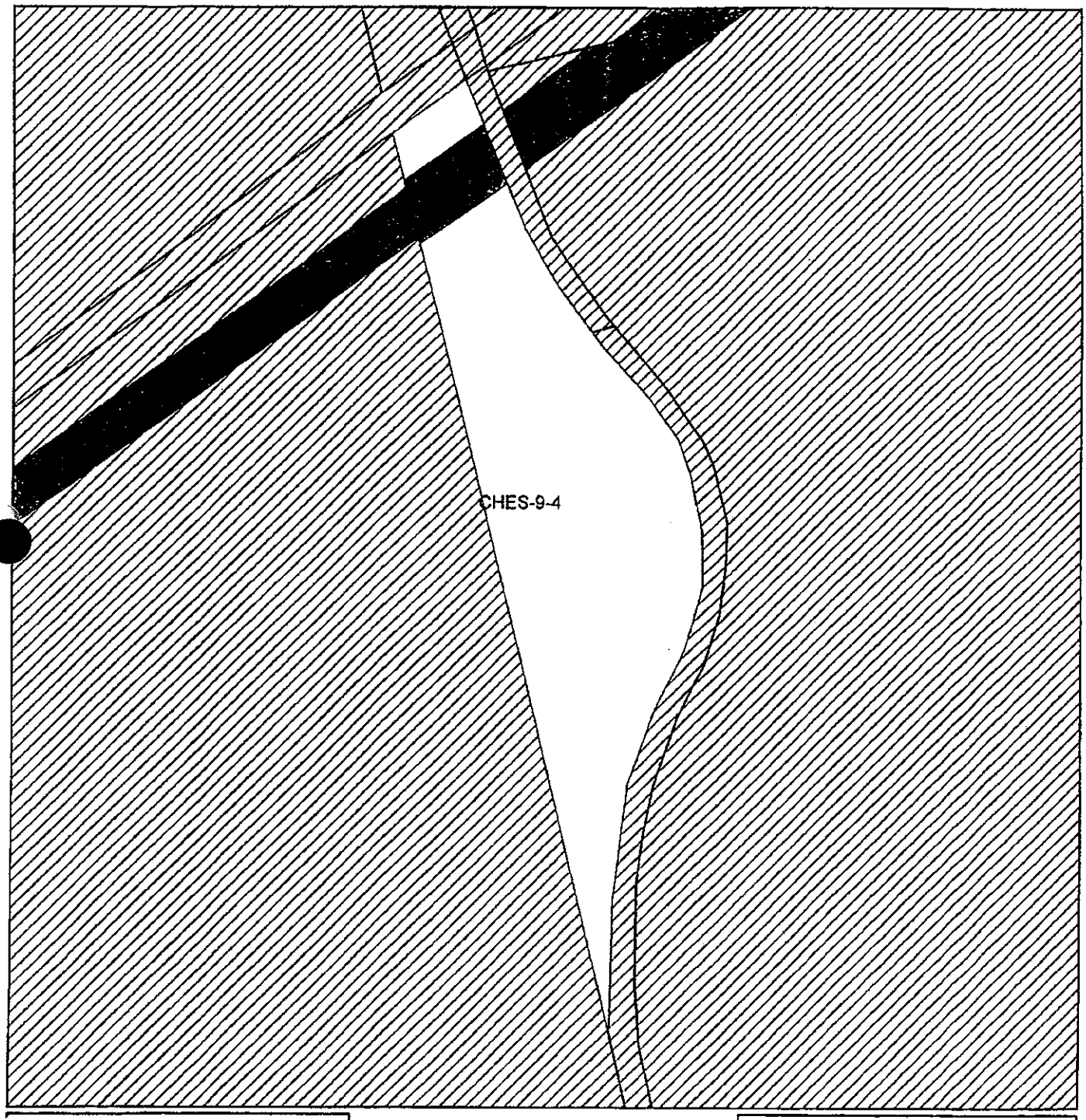


EXHIBIT B

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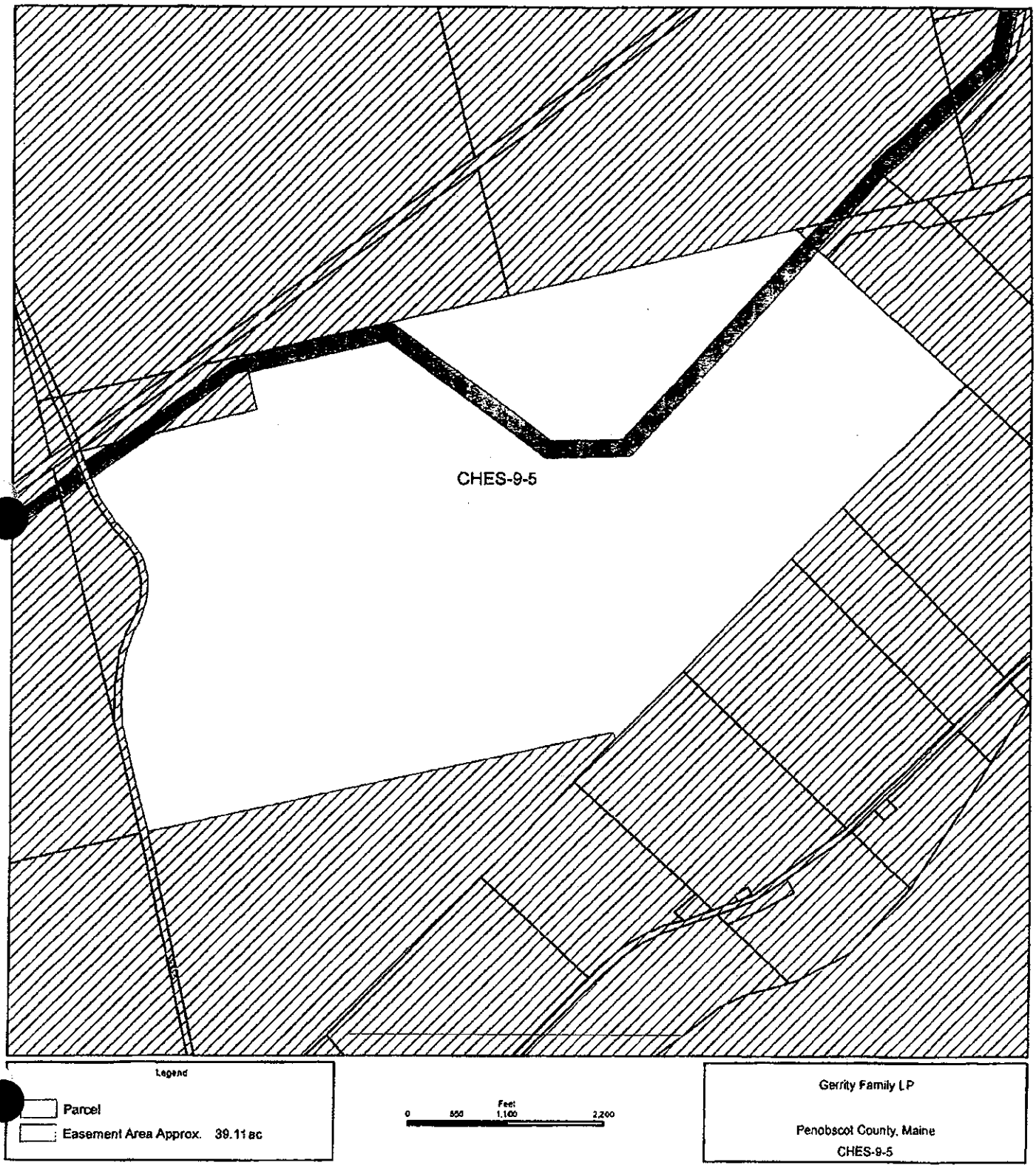

EXHIBIT C

Pre-existing Encumbrances

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Bk 12023 Pg249 #398
01-06-2010 @ 10:21a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **The Gerrity Family Limited Partnership,** a Massachusetts limited partnership, with a mailing address of 90 Oak Street, Newton Upper Falls, Massachusetts, 02464 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Chester, County of Penobscot, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary

vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial

Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** (**"Pre-existing Encumbrances"**). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights

granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any

Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii)

three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: The Gerrity Family Limited Partnership
c/o James F. Gerrity III, Managing Partner
90 Oak Street
Newton Upper Falls, MA 02464

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits**. All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **THE GERRITY FAMILY LIMITED PARTNERSHIP**, has executed or caused this instrument to be executed by its duly authorized representative this 10th day of December, 2009.

THE GERRITY FAMILY LIMITED PARTNERSHIP,
a Massachusetts limited partnership

By: Cramond Limited Liability Company,
a Massachusetts limited liability company
Its General Partner

By: _____
James F. Gerrity, III, Managing Partner

STATE OF MASSACHUSETTS §
§
COUNTY OF ~~SUFFOLK~~ Middlesex §

December 10, 2009

Personally appeared the above-named James F. Gerrity III, Managing Partner of The Cramond Limited Liability Company, a Massachusetts limited liability company, General Partner of The Gerrity Family Limited Partnership, a Massachusetts limited partnership, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited partnership.

Before me,

_____
Notary Public

Print Name of Notary: Richard A. Skerry, Jr.

RICHARD A. SKERRY, JR.
Notary Public
Commonwealth of Massachusetts
My Comm. Expires July 6, 2012

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, MAINE GENLEAD, LLC has caused this instrument to be executed by its duly authorized representative this 28th day of December, 2009.

MAINE GENLEAD, LLC

By: _____
Name: Evelyn Lim
Its: secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § December 28th, 2009

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

List of Source Deeds or Attach Source Deed

Attached to that certain Transmission Easement Agreement by and between The Gerrity Family Limited Partnership, a Massachusetts limited partnership, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

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Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

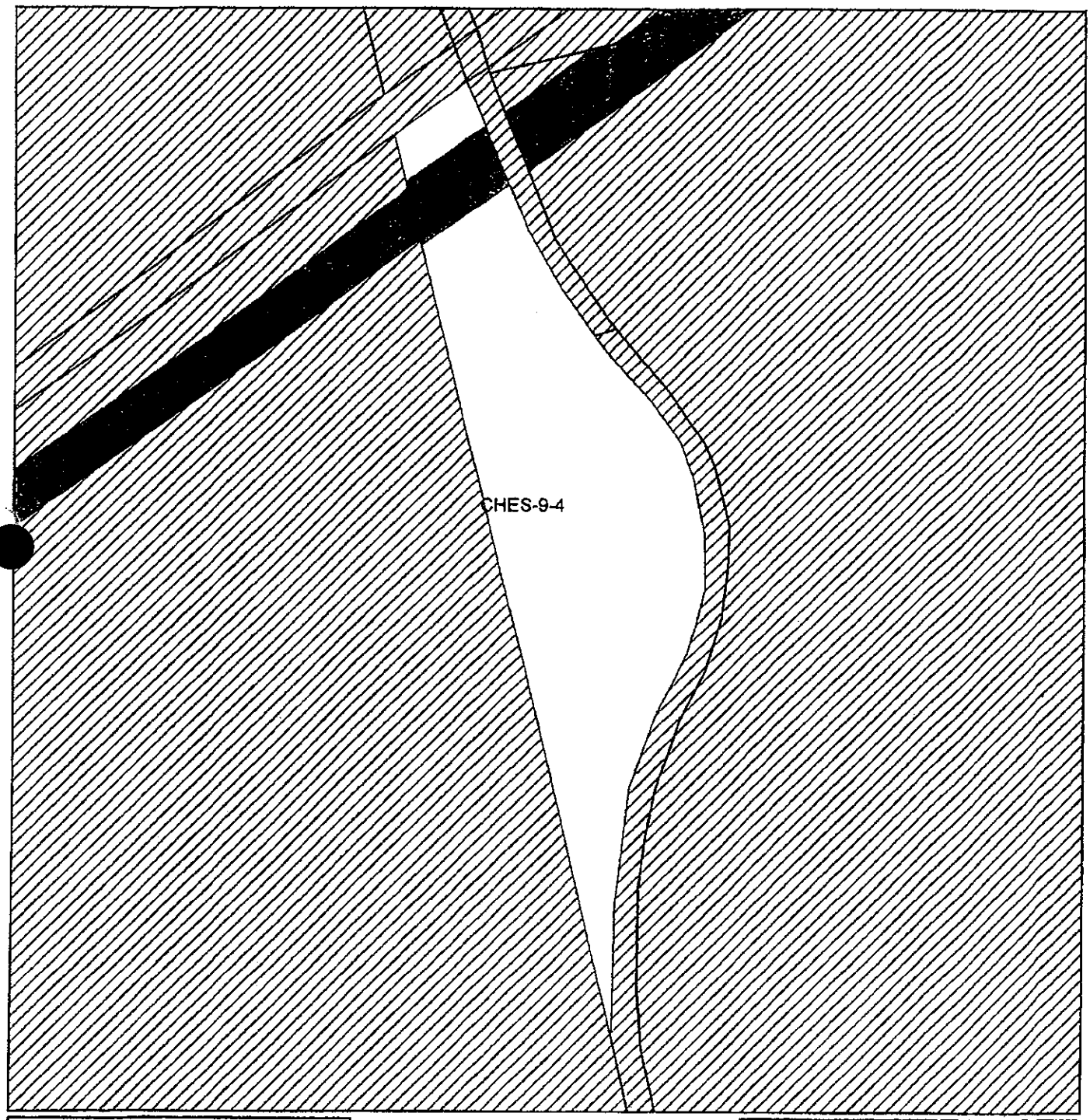


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

EXHIBIT C

Pre-existing Encumbrances

PENOBSCOT COUNTY, MAINE
Register of Deeds

Bk 12334 Pg293 #36874
12-01-2010 @ 02:59p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **EVERGREEN GEN LEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Town of Chester, County of Penobscot, Maine, described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibits B-1, B-2 and B-3** attached hereto (collectively, **"Exhibit B"**) as the "Easement Area" (collectively, the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement

Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with quitclaim covenant, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with quitclaim covenant, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Relocation of Easements**. The exact locations and routes of the Transmission and Telecommunication Easement may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. With the prior written consent of Grantor, which shall not be unreasonably withheld, Grantee shall have the exclusive right and easement to relocate or reroute the locations and routes of and the Easement Area, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

6. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements arising or occurring by, through

and under Grantor. The term "quitclaim covenant" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

7. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

8. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee

shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

9. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

10. **Grantee's Default**. If Grantee fails to comply with any material obligations hereunder, and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

11. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Easement rights granted hereunder. These various security interests in all or a part of the Easement rights grant hereunder are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

12. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate

leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and Easements herein conveyed (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

13. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

14. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

15. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

16. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Evergreen Gen Lead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

17. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

18. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

19. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

20. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

21. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and

severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

22. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

23. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

24. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

25. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Evergreen Gen Lead, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November, 2010.

EVERGREEN GEN LEAD, LLC

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK November 30, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, the member of Evergreen Gen Lead, LLC, as aforesaid, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said limited liability companies.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, Maine GenLead, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK November 30, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, the member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said limited liability companies.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SEAL

EXHIBIT A

List of Source Deeds

Attached to that certain Transmission Easement Agreement by and between Evergreen Gen Lead, LLC, a Delaware limited liability company, as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, as Grantee

Chester 9-3

1. Indenture dated January 28, 2010 by and between Evergreen Wind Power V, LLC, a Delaware limited liability company, and Evergreen Gen Lead, LLC, a Delaware limited liability company, recorded January 28, 2010 in Book 12041, Page 268, at the Penobscot County Registry of Deeds.

2. Warranty Deed from Ricky Deloge, Sr. to Evergreen Wind Power V, LLC dated June 14, 2007 and recorded at the Penobscot County Registry of Deeds in Book 11012 Page 347.

Chester 10-7

1. Indenture dated January 28, 2010 by and between Evergreen Wind Power V, LLC, a Delaware limited liability company, and Evergreen Gen Lead, LLC, a Delaware limited liability company, recorded January 28, 2010 in Book 12041, Page 268, at the Penobscot County Registry of Deeds.

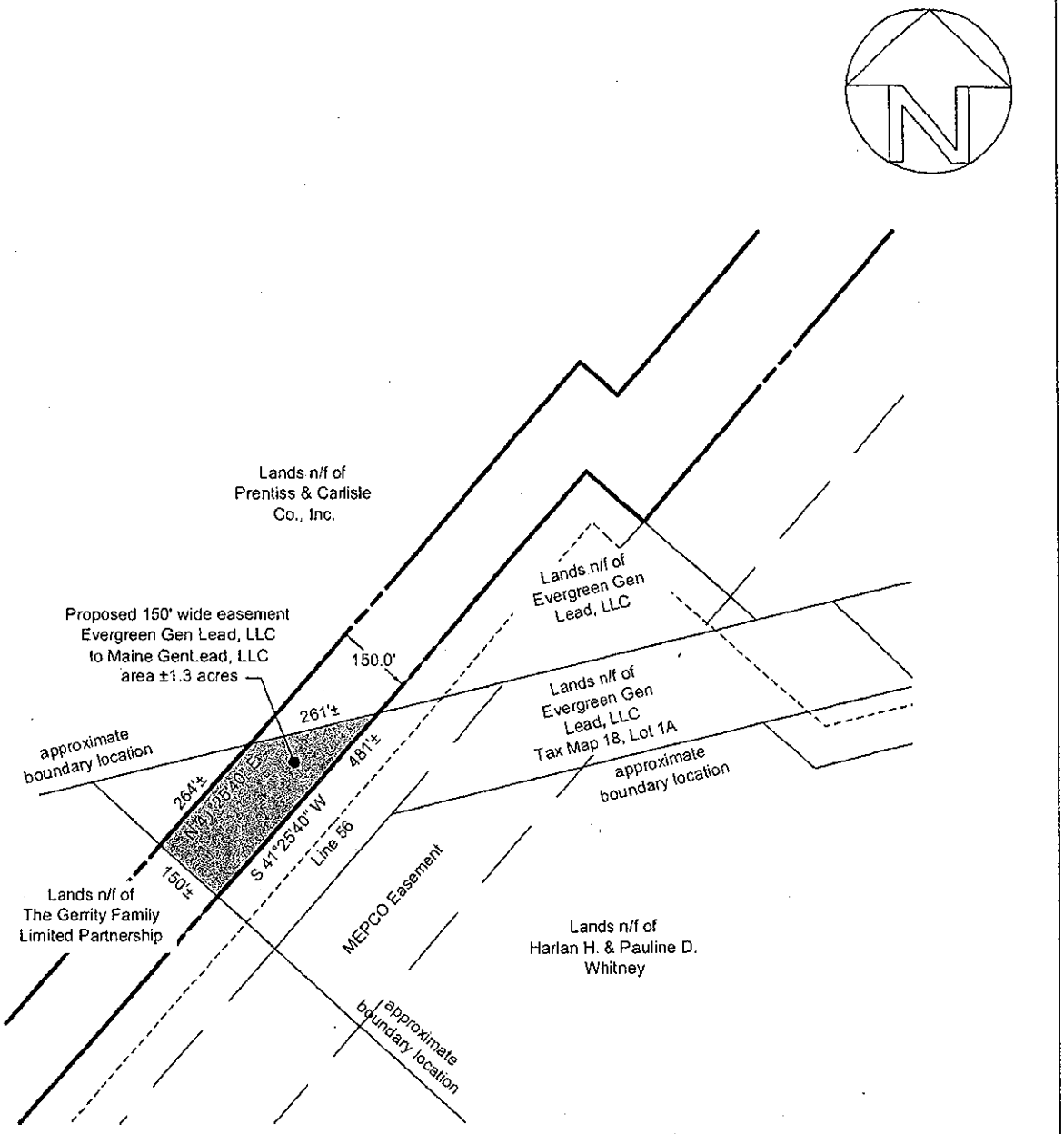
2. Deed dated April 28, 2008 by and between Donald Morin and Elizabeth A. Morin and Evergreen Wind Power V, LLC, a Delaware limited liability company, recorded in Book 11379, Page 121, at the Penobscot County Registry of Deeds.

Chester 18-1-1

1. Indenture dated January 28, 2010 by and between Evergreen Wind Power V, LLC, a Delaware limited liability company, and Evergreen Gen Lead, LLC, a Delaware limited liability company, recorded January 28, 2010 in Book 12041, Page 268, at the Penobscot County Registry of Deeds.

2. Quitclaim Deed from Harlan H. Whitney and Pauline D. Whitney to Evergreen Wind Power V, LLC dated March 26, 2008 and recorded at the Penobscot County Registry of Deeds in Book 11338 Page 154 and by Quitclaim Deed dated June 24, 2008 and recorded at the Penobscot County Registry of Deeds in Book 11444 Page 114.

EXHIBIT B
Depictions of Easement Areas



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

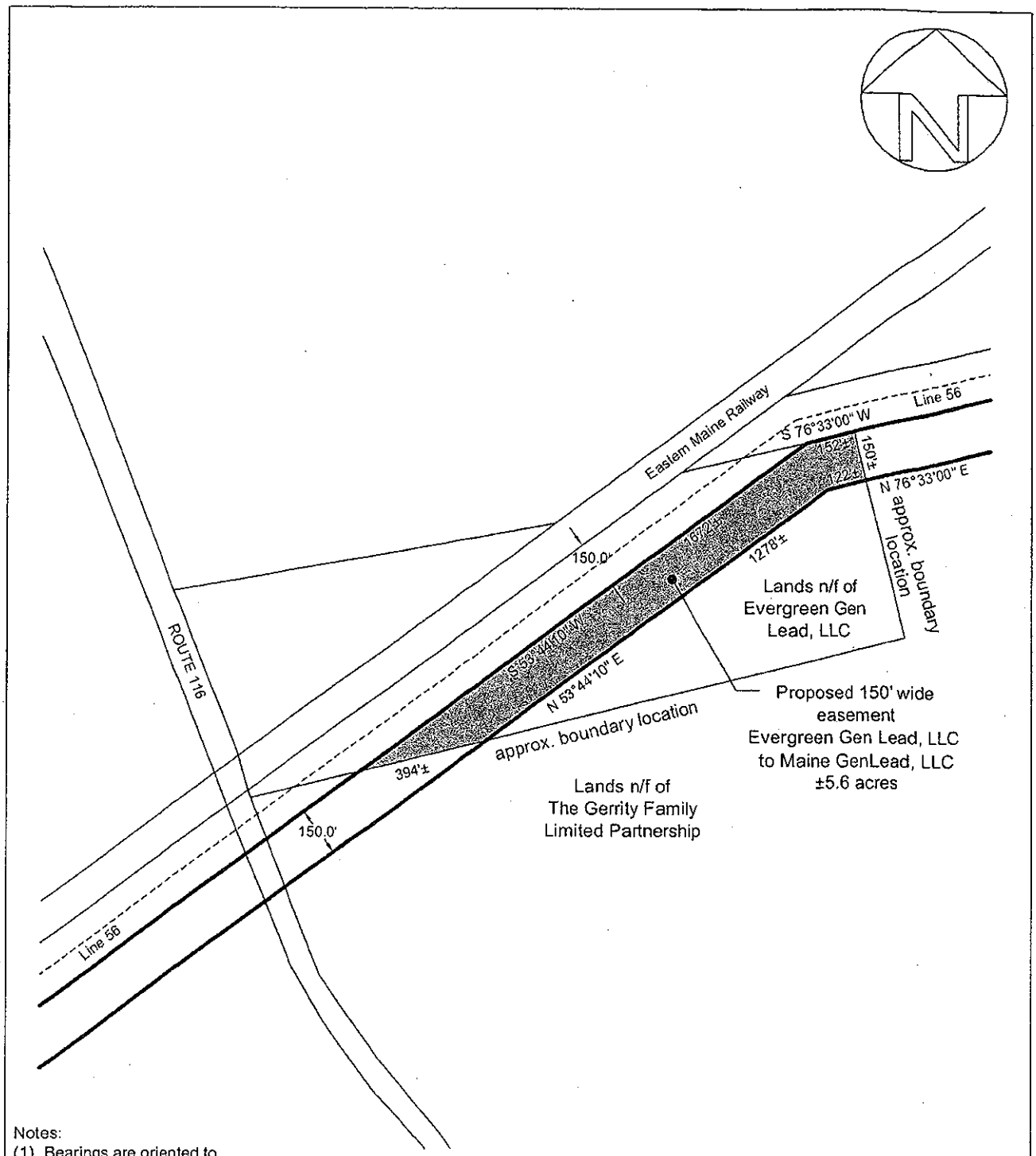
(2) Approximate boundary line locations are based on limited field work and evidence visible in aerial photography.

09122.01
9/02/2010

Exhibit B-1
Evergreen Gen Lead, LLC
Tax Map 18 Lot 1A
Chester, Penobscot County, Maine

1"=300'
0' 300'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

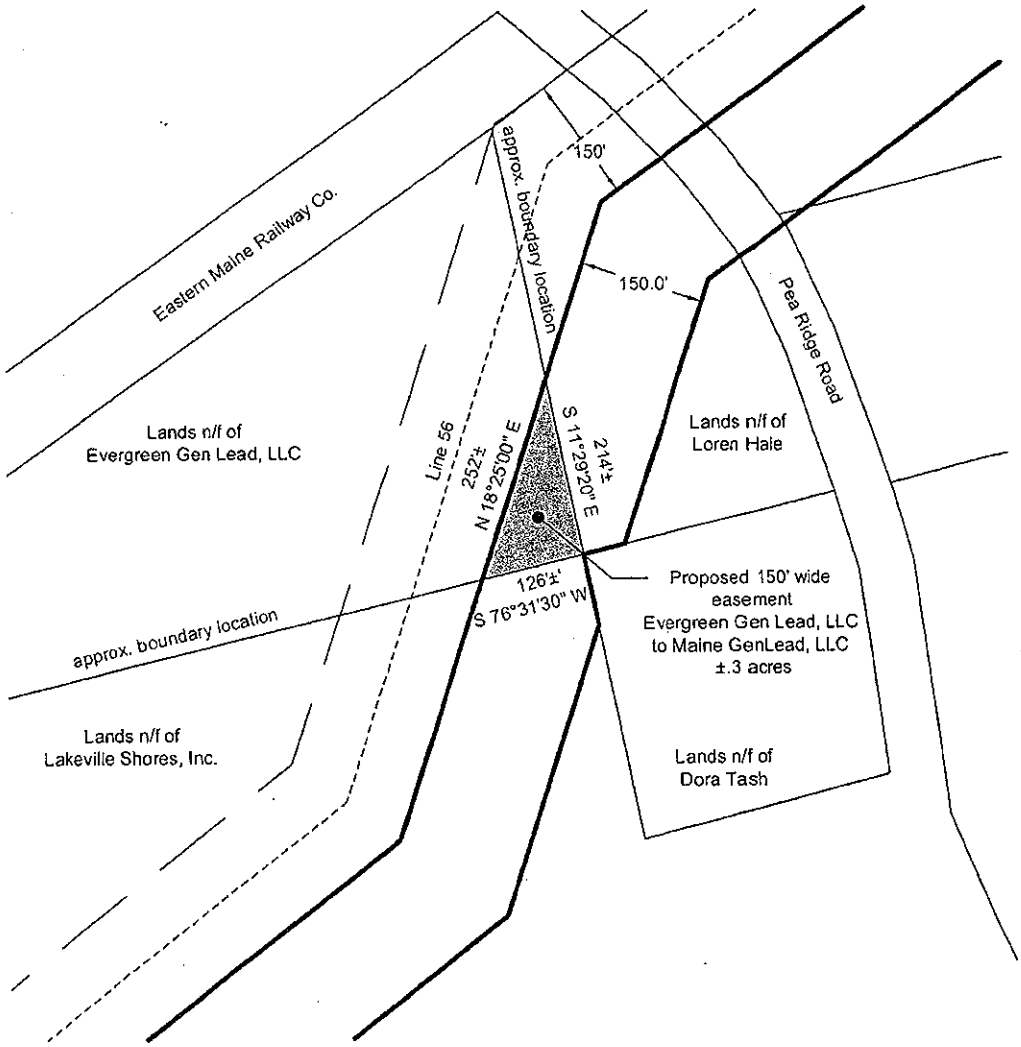
(2) Approximate boundary line locations are based on limited field work and evidence visible in aerial photography.

09122.01
9/02/2010

Exhibit B-3
Evergreen Gen Lead, LLC
Tax Map 9 Lot 3
Chester, Penobscot County, Maine

1"=400'
0' 400'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on limited field work and evidence visible in aerial photography.

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Exhibit B-2
Evergreen Gen Lead, LLC
Tax Map 10 Lot 7
Chester, Penobscot County, Maine

1"=200'
0' 200'

09122.01
9/02/2010

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

Bk 12061 Ps290 #4800
02-25-2010 @ 09:42a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **Loren A. Hale and Joyce M. Hale,** husband and wife, as joint tenants, with a mailing address of 22 Sweet Road, Lincoln, Maine 04457 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Chester, County of Penobscot, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary

vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial

Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights

granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails to comply with the terms of this Agreement, then Grantor shall, as its sole remedy, retain all payments made by Grantee hereunder as liquidated damages, and all other obligations of either Party hereunto shall cease. Grantor and Grantee represent to each other that in the event of Grantee's default, Grantor's actual damages would be difficult or impossible to determine with accuracy. The liquidated damages clause as set forth in this paragraph is for the convenience of the Parties, and is the Parties' best estimate of the actual damage which they anticipate Grantor may incur as a result of Grantee's default.

13. **Right to Mortgage**. Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and

timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Loren A. Hale and Joyce M. Hale
22 Sweet Road
Lincoln, ME 04457

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500,
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall

include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits**. All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **LOREN A. HALE**, has executed this instrument this 11th day of January, ~~2009~~. 2010

Loren A. Hale

STATE OF MAINE §
§
COUNTY OF Penobscot §

1/11, ~~2009~~. 2010

Personally appeared the above-named LOREN A. HALE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Wendi L Ireland
Notary Public
MY COMMISSION EXPIRES ON SEPT. 25, 2014

Print Name of Notary: Wendi L Ireland

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **JOYCE M. HALE**, has executed this instrument this 11th day of January, ~~2009~~. 2010

Joyce M. Hale

STATE OF MAINE §
§
COUNTY OF Penobscot §

1/11, ~~2009~~. 2010

Personally appeared the above-named JOYCE M. HALE and acknowledged the foregoing instrument to be her free act and deed.

Before me,

SEAL

Wendi L Ireland
Notary Public
MY COMMISSION EXPIRES ON SEPT. 25, 2014

Print Name of Notary: Wendi L Ireland

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 18th day of February, ~~2009~~ 2010

MAINE GENLEAD, LLC

By: _____

Name: Elizabeth Weir

Its: Assistant Secretary

COMMONWEALTH

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § Feb 18, 2009.

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____

Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SEAL

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Loren A. Hale and Joyce M. Hale, husband and wife, as joint tenants, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Warranty Deed dated October 18, 2004 by and between Raymond J. Pelkey and Shirley M. Pelkey, husband and wife, and Loren A. Hale and Joyce M. Hale, husband and wife, as joint tenants, with warranty covenants, recorded on October 20, 2004 in Book 9590, Page 233, at the Register of Deeds, Penobscot County, Maine.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

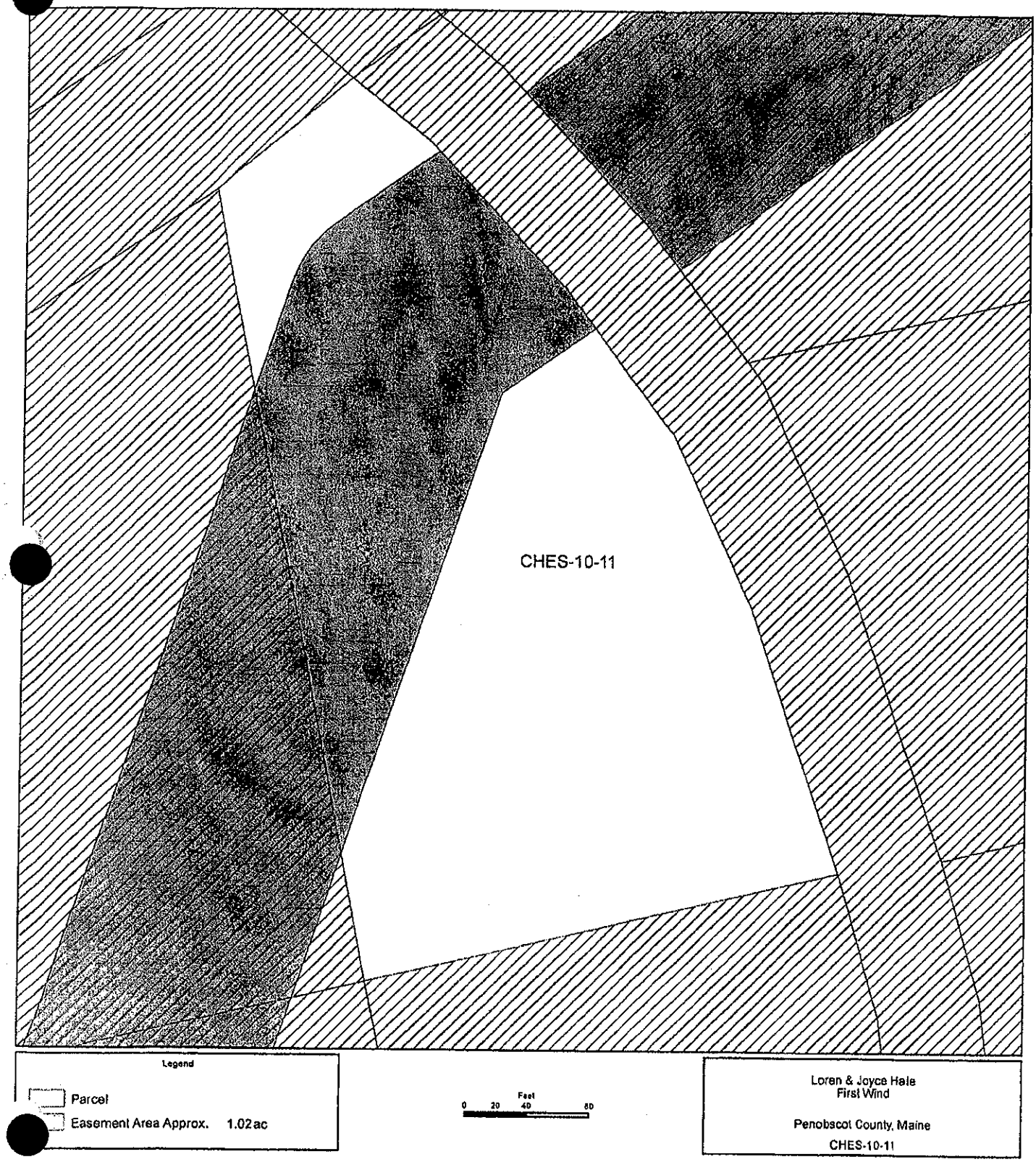


EXHIBIT C

Pre-existing Encumbrances

PENOBSCOT COUNTY, MAINE
Register of Deeds

Bk 12095 Pg318 #8979
04-07-2010 @ 10:48a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **ROSCOE TASH and MARLENE TASH,** husband and wife, as joint tenants, with a mailing address of RR 3, Lincoln, ME 04457 ("**Grantor**") and **Maine Genlead, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township of Chester, Penobscot County, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "Access Easement") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the

road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary

herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor.**

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor.** Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference.** Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights

granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default**. If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage**. Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be

reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Roscoe Tash and Marlene Tash
RR 3
Lincoln, ME 04457

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits**. All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. **Memorial Site.** Grantee acknowledges that there is a memorial site located on the Land. Grantee agrees to take all necessary precautions to protect and not disturb this memorial site.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **ROSCOE TASH,** has executed this instrument this 22 day of Feb, 2010.

Roscoe E Tash
Roscoe Tash

STATE OF MAINE §
§
COUNTY OF Penobscot § 2/22, 2010

Personally appeared the above-named ROSCOE TASH and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Carol M. Dawson
Notary Public

Print Name of Notary: Carol M. Dawson

CAROL M. DAWSON
Notary Public • State of Maine
My Commission Expires July 7, 2011

SEAL

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MARLENE TASH**, has executed this instrument this 22 day of February, 2010.

Marlene Tash
Marlene Tash

STATE OF MAINE §
§
COUNTY OF Penobscot § 2/22, 2010

Personally appeared the above-named MARLENE TASH and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Carol M. Dawson
Notary Public

Print Name of Notary: Carol M. Dawson

CAROL M. DAWSON
Notary Public • State of Maine
My Commission Expires July 7, 2011

SEAL

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 29th day of March, 2010.

