

## Turbine Area - Title, Right, and Interest - *Click desired row to jump to agreement*

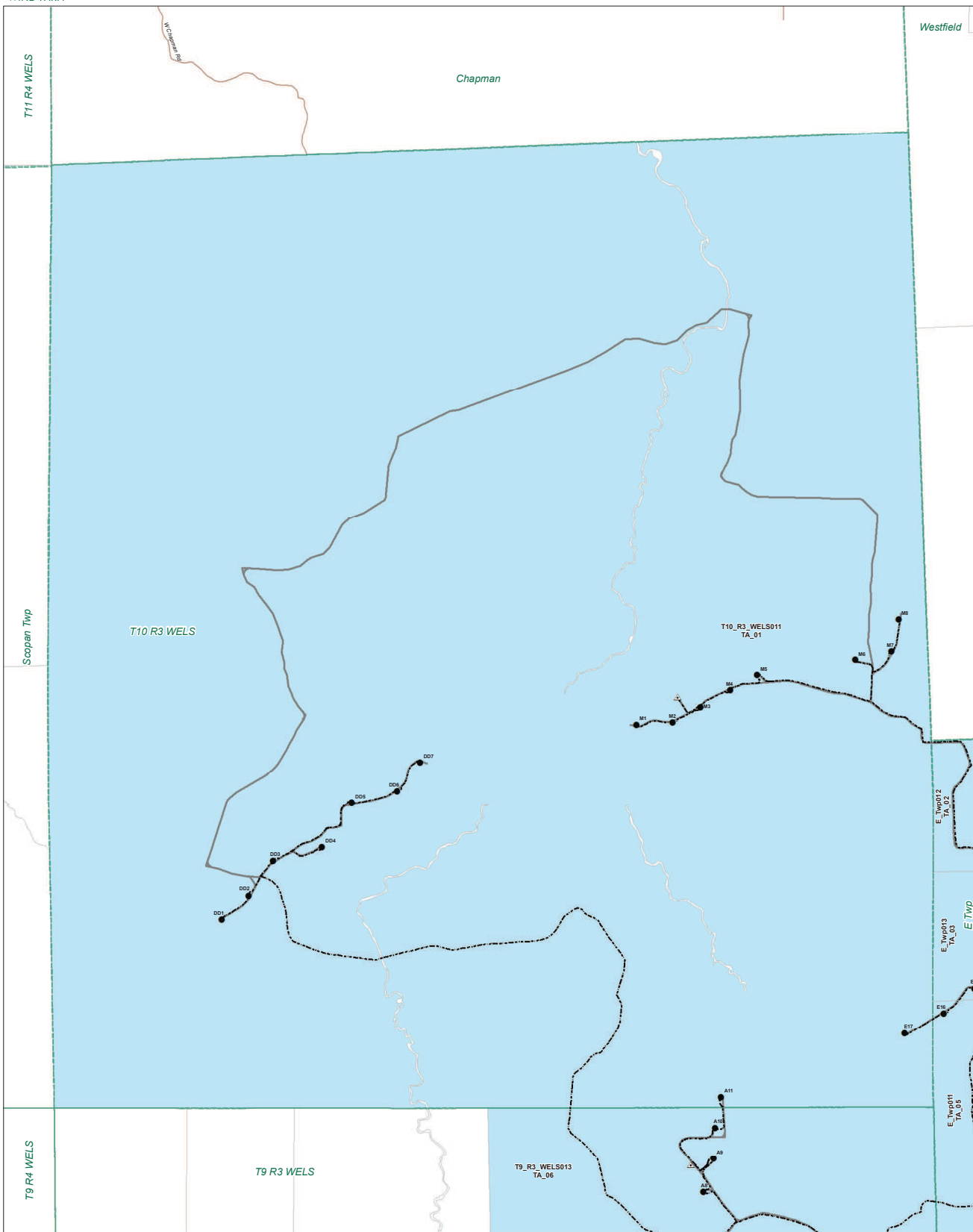
Number	Location	Tax Map	Plan	Lot	Project Area	Project Map	Current Owner	TRI
001 of 009	T10 R3 WELS	AR010	01	1	Turbine Area	TA_01	Prentiss and Carlisle	Leased
002 of 009	E Township	AR108	01	2	Turbine Area	TA_02	Griswold Trust c/o Prentiss and Carlisle	Leased
003 of 009	E Township	AR108	1	3	Turbine Area	TA_03	R.A. Crawford & Son Land & Timber, Inc.	Leased
003 of 009	E Township	AR108	1	4	Turbine Area	TA_04	R.A. Crawford & Son Land & Timber, Inc.	Leased
002 of 009	E Township	AR108	1	1	Turbine Area	TA_05	Griswold Trust c/o Prentiss and Carlisle	Leased
003 of 009	T9 R3 WELS	AR009	01	3	Turbine Area	TA_06	R.A. Crawford & Son Land & Timber, Inc.	Leased
003 of 009	TD R2 WELS	AR003	01	2	Turbine Area	TA_07	R.A. Crawford & Son Land & Timber, Inc.	Leased
002 of 009	TD R2 WELS	AR003	01	1	Turbine Area	TA_08	Griswold Trust c/o Prentiss & Carlisle	Leased
002 of 009	TD R2 WELS	AR003	01	3	Turbine Area	TA_08.1	Griswold Trust c/o Prentiss and Carlisle	Leased
004 of 009	TD R2 WELS	AR003	01	10	Turbine Area	TA_08.2	Alan M Plourd	Agreement
003 of 009	TD R2 WELS	AR003	01	5	Turbine Area	TA_09	R.A. Crawford & Son Land & Timber, Inc.	Leased
003 of 009	TD R2 WELS	AR003	01	6	Turbine Area	TA_10	R.A. Crawford & Son Land & Timber, Inc.	Leased
003 of 009	TD R2 WELS	AR003	01	7	Turbine Area	TA_11	R.A. Crawford & Son Land & Timber, Inc.	Leased
002 of 009	TD R2 WELS	AR003	01	8	Turbine Area	TA_12	Griswold Trust c/o Prentiss and Carlisle	Leased
003 of 009	TD R2 WELS	AR003	01	11	Turbine Area	TA_13	R.A. Crawford & Son Land & Timber, Inc.	Leased
003 of 009	TD R2 WELS	AR003	01	12	Turbine Area	TA_14	R.A. Crawford & Son Land & Timber, Inc.	Leased
005 of 009	TD R2 WELS	AR003	1	14.2	Turbine Area	TA_15	Phillips Trustees c/o Seven Islands Land Company	Leased
006 of 009	TD R2 WELS	AR003	01	13	Turbine Area	TA_16	Peter Markalunas	Leased
003 of 009	T8 R3 WELS	AR008	01	01, 02	Turbine Area	TA_17	Lakeville Shores, Inc.	Leased
003 of 009	T8 R3 WELS	AR008	01	01, 02	Turbine Area	TA_18	Lakeville Shores, Inc.	Leased
003 of 009	Saint Croix Township	AR016	01	04	Turbine Area	TA_19	Lakeville Shores, Inc.	Leased
007 of 009	Bridgewater	14		1	Turning Radii	TA_20	Town of Bridgewater	Agreement
008 of 009	Bridgewater	8		24	Turning Radii	TA_22	Ryan and Wendy Bradstreet	Agreement
009 of 009	Bridgewater	4		2	Turning Radii	TA_21	Joanna Hutchison	Agreement



NUMBER NINE WIND FARM

# Number Nine Wind Farm

## Section 2 - Title, Right, and Interest



### Legend

#### Parcels

#### Project Map

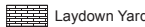
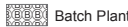
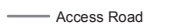
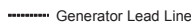
TA - Turbine Area

NL - Northern Gen Lead Line

BP - Bridal Path

Not Part of Number Nine Project

Townships



Author - Jon Dove  
Date: 3/19/2015  
Version - 1

Datum -

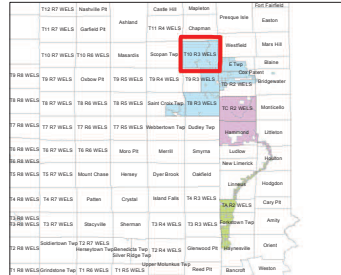
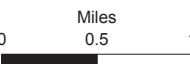
Projection - NAD 83 State Plane ME E 1801 FT

Data Sources - ESRI, EDPR, MEGIS

Notes -



1:20,670



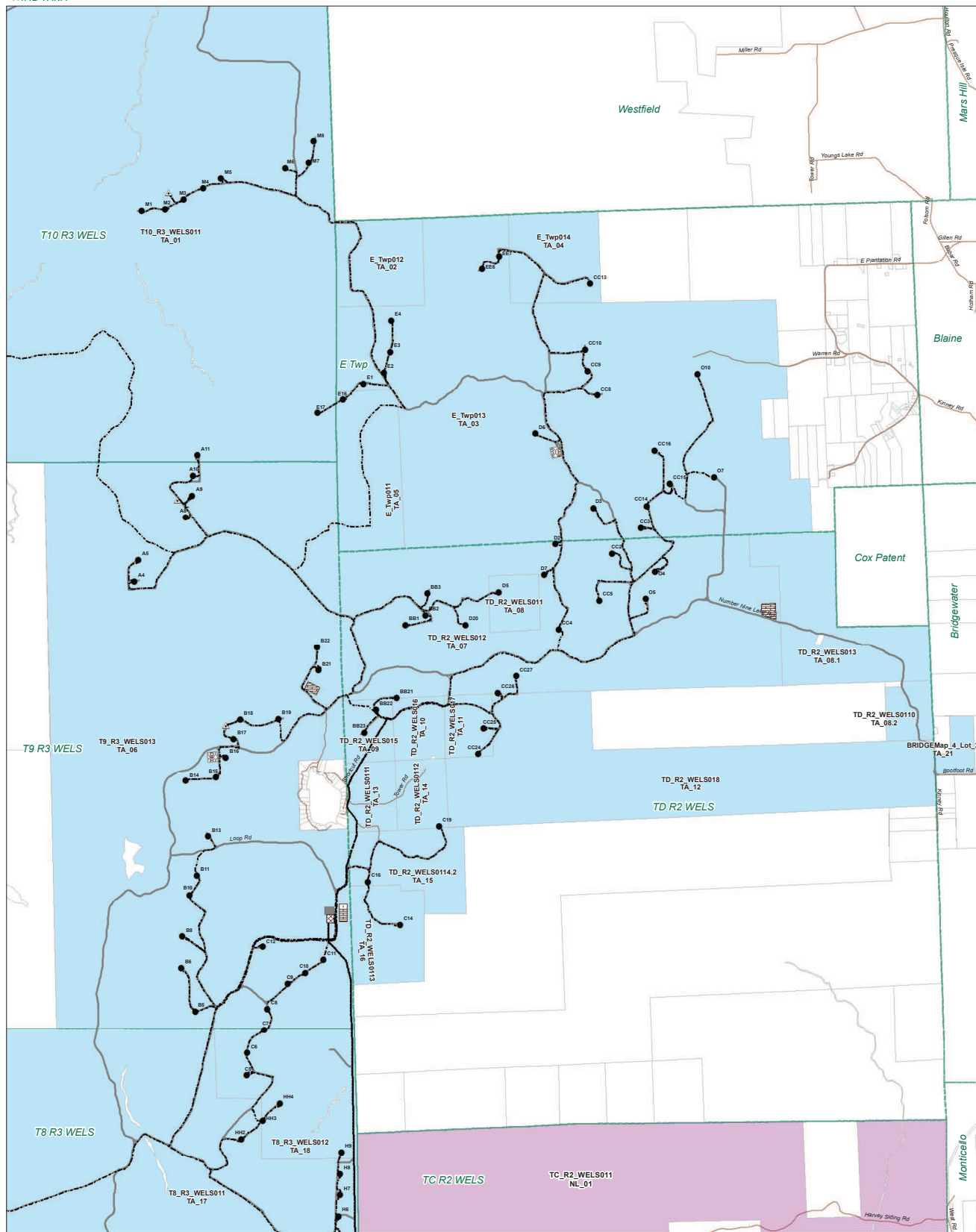


NUMBER NINE WIND FARM

# Number Nine Wind Farm

## Section 2 - Title, Right, and Interest

Map 2 of 4



### Legend

#### Project Map

- TA - Turbine Area
- NL - Northern Gen Lead Line
- BP - Bridal Path
- Not Part of Number Nine Project
- Townships

- Turbine
- Substation
- O&M Building
- Batch Plant
- Laydown Yard
- Generator Lead Line
- Collection
- Access Road
- Existing Roads

Author - Jon Dove  
 Date: 3/19/2015  
 Version - 1

Datum -

Projection -  
 NAD 83 State Plane ME E 1801 FT  
 Data Sources - ESRI, EDPR, MEGIS

Notes -



1:31,500

Miles



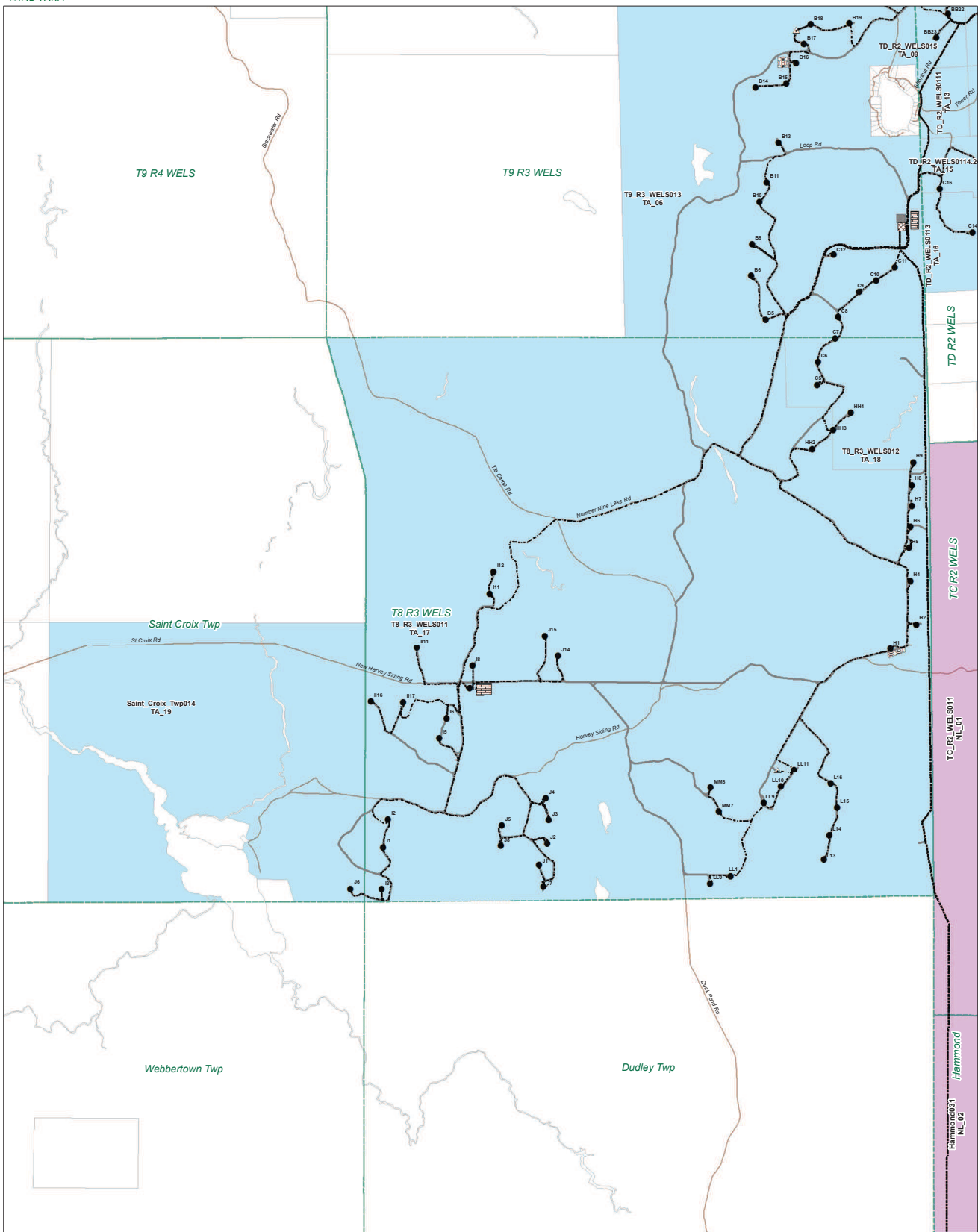
T12 R3 WELS	Nashville Pt	Castle Hill	Widdowson	Shogun Site	1077 (2015)
T11 R3 WELS	Garfield Pt	Ashland	T11 R3 WELS	Chapman	Castle Hill
T10 R3 WELS	T10 R3 WELS	Melrose	Shogun Top	T10 WELS	Shogun
T9 R3 WELS	T9 R3 WELS	Osborne Pt	T9 R3 WELS	T9 R3 WELS	Shogun
T8 R3 WELS	T8 R3 WELS	T8 R3 WELS	Shogun Top	T8 R3 WELS	Monticello
T7 R3 WELS	T7 R3 WELS	T7 R3 WELS	Widdowson Top	Osborne Top	London
T6 R3 WELS	T6 R3 WELS	T6 R3 WELS	Monticello	Monticello	London
T5 R3 WELS	T5 R3 WELS	T5 R3 WELS	Monticello	Monticello	London
T4 R3 WELS	T4 R3 WELS	T4 R3 WELS	Monticello	Monticello	London
T3 R3 WELS	T3 R3 WELS	T3 R3 WELS	Monticello	Monticello	London
T2 R3 WELS	T2 R3 WELS	T2 R3 WELS	Monticello	Monticello	London
T1 R3 WELS	T1 R3 WELS	T1 R3 WELS	Monticello	Monticello	London



NUMBER NINE WIND FARM

# Number Nine Wind Farm

## Section 2 - Title, Right, and Interest



### Legend

**Parcels**

- TA - Turbine Area
- NL - Northern Gen Lead Line
- BP - Bridal Path
- Not Part of Number Nine Project
- Townships

- Turbine
- Met Tower
- Generator Lead Line
- Collection
- Access Road
- Existing Roads
- Substation
- O&M Building
- Batch Plant
- Laydown Yard

Author - Jon Dove  
 Date: 3/19/2015  
 Version - 1

Datum -  
 Projection -  
 NAD 83 State Plane ME E 1801 FT

Data Sources -ESRI, EDPR, MEGIS

Notes -

Miles

0 1 2

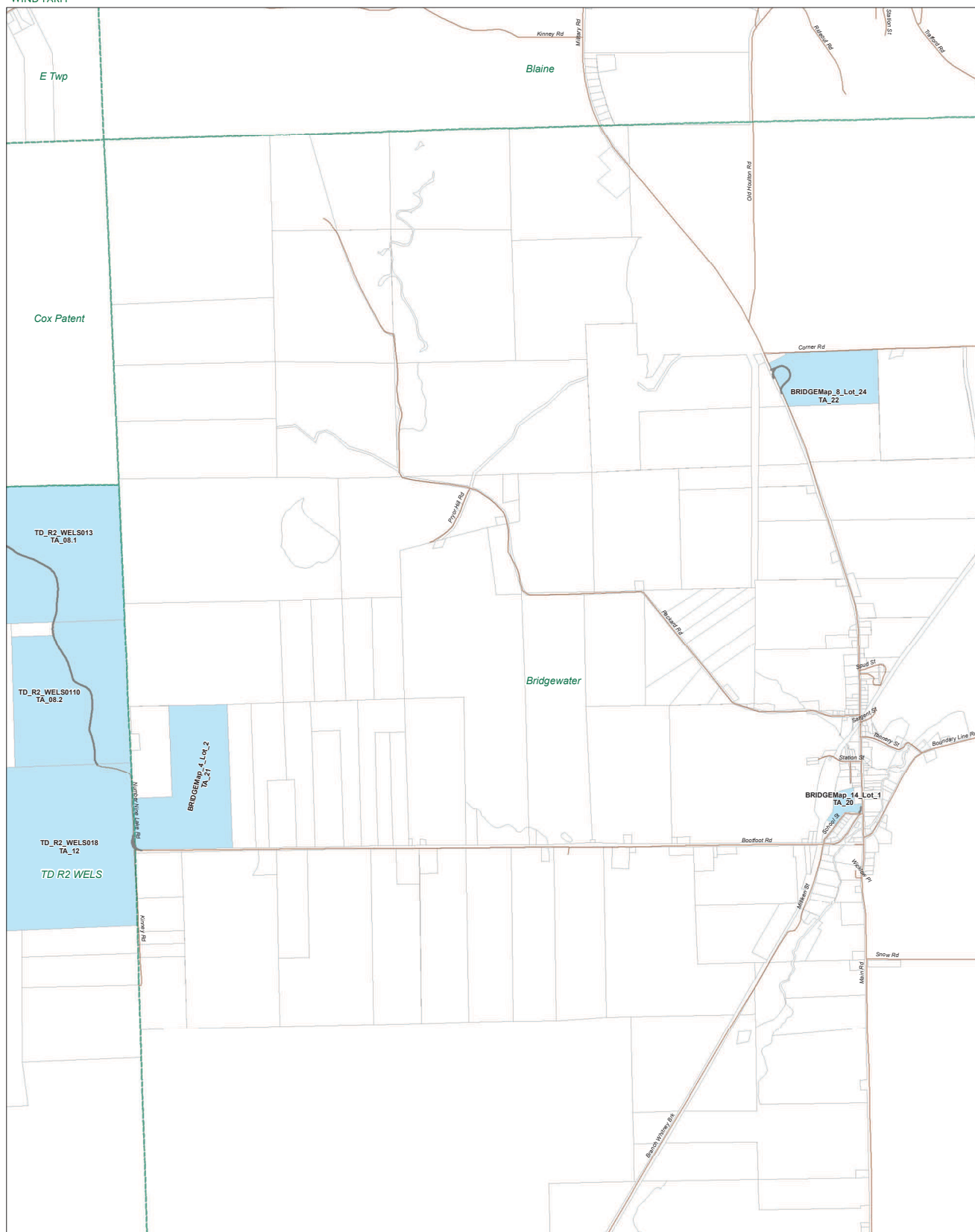
T12 R7 WELS	Nashville PI	Castle Hill	Wilmont	Prospect Hill	1077 GOLFERS
T11 R7 WELS	Garfield PI	Ashford	T11 R4 WELS	Chapman	Canon
T10 R7 WELS	T10 R6 WELS	Melrose	Sagehen Twp	T10 R3 WELS	Headford
T9 R6 WELS	T9 R7 WELS	Osborne PI	T9 R6 WELS	T9 R5 WELS	Chapman
T8 R6 WELS	T8 R7 WELS	T8 R6 WELS	St Croix Twp	T8 R5 WELS	Hammond
T7 R6 WELS	T7 R7 WELS	T7 R6 WELS	St Croix Twp	T7 R5 WELS	Monticello
T6 R6 WELS	T6 R7 WELS	T6 R6 WELS	St Croix Twp	T6 R5 WELS	London
T5 R6 WELS	T5 R7 WELS	T5 R6 WELS	St Croix Twp	T5 R5 WELS	London
T4 R6 WELS	T4 R7 WELS	T4 R6 WELS	St Croix Twp	T4 R5 WELS	London
T3 R6 WELS	T3 R7 WELS	T3 R6 WELS	St Croix Twp	T3 R5 WELS	London
T2 R6 WELS	T2 R7 WELS	T2 R6 WELS	St Croix Twp	T2 R5 WELS	London
T1 R6 WELS	T1 R7 WELS	T1 R6 WELS	St Croix Twp	T1 R5 WELS	London



