

OAKFIELD PROJECT - INFRASTRUCTURE

Index	Tax Map	Lot(s)	Grantor Name	EWPII, LLC Interest
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2	OAK 1	14	Evergreen Wind Power II, LLC	Fee
3	OAK 1	18	William J. Lawlor, Jr. and Harriett Lawlor	Lease
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5	OAK 1	20B	Peter and Joan Main	Lease
6	OAK 1	20C	Virgie M. Whitney	Lease
7	OAK 1	20D	Evergreen Wind Power II, LLC	Fee
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13	OAK 2	2	Prentiss & Carlisle Co., Inc. and McCrillis Timberland, LLC	Easement
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15	OAK 2	4	Mary B. Gregor, Trustee, Meadows & Mountains Trust and Van Reed Pension Plan	Lease and Easement
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20	OAK 3	6	Mary B. Gregor, Trustee, Meadows & Mountains Trust	Lease
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22	OAK 4	26	Robert W. Stakel and Catherine Stakel	Lease
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OAKFIELD PROJECT - INFRASTRUCTURE

Index	Tax Map	Lot(s)	Grantor Name	EWPII, LLC Interest
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31	OAK 5	4	Katahdin Development Corporation	Lease
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34	OAK 5	8	Steven R. Campbell	Lease
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36	OAK 6	1	Aroostook Timberlands, LLC	Lease
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49	T4 R3 1	1	MAPT Management, LLC, Trustee of Powers Trust	Lease

MEMORANDUM OF LEASE
(CORRECTIVE)

PARTIES TO LEASE:

LESSORS

Joseph G. Varricchio and Mary Gaeta
597 Higgins Road
Pittsfield, ME 04967
Their successors and assigns

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

PREMISES:

That certain real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 – 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, , facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises.

DATE AND TERM OF LEASE: The Lease is dated November 20, 2007 and shall be for an initial term of twenty seven (27) years commencing on November 20, 2007.

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

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

ASSIGNMENT: The Lease may be sold, assigned or transferred by Lessee without any approval or consent of Lessors.

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

COUNTERPART: This Corrective Memorandum may be executed in one or more counterparts by some or all of the parties hereto, each of which counterpart shall be an original and all of which together shall constitute a single Corrective Memorandum.

CORRECTIVE NATURE:

The sole purpose of this Corrective Memorandum of Lease ("Corrective Memorandum") is to amend that certain Memorandum of Lease ("MOL") between Lessor and Lessee, recorded on December 23, 2008 in Book 4658, Page 225 in the Southern Aroostook County Registry of Deeds and confirm the legal description of the Property which is the subject of the Lease, as amended by First Amendment to Land Lease Agreement of even date herewith. The exhibit to this Corrective Memorandum (and the references to the exhibit to this Corrective Memorandum contained herein) shall replace, correct and supersede the Exhibit A attached to the MOL, but shall otherwise leave the MOL in full force and effect, as amended by this Corrective Memorandum.

DATED this 13 day of November, 2009.



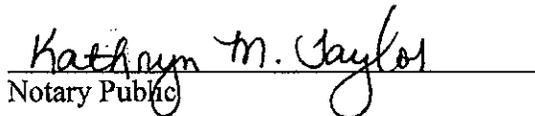
Joseph G. Varricchio



Mary Gaeta

STATE OF MAINE)
 Somerset) ss.:
COUNTY OF ~~ARROSTOCK~~)

On this 13th day of ~~October~~ November, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph G. Varricchio and Mary Gaeta, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.



Notary Public

KATHRYN M. TAYLOR
Notary Public - State of Maine
My Commission Expires November 26, 2014

Exhibit A

The Property

1. Deed recorded in Southern Aroostook County Registry of Deeds at Book 3431, Page 288 (a.k.a., Town of Oakfield Tax Map 1, Lot 10) and
2. Deed recorded in Southern Aroostook County Registry of Deeds at Book 3286, Page 78 (a.k.a., Town of Oakfield Tax Map 1, Lot 20-F).

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

PRELIMINARY MEMORANDUM OF LEASE

ed estate

PARTIES TO LEASE:

LESSORS

Joseph G. Varricchio and Mary Gaeta
597 Higgins Rd
Pittsfield, ME 04967
Their successors and assigns

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

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REMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), hereby lease to the Lessee a portion of the Property, together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

At such time as the legal description for the Premises has been determined, the parties agree to execute an amendment to this Memorandum of Lease evidencing the legal description describing the Premises which shall be recorded in the official records of Aroostook County, Maine at Lessee's expense.

Ins
Expires:
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TERM OF LEASE: Lease shall be for an initial term of twenty-seven (27) years and shall commence on November 20th, 2007.

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

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

NON-INTERFERENCE Lessor agrees that Lessee shall have the exclusive right to convert all of the wind resources of the Property. Lessor's activities and any grant of rights Lessor makes to any third party, whether located on the Property or elsewhere, shall not, now or in the future, interfere in any way with Lessee's exercise of any rights granted under this Agreement. Lessor shall not interfere with the wind speed or wind direction over the Property by engaging in any activity on the Property that might cause a decrease in the output or efficiency of any WTG, including any WTGs located on land adjoining the Property. Lessor's rights to erect structures on the Property in compliance with all applicable laws and ordinances shall not be limited except as provided in this Agreement. Lessor must consult with and obtain Lessee's prior written approval as to the location of all structures measuring in height greater than one quarter of the WTG tower height, and within a radius of 20 rotor diameters from any WTG, whether located on or off the Property. Approval shall be based on whether, in Lessee's sole judgment, based upon appropriate professional engineering and meteorological opinions, the proposed structures at the proposed location are likely to interfere with wind speed or wind direction over any portion of the Property, cause a decrease in the output or efficiency of any WTG, or otherwise interfere with Lessee's operations on the Property.

STATE OF Mass
COUNTY OF Sou
this 23 day of May
personally app
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of which the ir

DATED at Wareham, Massachusetts this 23rd day of May, 2008.

Exhibit A

Warranty Deed - Book 3286, Page 078-079

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SHORT FORM WARRANTY DEED

MICHAEL J. HERSEY and MARTHA L. HERSEY, being married, both of South Casco, Maine, FOR CONSIDERATION PAID, grant to EVERGREEN WIND POWER II, LLC, a Delaware limited liability company, with a mailing address of c/o First Wind Energy, LLC, 85 Wells Avenue, Suite 305, Newton, MA 02459, with WARRANTY COVENANTS, certain real property, together with any improvements thereon located at Oakfield, Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises").

WITNESS our hands and seals this 16 day of Nov, 2009.

WITNESSETH:

[Signature]
Name:

Michael J. Hersey
Michael J. Hersey

[Signature]
Name:

Martha L. Hersey
Martha L. Hersey

State of Maine
County of Cumberland, ss.

November 16, 2009

PERSONALLY APPEARED the above-named Michael J. Hersey and acknowledged the foregoing instrument to be his free act and deed.

Before me,

[Signature]
Name: ELIZA COPE NORDEN
Title: ATTORNEY AT LAW

**MAINE TRANSFER
TAX PAID**

State of Maine
County of Cumberland, ss.

November 16, 2009

PERSONALLY APPEARED the above-named Martha L. Hersey and acknowledged the foregoing instrument to be her free act and deed.

Before me,

[Signature]
Name: ELIZA COPE NORDEN
Title: ATTORNEY AT LAW

Exhibit A

A certain parcel of land in the Town of Oakfield, County of Aroostook, State of Maine, more particularly described, as follows:

Beginning at the Northwest corner of Lot 109 at a stump near the log dwelling house formerly occupied by Wesley Bell, on the road leading from Oakfield Ridge to the East Branch Dam; thence running south 71 degrees east 38 rods to a corner post; thence south 19 degrees west 153 rods to a beech post; thence north 71 degrees west 48 rods to a beech post; thence south 19 degrees west 54 rods to a hornbeam post; thence north 41 degrees west 40 rods to the road line; thence north 49 degrees east 81 rods along said road to the place of beginning.

Being part of Lot #109 according to the 1858 Burleigh & Coney plan of said town.

Excepting those premises conveyed to William E. Morton and Linda J. Morton by the Warranty Deed of William J. Lawlor and Harriett M. Lawlor, dated June 19, 1969, and recorded in Book 1049, Page 446, at the Southern Aroostook Registry of Deeds in Houlton, Maine.

Also excepting those premises conveyed to the Inhabitants of the Town of Oakfield, by the Easement Deed of William J. Lawlor, Jr. and Harriett M. Lawlor, dated February 3, 1975, and recorded in Book 1168, Page 128, at said Registry.

Being the same premises conveyed to Michael J. Hersey and Martha L. Hersey, Husband and Wife by Warranty Deed of William J. Lawlor, Jr., and Harriet M. Lawlor, Husband and Wife, dated January 21, 2005 recorded in said Registry in Book 4078, Page 73.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

William J. Lawlor, Jr. and Harriet M. Lawlor
(a.k.a. William J. Lawler and Harriet M. Lawler;
Also being referred to in the Lease as "William Lawlor and
Harriet Lawlor")
Their successors and assigns
56 South Road
Oakfield, ME 04763

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

PROPERTY:

The Lessor is owner of the real property being more particularly described on Exhibit A attached hereto (the "Property"), and hereby leases to the Lessee a portion of the Property as more particularly depicted and described on Exhibit B attached hereto (the "Leased Parcel Description").

The Lessor hereby grants to the Lessee the right and obligation to survey the Property. Lessee shall have the Property surveyed prior to any Commercial Operation and identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on March 31, 2009.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

Lessee shall have the exclusive right to convert all of the wind resources of the Property. Lessor's activities and any grant of rights Lessor makes to any third party, whether located on the Property or elsewhere, shall not, now or in the future, interfere in any way with Lessee's exercise of

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

On this 18th day of March, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared William & Harriet Lawlor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Debra Schillinger
Notary Public
Debra Schillinger
Comm. Exp. 4-22-2015

Corrected
Exhibit A

The Property

1. Property described in deed dated May 28, 1965 recorded in Southern Aroostook County Registry of Deeds at Book 945, Page 180, excepting outconveyances as follows: 1.) deed dated June 19, 1969 recorded in said Registry at Book 1049, Page 446; 2.) deed dated June 19, 1984 recorded in said Registry at Book 1739, Page 282; and 3.) deed dated January 21, 2005 recorded in Book 4078, Page 74.

Corrected
Exhibit B (page 1 of 2)
to Memorandum of Lease
Leased Parcel Description

A certain lot or parcel of land situated northerly of South Oakfield Road, so called, also known as South Road and easterly of Thompson Settlement Road in the town of Oakfield, County of Aroostook and the State of Maine, said lot being more particularly bounded and described as follows:

Beginning at the northeasterly corner of land now owned by the Grantors as evidenced by the end of a stone wall and a corner of an old wire fence where a post formerly stood marking the northeast corner of lot 110 and southeast corner of Lot 109 as depicted on the 1858 Burleigh and Coney Plan of the Town of Oakfield, being a corner of land now or formerly owned by Peter and Joan S. Main by deed recorded at the Aroostook County Southern Registry of Deeds, in Book 2366, Page 163;

Thence southerly following the stone wall by Lot 111 as shown on said plan and land of Main a distance of 820 feet to a point 1920 feet, more or less, northerly along said land of Main from the northerly side of South Road;

Thence turning a right angle westerly from the above described line passing through land of the Grantors a distance of 750 feet to a point:

Thence turning a right angle northerly and running parallel with the first described line, passing through land of the Grantors a distance of 465 feet to a point;

Thence northeasterly with an interior angle of $135^{\circ} 00'$ passing through land of the Grantors a distance of 500 feet, more or less, to a point on the southerly line of land of said Main and lot 109 as shown on said plan;

Thence easterly along said land of Main a distance of 400 feet, more or less, to the point of beginning.

Meaning and intending to describe a lot of land containing 12.7 acres, more or less and being a part of the same premises conveyed to the Grantors by deed of Lucy M. Lawlor dated May 28, 1965 and recorded at said Registry in Book 945, Page 180.

Corrected
Exhibit B (page 2 of 2)
Leased Parcel Depiction (next page)

(CORRECTIVE)
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Kerry N. Bartlett (a.k.a. Kerry Bartlett)
His successors and assigns
221 Thompson Settlement Road
Oakfield, ME 04763

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street
Boston, MA 02111

PROPERTY:

The Lessors are owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

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

DATE AND TERM OF LEASE:

The Lease shall be for an initial term of twenty seven (27) years and shall commence on November 7, 2007.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE:

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

COUNTERPART:

This Corrective Memorandum may be executed in one or more counterparts by some or all of the parties hereto, each of which counterpart shall be an original and all of which together shall constitute a single Corrective Memorandum.

CORRECTIVE NATURE:

1st Amend d. 6/22/09
2nd Amend d. 3/17/2010

The sole purpose of this Corrective Memorandum of Lease ("Corrective Memorandum") is to amend that certain Memorandum of Lease ("MOL") between Lessor and Lessee, recorded on December 23, 2008 in Book 4658, Page 171 in the Southern Aroostook County Registry of Deeds and confirm and correct the legal description of the Property which is the subject of the Lease, as amended by First Amendment to Land Lease Agreement of even date herewith. The exhibit to this Corrective Memorandum (and

CORRECTED
EXHIBIT A

To Kerry N. Bartlett Memorandum of Lease

The Property

That certain lot of land owned by Lessor in Oakfield, County of Aroostook, Maine known as the Town of Oakfield Tax Map 1, Lot 20 and described in the following three (3) deeds:

1. Deed dated March 17, 1990 and recorded in the Southern Aroostook County Registry of Deeds at Book 2366, Page 159, which is incorporated herein by reference;
2. Deed dated March 17, 1990 and recorded in said Registry of Deeds at Book 2366, Page 160, which is incorporated herein by reference; and
3. Deed dated May 4, 1991 and recorded in said Registry at Book 2366, Page 174, which is incorporated herein by reference.

Received
AROSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Kerry Bartlett
his successors and assigns
221 Thompsen Settlement Rd.
Oakfield, ME 04763

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE: Lease shall be for an initial term of twenty seven (27) years and shall commence on Nov 7, 2007.

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

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

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

_____ rotor diameters from any WTG, whether located on or off the Property.

DATED at Oranville, Maine this 7th day of Nov, 2007.

Kerry N. Bartlett
Lessor / Kerry N. Bartlett

STATE OF Maine)
COUNTY OF Androscoggin) ss.:

On this 7th day of Nov, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Kerry N. Bartlett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Debra Schill
Debra Schill
Notary Public
Comm Exp 4-22-2008

Exhibit A

Warranty Deed - Book 2366, Pages 159, 160, 163-164, 174-175

BOOK 2365 PAGE 159

WARRANTY DEED

006860

JEANNIE G. CARNEY, having a mailing address of Penobscot Valley Avenue, Lincoln, County of Penobscot and State of Maine, for consideration paid, grants to KERRY BARTLETT, having a mailing address of RFD #1, Box 114A, Oakfield, County of Aroostook and State of Maine, with WARRANTY COVENANTS:

My 1/8 undivided interest, in the land in Oakfield, County of Aroostook, and State of Maine, to wit:

PARCEL I

A part of lot #109 in said Oakfield, bounded and described as follows: Beginning at the Southeast corner of said lot; thence running west 48 rods to a stake and stones; thence north 20 rods to stake and stones; thence east 48 rods to stake and stones; thence south 20 rods to the place of beginning, containing 5 acres, more or less.

PARCEL II

Lot #111 in said Oakfield, containing 129.69 acres, more or less according to plan and survey of Parker P. Burlleigh, made and returned to State Land Office in 1858.

PARCEL III

Lot #112 in said Oakfield, excepting and reserving 1/2 acre off the Southeast corner of said lot. Said premises containing 157.8 acres, more or less.

And, being my 1/8 undivided interest conveyed to me by the Warranty Deed of Goldie B. Davis, et.al., dated February 13, 1989, and to be recorded simultaneously herewith, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

WITNESS my hand and seal this 17th day of March, 1990.

WITNESS

Jeannie G. Carney
Jeannie G. Carney

STATE OF MAINE
PENOBSCOT, ss.

Personally appeared the above named Jeannie G. Carney, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Mary M. [Signature]
Mary M. [Signature]



AROOSTOOK, ss. Received June 5, 1991 at 1h 17m P.M.

BOOK 2366 PAGE 160

WARRANTY DEED

006861

VIRGIE BARTLETT MALONE, having a mailing address of P.O. Box 186, Oakfield, County of Aroostook, and State of Maine, for consideration paid, grants to KERRY BARTLETT, having a mailing address of RFD #1, Box 114A, Oakfield, County of Aroostook and State of Maine, with WARRANTY COVENANTS:

My 1/8 undivided interest, in the land in Oakfield, County of Aroostook, and State of Maine, to wit:

PARCEL I

A part of lot #109 in said Oakfield, bounded and described as follows: Beginning at the Southeast corner of said lot; thence running west 48 rods to a stake and stones; thence north 20 rods to stake and stones; thence east 48 rods to stake and stones; thence south 20 rods to the place of beginning, containing 5 acres, more or less.

PARCEL II

Lot #111 in said Oakfield, containing 129.69 acres, more or less according to plan and survey of Parker P. Burleigh, made and returned to State Land Office in 1858.

PARCEL III

Lot #112 in said Oakfield, excepting and reserving 1/2 acre off the Southeast corner of said lot. Said premises containing 157.8 acres, more or less.

And, being my 1/8 undivided interest conveyed to me by the Warranty Deed of Goldie B. Davis, et.al., dated February 13, 1989, and to be recorded simultaneously herewith, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

WITNESS my hand and seal this 17th day of March, 1990.

WITNESS

Virgie Bartlett Malone
Virgie Bartlett Malone

STATE OF MAINE
AROOSTOOK, ss.

Personally appeared the above named Virgie Bartlett Malone, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Patrick K. Hunt
Patrick K. Hunt, Notary

AROOSTOOK, ss. Received June 5, 1991 at 1h 17m P.M.

1991-2366-163
WARRANTY DEED

006863

KERRY N. BARTLETT, having a mailing address of RFD #1, Box 114A, Oakfield, County of Arcootook, and State of Maine; DANWIE F. BARTLETT, having a mailing address of P.O. Box 186, Oakfield, County of Arcootook, and State of Maine; CHRISTEN A. BARTLETT, having a mailing address of 733 Mammoth Road, Manchester, County of Hillsborough, and State of New Hampshire; BRIAN N. BARTLETT, having a mailing address of The Laton House, Room 21, Railroad Square, Nashua, County of Hillsborough, and State of New Hampshire; JOAN S. MAIN, having a mailing address of Box 25A, Hillside Road, Littleton, County of Arcootook, and State of Maine; and GLORIA I. NOYES, having a mailing address of P.O. Box 588, Fatten, County of Penobscot, and State of Maine, for consideration paid, grant to PETER MAIN and JOAN S. MAIN, Husband and Wife, and both having a mailing address of Box 25A, Hillside Road, Littleton, County of Arcootook and State of Maine, as JOINT TENANTS, with WARRANTY COVENANTS:

The land in Oakfield, County of Arcootook, and State of Maine, to wit:

Beginning at a point situated at the intersection of the Southwest corner of Lot #111 according to the 1858 Burling and Conay plan of said town and the northerly boundary of the South Oakfield Road; thence northerly along the westerly boundary of Lot #111 which is marked by a rock wall 2,541 feet, more or less, to a post situated at the Southeast corner of Lot #109 according to said plan; thence westerly along the southerly boundary of said Lot #109, 792 feet to a point; thence northerly at a right angle 330 feet to a point; thence easterly 792 feet, more or less, parallel with the southerly boundary of said Lot #109, to a post situated on the westerly boundary of said Lot #111; thence easterly 500 feet in a continuation of the same course and along a rock wall to a post; thence southerly 2,772 feet, more or less, in a direction parallel with the westerly boundary of said Lot #111 to a post situated on the northerly boundary of the said South Oakfield Road; thence westerly along the northerly boundary of the said South Oakfield Road 500 feet, more or less, to the point of beginning.

Being part of Lots #111 and #109 according to the 1858 Burling and Conay plan of the Town of Oakfield, Maine.

And, being part, and part only, of the same premises conveyed to the Grantors by the Warranty Deed of Goldie S. Davis, et al., dated February 13, 1989; and April 27, 1989, and to be recorded simultaneously herewith, at the Southern Arcootook County Registry of Deeds in Houlton, Maine; and being part, and part only, of the same premises conveyed to Kerry N. Bartlett by the Warranty Deed of Jeanne G. Carney, dated March 17, 1990, and to be recorded simultaneously herewith, at said registry; and being part, and part only, of the same premises conveyed to Kerry Bartlett by the Warranty Deed of Virgie Bartlett Malone, dated March 17, 1990, and to be recorded simultaneously herewith, at said registry.

This conveyance is a transfer to persons related to the Grantors by blood pursuant to the provisions of Title 30-A, Maine Revised Statutes Annotated, Section 4601(4)(D).

WITNESS our hands and seals this 4th day of May, 1991.

MATRICK & PLANT, RA
ATTORNEYS AT LAW
110 W. BIRCH ST.
LEWISBURG, N.H. 03586-0104
TEL: 603-451-1100
FAX: 603-451-1100

[Signature]
WITNESS

Kerry N. Bartlett
Kerry N. Bartlett

FORM 2355 MAR 1964

[Signature]
WITNESS

[Signature]
Harry M. Bartlett

[Signature]
WITNESS

[Signature]
Chester A. Bartlett

[Signature]
WITNESS

[Signature]
Brian M. Bartlett

[Signature]
WITNESS

[Signature]
John E. Nolin

[Signature]
WITNESS

[Signature]
Doris I. Moyer

STATE OF MAINE
ARROSTOCK, ss.

May 4, 1991

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

Before me,

[Signature]
Patrick E. Hunt
Attorney at Law



ARROSTOCK, ss. Received June 5, 1991 at 1h 17m P.M.

NOTICE: GREAT PA
ARROSTOCK, ME
AND MAINE STATE DEPT
TEL: 603-688-6000
WWW.ME.GOV

BOOK 2366 PAGE 174

WARRANTY DEED

006869

KERRY N. BARTLETT, having a mailing address of RFD #1, Box 114A, Oakfield, County of Aroostook, and State of Maine; DANNIE F. BARTLETT, having a mailing address of P.O. Box 186, Oakfield, County of Aroostook, and State of Maine; CHESTER A. BARTLETT, having a mailing address of 733 Mammoth Road, Manchester, County of Hillsborough, and State of New Hampshire; BRIAN R. BARTLETT, having a mailing address of The Laton House, Room 21, Railroad Square, Nashua, County of Hillsborough, and State of New Hampshire; JOAN S. MAIN, having a mailing address of Box 25A, Hillsiding Road, Littleton, County of Aroostook, and State of Maine; and GLORIA I. NOYES, having a mailing address of P.O. Box 546, Patten, County of Penobscot, and State of Maine, for consideration paid, grant to KERRY N. BARTLETT, having a mailing address of RFD #1, Box 114A, Oakfield, County of Aroostook, and State of Maine, with WARRANTY COVENANTS:

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

Beginning at a point situated at the Southwest corner of those premises conveyed to Gloria I. Noyes by Deed of even date, and to be recorded simultaneously herewith; thence southerly along the westerly boundary of Lot #111 according to the 1858 Burleigh and Coney plan of said town 891 feet, more or less, to the northerly boundary of those premises conveyed to Peter Main and Joan S. Main by Deed of even date, and to be recorded simultaneously herewith; thence easterly along the northerly boundary of those premises so conveyed to Peter Main and Joan S. Main 500 feet to a wooden post situated at the Northeast corner thereof; thence continuing on the same course, 1,286 feet and also along the northerly boundary of those premises conveyed to Chester A. Bartlett by Deed of even date, and to be recorded simultaneously herewith to a point situated on the easterly boundary of the Bartlett Road; thence southerly along the easterly boundary of the Bartlett Road 1,317 feet, more or less, to the Northeast corner of those premises conveyed to Brian W. Neal by Deed of even date, and to be recorded simultaneously herewith; thence southerly along the easterly boundary of the Bartlett Road which is also the easterly boundary of those premises so conveyed to the said Brian W. Neal 300 feet, more or less, to a point situated on the northerly boundary of the South Oakfield Road; thence easterly along the northerly boundary of the said South Oakfield Road to a point situated at the Southeast corner of those premises conveyed to Dannie F. Bartlett by Deed of even date, and to be recorded simultaneously herewith; thence northerly along the westerly boundary of those premises so conveyed to Dannie F. Bartlett 1,848 feet, more or less, to a point situated at the Northwest corner thereof; thence westerly 2,396 feet, more or less, along the southerly boundary of those premises conveyed to Peter Main, Joan S. Main, and Gloria I. Noyes by Deed of even date, and to be recorded simultaneously herewith, to the point of beginning.

Being part of Lots #111 and #112 according to the 1858 Burleigh and Coney plan of the Town of Oakfield, Maine.

And, being part, and part only, of the same premises conveyed to the Grantors by the Warranty Deed of Goldie B. Davis, et.al., dated February 13, 1989; and April 27, 1989, and to be recorded simultaneously herewith, at the Southern Aroostook County Registry of Deeds in Houlton, Maine; and being part, and part only, of the same premises conveyed to Kerry N. Bartlett by the Warranty Deed of Jeanne G. Carney dated March 17, 1990, and to be recorded simultaneously herewith, at said registry; and being part, and part

STRICK E. HUNT, P.A.
ATTORNEY AT LAW
R. O. BOX 150
FALLS, MAINE 04747

7071 463-2285
7071 463-2286

only, of the same premises conveyed to Kerry Bartlett by the Warranty Deed of Virgie Bartlett Malons, dated March 17, 1990, and to be recorded simultaneously herewith, at said registry.

This conveyance is a transfer to a person related to the Grantors by blood pursuant to the provisions of Title 30-A, Maine Revised Statutes Annotated, Section 4401(4)(D).

WITNESS our hands and seals this 4th day of May, 1991.

P. Hunt
WITNESS

Kerry M. Bartlett
Kerry M. Bartlett

P. Hunt
WITNESS

Dannie F. Bartlett
Dannie F. Bartlett

P. Hunt
WITNESS

Chester A. Bartlett
Chester A. Bartlett

Evan Ullrich Goff
WITNESS

Brian R. Bartlett
Brian R. Bartlett

P. Hunt
WITNESS

Joan S. Main
Joan S. Main

P. Hunt
WITNESS

Gloria I. Noyes
Gloria I. Noyes

STATE OF MAINE
AROOSTOOK, ss.

May 4, 1991

Personally appeared the above named Joan S. Main, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Patrick E. Hunt
Patrick E. Hunt
Attorney at Law

AROOSTOOK, ss. Received June 5, 1991 at 1h 17m P.M.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

CK E. HUNT, P.A.
ATTORNEY AT LAW
10 BOX 130
VALLE, MAINE 04747
4071 488-2285
4071 463-2226

111

111

AMENDED CORRECTIVE
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Peter and Joan Main
360 Winding Hill Road
Island Falls, Maine 04747

JOINING PARTIES

Fred and Sandra Murch
Joining as Tenants of
Peter and Joan Main

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street
Boston, MA 02111

PROPERTY:

See Corrective Memorandum of Lease
recorded at the Aroostook County Registry of Deeds
Southern District, Book 4839, Page 74

The purpose of this Memorandum (the "CMOL") is to supplement the CMOL by providing additional notice of record of a Second Amendment to Lease ("Second Amendment") by and between Lessors and Lessee, dated as of May 28, 2010. The Second Amendment addresses issues only between Lessors and Lessee and does not affect the interest of the Joining Parties, Fred and Sandra Murch.

The Second Amendment provides for the continuing use of a camp by Lessors and certain timber and sap harvesting rights.

Nothing contained in this Amended Corrective Memorandum of Lease is intended to or shall modify in any way the Lease as amended by the First and Second Amendments.

Dated this ____ day of June, 2010.

LESSORS:

Peter E Main

Peter Main

Joan Main

Joan Main

STATE OF MAINE
COUNTY OF Arroostook

June 30, 2010

Personally appeared the above-named Peter Main and Joan Main who acknowledged the foregoing instrument to be their free act and deed.

Stephen D. Nelson

Stephen D. Nelson

Notary Public/Attorney-at-law

STEPHEN D. NELSON
Notary Public, Maine
My Commission Expires September 13, 2016

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

CORRECTIVE
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Peter and Joan Main
360 Winding Hill Road
Island Falls, Maine 04747

JOINING PARTIES

Fred and Sandra Murch
Joining as Tenants of
Peter and Joan Main

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street
Boston, MA 02111

PROPERTY:

The Lessors are owners of the real property being more particularly shown or described on Exhibits B-1 and C-1 attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises which encompass all of the Property hereinafter referred to as the "Premises").

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

The Lessors also hereby grant to the Lessee the right to survey the Property and the Premises. Lessee has the right,

but not the obligation to survey the Property and the Premises.

DATE AND TERM OF LEASE: The Lease is dated January 16, 2008 and is for an initial term of twenty seven (27) years commencing on January 16, 2008.

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

RIGHTS UPON SALE: Should the Lessors, at any time during the term of the Lease, decide to sell all or any part of the Premises to a purchaser other than the Lessee, such sale shall be under and subject to the Lease and the Lessee's rights hereunder.

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

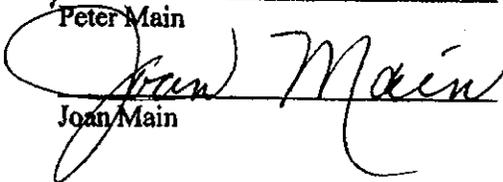
COUNTERPART: This Corrective Memorandum may be executed in one or more counterparts by some or all of the parties hereto, each of which counterpart shall be an original and all of which together shall constitute a single Corrective Memorandum.

CORRECTIVE NATURE: One purpose of this Corrective Memorandum of Lease ("Corrective Memorandum") is to amend that certain Memorandum of Lease ("MOL") between Lessors and Lessee, recorded on December 23, 2008 in Book 4658, Page 246 in the Southern Aroostook County Registry of Deeds and confirm and correct the legal description of the Property and Premises which is the subject of the Lease, as

amended by First Amendment to Land Lease Agreement of near or even date herewith. The Exhibits to this Corrective Memorandum (and the references to the Exhibits to this Corrective Memorandum contained herein) shall supplement the Exhibit A to the Lease with Exhibits B-1 and C-1 attached hereto, which depict and describe the Premises.

Another purpose of this Corrective Memorandum is to document of record the Joinder in the Lease and assent to all of the terms thereof by Fred and Sandra Murch tenants of a portion of the Premises under lease dated October 17, 1992, which relates to a camp and one acre parcel of land on which it rests. The intent of the Murches is to be bound by all of Lessors' obligations under the Lease to the extent of the Murch's interest in the Premises. The Murches have agreed in the First Amendment that, notwithstanding their joinder in the Lease, that the Lease may be further amended in writing by the Mains (as Lessors) and Lessee (without further joinder of the Murches), it being understood that any such amendment would not further affect the Murch's interest in the Premises.

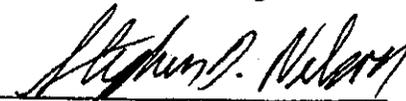
DATED at this 20th day of April, 2010.


Peter Main

Joan Main

STATE OF MAINE
COUNTY OF Androscoggin

6/30, 2010

Personally appeared the above-named Peter Main who acknowledged the foregoing instrument to be his free act and deed.


Notary Public/Attorney-at-Law


Fred Murch
Fred Murch

Sandra Murch
Sandra Murch

STATE OF MAINE
COUNTY OF Penobscot

April 20, 2010

Personally appeared the above-named Fred Murch who acknowledged the foregoing instrument to be his free act and deed.

Patricia A. Downing
Notary Public/Attorney-at-Law

 PATRICIA A. DOWNING
Notary Public • State of Maine
My Comm. Expires Aug. 09, 2011

EXHIBIT B-1

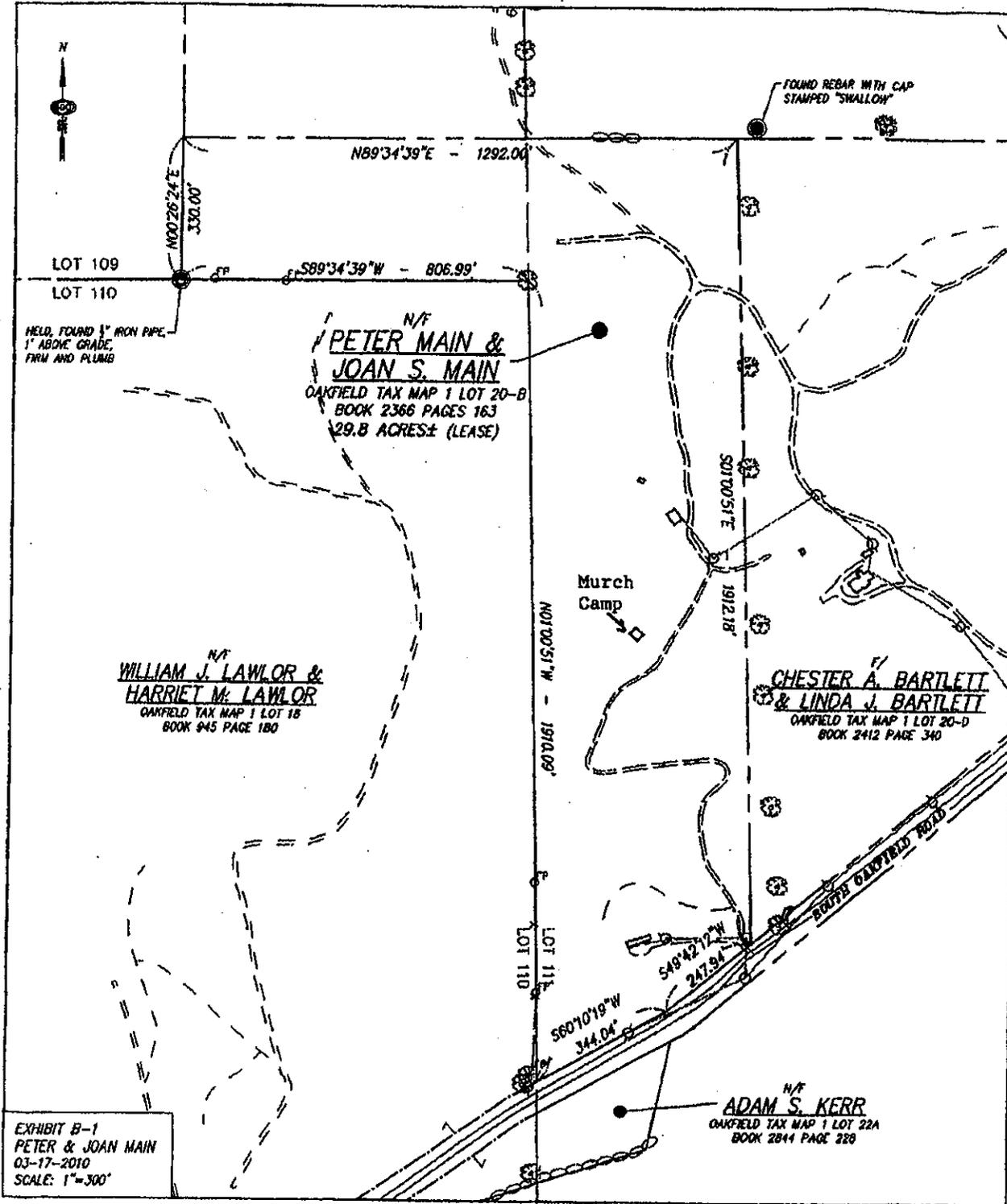


Exhibit C-1

A certain lot or parcel of land situated on the northwesterly side of South Oakfield Road, so called, in the town of Oakfield, County of Aroostook and the State of Maine, said lot being more particularly bounded and described as follows:

Beginning at a point on the division line between Lots 110 and 111 as depicted on the Lotting Plan of Oakfield entitled "Plan of the Survey and Allotment of Township No. 2 Range 3 W.E.L.S." as surveyed in 1858 by Burleigh and Cony and on the easterly bound of land now or formerly owned by William J. and Harriet M. Lawlor by deed dated May 28, 1965, recorded at the Southern Aroostook County Registry of Deeds (SACRD) in Book 945, Page 180;

Thence North $01^{\circ}00'51''$ West along the division line between said Lots 110 and 111 and the easterly bound of said land of Lawlor, a distance of 1910.09 feet to the corner of Lots 109 and 110 as shown on said Plan and the northeasterly corner of said land of Lawlor;

Thence South $89^{\circ}34'39''$ West by and along the division line between said Lots 109 and 110 and the northerly bound of said land of Lawlor, a distance of 806.99 feet to the southeasterly corner of land now or formerly of Harry J. and Melanie A. Thornley by deed dated March 10, 2001 and recorded at said SACRD in Book 3484, Page 300;

Thence North $00^{\circ}26'24''$ East by and along easterly bound of said land of Thornley, a distance of 330.00 feet to the southwesterly corner of land formerly of Michael J. and Martha L. Hersey by deed dated January 21, 2005 and recorded at said SACRD in Book 4078, Page 73

Thence North $89^{\circ}34'39''$ East by and along the southerly bound said land formerly of Hersey and land now or formerly of Kerry N. Bartlett by deeds recorded at the SACRD in Book 2366, Pages 159, 160 and 174, a distance of 1292.00 feet to the northwesterly corner of land formerly of Chester A. and Linda J. Bartlett by deed dated October 28, 1991 and recorded at said SACRD in Book 2412, Page 340, said point being southwesterly a distance of 51 feet, more or less, from a found iron rebar with cap stamped "SWALLOW";

Thence South $01^{\circ}00'51''$ East by and along the westerly bound of said land formerly of Chester and Linda Bartlett, a distance of 1912.18 feet to a point on the apparent northwesterly bound of South Oakfield Road, so-called, and the southwesterly corner of said land formerly of Chester and Linda Bartlett;

Thence South $49^{\circ}42'12''$ West by and along the apparent northwesterly bound of said Road, a distance of 247.94 feet to an angle point;

Thence South $60^{\circ}10'19''$ West by and along the apparent northwesterly bound of said Road, a distance of 344.04 feet to the point of beginning.

03/17/10

Meaning and intending to describe a certain lot or parcel of land containing 29.8 acres,
more or less.

Bearings and distances are based on Grid North, NAD 1983, UTM Zone 19.

03/17/10

Received
ARROSTOCK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Peter & Joan Main
Their successors and assigns
360 Winding Hill Rd.
Island Falls, ME 04747

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE: Lease shall be for an initial term of twenty seven (27) years and shall commence on January 16, 2008.

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

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

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

Exhibit A

Warranty Deed – Book 2366, Pages 163-164

BOOK 2366 PAGE 163

WARRANTY DEED

006863

KERRY N. BARTLETT, having a mailing address of RFD #1, Box 114A, Oakfield, County of Aroostook, and State of Maine; DANNIE F. BARTLETT, having a mailing address of P.O. Box 186, Oakfield, County of Aroostook, and State of Maine; CHESTER A. BARTLETT, having a mailing address of 733 Mammoth Road, Manchester, County of Hillsborough, and State of New Hampshire; BRIAN R. BARTLETT, having a mailing address of The Laton House, Room 21, Railroad Square, Nashua, County of Hillsborough, and State of New Hampshire; JOAN S. MAIN, having a mailing address of Box 25A, Hillsiding Road, Littleton, County of Aroostook, and State of Maine; and GLORIA I. NOYES, having a mailing address of P.O. Box 566, Patten, County of Penobscot, and State of Maine, for consideration paid, grant to PETER MAIN and JOAN S. MAIN, Husband and Wife, and both having a mailing address of Box 25A, Hillsiding Road, Littleton, County of Aroostook and State of Maine, as JOINT TENANTS, with WARRANTY COVENANTS:

May 1st 1991

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

Beginning at a point situated at the intersection of the Southwest corner of Lot #111 according to the 1858 Burleigh and Coney plan of said town and the northerly boundary of the South Oakfield Road; thence northerly along the westerly boundary of Lot #111 which is marked by a rock wall 2,541 feet, more or less, to a post situated at the Southeast corner of Lot #109 according to said plan; thence westerly along the southerly boundary of said Lot #109, 792 feet to a point; thence northerly at a right angle 330 feet to a point; thence easterly 792 feet, more or less, parallel with the southerly boundary of said Lot #109, to a post situated on the westerly boundary of said Lot #111; thence easterly 500 feet in a continuation of the same course and along a rock wall to a post; thence southerly 2,772 feet, more or less, in a direction parallel with the westerly boundary of said Lot #111 to a post situated on the northerly boundary of the said South Oakfield Road; thence westerly along the northerly boundary of the said South Oakfield Road 500 feet, more or less, to the point of beginning.

Being part of Lots #111 and #109 according to the 1858 Burleigh and Coney plan of the Town of Oakfield, Maine.

And, being part, and part only, of the same premises conveyed to the Grantors by the Warranty Deed of Galdie B. Davis, et.al., dated February 13, 1989; and April 27, 1989, and to be recorded simultaneously herewith, at the Southern Aroostook County Registry of Deeds in Houlton, Maine; and being part, and part only, of the same premises conveyed to Kerry N. Bartlett by the Warranty Deed of Jeanne G. Carnay, dated March 17, 1990, and to be recorded simultaneously herewith, at said registry; and being part, and part only, of the same premises conveyed to Kerry Bartlett by the Warranty Deed of Virgie Bartlett Malone, dated March 17, 1990, and to be recorded simultaneously herewith, at said registry.

This conveyance is a transfer to persons related to the Grantors by blood pursuant to the provisions of Title 30-A, Maine Revised Statutes Annotated, Section 4401(4)(D).

WITNESS our hands and seals this 4th day of May, 1991.

MATRICK E. HUNT, JR.
ATTORNEY AT LAW
110 1/2 W. 1ST
PO BOX 7433 BANGOR ME 04411
TEL 847-4654 FAX 847-4642

[Signature]
WITNESS

[Signature]
Kerry N. Bartlett

BOOK 2365 PAGE 164

[Signature]
WITNESS

[Signature]
Dennis F. Bartlett

[Signature]
WITNESS

[Signature]
Chester A. Bartlett

[Signature]
Eren Ulchi Goff
WITNESS

[Signature]
Brian R. Bartlett

[Signature]
WITNESS

[Signature]
Joan S. Main

[Signature]
WITNESS

[Signature]
Gloria J. Noyes

STATE OF MAINE
ARROSTOCK, ss.

May 4, 1991

Personally appeared the above named Kerry N. Bartlett, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

[Signature]
Patrick E. Hunt
Attorney at Law



ARROSTOCK, ss. Received June 5, 1991 at 1h 17m P.M.

Received
ARROSTOCK SS
PATRICIA F BROWN, REGISTER

WATSON E. HUNT, P.A.
ATTORNEY AT LAW
P.O. BOX 138
ARROSTOCK, MAINE 04917
TEL: 603-851-4100
FAX: 603-851-4101

1-20-C

(CORRECTIVE)
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Virgie M. Whitney (a.k.a. Virgie Whitney and erroneously referred to as Virgil M. Whitney in certain recorded documents)

Her successors and assigns
4870 MacCaughey Drive
North Port, FL 34287

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

PROPERTY:

The Lessors are owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

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

DATE AND TERM OF LEASE: The Lease shall be for an initial term of twenty seven (27) years and shall commence on March 31, 2008.

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

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

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

COUNTERPART: This Corrective Memorandum may be executed in one or more counterparts by some or all of the parties hereto, each of which counterpart shall be an original and all of which together shall constitute a single Corrective Memorandum.

CORRECTIVE NATURE: The sole purpose of this Corrective Memorandum of Lease ("Corrective Memorandum") is to amend that certain Memorandum of Lease ("MOL") between Lessor and Lessee, recorded on December 5, 2008 in Book 4653, Page 239 in the Southern Aroostook County Registry of Deeds and confirm the legal description of the Property which is the subject of the Lease, as amended by First Amendment

CORRECTED
EXHIBIT A
to Virgie M. Whitney Corrective Memorandum of Lease

Property

The parcel of land known as Town of Oakfield Tax Map 1, Lot 20-C and also more fully described in deeds recorded in the Aroostook County Registry of Deeds in Book 2486, Page 143 and Book 2511, Page 83, which deeds are incorporated herein by reference.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Virgie Whitney
Her/his successors and assigns
4870 MacCaughey Drive
North Port, FL 34287

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE: Lease shall be for an initial term of twenty seven (27) years and shall commence on the Effective Date of the lease.

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

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

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

DATED at North Port, FLORIDA this 31 day of MARCH, 2008.

Exhibit A

Warranty Deed – Book 2486, Pages 143-144

1-10-100

**STATE OF MAINE
ARROSTOOK, S.S.
REGISTRY OF DEEDS**

REGISTERED October 28, 1992
At 10:40 AM and Recorded in

Vol. 2511 Page 83
ATTEST *Carlynn C. Lewis*
Register

*Virgie M. Whitney
4018 Lisbon Place
Sarasota, FL 34231*

WARRANTY DEED
GEORGIA I. NOYES TO VIRGIE M. WHITNEY
PLEASE RETURN TO: Virgie M. Whitney 4018 Lisbon Place Sarasota, Florida 34231 PATRICK E HUNT, P. A. ATTORNEY AT LAW R. O. BOX 130 ISLAND FALLS, MAINE 04747 (207) 463-2285

BOOK 2486 PAGE 143
WARRANTY DEED

011479

GLORIA I. MOYSE, Widow, and having a mailing address of P.O. Box 546, Patten, County of Penobscot, and State of Maine, for consideration paid, grants to VIRGIL M. WHITNEY, Single, having a mailing address of 4018 Lisbon Place, Sarasota, County of Sarasota and State of Florida, with WARRANTY COVENANTS:

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

Beginning at a point situated at the Northwest corner of Lot #111 according to the 1858 Burleigh and Coney plan of said town; thence southerly along the westerly boundary of said Lot #111, 1,222 feet to a point; thence easterly 1,320 feet, more or less, in a direction parallel with the northerly boundary of said Lot #111, to a point situated on the easterly boundary of said Lot #111; thence continuing in the same course 462 feet, more or less, to a point situated on the westerly boundary of the Bartlett Road; thence northerly parallel with the westerly boundary of said Lot #111, and along the westerly boundary of the Bartlett Road 1,222 feet, more or less, to a point situated on the northerly boundary of Lot #112 according to the 1858 Burleigh and Coney plan of said town; thence westerly 462 feet along the northerly boundary of said Lot #112 to the Northwest corner of said Lot #112; thence westerly along the northerly boundary of said Lot #111, 1,320 feet, more or less, to the point of beginning.

EASEMENT

Together with, and appurtenant to, the above described parcel of real estate an easement, now established, 33 feet in width as known as the Bartlett Road, the centerline of which is described as follows, to wit:

Beginning at a point situated 16.5 feet easterly of those premises conveyed to Brian Neal by Deed of even date, and to be recorded simultaneously herewith; and the intersection of the northerly boundary of the South Oakfield Road; thence northerly in a direction parallel with the said Brian Neal's easterly boundary 3,730 feet, more or less, to a point situated on the northerly boundary of Lot #112 according to the 1858 Burleigh and Coney plan of said town. Said easement includes the right to install and maintain utility services.

Being part of Lots #111 and #112 according to the 1858 Burleigh and Coney plan of the Town of Oakfield, Maine.

And being the same premises conveyed to the Grantor by the Warrant Deed of Kerry N. Bartlett, et. al., dated May 4, 1991; and recort in Volume 2366, Page 165, at the Southern Aroostook County Register of Deeds in Houlton, Maine.

This conveyance is a transfer to a person related to the Grantor blood pursuant to the provisions of Title 30-A, Maine Revised Statutes Annotated, Section 4401(4)(D).

D-713192

BOOK 2456 PAGE 144

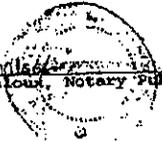
STATE OF MAINE
ARCOSTOOK, ss.

July 31st 1992

Personally appeared the above named Gloria I. Woyes, at
acknowledged the foregoing instrument to be her free act and deed

Before me,

Jean L. Chaloud
Jean L. Chaloud, Notary Public



ARCOSTOOK, ss. Received August 3, 1992 at 10h 40m A.M.

ARCOSTOOK, ss. Received October 28, 1992 at 10h 40m A.M.

Received
ARCOSTOOK, SS
PATRICIA F BROWN-REGISTER

SHORT FORM WARRANTY DEED

LINDA J. BARTLETT, an individual of Oakfield, Maine ("Grantor"), FOR CONSIDERATION PAID, grants to EVERGREEN WIND POWER II, LLC, a Delaware limited liability company, with a mailing address of c/o First Wind Energy, LLC, 85 Wells Avenue, Suite 305, Newton, MA 02459 ("Grantee"), with WARRANTY COVENANTS, certain real property, together with any improvements thereon, located at Oakfield, Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises").

WITNESS my hand and seal this 18th day of November, 2009.