MAINE GENLEAD, LLC

By: _____

Name: Evelyn Lim

Its: Secretary

Commonwealth

~~STATE~~ OF Massachusetts §

§

COUNTY OF Suffolk § 3/29/ 2010

Personally appeared the above-named Evelyn Lim, Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____

Notary Public

Print Name of Notary: _____

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SEAL

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Roscoe Tash and Marlene Tash, husband and wife, as joint tenants, as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Release Deed dated May 11, 2004, by and between Faye Davis and Roscoe Tash and Marlene Tash, as joint tenants, recorded May 21, 2004, in Book 9339, Page 154, at the Registry of Deeds, Penobscot County, Maine. (CHES-10-12)

2. Warranty Deed dated October 30, 2000, by and between Donald L. Whitney and Roscoe Tash and Marlene Tash, husband and wife, as joint tenants, with warranty covenants, recorded November 1, 2000, in Book 7519, Page 220, at the Registry of Deeds, Penobscot County, Maine. (CHES-10-12)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

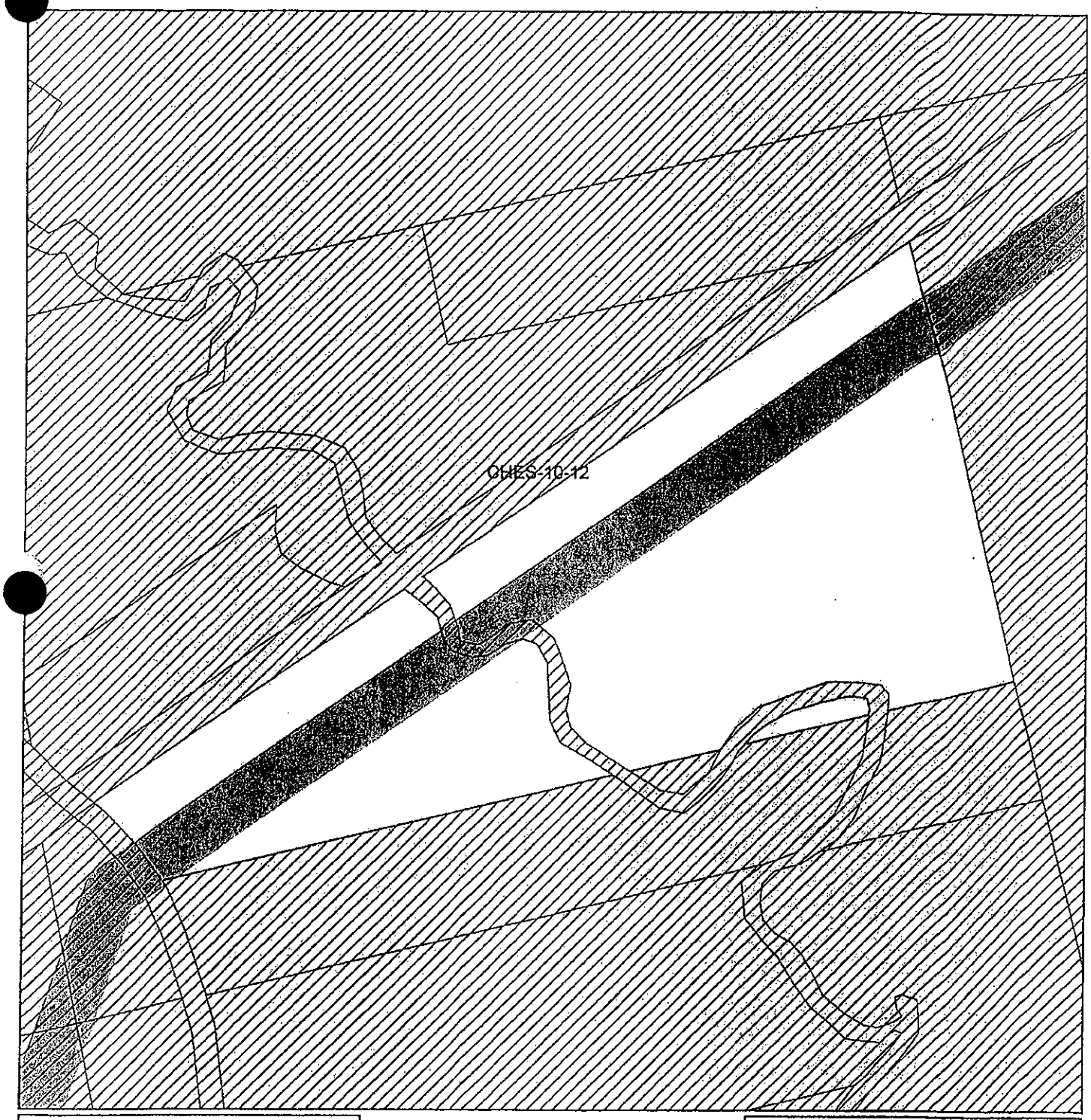


EXHIBIT C

Pre-existing Encumbrances

PENOBSCOT COUNTY, MAINE

Susan F. Bulay
Register of Deeds

Bk 12054 Pg239 #3861
02-17-2010 @ 10:13a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **LAKEVILLE SHORES, INC.**, a Maine corporation, with a mailing address of P. O. Box 96, Winn, Maine 04495 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Townships of Chester and Woodville, County of Penobscot, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, for the operation of the Transmission Facilities, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee, except as set forth in Section 28.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that

such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2), Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's

written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** (**"Pre-existing Encumbrances"**). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided: (i) that any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights

granted under this Agreement; (v) publicly oppose any project associated with the rights granted under this Agreement; or (vi) in the conduct of any timber harvesting and/or forest management operations and/or any other activities or undertakings conducted on the Land, violate or breach or fail to fully comply with any and all 1. permits, authorizations, and/or other approvals obtained by or on behalf of Grantee in connection with its activities on the Land and/or Easement Area and 2. laws and regulations then-applicable to the Land. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment required of Grantee under Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of

the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors,

occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Lakeville Shores, Inc.
c/o Herbert Haynes, Jr., President
P. O. Box 96
Winn, Maine 04495

Notice to Grantee: Maine Genlead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than

those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

28. **Tree Removal.** At least forty five (45) days prior to any substantial cutting of trees on the Land by Grantee related to the exercise of any of its easement rights during the period of the effectiveness of the Construction Easement hereunder, Grantee will inform Grantor of the area that is to be cut in order to give Grantor the opportunity to capture the timber value of the removed trees. Within thirty (30) days following sending of the notice by Grantee, Grantor shall provide Grantee a written notice and proposal for removing the timber and related operations required to satisfy Grantee's construction and permitting requirements and schedule ("**Grantor's Proposal**"). Within forty five (45) days following sending of the notice by Grantee, Grantee and Grantor shall attempt to agree on the terms of Grantor's Proposal including the volume, quantity and quality and the then-prevailing market stumpage value of the trees to be removed. Grantee may seek proposals from third parties other than Grantor as well. If Grantor's

Proposal will cost Grantee the same as or less than, a third party's proposal and otherwise shall comply with the Grantee's construction and permitting requirements and schedule, then Grantee shall use reasonable efforts to enter into an agreement with Grantor on the terms set out in Grantor's Proposal (as the same has been negotiated and/or mutually agreed upon). Grantor shall not be entitled to any payment from Grantee for stumpage, wood or timber removed by Grantor or its agents pursuant to Grantor's Proposal and any agreement related thereto, other than as expressly set out in such agreement. In the event Grantor shall not provide timely notice of Grantor's Proposal as set out above, or in the event Grantor's Proposal is greater than a third party's proposal, or Grantor shall not timely complete the cutting operations in strict accordance with Grantee's schedule and the agreed upon terms, Grantee may then elect to conduct the removal itself or through its agents. In the event Grantee so elects to remove the trees itself, Grantee shall make the timber removed from the Land during construction by Grantee or its agents reasonably available to Grantor at the processing center or logging yard used by Grantee or its contractors, and Grantor shall be entitled to pick up such timber from the center or yard and sell it for its own accord, and all such timber and proceeds therefrom shall be and remain the property of Grantor and upon making such timber reasonably available to Grantor, Grantee shall have no obligation to pay Grantor any amount for stumpage, wood or timber that is removed by Grantee or on its behalf.

Grantee may, in Grantee's discretion, hire an independent forester to determine the volume, quantity and quality of the timber removed from the Land. In the event the parties disagree on valuation of the stumpage, the parties will negotiate to come to an agreement on value. Nothing in this Section 28 is intended to prohibit, restrict, delay or affect Grantee's construction schedule and Grantee's absolute right under this Agreement to clear and remove timber and vegetation and conduct any other activity related to its intended uses of the Easement Area and/or Land. Notwithstanding anything to the contrary contained in this Agreement (including Grantor's reserved rights in the Land), in order to protect and preserve the interests of Grantee hereunder, Grantor shall not conduct any timber harvesting and forest management operations on the Land prior to the termination of the Construction Easement without first obtaining the express written consent of the Grantee to such operations and activities, after submission of reasonably detailed plans showing the location of all such proposed operations and activities.

The obligations of Grantee and the rights of Grantor under this Section 28 shall automatically terminate upon termination of the Construction Easement without further action by Grantor or Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **LAKEVILLE SHORES, INC.**, has caused this instrument to be executed by its duly authorized representative this 11th day of January, ~~2009.~~ 2010

LAKEVILLE SHORES, INC.,
a Maine corporation

By: Herbert C Haynes
Herbert Haynes, Jr., President

STATE OF MAINE §
§
COUNTY OF Penobscot § January 11, ~~2009~~ 10

Personally appeared the above-named Herbert Haynes, Jr., President of LAKEVILLE SHORES, INC., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

~~Notary Public~~ Atty at law

Print Name of ~~Notary~~: Dean A. Beaupain

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC** has caused this instrument to be executed by its duly authorized representative this 9th day of February, ~~2009~~ 2010

MAINE GENLEAD, LLC

By: E Weir

Name: Elizabeth Weir

Its: Assistant Secretary

COMMONWEALTH
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk §

Feb 9th, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Lakeville Shores, Inc., a Maine corporation as Grantor, and Maine Genlead, LLC, a Delaware limited liability company, Grantee

1. Quitclaim Deed with Covenant dated March 28, 2001, by and between SP Forests, LLC, as Grantor, and Lakeville Shores, Inc., a Maine corporation, as Grantee, recorded March 30, 2001, in Book 7643, Page 348, at the Register of Deeds, Penobscot County, Maine. (Wood-1-10, Wood-4-4)

2. Quitclaim Deed with Covenant dated July 2, 1998, by and between Donald L. Whitney, as Grantor, and Lakeville Shores, Inc., a Maine corporation, as Grantee, recorded July 2, 1998, in Book 6738, Page 234, at the Register of Deeds, Penobscot County, Maine. (Ches-10-14)

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Easement Area

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

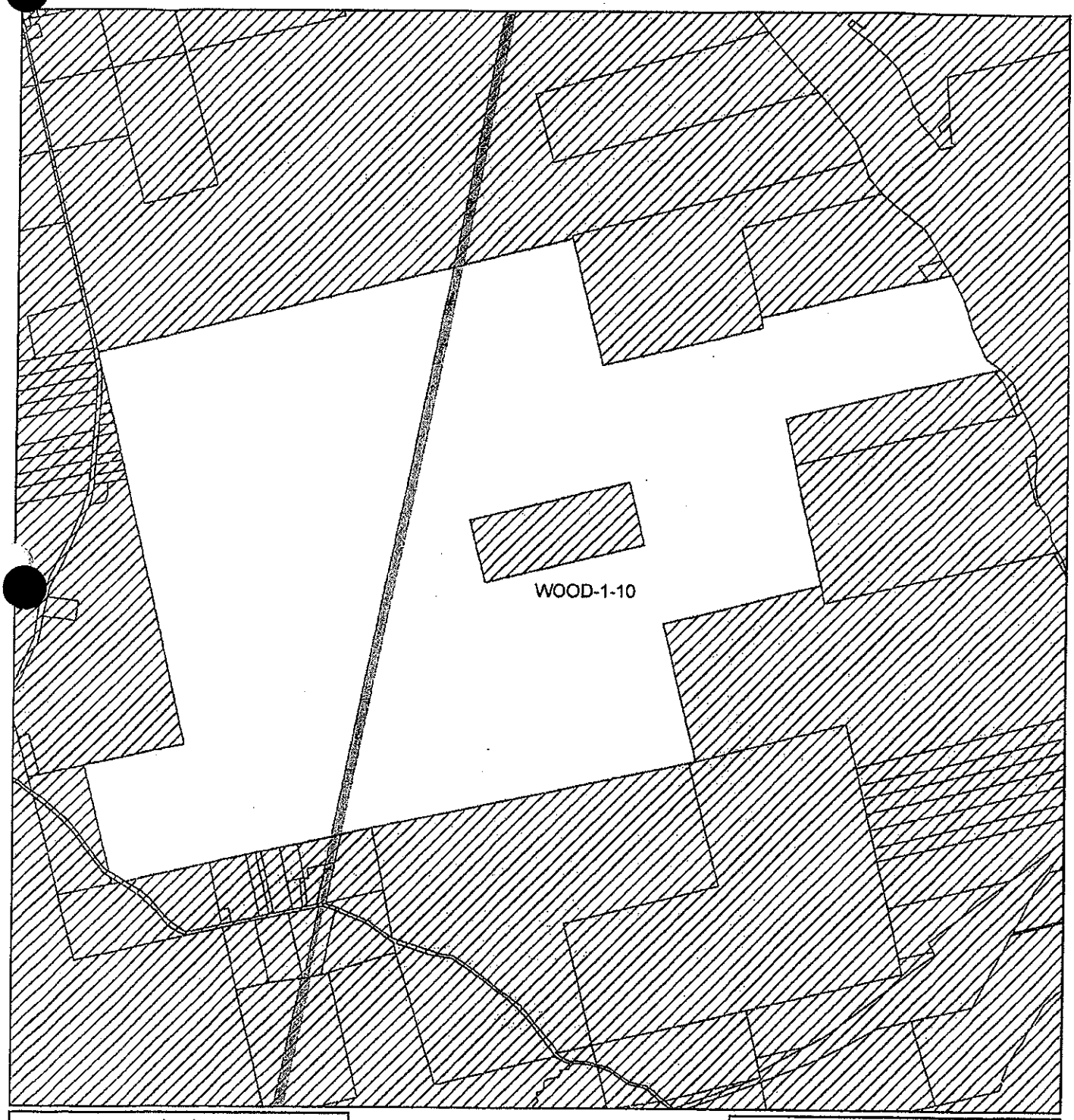


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

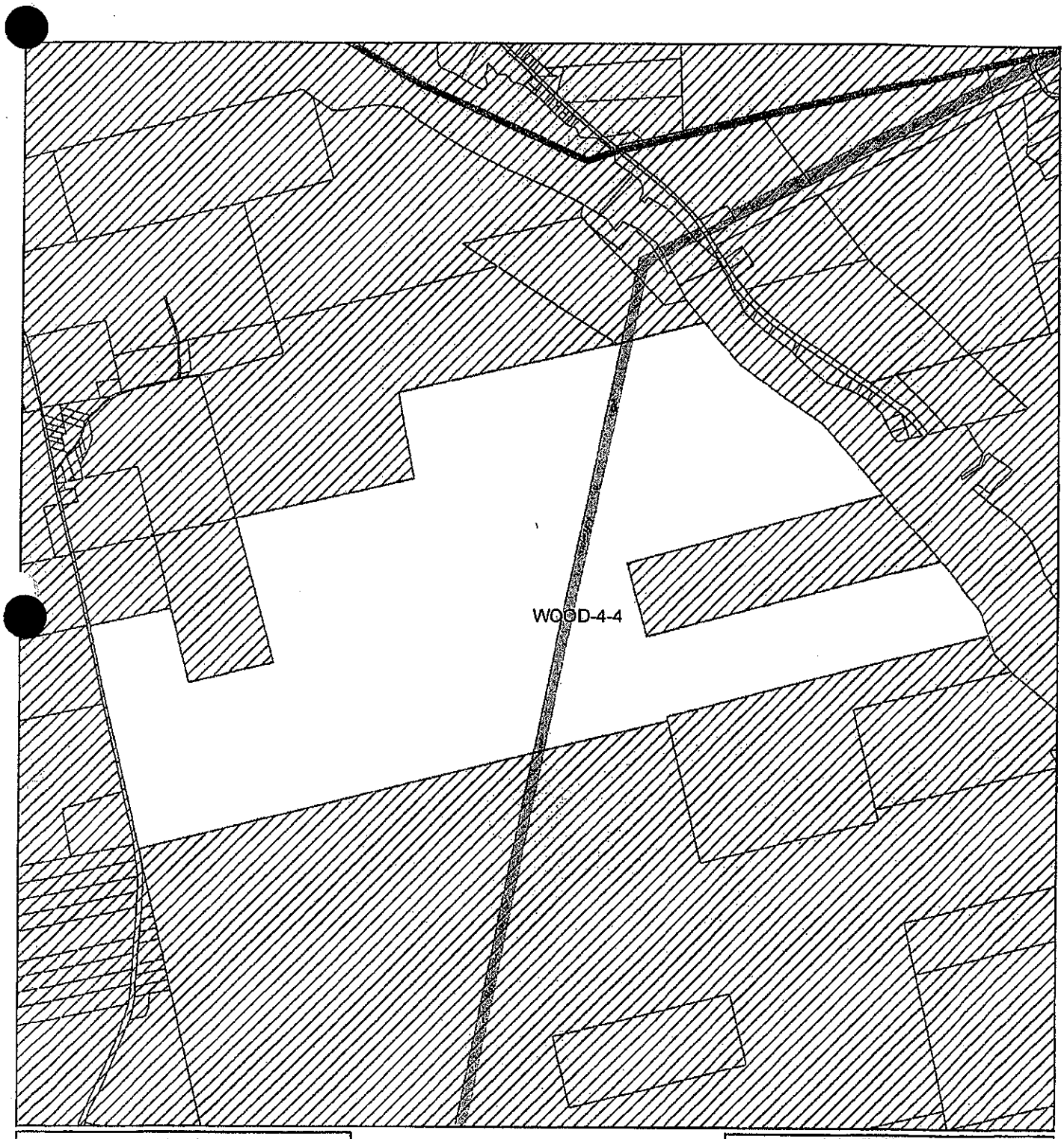


EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

EXHIBIT C
Pre-Existing Encumbrances
Lakeville Shores, Inc. Lots
00007571

CHES-10-14:

a. Pole Line Easement given by Donald L. Whitney to Bangor Hydro Electric Company dated November 3, 1959 and recorded in Vol. 1700, Page 335 of the Penobscot County Registry of Deeds.

b. Pole Line Easement given by Donald L. Whitney to Bangor Hydro Electric Company dated June 25, 1993 and recorded in Vol. 5377, Page 82 of the Penobscot County Registry of Deeds.

c. Pole Line Easement given by Donald L. Whitney to Bangor Hydro Electric Company dated February 26, 1996 and recorded in Vol. 6066, Page 169 of the Penobscot County Registry of Deeds.

d. Pole Line Easement given by Donald L. Whitney to Bangor Hydro Electric Company dated November 3, 1959 and recorded in Vol. 1700, Page 336 of the Penobscot County Registry of Deeds.

e. Easement from Donald L. Whitney to Contel of Maine dated March 25, 1988 and recorded in Vol. 4275, Page 115 of the Penobscot County Registry of Deeds.

Wood-1-10 and 4-4:

a. The property is subject to a pipeline easement conveyed to the United States of America recorded in Vol. 1393, Page 127 and Vol. 1393, Page 167 (Lot 109).

b. The property is subject to power line easements conveyed to Bangor Hydro-Electric Company recorded in Vol. 2147, Page 829 and Vol. 2147, Page 832.

c. The property is subject to an Easement and Road Use Agreement from Champion International Corporation to J. M. Huber Corporation recorded in Vol. 4956, Page 295.

d. The property is subject to an Easement and Road Use Agreement from Champion International Corporation to J. M. Huber Corporation recorded in Vol. 5191, Page 198.

e. The deed from International Paper Company to IP Maine Forests L.L.C. contained the following reservation:

> Mineral reservation: There is hereby reserved to GRANTOR, its successors and assigns, and excepted from this conveyance, all the oil, gas associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite,

peat, sulphur, iron ore, sodium, salt, uranium, thorium, and other fissionable materials, molybdenum, vanadium, titanium, ilmenite, rutile, leucoxene, zircon, gold, silver, bauxite, granite, limestone, bedrock of any kind or character, kaolin and other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, industrial minerals, geothermal energy and all other substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals or substances expressly mentioned above, presently owned by GRANTOR in, on or under any of the land conveyed by this Deed, and all executive rights and other rights to execute leases presently owned or held by GRANTOR with respect to the interests of any other parties in any or all said minerals, in or under any of the land conveyed by this Deed, together with full rights of ingress and egress and use of the surface by this Deed to the extent reasonably necessary for exploring, drilling, mining, developing, producing, removing, transporting and owning all of said minerals and mineral rights herein reserved to the GRANTOR; provided, further, however, this reservation of mineral rights shall not prohibit or restrict the GRANTEE from using "on-site" sand or gravel for the purposes of constructing and maintaining roads now existing or hereinafter constructed on the land conveyed by this Deed. Further, this reservation is subject to all outstanding oil, gas and other mineral and/or royalty rights and interests shown of record that affect the Timberlands.

f. Lot 109 is subject to a pole line easement in favor of Bangor Hydro-electric Co. recorded in Vol. 1063, Page 179.

g. Lot 123 is subject to a pole line easement in favor of Bangor Hydro-electric Co. recorded in Vol. 2126, Page 250.

h. Timber Purchase Option from Lakeville Shores, Inc. and H. C. Haynes, Inc., to International Paper Co. recorded in Vol. 7644, Page 1.

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

BK 12534 PG207 #36873
12-01-2010 @ 02:59p

ASSIGNMENT

This Assignment is entered into as of the date set out below by and between **EVERGREEN WIND POWER V, LLC**, a Delaware limited liability company, with a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Assignor") and **MAINE GENLEAD, LLC**, with a mailing address of 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Assignee").

For One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, grants, sells and transfers to Assignee all of its right, title and interests in and to certain easements and all related rights, benefits and privileges located in Penobscot County, State of Maine, and more particularly described in the agreements recorded in the Penobscot County, Maine Registry of Deeds listed on or attached to **Exhibit A** (the interests of Assignor in said agreements, the "Property").

2. Assignee by acceptance of this Assignment accepts such assignment, grant, sale and transfer subject to reservations, easements, restrictions and rights-of-way and other matters of record, all federal, state and local zoning, land use, environmental protection and other laws, ordinances, rules and regulations of governmental authorities, including those of any and all regulatory agencies and administrative officials having or asserting jurisdiction over the Property and further Assignee assumes and agrees to perform and fulfill all of the duties and obligations of Assignor arising after the date hereof under the agreements listed on or attached to Exhibit A.

SIGNATURE OF ASSIGNOR:

IN WITNESS WHEREOF, Evergreen Wind Power V, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November, 2010.

EVERGREEN WIND POWER V, LLC
By: Stetson Holdings, LLC
Its: Member

By: EWeir
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

Nov. 30th, 2010

Personally appeared the above-named Elizabeth Weir Stetson, Assistant Secretary of ~~Maine Wind~~ Holdings, LLC, Member of Evergreen Wind Power V, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
~~Notary Public~~

Print Name of Notary: Linne M. Taylor

My commission expires: 12.2.16

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SIGNATURE OF ASSIGNEE:

IN WITNESS WHEREOF, Maine GenLead, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk NOV. 30, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

_____
Notary Public

SEAL

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A
to Assignment – Evergreen Wind Power V, LLC to Maine GenLead, LLC

1. Easement dated September 24, 2008 by and between Elizabeth M. Inzerma and Toby M. Inzerma and Evergreen Wind Power V, LLC, recorded on September 29, 2008, in Book 11545, Page 295.

2. Easement dated September 30, 2008 by and between Gregory A. Richard and Arlette Richard and Evergreen Wind Power V, LLC, recorded on October 1, 2008, in Book 11548, Page 103.

3. Easement dated September 26, 2008 by and between Stephen W. Farrington, Phillip D. Farrington and Jane D. Farrington and Evergreen Wind Power V, LLC, recorded on September 29, 2008, in Book 11545, Page 290.

4. Easement dated September 24, 2008 by and between Herman A. Smith and Evergreen Wind Power V, LLC, recorded on September 29, 2008, in Book 11545, Page 298.

Excepted from the foregoing are all rights and interests granted by and under that certain Assignment of Easements dated October 10, 2008 by and between Evergreen Wind Power V, LLC and Bangor Hydro-Electric Company, recorded on October 17, 2008, in Book 11563, Page 51; the foregoing are also transferred subject to all easements, covenants and matters of record affecting the foregoing interests.

PENOBSCOT COUNTY, MAINE
Register of Deeds

Bk 11545 Pg295 #32887
09-29-2008 @ 02:48p

CHES 10-20

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That we, **ELIZABETH M. INZERMA and TOBY M. INZERMA**, of Lincoln, in the County of Penobscot, and State of Maine, their heirs, successors and assigns, (the "Grantors"), being the owners in fee simple of certain lands located in the town of Chester, County of Penobscot, State of Maine, and described as follows, viz:

> Being the premises conveyed by Patricia G. Philbrook et al to the Grantors herein by deed dated August 2, 2007, and recorded in the Penobscot County Registry of Deeds in Book 11074, Page 56;

in consideration given, to the undersigned by **EVERGREEN WIND POWER V, LLC**, a Delaware limited liability company having a mailing address at c/o UPC Wind Management, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459, ("Grantee") the receipt whereof is hereby acknowledged , do hereby grant to said Grantee, its successors and assigns forever, the exclusive rights, privileges and easements hereinafter set forth which are to be exercised upon and with respect to the following described strip of land, viz:

Beginning at the southwesterly corner of land now or formerly of Lakeville Shores, Inc. by deed dated July 2, 1998 and recorded at the Penobscot County Registry of Deeds (PCRD) in Book 6738, Page 234, at a point on the easterly bound of other land now or formerly owned by Lakeville Shores, Inc. by deed dated May 28, 1998 recorded at PCRD in Book 6697, Page 280;

Thence easterly by and along the southerly bound of said Lakeville Shores, Inc. a distance of 150 feet, more or less, to a point situated easterly 150 feet as measured on a perpendicular distance from said easterly bound of Lakeville Shores, Inc.;

Thence South 13°53' East parallel with and 150 feet on a perpendicular distance from the easterly bound of Lakeville Shores, Inc. a distance of 259 feet, more or less, to a point on the northerly bound of land now or formerly of Gregory A. & Arlette Richard by deed dated June 15, 1979 and recorded at PCRD in Book 2995, Page 295;

Thence westerly by and along the northerly bound of said Richard a distance of 150 feet, more or less, to the northwesterly corner of said Richard and the easterly bound of Lakeville Shores, Inc.;

Thence North 13°53' West by and along the easterly bound of Lakeville Shores, Inc., a distance of 259 feet, more or less, to the point of beginning.

The above described strip of land 150 feet wide, containing 0.9 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

Bk 11545 Pg295 #32887
09-29-2008 @ 02:48p

CHES 10-20

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That we, **ELIZABETH M. INZERMA and TOBY M. INZERMA,** of Lincoln, in the County of Penobscot, and State of Maine, their heirs, successors and assigns, (the "Grantors"), being the owners in fee simple of certain lands located in the town of Chester, County of Penobscot, State of Maine, and described as follows, viz:

> Being the premises conveyed by Patricia G. Philbrook et al to the Grantors herein by deed dated August 2, 2007, and recorded in the Penobscot County Registry of Deeds in Book 11074, Page 56;

in consideration given, to the undersigned by **EVERGREEN WIND POWER V, LLC**, a Delaware limited liability company having a mailing address at c/o UPC Wind Management, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459, ("Grantee") the receipt whereof is hereby acknowledged , do hereby grant to said Grantee, its successors and assigns forever, the exclusive rights, privileges and easements hereinafter set forth which are to be exercised upon and with respect to the following described strip of land, viz:

Beginning at the southwesterly corner of land now or formerly of Lakeville Shores, Inc. by deed dated July 2, 1998 and recorded at the Penobscot County Registry of Deeds (PCRD) in Book 6738, Page 234, at a point on the easterly bound of other land now or formerly owned by Lakeville Shores, Inc. by deed dated May 28, 1998 recorded at PCRD in Book 6697, Page 280;

Thence easterly by and along the southerly bound of said Lakeville Shores, Inc. a distance of 150 feet, more or less, to a point situated easterly 150 feet as measured on a perpendicular distance from said easterly bound of Lakeville Shores, Inc.;

Thence South 13°53' East parallel with and 150 feet on a perpendicular distance from the easterly bound of Lakeville Shores, Inc. a distance of 259 feet, more or less, to a point on the northerly bound of land now or formerly of Gregory A. & Arlette Richard by deed dated June 15, 1979 and recorded at PCRD in Book 2995, Page 295;

Thence westerly by and along the northerly bound of said Richard a distance of 150 feet, more or less, to the northwesterly corner of said Richard and the easterly bound of Lakeville Shores, Inc.;

Thence North 13°53' West by and along the easterly bound of Lakeville Shores, Inc., a distance of 259 feet, more or less, to the point of beginning.

The above described strip of land 150 feet wide, containing 0.9 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

The rights, privileges and easements hereby conveyed are as follows:

(i) the right to enter upon the strip hereinbefore described at any time with men and conveyances and all necessary tools and machinery;

(ii) the right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations and supports, all as the Grantee, its successors and assigns, may from time to time desire upon, along, across, above and beneath said strip;

(iii) the right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as the Grantee, its successors and assigns, may from time to time desire upon, along. across, and beneath said strip/parcel;

(iv) the right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto;

(v) the right to construct such roads along said strip as may be necessary or convenient to the Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes;

(vi) the right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence;

(vii) the right to clear and keep said strip cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of the Grantee;

(viii) the right at any and all times to enter on adjacent land of the Grantors, their heirs, executors, administrators, successors and assigns, to cut or trim and remove such trees growing outside the limits of said strip, which may, in the opinion of the Grantee, its successors and assigns, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of the Grantors;

Also conveying to said Grantee, its successors and assigns, the right to assign to others, in whole or in part, any or all of the rights, privileges and easements herein conveyed. The Grantors herein for themselves and their heirs, executors, administrators, successors and assigns, covenant and agree to and with said Grantee, its successors and assigns, that he will not erect or maintain any building, mobile home or other structure, or permit the erection of maintenance of any building, mobile home, or other structure, of any kind or nature, within said strip, any or all of which in the opinion of said Grantee, its successors and assigns would

endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed.

Further conveying to said Grantee, its successors and assigns, the right to establish any and all safety regulations which said Grantee, its successors and assigns, in its sole discretion deems necessary and proper for the operation of the rights herein granted and for the transmission of electricity or intelligence; any interference or violation by said Grantors, their heirs, executors, administrators, successors or assigns, as determined by the Grantee, its successors and assigns, of said safety regulations, shall constitute an interference with and violation of the rights, privileges and easements hereby granted.

Provided, however, that if in the exercise of the aforesaid rights, privileges and easements any damage be caused by the negligence of the employees or agents of said Grantee to the contiguous property of the owner thereof, said Grantee, its successors and assigns, shall pay reasonable compensation therefore to the then owner of said property.

Grantors acknowledge that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantors acknowledge and agree that Grantors activities and any grant of rights Grantors make to any third party shall not, now or in the future, interfere in any way with Grantee's exercise of any rights granted under this easement and Grantors shall not publicly oppose any project associated with the rights granted under this easement.

TO HAVE AND TO HOLD the said rights, privileges and easements to said Evergreen Wind Power V, LLC, its successors and assigns forever.

IN WITNESS WHEREOF, we, the said Elizabeth M. Inzerma and Toby M. Inzerma, have hereunto set our hands this 24 day of September, 2008.

Elizabeth M. Inzerma

Toby M. Inzerma

STATE OF MAINE

County of Penobscot, ss: September 24, 2008.

Personally appeared the above-named Elizabeth & Toby Inzerma and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public

Print Name of Notary: William A. LaBelle

William A. LaBelle, Jr.
Notary Public • State of Maine
My Commission Expires 8-8-09

PENOBSCOT COUNTY, MAINE
Register of Deeds

Bk 11563 Pg51 #35094
10-17-2008 @ 04:12p

ASSIGNMENT OF EASEMENTS

EVERGREEN WIND POWER V, LLC, a Delaware limited liability company with a mailing address of 85 Wells Avenue, Suite 305, Newton, MA 02459 ("Grantor"), FOR CONSIDERATION PAID, assigns and conveys to **BANGOR HYDRO-ELECTRIC COMPANY**, a Maine corporation with a place of business at 21 Telcom Drive, Bangor, Maine 04402-0932 ("Grantee"), its easements rights in and to the lands more particularly described in Exhibit A attached hereto and made a part hereof (the "Easement Lands"), which easement rights were acquired by certain easement deeds to Grantor, all recorded in the Penobscot County Registry of Deeds, as follows: from Elizabeth M. Inzerma and Toby M. Inzerma recorded in Book 11545, Page 295; Herman A. Smith recorded in Book 11545, Page 298; Gregory A. Richard and Arlette Richard recorded in Book 11548, Page 103; Stephen W. Farrington, Phillip D. Farmington and Jane D. Farrington recorded in Book 11545, Page 290; and Lakeville Shores, Inc. recorded in Book 11546, Page 160 (hereinafter, collectively the "Easement Deeds"), *subject, however*, to the terms and conditions of said Easement Deeds and the rights reserved by the grantors of such Easement Deeds. By acceptance of this Deed and Assignment from Grantor, Grantee assumes and agrees to perform the obligations of the grantee under the Easement Deeds with respect to the Easement Lands only.

IN WITNESS WHEREOF, Evergreen Wind Power V, LLC has caused this Assignment of Easements to be signed by Evelyn Lim, its duly authorized Secretary.

EVERGREEN WIND POWER V, LLC

Witness: Elizabeth Weir
Date: 10-10-08

By: _____
Name: Evelyn Lim
Its: Secretary

Commonwealth
~~STATE OF~~ MASSACHUSETTS
COUNTY OF MIDDLESEX

October 10, 2008

Personally appeared the above-named Evelyn Lim, Secretary of Evergreen Wind Power V, LLC, and acknowledged the foregoing to be her free act and deed in her said capacity and the free act and deed of said company.

Before me,

Priscilla Bossard
Notary Public
Printed Name:

PRISCILLA BOSSARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 11, 2009

SEAL

EXHIBIT A

BASEMENT AREA OVER FARRINGTON (EVERGREEN REFERENCE: CHES 12-2):

A certain lot or parcel of land, located in the Town of Chester, County of Penobscot, State of Maine, more particularly described as follows:

Beginning at the southwesterly corner of land now or formerly of Gregory A. and Arlette Richard by deed dated June 15, 1979 and recorded at Penobscot County Registry of Deeds (PCRD) in Book 2995, Page 295, the northeasterly corner of land now or formerly owned by Lakeville Shores, Inc. by deed dated May 28, 1998 and recorded at PCRD in Book 6697, Page 280, and at the intersection of Mile Square Lot 16, Lot 17, Lot 21 and Lot 22 as shown on the lotting plan for the Town of Chester, copied by Blynn Merrill in 1955, from a survey done by Richardson in 1825, on file at the PCRD in Plan Cabinet 1-8-D;

Thence easterly by and along the southerly bound of said Richard a distance of 60 feet, more or less, to an angle point;

Thence South 13°53' East parallel with and easterly 60 feet on a perpendicular distance from the easterly bound of Lakeville Shores, Inc. a distance of 1518 feet, more or less, to a point on the northerly bound of land now or formerly of Herman A. Smith by deed dated December 20, 1993 and recorded at PCRD in Book 5518, Page 82;

Thence westerly by and along the northerly bound of said Smith a distance of 60 feet, more or less, to the easterly bound at said Lakeville Shores;

Thence North 13°53' West by and along the easterly bound of said Lakeville Shores a distance of 1,519 feet, more or less, to the point of beginning.

Being a certain lot of land containing 2.1 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

BASEMENT AREA OVER RICHARD (EVERGREEN REFERENCE: CHES 10-26):

A certain lot or parcel of land, located in the Town of Chester, County of Penobscot, State of Maine, more particularly described as follows:

Beginning at the southwesterly corner of land now or formerly of Elizabeth M. and Toby M. Inzerma by deed dated August 2, 2007 and recorded at the Penobscot County Registry of Deeds (PCRD) in Book 11074, Page 56 at a point on the easterly bound of land now or formerly owned

by Lakeville Shores, Inc. by deed dated May 28, 1998 and recorded at PCRD in Book 6697, Page 280;

Thence easterly by and along the southerly bound of said Inzerna a distance of 60 feet, more or less, to a point situated easterly 60 feet as measured on a perpendicular distance from said easterly bound of Lakeville Shores, Inc.;

Thence South 13°53' East parallel with and easterly 60 feet on a perpendicular distance from the easterly bound of Lakeville Shores, Inc. a distance of 919 feet, more or less, to a point on the northerly bound of land now or formerly of Phillip D. and Jane D. Farrington by deed dated March 30, 1978 and recorded at PCRD in Book 2847, Page 41, also being a point on the southerly bound of Mile Square Lot 17 as shown on the lotting plan for the Town of Chester, copied by Blynn Merrill in 1955, from a survey done by Richardson in 1825, on file at the PCRD in Plan Cabinet 1-8-D;

Thence westerly by and along the northerly bound of said Farrington and southerly bound Lot 17 a distance of 60 feet, more or less, to the northwesterly corner of said Farrington and intersection of Lot 16, Lot 21, Lot 17 and Lot 22 as shown on said plan;

Thence North 13°53' West by and along the easterly bound of Lakeville Shores, Inc. a distance of 920 feet, more or less, to the point of beginning.

Being a certain lot of land containing 1.3 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

EASEMENT AREA OVER SMITH (EVERGREEN REFERENCE: CHES 12-8)

A certain lot situated in the Town of Chester, County of Penobscot and State of Maine, said lot being more particularly bounded and described as follows:

Beginning at the southwesterly corner of land now or formerly of Phillip D. and Jane D. Farrington by deed dated March 30, 1978 and recorded at the Penobscot Country Registry of Deeds (PCRD) in Book 2847, Page 41, and at a point on the easterly bound of land now or formerly owned by Lakeville Shores, Inc. by deed dated May 28, 1998 and recorded at PCRD in Book 6697, Page 280;

Thence northeasterly by and along the southerly bound of said Farrington a distance of 60 feet, more or less, to an angle point;

Thence South 13°53' East parallel with and easterly 60 feet on a perpendicular distance from the easterly bound of Lakeville Shores a distance of 499 feet, more or less, to a point on the northerly bound of land now or formerly of Thomas Gardner and Scott Gardner by deed dated May 19, 1992 and recorded at PCRD in Book 5081, Page 87;

Thence southwesterly by and along the northerly bound of said Gardner, passing through a wood post a distance of 60 feet, more or less, to the northwesterly corner of said Gardner and the easterly bound of Lakeville Shores, at a point being 46 feet southwesterly along Gardner from said wood post;

Thence North 13°53' West by and along the easterly bound of Lakeville Shores a distance of 499 feet, more or less, to the point of beginning.

Being a certain lot of land containing 0.7 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

EASEMENT AREA OVER INZERMA (EVERGREEN REF: 10-20)

A certain lot of land situated in the Town of Chester, County of Penobscot and State of Maine, said lot being more particularly bounded and described as follows:

Beginning at the southwesterly corner of land now or formerly of Lakeville Shores, Inc. by deed dated July 2, 1998 and recorded at the Penobscot County Registry of Deeds (PCRD) in Book 6738, Page 234, at a point on the easterly bound of other land now or formerly owned by Lakeville Shores, Inc. by deed dated May 28, 1998 recorded at PCRD in Book 6697, Page 280;

Thence easterly by and along the southerly bound of said Lakeville Shores, Inc. a distance of 60 feet, more or less, to a point situated easterly 60 feet as measured on a perpendicular distance from said easterly bound of Lakeville Shores, Inc.;

Thence South 13°53' East parallel with and 60 feet on a perpendicular distance from the easterly bound of Lakeville Shores, Inc. a distance of 259 feet, more or less, to a point on the northerly bound of land now or formerly of Gregory A. & Arlette Richard by deed dated June 15, 1979 and recorded at PCRD in Book 2995, Page 295;

Thence westerly by and along the northerly bound of said Richard a distance of 60 feet, more or less, to the northwesterly corner of said Richard and the easterly bound of Lakeville Shores, Inc.;

Thence North 13°53' West by and along the easterly bound of Lakeville Shores, Inc., a distance of 259 feet, more or less, to the point of beginning.

Being a certain lot of land containing 0.4 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

EASEMENT AREAS OVER LAKEVILLE SHORES, INC. (EVERGREEN REF: CHES 10-2, 10-14 and 12-1):

Certain lots or parcels of land situated in the Town of Chester, County of Penobscot and State of Maine, said lots being more particularly bounded and described as follows:

PARCEL ONE:

Beginning at a point where the southeasterly boundary of the former Canadian Pacific Railroad, now owned by Eastern Maine Railway Company by deed dated January 5, 1995, and recorded at the Penobscot County Registry of Deeds (PCRD) in Book 5793, Page 138 intersects the easterly bound of Bangor Hydro-Electric Company's 200 foot wide right of way by an easement deed dated December 3, 2002 and recorded at PCRD in Book 8509, Page 127, also being 200 feet as measured perpendicular from the northerly extension of the westerly bound of land now or formerly of Lakeville Shores, Inc. and the easterly bound of land now or formerly of Lakeville Shores, Inc. by deed dated May 28, 1998 and recorded at PCRD in Book 6697, Page 280;

Thence South 32°32'37" East passing through land of said Lakeville Shores, Inc. a distance of 468.82 feet, to an angle point;

Thence South 01°31'37" West passing through land of said Lakeville Shores, Inc. a distance of 122.49 feet, to a point on the northerly bound of an easement conveyed to Evergreen Wind Power V, LLC by easement deed dated April 21, 2008 recorded at PCRD in Book 11367, Page 187;

Thence South 52°08'21" West by and along said Evergreen Wind Power easement a distance of 129.39 feet, to an angle point;

Thence North 01°31'37" East by and along said Bangor Hydro-Electric Company right of way a distance of 2.91 feet, to an angle point, said point being 200 feet as measured perpendicular from the said westerly bound of Lakeville Shores, Inc.;

Thence North 13°53' West parallel with and 200 feet easterly on a perpendicular distance from the westerly bound of Lakeville Shores, Inc. a distance of 612.04 feet, to the point of beginning.

Being a certain lot of land containing 1.2 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

PARCEL TWO:

Beginning at the southwesterly corner of land now or formerly of Lakeville Shores, Inc., also being the northwesterly corner of land now or formerly of Elizabeth M. and Toby M. Inzerma by deed dated August 2, 2007 and recorded at the Penobscot County Registry of Deeds (PCRD) in Book 11074, Page 56;

Thence North 13°53' West by and along the easterly bound of land now or formerly owned by Lakeville Shores, Inc. dated May 28, 1998 recorded at PCRD in Book 6697, Page 280, being also the easterly bound of Mile Square Lot 21 as shown on the lotting plan for the Town of Chester, copied by Blynn Merrill in 1955, from a survey done by Richardson in 1825, on file at the PCRD in Plan Cabinet 1-8-D, a distance of 394 feet, more or less, to an angle point;

Thence North 01°31'37" East passing through land now or formerly of Lakeville Shores, Inc. and running by the easterly bound of an easement conveyed to Bangor Hydro-Electric Company (BHE) by easement deed dated December 3, 2002 recorded at PCRD in Book 8509, Page 127 a distance of 595.14 feet to a point on the southerly bound of an easement conveyed to Evergreen Wind Power V, LLC by easement deed dated April 21, 2008 recorded at PCRD in Book 11367, Page 187;

Thence turning a right angle South 88°11'23" East by and along said Evergreen Wind Power easement a distance of 47.82 feet to an angle point;

Thence North 52°08'21" East by and along Evergreen Wind Power easement a distance of 67.51 feet to a point;

Thence South 01°31'37" West parallel with and 100 feet easterly on a perpendicular distance from the easterly bound of said BHE easement a distance of 348.98 feet to a point;

Thence turning a right angle North 88°11'23" West passing through land now or formerly of Lakeville Shores, Inc. a distance of 40 feet to an angle point;

Thence South 01°31'37" West passing through land now or formerly of Lakeville Shores, Inc. parallel with and 60 feet easterly on a perpendicular distance from the easterly bound of said BHE easement a distance of 280.85 feet to an angle point;

Thence South 13°53' East parallel with and 60 feet easterly on a perpendicular distance from the easterly bound of said BHE easement a distance of 387 feet, more or less, to a point on the northerly bound of said Inzerma;

Thence southwesterly by and along the northerly bound of said Inzerma a distance of 60 feet, more or less, to the point of beginning.