NUMBER NINE WIND FARM

# Number Nine Wind Farm

## Section 2 - Title, Right, and Interest



### Legend

#### Parcels

#### Project Map

TA - Turbine Area

NL - Northern Gen Lead Line

BP - Bridal Path

Not Part of Number Nine Project

Townships



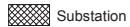
Met Tower

Generator Lead Line

Collection

Access Road

Existing Roads



O&M Building

Batch Plant

Laydown Yard

Author - Jon Dove  
Date: 3/19/2015  
Version - 1

Datum -

Projection -  
NAD 83 State Plane ME E 1801 FT

Data Sources -ESRI, EDPR, MEGIS

Notes -



1:12,890

Miles



T12 R2 WELLS	Washburne Pt	Castle Hill	Walden	Prospect Hill	1037 (2) WELLS
T11 R2 WELLS	Garfield Pt	Ashtabud	T11 R4 WELLS	Chapman	Caston
T10 R2 WELLS	T10 R4 WELLS	Melrose	Belmont Tap	T10 R2 WELLS	Headfield
T9 R4 WELLS	T9 R2 WELLS	Oriskany Pt	T9 R4 WELLS	T9 R2 WELLS	1017 (2) WELLS
T8 R4 WELLS	T8 R2 WELLS	T8 R4 WELLS	1017 (2) WELLS	T8 R2 WELLS	Monticello
T7 R4 WELLS	T7 R2 WELLS	T7 R4 WELLS	Walden	T7 R2 WELLS	London
T6 R4 WELLS	T6 R2 WELLS	T6 R4 WELLS	1017 (2) WELLS	T6 R2 WELLS	1017 (2) WELLS
T5 R4 WELLS	T5 R2 WELLS	T5 R4 WELLS	1017 (2) WELLS	T5 R2 WELLS	1017 (2) WELLS
T4 R4 WELLS	T4 R2 WELLS	T4 R4 WELLS	1017 (2) WELLS	T4 R2 WELLS	1017 (2) WELLS
T3 R4 WELLS	T3 R2 WELLS	T3 R4 WELLS	1017 (2) WELLS	T3 R2 WELLS	1017 (2) WELLS
T2 R4 WELLS	T2 R2 WELLS	T2 R4 WELLS	1017 (2) WELLS	T2 R2 WELLS	1017 (2) WELLS
T1 R4 WELLS	T1 R2 WELLS	T1 R4 WELLS	1017 (2) WELLS	T1 R2 WELLS	1017 (2) WELLS

**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

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THIS DOCUMENT WAS PREPARED BY: GENERAL COUNSEL, 808 TRAVIS STREET, HOUSTON, TEXAS 77002 (713) 265-0350

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**MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS**

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of March 31, 2015 (the "Effective Date"), between Prentiss & Carlisle Company, Inc., a Maine corporation, McCrillis Timberland, LLC, a Delaware limited liability company, Greentrees, Inc., a Maine corporation, CDT Maine Timberlands LLC, a Maine limited liability company; Dale Martin Bragdon, James Collier, Personal Representative of the Estate of J. Arthur Collier, James Collier, Personal Representative of the Estate of Bertha P. Collier, Elizabeth B. Maker, Brian Martin, Frank Martin, Jr, Kent Martin, Philip R. Martin; Scott Martin, Thomas Martin, Laura L. Pike, Doris Sawyer; Nancy C. Sawyer, Peter Sawyer, John C. Sawyer, Brenda L. Carr, Judith Connole, Dolores L. Davis, Kenneth L. Martin, Rebecca L. Russell, George W. Martin, Jr, Angela Martin Wade and Earl Shrier (together with their respective successors and assigns, collectively and individually, as the case may be, "Landowner") and Number Nine Wind Farm LLC, a Delaware limited liability company (together with its successors and assigns, "Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

**RECITALS**

WHEREAS, Landowner and Wind Company entered into that certain Wind Energy Lease and Agreement with Grant of Easements dated March 31, 2015 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Wind Company desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators and other related equipment and facilities, including, without limitation, power lines and roadways for the production, collection and transmission of electrical energy, all of the foregoing to be located in, on, over, across and under portions of the Property (as defined below) and in, on, over, across and under other real property in the vicinity of the Property in which Wind Company has acquired certain rights or in which Wind Company contemplates acquiring certain rights (together with the Property, the "Wind Project Property").

WHEREAS, Landowner is the owner of the Property described on Exhibit "A" attached hereto and made a part hereof (and as generally depicted on the map attached hereto as Exhibit "A-1") (the "Property"), Exhibit A-1 also shows the portion of the Property leased hereunder ("the Leased Premises"). Wind Company also wishes to lease and obtain certain easements as a part of the



Wind Project Property, and Landowner wishes to lease same to Wind Company and to grant the easements set forth herein below, all subject to the further terms and conditions hereof. The Parties agree that for purposes of this Lease, the Leased Premises consist of approximately Seven Thousand Four Hundred Thirty-Two (7,432) acres of land. The actual amount acreage of the Leased Premises will be determined prior to the Commencement of Construction which said acreage shall be substituted for the number in the preceding sentence.

WHEREAS, Wind Company may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on, over and under certain real property in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

WHEREAS, Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Wind Company rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner, the Leased Premises, including all air space thereof, which said Leased Premises is located in the County of Aroostook (the "County"), for the following purposes (collectively, "Operations"), in the State of Maine (the "State") for the benefit of one or more Projects (as defined in the Lease) upon all of the terms and conditions hereinafter set forth herein:

2.1 Determining the feasibility of wind energy conversion on the Leased Premises or on other Wind Project Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2 Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3 Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for use only in connection with a Project: (i) wind machines, wind turbine generators, wind energy conversion systems and wind power generating facilities (including associated towers, foundations and other structures and equipment), and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "Generating Units"); (ii) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, splice and junction boxes, switch panels, conduits, footings, foundations, towers, poles, cross arms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (iii) overhead and underground control, communications and radio relay systems and telecommunications equipment, including microwave towers, dishes, and control, fiber, wires, cables, conduit and poles; (iv) meteorological towers, guy wires, braces and wind measurement equipment; (v) roads and erosion control facilities; (vi) signs; (vii) fences and other



safety and protection facilities; and (viii) other improvements, facilities, appliances, machinery and equipment associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4 Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of the Existing Roads designated on Exhibit A-1, or on roads (including any required turning radius from public roads) constructed by Wind Company or Wind Company's contractors pursuant to this Agreement (provided that any new road construction shall require advance written notice by Wind Company to Prentiss & Carlisle Management Co., Inc., notice is not required to individual Landowners, except as provided in Section 10.1 of the Lease) and the location of which shall be approved by Prentiss & Carlisle Management Co., Inc. (except as provided in Section 10.11 of the Lease), which approval shall not be unreasonably withheld (collectively, "Access Rights");

2.5 Conducting site tours to demonstrate the environmental and other benefits of electrical generation from wind power; and

2.6 Undertaking any other activities that Wind Company or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking, tests and studies, including but not limited to environmental, biological, cultural, geotechnical drilling and studies and other uses permitted under this Lease as set forth elsewhere herein. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Wind Company or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Leased Premises with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Wind Company, a Sublessee or one or more third parties authorized by Wind Company or a Sublessee.

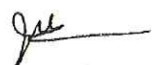
### 3. Easements.

3.1 In addition, Landowner hereby grants to Wind Company the following easements for the benefit of one or more Projects and the Wind Project Property (collectively, the "Easements" and individually an "Easement"):

3.1.1 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;

3.1.2 If and as agreed in the Site Plan, an exclusive easement to permit the rotors of Generating Units located on adjacent properties in the Project to overhang the Property and, with necessary governmental approvals, to encroach into any county, state or other governmental setback;

3.1.3 A non-exclusive easement on the Property (including portions of the Leased Premises) for the Access Rights ("Access Easement") over the Existing Roads designated on Exhibit A-1, and any new roads constructed by Landowner or Wind Company to serve the Projects and identified in amendments to this Agreement;





3.1.4 A non-exclusive easement for audio, visual, view, reflective light, shadow flicker, noise (sometimes hereafter "sound"), shadow and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property and any other property owned by Landowner adjacent to or in the vicinity of the Property (collectively, for purposes of this section, "Servient Land"), including but not limited to (a) the right to have sound generated from the Project or Operations impact the Servient Land and exceed otherwise applicable federal, state or local maximum sound level limits applicable to locations on the Servient Land; and (b) the right to cast shadows or shadow flicker from the Project or Operations onto the Servient Land, provided however that Wind Company shall use commercially reasonable efforts to mitigate the effects of any television or radio frequency interference. To the extent the Servient Land in Township 10 Range 3 W.E.L.S. includes one or more recreational camp leases which will be affected by any of the sound, shadow and shadow flicker easements, Landowner shall provide written notice to each recreational lessee of the same;

3.1.5 An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"), together with the right to temporary earthmoving as necessary to build suitable access routes for the Crane Travel Path Easement as indicated on the Site Plan. The Crane Path Easement shall be exclusive only within areas specified as such on the Site Plan (defined in Section 1.7 of the Lease) for installation of Generating Units and other Wind Power Facilities; and

3.1.6 If and as agreed in the Site Plan, a seventy-five (75) foot wide non-exclusive easement (the "Distribution Easement") and right to install, maintain, repair and operate on the Leased Premises underground at least thirty-six (36) inches below the surface (or above ground which will include poles, wires, cables, guy wires and other related equipment if agreed to in the Site Plan reasonably necessary or required), distribution and collection lines which carry electricity to and from the Wind Project Property, communication lines which carry communications to and from the Wind Project Property, and other above ground junction boxes, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing. To the extent that access roads and collection lines run parallel to each other from one Generating Unit to another, said road and lines will be located adjacent to each other to minimize the clearing of timber and the removal of topsoil;

3.1.7 A non-exclusive temporary "Construction Easement" for purposes of constructing, maintaining, repairing, replacing, and removing all or any part or element of (i) the access roads located off the Leased Premises and (ii) the access roads located within the Leased Premises. The portion of the Property and the Leased Premises subject to the burden of this easement is referred to as the "Construction Easement Property" and is identified and located as shown on Exhibit "A-1". The exact size and configuration of the Construction Easement will vary with location and function as reasonably determined by engineering and construction personnel, but is generally expected to comprise (ia) an area thirty-three (33) feet on each side of all of the access roads measured from the center line of such access roads as identified on Exhibit "A-1" located off the Leased Premises and (iia) an area of approximately two hundred (200) feet of additional width of each side of all of the access roads measured from the center line of such access roads located within the Leased Premises. Wind Company may exercise its right to use all or any part of the Construction Easement Property as and when Wind Company deems it necessary or advisable to do so to perform the activities for which this Construction Easement is granted. Wind Company may enter the adjoining portions of the Property outside the sixty-six (66') foot Construction Easement Property as identified on Exhibit "A-1" for access roads located off the Leased Premises, within the narrowest limits practical, to install drainage and storm water buffers and to maintain



phosphorous buffers, and to revegetate and make other improvements which are necessary to satisfy the requirements of any permits applicable to use of the access roads, and to maintain the Construction Easement Property consistent with the requirement of such permits. All work shall be in accordance with all applicable laws, codes, ordinances and other governmental requirements. Nothing contained here to the contrary shall limit Wind Company's rights under Section 4.1 of the Lease.

3.1.8 When using the Construction Easement, Wind Company will implement suitable wind erosion control on disturbed ground caused by construction or Wind Company's other activities. After each use of the Construction Easement, Wind Company to the extent reasonably possible shall restore the Construction Easement Property to the condition it was in before Wind Company's use.

3.2 Notwithstanding anything contained herein to the contrary, the Easements shall continue for so long as a Project or any Wind Power Facilities exist on any of the Wind Project Property, including replacements thereof, unless terminated in writing by Wind Company, and shall not terminate on, and shall survive after, the termination or expiration of this Lease so long as Wind Company pays to Landowner annually, in advance, the payments as provided in the Lease.

The terms and conditions set forth in the Lease for the Easements shall continue and remain in effect during the Extended Term as provided in Section 1.3 of the Lease. Any annual payment due under Section 3.1 of the Lease, that has accrued for less than a 365-day period shall be prorated by Wind Company on the basis of a 365-day year. Wind Company shall have the right to terminate or surrender the Easements at any time without further liability to Landowner (including but not limited to the annual payment referred to in Section 1.3 of the Lease) and is therefore subject to proration under Section 3.1 of the Lease. Notwithstanding the foregoing, in no event shall any of the Easements continue longer than the longest period permitted by Law (hereinafter defined).

3.3 To the extent that (a) Landowner now or in the future owns or leases any land adjacent to the Property or (b) Wind Company, any Sublessee or any affiliate of any thereof owns, leases or holds an easement over land adjacent to the Property and has installed or constructed or desires to install or construct Wind Power Facilities on said land at and/or near the common boundary between the Property and said land, Landowner hereby waives any and all setbacks and setback requirements, whether imposed by Law (hereinafter defined) or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit heretofore or hereafter issued to Wind Company, such Sublessee or such affiliate. Further, if so requested by Wind Company or any Sublessee or affiliate, Landowner shall promptly execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Wind Company, a Sublessee or the County in connection therewith and return the same thereto within thirty (30) days after such request.

3.4 With respect to each Easement granted hereunder, (a) to the extent permitted by Law, and subject to termination due to Wind Company's or any Sublessee's uncured defaults as provided herein, such Easement shall be appurtenant to the applicable leasehold estate; (b) such Easement shall run with the Leased Premises for the benefit of the Wind Project Property; (c) except for non-payment of rental and other lessee defaults as provided therein, no act or failure to act on the part of Wind Company or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a release



of such holder's rights under the Easement; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof; and (e) no use of or improvement to the Leased Premises or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement. To the extent any of the provisions of this Lease relating to the Easements are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that the Easements shall be as assignable and alienable easements in gross transferable only if the holder is not in default hereunder, and only for the purposes of the Lease to parties succeeding Wind Company thereunder, and its and their respective Sublessees.

4. Term. The Lease shall initially be for a term (the "Initial Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) three (3) years after the Effective Date or (b) the date on which the First Extended Term (as defined below) commences. Wind Company shall have the right and option (the "Initial Development Term Extension Option") to extend the Initial Development Term for an additional period of three (3) years upon the terms and conditions as provided in the Lease.

4.1 Extended Term. Wind Company shall have the right and option (the "Extension Option") to extend the term of the Lease for one period of twenty-five (25) years, plus three additional periods of ten (10) years each (each, an "Extended Term") upon the terms and conditions as provided in the Lease.

5. Other Provisions. The Lease is for the additional purposes, which are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Landowner, use of the Property by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Property, and Wind Company may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal



representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

**[SIGNATURES ON NEXT PAGE]**

A handwritten signature in black ink, consisting of a stylized first name followed by a horizontal line.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By:   
Name: Steve Irvin  
Title: Executive Vice President, Central Region

LANDOWNER:

Prentiss & Carlisle Co., Inc., a Maine corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

McCrillis Timberland, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Greentrees, Inc., a Maine corporation

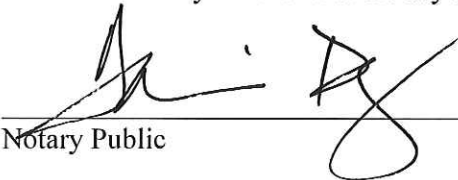
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

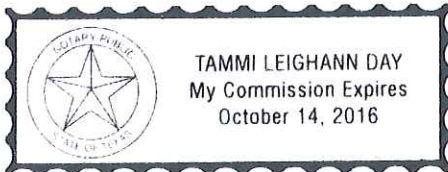
**ACKNOWLEDGEMENT  
FOR THE WIND COMPANY**

STATE OF Texas )  
COUNTY OF Harris ) ss: )

On this 31st day of March, 2015, before me personally appeared Steve Irvin, to me known to me to be the Executive V.P. of **Number Nine Wind Farm LLC**, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
\_\_\_\_\_  
Notary Public



IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.


WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LANDOWNER:

Prentiss & Carlisle Co., Inc., a Maine corporation

By:  \_\_\_\_\_  
Name: Benjamin D. Carlisle  
Title: President

McCrillis Timberland, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Greentrees, Inc., a Maine corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENTS  
FOR THE LANDOWNER**

STATE OF Maine )  
 ) ss:  
COUNTY OF Penobscot )

On this 20 day of March, 2015, before me personally appeared \_\_\_\_\_  
Benjamin D. Carlisle, to me known to me to be the President  
of **Prentiss & Carlisle Co., Inc.**, a Maine corporation, the company that executed the within and  
foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of  
said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized  
to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year  
first above written.

Cathy McKay  
\_\_\_\_\_  
Notary Public

**CATHY MCKAY**  
Notary Public • State of Maine  
My Commission Expires May 24, 2018



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_, to me known to me to be the \_\_\_\_\_  
of **McCrillis Timberland, LLC**, a Delaware limited liability company, the company that executed the  
within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act  
and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he  
was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year  
first above written.

\_\_\_\_\_  
Notary Public



IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LANDOWNER:

Prentiss & Carlisle Co., Inc., a Maine corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

McCrillis Timberland, LLC, a Delaware limited liability company

By:  \_\_\_\_\_  
Name: JOHN C. LOCKE  
Title: PRESIDENT

Greentrees, Inc., a Maine corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENTS  
FOR THE LANDOWNER**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_, to me known to me to be the \_\_\_\_\_ of **Prentiss & Carlisle Co., Inc.**, a Maine corporation, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public

STATE OF Maine )  
 ) ss:  
COUNTY OF Penobscot )

On this 24<sup>th</sup> day of March, 2015, before me personally appeared John C. Locke, to me known to me to be the President of **McCrillis Timberland, LLC**, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Cathy McKay  
\_\_\_\_\_  
Notary Public

**CATHY MCKAY**  
Notary Public • State of Maine  
My Commission Expires May 24, 2018



IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY:

Number Nine Wind Farm LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LANDOWNER:

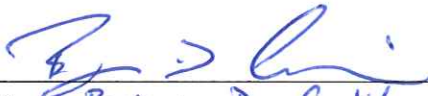
Prentiss & Carlisle Co., Inc., a Maine corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

McCrillis Timberland, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Greentrees, Inc., a Maine corporation

By:  \_\_\_\_\_  
Name: Benjamin D. Carlisle  
Title: President

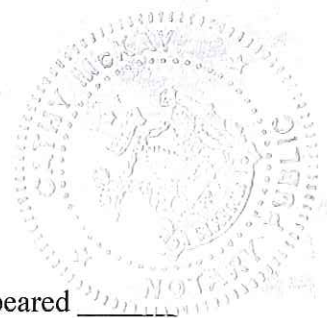
STATE OF Maine )  
 ) ss:  
COUNTY OF Penobscot )

On this 20 day of March, 2015, before me personally appeared \_\_\_\_\_  
Benjamin D Carlisle, to me known to me to be the President  
of **Greentrees, Inc.**, a Maine corporation, the company that executed the within and foregoing  
instrument, and acknowledged said instrument to be the free and voluntary act and deed of said  
company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to  
execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year  
first above written.