WITNESSETH:

Stephen D. Nelson
Name: Stephen D. Nelson

Linda J. Bartlett
Linda J. Bartlett

State of Maine
County of Aroostook, ss

November 18, 2009

PERSONALLY APPEARED the above-named Linda J. Bartlett and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Stephen D. Nelson
Name: Stephen D. Nelson
Title: Maine Bar # 9316

**MAINE TRANSFER
TAX PAID**

Exhibit A

A certain parcel of land in the Town of Oakfield, Maine more particularly described, as follows (hereinafter, the "Historic Description"):

Beginning at a point situated at the intersection of the Southeast corner of Lot #111, according to the 1858 Burleigh and Coney plan of said town and the northerly boundary of the South Oakfield Road; thence westerly along the northerly boundary of said South Oakfield Road to a point situated at the said Southeast corner of those premises conveyed to Peter and Joan S. Main by Deed of even date, and to be recorded simultaneously herewith; thence northerly 2,772 feet along the easterly boundary of land of said Peter Main and Joan S. Main, to a wooden post situated at the Northeast corner thereof; thence easterly 1,286 feet, more or less, in a course which is a continuation of the northerly boundary of land of the said Peter Main and Joan S. Main to a point situated on the westerly boundary of the Bartlett Road; thence southerly 1,317 feet, more or less, along the westerly boundary of the said Bartlett Road to a point situated on the Northeast corner of those premises conveyed to Brian W. Neal by Deed of even date, and to be recorded simultaneously herewith; thence westerly 358 feet along the northerly boundary of land of the said Brian W. Neal to the Northwest corner thereof; thence southerly along the westerly boundary of land of the said Brian W. Neal to the point of beginning.

Being part of Lots #111 and #112 according to the 1858 Burleigh and Coney plan of the Town of Oakfield, Maine.

The Premises are also described as follows (the "Survey Description"):

A certain lot or parcel of land situated on the northwesterly side of South Oakfield Road, so called, in the town of Oakfield, County of Aroostook and the State of Maine, said lot being more particularly bounded and described as follows:

Beginning at a point on the northwesterly side of South Oakfield Road, so called, and the southwesterly corner of land now or formerly owned by Peter Main and Joan S. Main by deed dated May 4, 1991, recorded at the Aroostook County Southern Registry of Deeds in Book 2366, Page 163. Said point being 637.39 feet northeasterly along said South Oakfield Road, so called, from the southwesterly corner of Lot 111 as depicted on the 1858 Burleigh and Coney Plan of the Town of Oakfield;

Thence North $01^{\circ}00'51''$ West along the easterly line of said Main a distance of 1912.18 feet to a point on the southerly line of land now or formerly owned by Kerry N. Bartlett by deed dated May 4, 1991, recorded at the Aroostook County Southern Registry of Deeds in Book 2366, Page 174, said point being southwesterly a distance of 51 feet, more or less, from a found iron rebar with cap stamped "SWALLOW";

Thence North $89^{\circ}34'39''$ East along the southerly line of said land of Bartlett a distance of 1299.53 feet to a point;

Thence South $01^{\circ}00'51''$ East, running parallel with the first course described above, and

along said land of Kerry N. Bartlett, a distance of 538.15 feet to a point at the northeasterly corner of land now or formerly owned by Brian W. Collins (formerly Neal) by deed dated January 22, 1994, recorded at the Aroostook County Southern Registry of Deeds in Book 2666, Page 98;

Thence South $89^{\circ}23'20''$ West along the northerly line of said Collins a distance of 461.95 feet to the northeast corner of said land of Collins, also being a point on the division line between Lot 111 and Lot 112 as shown on said 1858 Plan of the Town of Oakfield, said point being easterly a distance of 0.90 feet, from a found iron rebar;

Thence South $01^{\circ}00'51''$ East along the westerly line of said Collins a distance of 678.78 feet to a point on the northwesterly side of said South Oakfield Road, so called, being 8.90 feet northeasterly from a found iron rebar with cap stamped "K. SWALLOW";

Thence South $49^{\circ}42'12''$ West along the South Oakfield Road a distance of 1082.02 feet to the point of beginning.

Meaning and intending to describe a certain lot or parcel of land containing 35.8 acres, more or less, and being shown of the Town of Oakfield Tax Maps as being Map 1, Lot 20-D in its entirety.

Bearings are based on Grid North, NAD 1983, UTM Zone 19.

No warranty of title shall extend to any discrepancy between the Historic Description and the Survey Description of the Premises contained herein.

Being the same premises conveyed to Chester A. Bartlett and Linda J. Bartlett as joint tenants by Warranty Deed of Chester A. Bartlett dated October 27, 1991 recorded at the Southern Aroostook County Registry of Deeds in Book 2412, Page 340, excepting, however, any rights to Bartlett Road conveyed in such deed, Grantor's rights therein having been extinguished by Private Road Extinguishment Agreement by and among Virgie M. Whitney, et al., dated as of November 6, 2009 recorded in said Registry of Deeds in Book 4771, Page 71. Chester A. Bartlett died September 11, 2007.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

(CORRECTIVE)
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Dannie F. Bartlett (a.k.a., Dannie Bartlett)
Betty Bartlett
Their successors and assigns
188 South Road
Oakfield, ME 04763

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

PROPERTY:

The Lessors are owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

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

the subject of the Lease, as amended by First Amendment to Land Lease Agreement of even date herewith. The exhibit to this Corrective Memorandum (and the references to the exhibit to this Corrective Memorandum contained herein) shall replace, correct and supersede the Exhibit A attached to the MOL, but shall otherwise leave the MOL in full force and effect, as amended by this Corrective Memorandum.

DATED this 5 day of March, 2010.

Dannie F. Bartlett
Dannie F. Bartlett

Betty Bartlett
Betty Bartlett

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

On this 5th day of March, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Dannie F. and Betty Bartlett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Debra Schillinger
Notary Public
Debra Schillinger
Comm Exp. 4-22-2015

CORRECTED

EXHIBIT A

To Dannie F. and Betty Bartlett Memorandum of Lease

Property

The parcel of land known as Town of Oakfield Tax Map 1, Lot 20-E and also described in a deed recorded in the Aroostook County Registry of Deeds in Book 4647, Page 185, which deed is incorporated herein by reference.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS
Dannie Baflett
his successors and assigns
188 South Rd.
Oakfield, ME 04763

LESSEE
Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on the [Effective Date of the lease].

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

DATED at Oakfield, Maine this
7th day of April, 2008.

Dannie Bartlett
Lessor Dannie Bartlett

STATE OF Mass)
COUNTY OF Procton) ss.:

On this 2nd day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Dannie Bartlett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Debra Schilling
Debra Schilling Notary Public
Comm Exp 4-2-2008

Exhibit A

Warranty Deed - Book 2366, Pages 172-173

*Bartlett
to
Bartlett*

**STATE OF MAINE
ARROSTOOK, S.S.
REGISTRY OF DEEDS**

RECORDED JUNE 5, 1991
At 11:17 AM and Registered in
Vol. 2366 Page 172
ATTEST *Carole A. Hill*
Registrar

*The Dennis J. Bartlett
P.O. Box 186
Oxford, Maine*

<p>WARRANTY DEED</p>	<p>KERRY N. BARTLETT, SR. AL. TO DANIE F. BARTLETT</p>		<p>PLEASE RETURN TO:</p> <p>Dennis F. Bartlett P.O. Box 186 Oxford, Maine 04763</p> <p>PATRICK E. HUNT, P.A. ATTORNEY AT LAW P.O. BOX 130 ISLAND FALLS, MAINE 04747 1807-483-2888</p>
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BOOK 2366 PAGE 172

006868

WARRANTY DEED

KERRY N. BARTLETT, having a mailing address of RFD #1, Box 114A, Oakfield, County of Aroostook, and State of Maine; DANNIE F. BARTLETT, having a mailing address of P.O. Box 186, Oakfield, County of Aroostook, and State of Maine; CHESTER A. BARTLETT, having a mailing address of 733 Mammoth Road, Manchester, County of Hillsborough, and State of New Hampshire; BRIAN R. BARTLETT, having a mailing address of The Laton House, Room 21, Railroad Square, Nashua, County of Hillsborough, and State of New Hampshire; JOAN S. MAIN, having a mailing address of Box 25A, Hillsiding Road, Littleton, County of Aroostook, and State of Maine; and GLORIA I. NOYES, having a mailing address of P.O. Box 546, Patten, County of Penobscot, and State of Maine, for consideration paid, grant to DANNIE F. BARTLETT, having a mailing address of P.O. Box 186, Oakfield, County of Aroostook, and State of Maine, with WARRANTY COVENANTS:

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

Beginning at a wooden post situated at the intersection of the northerly boundary of the South Oakfield Road; and the Southeast corner of Lot #112 according to the 1858 Burlaigh and Coney plan of said town; thence northerly 990 feet, more or less, along the easterly boundary of said Lot #112 to a point situated at the Southeast corner of those premises conveyed to Peter Main and Joan S. Main, by Deed of even date, and to be recorded simultaneously herewith; thence westerly 1,168 feet along the southerly boundary of those premises so conveyed to the said Peter Main and Joan S. Main to a point; thence southerly at a right angle 1,848 feet, more or less, to a point situated on the northerly boundary of the said South Oakfield Road; thence easterly along the northerly boundary of the said South Oakfield Road 1,168 feet, more or less, to the point of beginning.

Being part of Lot #112 according to the 1858 Burlaigh and Coney plan of the Town of Oakfield, Maine.

And, being part, and part only, of the same premises conveyed to the Grantors by the Warranty Deed of Goldie B. Davis, et.al., dated February 13, 1989; and April 27, 1989, and to be recorded simultaneously herewith, at the Southern Aroostook County Registry of Deeds in Houlton, Maine; and being part, and part only, of the same premises conveyed to Kerry N. Bartlett by the Warranty Deed of Jeanne G. Carney, dated March 17, 1990, and to be recorded simultaneously herewith, at said registry; and being part, and part only, of the same premises conveyed to Kerry Bartlett by the Warranty Deed of Virgie Bartlett Malone, dated March 17, 1990, and to be recorded simultaneously herewith, at said registry.

This conveyance is a transfer to a person related to the Grantors by blood pursuant to the provisions of Title 30-A, Maine Revised Statutes Annotated, Section 4401(4)(D).

P. Hunt
WITNESS

Chester A. Bartlett Jr.
Chester A. Bartlett

Evan Wilbur Goff
WITNESS

Brian R. Bartlett
Brian R. Bartlett

P. Hunt
WITNESS

Joan G. Main
Joan G. Main

P. Hunt
WITNESS

Gloria I. Noyes
Gloria I. Noyes

STATE OF MAINE
AROOSTOOK, ss.

May 4, 1991

Personally appeared the above named Kerry N. Bartlett, and
acknowledged the foregoing instrument to be his free act and deed.

Before me,

Patrick E. Hunt
Patrick E. Hunt
Attorney at Law



AROOSTOOK, ss. Received June 5, 1991 at 1h 17m P.M.

Received
AROOSTOOK SS
PATRICIA F BROWN REGISTER

MEMORANDUM OF LEASE
(CORRECTIVE)

PARTIES TO LEASE:

LESSORS

Joseph G. Varricchio and Mary Gaeta
597 Higgins Road
Pittsfield, ME 04967
Their successors and assigns

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

PREMISES:

That certain real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, , facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises.

DATE AND TERM OF LEASE:

The Lease is dated November 20, 2007 and shall be for an initial term of twenty seven (27) years commencing on November 20, 2007.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

ASSIGNMENT:

The Lease may be sold, assigned or transferred by Lessee without any approval or consent of Lessors.

NON-INTERFERENCE:

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

COUNTERPART:

This Corrective Memorandum may be executed in one or more counterparts by some or all of the parties hereto, each of which counterpart shall be an original and all of which together shall constitute a single Corrective Memorandum.

CORRECTIVE NATURE:

The sole purpose of this Corrective Memorandum of Lease ("Corrective Memorandum") is to amend that certain Memorandum of Lease ("MOL") between Lessor and Lessee, recorded on December 23, 2008 in Book 4658, Page 225 in the Southern Aroostook County Registry of Deeds and confirm the legal description of the Property which is the subject of the Lease, as amended by First Amendment to Land Lease Agreement of even date herewith. The exhibit to this Corrective Memorandum (and the references to the exhibit to this Corrective Memorandum contained herein) shall replace, correct and supersede the Exhibit A attached to the MOL, but shall otherwise leave the MOL in full force and effect, as amended by this Corrective Memorandum.

DATED this 13 day of November, 2009.

Joseph G. Varricchio
Joseph G. Varricchio

Mary Gaeta
Mary Gaeta

STATE OF MAINE)
 Somerset) ss.:
COUNTY OF ~~ARROSTOCK~~)

On this ^{13th} day of ~~October~~ November, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph G. Varricchio and Mary Gaeta, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Kathryn M. Taylor
Notary Public

KATHRYN M. TAYLOR
Notary Public • State of Maine
My Commission Expires November 26, 2014

Exhibit A

The Property

1. Deed recorded in Southern Aroostook County Registry of Deeds at Book 3431, Page 288 (a.k.a., Town of Oakfield Tax Map 1, Lot 10) and
2. Deed recorded in Southern Aroostook County Registry of Deeds at Book 3286, Page 78 (a.k.a., Town of Oakfield Tax Map 1, Lot 20-F).

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

PRELIMINARY MEMORANDUM OF LEASE

ed estate

PARTIES TO LEASE:

LESSORS

Joseph G. Varricchio and Mary Gaeta
597 Higgins Rd
Pittsfield, ME 04967
Their successors and assigns

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 303
Newton, MA 02459

105

going

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), hereby lease to the Lessee a portion of the Property, together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

At such time as the legal description for the Premises has been determined, the parties agree to execute an amendment to this Memorandum of Lease evidencing the legal description describing the Premises which shall be recorded in the official records of Aroostook County, Maine at Lessee's expense.

Ins
Expires:
310

TERM OF LEASE:

Lease shall be for an initial term of twenty-seven (27) years and shall commence on November 20th, 2007.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

Lessor agrees that Lessee shall have the exclusive right to convert all of the wind resources of the Property. Lessor's activities and any grant of rights Lessor makes to any third party, whether located on the Property or elsewhere, shall not, now or in the future, interfere in any way with Lessee's exercise of any rights granted under this Agreement. Lessor shall not interfere with the wind speed or wind direction over the Property by engaging in any activity on the Property that might cause a decrease in the output or efficiency of any WTG, including any WTGs located on land adjoining the Property. Lessor's rights to erect structures on the Property in compliance with all applicable laws and ordinances shall not be limited except as provided in this Agreement. Lessor must consult with and obtain Lessee's prior written approval as to the location of all structures measuring in height greater than one quarter of the WTG tower height, and within a radius of 20 rotor diameters from any WTG, whether located on or off the Property. Approval shall be based on whether, in Lessee's sole judgment, based upon appropriate professional engineering and meteorological opinions, the proposed structures at the proposed location are likely to interfere with wind speed or wind direction over any portion of the Property, cause a decrease in the output or efficiency of any WTG, or otherwise interfere with Lessee's operations on the Property.

STATE OF MAINE
COUNTY OF SOMERSET
this 23rd day of May
I, the undersigned, personally appeared before me on the day and date first above written, and that by my authority, and that by my authority of which the ir

DATED at Barnes Sawmill Brook, Pittsfield, Maine this 23rd day of May, 2008

(27) years

use for one

this Lease, purchaser subject to any sale by any party to the

we right to Lessor's any third here, shall h Lessee's ment. wind y on ut or ocated on to erect applicable s provided and obtain ion of all quarter of f 20 rotor or off the a Lessee's ofessional proposed) interfere ion of the cy of any rations on

Mary Gaeta
Mary Gaeta
Joseph Varricchio
Lessor Joseph Varricchio

STATE OF Maine)
COUNTY OF Somerset) ss.:

On this 3 day of May, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Varricchio and Mary Gaeta, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Robin Chase
ROBIN CHASE Notary Public
Notary Public - State of Maine
My Commission Expires November 28, 2011

day of

Exhibit A

Warranty Deed - Book 3286, Page 078-079

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MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Bliss E. Small Jr. and Paula J. Sperry
Their successors and assigns
78 Brown Rd.
Oakfield, ME 04763

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the right, but not the obligation to survey the

Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on July 7, 2008.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

DATED at Oakfield, Maine this 18th day of June, 2008.

Lessor

Bliss E. Small, Jr.
Bliss E. Small, Jr.
Paula J. Sperrey
Paula J. Sperrey

STATE OF Maine)
COUNTY OF Arroostook) ss.:

On this 8 day of June, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Bliss E. Small Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Melanie J. Hardy
Notary Public

MELANIE J. HARDY
NOTARY PUBLIC
STATE OF MAINE
My Commission Expires Nov. 3, 2013

STATE OF Maine)
COUNTY OF Arroostook) ss.:

On this 9 day of June, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Paula Sperrey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Beverly Erickson
Notary Public

BEVERLY L. ERICKSON
Notary Public, Maine
My Commission Expires February 18, 2012

Exhibit A

Corrective Release Deed – Book 4092, Pages 105-106

Bk 4092 P#105 #2339
03-07-2005 @ 11:30a

CORRECTIVE RELEASE DEED

BLISS E. SMALL, JR., Single, and having a mailing address of 78 Brown Road, Oakfield, County of Aroostook, and State of Maine 04763, for consideration paid, grants to BLISS E. SMALL, JR., Single, and PAULA J. SPERRY, Father and Daughter, and both having a mailing address of 78 Brown Road, Oakfield, County of Aroostook, and State of Maine 04763, as JOINT TENANTS:

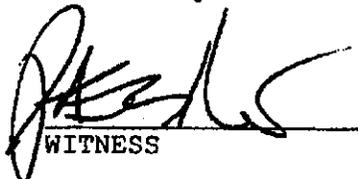
The land in Oakfield, County of Aroostook, and State of Maine, to wit:

Beginning at a wooden post situated at the intersection of the northerly boundary of the South Oakfield Road; and the Southeast corner of Lot #112 according to the 1858 Burleigh and Coney plan of said town; thence northerly 990 feet, more or less, along the easterly boundary of said Lot #112 to a point situated at the Southeast corner of those premises now or formerly of Peter Main and Joan S. Main; thence westerly 800 feet along the southerly boundary of those premises so conveyed to the said Peter Main and Joan S. Main to a point; thence southerly parallel with the east line of Lot #112, to the said South Oakfield Road; thence easterly along said road to the point of beginning.

Being part of Lot #112 according to the 1858 Burleigh and Coney plan of said town.

And, being the same premises conveyed to the Grantor by the Corrective Release Deed of Dannie F. Bartlett, dated March 5, 2005, and to be recorded simultaneously herewith, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

WITNESS my hand and seal this 5th day of March, 2005.


WITNESS


Bliss E. Small, Jr

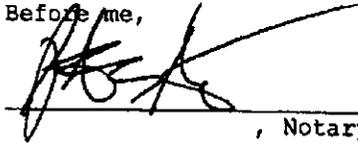
STATE OF MAINE
AROOSTOOK, ss.

March _____, 2005

BR 4092 PG 100 #2339

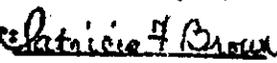
Personally appeared the above named Bliss E. Small, Jr., and acknowledged the foregoing instrument to be his free act and deed.

Before me,


_____, Notary Public

PATRICK E. HUNT
Notary Public, Maine
My Commission Expires June 28, 2011

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

RECEIVED AROOSTOOK, SS
ATTEST: 
REGISTER OF DEEDS

CORRECTIVE
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Vincent J. Franco
His successors and assigns
19 Deerfield Land
Bethany, CT 06524

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

PROPERTY:

The Lessor is owner of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, which encompasses all of the Property, as described and depicted further in the Lease and including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

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

DATE AND TERM OF LEASE: The Lease shall be for an initial term of twenty seven (27) years and shall commence on April 23, 2008.

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

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

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

COUNTERPART: This Corrective Memorandum may be executed in one or more counterparts by some or all of the parties hereto, each of which counterpart shall be an original and all of which together shall constitute a single Corrective Memorandum.

CORRECTIVE NATURE: The sole purpose of this Corrective Memorandum of Lease ("Corrective Memorandum") is to amend that certain Memorandum of Lease ("MOL") between Lessor and Lessee, recorded on December 23, 2008 in Book 4658, Page 231 in the Southern Aroostook County Registry of Deeds and confirm the legal description of the Property which is the subject of the Lease, as amended by First Amendment to Land Lease Agreement of even date herewith. The exhibit to this Corrective Memorandum (and the references to the exhibit to this Corrective Memorandum contained herein) shall replace, correct and

CORRECTED
EXHIBIT A
To Franco Memorandum of Lease

The Property

The property located in the Town of Oakfield, County of Aroostook, State of Maine known as Town of Oakfield Tax Map 1 Lot 22 and also more fully described in deeds dated August 24, 1971 and recorded in the Southern Aroostook County Registry of Deeds at Book 1090, Page 727, and dated October 10, 1979 and recorded in said Registry at Book 1448, Page 96, which deeds are incorporated herein by reference.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

1-22

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Vincent J. Franco
his successors and assigns
19 Deerfield Lane
Bethany, CT 06524

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on April 23, 2008.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

Exhibit A

Quitclaim Deed – Book 1448, Page 96-97

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Mary B. Gregor
Trustee of Meadows and Mountains Trust
its successors and assigns
1235 Estabrook Rd
Amity, ME 04471

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property in the Town of Oakfield in the County of Arceuthoc shown as Town of Oakfield tax map parcel 2 and Lot 1 and more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the right, but not the obligation to survey the

Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on the ~~1-Insert~~ Effective Date of the Lease 2-5-2009

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

01 12-2009 2 11:06:4

EXHIBIT A

WARRANTY DEED

JOHN D. DAVIS, of 1422 Five Forks Road, Clearville, Washington County, Pennsylvania 15535, and ROBERT L. HALL, of 125 Brick Church Road, Davidsonville, Anne Arundel County, Maryland 21035

for consideration paid

grant to MARY B. GREGOR, of 1235 Estabrook Road, Amity, Aroostook County, Maine 04471, TRUSTEE OF MEADOWS AND MOUNTAINS TRUST, with WARRANTY COVENANTS

Two certain lots or parcels of land, together with any improvements thereon, situated in the Town of Oakfield, Aroostook County, State of Maine, and being more particularly described as follows, to wit:

Town Lot Numbered One Hundred Thirteen (113) in said Town of Oakfield, being all and the same premises conveyed to Carl J. Kreitler, Jr., by Warranty Deed of Land/Vest Properties, Inc., dated September 12, 1973, and recorded in the Aroostook County Southern District Registry of Deeds in Book 1136, Page 781; and

Town Lot Numbered One Hundred Fourteen (114) in said Town of Oakfield, being all and the same premises conveyed to Carl J. Kreitler, Jr., by Land/Vest Properties, Inc. by Warranty Deed dated February 12, 1973, and recorded in the Aroostook County Southern District Registry of Deeds in Book 1121, Page 477.

Being the same premises conveyed to the grantors hereof by Warranty Deed of Walter C. Corsa dated August 21, 2006, and recorded in said Registry in Vol. 4328, Page 28.

WITNESS our hands and seals this 7th day of January 2009.

Signed, Sealed & Delivered in the Presence of

M. Just
Witness

John D. Davis
John D. Davis

M. Just
Witness

Robert L. Hall
Robert L. Hall

STATE OF MARYLAND
Anne Arundel, ss.

1-7, 2009

Personally appeared the above-named John D. Davis and Robert L. Hall and acknowledged the foregoing instrument to be ~~his~~ their free act and deed.

Before me, V. R. Remick

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

COLLECTION LINE EASEMENT AGREEMENT

THIS COLLECTION LINE 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 **EVERGREEN WIND POWER II, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Town of Oakfield, Aroostook County, Maine described in those deeds recorded in the Aroostook 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. **Collection Line and Telecommunication Easement.** Grantor grants to Grantee with quitclaim covenant, an irrevocable, exclusive easement in gross (the "**Collection Line and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Collection Line 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. "**Collection Line 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 Collection Line Facilities. The rights and privileges of the Collection Line 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 Collection Line 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 Collection Line 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 Collection Line 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 Collection Line 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 Collection Line 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 Collection Line 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 Collection Line 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 U.S.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 Collection Line 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: Evergreen Wind Power II, LLC
 c/o First Wind Energy, LLC
 179 Lincoln Street, Suite 500
 Boston, MA 02111

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

19. **Further Assurances.** 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 Collection Line 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 23rd 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 28, 2010

Personally appeared the above-named William Fletcher, _____ 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 [Signature]
Notary Public

Print Name of Notary: Rebecca Emerson

REBECCA EMERSON
Notary Public, Maine
My Commission Expires November 1, 2014

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, **EVERGREEN WIND POWER II, LLC**, has caused this instrument to be executed by its duly authorized representative this 8th day of October, 2010.

EVERGREEN WIND POWER II, LLC
By: Maine Wind Holdings, LLC
Its: Member

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

Commonwealth
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 Evergreen Wind Power II, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability companies.

Before me,

[Signature]
Notary Public

Print Name of Notary: _____

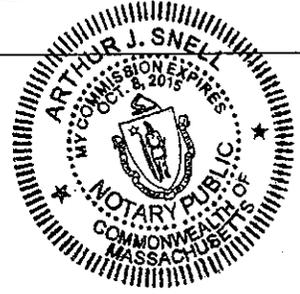
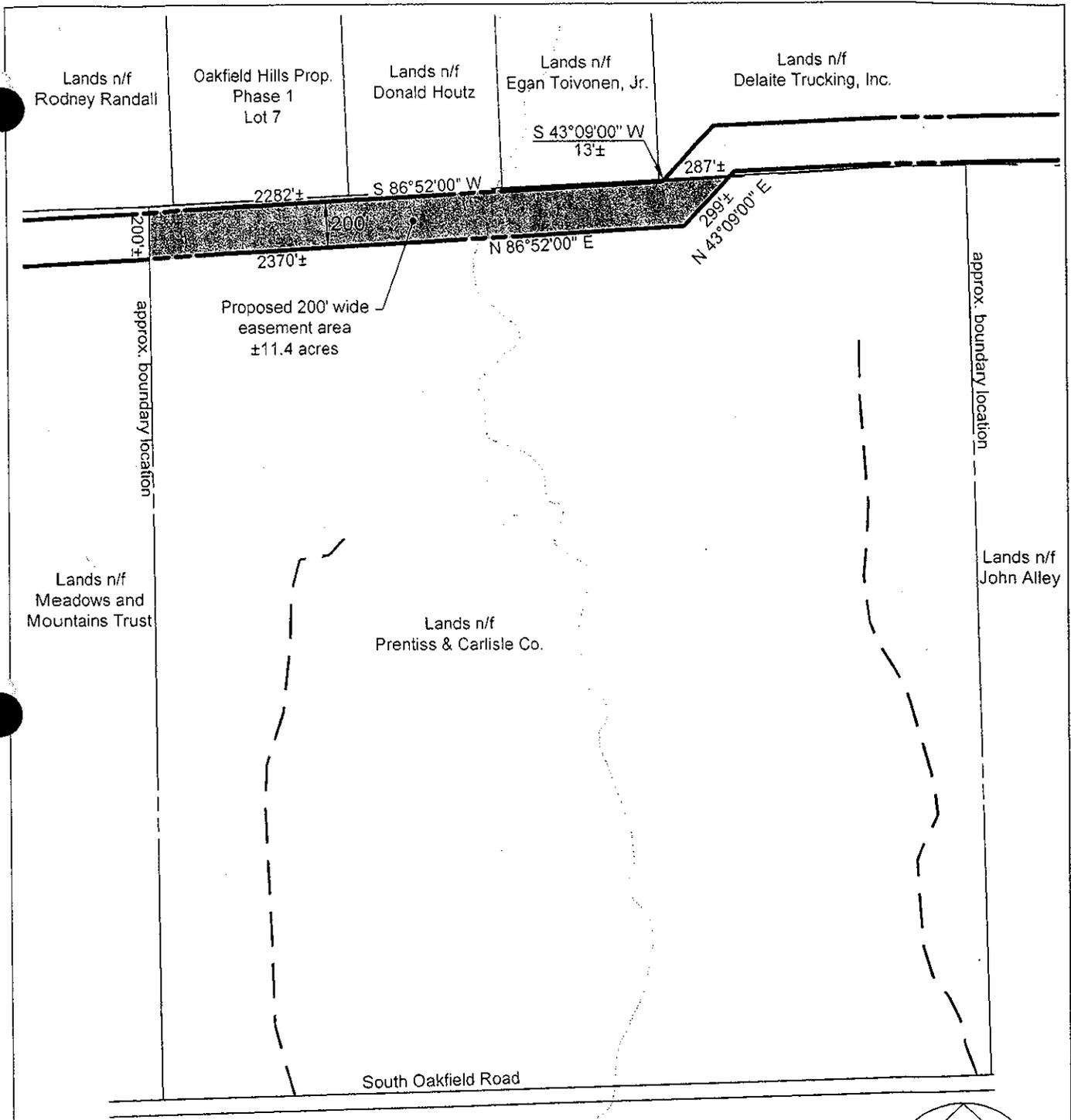


EXHIBIT A

**Attached to that certain Collection Line Easement Agreement
by and between Prentiss & Carlisle Company, Inc. and McCrillis Timberland, LLC,
as Grantor, and
Evergreen Wind Power II, LLC, a Delaware limited liability company, as Grantee**

1. Deed from Joseph D. Martin to Prentiss & Carlisle Company, Inc. and McCrillis Timberland, Inc. dated May 6, 1976 and recorded in Aroostook County Registry of Deeds, Southern District, in Book 1231, Page 258.
2. For reference see Certificate of Merger dated January 6, 1999 recorded in Book 3229, Page 206.



Notes:

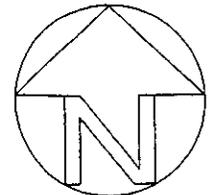
(1) Bearings are oriented to Grid North, UTM Zone 19, NAD 83.

(2) Approximate boundary line locations are based on municipal tax data.

09122.01
2/28/11

Exhibit B
Prentiss & Carlisle Co.
Tax Map 2 Lot 2
Town of Oakfield, Aroostook County, Maine

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



— — — — — Road designated for access easement

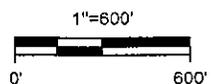


EXHIBIT B-1

Description of Easement Area

A certain lot or parcel of land situated in Oakfield, County of Aroostook, State of Maine, as depicted on Exhibit B attached herewith, and more particularly described as follows:

Beginning on the southerly line of a parcel of land now or formerly of Delaite Trucking, Inc. at the southwesterly corner of a 200 foot wide transmission line corridor easement through lands of said Delaite Trucking, Inc.;

thence through the lands of Prentiss and Carlisle, Co. South 43 degrees, 09 minutes, 04 seconds West a distance of 13 feet, more or less, to a point; thence through the lands of Prentiss and Carlisle, Co. South 86 degrees, 52 minutes, 00 seconds West a distance of 2282 feet, more or less, to a point at the northeasterly corner of a 200 foot wide transmission line corridor easement through lands of Meadows and Mountains Trust; thence along the easterly line of lands of said Meadows and Mountains Trust and the easterly end of said 200 foot wide transmission line corridor easement through lands of Meadows and Mountains Trust in a generally southerly direction a distance of 200 feet, more or less, to the southeasterly corner of said 200 foot wide transmission line corridor easement through lands of said Meadows and Mountains Trust; thence through the lands of Prentiss and Carlisle, Co. North 86 degrees, 52 minutes, 00 seconds East a distance of 2370 feet, more or less, to a point; thence through the lands of Prentiss and Carlisle, Co. North 43 degrees, 09 minutes, 04 seconds East a distance of 299 feet, more or less, to a point at the southeasterly corner of a 200 foot wide transmission line corridor easement through lands of said Delaite Trucking, Inc.; thence along the southerly line of said Delaite Trucking, Inc. and the southerly end of said 200 foot wide transmission line corridor easement through lands of said Delaite Trucking, Inc. in a generally westerly direction a distance of 287 feet, more or less, to the point of beginning, enclosing 11.4 acres, more or less.

Bearings referenced herein are oriented to Grid North, UTM Zone 19, NAD 83.

Being a portion of the property described in deed from Joseph D. Martin to Prentiss & Carlisle Company, Inc. and McCrillis Timberland, Inc. dated May 6, 1976 and recorded in Aroostook County Registry of Deeds, Southern District, in Book 1231, Page 258.

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
AROSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Prentiss & Carlisle Company, Inc. and
McCrillis Timberland, LLC
and their successors and assigns
with a place of business at
107 Court Street
Bangor, ME 04401

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

Lessor is the owner of that certain real property described in the Town of Oakfield in the County of Aroostook shown as tax map parcel 2, lot 3 and more particularly described in Exhibit A attached hereto (the "Property"). Lessor leases to the Lessee a portion of the Property together with the non-exclusive access right (over adjacent land of Lessor and/or over land in which Lessor has assignable rights) for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 5.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

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

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on Dec. 22nd, 2009.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

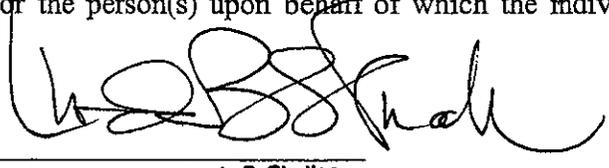
DATED at BANGOR, MAINE this
30TH day of NOVEMBER, 2009.

W. H. [Signature]
Lessor: Prentiss & Carlisle Co., Inc.

William M. [Signature]
Lessor: McCrillis Timberland, LLC

STATE OF Maine)
COUNTY OF Hancock) ss.:

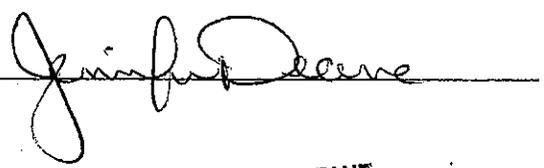
On this 16th day of Nov, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared William M.S. Fletcher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.



Notary Public Linda B. Stratton
Notary Public
My Commission Expires January 7 2016

STATE OF Maine)
COUNTY OF Penobscot) ss.:

On this 30 day of November, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared William Miller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.



JENNIFER M. DEANE
Notary Public • State of Maine
My Commission Expires January 27, 2013

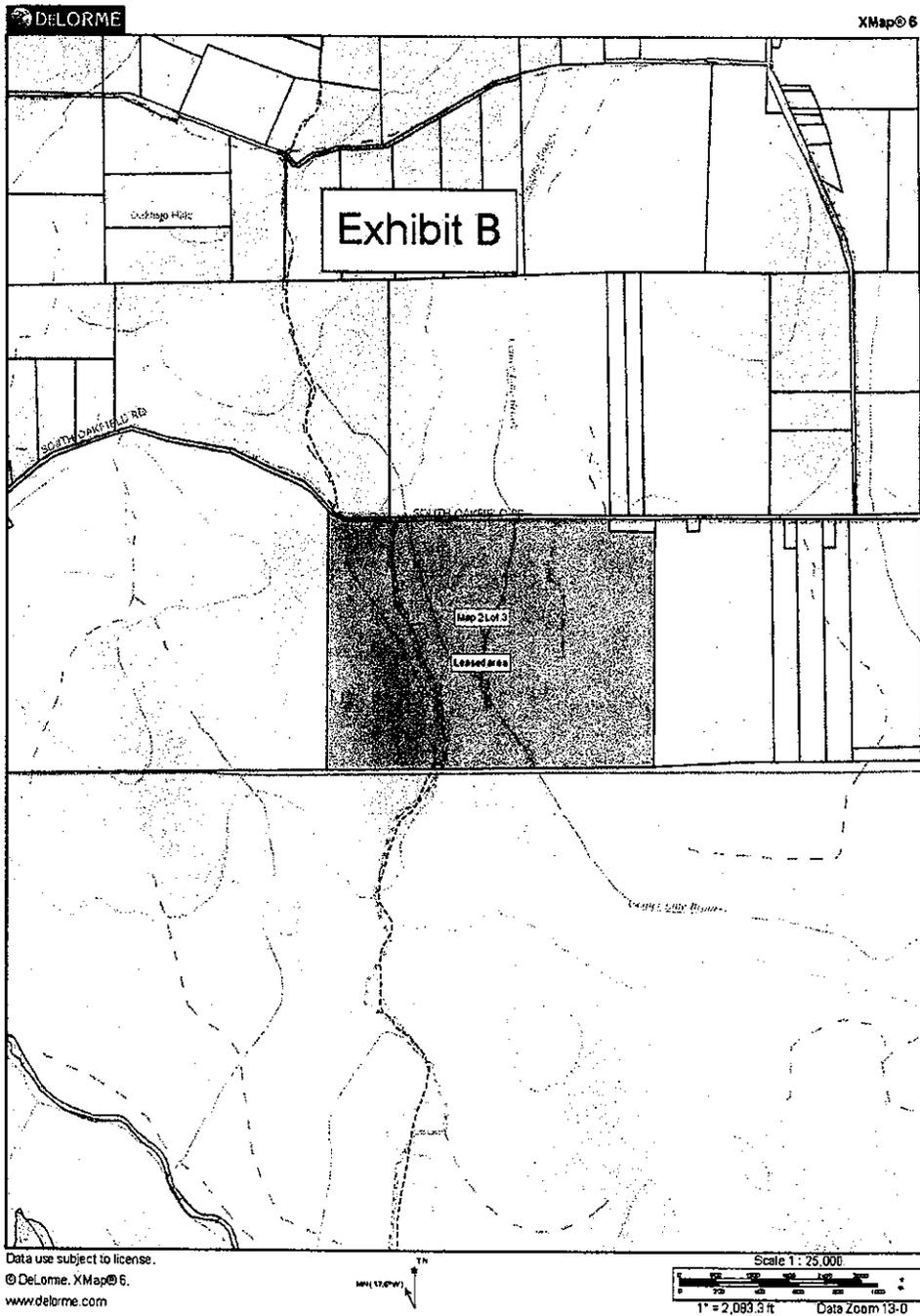
Received
ARROSTOCK SS
PATRICIA F BROWN, REGISTER

EXHIBIT A to Memorandum of Lease

Southern Aroostook County Registry of Deeds
A portion of Book 1231 Page 258

Town of Oakfield, Maine
Tax Map 2 Lot 3

EXHIBIT B to Memorandum of Lease



MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Mary B. Gregor, Trustee of Meadows & Mountains
Trust
1235 Estabrook Rd.
Amity, ME 04471
And Clifford Van Reed, Trustee of Van Reed
Pension Plan
Their successors and assigns
PO Box 1344
Douglas, MA 01516

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

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

TERM OF LEASE: Lease shall be for an initial term of twenty seven (27) years and shall commence on July 21, 2008.

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

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

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

DATED at Houlton, Maine this 2nd day of July, 2008.

Mary B. Gregor, Trustee
Lessor Mary B. Gregor, Trustee of
meadows & Mountains Trust

STATE OF Maine)
COUNTY OF Arroostook) ss.:

On this 2nd day of July, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary B. Gregor, Trustee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Forrest W. Barua
Attorney at Law ~~Notary Public~~
Forrest W. Barua

Lessor

STATE OF Massachusetts)
COUNTY OF Worcester) ss.:

On this 26 day of June, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Clifford Van Reed, Trustee personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Clifford Van Reed
Lessor
CLIFFORD VAN REED, Trustee of
Van Reed Pension Plan

Patricia A. Buma
Notary Public

Exhibit A

Warranty Deed – Book 1872, Page 306

Quitclaim Deed – Book 4515, Page 25, Exhibit A to Quitclaim Deed

Quitclaim Deed – Book 2414, Pages 21-22

Quitclaim Deed – Book 2826, Page 187

11-05-2007 01:14p

QUITCLAIM DEED

GEORGE H. WELLS, of Scarborough, County of Cumberland and State of Maine, ROBERT WELLS, of Lakeland, County of Poke and State of Florida, and THOMAS W. WELLS, of Old Orchard Beach, County of York and State of Maine

for consideration paid,

grant to MARY B. GREGOR of 1235 Estabrook Rd Amity, Aroostook County, Maine, 04471, Trustee of Meadows and Mountains Trust, and Van Reed Pension Plan, Clifford Van Reed Trustee, P. O. Box 1344, Douglas, Massachusetts 01516, created by declaration of trust dated October 28, 2003, affidavit of trust recorded in Worcester District Deeds office Commonwealth of Massachusetts, book 32087, page 382.

as Tenants in Common with QUITCLAIM COVENANTS, the following described real estate:

Certain pieces or parcels of real estate, being a part of Lots numbered One Hundred and Seventeen (117) and One Hundred and Eighteen (118) in the Town of Oakfield, County of Aroostook and State of Maine, being more particularly bounded and described as follows, to wit:

For a more complete description see Exhibit A (consisting of one page) attached hereto and incorporated by reference hereto.

MAINE TRANSFER TAX PAID

WITNESS our hands this / day of October 29, 2007.

Signatures of George H. Wells, Robert Wells, and Thomas W. Wells on lines.

STATE OF MAINE York, ss.

Nov. October 1, 2007

Personally appeared the above named Thomas W. Wells and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Signature of Notary Public

STEPHANIE DESJARDINS Notary Public Maine My Commission Expires June 17, 2011

, Notary Public

EXHIBIT "A"

Certain pieces or parcels of real estate, being a part of Lots One hundred and Seventeen (117) and One hundred and Eighteen (118) in the Town of Oakfield, County of Aroostook and State of Maine, being more particularly bounded and described as follows, to wit:

Town Lots No. 117 and 118.

Excepting and reserving from the above described premises, those premises conveyed to The County Auto Sales, Inc. by Quitclaim Deed of Thomas W. Wells et als, dated October 22, 1991 and recorded in the Southern Aroostook Registry of Deeds in Vol. 2414, Page 21.

Meaning and intending to convey a part and only a part of those premises conveyed to Thomas W. Wells et als, by Warranty Deed of H. J. Crabbe and Sons Ltd., dated February 17, 1986 and recorded in the Southern Aroostook Registry of Deeds in Vol. 1872, Page 306 and also being part and only part of those premises conveyed to George H. Wells et al, by Quitclaim Deed of Thomas G. Wells dated August 8, 1995 and recorded in the Southern Aroostook Registry of Deeds in Vol. 2826, Page 187.

TWA

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

BOOK 2414 PAGE 21

015798

QUITCLAIM DEED

THOMAS W. WELLS, of Houlton, County of Aroostook and State of Maine, THOMAS G. WELLS, of Portland, County of Cumberland and State of Maine, GEORGE H. WELLS, of Scarborough, County of Cumberland and State of Maine, and ROBERT WELLS, of Saco, County of York and State of Maine,

for consideration paid,

grant to THE COUNTY AUTO SALES, INC., a Maine corporation duly organized and existing and having a place of business at Houlton, County of Aroostook and State of Maine (Mailing Address: RFD #3, Box 180, Houlton, ME 04730), with QUITCLAIM COVENANTS, the following described real estate:

A certain piece or parcel of real estate on the north side of the Oakfield-Linneus Road, being a part of Lot numbered One Hundred Seventeen (117) in the Town of Oakfield, County of Aroostook and State of Maine, being more particularly bounded and described as follows, to wit:

Beginning at an iron rod on the north side of the Oakfield-Linneus Road at the southwest corner of Lot numbered One Hundred Seventeen (117), being the southwest corner of those premises conveyed to Thomas W. Wells et als by Warranty Deed of H. J. Crabbe and Sons Ltd. dated February 17, 1986 and recorded in the Southern Aroostook Registry of Deeds in Vol. 1872, Page 306; thence South 70° 25' 34.7" East along the north side of the Oakfield-Linneus Road a distance of 545.87' to an iron rod; thence North 18° 19' 7.3" East a distance of 3,997.81' to an iron rod on the north line of the Wells property; thence North 71° 46' 10.5" West along the north line of the Wells property to a wood post and an iron rod at the northwest corner of the Wells property, also being the northwest corner of Lot numbered One Hundred Seventeen (117); thence in a southerly direction along the west line of Lot numbered One Hundred Seventeen (117) to the point and place of beginning.

Meaning and intending to convey a part and only a part of those premises conveyed to Thomas W. Wells et als by Warranty Deed of H. J. Crabbe and Sons Ltd. dated February 17, 1986 and recorded in the Southern Aroostook Registry of Deeds in Vol. 1872, Page 306.

WITNESS our hands this 22nd day of Oct, 1991.

Ben Bell for TWW

Thomas W. Wells
Thomas W. Wells
Thomas G. Wells
Thomas G. Wells
George H. Wells
George H. Wells
Robert Wells
Robert Wells

THOMAS W. WELLS, P.A.
ATTORNEY AT LAW
HOULTON, MAINE 04730

BOOK 2414 PAGE 22

STATE OF MAINE
ARROSTOCK, ss.

12/22, 1991

Personally appeared the above named Thomas W. Wells and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Brian D. Bell
Brian D. Bell, Notary Public

Maine Real Estate Transfer Tax Paid

ARROSTOCK, ss. Received December 10, 1991 at 2h 11m P.M.

THOMAS W. WELLS PA
ATTORNEY AT LAW
WELLSVILLE MAINE 04776

BK2826PG 1B7

QUITCLAIM DEED

012246

THOMAS G. WELLS, of *Denville*, County of *Alameda* and State of Colorado,

for consideration paid,

grants to GEORGE H. WELLS, of Scarborough, County of Cumberland and State of Maine (Mailing Address: 185 Payne Road, Scarborough, ME 04074), and THOMAS W. WELLS, of Houlton, County of Arrostook and State of Maine (Mailing Address: 14 Weeks Street, Houlton, ME 04730), with QUITCLAIM COVENANTS, ~~WHEREAS~~ the following described real estate:

The following described real estate in Oakfield, County of Arrostook and State of Maine, to wit:

Town Lots No. 117 and 118.

Excepting and reserving those premises conveyed to The County Auto Sales, Inc. by Quitclaim Deed of Thomas W. Wells et als, dated October 22, 1991 and recorded in the Southern Arrostook Registry of Deeds in Vol. 2414, Page 21.

Meaning and intending to convey a part and only a part of those premises conveyed to Thomas W. Wells et als by Warranty Deed of H. J. Crabbe and Sons Ltd., dated February 17, 1985 and recorded in the Southern Arrostook Registry of Deeds in Vol. 1872, Page 306.

WITNESSE my hand this *3th* day of *August*, 1995.

Thomas G. Wells
Thomas G. Wells

STATE OF COLORADO

, ss.

, 1995

Personally appeared the above named Thomas G. Wells and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Carolyn K. Shank
Carolyn K. Shank, Notary Public

Maine Real Estate Transfer Tax Pa.



THOMAS W. WELLS, PA.
ATTORNEY AT LAW
REGISTERED MAIL BOX

RECEIVED ARROSTOOK, SS
95 SEP -7 PM 3:35

ATTEST: *Mary L. Bennett*
REGISTER OF DEEDS

BOOK 1872 PAGE 306 001758
WARRANTY DEED

H.J. CRABBE AND SONS LTD, A Corporation duly organized and existing under the laws of the Province of New Brunswick, Canada, and having its office and place of business in Bristol, in said Province,

for consideration paid, grants to

THOMAS H. WELLS, of Houlton, Maine, THOMAS O. WELLS, of Portland, Maine, GEORGE H. WELLS, of Portland, Maine, and ROBERT WELLS, of Saco, Maine, as Joint Tenants with Warranty Covenants, the following described real estate in Oakfield, County of Aroostook and State of Maine, to wit:

Town Lots No. 117 and 118

Meaning and intending hereby to convey a part and part only of the premises conveyed by Harold J. Crabbe and Deane R. Crabbe to H.J. Crabbe and Sons, Ltd. by Quitclaim Deed dated January 16, 1969 and recorded in the Southern Aroostook Registry of Deeds in Volume 1038, Page 465.

DATED this 17th day of February, 1986.

SIGNED, SEALED AND ACKNOWLEDGED IN THE PRESENCE OF

[Signature]

[Signature]
DEANE R. CRABBE, President
H.J. Crabbe and Sons, Ltd.

Province of New Brunswick 17th Day of February, 1986
County of Carleton

Then personally appeared the above named Deane R. Crabbe, President of H.J. Crabbe and Sons, Ltd., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me.

[Signature]
NOTARY PUBLIC
D. Gordon Hunter

Received March 12, 1986 at 2h 33m P.M.

Received
Aroostook's
Patricia F Brown Register

ASSIGNMENT

This Assignment is entered into as of the date set out below by and between **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 ("Assignor") and **EVERGREEN WIND POWER II, 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 Aroostook County, State of Maine, and more particularly described in the agreements recorded in the Aroostook 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, Maine GenLead, LLC, has caused this instrument to be executed by its duly authorized representative this 9th day of NOVEMBER, 2010.

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

By: EW
Name: Elizabeth Weir
Its: Assistant Secretary

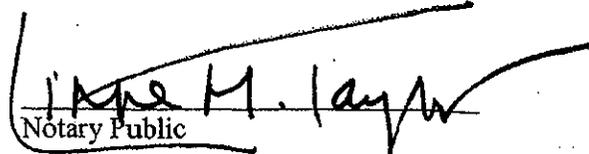
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

Nov. 9th 2010

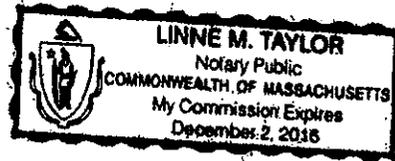
Personally appeared the above-named Elizabeth Weir,
Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC,
as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the
free act and deed of said limited liability companies.