Being a certain lot of land containing 1.7 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

PARCEL THREE:

A certain lot of land running along the westerly bound of an easement owned by Bangor Hydro-Electric Company situated in the Town of Chester, County of Penobscot and State of Maine, said

lot being more particularly bounded and described as follows:

Beginning at a point where the southeasterly boundary of the former Canadian Pacific Railroad, now owned by Eastern Maine Railway Company by deed dated January 5, 1995, and recorded at the Penobscot County Registry of Deeds (PCRD) in Book 5793, Page 138 intersects the westerly bound of land now or formerly of Lakeville Shores, Inc. by deed dated July 2, 1998, and recorded at PCRD in Book 6738, Page 234, also being southeasterly 124 feet, more or less, from a wood post;

Thence South 13°53' East by and along the westerly bound of said Lakeville Shores, Inc. a distance of 506 feet, more or less, to an angle point where the westerly bound of an easement conveyed to Bangor Hydro-Electric Company (BHE) as described in a deed from Lakeville Shores, Inc. recorded at PCRD in Book 8509, Page 127, turns into land now or formerly of Lakeville Shores, Inc. by said deed recorded at PCRD in Book 6738, Page 234;

Thence South 01°31'37" West passing through land of said Lakeville Shores, Inc. by deed of Herbert C. Haynes, Inc. dated May 28, 1998 recorded at PCRD in Book 6697, Page 280, a distance of 752.64 feet, more or less, to an angle point;

Thence South 13°53' West passing through land of said Lakeville Shores, Inc. parallel with and westerly 200 feet on a perpendicular distance from the easterly bound of said Lakeville Shores, Inc. a distance of 6,941.67 feet, more or less, to an angle point;

Thence South 06°23'49" East passing through land of said Lakeville Shores, Inc. a distance of 13 feet, more or less, to the northerly bound of Mile Square Lot 24 and southerly bound of Mile Square Lot 21 as shown on the lotting plan for the Town of Chester, copied by Blynn Merrill in 1955, from a survey done by Richardson in 1825, on file at the PCRD in Plan Cabinet 1-8-D, also being southwesterly a distance of 202 feet, more or less, from a wood post;

Thence southwesterly by and along the northerly bound of said Lot 24 and land now or formerly owned by Thomas Gardner et al. by deed recorded in Book 5960, Page 13, a distance of 60.5 feet, more or less, to an angle point, situated westerly 60 feet as measured perpendicular to the last described course;

Thence North 06°23'49" West passing through land of said Lakeville Shores, Inc. parallel with and 60 feet on a perpendicular distance from said westerly bound of the BHE easement area, a distance of 16.5 feet, more or less, to an angle point;

Thence North 13°53' West parallel with and 60 feet on a perpendicular distance from said westerly bound of the BHE easement area, passing through land of said Lakeville Shores, Inc. a distance of 462.37 feet, more or less, to a point;

Thence turning a right angle South 76°07' West passing through land of said Lakeville Shores, Inc. a distance of 40 feet, more or less, to a point;

Thence turning a right angle North 13°53' West parallel with and 100 feet on a perpendicular distance from said westerly bound of the BHE easement area passing through land of said Lakeville Shores, Inc. a distance of 375 feet, to a point;

Thence turning a right angle North 76°07' East passing through land of said Lakeville Shores, Inc. a distance of 40 feet, more or less, to a point situated 60 feet on a perpendicular distance from said westerly bound of the BHE easement area;

Thence turning a right angle North 13°53' West parallel with and keeping a distance of 60 feet as measured perpendicular to said westerly bound of the BHE easement area passing through land of said Lakeville Shores, Inc. a distance of 6108.46 feet, to a point;

Thence North 01°31'37" East parallel with and keeping a distance of 60 feet as measured perpendicular to said westerly bound of BHE easement area passing through land of said Lakeville Shores, Inc. a distance of 325.73 feet, more or less, to an angle point;

Thence turning a right angle North 88°11'23" West passing through land of said Lakeville Shores, Inc. a distance of 40 feet, more or less, to a point;

Thence North 04°01'49" West passing through land of said Lakeville Shores, Inc. a distance of 888 feet, more or less, to the southeasterly bound of said Eastern Maine Railroad;

Thence North 54°33' East by and along the southeasterly bound of said Railroad a distance of 64.5 feet, more or less, to the point of beginning.

Being a certain lot of land containing 12.7 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

Also that portion of the afore-referenced land now or formerly of Lakeville Shores, Inc. lying between the easterly bound of an existing Bangor Hydro Electric Company Easement conveyed by Lakeville Shores, Inc. to Bangor Hydro-Electric Company by an easement dated December 3, 2002 recorded in the Penobscot County Registry of Deed in Book 8509, Page 127 known as Line #62 corridor, and the easterly bound of Mile Squares #21 and #16.

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

BK 12554 PG267 #36873
12-01-2010 @ 02:59p

ASSIGNMENT

This Assignment is entered into as of the date set out below by and between **EVERGREEN WIND POWER V, LLC**, a Delaware limited liability company, with a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Assignor") and **MAINE GENLEAD, LLC**, with a mailing address of 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Assignee").

For One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, grants, sells and transfers to Assignee all of its right, title and interests in and to certain easements and all related rights, benefits and privileges located in Penobscot County, State of Maine, and more particularly described in the agreements recorded in the Penobscot County, Maine Registry of Deeds listed on or attached to **Exhibit A** (the interests of Assignor in said agreements, the "Property").

2. Assignee by acceptance of this Assignment accepts such assignment, grant, sale and transfer subject to reservations, easements, restrictions and rights-of-way and other matters of record, all federal, state and local zoning, land use, environmental protection and other laws, ordinances, rules and regulations of governmental authorities, including those of any and all regulatory agencies and administrative officials having or asserting jurisdiction over the Property and further Assignee assumes and agrees to perform and fulfill all of the duties and obligations of Assignor arising after the date hereof under the agreements listed on or attached to Exhibit A.

SIGNATURE OF ASSIGNOR:

IN WITNESS WHEREOF, Evergreen Wind Power V, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November, 2010.

EVERGREEN WIND POWER V, LLC
By: Stetson Holdings, LLC
Its: Member

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

Nov. 30th, 2010

Personally appeared the above-named Elizabeth Weir Stetson, Assistant Secretary of ~~Maine Wind~~ Holdings, LLC, Member of Evergreen Wind Power V, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
~~Notary Public~~

Print Name of Notary: Linne M. Taylor

My commission expires: 12.2.16

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SIGNATURE OF ASSIGNEE:

IN WITNESS WHEREOF, Maine GenLead, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk NOV. 30, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public

SEAL

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A
to Assignment – Evergreen Wind Power V, LLC to Maine GenLead, LLC

1. Easement dated September 24, 2008 by and between Elizabeth M. Inzerma and Toby M. Inzerma and Evergreen Wind Power V, LLC, recorded on September 29, 2008, in Book 11545, Page 295.

2. Easement dated September 30, 2008 by and between Gregory A. Richard and Arlette Richard and Evergreen Wind Power V, LLC, recorded on October 1, 2008, in Book 11548, Page 103.

3. Easement dated September 26, 2008 by and between Stephen W. Farrington, Phillip D. Farrington and Jane D. Farrington and Evergreen Wind Power V, LLC, recorded on September 29, 2008, in Book 11545, Page 290.

4. Easement dated September 24, 2008 by and between Herman A. Smith and Evergreen Wind Power V, LLC, recorded on September 29, 2008, in Book 11545, Page 298.

Excepted from the foregoing are all rights and interests granted by and under that certain Assignment of Easements dated October 10, 2008 by and between Evergreen Wind Power V, LLC and Bangor Hydro-Electric Company, recorded on October 17, 2008, in Book 11563, Page 51; the foregoing are also transferred subject to all easements, covenants and matters of record affecting the foregoing interests.

PENOBSCOT COUNTY, MAINE
Register of Deeds

Bk 11548 Pg103 #33160
10-01-2008 @ 12:05p

CHES 10-26-08

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That we, **GREGORY A. RICHARD and ARLETTE RICHARD**, of Chester, in the County of Penobscot, and State of Maine, their heirs, successors and assigns, (the "Grantors"), being the owners in fee simple of certain lands located in the town of Chester, County of Penobscot, State of Maine, and described as follows, viz:

> Being the premises conveyed by Edwin E. Davis, Sr. to the Grantors herein by deed dated June 15, 1979, and recorded in the Penobscot County Registry of Deeds in Book 2995, Page 295;

in consideration given, to the undersigned by **EVERGREEN WIND POWER V, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459, ("Grantee") the receipt whereof is hereby acknowledged , do hereby grant to said Grantee, its successors and assigns forever, the exclusive rights, privileges and easements hereinafter set forth which are to be exercised upon and with respect to the following described strip of land, viz:

Beginning at the southwesterly corner of land now or formerly of Elizabeth M. and Toby M. Inzerma by deed dated August 2, 2007 and recorded at the Penobscot County Registry of Deeds (PCRD) in Book 11074, Page 56 at a point on the easterly bound of land now or formerly owned by Lakeville Shores, Inc. by deed dated May 28, 1998 and recorded at PCRD in Book 6697, Page 280;

Thence easterly by and along the southerly bound of said Inzerma a distance of 150 feet, more or less, to a point situated easterly 150 feet as measured on a perpendicular distance from said easterly bound of Lakeville Shores, Inc.;

Thence South 13°53' East parallel with and easterly 150 feet on a perpendicular distance from the easterly bound of Lakeville Shores, Inc. a distance of 920 feet, more or less, to a point on the northerly bound of land now or formerly of Phillip D. and Jane D. Farrington by deed dated March 30, 1978 and recorded at PCRD in Book 2847, Page 41, also being a point on the southerly bound of Mile Square Lot 17 as shown on the lotting plan for the Town of Chester, copied by Blynn Merrill in 1955, from a survey done by Richardson in 1825, on file at the PCRD in Plan Cabinet 1-8-D;

Thence westerly by and along the northerly bound of said Farrington and southerly bound Lot 17 a distance of 150 feet, more or less, to the northwesterly corner of said Farrington and intersection of Lot 16, Lot 21, Lot 17 and Lot 22 as shown on said plan;

Thence North 13°53' West by and along the easterly bound of Lakeville Shores, Inc. a distance of 920 feet, more or less, to the point of beginning.

The above described strip of land 150 feet wide, containing 3.2 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

The rights, privileges and easements hereby conveyed are as follows:

(i) the right to enter upon the strip hereinbefore described at any time with men and conveyances and all necessary tools and machinery;

(ii) the right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations and supports, all as the Grantee, its successors and assigns, may from time to time desire upon, along, across, above and beneath said strip;

(iii) the right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as the Grantee, its successors and assigns, may from time to time desire upon, along. across, and beneath said strip;

(iv) the right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto;

(v) the right to construct such roads within said strip as may be necessary or convenient to the Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes;

(vi) the right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence;

(vii) the right to clear and keep said strip cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of the Grantee;

(viii) the right at any and all times to cut or trim and remove such trees growing outside but within 35 feet of the limits of said strip which may, in the opinion of the Grantee, its successors and assigns, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of the Grantors, access to said 35 foot strip shall be over the easement corridor;

Also conveying to said Grantee, its successors and assigns, the right to assign to others, in whole or in part, any or all of the rights, privileges and easements herein conveyed. The Grantors herein for themselves and their heirs, executors, administrators, successors and assigns, covenant and agree to and with said Grantee, its successors and assigns, that he will not erect or maintain any building, mobile home or other structure, or permit the erection of maintenance of any building, mobile home, or other structure, of any kind or nature, within said strip, any or all of which in the opinion of said Grantee, its successors and assigns would

endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed.

Further conveying to said Grantee, its successors and assigns, the right to establish any and all safety regulations which said Grantee, its successors and assigns, in its sole discretion deems necessary and proper for the operation of the rights herein granted and for the transmission of electricity or intelligence; any interference or violation by said Grantors, their heirs, executors, administrators, successors or assigns, as determined by the Grantee, its successors and assigns, of said safety regulations, shall constitute an interference with and violation of the rights, privileges and easements hereby granted.

Provided, however, that if in the exercise of the aforesaid rights, privileges and easements any damage be caused by the negligence of the employees or agents of said Grantee to the contiguous property of the owner thereof, said Grantee, its successors and assigns, shall pay reasonable compensation therefore to the then owner of said property.

Grantors acknowledge that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantors acknowledge and agree that Grantors activities and any grant of rights Grantors makes to any third party shall not, now or in the future, interfere in any way with Grantee's exercise of any rights granted under this easement and Grantors shall not publicly oppose any project associated with the rights granted under this easement.

TO HAVE AND TO HOLD the said rights, privileges and easements to said Evergreen Wind Power V, LLC, its successors and assigns forever.

IN WITNESS WHEREOF, we, the said Gregory A. Richard and Arlette Richard, have hereunto set our hands this 30th day of September, 2008.

Gregory A. Richard

Gregory A. Richard

Arlette E. Richard

Arlette Richard

STATE OF MAINE

County of Penobscot, ss: September 30th, 2008.

Personally appeared the above-named Gregory & Arlette Richard and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public

Print Name of Notary: William A. LaBelle Jr

PENOBSCOT COUNTY, MAINE

Susan F. Bulay

Register of Deeds

Bk 12195 Ps70 #21549
07-19-2010 @ 11:47a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **EDWIN TASH, SR., LIFE TENANT**, with a mailing address of 251 Pea Ridge Road, Chester, ME 04457, and **JULIE A. MURCHISON**, an individual, with a mailing address of 259 Pea Ridge Road, Chester, ME 04457, **PENNY L. HURD**, an individual, with a mailing address of 5 Highland Avenue, Lincoln, ME 04457, **DIANE J. JIPSON**, an individual, with a mailing address of 10 Tash Road, Chester, ME 04457, **WENDY S. PORTER**, an individual, with a mailing address of 255 Pea Ridge Road, Chester, ME 04457, **MOLLY J. SNOWDALE**, formally known as **MOLLY J. TASH**, an individual, with a mailing address of 60 Gray Road, Chester, ME 04457 and **JARED TASH**, an individual, with a mailing address of 324 Pea Ridge Road, Chester, ME 04457, as tenants in common, **REMAINDERMEN** ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Township of Chester, Penobscot County, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibit B** as the "Easement Area" (the "**Easement Area**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights

granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term

and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Relocation of Easements**. The exact locations and routes of the Easements may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. Grantor hereby further grants to Grantee the exclusive right and easement, to relocate or reroute the locations and routes of and areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. In addition, Grantee may reduce the areas subject to such Easements at any time prior to, or upon delivery of, the Final Easement Payment. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Notwithstanding the general depiction of the Easement Area on **Exhibit B** attached to this Agreement upon the Effective Date, the Easement Area as finally located by the Survey shall have a width of not

more than two hundred feet and may, in Grantee's discretion, have a lesser width. Grantee shall provide Grantor with the Survey, if not sooner delivered, with the Final Easement Payment. Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

8. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements, except as listed on **Exhibit C** ("**Pre-existing Encumbrances**"). The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

9. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

10. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this

Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

11. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

12. **Grantee's Default**. If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

13. **Right to Mortgage**. Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Land. These various security interests in all or a part of the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as

"**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

14. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, any or all of the rights, privileges and easements herein conveyed, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

15. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

16. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with,

any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

18. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Edwin Tash, Sr.
251 Pea Ridge Road
Chester, ME 04457

Julie A. Murchison
259 Pea Ridge Road
Chester, ME 04457

Penny L. Hurd
5 Highland Avenue
Lincoln, ME 04457

Diane J. Jipson
10 Tash Road
Chester, ME 04457

Wendy S. Porter
255 Pea Ridge Road
Chester, ME 04457

Molly J. Snowdale
60 Gray Road
Chester, ME 04457

Jared Tash
324 Pea Ridge Road
Chester, ME 04457

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

19. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

20. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

21. **Extension of Time.** The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

22. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

23. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

25. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

26. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

27. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Premises arising solely from Grantee's improvements to the Premises, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **EDWIN TASH, SR.**, has executed this instrument this 10th day of June, 2010.

Edwin Tash Sr.
Edwin Tash Sr., Life Tenant

STATE OF MAINE §
§
COUNTY OF Penobscot § June 10, 2010

Personally appeared the above-named EDWIN TASH, SR. and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Jennifer Vachon
Notary Public

Print Name of Notary: Jennifer Vachon

my commission expires: July 6, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **JULIE A. MURCHISON**, has executed this instrument this 10th day of June, 2010.

Julie A. Murchison

Julie A. Murchison, Remainderman

STATE OF MAINE §
§
COUNTY OF Penobscot §

June 10, 2010

Personally appeared the above-named JULIE A. MURCHISON and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Jennifer Vachon

Notary Public

Print Name of Notary: Jennifer Vachon

my commission expires: July 6, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **PENNY L. HURD**, has executed this instrument this 10th day of June, 2010.

Penny L. Hurd
Penny L. Hurd, Remainderman

STATE OF MAINE §
§
COUNTY OF Penobscot § June 10, 2010

Personally appeared the above-named PENNY L. HURD and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Jennifer Vachon
Notary Public

Print Name of Notary: Jennifer Vachon

My commission expires: July 6, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **DIANE J. JIPSON**, has executed this instrument this 10th day of June, 2010.

Diane J. Jipson, Remainderman

STATE OF MAINE §
§
COUNTY OF Penobscot § June 10, 2010

Personally appeared the above-named DIANE J. JIPSON and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Print Name of Notary: Jennifer Vachon

my commission expires: July 6, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **WENDY S. PORTER**, has executed this instrument this 10th day of June, 2010.

Wendy S. Porter, Remainderman

STATE OF MAINE §
§
COUNTY OF Penobscot § June 10, 2010

Personally appeared the above-named WENDY S. PORTER and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public

Print Name of Notary: Jennifer Vachon

my commission expires: July 6, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **MOLLY J. SNOWDALE,** formally known as **MOLLY J. TASH**, has executed this instrument this 10th day of June, 2010.

Molly J. Snowdale

Molly J. Snowdale, Remainderman

STATE OF MAINE §
§
COUNTY OF Penobscot § June 10, 2010

Personally appeared the above-named **MOLLY J. SNOWDALE,** formally known as **MOLLY J. TASH,** and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Jennifer Vachon

Notary Public

Print Name of Notary: Jennifer Vachon

my commission expires: July 6, 2013

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **JARED TASH**, has executed this instrument this 10th day of June, 2010.

Jared Tash, Remainderman

STATE OF MAINE §
§
COUNTY OF Penobscot § June 10, 2010

Personally appeared the above-named JARED TASH and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Jennifer Vachon
Notary Public

Print Name of Notary: Jennifer Vachon

My commission expires: July 6, 2013

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 6th day of July, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC, its Member
By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § July 6, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of* MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

* Maine Wind Holdings, LLC, which is the Member of

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 6th day of July, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC, its Member
By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth
~~STATE~~ OF Massachusetts §
§
COUNTY OF Suffolk § July 6, 2010

Personally appeared, the above-named Elizabeth Weir, ~~Assistant Secretary~~ of MAINE GENLEAD, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me,

_____
Notary Public

Print Name of Notary: Linne M Taylor

* Maine Wind Holdings, LLC, which is the Member of

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A
Attached to that certain Transmission Easement Agreement by and between Edwin Tash, Sr. et al, as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, Grantee

1. Quitclaim Deed with covenant dated November 30, 2007, by and between Lucas T. Tash and Julie A. Murchison, Penny L. Hurd, Diane J. Jipson, Wendy S. Porter, Molly J. Snowdale and Jared E. Tash, recorded June 3, 2010, in Book 12149, Page 193; and Quitclaim Deed with covenant dated July 6, 2001, by and between Edwin Tash, Sr. and Edwin Tash, Jr., and Julie A. Murchison, Lucas T. Tash, Penny L. Hurd, Diane J. Jipson, Wendy S. Porter, Molly J. Tash, and Jared Tash, as tenants in common, recorded July 9, 2001, in Book 7778, Page 64, at the Registry of Deeds, Penobscot County, Maine. (CHES-11-2)

   EXCEPTING AND RESERVING a life estate to Edwin Tash, Sr. for the natural life of Edwin Tash, Sr.

Grantor and Grantee hereby agree to amend the above acreage description as necessary.

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement

EXHIBIT C

Pre-existing Encumbrances

PENOBSCOT COUNTY, MAINE
Susan F. Bubay
Register of Deeds

BK 12054 PG207 #36873
12-01-2010 @ 02:59p

ASSIGNMENT

This Assignment is entered into as of the date set out below by and between **EVERGREEN WIND POWER V, LLC**, a Delaware limited liability company, with a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Assignor") and **MAINE GENLEAD, LLC**, with a mailing address of 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Assignee").

For One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, grants, sells and transfers to Assignee all of its right, title and interests in and to certain easements and all related rights, benefits and privileges located in Penobscot County, State of Maine, and more particularly described in the agreements recorded in the Penobscot County, Maine Registry of Deeds listed on or attached to **Exhibit A** (the interests of Assignor in said agreements, the "Property").

2. Assignee by acceptance of this Assignment accepts such assignment, grant, sale and transfer subject to reservations, easements, restrictions and rights-of-way and other matters of record, all federal, state and local zoning, land use, environmental protection and other laws, ordinances, rules and regulations of governmental authorities, including those of any and all regulatory agencies and administrative officials having or asserting jurisdiction over the Property and further Assignee assumes and agrees to perform and fulfill all of the duties and obligations of Assignor arising after the date hereof under the agreements listed on or attached to Exhibit A.

SIGNATURE OF ASSIGNOR:

IN WITNESS WHEREOF, Evergreen Wind Power V, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November, 2010.

EVERGREEN WIND POWER V, LLC
By: Stetson Holdings, LLC
Its: Member

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

Nov. 30th, 2010

Personally appeared the above-named Elizabeth Nicholson, Assistant Secretary of ~~Maine Wind~~ Holdings, LLC, Member of Evergreen Wind Power V, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
~~Notary Public~~

Print Name of Notary: Linne M. Taylor

My commission expires: 12.2.16

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SIGNATURE OF ASSIGNEE:

IN WITNESS WHEREOF, Maine GenLead, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk NOV. 30, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

_____
Notary Public

SEAL

Print Name of Notary:
Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A
to Assignment – Evergreen Wind Power V, LLC to Maine GenLead, LLC

1. Easement dated September 24, 2008 by and between Elizabeth M. Inzerma and Toby M. Inzerma and Evergreen Wind Power V, LLC, recorded on September 29, 2008, in Book 11545, Page 295.

2. Easement dated September 30, 2008 by and between Gregory A. Richard and Arlette Richard and Evergreen Wind Power V, LLC, recorded on October 1, 2008, in Book 11548, Page 103.

3. Easement dated September 26, 2008 by and between Stephen W. Farrington, Phillip D. Farrington and Jane D. Farrington and Evergreen Wind Power V, LLC, recorded on September 29, 2008, in Book 11545, Page 290.

4. Easement dated September 24, 2008 by and between Herman A. Smith and Evergreen Wind Power V, LLC, recorded on September 29, 2008, in Book 11545, Page 298.

Excepted from the foregoing are all rights and interests granted by and under that certain Assignment of Easements dated October 10, 2008 by and between Evergreen Wind Power V, LLC and Bangor Hydro-Electric Company, recorded on October 17, 2008, in Book 11563, Page 51; the foregoing are also transferred subject to all easements, covenants and matters of record affecting the foregoing interests.

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Bk 11545 Pg290 #32884
09-29-2008 @ 02:48p

CHES 12-02

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That I, **STEPHEN W. FARRINGTON, PHILLIP D. FARRINGTON and JANE D. FARRINGTON** of Lincoln, in the County of Penobscot, and State of Maine, ("Grantors") being the owners in fee simple of certain lands located in the Town of Chester, County of Penobscot, State of Maine, and described as follows, viz:

> Being the same premises conveyed by Phillip D. Farrington and Jane Farrington to Stephen W. Farrington by deed dated June 24, 2008, and recorded in the Penobscot County Registry of Deeds in Book 11444, Page 303 the said Phillip D. Farrington and Jane Farrington retained a Life Estate;

in consideration given, to the undersigned by **EVERGREEN WIND POWER V, LLC**, a Delaware limited liability company having a mailing address at c/o UPC Wind Management, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459, ("Grantee") the receipt whereof is hereby acknowledged , do hereby grant to said Grantee, its successors and assigns forever, the exclusive rights, privileges and easements hereinafter set forth which are to be exercised upon and with respect to the following described strip of land, viz:

Beginning at the southwesterly corner of land now or formerly of Gregory A. & Arlette Richard by deed dated June 15, 1979 and recorded at Penobscot County Registry of Deeds (PCRD) in Book 2995, Page 295, the northeasterly corner of land now or formerly owned by Lakeville Shores, Inc. by deed dated May 28, 1998 and recorded at PCRD in Book 6697, Page 280, and at the intersection of Mile Square Lot 16, Lot 17, Lot 21 and Lot 22 as shown on the lotting plan for the Town of Chester, copied by Blynn Merrill in 1955, from a survey done by Richardson in 1825, on file at the PCRD in Plan Cabinet 1-8-D;

Thence easterly by and along the southerly bound of said Richard a distance of 150 feet, more or less, to a corner;

Thence South 13°53' East parallel with and easterly 150 feet on a perpendicular distance from the easterly bound of Lakeville Shores, Inc. a distance of 1520 feet, more or less, to a point on the northerly bound of land now or formerly of Herman A. Smith by deed dated December 20, 1993 and recorded at PCRD in Book 5518, Page 82;

Thence westerly by and along the northerly bound of said Smith a distance of 150 feet, more or less, to the easterly bound at Lakeville Shores;

Thence North 13°53' West by and along the easterly bound of Lakeville Shores a distance of 1,520 feet, more or less, to the point of beginning.

The above described strip of land 150 feet wide, containing 5.2 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

The rights, privileges and easements hereby conveyed are as follows:

(i) the right to enter upon the strip hereinbefore described at any time with men and conveyances and all necessary tools and machinery;

(ii) the right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations and supports, all as the Grantee, its successors and assigns, may from time to time desire upon, along, across, above and beneath said strip;

(iii) the right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as the Grantee, its successors and assigns, may from time to time desire upon, along. across, and beneath said strip;

(iv) the right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto;

(v) the right to construct such roads within said strip as may be necessary or convenient to the Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes;

(vi) the right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence;

(vii) the right to clear and keep said strip cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of the Grantee;

(viii) the right at any and all times to enter on adjacent land of the Grantors, their heirs, executors, administrators, successors and assigns, to cut or trim and remove such trees growing outside and within 30 feet of the limits of said strip which may, in the opinion of the Grantee, its successors and assigns, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of the Grantee and shall be removed from the premises;

Also conveying to said Grantee, its successors and assigns, the right to assign to others, in whole or in part, any or all of the rights, privileges and easements herein conveyed. The Grantors herein for themselves and their heirs, executors, administrators, successors and assigns, covenant and agree to and with said Grantee, its successors and assigns, that he will not erect or maintain any building, mobile home or other structure, or permit the erection of maintenance of any building, mobile home, or other structure, of any kind or nature, within said strip, any or all of which in the opinion of said Grantee, its successors and assigns would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed.

Further conveying to said Grantee, its successors and assigns, the right to establish any and all safety regulations which said Grantee, its successors and assigns, in its sole discretion deems necessary and proper for the operation of the rights herein granted and for the transmission of electricity or intelligence; any interference or violation by said Grantors, their heirs, executors, administrators, successors or assigns, as determined by the Grantee, its successors and assigns, of said safety regulations, shall constitute an interference with and violation of the rights, privileges and easements hereby granted.

Provided, however, that if in the exercise of the aforesaid rights, privileges and easements any damage be caused by the negligence of the employees or agents of said Grantee to the contiguous property of the owner thereof, said Grantee, its successors and assigns, shall pay reasonable compensation therefore to the then owner of said property.

Grantors acknowledge that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantors acknowledge and agree that Grantors' activities and any grant of rights Grantors makes to any third party shall not, now or in the future, interfere in any way with Grantee's exercise of any rights granted under this easement and Grantors shall not publicly oppose any project associated with the rights granted under this easement.

Grantee shall be solely responsible for, and shall indemnify Grantors against tree growth tax penalties, if any, associated with the granting of this easement.

The said Phillip D. Farrington and Jane D. Farrington join in this document as Grantors to release their interest as the owners of a Life Estate.

TO HAVE AND TO HOLD the said rights, privileges and easements to said Evergreen Wind Power V, LLC, its successors and assigns forever.

IN WITNESS WHEREOF, We, the said Phillip D. Farrington and Jane Farrington have hereunto set our hands this 13th day of August, 2008.

Phillip D. Farrington

Jane D. Farrington
Jane Farrington

STATE OF MAINE

County of Penobscot, ss: August 13th, 2008.

Personally appeared the above-named Phillip & Jane Farrington and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Jane S. Russell
Notary Public

Print Name of Notary: Jane S Russell

My Commission Expires
August 26, 2008
Jane S. Russell
Jane S. Russell

JANE S RUSSELL
NOTARY
PUBLIC
STATE OF ALASKA

IN WITNESS WHEREOF, I, the said Stephen W. Farrington have hereunto set my hand this 26 day of September, 2008.

Stephen W. Farrington

STATE OF MAINE

County of Penobscot, ss: September 26, 2008.

Personally appeared the above-named Stephen W. Farrington and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: William A. LaBelle Jr

William A. LaBelle, Jr.
Notary Public • State of Maine
My Commission Expires 8-8-09

PENOBSCOT COUNTY, MAINE
Register of Deeds

BK 12534 PG267 #36873
12-01-2010 @ 02:59p

ASSIGNMENT

This Assignment is entered into as of the date set out below by and between **EVERGREEN WIND POWER V, LLC**, a Delaware limited liability company, with a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Assignor") and **MAINE GENLEAD, LLC**, with a mailing address of 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Assignee").

For One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, grants, sells and transfers to Assignee all of its right, title and interests in and to certain easements and all related rights, benefits and privileges located in Penobscot County, State of Maine, and more particularly described in the agreements recorded in the Penobscot County, Maine Registry of Deeds listed on or attached to **Exhibit A** (the interests of Assignor in said agreements, the "Property").

2. Assignee by acceptance of this Assignment accepts such assignment, grant, sale and transfer subject to reservations, easements, restrictions and rights-of-way and other matters of record, all federal, state and local zoning, land use, environmental protection and other laws, ordinances, rules and regulations of governmental authorities, including those of any and all regulatory agencies and administrative officials having or asserting jurisdiction over the Property and further Assignee assumes and agrees to perform and fulfill all of the duties and obligations of Assignor arising after the date hereof under the agreements listed on or attached to Exhibit A.

SIGNATURE OF ASSIGNOR:

IN WITNESS WHEREOF, Evergreen Wind Power V, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November, 2010.

EVERGREEN WIND POWER V, LLC
By: Stetson Holdings, LLC
Its: Member

By: E Weir
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

Nov. 30th, 2010

Personally appeared the above-named Elizabeth Weir Stetson, Assistant Secretary of ~~Maine Wind~~ Holdings, LLC, Member of Evergreen Wind Power V, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
~~Notary Public~~

Print Name of Notary: Linne M. Taylor

My commission expires: 12.2.16

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SIGNATURE OF ASSIGNEE:

IN WITNESS WHEREOF, Maine GenLead, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk NOV. 30, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

_____
Notary Public

SEAL

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

EXHIBIT A
to Assignment – Evergreen Wind Power V, LLC to Maine GenLead, LLC

1. Easement dated September 24, 2008 by and between Elizabeth M. Inzerma and Toby M. Inzerma and Evergreen Wind Power V, LLC, recorded on September 29, 2008, in Book 11545, Page 295.

2. Easement dated September 30, 2008 by and between Gregory A. Richard and Arlette Richard and Evergreen Wind Power V, LLC, recorded on October 1, 2008, in Book 11548, Page 103.

3. Easement dated September 26, 2008 by and between Stephen W. Farrington, Phillip D. Farrington and Jane D. Farrington and Evergreen Wind Power V, LLC, recorded on September 29, 2008, in Book 11545, Page 290.

4. Easement dated September 24, 2008 by and between Herman A. Smith and Evergreen Wind Power V, LLC, recorded on September 29, 2008, in Book 11545, Page 298.

Excepted from the foregoing are all rights and interests granted by and under that certain Assignment of Easements dated October 10, 2008 by and between Evergreen Wind Power V, LLC and Bangor Hydro-Electric Company, recorded on October 17, 2008, in Book 11563, Page 51; the foregoing are also transferred subject to all easements, covenants and matters of record affecting the foregoing interests.

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Bk 11545 Pg298 #32888
09-29-2008 @ 02:48p

CHES 12-08

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That I, **HERMAN A. SMITH**, of Lincoln, in the County of Penobscot, and State of Maine, its heirs, successors and assigns, (the "Grantor"), being the owner in fee simple of certain lands located in the town of Chester, County of Penobscot, State of Maine, and described as follows, viz:

> Being the premises conveyed by Owen E. Smith to the Grantor herein by deed dated December 20,1993, and recorded in the Penobscot County Registry of Deeds in Book 5518, Page 82;

in consideration given, to the undersigned by **EVERGREEN WIND POWER V, LLC**, a Delaware limited liability company having a mailing address at c/o UPC Wind Management, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459, ("Grantee") the receipt whereof is hereby acknowledged , do hereby grant to said Grantee, its successors and assigns forever, the exclusive rights, privileges and easements hereinafter set forth which are to be exercised upon and with respect to the following described strip of land, viz:

Beginning at the southwesterly corner of land now or formerly of Phillip D. and Jane D. Farrington by deed dated March 30, 1978 and recorded at the Penobscot Country Registry of Deeds (PCRD) in Book 2847, Page 41, and at a point on the easterly bound of land now or formerly owned by Lakeville Shores, Inc. by deed dated May 28, 1998 and recorded at PCRD in Book 6697, Page 280;

Thence easterly by and along the southerly bound of said Farrington a distance of 150 feet, more or less, to a corner;

Thence South 13°53' East parallel with and easterly 150 feet on a perpendicular distance from the easterly bound of Lakeville Shores a distance of 500 feet, more or less, to a point on the northerly bound of land now or formerly of Thomas Gardner and Scott Gardner by deed dated May 19, 1992 and recorded at PCRD in Book 5081, Page 87;

Thence westerly by and along the northerly bound of said Gardner, passing through a wood post a distance of 150 feet, more or less, to the northwesterly corner of said Gardner and the easterly bound of Lakeville Shores, at a point being 46 feet southwesterly along Gardner from said wood post;

Thence North 13°53' West by and along the easterly bound of Lakeville Shores a distance of 500 feet, more or less, to the point of beginning.

The above described strip of land 150 feet wide, containing 1.7 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

The rights, privileges and easements hereby conveyed are as follows:

(i) the right to enter upon the strip hereinbefore described at any time with men and conveyances and all necessary tools and machinery;

(ii) the right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations and supports, all as the Grantee, its successors and assigns, may from time to time desire upon, along, across, above and beneath said strip;

(iii) the right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as the Grantee, its successors and assigns, may from time to time desire upon, along. across, and beneath said strip;

(iv) the right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto;

(v) the right to construct such roads along said strip as may be necessary or convenient to the Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes;

(vi) the right to ingress to and egress to or from the above-described strip over and across the land of the Grantor, his heirs, executors, administrators, successors and assigns, by means of roads and lanes, if there be such;

(vii) the right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence;

(viii) the right to clear and keep said strip cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of the Grantee;

(ix) the right at any and all times to enter on adjacent land of the Grantor, his heirs, executors, administrators, successors and assigns, to cut or trim and remove such trees growing outside the limits of said strip which may, in the opinion of the Grantee, its successors and assigns, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of the Grantor;

Also conveying to said Grantee, its successors and assigns, the right to assign to others, in whole or in part, any or all of the rights, privileges and easements herein conveyed. The Grantor herein for himself and his heirs, executors, administrators, successors and assigns, covenant and agree to and with said Grantee, its successors and assigns, that he will not erect or maintain any building, mobile home or other structure, or permit the erection of maintenance of any building, mobile home, or other structure, of any kind or nature, within said strip, any or all of which in the opinion of said Grantee, its successors and assigns would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed.

Further conveying to said Grantee, its successors and assigns, the right to establish any and all safety

regulations which said Grantee, its successors and assigns, in its sole discretion deems necessary and proper for the operation of the rights herein granted and for the transmission of electricity or intelligence; any interference or violation by said Grantor, his heirs, executors, administrators, successors or assigns, as determined by the Grantee, its successors and assigns, of said safety regulations, shall constitute an interference with and violation of the rights, privileges and easements hereby granted.

Provided, however, that if in the exercise of the aforesaid rights, privileges and easements any damage be caused by the negligence of the employees or agents of said Grantee to the contiguous property of the owner thereof, said Grantee, its successors and assigns, shall pay reasonable compensation therefore to the then owner of said property.

Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor acknowledges and agrees that Grantors activities and any grant of rights Grantor makes to any third party shall not, now or in the future, interfere in any way with Grantee's exercise of any rights granted under this easement and Grantor shall not publicly oppose any project associated with the rights granted under this easement.

TO HAVE AND TO HOLD the said rights, privileges and easements to said Evergreen Wind Power V, LLC, its successors and assigns forever.

IN WITNESS WHEREOF, I, the said Herman A. Smith, has hereunto set my hand this 24 day of September, 2008.

Herman A. Smith

STATE OF Vermont

County of Chittenden, ss: September 24, 2008.

Personally appeared the above-named Herman A. Smith and acknowledged the foregoing instrument to be his free act and deed..

Before me,

Lisa Bedell
Notary Public

Print Name of Notary: Lisa Bedell
term expires 2/10/11

SEAL

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Bk 12312 Pg60 #34774
11-09-2010 @ 10:30a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **SCOTT GARDNER**, an individual, with a mailing address of P.O. Box 189, Lincoln, ME 04457 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of certain real property (the "**Land**") located in the Township of Chester, Penobscot County, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibits B-1, B-2 and B-3** attached hereto (collectively, "**Exhibit B**") as the "Easement Area" (collectively, the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary

vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements.** The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend.** Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term.** Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial

Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements arising or occurring by, through and under Grantor. The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

8. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the

Grantor's Land adjacent to the Easement Area and for ingress and egress to and from adjacent lands, including the right to construct new roads on the Easement Area provided that: (i) any new roads shall be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's Transmission and Telecommunications Facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. In addition, Grantor reserves the right to use and remove sand and gravel from the gravel pit located within the Easement Area, provided that Grantor shall be responsible for any permits required in connection with Grantor's use, such use shall be in compliance with applicable laws, such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed or undermine or damage the Transmission and Telecommunication Facilities constructed by Grantee. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the Transmission and Telecommunication Facilities to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for any line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

9. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will: (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

10. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

11. **Grantee's Default**. If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

12. **Right to Mortgage**. Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of Grantee's interests in the Land. These various security interests in all or a part of Grantee's interests in the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**." If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

13. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and

easements herein conveyed or Grantee's interests in the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

14. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

15. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

16. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Scott Gardner
P.O. Box 189
Lincoln, ME 04457

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

18. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

19. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

20. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

21. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

22. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context

clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

23. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

24. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

25. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

26. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **Scott Gardner** has executed this instrument this 29th day of September, 2010.