Cathy McKay  
\_\_\_\_\_  
Notary Public

**CATHY MCKAY**  
**Notary Public • State of Maine**  
**My Commission Expires May 24, 2018**




STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_, to me known to me to be the \_\_\_\_\_  
of **CDT Maine Timberlands LLC**, a Main limited liability company, the company that executed the  
within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act  
and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he  
was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year  
first above written.

\_\_\_\_\_  
Notary Public

CDT Maine Timberlands LLC, a Main limited liability company

By:   
Name: EDWARD T. JOYCE  
Title: Member

\_\_\_\_\_  
Dale Martin Bragdon

Estate of J. Arthur Collier

\_\_\_\_\_  
James Collier, Personal Representative

Estate of Bertha P. Collier

\_\_\_\_\_  
James Collier, Personal Representative

\_\_\_\_\_  
Elizabeth B. Maker

\_\_\_\_\_  
Brian Martin

\_\_\_\_\_  
Frank Martin, Jr.

\_\_\_\_\_  
Kent Martin

\_\_\_\_\_  
Philip R. Martin

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_, to me known to me to be the \_\_\_\_\_ of **Greentrees, Inc.**, a Maine corporation, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public

STATE OF MASSACHUSETTS )  
 ) ss:  
COUNTY OF SUFFOLD )

On this 25<sup>th</sup> day of MARCH, 2015, before me personally appeared \_\_\_\_\_ EDWARD J. JOYCE, to me known to me to be the MEMBER of **CDT Maine Timberlands LLC**, a Main limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ann Louise Rossi  
Notary Public

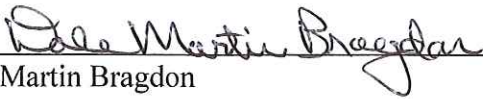


ANN LOUISE ROSSI  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
December 31, 2015



CDT Maine Timberlands LLC, a Main limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
\_\_\_\_\_  
Dale Martin Bragdon

Estate of J. Arthur Collier

\_\_\_\_\_  
James Collier, Personal Representative

Estate of Bertha P. Collier

\_\_\_\_\_  
James Collier, Personal Representative

\_\_\_\_\_  
Elizabeth B. Maker

\_\_\_\_\_  
Brian Martin

\_\_\_\_\_  
Frank Martin, Jr.

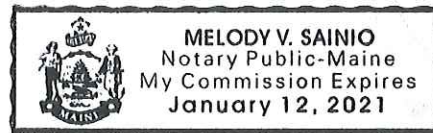
\_\_\_\_\_  
Kent Martin

\_\_\_\_\_  
Philip R. Martin

STATE OF Maine )  
 ) ss:  
COUNTY OF Knox )

On this 24<sup>th</sup> day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Dale Martin Bragdon**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Melody V. Sainio  
Notary Public



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **James Collier, as Personal Representative of the Estate of J. Arthur Collier**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



CDT Maine Timberlands LLC, a Main limited liability company

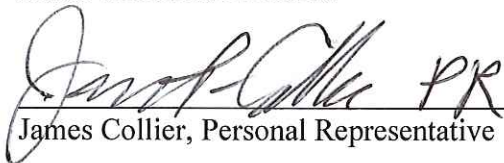
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Dale Martin Bragdon

Estate of J. Arthur Collier

  
\_\_\_\_\_  
James Collier, Personal Representative

Estate of Bertha P. Collier

  
\_\_\_\_\_  
James Collier, Personal Representative

\_\_\_\_\_  
Elizabeth B. Maker

\_\_\_\_\_  
Brian Martin

\_\_\_\_\_  
Frank Martin, Jr.

\_\_\_\_\_  
Kent Martin

\_\_\_\_\_  
Philip R. Martin

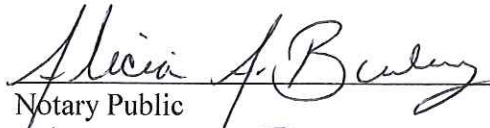
STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Dale Martin Bragdon**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Maine )  
 ) ss:  
COUNTY OF Arrows took )

On this 26<sup>th</sup> day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **James Collier, as Personal Representative of the Estate of J. Arthur Collier**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
Alicia A. Burby  
Notary Public, Maine  
Commission Expires  
9/9/2017

STATE OF Maine )  
 ) ss:  
COUNTY OF Arroostook )

On this 26<sup>th</sup> day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **James Collier, as Personal Representative of the Estate of Bertha P. Collier**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Alicia A. Burby  
Notary Public  
Alicia A. Burby  
Notary Public, Maine  
Commission Expires  
9/9/2017

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Elizabeth B. Maker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

CDT Maine Timberlands LLC, a Main limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Dale Martin Bragdon

Estate of J. Arthur Collier

\_\_\_\_\_  
James Collier, Personal Representative

Estate of Bertha P. Collier

\_\_\_\_\_  
James Collier, Personal Representative

*Elizabeth B. Maker*  
\_\_\_\_\_  
Elizabeth B. Maker

\_\_\_\_\_  
Brian Martin

\_\_\_\_\_  
Frank Martin, Jr.

\_\_\_\_\_  
Kent Martin

\_\_\_\_\_  
Philip R. Martin

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **James Collier, as Personal Representative of the Estate of Bertha P. Collier**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Virginia )  
 ) ss:  
COUNTY OF Hanover )

On this 24 day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Elizabeth B. Maker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Amy M Cole  
Notary Public

**AMY M COLE**  
**NOTARY PUBLIC 7593749**  
**COMMONWEALTH OF VIRGINIA**  
**MY COMMISSION EXPIRES 10/31/2018**

CDT Maine Timberlands LLC, a Main limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Dale Martin Bragdon

Estate of J. Arthur Collier

\_\_\_\_\_  
James Collier, Personal Representative

Estate of Bertha P. Collier

\_\_\_\_\_  
James Collier, Personal Representative

\_\_\_\_\_  
Elizabeth B. Maker

  
\_\_\_\_\_  
Brian Martin

\_\_\_\_\_  
Frank Martin, Jr.

\_\_\_\_\_  
Kent Martin

\_\_\_\_\_  
Philip R. Martin

STATE OF Connecticut )  
 ) ss: Wallingford  
COUNTY OF New Haven )

On this 24<sup>th</sup> day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Brian Martin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Lisa M. Ciccone  
Notary Public

LISA M. CICCONE  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES 03/31/2019

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Frank Martin, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

CDT Maine Timberlands LLC, a Main limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Dale Martin Bragdon

Estate of J. Arthur Collier

\_\_\_\_\_  
James Collier, Personal Representative

Estate of Bertha P. Collier

\_\_\_\_\_  
James Collier, Personal Representative

\_\_\_\_\_  
Elizabeth B. Maker

\_\_\_\_\_  
Brian Martin

*Frank Martin Jr.*  
*Frank Martin Jr.*

\_\_\_\_\_  
Frank Martin, Jr.

\_\_\_\_\_  
Kent Martin

\_\_\_\_\_  
Philip R. Martin



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Brian Martin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Maine )  
 ) ss:  
COUNTY OF Androscoggin )

On this 26 day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Frank Martin, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Deborah A. Carney  
Notary Public

DEBORAH A. CARNEY  
NOTARY PUBLIC  
STATE OF MAINE  
MY COMMISSION EXPIRES NOV 22, 2021



CDT Maine Timberlands LLC, a Main limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Dale Martin Bragdon

Estate of J. Arthur Collier

\_\_\_\_\_  
James Collier, Personal Representative

Estate of Bertha P. Collier

\_\_\_\_\_  
James Collier, Personal Representative

\_\_\_\_\_  
Elizabeth B. Maker

\_\_\_\_\_  
Brian Martin

\_\_\_\_\_  
Frank Martin, Jr.

*Kent D. Martin*  
\_\_\_\_\_  
Kent Martin

\_\_\_\_\_  
Philip R. Martin

STATE OF Virginia )  
 ) ss:  
COUNTY OF Isle of Wight )

On this 24<sup>th</sup> day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Kent Martin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Suzanne E Jones  
Notary Public

**SUZANNE E JONES**  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES NOV. 30, 2018  
COMMISSION # 7369554

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Philip R. Martin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

CDT Maine Timberlands LLC, a Main limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Dale Martin Bragdon

Estate of J. Arthur Collier

\_\_\_\_\_  
James Collier, Personal Representative

Estate of Bertha P. Collier

\_\_\_\_\_  
James Collier, Personal Representative

\_\_\_\_\_  
Elizabeth B. Maker

\_\_\_\_\_  
Brian Martin

\_\_\_\_\_  
Frank Martin, Jr.

\_\_\_\_\_  
Kent Martin

  
\_\_\_\_\_  
Philip R. Martin

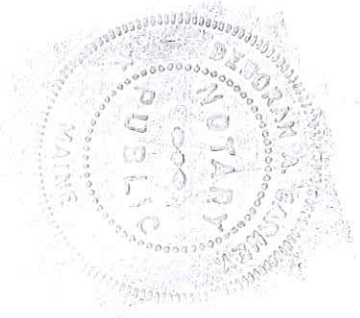
STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Kent Martin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Maine )  
 ) ss:  
COUNTY OF Androscoggin )

On this 23 day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Philip R. Martin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.



Deborah A. Carney  
Notary Public

DEBORAH A. CARNEY  
NOTARY PUBLIC  
STATE OF MAINE  
MY COMMISSION EXPIRES NOV 22, 2021

  
\_\_\_\_\_  
Scott Martin

\_\_\_\_\_  
Thomas Martin

\_\_\_\_\_  
Laura L. Pike

\_\_\_\_\_  
Doris Sawyer

\_\_\_\_\_  
Nancy C. Sawyer

\_\_\_\_\_  
Peter Sawyer

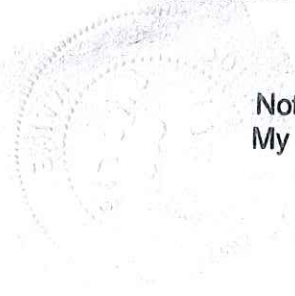
\_\_\_\_\_  
John C. Sawyer

\_\_\_\_\_  
Brenda L. Carr

\_\_\_\_\_  
Judith Connole

STATE OF Maine )  
 ) ss:  
COUNTY OF Penobscot )

On this 24<sup>th</sup> day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Scott Martin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.



DIANN L. GAGNON  
Notary Public • State of Maine  
My Commission Expires 9/2/17

*Diann L. Gagnon*  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Thomas Martin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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Scott Martin

*Thomas Martin*

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Thomas Martin

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Laura L. Pike

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Doris Sawyer

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Nancy C. Sawyer

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Peter Sawyer

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John C. Sawyer

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Brenda L. Carr

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Judith Connole



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Scott Martin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

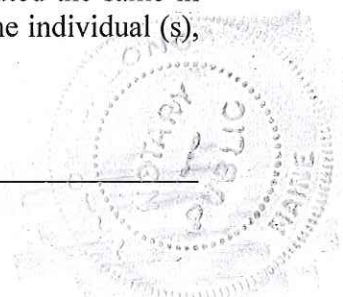
\_\_\_\_\_  
Notary Public

STATE OF Maine )  
 ) ss:  
COUNTY OF Arroostook )

On this 23<sup>rd</sup> day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Thomas Martin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Tracy J. Long  
Notary Public

**TRACY J. LONG**  
Notary Public, Maine  
My Commission Expires August 24, 2018



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Scott Martin

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Thomas Martin



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Laura L. Pike

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Doris Sawyer

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Nancy C. Sawyer

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Peter Sawyer

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John C. Sawyer

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Brenda L. Carr

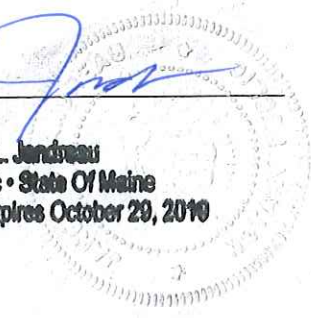
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Judith Connoles

STATE OF Maine )  
 ) ss:  
COUNTY OF Aroostook )

On this 24<sup>th</sup> day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Laura L. Pike**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
**Janet L. Jandreau**  
Notary Public • State Of Maine  
My Commission Expires October 20, 2010



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Doris Sawyer**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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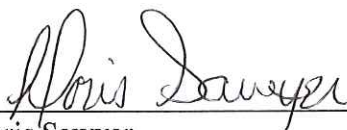
Scott Martin

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Thomas Martin

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Laura L. Pike



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Doris Sawyer

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Nancy C. Sawyer

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Peter Sawyer

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John C. Sawyer

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Brenda L. Carr

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Judith Connole

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Laura L. Pike**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Maine )  
 ) ss:  
COUNTY OF Arrostock )

On this 24<sup>th</sup> day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Doris Sawyer**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Kathi Beaulieu  
Notary Public

KATHI BEAULIEU  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES NOV 22, 2021

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Scott Martin

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Thomas Martin

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Laura L. Pike

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Doris Sawyer



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Nancy C. Sawyer

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Peter Sawyer

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John C. Sawyer

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Brenda L. Carr

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Judith Connole

STATE OF Massachusetts )  
 ) ss:  
COUNTY OF Worcester )

On this 24<sup>th</sup> day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Nancy C. Sawyer**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Lisa E. Mills  
Notary Public  
My Commission Expires April 29, 2016  
Commonwealth of Massachusetts



Lisa E. Mills  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Peter Sawyer**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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Scott Martin

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Thomas Martin

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Laura L. Pike

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Doris Sawyer

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Nancy C. Sawyer



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Peter Sawyer

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John C. Sawyer

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Brenda L. Carr

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Judith Connole





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Scott Martin

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Thomas Martin

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Laura L. Pike

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Doris Sawyer

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Nancy C. Sawyer

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Peter Sawyer

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*John C. Sawyer*  
John C. Sawyer

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Brenda L. Carr

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Judith Connole



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Scott Martin

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Thomas Martin

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Laura L. Pike

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Doris Sawyer

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Nancy C. Sawyer

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Peter Sawyer

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John C. Sawyer



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Brenda L. Carr

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Judith Connole

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

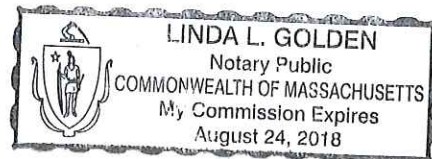
On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **John C. Sawyer**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF MA )  
 ) ss:  
COUNTY OF Middlesex )

On this 30<sup>th</sup> day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Brenda L. Carr**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Linda L. Golden  
Notary Public



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Scott Martin

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Thomas Martin

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Laura L. Pike

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Doris Sawyer

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Nancy C. Sawyer

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Peter Sawyer


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John C. Sawyer

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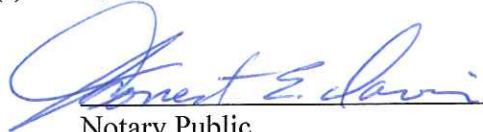
Brenda L. Carr

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Judith Connole

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF HILLSBOROUGH )

On this 24<sup>th</sup> day of MARCH, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Judith Connole**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Dolores L. Davis**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

  
Dolores L. Davis

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Kenneth L. Martin

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Rebecca L. Russell

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George W. Martin, Jr.

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Angela Martin Wade

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Earl Shrier



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Judith Connole**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

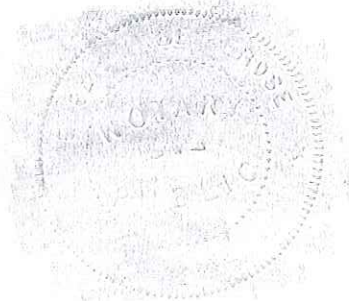
\_\_\_\_\_  
Notary Public

STATE OF Maine )  
 ) ss:  
COUNTY OF York )

On this 27<sup>th</sup> day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Dolores L. Davis**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Susan J. Bellerose  
Notary Public

**Susan J. Bellerose**  
**Notary Public, Maine**  
**My Commission Expires**  
**September 13, 2020**



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Dolores L. Davis

*Kenneth L. Martin*  
*Kenneth L. Martin*

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Kenneth L. Martin

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Rebecca L. Russell

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George W. Martin, Jr.

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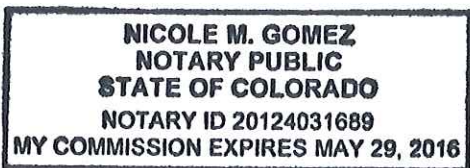
Angela Martin Wade

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Earl Shrier

STATE OF Colorado )  
 ) ss:  
COUNTY OF Montezuma )

On this 23<sup>rd</sup> day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Kenneth L. Martin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.



Nicole M. Gomez  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Rebecca L. Russell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

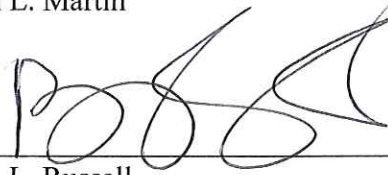
\_\_\_\_\_  
Notary Public

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Dolores L. Davis

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Kenneth L. Martin

A handwritten signature in black ink, appearing to read 'Rebecca L. Russell', written over a horizontal line.

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Rebecca L. Russell

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George W. Martin, Jr.

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Angela Martin Wade

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Earl Shrier

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Kenneth L. Martin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Georgia )  
 ) ss:  
COUNTY OF Butts )

On this 25 day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Rebecca L. Russell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Jang Hobgood  
Notary Public



[Signature]  
Notary Public

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Dolores L. Davis

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Kenneth L. Martin

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Rebecca L. Russell

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*George W. Martin, Jr.*  
George W. Martin, Jr.

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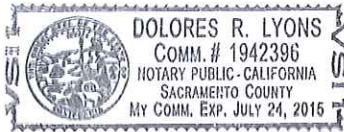
Angela Martin Wade

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Earl Shrier

STATE OF California )  
 ) ss:  
COUNTY OF Sacramento )

On this 25 day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **George W. Martin, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.



Dolores R. Lyons  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Angela Martin Wade**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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Dolores L. Davis

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Kenneth L. Martin

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Rebecca L. Russell

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George W. Martin, Jr.



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Angela Martin Wade

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Earl Shrier



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

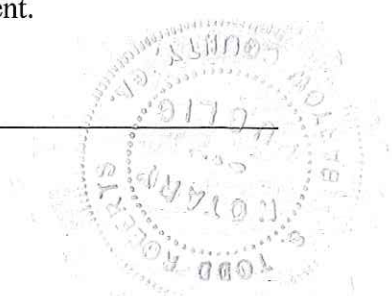
On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **George W. Martin, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Georgia )  
 ) ss:  
COUNTY OF Bartow )

On this 24 day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Angela Martin Wade**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public



**Notary Public, Bartow County, Georgia**  
**My Commission Expires October 23, 2018**

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Dolores L. Davis

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Kenneth L. Martin

---

Rebecca L. Russell

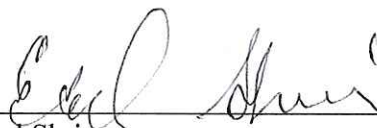
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George W. Martin, Jr.

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Angela Martin Wade

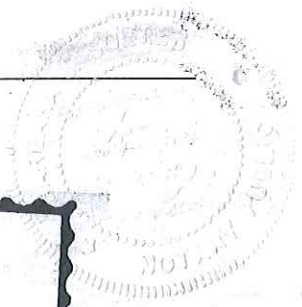
---

  
Earl Shrier

STATE OF Maine )  
 ) ss:  
COUNTY OF Oxford )

On this 23 day of March, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Earl Shrier**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Barbara J. Solter  
Notary Public



**BARBARA J. SOLTER**  
Notary Public  
Maine  
My Commission Expires Mar 9, 2020

## **EXHIBIT "A"**

### Legal Description of the Property

#### **PARCEL 1: Property**

The Property consists of approximately 26,424 acres of land in the unincorporated area of Aroostook County, Maine as more specifically described as follows:

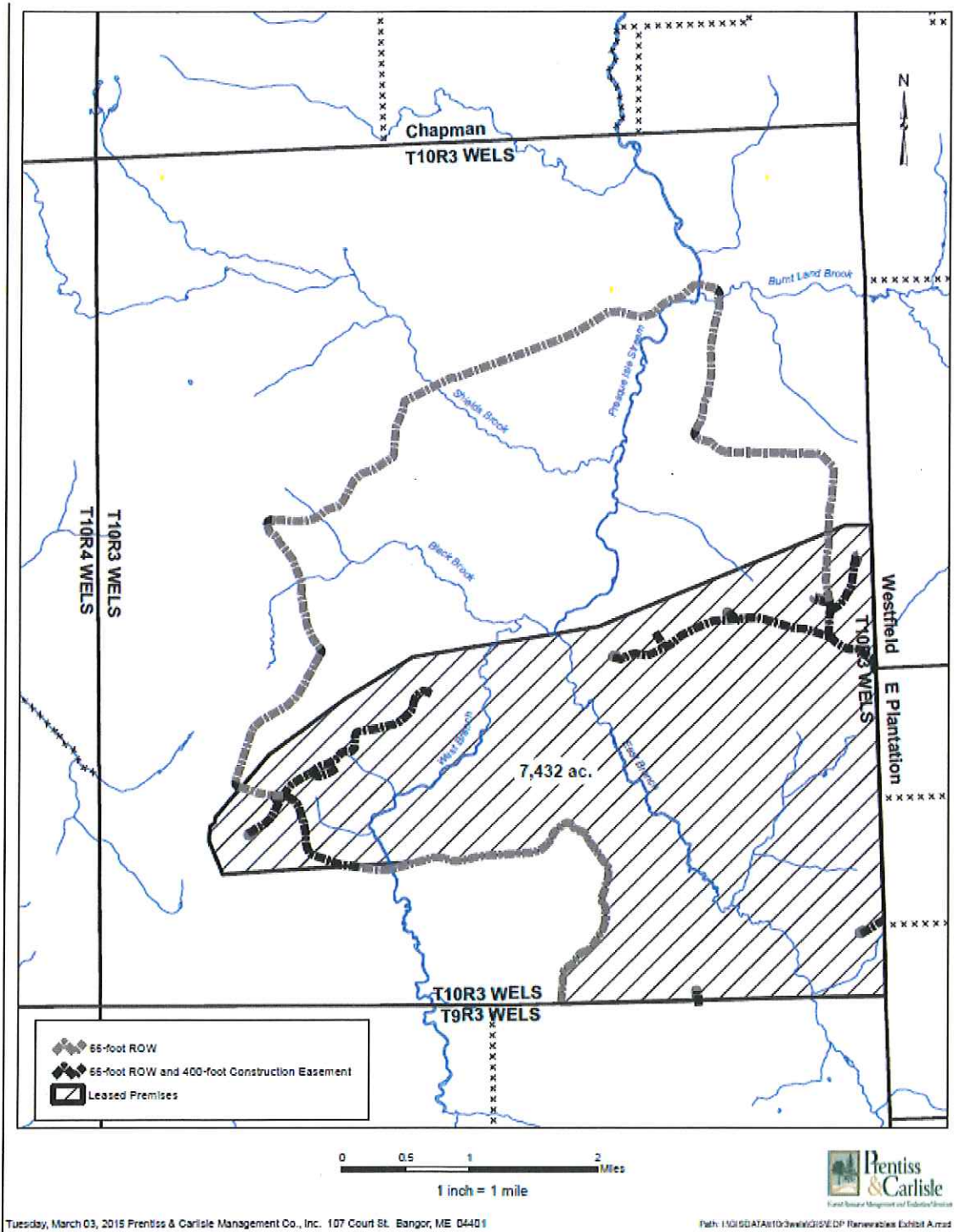
All of Township 10 Range 3 W.E.L.S., Aroostook County, Maine, including the former 1,000 acre unlocated public lot.