Before me,


Notary Public

Print Name of Notary:

Linne M. Taylor



SIGNATURE OF ASSIGNEE:

IN WITNESS WHEREOF, Evergreen Wind Power II, LLC, has caused this instrument to be executed by its duly authorized representative this 9th day of November, 2010.

EVERGREEN WIND POWER II, LLC
By: Maine Wind Holdings, LLC
Its: Member

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

Nov. 9, 2010

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

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary:
Linne M. Taylor

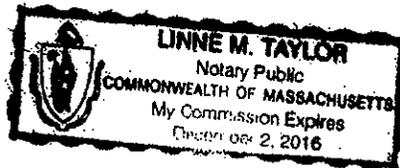


EXHIBIT A
to Assignment – Maine GenLead, LLC to Evergreen Wind Power II, LLC

1. Transmission Easement Agreement dated December 16, 2009 by and between Meadows and Mountains Trust and Van Reed Pension Plan, as tenants in common, and Maine GenLead, LLC, recorded on December 28, 2009, in Book 4783, Page 218.
2. Transmission Easement Agreement dated February 18, 2010 by and between Norman L. Grant, III, and Sharon A. Grant, husband and wife, as joint tenants, and Maine GenLead, LLC, recorded on February 26, 2010, in Book 4798, Page 246.
3. Transmission Easement Agreement dated April 2, 2010 by and between Andrew M. Seder and Scott R. Althouse and Maine GenLead, LLC, recorded on April 8, 2010, in Book 4809, Page 195.

The foregoing are transferred subject to all easements, covenants and matters of record affecting the foregoing interests.

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "Agreement") is by and between Meadows and Mountains Trust and Van Reed Pension Plan, as tenants in common, 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 Aroostook County, Maine 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

Van Reed Pension Plan
c/o Clifford Van Reed, Trustee
P.O. Box 1344
Douglas, Massachusetts 01516

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 MEADOWS AND MOUNTIANS TRUST, has executed or caused this instrument to be executed by its duly authorized representative this 5th day of Oct, 2009.

MEADOWS AND MOUNTIANS TRUST

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

STATE OF MAINE

COUNTY OF Androscoggin

§
§
§

October, 2009.

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

Before me,

Forrest W. Barnes
Notary Public
Attorney at Law

Print Name of Notary: Forrest W. Barnes

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, Clifford Van Reed, Trustee, signing on behalf of VAN REED PENSION PLAN, has executed or caused this instrument to be executed by its duly authorized representative this 10 day of Oct, 2009.

VAN REED PENSION PLAN

By: [Signature]
Clifford Van Reed, Trustee

STATE OF ~~MARNE~~ Mass

COUNTY OF Worcester

10-10, 2009.

Personally appeared the above-named Clifford Van Reed, Trustee, signing on behalf of VAN REED PENSION PLAN and acknowledged the foregoing instrument to be her free act and deed.

Before me,

[Signature]
Notary Public

Print Name of Notary: Linda Kuindersma



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 December, 2009.

MAINE GENLEAD, LLC

By: [Signature]
Name: Evelyn Lim
Its: Secretary

Commonwealth
STATE OF Massachusetts

§
§
§

COUNTY OF Suffolk

Dec 16th 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,

[Signature]
Notary Public

Print Name of Notary: Linda Marrone



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

EXHIBIT A

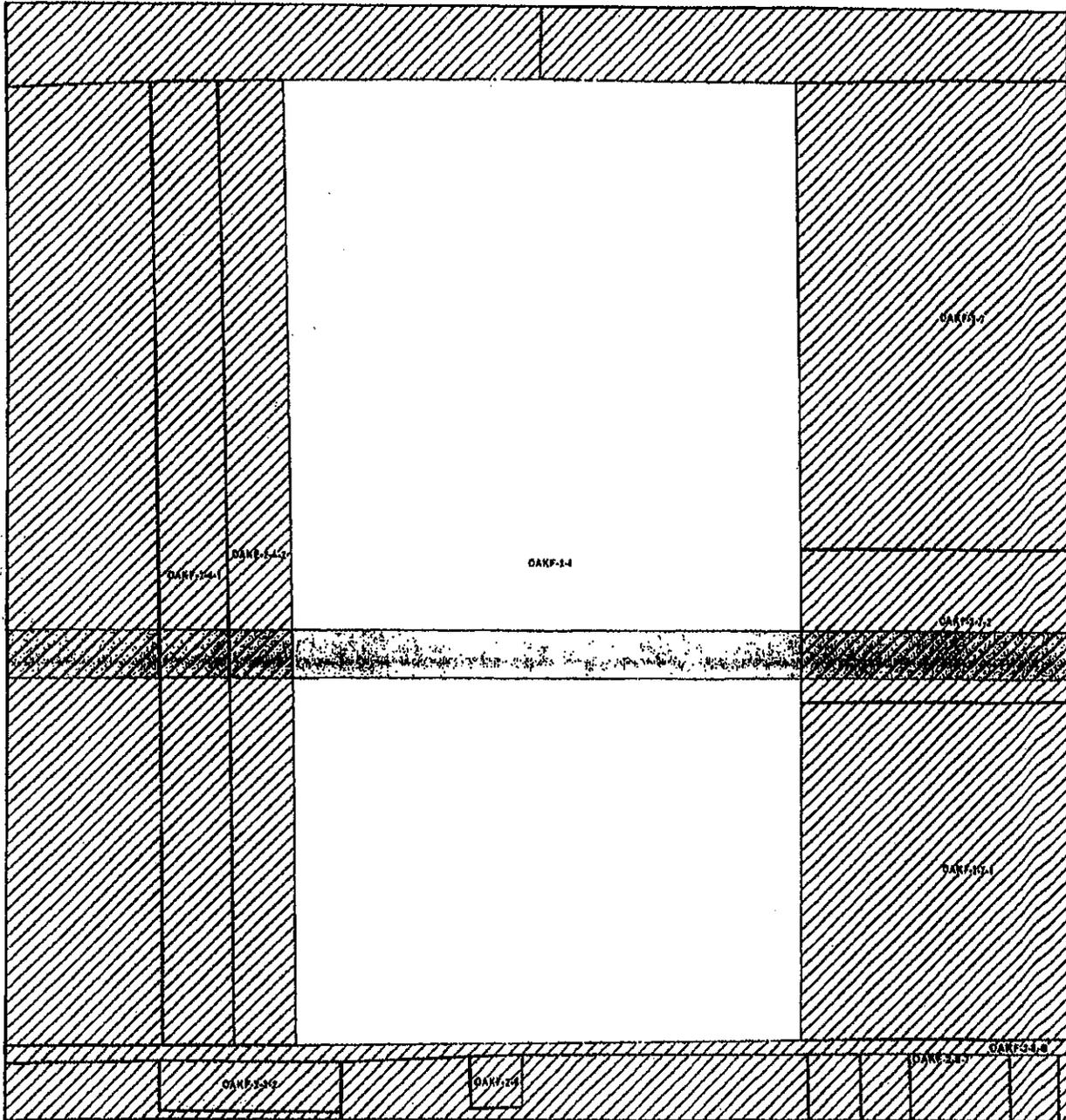
**Attached to that certain Transmission Easement Agreement
by and between Meadows and Mountains Trust
and Van Reed Pension Plan, as tenants in common, as Grantor, and
Maine Genlead, LLC, a Delaware limited liability company, Grantee**

Quitclaim Deed dated October 29, 2007, by and between George H. Wells, Robert Wells and Thomas W. Wells, and Mary B. Gregor of 1235 Estabrook Rd. Amity, Aroostook County, Maine, 04471, Trustee of Meadows and Mountains Trust, and Van Reed Pension Plan, Clifford Van Reed Trustee, P.O. Box 1344, Douglas, Massachusetts 01516, recorded in Book 4515, Page 25, at the Register of Deeds, Aroostook County, Maine.

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

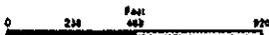
EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



Legend

- Parcel
- Easement Area Approx. 9.89 ac



Meadows and Mountains Trust - Mary B. Gregor, Trustee
Van Reed Pension Plan - Clifford Van Reed, Trustee
Aroostook County, Maine
OAKF-2-4

EXHIBIT C

Pre-existing Encumbrances

Received
Aroostook s s
Patricia F Brown Register

DAKF-2-4-LEASE/1

Ek 4458 P#181 #15139
12-23-2008 @ 02:19p

15

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

➤ Mary B. Gregor, Trustee of Meadows & Mountains
Trust
1235 Estabrook Rd.
Amity, ME 04471
➤ And Clifford Van Reed, Trustee of Van Reed
Pension Plan
Their successors and assigns
PO Box 1344
Douglas, MA 01516

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

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

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on July 21, 2008.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

DATED at Houlton, Maine this 2nd day of July, 2008.

Mary B. Gregor, Trustee
Lessor *Mary B. Gregor, Trustee of*
Meadows + Mountains Trust

STATE OF MAINE)
COUNTY OF ARROSTOCK) ss.:

On this 2nd day of July, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary B. Gregor, Trustee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by his signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Forrest W. Barner
Attorney at Law ^{Notary Public}
Forrest W. Barner

Lessor

STATE OF Massachusetts)
COUNTY OF Worcester) ss.:

On this 26 day of June, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Clifford Van Reed, Trustee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Clifford Van Reed
Lessor

Patricia A. Buma

Notary Public

CLIFFORD VAN REED, Trustee of Patricia A. Buma
Van Reed Pension Plan

Exhibit A

Warranty Deed -- Book 1872, Page 306

Quitclaim Deed -- Book 4515, Page 25, Exhibit A to Quitclaim Deed

Quitclaim Deed -- Book 2414, Pages 21-22 EXCEPTING

Quitclaim Deed -- Book 2826, Page 187

11-05-2007 @ 01:14p

QUITCLAIM DEED

GEORGE H. WELLS, of Scarborough, County of Cumberland and State of Maine, ROBERT WELLS, of Lakeland, County of Polk and State of Florida, and THOMAS W. WELLS, of Old Orchard Beach, County of York and State of Maine

for consideration paid,

grant to MARY B. GREGOR of 1235 Estabrook Rd Amity, Aroostook County, Maine, 04471, Trustee of Meadows and Mountains Trust, and Van Reed Pension Plan, Clifford Van Reed Trustee, P. O. Box 1344, Douglas, Massachusetts 01516, created by declaration of trust dated October 28, 2003, affidavit of trust recorded in Worcester District Deeds office Commonwealth of Massachusetts, book 32087, page 382.

as Tenants in Common with QUITCLAIM COVENANTS, the following described real estate:

Certain pieces or parcels of real estate, being a part of Lots numbered One Hundred and Seventeen (117) and One Hundred and Eighteen (118) in the Town of Oakfield, County of Aroostook and State of Maine, being more particularly bounded and described as follows, to wit:

For a more complete description see Exhibit A (consisting of one page) attached hereto and incorporated by reference hereto.

MAINE TRANSFER TAX PAID

WITNESS our hands this / day of October 27, 2007.

Signatures of George H. Wells, Robert Wells, and Thomas W. Wells on lines.

STATE OF MAINE York, ss.

NOV. October 1, 2007

Personally appeared the above named Thomas W. Wells and acknowledged the foregoing instrument to be his free act and deed.

Notary Public signature and name: STEPHANIE DESJARDINS, Notary Public Maine, My Commission Expires June 17, 2011

EXHIBIT "A"

Certain pieces or parcels of real estate, being a part of Lots One hundred and Seventeen (117) and One hundred and Eighteen (118) in the Town of Oakfield, County of Aroostook and State of Maine, being more particularly bounded and described as follows, to wit:

Town Lots No. 117 and 118.

Excepting and reserving from the above described premises, those premises conveyed to The County Auto Sales, Inc. by Quitclaim Deed of Thomas W. Wells et als, dated October 22, 1991 and recorded in the Southern Aroostook Registry of Deeds in Vol. 2414, Page 21.

Meaning and intending to convey a part and only a part of those premises conveyed to Thomas W. Wells et als, by Warranty Deed of H. J. Crabbe and Sons Ltd., dated February 17, 1986 and recorded in the Southern Aroostook Registry of Deeds in Vol. 1872, Page 306 and also being part and only part of those premises conveyed to George H. Wells et al, by Quitclaim Deed of Thomas G. Wells dated August 8, 1995 and recorded in the Southern Aroostook Registry of Deeds in Vol. 2826, Page 187.

Received
AROSTOOK SS
PATRICIA F BROWN-REGISTER

ASSIGNMENT

This Assignment is entered into as of the date set out below by and between **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 ("Assignor") and **EVERGREEN WIND POWER II, LLC**, with a mailing address of 179 Lincoln Street, Suite 500, Boston, MA 02111 ("Assignee").

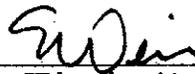
For One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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 Aroostook County, State of Maine, and more particularly described in the agreements recorded in the Aroostook 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, Maine GenLead, LLC, has caused this instrument to be executed by its duly authorized representative this 9th 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. 9th 2010

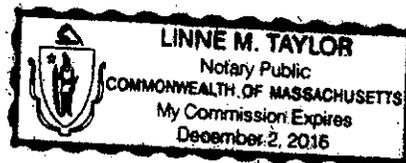
Personally appeared the above-named Elizabeth Weir,
Assistant Secretary of Maine Wind Holdings, LLC, Member of Maine GenLead, LLC,
as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the
free act and deed of said limited liability companies.

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary:

Linne M. Taylor



SIGNATURE OF ASSIGNEE:

IN WITNESS WHEREOF, Evergreen Wind Power II, LLC, has caused this instrument to be executed by its duly authorized representative this 9th day of November, 2010.

EVERGREEN WIND POWER II, LLC
By: Maine Wind Holdings, LLC
Its: Member

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

Nov. 9, 2010

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

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary:
Linne M. Taylor

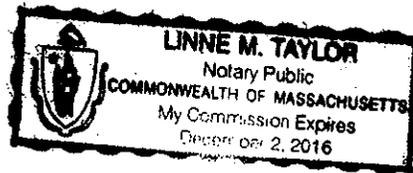


EXHIBIT A
to Assignment – Maine GenLead, LLC to Evergreen Wind Power II, LLC

1. Transmission Easement Agreement dated December 16, 2009 by and between Meadows and Mountains Trust and Van Reed Pension Plan, as tenants in common, and Maine GenLead, LLC, recorded on December 28, 2009, in Book 4783, Page 218.
2. Transmission Easement Agreement dated February 18, 2010 by and between Norman L. Grant, III, and Sharon A. Grant, husband and wife, as joint tenants, and Maine GenLead, LLC, recorded on February 26, 2010, in Book 4798, Page 246.
3. Transmission Easement Agreement dated April 2, 2010 by and between Andrew M. Seder and Scott R. Althouse and Maine GenLead, LLC, recorded on April 8, 2010, in Book 4809, Page 195.

The foregoing are transferred subject to all easements, covenants and matters of record affecting the foregoing interests.

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "Agreement") is by and between **Norman L. Grant, III and Sharon A. Grant**, husband and wife, as joint tenants, with a mailing address of P. O. Box 312, Island Falls, Maine 04747 ("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 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 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: Norman L. Grant, III and Sharon A. Grant
P. O. Box 312
Island Falls, ME 04747

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, NORMAN L. GRANT, III, has executed this instrument this 4th day of February, ~~2009~~ 2010

Norman L. Grant III
Norman L. Grant, III

STATE OF MAINE

§
§
§

COUNTY OF Arroostook

2-4, ~~2009~~ 2010

Personally appeared the above-named NORMAN L. GRANT, III and acknowledged the foregoing instrument to be his free act and deed.

Before me,

TARA L. WILLIAMS
Notary Public, Maine
My Commission Expires August 19, 2015

Tara L. Williams
Notary Public

Print Name of Notary: Tara L. Williams

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, SHARON A. GRANT, has executed this instrument this 4th day of Feb., ~~2009~~ 2010

Sharon A. Grant
Sharon A. Grant

STATE OF MAINE

§
§
§

COUNTY OF Arroostook

2-4, ~~2009~~ 2010

Personally appeared the above-named SHARON A. GRANT and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Tara L. Williams
Notary Public

Print Name of Notary: Tara L. Williams
Comm. Expires: 8/19/2015

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

Commonwealth
STATE OF Massachusetts

§
§
§

COUNTY OF SUFFOLK

2/18, ~~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,

[Signature]
Notary Public

Print Name of Notary: Linne M. Taylor

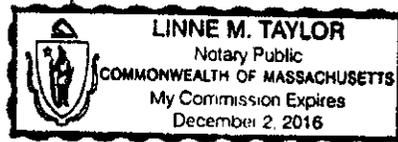


EXHIBIT A

List of Source Deeds or Attach Source Deed

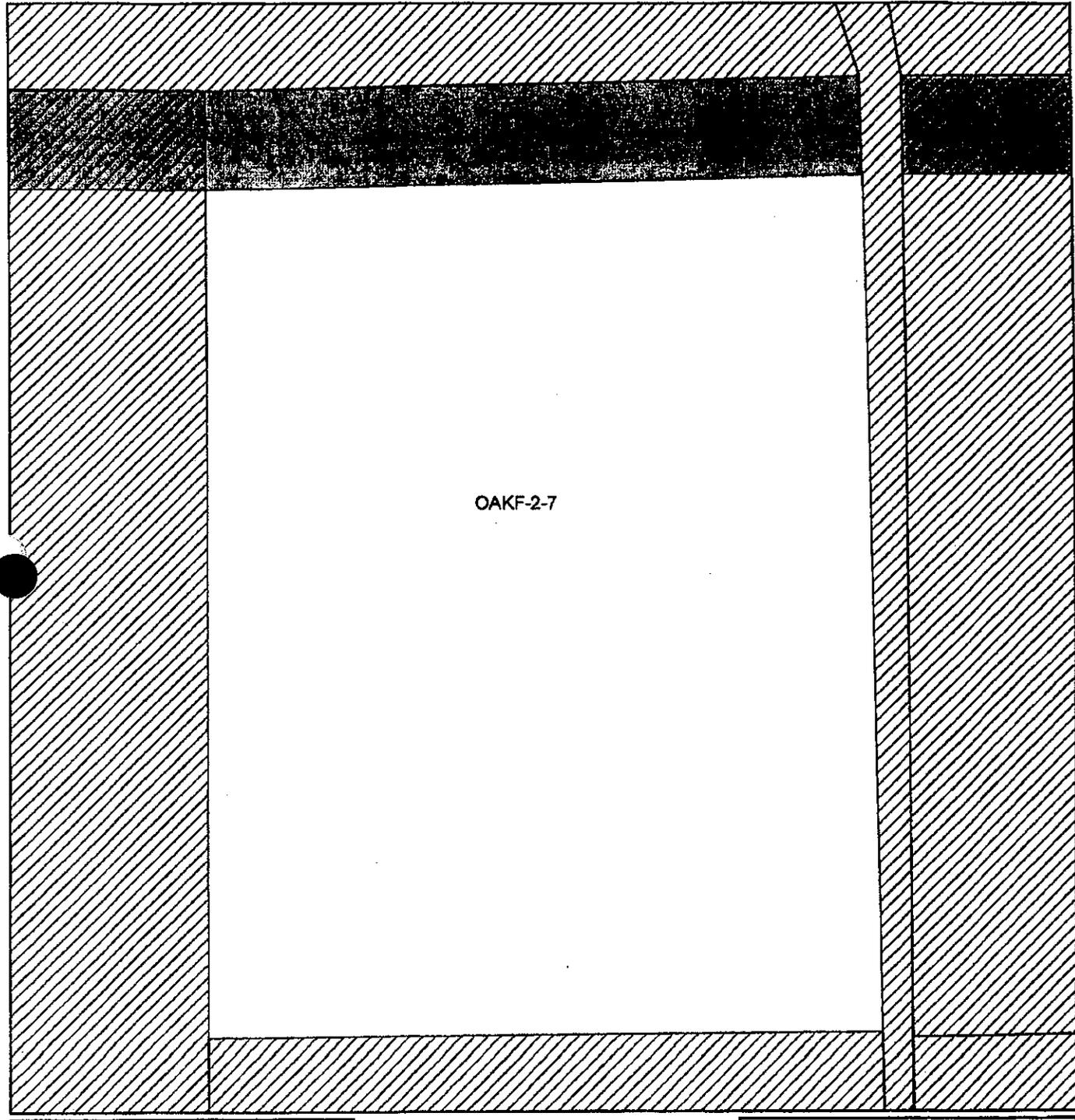
**Attached to that certain Transmission Easement Agreement
by and between Norman L. Grant, III and Sharon A. Grant, as joint tenants, as Grantor,
and Maine Genlead, LLC, a Delaware limited liability company, Grantee**

1. Warranty Deed dated December 19, 1994 by and between Norman L. Grant, Jr. and Norman L. Grant, III and Sharon A. Grant, husband and wife, with warranty covenants, as joint tenants, recorded on December 28, 1994 in Book 2754, Page 49, at Southern Aroostook County Registry of Deeds.
2. Warranty Deed dated May 23, 1985 by and between Robert W. Margison and Norman L. Grant, Jr. and Norman L. Grant, III, as joint tenants, with warranty covenants, recorded in Book 2754, Page 48, in Southern Aroostook 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



OAKF-2-7

Legend

- Parcel
- Easement Area Approx. 6.14 ac

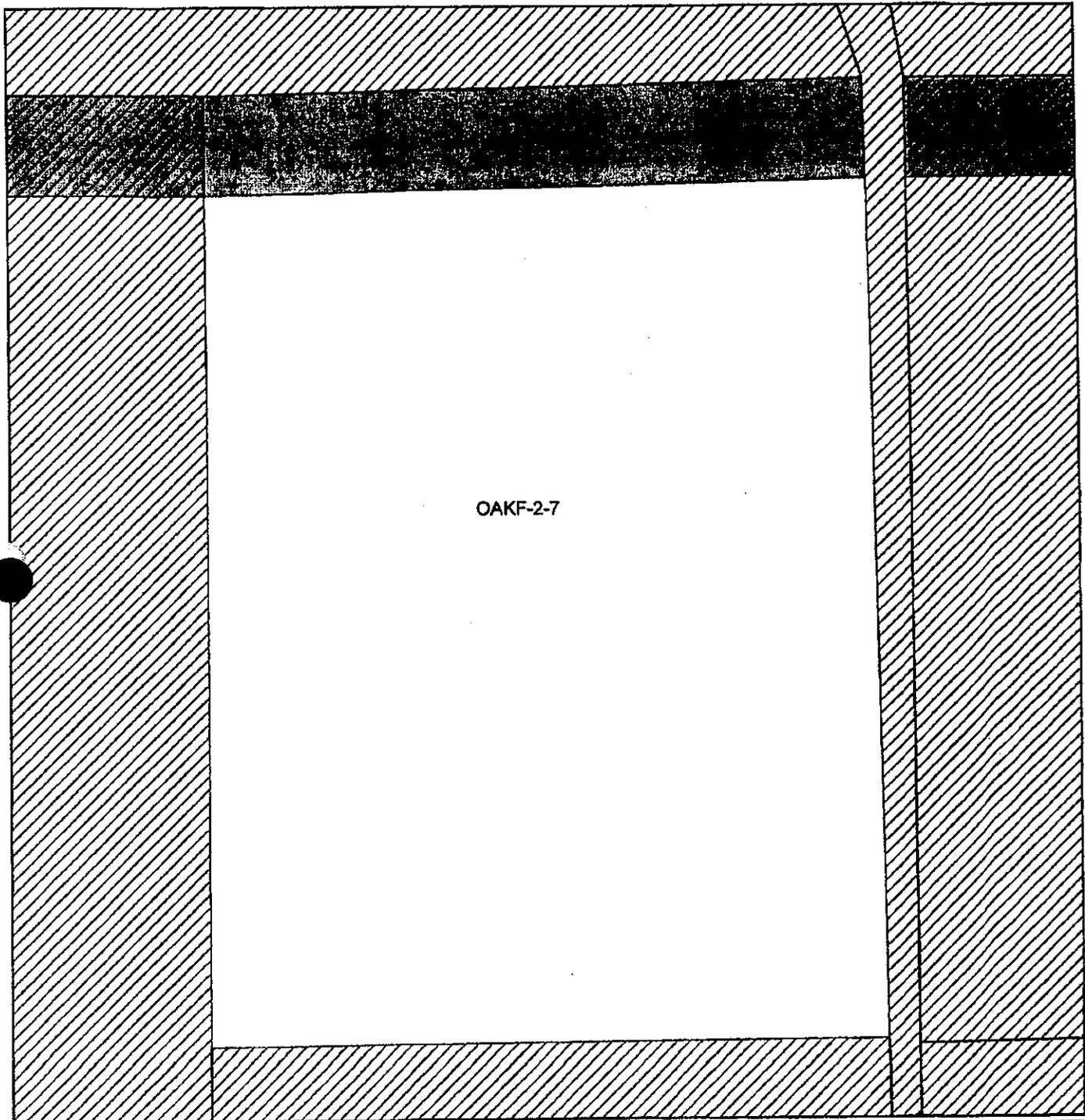


Norman L. and Sharon A. Grant, III

Aroostook County, Maine
OAKF-2-7

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



OAKF-2-7

Legend

Parcel

Easement Area Approx. 6.14 ac

0 100 200 400 Feet

Norman L. and Sharon A. Grant, III

Aroostook County, Maine

OAKF-2-7

EXHIBIT C

Pre-existing Encumbrances

Received
ARDSTOCK SS
PATRICIA F BROWN, REGISTER

ASSIGNMENT

This Assignment is entered into as of the date set out below by and between **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 ("Assignor") and **EVERGREEN WIND POWER II, 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 Aroostook County, State of Maine, and more particularly described in the agreements recorded in the Aroostook 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, Maine GenLead, LLC, has caused this instrument to be executed by its duly authorized representative this 9th 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

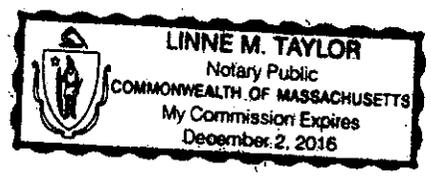
NOV. 9th 2010

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

Print Name of Notary:
Linne M. Taylor



SIGNATURE OF ASSIGNEE:

IN WITNESS WHEREOF, Evergreen Wind Power II, LLC, has caused this instrument to be executed by its duly authorized representative this 9th day of November, 2010.

EVERGREEN WIND POWER II, LLC
By: Maine Wind Holdings, LLC
Its: Member

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

Nov. 9, 2010

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

Before me,

Linne M. Taylor
Notary Public

Print Name of Notary:
Linne M. Taylor

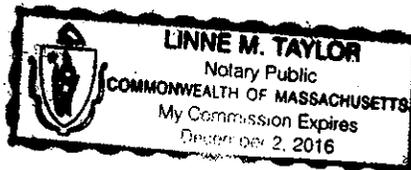


EXHIBIT A

to Assignment – Maine GenLead, LLC to Evergreen Wind Power II, LLC

1. Transmission Easement Agreement dated December 16, 2009 by and between Meadows and Mountains Trust and Van Reed Pension Plan, as tenants in common, and Maine GenLead, LLC, recorded on December 28, 2009, in Book 4783, Page 218.
2. Transmission Easement Agreement dated February 18, 2010 by and between Norman L. Grant, III, and Sharon A. Grant, husband and wife, as joint tenants, and Maine GenLead, LLC, recorded on February 26, 2010, in Book 4798, Page 246.
3. Transmission Easement Agreement dated April 2, 2010 by and between Andrew M. Seder and Scott R. Althouse and Maine GenLead, LLC, recorded on April 8, 2010, in Book 4809, Page 195.

The foregoing are transferred subject to all easements, covenants and matters of record affecting the foregoing interests.

TRANSMISSION EASEMENT AGREEMENT

THIS TRANSMISSION EASEMENT AGREEMENT (the "Agreement") is by and between **Andrew M. Seder**, an individual, with a mailing address of 60 Holland Street, Moultonborough, New Hampshire 03254 and **Scott R. Althouse**, an individual, with a mailing address of 111 Knoll Drive, Colledgeville, Pennsylvania 19426 ("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 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 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, provided that all cut down trees, shrubs, and debris are removed from the Land or chipped up so that there are no debris piles on the Easement Area or the Land.

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, provided that all cut down trees, shrubs, and debris are removed from the Land or chipped up so that there are no debris piles on the Easement Area or the Land. 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 written 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 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: Andrew M. Seder
60 Holland Street
Moultonborough, NH 03254

Scott R. Althouse
111 Knoll Drive
Collegeville, PA 19426

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.]

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

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, ANDREW M. SEDER, has executed this instrument this 22nd day of March, ~~2009~~ 2010

Andrew M. Seder
Andrew M. Seder

STATE OF NEW HAMPSHIRE

§
§
§

COUNTY OF CARROLL

March, ~~2009~~ 2010

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

Before me,

Alison Grace Kepple
Notary Public

ALISON GRACE KEPPLER, Notary Public
My Commission Expires October 3, 2012

Print Name of Notary: Alison Grace Kepple

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, SCOTT R. ALTHOUSE, has executed this instrument this 2nd day of MARCH, ~~2009~~ 2010

Scott R. Althouse
Scott R. Althouse

STATE OF PENNSYLVANIA

§
§
§

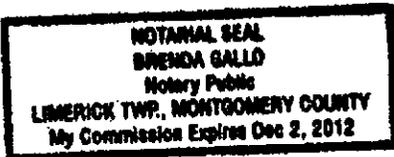
COUNTY OF Montgomery

3-2, ~~2009~~ 2010

Personally appeared the above-named SCOTT R. ALTHOUSE and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Brenda Gallo
Notary Public



Print Name of Notary: Brenda Gallo

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, ~~2009~~ 2010

MAINE GENLEAD, LLC

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

~~COMMONWEALTH~~
STATE OF Massachusetts
COUNTY OF Suffolk

§
§
§

April 2, 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,

[Signature]
Notary Public

Print Name of Notary: _____

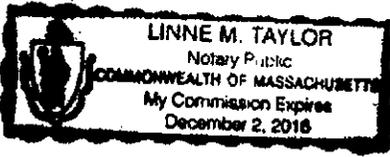


EXHIBIT A

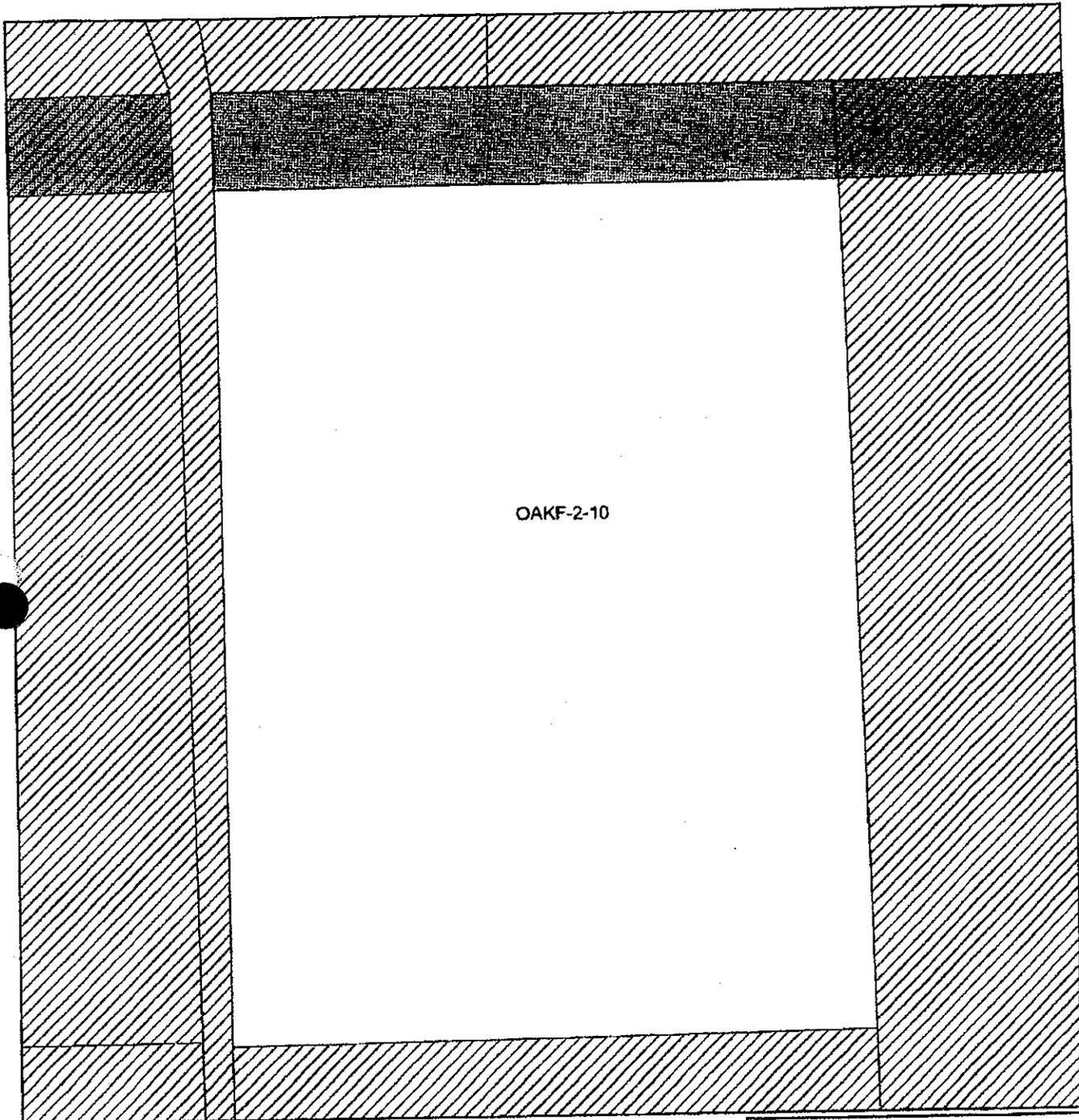
**Attached to that certain Transmission Easement Agreement
by and between Andrew M. Seder et al, as Grantor, and
Maine Genlead, LLC, a Delaware limited liability company, Grantee**

1. Release Deed dated April 28, 2006 by and between Lou O'Neil, and Andrew M. Seder and Scott R. Althouse, recorded May 15, 2006, in Book 4278, Page 50, at the Register of Deeds, Aroostook County, Maine.
2. Warranty Deed dated May 28, 2004 by and between William F. Alderson and Andrew M. Seder, Lou O'Neil and Scott R. Althouse, recorded May 28, 2004, in Book 3973, Page 95, 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



OAKF-2-10

Legend

	Parcel
	Easement Area Approx. 5.85 ac



Andrew M. Seder, Et Al
Aroostook County, Maine
OAKF-2-10

EXHIBIT C

Pre-existing Encumbrances

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Ann Bogusława Jarosz and Andrew F. Jarosz
their successors and assigns
20 Cross Street
Rehoboth, MA 02769

LESSEE

Evergreen Windpower II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

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

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

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

aly

TERM OF LEASE:

Lease shall be for an initial term of twenty five (25) years and shall commence on the Effective Date of the lease of August 17, 2009.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

aj

DATED at _____ this
7th day of AUGUST, 2009.

Ann Boguslawski Svorosz & Andrew F. Svorosz
Lessor Andrew F. Svorosz

STATE OF MAINE)
COUNTY OF AROOSTOOK) ss.:

On this 7th day of August, ~~2008~~ 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Ann Boguslawski Svorosz & Andrew F. Svorosz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Forrest W. Barnes
Notary Public

**FORREST W. BARNES
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 2, 2013**

only

QUITCLAIM DEED

ANDREW F. JAROSZ, of 20 Cross Street, Rehoboth,
Massachusetts 02769

for consideration paid

grants to ANDREW F. JAROSZ and ANN BOGUSLAWA JAROSZ, husband
and wife, both of 20 Cross Street, Rehoboth, Massachusetts
02769, with QUITCLAIM COVENANT, as JOINT TENANTS

A certain piece or parcel of land situated in the Town
of Oakfield, County of Aroostook and State of Maine,
described in Schedule A attached hereto as a part whereof.

Being the same premises conveyed to the grantor hereof
by Herbert C. Haynes, Inc. by deed dated January 6, 2005,
and recorded in the Southern Aroostook Registry of Deeds in
Vol. 4079, Page 89.

This deed is given to correct a scrivener's error in
prior deed dated July 28, 2009, and recorded in said
Registry in Vol. 4734, Page 28.

WITNESS my hand and seal this 7th day of August, 2009.

Signed, Sealed & Delivered
in the Presence of

Forrest W. Barner Andrew F. Jarosz
Witness Andrew F. Jarosz

STATE OF MAINE
AROOSTOOK, ss.

August 7, 2009

Personally appeared the above-named Andrew F. Jarosz
and acknowledged the foregoing instrument to be his free act
and deed.

Before me, Forrest W. Barner
Notary Public/Attorney at Law

Forrest W. Barner
(Print Name)

SCHEDULE A

A certain lot or parcel of land, situated on the generally northerly side of the South Road, so-called, in the Town of Oakfield, County of Aroostook, State of Maine, bounded and described as follows:

Beginning at an iron rod set at the southwesterly corner of land now or formerly owned by Gary Martin as described in a deed dated August 1, 1988, and recorded in Book 2113, Page 216 of the Aroostook County Registry of Deeds, Southern District;

Thence N 19° E, by and along the westerly bound of said Martin, a distance of three thousand nine hundred ninety-five and eight-tenths (3,995.8) feet, more or less, to an iron rod set on the southerly bound of land now or formerly of Great Northern Paper Company and at the northwesterly corner of said Martin;

Thence N 72° 45' 11" W, by and along said land now or formerly of Great Northern Paper Company, a distance of two thousand one hundred eight (2,108) feet, more or less, to an iron rod set at the northwesterly corner of Lot 121 according to the plan of Oakfield;

Thence S 17° 19' 27" W, by and along the westerly bound of said Lot 121, land now or formerly of Harry King and land now or formerly of Norma Wright, a distance of three thousand nine hundred thirty-two and ninety-nine hundredths (3,932.99) feet, more or less, to a wooden post set at the southwesterly corner of said Lot 121 and on or near the northerly bound of said South Road;

Thence S 71° E, by and along the northerly bound of said South Road, a distance of one thousand nine hundred ninety-two (1,992) feet, more or less, to the point of beginning.

The above-described lot contains one hundred eighty-six and five-tenths (186.5) acres, more or less.

Also conveying Herbert C. Haynes, Inc.'s right, title and interest, if any, between the southerly bound of the above-described lot and the centerline of the South Road. Subject, however, to the rights of the public to use said South Road.

Meaning and intending to convey a portion of the premises described in the deed from the Inhabitants of the Town of Oakfield to H. C. Haynes, Inc. dated December 29, 1986, and recorded in Book 1954, Page 258, of the Aroostook County Registry of Deeds, Southern District.

This conveyance is subject to all conditions, restrictions, reservations and easements of record.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

COLLECTION LINE EASEMENT AGREEMENT

THIS COLLECTION LINE EASEMENT AGREEMENT (the "Agreement") is by and between **Gary Martin**, an individual, with a mailing address of 21 Dogwood Drive, Shapleigh, Maine 04076 ("**Grantor**") and **Evergreen Wind Power II, LLC**, a Delaware limited liability company, with a mailing address c/o First Wind Energy LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("**Grantee**"). Grantor and Grantee are each sometimes referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of real property (the "**Land**") located in the Township 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 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. **Collection Line and Telecommunication Easement**. Grantor grants to Grantee with warranty covenants, an irrevocable, exclusive easement (the "**Collection Line and Telecommunication Easement**") for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Collection Line 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**"). "**Collection Line 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 Collection Line Facilities. The rights and privileges of the Collection Line 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 approved by 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. 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 first obtain the approval of the

road location from 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 Collection Line Facilities and Telecommunication Facilities to be constructed on the Easement Area; (2) to store material and equipment during construction of the Guy Facilities and during construction of the Collection Line Facilities and Telecommunication Facilities; and (3) to construct and install the Collection Line Facilities and Telecommunication Facilities to be constructed on the Easement Area. The Construction Easement shall terminate upon completion of construction of the Guy Facilities and the Collection Line Facilities and Telecommunication Facilities, and Grantee shall promptly take such actions as are necessary to restore the condition of those portions of the Land, other than the Easement Area, as have been impacted by such storage and construction activities (other than road work which is governed by Section 2 above) to a condition similar to that which existed prior to such construction activities. Grantor acknowledges that if Grantee commences construction of the Collection Line Facilities and Telecommunication Facilities, but fails to complete construction or ceases operations of such Facilities, Grantee's obligations with respect to such Facilities are governed by the permits associated with Grantee's operation of such 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. **Location 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 may not relocate or reroute the location and route of the Easement Area from that depicted on Exhibit B without the prior written consent of Grantor; however, Grantee may reduce the Easement Area 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. 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 Collection Line 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 Collection Line 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 any or all of the rights, privileges and easements herein conveyed 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.

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: Gary Martin
P. O. Box 30
Shapleigh, Maine 04076

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

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

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

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

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

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

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

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

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

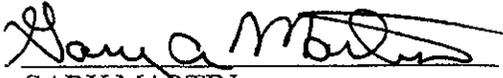
26. **Effective Date.** The "Effective Date" shall be the date on which Grantee records this Agreement in the Registry of Deeds.

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

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

SIGNATURE OF GRANTOR:

IN WITNESS WHEREOF, **GARY MARTIN**, has executed this instrument this
15th day of July, 2010.


GARY MARTIN

STATE OF MAINE

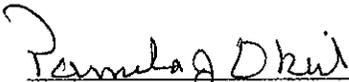
§
§
§

COUNTY OF York

July 15, 2010

Personally appeared the above-named Gary Martin and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,


Notary Public

Print Name of Notary: Pamela J. O'Neil
Notary Public, Maine
My Commission Expires March 4, 2011

SIGNATURE OF GRANTEE:

IN WITNESS WHEREOF, EVERGREEN WIND POWER II, LLC, has caused this instrument to be executed by its duly authorized representative this 20th day of August, 2010.

EVERGREEN WIND POWER II, LLC
By: Maine Wind Holdings, LLC, its Member
By: E. Weir
Name: Elizabeth Weir
Its: Assistant Secretary

Commonwealth of Massachusetts
STATE OF _____

COUNTY OF Suffolk

§
§
§

August 20, 2010

Personally appeared the above-named Elizabeth Weir, Assistant Secretary of EVERGREEN WIND POWER II, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said limited liability company.

Before me, *Maine Wind Holdings, LLC, the member of
Linne M. Taylor
Notary Public

Print Name of Notary: Linne M. Taylor

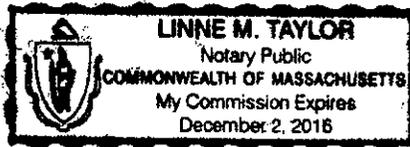


EXHIBIT A

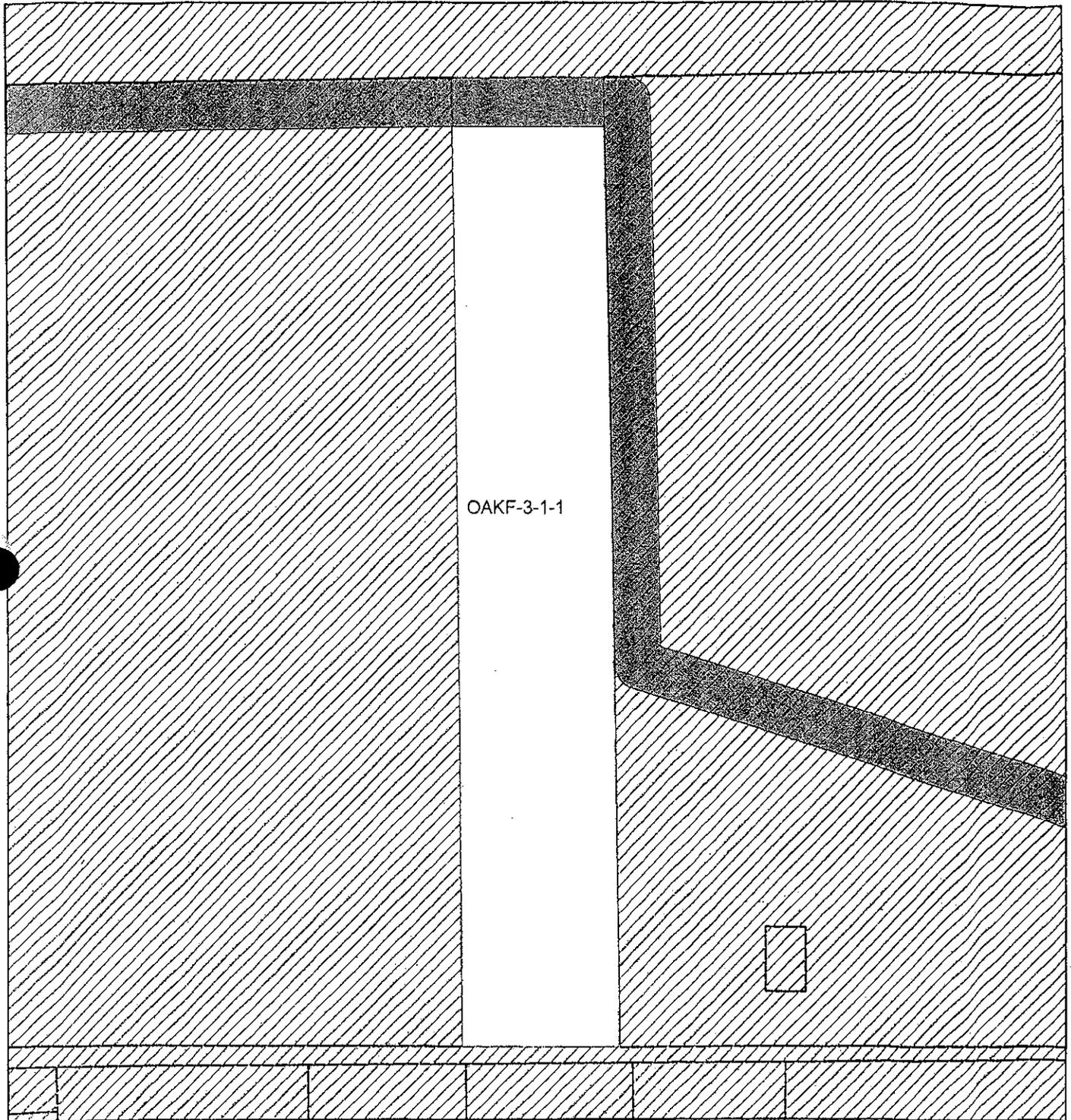
**Attached to that certain Collection Line Easement Agreement
by and between Gary Martin, as Grantor, and
Evergreen Wind Power II, LLC, a Delaware limited liability company, Grantee**

1. Warranty Deed dated August 1, 1988 by and between Herbert C. Haynes, Inc., and Gary Martin, recorded August 22, 1988, Aroostook County Registry of Deeds (Southern District), in Book 2113, Page 216.

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

EXHIBIT B

Depiction of Transmission and Telecommunication Easement & Access Easement



OAKF-3-1-1



Legend

-  Parcel
-  Easement Area Approx. 2.91ac



Gary Martin

Arooslook County, Maine
OAKF-3-1-1

EXHIBIT C

Pre-existing Encumbrances

Received
ARROSTOCK SS
PATRICIA F BROWN, REGISTER

OAKF-3-6-LEASE

Bk 4658 Pg 192 #15140
12-23-2008 @ 02:19P

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Mary B. Gregor, Trustee of Meadows & Mountains Trust
Their successors and assigns
1235 Estabrook Rd.
Amity, ME 04471

LESSEE

Evergreen Wind Power II, LLC)
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the right, but not the obligation to survey the

Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on June 30, 2008.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

DATED at Houlton, Maine this 18th day of June, 2008.