Scott Gardner

STATE OF MAINE §
§
COUNTY OF Penobscot § Sept 29, 2010

Personally appeared the above-named Scott Gardner and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: Pamela A. Hoxie

PAMELA A. HOXIE, NOTARY PUBLIC
PENOBSCOT COUNTY, STATE OF MAINE
MY COMMISSION EXPIRES 2/6/12

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 8th day of October, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: [signature]
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk Oct. 8, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

[signature]
Notary Public

Print Name of Notary: TRACY J. GEAR

TRACY J. GEAR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 4, 2014

SEAL

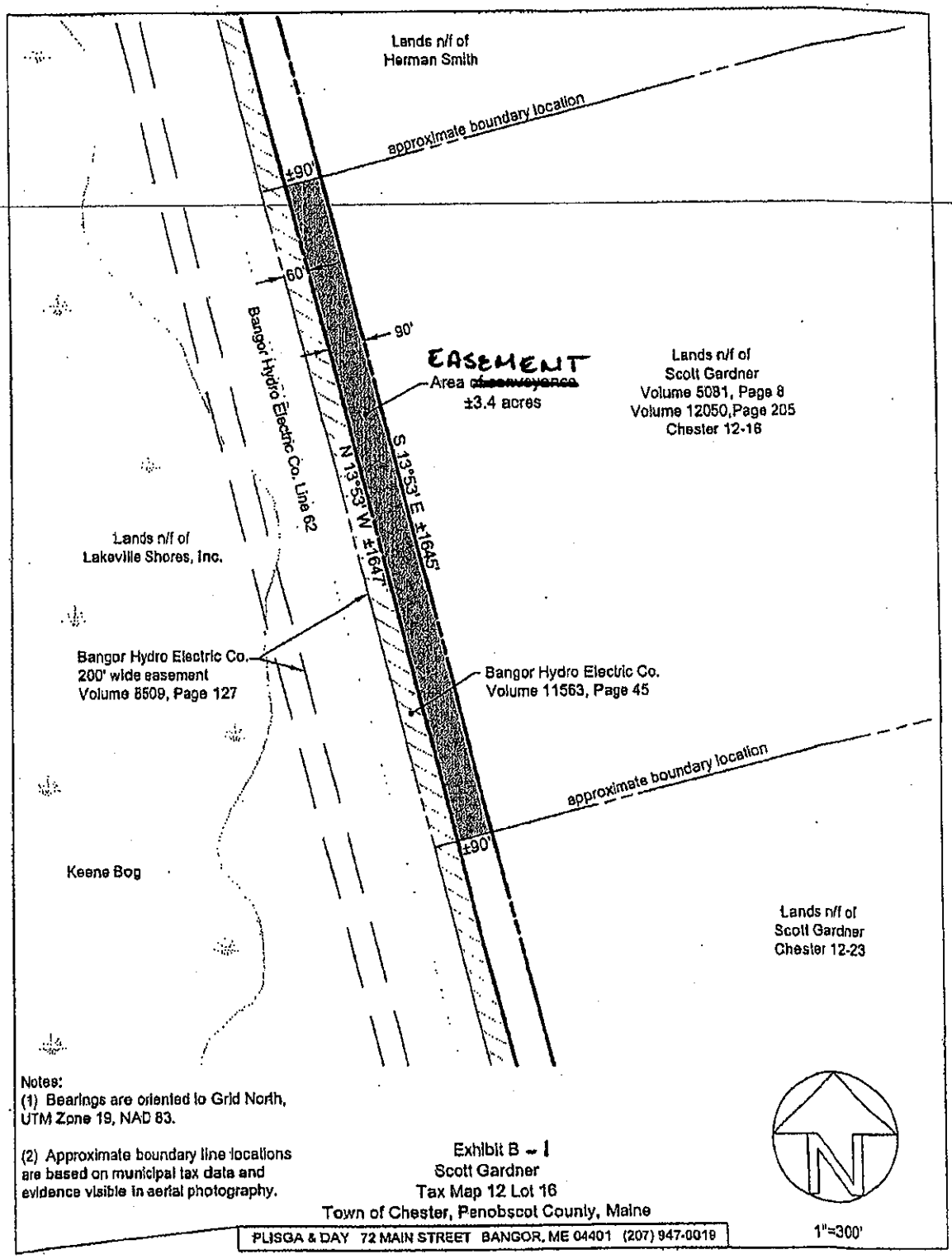
EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Scott Gardner, as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, as Grantee

1. Quitclaim Deed with Covenant dated February 2, 2010, from Thomas Gardner to Scott Gardner recorded February 10, 2010 in the Penobscot County Registry of Deeds in Book 12050, Page 205. (Chester 12-16, 12-23, & 13-2)

2. Warranty Deed dated September 27, 1995 from Barbara Whitney to Thomas Gardner and Scott Gardner, recorded October 2, 1995, in the Penobscot County Registry of Deeds in Book 5960, Page 13. (Chester 12-23 & 13-2)

3. Warranty Deed dated May 19, 1992 from Haskell Lumber, Inc. to Thomas Gardner and Scott Gardner, recorded June 1, 1992, in the Penobscot County Registry of Deeds in Book 5081, Page 87. (Chester 12-16).



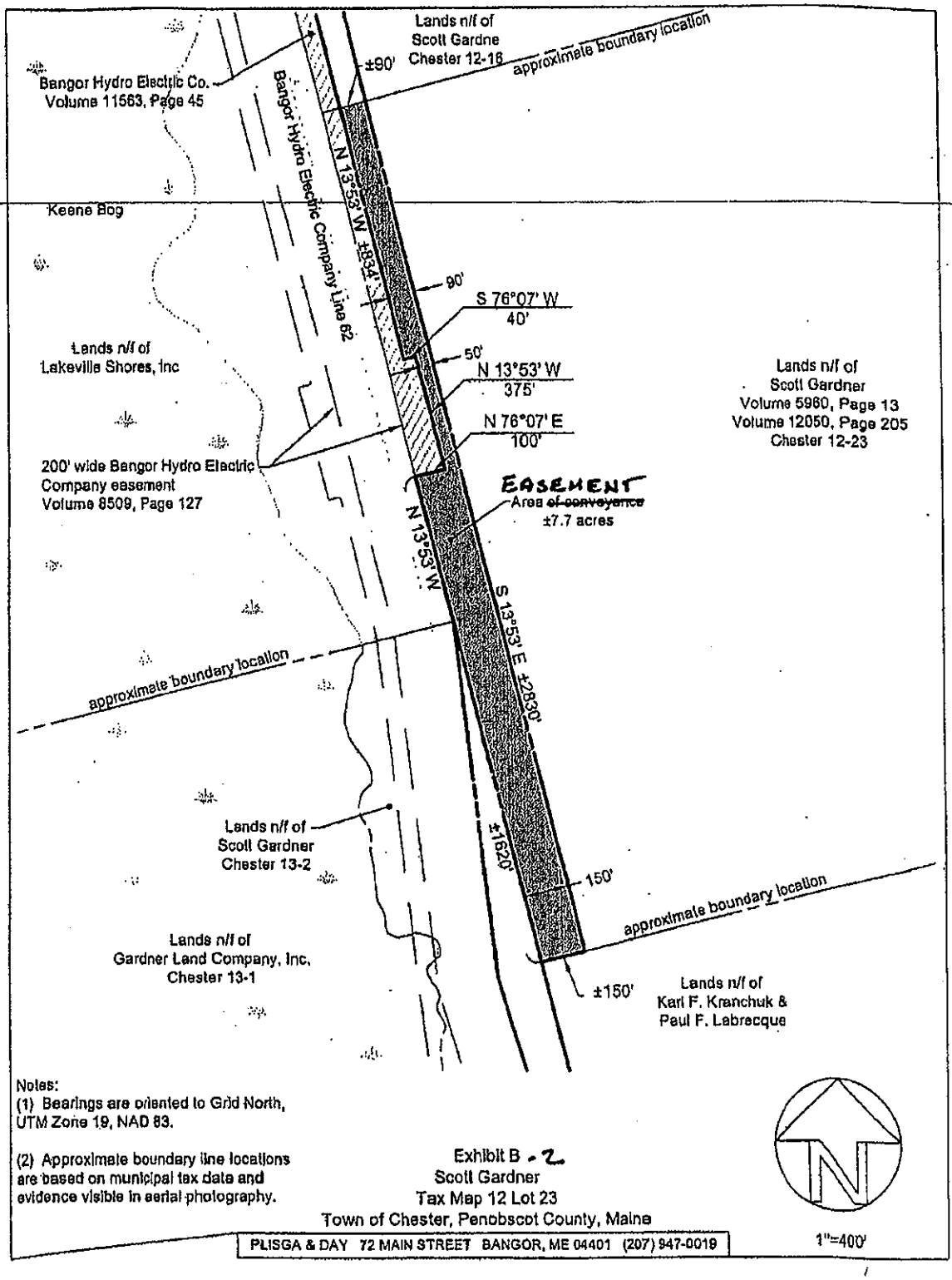
Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B - 1
Scott Gardner
Tax Map 12 Lot 16
Town of Chester, Penobscot County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=300'



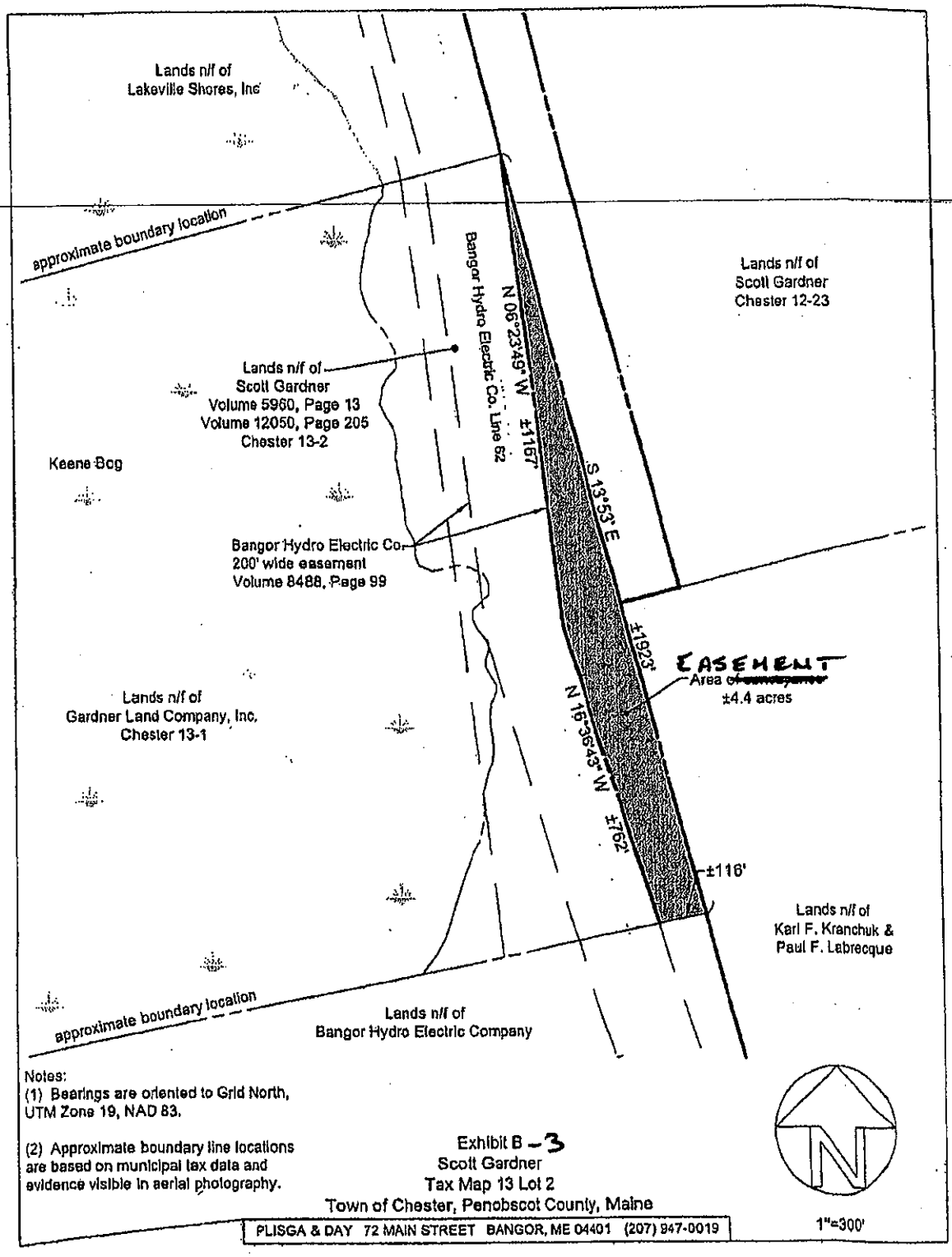
Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B - 2
Scott Gardner
Tax Map 12 Lot 23
Town of Chester, Penobscot County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=400'



PENOBSCOT COUNTY MAINE

Susan F. Bulay
Register of Deeds

Bk 12312 Pg60 #34774
11-09-2010 @ 10:30a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **SCOTT GARDNER**, an individual, with a mailing address of P.O. Box 189, Lincoln, ME 04457 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of certain real property (the "**Land**") located in the Township of Chester, Penobscot County, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Transmission and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibits B-1, B-2 and B-3** attached hereto (collectively, "**Exhibit B**") as the "Easement Area" (collectively, the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary

vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial

Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements arising or occurring by, through and under Grantor. The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

8. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the

Grantor's Land adjacent to the Easement Area and for ingress and egress to and from adjacent lands, including the right to construct new roads on the Easement Area provided that: (i) any new roads shall be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's Transmission and Telecommunications Facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. In addition, Grantor reserves the right to use and remove sand and gravel from the gravel pit located within the Easement Area, provided that Grantor shall be responsible for any permits required in connection with Grantor's use, such use shall be in compliance with applicable laws, such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed or undermine or damage the Transmission and Telecommunication Facilities constructed by Grantee. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the Transmission and Telecommunication Facilities to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for any line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

9. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will: (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

10. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

11. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

12. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of Grantee's interests in the Land. These various security interests in all or a part of Grantee's interests in the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

13. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and

easements herein conveyed or Grantee's interests in the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

14. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

15. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

16. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Scott Gardner
P.O. Box 189
Lincoln, ME 04457

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

18. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

19. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

20. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

21. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

22. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context

clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

23. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

24. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

25. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

26. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **Scott Gardner** has executed this instrument this 29th day of September, 2010.

Scott Gardner

STATE OF MAINE §
§
COUNTY OF Penobscot § Sept 29, 2010

Personally appeared the above-named Scott Gardner and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: Pamela A. Hoxie

PAMELA A. HOXIE, NOTARY PUBLIC
PENOBSCOT COUNTY, STATE OF MAINE
MY COMMISSION EXPIRES 2/6/12

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 8th day of October, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk Oct. 8, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

_____
Notary Public

Print Name of Notary: TRACY J. GEAR

TRACY J. GEAR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 4, 2014

SEAL

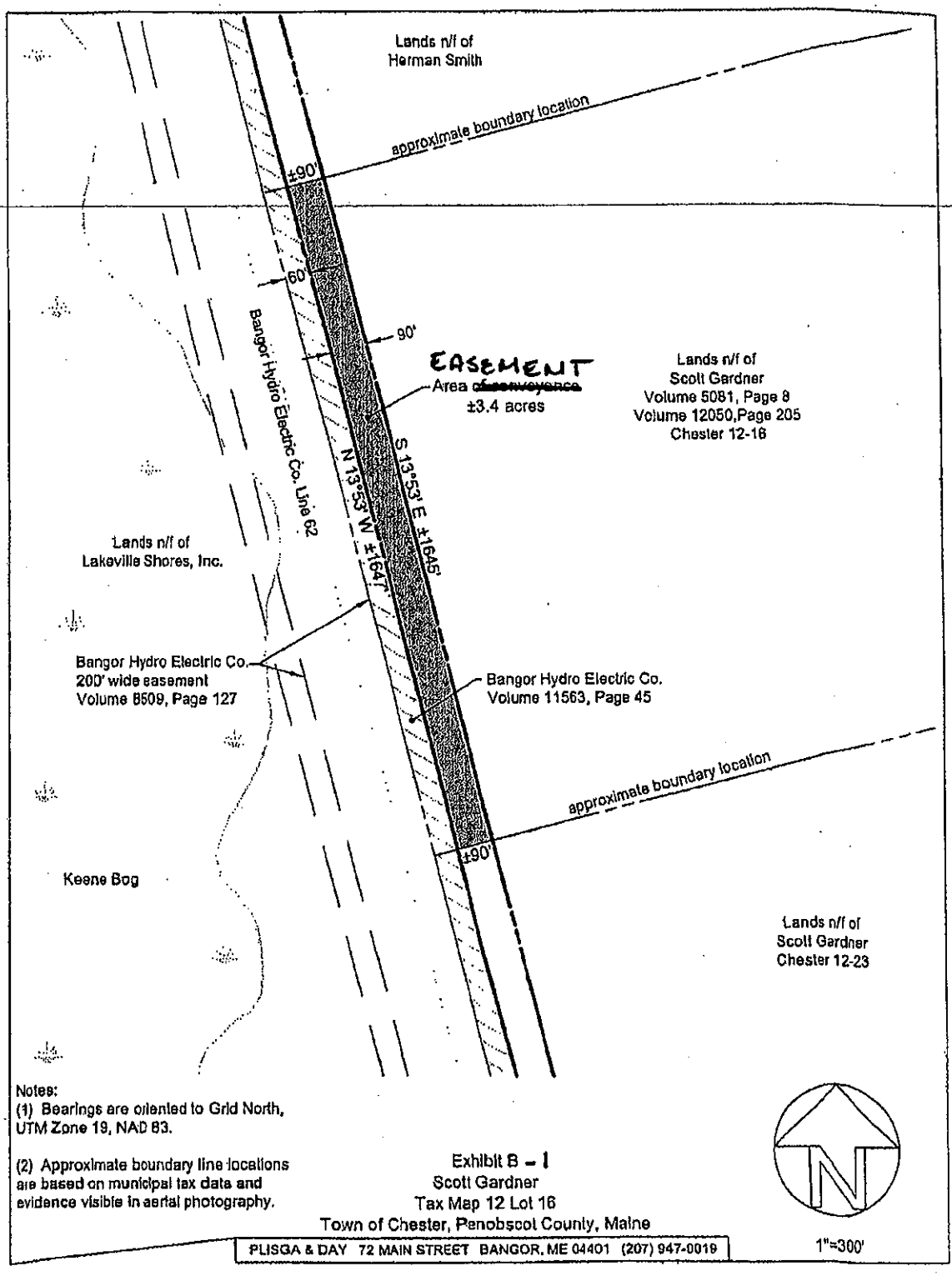
EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Scott Gardner, as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, as Grantee

1. Quitclaim Deed with Covenant dated February 2, 2010, from Thomas Gardner to Scott Gardner recorded February 10, 2010 in the Penobscot County Registry of Deeds in Book 12050, Page 205. (Chester 12-16, 12-23, & 13-2)

2. Warranty Deed dated September 27, 1995 from Barbara Whitney to Thomas Gardner and Scott Gardner, recorded October 2, 1995, in the Penobscot County Registry of Deeds in Book 5960, Page 13. (Chester 12-23 & 13-2)

3. Warranty Deed dated May 19, 1992 from Haskell Lumber, Inc. to Thomas Gardner and Scott Gardner, recorded June 1, 1992, in the Penobscot County Registry of Deeds in Book 5081, Page 87. (Chester 12-16).



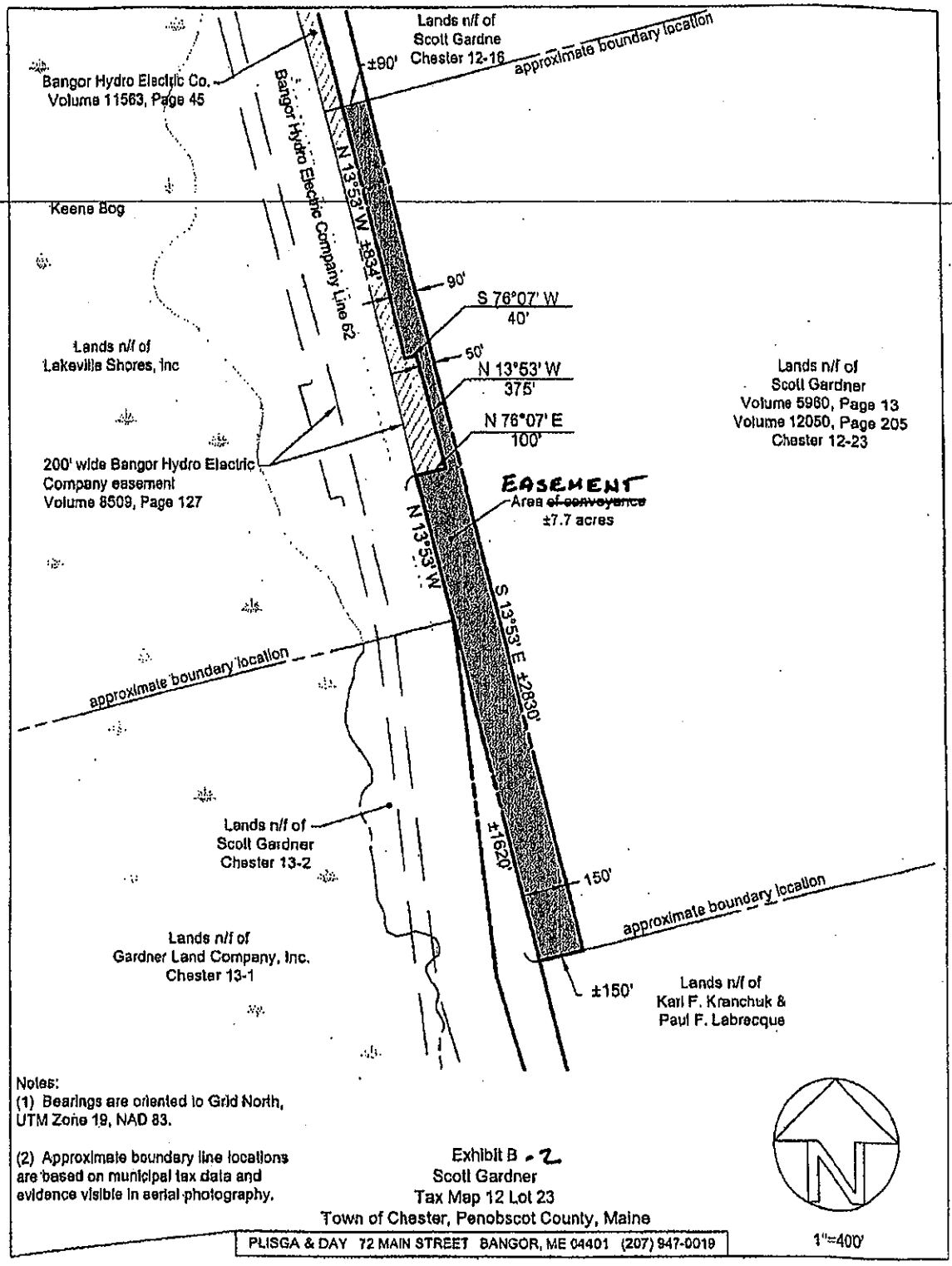
Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B - 1
Scott Gardner
Tax Map 12 Lot 16
Town of Chester, Penobscot County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=300'



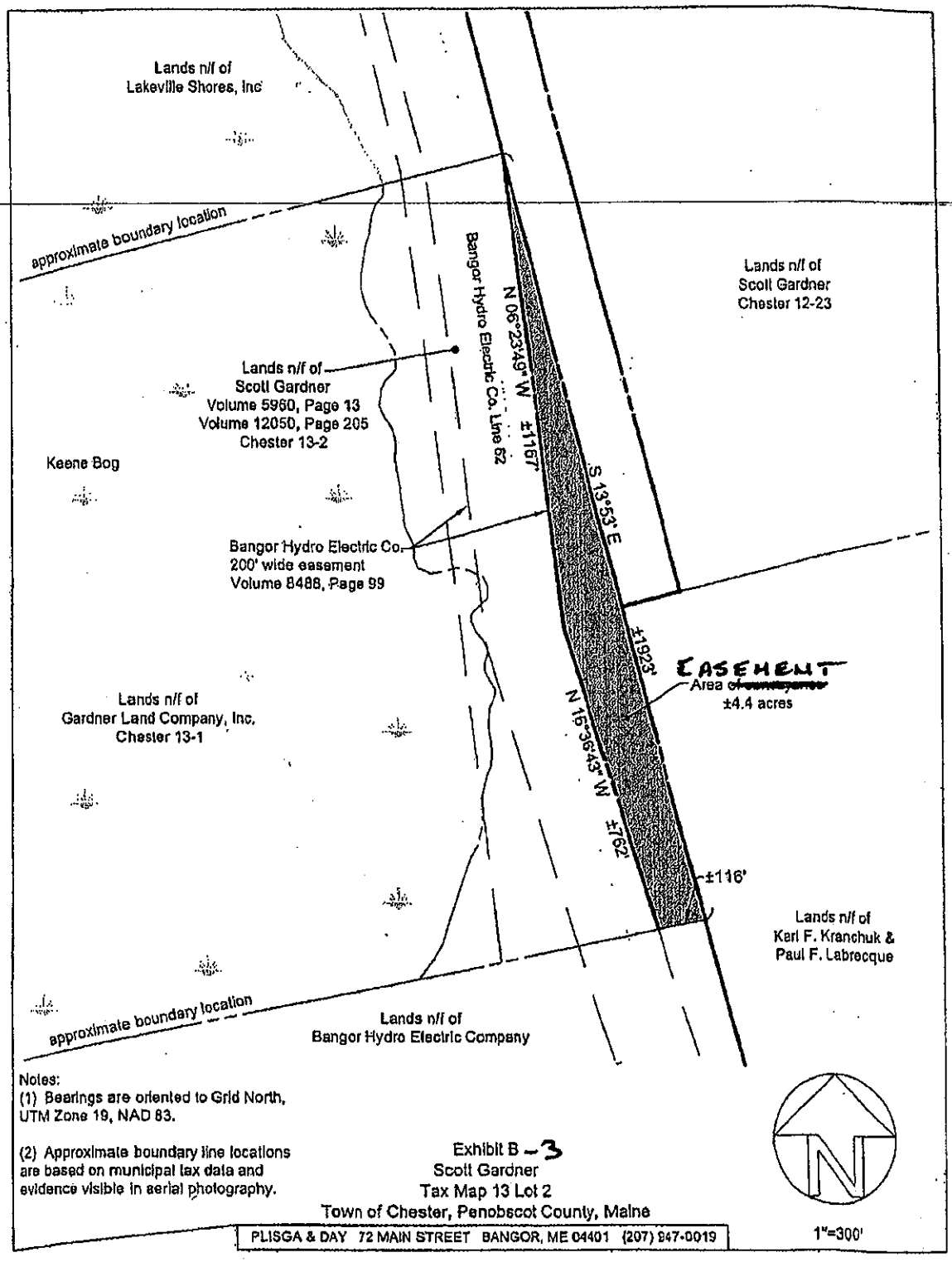
Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B - 2
Scott Gardner
Tax Map 12 Lot 23
Town of Chester, Penobscot County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=400'



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B – 3
Scott Gardner
Tax Map 13 Lot 2
Town of Chester, Penobscot County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=300'

PENOBSCOT COUNTY MAINE
Susan F. Bibby
Register of Deeds

Bk 12312 Pg60 #34774
11-09-2010 @ 10:30a

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **SCOTT GARDNER**, an individual, with a mailing address of P.O. Box 189, Lincoln, ME 04457 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of certain real property (the "**Land**") located in the Township of Chester, Penobscot County, Maine described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement"**) for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibits B-1, B-2 and B-3** attached hereto (collectively, "**Exhibit B**") as the "Easement Area" (collectively, the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their

strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary

vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with warranty covenants, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with warranty covenants, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Term of Easements**. The initial term of the easements granted in Sections One (1), Two (2) and Three (3), and Four (4) above (collectively, the "**Easements**") shall be thirty-six (36) months (the "**Initial Term**"), commencing on the Effective Date, unless Grantee exercises the Rights to Extend the term of the Easements in accordance with Section 6.

6. **Right to Extend**. Grantor hereby grants to Grantee the exclusive right to extend the term of the Easements granted hereunder (the "**Right to Extend**") on the following terms and conditions.

a. **Extended Term**. Grantee shall have the right to extend the Initial Term for an additional twenty-four (24) months (the "**Extended Term**") by written notice to Grantor (the "**Initial Extension Notice**") delivered at any time prior to the expiration date of the Initial Term and payment to Grantor of the sum set forth in a separate Compensation Agreement between the Parties of even date herewith (the "**Initial Extension Payment**"). The Initial Term and Extended Term are collectively referred to herein as the "**Term**". Grantee's delivery of the Initial Extension Notice and the Initial Extension Payment shall automatically extend the term of the Easements for the Extended Term. Grantee shall record the Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Initial

Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming the Extended Term. Notwithstanding anything to the contrary herein, the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Initial Extension Notice and the Initial Extension Payment within thirty days of Grantor's notice.

b. **Final Extension**. Grantee may further exercise the Right to Extend by giving written notice to Grantor (the "**Final Extension Notice**") at any time during the Term and by payment to Grantor of a sum (the "**Final Easement Payment**") set forth in a separate Compensation Agreement of even date herewith between Grantor and Grantee. Upon delivery of the Final Extension Notice and the Final Easement Payment, the Easements granted hereunder shall automatically and without further action by Grantor or Grantee become perpetual; and all other terms and conditions of the Easements granted hereunder shall remain in effect. Grantee shall record the Final Extension Notice in the Registry of Deeds; however, failure to record such notice shall not affect the validity or enforceability of such extension. The Parties agree that the single signature of Grantee on the recorded Final Extension Notice is sufficient and may be relied upon for all purposes; however, upon Grantee's written request, Grantor shall execute and deliver to Grantee a recordable instrument in form satisfactory to Grantee confirming that the Easements are perpetual. Notwithstanding anything to the contrary herein the Easements shall expire and the rights of Grantee under this Agreement shall terminate only after notice from Grantor; such notice shall provide Grantee with a grace period of thirty (30) days by permitting Grantee the Right to Extend by delivering the Final Extension Notice and the Final Easement Payment to Grantor within thirty days of Grantor's notice. If Grantee then fails to so exercise its Right to Extend, upon written request by Grantor, Grantee shall record in the Registry of Deeds an instrument confirming the expiration of the Easements.

7. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements arising or occurring by, through and under Grantor. The term "warranty covenants" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

8. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the

Grantor's Land adjacent to the Easement Area and for ingress and egress to and from adjacent lands, including the right to construct new roads on the Easement Area provided that: (i) any new roads shall be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's Transmission and Telecommunications Facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. In addition, Grantor reserves the right to use and remove sand and gravel from the gravel pit located within the Easement Area, provided that Grantor shall be responsible for any permits required in connection with Grantor's use, such use shall be in compliance with applicable laws, such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed or undermine or damage the Transmission and Telecommunication Facilities constructed by Grantee. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the Transmission and Telecommunication Facilities to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for any line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

9. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will: (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

10. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

11. **Grantee's Default.** If Grantee fails after due notice and passage of grace periods to make any payment to be made by Grantee pursuant to Section 6 (Right to Extend) hereof, Grantor's sole and exclusive remedy in lieu of all other rights and remedies at law or in equity, shall be as set forth in said Section 6 of this Agreement. If Grantee fails to comply with any other material obligations hereunder (i.e., other than monetary payments described in said Section 6), and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

12. **Right to Mortgage.** Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of Grantee's interests in the Land. These various security interests in all or a part of Grantee's interests in the Land are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

13. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and

easements herein conveyed or Grantee's interests in the Land (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

14. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

15. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

16. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

17. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Scott Gardner
P.O. Box 189
Lincoln, ME 04457

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

18. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

19. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

20. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

21. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

22. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context

clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

23. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

24. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

25. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

26. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **Scott Gardner** has executed this instrument this 29th day of September, 2010.

Scott Gardner

STATE OF MAINE §
§
COUNTY OF Penobscot § Sept 29, 2010

Personally appeared the above-named Scott Gardner and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name of Notary: Pamela A. Hoxie

PAMELA A. HOXIE, NOTARY PUBLIC
PENOBSCOT COUNTY, STATE OF MAINE
MY COMMISSION EXPIRES 2/6/13

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **MAINE GENLEAD, LLC**, has caused this instrument to be executed by its duly authorized representative this 8th day of October, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk Oct. 8, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

_____
Notary Public

Print Name of Notary: TRACY J. GEAR

TRACY J. GEAR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 4, 2014

SEAL

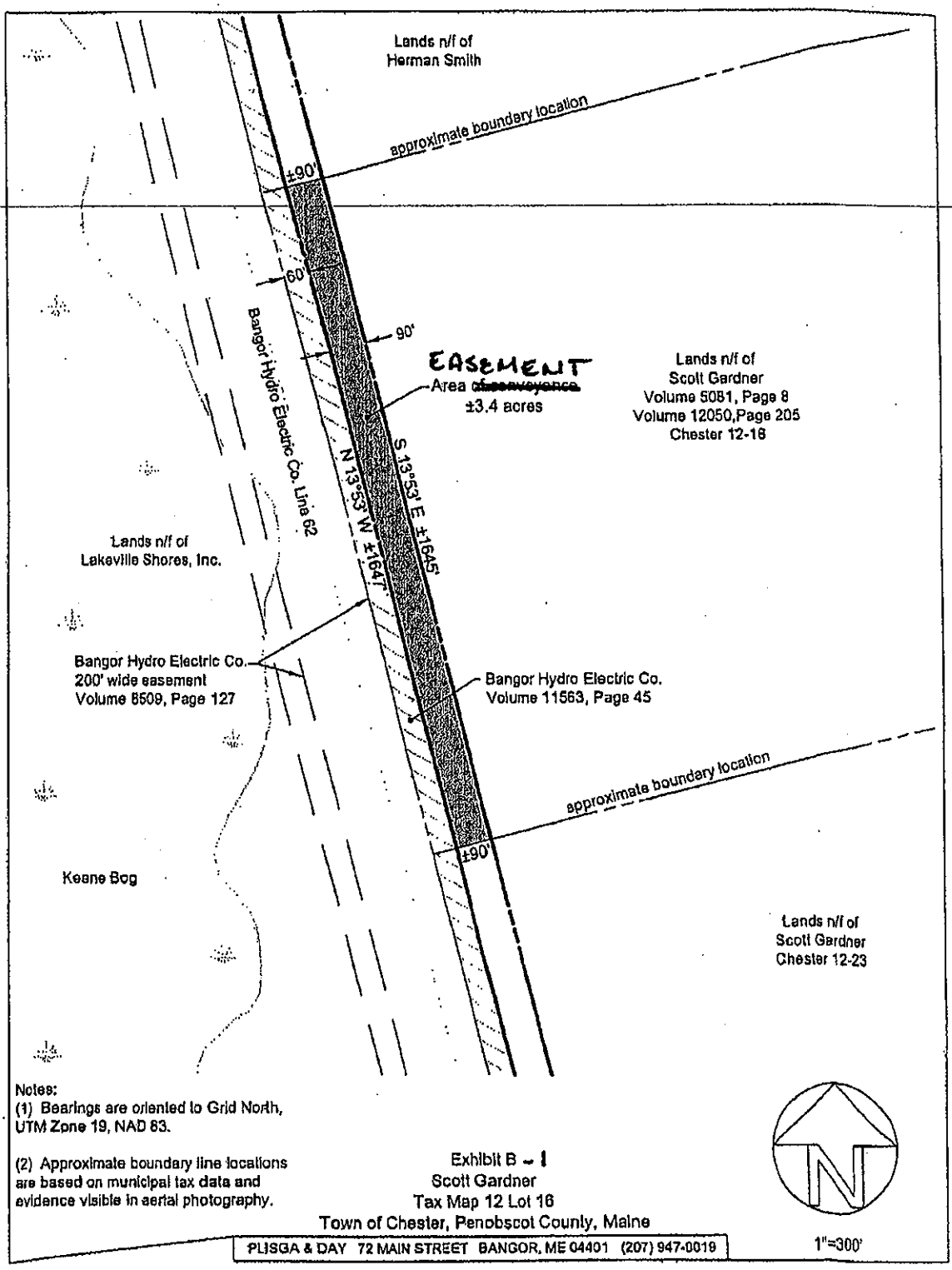
EXHIBIT A

Attached to that certain Transmission Easement Agreement by and between Scott Gardner, as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, as Grantee

1. Quitclaim Deed with Covenant dated February 2, 2010, from Thomas Gardner to Scott Gardner recorded February 10, 2010 in the Penobscot County Registry of Deeds in Book 12050, Page 205. (Chester 12-16, 12-23, & 13-2)

2. Warranty Deed dated September 27, 1995 from Barbara Whitney to Thomas Gardner and Scott Gardner, recorded October 2, 1995, in the Penobscot County Registry of Deeds in Book 5960, Page 13. (Chester 12-23 & 13-2)

3. Warranty Deed dated May 19, 1992 from Haskell Lumber, Inc. to Thomas Gardner and Scott Gardner, recorded June 1, 1992, in the Penobscot County Registry of Deeds in Book 5081, Page 87. (Chester 12-16).