#### **PARCEL 2: Leased Premises**

The Leased Premises is a portion of the Property which will consist of one contiguous strip of land as shown on Exhibit A-1 which will accommodate the turbine sites, the Access Easement, the Crane Travel Path Easement, the Distribution Easement, the Construction Easement and laydown area. A more precise legal description will be provided prior to the commencement of construction. For clarity, there will be access roads and Distribution Easements outside of the Leased Premises and will be granted and governed by a separate document between Landowner and Wind Company.

EXHIBIT "A-1"

Map Generally Depicting the Property, the Leased Premises  
and Existing Roads subject to Wind Company Access Rights on the Leased Premises



Received  
Number Nine Memorandum of Lease  
PROSTOK  
TYLER CLARK, REGISTRAR

**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

THIS DOCUMENT WAS PREPARED BY: GENERAL COUNSEL, 808 TRAVIS STREET, HOUSTON, TEXAS 77002 (713) 265-0350

**MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS**

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of May 7, 2015 (the "Effective Date"), William M.G. Fletcher, Peter B. Loring and Gilbert M. Roddy, Jr., Trustees under the Will of Anna G. Fletcher (a 4765/6714 interest in common and undivided), Peter B. Loring, Trustee of Summer Dreams Realty Trust, Peter B. Loring and Wendy S. Holding, Trustees of Lindsay Leonard Revocable Trust, William B. Perkins, Peter B. Loring and Gilbert M. Roddy, Jr., Trustees under the Will of Margaret G. Locke (a 101/6714 interest in common and undivided), Peter B. Loring and Wendy S. Holding, Trustees of Evelyn Smyth Griswold Trust No. 4 u/a/d August 18, 1970 f/b/o Cynthia Elyse Leonard, Peter B. Loring and Wendy S. Holding, Trustees of Evelyn Smyth Griswold Trust No. 4 u/ad/ August 18, 1970 f/b/o Lindsay Merrill Leonard, Robert E. Nixon and William H. Nixon (together with his successors and assigns, collectively and individually, as the case may be "Landowner") and Number Nine Wind Farm LLC, a Delaware limited liability company (together with its successors and assigns, "Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

**RECITALS**

WHEREAS, Landowner and Wind Company entered into that certain Wind Energy Lease and Agreement with Grant of Easements dated May 7, 2015 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Wind Company desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators and other related equipment and facilities, including, without limitation, power lines and roadways for the production, collection and transmission of electrical energy, all of the foregoing to be located in, on, over, across and under the Property (as defined below) and in, on, over, across and under other real property in the vicinity of the Property in which Wind Company has acquired certain rights or in which Wind Company contemplates acquiring certain rights (together with the Property, the "Wind Project Property").

WHEREAS, Wind Company may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on, over and under certain real property in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

WHEREAS, Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Wind Company rights thereunder.



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner, the Property, including all air space thereof, for the following purposes (collectively, "Operations"), for the benefit of one or more Projects (as defined in the Lease) upon all of the terms and conditions hereinafter set forth herein:

2.1 Determining the feasibility of wind energy conversion on the Property or on other Wind Project Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2 Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3 Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (i) wind machines, wind turbine generators, wind energy conversion systems and wind power generating facilities (including associated towers, foundations and other structures and equipment), and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (individually a "Generating Unit" and, collectively, "Generating Units"); (ii) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, splice and junction boxes, switch panels, conduits, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (iii) overhead and underground control, communications and radio relay systems and telecommunications equipment, including microwave towers, dishes, and control, fiber, wires, cables, conduit and poles; (iv) meteorological towers, guy wires, braces and wind measurement equipment; (v) roads and erosion control facilities; (vi) signs; (vii) fences and other safety and protection facilities; and (viii) other improvements, facilities, appliances, machinery and equipment associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4 Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Wind Company or Wind Company's contractors may construct from time to time (collectively, "Access Rights");

2.5 Conducting site tours to demonstrate the environmental and other benefits of electrical generation from wind power; and

2.6 Undertaking any other activities that Wind Company or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking, tests and studies, including but not limited to environmental, biological, cultural, geotechnical drilling and studies and other uses permitted under this Lease as set forth elsewhere herein. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Wind Company or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating



Units and (b) the Operations may be accomplished by Wind Company, a Sublessee or one or more third parties authorized by Wind Company or a Sublessee.

3. **Easements.**

3.1 In addition, Landowner hereby grants to Wind Company the following easements for the benefit of one or more Projects and the Wind Project Property (collectively, the "Easements" and individually an "Easement"):

3.1.1 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;

3.1.2 If and as agreed in the Site Plan, an exclusive easement to permit the rotors of Generating Units located on adjacent properties in the Project to overhang the Property and to encroach into any county, state or other governmental setback;

3.1.3 A non-exclusive easement for the Access Rights ("Access Easement");

3.1.4 A non-exclusive easement for audio, visual, view, reflective light, shadow flicker, noise, shadow and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property and any other property owned by Landowner adjacent to or in the vicinity of the Property, provided however that Wind Company shall use commercially reasonable efforts to mitigate the effects of any television or radio frequency interference;

3.1.5 An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"), together with the right to temporary earthmoving as necessary to build suitable access routes for the Crane Travel Path Easement; and

3.1.6 If and as agreed in the site plan, a seventy-five (75) foot wide non-exclusive easement (the "Distribution Easement") and right to install, maintain, repair and operate on the Property underground at least thirty-six (36) inches below the surface (or above ground if agreed to in the Site Plan reasonably necessary or required), distribution and collection lines which carry electricity to and from the Wind Project Property, communication lines which carry communications to and from the Wind Project Property, and other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing. To the extent that access roads and collection lines run parallel to each other from one Generating Unit to another, said road and lines will be located adjacent to each other to minimize the clearing of timber and the removal of topsoil;

3.1.7 A non-exclusive "Construction Easement" for purposes of constructing, maintaining, repairing, replacing, and removing all or any part or element of the Wind Power Facilities whether located on or off the Property. The portion of the Property subject to the burden of this easement is referred to as the "Construction Easement Property" and is identified and located as shown on Exhibit "B" to the Lease. The exact size and configuration of the Construction Easement will vary with location and function as reasonably determined by engineering and construction personnel, but is generally expected to comprise an area of approximately five (5) acres at each turbine site, one and one-half (1 1/2) acres at each meteorological tower site, an area of approximately two hundred (200) feet of additional width on each side of all of the access roads measured from the center line of such access roads, an area approximately fifty (50) feet in width (i) on either side of all buried cable and (ii) on either side of all of the aboveground lines and an area of approximately two hundred fifty (250) feet of additional width on each side of the Crane Path Travel Easement. Wind Company may exercise its right to use all or any part of the Construction Easement





Property as and when Wind Company deems it necessary or advisable to do so to perform the activities for which this Construction Easement is granted. Wind Company shall have the right to use the Property during the life of the Wind Power Facilities for major repairs requiring a crane and laydown areas and will first notify Landowner of its plans (except in case of emergency) prior to such use. This Construction Easement also shall permit vehicular and pedestrian access in connection with installation or removal of the nacelle or rotor on any Generating Unit to go onto the Property up to 650 feet in any direction from the base of the Generating Unit to hold tag lines securing the nacelle and rotor while they are being lifted into place. When using the Construction Easement, Wind Company will implement suitable wind erosion control on disturbed ground caused by construction or Wind Company's other activities. After each use of the Construction Easement, Wind Company to the extent reasonably possible shall restore the Construction Easement Property to the condition it was in before Wind Company's use.

3.2 Notwithstanding anything contained herein to the contrary, Easements (each an "Operation Easement") shall be co-terminus with the Term of the Lease ("Operation Easement Term"). Upon the expiration or earlier termination of this Lease, Wind Company shall have the option to extend ("Operation Easement Extension Option") the Operation Easement Term for so long as a Project or any Wind Power Facility exists on any of the Wind Project Property and the Subsequent Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Wind Company (an "Extended Operation Easement Term") and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any of the Operation Easements continue longer than the longest period permitted by Law (as defined in the Lease).

3.3 To the extent that Landowner holds any access, utility, transmission or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Landowner Easements") that are or could be used for the benefit of the Project, then Landowner shall advise Wind Company of the existence of such easements to the extent of its actual knowledge of the same, and the same are hereby included in this Lease, and Wind Company shall be entitled to make use thereof to, but only to the extent Landowner has the right to grant such rights to Wind Company.

3.4. To the extent that (a) Landowner now or in the future owns or leases any land adjacent to the Property or (b) Wind Company, any Sublessee or any affiliate of any thereof owns, leases or holds an easement over land adjacent to the Property and has installed or constructed or desires to install or construct Wind Power Facilities on said land at and/or near the common boundary between the Property and said land, Landowner hereby waives any and all setbacks and setback requirements, whether imposed by Law (hereinafter defined) or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit heretofore or hereafter issued to Wind Company, such Sublessee or such affiliate. Further, if so requested by Wind Company or any Sublessee or affiliate, Landowner shall promptly execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Wind Company, a Sublessee or the County in connection therewith and return the same thereto within thirty (30) days after such request.

3.5 With respect to each Easement granted hereunder, (a) to the extent permitted by Law, such Easement shall be appurtenant to the applicable leasehold estate; (b) such Easement shall run with the Property for the benefit of the Wind Project Property and Subsequent Wind Project Property; (c) no act or failure to act on the part of Wind Company or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a release of such holder's rights under the Easement; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof; and (e) no use of or improvement to the Property or any lands benefited by the Easement, and no Transfer, shall, separately or in the aggregate, constitute an overburdening of the Easement. To the extent



any of the provisions of this Lease relating to the Easements are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that the Easements shall be as assignable and alienable easements in gross.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. Wind Company shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one period of twenty-five (25) years, plus three additional periods of ten (10) years each (each, an "Extended Term"). The Development Term and Extended Term(s) are sometimes collectively referred to hereafter as the "Term".

5. Other Provisions. The Lease is for the additional purposes, which are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Landowner, use of the Property by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Property, and Wind Company may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.


9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

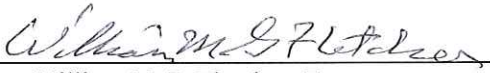


IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY: Number Nine Wind Farm LLC, a Delaware limited liability company

By:   
Name: Steve Irvin  
Title: Executive Vice President, Central Region

LANDOWNER: Anna G. Fletcher Trust

By:   
William M.G. Fletcher, Trustee

By: \_\_\_\_\_  
Peter B. Loring, Trustee

By: \_\_\_\_\_  
Gilbert M. Roddy, Jr., Trustees

Summer Dreams Realty Trust

By: \_\_\_\_\_  
Peter B. Loring, Trustee

Lindsay Leonard Revocable Trust

By: \_\_\_\_\_  
Wendy S. Holding, Trustee

By: \_\_\_\_\_  
Peter B. Loring, Trustee



IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

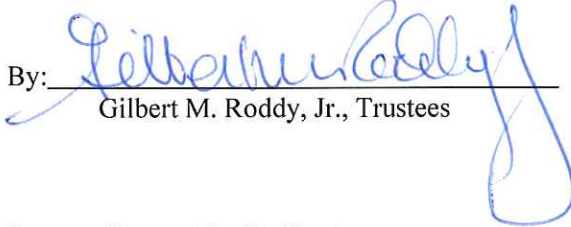
WIND COMPANY: Number Nine Wind Farm LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LANDOWNER: Anna G. Fletcher Trust

By: \_\_\_\_\_  
William M.G. Fletcher, Trustee


By:  \_\_\_\_\_  
Peter B. Loring, Trustee

By:  \_\_\_\_\_  
Gilbert M. Roddy, Jr., Trustees

Summer Dreams Realty Trust

By:  \_\_\_\_\_  
Peter B. Loring, Trustee


Lindsay Leonard Revocable Trust

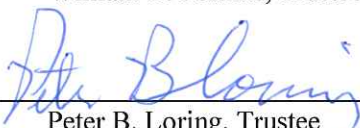
By:  \_\_\_\_\_  
Wendy S. Holding, Trustee

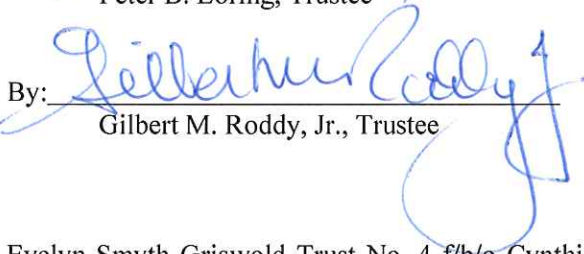
By:  \_\_\_\_\_  
Peter B. Loring, Trustee




Margaret G. Locke Trust

By:   
William B. Perkins, Trustee

By:   
Peter B. Loring, Trustee


By:   
Gilbert M. Roddy, Jr., Trustee

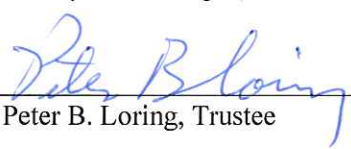
Evelyn Smyth Griswold Trust No. 4 f/b/o Cynthia Elyse Leonard

By:   
Wendy S. Holding, Trustee

By:   
Peter B. Loring, Trustee

Evelyn Smyth Griswold Trust No. 4 f/b/o Lindsay Merrill Leonard

By:   
Wendy S. Holding, Trustee

By:   
Peter B. Loring, Trustee

\_\_\_\_\_  
Robert E. Nixon

\_\_\_\_\_  
William H. Nixon



Margaret G. Locke Trust

By: \_\_\_\_\_  
William B. Perkins, Trustee

By: \_\_\_\_\_  
Peter B. Loring, Trustee

By: \_\_\_\_\_  
Gilbert M. Roddy, Jr., Trustee

Evelyn Smyth Griswold Trust No. 4 f/b/o Cynthia  
Elyse Leonard

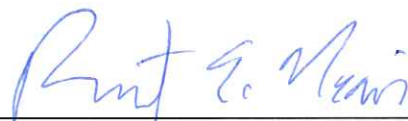
By: \_\_\_\_\_  
Wendy S. Holding, Trustee

By: \_\_\_\_\_  
Peter B. Loring, Trustee

Evelyn Smyth Griswold Trust No. 4 f/b/o Lindsay  
Merrill Leonard

By: \_\_\_\_\_  
Wendy S. Holding, Trustee

By: \_\_\_\_\_  
Peter B. Loring, Trustee

  
\_\_\_\_\_  
Robert E. Nixon

\_\_\_\_\_  
William H. Nixon



Margaret G. Locke Trust

By: \_\_\_\_\_  
William B. Perkins, Trustee

By: \_\_\_\_\_  
Peter B. Loring, Trustee

By: \_\_\_\_\_  
Gilbert M. Roddy, Jr., Trustee

Evelyn Smyth Griswold Trust No. 4 f/b/o Cynthia  
Elyse Leonard

By: \_\_\_\_\_  
Wendy S. Holding, Trustee

By: \_\_\_\_\_  
Peter B. Loring, Trustee

Evelyn Smyth Griswold Trust No. 4 f/b/o Lindsay  
Merrill Leonard

By: \_\_\_\_\_  
Wendy S. Holding, Trustee

By: \_\_\_\_\_  
Peter B. Loring, Trustee

\_\_\_\_\_  
Robert E. Nixon

*William H. Nixon*

\_\_\_\_\_  
William H. Nixon

*JL*





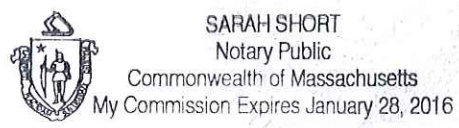




STATE OF Massachusetts )  
 ) ss:  
COUNTY OF Suffolk )

On this <sup>14th</sup> day of April, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Gilbert M. Roddy, Jr., as Trustee of Anna G. Fletcher Trust and as Trustee of the Margaret G. Locke Trust**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

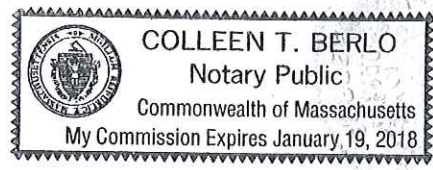
Sarah Short  
Notary Public



STATE OF Massachusetts )  
 ) ss:  
COUNTY OF Suffolk )

On this <sup>14th</sup> day of April, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Wendy S. Holding, as Trustee of Lindsay Leonard Revocable Trust, and as Trustee of Evelyn Smyth Griswold Trust No. 4 u/a/d August 18, 1970 f/b/o Cynthia Elyse Leonard, and as Trustee of Evelyn Smyth Griswold Trust No. 4 u/ad/ August 18, 1970 f/b/o Lindsay Merrill Leonard**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Colleen T. Berlo  
Notary Public

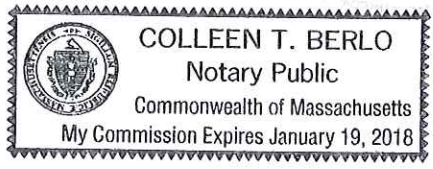


Jul

STATE OF Massachusetts )  
 ) ss:  
COUNTY OF Suffolk )

On this 30<sup>th</sup> day of April, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **William B. Perkins, as Trustee of Margaret G. Locke Trust**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

Colleen T. Berlo  
Notary Public



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Robert E. Nixon**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **William H. Nixon**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

John

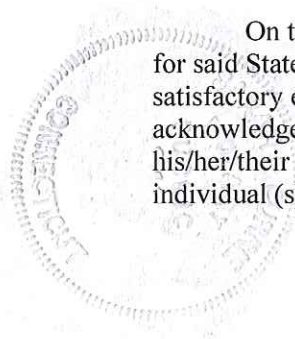
STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **William B. Perkins, as Trustee of Margaret G. Locke Trust**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF Connecticut )  
 ) ss: Stamford  
COUNTY OF Fairfield )

On this day of April 26, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Robert E. Nixon**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.



Jacobs P. Curran  
Notary Public My commission expires 5/21/19

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **William H. Nixon**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **William B. Perkins, as Trustee of Margaret G. Locke Trust**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

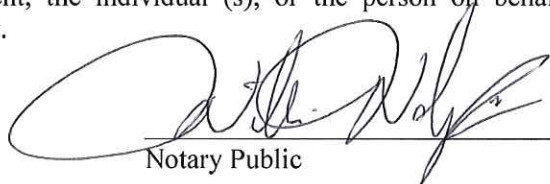
STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **Robert E. Nixon**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF New York )  
 ) ss:  
COUNTY OF Ulster )

On this day of April 24, 2015, before me, the undersigned, a notary public in and for said State, personally appeared **William H. Nixon**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**William Wolf III**  
Notary Public, State of New York  
No. 01WO6317587  
Qualified in Ulster County  
Commission Expires January 5, 2019



## EXHIBIT "A"

### Legal Description of the Property

#### **PARCEL 1: Property**

##### **Township D, Range 2 - Parcel A**

The subject property is described in deed from Great Northern Paper, Inc. to William M.G. Fletcher, Lawrence Coolidge and Gilbert M. Roddy, Jr. Trustees under the will of Anna G. Fletcher, David E. Place and Lawrence Coolidge and Peter B. Loring, Trustees under Article Ten of the Will of Merrill Griswold, Lawrence Coolidge, Peter B. Loring and Gilbert M. Roddy, Jr., Trustees under the will of Margaret G. Locke, and Lawrence Coolidge and Peter B. Loring Trustees under the Evelyn Smyth Griswold Trust No. 4, dated October 19, 1994 in Book 2736, Page 271. The subject property is described in the aforesaid deed as follows:

Those certain parcels of land located in Township D, Range 2, WELS, being Lots 6, 7, 13, 26-28, 30-37, 43-52, 108, 109, and 112. Containing 5,517 acres more or less.