Lessor

Meadows and Mountains Trust

By: Mary B. Gregor
Mary B. Gregor
Trustee

STATE OF Maine)
COUNTY OF Androscoggin) ss.:

On this ^{28th} day of June, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary B. Gregor, Trustee; personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she executed the same in ~~his~~ ^{her} capacity, and that by ~~his~~ ^{her} signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Forrest W. Barnes
Attorney at Law ~~Notary Public~~
Forrest W. Barnes

Exhibit A

Quitclaim Deed with Covenant – Book 4121, Page 223

Quitclaim Deed with Covenant – Book 4073, Page 74

QUITCLAIM DEED WITH COVENANT

JOY TAKES CARE-MAINE, LLC, formerly Joy Takes Care-Oakfield, LLC, a Maine limited liability company having a mailing address of 25 Taber Road, Sherman, Connecticut 06784-1224, for consideration paid, grants to, **MARY B. GREGOR, TRUSTEE OF MEADOWS AND MOUNTAINS TRUST**, having a mailing address of P.O. Box 987, Houlton, Maine 04730, with Quitclaim Covenant, the land in Oakfield, Aroostook County, State of Maine, more particularly described as follows:

PARCEL I: The "Public Lots" so-called, in the Town of Oakfield, County of Aroostook and State of Maine:

Lot numbered One Hundred Three (103) containing one hundred ninety and eighty-three hundredths (190.83) acres, more or less; Lot numbered One Hundred Four (104) containing one hundred eighty-six and eighty hundredths (186.80) acres, more or less; Lot numbered One Hundred Five (105) containing one hundred eighty-two and ninety-five hundredths (182.95) acres, more or less; Lot numbered One Hundred Twenty-four (124) containing one hundred twenty and twenty-eight hundredths (120.28) acres, more or less; Lot Numbered One Hundred Twenty-five (125) containing one hundred eighty and twenty-four hundredths (180.24) acres, more or less; and Lot numbered One Hundred Twenty-six (126) containing one hundred eighty-four and forty-three hundredths (184.43) acres, more or less. All said lots and acres thereof being according to Plan and Survey of said Oakfield (formerly Township Number Five (5), Range Three (3), W.E.L.S.) made by Parker P. Burleigh and J. E. S. Corey, surveyors, in 1857.

PARCEL II: The following described real estate situated in the Town of Oakfield, formerly Township Number Five (5), Range Three (3), in said County:

Lot numbered One Hundred Twenty-three (123) containing one hundred thirty-one and thirty-three hundredths (131.33) acres, more or less, according to the survey of said Township by Burleigh and Corey, made and returned to the land office of Maine in 1858.

EXCEPTING AND RESERVING, however, one (1) acre of land upon which a hunting camp now, or formerly, stands, the land hereby reserved being ten by sixteen (10 by 16) rods, being the same acre of land excepted and reserved in the conveyance to Geraldine Bell and Mabel Antworth by Roy D. Adams, and Louise R. Adams by their warranty deed dated May 11, 1954 and recorded in Vol. 720, Page 42 of said Registry.

PARCEL III: The following described real estate situated in the Town of Oakfield, in the County of Aroostook and State of Maine, formerly

Township Numbered Five (5), Range Three (3), and being more particularly described as follows:

Commencing on the north line of Town Lot Numbered One Hundred Forty-Two (142) in said Township, at the Number Five (5) Road so-called; thence east on said north line One Hundred Twenty (120) rods; thence southerly so as to strike the so-called Number Five (5) Road far enough from said starting point so as to give the said Grantee thirty (30) acres, the said Number Five (5) Road to be the southerly line, and being all the same premises conveyed to Frank C. Crandall by Charles W. Murphy by deed dated March 4, 1901 and recorded in Aroostook County Registry of Deeds in Vol. 179, Page 460, to which deed reference is hereby made for a more particular description.

Excepting the premises conveyed to Mary B. Gregor, Trustee of Meadows and Mountains Trust by deed of Joy Takes Care-Maine, LLC dated January 3, 2005 and recorded in Book 4073, Page 74 of the Aroostook County Registry of Deeds (Southern Division). The premises are conveyed together with rights and easements reserved in the aforesaid deed to Gregor, and subject to the rights and easements conveyed by said deed.

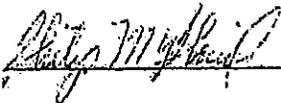
Hereby conveying Grantor's remaining portion of the premises described in the deed of Larry D. Shay and Peter A. Shay to Joy Takes Care-Oakfield, LLC dated February 18, 2000 and recorded in Book 3368, Page 85 of the Aroostook County Registry of Deeds. By Articles of Amendment filed April 12, 2002 with the Maine Secretary of State, Joy Takes Care-Oakfield, LLC changed its name to Joy Takes Care-Maine, LLC.

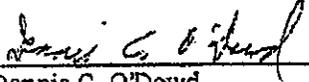
The Grantee is the owner of abutting land as described in the deed of Joy Takes Care-Maine, LLC dated January 3, 2005 and recorded in Book 4073, Page 74.

IN WITNESS WHEREOF, Joy Takes Care-Maine, LLC has caused this instrument to be signed in its corporate name as an instrument under seal by Dennis C. O'Dowd, its Manager, hereunto duly authorized, this 16th day of May, 2005.

WITNESS:

JOY TAKES CARE-MAINE, LLC



By: 

Dennis C. O'Dowd
Its Manager
Hereunto Duly Authorized

STATE OF CONNECTICUT
FAIRFIELD COUNTY

May 16, 2005

Then personally appeared the above-named Dennis C. O'Dowd in his aforesaid capacity and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Joy Takes Care-Maine, LLC

Before me,

William H. Hanson

Notary Public/Attorney at Law

William H. Hanson

Print or type name as signed

42798/47649/45901.RE

MAINE TRANSFER TAX PAID

Received
ARROSTOOK ES
Patricia E Brown, Registrar

~~Bk 4073 Pg 74 #315~~
~~01-07-2005 @ 01:17P~~

QUITCLAIM DEED WITH COVENANT

JOY TAKES CARE-MAINE, LLC, formerly Joy Takes Care-Oakfield, LLC, a Maine limited liability company having a mailing address of 25 Taber Road, Sherman, Connecticut 06784-1224, for consideration paid, grants to, **MARY B. GREGOR, TRUSTEE OF MEADOWS AND MOUNTAINS TRUST**, having a mailing address of P.O. Box 987, Houlton, Maine 04730, with Quitclaim Covenant, that tract of land in Oakfield, Aroostook County, State of Maine, lying on the easterly line of said town, more particularly described as follows:

Beginning at the northeasterly corner of land of Mary B. Gregor, Trustee of Meadows and Mountains Trust, described in a deed dated April 5, 2000 recorded in the Aroostook County Registry of Deeds (Southern Division) in Book 3387, Page 286, being on the easterly line of the common line of the town of Oakfield and the town of Linneus;

- 1) Thence by the northerly line of Gregor, a spotted and painted line, on a magnetic bearing, North 71° 15' West 2324 feet, more or less, to the northeasterly side of the South Oakfield Road;
- 2) Thence by said road, North 17° 30' West 390 feet, more or less, to the center line of a gravel road;
- 3) Thence by said road center line, North 59° 50' East 50 feet to a fork in the road;
- 4) Thence by said road center line, North 26° 40' East 143 feet;
- 5) Thence by said road center line, North 20° 07' East 455 feet;
- 6) Thence by said road center line, North 28° 16' East 704 feet;
- 7) Thence by said road center line, North 21° 00' East 215 feet;
- 8) Thence by said road center line, North 13° 36' East 810 feet;
- 9) Thence by said road center line, North 36° 22' East 437 feet;
- 10) Thence by said road center line, North 20° 47' East 154 feet;
- 11) Thence by said road center line, North 06° 33' East 232 feet;
- 12) Thence by said road center line, North 08° 37' West 108 feet;

Barnes Law Office

- 13) Thence by said road center line, North 54° 17' East 483 feet;
- 14) Thence by said road center line, North 46° 25' East 720 feet;
- 15) Thence by said road center line, North 20° 43' East 216 feet;
- 16) Thence by said road center line, North 42° 44' East 432 feet;
- 17) Thence by said road center line, North 22° 08' East 132 feet;
- 18) Thence by said road center line, North 43° 02' East 347 feet;
- 19) Thence by said road center line, North 11° 13' East 180 feet;
- 20) Thence by said road center line, North 34° 12' East 248 feet;
- 21) Thence by said road center line, North 47° 20' East 227 feet;
- 22) Thence by said road center line, North 68° 36' East 81 feet;
- 23) Thence by said road center line, North 38° 10' East 283 feet;
- 24) Thence by said road center line, North 36° 22' East 405 feet;
- 25) Thence by said road center line, North 10° 26' East 157 feet;
- 26) Thence by said road center line, North 13° 27' West 158 feet;
- 27) Thence by said road center line, North 09° 12' East 442 feet;
- 28) Thence by said road center line, North 31° 29' East 241 feet;
- 29) Thence by said road center line, North 42° 54' East 223 feet;
- 30) Thence by said road center line, North 17° 45' East 627 feet;
- 31) Thence by said road center line, North 48° 55' East 160 feet;
- 32) Thence by said road center line, North 56° 27' East 546 feet;
- 33) Thence by said road center line, North 72° 55' East 66 feet;
- 34) Thence by said road center line, South 83° 16' East 55 feet to intersect a brook;
- 35) Thence by and along the northwesterly branch of said brook 1274 feet, more or less, to the southerly line of land of Allagash Timberlands, LP, Book 3244, Page 117, a spotted and painted line;
- 36) Thence by said line, South 71° 45' East 1123 feet, more or less, to the easterly line of Oakfield and the westerly line of Linneus, a spotted and painted line;

37) Thence by said line, South 19° West 10,536 feet, more or less, to the point of beginning.

Containing 412 acres, more or less.

This description is taken from a forest management plan entitled "Ice Storm Damage for Joy Takes Care, Oakfield, LLC", dated September 2000 by Coolong Land Surveys, Inc., 1536 Lee Road, Lincoln, ME 04457.

Being a portion of the premises described in the deed of Larry D. Shay and Peter A. Shay to Joy Takes Care-Oakfield, LLC dated February 18, 2000 and recorded in Book 3368, Page 85 of the Aroostook County Registry of Deeds. By Articles of Amendment filed April 12, 2002 with the Maine Secretary of State, Joy Takes Care-Oakfield, LLC changed its name to Joy Takes Care-Maine, LLC.

Also conveying a non-exclusive easement, in common with Grantor, and its successors and assigns, for ingress and egress to the premises hereby conveyed and for utility services as defined in 33 M.R.S.A. § 458, over, under, and upon a 66' Easement Strip located partially upon the land retained by Grantor and partially upon the premises hereby conveyed, the centerline being described along courses No. 3 through 34 above. All Grantee's work within the easement area shall be in accordance with all applicable laws, codes, ordinances and other governmental requirements.

EXCEPTING AND RESERVING easements for ingress, egress, and utility services for the benefit of the balance of the aforesaid premises conveyed by Larry D. Shay and Peter A. Shay to Joy Takes Care-Oakfield, LLC dated February 18, 2000 and recorded in Book 3368, Page 85 of the Aroostook County Registry of Deeds, or any portion of said property, over under and upon that portion of said Easement Strip located within the bounds of the premises hereby conveyed.

The easements hereby granted and reserved shall include the rights (but not the obligation) to construct, repair and maintain a road and appurtenant culverts, grades and ditches within the Easement Strip. Also granting to Grantee, and reserving the right to excavate, clear and trim trees, shrubs and other growth within the Easement Strip as necessary to accomplish any work related to the granted and reserved easements.

Utility services easements hereby granted and reserved shall include, without limitation, the rights to construct, maintain, operate and upgrade from time to time for utility services, lines consisting of underground or overhanging wires with the necessary fixtures and supports, with the right to transmit electricity and intelligence over said lines and to clear and dispose of interfering branches and other growth from time to time, with permission to enter upon the said lands for the above purposes; further reserving and hereby granting the power to assign to others, including, Eastern Maine Electric Cooperative, Maine Public Service, Bangor Hydro-Electric Company or their successors and assigns, in whole or in part, any or all of the granted and reserved utility services easements.

The Grantee is the owner of abutting land as described in the deed of Colin Bartlett & Sons, Inc. dated April 5, 2000 and recorded in Book 3387, Page 286 of the Aroostook County Registry of Deeds (Southern Division).

IN WITNESS WHEREOF, Joy Takes Care-Maine, LLC has caused this instrument to be signed in its corporate name as an instrument under seal by Dennis C. O'Dowd, its Manager, hereunto duly authorized, this 3 day of January, 2005.

WITNESS:

Janice Moody

JOY TAKES CARE-MAINE, LLC

By: Dennis C. O'Dowd
Dennis C. O'Dowd
Its Manager
Hereunto Duly Authorized

STATE OF CONNECTICUT
FAIRFIELD COUNTY

January 3, 2005

Then personally appeared the above-named Dennis C. O'Dowd in his aforesaid capacity and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Joy Takes Care-Maine, LLC

Before me,

Janet S Michalek
Notary Public/Attorney at Law

JANET S MICHALEK
Print or type name as signed

42798/47649/42770.RE

JANET S. MICHALEK
NOTARY PUBLIC
MY COMMISSION EXPIRES 4/30/07

RECEIVED AROOSTOOK, SS

ATTEST: Patricia F Brown

REGISTER OF DEEDS

MAINE TRANSFER TAX PAID

Received
ARROOSTOOK, SS
PATRICIA F. BROWN, REGISTER

(CORRECTIVE)
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

James S. and Maxine E. Misenti
Their successors and assigns
278 Camp Street
Middletown, CT 06457

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street
Boston, MA 02111

PROPERTY:

The Lessor is owner of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

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

DATE AND TERM OF LEASE:

The Lease shall be for an initial term of twenty seven (27) years and shall commence on September 17, 2007.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE:

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

COUNTERPART:

This Corrective Memorandum may be executed in one or more counterparts by some or all of the parties hereto, each of which counterpart shall be an original and all of which together shall constitute a single Corrective Memorandum.

CORRECTIVE NATURE:

The sole purpose of this Corrective Memorandum of Lease ("Corrective Memorandum") is to amend that certain Memorandum of Lease ("MOL") between Lessor and Lessee, recorded on December 19, 2008 in Book 4657, Page 260 in the Southern Aroostook County Registry of Deeds and confirm the legal description of the Property which is the subject of the Lease, as amended by First Amendment to Land Lease Agreement of even date herewith. The exhibit to this Corrective Memorandum (and the references to the exhibit to this Corrective Memorandum contained herein) shall replace, correct and supersede the Exhibit A attached to the MOL, but shall

otherwise leave the MOL in full force and effect, as amended by this Corrective Memorandum.

DATED this 4th day of March, 2010.

James S. Misenti
James S. Misenti

Maxine E. Misenti
Maxine E. Misenti

STATE OF Connecticut)
COUNTY OF Middlesex) ss.: Middletown

On this 4th day of March, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared James S. Misenti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and as his/her free act and deed, and that by his/her signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

CORRECTED

EXHIBIT A

To Misenti Memorandum of Lease

The Property

The property located in the Town of Oakfield, County of Aroostook, State of Maine known as Town of Oakfield Tax Map 4 Lot 21-A and Lot 37 and also described as "Parcel One" and "Parcel Three" and all associated rights, easements, privileges and appurtenances in deed dated August 5, 2005 and recorded in Southern Aroostook County Registry of Deeds at Book 4165, Page 80 and which deed is incorporated herein by reference.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

James S. & Maxine E. Misenti
Their successors and assigns
278 Camp Street
Middletown, CT 06457

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the right, but not the obligation to survey the

Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on September 17, 2007.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

DATED at Middletown, Liberty Bank this
16 day of December 2008

James S. Misenti
Lessor James S. Misenti

Maxine E. Misenti
Lessor Maxine E. Misenti

STATE OF Connecticut)
COUNTY OF Middlesex) ss.: Middletown

On this day of 16th, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared James S. Misenti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

ANGELA R. LABBADIA
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

Angela R. Labbadia
Notary Public

STATE OF Connecticut)
COUNTY OF Middlesex) ss.: Middletown

On this day of 16th, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Maxine E. Misenti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

ANGELA R. LABBADIA
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

Angela R. Labbadia
Notary Public

Exhibit A

Southern Aroostook County Registry of Deeds

Warranty Deed – Book 4165, Page 80

Bk 4165 P#80 #10924
08-08-2005 @ 10:23a

WARRANTY DEED

JAMES H. MISENTI, MAXINE E. MISENTI and JAMES S. MISENTI, of 278 Camp Street, Middletown, Connecticut, 06457,

for consideration paid

grant to MAXINE E. MISENTI and JAMES S. MISENTI, of 278 Camp Street, Middletown, Connecticut, 06457, as joint tenants, with WARRANTY COVENANTS,

The following described real estate in Oakfield, County of Aroostook and State of Maine, to wit:

Parcel One: The same premises as described in a deed from Carl E. Adams and Marion G. Adams to James S. Misenti and James H. Misenti dated April 28, 1969 and recorded in the Southern Aroostook Registry of Deeds in Volume 1041, Page 773.

Parcel Two: The same premises as described in a deed from Hadley C. Tarbell and Grace L. Tarbell to Maxine E. Misenti and James H. Misenti dated April 29, 1969 and recorded in the Southern Aroostook Registry of Deeds in Volume 1042, Page 96.

Parcel Three: The same premises as described in a deed from George Chase to Maxine E. Misenti and James H. Misenti dated August 1, 1979 and recorded in the Southern Aroostook Registry of Deeds in Volume 1433, Page 129 and a deed from The Inhabitants of the Town of Oakfield to James S. Misenti and James H. Misenti dated October 7, 1997 and recorded in the Southern Aroostook Registry of Deeds in Volume 3070, Page 102.

Excepting and Reserving Pole Line Easement to Eastern Maine Electric Cooperative and New England Telephone and Telegraph Company recorded July 19, 1972 in the Southern Aroostook Registry of Deeds in Vol. 1107, Page 460.

Excepting and Reserving those premises conveyed to Joan White and Hiram White by Warranty Deed of James S. Misenti and James H. Misenti dated August 8, 1980 and recorded in the Southern Aroostook Registry of Deeds in Vol. 1493, Page 182.

Excepting and Reserving those premises conveyed to Brian F. Raynes and Roxanne T. Raynes by Warranty Deed of James S. Misenti and James H. Misenti dated September 24, 1997 and recorded in the Southern Aroostook Registry of Deeds in Vol. 3064, Page 206.

Excepting and Reserving those premises conveyed to James A. Sholler, Jr. And Lori A. Sholler by Warranty Deed of Maxine E. Misenti and James H. Misenti dated May 10, 2001 and recorded in the Southern Aroostook Registry of Deeds in Vol. 3504, Page 335.

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

WITNESS our hands and seals this 5th day of Aug, 2005.

Signed, Sealed & Delivered
in the presence of


JAMES H. MISENTI


MAXINE E. MISENTI

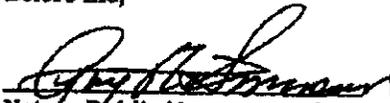

JAMES S. MISENTI

STATE OF MAINE
AROOSTOOK, ss.

Aug 5, 2005

Personally appeared the above named James H. Misenti and acknowledged the foregoing instrument to be his free act and deed.

Before me,


Notary Public/Attorney at Law

GARY A. SEVELSON
Print Name

E:\Appa\wp51\OAS\WARRJM

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Received
AROOSTOOK S S
Patricia F Brown Register

254
OAL-4-26

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Robert & Catherine Stakel
Their successors and assigns
117 Blackstrap Rd.
Falmouth, ME 04105

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

In the event any public utility is unable to use the aforementioned right-of-way, the Lessors hereby agree to grant an additional right-of-way either to

the Lessee or to the public utility at no cost to the Lessee.

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

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on March 10, 2008.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

DATED at PORTLAND, MAINE this
21st day of Feb, 2008.

Robert Stakel
Catherine Stakel
Lessor Catherine Stakel

STATE OF MAINE)
COUNTY OF CUMBERLAND) ss.:

On this 21st day of FEBRUARY, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT AND CATHERINE STAKEL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Pamela J. Dillon
Notary Public

PAMELA J. DILLON
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES: 07/06/2010

Exhibit A

Warranty Deed – Book 1085, Page 625

BOOK 1085 PAGE 625

WARRANTY

FRED A. SYLVESTER and ERMA A. SYLVESTER, husband and wife, both of New Limerick, in the County of Aroostook and State of Maine

for consideration paid

grant to ROBERT W. STAKEL and CATHERINE P. STAKEL, husband and wife, both of Arlington County, in the Commonwealth of Virginia, with WARRANTY COVENANTS, as JOINT TENANTS, the following:

A certain lot or parcel of land situate in Oakfield in the County of Aroostook and State of Maine, described as follows, namely:

Seventy-five (75) acres of land situated on the east side of the road running from the East Branch bridge to Oakfield Village, bounded on the north by land now or formerly of A. E. Tarbell heirs and land now or formerly of Harold Fowler; on the east by land now or formerly of George Chase; on the south by land now or formerly of Charles Lake and Town property, excepting, however, from said premises the school house lot heretofore conveyed to the Town of Oakfield.

Being same premises conveyed to Grantors by Morris R. Robinson and Mary C. Robinson by deed dated January 2, 1968, and recorded in the Aroostook County Registry of Deeds at Houlton, in Vol. 1019, Page 96, to which deed, and the record thereof, and to deeds and records therein referred to, reference is hereby expressly had.

As part of the consideration for this conveyance, Grantees, by accepting this deed, assume and agree to pay three-quarters (3/4) of the 1971 real estate tax assessed against said premises.

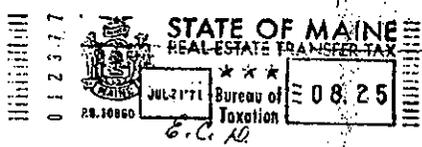
WITNESS our hands and seals this twenty-fourth day of June, 1971.

Forrest W. Barne (Notary) Fred A. Sylvester Erma A. Sylvester

State of Maine Aroostook, ss. June 24, 1971

Then personally appeared the above named Fred A. Sylvester and acknowledged the foregoing instrument to be his free act and deed.

Before me, Forrest W. Barne, Justice of the Peace - Notary Public



AROOSTOOK, ss. Received July 21, 1971 at 2h 5m P.M.

Received AROOSTOOK SS PATRICIA F BROWN REGISTER

11/30/10 FINAL ver.

WHEN RECORDED, RETURN TO:

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111
Attention: General Counsel

TIME LIMITED EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that PAULETTE'S LLC, a New York Limited Liability Company, with a mailing address of P.O. Box 4, Hewlett, NY 11557-0004, its heirs, executors, successors and assigns ("Grantor"), being the owner in fee simple of certain lands located in the Town of Oakfield, County of Aroostook, State of Maine, more particularly known as Town of Oakfield current Tax Map 4, Lot 31, and also as more fully described and recorded in the Southern Aroostook Registry of Deeds, Book 4671, Page 55 #1333 (the "Premises");

for consideration paid by Evergreen Wind Power II, 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 ("Grantee") in accordance with a certain Easement Option Agreement dated February 23, 2009, as amended (the "Option Agreement"), the receipt whereof is hereby acknowledged, does hereby grant and convey, with Warranty Covenants, to said Grantee, its successors and assigns the Easement hereinafter set forth ("The Easement") for a period of up to Forty Seven (47) years which are to be exercised upon and with respect to the following portion of the Premises more particularly depicted on Exhibit B-1 and more particularly described on Exhibit B-2 attached hereto (there is no Exhibit A to this Agreement) ("The Easement Parcel").

The word "Grantor" used in this Easement document shall extend to and be binding upon Grantor's heirs, executors, successors, administrators and assigns; and the word "Grantee" shall extend to and be binding upon Grantee's successors, assigns, third party assignees, "transfers" and third party transferees.

A. Easement duration. Grantee covenants and agrees that this Easement is a "Time Limited Easement with a specific end and termination date" and at that said end date it shall terminate, extinguish and become void and null. This Easement is currently effective with no further action or documentation required. All rights and privileges and obligations granted or provided for in this Easement for the **Twenty Seven (27) year period** ("the initial term"), if not extended by Grantee, shall terminate on December 31, 2037 (Two Thousand and Thirty Seven). If Grantee exercises its option for an additional **Twenty (20) year period** ("the extended term"), the rights and privileges and obligations granted or provided for in this Easement shall terminate on December 31, 2057 (Two Thousand and Fifty Seven). In order to exercise the Grantee's option to extend, Grantee shall notify Grantor in writing by certified or registered mail of its intention to exercise its option at least sixty (60) days prior to the end of the initial term. Upon the giving of such notice and without any

further instrument, easement or agreement, this Easement shall be so extended. Notwithstanding that the Grantee shall have failed at any time to have given written notice to the Grantor at least sixty (60) days prior to the expiration of the initial term, this Easement including Grantee's right to extend, shall be extended on a month to month basis until fifteen (15) days after receipt from Grantor of notice of Grantee's failure to so extend, and Grantee's right to extend the term of this Easement shall nevertheless continue until fifteen (15) days after Grantor shall have given Grantee written notice of its failure to so extend.

B. Payment terms. It is acknowledged by the parties that the Option Agreement has been fully performed and satisfied. Payment terms for this Easement are set out in a separate Contract for Payment, as the same may be amended from time to time (the "Contract for Payment"). Grantee's sole rights and remedies as to payments are set out in the Contract for Payment. The default in making of any such payment shall not affect the continuing effectiveness of this Easement unless and until such payment default has continued for a period of sixty (60) days after Grantee's (or its Transferee's) receipt of written notice of such default from the Grantor. In such case, the Grantor may then at any time thereafter, subject to the rights of mortgagees set out below, by written notice to the Grantee, declare that if such default continues for an additional period of thirty (30) days, legal proceedings of termination of the Easement will start and by due process of law, expel, remove and put out the Grantee.

C. Termination. Upon termination, whenever that occurs (either by payment default or upon the end of the initial term or the extended term, as the case may be), Grantor shall allow without charge a grace period of Ninety (90) days after date of termination hereof for Grantee's removal of its equipment (if any) from The Easement Parcel, exception given to fixtures (if any) attached to the grounds which could be left as is, provided that they do not block any then-existing road. At the end of said grace period and upon receipt of written notice from Grantor, Grantee shall lock the then-existing road gates, return the keys to Grantor and cease use of the road. Abandonment and relinquishment of all Grantee's rights and privileges to The Easement Parcel shall take effect immediately at the end of the grace period and said abandonment and relinquishment shall be in favor of Grantor.

Upon termination (whenever that occurs), and after passage of the grace period described above, Grantee covenants and agrees to leave The Easement Parcel and road (if any) in good passable condition together with its functioning gates, foundations, constructions, attachments, structures and upgrades in good and usable conditions. If termination occurs prior to any improvements, Grantee shall reclaim and restore The Easement Parcel to as near as practicable the same or better condition as it was when any work commenced on the Premises. The parties acknowledge that Grantee's reclamation and restoration of areas of timber and vegetation removed by Grantee will be limited to reseedling and/or replanting in accordance with good forestry practices. Nothing herein shall be construed to be a covenant or agreement on the part of Grantee to improve or otherwise build, clear or construct any improvements whatsoever at any time upon The Easement Parcel and/or the Bell Property (described more fully below), and Grantee shall have no such obligation to build, clear or construct.

D. Special Termination Right: If Grantee shall desire to terminate this Easement at any time prior to the end of the initial term or extended term (as applicable) hereof, notwithstanding any provision herein to the contrary, Grantee shall have the absolute right to do so by providing written notice of termination to Grantor, and upon such notice this Easement shall terminate and end, and Grantor shall be entitled to retain as its sole right, payment, recompense and remedy for early

termination, all payments made under the Contract for Payment until that date of termination (including any prorata portion of any payment for the year in which termination occurs) as liquidated damages and all other obligations of either party hereunto shall cease; provided, however, that Grantee shall have the grace period set forth above to perform any such removal of equipment and/or restoration, as applicable. This liquidated damages clause 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 early termination. In no event should the provisions of this paragraph be construed as a penalty.

E. Easement Rights. The rights, privileges and easement rights hereby conveyed to Grantee, are as follows:

- (i) the right to build and use a road but not to own the road, and enter in that road upon The Easement Parcel at any time with personnel, conveyances for purposes of pedestrian and vehicular ingress and egress, including hauling equipment, cranes, trucks and all necessary tools and machinery as desired by Grantee; provided that the road shall have lockable gates on each end to prevent unauthorized access by others except for Grantee, its agents, designees and employees, and Grantor. *In the event the State of Maine or the Town of Oakfield determine that the road easement shall be removed from Tree Growth and a penalty is assessed for such removal, Grantee acknowledges and agrees to pay such penalty following receipt of an invoice therefor from Grantor;*
- (ii) the right to dig holes, to erect, construct, reconstruct, relocate, replace, remove, excavate, export, maintain, operate, repair, rebuild, upgrade, and use poles for electric 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 Grantee, may from time to time desire upon, along, across, above and beneath The Easement Parcel;
- (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, relocate, replace, maintain, operate, repair, upgrade, remove and use overhead, underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, manholes, 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 Parcel;
- (iv) the right to replace, relocate, repair, add, upgrade or otherwise modify its equipment or any portion thereof within The Easement Parcel, whether the equipment is specified or not on any exhibit attached hereto;
- (v) the right to construct, use, maintain and repair such road along and within The Easement Parcel as may be necessary or convenient to the Grantee to provide access or transit for such people, personnel, conveyances, tools or machinery; hauling equipment, cranes, trucks and other machinery, including rights (but no obligation) of snow removal, road grading and paving;

- (vi) the right to ingress and egress beyond The Easement Parcel up to Ten (10) feet in either side of said Easement Parcel into the land of Grantor, by means of existing roads and lanes, if there be such, otherwise by such route or routes as determined by Grantee;
- (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 within The Easement Parcel;
- (viii) the right to clear and keep The Easement Parcel cleared up to One Hundred (100) feet wide by any lawful means of trees, undergrowth and all other obstructions to provide for road construction and convenient access and transit per sub-paragraphs (i) thru (vii) above and to schedule timely removal of brush and debris to minimize risk of accidental fire in adjacent wooded portions of the Premises. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of Grantor and shall be moved away by Grantee from The Easement Parcel and placed on the southeasterly side of Grantor's Premises, near the Easement Parcel and slightly north of the Bell Property. Grantor shall be held harmless of any damage or injury to Grantee's equipment and personnel in any action, execution and use of all the rights and privileges granted and conveyed herein to Grantee;
- (ix) the right at any and all times to enter up to Ten (10) feet beyond The Easement Parcel in either side of The Easement Parcel adjacent into the land of Grantor, to cut or trim and remove such trees growing outside the limits of The Easement Parcel 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 and;
- (x) the right to grant to third parties use of The Easement Parcel solely for purposes of ingress and egress at Grantee's reasonable discretion and at no additional cost to Grantee.

Also granting to said Grantee, the right to assign to others, in whole or in part, any or all of the rights, privileges and Easement herein. Grantee shall have the right without Grantor's consent or approval to freely assign, mortgage, encumber, sublease, license or otherwise convey all or any portion of its interests under the Easement (collectively, a "Transfer"); provided that notice of said "Transfer" and "Transferee" information shall be given in writing to Grantor sixty (60) days prior to such "Transfer." Any assignee or transferee (other than a mortgage holder or financing party) shall have the same rights and obligations as Grantee pursuant to this Easement, including specifically obligations arising under the Contract for Payment. The term "mortgage" shall include mortgages of Grantee's interest in the Easement, deeds of trust, collateral or conditional assignments of the Grantee's interest in the Easement and similar instruments and all modifications, extensions, renewals and replacements thereto. Notwithstanding anything to the contrary contained herein, no mortgage given by the Grantee as to the Easement or any rights hereunder shall be deemed to be a Transfer so as to require or cause the assumption of any payment obligations and liabilities by any financing party or mortgage holder (each, a "mortgagee"), including any arising under the Contract for Payment.

Grantor covenants and agrees to and with said Grantee, that Grantor will not erect or maintain any building, mobile home or other structure, or permit the erection or maintenance of any building, mobile home, or other structure, of any kind or nature, within The Easement Parcel, any or all of which in the sole opinion of said Grantee would endanger or interfere with the exercise of any of the rights, privileges and Easement so conveyed.

Further conveying to said Grantee, the right to establish any and all safety regulations which said Grantee, 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, as determined by Grantee, of said safety regulations, shall constitute an interference with and violation of the rights, privileges and Easement hereby granted.

Provided, however, that if in the exercise of the aforesaid rights, privileges and Easement any loss or damage be caused by the negligence of the employees or agents of said Grantee, to the contiguous property of the owner thereof, said Grantee, shall pay reasonable compensation therefore to Grantor, or 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 Grantor's activities and any grant of rights Grantor makes to any third party shall not, now or in the future, interfere in any way with the exercise by Grantee, of any rights granted under this Easement and any permits or approvals received by the project and/or Grantee and Grantor, shall not publicly oppose any project associated with Grantee's business of utility scale wind farm development, construction, and operation, including by granting any land rights to any competitor of Grantee.

Grantee shall indemnify and hold Grantor, harmless from any and all claims, actions, causes of action, losses, expenses (including reasonable attorney's fees), damages, and any and all other liabilities of any character whatsoever arising out of any act and/or omission of the Grantee or its agents, representatives or employees occurring, arising or resulting from Grantee's activity on The Easement Parcel unless caused by the willful misconduct or gross negligence of Grantor.

Grantor shall indemnify and hold Grantee, harmless from any and all claims, actions, causes of action, losses, expenses (including reasonable attorney's fee), damages, and any and all other liabilities of any character whatsoever arising out of any act and/or omission of the Grantor or its agents, representatives or employees occurring, arising or resulting from Grantor's activity on The Easement and/or the Bell Property unless caused by the willful misconduct or gross negligence of Grantee.

The covenants herein contained shall run with the land, be binding upon and shall inure to the benefits of and burden, as the case may be, the parties hereto and to their respective successors and assigns.

Nothing contained herein shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever. This Easement will be construed, interpreted and applied under the laws of the State of Maine. This Easement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all offers, negotiations, and other agreements with respect thereto. Any amendment to this Easement must be in writing and executed by the Grantee.

Grantor, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of Grantee, such documents and further assurances as Grantee, may require for the purpose of

evidencing, preserving or confirming the rights, obligations, privileges, easements and agreements contained herein.

Abandonment of the easements hereby conveyed or relinquishment of any rights hereby granted shall be by written instrument only, said instrument to be in recordable form and executed by Grantee and any person holding any interest in the Easement pursuant to a Transfer. In the case of abandonment of easements 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.

Grantor hereby consents, as applicable, to the utilization of the minimum setback(s) between (i) the property line between The Easement Parcel and any adjoining property and any wind tower generators ("WTG") or other Grantee improvements on adjoining property; (ii) any rights of way, easements, public ways, or power lines on The Easement Parcel and the WTGs on any adjoining property; and (iii) any home, building or other structure on The Easement Parcel and the WTG's on any adjoining property. Grantor does hereby release and forever discharge Grantee and any adjoining property owner from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that Grantor may now have or may have in the future against Grantee or any adjoining property owner, now or in the future with respect to the utilization of such minimum setback(s), or for the transmission of electricity along, above or below The Easement Parcel, including any such actions, claims, suits or proceedings arising from or relating to (a) setbacks that otherwise may be enforceable under applicable zoning, planning or other federal, state or local permitting requirements or other authorizations, (b) increases in sound, visual, electrical interference, radio frequency interference, cell tower interference, shadow, shadow flicker, construction, or operational impacts to or upon The Easement Parcel or to Grantor (other than such impacts as may be caused by or arise from the gross negligence or willful misconduct of Grantee).

F. Notices. All notices (including extension and termination notice from Grantee) and other communications hereunder shall be in writing and shall be given either (i) by first class mail, postage prepaid, registered or certified, return receipt requested, to either party at their respective addresses set forth on the first page hereof; (ii) by hand delivery to said addresses; or (iii) by FedEx, or similar overnight express mail, prepaid, to said addresses. All notices shall be deemed to have been duly given if postmarked prior to their due date (in the case of mailing) or upon delivery (if hand delivered) or when delivered to a FedEx (or similar overnight delivery service) courier or office at the time indicated on the proof of delivery (if sent by overnight delivery service). Either party may change its address for purposes of this Easement by giving the other party notice of the new address in the manner described herein.

G. Grantor's Right of Way on the Bell Property: Grantee is the owner of easement rights in certain property adjacent to the Premises known as Town of Oakfield current Tax Map 4, lot 32 (the "Bell Property"), such easement rights described in that certain Amended and Restated Easement Deed dated August 23, 2010 and recorded in the said Registry of Deeds at Book 4859, Page 64 (the "**Bell Easement**"). Grantee for consideration paid by Grantor, the receipt whereof is hereby acknowledged, does hereby grant and convey to Grantor, its successors and assigns a right to use in common with Grantee and others for vehicular and pedestrian access over any road that is developed by Grantee from time to time on or across the Bell Property under the terms of the Bell Easement (the "**Bell Right of Way**"). The rights of Grantor in the Bell Right of Way do not include any right to pave, clear or improve any road or way on the Bell Property, such rights being exclusive to Grantee. The Bell Right of Way is further subject and subordinate to the terms of the Bell Easement, as amended from time to time, and Grantee's rights thereunder. The Right of Way

is granted as a convenience to Grantor, who possesses other access rights to and from its Premises, which abut public roads. The Bell Right of Way and all related rights and privileges shall exist only so long as the Bell Easement is in full force and effect. Grantee shall have and hereby retains the right in its sole discretion and at its sole option to modify, relocate and/or terminate the Bell Easement and any of Grantee's improvements thereon.

H. Mortgages. The term "mortgage" shall include mortgages, deeds of trust, collateral or conditional assignments of the Grantee's interest in this Easement and like instruments and all modifications, extensions, renewals and replacements thereto. If Grantee and/or the Grantee's successors and assigns shall grant a mortgage with respect to this Easement or any part or parts thereof, the mortgagee or Grantee shall send to the Grantor written notice of such mortgage(s) specifying the name and address of such mortgagee, and Grantor agrees that upon receipt of said written notice from mortgagee or Grantee and so long as any such mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the mortgagee to the Grantor, the following provisions shall apply: (a) There shall be no cancellation, surrender or modification of this Easement by joint action of the Grantor and the Grantee without the prior consent in writing of the mortgagee; (b) Grantor shall, upon serving the Grantee with any notice of default, also serve a copy of such notice upon the mortgagee, and no such notice of default to the Grantee shall be effective unless and until a copy of such notice is served upon each such mortgagee. The mortgagee shall thereupon have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and the Grantor shall accept such performance by or at the instigation of such mortgagee as if the same had been done by the Grantee; (c) if any default shall occur which, pursuant to any provision of this Easement, entitles the Grantor to terminate this Easement, and if before the expiration of thirty (30) days from the date of service of notice of termination upon such mortgagee, the mortgagee shall have notified the Grantor of its desire to nullify such notice and shall have paid to the Grantor all payments due as herein provided for, and then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Easement, if any are then in default, and shall prosecute the same to completion with reasonable diligence, then in such event the Grantor shall not be entitled to terminate this Easement and any notice of termination theretofore given shall be void and of no effect.

In addition to the foregoing, at the reasonable request of Grantee, Grantor shall (i) execute a new Easement if this Easement is terminated for any reason without the consent of any mortgagee (provided any past-due payments are fully paid to Grantor), (ii) execute an estoppel certificate regarding the status of this Easement and such further documents as are reasonably requested by the mortgagee, and (iii) cause any mortgage and or security interest encumbering the Premises to subordinate to this Easement and any mortgage given by Grantee. Grantee agrees to pay to Grantor an administrative fee of Five Hundred Dollars (\$500.00) for timely completing any such request within a ten (10) day period.

TO HAVE AND TO HOLD the said rights, privileges and easements to said Evergreen Wind Power II, LLC its successors and assigns for the Easement duration as specified in section A. above.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, Grantor and Grantee have signed and executed or caused this instrument to be executed by their respective authorized representatives this 9th day of December 2010.

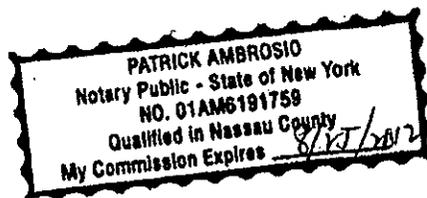
GRANTOR: PAULETTE'S LLC

By
Signature: Paulette Benatar
Name: Paulette Benatar
Its duly authorized Manager

State of: New York
County of: Nassau, ss.

On this 9 day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared the above named Paulette Benatar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and as her free act and deed, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Before me, Patrick Ambrosio
Notary Public



GRANTEE:

Evergreen Wind Power II, LLC

By: Maine Wind Holdings, LLC, its Member

By: EW
Name: Elizabeth Weir
Title: Assistant Secretary

Commonwealth of Massachusetts

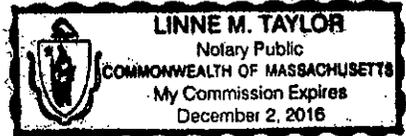
State of:

County of: Suffolk, ss.

On this 6th day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared the above named Elizabeth Weir personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and as her free act and deed, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Before me,

Linne M. Taylor
Notary Public



**EXHIBIT A
TO
TIME LIMITED EASEMENT**

INTENTIONALLY OMITTED

**EXHIBIT B-1
TO
Time Limited Easement**

(Location and Depiction of Easement Parcel – Following Page)

Location and Depiction of the Easement Parcel
(1 Page)

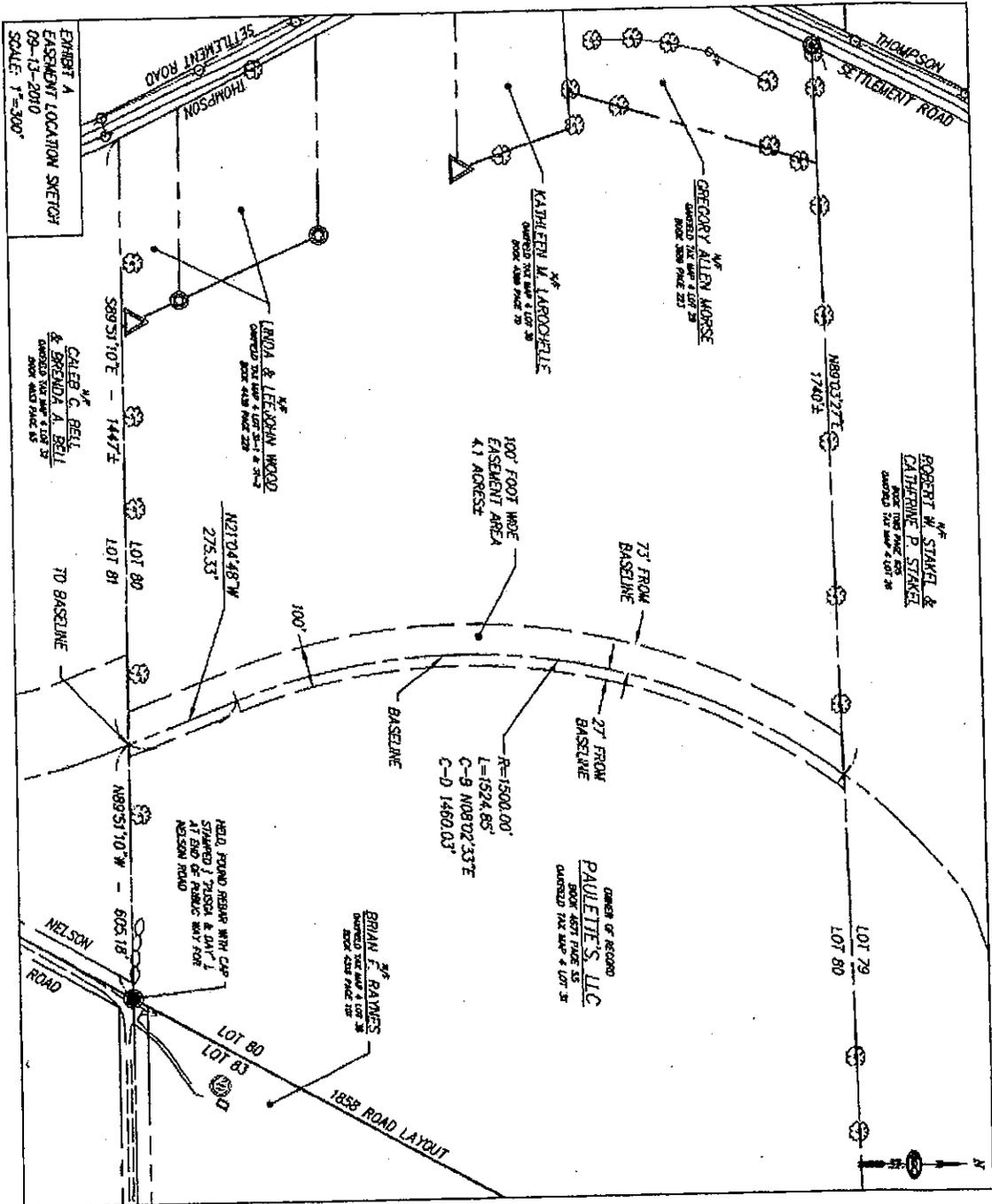


EXHIBIT B-2

TO
Time Limited Easement
(Legal Description of Easement Parcel)

A strip of land 100 feet in width for its entire length, situated in the Town of Oakfield, County of Aroostook, and State of Maine, the centerline being more particularly bounded and described as follows:

Beginning at a point on the division line between Lots 80 and 81, as shown on the 1858 Lotting Plan for Oakfield entitled, "Plan of the Survey and Allotment of Township No. 2 Range 3 W.E.L.S." prepared by Parker P. Burleigh and J.E.S. Cony and recorded at the Southern Aroostook County Registry of Deeds in Plan Book 4, Page 20, on the southerly bound of the Grantor and northerly bound of land now or formerly of Caleb C. Bell and Brenda A. Bell by deed dated November 20, 2008 and recorded at said Registry in Book 4653, Page 65, said point being South $89^{\circ}51'10''$ East along said division line, a distance of 1,447 feet, more or less, from the apparent easterly sideline of Thompson Settlement Road and North $89^{\circ}51'10''$ West along said division line, a distance of 605.18 feet from a found iron rebar with cap stamped: "PLISGA & DAY" marking a point where the centerline of Nelson Road, so called intersects the centerline of Lougee Road, so called;

Thence from the point of beginning North $21^{\circ}04'48''$ West passing through land of the Grantor, 275.33 feet to a point of curvature;

Thence northwesterly and turning northeasterly along a tangential curve to the right with a radius of 1,500 feet, passing through land of the Grantor an arc distance of 1,524.85 feet and on a chord bearing and distance of North $08^{\circ}02'33''$ East 1,460.03 feet to a point on the division line between Lots 79 and 80 and the southerly bound of land now or formerly of Robert W. Stakel and Catherine P. Stakel by deed dated June 24, 1971 and recorded at said Registry in Book 1085, Page 625, said point being North $89^{\circ}03'27''$ East along said division line, a distance of 1,740 feet, more or less, from the apparent easterly sideline of Thompson Settlement Road;

The bounds of the above described strip being extended or contracted to intersect the property bounds to the north and south, containing 4.12 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

07/29/10 JPS REDLINE ver

WHEN RECORDED, RETURN TO:

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111
Attention: General Counsel

AMENDED AND RESTATED

GRANT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that Caleb C Bell and Brenda A. Bell, with an address of PO Box 311, Houlton, Maine, 04730 (together, "Grantor"), being the owner in fee simple of certain lands (the "Premises") located in County of Aroostook State of Maine, and described as follows, viz:

the property known as Town of Oakfield current Tax Map 4, lot 32, as more fully and also described in Exhibit A attached hereto and made a part hereof,

for One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey, with Warranty Covenants, to Evergreen Wind Power II, 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 ("Grantee"), its successors and assigns forever, the exclusive rights, privileges and easements set forth in this Amended and Restated Grant of Easements (the "Easement") which are to be exercised upon and with respect to the following portion of the Premises more particularly described in Exhibit B and depicted on Exhibit C ("Easement Parcel")

Grantor is Grantor under that certain Easement dated December 8th, 2008 (the "Original Easement"), which Easement was conveyed to Grantee effective January 19, 2009 This Amended and Restated Grant of Easements is intended to completely amend, restate and supersede the Original Easement in its entirety, and this Easement may be recorded at any time by Grantee Nothing herein is intended to affect or modify that certain Easement (for sound, "flicker" and shadow) dated December 8, 2008 (the "Sound Easement"), which remains in full force and effect

Grantee covenants and agrees that this Easement is a "Time Limited Easement with a specific end and termination date" and at that said end date it shall terminate, extinguish and become void and null This Easement is currently effective with no further action or documentation required All rights and privileges and obligations granted or provided for in this Easement shall be for a Forty Seven (47)-year period (the "Term"), and shall terminate on the forty-seventh anniversary of the date hereof

Special Termination Right: If Grantee shall desire to terminate this Easement at any time prior to the end of the Term, notwithstanding any provision herein to the contrary, Grantee shall have the absolute right to do so by providing written notice of termination to Grantor, and upon such notice this Easement shall terminate and end and all obligations of either party hereunto shall cease; provided, however, that Grantee shall have a ninety (90)-day grace period after any termination to perform removal of equipment and/or property installed by Grantee, in Grantee's sole discretion

The rights, privileges and easements hereby granted and conveyed to Grantee, its successors and assigns are as follows:

- (i) to enter upon the Easement Parcel at any time with personnel, conveyances for purposes of pedestrian and vehicular ingress and egress, including hauling equipment, cranes, trucks and all necessary tools and machinery as desired by Grantee;
- (ii) to dig holes, to erect, construct, reconstruct, relocate, 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 the Easement Parcel;
- (iii) 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, relocate, replace, maintain, operate, repair, upgrade, remove and use overhead, underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, manholes, 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 the Easement Parcel;
- (iv) to replace, relocate, repair, add, upgrade or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto;
- (v) to construct, use, maintain and repair such roads along, within or adjacent to the Easement Parcel as may be necessary or convenient to the Grantee to provide access or transit for such personnel, conveyances, hauling equipment, cranes, trucks and other machinery, including rights (but no obligation) of snow removal, road grading and paving;
- (vi) to ingress and egress to or from the Easement Parcel over and across the Premises and other land of the Grantor owned from time to time, its heirs, executors, administrators, successors and assigns, by means of existing roads and lanes, if there

be such, otherwise by such route or routes as determined by the Grantee;

- (vii) 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) to clear and keep the Easement Parcel 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; and
- (ix) at any and all times to enter on adjacent land of the Grantor, its heirs, executors, administrators, successors and assigns, to cut or trim and remove such trees growing outside the limits of the Easement Parcel 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. Grantee shall have the right without Grantor's consent or approval to freely assign, mortgage, encumber, sublease, license or otherwise convey all or any portion of its interests under this Easement (collectively, a "Transfer"). No Transfer by Grantee shall be affected by a cancellation or termination of this Easement and Grantor shall recognize the rights of the assignee or transferee thereunder, provided only that such assignee or transferee attorn to Grantor upon its request. Any assignee or transferee shall have the same rights as Grantee pursuant to this Easement with respect to any further Transfer of its interest in this Easement. The boundary lines of the Easement Parcel shall be prolonged or shortened to begin on or end on and to conform to the property lines.