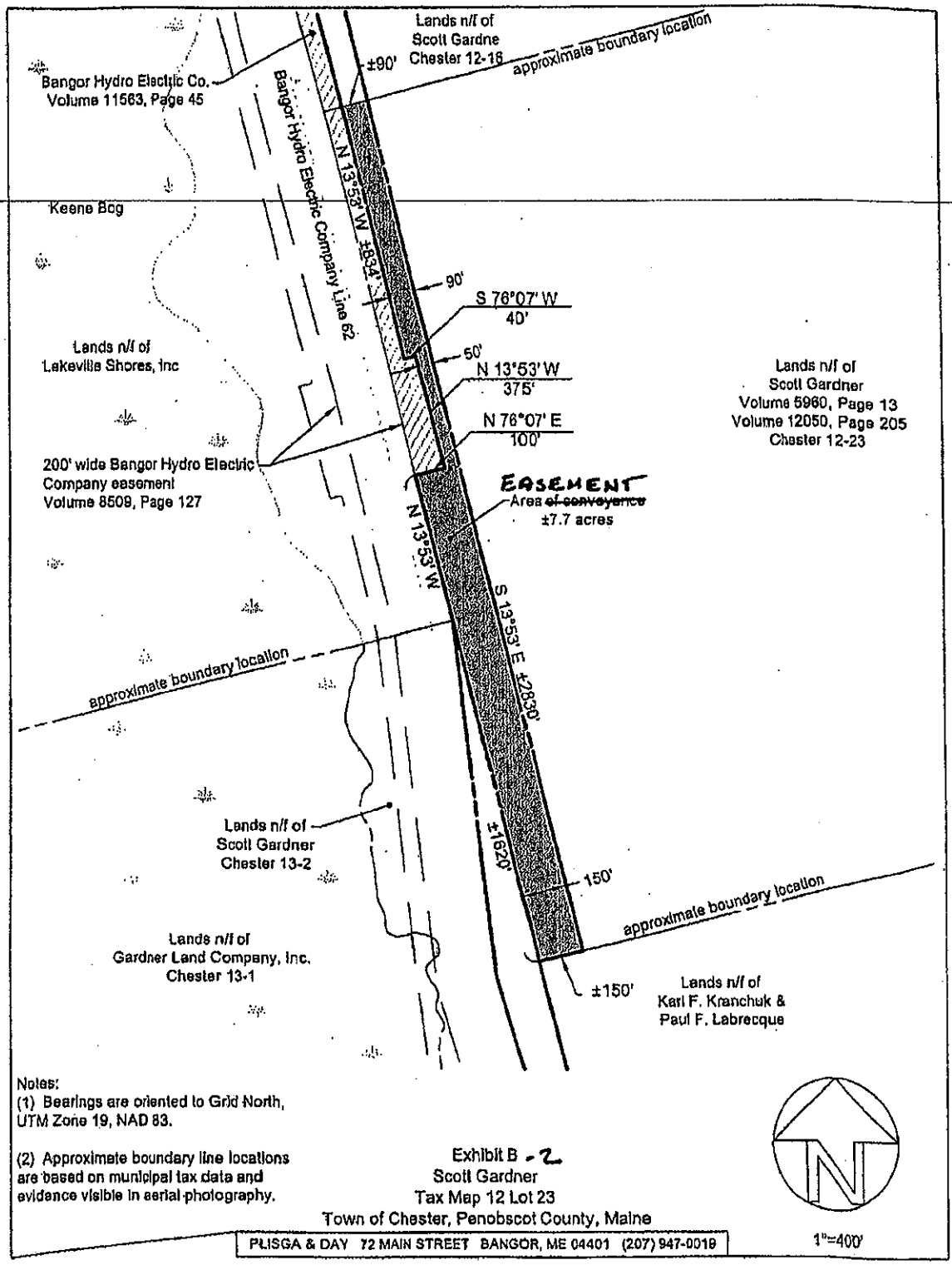
Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B - 1
Scott Gardner
Tax Map 12 Lot 16
Town of Chester, Penobscot County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=300'



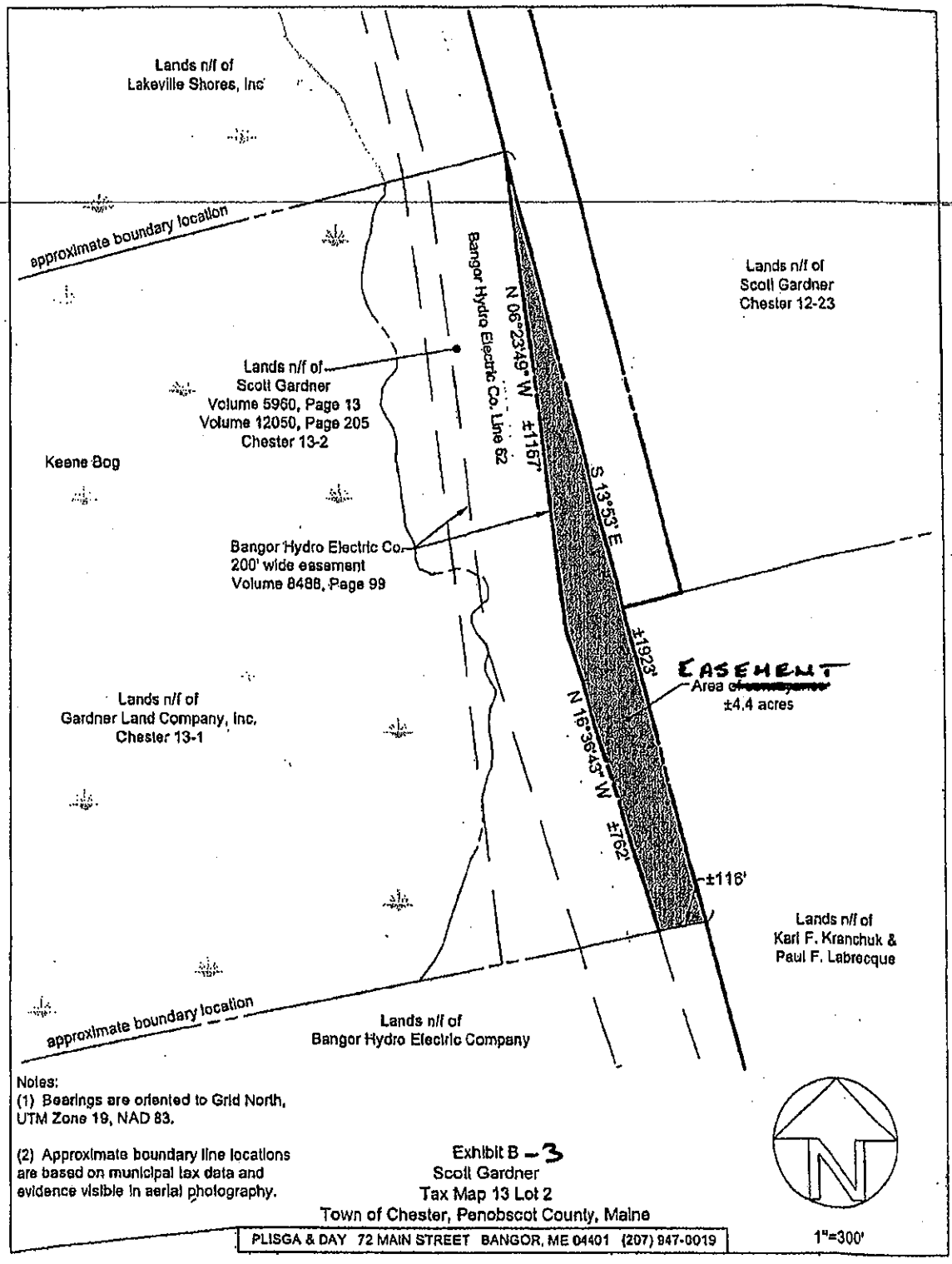
Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B - 2
Scott Gardner
Tax Map 12 Lot 23
Town of Chester, Penobscot County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

1"=400'



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data and evidence visible in aerial photography.

Exhibit B – 3
Scott Gardner
Tax Map 13 Lot 2
Town of Chester, Penobscot County, Maine

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

PENOBSCOT COUNTY MAINE
Susan F. Bulay
Register of Deeds

Bk 12374 Pg22 #867
01-10-2011 @ 10:32a

GENERATOR LEAD EASEMENT AGREEMENT

WHEREAS, **BANGOR HYDRO ELECTRIC COMPANY**, a Maine corporation with a place of business at 970 Illinois Avenue, Bangor, Maine 04401 (hereinafter referred to as "BHE", which word is intended to include, unless expressly stated otherwise, BHE and its successors and assigns), owns certain lands or easement rights in lands located in the Town of Chester, Penobscot County, Maine (hereinafter, the "BHE Land"), acquired pursuant to the instruments listed on **Schedule 1** attached and made a part hereof (the "BHE Deeds"); and

WHEREAS, BHE presently operates and maintains certain transmission lines (which, together with any and all repairs, replacements or upgrades, shall hereinafter collectively be referred to as the "BHE Transmission Line") on a portion of the BHE Land; and

WHEREAS, **MAINE GENLEAD, LLC** , a Delaware limited liability company with a place of business and mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 (hereinafter referred to as "MG," which word is intended to include, unless expressly stated otherwise, MG and its successors and assigns), desires to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove a single overhead 115 kV electric line, consisting of suitable and sufficient poles, cables, and towers with sufficient foundations together with lines extending upon, within and between the same for the transmission of electric energy and intelligence related thereto, together with any fixtures, anchors, guys, cross arms, and other equipment and appurtenances (hereinafter, the "MG Generator Lead"), in part on the BHE Land, in connection with MG's wind project in Oakfield, Aroostook County, Maine (the "Oakfield Wind Project"), as said Project may be expanded, and any future wind project that may utilize the MG Generator Lead; and

WHEREAS, this Agreement sets forth, among other things, including, but not limited to, rights reserved by BHE in the BHE Land and those rights assigned by BHE to MG and those obligations assumed by MG on and over those portions of the BHE Land more particularly described on **Schedule 2** attached hereto as "Area 1", "Area 2", "Area 3" and "Area 4", (collectively, the "Easement Areas"), which Easement Areas are each generally depicted on **Exhibit A** attached hereto and made a part hereof as follows:

Exhibit A-1 = Area 1;

Exhibit A-2 = Area 2;

Exhibits A-3, A-3-1 and A-3-2 = Area 3; and

Exhibit A-4 = Area 4.

NOW THEREFORE:

BHE assigns, grants, transfers and conveys to MG, with QUITCLAIM COVENANT, but only to the extent of the existing grant or grants of rights to BHE in the BHE Deeds and no more, and subject to all terms and conditions set forth or referred to in said BHE Deeds, it being the parties' intent that, notwithstanding anything to the contrary set forth herein, this Agreement shall not create any rights in favor of MG that exceed the existing rights of BHE in the BHE Land that may be assigned by BHE to MG as set forth in the BHE Deeds, the easement rights, privileges, and consents more particularly described in **Exhibit B**, attached hereto and made a part hereof.

EXCEPTING AND RESERVING TO BHE, its successors and assigns, all rights and easements in and to the BHE Land as set forth or referred to in the BHE Deeds, and all other rights of BHE as fee owner of the BHE Land, where applicable, not conveyed hereunder, together with the easements and rights more particularly described in **Exhibit C** attached hereto and made a part hereof.

This conveyance by BHE is made SUBJECT TO those matters listed on **Schedule 3** attached and made a part hereof.

Also, this conveyance by BHE and the rights and easements reserved hereunder by BHE are made **SUBJECT TO AND TOGETHER WITH** the covenants, terms and conditions set forth in **Exhibit D** attached hereto and made a part hereof.

BHE and MG (hereinafter, individually, a "Party" and collectively the "Parties") hereby acknowledge, covenant and agree that the terms and conditions of this Agreement shall be construed such that all of the terms of this Agreement shall be given full force and effect to the greatest extent possible.

SUCCESSORS AND ASSIGNS:

This Agreement and all the rights and easements conveyed and reserved herein inure to the benefit of and are binding upon the respective successors and assigns of BHE and MG. Notwithstanding anything to the contrary herein, MG shall have the right to assign or transfer this Agreement and the interests acquired by this Agreement, in whole or in part, including the right, without the consent of BHE but subject to prior notice to BHE, to assign all of its right, title and interest in, or make a collateral assignment of, this Agreement and the interests acquired hereunder, to one or more parties providing debt or equity financing of the Oakfield Wind Project and/or MG's surety (individually, a "Financing Party" and collectively, the "Financing Parties", and such collateral assignment, a "Financing Transfer"). MG's right to a Financing Transfer is subject to the condition that if the Financing Party exercises its remedies with respect to this Agreement, all terms of this Agreement shall be binding upon the Financing Party, and moreover, the terms and conditions of this Agreement shall be binding upon the recipient of a future transfer by or assignment from a Financing Transfer. Any Financing Transfer shall be subject to the prohibitions of this paragraph.

This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be

taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Bangor Hydro Electric Company has caused this Agreement to be signed by Peter E. Dawes, its duly authorized V.P. Finance, and Maine GenLead, LLC has caused this Agreement to be signed by Paul Gayor, President, its Maine Wind Holdings, LLC duly authorized Member, as of the 21st day of December, 2010.

BANGOR HYDRO ELECTRIC COMPANY

Witness:
Date: December 21, 2010

By: Peter E. Dawes
Name: Peter E. Dawes
Its: V.P. Finance

Penobscot County, Maine

Dec. 21, 2010

Personally appeared the above-named Peter E. Dawes, V.P. Finance of Bangor Hydro Electric Company, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

Notary Public/Attorney at Law
Printed Name:

SEAL

My commission expires

KAREN A. BELL
Notary Public • State of Maine
My Commission Expires July 6, 2012

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: RLG
Name: Paul Gaynor
Its: President

Witness:
Date:

~~Commonwealth~~ of Massachusetts
~~Suffolk~~ County

January 5, 2011

Personally appeared the above-named Paul Gaynor, President of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, and acknowledged the foregoing to be her free act and deed in her said capacity and the free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
~~Notary Public~~
Printed Name: Linna M. Taylor

12.2.16
My commission expires

SEAL

LIST OF EXHIBITS

Exhibit A
Depictions of Easement Areas
Comprised of the following six sheets:
Exhibit A-1
Exhibit A-2
Exhibit A-3
Exhibit A-3-1
Exhibit A-3-2
Exhibit A-4

Exhibit B
Easements from BHE to MG

Exhibit C
BHE's Reserved Rights

Exhibit D
Covenants, Terms and Conditions of Easements

EXHIBIT A
Depictions of Easement Areas

Comprised of the following six sheets:

Exhibit A-1

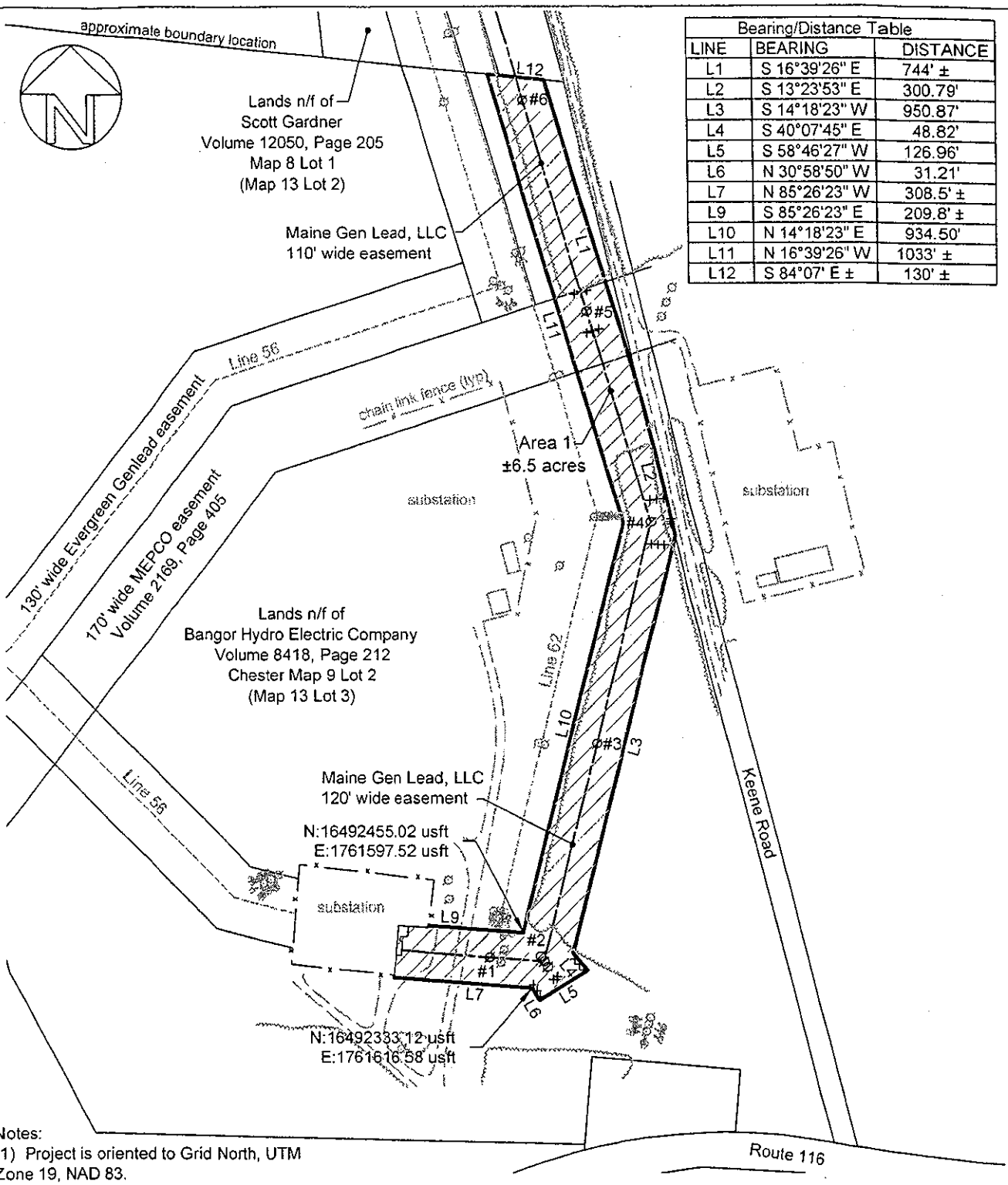
Exhibit A-2

Exhibit A-3

Exhibit A-3-1

Exhibit A-3-2

Exhibit A-4



Bearing/Distance Table		
LINE	BEARING	DISTANCE
L1	S 16°39'26" E	744' ±
L2	S 13°23'53" E	300.79'
L3	S 14°18'23" W	950.87'
L4	S 40°07'45" E	48.82'
L5	S 58°46'27" W	126.96'
L6	N 30°58'50" W	31.21'
L7	N 85°26'23" W	308.5' ±
L9	S 85°26'23" E	209.8' ±
L10	N 14°18'23" E	934.50'
L11	N 16°39'26" W	1033' ±
L12	S 84°07' E ±	130' ±

Notes:
(1) Project is oriented to Grid North, UTM Zone 19, NAD 83.

(2) Boundary lines depicted hereon are approximate.

(3) Map and lot numbers in parentheses refer to numbers prior to the July 5, 2009 map revisions.

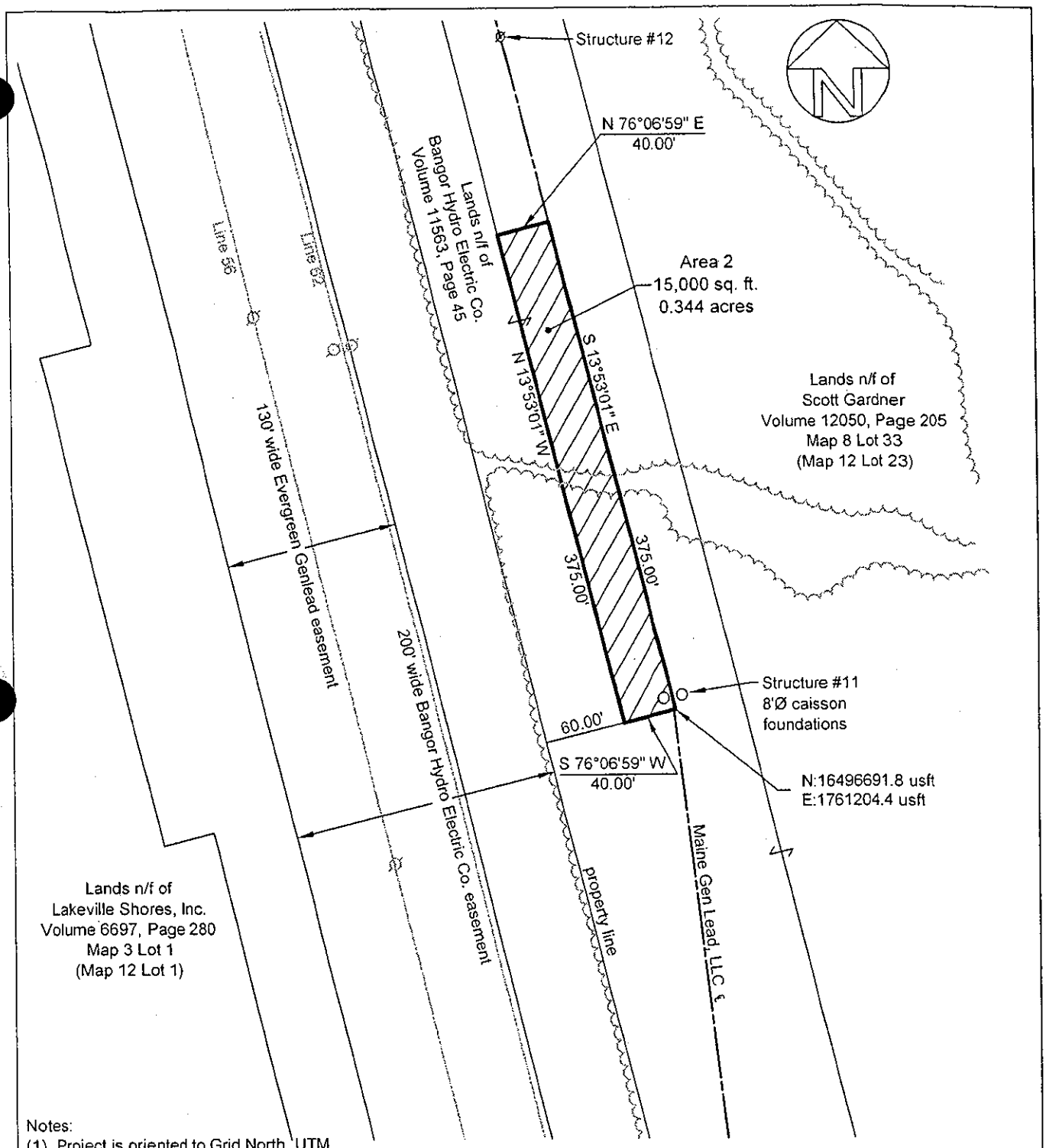
Symbols Legend
+ Proposed pole anchor location
∅ Proposed utility pole location

Exhibit A-1
Easement Area
Chester, Maine

1"=300'
0' 300'

09122.01
11/30/2010

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Project is oriented to Grid North, UTM Zone 19, NAD 83.

(2) Boundary lines depicted hereon are approximate.

(3) Map and lot numbers in parentheses refer to numbers prior to the July 5, 2009 map revisions.

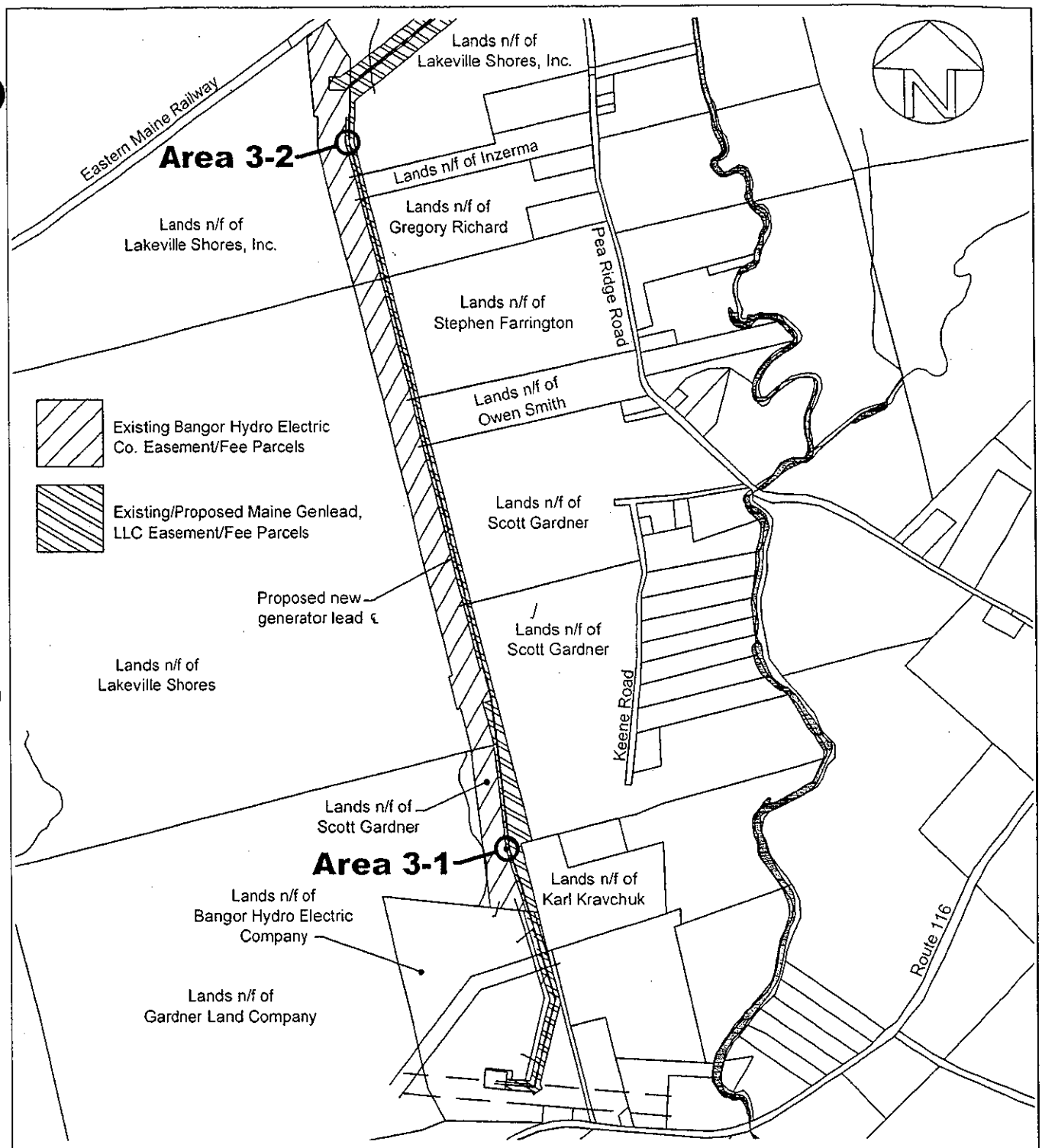
Symbols Legend
+ Proposed pole anchor location
Ø Proposed utility pole location

Exhibit A-2
Easement Area
Chester, Maine

1"=100'
0' 100'

09122.01
11/30/2010

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Project is oriented to Grid North, UTM Zone 19, NAD 83.

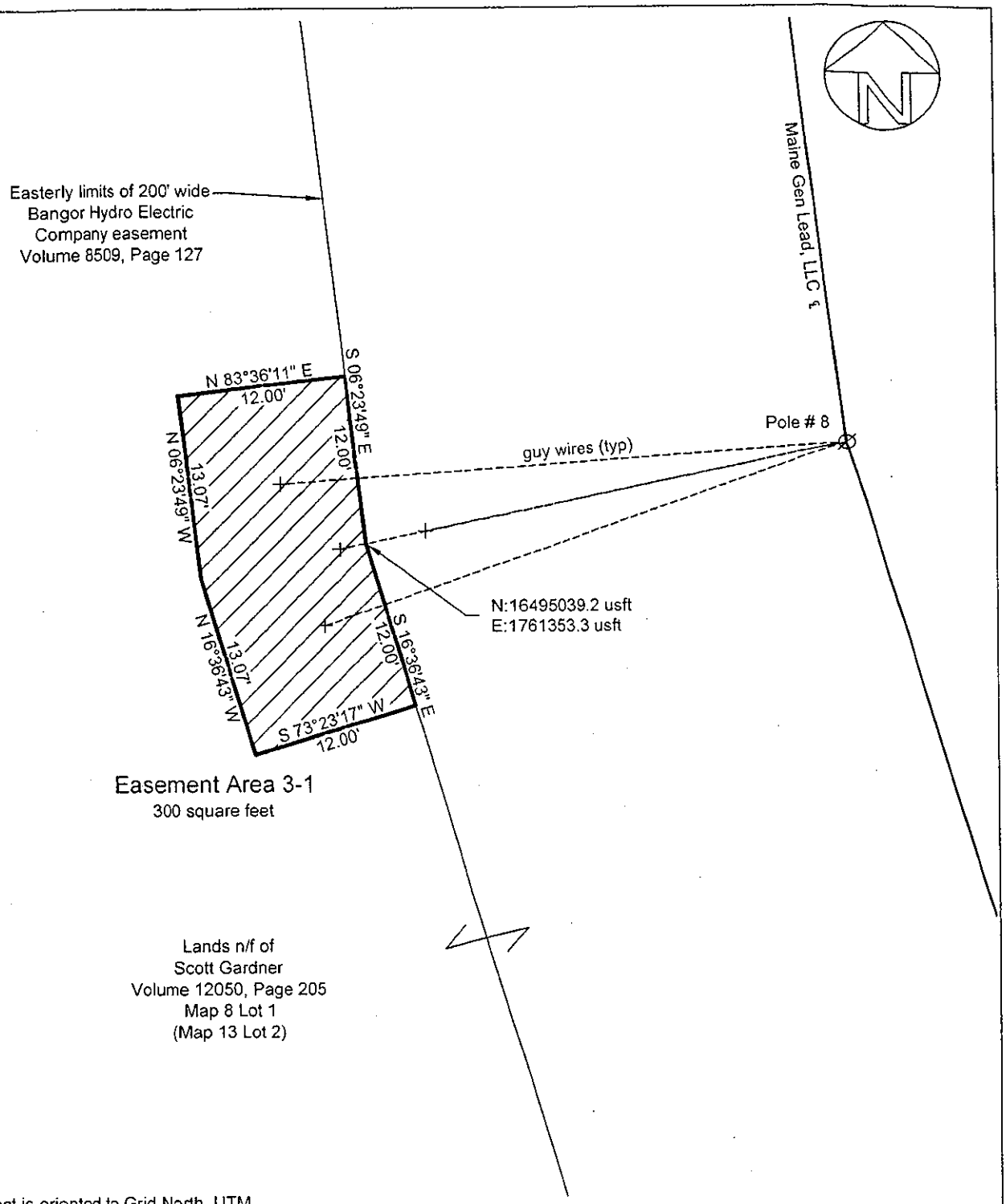
(2) Boundary lines depicted hereon are approximate.

Exhibit A-3-Index
Easement Areas
Chester, Maine

1"=1500'
0' 1500'

09122.01
11/30/2010

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Project is oriented to Grid North, UTM Zone 19, NAD 83.

(2) Boundary lines depicted hereon are approximate.

(3) Map and lot numbers in parentheses refer to numbers prior to the July 5, 2009 map revisions.

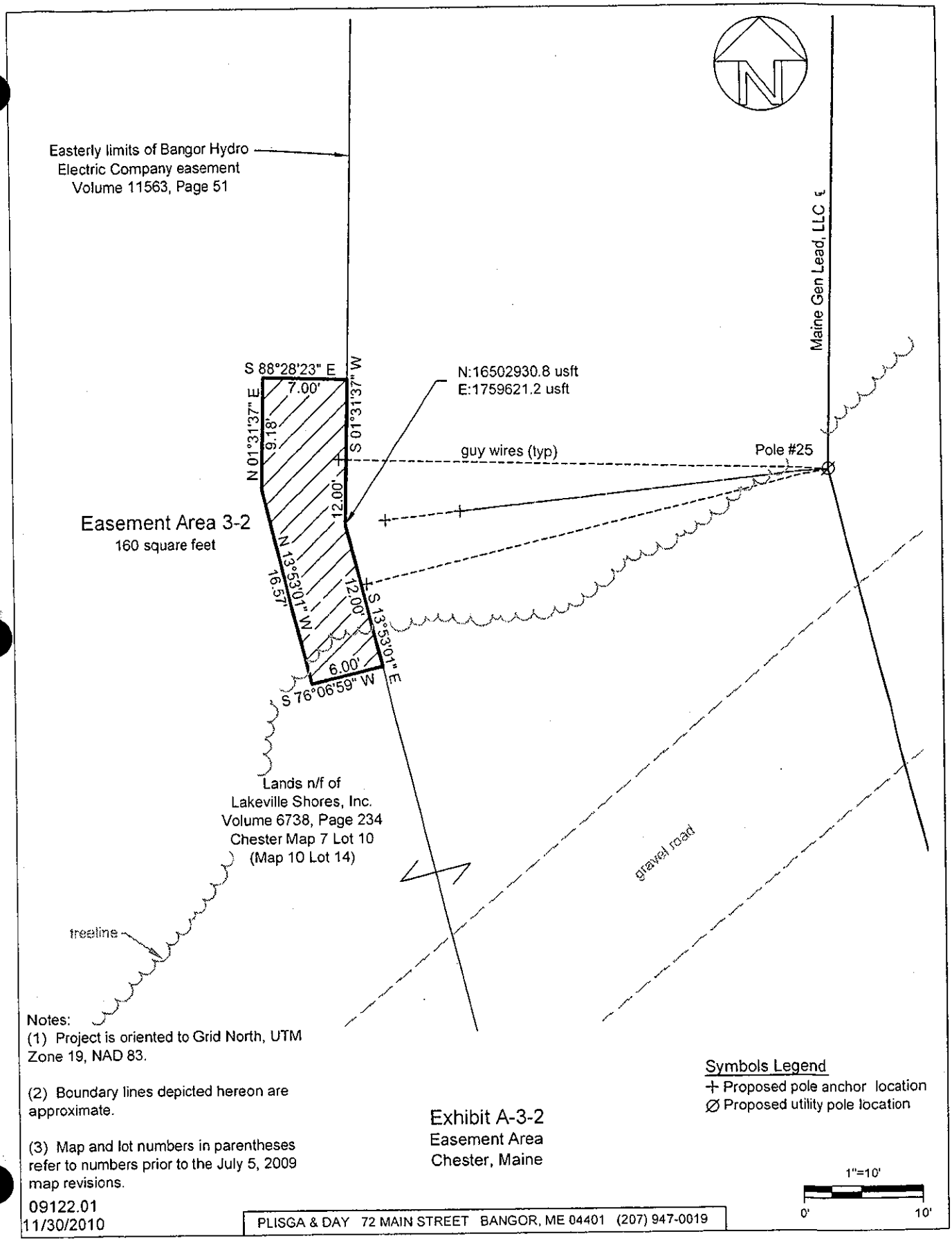
Symbols Legend
+ Proposed pole anchor location
∅ Proposed utility pole location

Exhibit A-3-1
Easement Area
Chester, Maine

1"=10'
0' 10'

09122.01
11/30/2010

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:

(1) Project is oriented to Grid North, UTM Zone 19, NAD 83.

(2) Boundary lines depicted hereon are approximate.

(3) Map and lot numbers in parentheses refer to numbers prior to the July 5, 2009 map revisions.

Symbols Legend

+ Proposed pole anchor location

∅ Proposed utility pole location

Exhibit A-3-2
Easement Area
Chester, Maine

1"=10'

0' 10'

09122.01
11/30/2010

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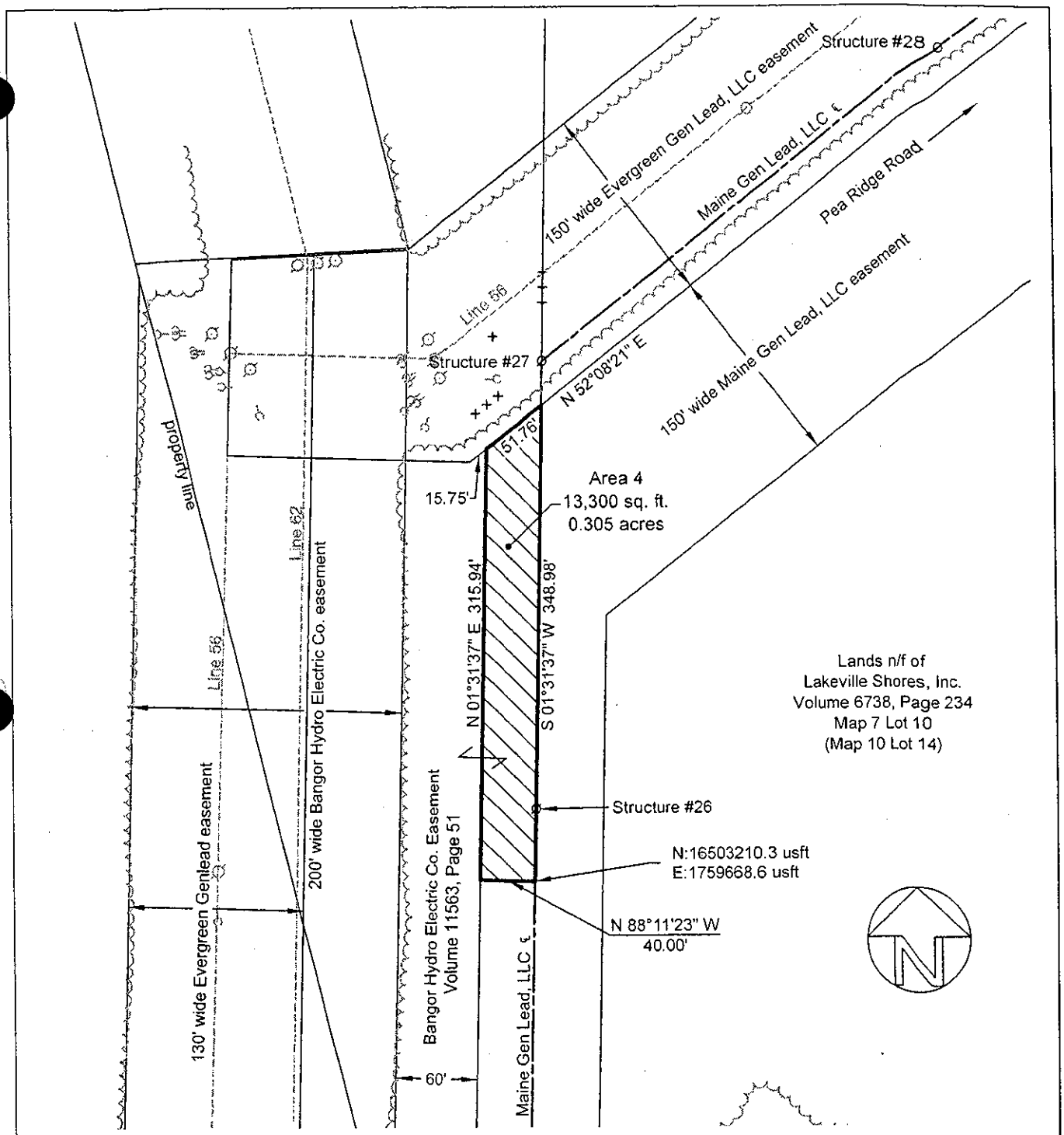

Notes:

(1) Project is oriented to Grid North, UTM Zone 19, NAD 83.

(2) Boundary lines depicted hereon are approximate.

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Symbols Legend

+ Proposed pole anchor location

∅ Proposed utility pole location

Exhibit A-4

Easement Area

Chester, Maine

1"=100'

0' 100'

09122.01

11/30/2010

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

EXHIBIT B
Easements from BHE to MG

MG shall have the perpetual, right, easement and consent to:

1. MG Generator Lead. Erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove the MG Generator Lead for the transmission of electric energy and intelligence related thereto, over and across Area 1, Area 2, Area 3 and Area 4; provided, however, that the centerline of the pole structure for the MG Generator Lead shall be located:

(a) Within Area 1, as nearly as possible along the centerline of Area 1 as shown on Exhibit A-1, maintaining where possible equal distance from the sidelines thereof.

(b) Within Area 2, on the easterly boundary of Area 2 as shown on Exhibit A-2.

(c) Within Area 3, in the locations depicted as Area 3-1 and Area 3-2 on Exhibits A-3, A-3-1 and A-3-2; provided, however, that the improvements located within such Area 3-1 and Area 3-2 shall be limited to anchor structures and guy wires.

(d) Within Area 4, on the easterly boundary of Area 4 as shown on Exhibit A-4.

By acceptance of this Agreement, MG covenants and agrees with BHE that other than the MG Generator Lead (and all lines, poles and towers related thereto), MG will not erect or permit the erection of additional lines of poles or towers, together with lines extending upon, within and between the same, or any other structures or improvements, within Area 1, Area 2, Area 3 and Area 4, and that any replacements of the MG Generator Lead shall be located as originally permitted by this Agreement.

2. Right to Connect to Substation. Extend and connect the MG Generator Lead from the southeasterly boundary of Area 1 to facilities located within the fenced area depicted on Exhibit A-1 as "BHE Keene Road Substation," as such fenced area may be expanded or relocated from time to time on the BHE Land by BHE (hereinafter, as expanded or relocated, the "Substation Area"), provided that BHE shall undertake any such expansion or relocation of the Substation Area so as not to interfere with the construction and operation of the MG Generator Lead beyond what is necessary to undertake such expansion or relocation, and provided further that all work required to connect the MG Generator Lead to the BHE Keene Road Substation shall be undertaken by BHE as hereinafter provided.

3. Right to Continuous Connection. Extend and connect the MG Generator Lead from the southeasterly boundary of Area 1 to that portion of the MG Generator Lead that is constructed on adjacent parcels northerly of Area 1 so that there is a continuous connection for

the MG Generator Lead from the Substation Area to adjacent parcels over which MG holds easements rights, including Area 2.

4. Right of Entry for Construction, Maintenance and Operation. The right to enter upon the Easement Areas at all reasonable times, except in the case of an emergency, with workers and all necessary tools and machinery to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, switches, communication equipment, structures, and facilities and other structures and apparatus used or useful for the transmission of electric energy and intelligence related thereto, together with their strengthening supports, sufficient foundations and supports, all as MG, its successors and assigns, may from time to time reasonably require in connection with and related to the construction of the MG Generator Lead; provided, however, that within Area 3, the improvements constructed and maintained thereon shall be limited to anchor structures and guy wires.

5. Transmission of Electricity. The right to transmit electricity over the MG Generator Lead at such lawful pressure, however in no event shall such pressure exceed 115 kV, and for such lawful purposes as MG may from time to time reasonably require.