Excepting and reserving a certain lot or parcel of land situate on the southwesterly side of the Number 9 Road, so-called, in Township D, Range 2, County of Aroostook and State of Maine bounded and described as follows:

Beginning at a cedar post thirty-eight (38) feet southwest from the centerline of the Number 9 Road, said post is South Fifty Degrees West (S 50 W) fifty-eight and three tenths (58.3) feet from New England Telephone and Telegraph Pole #89, said post is also 1.6 miles northerly and northwesterly by said road from the intersection of the Bouffoot road, so-called, with the easterly line of Township D, Range 2; thence South Forty Degrees Forty-Four Minutes Forty Seven Seconds West (S 40 47" W) five hundred eighty-two and fifty-six hundredths (582.56) feet to a 3/4" iron rod; thence North Forty-Eight Degrees Twenty-Six Minutes Thirty-Two Seconds West (N 48 26' 32" W) three hundred sixty and fourteen hundredths (360.14) feet to a 3/4" iron rod; thence North Forty Degrees Forty-Five Minutes Thirteen Seconds East (N 40 45' 13" E) six hundred five and ten hundredths (605.10) feet to a 3/4" iron rod which is thirty-eight (38) feet from said Number 9 Road centerline; thence South Forty-Four Degrees Fifty-One Minutes Fifty-One Seconds East (S 44 51' 51" E) three hundred sixty-one and ten hundredths (361.10) feet to the point of beginning. Containing 4.9 acres.

Bearings based on Magnetic North 1986.

Being the same premises described in a deed from Great Northern Nekoosa Corporation to the Inhabitants of the Town of Bridgewater dated May 22, 1986 and recorded in the Southern Aroostook Registry of Deeds in Vol. 1904, page 314.

For grantor's source of title reference is hereby made to deed recorded in the Southern Aroostook Registry of Deeds in Vol. 2417, page 307.

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<sup>1</sup> The lots described in this description are reference to those lots surveyed by Thomas Sawyer, Jr. in 1835 (Sawyer Lots<sup>1</sup>). The Sawyer Lots in Parcel "A" appear to correspond to 2014 Maine Department of Revenue Tax Map (reference AR003, Plan 01) for Township D Range 2 Tax lots 01-01, and 01-03. Acreage estimates in the description are from the 1835 Sawyer survey and are likely to vary from estimates calculated from contemporary survey methods and equipment.



**PARCEL 2: Leased Premises**

The Leased Premises is a portion of the Property which will consist of one contiguous strip of land as shown on Exhibit A-1 which will accommodate the turbine sites, the Access Easement, the Crane Travel Path Easement, the Distribution Easement, the Construction Easement and laydown area. A more precise legal description will be provided prior to the commencement of construction. For clarity, there will be access roads and Distribution Easements outside of the Leased Premises and will be granted and governed by a separate document between Landowner and Wind Company.

Received  
AROSTOOK SS  
Number Nine Memorandum of Understanding, REGISTRATION





**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

THIS DOCUMENT WAS PREPARED BY: GENERAL COUNSEL, 808 TRAVIS STREET, HOUSTON, TEXAS 77002 (713) 265-0350

**MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF  
EASEMENTS**

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of May 7, 2015 (the "Effective Date"), between Peter B. Loring and Wendy S. Holding, Trustees of Evelyn Smyth Griswold Trust No. 4 u/a/d August 18, 1970 f/b/o Cynthia Elyse Leonard, Peter B. Loring and Wendy S. Holding, Trustees of Evelyn Smyth Griswold Trust No. 4 u/ad/ August 18, 1970 f/b/o Lindsay Merrill Leonard (together with his successors and assigns, collectively and individually, as the case may be "Landowner") and Number Nine Wind Farm LLC, a Delaware limited liability company (together with its successors and assigns, "Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

**RECITALS**

WHEREAS, Landowner and Wind Company entered into that certain Wind Energy Lease and Agreement with Grant of Easements dated May 7, 2015 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

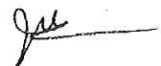
WHEREAS, Wind Company desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators and other related equipment and facilities, including, without limitation, power lines and roadways for the production, collection and transmission of electrical energy, all of the foregoing to be located in, on, over, across and under the Property (as defined below) and in, on, over, across and under other real property in the vicinity of the Property in which Wind Company has acquired certain rights or in which Wind Company contemplates acquiring certain rights (together with the Property, the "Wind Project Property").

WHEREAS, Wind Company may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on, over and under certain real property in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

WHEREAS, Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Wind Company rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.



2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner, the Property, including all air space thereof, for the following purposes (collectively, "Operations"), for the benefit of one or more Projects (as defined in the Lease) upon all of the terms and conditions hereinafter set forth herein:

2.1 Determining the feasibility of wind energy conversion on the Property or on other Wind Project Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2 Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3 Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (i) wind machines, wind turbine generators, wind energy conversion systems and wind power generating facilities (including associated towers, foundations and other structures and equipment), and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (individually a "Generating Unit" and, collectively, "Generating Units"); (ii) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, splice and junction boxes, switch panels, conduits, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (iii) overhead and underground control, communications and radio relay systems and telecommunications equipment, including microwave towers, dishes, and control, fiber, wires, cables, conduit and poles; (iv) meteorological towers, guy wires, braces and wind measurement equipment; (v) roads and erosion control facilities; (vi) signs; (vii) fences and other safety and protection facilities; and (viii) other improvements, facilities, appliances, machinery and equipment associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4 Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Wind Company or Wind Company's contractors may construct from time to time (collectively, "Access Rights");

2.5 Conducting site tours to demonstrate the environmental and other benefits of electrical generation from wind power; and

2.6 Undertaking any other activities that Wind Company or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking, tests and studies, including but not limited to environmental, biological, cultural, geotechnical drilling and studies and other uses permitted under this Lease as set forth elsewhere herein. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Wind Company or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Wind Company, a Sublessee or one or more third parties authorized by Wind Company or a Sublessee.

3. Easements.



3.1 In addition, Landowner hereby grants to Wind Company the following easements for the benefit of one or more Projects and the Wind Project Property (collectively, the “Easements” and individually an “Easement”):

3.1.1 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;

3.1.2 If and as agreed in the Site Plan, an exclusive easement to permit the rotors of Generating Units located on adjacent properties in the Project to overhang the Property and to encroach into any county, state or other governmental setback;

3.1.3 A non-exclusive easement for the Access Rights (“Access Easement”);

3.1.4 A non-exclusive easement for audio, visual, view, reflective light, shadow flicker, noise, shadow and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property and any other property owned by Landowner adjacent to or in the vicinity of the Property, provided however that Wind Company shall use commercially reasonable efforts to mitigate the effects of any television or radio frequency interference;

3.1.5 An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes (“Crane Travel Path Easement”), together with the right to temporary earthmoving as necessary to build suitable access routes for the Crane Travel Path Easement; and

3.1.6 If and as agreed in the site plan, a seventy-five (75) foot wide non-exclusive easement (the “Distribution Easement”) and right to install, maintain, repair and operate on the Property underground at least thirty-six (36) inches below the surface (or above ground if agreed to in the Site Plan reasonably necessary or required), distribution and collection lines which carry electricity to and from the Wind Project Property, communication lines which carry communications to and from the Wind Project Property, and other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing. To the extent that access roads and collection lines run parallel to each other from one Generating Unit to another, said road and lines will be located adjacent to each other to minimize the clearing of timber and the removal of topsoil;

3.1.7 A non-exclusive “Construction Easement” for purposes of constructing, maintaining, repairing, replacing, and removing all or any part or element of the Wind Power Facilities whether located on or off the Property. The portion of the Property subject to the burden of this easement is referred to as the “Construction Easement Property” and is identified and located as shown on Exhibit “B” to the Lease. The exact size and configuration of the Construction Easement will vary with location and function as reasonably determined by engineering and construction personnel, but is generally expected to comprise an area of approximately five (5) acres at each turbine site, one and one-half (1 1/2) acres at each meteorological tower site, an area of approximately two hundred (200) feet of additional width on each side of all of the access roads measured from the center line of such access roads, an area approximately fifty (50) feet in width (i) on either side of all buried cable and (ii) on either side of all of the aboveground lines and an area of approximately two hundred fifty (250) feet of additional width on each side of the Crane Path Travel Easement. Wind Company may exercise its right to use all or any part of the Construction Easement Property as and when Wind Company deems it necessary or advisable to do so to perform the activities for which this Construction Easement is granted. Wind Company shall have the right to use the Property during the life of the Wind Power Facilities for major repairs requiring a crane and laydown areas and will first notify Landowner of its plans (except in case of emergency) prior to such use. This Construction Easement also shall permit vehicular and pedestrian access in connection with installation or removal of the nacelle or



rotor on any Generating Unit to go onto the Property up to 650 feet in any direction from the base of the Generating Unit to hold tag lines securing the nacelle and rotor while they are being lifted into place. When using the Construction Easement, Wind Company will implement suitable wind erosion control on disturbed ground caused by construction or Wind Company's other activities. After each use of the Construction Easement, Wind Company to the extent reasonably possible shall restore the Construction Easement Property to the condition it was in before Wind Company's use.

3.2 Notwithstanding anything contained herein to the contrary, Easements (each an "Operation Easement") shall be co-terminus with the Term of the Lease ("Operation Easement Term"). Upon the expiration or earlier termination of this Lease, Wind Company shall have the option to extend ("Operation Easement Extension Option") the Operation Easement Term for so long as a Project or any Wind Power Facility exists on any of the Wind Project Property and the Subsequent Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Wind Company (an "Extended Operation Easement Term") and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any of the Operation Easements continue longer than the longest period permitted by Law (as defined in the Lease).

3.3 To the extent that Landowner holds any access, utility, transmission or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Landowner Easements") that are or could be used for the benefit of the Project, then Landowner shall advise Wind Company of the existence of such easements to the extent of its actual knowledge of the same, and the same are hereby included in this Lease, and Wind Company shall be entitled to make use thereof to, but only to the extent Landowner has the right to grant such rights to Wind Company.

3.4. To the extent that (a) Landowner now or in the future owns or leases any land adjacent to the Property or (b) Wind Company, any Sublessee or any affiliate of any thereof owns, leases or holds an easement over land adjacent to the Property and has installed or constructed or desires to install or construct Wind Power Facilities on said land at and/or near the common boundary between the Property and said land, Landowner hereby waives any and all setbacks and setback requirements, whether imposed by Law (hereinafter defined) or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit heretofore or hereafter issued to Wind Company, such Sublessee or such affiliate. Further, if so requested by Wind Company or any Sublessee or affiliate, Landowner shall promptly execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Wind Company, a Sublessee or the County in connection therewith and return the same thereto within thirty (30) days after such request.

3.5 With respect to each Easement granted hereunder, (a) to the extent permitted by Law, such Easement shall be appurtenant to the applicable leasehold estate; (b) such Easement shall run with the Property for the benefit of the Wind Project Property and Subsequent Wind Project Property; (c) no act or failure to act on the part of Wind Company or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a release of such holder's rights under the Easement; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof; and (e) no use of or improvement to the Property or any lands benefited by the Easement, and no Transfer, shall, separately or in the aggregate, constitute an overburdening of the Easement. To the extent any of the provisions of this Lease relating to the Easements are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that the Easements shall be as assignable and alienable easements in gross.



4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. Wind Company shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one period of twenty-five (25) years, plus three additional periods of ten (10) years each (each, an "Extended Term"). The Development Term and Extended Term(s) are sometimes collectively referred to hereafter as the "Term".

5. Other Provisions. The Lease is for the additional purposes, which are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Landowner, use of the Property by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Property, and Wind Company may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.


9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

**[SIGNATURES ON NEXT PAGE]**




IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY: Number Nine Wind Farm LLC, a Delaware limited liability company


By:   
Name: Steve Irvin  
Title: Executive Vice President, Central Region

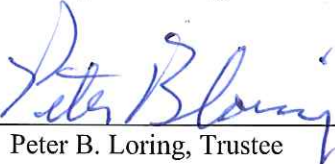
LANDOWNER: Evelyn Smyth Griswold Trust No. 4 f/b/o Cynthia Elyse Leonard

By:   
Wendy S. Holding, Trustee

By:   
Peter B. Loring, Trustee

Evelyn Smyth Griswold Trust No. 4 f/b/o Lindsay Merrill Leonard

By:   
Wendy S. Holding, Trustee

By:   
Peter B. Loring, Trustee

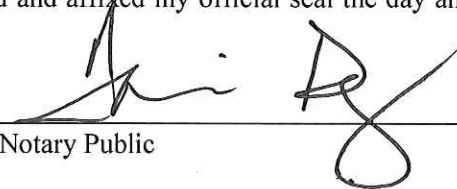


**ACKNOWLEDGEMENT  
FOR THE WIND COMPANY**

STATE OF Texas )  
COUNTY OF Harris ) ss:

On this day of May 17<sup>th</sup>, 2015, before me personally appeared Steve Irvin of Executive V.P. of **Number Nine Wind Farm LLC**, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
\_\_\_\_\_  
Notary Public









**EXHIBIT "A"**

Legal Description of the Property

**PARCEL 1: Property**

**Township E-Range 2 - Parcel A**

The subject property is described in deed from Great Northern Nekoosa Corporation to Augustus P. Loring, Lawrence Coolidge, Trustees under the Evelyn Smyth Griswold Trust No. 4 dated August 18, 1970, dated July 23, 1984 in Book 1780, Page 247. The subject property is described in the aforesaid deed as follows:

FIRST: The following described lot or parcel of land situate in Township E Range 2 W.E.L.S., County of Aroostook and State of Maine: all of Block No.1 in Township E, R.2, being the northwest corner block. The same containing six hundred (600) acres.

For Grantor's source of title reference may be had to deed of Llewellyn Powers dated August 13, 1902, recorded in Aroostook Registry of Deeds, Southern division in Volume 194, Page 138.

SECOND: The following described lots or parcels of land situate in Township E Range 2 W. B. L.S., County of Aroostook and State of Maine: sections 4 and 14 in Township E Range 2, W.E.L.S., in said County of Aroostook, containing 1200 acres, more or less.

For Grantor's source of title, reference may be had to deed of James M. Pierce, et als. dated June 30, 1961, recorded in Aroostook Registry of Deeds, Southern Division in Volume 841, Page 209.

**PARCEL 2: Leased Premises**

The Leased Premises is a portion of the Property which will consist of one contiguous strip of land as shown on Exhibit A-1 which will accommodate the turbine sites, the Access Easement, the Crane Travel Path Easement, the Distribution Easement, the Construction Easement and laydown area. A more precise legal description will be provided prior to the commencement of construction. For clarity, there will be access roads and Distribution Easements outside of the Leased Premises and will be granted and governed by a separate document between Landowner and Wind Company.



**AFTER RECORDED MAIL TO:**

MAIL  
Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

---

THIS DOCUMENT WAS PREPARED BY: GENERAL COUNSEL, 808 TRAVIS STREET, HOUSTON, TEXAS 77002 (713) 265-0350

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**MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS**

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS (this "Memorandum"), is made and entered into as of January 11, 2013 (the "Effective Date"), by and between Lakeville Shores, Inc. a Maine corporation ("Lakeville Shores"), R. A. Crawford & Son Land and Timber, Inc., a Maine corporation ("Crawford") and Herbert C. Haynes, Inc., a Maine corporation ("Haynes" together with Lakeville Shores and Crawford and Haynes and their respective successors and assigns, collectively and individually, as the case may be, "Landowner") and Number Nine Wind Farm LLC, a Delaware limited liability company ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

**RECITALS**

WHEREAS, Landowner and Wind Company entered into that certain Wind Energy Lease and Agreement With Grant of Easements dated January 13, 2013 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Wind Company desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators and other related equipment and facilities, including, without limitation, power lines and roadways for the production, collection and transmission of electrical energy, all of the foregoing to be located in, on, over, across and under the Property and in, on, over, across and under other real property in the vicinity of the Property in which Wind Company has acquired certain rights or in which Wind Company contemplates acquiring certain rights (together with the Property, the "Wind Project Property").

WHEREAS, Wind Company may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on, over and under certain real property in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

WHEREAS, Heartwood Forestland Fund V, L.P., a North Carolina limited partnership as the original Optionor ("Heartland") and Aroostook Wind Energy LLC, a Delaware limited liability company as the original Optionee ("Aroostook Wind") previously entered into that certain Lease Option Agreement dated September 21, 2007, a Memorandum of which was recorded on October 2, 2009, to be effective as of September 21, 2007, in Book 4756, Page 58, and re-recorded in Book 4789, Page 71, on January 19, 2010 in the Southern Aroostook County Registry of Deeds, Maine ("Official Records of the County"), as amended by that certain unrecorded First Amendment to Option to Lease dated September 9, 2009 and that certain unrecorded Second Amendment to Option to Lease dated September 24, 2010 and that certain Third Amendment to Option to Lease and First Amendment to Memorandum of Option to Lease dated August 28, 2012, which was recorded on August 31, 2012 in Book 5095, Page 219 in the Official Records of the County, Maine (collectively, the "Option Agreement"). Aroostook Wind assigned its interest in and to the Option Agreement to Wind Company as the new Optionee pursuant to that certain Assignment and Assumption Agreement, dated March 3, 2010, which was recorded on March 5, 2010, in Book 4801, Page 10 in the Official Records of the County. A Partial Assignment and Assumption of Wind Option wherein Heartwood assigned to Lakeville Shores and Haynes all of Heartwood's right, title and interest in, under an to the Option Agreement (i.e., except any option fees paid to Heartwood) and Lakeville Shores and Haynes assumed all of Heartwood's duties and obligations arising out of the Option Agreement which was recorded in the Official Records of the County on March 8, 2012, in Book 5030, Page 70. Lakeville Shores and Haynes, as assignor, and Crawford, as assignee, entered into that certain Assignment and Assumption Agreement, dated August 27, 2012, which was recorded on August 30, 2012, in Book 5095, Page 56 in the Official Records of the County, where, among other matters, Lakeville Shores and Haynes partially assigned all of their right, title and interest in, to and under the Option Agreement which pertain to the Crawford Property to Crawford and Crawford assumed the obligations of Lakeville Shores and Haynes under the Option Agreement which pertain to the Crawford Property). Wind Company has exercised the option to lease under the Option Agreement and Landowner and Company have entered into the Lease.

WHEREAS, Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Wind Company rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner, the Property, including all air space thereof, which said Property is located in the County of Aroostook (the "County") for the following purposes (collectively, "Operations"), in the State of Maine (the "State") for the benefit of one or more Projects (as defined in the Lease) upon all of the terms and conditions hereinafter set forth herein:

(a) Determining the feasibility of wind energy conversion on the Property or on other Wind Project Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

(b) Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

(c) Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (i) wind machines, wind turbine generators, wind energy conversion systems and wind power generating facilities (including associated towers, foundations and other structures and equipment), and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "Generating Units"); (ii) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, splice and junction boxes, switch panels, conduits, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (iii) overhead and underground control, communications and radio relay systems and telecommunications equipment, including microwave towers, dishes, and control, fiber, wires, cables, conduit and poles; (iv) meteorological towers, guy wires, braces and wind measurement equipment; (v) roads and erosion control facilities; (vi) signs; (vii) fences and other safety and protection facilities; and (viii) other improvements, facilities, appliances, machinery and equipment associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

(d) Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Wind Company or Wind Company's contractors may construct from time to time (collectively, "Access Rights");

(e) Conducting site tours to demonstrate the environmental and other benefits of electrical generation from wind power; and

(f) Subject to Section 4.5 (A) of the Lease, undertaking any other activities that Wind Company or a Sublessee (as defined in the Lease) determines are reasonable, necessary, helpful, appropriate or convenient with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking, tests and studies, including but not limited to environmental, biological, cultural, geotechnical drilling and studies and other uses permitted under this Lease as set forth elsewhere herein. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Wind Company or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may

be accomplished by Wind Company, a Sublessee or one or more third parties authorized by Wind Company or a Sublessee.