The Grantor herein for itself and its heirs, executors, administrators, successors and assigns, covenants and agrees to and with said Grantee, its successors and assigns, that Grantor will not erect or maintain any building, mobile home or other structure, or permit the erection or maintenance of any building, mobile home, or other structure, of any kind or nature, within the Easement Parcel, any or all of which in the sole 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, its 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 Grantor's activities and any grant of rights Grantor makes to any third party shall not, now or in the future, interfere in any way with the exercise by Grantee, its successors and assigns, of any rights granted under this Easement and Grantor, its successors and assigns, shall not publicly oppose any project associated with the rights granted hereunder. Grantor agrees to take no action which would tend to oppose, could reasonably be expected to reflect unfavorably upon or otherwise adversely affect Grantee or its proposed wind power project.

Grantor acknowledges and agrees that incident to the uses of the Grantee of the Easement Parcel shall be the continuous creation of shadows, audible and electromagnetic noise and possible electrical interference, radio frequency interference or cell tower interference related to the maintenance, operation and use of the Grantee's transmission facilities, and waives, on behalf of Grantor and Grantor's successors and assigns, the right to make any claims for liabilities, losses, damages or costs as a result thereof. Grantor conveys to Grantee, its successors and assigns, an easement for (a) the right to have sound generated from any project associated with the rights granted hereunder impact the Premises and exceed otherwise applicable state or local maximum sound level limits applicable to locations on the Premises; and (b) the right to cast shadows or shadow flicker from any project associated with the rights granted hereunder onto the Premises. These rights, easements and grants shall be considered supplemental to and complementary of the rights, easements and grants contained in the Sound Easement, and where these rights, easements and grants are in any way in conflict with or potential conflict with the terms of the Sound Easement, it is the intent of the parties that the documents be considered and read as consistent and the terms thereof be given full effect to give the full benefit to Grantee of the rights, easements and grants provided for in both documents.

Grantor acknowledges and agrees that the Grantee shall have the right to use the Easement Parcel for the purpose of transporting, storing and maintaining the WTGs and the Equipment, and shall have the right to use the Premises for a project management facility, heavy equipment storage yard, including parking facilities for trucks and other equipment at any given time, and to erect and use temporary office and/or lodging trailers including the installation of pole mounted halogen lights. Grantee shall have the right to access on, across and along the Property seven (7) days a week and twenty four hours a day. In addition to the foregoing, Grantee shall have the right excavate, remove and fill the land for the purpose of adequate and safe storage of the WTGs and Equipment.

The Grantee shall indemnify and hold the Grantor and his heirs, executors, administrators, successors and assigns, harmless from any and all claims, actions, causes of action, losses, expenses (including reasonable attorney's fees), damages, and any and all other liabilities of any character whatsoever arising out of any act and/or omission of the Grantee or its agents, representatives or employees occurring, arising or resulting from Grantee's activity on the Easement Parcel unless caused by the willful misconduct or gross negligence of the Grantor.

The Grantor shall indemnify and hold the Grantee and its successors and assigns, harmless from any and all claims, actions, causes of action, losses, expenses (including reasonable attorney's fees), damages, and any and all other liabilities of any character whatsoever arising out of any act and/or omission of the Grantor or its agents, representatives or

employees occurring, arising or resulting from Grantee's activity on the Easement Parcel unless caused by the willful misconduct or gross negligence of the Grantee

The covenants herein contained shall run with the land and shall bind, and the benefits and advantages thereof shall inure to, the respective successors and assigns of the parties hereto

Nothing contained herein shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever. This Easement will be construed, interpreted and applied under the laws of the State of Maine. This Easement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all offers, negotiations, and other agreements with respect thereto. Any amendment to this Easement must be in writing and executed by the Grantee.

Grantor, for itself and its successors and assigns, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of Grantee, its successors and assigns, such documents and further assurances as Grantee, its successors and assigns may require for the purpose of evidencing, preserving or confirming the rights, obligations, privileges, easements and agreements contained herein.

Abandonment of the easements hereby conveyed or relinquishment of any rights hereby granted shall be by written instrument only, said instrument to be in recordable form and executed by Grantee and any person holding any interest in the Easement pursuant to a Transfer. In the case of abandonment of easements 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.

Grantor hereby consents, as applicable, to the utilization of the minimum setback(s) between (i) the property line between the Easement Parcel and any adjoining property and any wind tower generators ("WTG") or other Grantee improvements on the adjoining property; (ii) any rights of way, easements, public ways, or power lines on the Easement Parcel and the WTGs on any adjoining property; and (iii) any home, building or other structure on the Easement Parcel and the WTG's on any adjoining property. Grantor does hereby release and forever discharge Grantee and any adjoining property owner from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that Grantor may now have or may have in the future against Grantee or any adjoining property owner, now or in the future with respect to the Grantor's negligence, the utilization of such minimum setback(s), or for the transmission of electricity along, above or below the Easement Parcel, including any such actions, claims, suits or proceedings arising from or relating to (a) setbacks that otherwise may be enforceable under applicable zoning, planning or other federal, state or local permitting requirements or other authorizations, (b) increases in sound, visual, electrical interference, radio frequency interference, cell tower interference, shadow, construction, or operational impacts to or upon the Easement Parcel or to Grantor (other than such impacts as may be caused by or arise from the gross negligence or willful misconduct of Grantee).

TO HAVE AND TO HOLD the said rights, privileges and easements to said Evergreen Wind Power II, LLC, its successors and assigns forever.

[Remainder of page left intentionally blank]

23rd IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of this
day of Aug., 2010

GRANTOR:

Caleb C. Bell

Signature: Caleb C. Bell
Print Name: CALEB C. BELL

Brenda A. Bell

Signature: Brenda A. Bell
Print Name: Brenda A. Bell

GRANTEE:

EVERGREEN WIND POWER II, LLC

By: Maine Wind Holdings, LLC, its Member

By: EW
Name: Elizabeth Weir
Title: Assistant Secretary

STATE OF MAINE
COUNTY OF Acushnet

8/23, 2010

Personally appeared the above-named Caleb C Bell who acknowledged the foregoing
instrument to be his/her free act and deed

Stephen D. Nelson
Notary Public/Attorney-at-Law

Stephen D. Nelson
Maine Bar #9316

STATE OF MAINE
COUNTY OF Crook

8/23 2010

Personally appeared the above-named Brenda A Bell who acknowledged the foregoing instrument to be his/her free act and deed

Stephen D. Nelson
Notary Public/Attorney-at-Law

Stephen D. Nelson
Maine Bar # 9316

**EXHIBIT A
TO
AMENDED AND RESTATED GRANT OF EASEMENTS**

(Description of Premises)

The real property referenced in the foregoing instrument as the Premises is located in Aroostook County and is more particularly described as:

Being the premises conveyed to the Grantor herein by deed dated November 20, 2008 and recorded in the Aroostook County South Registry of Deeds in Book 4653, beginning at Page 65 (the "Premises"). It is further acknowledged that Leona Bell and Charles Bell, owners of a "life estate" pursuant to deed dated October 22, 1975 and recorded in said Registry in Book 1208, Page 175, died on November 1, 2004 and January 5, 1988, respectively, and as such, said "life estate" is terminated and determined.

**EXHIBIT B
TO
AMENDED AND RESTATED GRANT OF EASEMENTS**

Lease Parcel Description

A certain lot or parcel of land situated on the northwesterly side of Nelson Road, so called, in the town of Oakfield, County of Aroostook and the State of Maine, said lot being more particularly bounded and described as follows

Beginning at a point where the southerly line of land now or formerly owned by Paulette's, LLC by deed dated February 9, 2009, recorded at the Aroostook County Southern Registry of Deeds in Book 4671, Page 55, being the south line of Lot 80 as depicted on the 1858 Burleigh and Coney Plan of the Town of Oakfield, intersects with the westerly side of Nelson Road, so called;

Thence South 29°29'41" West running along Nelson Road a distance of 1475 54, more or less, to the northeasterly corner of land now or formerly owned by Leigh and Barbara Iarr by deed dated November 3, 1980, recorded at said Registry in Book 1507, Page 239,

Thence South 89°30'58" West along said land of Iarr a distance of 115 44 feet to a point 100 feet distant from and perpendicular to the northwesterly bound of Nelson Road,

Thence North 29°29'41" East passing through land of the Grantor, running parallel with and keeping a distance of 100 feet westerly from, as measured perpendicular to Nelson Road, a distance of 538 81 feet, more or less, to an angle point;

Thence North 11°53'17" West passing through land of the Grantor, a distance of 643 67 feet, to an angle point;

Thence North 21°04'48" West passing through land of the Grantor, a distance of 202 0 feet, more or less, to said land of Paulette's LLC and the south line of Lot 80,

Thence South 89°51'10" East along said land of Paulette's LLC and the south line of Lot 80 a distance of 781 88 feet, more or less, to the point of beginning

Meaning and intending to describe a lot of land containing 9 4 acres, more or less, and being a part of the same premises conveyed to the Grantor by deed of Caleb C. Bell dated November 20, 2008 and recorded at said Registry in Book 4653, Page 65

**EXHIBIT C
TO
AMENDED AND RESTATED GRANT OF EASEMENTS**

(Site Plan Depicting Easement Parcel)

See Attached

MEMORANDUM OF OPTION

In accordance with 33 M.R.S.A. Section 201, notice is hereby given of a certain exclusive Option between, **Evergreen Wind Power II, LLC** a Delaware limited liability company having its mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 (the "Optionee") and Leigh E. Tarr and Barbara Tarr, individuals with a mailing address of PO Box 354, Oakfield, Maine, (the "Optionor"), that was made regarding the following described premises located in the Town of Oakfield, County of Aroostook, State of Maine:

Being the premises known as Town of Oakfield current Tax Map 4, lot 33, as more fully and also described in deeds conveyed by Mildred and Bernard Tarr to the Grantor (Optionor) herein dated February 24, 1986 and recorded in the Southern Aroostook County Registry of Deeds in Book 1872, beginning at Page 121 and dated November 3, 1980 and recorded in said Registry in Book 1507, Page 239 and Deed from Town of Oakfield dated February 20, 2010 recorded in said Registry at Book 4805, Page 89 (the "Premises").

The date of execution of the Option was ~~_____ 2010.~~ August 3, 2010

The subject Option is for a term of three years and shall commence on the 3RD day of August, 2010, and shall terminate on the 3RD day of Aug. , 2013.

Within the term of this Option, the Optionee, its successors or assigns, may renew this Option for two successive one year periods upon written notice to the Optionor.

The Option grant includes a limited access easement in favor of Optionee, as is more fully set out in the Option.

THIS MEMORANDUM OF OPTION is prepared for recording and for the purpose of making a public record and notice of said Option to Purchase Easement and the rights of Optionee and the obligations of Optionor thereunder, and it is intended that the parties shall be subject to all of the provisions of the Option and that nothing herein shall be construed or deemed to alter or change any of the terms or provisions of the Option.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed
as of this 3RD day of August, 2010.

Leigh E. Tarr

Signature: *Leigh E. Tarr*

Barbara Tarr

Signature: *Barbara Tarr*

STATE OF)
) ss.:
COUNTY OF)

On this 30 day of June, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Leigh Tarr + Barbara Tarr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that s/he executed the same as her/his free act and deed.

Melanie J. Hardy
Melanie J. Hardy Notary Public

MELANIE J. HARDY
NOTARY PUBLIC
STATE OF MAINE
My Commission Expires Nov. 3, 2013

Received
ARRESTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: Brian F. Raynes, 51 Nelson Road, Oakfield, ME 04763, with a mailing address of 53 Main Street, Houlton, ME 04730

Purchaser: Evergreen Wind Power II, 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 Oakfield, County of Aroostook, State of Maine, being that certain real property described in that certain deed from Roxanne T. Raynes to Seller dated July 25, 2006 and recorded at the Southern Aroostook County Registry of Deeds in Book 4316, Page 101 and that certain deed from James S. Misenti to Seller dated September 24, 1997 and recorded at said Registry in Book 3064, Page 206 and being a portion of the property generally depicted on the Town of Oakfield Tax Map 4, Lot 36.

II. Effective Date of Purchase and Sale Agreement: May 3, 2011

III. Date of Closing: The closing (the "Closing") shall take place at 10:00 a.m. on the earlier of (i) such date as Purchaser may request upon (30) days' written notice to Seller or (ii) thirty (30) days following the Permit Date (as defined in the Purchase and Sale Agreement), provided, however, that the Closing shall in no event be later than May 31, 2014.

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 May, 2011.

WITNESS:

Stephen R. Nelson
Print Name of Witness: Stephen R Nelson

SELLER:

Brian F. Raynes
Brian F. Raynes

STATE OF MAINE
COUNTY OF Aroostook

5/14, 2011

Personally appeared the above-named Brian F. Raynes and acknowledged the foregoing instrument to be his free act and deed.

Before me: Stephen R. Nelson
Notary Public/Attorney at Law
Print Name of Notary: _____
My commission expires: _____

STEPHEN D. NELSON
Notary Public, Maine
My Commission Expires September 13, 2018

WITNESS:

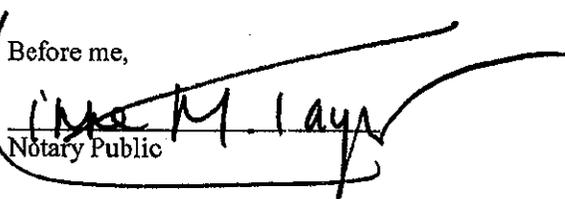

Print Name of Witness:
LYNN A. ROBINSON

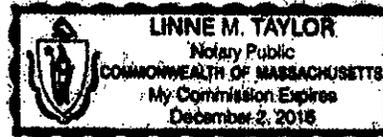
EVERGREEN WIND POWER II, LLC
By: Maine Wind Holdings, LLC, its member

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

Commonwealth of Massachusetts
County of Suffolk

Then personally appeared the above-named Arthur J. Snell in his/~~her~~ capacity as Assistant Secretary of Maine Wind Holdings, LLC, the member of Evergreen Wind Power II, 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.

May 29, 2011
Arthur J. Snell
Before me,

Notary Public



(CORRECTIVE)
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

James S. and Maxine E. Misenti
Their successors and assigns
278 Camp Street
Middletown, CT 06457

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street
Boston, MA 02111

PROPERTY:

The Lessor is owner of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

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

DATE AND TERM OF LEASE:

The Lease shall be for an initial term of twenty seven (27) years and shall commence on September 17, 2007.

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

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

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

COUNTERPART: This Corrective Memorandum may be executed in one or more counterparts by some or all of the parties hereto, each of which counterpart shall be an original and all of which together shall constitute a single Corrective Memorandum.

CORRECTIVE NATURE: The sole purpose of this Corrective Memorandum of Lease ("Corrective Memorandum") is to amend that certain Memorandum of Lease ("MOL") between Lessor and Lessee, recorded on December 19, 2008 in Book 4657, Page 260 in the Southern Aroostook County Registry of Deeds and confirm the legal description of the Property which is the subject of the Lease, as amended by First Amendment to Land Lease Agreement of even date herewith. The exhibit to this Corrective Memorandum (and the references to the exhibit to this Corrective Memorandum contained herein) shall replace, correct and supersede the Exhibit A attached to the MOL, but shall

otherwise leave the MOL in full force and effect, as amended by this Corrective Memorandum.

DATED this 4th day of March, 2010.

James S. Misenti
James S. Misenti

Maxine E. Misenti
Maxine E. Misenti

STATE OF Connecticut)
COUNTY OF Middlesex) ss.: Middletown

On this 4th day of March, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared James S. Misenti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and as his/her free act and deed, and that by his/her signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

CORRECTED

EXHIBIT A

To Misenti Memorandum of Lease

The Property

The property located in the Town of Oakfield, County of Aroostook, State of Maine known as Town of Oakfield Tax Map 4 Lot 21-A and Lot 37 and also described as "Parcel One" and "Parcel Three" and all associated rights, easements, privileges and appurtenances in deed dated August 5, 2005 and recorded in Southern Aroostook County Registry of Deeds at Book 4165, Page 80 and which deed is incorporated herein by reference.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

James S. & Maxine E. Misenti
Their successors and assigns
278 Camp Street
Middletown, CT 06457

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the right, but not the obligation to survey the

Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on September 17, 2007.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

DATED at Middletown, Liberty Bank this
16 day of December 2008

James S. Misenti
Lessor James S. Misenti

Maxine E. Misenti
Lessor Maxine E. Misenti

STATE OF Connecticut)
COUNTY OF Middlesex) ss.: Middletown

On this day of 16th, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared James S. Misenti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

ANGELA R. LABBADIA
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

Angela R. Labbadia
Notary Public

STATE OF Connecticut)
COUNTY OF Middlesex) ss.: Middletown

On this day of 16th, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Maxine E. Misenti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

ANGELA R. LABBADIA
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

Angela R. Labbadia
Notary Public

Exhibit A

Southern Aroostook County Registry of Deeds

Warranty Deed – Book 4165, Page 80

Bk 4165 Pg 80 #10924
08-08-2005 @ 10:23a

WARRANTY DEED

JAMES H. MISENTI, MAXINE E. MISENTI and JAMES S. MISENTI, of 278 Camp Street, Middletown, Connecticut, 06457,

for consideration paid

grant to MAXINE E. MISENTI and JAMES S. MISENTI, of 278 Camp Street, Middletown, Connecticut, 06457, as joint tenants, with WARRANTY COVENANTS,

The following described real estate in Oakfield, County of Aroostook and State of Maine, to wit:

Parcel One: The same premises as described in a deed from Carl E. Adams and Marion G. Adams to James S. Misenti and James H. Misenti dated April 28, 1969 and recorded in the Southern Aroostook Registry of Deeds in Volume 1041, Page 773.

Parcel Two: The same premises as described in a deed from Hadley C. Tarbell and Grace L. Tarbell to Maxine E. Misenti and James H. Misenti dated April 29, 1969 and recorded in the Southern Aroostook Registry of Deeds in Volume 1042, Page 96.

Parcel Three: The same premises as described in a deed from George Chase to Maxine E. Misenti and James H. Misenti dated August 1, 1979 and recorded in the Southern Aroostook Registry of Deeds in Volume 1433, Page 129 and a deed from The Inhabitants of the Town of Oakfield to James S. Misenti and James H. Misenti dated October 7, 1997 and recorded in the Southern Aroostook Registry of Deeds in Volume 3070, Page 102.

Excepting and Reserving Pole Line Easement to Eastern Maine Electric Cooperative and New England Telephone and Telegraph Company recorded July 19, 1972 in the Southern Aroostook Registry of Deeds in Vol. 1107, Page 460.

Excepting and Reserving those premises conveyed to Joan White and Hiram White by Warranty Deed of James S. Misenti and James H. Misenti dated August 8, 1980 and recorded in the Southern Aroostook Registry of Deeds in Vol. 1493, Page 182.

Excepting and Reserving those premises conveyed to Brian F. Raynes and Roxanne T. Raynes by Warranty Deed of James S. Misenti and James H. Misenti dated September 24, 1997 and recorded in the Southern Aroostook Registry of Deeds in Vol. 3064, Page 206.

Excepting and Reserving those premises conveyed to James A. Sholler, Jr. And Lori A. Sholler by Warranty Deed of Maxine E. Misenti and James H. Misenti dated May 10, 2001 and recorded in the Southern Aroostook Registry of Deeds in Vol. 3504, Page 335.

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

WITNESS our hands and seals this 5th day of Aug, 2005.

Signed, Sealed & Delivered
in the presence of


JAMES H. MISENTI


MAXINE E. MISENTI

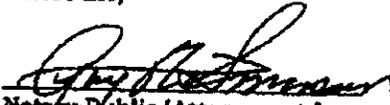

JAMES S. MISENTI

STATE OF MAINE
AROOSTOOK, ss.

Aug 5, 2005

Personally appeared the above named James H. Misenti and acknowledged the foregoing instrument to be his free act and deed.

Before me,


Notary Public/Attorney at Law

GARY A. SEVERSON
Print Name

E:\Appel\wp51\OAS\WARR.JM

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Received
AROOSTOOK S S
Patricia F Brown Register

MEMORANDUM OF LEASE

4658/237

PARTIES TO LEASE:

LESSORS

Ellen S. Kearns, Thomas M. Kearns, and Patricia
Heinan
Their successors and assigns
130 Oakridge Drive
Ayer, MA 01432

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on May 14, 2008.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on May 14, 2008.

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

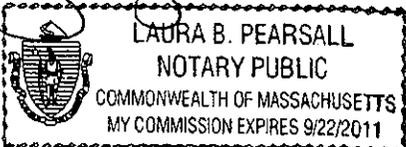
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Acknowledgment of Lessor

STATE OF MASSACHUSETTS)
) ss.:
COUNTY OF WORCESTER)

On this 2nd day of APRIL, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS M. KEARNS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.



Notary Public


Acknowledgement of Lessor

STATE OF ARIZONA)
)ss.:
COUNTY OF PIMA)

On this 22 day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Patricia M Heinar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Kyria Kershner

Notary Public



Exhibit A

Warranty Deed - Book 4538, Pages 171-173

Bk 4538 Pg 171 #450
01-16-2008 @ 09:45a**WARRANTY DEED**

ELLEN S. KEARNS, having a mailing address of 730 Ash Street, Brockton, County of Plymouth, and Commonwealth of Massachusetts 02301; and THOMAS M. KEARNS, having a mailing address of 130 Oakridge Drive, Ayer, Commonwealth of Massachusetts 01432, for consideration paid, grant to ELLEN S. KEARNS, having a mailing address of 730 Ash Street, Brockton, County of Plymouth, and Commonwealth of Massachusetts 02301; and THOMAS M. KEARNS, having a mailing address of 130 Oakridge Drive, Ayer, Commonwealth of Massachusetts 01432; and PATRICIA HEINAN, and having a mailing address of 7048 East Luana Drive, Tucson, Arizona 85710-2226, as JOINT TENANTS, with WARRANTY COVENANTS:

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

PARCEL I

A certain parcel of land triangular in shape in said Town, on Lot 65. Said parcel of land is located about center way of Lot 65 and is more particularly described as follows:

Beginning at a point on the lot line between Lot 65 and Lot 66 and said point being North 20 degrees West, 105 ½ feet from the large rock that protrudes over the common spring on Lot 66; thence 1,089.15 feet due East on the lot line between Lots 65 and 66 to a ¾ inch iron pipe; thence due North across Lot 65 1,386 ½ feet, more or less, to a Hemlock tree 24 inches in diameter; said tree located on the northerly boundary of Lot 65; thence southwesterly 1,762 feet, more or less, to a 1 ¼ inch iron pipe surrounded by rocks, to the point of beginning.

This parcel of land is bounded as follows: Northern point by Carlton Cameron, East by Leon Brannen, South by James S. and James H. Misenti, West by Robert F. Stiles.

EASEMENT

Reserving, however, to Leon Brannen, the right of way across the lot West to east as an extension or right

PATRICK E. HUNT, P.A. - ATTORNEY AT LAW

P. O. BOX 130 - ISLAND FALLS, MAINE 04747 - TEL. (207) 463-2285 - FAX (207) 463-2226

Bk 4538 Pg 172 #450

of way across the lot West to East as an extension or right of way from the old town road.

PARCEL II

A certain parcel of land rectangular in shape, measuring 315 feet, east and west, and 1,386 $\frac{1}{2}$ feet, more or less, north and south, containing 10 acres. Said land being all in Lot 65 in said Town of Oakfield, County of Aroostook, and State of Maine, and bounded as follows: On the North by Lot #64; on the East by land of Leon A. Brannen; on the South by Lot #66; on the West by land of Thomas J. Kearns and Ethel M. Kearns, as recorded in Book 1066, Page 140, at said registry.

EXCEPTION

The same agreement in regard to the reserving a right of way West to East across Lot 65 applies to the above parcel of land, the same as it did the parcel of land sold to Thomas J. Kearns and Ethel M. Kearns in 1970, in Book 1066, Page 140, at said registry. The above agreement was recorded in Book 1067, Page 438, at said registry.

PARCEL III

All of Lot #69 according to the 1858 Parker P. Burleigh and J.E.S. Coney plan of the Town of Oakfield, Maine.

And, being the same premises conveyed to the Grantors by the Warranty Deed of Thomas J. Kearns and Ethel M. Kearns, dated April 3, 1986, and recorded in Book 1878, Page 315, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

WITNESS our hands and seals this 07 day of January, 2008.

PATRICK E. HUNT, P.A. - ATTORNEY AT LAW

P. O. BOX 130 - ISLAND FALLS, MAINE 04747 - TEL. (207) 463-2285 - FAX (207) 463-2226

Arthur L. Mitchell
WITNESS

Ellen S. Kearns
Ellen S. Kearns

WITNESS

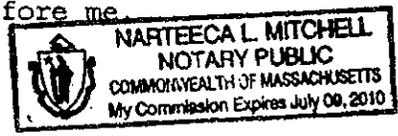
Thomas M. Kearns

COMMONWEALTH OF MASSACHUSETTS
PLYMOUTH, ss.

January 01, 2008

Personally appeared the above named Ellen S. Kearns, and acknowledged the foregoing instrument to be her free act and deed.

Before me



Notary Public

MAINE TRANSFER TAX PAID

Received
ARDUSTOOK SS
PATRICIA F BROWN, REGISTER

Received
ARDUSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Kilburn & Keith Brannen
their successors and assigns
PO Box 327
Oakfield, ME 04763

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 – 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE: Lease shall be for an initial term of twenty seven (27) years and shall commence on the [Effective Date of the lease].

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

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

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

DATED at Oakfield, Maine this 23rd day of April, 2008.

Kilburn R. Brannen
Lessor Kilburn Brannen
Keith R. Brannen
Keith R. Brannen

STATE OF Maine)
COUNTY OF Arroostook) ss.:

On this 3 day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Kilburn Brannen & Keith Brannen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Melanie J. McGary
Melanie J. McGary Notary Public
Comm exp. 11/3/2013

Exhibit A

Quitclaim Deed – Book 3696, Pages 89-90

Warranty Deed – Book 1813, Page 134

QUITCLAIM DEED Bk 3696 Pg89 #12606
08-16-2002 @ 08:31a

WILLARD BRANNEN, of 16 Birch Street, East Millinocket, County of Penobscot, State of Maine,

for consideration paid grants to

KILBURN BRANNEN, of P.O. Box 327, Oakfield, County of Aroostook and State of Maine, his heirs and assigns, with **Quitclaim Covenants**;

The following parcel of land, located in Oakfield, County of Aroostook and State of Maine, to wit:

North by land now or formerly of Herbert Hardy and R.E. Stiles;
East by land now or formerly of Clara Holden;
South by land now or formerly of Carl Adams; and
West by land now or formerly of R.E. Stiles and Carlton Cameron.

Also hereby conveying a right of way described in a deed from Leon Brannen to Thomas J. Kearns, et ux, dated June 26, 1970, and recorded in Book 1066, Page 140, at the Southern Aroostook County Registry of Deeds, in Houlton, Maine and in a deed from Leon Brannen to Thomas J. Kearns, et ux, dated November 19, 1971, and recorded in said Registry in Book 1092, Page 703.

Excepting and reserving the premises conveyed by Leon Brannen to Thomas J. Kearns, et ux, by deed dated June 26, 1970, and recorded in said Registry in Book 1066, Page 140, and by deed dated November 19, 1971, and recorded in said Registry in Book 1092, Page 703.

Meaning and intending hereby to convey my 1/3 interest in and to the same premises as conveyed by Priscilla M. Crandall to Keith Brannen, Kilburn Brannen and Willard Brannen by Warranty Deed dated June 11, 1985 and recorded in the Southern Aroostook Registry of Deeds in Volume 1813, Page 134.

This deed is given to correct the conveyance of the Grantor's interest to the Grantee as was done by an instrument dated June 3, 2002 and recorded in the Southern Aroostook Registry of Deeds in Volume 3681, Page 12 to which reference is hereby made.

In Witness Whereof, I, the said Willard Brannen, for the consideration aforesaid, have hereunto set my hand and seal this 18th day of July, 2002.

SIGNED, SEALED AND ACKNOWLEDGED
IN THE PRESENCE OF

R. L. Rhoda
WITNESS

Willard Brannen
WILLARD BRANNEN

Richard L. Rhoda 609

Bk 3696 Pg90 #12606

STATE OF MAINE
COUNTY OF AROOSTOOK

July 18, 2002

Personally appeared the above named Willard Brannen and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Richard L. Rhoda
Notary Public/Attorney at Law

RICHARD L. RHODA
Print Name

RECEIVED AROOSTOOK, SS

ATTEST: *Mary C Bennett*
REGISTER OF DEEDS

BOOK 1813 PAGE 134

006859

WARRANTY DEED

PRISCILLA M. CRANDALL, single, of Houlton, County of Aroostook, and State of Maine, for consideration paid, grants to KEITH BRANNEN, of Island Falls, County of Aroostook, and State of Maine; KILBURN BRANNEN, of Oakfield, County of Aroostook, and State of Maine; and WILLARD BRANNEN, of Birch Street, Millinocket, County of Penobscot, and State of Maine, with WARRANTY COVENANTS, as TENNANTS IN COMMON, the following described real estate.

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

North by land now or formerly of Herbert Hardy and R. E. Stiles; East by land now or formerly of Clara Holden; South by land now or formerly of Carl Adams, and West by land now or formerly of R. E. Stiles and Carlton Cameron.

Also hereby conveying a right of way described in a deed from Leon Brannen to Thomas J. Kearns, et ux, dated June 26, 1970, and recorded in Book 1066, Page 140, at the Southern Aroostook County Registry of Deeds, in Houlton, Maine and in a deed from Leon Brannen to Thomas J. Kearns, et ux, dated November 19, 1971, and recorded in said Registry in Book 1092, page 703.

EXCEPTING AND RESERVING the premises conveyed by Leon Brannen to Thomas J. Kearns, et ux, by deed dated June 26, 1970 and recorded in said Registry in Book 1066, Page 140, and November 19, 1971, and recorded in said Registry in Book 1092, Page 703.

And being the same premises conveyed to the Grantor by the Warranty Deed of Leon Brannen, dated December 26, 1978, and recorded in Volume 1399, Page 49, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

WITNESS my hand this 11 day of June, 1985.

Leon Brannen

Priscilla M. Crandall
Priscilla M. Crandall

STATE OF MAINE
AROSTOOK, ss.

June 11, 1985

Personally appeared the above named PRISCILLA M. CRANDALL, and acknowledged the foregoing instrument to be her free act and deed.

WELLS CARPENTER
AND HUNT, P.A.
ATTORNEYS AT LAW
HOULTON, MAINE 04720
ISLAND FALLS
MAINE 04747

Received
AROSTOOK SS
PATRICIA F. BROWN, REGISTER

Before me,

Evelyn W. [Signature]
Evelyn W. [Signature] Notary Public
My Commission Expires April 19, 1989

AROSTOOK, ss, Received June 13, 1985 at 1h 7m P.M.

MEMORANDUM OF LEASE

Correction BK 4653 Pg. 177

PARTIES TO LEASE:

LESSORS

Kilburn & Keith Brannen
Their successors and assigns
PO Box 327
Oakfield, ME 04763

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the right, but not the obligation to survey the

Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on April 23, 2008.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

DATED at OAKFIELD, MAINE this
17 day of December, 2008.

Kilburn Brannen
Lessor KILBURN P BRANNEN

Keith Brannen
Lessor KEITH BRANNEN

STATE OF Maine)
COUNTY OF Arroostook) ss.:

On this day of 17 Dec, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Kilburn Brannen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Rene Curry
Notary Public

RENE CURRY
Notary Public, Maine
My Commission Expires May 19, 2011

STATE OF Maine)
COUNTY OF Arroostook) ss.:

On this day of 17th Dec, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith Brannen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Rene Curry
Notary Public

RENE CURRY
Notary Public, Maine
My Commission Expires May 19, 2011

Exhibit A

Quitclaim Deed – Book 3696, Pages 89-90

Warranty Deed – Book 1813, Page 134

QUITCLAIM DEED

BK 3696 Pg 89 #12606
08-16-2002 e 08:31a

WILLARD BRANNEN, of 16 Birch Street, East Millinocket, County of Penobscot, State of Maine,

for consideration paid grants to

KILBURN BRANNEN, of P.O. Box 327, Oakfield, County of Aroostook and State of Maine, his heirs and assigns, with **Quitclaim Covenants**;

The following parcel of land, located in Oakfield, County of Aroostook and State of Maine, to wit:

North by land now or formerly of Herbert Hardy and R.E. Stiles;
East by land now or formerly of Clara Holden;
South by land now or formerly of Carl Adams; and
West by land now or formerly of R.E. Stiles and Carlton Cameron.

Also hereby conveying a right of way described in a deed from Leon Brannen to Thomas J. Kearns, et ux, dated June 26, 1970, and recorded in Book 1066, Page 140, at the Southern Aroostook County Registry of Deeds, in Houlton, Maine and in a deed from Leon Brannen to Thomas J. Kearns, et ux, dated November 19, 1971, and recorded in said Registry in Book 1092, Page 703.

Excepting and reserving the premises conveyed by Leon Brannen to Thomas J. Kearns, et ux, by deed dated June 26, 1970, and recorded in said Registry in Book 1066, Page 140, and by deed dated November 19, 1971, and recorded in said Registry in Book 1092, Page 703.

Meaning and intending hereby to convey my 1/3 interest in and to the same premises as conveyed by Priscilla M. Crandall to Keith Brannen, Kilburn Brannen and Willard Brannen by Warranty Deed dated June 11, 1985 and recorded in the Southern Aroostook Registry of Deeds in Volume 1813, Page 134.

This deed is given to correct the conveyance of the Grantor's interest to the Grantee as was done by an instrument dated June 3, 2002 and recorded in the Southern Aroostook Registry of Deeds in Volume 3681, Page 12 to which reference is hereby made.

In Witness Whereof, I, the said Willard Brannen, for the consideration aforesaid, have hereunto set my hand and seal this 18th day of July, 2002.

SIGNED, SEALED AND ACKNOWLEDGED
IN THE PRESENCE OF

R. L. Rhoda
WITNESS

Willard Brannen
WILLARD BRANNEN

Richard L. Rhoda, Esq.

Bk 3696 Pg 90 #12606

STATE OF MAINE
COUNTY OF AROOSTOOK

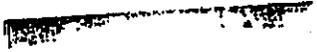
July 18, 2002

Personally appeared the above named Willard Brannen and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Richard L. Rhoda
Notary Public/Attorney at Law

RICHARD L. RHODA
Print Name



RECEIVED AROOSTOOK, SS

ATTEST: *Mary C Bennett*
REGISTER OF DEEDS

BOOK 1813 PAGE 134

006859

WARRANTY DEED

PRISCILLA M. CRANDALL, single, of Houlton, County of Aroostook, and State of Maine, for consideration paid, grants to KEITH BRANNEN, of Island Falls, County of Aroostook, and State of Maine; KILBURN BRANNEN, of Oakfield, County of Aroostook, and State of Maine; and WILLARD BRANNEN, of Birch Street, Millinocket, County of Penobscot, and State of Maine, with WARRANTY COVENANTS, as TENANTS IN COMMON, the following described real estate.

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

North by land now or formerly of Herbert Hardy and R. E. Stiles; East by land now or formerly of Clara Holden; South by land now or formerly of Carl Adams, and West by land now or formerly of R. E. Stiles and Carlton Cameron.

Also hereby conveying a right of way described in a deed from Leon Brannen to Thomas J. Kearns, et ux, dated June 26, 1970, and recorded in Book 1066, Page 140, at the Southern Aroostook County Registry of Deeds, in Houlton, Maine and in a deed from Leon Brannen to Thomas J. Kearns, et ux, dated November 19, 1971, and recorded in said Registry in Book 1092, page 703.

EXCEPTING AND RESERVING the premises conveyed by Leon Brannen to Thomas J. Kearns, et ux, by deed dated June 26, 1970 and recorded in said Registry in Book 1066, Page 140, and November 19, 1971, and recorded in said Registry in Book 1092, Page 703.

And being the same premises conveyed to the Grantor by the Warranty Deed of Leon Brannen, dated December 26, 1978, and recorded in Volume 1399, Page 49, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

WITNESS my hand this 11 day of June, 1985.

Leon Brannen

Priscilla M. Crandall
Priscilla M. Crandall

STATE OF MAINE
AROSTOOK, ss.

June 11, 1985

Personally appeared the above named PRISCILLA M. CRANDALL, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Evelyn W. [Signature]
Evelyn W. [Signature] Notary Public

My Commission Expires April 19, 1989

AROSTOOK, ss, Received June 13, 1985 at 1h 7m P.M.

WELLS, CARPENTER
AND HUNT, P.A.
ATTORNEYS AT LAW
HOULTON, MAINE 04750

ISLAND FALLS
MAINE 04757

Received
Aroostook's s
Patricia F Brown Register

CORRECTIVE
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Herbert C. Haynes, Inc.
its successors and assigns
P.O. Box 99
Winn ME 04495

LESSEE

Evergreen Wind Power II, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

There are three (3) previous Memoranda of Lease concerning the Property and Lessee's lease thereof recorded in the Aroostook County (Southern) Registry of Deeds in Book 4658, Page 219, Book 4658, Page 322 and Book 4783, Page 325. This Corrective Memorandum of Lease is intended to fully amend and restate those three (3) Memoranda of Lease and the Amended and Restated Land Lease Agreement to which this Corrective Memorandum of Lease refers (dated Jan. 12, 2010) is intended to and does fully amend, restate and supersede the previously existing leases of the Property. **The purpose of this Corrective Memorandum of Lease is to correct the date and term of the Lease, as amended by First Amendment to Amended and Restated Land Lease Agreement of even date herewith, and update and revise the description of the Property.**

PREMISES:

Lessor is the owner of that certain real property described in Exhibit A attached hereto and which is depicted on the map attached hereto as Exhibit B (the "Property"). Lessor leases to Lessee the Property, together with the non-exclusive access right over the Property and over adjacent land of Lessor and/or over land in which Lessor has assignable rights for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 5.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

Lessee additionally shall have the right from time to time to relocate any way, road or easement (whether now developed or undeveloped) located outside the Property which is appurtenant to, provides convenient or necessary access to or otherwise belongs to or serves the Property.

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

DATE AND
TERM OF LEASE:

The Lease is dated as of January 12, 2010 (the "Effective Date"), and shall be for an initial term of twenty seven (27) years and shall commence on January 12, 2010

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE:

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

CORRECTED
EXHIBIT A
To Haynes Memorandum of Lease (4-40)

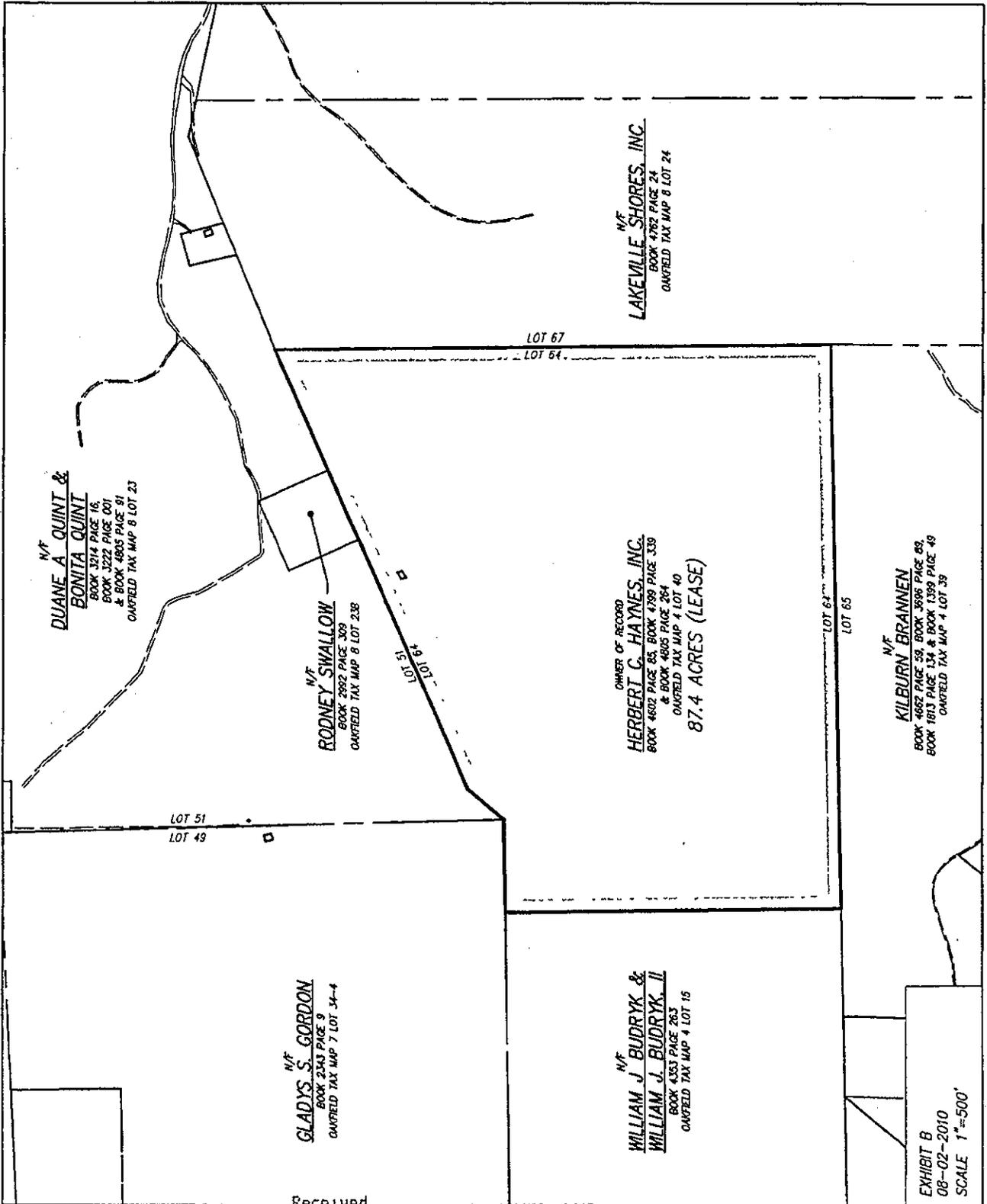
The Property:

Certain lot or parcel of land located in Oakfield, Aroostook County, Maine and more particularly described in a deed from Jared E. Tash and Christina R. Tash to Herbert C. Haynes, Inc., dated July 11, 2008 and recorded in the Aroostook County (Southern) Registry of Deeds at Book 4602, page 85, a release deed from E.D. Bessey & Son to Herbert C. Haynes, Inc. dated February 12, 2010 and recorded in said Registry at Book 4799, Page 339 (with further reference made to Affidavit of Herbert C. Haynes, Jr. dated March 11, 2010 and recorded in said Registry at Book 4805, Page 264) and in other deeds, all of which deeds are incorporated herein by reference.

Said lot being depicted on Town of Oakfield current Tax Map 4 as Lot 40.

Oakfield 4-40

CORRECTED
EXHIBIT B
To Haynes Lease (4-40)
(next page)



Received
 AROOSTOOK SS
 PATRICIA F BROWN, REGISTER

AMENDED AND RESTATED
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Herbert C. Haynes, Inc.
its successors and assigns
P.O. Box 99
Winn ME 04495

LESSEE

Evergreen Wind Power II, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

There are two (2) previous Memos of Lease concerning the Property and Lessee's lease thereof recorded in the Aroostook County (Southern) Registry of Deeds in Book 4658, Page 219 and Book 4658, Page 322. This Amended and Restated Memorandum of Lease is intended to fully amend and restate those two (2) memos of Lease and the Amended and Restated Land Lease Agreement to which this Amended and Restated Memorandum of Lease refers (dated Oct. 21, 2009) is intended to and does fully amend, restate and supersede the previously existing leases of the Property.

PREMISES:

Lessor is the owner of that certain real property described in Exhibit A attached hereto and which is depicted on the map attached hereto as Exhibit B (the "Property"). Lessor leases to Lessee the Property, together with the non-exclusive access right over the Property and over adjacent land of Lessor and/or over land in which Lessor has assignable rights for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 5.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

In the event any public utility is unable to use the aforementioned right-of-way, the Lessor hereby agrees to grant an additional right-

of-way either to the Lessee or to the public utility at no cost to the Lessee.

Lessee additionally shall have the right from time to time to relocate any way, road or easement (whether now developed or undeveloped) located outside the Property which is appurtenant to, provides convenient or necessary access to or otherwise belongs to or serves the Property.

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

DATE AND TERM OF LEASE: The Lease's date is October 21, 2009, and shall be for an initial term of twenty seven (27) years and shall commence on October 21, 2009.

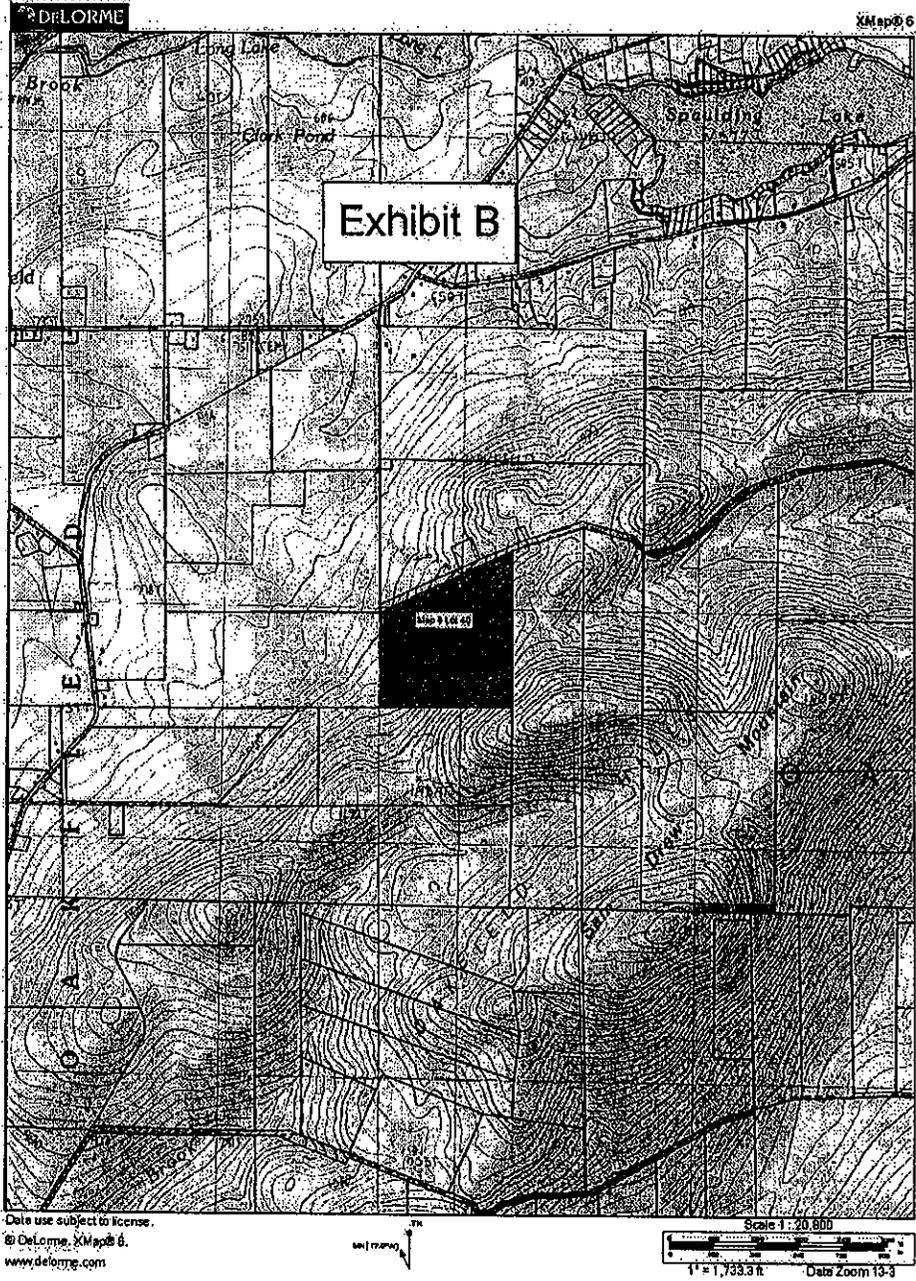
EXTENSION TERM: The Lessee shall have the option to renew the Lease for one additional twenty (20) year term.