6. Roads. With the prior approval of BHE, which approval shall not be unreasonably withheld, conditioned or delayed, the right to construct and maintain such roads within the Easement Areas as shall be reasonably necessary in order to provide access for such workers, tools or machinery to the Easement Areas and adjacent parcels over which MG holds easements rights to the extent that existing roads within the Easement Areas are insufficient for such purpose.

7. Signage; Gates; and Fences. The right to erect and maintain signage, gates, fences and other barriers as reasonably necessary to restrict recreational vehicles or other public access from and within Easement Areas; provided, however, that any such gates, fences or barriers shall not interfere with BHE's ability to maintain the existing BHE Transmission Line or any additional transmission lines constructed by BHE on the BHE Land, or BHE's exercise of its rights and easements in and to the BHE Land as excepted and reserved herein.

8. Safety Regulation. The right in consultation with BHE to establish certain safety regulations for the Easement Areas that are necessary and proper for the operation of the rights and easements herein granted and for the transmission of electricity (the "Safety Regulations"), which Safety Regulations shall be based upon the National Electric Safety Code, applicable OSHA standards for worker safety and health, MG's company work standards and practices for safety and health, the standards governing operational reliability of the North American Energy Reliability Council (NERC), the Federal Energy Regulatory Commission (FERC) regulations and standards, the Independent System Operator - New England (ISO-NE) rules and standards, and/or any similar national, regional or state standards, and otherwise subject to normal and customary utility standards and practices.

9. Easement Area Initial Clearing. The right, at the sole cost and expense of MG, in connection with and to the extent reasonably necessary for site preparation for the construction

and installation of the MG Generator Lead, to clear the Easement Areas of trees, brush and other vegetation by any lawful means, to the extent permissible under BHE's rights in and to the said Areas as set forth in the BHE Deeds ("Initial Clearing").

10. Vegetation Management. Following MG's completion of the Initial Clearing and the construction and installation of the MG Generator Lead within the Easement Areas, MG will be responsible for keeping the Easement Areas clear of trees, brush and other vegetation (hereinafter, "vegetation management") which shall be undertaken, at MG's sole cost and expense in accordance with BHE's vegetation management and clearing standards if BHE is operating the BHE Transmission Line within the Easement Areas, and if BHE is not so operating, by any lawful means, to the extent permissible under BHE's rights under the BHE Deeds in and to said Areas.

MG shall also have the right to enter upon the BHE Land and lands adjacent to the Easement Areas, to the extent any such lands are either owned by BHE or subject to similar assignable easement rights benefiting BHE, to cut or trim and remove such trees growing outside the limits of the Easement Areas which may, in the reasonable opinion of MG, interfere with or be likely to interfere with the MG Generator Lead.

BHE and MG agree that any trees or other growth cut pursuant to the provisions herein shall become the sole property and proper disposal responsibility of the party that performed, or had performed, said cutting.

11. Access Easement. The right and easement, in common with BHE and others, for access by foot and vehicle (collectively, the "Access Easement") to the extent reasonably necessary to allow MG to exercise its rights hereunder:

(a) along, over and across the Easement Areas provided such use does not materially interfere with any facilities of BHE that may be located therein;

(b) along, over and across any existing access roads running from public roads across the BHE Land or any other lands now owned or hereafter acquired by BHE to the Easement Areas to the extent of any rights in said roads held by BHE ;

(c) along, over and across any access roads as may be constructed by BHE and/or exist from time to time across the BHE Land or other lands now owned or hereafter acquired by BHE to the Easement Areas; and

(d) along, over and across any existing roads located on, or any new roads available from time to time for use by BHE, on and over land of third parties and which BHE may have the right to use for purpose of access to the Easement Areas, but only to the extent that BHE may grant rights to MG in the same.

Provided, however, BHE shall have the right to relocate, move, remove and relocate any of the roads subject to such Access Easement, so long as such relocation or removal shall not materially impair the access afforded to MG to the Easement Areas.

Also, as part of the foregoing Access Easement, to the extent of BHE's right to assign rights and easements in common and undivided, such rights and easements are granted to MG in common and undivided providing access to the Easement Areas for purposes of access to such Areas; provided, however, that BHE's grant of the foregoing shall be conditioned upon BHE's ability to retain the same access rights subsequent to the grant to MG.

EXHIBIT C
BHE'S Reserved Rights

EXCEPTING AND RESERVING TO BHE, its successors and assigns, all rights and easements in and to the BHE Land as set forth or referred to in the BHE Deeds, and all other rights of BHE as fee owner of the BHE Land, where applicable, not conveyed hereunder, including, but not limited to, the following perpetual rights and easements, subject to the rights and easements granted to MG by this Agreement and the covenants, terms and conditions set forth in this Agreement:

1. Expansion or Relocation of Substation Area. The right to expand or relocate the Substation Area as depicted on Exhibit A-1, and in connection therewith, to enter upon Area 1 at any time with workers and all necessary tools and machinery to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and place guy wires and other equipment used or useful in connection with the operation of the Substation, all as BHE may from time to time reasonably require, provided that BHE shall undertake any such expansion or relocation of the Substation Area so as not to interfere with the construction and operation of the MG Generator Lead beyond what is necessary to undertake such expansion or relocation. Any such expansion or relocation shall occur only after reasonable prior written notice to MG, except in the case of an emergency, which notice shall include detailed plans on the proposed expansion or relocation for MG's review that will, to the extent reasonably possible, avoid or minimize disruption in the transmission of electricity over the MG Generator Lead. BHE shall use best efforts to, and such expansion or relocation of the Substation Area shall be undertaken in a manner that will, to the extent reasonably possible, avoid or minimize interruption of the transmission of electricity over the MG Generator Lead.

2. Construction and Maintenance. The right to enter upon the Easement Areas at any time with workers and all necessary tools and machinery to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, switches, transformers, communication equipment, structures, and facilities and other structures and apparatus used or useful for the transmission of electric energy and intelligence related thereto, together with their strengthening supports, sufficient foundations and supports, all as BHE, its successors and assigns, may from time to time reasonably require in connection with the BHE Transmission Line or any new transmission line constructed by BHE ("New BHE Transmission Line"), but only to the extent that the same shall not be located, constructed, maintained or operated in any manner that any of such lines materially interferes with the construction and operation of the MG Generator Lead; and further provided that the BHE Transmission Line shall be maintained, and any New BHE Transmission Line shall be constructed and maintained, in a location that maintains as nearly as possible (a) a distance of forty (40) feet as to any such Transmission Line with voltage of 46 kV, (b) a distance of sixty (60) feet as to any such Transmission Line with voltage of 115 kV or higher, measured from the centerline of the MG Generator Lead to the centerline of the BHE Transmission Line or any New BHE Transmission Line, or (c) such lesser but generally accepted utility line separations as may exist at the time of construction. Notwithstanding the foregoing, BHE shall have the right to

cross the MG Generator Lead with any existing BHE transmission line or the New BHE Transmission Line provided that any said crossing shall meet all applicable federal, state or local codes and shall not materially interfere with the MG Generator Lead.

3. Transmission of Electricity. The right to transmit electricity over wires, cables or apparatus associated with the BHE Transmission Line or any New BHE Transmission line at such lawful pressure and for such lawful purposes as BHE may from time to time reasonably require.

4. Safety Regulations. The right in consultation with MG to establish certain safety regulations for the Easement Areas that are necessary and proper for the operation of the rights and easements herein and reserved and for the transmission of electricity (the "Safety Regulations"), which Safety Regulations shall be based upon the National Electric Safety Code, applicable OSHA standards for worker safety and health, BHE's company work standards and practices for safety and health, the standards governing operational reliability of the North American Energy Reliability Council (NERC), the Federal Energy Regulatory Commission (FERC) regulations and standards, the Independent System Operator - New England (ISO-NE) rules and standards, and/or any similar national, regional or state standards, and otherwise subject to normal and customary utility standards and practices.

5. Access. The right to use the Easement Areas for access by foot and vehicle to the BHE Land and adjacent lands of BHE and BHE's transmission line facilities as they are currently or may in the future be located on the BHE Land and adjacent lands of BHE, but only to the extent that the same does not materially interfere with the construction and operation of the MG Generator Lead.

6. Roads. The right to use, construct and maintain all currently existing roads and those that may be subsequently built by MG or BHE on and within the Easement Areas as BHE may from time to time reasonably require to provide access for such workers, tools or machinery, including without limitation those that run along and cross the MG Generator Lead, but only to the extent that the same do not materially interfere with the construction and operation of the MG Generator Lead.

7. Signage; Gates; Barriers. The right to erect and maintain signage, gates, fences, and other barriers as are reasonably necessary to restrict recreational vehicles or other public access from and to the BHE Land, including on and within the Easement Areas; provided, however, that any such gates, fences or barriers shall not materially interfere with MG's ability to construct and operate the MG Generator Lead.

8. Vegetation Management. The right and easement to clear and keep the Easement Areas clear of trees, brush and other vegetation in accordance with BHE's vegetation management and clearing standards and otherwise in accordance with the terms and provisions relating to such vegetation management as hereinabove provided and to charge MG with one-half of the expense thereof. BHE reserves all rights to any timber or vegetation cut or removed by BHE in connection with BHE undertaking such vegetation management.

9. Relocation of MG Generator Lead within Area 1. The right to relocate or require MG to relocate the MG Generator Lead and the MG Generator Lead Easement, from time to time, within and across Area 1 (which may only occur for public safety or regulatory reasons), provided, however, that such relocation shall not prevent the continuous connection and operation of the MG Generator Lead from and between the Substation across Area 1 following the completion of the work required to undertake such relocation. BHE shall be responsible for, and shall reimburse MG for, all costs and expenses incurred by MG to undertake such relocation including any costs of any additional easement rights necessitated by such relocation, but expressly excluding, however, any costs and expenses and any loss of income incurred by MG related to the interruption of transmission of electricity by MG during the completion of such relocation. Any such relocation shall be required only after (a) reasonable prior written notice to MG, except in the case of an emergency, which notice shall include detailed plans on the proposed relocation for MG's review that will, to the extent reasonably possible, avoid or minimize disruption in the transmission of electricity over the MG Generator Lead, and (b) any additional easement rights, permits or approvals necessitated by such relocation have been obtained by BHE and delivered to MG, to MG's reasonable satisfaction. The relocation of the MG Generator Lead shall not materially impair the rights of MG hereunder. BHE shall use best efforts to, and such relocation shall be undertaken in a manner that will, to the extent reasonably possible, avoid or minimize interruption of the transmission of electricity over the MG Generator Lead. If the relocation of the MG Generator Lead is undertaken by BHE, rather than by MG, BHE shall be responsible for all physical damage to or destruction of MG's equipment and facilities caused by acts of BHE, its employees, agents, representatives or contractors.

10. Right to Convey Remaining Interests in Easement Areas. The right to assign, convey, grant or otherwise dispose of any of its remaining rights or property interests in and to the Easement Areas, subject to the terms and conditions of this Agreement, and to receive all of the proceeds from the same, including without limitation all rights and property interests acquired pursuant to the BHE Deeds.

EXHIBIT D
Covenants, Terms and Conditions of Easements

Each Party hereby acknowledges, covenants and agrees that the following terms and conditions shall govern its exercise of its respective rights and easements described in this Agreement:

1. Structures; Excavation. Each Party hereby covenants and agrees that it will not, without the prior written consent of the other Party (which shall not be unreasonably withheld, conditioned or delayed), erect or permit the erection of any utility, road, gate, fence, barrier, or other structure of any kind or nature within the Easement Areas, or place or permit the placement of any material on, or excavate, remove or permit the removal of any material from the Easement Areas, except as expressly permitted in connection with the rights and easements granted and reserved hereunder. Upon receiving such prior written consent, any such use shall be made in such manner as will not unreasonably interfere with or materially impair the operations of the other Party or the exercise by the other Party of any of its rights and easements granted or reserved under this Agreement.

2. Work within Substation Area. All work to construct, install, maintain and replace the MG Generator Lead and associated equipment within the Substation Area, and to accomplish any extension and connection of the MG Generator Lead to the Substation facility, shall be undertaken only by BHE at commercially reasonable rates and in accordance with prudent utility standards, at MG's sole cost and expense. MG shall not have the right to access, construct, install or maintain at any time any portion of the MG Generator Lead or associated facilities and equipment of BHE within the Substation Area; provided however, within the Substation Area, BHE shall promptly perform, or cause to be performed, any such maintenance or repair to the MG Generator Lead at commercially reasonable rates and in accordance with prudent utility standards, at MG's request, upon reasonable advance notice to BHE, and at MG's sole cost and expense and in such a manner that minimizes, to the extent reasonably possible, interruption of the transmission of electricity over the MG Generator Lead except as may be necessary to undertake any such maintenance and repair. Except in emergency situations arising or resulting from a weather event, natural disaster or act of terrorism or war, any work within the Substation Area by BHE that requires interruption of service of the MG Generator Lead shall be undertaken in a manner and at such time as will, to the extent reasonably possible, avoid or minimize the disruption of MG's use of the MG Generator Lead. BHE shall use best efforts to, and such work shall be undertaken in a manner that will, to the extent reasonably possible, avoid or minimize interruption of the transmission of electricity over the MG Generator Lead. BHE shall be responsible for all physical damage to or destruction of the MG Generator Lead within the Substation Area caused by acts of BHE, its employees, agents, representatives or contractors, and shall reimburse MG for all reasonable costs and expenses associated therewith.

3. Advance Notice of Activities. Each Party further agrees that it will provide the other Party reasonable advance notice, consistent with commonly accepted utility practice, with respect to the exercise of such Party's rights and easements in the Easement Areas, including without limitation, those rights and easements conveyed to or reserved by such Party in such lands, and that such activities shall be made in such manner as will not unreasonably interfere

with or materially impair the operations of either Party in connection with the installation, operation and maintenance of transmission lines or the exercise of the rights and easements conveyed to or reserved by either Party.

4. No Waiver of Notice Provisions. Notwithstanding anything to the contrary set forth herein, nothing in this Agreement shall be deemed to waive or affect the notice provisions of any other agreements between the Parties in existence from time to time.

5. Performance in Accordance with Applicable Law and Accepted Utility Practice. Any use or activities performed by or on behalf of either Party within the Easement Areas shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, safety regulations). Unless specifically provided otherwise in this Agreement, to the extent any such use or activities necessitate alterations or improvements to the BHE Transmission Line, any New BHE Transmission Line or the MG Generator Lead, including, without limitation, as the same may be constructed or replaced, then the Party owning such transmission line shall be responsible for the cost of such alterations or improvements.

6. Damage to Property, Equipment or Facilities.

(a) Except as provided in subparagraph 6(c) below, BHE shall be responsible for all physical damage to or destruction of its equipment and facilities located on the Easement Areas except to the extent such physical damage or destruction is caused by an act of MG, its employees, agents, representatives or contractors. In the event of any damage to or destruction of BHE's equipment or facilities that could reasonably be expected to have a material adverse impact upon the MG Generator Lead, BHE shall promptly repair its equipment and facilities in a manner that will minimize any material adverse impact upon the MG Generator Lead and in accordance with good utility practice. If the damage or destruction of BHE's equipment or facilities was caused by acts of MG or its employees, agents, representatives or contractors, MG will promptly reimburse BHE for the reasonable costs incurred by BHE in effecting such repairs.

(b) Except as provided in subparagraph 6(d) below, MG shall be responsible for all physical damage to or destruction of its equipment and facilities located on the Easement Areas except to the extent such physical damage or destruction is caused by an act of BHE, its employees, agents, representatives or contractors. In the event of any damage to or destruction of MG's equipment or facilities that could reasonably be expected to have a material adverse impact upon the BHE Transmission Line, MG shall promptly repair its equipment and facilities in a manner that will minimize any adverse impact upon the BHE Transmission Line and in accordance with good utility practice. If the damage or destruction of MG's equipment or facilities was caused by acts of BHE or its employees, agents, representatives or contractors, BHE will

promptly reimburse MG for the reasonable costs incurred by MG in effecting such repairs.

(c) During the construction, maintenance, repair, removal or replacement of the MG Generator Lead and during any final decommissioning of the MG Generator Lead, MG shall be responsible for all physical damage to or destruction of BHE's equipment and facilities caused by acts of MG, its employees, agents, representatives or contractors.

(d) During the maintenance, repair, removal or replacement of the BHE Transmission Line or any New BHE Transmission Line constructed by BHE pursuant to this Agreement, and during any final decommissioning of such transmission line(s), BHE shall be responsible for all physical damage to or destruction of MG's equipment and facilities caused by acts of BHE, its employees, agents, representatives or contractors.

(e) Nothing contained herein shall be deemed a release by either Party of any claim against a third party for any damage to or destruction of equipment or facilities located on the Easement Areas caused by such third party.

7. Indemnification.

(a) From and after the date hereof, BHE shall defend, save harmless, protect and indemnify MG and its officers, directors and shareholders from and against any and all losses, liabilities, damages, claims, suits, demands, actions, judgments, costs and expenses (including court costs and reasonable attorneys' fees) resulting from damage to any property or death or injury to any person that arise from, grow out of, or are attributable to (i) the possession, use or control by BHE of its equipment or facilities on the MG Areas or the Easement Areas, except to the extent resulting from or caused by acts of MG or its employees, agents, representatives or contractors, or (ii) any willful act or gross negligence of BHE or its employees, agents, representatives or contractors.

(b) From and after the date hereof, MG shall defend, save harmless, protect and indemnify BHE and its officers, directors and shareholders from and against any and all losses, liabilities, damages, claims, suits, demands, actions, judgments, costs and expenses (including court costs and reasonable attorneys' fees) resulting from damage to any property or death or injury to any person that arise from, grow out of, or are attributable to (i) the possession, use or control by MG of its equipment or facilities within the MG Areas or the Easement Areas, except to the extent resulting from or caused by acts of BHE or its employees, agents, representatives or contractors, or (ii) any willful act or gross negligence of MG or its employees, agents, representatives or contractors.

(c) If either Party intends to seek indemnification under this Agreement from the other Party with respect to any claim or action, the Party seeking indemnification shall give the other Party notice of such claim or action within fifteen (15) days of the commencement of, or actual knowledge of, such claim or action. Such notice shall describe the claim in reasonable detail and shall indicate the amount (estimated if necessary) of the claim that has been or may be sustained by the Party seeking indemnification. To the extent the other Party shall be actually and materially prejudiced as a result of the failure of the Party seeking indemnification to provide such timely notice, such notice shall be a condition precedent to any liability of the other Party under the provisions for indemnification contained in this Agreement. Neither Party shall settle or compromise any claim which is the subject of this Agreement without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld or delayed.

(d) The indemnification obligations of each Party hereunder shall continue in full force and effect regardless of whether rights and easements granted or reserved herein have been terminated and shall not be limited in any way by any limitation on insurance or by any compensation or benefits payable by the Parties under Worker's Compensation Acts, disability benefit acts or other similar employee protection acts.

8. Roads. Each Party will maintain roads within the Easement Areas on which both Parties have access to the extent of the using Party's use. Upon completing use, the using Party will leave the road in substantially the same or better condition as before use began. Neither Party will have any obligation to maintain any road not being used by that Party unless the parties otherwise agree by separate agreement.

9. Access. Each Party will provide access to the other Party through any gates through which the other Party has access by means of duplicate keys or dual locks.

10. Responsibility for Permits, Licenses and Approvals; Costs of Compliance.

(a) MG shall be solely responsible for obtaining any permits, licenses and approvals required under federal, state, or local codes, statutes, rules or ordinances to construct and operate the MG Generator Lead (the "MG Permits") and for any costs associated with MG's compliance with such codes, statutes, rules or ordinances or any stipulations or conditions imposed by the MG Permits.

(b) BHE shall be solely responsible for obtaining any permits, licenses and approvals required under federal, state, or local codes, statutes, rules or ordinances to construct and operate the BHE Transmission Line or any New BHE Transmission Lines (the "BHE Permits") and for any costs associated with BHE's compliance with such codes, statutes, rules or ordinances or any stipulations or conditions imposed by the BHE Permits.

11. Special Tax Status Withdrawal Penalty. Notwithstanding anything to the contrary in this Agreement or in the BHE Deeds, to the extent that any of such instruments require MG or BHE to reimburse the fee owner of the Easement Areas for any penalty incurred by such fee owner for withdrawal of such Area from qualification for tree growth tax status or any other special tax status, MG shall be responsible for such reimbursement to the extent that MG's activities permitted under such instruments cause such withdrawal, and BHE shall be responsible for such reimbursement to the extent that BHE's activities permitted under such instruments cause such withdrawal.

LIST OF SCHEDULES

Schedule 1
BHE Deeds

Schedule 2
Legal Descriptions of Area 1, Area 2, Area 3 and Area 4

Schedule 3
Exceptions to Title to Easement Areas

SCHEDULE 1

BHE DEEDS

1. Rodney Savage to Bangor Hydro Electric Company by Warranty Deed dated October 25, 2002, and recorded in the Penobscot County Registry of Deeds in Book 8418, Page 212. [Area 1]

2. Evergreen Wind Power V, LLC to Bangor Hydro Electric Company by Quitclaim Deed with Covenant dated October 10, 2008 and recorded in Penobscot County Registry of Deeds in Book 11563, Page 45. [Area 2]

3. Easement to Bangor Hydro Electric Company recorded in Penobscot County Registry of Deeds in Book 8509, Page 127. [Area 3-1]

4. Evergreen Wind Power V, LLC to Bangor Hydro Electric Company by Assignment of Easements dated October 10, 2008 and recorded in Penobscot County Registry of Deeds in Book 11563, Page 51. [Area 3-2]

5. Evergreen Wind Power V, LLC to Bangor Hydro Electric Company by Assignment of Easements dated October 10, 2008 and recorded in Penobscot County Registry of Deeds in Book 11563, Page 51. [Area 4]

SCHEDULE 2

Area 1

A certain parcel of land situated in the Town of Chester, County of Penobscot and State of Maine, being a portion of the property conveyed to Bangor Hydro Electric Company by deed recorded in Book 8418, Page 212 of the Penobscot County Registry of Deeds, said portion of land being more particularly bounded and described as follows:

Beginning at a point on the northerly line of lands now of Bangor Hydro Electric Company as described in said deed recorded in Book 8418, Page 212; said point having coordinates of N:16496691.8 usft and E:1761204.4 usft referenced to UTM Zone 19N, NAD 83;

Thence S 16° 39' 26" E through lands now of Bangor Hydro Electric Company, a distance of 744 feet, more or less, to a point on the westerly sideline of Keene Road, so called;

Thence S 13° 23' 53" E by and along the westerly sideline of said Keene Road, a distance of 300.79 feet to a point;

Thence S 14° 18' 23" W through lands now of Bangor Hydro Electric Company, a distance of 950.87 feet to a point;

Thence S 40° 07' 45" E through lands now of Bangor Hydro Electric Company, a distance of 48.82 feet to a point;

Thence S 58° 46' 27" W through lands now of Bangor Hydro Electric Company, a distance of 126.96 feet to a point;

Thence N 30° 58' 50" W through lands now of Bangor Hydro Electric Company, a distance of 31.21 feet to a point having coordinates of N:16492333.12 usft and E:1761616.58 usft referenced to UTM Zone 19N, NAD 83;

Thence N 85° 26' 23" W through lands now of Bangor Hydro Electric Company, a distance of 308.5 feet, more or less, to a point located on a southerly prolongation, from its southeasterly corner, of the existing easterly fence surrounding the Bangor Hydro Electric Company substation;

Thence in a northerly direction, by and along said substation perimeter fence to a point located 120 feet northerly as measured perpendicular to the last mentioned easement line having a bearing of N 85° 26' 23" W;

Thence S 85° 26' 23" E through lands now of Bangor Hydro Electric Company, parallel to and 120 feet northerly from said last mentioned easement line, a distance of 209.8

feet, more or less, to a point having coordinates of N:16492455.02 usft and E:1761597.52 usft referenced to UTM Zone 19N, NAD 83;

Thence N 14° 18' 23" E through lands now of Bangor Hydro Electric Company, parallel to and 120 feet westerly from described easement line, a distance of 934.50 feet to a point;

Thence N 16° 39' 26" W through lands now of Bangor Hydro Electric Company and 110 feet westerly of and parallel to the first described line herein, a distance of 1033 feet, more or less, to a point on the northerly line of said lands of Bangor Hydro Electric Company;

Thence S 84° 07' E, more or less, by and along said northerly line of Bangor Hydro Electric Company, a distance of 130 feet, more or less, to the point of beginning.

Containing 6.5 acres, more or less.

Bearings referenced herein are oriented to Grid North, UTM Zone 19N, NAD 83.

Coordinates cited herein are intended to aid in the general location of the parcel described and provide a geometric tie and not to control the boundary location.

Reference is made to Exhibit A-1 for a depiction of the location of said parcel, and on which said parcel is marked "Area 1".

Area 2

A certain parcel of land situated in the Town of Chester, County of Penobscot and State of Maine, being a portion of the property conveyed to Bangor Hydro Electric Company by deed recorded in Book 11563, Page 45 of the Penobscot County Registry of Deeds, said portion of land being more particularly described as follows:

Beginning at the southeasterly corner of said lands now or formerly of Bangor Hydro Electric Company as described in deed recorded in Book 11563, Page 45 of the Penobscot County Registry of Deeds and referenced therein as "Parcel One (Evergreen Reference: CHES 12-16 and CHES 12-23)";

Thence S 76° 06' 59" W by and along the southerly line of said lands of Bangor Hydro Electric Company, a distance of 40.00 feet to a point;

Thence N 13° 53' 01" W through said lands of Bangor Hydro Electric Company, a distance of 375.00 feet to a point on the easterly line of said lands of Bangor Hydro Electric Company;

Thence N 76° 06' 59" E by and along the easterly line of said lands of Bangor Hydro Electric Company, a distance of 40.00 feet to a corner in said easterly line;

Thence S 13° 53' 01" E by and along the easterly line of said lands of Bangor Hydro Electric Company, a distance of 375.00 feet to the point of beginning;

Containing 15,000 square feet (0.344 acres).

Bearings referenced herein are oriented to Grid North, UTM Zone 19N, NAD

Reference is made to Exhibit A-2 attached to this Agreement.

Area 3

Area 3-1

A certain parcel of land situated in the Town of Chester, County of Penobscot and State of Maine, being more particularly described as follows:

Beginning at an angle point in the easterly limits of a 200 foot wide Bangor Hydro Electric Company easement as described in instrument recorded in the Penobscot County Registry of Deeds in Book 8509, Page 127 and located on said lands now or formerly of Scott Gardner as described in deed recorded in Book 12050, Page 205 of said Registry; said angle point having coordinates of N:16495039.2 usft and E:1761353.3 usft referenced to UTM Zone 19N, NAD 83;

Thence S 16° 36' 43" E by and along the easterly limits of said easement, a distance of 12.00 feet to a point;

Thence S 73° 23' 17" W, a distance of 12.00 feet to a point;

Thence N 16° 36' 43" W, a distance of 13.07 feet to a point;

Thence N 6° 23' 49" W, a distance of 13.07 feet to a point;

Thence N 83° 36' 11" E, a distance of 12.00 feet to a point on the easterly limits of said easement;

Thence S 6° 23' 49" E by and along the easterly limits of said easement, a distance of 12.00 feet to the point of beginning;

Containing 300 square feet.

Bearings referenced herein are oriented to Grid North, UTM Zone 19N, NAD 83.

Coordinates cited herein are intended to aid in the general location of the parcel described and not control the boundary location.

Reference is made to Exhibits A-3 and A-3-1 attached to this Agreement for depictions of the location of said parcel, and on which said parcel is marked "Easement Area 3-1".

Area 3-2

A certain parcel of land situated in the Town of Chester, County of Penobscot and State of Maine, being more particularly bounded and described as follows:

Beginning at an angle point in the easterly limits of a Bangor Hydro Electric Company easement as described in instrument recorded in Book 11563, Page 51 of the Penobscot

County Registry of Deeds and referenced therein as "Easement Areas over Lakeville Shores, Inc. (Evergreen Ref: CHES 10-2, 10-14 and 12-1): Parcel Two" and located on lands now or formerly of Lakeville Shores, Inc. as described in deed recorded in said Registry in Book 6738, Page 234; said angle point having coordinates of N:16502930.8 usft and E:1759621.2 usft referenced to UTM Zone 19N, NAD 83;

Thence S 13° 53' 01" E by and along the easterly limits of said easement, a distance of 12.00 feet to a point;

Thence S 76° 06' 59" W, a distance of 6.00 feet to a point;

Thence N 13° 53' 01" W, a distance of 16.57 feet to a point;

Thence N 1° 31' 37" E, a distance of 9.18 feet to a point;

Thence S 88° 28' 23" E, a distance of 7.00 feet to a point on the easterly limits of said easement;

Thence S 1° 31' 37" W by and along the easterly limits of said easement, a distance of 12.00 feet to the point of beginning;

Containing 160 square feet.

Bearings referenced herein are oriented to Grid North, UTM Zone 19N, NAD 83.

Coordinates cited herein are intended to aid in the general location of the parcel described and not control the boundary location.

Documents referenced herein are recorded in the Penobscot County Registry of Deeds unless otherwise noted.

Reference is made to Exhibits A-3 and A-3-2 attached to this Agreement for depictions of the location of said parcel, and on which said parcel is marked "Easement Area 3-2".

Area 4

A certain parcel of land situated in the Town of Chester, County of Penobscot and State of Maine, more particularly bounded and described as follows:

Beginning at an angle point in the easterly limits of a Bangor Hydro Electric Company easement as described in an instrument recorded in Book 11563, Page 51 of the Penobscot County Registry of Deeds and referenced therein as "Easement Areas over Lakeville Shores, Inc. (Evergreen Ref: CHES 10-2, 10-14 and 12-1): Parcel Two" and located on lands now or formerly of Lakeville Shores, Inc. as described in a deed recorded in Book 6738, Page 234 of said Registry of Deeds; said angle point having coordinates of N:16503210.3 usft and E:1759668.6 usft referenced to UTM Zone 19N, NAD 83;

Thence N 88° 11' 23" W by and along the easterly limits of said easement, a distance of 40.00 feet to an angle point in said easement;

Thence N 1° 31' 37" E, a distance of 315.94 feet to a point on the northerly limits of said easement and the southerly limits of a 150 foot wide Evergreen Gen Lead, LLC easement as described in Volume 12041, Page 268 and referenced as Item 3 in Exhibit B thereof;

Thence N 52° 08' 21" E by and along the northerly limits of said Bangor Hydro Electric Company easement and the southerly limits of said Evergreen Gen Lead, LLC easement, a distance of 51.76 feet to an angle point in said Bangor Hydro Electric Company easement;

Thence S 1° 31' 37" W by and along the easterly limits of said Bangor Hydro Electric Company easement, a distance of 348.98 feet to the point of beginning.

Containing 13,300 square feet (0.305 acres).

Bearings referenced herein are oriented to Grid North, UTM Zone 19N, NAD 83.

Coordinates cited herein are intended to aid in the general location of the parcel described and not control the boundary location.

Reference is made to Exhibit A-4 attached to this Agreement for depictions of the location of said parcel, and on which said parcel is marked "Area 4."

SCHEDULE 3

EXCEPTIONS TO TITLE TO EASEMENT AREAS

Rights, easements, conditions and covenants of record, but expressly excluding monetary liens and encumbrances arising by, through and under BHE.

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Bk 12334 Ps293 #36874
12-01-2010 @ 02:59p

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "**Agreement**") is by and between **EVERGREEN GEN LEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantor**") and **MAINE GENLEAD, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in Town of Chester, County of Penobscot, Maine, described in those deeds recorded in the Penobscot County Registry of Deeds (the "**Registry of Deeds**") listed on or attached to **Exhibit A**; and

B. Grantor desires to grant to Grantee certain easements for the erection, installation, operation and maintenance of certain facilities for the transmission of electric power over and across a portion of the Land.

NOW THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Transmission and Telecommunication Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, exclusive easement (the **"Transmission and Telecommunication Easement")** for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities on, over, across, along and under that portion of the Land generally depicted on **Exhibits B-1, B-2 and B-3** attached hereto (collectively, **"Exhibit B"**) as the "Easement Area" (collectively, the "**Easement Area**"). **"Transmission Facilities"** shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers and overhead and underground electrical transmission lines and interconnection facilities. **"Telecommunication Facilities"** shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer, data, and other telecommunication services related to the operation of the Transmission Facilities. The rights and privileges of the Transmission and Telecommunication Easement hereby conveyed are as follows:

a. The right to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, fiber optic cable, communications wire or wireless communications equipment and their attachments and other structures and apparatus used or useful for the transmission of electricity or for communication purposes, together with their strengthening supports, sufficient foundations, supports and guy wires, all as Grantee may from time to time desire upon, along, across, above and beneath the Easement Area.

b. The right to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install foundations, roadways and walkways and install utilities, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire upon, along, across, and beneath the Easement Area.

c. The right to replace, relocate, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

d. The right to construct such roads and trails along the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such men, conveyances, tools or machinery, or cranes; the right to ingress to and egress to or from the Easement Area over and across other land now or hereinafter of Grantor by means of roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee.

e. The right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence.

f. The right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantee.

g. The right to at any and all times to enter on adjacent land now or hereinafter owned by Grantor to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the activities permitted herein. Any and all trees and growth cleared in the exercise of the herein described rights shall remain the property of Grantor.

2. **Access Easement**. Grantor grants to Grantee with quitclaim covenant, an irrevocable, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress with men and conveyances and all necessary tools and machinery, including but not limited to all-terrain vehicles and snowmobiles, on, over, across and along the Land by means of any roads existing as of the Effective Date, or otherwise by such route or routes as Grantee or Grantor may construct from time to time, in order to exercise the Easement rights granted under this Agreement. The Access Easement shall include the right to conduct necessary surveys, and studies, including without limitation, whether perimeter, topographic, environmental, avian, cultural, or otherwise; to conduct any and all inspections; to conduct water and soil tests; to test bore; to conduct and carry out any and all engineering studies and operations which Grantee may desire, including removing underbrush and other necessary vegetation in order to perform the above activities and the Easement rights granted, provided that such activities cause no permanent damage to those portions of the Land adjoining the Easement

Area. If Grantee needs to construct a road on the Land, it shall coordinate the location of the road with Grantor. Grantee agrees to maintain and repair all roadway improvements used by Grantee for joint use by Grantor and Grantee for ingress and egress over, across, and along the Land; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of any roadway caused by any person using the roadway with Grantor's permission. Upon Grantor's execution and delivery of this Agreement to Grantee, Grantor shall be deemed to have granted Grantee a license for sixty (60) days to exercise the rights set forth in this Section 2. This license shall terminate and the Easements hereunder shall commence upon the Effective Date.

3. **Construction Easement.** Grantor hereby grants to Grantee, with quitclaim covenant, an irrevocable, exclusive easement (the "**Construction Easement**") on, over, across, along and under the Land for the following purposes: (1) to construct and install guy stub(s), anchors and necessary guy wires (collectively the "**Guy Facilities**") to support the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Transmission Facilities and Telecommunication Facilities; and (3) to construct and install the Transmission Facilities and Telecommunication Facilities to be constructed on the Transmission and Telecommunication Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Transmission Facilities and Telecommunication Facilities.

4. **Guy Easement**. Grantor hereby grants to Grantee, with quitclaim covenant, an irrevocable exclusive easement (the "**Guy Easement**") on, over, along and under the Land to install, maintain, use, operate, repair, replace, relocate and remove the Guy Facilities.

5. **Relocation of Easements**. The exact locations and routes of the Transmission and Telecommunication Easement may not be determined until the completion of Grantee's inspection, testing, study and surveying of the Land. With the prior written consent of Grantor, which shall not be unreasonably withheld, Grantee shall have the exclusive right and easement to relocate or reroute the locations and routes of and the Easement Area, so long as: (i) the nature and extent of the relocated or rerouted Easement Area is not materially different and imposes no greater burden on the Land than the location or route of the Easement Area generally depicted on **Exhibit B** attached to this Agreement upon the Effective Date; and (ii) Grantee takes appropriate actions to minimize any disruption or inconvenience to Grantor and the uses of the Land reserved to Grantor. The final locations and routes of the Easements shall be determined by an "as-built" survey (the "**Survey**"). Grantee shall have the right, without further action by Grantor, but with notice to Grantor, to record in the Registry of Deeds a revised **Exhibit B** showing the final location of the areas of the Land subject to the Easements, together with a surveyed legal description of such areas.

6. **Representations and Warranties of Grantor**.

a. Grantor represents and warrants good, marketable, and sole title to the Land described herein, and that the Easements and rights conveyed hereunder are conveyed free and clear of all liens, encumbrances, restrictions, and easements arising or occurring by, through

and under Grantor. The term "quitclaim covenant" with respect to the Easements and rights conveyed shall have the meaning given such phrase by the Maine Short Form Deeds Act, 33 M.R.S.A. § 761 et seq. All taxes and other assessments assessed for other than the current municipal year have been paid. Grantor agrees to take such actions as may be requested by Grantee to clear title to the Land, including obtaining subordinations of mortgages and financing instruments encumbering the Land to the Easements granted hereunder.

b. Grantor represents and warrants that, to Grantor's knowledge, there are no outstanding claims or litigation at law or in equity, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Land, or threatened against Grantor relative to the Land.

7. **Uses Reserved by Grantor**. Grantor reserves the right to cross and re-cross the Easement Area along all existing roads and with utility lines as may be necessary in using the property adjacent to the Easement Area, including the right to construct new roads on the Easement Area provided that: (i) any new roads be constructed as nearly perpendicular, as is reasonably possible, to the Easement Area; (ii) that the nearest point of the traveled way is not to be within fifty (50) feet horizontally of any of Grantee's facilities constructed or to be constructed on the Easement Area; (iii) that such use will not prohibit Grantee herein from complying with the conditions or requirements imposed by permitting agencies; and (iv) that such use will not interfere with the rights herein conveyed; and further provided that Grantor shall not install such utility lines without Grantee's consent, which shall not be unreasonably withheld if such utility lines have clearances that are acceptable to Grantee, in Grantee's sole discretion, from Grantee's Transmission and Telecommunication Facilities as installed or proposed. Grantee agrees, by the acceptance of this Agreement and the Easements granted hereunder, to give permission to Grantor to do such grading and filling in connection with the aforesaid uses as will not interfere with the line or lines to be constructed within said Easement Area, provided that permission for any such grading or filling will be given when the resulting minimum ground clearance under the most adverse conditions for said line or lines will meet minimum clearance as set forth in the National Electrical Safety Code.

8. **No Interference**. Grantor acknowledges that Grantee is in the business of utility scale wind farm development, construction, and operation. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic, telecommunication, or other forms of energy to or from the Land; (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement; (iv) conduct any activities or grant any rights to any third party, now or in the future, that will interfere in any way with Grantee's exercise of any rights granted under this Agreement; or (v) publicly oppose any project associated with the rights granted under this Agreement. Grantor covenants and agrees to and with said Grantee not to erect or maintain any building, mobile home, pool, or other structure, or permit the erection of maintenance of any building, mobile home, pool, or other structure, of any kind or nature, within the Easement Area, any or all of which in the opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed. Grantee

shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on the Land or adjacent property now or hereinafter of Grantor that Grantee deems a threat or potential threat to the Transmission and Telecommunication Facilities or its rights hereunder.

9. **Grantor Default**. The failure of Grantor to comply with the terms of this Agreement will result in not only monetary damages to Grantee, but also due to the location of the Land, could result in irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond, except for clearing title defect(s). Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Grantor shall use best efforts to cooperate with Grantee to clear any title defects. If Grantor and Grantee are unable to clear any title defect(s), then at Grantee's sole election, Grantee shall be entitled to a refund of all sums of money paid by Grantee to Grantor as provided herein, in which event this Agreement shall cease and all other obligations of Grantor shall likewise cease, without recourse to Grantor and Grantee.

10. **Grantee's Default**. If Grantee fails to comply with any material obligations hereunder, and such failure continues for thirty (30) days after Grantor's written notice to Grantee specifying the nature of the default (plus such additional reasonable time as is necessary to cure such default), then Grantor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such uncured default, but in no event shall Grantor have the right to terminate this Agreement. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages; however, Grantee shall never be liable for any exemplary, punitive or consequential damages.