3. Easements.

3.1 In addition, Landowner hereby grants to Wind Company the following easements for the benefit of one or more Projects and the Wind Project Property (collectively, the "Easements" and individually an "Easement"):

(a) An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;

(b) If and as agreed in the Site Plan, an exclusive easement to permit the rotors of Generating Units located on adjacent properties in the Project to overhang the Property and to encroach into any county, state or other governmental setback;

(c) A non-exclusive easement for the Access Rights ("Access Easement");

(d) A non-exclusive easement for audio, visual, view, reflective light, shadow flicker, noise, shadow and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property and any other property owned by Landowner adjacent to or in the vicinity of the Property, provided however that Wind Company shall use commercially reasonable efforts to mitigate the effects of any television or radio frequency interference;

(e) An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"), together with the right to temporary earthmoving as necessary to build suitable access routes for the Crane Travel Path Easement;

(f) If and as agreed in the site plan, a seventy-five (75) foot wide non-exclusive easement (the "Distribution Easement") and right to install, maintain, repair and operate on the Property underground at least thirty-six (36) inches below the surface (or above ground if agreed to in the Site Plan reasonably necessary or required), distribution and collection lines which carry electricity to and from the Wind Project Property, communication lines which carry communications to and from the Wind Project Property, and other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing. To the extent that access roads and collection lines run parallel to each other from one Generating Unit to another, said road and lines will be located adjacent to each other to minimize the clearing of timber and the removal of topsoil; and

(g) A non-exclusive "Construction Easement" for purposes of constructing, maintaining, repairing, replacing, and removing all or any part or element of the Wind Power Facilities whether located on or off the Property. The portion of the Property subject to the burden of this easement is referred to as the "Construction Easement Property" and is identified

and located as shown on Exhibit "B" to the Lease. The exact size and configuration of the Construction Easement will vary with location and function as reasonably determined by engineering and construction personnel, but is generally expected to comprise an area of approximately five (5) acres at each turbine site, one and one-half (1 1/2) acres at each meteorological tower site, an area of approximately two hundred (200) feet of additional width on each side of all of the access roads measured from the center line of such access roads, an area approximately fifty (50) feet in width (i) on either side of all buried cable and (ii) on either side of all of the aboveground lines and an area of approximately two hundred fifty (250) feet of additional width on each side of the Crane Path Travel Easement. Wind Company may exercise its right to use all or any part of the Construction Easement Property as and when Wind Company deems it necessary or advisable to do so to perform the activities for which this Construction Easement is granted. Wind Company shall have the right to use the Property during the life of the Wind Power Facilities for major repairs requiring a crane and laydown areas and will first notify Landowner of its plans (except in case of emergency) prior to such use. This Construction Easement also shall permit vehicular and pedestrian access in connection with installation or removal of the nacelle or rotor on any Generating Unit to go onto the Property up to 650 feet in any direction from the base of the Generating Unit to hold tag lines securing the nacelle and rotor while they are being lifted into place. When using the Construction Easement, Wind Company will implement suitable wind erosion control on disturbed ground caused by construction or Wind Company's other activities. After each use of the Construction Easement, Wind Company to the extent reasonably possible shall restore the Construction Easement Property to the condition it was in before Wind Company's use.

3.2 Notwithstanding anything contained herein to the contrary, the Easements shall continue for so long as a Project or any Wind Power Facilities exist on any of the Wind Project Property and/or the Subsequent Wind Project Property, including replacements thereof, unless terminated in writing by Wind Company, and shall not terminate on, and shall survive after, the termination or expiration of this Lease, upon the terms and conditions provided in the Lease. Notwithstanding the foregoing, in no event shall any of the Operation Easements continue longer than the longest period permitted by law.

3.3. To the extent that Landowner holds any access, utility, transmission or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Landowner Easements") that are or could be used for the benefit of the Project, then Landowner shall advise Wind Company of the existence of such easements to the extent of its actual knowledge of the same, and the same are hereby included in this Lease, and Wind Company shall be entitled to make use thereof to, but only to the extent Landowner has the right to grant such rights to Wind Company.

3.4. To the extent that (a) Landowner now or in the future owns or leases any land adjacent to the Property or (b) Wind Company, any Sublessee or any affiliate of any thereof owns, leases or holds an easement over land adjacent to the Property and has installed or constructed or desires to install or construct Wind Power Facilities on said land at and/or near the common boundary between the Property and said land, Landowner hereby waives any and all setbacks and setback requirements, whether imposed by Law (hereinafter defined) or by any person or entity, including any setback requirements described in the zoning ordinance of the

County or in any governmental entitlement or permit heretofore or hereafter issued to Wind Company, such Sublessee or such affiliate.

3.5. With respect to each Easement granted, (a) to the extent permitted by Law, such Easement shall be appurtenant to the applicable leasehold estate; (b) such Easement shall run with the Property for the benefit of the Wind Project Property and Subsequent Wind Project Property; (c) no act or failure to act on the part of Wind Company or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a release of such holder's rights under the Easement; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof; and (e) no use of or improvement to the Property or any lands benefited by the Easement, and no Transfer (as defined in the Lease), shall, separately or in the aggregate, constitute an overburdening of the Easement. To the extent any of the provisions of this Lease relating to the Easements are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that the Easements shall be as assignable and alienable easements in gross.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. Wind Company shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one period of twenty-five (25) years, plus three additional periods of ten (10) years each (each, an "Extended Term"). The Development Term and Extended Term(s) are sometimes collectively referred to hereafter as the "Term".

5. Mineral Rights. Notwithstanding any other provision contained in the Lease to the contrary, neither Landowner nor its successors or assigns shall be entitled to use, or authorize the use of, any portion of the surface of the Property for the purpose of exploring, drilling, or mining for or producing minerals, without the prior written consent of Wind Company, which consent may be withheld in Wind Company's sole business discretion, (i) within 500 feet of any Generating Units to be installed in the future or any substation facility or any interconnection substation facility, or (ii) within one hundred (100) feet of any transmission line to be installed in the future. Any pipeline shall be underground and buried at least six (6) feet or more when crossing a Project road and/or collection and distribution lines and/or between Generating Units and shall be operated so as to not interfere with the Wind Power Facilities, the Project and Operations (or any other portion of the Property that would unreasonably interfere with the use by the Wind Company of the Property). Landowner covenants and agrees that in the event Wind Company consents to exploring, drilling, or mining for or producing minerals, Landowner shall obtain a covenant from the holder of any rights under any new lease or other agreement affecting minerals that such holder will not conduct any activities within the areas described in this Section and shall not otherwise interfere with the Wind Company's rights under the Lease.

6. Other Provisions. The Lease is for the additional purposes, is of the nature, and is subject to the requirements, restrictions and limitations, set forth in therein. The Lease also

contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Landowner, use of the Property by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Wind Power Facilities installed by Wind Company on the Property, and Wind Company may remove any or all Wind Power Facilities at any time or from time to time.

7. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

8. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.


9. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.


10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

WIND COMPANY: Number Nine Wind Farm LLC,   
a Delaware limited liability company

By:   
Name: William Whitlock  
Title: Executive Vice President, Eastern Region

LANDOWNER: Lakeville Shores, Inc.,  
a Maine corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

R.A. Crawford & Son Land and Timber,  
Inc.,  
a Maine corporation


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Herbert C. Haynes, Inc.,  
a Maine corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

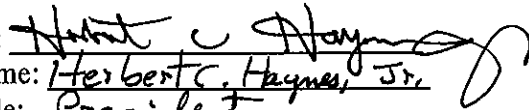


IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

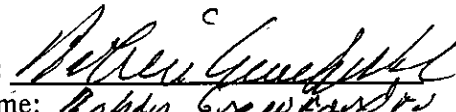
WIND COMPANY: Number Nine Wind Farm LLC,   
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

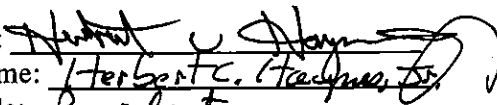
LANDOWNER: Lakeville Shores, Inc.,  
a Maine corporation

By:   
Name: Herbert C. Haynes, Jr.  
Title: President

R.A. Crawford & Son Land and Timber,  
Inc.,  
a Maine corporation

By:   
Name: Robert Crawford  
Title: Owner

Herbert C. Haynes, Inc.,  
a Maine corporation

By:   
Name: Herbert C. Haynes, Jr.  
Title: President

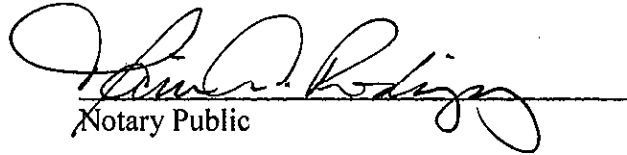


**ACKNOWLEDGEMENTS  
FOR THE WIND COMPANY**

STATE OF TEXAS            )  
  ) ss:  
COUNTY OF HARRIS        )

On this 9<sup>th</sup> day of January, 2013, before me personally appeared William Whitlock, to me known to me to be the EVP, Eastern Region of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Notary Public






**ACKNOWLEDGEMENTS  
FOR THE LANDOWNER**


STATE OF Maine )  
 ) ss:  
COUNTY OF PENOBSCOT )

On this 10th day of January, 2013, 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 names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

  
Notary Public Dean A. Beaupain  
Attorney

STATE OF Maine )  
 ) ss:  
COUNTY OF Penobscot )

On this 9th day of January, 2013, before me, the undersigned, a notary public in and for said State, personally appeared Robin A. Crawford, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person on behalf of which the individual (s) acted, executed the instrument.

  
Notary **PANTONY D. MOSCONE, JR.**  
**NOTARY PUBLIC, STATE OF MAINE**  
My Commission Expires  
March 19, 2016

**EXHIBIT "A"****Legal Description of the Property**

The Property consists of approximately 57,967 acres of land located in the following Townships of Aroostook County, Maine: Township D, Range 2 W.E.L.S.; Township 9 Range 3 W.E.L.S.; Township E Range 2 (E Plantation) W.E.L.S.; Township 8 Range 4 (St. Croix); and Township 8 Range 3 W.E.L.S., being a portion of the land described in the deed to Heartwood Forestland Fund V, L.P., a North Carolina Limited Partnership dated May 19, 2005, and recorded in the Southern Aroostook County Registry of Deeds in Book 4124, Page 1 being the same portion of real property as described in the deed from Heartwood Forestland Fund V Limited Partnership to Lakeville Shores, Inc. recorded in the Southern Aroostook Registry of Deeds in Book 4868, Page 93 and the premises conveyed to R. A. Crawford & Son Land and Timber, Inc. by deed of Lakeville Shores, Inc. and Herbert C. Haynes, Inc. recorded in said Registry in Book 4884, Page 176 The acreage amount of 57, 967 acres includes Parcel 4 acreage of approximately 2,346 acres and excludes Parcel 3 acreage of approximately 182 acres.

**PARCEL 1 (R. A. CRAWFORD & SON LAND and TIMBER, INC. PARCELS)****II- Township D, Range 2 - Parcel A**

The subject property is described in deed from Lewis A. Burleigh, Trustee under the wills of Edwin C. Burleigh and Frances E. Spiller to Penobscot Development Company, dated February 1, 1924 and recorded in the Aroostook County Registry of Deeds, South, in Volume 348, Page 377. The subject property is described in the aforesaid deed as follows:

"The following lots or parcels of land in Township D, Range Two (D. Range 2), W.E.L.S. in the County of Aroostook and State aforesaid, as surveyed by Thomas Sawyer, Jr. A.D. 1835, to wit: Lots One (1), Two (2), Three (3), Four (4), Five (5), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Fourteen (14), Fifteen (15), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), Ninety-five (95), Ninety-six (96), Ninety-seven (97), Ninety-eight (98), Ninety-nine (99), One Hundred One (101), One Hundred Two (102), One Hundred Three (103), One Hundred Four (104), One Hundred Five (105).

EXCEPTING the premises conveyed by Penobscot Development Company to the United States of America by deed dated September 18, 1959 and recorded in the Aroostook County Registry of Deeds South in Book 779, Page 60.

EXCEPTING the premises conveyed by Fraser Paper, Limited to Lawrence Coolidge, Trustee, et al., by deed dated December 24, 1991 and recorded in the Aroostook County Registry of Deeds; South in Book 2431, Page 277.

**II - Township D, Range 2 - Parcel B**

The subject property is described in deed from Samuel Pennington and Donald McIntyre to Penobscot Development Company, dated July 31, 1944 and recorded in the Aroostook County (Maine) Registry of Deeds, South, in Volume 551, Page 303. The subject property is described in the aforesaid deed as follows:

"The right to enter upon, construct and perpetually maintain a road across said Lot 29 in Township D, R. 2, W.E.L.S., Aroostook County, Maine from a point in the southerly line of said lot at the end of the highway road from Bridgewater, in a generally northwesterly and northerly direction to the north line of

said Lot 29, said right-of-way to be twenty feet wide with necessary turnouts, and in a location to be established by the State Highway Commission of Maine and/or the Public Roads Administration of the United States; reserving, however, to the Grantors, their heirs and assigns, the right to use the road on said granted right-of-way for ingress and egress to and from said Lot 29, so long as said road is maintained; but, Grantee shall be under no obligation to Grantors to maintain said road."

**II— Township D, Range 2— Parcel C**

The subject property is described in deed from Julia Miller Doty to Penobscot Development Company, dated March 31, 1947 and recorded in the Aroostook County Registry of Deeds, South, in Volume 582, Page 403. The subject property is described in the aforesaid deed as follows:

"A certain lot or parcel of land, being lot number 16 in Township D, Range 2, W.E.L.S. Aroostook County, Maine, according to survey and plan of Thomas Sawyer, Jr. "

**II— Township D, Range 2 — Parcel D**

The subject property is described in an indenture given by James M. Pierce, Leonard A. Pierce, Leonard A. Pierce and James M. Pierce, Trustees under the will of Clarence H. Pierce, Alice F.M. Lawlis, John M. Cunningham, Henry V. Cunningham, Winifred A. Cunningham, Mary H. Woodbury, Mary T. Whittle and Bert O. Sawyer to Penobscot Development Company, dated July 31, 1944 and recorded in the Aroostook County Registry of Deeds, South, in Volume 551, Page 479. The subject property is described in the aforesaid deed as follows:

"The right to enter upon, construct, and perpetually maintain and to cut and keep cut the timber and grass on the right-of-way therefore, a road across said lots 28, 27, 26 and 7 in Township D, R. 2, W.E.L.S., Aroostook County, Maine from a point on the southerly line of lot 28 to a point on the westerly line of lot 7 and extending across these lots in a generally northwesterly direction, said right-of-way to be twenty feet wide with necessary turnouts and in a location to be established by the State Highway Commission of Maine and/or the Public Roads Administration of the United States.

EXCEPTING from this conveyance, however, and not conveying any right, title or interest in and to the soil of said lots.

Penobscot Development Company, in consideration of One Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant unto the said Grantors the right to use said road constructed as aforesaid across Lots 29, 28, 27, 26, 7, 8, 9, 10, 22, 21, 20, 19, 18, and 17, in common with said Penobscot Development Company for the purpose of ingress and egress to and from lots 28, 27, 26, and 7 on which Grantors own the timber and grass as aforesaid, or any other lands owned by Grantors in said Township D, Range 2, W.E.L.S. for so long as said road is maintained; but said Penobscot Development Company shall be under no obligation to Grantors to maintain said road."

**II— Township D, Range 2— Parcel A-D**

EXCEPTING a certain right-of-way of varying width running from the end of the highway from Bridgewater or Boutford Road, so-called, to the westerly line of TDR2 and further shown on a plan entitled "Diamond Occidental Forest Inc. Right-of-Way T.D.R.2 & T.9.R.3." and recorded in the Aroostook County Registry of Deeds in Plan Book 37, Page 131A. Said right-of-way is 20 feet wide, 10 feet on each side of the above-described centerline from station 191 to station 182 as shown on said plan. Said right-of-way is 100 feet wide, 50 feet on each side of the above-described centerline from station 182 to the westerly line of said TDR2 at station 105 as shown on said plan.

ALSO, EXCEPTING rights in that portion of said road from the easterly line of TDR2 to said station 191, if any.

ALSO, EXCEPTING the premises conveyed by Fraser Paper Limited to Diamond Occidental Forest, Inc.

by deed dated May 14, 1991 and recorded in the Aroostook County Registry of Deeds, South in Book 2358, Page 108.

**III — Township 9, Range 3— Parcel A**

The subject property is described in deed from Lewis A. Burleigh, Trustee under the will of Edwin C. Burleigh and Frances E. Spiller to Penobscot Development Company, dated March 11, 1920 and recorded in the Aroostook County Registry of Deeds, South, in Volume 320, Page 273. The subject property is described in the aforesaid deed as follows:

"The east half of Township Nine Range Three, W.E.L.S., in said County of Aroostook, except the soil of the Public Lots, but including the right to cut and carry away the timber and grass on same until said Township shall be organized."

**III — Township 9, Range 3 — Parcel B**

The subject property is described in deed from the State of Maine to Diamond International Corporation, dated January 4, 1978 and recorded in the Aroostook County Registry of Deeds, South, in Volume 1343, Page 23. The subject property is described in the aforesaid deed as follows:

PUBLIC RESERVED LAND  
Aroostook County, State of Maine

<u>Township</u>	<u>Acreage +/-</u>	<u>Description</u>
T9, R3, WELS	500	500 unlocated acres consisting of the 500 acre unlocated public lot in the east half of the township

**III— Township 9, Range 3— Parcel C**

The premises described in the deed from Diamond Occidental Forest Inc. to Fraser Paper Limited dated March 28, 1991 and recorded in the Aroostook County Registry of Deeds, South in Book 2358, Page 106 as follows:

A certain lot or parcel of land situated in T9R3 W.E.L.S., County of Aroostook, State of Maine, bounded and described as follows, to wit: Parcel C as shown on a certain plan entitled "Plan of Lot Exchange and Right of Way Between Diamond Occidental Forest Inc. and Fraser Paper, Ltd. in T.9.R.3. & T.D.R.2. Aroostook County, Maine" surveyed by Diamond Occidental Forest Inc. and recorded in Aroostook County Registry of Deeds, Plan Book 38, Page 38-A.

**III — Township 9, Range 3 Parcels A-C**

EXCEPTING a certain parcel of land encompassing Number 9 Lake, so-called, as depicted upon a plan of a survey entitled "Diamond Occidental Forest Inc. T9R3 & Number 9 Lake" and recorded in the Aroostook County Registry of Deeds in Plan Book 37, Page 130B.

ALSO, EXCEPTING a 100 foot wide right-of-way from the easterly line of said T9R3 running generally southwesterly to the northerly line of the above-excepted parcel encompassing Number 9 Lake, so-called. Said right-of-way is shown upon a plan of a survey entitled "Diamond Occidental Forest, Inc. Right-of-Way T.D.R.2 & T9R3" recorded in said registry in Plan Book 37, Page 130B.

Said right-of-way to be 50 feet on each side of the above-described centerline.

ALSO, EXCEPTING a 100 foot wide right-of-way along the westerly line of the above-excepted and reserved parcel encompassing Number 9 Lake, so-called. Said right-of-way runs from station 185 generally southerly to station 186 on the westerly line of said parcel as shown on the above-mentioned plan entitled "Diamond Occidental Forest Inc. T9R3 & Number 9 Lake."

**III— Township 9, Range 3— Parcels A-C**

Two certain right-of-ways, to be used in common with others over the East Lake Road, so-called, running generally from the northerly line of the excepted and reserved parcel in T9R3 encompassing Number 9 Lake, so-called, to the easterly side line of said parcel, and over the West Lake Road, so-called, running generally from said East Lake Road near the northerly line of said parcel to the westerly and southerly side lines of said parcel. Said right-of-ways are shown upon a plan of a survey entitled "Diamond Occidental Forest, Inc. T9R3 & Number 9 Lake" recorded in said registry in Plan Book 37, Page 130B. Said right-of-way to be 50 feet on each side of the centerline depicted on said plan, except where such width encroaches onto land now leased to others.

**XII — Township E, Range 2— Parcel A**

The subject property is described in deed from Lewis A. Burleigh, Trustee under the wills of Edwin C. Burleigh, late of said Augusta, deceased and of Frances E. Spiller of North Abington, deceased to Diamond International Corporation, dated February 1, 1924 and recorded in the Aroostook County Registry of Deeds, South, in Volume 348, Page 377. The subject property is described in the aforesaid deed as follows:

"The following blocks or parcels of land in E. Range Two (E. Range 2), W.E.L.S. in the County of Aroostook and State of Maine, according to the survey and plan thereof made and returned to the Land Office by Abner Coburn, A.D. 1838, to wit: Blocks Two (2), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), and an undivided third of Block Three.

**XII – Township E, Range 2— Parcel B**

The subject property is described in deed from Phipps Land Company, Inc. to Diamond International Corporation, dated August 28, 1972 and recorded in the Aroostook County Registry of Deeds, South, in Volume 1110, Page 648. The subject property is described in the aforesaid deed as follows:

**PARCEL ONE:** All the following described parcels of real estate situate in Township E, Range 2, W.E.L.S. in the County of Aroostook, to wit: lots eight (8) and nine (9) in block twenty-one (21), according to plan and survey made by E.E. Burleigh and A.A. Burleigh in December 1917.

**PARCEL TWO:** A certain tract or parcel of land in said County of Aroostook, to wit, Lot No. 20 in Township E in the second range of townships west from the east line of the State, extending one and one-fourth miles from north to south and three-fourths of a mile from east to west.

**EXCEPTING and RESERVING,** however, to S.W. Bell Ltd., its successors and assigns, any and all mines, minerals, and mineral rights under, in and to the premises above-described, with power to take all usual, necessary or convenient means for working, getting, laying up, dressing, making merchantable and taking away said mines and minerals and the right to work them, as excepted and reserved in the deed of S.W. Bell Ltd. to Dead River Co., dated January 13, 1969, recorded in Volume 1094, Page 389 of said Registry.

**PARCEL THREE:** A certain parcel of land with the timber thereon, known as Lot 19 in Plantation E, Range 2 in the County of Aroostook and State of Maine, viz:

The lands described in two Warranty Deeds, one of which was given by Hannah Jordan of Readfield, in the County of Kennebec, to Washington B. Smith, of Fayette, in said County of Kennebec, and recorded in Vol. 125, Page 332 of the Aroostook Registry of Deeds, and the other given to said Washington B. Smith by Ezra Dinsmore, of Madison, in the County of Somerset, dated November 8, 1880 and recorded in Vol. 69, Page 331 of said Registry.