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

EXHIBIT B to Memorandum of Lease



Received
ARGOSTDOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Jared & Christine Tash
Their successors and assigns
324 Pea Ridge Rd.
Chester, ME 04457

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the right, but not the obligation to survey the

Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE: Lease shall be for an initial term of twenty seven (27) years and shall commence on June 6, 2008.

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

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

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

DATED at Chester, Maine this 30th day of May, 2008.

Exhibit A

Warranty Deed – Book 4215, Page 268

Bk 4215 Pg 268 #16356
11-28-2005 @ 11:51a

WARRANTY DEED

Jamie L. Wentworth and Dawn E. Wentworth, both of 5 Blueberry Lane, Brownfield, Maine, 04010

for consideration paid grants to

Jared E. Tash and Christina R. Tash, husband and wife, both of RR 3, Box 1990, Lincoln, Maine, 04457, as joint tenants and not as tenants in common, their heirs and assigns, with Warranty Covenants;

The following described parcel of land, together with any improvements thereon, in Oakfield, County of Aroostook and State of Maine, bounded and described as follows, to wit:

Being the middle part of Lot Numbered Sixty-Four (64) in said Oakfield according to the survey and plan of said Oakfield made and returned to the State Land Agent in 1858 by Parker P. Burleigh and J.E.S. Coney, Surveyors, said middle part of said Lot Numbered Sixty-four (64) lying east of and adjoining that part of said Lot Numbered Sixty-four (64) deeded by William N. Adams, III, to Philip Brannen, the parcel of land herein conveyed being surveyed as follows:

Beginning at the northeast corner of said Brannen's land;

Thence running South Seventy-one Degrees Thirty Minutes East (S 71° 30' E) thirty (30) rods;

Thence running northeasterly along the line of the road leading to land formerly of Franklin Higgins fifty-one (51) rods to a rock on the south side of the track of said road;

Thence running South Eighteen Degrees Thirty Minutes West (S 18° 30' W) across said Lot Numbered Sixty-four (64) to lot formerly of Henry Wright numbered Sixty-five (65);

Thence running North Seventy-one Degrees Thirty Minutes West (S 71° 30' W) along the north lien of said Lot Numbered Sixty-five (65) to the southeast corner of said Brannen lot of land;

Thence running North Eighteen Degrees Thirty Minutes East (N 18° 30' E) to the place of beginning, containing fifty (50) acres, more or less.

Being the same premises as conveyed by Herbert C. Haynes to James L. Wentworth and Dawn E. Wentworth by Quitclaim Deed with Covenants dated April 9, 2005 and recorded in the Southern Aroostook Registry of Deeds in Volume 4109, Page 84.

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

Dated: October 21, 2005

Michelle Day
WITNESS

Michelle Day
WITNESS

J. L. Wentworth
Jamie L. Wentworth

Dawn E. Wentworth
Dawn E. Wentworth

STATE OF MAINE
COUNTY OF ~~AROOSTOOK~~
Oxford

October 22, 2005

Dawn E. Wentworth

Personally appeared the above named Jamie L. Wentworth and acknowledged the foregoing instrument to be his free act and deed.

their

Before me,

Julie A. Watkins
~~Richard L. Rhoda, Attorney at Law~~

Julie A. Watkins
My Commission Expires:
August 31, 2010

MAINE TRANSFER TAX PAID

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Katahdin Development Corporation
Their successors and assigns
PO Box 145, Smyrna Rd.
Oakfield, ME 04763

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

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

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on January 24, 2008.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

DATED at Portland, Maine this 24th day of January, 2008.

Katahdin Development Corporation

By: David Gordon
Lessor David Gordon, President
Katahdin Development Corporation
PO Box 145
Smyrna Road
Oakfield, ME 04763

STATE OF Maine)
COUNTY OF Cumberland) ss.:

On this 24th day of January, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared David Gordon, President of Katahdin Dev. Corp. personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Robert C. Patton
Notary Public

ROBERT C. PATTON
Notary Public, Maine
My Commission Expires April 8, 2013

Exhibit A

Warranty Deed – Book 4156, Pages 249-250

Bk 4156 Pg 249 #10095
07-22-2005 @ 01:17

WARRANTY DEED

ROBERT D. SHERMAN, having a mailing address of 127 Houlton Road, Island Falls, County of Aroostook, and State of Maine, 04747; ESTATE OF CARL E. SHERMAN, having a mailing address of 171 Dunham Street, Southington, County of Hartford, and State of Connecticut, 06489; PHILIP T. SHERMAN, having a mailing address of Post Office Box 73, Smyrna, County of Aroostook, and State of Maine, 04760, and CONSTANCE A. BARTLETT, having a mailing address of the Thompson Settlement Road, Oakfield, County of Aroostook, and State of Maine, 04763, for consideration paid, grant to KATAHDIN DEVELOPMENT CORPORATION, a corporation duly organized and existing under the laws of the State of Maine, and having a mailing address of Post Office Box 145, Oakfield, County of Aroostook, and State of Maine, 04763, with WARRANTY COVENANTS:

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

The south half of lot 868 according to the 1858 Burleigh & Coney Plan of said town.

And, being part of the same premises conveyed to the grantors and the Estate of Carl E. Sherman, by the Deed of Distribution by Personal Representative (Testate), of Robert Sherman, dated February 14, 1991, and recorded in Book 2344, Page 216, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

WITNESS our hands and seals this 6th day of July, 2005.

[Signature]
WITNESS

[Signature]
Robert D. Sherman

[Signature]
WITNESS

[Signature]
Katherine K. Sherman,
Personal Representative of
The Estate of Carl E. Sherman

[Signature]
WITNESS

[Signature]
Philip T. Sherman

[Signature]
WITNESS

[Signature]
Constance A. Bartlett

STATE OF MAINE

July 6, 2005

MAINE TRANSFER TAX PAID

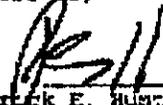
OPTIONAL FORM NO. 67 (REVISED 10/01)
MAY 1994 TEL: (202) 453-3000 FAX: (202) 462-2776

1 of 1

AROCSTOCK, SA.

Personally appeared the above named Robert D. Sherman, and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Patrick E. Hunt
Attorney at Law

Received
AROCSTOCK SA
Patricia F Brown, Register

Received
AROCSTOCK SA
PATRICIA F BROWN, REGISTER

4658/237

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Ellen S. Kearns, Thomas M. Kearns, and Patricia
Heinan
Their successors and assigns
130 Oakridge Drive
Ayer, MA 01432

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on May 14, 2008.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

DATED at Boston Police Department Office of the Legal Advisor this
27th day of March, 2008.

Ellen S. Kearns
Ellen S. Kearns

Thomas M. Kearns
Lessor Thomas M. Kearns

Patricia Heinan
Patricia Heinan

STATE OF Massachusetts)
COUNTY OF Suffolk) ss.:

On this 27th day of March, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Ellen Kearns, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Narteeca L. Mitchell
Notary Public



Acknowledgment of Lessor

STATE OF MASSACHUSETTS)
) ss.:
COUNTY OF WORCESTER)

On this 3rd day of APRIL, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS M. VEARNS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Laura Pearsall
Notary Public
LAURA B. PEARSALL
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 9/22/2011

Acknowledgement of Lessor

STATE OF ARIZONA)
)ss.:
COUNTY OF PIMA)

On this 22 day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared *Patricia M Heinar*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Kyria Kershner

Notary Public

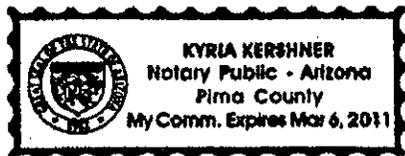


Exhibit A

Warranty Deed – Book 4538, Pages 171-173

Bk 4538 Pg 171 #450
01-16-2008 @ 09:45a**WARRANTY DEED**

ELLEN S. KEARNS, having a mailing address of 730 Ash Street, Brockton, County of Plymouth, and Commonwealth of Massachusetts 02301; and THOMAS M. KEARNS, having a mailing address of 130 Oakridge Drive, Ayer, Commonwealth of Massachusetts 01432, for consideration paid, grant to ELLEN S. KEARNS, having a mailing address of 730 Ash Street, Brockton, County of Plymouth, and Commonwealth of Massachusetts 02301; and THOMAS M. KEARNS, having a mailing address of 130 Oakridge Drive, Ayer, Commonwealth of Massachusetts 01432; and PATRICIA HEINAN, and having a mailing address of 7048 East Luana Drive, Tucson, Arizona 85710-2226, as JOINT TENANTS, with WARRANTY COVENANTS:

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

PARCEL I

A certain parcel of land triangular in shape in said Town, on Lot 65. Said parcel of land is located about center way of Lot 65 and is more particularly described as follows:

Beginning at a point on the lot line between Lot 65 and Lot 66 and said point being North 20 degrees West, 105 ½ feet from the large rock that protrudes over the common spring on Lot 66; thence 1,089.15 feet due East on the lot line between Lots 65 and 66 to a ¾ inch iron pipe; thence due North across Lot 65 1,386 ½ feet, more or less, to a Hemlock tree 24 inches in diameter; said tree located on the northerly boundary of Lot 65; thence southwesterly 1,762 feet, more or less, to a 1 ¼ inch iron pipe surrounded by rocks, to the point of beginning.

This parcel of land is bounded as follows: Northern point by Carlton Cameron, East by Leon Brannen, South by James S. and James H. Misenti, West by Robert F. Stiles.

EASEMENT

Reserving, however, to Leon Brannen, the right of way across the lot West to east as an extension or right

PATRICK E. HUNT, P.A. - ATTORNEY AT LAW

R. O. BOX 130 - ISLAND FALLS, MAINE 04747 - TEL. (207) 463-2288 - FAX (207) 463-2226

of way across the lot West to East as an extension or right of way from the old town road.

PARCEL II

A certain parcel of land rectangular in shape, measuring 315 feet, east and west, and 1,386 $\frac{1}{2}$ feet, more or less, north and south; containing 10 acres. Said land being all in Lot 65 in said Town of Oakfield, County of Aroostook, and State of Maine, and bounded as follows: On the North by Lot #64; on the East by land of Leon A. Brannen; on the South by Lot #66; on the West by land of Thomas J. Kearns and Ethel M. Kearns, as recorded in Book 1066, Page 140, at said registry.

EXCEPTION

The same agreement in regard to the reserving a right of way West to East across Lot 65 applies to the above parcel of land, the same as it did the parcel of land sold to Thomas J. Kearns and Ethel M. Kearns in 1970, in Book 1066, Page 140, at said registry. The above agreement was recorded in Book 1067, Page 438, at said registry.

PARCEL III

All of Lot #69 according to the 1858 Parker F. Burleigh and J.E.S. Coney plan of the Town of Oakfield, Maine.

And, being the same premises conveyed to the Grantors by the Warranty Deed of Thomas J. Kearns and Ethel M. Kearns, dated April 3, 1986, and recorded in Book 1878, Page 315, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

WITNESS our hands and seals this 07 day of January, 2008.

Narteca L. Mitchell
WITNESS

Ellen S. Kearns
Ellen S. Kearns

WITNESS

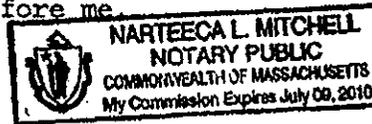
Thomas M. Kearns

COMMONWEALTH OF MASSACHUSETTS
PLYMOUTH, ss.

January 07, 2008

Personally appeared the above named Ellen S. Kearns, and
acknowledged the foregoing instrument to be her free act and deed.

Before me



Notary Public

MAINE TRANSFER TAX PAID

Received
ARDOOSTOOK SS
PATRICIA F BROWN, REGISTER

Received
ARDOOSTOOK SS
PATRICIA F BROWN, REGISTER

PATRICK E. HUNT, P.A. - ATTORNEY AT LAW

P. O. BOX 130 - ISLAND FALLS, MAINE 04747 - TEL. (207) 463-2288 - FAX (207) 463-2288

SHORT FORM DEED OF SALE BY PERSONAL REPRESENTATIVE (TESTATE)

BARBARA D. EASTERLING of Jasper, Georgia, duly appointed and acting Personal Representative of the ESTATE OF KERMIT D. BURPEE, deceased (testate), as shown by the probate records of Aroostook County, Maine (and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale), by the power conferred by the Probate Code, and every other power, FOR CONSIDERATION PAID, grants to EVERGREEN WIND POWER II, LLC, with a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111, certain real property, together with any improvements thereon, located at Oakfield, Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises").

WITNESS my hand and seal this 13th day of November, 2009.

WITNESSETH:

Melinda Beach
Name:

Barbara D. Easterling, P.R.
Barbara D. Easterling
Personal Representative,
Estate of Kermit Burpee

State of Georgia
County of Pickens, ss.

11/13/, 2009

PERSONALLY APPEARED the above-named Barbara D. Easterling, Personal Representative as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity.



Before me,

Lisa Angelisanti
Print Name: Lisa Angelisanti
Notary Public
My commission expires 5/20/12

1
STATE TRANSFER
TAX PAID

Exhibit A

Certain real estate situated in the Town of Oakfield, in the County of Aroostook and State of Maine, and described as follows, to wit: All of Town Lot Numbered Seventy (70), containing One Hundred Seventy-eight (178) acres, more or less, according to survey of 1858, and bounded as follows: On the North by land of Town of Oakfield; on the East by the North Road, so-called; on the South by land of Town of Oakfield, Bliss Small and Leonard Lougee; on the West by land of Ralph Sherman.

Being the same premises conveyed to Kermit D. Burpee by Quit Claim Deed of Sylvia Burpee, Alton Burpee, Evelyn R. Crandall, Perley Burpee, Frank Gerrish, Francena Haskell, Frank Gerrish, Jr., Madeline Bartol, Minnie Adams, Stanley Burpee, Evelyn Malone, Mary E. Burpee, Allen Burpee, Jr., Patrick Burpee, Michael Burpee, Donna Goodall, Frances Davis, and Sharon Ellis dated December 16, 1974 recorded at the Southern Aroostook Registry of Deeds in Book 1170, Page 193.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Steven Campbell
his successors and assigns
229 Thompson Settlement Rd.
Oakfield, ME 04763

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE: Lease shall be for an initial term of twenty seven (27) years and shall commence on the [Effective Date of the lease].

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

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

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

DATED at Oakfield, Maine this 1st day of April, 2008.

Steven Campbell
Lessor
Steven Campbell

STATE OF Maine)
COUNTY OF Arroostook) ss.:

On this 1st day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Campbell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Debra Schilling
Debra Schilling
Comm Exp 4-22-2008
Notary Public

Exhibit A

Quitclaim Deed – Book 03337, Page 265-266

Municipal Quitclaim Deed – Book 03337, Page 267-268

B403337 Pg 267 15843

11-01-1999 @ 10:38a

MUNICIPAL QUITCLAIM DEED

THE INHABITANTS OF THE MUNICIPALITY OF THE TOWN OF OAKFIELD, Maine, a body corporate, having a mailing address of P.O. Box 10, Oakfield, County of Aroostook, and State of Maine, for consideration paid, releases to STEVEN R. CAMPBELL, Single, and having a mailing address of RR #1, Box 1222, Oakfield, County of Aroostook, and State of Maine:

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

Tax Map #5, Lot #8 according to the 1979 James W. Sewall tax map.

And being the same premises conveyed to Jeanette Pratt by the Warranty Deed of Roy Pratt, dated April 30, 1985, and recorded in Volume 1800, Page 260, at the Southern Aroostook County Registry of Deeds in Houlton, Maine, and being foreclosed by this Municipality for delinquent real estate taxes.

The purpose and intent of this Deed being to convey all right Title and interest that the Grantor may have in said real estate to the Grantee.

The said Inhabitants of the Municipality of the Town of Oakfield, Maine, have caused this instrument to be signed in its corporate name by Jerome Collins, Cecil Somers, and Beverly Clark, its Selectmen, duly authorized this 16 day of September, 1999.

[Signature]
WITNESS

Cecil Somers
WITNESS

Beverly Clark
WITNESS

[Signature]
WITNESS

Jerome Collins
Jerome Collins, Selectman

Cecil Somers
Cecil Somers, Selectman

Beverly Clark
Beverly Clark, Selectman

Candis Roy
Candis Roy, Treasurer

Grantee



BK03337 Pg268 15843

STATE OF MAINE
AROOSTOOK, ss.

September 17th, 1999

Personally appeared the above named Candis Roy, Treasurer, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said body corporate.

Before me,

 *Debra Schillinger*
Debra Schillinger Notary Public
Comm. Exp 4-21-2001

RECEIVED AROOSTOOK, SS

ATTEST: *Mary C Bennett*
REGISTER OF DEEDS

PATRICK E. HUNT, RA. - ATTORNEY AT LAW

R. O. BOX 130 - ISLAND FALLS, MAINE 04747 - TEL. (207) 463-2285 - FAX (207) 463-2228

BK03337 Pg265 15842
11-01-1999 @ 10:38a

QUITCLAIM DEED

Jay R. McLaughlin of Route 116 Woodville, Penobscot County, State of Maine, for consideration paid grants to Steven Campbell of Thompson Settlement Road, Town of Oakfield, County of Aroostook, State of Maine with QUITCLAIM COVENANTS

A certain piece or parcel of real estate situated in the Town of Oakfield, County of Aroostook and State of Maine, bounded and described as follows, to wit:

Lot 94 according to the Survey of Township 5 Range 3 by Burleigh and Cooney, 1859, and recorded in the Southern District of the Aroostook Registry of Deeds, Plans 4, Page 20; said premises further being described as lot 7B on Tax Map 5 of the James W. Sewall Company Tax Maps prepared for the Town of Oakfield and on file in the Town office of said Oakfield.

Excepting and reserving, however, those premises conveyed by Warranty Deed from J. Darrell Toner and John C. Sorrell to J. Darrell Toner and recorded in said Registry in Vol. 2257, Page 16, bounded and described as follows:

A certain piece or parcel of real estate situated in the Town of Oakfield, County of Aroostook, state of Maine and being a part of Lot numbered ninety-four(94) according to the survey of Township 5, Range 3 by Burleigh and Cooney, 1859, and recorded in the Southern District of the Aroostook Registry of Deeds in Book of Plans 4, Page 20, bounded and described as follows, to wit:

Commencing at the point of intersection of the north line of Lot numbered ninety-four (94) and the westerly right-of-way line of a road; thence in a southerly direction one hundred ninety-five (195) feet along the westerly right-of-way line of said road to a point; thence in a westerly direction and parallel to the north line of said Lot numbered ninety-four (94) two thousand one hundred (2100) feet, more or less, to the west line of said lot numbered ninety-four (94); thence in a northerly direction along the west line of said Lot numbered ninety-four (94) one hundred ninety-five (195) feet to the northwest corner of said Lot numbered ninety-four (94); thence in an easterly direction along the north line of said Lot numbered ninety-four (94) two thousand one hundred (2100) feet, more or less, to the point and place of beginning, containing 9.4 acres, more or less.

Being the same premises conveyed by Warranty Deed dated March 20, 1990 from J. Darrell Toner and John C. Sorrell to John C. Sorrell and F. H. Dicks, III and recorded in said registry in Vol. 2257, Page 18.

Also excepting and reserving to the Grantor the southerly half of this lot described as Lot 7B on Tax Map 5 of the tax maps of the Town of Oakfield and further described as follows:

Printed

BK03337 Pg266 15842

Commencing at the point of intersection of the southeastern corner of the premises conveyed by warranty deed dated March 20, 1990 from J. Darrell Toner and John C. Sorrell to John C. Sorrell and F. H. Dicks, III and recorded in said registry in vol. 2257 page 18 also described on the Oakfield tax maps as lot numbered 7C map 5 and the westerly right-of-way line of a road; thence in a southerly direction one thousand two hundred and ten (1210) feet along the westerly right-of-way line of said road to the point of beginning; thence in a westerly direction and parallel to the north line of lot being conveyed described as lot # 7B on tax map 5 of the town of Oakfield a distance of two thousand one hundred feet (2100); more or less, to the west line of said lot 7B on tax map 5; thence in a southerly direction to a point at the intersection of the northerly boundary of the right-of-way line of a road; thence in a easterly direction along the northerly right-of-way line of said road to a point at the intersection of the westerly right-of-way line of a road; thence in a northerly direction along westerly right-of-way line of said road to the point of beginning.

IN WITNESS WHEREOF, Jay R. McLaughlin has hereunto set his hand and seal this

10 day of September 1999.

Signed, Sealed and Delivered
in the presence of

Steven Campbell
Witness

Jay R. McLaughlin
Jay R. McLaughlin



Personally appeared the above-named Jay R. McLaughlin and acknowledged the foregoing instrument to be his free act and deed.

Before me, 9/16/99
Debra Schilling
Notary of Public

RECEIVED AROOSTOOK, SS

Debra Schilling
Notary of Public
Comm Exp
4-21-2001

ATTEST: Mary C Bennett
REGISTER OF DEEDS



Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Delaite Trucking Inc.
Their successors and assigns
PO Box 410
Lincoln, ME 04457

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the right, but not the obligation to survey the

Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on May 30, 2008.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

DATED at LINCOLN, MAINE this
18 day of DEC, 2008.

Delaite Trucking Inc.

Richard DeLaitte
Name: RICHARD DELAITE
Title: PPRS.

STATE OF Maine)
COUNTY OF Penobscot) ss.:

On this 18 day of Dec, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard DeLaitte Sr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Joanne Gilpatrick
Notary Public

JOANNE A. GILPATRICK
Notary Public, Maine
My Commission Expires February 5, 2012

Exhibit A

Warranty Deed - Book 2604, Page 293

Deed - Book 1611, Pages 207-212

Received
ARDSTOCK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Irving Woodlands LLC, as agent for
Aroostook Timberlands, LLC
Their successors and assigns
c/o J. D. Irving, Limited
300 Union Street
P. O. Box 5777
Saint John, New Brunswick E2L 4M3

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02110

PROPERTY:

That certain portion of the lot or parcel of land situated in Oakfield, Aroostook County, Maine, shown on the Town of Oakfield Tax Maps as Map 6, Lot 1, which portion is depicted as a shaded area marked "Property" on Exhibit A attached hereto and made a part hereof, and which portion is part of the lands described in a deed to Lessor recorded in the Aroostook County (Southern District) Registry of Deeds in Book 3244, Page 117.

PREMISES:

Lessor leases to Lessee portions of the Property for the purposes described in the Lease. Lessee's leasehold interest includes the right to use and develop a portion of the Property preliminarily depicted as "Premises" on the map attached hereto as Exhibit A for the purposes described in the Lease and grants certain easement rights in the Property for the term of the Lease. The Premises and the Property shall be surveyed and may be redefined in accordance with the Lease.

TERM OF LEASE:

The Lease shall be for an initial term of twenty seven (27) years and shall commence on October 28, 2010.

EXTENSION TERM:

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

[Intentional end of page.]

MRE
DH

Exhibit to Memorandum of Lease:

Exhibit A: Depiction of Property and Premises

ma
DH



Legend
[Cross-hatch pattern] Premises
[Diagonal line pattern] The Property

Map 6, Lot 1

Exhibit A

0 2,000 Feet

Received
AR008700K-99
PATRICIA F BROWN, REGISTER

MH
24

PRELIMINARY MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Roger Hagan

Their successors and assigns
155 Porter Settlement Rd

Houlton, ME 04730

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on [_____] (effective date of lease)_____].

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

DATED at Houlton, Maine, 1st ~~of~~ June, 2008.

Exhibit A

Warranty Deed – Book 2658, Page 312

Municipal Quitclaim Deed– Book 2821, Page 133

Quitclaim Deed– Book 3661, Page 242-244

BK2821PG 133

011489

MUNICIPAL QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That the Inhabitants of the Municipality of Oakfield, a body corporate, located at Oakfield, County of Aroostook and State of Maine,

for consideration paid,

releases to Roger Hagan unmarried of R #4, Box 880 Houlton, Maine, and Lorrie Sanderson of Houlton, Maine the following described real estate situated in Oakfield, in said County and State, and described as follows, to wit:

The following described real estate situated in Oakfield, in said Aroostook County and State of Maine more particularly described as follows: Said real estate bounded on the North by land now owned by the Great Northern Paper Co.; on the East by the Browns Road, so called; on the West by land owned by Roger Hagan and Lorrie Sanderson; on the South by land owned by Roger Hagan and Lorrie Sanderson.

Being the same premises as the parcel of land identified on the Oakfield Tax Maps as Map 6, Lot 3A. Said maps prepared by Eastern Mapping Services 1 April 1984.

The purpose of this deed is to release any interest the grantor may have in the foregoing property by virtue of taxes assessed thereon for all tax years prior to 1985.

IN WITNESS WHEREOF, the said Inhabitants of the Municipality of Oakfield have cause this instrument to be sealed with its corporate seal and signed in its corporate name by its Selectmen and its Treasurer thereunto duly authorized, this 18th day of July, 1985 A.D.

Witness:

Carl P. Hall

INHABITANTS OF THE MUNICIPALITY
OAKFIELD

Catherine A. Brown
Catherine A. Brown, Treasurer

James Sholler
James Sholler, Selectman

Cecil Scherer
Cecil Scherer, Selectman

Bk 3661 Pg 242 #7466
05-21-2002 @ 10:58a

QUITCLAIM DEED

I, **LORRIE R. SANDERSON, a/k/a LORIE R. SANDERSON**, of Lincoln, County of Penobscot and State of Maine, for consideration paid, grant to **ROGER D. HAGAN**, of New Limerick, County of Aroostook and State of Maine, with **QUITCLAIM COVENANTS**,

Certain pieces or parcels of real estate, together with the buildings thereon, situate in Oakfield, County of Aroostook and State of Maine, described as follows, to wit:

PARCEL ONE: A certain lot or parcel of land, together with the buildings thereon, situate in Oakfield, County of Aroostook and State of Maine, being a part of Lot Ninety-Seven (97) in said Oakfield, and being bounded and described as follows:

Beginning at a point where the south line of said Lot Ninety-Seven (97) is intersected by the east line of a certain road crossing the southwest corner of said lot; thence northwesterly along the easterly side line of said road for a distance of four hundred (400) feet to a point; thence easterly on a line parallel with the south line of said Lot Ninety-Seven (97) for a distance of five hundred (500) feet to a point; thence southeasterly on a line parallel with the east line of said road for a distance of four hundred (400) feet, more or less, to the south line of said Lot Ninety-Seven (97); thence westerly along the south line of said lot five hundred (500) feet, more or less, to the east line of said road and place of beginning.

Excepting and reserving from the herein described premises that certain parcel of land conveyed by Charles E. Marshall and Betty J. Marshall to Gary F. Gallop et als by Warranty Deed dated September 16, 1980 and recorded in Vol. 1499, Page 346 of the Southern Aroostook Registry of Deeds.

The herein Parcel One being the same premises conveyed by Charles E. Marshall and Betty J. Marshall to Roger D. Hagan and Lorrie R. Sanderson by Warranty Deed dated November 14, 1986 and recorded in Vol. 1942, Page 1 of said Registry.

PARCEL TWO: The following described real estate situate in the Town of Oakfield, County of Aroostook and State of Maine, to wit:

All of Lot Numbered Ninety-Seven (97), according to Burleigh and Coney's plan and survey of said Township made in 1858, excepting so much of said lot, together with all rights and privileges, which were conveyed to Mary E. Robbins by Alvin Batchelder and Martha E. Batchelder by deed dated March 19, 1869 and recorded in the Aroostook Registry of Deeds in Vol. 38, Page 353.

Also excepting and reserving from the above described premises the following described parcel of land together with all buildings thereon situated: Beginning at a point where the south line of said Lot Ninety-Seven (97) is intersected by the east line of a certain road crossing the

Robert Ward Esq

ROBERT F. WARD
ATTORNEY AT LAW
18 MARKET SQUARE
HOULTON, MAINE
04730-0688

southwest corner of said lot; thence northwesterly along the easterly side line of said road a distance of four hundred (400) feet to a point; thence easterly on a line parallel with the south line of said Lot Ninety-Seven (97) for a distance of five hundred (500) feet to a point; thence southeasterly on a line parallel with the east line of said road for a distance of four hundred (400) feet, more or less, to the south line of said Lot Ninety-Seven (97); thence westerly along the south line of said lot five hundred (500) feet, more or less, to the east line of said road and place of beginning.

Also excepting and reserving to Waldorf Enterprises herein all that parcel of land lying on the southwesterly side of the road, being a triangular shaped property containing 2.33 acres, more or less, and beginning at a red corner post set; thence North Twenty Degrees Seven Minutes East (N 20° 07' E) six hundred forty-seven (647) feet to a point on the road; thence generally South Eight Degrees Ten Minutes East (S 8° 10' E) along said road for approximately seven hundred twenty-five (725) feet to a point; thence North Seventy Degrees Thirty Minutes West (N 70° 30' W) three hundred fifteen (315) feet to the point or place of beginning and designated on a survey prepared by Hatfield, Randall Associates November 6, 1972.

The herein Parcel Two being the same premises conveyed by Waldorf Enterprises to Roger D. Hagan and Lorie R. Sanderson by Warranty Deed dated January 31, 1994 and recorded in Vol. 2658, Page 312 of the Southern Aroostook Registry of Deeds.

PARCEL THREE: The following described real estate situated in Oakfield, County of Aroostook and State of Maine more particularly described as follows: Said real estate bounded on the north by land now or formerly owned by the Great Northern Paper Co.; on the east by the Browns Road, so-called; on the west by land now or formerly owned by Roger Hagan and Lorie Sanderson; on the south by land now or formerly owned by Roger Hagan and Lorie Sanderson.

The herein Parcel Three being the same premises conveyed by the Inhabitants of the Municipality of Oakfield to Roger Hagan and Lorie Sanderson by Deed dated July 18, 1995 and recorded in Vol. 2821, Page 133 of said Registry.

IN WITNESS WHEREOF, I, the said LORRIE R. SANDERSON, hereby releasing all rights by descent and all other rights in the property, have hereunto set my hand and seal this 17th day of May, 2002.

Robert F. Ward
WITNESS

Lorrie R. Sanderson
LORRIE R. SANDERSON

BK 3661 Pg244 #7466

STATE OF MAINE

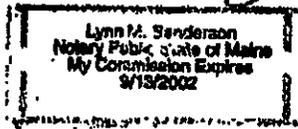
Penobscot, ss.

5/17, 2002

Personally appeared the above named **LORRIE R. SANDERSON** and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Lynn M. Sanderson



NOTARY PUBLIC
ATTORNEY AT LAW

SEAL

Received
ARODSTOCK SS
PATRICIA F BROWN, REGISTER

RECEIVED AROOSTOOK, SS

ATTEST *Mary C. Bennett*
REGISTER OF DEEDS

ROBERT F. WARD
ATTORNEY AT LAW
18 MARKET SQUARE
HOULTON, MAINE
04730-0000

MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS

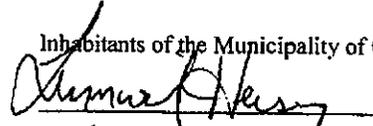
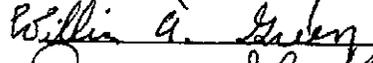
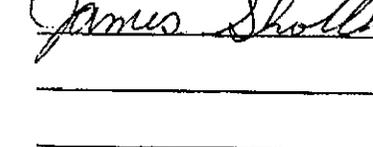
KNOW ALL PERSONS BY THESE PRESENTS THAT the Inhabitants of the Municipality of Oakfield, a body corporate and politic located in Aroostook County, State of Maine, for consideration paid, releases to Evergreen Wind Power II, LLC, a Delaware limited liability company, with a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111, all its right, title and interest in and to a certain parcel of land with buildings thereon, if any, located in the Municipality of Oakfield, Aroostook County, State of Maine described in warranty deed from Herbert C. Haynes to Robert E. Hopkins, Sr. and Robert E. Hopkins, Jr. dated October 18, 1994 and recorded in Aroostook County Registry of Deeds, Southern District, in Book 3555, Page 248, which parcel is identified as Lot Five, Map Six on the Tax Maps of the Municipality of Oakfield prepared by James W. Sewall Company and dated 1971, on file in the Town of Oakfield Municipal Office at Oakfield, Maine. The Municipality of Oakfield has acquired its interest in said parcel of land through automatic foreclosure of a lien dated June 11, 2008 recorded in Book 4587 Page 114 of the Southern Aroostook County Registry of Deeds.

The Inhabitants of the Municipality of Oakfield have caused this instrument to be signed in its corporate name by the Town of Oakfield, and its Board of Selectmen, its Municipal Officers duly authorized.

Witness our hands and seals this 30 day of June 2010.



Witness

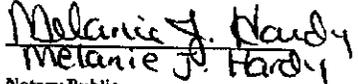
Inhabitants of the Municipality of Oakfield




Acknowledgment

State of Maine
Aroostook County

Then personally appeared before me the above-named Linnwood Hersey, Willis A. Green,
James Sholler Municipal Officers of the Municipality of Oakfield, and acknowledged the foregoing to be their free acts and deeds in their said capacities and the free act and deed of the Inhabitants of said Municipality.

Before Me,


Melanie J. Hardy
Notary Public

Print Name:

My commission expires: Nov. 3, 2013

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

David Gordon and Gladys S. Gordon
Their successors and assigns
PO Box 145, Smyrna Rd
Oakfield, ME 04763

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

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

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on the ~~Effective~~ Date of the lease: August 27th, 2008.

EXTENSION TERM:

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

RIGHTS UPON SALE:

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

NON-INTERFERENCE

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

DATED at OAKFIELD, MAINE this 8th day of Sept., 2008.

David Gordon
Lessor David Gordon

Gladys S. Gordon
Lessor Gladys S. Gordon

STATE OF Maine)
COUNTY OF AROOSTOOK) ss.:

On this ^{8th} day of Sept., 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID GORDON and Gladys Gordon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Irene Curry Notary Public

IRENE CURRY
Notary Public, Maine
My Commission Expires May 19, 2011

Exhibit A

Warranty Deed – Book 1456, Pages 258-260

Paxson
Gordon

81456 16259

WARRANTY DEED

JOHN H. PAXSON, JR. and ALICE S. PAXSON, husband and wife, both of RD # 6, Cattyeburg, Pennsylvania 17325, for consideration paid, grants to DAVID J. GORDON and CLADY S. GORDON, husband and wife, both of Lincoln, County of Arrostook and State of Maine, as Joint Tenants, with WARRANTY COVENANTS,

The following described real estate situated in Oakfield, County of Arrostook and State of Maine, together with the buildings thereon, to wit:

PARCEL I: All of lot numbered forty-eight (48) in Township five (5) Range three (3), west from the east line of the State, as per survey and plan of Parker F. Burleigh and J. E. S. Conroy, surveyors, made and returned to the Land Office Maine in 1858, excepting and reserving the following: A parcel of about two (2) acres in the northeast corner thereof occupied and used by the Town of Oakfield as a cemetery; a strip of the west side thereof, containing about one (1) acre, over which said Town has built a Town way; and a parcel of one acre on the north side thereof fronting on the main road reserved by Ira A. and Madeline F. Moore.

PARCEL II: The south half of lot numbered forty-nine (49) in said Township five (5), Range three (3), as per the said survey and plan of Parker F. Burleigh and J. E. S. Conroy, containing sixty-six and one-fourth (66 1/4) acres, more or less.

Excepting and reserving from Parcel II above, those premises that were conveyed to Ira A. Moore et ux by Reginald C. Eastman et ux by deed dated July 28, 1873 and recorded in said Registry in Vol. 1131, Page 444.

Also excepting and reserving the following described real estate, together with the buildings thereon, situated in Oakfield, County of Arrostook and State of Maine and being a part of Lot numbered Forty-Eight (48) and of Lot numbered Forty-Nine (49) in Township Five (5), Range Three (3), N.H.L.S., (now called said Oakfield), bounded and described as follows, to wit: Commencing at the point of intersection of the southerly sideline of the Oakfield Ridge to Thompson Settlement Road, un-called, and of the West line of the afore-said lot numbered Forty-eight (48); thence South eighteen degrees West (S 18° W); and along the said westerly line of lot numbered Forty-eight (48), for a distance of one thousand five hundred seventy-five (1575) feet, more or less, to a point; thence South seventy-two degrees East (S 72° E) for a distance of one thousand two hundred twenty-eight (1228) feet, more or less, to a point; thence North eighteen degrees East (N 18° E), and parallel to the first bound hereof, for a distance of five hundred fifty (550) feet, more or less, to a point; thence South twenty-two degrees East (S 22° E) for a distance of seven hundred (700) feet, more or less, to a point; thence North eighteen degrees East (N 18° E) for a distance of four hundred sixty-four (464) feet, more or less, to a point; thence

David J. Gordon
Clady S. Gordon
1980

JOHN AND CONROY
APPRAISERS AT LAW
MAINE

M1458 PG259

North seventy-two degrees West (N 72° W), and along an old fence and spotted line, for a distance of four hundred eighty-five (485) feet, more or less, to a point; thence North eighteen degrees East (N 18° E) for a distance of one thousand four hundred seventy-six (1476) feet, more or less, to the southerly side line of the above-said Oakfield Ridge to Thompson Settlement Road; thence South seventy-three degrees thirty minutes West (S 73° 30' W), and along the southerly side line of said road, for a distance of one hundred seventy-three and five-tenths (173.5) feet to a point; thence North eighteen degrees East (N 18° E), crossing said road and along the westerly line of a town of Oakfield cemetery, for a distance of two hundred fifty (250) feet, more or less, to a point, which point is two hundred (200) feet northerly of the northerly sideline of said Road; thence South-westerly, and parallel to said Oakfield Ridge to Thompson Settlement Road, for a distance of one thousand five hundred (1500) feet, more or less, to the aforementioned westerly line of said lot numbered Forty-Eight (48); thence South eighteen degrees West (S 18° W), and along the westerly line of said lot numbered Forty-Eight (48) for a distance of two hundred fifty (250) feet, more or less, to the point of beginning.

Also hereby conveying to David I. Gordon and Gladys S. Gordon, their heirs and assigns, a right of way, in common with Melvin R. Wininger and Carolyn C. Wininger, their heirs and assigns, for travel on foot and with all manner of ordinary vehicles, over and across the farm road, as it now exists, leading from the said Oakfield Ridge to Thompson Settlement Road to the southeasterly portion of said lot numbered Forty-Eight (48) in said Oakfield; the right of way herein to provide access to that portion of lot numbered Forty-Eight (48) situated southerly of the southermost line of the above-described and herein conveyed premises.

Also hereby conveying to David I. Gordon and Gladys S. Gordon, their heirs and assigns, a right of way, in common with Melvin R. Wininger and Carolyn C. Wininger, their heirs and assigns, for travel on foot and with all manner of ordinary vehicles, along the easterly boundary of the above-described and herein conveyed premises; and right of way to be one (1) rod in width and bounded and described as follows, to wit: Commencing at the point of intersection of the southerly sideline of the Oakfield Ridge to Thompson Settlement Road, so-called, and of the easterly boundary of the above-described herein conveyed premises; thence South eighteen degrees West (S 18° W) for a distance of one thousand four hundred seventy-six (1476) feet to a point; thence South seventy-two degrees East (S 72° E), and along an old fence and spotted line, for a distance of four hundred eighty-five (485) feet to land of the hereinabove described and conveyed premises; thence South eighteen degrees West (S 18° W) for a distance of sixteen and five-tenths (16.5) feet to a point; thence North seventy-two degrees West (N 72° W), and parallel to the second bound line, for a distance

JOHN W. GORDON
 ATTORNEY AT LAW
 1001 1/2 W. 10th St.

PK1456 PG260

of five hundred one and five-tenths (501.5) feet to a point; thence North eighteen degrees East (N 18° E) and parallel to the first bound hereof, to the southerly sideline of the said Oakfield Ridge to Thompson Settlement Road; thence North seventy-three degrees thirty minutes East (N 73° 30' E), and along the southerly sideline of said road, for a distance of sixteen and five-tenths (16.5) feet to the point of beginning.

This conveyance is subject to any rights of the public or any government body in and to the town ways and town roads over and across the above-said premises.

Meaning and intending hereby to convey a part and part only of the same premises conveyed by Warranty Deed of Reginald C. Hartman and Yvonne Kartman to John Paxson and Alice B. Paxson dated November 16, 1975 and recorded in the Southern District of the Arrostook Registry of Deeds in Vol. 1159, Page 438.

IN WITNESS WHEREOF, John R. Paxson, Jr. and Alice B. Paxson have hereunto set their hands and seals this 22nd day of December, 1979.

Signed, Sealed and Delivered in presence of

Lud C. Seiler

John R. Paxson, Jr.
JOHN R. PAXSON, JR.

Lud C. Seiler

Alice B. Paxson
ALICE B. PAXSON

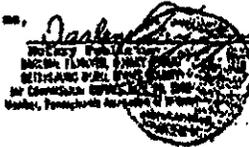
STATE OF PENNSYLVANIA

Adverse Copy: 28.

December 27th, 1979

Personally appeared the above named JOHN R. PAXSON, JR. and acknowledges the above instrument to be his free act and deed.

before me,



My commission expires: 11-20-82

ARROSTOOK, ss. Received December 27, 1979 at 2h 9m P.M.

Received
ARROSTOOK SS
PATRICIA F BROWN-REGISTER

4/13/10 ver.2

(CORRECTIVE)
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Darrin P. Crane
Michelle R. Crane
Their successors and assigns
902 White Settlement Road
Hodgdon, ME 04730

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street
Suite 500
Boston, MA 02111

PROPERTY:

The Lessors are owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of facilities, including operations and maintenance facilities, substation, infrastructure and substructures, including electrical energy measuring and related equipment, access roads, utility wires, poles, cables, conduits and pipes (said demised premises, which encompasses all of the Property (other than that excluded in the Lease), including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

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

DATE AND TERM OF LEASE: The Lease shall be for an initial term of twenty seven (27) years and shall commence on August 28, 2008.

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

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

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

COUNTERPART: This Corrective Memorandum may be executed in one or more counterparts by some or all of the parties hereto, each of which counterpart shall be an original and all of which together shall constitute a single Corrective Memorandum.

CORRECTIVE NATURE: The purpose of this Corrective Memorandum of Lease ("Corrective Memorandum") is to amend that certain Memorandum of Lease ("MOL") between Lessor and Lessee, recorded on December 5, 2008 in Book 4653, Page 192 in the Southern Aroostook County Registry of Deeds and confirm and correct the legal description of the Property and Premises which is the subject of the Lease, as amended by First Amendment to Land Lease Agreement of

even date herewith. The exhibit to this Corrective Memorandum (and the references to the exhibit to this Corrective Memorandum contained herein) shall replace, correct and supersede the Exhibit A attached to the MOL, but shall otherwise leave the MOL in full force and effect, as amended by this Corrective Memorandum.

DATED this 12 day of May, 2010.

Darrin P. Crane
Darrin P. Crane

Michelle R. Crane
Michelle R. Crane

STATE OF Maine)

COUNTY OF Androscoggin) ss.:

On this day of May, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared DARRIN P. CRANE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same as his free act and deed.

Robert C. Murphy
Notary Public Comm Exp 11/12/13

STATE OF Maine)

COUNTY OF Androscoggin) ss.:

On this day of May, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHELLE R. CRANE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she executed the same as her free act and deed.

Robert C. Murphy
Notary Public Comm Exp 11/12/13

CORRECTED

Exhibit A
To Crane Memo of Lease

The Property

Property described in the following seven (7) deeds:

1. Deed dated June 19, 2001 and recorded in the Southern Aroostook County Registry of Deeds at Book 3525, Page 108, which is incorporated herein by reference;
2. Deed dated February 7, 2008 and recorded in said Registry of Deeds at Book 4547, Page 329, which is incorporated herein by reference;
3. Deed dated May 12, 2009 and recorded in said Registry of Deeds at Book 4704, Page 178, which is incorporated herein by reference;
4. Deed dated August 19, 2009 and recorded in said Registry of Deeds at Book 4742, Page 94, which is incorporated herein by reference;
5. Deed dated August 17, 2009 and recorded in said Registry of Deeds at Book 4742, Page 96, which is incorporated herein by reference;
6. Deed dated October 17, 2009 and recorded in said Registry at Book 4762, Page 203, which is incorporated herein by reference; and
7. Deed dated November 30, 2009 and recorded in said Registry at Book 4776, Page 228, which is incorporated herein by reference.

And, as described, confirmed and granted by Final Judgment, Docket No. Housc-RE-09-009, recorded in said Registry at Book 4807, Page 209, which is incorporated herein by reference.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Darrin P. Crane and Michelle R. Crane
Their successors and assigns
902 White Settlement Road
Hodgdon, ME 04730

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

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

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

the right, but not the obligation to survey the Property and the Premises to identify the as-built location of any improvements.

TERM OF LEASE: Lease shall be for an initial term of twenty seven (27) years and shall commence on the Effective Date.

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

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

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

DATED at 382 North St., Hullton, ME 04730 this
22nd day of August, 2008.

D. Crane
Lessor Darrin P. Crane
Michelle Crane
Michelle R. Crane

STATE OF MAINE)

COUNTY OF Androscoggin) ss.:

On this 21 day of August, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared DARRIN & Michelle Crane, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Bert C. Dunphy
Comm Exp 10/04/13 Notary Public

Bert C. Dunphy

Exhibit A

Quitclaim Deed – Book 3525, Page 108

Bk 3525 Pg 108 #8719
06-22-2001 @ 11:06a

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that ROGER H. CRANDALL and ELAINE C. CRANDALL, husband and wife, both of Oakfield, County of Aroostook and State of Maine, for consideration paid, grants to DARRIN P. CRANE, of Houlton, County of Aroostook and State of Maine, with QUITCLAIM COVENANTS, the following described property:

The following described real estate with the buildings thereon, to wit: All the North half of lot numbered forty-nine (49) in Oakfield, in the County of Aroostook, and State of Maine, according to a plan and survey made by Bursleigh and Cone, containing in said north half sixty-six and one fourth (66 1/4) acres, more or less. Reserving however, that certain parcel of real estate described in a deed of Martha Fisher to Olive Drew and recorded in the Aroostook Registry of Deeds in Volume 184, Page 44.

Being the same premises conveyed to Roger H. Crandall and Elaine C. Crandall by Quitclaim Deed of Katahdin Trust Company dated April 1, 1960.

The Grantor herein, Elaine C. Crandall, hereby reserves a life estate in all of the property conveyed herein.

2001. WITNESS our hand and seal this 19 day of June 2001

Valerie Peltier
WITNESS

Roger H. Crandall by
Elaine C. Crandall
ROGER H. CRANDALL, by
ELAINE C. CRANDALL, his Attorney-in-Fact

Valerie Peltier
WITNESS



Elaine C. Crandall
ELAINE C. CRANDALL

STATE OF MAINE
AROOSTOOK, ss:

June 19, 2001

Personally appeared the above-named ROGER H. CRANDALL, by ELAINE C. CRANDALL, his Attorney-in-Fact and ELAINE C. CRANDALL, and acknowledged the foregoing instrument, by them signed, to be their free act and deed.

Before me,



Harriet L. Thomas
NOTARY PUBLIC/ATTORNEY AT LAW

RECEIVED AROOSTOOK, SS

MY COMMISSION EXPIRES: June 1 2007

ATTEST: Mary C. Blomquist
REGISTER OF DEEDS 400 STATE STREET - PRESQUE ISLE, MAINE 04769

MARJORIE F. PETERSON
Notary Public, Maine
My Commission Expires June 1, 2007

Handwritten note: Howard Eagles, Bishop - 000344 311 - Orelle -

Received
AROOSTOOK, SS
PATRICIA F. BROWN, REGISTER

Bk 4653 Pg 233 #14587
12-05-2008 @ 01:32P

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

Duane & Bonita Quint
their successors and assigns
552 Walker Rd
Hodgdon, ME 04730

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE: Lease shall be for an initial term of twenty seven (27) years and shall commence on the [Effective Date of the lease].

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

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

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

DATED at Hodgdon, Maine this 26 day of March, 2008.