11. **Right to Mortgage**. Grantee may, without notice to or Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Easement rights granted hereunder. These various security interests in all or a part of the Easement rights grant hereunder are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee.**" If Grantee provides written notice to Grantor of a Mortgage and the identity of the Mortgagee, as a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. In addition, Grantor shall execute and deliver an estoppel certificate with respect to Grantee's performance under this Agreement as may be reasonably requested by each Mortgagee. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

12. **Assignment and Sublease**. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign, or grant subleases, sub-easement, co-easement, separate

leases, easements, licenses or similar rights with respect to any or all of the rights, privileges and Easements herein conveyed (collectively, "**Assignment**"), to other persons or entities ("**Assignee**"), in whole or in part, including, without limitation, the absolute right to transfer and/or assign any or all of Grantee's rights described herein to any public utility. Any such Assignment by Grantee of its rights, title, and interests under this Agreement shall release Grantee from all of its obligations which accrue after the date that responsibility or liability for such obligations is assumed by a subsequent Assignee.

13. **Safety.** Grantee shall have the right to establish any and all safety regulations which Grantee in its sole discretion deems necessary and proper for the exercise and operation of the Easements herein granted. Any interference or violation by Grantor, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the Easements hereby granted.

14. **Indemnity by Grantee**. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantee or its agents, representatives, employees or contractors occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantee or its agents, representatives, employees or contractors activities on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantor or (ii) those on the land with the permission of Grantor, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

15. **Indemnity by Grantor.** Grantor shall defend, indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, losses, suits, expenses (including, without limitation, the cost of defending any matter subject to indemnification and the cost of enforcing this indemnity or Agreement, including reasonable attorneys' fees), damages, and any and all other liabilities of any character whatsoever resulting from damage to any property or death or injury to any person arising out of, resulting from, or in connection with, any act and/or omission of Grantor or its agents, representatives, employees, or contractors, occurring on the Land, or arising out of, resulting from, or in connection with, the activities of Grantor or its agents, representatives, employees or contractors on the Land; provided that, where injury or loss is caused wholly or partly by the negligence or intentional act of (i) Grantee or (ii) those on the land with the permission of Grantee, this indemnity shall not apply to that portion of the loss attributable to such negligence or intentional acts.

16. **Notice**. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the Party or person intended, (ii) three business days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, or (iii) twenty-four (24) hours after proper and timely delivery to an overnight courier service addressed by name and address to the Party or person intended as follows:

Notice to Grantor: Evergreen Gen Lead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Notice to Grantee: Maine GenLead, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. If this Agreement calls for performance within a certain number of days after a specified date or event then that period shall commence the first day following that date or event.

17. **Further Assurances.** Grantor covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of Grantee, any and all agreements, instruments, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Grantee for the purpose of or in connection with consummating the transactions described herein.

18. **Enforceability.** In the event that any of the provisions of this Agreement, or the application thereof to any person or circumstance are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

19. **Extension of Time**. The extension of any time limitation herein shall be made by the Parties or Parties' attorneys in writing.

20. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

21. **Successors and Assigns**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. The term "Grantor" or "Grantors" as used in this Agreement shall include, unless the context clearly indicates otherwise, the within-named Grantor, jointly and

severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Land. The term "Grantee" as used in this Agreement shall, unless the context clearly indicates otherwise, include the within-named Grantee, its successors and assigns, and any assignee of or successor in interest to the Easements granted herein.

22. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

23. **Exhibits.** All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

24. **Effective Date.** The "**Effective Date**" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

25. **Taxes & Tree Growth Program.** Grantee shall be responsible to pay any additional real or personal property taxes, assessments and other governmental charges levied upon, assessed against, and applicable to the Land arising solely from Grantee's improvements to the Land, including any "tree growth" or land use conversion tax penalty. At the request of Grantee, Grantor agrees to join with Grantee in an application requesting the local taxing authority to perform a tax parcel division and create a separate tax number for the Easement Area if such division is reasonably available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGES.]

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Evergreen Gen Lead, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November, 2010.

EVERGREEN GEN LEAD, LLC

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK November 30, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, the member of Evergreen Gen Lead, LLC, as aforesaid, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said limited liability companies.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, Maine GenLead, LLC, has caused this instrument to be executed by its duly authorized representative this 30th day of November, 2010.

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its: Member

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK November 30, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, the member of Maine GenLead, LLC, as aforesaid, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said limited liability companies.

Before me,

_____
Notary Public

Print Name of Notary: Linne M. Taylor

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

SEAL

EXHIBIT A

List of Source Deeds

Attached to that certain Transmission Easement Agreement by and between Evergreen Gen Lead, LLC, a Delaware limited liability company, as Grantor, and Maine GenLead, LLC, a Delaware limited liability company, as Grantee

Chester 9-3

1. Indenture dated January 28, 2010 by and between Evergreen Wind Power V, LLC, a Delaware limited liability company, and Evergreen Gen Lead, LLC, a Delaware limited liability company, recorded January 28, 2010 in Book 12041, Page 268, at the Penobscot County Registry of Deeds.

2. Warranty Deed from Ricky Deloge, Sr. to Evergreen Wind Power V, LLC dated June 14, 2007 and recorded at the Penobscot County Registry of Deeds in Book 11012 Page 347.

Chester 10-7

1. Indenture dated January 28, 2010 by and between Evergreen Wind Power V, LLC, a Delaware limited liability company, and Evergreen Gen Lead, LLC, a Delaware limited liability company, recorded January 28, 2010 in Book 12041, Page 268, at the Penobscot County Registry of Deeds.

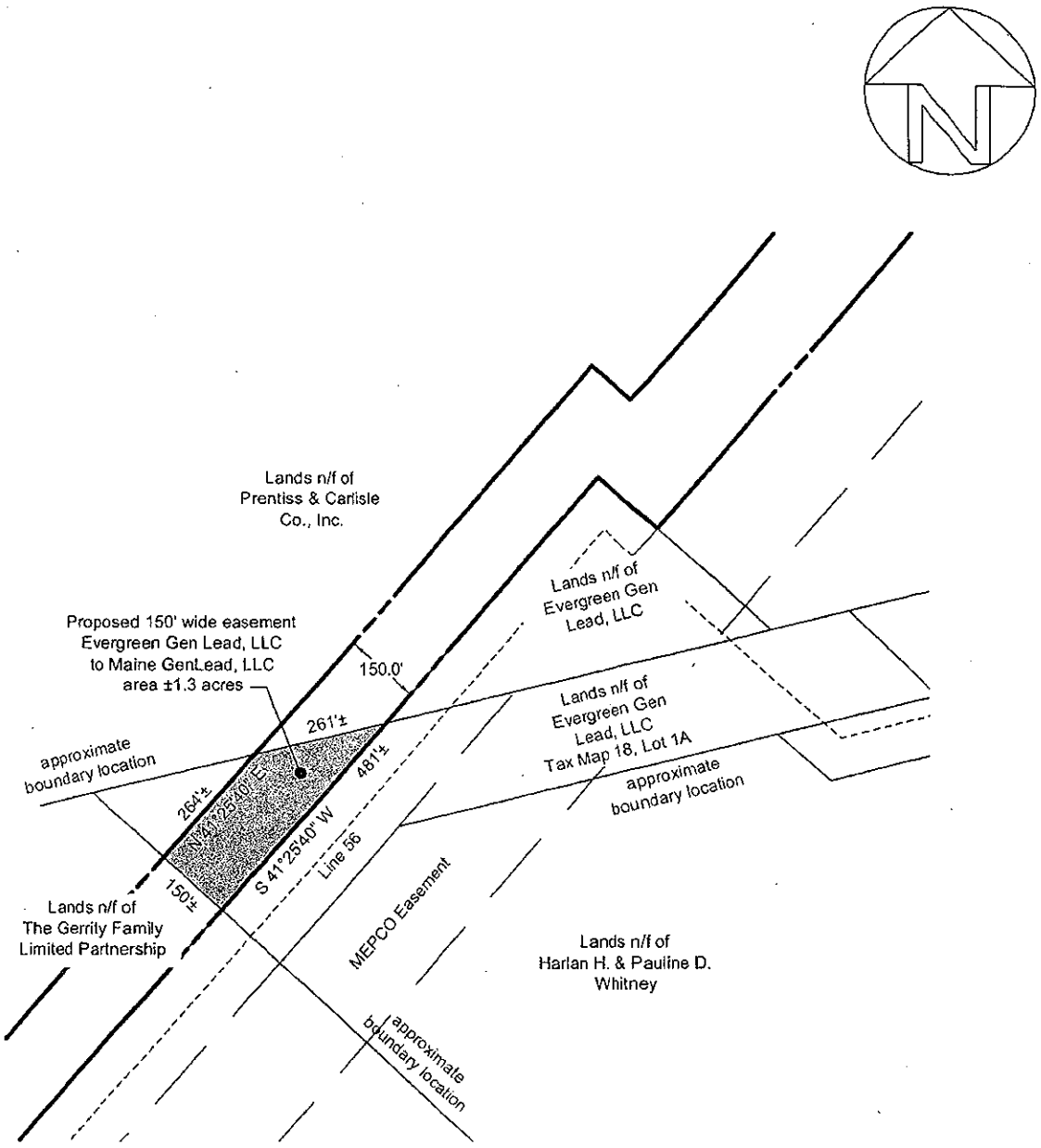
2. Deed dated April 28, 2008 by and between Donald Morin and Elizabeth A. Morin and Evergreen Wind Power V, LLC, a Delaware limited liability company, recorded in Book 11379, Page 121, at the Penobscot County Registry of Deeds.

Chester 18-1-1

1. Indenture dated January 28, 2010 by and between Evergreen Wind Power V, LLC, a Delaware limited liability company, and Evergreen Gen Lead, LLC, a Delaware limited liability company, recorded January 28, 2010 in Book 12041, Page 268, at the Penobscot County Registry of Deeds.

2. Quitclaim Deed from Harlan H. Whitney and Pauline D. Whitney to Evergreen Wind Power V, LLC dated March 26, 2008 and recorded at the Penobscot County Registry of Deeds in Book 11338 Page 154 and by Quitclaim Deed dated June 24, 2008 and recorded at the Penobscot County Registry of Deeds in Book 11444 Page 114.

EXHIBIT B
Depictions of Easement Areas



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

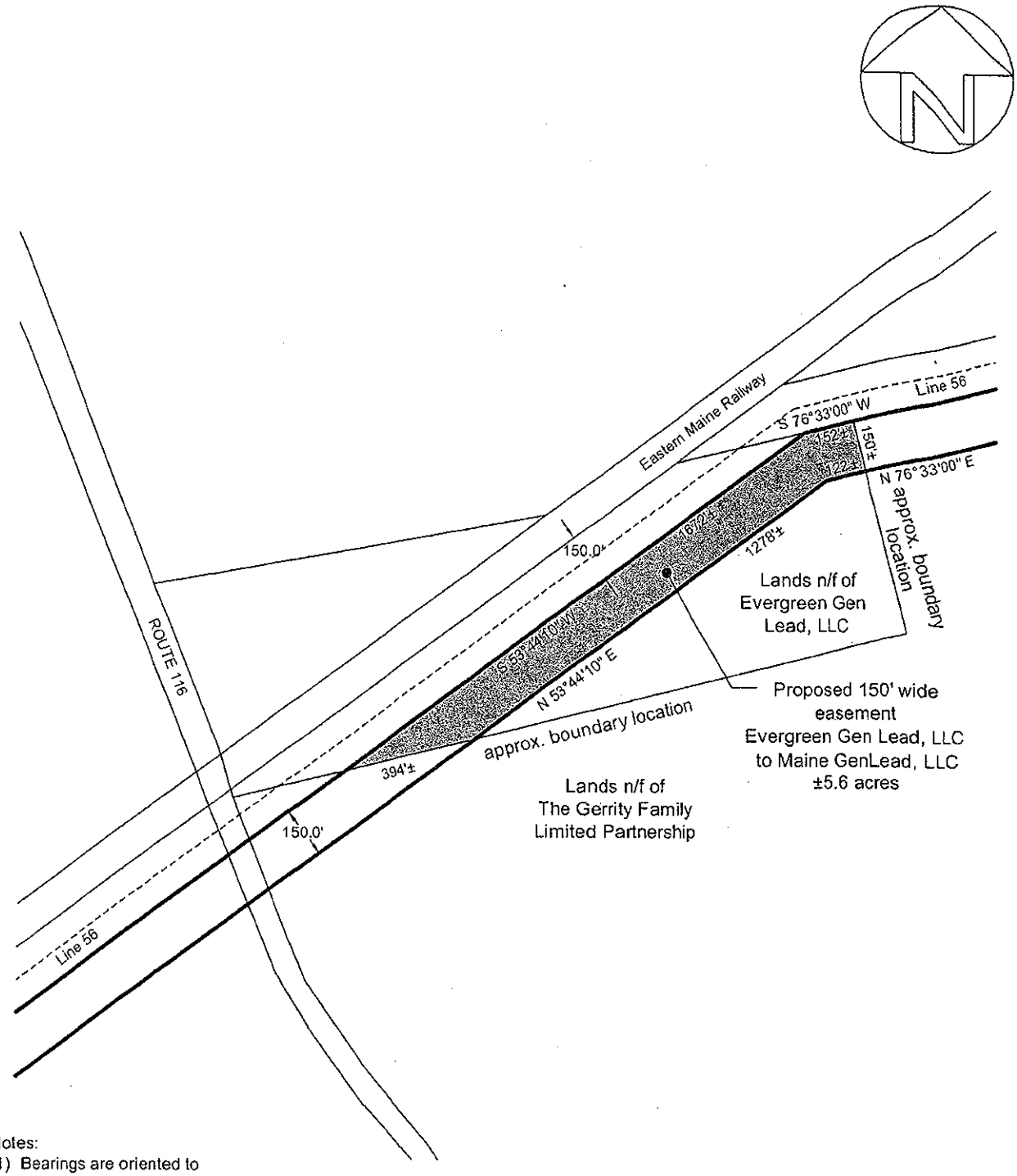
(2) Approximate boundary line locations are based on limited field work and evidence visible in aerial photography.

09122.01
9/02/2010

Exhibit B-1
Evergreen Gen Lead, LLC
Tax Map 18 Lot 1A
Chester, Penobscot County, Maine

1"=300'
0' 300'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

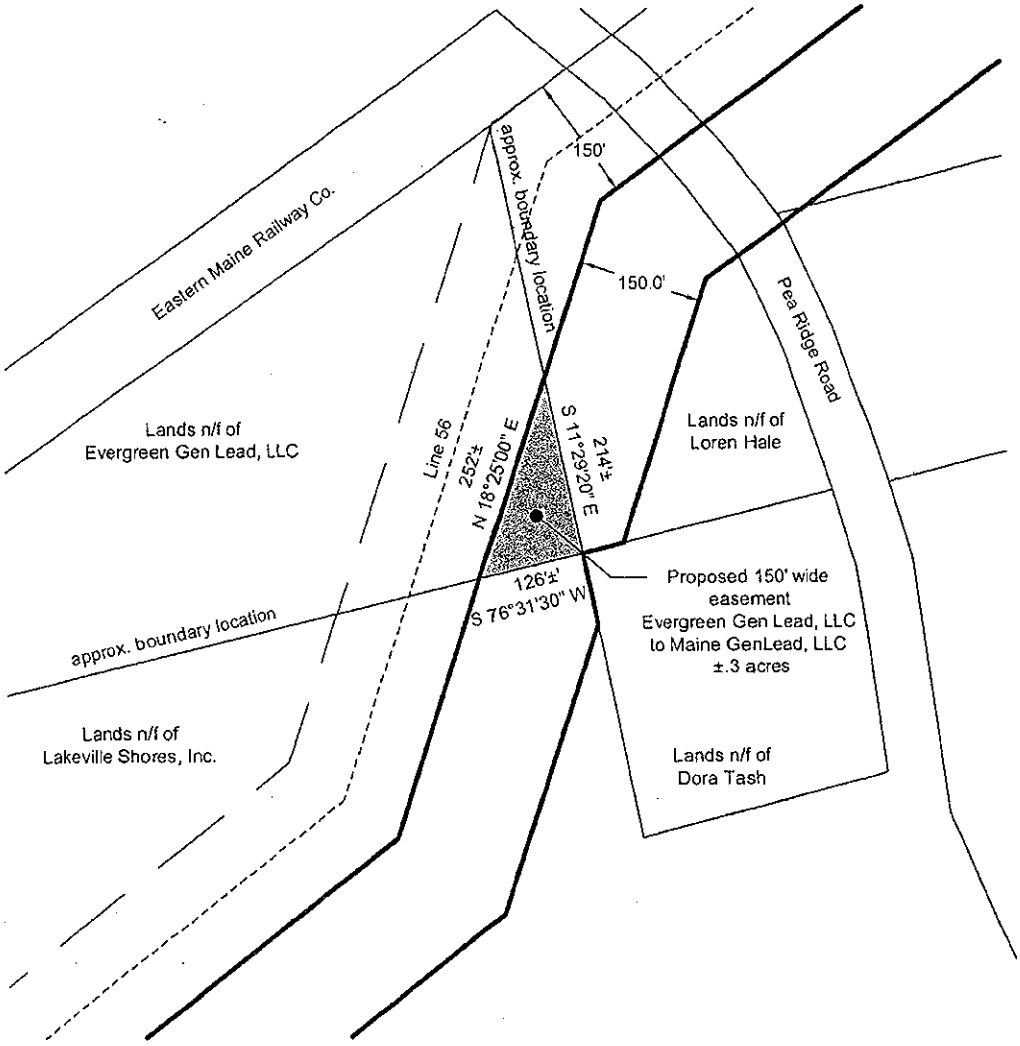
(2) Approximate boundary line locations are based on limited field work and evidence visible in aerial photography.

09122.01
9/02/2010

Exhibit B-3
Evergreen Gen Lead, LLC
Tax Map 9 Lot 3
Chester, Penobscot County, Maine

1"=400'
0' 400'

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on limited field work and evidence visible in aerial photography.

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

Exhibit B-2
Evergreen Gen Lead, LLC
Tax Map 10 Lot 7
Chester, Penobscot County, Maine

1"=200'
0' 200'

09122.01
9/02/2010

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

Bk 12334 Ps269 #36872
12-01-2010 @ 02:59p

TRANSMISSION EASEMENT AGREEMENT

WHEREAS, **EVERGREEN GEN LEAD, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111 (hereinafter referred to as "Evergreen", which word is intended to include, unless expressly stated otherwise, Evergreen and its successors and assigns), owns certain lands and easement rights in lands located in the town of Chester, Penobscot County, Maine (the "Evergreen Lands"), including interests acquired pursuant to the instruments listed on Schedule 1 attached and made a part hereof (the "Evergreen Deeds"); and

WHEREAS, Evergreen currently operates and maintains a 115 KV transmission line known as Evergreen Line 56 (which, together with any and all repairs, replacements or upgrades, shall hereinafter be referred to as "Evergreen Transmission Line") on a portion of the Evergreen Land; and

WHEREAS, **MAINE GENLEAD, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111 (hereinafter referred to as "MG", which word is intended to include, unless expressly stated otherwise, MG and its successors and assigns) owns certain lands and easement rights in lands (the "MG Lands") located in Chester, Penobscot County, Maine, adjacent to and southerly of the Evergreen Lands; and

WHEREAS, MG desires to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove a single overhead three-phase 115 kV electric line within the MG Lands, consisting of suitable and sufficient poles, cables, and towers with sufficient foundations together with lines extending upon, within and between the same for the transmission of electric energy and intelligence related thereto, together with any fixtures, anchors, guys, crossarms, and other equipment and appurtenances (hereinafter, the "MG Transmission Line"), which MG Transmission Line will be located in part on or will use a portion of the Evergreen Lands as depicted on Schedule 2, attached and made a part hereof; and

WHEREAS, Evergreen and MG may, on mutually acceptable terms, at the option of Evergreen and/or MG, enter into an unrecorded Use Agreement providing operational guidance to both Parties, as defined below, in connection with construction upon and ongoing maintenance and use of the easements and rights conveyed and reserved herein, a copy of which shall be kept on file at the office of both Evergreen and MG (the "Use Agreement");

NOW THEREFORE, in consideration of these premises, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Evergreen and MG agree as follows:

1. MG and Evergreen (hereinafter, individually, a "Party" and collectively the "Parties") hereby acknowledge, covenant and agree that the terms and conditions of the Use Agreement, as defined above, and this Easement Agreement shall be construed such that all of the terms of the Use Agreement and this Easement Agreement shall be given full force and effect to the greatest

extent possible. In the event there is any conflict between the Use Agreement and this Easement Agreement, the terms and conditions of this Easement Agreement shall control.

2. Evergreen hereby grants, assigns and conveys to MG, with quitclaim covenant, the easements, rights, privileges and consents more particularly described in Exhibit A, attached and made a part hereof, subject to the exceptions and reservations more particularly described in Exhibit B, attached and made a part hereof.

3. The grants, assignments and conveyances made hereunder and the rights reserved hereunder are made SUBJECT TO AND TOGETHER WITH the covenants, terms and conditions set forth in Exhibit C, attached and made a part hereof.

4. This Easement Agreement and all the rights and easements granted, assigned, conveyed and reserved herein inure to the benefit of and are binding upon the respective successors and assigns of Evergreen and MG. Notwithstanding anything to the contrary herein, either party shall have the right to assign or transfer this Easement Agreement and the interests acquired by this Easement Agreement, in whole or in part, including the right, without the consent of the other party, to assign all of its right, title and interest in, or make a collateral assignment of, this Easement Agreement and the interests acquired hereunder, to one or more parties providing debt or equity financing to such party and/or such party's surety (individually, a "Financing Party" and collectively, the "Financing Parties", and such collateral assignment, a "Financing Transfer"). A party's right to a Financing Transfer is subject to the condition that if the Financing Party exercises its remedies with respect to this Easement Agreement, all terms of this Easement Agreement shall be binding upon the Financing Party, and moreover, the terms and conditions of this Easement Agreement shall be binding upon the recipient of a future transfer by or assignment from a Financing Transfer. Any Financing Transfer shall be subject to the prohibitions of this paragraph.

5. This Easement Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Easement Agreement may be detached from any counterpart of this Easement Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Easement Agreement identical in form hereto but having attached to it one or more additional signature pages.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Evergreen Gen Lead, LLC and Maine GenLead, LLC have each caused this Transmission Line Easement Deed to be signed by their respective duly authorized representatives this 30th day of November, 2010.

EVERGREEN GEN LEAD, LLC

By: _____
Name: Elizabeth Weir
Its: Assistant Secretary

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC

By: _____
Name: Elizabeth Weir
Title: Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

November 30, 2010

Personally appeared the above-named, Elizabeth Weir, Assistant Secretary of Evergreen Gen Lead, LLC, and acknowledged the foregoing to be her free act and deed in his/her said capacity and the free act and deed of said limited liability companies.

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

Before me,

_____
Printed Name: Linne M. Taylor
Notary Public
My commission expires: 12.2.16

SEAL

Commonwealth of Massachusetts
County of Suffolk November 30 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said limited liability companies.

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016

Before me,

_____
Printed Name: Linne M. Taylor
Notary Public
My commission expires: 12.2.16

SEAL

EXHIBIT A

Grant from Evergreen to MG

EASEMENT ONE: MG EASEMENT

The perpetual right, easement and consent to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove the MG Transmission Line for the transmission of electric energy and intelligence related thereto (all of the foregoing hereinafter collectively referred to as the "MG Easement"), on, over and across that portion of the Evergreen Lands generally depicted on Schedule 2 attached hereto (the "MG Easement Area"). MG covenants and agrees with Evergreen that the MG Transmission Line will be constructed, maintained and replaced such that the centerline of the MG Transmission Line shall (1) if the Line is a single pole structure, maintain a distance of not less than fifty (50) feet easterly, southeasterly and southerly, as measured perpendicularly from the centerline of the MG Transmission Line to the centerline of the Evergreen Transmission Line, substantially as shown on Schedule 2, or if the MG Transmission Line has not yet been constructed, such centerline shall be maintained in its current location; and (2) if the Line is a double pole structure, maintain a distance of not less than sixty (60) feet easterly, southeasterly and southerly, as measured perpendicularly from the centerline of the MG Transmission Line to the centerline of the Evergreen Transmission Line substantially as shown on Schedule 2, or if the MG Transmission Line has not yet been constructed, such centerline shall be maintained in its current location.

The MG Easement shall include the following rights to the extent permitted under the Evergreen Deeds:

1. The right to enter upon the MG Easement Area at any time with workers and all necessary tools, vehicles and machinery to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, foundations, guy wires, switches, transformers, communication equipment, structures, facilities, and other structures and apparatus (except substations including but not limited to facilities, equipment and towers) used or useful for the transmission of electric energy, electricity and intelligence, together with their strengthening supports, sufficient foundations and supports, all as MG, its successors and assigns, may from time to time reasonably require in connection with and related to the construction of the MG Transmission Line;

2. The right to construct and maintain such roads within the MG Easement Area as MG may from time to time reasonably require to provide access for such workers, vehicles, tools or machinery to and across the MG Easement Area;

3. The right to transmit electricity over said wires, cables or apparatus at such lawful pressure and for such lawful purposes as MG may from time to time reasonably require;

4. The right to erect and maintain signage, gates, fences and other barriers as reasonably necessary to restrict recreational vehicles or other public access to, from and within the MG Easement Area and to the MG Land; provided, however, that any such gates, fences or barriers shall not interfere with Evergreen's ability to maintain the Evergreen Transmission Line or

Evergreen's exercise of its rights and easements in and to the Evergreen Lands as reserved herein; and provided further that MG shall provide commercially reasonable advance written notice, (together with plans and drawings of the same) to Evergreen prior to installing any gates, fences or other barriers; and

5. The right to establish certain safety regulations for the MG Easement Area that are necessary and proper for the operation of the rights herein granted and for the transmission of electricity (the "Safety Regulations"), which Safety Regulations shall be consistent with as applicable any Evergreen Safety Regulations, the National Electric Safety Code, applicable OSHA standards for worker safety and health, MG's company work standards and practices for safety and health, the standards governing operational reliability of the North American Energy Reliability Council (NERC), the Federal Energy Regulatory Commission (FERC) regulations and standards, the Independent System Operator - New England (ISO-NE) rules and standards and/or any similar national, regional or state standards, and otherwise subject to normal and customary utility standards and practices.

EASEMENT TWO: ACCESS EASEMENT

The non-exclusive right and easement, in common with Evergreen and others, for access by foot and vehicle to, along and across the Evergreen Lands which adjoin the MG Easement Area for the sole purpose of access to the MG Easement Area.

EASEMENT THREE: VEGETATION MANAGEMENT

1. MG Easement Area: The perpetual right and easement, in common with Evergreen, but not the obligation, to clear and keep clear the MG Easement Area of trees, brush and other vegetation by any lawful means. The exercise of such rights shall be at MG's sole cost unless otherwise agreed to in the Use Agreement.

2. Other Areas; Danger Trees: MG shall also have the perpetual, non-exclusive right and easement, in common with Evergreen and others, to enter upon Evergreen Lands adjacent to the MG Easement Area to cut or trim and remove such trees growing outside the limits of the MG Easement Area which may, in the opinion of MG, interfere with or be likely to interfere with the activities permitted herein.

The easements, rights, privileges and consents set forth above in this Exhibit A with respect to the Evergreen Lands are subject to any applicable provisions of the Evergreen Deeds. MG agrees to indemnify, defend, and hold Evergreen and its affiliated companies and the trustees, directors, officers, employees, and agents of each of them harmless from and against any and all claims, damages, fines, penalties and liabilities, costs and expenses (including attorneys' fees and disbursements) in tort, contract, or otherwise resulting from any acts or omissions of MG that are inconsistent with the easements, rights, privileges and consents set forth in this Exhibit A or in the Evergreen Deeds. MG shall pay all costs (including reasonable attorneys' fees and costs) that may be incurred by Evergreen in enforcing this indemnity.

EXHIBIT B

EVERGREEN'S RESERVATIONS

RESERVATION ONE: MG EASEMENT AREA

The following access rights and easements, in common with MG and others, and subject to the terms and conditions of Exhibit C attached hereto, over, across and under the MG Easement Area:

1. The perpetual right, easement and consent to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove the Evergreen Transmission Line for the transmission of electric energy and intelligence related thereto as such currently exist or may exist in the future, provided, however, that the centerline of the Evergreen Transmission Line shall (1) if the Line is a single pole structure, maintain a distance of not less than fifty (50) feet westerly, northwesterly or northerly, as measured perpendicularly from the centerline of the MG Transmission Line to the centerline of the Evergreen Transmission Line substantially as shown on Schedule 2, or if the MG Transmission Line has not yet been constructed, such centerline shall be maintained in its current location; and (2) if the Line is a double pole structure, maintain a distance of not less than sixty (60) feet westerly, northwesterly or northerly, as measured perpendicularly from the centerline of the MG Transmission Line to the centerline of the Evergreen Transmission Line substantially as shown on Schedule 2, or if the MG Transmission Line has not yet been constructed, such centerline shall be maintained in its current location.

2. The right to use the MG Easement Area for access by foot and vehicle to the Evergreen Transmission Line and to Evergreen Land;

3. The right to use and maintain all currently existing roads and those that may be subsequently built, that run along and cross the MG Easement Area;

4. The right to erect and maintain signage, gates, fences, and other barriers as are reasonably necessary to restrict recreational vehicles or other public access from, in or to the MG Easement Area, provided that such restrictions shall not prevent access by MG to the MG Easement Area; and

5. Any other rights currently of Evergreen or as may be acquired by Evergreen in the future provided that the exercise of such rights does not materially interfere with the rights granted to MG herein.

RESERVATION TWO: RIGHTS TO CONVEY REMAINING INTEREST

The right to grant, assign, dispose of or otherwise convey, any of its remaining rights or interests in and to the Evergreen Lands, subject to the terms and conditions of this Easement Agreement and the Use Agreement, including without limitation all rights and property interests acquired

pursuant to the Evergreen Deeds as set forth in Schedule 1 attached hereto, and to receive all of the proceeds from the same; provided, however that the conveyance of any such rights or interests shall not unreasonably interfere with the exercise by MG of any of its rights granted pursuant to this Easement Agreement and the Use Agreement, and provided further, to the extent applicable, that such conveyance shall be conditioned upon express assignment to any assignee of Evergreen's obligations under this Easement Agreement and the Use Agreement relating to the interest and rights conveyed and upon written acceptance of all such obligations by any such assignee.

EXHIBIT C

COVENANTS, TERMS AND CONDITIONS

The Parties hereby acknowledge, covenant and agree to the following terms and conditions:

1. MG Easement Area

(a) Evergreen hereby covenants and agrees that, with the exception of the Evergreen Transmission Line, it will not, without the prior written consent of MG, erect or permit the erection of any new utility, road, gate, fence, barrier, or other structure of any kind or nature within the MG Easement Area (except replacements and repairs thereof) or place or permit the placement of any material on, or excavate, remove or permit the removal of any material from the MG Easement Area that, in the reasonable opinion of MG, interferes with or materially impairs the operations of the MG Transmission Line. Upon receiving such prior written consent from MG, any such use by Evergreen or its successors and assigns shall be made in such manner as will not interfere with or impair the operations of MG's installations or unreasonably interfere with the exercise by MG of any of its rights under the MG Easement.

(b) Evergreen further agrees that it will provide MG reasonable advance notice, consistent with commonly accepted utility practice, with respect to the exercise of Evergreen's rights in the MG Easement Area, and that such activities shall be made in such manner as will not interfere with or impair the operations of MG's installations or unreasonably interfere with the exercise by MG of any of its rights under the MG Easement; provided however, such notice shall not be required for the exercise of Evergreen's rights pursuant to paragraphs 1, 2 and 3 of Reservation One of Exhibit B.

(c) Notwithstanding anything to the contrary set forth herein, nothing in this Easement Deed shall be deemed to waive or affect the notice provisions of any other agreements between the Parties in existence from time to time.

2. Compliance with Laws

(a) Any use or activities performed by or on behalf of Evergreen on or over the MG Easement Area shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, safety regulations); and to the extent any such use or activities necessitate alterations or improvements to the MG Transmission Line, as reasonably determined by MG, then Evergreen shall be responsible for the cost of such alterations or improvements.

(b) Any use or activities performed by or on behalf of MG on or over Evergreen Lands shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, safety regulations); and to the extent any such use or activities necessitate alterations or

improvements to the Evergreen Transmission Line, as reasonably determined by Evergreen, then MG shall be responsible for the cost of such alterations or improvements.

3. Damage to Property, Equipment or Facilities.

(a) Except as provided in sub-paragraph 3(d) below, MG shall be responsible for all physical damage to or destruction of its equipment and facilities within the Evergreen Lands except to the extent such physical damage or destruction is caused by the willful misconduct or gross negligence of Evergreen, its employees, agents, representatives or contractors. In the event of any damage to or destruction of MG's equipment or facilities that could reasonably be expected to have an adverse impact upon the Evergreen Transmission Line, MG shall promptly repair its equipment and facilities in a manner that will minimize any adverse impact upon the Evergreen Transmission Line and in accordance with good utility practice. If the damage or destruction of MG's equipment or facilities was caused by the willful misconduct or gross negligence of Evergreen or its employees, agents, representatives or contractors, Evergreen will promptly reimburse MG for the reasonable costs incurred by MG in effecting such repairs.

(b) Except as provided in sub-paragraph 3(c) below, Evergreen shall be responsible for all physical damage to or destruction of its equipment and facilities within the MG Easement Area except to the extent such physical damage or destruction is caused by the willful misconduct or gross negligence of MG, its employees, agents, representatives or contractors. In the event of any damage to or destruction of Evergreen's equipment or facilities that could reasonably be expected to have an adverse impact upon the MG Transmission Line, Evergreen shall promptly repair its equipment and facilities in a manner that will minimize any adverse impact upon the MG Transmission Line and in accordance with good utility practice. If the damage or destruction of Evergreen's equipment or facilities was caused by the willful misconduct or gross negligence of MG or its employees, agents, representatives or contractors, MG will promptly reimburse Evergreen for the reasonable costs incurred by Evergreen in effecting such repairs.

(c) During the construction or maintenance of the MG Transmission Line within the MG Easement Area and during any final decommissioning of the MG Transmission Line in said Area, MG shall be responsible for all physical damage to or destruction of Evergreen's equipment and facilities within the Evergreen Lands caused by acts or negligence of MG, its employees, agents, representatives or contractors.

(d) During any maintenance of or during any final decommissioning of the Evergreen Transmission Line in said MG Easement Area, Evergreen shall be responsible for all physical damage to or destruction of MG's equipment and facilities within the MG Easement Area caused by acts or negligence of Evergreen, its employees, agents, representatives or contractors.

(e) Nothing contained herein shall be deemed a release by either Party of any claim against a third party for any damage to or destruction of equipment or facilities within the Evergreen Lands or the MG Lands caused by such third party.

4. Indemnification.

(a) From and after the date hereof, MG shall defend, save harmless, protect and indemnify Evergreen and its officers, directors and shareholders from and against any and all losses, liabilities, damages, claims, suits, demands, actions, judgments, costs and expenses (including court costs and reasonable attorneys' fees) resulting from damage to any property or death or injury to any person that arise from, grow out of, or are attributable to (i) the possession, use or control by MG of its equipment or facilities on or over the MG Easement Area, except to the extent resulting from or caused by any willful misconduct or gross negligence of Evergreen or its employees, agents, representatives or contractors, or (ii) any willful act or gross negligence of MG or its employees, agents, representatives or contractors.

(b) From and after the date hereof, Evergreen shall defend, save harmless, protect and indemnify MG and its officers, managers and members from and against any and all losses, liabilities, damages, claims, suits, demands, actions, judgments, costs and expenses (including court costs and reasonable attorneys' fees) resulting from damage to any property or death or injury to any person that arise from, grow out of, or are attributable to (i) the possession, use or control by Evergreen of its equipment or facilities within the MG Easement Area, except to the extent resulting from or caused by any willful misconduct or gross negligence of MG or its employees, agents, representatives or contractors, or (ii) any willful act or gross negligence of Evergreen or its employees, agents, representatives or contractors.

(c) If either Party intends to seek indemnification under this Easement Deed from the other Party with respect to any claim or action, the Party seeking indemnification shall give the other Party notice of such claim or action within fifteen (15) days of the commencement of, or actual knowledge of, such claim or action. Such notice shall describe the claim in reasonable detail and shall indicate the amount (estimated if necessary) of the claim that has been or may be sustained by the Party seeking indemnification. To the extent the other Party shall be actually and materially prejudiced as a result of the failure of the Party seeking indemnification to provide such timely notice, such notice shall be a condition precedent to any liability of the other Party under the provisions for indemnification contained in this Easement Deed. Neither Party shall settle or compromise any claim which is the subject of this Easement Deed without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld or delayed.

(d) The indemnification obligations of each Party hereunder shall continue in full force and effect regardless of whether rights granted or reserved herein have been terminated and shall not be limited in any way by any limitation on insurance or by any compensation or benefits payable by the Parties under Worker's Compensation Acts, disability benefit acts or other similar employee protection acts.

5. Roads. Each Party will maintain roads on which both Parties have access to the extent of the using Party's use. Upon completing use, the using Party will leave the road in substantially the same or better condition as before use began. Neither Party will have any obligation to maintain any road not being used by that Party unless otherwise set forth in the Use Agreement.

6. Access. Each Party will provide access to the other Party through any gates through which the other Party has access by means of duplicate keys or dual locks.

7. Vegetation Management. In the event Evergreen, Evergreen Lands or the MG Easement Area is subjected to any stipulation or permit condition pertaining to vegetation management, including but not limited to stipulations and permit conditions of the Maine Department of Environmental Protection that arise out of activities of MG or permit condition that arises out of activities of MG, MG agrees to reimburse Evergreen for any and all additional costs to Evergreen resulting from compliance with any such stipulation or condition as applicable to that portion of the MG Easement Area being maintained by Evergreen or as may be maintained in the future.

LIST OF SCHEDULES

Schedule 1	Evergreen Deeds
Schedule 2	Depictions of Evergreen Land, MG Easement Area, Evergreen Transmission Line and MG Transmission Line Location

SCHEDULE 1

EVERGREEN DEEDS

1. Statutory Short Form Quitclaim Deed from McCrillis Timberlands, LLC, RMM Land Company, Moulton-Emery Timberlands, Inc., Gardner N. Moulton, as Trustee of the G. & B. Realty Trust, McKee Timberlands, LLC, MMM Timberlands, LLC, Margaret M. Brown, Robert M. McKee, Mark McKee, Michael McKee, and Michelle Dustin to Evergreen Wind Power V, LLC dated May 12, 2008 recorded June 11, 2008 in the Penobscot County Registry of Deeds in Book 11424, Page 116.

2. Statutory Short Form Quitclaim Deed from Harlan H. Whitney and Pauline D. Whitney to Evergreen Wind Power V, LLC dated June 24, 2008 recorded June 25, 2008 in the Penobscot County Registry of Deeds in Book 11444, Page 114.

3. Crossing Easement Agreement from Bangor Hydro-Electric Company to Evergreen Wind Power V, LLC dated October 10, 2008 recorded October 17, 2008 in the Penobscot County Registry of Deeds in Book 11563, Page 59.

4. Warranty Deed from Rickey Deloge, Sr. to Evergreen Wind Power V, LLC dated June 14, 2007 recorded June 25, 2007 in the Penobscot County Registry of Deeds in Book 11012, Page 347.

5. Deed from Elgin H. Turner to Evergreen Wind Power V, LLC dated August 2, 2007 recorded September 26, 2007 in the Penobscot County Registry of Deeds in Book 11140, Page 1.

6. Easement from Clayton J. McCarthy to Evergreen Wind Power V, LLC dated March 4, 2008 recorded March 10, 2008 in the Penobscot County Registry of Deeds in Book 11317, Page 56.

7. Easement from Roscoe Tash and Marlene Tash to Evergreen Wind Power V, LLC dated March 13, 2008 recorded March 19, 2008 in the Penobscot County Registry of Deeds in Book 11327, Page 236.