EXCEPTING, however, any and all mines and mineral rights under, in and to the premises hereby conveyed, to Samuel W. Fogg and Eleanor M. Fogg, both of Readfield in said County of Kennebec, Josephine S. Bartlett, of Naples, in the County of Cumberland, and Margaret F. Maloney, of Auburn, in the County of Androscoggin, their heirs and assigns, with power to take all usual, necessary or convenient means for working, getting, laying up, dressing, making merchantable and taking away the said mines and minerals and the right to work them.

PARCEL FOUR: The following lot or parcel of land in Block numbered twenty-one (21) Range 2, E. Plantation, Aroostook County, viz: Lot numbered ten (10) according to the plan and survey of E.E. and A.A. Burleigh in December 1917."

**XII — Township E, Range 2— Parcel C**

A portion of the premises described in the deed to Fraser Paper, Limited from Lawrence Coolidge and William M.G. Fletcher as Trustees under the Will of Anna G. Fletcher, Lawrence Coolidge and Peter B. Loring as Trustees under the Will of Evelyn Smyth Griswold Trust No. 4 and David E. Place, Lawrence Coolidge and Peter B. Loring as Trustees under Article Ten of the Will of Merrill Griswold dated February 10, 1992 and recorded in Book 2431, Page 270 Aroostook County Registry of Deeds, South as confirmed and ratified by the deed to Fraser Paper, Limited from Gilbert M. Roddy, Jr. and William M.G. Fletcher, Trustees under the will of Anna G. Fletcher dated March 8, 1993 and recorded in the Aroostook County Registry of Deeds, South in Book 2548, Page 98 as follows:

**"E" Plantation**

A three-eighths (3/8) interest in common and undivided in and to Lot 3, Township E, Range 2, W.E.L.S. (now "E" Plantation).

**XII — Township E, Range 2 - Parcel D**

A portion of the property described in the deed from Stramineus Corporation to Fraser Papers Inc. dated September 29, 1997 and recorded in the Aroostook County Registry of Deeds, South in Book 3066, Page 192 as follows:

A 7/24ths interest in common and undivided in and to Section Three (3) in Township "E", Range 2, W.E.L.S., County of Aroostook, State of Maine.

**PARCEL 2 (LAKEVILLE SHORES, INC. PARCELS)**

The portions of the parcels in Township 8, Range 4 described below lying in the southeasterly quarter of said township.

**XVI — Township 8, Range 4— Parcel A**

The subject property is described in deed from Great Northern Nekoosa Corporation to Diamond International Corporation, dated April 18, 1975 and recorded in the Aroostook County Registry of Deeds, South, in Volume 1186, Page 160. The subject property is described as follows:

"The following described real estate, being wild land, situate in Township Eight (8) Range Four (4), West from the East line of the State, in Aroostook County, State of Maine, to wit:  
A one-fourth (1/4) interest in common and undivided to the northwest quarter and the southeast quarter of said Township 8, Range 4, W.E.L.S. excepting the Public Lot in said Township as reserved by the State, but including one-quarter (1/4) in common and undivided of the right to cut and carry away the timber and grass from said Public Lot in said quarters of said Township."

**XVI — Township 8, Range 4— Parcel B**

The subject property is described in deed from George F. Underwood, Herbert S. Holt, James W. Fleming, Redfield Proctor, Lucy Adaline Hurd Van Horne, widow of Sir William C. Van Horne, Richard Benedict Van Horne and Adaline Van Horne to Penobscot Development Company, dated August 2, 1917 and recorded in the Aroostook County Registry of Deeds, South, in Volume 301, Page 117. The subject property is described in the aforesaid deed as follows:

"One-half part in common and undivided of the northwest quarter of township number eight (8), range four (4), W.E.L.S. in the County of Aroostook; also one-half part in common and undivided of the southeast quarter of said township number eight (8), range four (4) W.E.L.S., TOGETHER WITH one-half interest to cut and carry away the timber and grass from the public lots on both aforesaid quarters until the township is incorporated or formed into a plantation. EXCEPTING and RESERVING the two following described pieces or parcels of land in said southeast quarter of said township this day conveyed to F. Marion Simpson, to wit: One half in common and undivided of a certain piece or parcel of land situated in the southeast quarter of township number eight (8) range four (4), W.E.L.S., in the County of Aroostook and lying partly on the east side and partly on the west side of the location of the Bangor & Aroostook Railroad, bounded as follows, viz: BEGINNING at a cedar post on the shore of the St. Croix Lake, marked on the north side "Dean Lumber Company Lease" on the south side "1916"; thence, North 36° East sixteen chains to a small brook; thence, same bearing nine chains to a cedar post marked on the west side "Lease Dean L. Co." on the east side "1916"; thence, North 55°30' West across burned land six and seven tenths chains to fir tree blazed; thence, same bearing sixteen and three tenths chains to a yellow birch tree on the bank of Howe Brook marked "Lease D.L. Co. 1916 H"; thence, by Howe Brook and shore of St. Croix Lake to PLACE OF BEGINNING. Also one half in common and undivided of a certain other piece or parcel of land with buildings thereon, situated in the southeast quarter of township number eight (8), range four (4), W.E.L.S., in said county of Aroostook, bounded as follows; viz: BEGINNING at the easterly shore of St. Croix Lake and on the south line of said township eight (8), range four (4), thence, easterly on said south line to a cedar post at the intersection of the said south line and the east line of the right-of-way of the Bangor & Aroostook Railroad (this post is 73 feet north of culvert A. 14.93) and marked "D.L. Co., Lease 1917;" thence, continuing easterly on said south line 24 chains to a cedar post marked on the northwest side "D.L. Co. lease 1917"; Witness, small poplar N.5 feet marked "H"; thence, North 5°30' East 21 chains to a post marked on southwest side "D.L. Co. lease 1917" Witness, small poplar tree three feet west marked "H"; thence, West 19° North to a cedar post on east line of the right-of-way of the said Bangor & Aroostook Railroad 47 feet south of culvert A. 15.21 marked "D.L. Co. lease 1917"; thence, northerly on said east line of said Bangor & Aroostook Railroad to the southerly line of the parcel of land last above-described as excepted and reserved; thence, southwesterly on said southerly line to St. Croix Lake; thence, southerly by said lake to place of beginning."

**XVI — Township 8, Range 4— Parcel C**

The subject property is described in deed from the State of Maine to Diamond International Corporation, dated January 4, 1978 and recorded in the Aroostook County Registry of Deeds, South, in Volume 1343, Page 23. The subject property is described in the aforesaid deed as follows:

**PUBLIC RESERVED LAND**

Aroostook County, State of Maine

<u>Township</u>	<u>Acreage +/-</u>	<u>Description</u>
T.8, R.4, WELS (St. Croix)	375	

A .7500000 common and undivided interest, being 375 unlocated acres, in the 500 acre unlocated public lot, said public lot being within the southeast quarter and the northwest quarter of the township.

**XVI— Township 8, Range 4— Parcel D**

The subject property is described in deed from The Royal Trust Company, Lucy Adaline Hurd Van Horne, Richard Benedict Van Horne and Adaline Van Horne, Executors under the Will of Sir William C. Van Horne to Penobscot Development Company, dated August 2, 1917 and recorded in the Aroostook County Registry of Deeds, South, in Volume 301, Page 121. The subject property is described in the aforesaid deed as follows:

"One-fourth of one-half part in common and undivided of the northwest quarter of township number eight (8), range four (4) W.E.L.S., in the County of Aroostook, also  $\frac{1}{4}$  of  $\frac{1}{2}$  part in common and undivided of the southeast quarter of said township number eight (8), range four (4), W.E.L.S. TOGETHER WITH one fourth of one-half interest to cut and carry away the timber and grass from the public lots of both aforesaid quarters until the township is incorporated or formed into a plantation. EXCEPTING the two following described pieces or parcels of land in said southeast quarter of said township this day conveyed to F. Marion Simpson, to wit: One-fourth of one half in common and undivided of a certain piece or parcel of land situated in the southeast quarter of township number eight (8), range four (4), W.E.L.S., in the county of Aroostook and lying partly on the east side and partly on the west side of the location of the Bangor & Aroostook Railroad, bounded as follows, viz:

BEGINNING at a cedar post on the shore of St. Croix Lake, marked on the north side "Dean Lumber Company Lease" on the south side "1916"; thence, North  $36^{\circ}$  East sixteen chains to a small brook; thence, same bearing nine chains to a cedar post marked on the west side "Lease Dean L. Co." on the east side "1916"; thence, North  $55^{\circ}30'$  West across burned land six and seven tenths chains to a fir tree blazed; thence, same bearing sixteen and three tenths chains to a yellow birch tree on the bank of Howe Brook marked "Lease D.L. Co. 1916 H"; thence, by Howe Brook and shore of St. Croix Lake to PLACE OF BEGINNING. Also one-fourth of one-half in common and undivided of a certain other piece or parcel of land with buildings thereon, situate in the southeast quarter of township number eight (8), range four (4), W.E.L.S. in said county of Aroostook, bounded as follows, viz: BEGINNING at the easterly shore of St. Croix Lake and on the south line of said township eight (8), range four (4); thence, easterly on said south line to a cedar post at the intersection of the said south line and the east line of the right of way of the Bangor & Aroostook Railroad (this post is 73 feet north of culvert A. 14.93) and marked "D.L. Co. lease 1917"; thence, continuing easterly on said south line 24 chains to a cedar post marked on the northwest side "D.L. Co. lease 1917" Witness, small poplar N. 5 feet marked "H"; thence, North  $5^{\circ}30'$  East 21 chains to a post marked on southwest side "D.L. Co. lease 1917" Witness, small poplar tree three feet west marked "H"; thence, West  $19^{\circ}$  North to a cedar post on east line of the right-of-way of the said Bangor & Aroostook Railroad, 47 feet south of culvert A. 15.21 marked "D.L. Co. lease 1917"; thence, northerly on said east line of said Bangor & Aroostook Railroad to the southerly line of the parcel of land last above-described as excepted and reserved; thence, southwesterly on said southerly line to St. Croix Lake; thence, southerly by said lake to PLACE OF BEGINNING."

#### **XVI — Township 8, Range 4— Parcel E**

The subject property is described in the deed from the State of Maine to Diamond Occidental Forest, Inc. recorded in the Aroostook County Registry of Deeds, South in Book 2119, Page 23. The subject property is described as follows:

One hundred and twenty-eight (128) unlocated acres, more or less, within the 500 acre unlocated public lot in Township 8, Range 4, WELS.

#### **XVI — Township 8, Range 4— Parcel F**

A portion of the premises described in the deed to Fraser Paper, Limited from Lawrence Coolidge and William M.G. Fletcher as Trustees u/w/o Anna G. Fletcher, Lawrence Coolidge and Peter B. Loring as Trustees under the Will of Evelyn Smyth Griswold Trust No. 4 and David E. Place, Lawrence Coolidge and Peter B. Loring as Trustees under Article Ten of the Will of Merrill Griswold dated February 10, 1992 and recorded in Book 2431, Page 270 in Aroostook County Registry of Deeds, South; As confirmed and ratified by the deed to Fraser Paper, Limited from Gilbert M. Roddy, Jr. and William M.G. Fletcher, Trustees under the will of Anna G. Fletcher dated March 8, 1993 and recorded in the Aroostook County

Registry of Deeds, South in Book 2548, Page 98 as follows:

T8R4

A one-quarter (1/4) interest in common and undivided in and to the northwest quarter part and the southeast quarter part of Township 8, Range 4, W.E.L.S.

NOTE: Parcels A, B, C, D, E and F together constitute a 100% interest in the described property including a 100% interest in the public lot described above.

EXCEPTING AND RESERVING from this conveyance the portions of the above described Parcels A through F in Township 8, Range 4, W.E.L.S. which lie in the Northwest Quarter of said Township.

FURTHER EXCEPTING AND RESERVING Grantor's fractional and undivided interest in the following described parcels of land:

"A certain piece or parcel of land situated in the southeast quarter of township number eight (8), range four (4), W.E.L.S., in the county of Aroostook and lying partly on the east side and partly on the west side of the location of the Bangor & Aroostook Railroad, bounded as follows, viz:

BEGINNING at a cedar post on the shore of St. Croix Lake, marked on the north side "Dean Lumber Company Lease" on the south side "1916"; thence, North 36° East sixteen chains to a small brook; thence, same bearing nine chains to a cedar post marked on the west side "Lease Dean L. Co." on the east side "1916"; thence, North 55°30' West across burned land six and seven tenths chains to a fir tree blazed; thence, same bearing sixteen and three tenths chains to a yellow birch tree on the bank of Howe Brook marked "Lease D.L. Co. 1916 H"; thence, by Howe Brook and shore of St. Croix Lake to PLACE OF BEGINNING. Also one-fourth of one-half in common and undivided of a certain other piece or parcel of land with buildings thereon, situate in the southeast quarter of township number eight (8), range four (4), W.E.L.S. in said county of Aroostook, bounded as follows, viz: BEGINNING at the easterly shore of St. Croix Lake and on the south line of said township eight (8), range four (4); thence, easterly on said south line to a cedar post at the intersection of the said south line and the east line of the right of way of the Bangor & Aroostook Railroad (this post is 73 feet north of culvert A. 14.93) and marked "D.L. Co. lease 1917"; thence, continuing easterly on said south line 24 chains to a cedar post marked on the northwest side "D.L. Co. lease 1917" Witness, small poplar N. 5 feet marked "H"; thence, North 5°30' East 21 chains to a post marked on southwest side "D.L. Co. lease 1917" Witness, small poplar tree three feet west marked "H"; thence, West 19° North to a cedar post on east line of the right-of-way of the said Bangor & Aroostook Railroad, 47 feet south of culvert A. 15.21 marked "D.L. Co. lease 1917"; thence, northerly on said east line of said Bangor & Aroostook Railroad to the southerly line of the parcel of land last above-described as excepted and reserved; thence, southwesterly on said southerly line to St. Croix Lake; thence, southerly by said lake to PLACE OF BEGINNING."

**XVII — Township 8, Range 3— Parcel A**

The subject property is described in deed from the State of Maine to Diamond International Corporation, dated January 4, 1978 and recorded in the Aroostook County Registry of Deeds, South, in Volume 1343, Page 23. The subject property is described in the aforesaid deed as follows:

**PUBLIC RESERVED LAND**

Aroostook County, State of Maine

<u>Township</u>	<u>Acreage +/-</u>	<u>Description</u>
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T.8, R.3 WELS	1,005	1,005 located acres consisting of the 1,005 acre public lot, which public lot is located on the ground and designated Lot #10, #11, #12, #23, and #24 as described in the field notes dated 1841 and recorded in the records of the Maine Land Office, Vol. 2, Pg. 20 and Vol. 3, Pg. 77, and in the Aroostook County Registry of Deeds, South, Vol. 2, Pg. 325.
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**XVII — Township 8, Range 3— Parcel B**

The subject property is described in deed from Lewis A. Burleigh, Trustee under the wills of Edwin C. Burleigh and of Frances E. Spiller to Penobscot Development Company, dated March 11, 1920 and recorded in the Aroostook County Registry of Deeds, South, in Volume 320, Page 273. The subject property is described in the aforesaid deed as follows:

"The following lots in Township Number Eight Range Three, W.E.L.S. in the County of Aroostook, Maine, to wit: Lots one to six inclusive, eight, nine, thirteen to twenty-two inclusive, twenty-five to fifty-nine inclusive one undivided quarter of Lot sixty, and lots sixty-one to one hundred eight inclusive. Also the right to cut and carry away the timber and grass on Public Lots ten, eleven, twelve, twenty-three and twenty-four in said Township, until said Township shall be organized, the soil of said public lots only being excepted from this conveyance. Said premises being wild land."

**XVII — Township 8, Range 3 — Parcel C**

The subject property is described in deed from Mary H. Woodbury, et al., to Penobscot Development Company, dated April 29, 1957 and recorded in the Aroostook County Registry of Deeds, South, in Volume 740, Page 203, conveying "all right, title and interest" and in deed from John Whittle, Jr., et al., to Penobscot Development Company, dated August 23, 1957 and recorded in said Registry of Deeds in Volume 729, Page 35, conveying "all right, title and interest," and in deed from James C. Madigan, dated September 16, 1957 and recorded in said Registry of Deeds in Volume 729, Page 36, conveying "all right, title and interest", which three deeds constitute a 100% interest in the premises. The subject property is described in the aforesaid deeds as follows:

"Lot sixty (60), Township Eight (8), Range Three (3), W.E.L.S. Aroostook County, Maine, being wild land."

**XVII — Township 8, Range 3 — Parcel D**

All right, title and interest in and to Lot Seven (7), Township Eight (8), Range Three (3), W.E.L.S., Aroostook County, Maine.

Parcel D is conveyed by Quitclaim release only without covenants of title.

**Recorded at the request of and  
when recorded mail to:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

Space above this line for recorder's use only

**ROAD ACCESS AGREEMENT**

This ROAD ACCESS AGREEMENT ("Easement Agreement") is made as of ~~March~~ <sup>April 2</sup>, 2015 (the "Effective Date") by and between **Alan M. Plourd**, of P.O. Box 186, Bridgewater, Maine 04735, his successors and assigns (hereinafter "Grantor") and **Number Nine Wind Farm LLC**, a Delaware limited liability company, its successors and assigns (hereinafter "Grantee"). Grantor and Grantee may hereafter be referred to as, together, the "Parties" and each, a "Party".

**RECITALS**

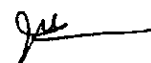
A. Grantor owns the land in Township D, Range 2 WELS more particularly described in the deed from Joan Jordan recorded in Book 2354, Page 303 of the Aroostook County (South) Registry of Deeds, the description therein incorporated herein by reference (the "Property").

B. Grantor is willing to grant Grantee the Easements described in this Easement Agreement on the terms and provisions set forth herein.

**AGREEMENT**

1. Grant of Easement. In consideration of payment stated in that certain Easement Side Letter dated as of the Effective Date and other good and valuable consideration, Grantor hereby grants to Grantee, its successors and assigns, the following easements ("Easements") over and across a strip of land forty (40) feet in width, the centerline of which is coextensive with the centerline of the Number Nine Road, so called, the location of said Number Nine Road being generally depicted in Exhibit "A" attached hereto and made a part hereof ("Easement Area"):

A non-exclusive access and road easement for all purposes to cross and recross the Easement Area by pedestrians, vehicles and equipment, including an easement for the construction, installation, maintenance, repair, replacement, widening from time to time and use of the Number Nine Road up to forty feet (40') in width and consisting of the travel surface, shoulders, side cuts and slopes, ditches and culverts for water drainage, and erosion control improvements, from Bootfoot Road, so called, a public road, to any lands owned in fee, by easement or leased by Grantee or an affiliate now or in the future (sometimes "Grantee's Property").



2. Easement Area. The Parties acknowledge and agree that the Easement Area described herein and generally depicted in Exhibit "A" is approximate and is subject to adjustments based on the construction of the road and entry access improvements by Grantee. Grantee may, but is not required to, cause a legal description and map of the Easement Area to reflect "as-built" conditions and Grantor and Grantee will execute and record an amendment to this Easement Agreement that will incorporate any such description and map.

3. Term. The term ("Term") of the Easements shall be in perpetuity. Upon earlier termination at the option of Grantee of this Easement Agreement, Grantee shall execute and record a quitclaim deed quitclaiming the Easements to Grantor.

4. Right to Clear. The Easements includes the right of Grantee to keep the Easement Area free and clear of all brush, trees, timber or other hazards to Grantee's activities.

5. No Interference. Grantor shall not use the Easement Area in any manner that, in the sole opinion of Grantee, will interfere with the Easements and other rights conferred by this Easement Agreement upon Grantee.

6. Restoration. Grantee agrees that upon expiration or earlier termination at the option of Grantee of this Easement Agreement, it will surrender, yield up and deliver the Easement Area in good and clean condition and restore the Easement Area, as nearly as reasonably possible, to the condition it was in before Grantee's use hereof.

7. Notices. All notices, statements, demands, correspondence or other communications required or permitted by this Easement Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

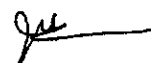
Notice to Grantor:

Alan M. Plourd  
P.O. Box 186  
Bridgewater, Maine 04735

Notice to Grantee:

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.



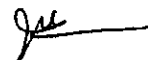
8. Lender Protections.

8.1 Grantor's Obligations. As a precondition to exercising any rights or remedies related to any alleged default by Grantee under the Easement Agreement, Grantor shall give written notice of the default to each Lender so notified which has been disclosed to Grantor by written notice to Grantor at the same time it delivers notice of default to Grantee specifying in detail the alleged event of default and the required remedy. Each Lender so notified shall have the same amount of time to cure the default as to Grantee's interest in this Easement Agreement as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee or Lender located on the Easement Area. The cure period for each Lender shall begin to run at the end of the cure period given to Grantee in the Easement Agreement but in no case shall the cure period for any Lender be less than the cure rights provided in Section 8.3 herein. Failure by Grantor to give each such Lender notice of default (in accordance with this Section 8.1) shall not diminish Grantor's rights against Grantee but shall preserve all rights of each such Lender to cure any default and to remove any property of Grantee or the Lender located on the Easement Area.

8.2 Lender Obligations. Any Lender that does not directly hold an interest under the Easement Agreement, or whose interest is held solely for security purposes, shall have no obligation or liability to Grantor for performance of Grantee's, obligation under the Easement Agreement prior to the time the Lender directly holds an interest in the Easement Agreement, or succeeds to absolute title to Grantee. A Lender shall be liable to perform obligations of Grantee to Grantor under the Easement Agreement only for and during the period it directly holds such interest. Any assignment permitted under the Easement Agreement shall release Grantee or other assignor from obligations accruing after the date that liability is assumed by the assignee.