Dwaine P. Quint
Lessor Dwaine Quint
Bonita L. Quint
Bonita L. Quint

STATE OF Maine)
COUNTY OF Arroostook) ss.:

On this 14 day of March, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Dwaine & Bonita Quint, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

James D. Griffin
James D. Griffin Notary Public

Exhibit A

Warranty Deed – Book 3214, Page 016

BK3214PG 016

017507

WARRANTY DEED

CHARLES J. LOIACONO, and FRANCES M. LOIACONO, Husband and Wife, and both having a mailing address of 57 Haverford Road, Hicksville, County of Nassay, and State of New York, for consideration paid, grant to DUANE A. QUINT and BONITA L. QUINT, Husband and Wife, and both having a mailing address of RR#4, Box 2220, Houlton, County of Aroostook, and State of Maine, with WARRANTY COVENANTS, as JOINT TENANTS:

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

Being part of Lot 51 according to survey and plan made in 1858 by Parker P. Burleigh and J.E.S. Coney, Surveyors, excepting and reserving a parcel off from the northwest corner of said Lot 51 bounded as follows: Beginning at the northwest corner of said Lot 51 and running east along the north line of said lot, 12 rods, thence south 12 rods to a stake, thence west parallel with said north line 12 rods to the traveled highway; thence north along said road 12 rods to the place of beginning, containing 144 square rods, more or less.

Said real estate all being described as bounded as follows, to wit: on the north by land of Kenneth Crandall; on the east by Carl Spaulding; on the south and west by the main road, known as the Drew Road.

1 of 1

EXCEPTIONS

Excepting, however the easement conveyed to the Continental Telephone Company of Maine by the Grant of Easement Deed of Charles Loicono dated December 21, 1978 and recorded in Volume 1401, Page 144, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

Excepting, however those premises conveyed to Rodney W. Swallow by the Warranty Deed of Charles Loicono and Francis Loiacono dated September 16, 1996 and recorded in Volume 2992, Page 309, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

And, being part and part only, of the same premises conveyed to the Grantors by the Warranty Deed of Halden Swallow dated December 29, 1975, and recorded in Volume 1216, Page 193 at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

WITNESS our hands and seals this 24 day of November, 1998.

30

PATRICK E. HUNT, RA.
ATTORNEY AT LAW
P. O. BOX 150
AND FALLS, MAINE 04747
TEL. (207) 463-2286
FAX (207) 463-2286

Elizabeth Volpe
WITNESS

Charles J. Loiacono
Charles J. Loiacono

Jan Jan
WITNESS

Frances M. Loiacono
Frances M. Loiacono

STATE OF NEW YORK
NASSAY, ss.

November 24, 1998

Personally appeared the above named Charles J. Loiacono, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

DEBBIE DeLOUISE
NOTARY PUBLIC, State of New York
No. 010E5058527
Qualified in Nassau County
Commission Expires April 8, ~~1999~~
2000

Debbie DeLouise
Notary Public

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

TRICK E. HUNT, PA.
ATTORNEY AT LAW
P.O. BOX 180
MILLS, MAINE 04747
TEL. (207) 463-2266

RECEIVED AROOSTOOK, SS
98 DEC -3 PM 2:22 33

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS
Duane & Bonita Quint
their successors and assigns
552 Walker Rd
Hodgdon, ME 04730

LESSEE
Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 -- 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

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the right, but not the obligation to survey the Property and the Premises to identify the as-built location of the Improvements.

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

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

DATED at Hadadon, Maine this 26 day of March, 2008.

Dyane Quint
Lessor Dyane Quint
Bonita L. Quint
Bonita L. Quint

STATE OF Maine)
COUNTY OF Arroostook) ss.:

On this 6 day of march, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Dyane + Bonita Quint, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

James D. Griffin
James D. Griffin Notary Public

Exhibit A

Warranty Deed – Book 3214, Page 016

BK3214PG 016

017507

WARRANTY DEED

CHARLES J. LOIACONO, and FRANCES M. LOIACONO, Husband and Wife, and both having a mailing address of 57 Haverford Road, Hicksville, County of Nassay, and State of New York, for consideration paid, grant to DUANE A. QUINT and BONITA L. QUINT, Husband and Wife, and both having a mailing address of RR#4, Box 2220, Houlton, County of Aroostook, and State of Maine, with WARRANTY COVENANTS, as JOINT TENANTS:

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

Being part of Lot 51 according to survey and plan made in 1858 by Parker P. Burleigh and J.E.S. Coney, Surveyors, excepting and reserving a parcel off from the northwest corner of said Lot 51 bounded as follows: Beginning at the northwest corner of said Lot 51 and running east along the north line of said lot, 12 rods, thence south 12 rods to a stake, thence west parallel with said north line 12 rods to the traveled highway, thence north along said road 12 rods to the place of beginning, containing 144 square rods, more or less.

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1 of 1

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Excepting, however those premises conveyed to Rodney W. Swallow by the Warranty Deed of Charles Loicono and Francis Loiacono dated September 16, 1996 and recorded in Volume 2992, Page 309, at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

And, being part and part only, of the same premises conveyed to the Grantors by the Warranty Deed of Halden Swallow dated December 29, 1975, and recorded in Volume 1216, Page 193 at the Southern Aroostook County Registry of Deeds in Houlton, Maine.

WITNESS our hands and seals this 24 day of November, 1998.

30

PATRICK E. HUNT, RA.
ATTORNEY AT LAW
R.O. BOX 130
D FALLS, MAINE 04747
TEL. (207) 463-2288
FAX (207) 463-2226

Elizabeth Sheehan
WITNESS

Charles J. Loiacono
Charles J. Loiacono

Jan Jan
WITNESS

Frances M. Loiacono
Frances M. Loiacono

STATE OF NEW YORK
NASSAY, ss.

November 24, 1998

Personally appeared the above named Charles J. Loiacono, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

DEBBIE DeLOUISE
NOTARY PUBLIC, State of New York
No. 010E5058527
Qualified in Nassau County
Commission Expires April 8, ~~1999~~
2000

Debbie DeLouise
Notary Public

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

TRICK E. MUNT, RA.
ATTORNEY AT LAW
P.O. BOX 190
NASSAU, MAINE 04747
TEL. (207) 463-2266

RECEIVED AROOSTOOK, SS
98 DEC -3 PM 2:22 33

AGREEMENT OF EXCHANGE

THIS AGREEMENT OF EXCHANGE (this "Agreement") is made and entered into this 9th day of Aug, 2010 (the "Effective Date"), by and between Rodney Swallow, having a mailing address at 10 South Street, Houlton, Maine, 04730 (hereinafter referred to as "Swallow") and Evergreen Wind Power II, 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, (hereinafter referred to as "First Wind"). Swallow and First Wind are each referred to individually as a Party collectively as the Parties. The Parties may also be generically referred to as Seller or Purchaser, in which instance the applicable definition shall apply.

WHEREAS, Swallow owns that certain property more particularly described on Exhibit A attached hereto (the "Swallow Parcel").

WHEREAS, First Wind owns that certain property more particularly described on Exhibit B attached hereto (the "First Wind Land"). The Swallow Parcel and the First Wind Land are, collectively, hereinafter referred to as the "Properties" and individually as a "Property."

WHEREAS, Swallow desires to acquire from First Wind, and First Wind agrees to convey to Swallow, a portion of the First Wind Land, more particularly described on Exhibit C attached hereto (the "First Wind Portion").

WHEREAS, as consideration for First Wind's conveyance of a portion of the First Wind Land, Swallow will convey to First Wind the Swallow Parcel.

NOW THEREFORE, for good and valuable consideration received, the receipt and sufficiency is hereby acknowledged, the Parties agree as follows:

1. TITLE:

- a. Title to the Properties shall be conveyed by each Party in fee simple, with good and marketable title thereto, free and clear of all liens, encumbrances, and title defects; provided, the First Wind Portion will be conveyed subject to the matters listed in Schedule B to First Wind's owner's title policy (Stewart Title policy # O-9301-001302505), which matters shall not be considered defects ("Permitted Matters").
- b. In the event that the record title to either of the Properties should prove to be defective at the Closing, the Party alleging a title defect shall notify the other Party of such fact and that Party shall have a reasonable period of time, but in no event longer than thirty (30) days, to, at its expense, make every reasonable effort to cure the objectionable title defects. If that Party fails to cure the objectionable title defects during said thirty (30) day period, the Party alleging a title defect may, at its option, either: (i) cure any such defect and 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 Effective Date, neither Party shall not grant or convey any easement, lease, license, permit, lien or any other legal or beneficial interest in or to or encumbering the Properties.

2. CLOSING:

- a. The closing (the "Closing") shall take place at 10:00 a.m. on the first business day that is at least one hundred twenty (120) days after the date upon which the wind energy project contemplated to be constructed by First Wind achieves commercial operation, or on such earlier date as the Parties may agree. The place for Closing shall be located at 129 Middle Street, Portland, ME at the offices of First Wind, or at such other location agreed upon by the Parties.
- b. Each Party shall, on the date of Closing, execute and deliver to the other Party a good and sufficient warranty deed (the "Deeds") conveying the Properties. 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 either Party's title insurance company (including title insurance affidavits and sufficient evidence of authority). First Wind shall cause to be provided to Swallow a title insurance policy for the First Wind Portion insuring the title, including access thereto.
- c. All real estate taxes and assessments against the Properties shall be apportioned pro rata between the Parties as of the date of Closing. First Wind shall pay all fees for recording of documents necessary to clear any title defects or encumbrances and shall also pay the recording fee for the Deeds.

3. INSPECTIONS:

- a. At any time after the Effective Date, a Party, 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 a Party enters upon the Property of the other for the foregoing purposes, the entering Party will indemnify the other Party for any claim made against it for injury to person(s) or damage to property resulting from the entering Party's entry, and if the Closing does not take place as provided in this Agreement, the entering Party will indemnify the other Party for any damage to the Property caused by such entry.
- b. Each Party's obligation to close under this Agreement is contingent upon its review and approval of such inspections of the Property as are made available to it or that it may elect to conduct. Each Party's obligation to close is also contingent on First Wind's receipt of any and all permits from the *[Maine Department of Environmental Protection]* *[Land Use Regulatory Commission]* and the final resolution of any appeals thereof (the "Permit Date"). If any of the foregoing conditions are not satisfied, then Purchaser shall have the right to terminate this Agreement at any time on or before the date that is forty five (45) days after the Permit 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 3 and 9.

4. POSSESSION: Each Party shall deliver sole and undisturbed physical possession of the Properties to the other Party at the Closing, in the same condition as it now is, free of all leases, tenancies and encumbrances, subject to the rights and obligations of the parties set forth in Paragraph 12 below.

5. **WARRANTIES:** Each Party hereby represents and warrants that, as of the date of this Agreement, and on the date of Closing, the following are true and correct:
- a. Each Party is not the subject of any threatened or pending bankruptcy proceeding, or any insolvency, receivership, trusteeship or similar proceeding or arrangement.
 - b. Each Party is not a "foreign person" within the meaning of Section 1445, et seq., of the Internal Revenue Code of 1986, as amended, or any regulations promulgated thereunder.
 - c. All taxes and other assessments assessed against its Property for other than the current year have been paid.
 - d. To the best of each Party's knowledge and belief, there are no outstanding claims or litigation at law or in equity, no threatened or actual condemnation proceedings, and no pending proceedings before any commission or other administrative or regulatory authority relative to the Property, or threatened against that Party relative to the Property.
 - e. To the best of each Party's knowledge and belief, there are no underground tanks on its Property.

It shall be a condition of each Party's obligation to close under this Agreement that all warranties and representations made by the other Party hereunder are true, both as of the date hereof and as of the Closing. Seller hereby acknowledges 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 the property if the seller is not, as of the date of closing, a resident of the State of Maine (unless the seller qualifies for an exemption or reduction from such withholding requirement).

6. **NO BROKER:** Each Party agrees to indemnify and hold harmless the other Party from any claim for a commission made by any broker or agent engaged by it in connection with this transaction. The foregoing indemnity shall include all legal fees and costs incurred in defense against any such claim.
7. **CONDEMNATION:** If, prior to the Closing, all or any part of the Properties shall be condemned by governmental or other lawful authority, the purchaser of the condemned Property shall have the option of (a) completing the purchase, in which event all condemnation proceeds or claims with respect to the Property shall be assigned to the purchasing Party, or (b) canceling this Agreement, in which event 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.
8. **DEFAULT:**
- a. In the event a selling Party fails or refuses to consummate the sale of its Property in accordance with the provisions of this Agreement for any reason constituting a default, with the purchasing Party having fully performed all of its obligations under this Agreement, the purchasing Party shall have the right to terminate this Agreement and the right to all remedies at law or in equity, including the right to specific performance of this Agreement.
9. **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

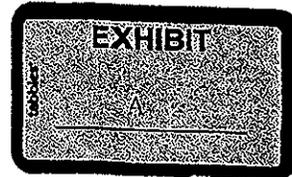
- e. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Maine.
- f. The Parties agree, upon the request of either one, to execute a memorandum of this Agreement containing the principal terms of this Agreement, other than the purchase price, sufficient for recording purposes.

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

Rodney J. Swallow
Rodney J. Swallow

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

WARRANTY DEED



Know all men by these Presents

That, we Duane and Bonnie Quint, Husband and wife, both of Walker Road, Hodgdon, Maine 04730, with warranty covenants, as joint tenants, for consideration paid, grant to Rodney Swallow of Houlton, County of Aroostook and State of Maine. The receipt thereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Rodney Swallow, his heirs and assigns forever, a certain parcel of land situated in said Oakfield, Maine. The following described real estate, to wit:

A certain parcel of real estate situated in Oakfield, and being part of Lot 51 according to the survey and plan made in 1858 by Parker P. Burleigh and J. E. S. Coney, surveyors. This parcel of land bounded and described as follows to wit: Commencing at driven iron rod on the South line of Lot 51, and being 2175' more or less east of the Southwest corner of Lot 51, thence at right angles with the South line of Lot 51, in a northerly direction 176' to a driven rod; thence at right angles easterly 125' to a driven rod, thence at right angles southerly 176' to a driven rod at the South line of Lot 51, thence westerly along said South line of Lot 51 125' to the place of beginning.

This parcel of land being part of that parcel of land in a deed, dated December 29, 1975, and recorded in the Southern Aroostook Registry of Deeds in volume 1216, Page 193.

This deed also conveys a right of way to Rodney Swallow, his heirs and assigns across Lot 51 to the above parcel of land.

In Witness Whereof, We, the said Duane and Bonnie Quint, wife of the said Duane Quint, hereby relinquishing and conveying our right and title by descent in the above described premises, for the consideration aforesaid have hereunto set our hands and seals this 20 day of Aug/01 in the year of our Lord two thousand and one.

*Swallow
10 South of Houlton*

Signed, Sealed and Delivered in
The presence of:

Duane Quint
Bonnie Quint

STATE OF MAINE
AROOSTOOK, ss.

DATE:

Personally appeared the above named Duane Quint and Bonnie Quint acknowledged the above to be his/her free act and deed.

Before me, Cheryl M. Cameron

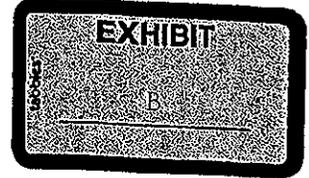
Notary Public

CHERYL M. CAMERON
Notary Public, Maine
My Commission Expires November 27, 2004



RECEIVED AROOSTOOK, SS

ATTEST: Mary C. Bennett
REGISTER OF DEEDS



SHORT FORM DEED OF SALE BY PERSONAL REPRESENTATIVE (TESTATE)

BARBARA D. EASTERLING of Jasper, Georgia, duly appointed and acting Personal Representative of the ESTATE OF KERMIT D. BURPEE, deceased (testate), as shown by the probate records of Aroostook County, Maine (and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale), by the power conferred by the Probate Code, and every other power, FOR CONSIDERATION PAID, grants to EVERGREEN WIND POWER II, LLC, with a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111, certain real property, together with any improvements thereon, located at Oakfield, Aroostook County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises").

WITNESS my hand and seal this 13th day of November, 2009.

WITNESSETH:

Melina Beach
Name:

Barbara D. Easterling, P.R.
Barbara D. Easterling
Personal Representative,
Estate of Kermit Burpee

State of Georgia
County of Pickens, ss.

11/13/, 2009

PERSONALLY APPEARED the above-named Barbara D. Easterling, Personal Representative as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity.



Before me,

Lisa Angelisanti
Print Name: Lisa Angelisanti
Notary Public
My commission expires 5/20/12

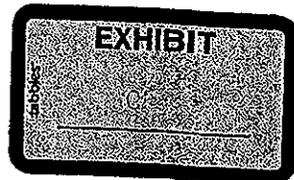
**MAINE TRANSFER
TAX PAID**

Exhibit A

Certain real estate situated in the Town of Oakfield, in the County of Aroostook and State of Maine, and described as follows, to wit: All of Town Lot Numbered Seventy (70), containing One Hundred Seventy-eight (178) acres, more or less, according to survey of 1858, and bounded as follows: On the North by land of Town of Oakfield; on the East by the North Road, so-called; on the South by land of Town of Oakfield, Bliss Small and Leonard Lougee; on the West by land of Ralph Sherman.

Being the same premises conveyed to Kermit D. Burpee by Quit Claim Deed of Sylvia Burpee, Alton Burpee, Evelyn R. Crandall, Perley Burpee, Frank Gerrish, Francena Haskell, Frank Gerrish, Jr., Madeline Bartol, Minnie Adams, Stanley Burpee, Evelyn Malone, Mary E. Burpee, Allen Burpee, Jr., Patrick Burpee, Michael Burpee, Donna Goodall, Frances Davis, and Sharon Ellis dated December 16, 1974 recorded at the Southern Aroostook Registry of Deeds in Book 1170, Page 193.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER



**Real Property Description
11.6 acre parcel
Rodney Swallow Property
Brown Road-Oakfield, Maine**

A certain lot or parcel of land with the improvements thereon situate in the Town of Oakfield, County of Aroostook, State of Maine, more particularly described as follows:

Beginning at an iron rod set 33 feet from the apparent centerline of the Brown Road;

Thence S 88° 53' 18" W through the lands of the Grantor, a distance of 459.70 feet to an iron rod set;

Thence S 00° 17' 38" E through the lands of the Grantor, a distance of 1114.10 feet to an iron rod set;

Thence S 62° 30' 47" E through the lands of the Grantor, a distance of 243.18 feet to a point on the thread of Higgins Brook;

Thence easterly by and along the thread of Higgins Brook to a point on the westerly sideline of the Brown Road;

Thence by and along the Brown Road a distance of 949.76 more or less to the point of beginning.

Containing 11.6 acres more or less.

Also conveying any interest to the Brown Road, within the extensions of the sidelines as described in the parcel above.

Reserving rights to the Brown Road by the Grantor, successors and assigns, within the extensions of the sidelines as described in the parcel above.

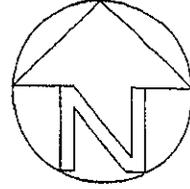
Bearings and distances are referenced to UTM Zone 19N NAD 83 US survey feet as determined by a survey conducted by Plisga & Day, Land Surveyors.

Iron rods set referenced herein are capped ¾" rebar stamped "Plisga & Day P.L.S. 2383".

Documents referenced on this plan are recorded in the Southern Aroostook County Registry of Deeds unless otherwise noted.

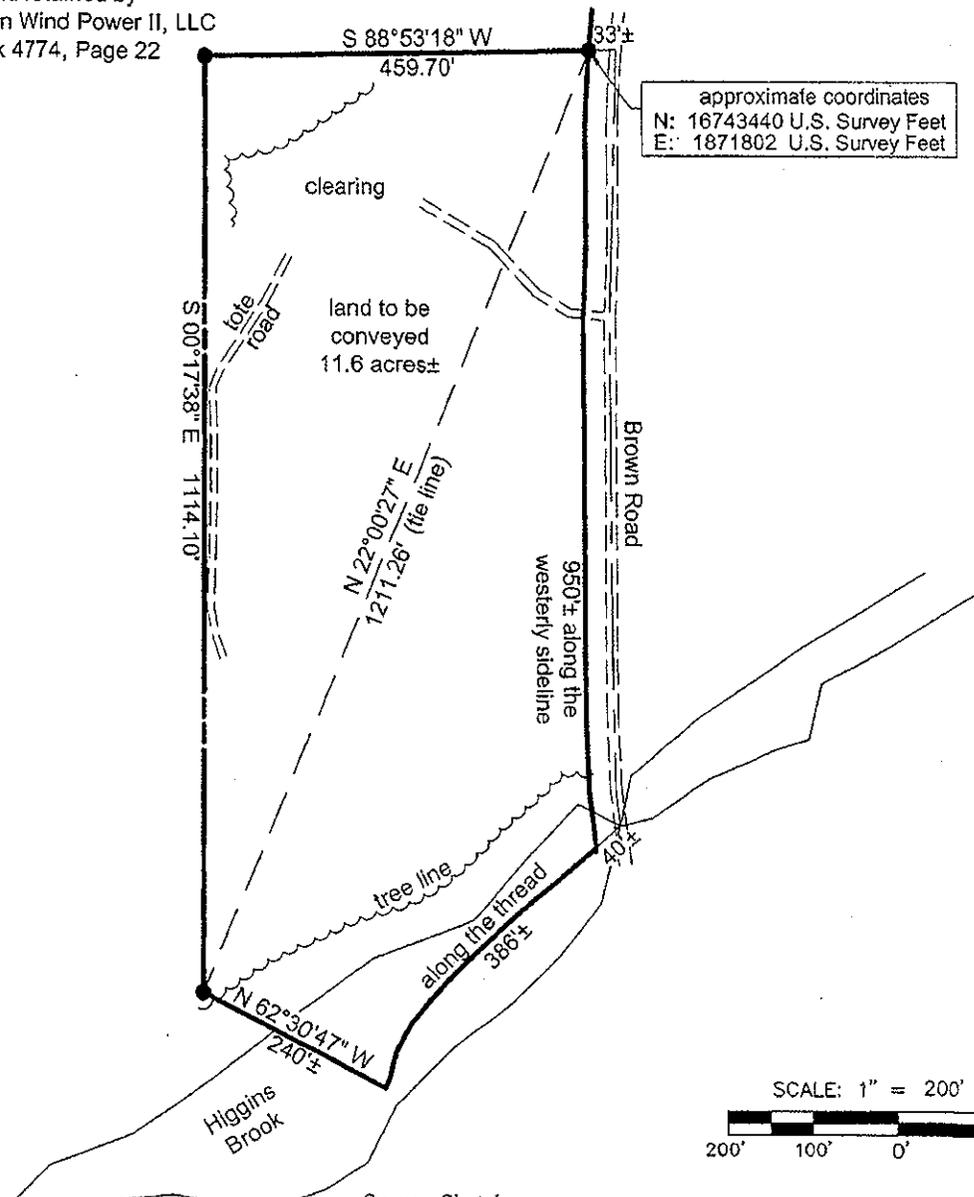
NOTES:

- (1) Documents referenced on this plan are recorded in the Southern Aroostook County Registry of Deeds unless otherwise noted.
- (2) Bearings and distances are referenced to UTM Zone 19N NAD 83 US survey feet
- (3) The status of the Brown Road is unknown.



land retained by
Evergreen Wind Power II, LLC
Book 4774, Page 22

approximate coordinates
N: 16743440 U.S. Survey Feet
E: 1871802 U.S. Survey Feet



Survey Sketch
of the
land to be conveyed by
Evergreen Wind Power II, LLC
Brown Road
Oakfield, Maine
Book 4774, Page 22

SYMBOLS LEGEND

- IRON ROD SET
- EDGE OF GRAVEL
- PROPERTY LINE

Date: June 8, 2010
Project No. 09122.02

CORRECTIVE
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Lakeville Shores, Inc. (successor to Virginia J. Haynes)
its successors and assigns
P.O. Box 96
Winn ME 04495

LESSEE

Evergreen Wind Power II, LLC
its successors and assigns
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

There are two (2) Memoranda of Lease concerning the Property and Lessee's lease thereof recorded in the Aroostook County (Southern) Registry of Deeds in Book 4658, Page 318 and Book 4783, Page 335. This Corrective Memorandum of Lease is intended to fully amend and restate those two (2) Memoranda of Lease and the Amended and Restated Land Lease Agreement to which this Corrective Memorandum of Lease refers (dated Jan. 20, 2010) is intended to and does fully amend, restate and supersede the previously existing leases of the Property. **The purpose of this Corrective Memorandum of Lease is to correct the date and term of the Lease.**

PREMISES:

Lessor is the owner of that certain real property described in Exhibit A attached hereto and which is depicted on the map attached hereto as Exhibit B (the "Property"). Lessor leases to Lessee the Property, together with the non-exclusive access right over the Property and over adjacent land of Lessor and/or over land in which Lessor has assignable rights for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 5.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

Lessee additionally shall have the right from time to time to relocate any way, road or easement (whether now developed or undeveloped) located outside the Property which is appurtenant to, provides convenient or necessary access to or otherwise belongs to or serves the Property.

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

DATE AND TERM OF LEASE: The Lease is dated as of January 20, 2010 and shall be for an initial term of twenty seven (27) years and shall commence on January 20, 2010.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

DATED at WINN, Maine this 15TH day of JULY, 2010.

LESSOR:

LAKEVILLE SHORES, INC.

Ginger E Maxwell

By: Ginger E. Maxwell
Its duly authorized Treasurer

STATE OF MAINE)

) ss.:

COUNTY OF PENOBSCOT)

On this day of JULY 15, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared GINGER E. MAXWELL, Treasurer of Lakeville Shores, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and as her free act and deed and the free act and deed of the person upon behalf of which the individual acted.

Kimberly J. Downs

Notary Public

KIMBERLY J. DOWNS
MY COMMISSION EXPIRES JULY 9, 2014

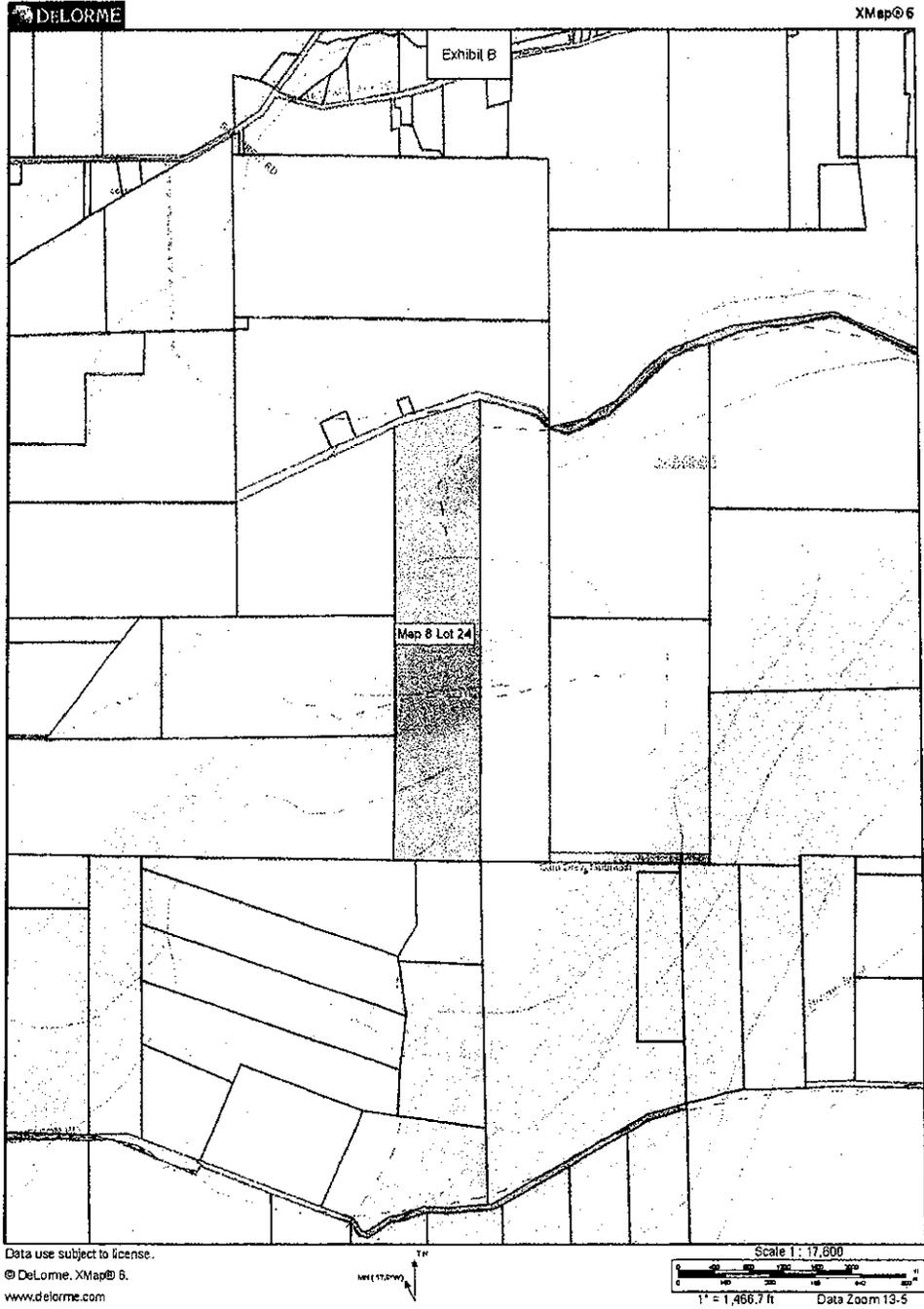
EXHIBIT A to Memorandum of Lease

THE PROPERTY

Oakfield Tax Map 8 Lot 24

Southern Aroostook County Registry of Deed Book 4762 Page 24

EXHIBIT B to Memorandum of Lease



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www.delorme.com

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

AMENDED AND RESTATED
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Lakeville Shores, Inc. (successor to Virginia J. Haynes)
its successors and assigns
P.O. Box 96
Winn ME 04495

LESSEE

Evergreen Wind Power II, LLC
its successors and assigns
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

There is a previous Memo of Lease concerning the Property and Lessee's lease thereof recorded in the Aroostook County (Southern) Registry of Deeds in Book 4658, Page 318. This Amended and Restated Memorandum of Lease is intended to fully amend and restate that memo of Lease and the Amended and Restated Land Lease Agreement to which this Amended and Restated Memorandum of Lease refers (dated Oct. 21, 2009) is intended to and does fully amend, restate and supersede the previously existing leases of the Property.

PREMISES:

Lessor is the owner of that certain real property described in Exhibit A attached hereto and which is depicted on the map attached hereto as Exhibit B (the "Property"). Lessor leases to Lessee the Property, together with the non-exclusive access right over the Property and over adjacent land of Lessor and/or over land in which Lessor has assignable rights for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 5.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

Lessee additionally shall have the right from time to time to relocate any way, road or easement (whether now developed or undeveloped) located outside the Property which is appurtenant to, provides convenient or necessary access to or otherwise belongs to or serves the Property.

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

DATE AND TERM OF LEASE: The Lease's date is October 21, 2009 and shall be for an initial term of twenty seven (27) years and shall commence on October 21, 2009.

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

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

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

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(Oakfield – Lessor: Lakeville Shores, Inc.)

EXHIBIT A to Memorandum of Lease

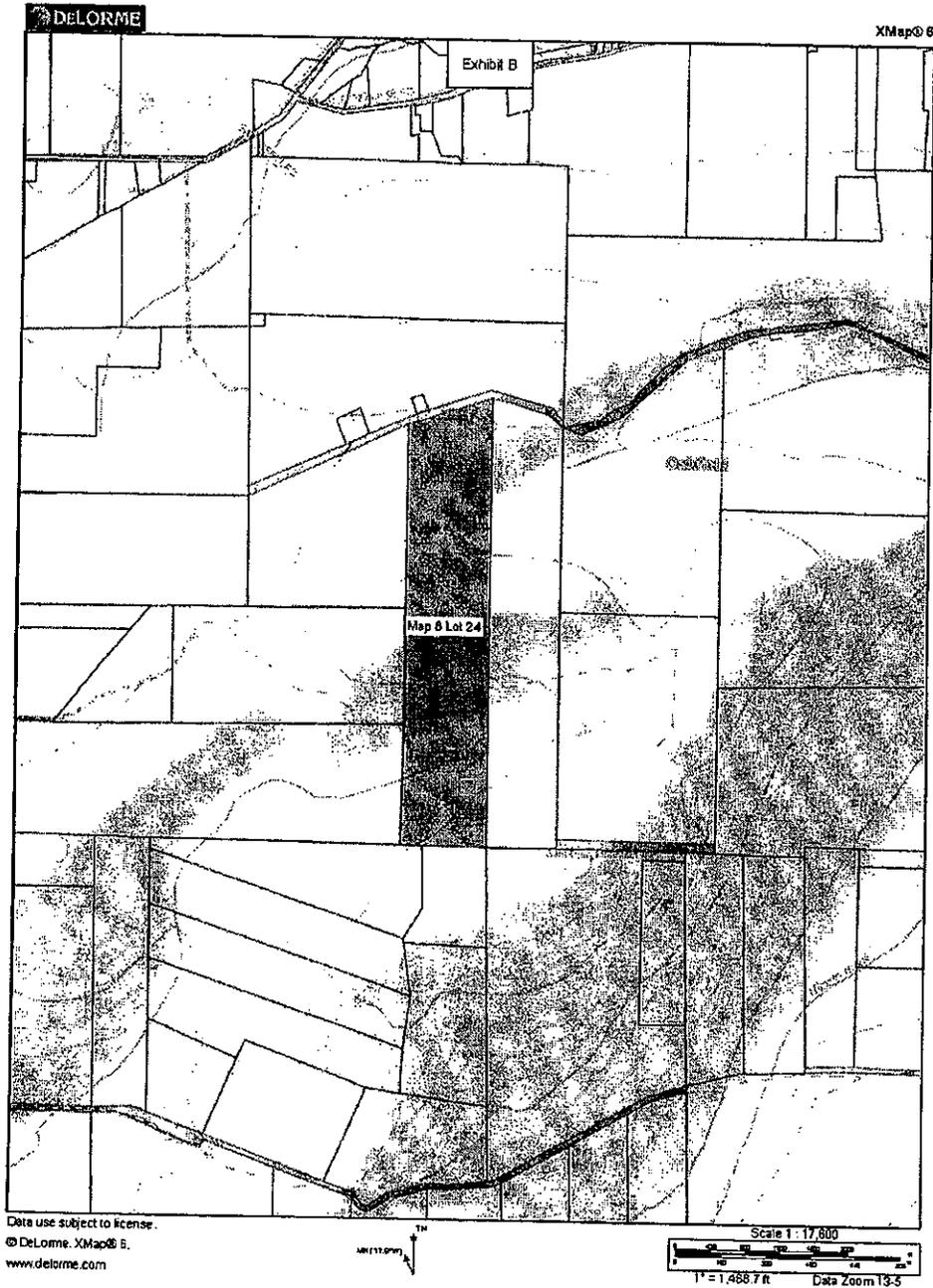
THE PROPERTY

Oakfield Tax Map 8 Lot 24

Southern Aroostook County Registry of Deed Book 4762 Page 24

(Oakfield – Lessor: Lakeville Shores, Inc.)

EXHIBIT B to Memorandum of Lease



Received
AROSTOOK SS
PATRICIA F BROWN, REGISTER

CORRECTIVE
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Herbert C. Haynes, Inc.
its successors and assigns
P.O. Box 99
Winn ME 04495

LESSEE

Evergreen Wind Power II, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

There are two (2) previous Memoranda of Lease concerning the Property and Lessee's lease thereof recorded in the Aroostook County (Southern) Registry of Deeds in Book 4658, Page 322 and recorded in the Aroostook County (Southern) Registry of Deeds in Book 4783, Page 330. This Corrective Memorandum of Lease is intended to fully amend and restate those two (2) Memoranda of Lease and the Amended and Restated Land Lease Agreement to which this Corrective Memorandum of Lease refers (dated Jan. 4, 2010) is intended to and does fully amend, restate and supersede the previously existing leases of the Property. **The purpose of this Second Amended and Restated Memorandum of Lease is to correct the date and term of the Lease.**

PREMISES:

Lessor is the owner of that certain real property described in Exhibit A attached hereto and which is depicted on the map attached hereto as Exhibit B (the "Property"). Lessor leases to Lessee the Property, together with the non-exclusive access right over the Property and over adjacent land of Lessor and/or over land in which Lessor has assignable rights for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 5.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

Lessee additionally shall have the right from time to time to relocate any way, road or easement (whether now developed or undeveloped) located outside the Property which is appurtenant to, provides convenient or necessary access to or otherwise belongs to or serves the Property.

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

DATE AND TERM OF LEASE: The Lease is dated as of January 4, 2010 and shall be for an initial term of twenty seven (27) years and shall commence on January 4, 2010.

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

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

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

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EXHIBIT A to Memorandum of Lease

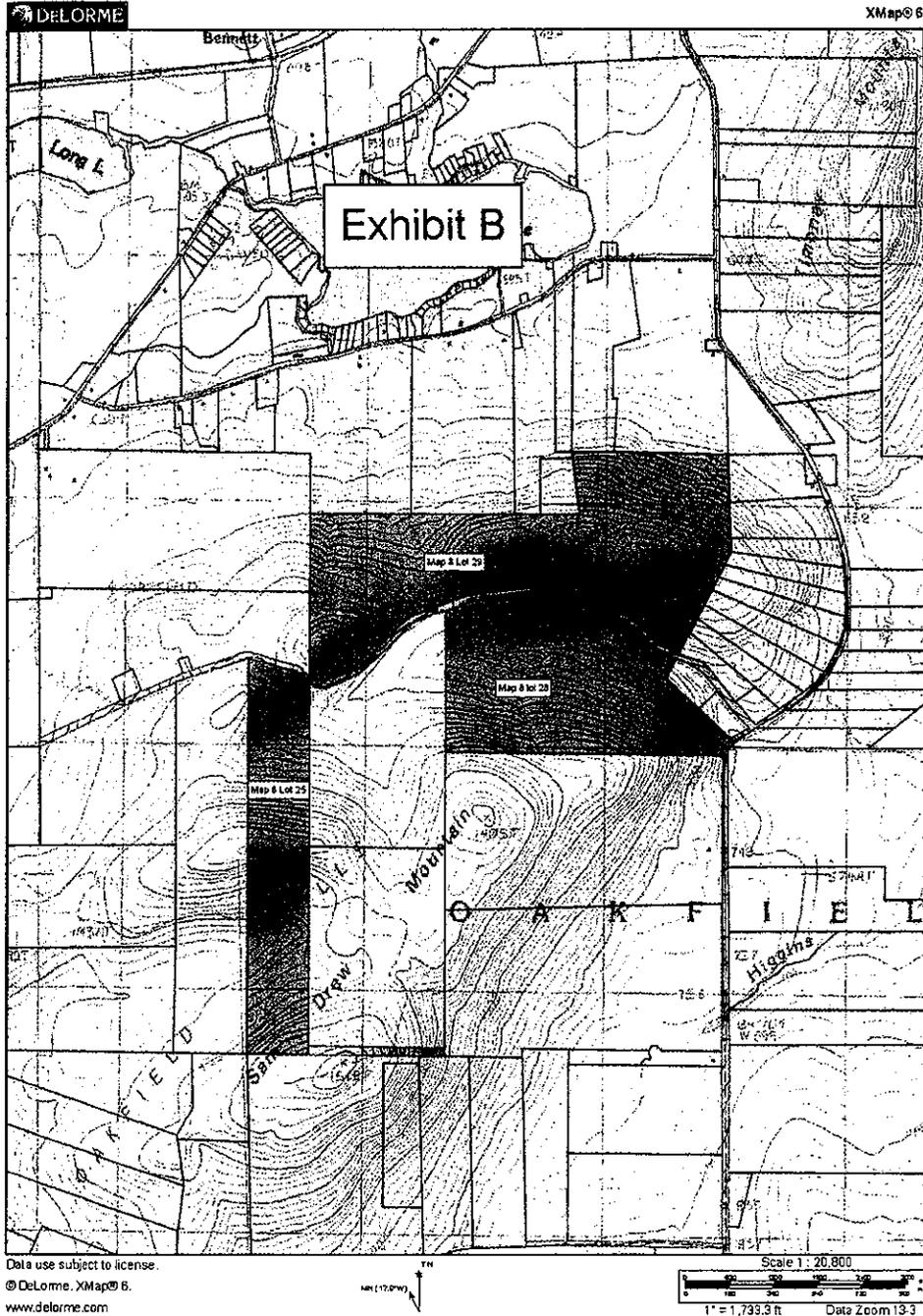
THE PROPERTY

Certain lots or parcels of land located in Oakfield, Aroostook County, Maine and more particularly described in a deed from Economy Siding & Roofing, Inc., to Herbert C. Haynes, Inc., dated February 12, 1982 and recorded in Book 1578, Page 214.

Said lots being depicted on Town of Oakfield Tax map 8 as Lots 25, 28 and 29.

EXHIBIT B to Memorandum of Lease

Map of the Premises



Received
ARGOSTOOK SS
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE - OAKFIELD

PARTIES TO LEASE:

LESSORS

Herbert C. Haynes, Inc.
PO Box 96
Winn, ME 04495

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the right, but not the obligation to survey the

Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty five (25) years and shall commence on April 10, 2003.

EXTENSION TERM:

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

RIGHTS UPON SALE:

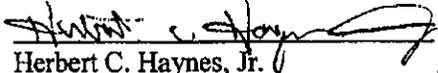
Should the Lessors, at any time during the term of this Lease, decide to sell all or any part of the Property to a purchaser other than the Lessee, such sale shall be under and subject to this lease and the Lessee's rights hereunder, and any sale by the Lessors of the portion of this Property underlying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

NON-INTERFERENCE

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

DATED at Bangor, Maine this 23rd day of December 2008.

Herbert C. Haynes, Inc. - Lessor

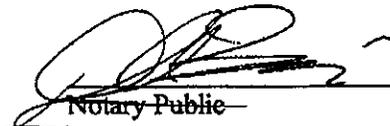

Herbert C. Haynes, Jr.
President

STATE OF MAINE

COUNTY OF PENOBSCOT

12-23-08

On this 23rd day of December, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Herbert C. Haynes, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.


Notary Public

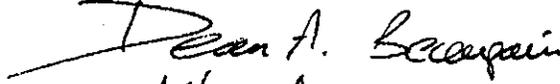

Dean A. Beaugrain
Atty at Law

EXHIBIT A -- OAKFIELD
HERBERT C. HAYNES, INC.

Parcel 1

Certain lots or parcels of land located in Oakfield, Aroostook County, Maine, and more particularly described in a deed from Economy Siding & Roofing, Inc., to Herbert C. Haynes, Inc., dated February 12, 1982 and recorded in Book 1578, Page 214.

Said lots being depicted on Town of Oakfield Tax Map 8 as Lots 25, 28 and 29.

Parcel 2

Certain lots or parcels of land located in Oakfield, Aroostook County, Maine, and more particularly described in a deed from Jared E. Tash and Christina R. Tash to Herbert C. Haynes, Inc., dated July 11, 2008 and recorded in Book 4602, Page 85.

Said lot being depicted on Town of Oakfield Tax Map 4 as Lots 40.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

AMENDED AND RESTATED
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Herbert C. Haynes, Inc.
its successors and assigns
P.O. Box 99
Winn ME 04495

LESSEE

Evergreen Wind Power II, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

There is a previous Memo of Lease concerning the Property and Lessee's lease thereof recorded in the Aroostook County (Southern) Registry of Deeds in Book 4658, Page 322. This Amended and Restated Memorandum of Lease is intended to fully amend and restate that memo of Lease and the Amended and Restated Land Lease Agreement to which this Amended and Restated Memorandum of Lease refers (dated Oct. 21, 2009) is intended to and does fully amend, restate and supersede the previously existing leases of the Property.

PREMISES:

Lessor is the owner of that certain real property described in Exhibit A attached hereto and which is depicted on the map attached hereto as Exhibit B (the "Property"). Lessor leases to Lessee the Property, together with the non-exclusive access right over the Property and over adjacent land of Lessor and/or over land in which Lessor has assignable rights for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 5.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

In the event any public utility is unable to use the aforementioned right-of-way, the Lessor hereby agree to grant an additional right-

(Oakfield – Lessor: Herbert C. Haynes, Inc.)

of-way either to the Lessee or to the public utility at no cost to the Lessee.

Lessee additionally shall have the right from time to time to relocate any way, road or easement (whether now developed or undeveloped) located outside the Property which is appurtenant to, provides convenient or necessary access to or otherwise belongs to or serves the Property.

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

DATE AND TERM OF LEASE: The Lease's date is October 21, 2009 and shall be for an initial term of twenty seven (27) years and shall commence on October 21, 2009.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

(Oakfield – Lessor: Herbert C. Haynes, Inc.)

EXHIBIT A to Memorandum of Lease

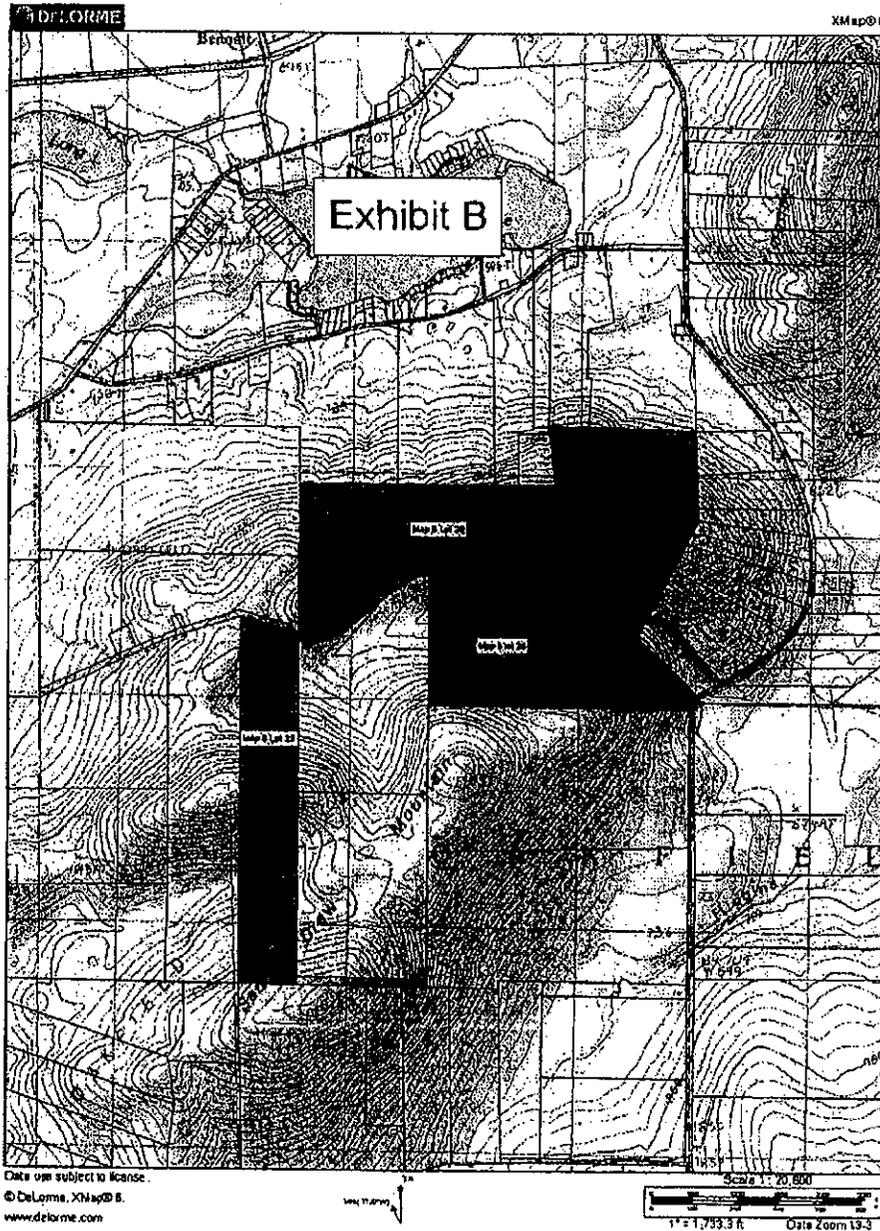
THE PROPERTY

Certain lots or parcels of land located in Oakfield, Aroostook County, Maine and more particularly described in a deed from Economy Siding & Roofing, Inc., to Herbert C. Haynes, Inc., dated February 12 1982 and recorded in Book 1578, Page 214.

Said lots being depicted on Town of Oakfield Tax map 8 as Lots 25, 28 and 29.

(Oakfield - Lessor: Herbert C. Haynes, Inc.)

EXHIBIT B
Map of the Premises



Received
AROUND 88
PATRICIA F BROWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS
David Gordon
his successors and assigns
PO Box 145, Smyrna Rd
Oakfield, ME 04763

LESSEE
Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSORS

David Gordon
his successors and assigns
PO Box 145, Smyrna Rd
Oakfield, ME 04763

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has

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

TERM OF LEASE: Lease shall be for an initial term of twenty seven (27) years and shall commence on the [Effective Date of the lease].

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

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

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

DATED at OAKFIELD, MAINE this 8th day of May, 2008.