8. Statutory Short Form Quitclaim Deed from Harlan H. Whitney and Pauline D. Whitney to Evergreen Wind Power V, LLC dated March 26, 2008 recorded March 28, 2008 in the Penobscot County Registry of Deeds in Book 11338, Page 154.

9. Easement from Loren A. Hale and Joyce M. Hale to Evergreen Wind Power V, LLC dated April 4, 2008 recorded April 8, 2008 in the Penobscot County Registry of Deeds in Book 11351, Page 117.

10. Easement from The Gerrity Family Limited Partnership to Evergreen Wind Power V, LLC dated April 15, 2008 recorded April 17, 2008 in the Penobscot County Registry of Deeds in Book 11360, Page 172.

11. Easement from Lakeville Shores, Inc. to Evergreen Wind Power V, LLC dated April 21, 2008 recorded April 23, 2008 in the Penobscot County Registry of Deeds in Book 11367, Page 187.

12. Statutory Short Form Warranty Deed from Donald Morin and Elizabeth A. Morin to Evergreen Wind Power V, LLC dated April 28, 2008 recorded May 2, 2008 in the Penobscot County Registry of Deeds in Book 11379, Page 121.

13. Statutory Short Form Quitclaim Deed from Huber Timber LLC to Evergreen Wind Power V, LLC dated May 22, 2008 recorded May 27, 2008 in the Penobscot County Registry of Deeds in Book 11403, Page 237.

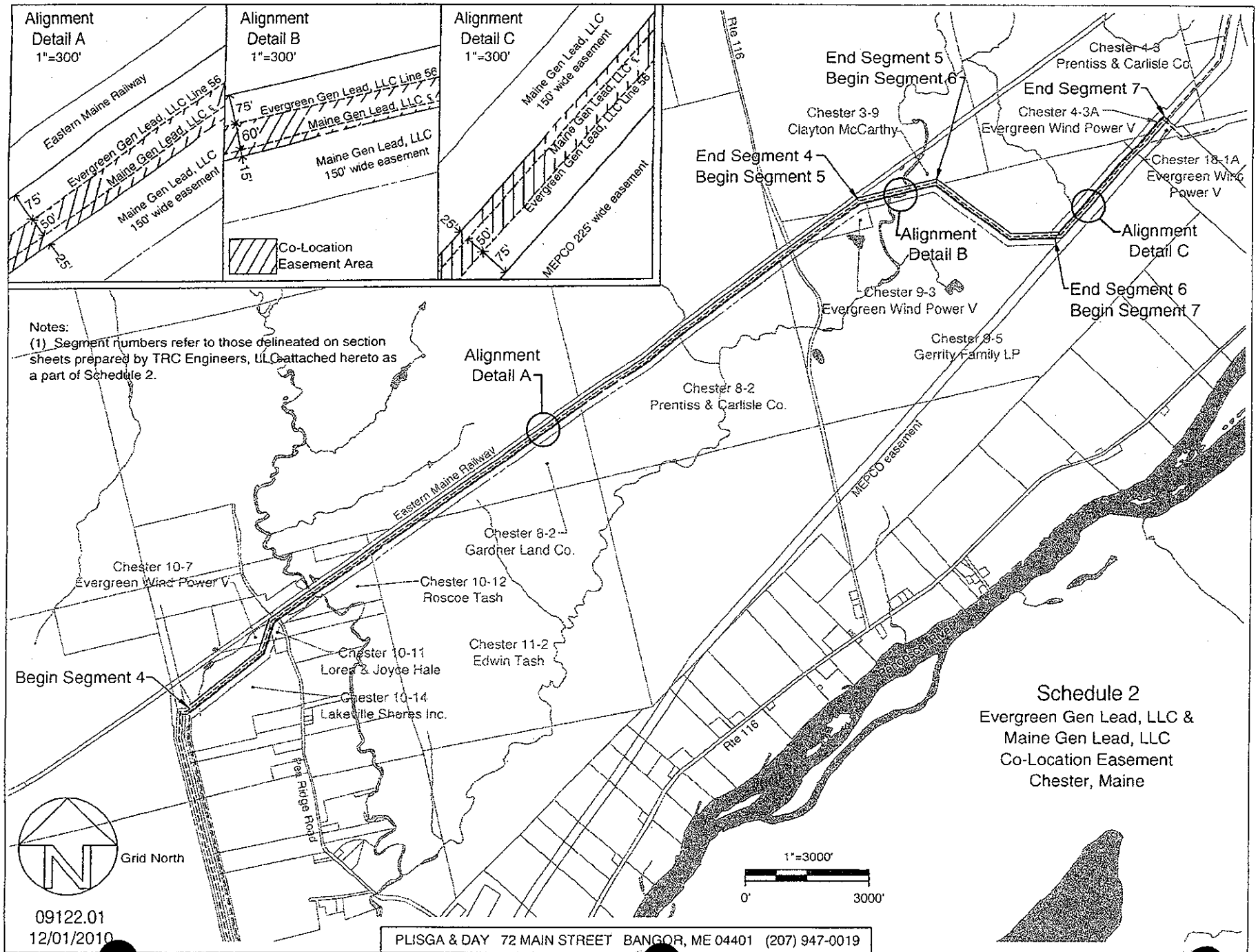
14. Easement from Edwin Tash, Sr., Edwin Tash, Jr., Julie A. Murchison, Lucas T. Tash, Penny L. Hurd, Diane J. Jipson, Wendy S. Porter, Molly J. Snowdale, and Jared Tash to Evergreen Wind Power V, LLC dated May 30, 2008 recorded June 5, 2008 in the Penobscot County Registry of Deeds in Book 11418, Page 84.

15. Statutory Short Form Quitclaim Deed from Prentiss & Carlisle Company, Inc., McCrillis Timberlands, LLC, RMM Land Company, Moulton-Emery Timberlands, Inc., Gardner N. Moulton, as Trustee of the G. & B. Realty Trust, McKee Timberlands, LLC, MMM Timberlands, LLC, Margaret M. Brown, Robert M. McKee, Mark McKee, Michael McKee, and Michele Dustin to Evergreen Wind Power V, LLC dated May 12, 2008 recorded June 11, 2008 in the Penobscot County Registry of Deeds in Book 11424, Page 100.

SCHEDULE 2

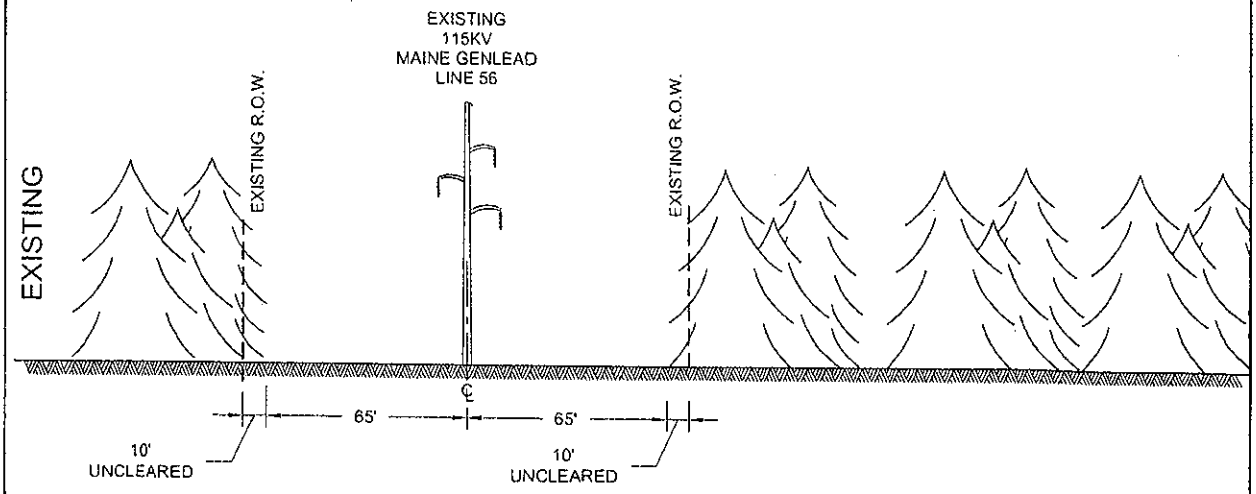
Depictions of Evergreen Lands, MG Easement Area,

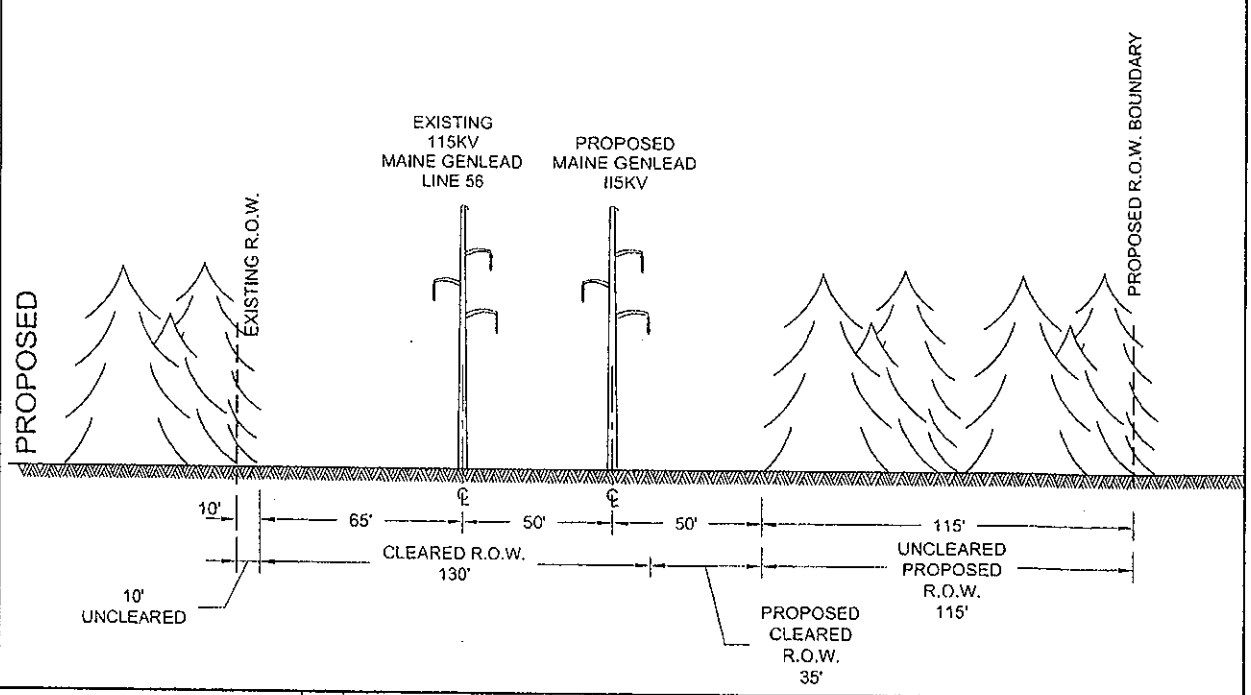
Evergreen Transmission Line Location and MG Transmission Line Location


Alignment Detail A
1"=300'
Eastern Maine Railway
Evergreen Gen Lead, LLC Line 56
Maine Gen Lead, LLC
Maine Gen Lead, LLC
150' wide easement
75'
150'
25'
Alignment Detail B
1"=300'
75'
60'
15'
Evergreen Gen Lead, LLC Line 56
Maine Gen Lead, LLC
Maine Gen Lead, LLC
150' wide easement
Co-Location Easement Area
Alignment Detail C
1"=300'
Maine Gen Lead, LLC
150' wide easement
Maine Gen Lead, LLC
Evergreen Gen Lead, LLC Line 56
MEPCO 225' wide easement
25'
150'
75'
Rte 116
End Segment 5
Begin Segment 6
Chester 4-3
Prentiss & Carlisle Co.
End Segment 7
Chester 3-9
Clayton McCarthy
Chester 4-3A
Evergreen Wind Power V
End Segment 4
Begin Segment 5
Chester 18-1A
Evergreen Wind Power V
Alignment Detail B
Alignment Detail C
Chester 9-3
Evergreen Wind Power V
End Segment 6
Begin Segment 7
Chester 9-5
Gerrity Family LP
Notes:
(1) Segment numbers refer to those delineated on section sheets prepared by TRC Engineers, LLC attached hereto as a part of Schedule 2.
Alignment Detail A
Chester 8-2
Prentiss & Carlisle Co.
Eastern Maine Railway
MEPCO easement
Chester 8-2
Gardner Land Co.
Chester 10-7
Evergreen Wind Power V
Chester 10-12
Roscoe Tash
Chester 11-2
Edwin Tash
Chester 10-11
Loren & Joyce Hale
Begin Segment 4
Chester 10-14
Lakeville Shores Inc.
Fox Ridge Road
Penobscot River
Rte 116
Grid North
1"=3000'
0'
3000'
Schedule 2
Evergreen Gen Lead, LLC &
Maine Gen Lead, LLC
Co-Location Easement
Chester, Maine
09122.01
12/01/2010
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

SEGMENT 4

PROPOSED STRUCTURES #27-75
3.9 MILES (LOOKING NORTH)





THIS DRAWING SHALL BE REVISED ON THE CADD SYSTEM ONLY

NO.	REV.	DATE	BY
0	ISSUE FOR PERMIT	8/27/10	TRC

CLIENT APPROVAL
APPROVED BY ---
COMPANY ---
DATE ---

MAINE GENLEAD, LLC
115kV TRANSMISSION LINE
KEENE ROAD S/S TO OAKFIELD COLLECTOR S/S

DESIGNED TSW DRAWN TSW	CHCK. --- APPR. ---	DATE 01/22/10 REVIEWED

TRC
TRC Engineers, LLC
249 Western Avenue
Augusta, Maine 04330

T0001-SH04

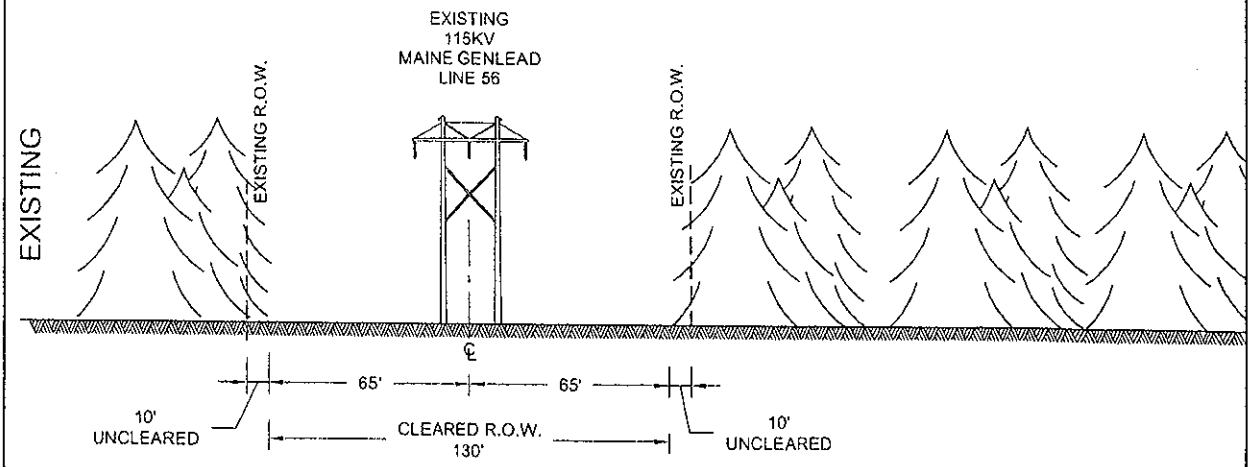
CONTRACT DWG NO. 169003-T0001 SH01-17.dwg	PROJECT NO. 169003

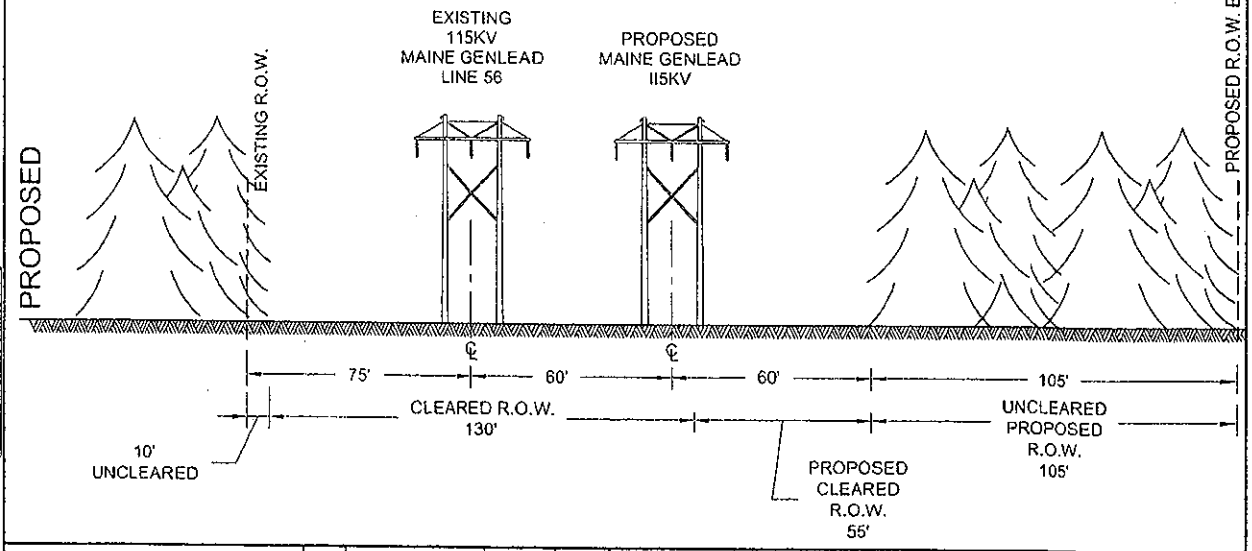
SEGMENT 5

CROSSING EBHORSE STREAM

PROPOSED STRUCTURES #75-#79

.4 MILES (LOOKING NORTH)





THIS DRAWING SHALL BE REVISED ON THE CADD SYSTEM ONLY

NO.	REV.	DATE	BY
0	ISSUE FOR PERMIT	8/27/10	TRC

CLIENT APPROVAL
APPROVED BY ---
COMPANY ---
DATE ---

MAINE GENLEAD, LLC

115kV TRANSMISSION LINE

KEENE ROAD S/S TO OAKFIELD COLLECTOR S/S

DESIGNED TSW	CHCK. ---	DATE 01/22/10
DRAWN TSW	APPR. ---	REVIEWED

TRC Engineers, LLC
249 Western Avenue
Augusta, Maine 04330

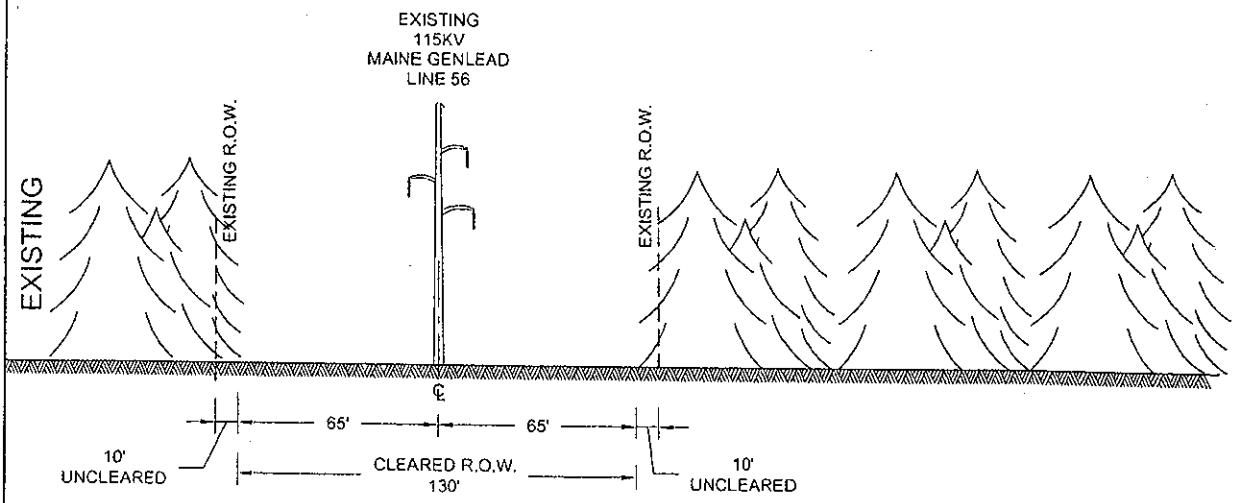
T0001-SH05

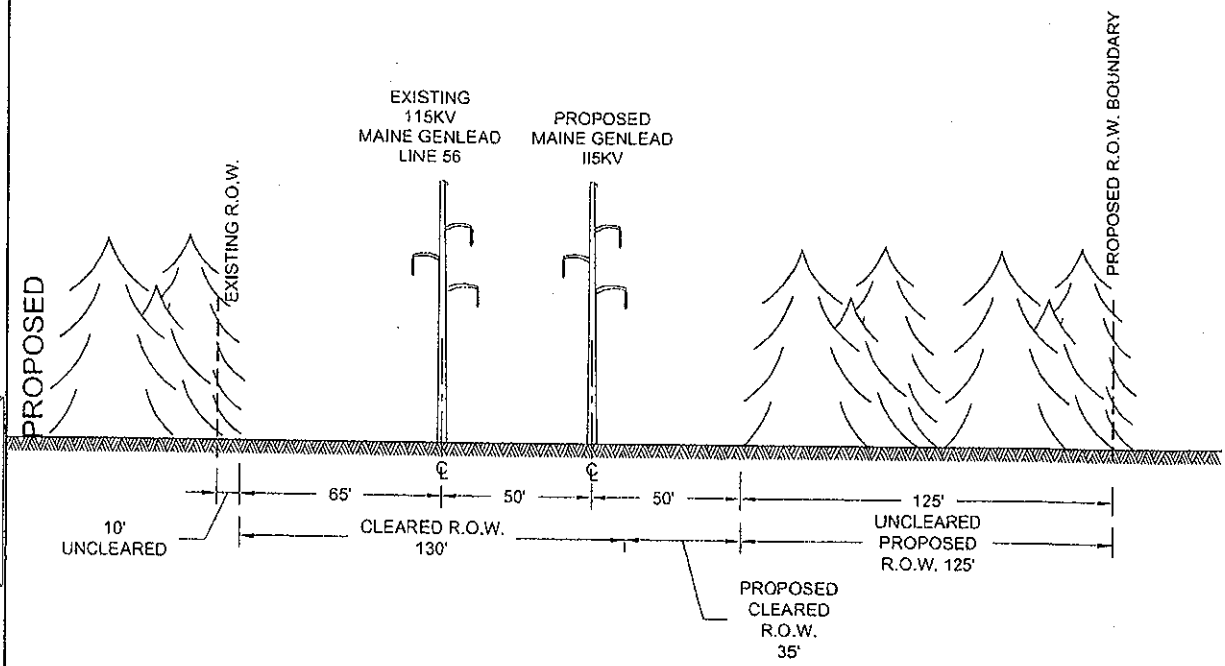
CONTRACT DWG NO. 169003-T0001 SH01-17.dwg

PROJECT NO. 169003

SEGMENT 6

PROPOSED STRUCTURES #79-#87
.7 MILES (LOOKING NORTH)





THIS DRAWING SHALL BE REVISED ON THE CADD SYSTEM ONLY

NO.	REV.	DATE	BY
0	ISSUE FOR PERMIT	8/27/10	TRC

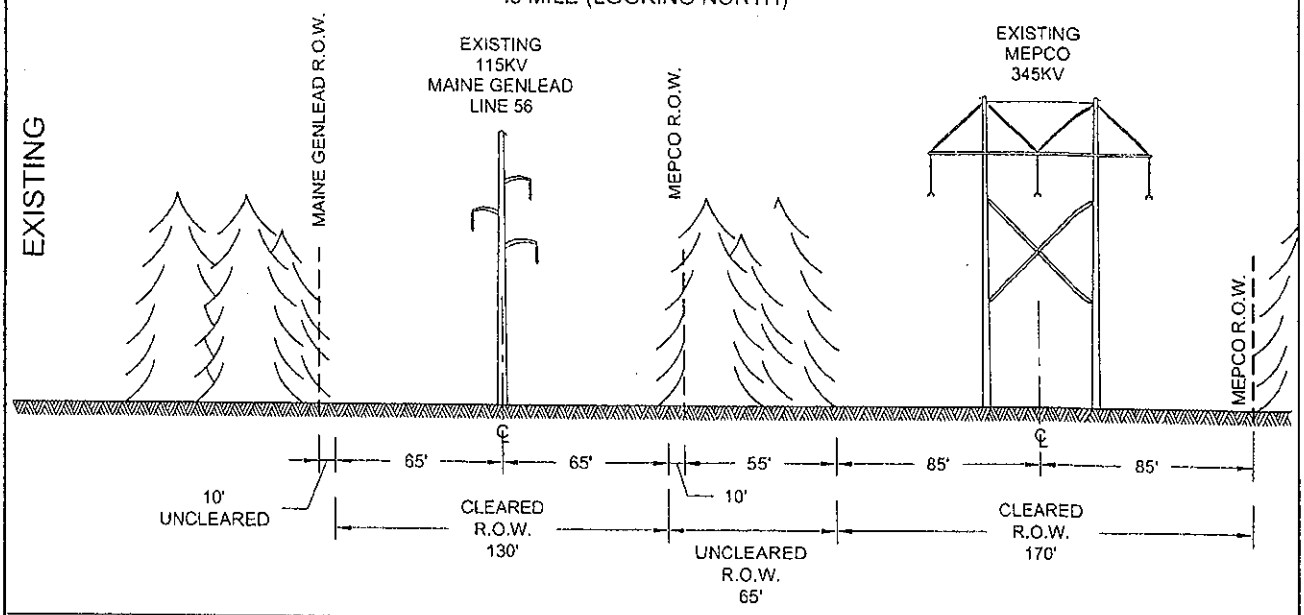
CLIENT APPROVAL
APPROVED BY ---
COMPANY ---
DATE ---

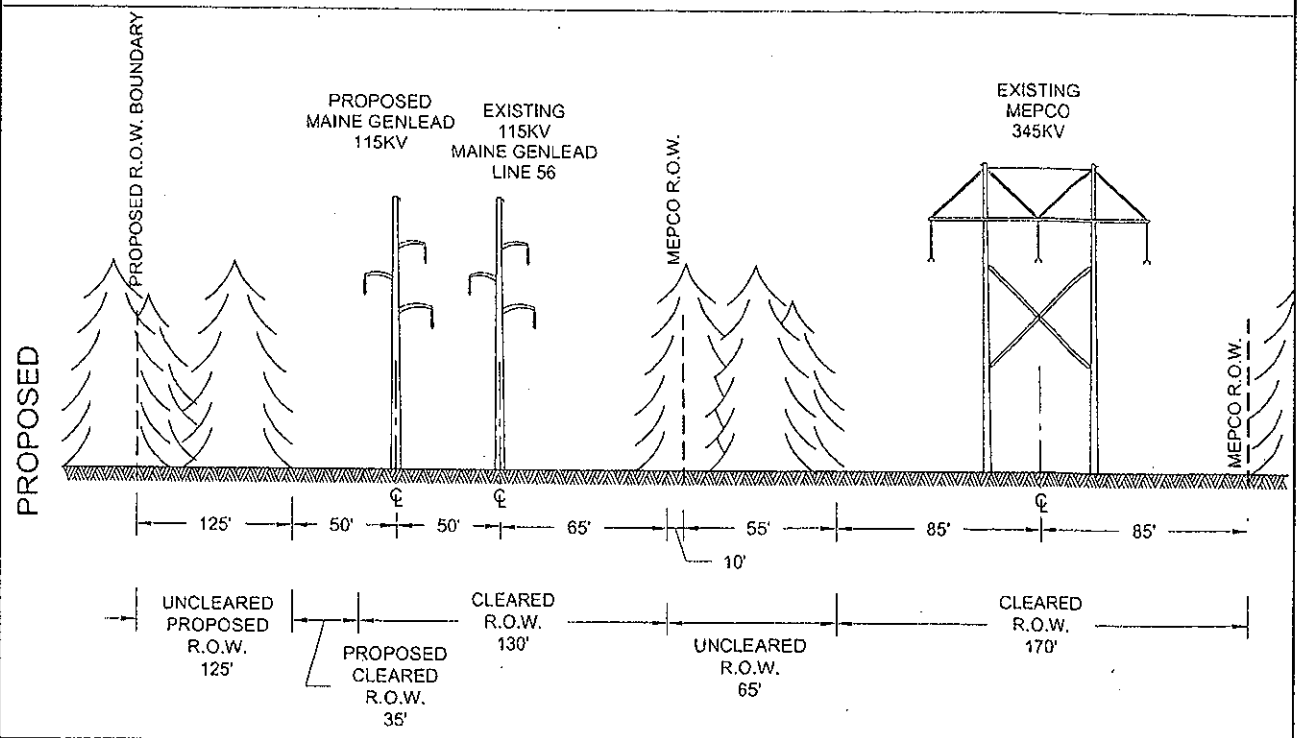
MAINE GENLEAD, LLC
115kV TRANSMISSION LINE
KEENE ROAD S/S TO OAKFIELD COLLECTOR S/S

DESIGNED TSW DRAWN TSW	CHCK. --- APPR. ---	DATE 01/22/10 REVIEWED
TRC Engineers, LLC 249 Western Avenue Augusta, Maine 04330		T0001-SH06
CONTRACT DWG NO. 169003-T0001 SH01-17.dwg	PROJECT NO. 169003	

SEGMENT 7

PROPOSED STRUCTURES #87-#97
.8 MILE (LOOKING NORTH)





THIS DRAWING SHALL BE REVISED ON THE CADD SYSTEM ONLY

NO.	REV.	DATE	BY
0	ISSUE FOR PERMIT	8/27/10	TRC

MAINE GENLEAD, LLC
115kV TRANSMISSION LINE
KEENE ROAD S/S TO OAKFIELD COLLECTOR S/S

DESIGNED TSW DRAWN TSW	CHCK. --- APPR. ---	DATE 01/22/10 REVIEWED

CLIENT APPROVAL
APPROVED BY ---
COMPANY ---
DATE ---

TRC Engineers, LLC
249 Western Avenue
Augusta, Maine 04330

CONTRACT DWG NO. 169003-T0001 SH01-17.dwg
PROJECT NO. 169003

T0001-SH07

PENOBSCOT COUNTY, MAINE
Register of Deeds

Bk 12374 Pg56 #868
01-10-2011 @ 10:32a

TRANSMISSION LINE
CROSSING AREA CONSENT AND AGREEMENT
CHESTER -LINE 86

WHEREAS, **BANGOR HYDRO ELECTRIC COMPANY**, a Maine corporation with a place of business at 970 Illinois Avenue, Bangor, Maine 04401 (hereinafter referred to as "**BHE**", which word is intended to include, unless expressly stated otherwise, BHE and its successors and assigns), holds certain easement rights in lands located in the Town of Chester, Penobscot County, Maine (hereinafter, the "**BHE Easement Area**") acquired pursuant to a Pole Line Easement granted by Donald L. Whitney by instrument dated December 3, 1959 and recorded in the Penobscot County Registry of Deeds in Book 1700, Page 335 (the "**BHE Easement**");

WHEREAS, BHE presently operates and maintains a transmission line known as Line 86 within the BHE Easement Area;

WHEREAS, **MAINE GENLEAD, LLC**, a Delaware limited liability company with a place of business and mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 (hereinafter referred to as "**MG**", which word is intended to include, unless expressly stated otherwise, MG and its successors and assigns), holds certain easements rights in land located in the Town of Chester, Penobscot County, Maine (hereinafter, the "**MG Easement Area**"), acquired pursuant to an Easement granted by Roscoe and Marlene Tash by instrument recorded April 7, 2010 in the Penobscot County Registry of Deeds in Book 12095 Page 318 (the "**MG Easement**");

WHEREAS, a portion of the MG Easement Area crosses the BHE Easement Area, which crossing area is depicted on the plan attached hereto as **Exhibit A** (said crossing area is referred to herein the "**Common Easement Area**");

WHEREAS, MG desires to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove a single overhead 115 kV electric line, consisting of suitable and sufficient poles, cables, and towers with sufficient foundations together with lines extending upon, within and between the same for the transmission of electric energy and intelligence related thereto, together with any fixtures, anchors, guys, cross arms, and other equipment and appurtenances within the MG Easement Area and crossing through the Common Easement Area;

WHEREAS, MG wishes to obtain BHE's consent and agreement to MG's exercise of its rights under the MG Easement within the Common Easement Area;

WHEREAS, BHE is willing to provide its consent and agreement to MG's exercise of its rights under the MG Easement within the Common Easement Area on the terms and conditions set forth in this Agreement;

NOW THEREFORE, BHE and MG, in consideration of the foregoing and the covenants contained herein, hereby agree as follows:

1. **Consent**. BHE consents to MG's exercise of the rights granted to MG under the MG Easement within the Common Easement Area, provided, however, that this consent shall not be construed to impose upon BHE any obligations or liabilities whatsoever under the MG Easement and shall not derogate any of the rights granted to BHE under the BHE Easement.

2. **Non-Interference**. MG's exercise of its rights and easements under the MG Easement within the Common Easement Area shall not materially interfere with or impair the facilities and operations of BHE within the Common Easement Area or the exercise by BHE of the rights granted to BHE under the BHE Easement within the Common Easement Area.

3. **Compliance with Law and Accepted Utility Practice**. MG's use or activities performed by or on behalf of MG within the Common Easement Area shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, safety regulations).

4. **Indemnification**. MG shall defend, save harmless, protect and indemnify BHE and its officers, directors and shareholders from and against any and all losses, liabilities, damages, claims, suits, demands, actions, judgments, costs and expenses (including court costs and reasonable attorneys' fees) resulting from damage to any property or death or injury to any person that arise from, grow out of, or are attributable to (i) the possession, use or control by MG of its equipment or facilities within the Common Easement Area, except to the extent resulting from or caused by any act of BHE or its employees, agents, representatives or contractors, or (ii) any willful act or gross negligence of MG or its employees, agents, representatives or contractors.

5. **Successors and Assigns**. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of BHE and MG.

6. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Bangor Hydro Electric Company has caused this Agreement to be signed by Peter E. Dawes, its duly authorized V.P. Finance, and Maine GenLead, LLC has caused this Agreement to be signed by Paul Gayor, President Maine Wind Holdings, LLC, its duly authorized Member, as of the 21st day of December, 2010.

BANGOR HYDRO ELECTRIC COMPANY

Witness:
Date: December 21, 2010

By: Peter E. Dawes
Name: Peter E. Dawes
Its: ~~President and C.O.O.~~ V.P. Finance

Penobscot County, Maine

Dec. 21, 2010

Personally appeared the above-named Peter E. Dawes, V.P. Finance of Bangor Hydro Electric Company, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

KAREN A. BELL
Notary Public • State of Maine
My Commission Expires July 6, 2012

Before me,

Notary Public
Printed Name:

SEAL

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its:

Witness:
Date:

By:
Name:
Its:

Commonwealth of Massachusetts
County of _____

_____, 2010

Personally appeared the above-named _____, _____ of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said limited liability companies.

Before me,

Notary Public
Printed Name:

IN WITNESS WHEREOF, Bangor Hydro Electric Company has caused this Agreement to be signed by _____, its duly authorized _____, and Maine GenLead, LLC has caused this Agreement to be signed by _____ _____, its duly authorized _____, as of the _____ day of _____, 2010.

BANGOR HYDRO ELECTRIC COMPANY

_____
Witness:
Date:

By: _____
Name: _____
Its: President and C.O.O.

Penobscot County, Maine _____ 2010

Personally appeared the above-named _____, _____ of Bangor Hydro Electric Company, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public
Printed Name:

MAINE GENLEAD, LLC
By: Maine Wind Holdings, LLC
Its:

_____
Witness:
Date:

By: _____
Name: Paul Gaynor
Its: President

Commonwealth of Massachusetts
County of Suffolk

January 5 2010

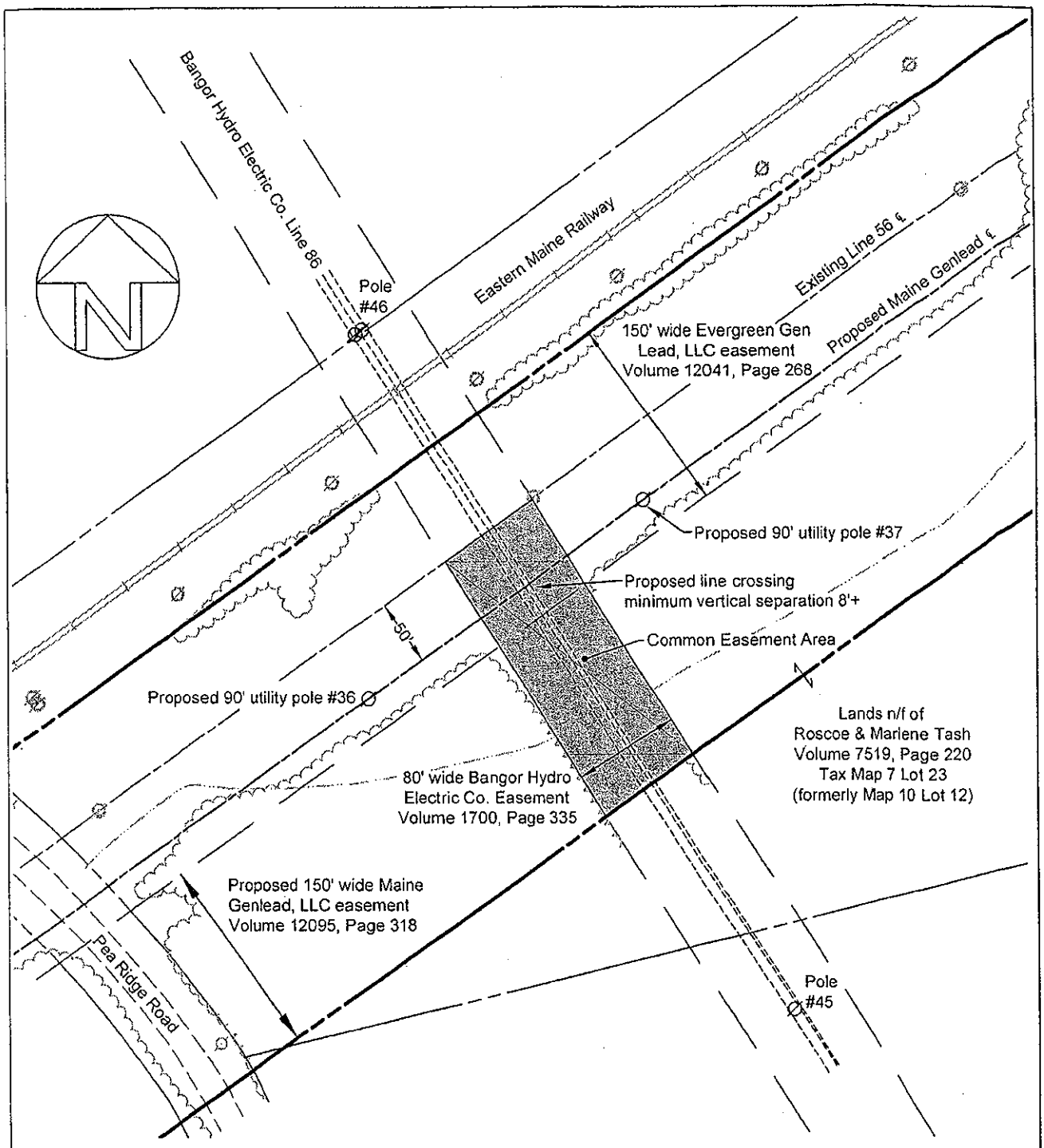
Personally appeared the above-named Paul Gaynor, President of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said limited liability companies.

Before me,

_____
Notary Public
Printed Name: Linne M. Taylor

SEAL

LINNE M. TAYLOR
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 2, 2016



Notes:
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on town of Chester tax data.

Exhibit A
Bangor Hydro Electric Co. Line 86
Plan of Proposed Crossing Area
Chester, Maine

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds

1"=100'
0' 100'

09122.01
12/09/2010

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019