David Gordon
Lessor
David Gordon

STATE OF Maine)
COUNTY OF AROOSTOOK) ss.:

On this ^{8th} day of May, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID GORDON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

Irene Curry
Notary Public
IRENE CURRY
Notary Public, Maine
My Commission Expires May 19, 2011

Exhibit A

Warranty Deed – Book 2650, Pages 324-325

BOOK 2650 Part 324

001026

WARRANTY DEED

FOSTER I. GORDON and MARGARET R. GORDON, Husband and Wife, both of Houlton, County of Aroostook and State of Maine, for consideration paid, grant to DAVID GORDON, of Oakfield, County of Aroostook and State of Maine, with WARRANTY COVENANTS,

The following described parcel of real estate situate in Oakfield, County of Aroostook and State of Maine, being more particularly described in Exhibit A attached hereto.

IN WITNESS WHEREOF, FOSTER I. GORDON and MARGARET R. GORDON, joining as Grantors, hereby releasing all rights by descent and all other rights in the property, have hereunto set their hands and seals this Eighth day of January, 1994.

[Signature]
WITNESS

[Signature]
FOSTER I. GORDON

[Signature]
WITNESS

[Signature]
MARGARET R. GORDON

STATE OF MAINE
AROOSTOOK, ss.

January 8, 1994

Personally appeared the above named FOSTER I. GORDON and MARGARET R. GORDON and acknowledged the foregoing instrument to be their free act and deed.

Before me,

[Signature]
NOTARY PUBLIC
ATTORNEY AT LAW

BOOK 2650 PAGE 325

EXHIBIT A

A certain lot or parcel of land situated in the Town of Oakfield, County of Aroostook and State of Maine, to wit: The north half of lot numbered sixty-eight (68) in said Oakfield, containing one hundred nine (109) acres, more or less.

Being the same premises conveyed by Fox Trailer Sales, Incorporated to Foster I. Gordon and Margaret R. Gordon by Deed dated April 27, 1972 and recorded in Vol. 1101, Page 1 of the Southern Aroostook Registry of Deeds.

AROOSTOOK, ss. Received January 28, 1994 at 2h 23m P.M.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

ROBERT F WARD
ATTORNEY AT LAW
MARKET SQUARE
HOULTON, MAINE
04730-0888

CORRECTIVE
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Herbert C. Haynes, Inc.
its successors and assigns
P.O. Box 99
Winn ME 04495

LESSEE

Evergreen Wind Power II, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

There are two (2) previous Memoranda of Lease concerning the Property and Lessee's lease thereof recorded in the Aroostook County (Southern) Registry of Deeds in Book 4658, Page 322 and recorded in the Aroostook County (Southern) Registry of Deeds in Book 4783, Page 330. This Corrective Memorandum of Lease is intended to fully amend and restate those two (2) Memoranda of Lease and the Amended and Restated Land Lease Agreement to which this Corrective Memorandum of Lease refers (dated Jan. 4, 2010) is intended to and does fully amend, restate and supersede the previously existing leases of the Property. **The purpose of this Second Amended and Restated Memorandum of Lease is to correct the date and term of the Lease.**

PREMISES:

Lessor is the owner of that certain real property described in Exhibit A attached hereto and which is depicted on the map attached hereto as Exhibit B (the "Property"). Lessor leases to Lessee the Property, together with the non-exclusive access right over the Property and over adjacent land of Lessor and/or over land in which Lessor has assignable rights for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 5.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

Lessee additionally shall have the right from time to time to relocate any way, road or easement (whether now developed or undeveloped) located outside the Property which is appurtenant to, provides convenient or necessary access to or otherwise belongs to or serves the Property.

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

DATE AND TERM OF LEASE: The Lease is dated as of January 4, 2010 and shall be for an initial term of twenty seven (27) years and shall commence on January 4, 2010.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

EXHIBIT A to Memorandum of Lease

THE PROPERTY

Certain lots or parcels of land located in Oakfield, Aroostook County, Maine and more particularly described in a deed from Economy Siding & Roofing, Inc., to Herbert C. Haynes, Inc., dated February 12, 1982 and recorded in Book 1578, Page 214.

Said lots being depicted on Town of Oakfield Tax map 8 as Lots 25, 28 and 29.

MEMORANDUM OF LEASE - OAKFIELD

PARTIES TO LEASE:

LESSORS
Herbert C. Haynes, Inc.
PO Box 96
Winn, ME 04495

LESSEE
Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the right, but not the obligation to survey the

Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty five (25) years and shall commence on April 10, 2003.

EXTENSION TERM:

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

RIGHTS UPON SALE:

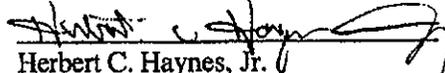
Should the Lessors, at any time during the term of this Lease, decide to sell all or any part of the Property to a purchaser other than the Lessee, such sale shall be under and subject to this lease and the Lessee's rights hereunder, and any sale by the Lessors of the portion of this Property underlying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

NON-INTERFERENCE

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

DATED at Bangor, Maine this 23rd day of December 2008.

Herbert C. Haynes, Inc. - Lessor


Herbert C. Haynes, Jr.
President

STATE OF MAINE

COUNTY OF PENOBSCOT

12-23-08

On this 23rd day of December, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Herbert C. Haynes, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

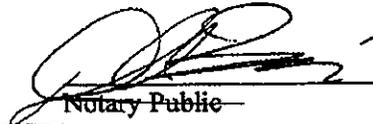
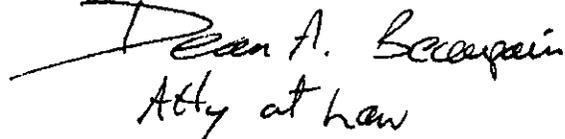

Notary Public

Dean A. Beaupain
Atty at law

EXHIBIT A - OAKFIELD
HERBERT C. HAYNES, INC.

Parcel 1

Certain lots or parcels of land located in Oakfield, Aroostook County, Maine, and more particularly described in a deed from Economy Siding & Roofing, Inc., to Herbert C. Haynes, Inc., dated February 12, 1982 and recorded in Book 1578, Page 214.

Said lots being depicted on Town of Oakfield Tax Map 8 as Lots 25, 28 and 29.

Parcel 2

Certain lots or parcels of land located in Oakfield, Aroostook County, Maine, and more particularly described in a deed from Jared E. Tash and Christina R. Tash to Herbert C. Haynes, Inc., dated July 11, 2008 and recorded in Book 4602, Page 85.

Said lot being depicted on Town of Oakfield Tax Map 4 as Lots 40.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

AMENDED AND RESTATED
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Herbert C. Haynes, Inc.
its successors and assigns
P.O. Box 99
Winn ME 04495

LESSEE

Evergreen Wind Power II, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

There is a previous Memo of Lease concerning the Property and Lessee’s lease thereof recorded in the Aroostook County (Southern) Registry of Deeds in Book 4658, Page 322. This Amended and Restated Memorandum of Lease is intended to fully amend and restate that memo of Lease and the Amended and Restated Land Lease Agreement to which this Amended and Restated Memorandum of Lease refers (dated Oct. 21, 2009) is intended to and does fully amend, restate and supersede the previously existing leases of the Property.

PREMISES:

Lessor is the owner of that certain real property described in Exhibit A attached hereto and which is depicted on the map attached hereto as Exhibit B (the “Property”). Lessor leases to Lessee the Property, together with the non-exclusive access right over the Property and over adjacent land of Lessor and/or over land in which Lessor has assignable rights for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 5.0 megawatt (“MW”) wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment (“WTGs”), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the “Premises”).

In the event any public utility is unable to use the aforementioned right-of-way, the Lessor hereby agree to grant an additional right-

(Oakfield – Lessor: Herbert C. Haynes, Inc.)

of-way either to the Lessee or to the public utility at no cost to the Lessee.

Lessee additionally shall have the right from time to time to relocate any way, road or easement (whether now developed or undeveloped) located outside the Property which is appurtenant to, provides convenient or necessary access to or otherwise belongs to or serves the Property.

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

DATE AND TERM OF LEASE: The Lease's date is October 21, 2009 and shall be for an initial term of twenty seven (27) years and shall commence on October 21, 2009.

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

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

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

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(Oakfield -- Lessor: Herbert C. Haynes, Inc.)

EXHIBIT A to Memorandum of Lease

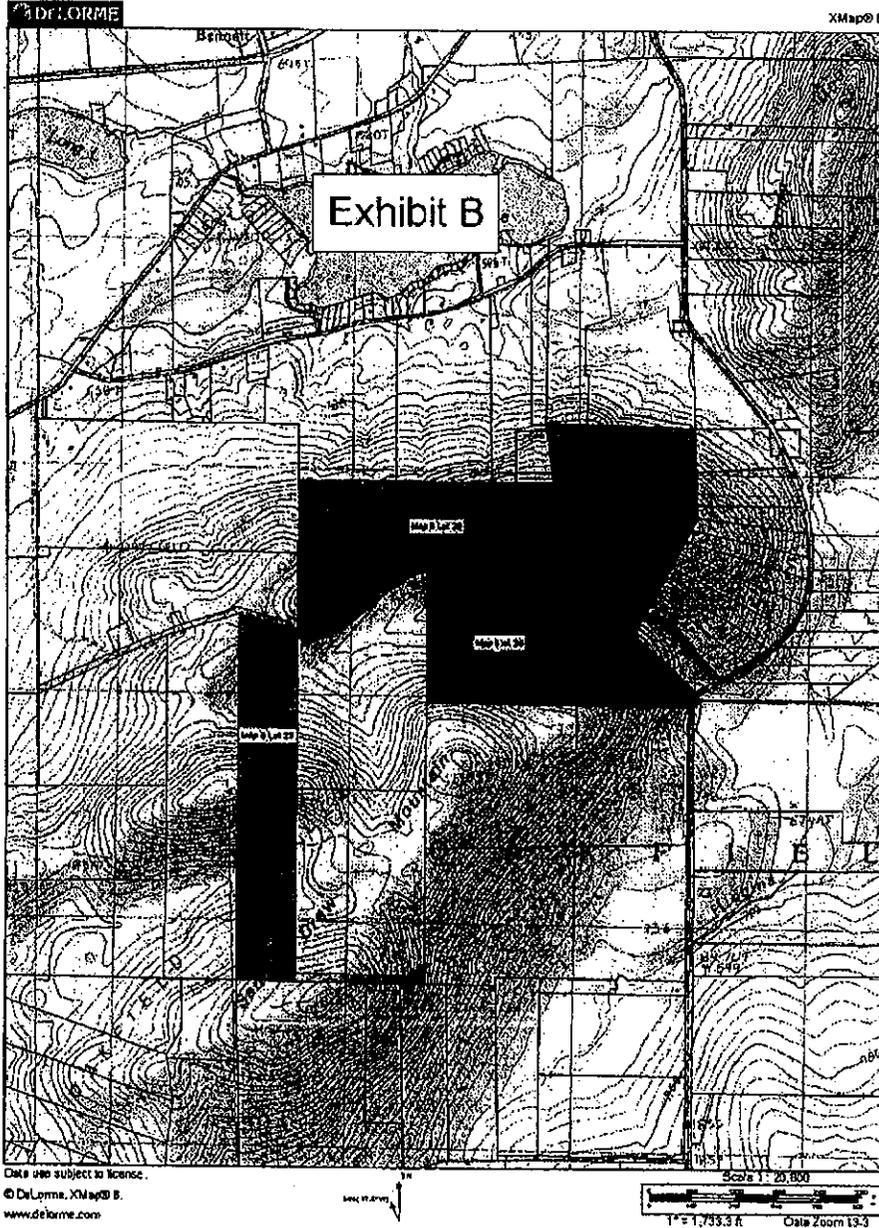
THE PROPERTY

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Said lots being depicted on Town of Oakfield Tax map 8 as Lots 25, 28 and 29.

(Oakfield - Lessor: Herbert C. Haynes, Inc.)

EXHIBIT B
Map of the Premises



Received
ARROSTOCK SS
PATRICIA F BROWN, REGISTER

CORRECTIVE
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Herbert C. Haynes, Inc.
its successors and assigns
P.O. Box 99
Winn ME 04495

LESSEE

Evergreen Wind Power II, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

There are two (2) previous Memoranda of Lease concerning the Property and Lessee's lease thereof recorded in the Aroostook County (Southern) Registry of Deeds in Book 4658, Page 322 and recorded in the Aroostook County (Southern) Registry of Deeds in Book 4783, Page 330. This Corrective Memorandum of Lease is intended to fully amend and restate those two (2) Memoranda of Lease and the Amended and Restated Land Lease Agreement to which this Corrective Memorandum of Lease refers (dated Jan. 4, 2010) is intended to and does fully amend, restate and supersede the previously existing leases of the Property. **The purpose of this Second Amended and Restated Memorandum of Lease is to correct the date and term of the Lease.**

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

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EXHIBIT A to Memorandum of Lease

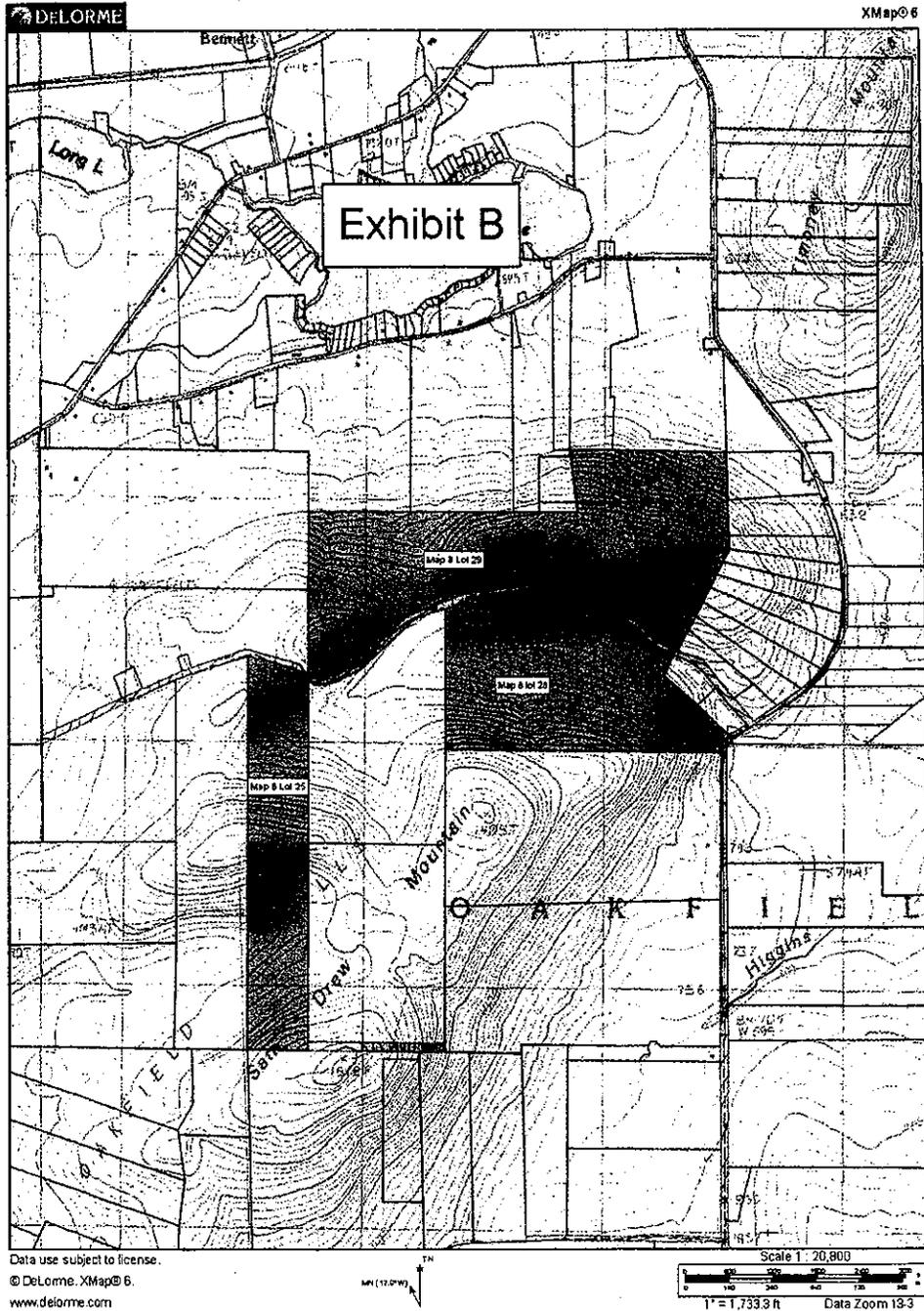
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EXHIBIT B to Memorandum of Lease

Map of the Premises



Data use subject to license.
© DeLorme, XMap® 6.
www.delorme.com

Scale 1:20,800
1" = 1,733.3 ft Data Zoom 13-3

Received
AROSTOOK SS
PATRICIA F BROWN, REGISTER

CORRECTIVE
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Herbert C. Haynes, Inc.
its successors and assigns
P.O. Box 99
Winn ME 04495

LESSEE

Evergreen Wind Power II, LLC
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[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

DATED at Winn, Maine this 15th day of JULY, 2010.

LESSOR:

HERBERT C. HAYNES, INC.

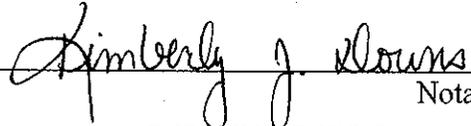
By: 
Name: HERBERT C. HAYNES, JR.
Title: President

STATE OF MAINE)

) ss.:

COUNTY OF PENOBSCOT)

On this day of JULY 15, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared HERBERT C. HAYNES, JR, President of Herbert C. Haynes, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and as his free act and deed, and the free act and deed of the person upon which the individual acted.

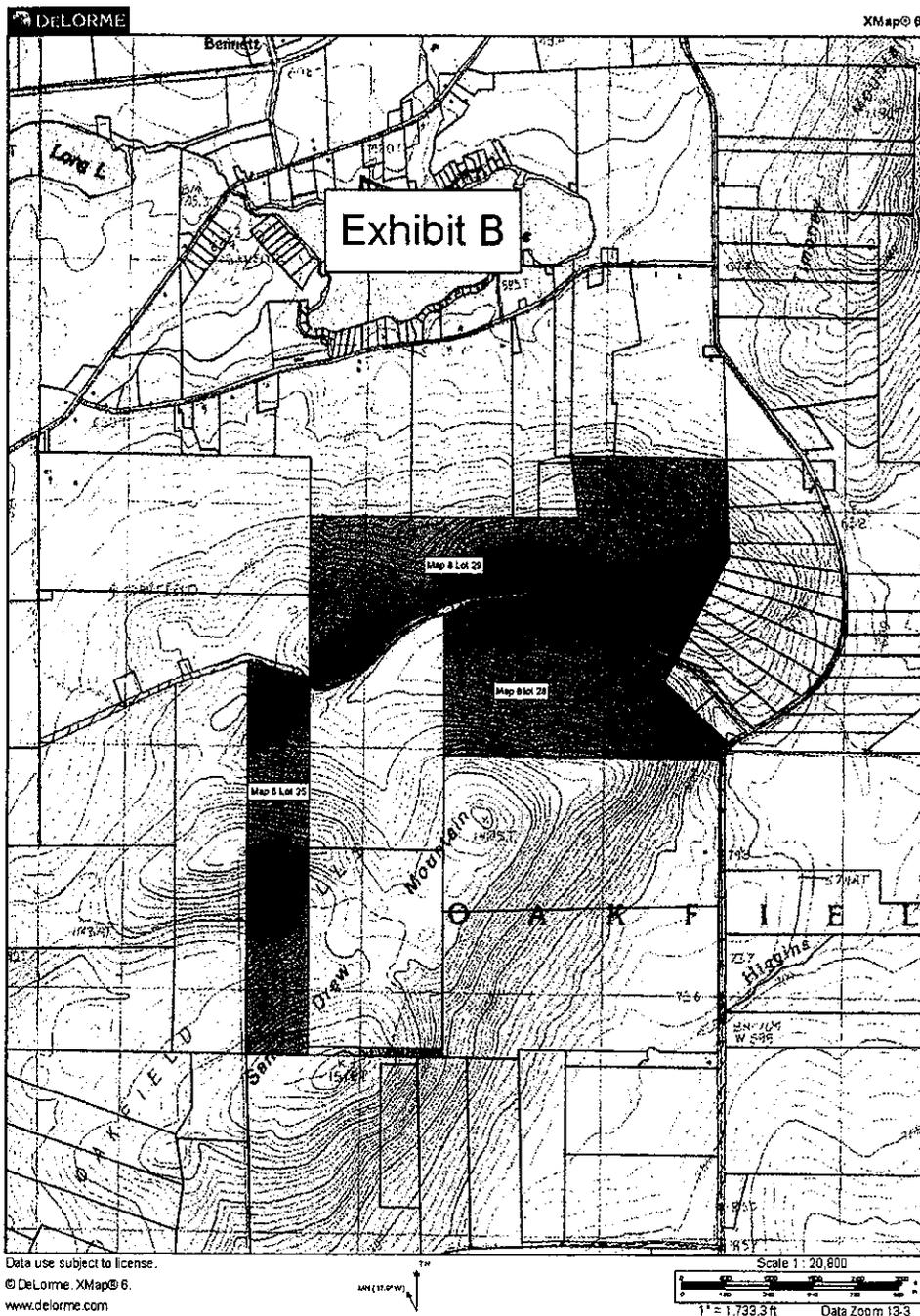


Notary Public

KIMBERLY J. DOWNS
MY COMMISSION EXPIRES JULY 9, 2014

EXHIBIT B to Memorandum of Lease

Map of the Premises



MEMORANDUM OF LEASE - OAKFIELD

PARTIES TO LEASE:

LESSORS

Herbert C. Haynes, Inc.
PO Box 96
Winn, ME 04495

LESSEE

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
its successors and assigns
85 Wells Avenue, Suite 305
Newton, MA 02459

PREMISES:

The Lessors, as owners of the real property being more particularly described on Exhibit A attached hereto (the "Property"), together with the non-exclusive access right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 3.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

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

The Lessor also hereby grants to the Lessee the right to survey the Property and the Premises. Lessee has the right, but not the obligation to survey the

Property and the Premises to identify the as-built location of the Improvements.

TERM OF LEASE:

Lease shall be for an initial term of twenty five (25) years and shall commence on April 10, 2003.

EXTENSION TERM:

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

RIGHTS UPON SALE:

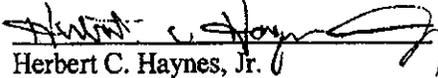
Should the Lessors, at any time during the term of this Lease, decide to sell all or any part of the Property to a purchaser other than the Lessee, such sale shall be under and subject to this lease and the Lessee's rights hereunder, and any sale by the Lessors of the portion of this Property underlying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

NON-INTERFERENCE

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

DATED at Bangor, Maine this 23rd day of December 2008.

Herbert C. Haynes, Inc. - Lessor


Herbert C. Haynes, Jr.
President

STATE OF MAINE

COUNTY OF PENOBSCOT

12-23-08

On this 23rd day of December, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Herbert C. Haynes, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

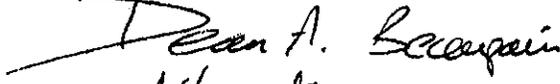

Notary Public

Dean A. Beaugrain
Atty at law

EXHIBIT A - OAKFIELD
HERBERT C. HAYNES, INC.

Parcel 1

Certain lots or parcels of land located in Oakfield, Aroostook County, Maine, and more particularly described in a deed from Economy Siding & Roofing, Inc., to Herbert C. Haynes, Inc., dated February 12, 1982 and recorded in Book 1578, Page 214.

Said lots being depicted on Town of Oakfield Tax Map 8 as Lots 25, 28 and 29.

Parcel 2

Certain lots or parcels of land located in Oakfield, Aroostook County, Maine, and more particularly described in a deed from Jared E. Tash and Christina R. Tash to Herbert C. Haynes, Inc., dated July 11, 2008 and recorded in Book 4602, Page 85.

Said lot being depicted on Town of Oakfield Tax Map 4 as Lots 40.

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER

81578 10214

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that It, ECONOMY SIDING & ROOFING, INC., a corporation duly organized and existing under the laws of the State of Maine with a place of business at Sebec Village, in the County of Piscataquis and State of Maine, for adequate and full consideration paid, the receipt whereof is hereby acknowledged, does hereby convey and grant to HERBERT C. HAYNES, INC., a corporation duly organized and existing under the laws of the State of Maine with a place of business at Winn, in the County of Penobscot and State of Maine, its successors and assigns forever, with WARRANTY COVENANTS the following described real estate:

Certain pieces or parcels of real estate situated in the Town of Oakfield, in the County of Aroostook and State of Maine, and being more particularly described as follows, to wit:

PARCEL I: A certain tract or parcel of land situated in said Oakfield formerly Township Number Five (5), Range Three (3), W.E.L.S. and being that part of Lot Number Fifty-Two (52) that lies south of a line drawn across said Lot from east to west fifty-two (52) rods south from the north line of said Lot and parallel with said north line.

The above described premises are the same as those conveyed to Daniel A. McDonald and Thomas W. Allen by Charles S. Lougee by his deed dated April 17, 1900 and recorded in Vol. 178, Page 4 of the Southern Aroostook Registry of Deeds.

PARCEL II: The following described real estate situated in the Town of Oakfield, county and state aforesaid, to wit: - Being Lot Numbered Fifty-Four (54), Range Three (3) of said Town and being the same premises that were conveyed to Judson E. Parker by Robert Boyd, Executor of the Estate of Charles H. Randall, by his deed dated July 10, 1899 and recorded in Aroostook Registry of Deeds in Vol. 194, Page 71. Also Lot Numbered Fifty-Three (53) in said Oakfield, excepting that part of said lot which was conveyed to Harry Fisher by Benjamin Alexander by deed dated June 17, 1880 and recorded in said Registry in Vol. 68, Page 175, said excepted parcel being more particularly described as follows, viz: Beginning at the northwest corner of Lot Numbered Fifty-Three (53); thence southerly on the west line of said lot fifty (50) rods; thence easterly across said lot parallel with the north line intersecting the east line fifty (50) rods from the northeast corner; thence northerly on the east line to the northeast corner; thence westerly on the north line to the place of beginning.

The above described premises are the same as those conveyed to Herman M. Burpee and Charles E. Burpee by Wallace A. Dykeman by his deed dated March 30, 1914 and recorded in Vol. 272, Page 367 of the Southern Aroostook Registry of Deeds.

PARCEL III: Lot Numbered Fifty-Five (55) in Township Numbered Five (5) in the third Range of Townships west from the east line of the State, now Oakfield Plantation aforesaid.

JAMES D. CARR
ATTORNEY AT LAW
HOUSTON, MAINE

Company to Company

Mar. 9, 1922

Mrs. H. C. Haynes to R. B. & W. W. Haynes No. 84495

52

*see
only
52*

54
53

55

BK1578 PG215

The above described premises are the same as those conveyed to Charles E. Burpee and Stephen G. Burpee by Daniel W. McLaughlin by his deed dated April 9, 1921 and recorded in Vol. 327, Page 432 of the Southern Aroostook Registry of Deeds:

PARCEL IV: The following described real estate situate in Oakfield in said County of Aroostook, viz: All that part of Lot Numbered Fifty-Seven (57) in Oakfield lying north of a line dividing said lot and run as follows, to wit: Beginning at a point in the west line of said Lot Fifty-Seven (57) twenty-one and one-half (21½) rods south of the northwest corner thereof at a stake and stones and thence running South Nineteen Degrees East (S 19° E) forty-five (45) rods and ten (10) links to a stake and stones at the middle line of said lot; thence running South Fourteen Degrees East (S 14° E) twenty-seven (27) rods and eighteen (18) links to the center of road crossing said lot; thence north easterly on said road forty (40) rods to the middle line of said lot; thence South Seventy-One Degrees East (S 71° E) on said middle line to the east line thereof, containing ninety (90) acres, more or less.

The above described premises are the same as those conveyed to Ulysses S. G. Higgins and Annie B. Higgins by Philip H. S. Higgins and Maud C. Higgins by their deed dated June 21, 1900 and recorded in Vol. 178, Page 207 of the Southern Aroostook Registry of Deeds.

PARCEL V: The following described parcel of real estate situate in Oakfield in said County, viz: All that part of Lot Numbered Fifty-Seven (57) in Oakfield which lies south of a line dividing said lot and run as follows, to wit: Beginning at a point in the west line of said Lot Number Fifty-Seven (57) which is twenty-one and one-half (21½) rods south of the northwest corner of said lot at a stake and stones and thence running South Nineteen Degrees East (S 19° E) forty-five (45) rods and ten (10) links to a stake and stones at the middle line of said lot; thence running South Fourteen Degrees East (S 14° E) twenty-seven (27) rods and eighteen (18) links to the center of the road running through said lot; thence northeasterly on said road forty (40) rods to the middle line of said lot; thence South Seventy-One Degrees East (S 71° E) on said middle line to the east line of said lot containing ninety (90) acres, more or less.

The above described premises are the same as those conveyed to Philip H. S. Higgins and Maud C. Higgins by Ulysses S. G. Higgins and Annie B. Higgins by their deed dated June 21, 1900 and recorded in Vol. 178, Page 206 of the Southern Aroostook Registry of Deeds.

PARCEL VI: The following described real estate to wit: One Hundred (100) acres off of the east part of Lot Numbered Sixty-Seven (67) in the Town of Oakfield in said County of Aroostook to be laid off by a line running parallel with the east line of said lot and far enough from it to embrace one hundred (100) acres.

JAMES D. CARR
ATTORNEY AT LAW
HOUSTON, MAINE

BK1578 PG216

The above described premises are the same as those conveyed to Thomas P. Putnam and Beecher Putnam by Julia O. West, S. Augusta Herrin, Nelson Herrin, Frederick Gorham, Maude H. Hanson, M. Frances Hall and Harriet E. Dole, Testamentary Legatees of Mary E. Langley, deceased, by their deed dated December 31, 1909 and recorded in Vol. 243, Page 549 of the Southern Aroostook Registry of Deeds.

PARCEL VII: The following described real estate situated in the Town of Oakfield, and being a part of Lot Numbered Fifty-Six (56) as per survey and plan of Parker P. Burleigh and J.E.S. Coney made in 1858, beginning on the south line of Lot Fifty-Six (56) at that part where the road crosses the said south line; thence north along the said west line of said south line; thence (76) rods; thence westerly parallel with said south line of said lot to the west line of said lot; thence south on said west line to the southwest corner of said lot; and thence east on the south line of said lot to the place of beginning at the west line of said road, containing forty-five (45) acres, more or less.

The above described premises are the same as those conveyed to Kit M. Small by Frank S. Hamilton by his deed dated April 20, 1927 and recorded in Vol. 369, Page 201 of the Southern Aroostook Registry of Deeds.

Excepted and reserved, however, from the above described premises are those premises conveyed in the following deeds by Economy Siding & Roofing, Inc: A conveyance to Stephen J. Dyer dated January 15, 1979 and recorded in Vol. 1402, Page 261; a conveyance to Katharine M. Kaszeta dated September 17, 1979 in Vol. 1442, Page 15; a conveyance to Everett H. Boutilier, Jr. dated September 24, 1979 in Vol. 1443, Page 219; a conveyance to Roland E. Kennedy dated November 28, 1979 in Vol. 1455, Page 261; a conveyance to Roland E. Kennedy dated February 11, 1980 in Vol. 1462, Page 347; a conveyance to William B. McGraw and P. Natalio McGraw dated February 25, 1980 in Vol. 1456, Page 85; and a conveyance to Mark A. Beal dated November 1, 1980 in Vol. 1508, Page 202, of the Southern District of the Aroostook Registry of Deeds.

The above premises described as Parcels I through VII are the same as those, except for the above recited reservations, that were conveyed to Economy Siding & Roofing Company by Thomas O. Bither by his deed recorded on August 6, 1974 in Vol. 1156, Page 93 of the Southern District of the Aroostook Registry of Deeds.

I, N WITNESS WHEREOF, It, Economy Siding & Roofing, Inc., has caused this instrument to be signed in its corporate name and sealed by its corporate seal by its President, HAROLD E. SMITH, herunto duly authorized this 12th day of JANUARY, 1982.

JAMES D. GARR
ATTORNEY AT LAW
MOULTON, MAINE

BK1578 PC217

ECONOMY SIDING & ROOFING, INC.

BY: Harold E. Smith, Jr.
President

STATE OF MAINE
PISCATAQUIS, ss.

DATED: 2-12-82

Personally appeared the above named HAROLD E. SMITH, in his said capacity, and acknowledged the above instrument to be his free act and deed and the free act and deed of Economy Siding & Roofing, Inc.

Maine Real Estate Transfer Tax Paid

Before me, Florida J. Mason
Notary Public

My Commission Expires October 22, 1984



AROOSTOOK, ss. Received February 23, 1982 at 8h 24m A.M.

JAMES D. CARR
ATTORNEY AT LAW
HOULTON, MAINE

AMENDED AND RESTATED
MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

Herbert C. Haynes, Inc.
its successors and assigns
P.O. Box 99
Winn ME 04495

LESSEE

Evergreen Wind Power II, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

There is a previous Memo of Lease concerning the Property and Lessee's lease thereof recorded in the Aroostook County (Southern) Registry of Deeds in Book 4658, Page 322. This Amended and Restated Memorandum of Lease is intended to fully amend and restate that memo of Lease and the Amended and Restated Land Lease Agreement to which this Amended and Restated Memorandum of Lease refers (dated Oct. 21, 2009) is intended to and does fully amend, restate and supersede the previously existing leases of the Property.

EMISES:

Lessor is the owner of that certain real property described in Exhibit A attached hereto and which is depicted on the map attached hereto as Exhibit B (the "Property"). Lessor leases to Lessee the Property, together with the non-exclusive access right over the Property and over adjacent land of Lessor and/or over land in which Lessor has assignable rights for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of 1.5 - 5.0 megawatt ("MW") wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), access roads, utility wires, poles, cables, conduits and pipes over, under or along a hundred (100) foot wide right-of-way extending from the nearest public right-of-way to the demised premises (said demised premises, including the rights-of-way, are hereinafter collectively referred to as the "Premises").

In the event any public utility is unable to use the aforementioned right-of-way, the Lessor hereby agree to grant an additional right-

(Oakfield -- Lessor: Herbert C. Haynes, Inc.)

of-way either to the Lessee or to the public utility at no cost to the Lessee.

Lessee additionally shall have the right from time to time to relocate any way, road or easement (whether now developed or undeveloped) located outside the Property which is appurtenant to, provides convenient or necessary access to or otherwise belongs to or serves the Property.

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

DATE AND TERM OF LEASE: The Lease's date is October 21, 2009 and shall be for an initial term of twenty seven (27) years and shall commence on October 21, 2009.

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

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

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

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(Oakfield – Lessor: Herbert C. Haynes, Inc.)

EXHIBIT A to Memorandum of Lease

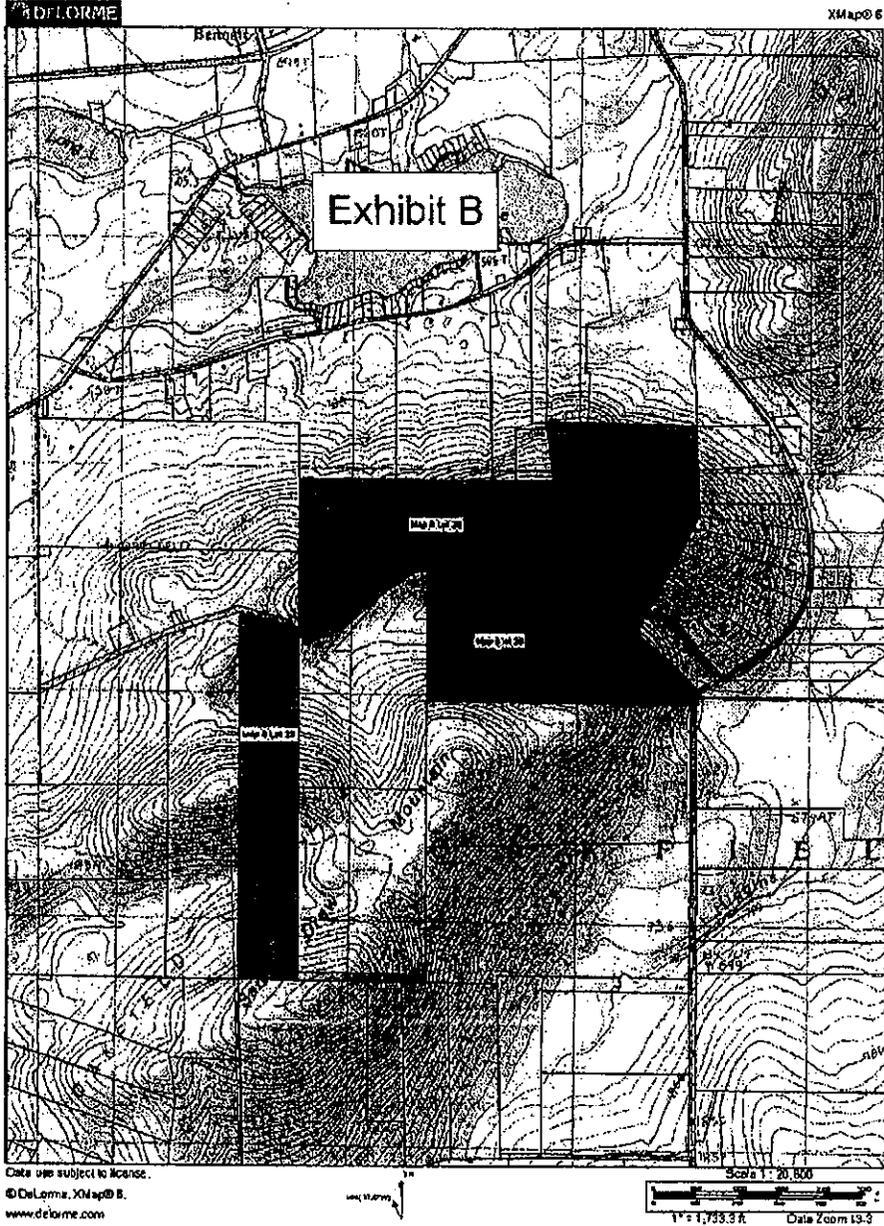
THE PROPERTY

Certain lots or parcels of land located in Oakfield, Aroostook County, Maine and more particularly described in a deed from Economy Siding & Roofing, Inc., to Herbert C. Haynes, Inc., dated February 12 1982 and recorded in Book 1578, Page 214.

Said lots being depicted on Town of Oakfield Tax map 8 as Lots 25, 28 and 29.

(Oakfield - Lessor: Herbert C. Haynes, Inc.)

EXHIBIT B
Map of the Premises



Received
ARROSTOCK SS
PATRICIA F BRDWN, REGISTER

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

MAPT Management, LLC, Successor Trustee under an Indenture of Trust by and between The New England Trust Company and Martha A. Powers dated December 31, 1920, its successors and assigns

LESSEE

EVERGREEN WIND POWER II, LLC
c/o First Wind Energy, LLC
its successors and assigns
179 Lincoln Street, Suite 500
Boston, MA 02111

PROPERTY:

Those certain lots or parcels of land situated in Township T4 R3 and the Town of Oakfield, Arostook County, Maine, and more particularly described in the deeds listed on Exhibit A-1 attached hereto and made a part hereof (collectively referred to hereinafter as the "Property").

PREMISES:

Lessor leases to Lessee the Property for the purposes described in the Lease. Lessee's leasehold interest includes the right to use and develop that portion of the Property preliminarily depicted in the map attached hereto as Exhibit B (the "Premises") for the purposes described in the Lease. The Premises shall be surveyed and shall be redefined and reduced in accordance with the Lease.

TERM OF LEASE:

Lease shall be for an initial term of up to six (6) years followed by an Operational term of twenty (20) years. The initial term shall commence on the date hereof.

EXTENSION TERM:

The Lessee shall have the option to renew the Lease for two additional Extended Terms each of ten (10) year term.

IMPACTS ON PROPERTY:

Lessor consents and agrees that during the term of the Lease the Lessee shall have the following rights with respect to the impact or affect of the construction and operation of the Project upon the Property:

(a) the right to have sound generated from the Project impact the Property and exceed otherwise applicable federal, state or local maximum sound level limits applicable to the Property;

(b) the right to cast shadows or shadow flicker from the Project onto the Property; and

(c) the right to generate construction and operational noise, dust, and other impacts normally associated with the construction and operation of a project of the nature, size scope and similar location of the Project assuming that such construction and operation is conducted in a commercially reasonable manner.

Pursuant to the Lease, the Lessor, its successors and assigns have released and forever discharged Lessee from any action, claim, suit or proceeding in equity, law and/or administrative proceeding that the Lessor may now have or may have during the term of the Lease against Lessee or any future owner of the Project with respect to the emanation of the sound, shadows shadow flicker or other impacts described above, including any such actions, claims, suits or proceedings arising from or relating to (i) sound or shadow flicker impacts that otherwise may be enforceable under applicable zoning, planning or other federal, state or local permitting requirements or other authorizations, (ii) sound, shadow flicker, construction, or operational impacts to or upon the Property or to Lessor and/or its successors and assigns (other than such impacts as may be caused by or arise from the negligence of Lessee or with respect to which Lessee is required to indemnify the Lessor pursuant to Section 8 of the Lease); provided that all such sound, shadows, shadow flicker and other impacts normally and typically result from construction or operations of the nature, size, scope and similar location of the Project, assuming that

such construction and operation is conducted in a commercially reasonable manner, consistent with the Master Development Plan.

Lessor has agreed in the Lease that during the term of the Lease in the event Lessor conveys or grants any interest in any portion of the Property located outside of the Premises, as a condition of such conveyance, Lessor shall reserve an easement for the benefit of Lessee, its successors and assigns, which easement shall be expressly made appurtenant to Lessee's leasehold estate established hereunder, which easement shall be sufficient in all respects to cause any successor owner of an interest in the Property to be bound by the provisions above to the same extent as the Lessor

**SALE OR DIVISION OF
PROPERTY:**

In the event the Lessor, at any time during the term of the Lease, decides to sell all or any part of the Property to a purchaser other than the Lessee, such sale shall be under and subject to the Lease and the Lessee's rights hereunder, and any sale by the Lessor of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the Lessee in and to such right-of-way. Lessor warrants and covenants that on the Effective Date and the date of recording this Memorandum of Lease, the Lease shall not constitute a "subdivision" pursuant to the subdivision laws of the State of Maine, the rules and standards of the Maine Land Use Commission, the ordinances of the municipality where the Property is located, or any other applicable statute, law, ordinance, by-law or rule.

NON-INTERFERENCE:

The primary purpose for which the Premises have been leased is for a wind power project, including but not limited to designing, constructing, maintaining and operating wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), towers, transmission and interconnection facilities and uses

incidental thereto and all necessary appurtenances and the installation of anemometers, as further described in the Lease. Lessee shall have the exclusive right to convert all of the wind resources of the Property. Lessor's activities and any grant of rights Lessor makes to any third party, whether located on the Property or elsewhere, shall not, now or in the future, interfere in any way with Lessee's exercise of any rights granted under the Lease. Lessor shall not interfere with the wind speed or wind direction over the Property by engaging in any activity on the Property that is reasonably likely to cause a decrease in the output or efficiency of any WTG, including any WTGs located on land adjoining the Property. Lessor must consult with and obtain Lessee's prior written approval as to the location of all structures measuring in height greater than sixty (60) feet and located within one mile of any WTG.

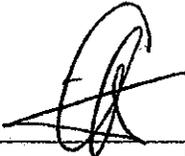
The undersigned MAPT Management, LLC, a Massachusetts limited liability company (the "Trustee") certifies that by action of the beneficiaries in accordance with the terms of the Indenture of Trust dated December 31, 1920 by and between The New England Trust Company and Martha A. Powers, Bank of America, N.A. (which was the corporate successor to The New England Trust Company) was removed as trustee and the Trustee was appointed as successor trustee effective December 23, 2008, and that as of the date hereof the Trustee is the sole trustee of said trust and has full power and authority to enter into the Lease.

DATED this 29th day of April, 2011.

WITNESS:

LESSOR(S):

MAPT Management, LLC, Successor
Trustee under Indenture of Trust dated
December 31, 1920 by and between The
New England Trust Company and
Martha A. Powers



By: 

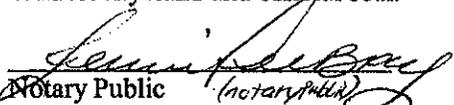
Name: Philip A. Powers
Title: Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

April
May 30, 2011

Then personally appeared before me the above-named Philip A. Powers, proved to me through satisfactory evidence of identification which was a valid driver's license, as Manager of MAPT Management, LLC, Successor Trustee under Indenture of Trust dated December 31, 1920, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said MAPT Management, LLC, as Trustee as aforesaid.

Witness my hand and official seal.


Notary Public (Notary Public)

Print Name: Jennifer Bray
May commission expires: August 9, 2014

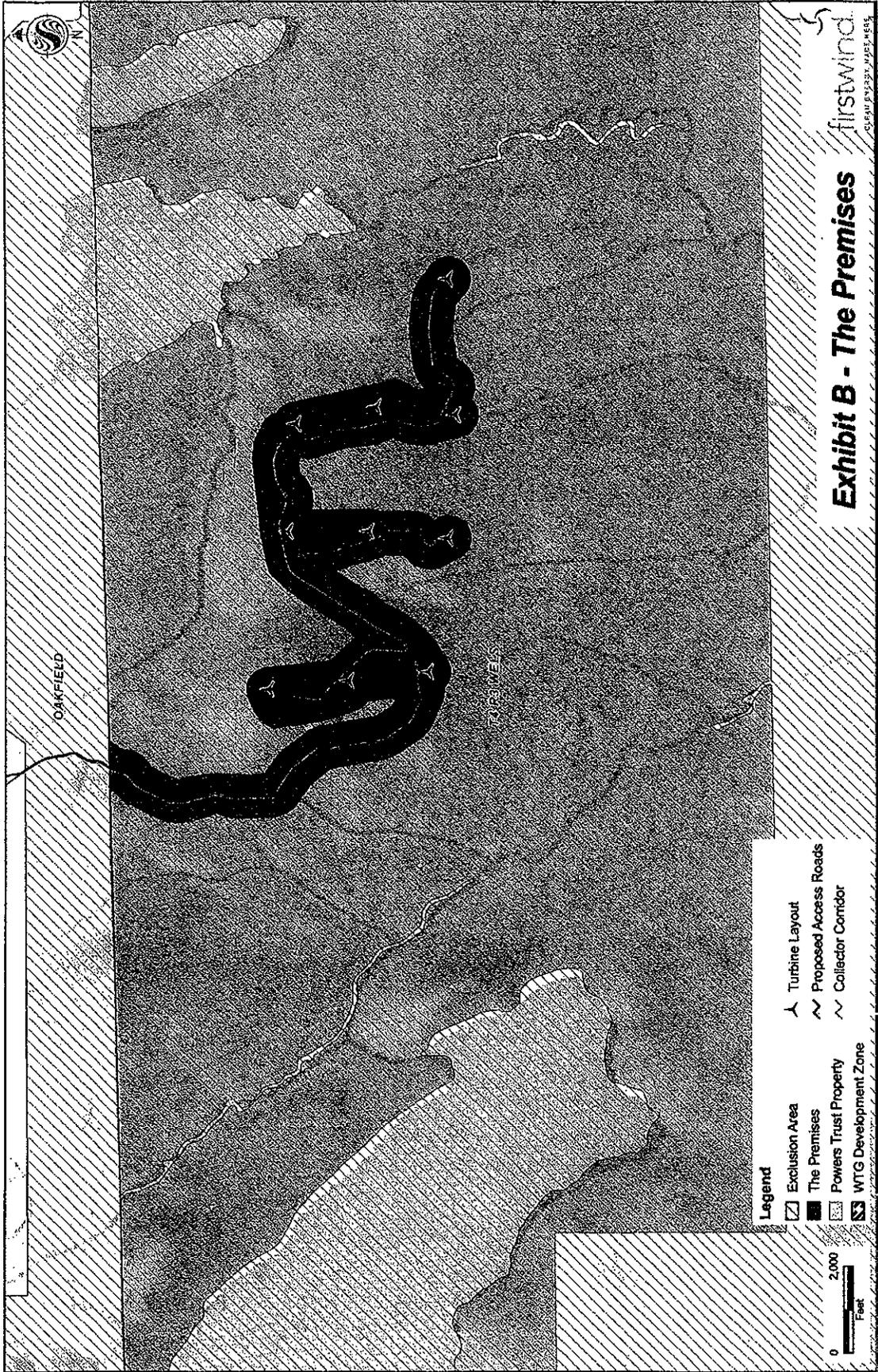


Exhibits to Memorandum of Lease:

Exhibit A: Deed(s) of Property

1. Parcel (3) described in the Deed from The Dorcourt Company dated October 14, 1947 recorded in Aroostook County Southern Registry of Deeds in Book 614, Page 509;
2. Deed from James A. Canton dated November 10, 1949, recorded in Aroostook County Southern Registry of Deeds in Book 593, Page 340;
3. Parcels (1), (2) and (3) described in the Deed from The Dorcourt Company dated January 9, 1956, recorded in said Registry in Book 704, Page 177.

Exhibit B: Sketch of Premises (See attached)



Received
 ARDSTOCK SS
 PATRICIA F BROWN-REGISTER