8.3 Right to Cure Defaults/Notice of Defaults/Right to New Easement. Any Lender shall have the right, but not the obligation, at any time to perform any act necessary to cure any default. In the event of an uncured default by Grantee, or in the event of a termination of the Easement Agreement by mutual agreement, each Lender that is not in default of its obligations to Grantor, shall have the right to have Grantor either recognize the Lender's interest or grant a new easement agreement substantially identical to the Easement Agreement. Under the new easement agreement, the Lender shall be entitled to, and Grantor shall not disturb, Lender's continued use and enjoyment for the remainder of the term of the Easement Agreement, providing that all defaults on obligations to Grantor have been cured.

8.4 Extended Cure Period. If any default by Grantee under the Easement Agreement cannot be cured without obtaining possession or the right to use of all or part of the Easement Agreement which would be a default other than a default on payment obligations of Grantee, then any such default shall be deemed remedied if a Lender: (a) within sixty (60) days after notice from Grantor is given in accordance with Section 8.1 acquires possession or the right to use of all or part of the Easements, or begins appropriate judicial or non-judicial proceedings to obtain the same; (b) diligently prosecutes and such proceedings to completion; and (c) after gaining possession or the right to use of all or part of the Easement Agreement performs all other obligations as and when the same are due in accordance with the terms of the Easement Agreement. If a Lender is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition.





8.5 Certificates, etc. Grantor shall execute promptly but no later than thirty (30) days from receipt of prior written notice from time to time given by the other Party or by any existing or proposed Lender, or assignee, consents to collateral assignment and non-disturbance agreements as Grantee or any Lender as may be reasonably requested from time to time and subject to Section 18, estoppel certificates.

9. Default. If Grantee fails to perform its obligations hereunder (an "Event of Default"), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from Grantor stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "Notice of Default"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then Grantee shall not be in default if it commences such performance with such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

10. Hazardous Materials. To Grantor's actual knowledge, there are no hazardous or toxic materials on or under the Property in violation of any applicable federal, Maine or local law or regulation for which Grantee would have any obligation, responsibility or liability with respect to any such materials.

11. Subordination. Any and all mortgages, deeds of trust, liens, encumbrances or surface leases, placed upon or suffered by Grantor after the date hereof encumbering Grantor's interest under this Easement Agreement or in the Property shall be expressly subject and subordinate in all respects to this Easement Agreement, to all the obligations of Grantor hereunder and to all the rights, titles and interests and interest of Grantee created or arising hereunder. Grantor shall use its good faith, reasonable efforts to cause any such mortgagee or lessee to execute and deliver a subordination agreement reflecting such subordination in form and substance reasonably satisfactory to Grantee.

12. Parties Bound. This Easement Agreement binds, and inures to the benefit of, the Parties to this Easement Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns. For purposes of this Easement Agreement, the terms Grantor and Grantee shall include heirs, successors and assigns of the Parties hereto and, in so far as it relates to the use of the Easements granted herein, the terms shall include officers, directors, managers, trustees, employees, agents, insurers, land managers, contractors, subcontractors, and independent contractors holding permits or contracts from either Party hereto.

13. Amendment. No amendment, modification, or alteration of this Easement Agreement is binding unless in writing, dated subsequent to the date of this Easement Agreement, and duly executed by the Parties.

14. Assignment. The easements granted herein are personal to the Grantee as an easement in gross and are not appurtenant to any particular property or project of Grantee, notwithstanding any reference herein. Any reference to specific property or project herein is intended by way of inclusion and not limitation on the Easements granted herein.

The Easements granted herein shall be deemed to burden the Property and shall not terminate upon a sale or conveyance of the Property or a portion thereof to another person or entity. Any transfer of the Property, or portion thereof, shall be made expressly subject to the terms of this



Easement Agreement, but the Property shall remain burdened by this Easement Agreement even in the absence of such express reference.

The Easements granted herein are freely transferable by Grantee or any future holder and may be sold, set off, assigned, or otherwise conveyed by Grantee, in whole or in part, to one or more parties, without the need for any approval by Grantor.

By way of clarification and not limitation, Grantee shall have the right, without the consent of Grantor, at any time or times during the term hereof to encumber, hypothecate, mortgage or pledge all or any portion of Grantee's rights in this Easement Agreement and the Easements to any mortgagee who takes a security interest in this Easement Agreement, the Easements and/or the Easement Area (each, a "Lender"), as security for the repayment of any indebtedness and/or performance of any obligation. Grantee shall also have the right, without the consent of Grantor, to transfer, assign, convey or sublease all or any portion of Grantee's rights hereunder. No transfer of an interest, partial or full, in Grantee or its successors and assigns shall constitute an assignment, grant, transfer or conveyance for any purpose of this Easement Agreement and the Easements and in no event shall such assignment, grant, transfer or conveyance require the consent of Grantor. Any member of Grantee shall have the right from time to time without Grantor's consent to transfer any membership interest in Grantee to one or more persons or entities.

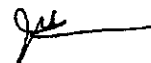
15. Indemnity. Grantee shall defend, indemnify, and hold Grantor harmless from and against any and all damages, loss, liability and claims of liability, for damage to property of whatsoever kind or character, or for injury or death to persons, caused by the actions or omissions of Grantee, its agents, contractors, employees, guests, licensees, and permittees on or about the Property, or arising from Grantee's exercise of its rights under this Agreement, provided such liability or loss is not due to the negligence or willful misconduct of Grantor.

16. Rights and Remedies Cumulative. The rights and remedies provided by this Easement Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.

17. Attorneys' Fees and Costs. The prevailing Party hereto in any action or suit to enforce any term or provision of this Easement Agreement or to recover damages or obtain equitable relief in connection with any breach or default by the other Party or any term or provision of this Easement Agreement shall be entitled to recover from the other Party hereto that Party's reasonable attorneys' fees and costs incurred in connection with such action or suit.

18. Further Assurances. Each Party will perform all such acts as reasonably may be necessary to fully effectuate each and all of the purposes and intent of this Easement Agreement, (including but not limited to, executing and delivering such instruments and documents, promptly but no later than thirty (30) days from receipt of prior written notice from time to time and at any reasonable time as reasonably requested by the other Party).

19. Counterparts. This Easement Agreement may be executed in multiple counterparts, each of which will be an original and all of which, when considered together, will constitute one and the same agreement.



20. Estoppel Certificates. Each Party shall, promptly but no later than thirty (30) days from receipt of prior written notice from time to time given by the other Party or by any existing or proposed Lender or any transferee (each, a "Requesting Party"), execute, acknowledge and deliver to the Requesting Party a written statement (a) certifying that the Easement Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Easement Agreement, as so modified, are in full force and effect), and (b) certifying that there are not, to the non-requesting Party's knowledge, any uncured defaults hereunder, or describing with particularity each such uncured default if any are claimed. Any such statements may be conclusively relied upon by the Requesting Party. The failure of the non-requesting Party to deliver any such statement within such time shall be conclusive upon such non-requesting Party that (i) this Easement Agreement is in full force and effect and have not been modified and (ii) there are no uncured defaults hereunder. Further, each Party shall, within ten (10) days after written notice from a Requesting Party, execute and deliver thereto a certificate to the effect that such Party (A) recognizes a particular entity as a Lender or transferee under this Easement Agreement and (B) will accord to such entity all the rights and privileges of a Lender or transferee (as applicable) hereunder.

21. Covenants Running with the Land. The Parties hereby agree that all of the covenants and agreements contained in this Easement Agreement touch and concern the real estate described in this Easement Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Easement Area and each Party's present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Easement Area (including without limitation, any Lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure).

22. Consents. Unless stated to the contrary, any consents or approvals required by a Party shall not be unreasonably withheld, delayed or conditioned.

23. Governing Law. The laws of the State of Maine shall govern the interpretation and enforcement of this Easement Agreement and the easements and covenants granted hereunder.

24. Taxes.

(a) All real estate taxes, except as may be otherwise expressly provided in this Section 24, levied or assessed by lawful authority (but reasonably preserving Grantor's rights of appeal) against the Easement Area shall be timely paid by Grantor.

(b) Grantee agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Lessee's rights of appeal) against its personal property on the Easement Area during the term of this Easement Agreement and any increase in the real estate taxes as a result of this Easement Agreement.

(c) Special Assessments shall be timely paid by Grantor.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the Effective Date.

“Grantor”

*Alan M. Plourd*  
Alan M. Plourd

“Grantee”

Number Nine Wind Farm LLC,  
a Delaware limited liability company

By: *Steve Irvin*  
Name: Steve Irvin  
Its: Executive Vice President, Central Region

*JLL*

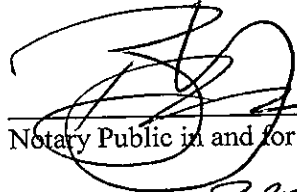
ACKNOWLEDGEMENTS

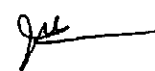
GRANTOR:

STATE OF MAINE:

Arroostook COUNTY

On this 31 day of March, 2015, the foregoing instrument was personally acknowledged before me by Alan M. Plourd as his free act and deed.

  
 \_\_\_\_\_ ATTORNEY  
 Notary Public in and for the State of Maine  
 Printed name: BREWT A. YORK



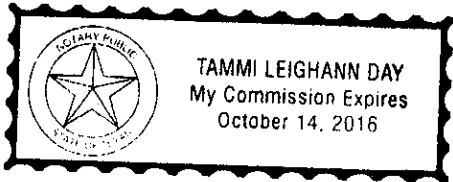
GRANTEE:

STATE OF Texas )  
COUNTY OF Harris ) ss:

On this 2nd day of April, 2015, before me personally appeared Steve Tramm, to me known to me to be the Executive Vice President of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

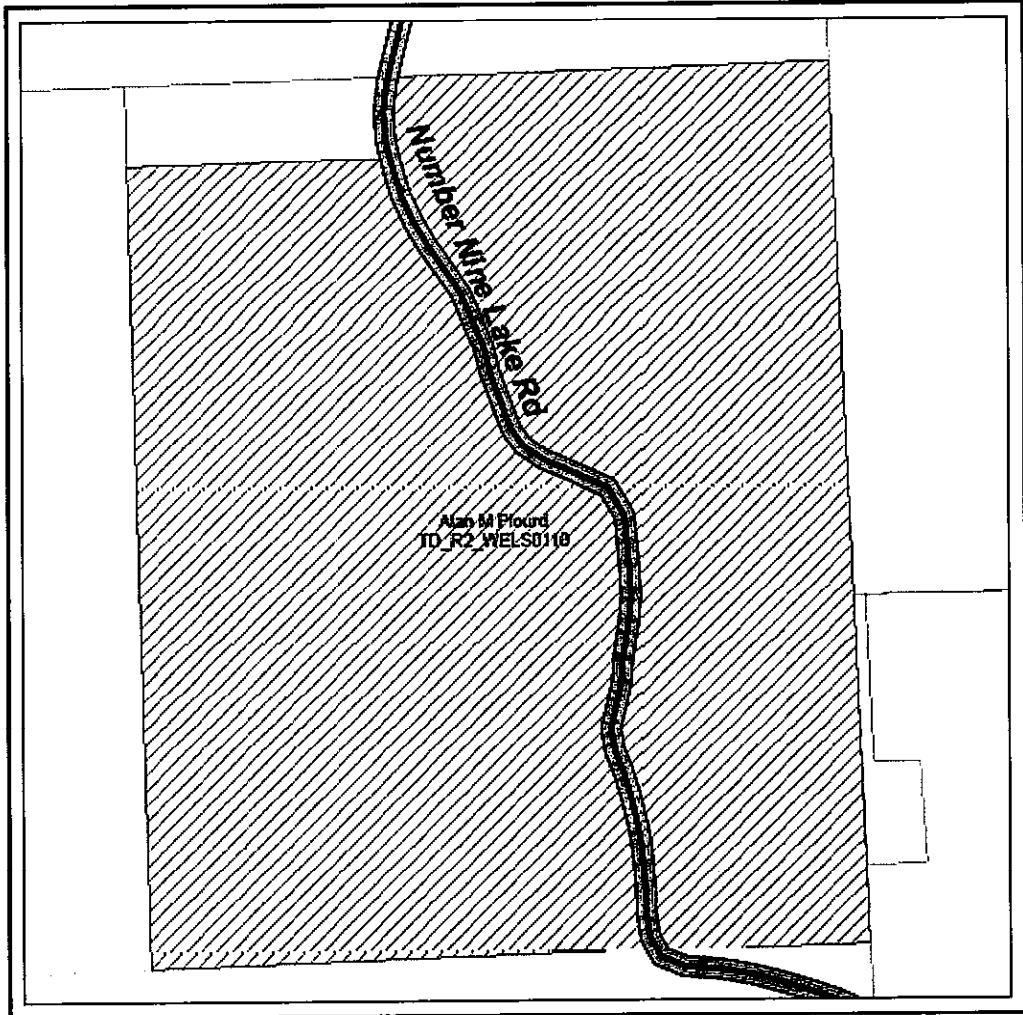
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]  
Notary Public



[Signature]

**EXHIBIT "A"**  
**EASEMENT AREA MAP**



<p><b>Legend</b></p> <ul style="list-style-type: none"> <li>— Existing Roads</li> <li> Easement Area</li> <li> Parcel</li> <li> Plourd Property</li> </ul>		Chapman	Presque Isle	Easton
			Westfield	Mars Hill
		10 R3 WELS	E Twp	Blaine
		9 R3 WELS	Gox Plain	Bridgewater
		TO R2 WELS		
		8 R3 WELS	TC R2 WELS	Monticello
Dudley Twp Sumner	Hammond	Littleton		

0    250    500    1,000    Feet

Received  
ARGOSTOOK SS  
TYLER CLARK, REGISTRAR

**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

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THIS DOCUMENT WAS PREPARED BY: GENERAL COUNSEL, 808 TRAVIS STREET, HOUSTON, TEXAS 77002 (713) 265-0350

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**MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS**

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of March 9<sup>th</sup>, 2015 (the "Effective Date"), between Stephen Phillips Memorial Scholarship Fund, LLC, a Massachusetts limited liability company (together with its successors and assigns, collectively and individually, as the case may be "Landowner") and Number Nine Wind Farm LLC, a Delaware limited liability company (together with its successors and assigns, "Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

**RECITALS**

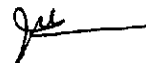
WHEREAS, Landowner and Wind Company entered into that certain Wind Energy Lease and Agreement with Grant of Easements dated March 9<sup>th</sup>, 2015 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof as Parcel 1 (the "Landowner Property") and Parcel 2 (the "Property").

WHEREAS, Wind Company desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators and other related equipment and facilities, including, without limitation, power lines and roadways for the production, collection and transmission of electrical energy, all of the foregoing to be located in, on, over, across and under the Property (as defined below) and in, on, over, across and under other real property in the vicinity of the Property in which Wind Company has acquired certain rights or in which Wind Company contemplates acquiring certain rights (together with the Property, the "Wind Project Property").

WHEREAS, Wind Company may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on, over and under certain real property in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

WHEREAS, Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Wind Company rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wind Company and Landowner hereby agree as follows:





1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner, the Property, including all air space thereof, for the following purposes (collectively, "Operations"), for the benefit of one or more Projects (as defined in the Lease) upon all of the terms and conditions hereinafter set forth herein:

2.1 Determining the feasibility of wind energy conversion on the Property or on other Wind Project Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2 Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3 Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (i) wind machines, wind turbine generators, wind energy conversion systems and wind power generating facilities (including associated towers, foundations and other structures and equipment), and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (individually a "Generating Unit" and, collectively, "Generating Units"); (ii) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, splice and junction boxes, switch panels, conduits, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (iii) overhead and underground control, communications and radio relay systems and telecommunications equipment, including microwave towers, dishes, and control, fiber, wires, cables, conduit and poles; (iv) meteorological towers, guy wires, braces and wind measurement equipment; (v) roads and erosion control facilities; (vi) signs; (vii) fences and other safety and protection facilities; and (viii) other improvements, facilities, appliances, machinery and equipment associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.6 Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Wind Company or Wind Company's contractors may construct from time to time (collectively, "Access Rights");

2.7 Conducting site tours to demonstrate the environmental and other benefits of electrical generation from wind power; and

2.8 Undertaking any other activities that Wind Company or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking, tests and studies, including but not limited to environmental, biological, cultural, geotechnical drilling and studies and other uses permitted under this Lease as set forth elsewhere herein. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Wind Company or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property.

with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Wind Company, a Sublessee or one or more third parties authorized by Wind Company or a Sublessee.

### 3. Easements.

3.1 In addition, Landowner hereby grants to Wind Company the following easements for the benefit of one or more Projects and the Wind Project Property (collectively, the "Easements") and individually an "Easement"):

3.1.1 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;

3.1.2 If and as agreed in the Site Plan, an exclusive easement to permit the rotors of Generating Units located on adjacent properties in the Project to overhang the Property and to encroach into any county, state or other governmental setback;

3.1.3 A non-exclusive easement for the Access Rights ("Access Easement");

3.1.4 A non-exclusive easement for audio, visual, view, reflective light, shadow flicker, noise, shadow and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property and any other property owned by Landowner adjacent to or in the vicinity of the Property, provided however that Wind Company shall use commercially reasonable efforts to mitigate the effects of any television or radio frequency interference;

3.1.5 An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"), together with the right to temporary earthmoving as necessary to build suitable access routes for the Crane Travel Path Easement; and

3.1.6 If and as agreed in the site plan, a seventy-five (75) foot wide non-exclusive easement (the "Distribution Easement") and right to install, maintain, repair and operate on the Property underground at least thirty-six (36) inches below the surface (or above ground if agreed to in the Site Plan reasonably necessary or required), distribution and collection lines which carry electricity to and from the Wind Project Property, communication lines which carry communications to and from the Wind Project Property, and other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing. To the extent that access roads and collection lines run parallel to each other from one Generating Unit to another, said road and lines will be located adjacent to each other to minimize the clearing of timber and the removal of topsoil;

3.1.7 A non-exclusive "Construction Easement" for purposes of constructing, maintaining, repairing, replacing, and removing all or any part or element of the Wind Power Facilities whether located on or off the Property. The portion of the Property subject to the burden of this easement is referred to as the "Construction Easement Property" and is identified and located as shown on Exhibit "B" to the Lease. The exact size and configuration of the Construction Easement will vary with location and function as reasonably determined by engineering and construction personnel, but is generally expected to comprise an area of approximately five (5) acres at each

turbine site, one and one-half (1 1/2) acres at each meteorological tower site, an area of approximately two hundred (200) feet of additional width on each side of all of the access roads measured from the center line of such access roads, an area approximately fifty (50) feet in width (i) on either side of all buried cable and (ii) on either side of all of the aboveground lines and an area of approximately two hundred fifty (250) feet of additional width on each side of the Crane Path Travel Easement. Wind Company may exercise its right to use all or any part of the Construction Easement Property as and when Wind Company deems it necessary or advisable to do so to perform the activities for which this Construction Easement is granted. Wind Company shall have the right to use the Property during the life of the Wind Power Facilities for major repairs requiring a crane and laydown areas and will first notify Landowner of its plans (except in case of emergency) prior to such use. This Construction Easement also shall permit vehicular and pedestrian access in connection with installation or removal of the nacelle or rotor on any Generating Unit to go onto the Property up to 650 feet in any direction from the base of the Generating Unit to hold tag lines securing the nacelle and rotor while they are being lifted into place. When using the Construction Easement, Wind Company will implement suitable wind erosion control on disturbed ground caused by construction or Wind Company's other activities. After each use of the Construction Easement, Wind Company to the extent reasonably possible shall restore the Construction Easement Property to the condition it was in before Wind Company's use.

3.2 Notwithstanding anything contained herein to the contrary, Easements (each an "Operation Easement") shall be co-terminus with the Term of the Lease ("Operation Easement Term"). Upon the expiration or earlier termination of this Lease, Wind Company shall have the option to extend ("Operation Easement Extension Option") the Operation Easement Term for so long as a Project or any Wind Power Facility exists on any of the Wind Project Property and the Subsequent Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Wind Company (an "Extended Operation Easement Term") by paying the Landowner the annual payments set forth on the Lease. Notwithstanding the foregoing, in no event shall any of the Operation Easements continue longer than the longest period permitted by Law (as defined in the Lease).

3.3 To the extent that Landowner holds any access, utility, transmission or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Landowner Easements") that are or could be used for the benefit of the Project, then Landowner shall advise Wind Company of the existence of such easements to the extent of its actual knowledge of the same, and the same are hereby included in this Lease, and Wind Company shall be entitled to make use thereof to, but only to the extent Landowner has the right to grant such rights to Wind Company.

3.4. To the extent that (a) Landowner now or in the future owns or leases any land adjacent to the Property or (b) Wind Company, any Sublessee or any affiliate of any thereof owns, leases or holds an easement over land adjacent to the Property and has installed or constructed or desires to install or construct Wind Power Facilities on said land at and/or near the common boundary between the Property and said land, Landowner hereby waives any and all setbacks and setback requirements, whether imposed by Law (hereinafter defined) or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit heretofore or hereafter issued to Wind Company, such Sublessee or such affiliate. Further, if so requested by Wind Company or any Sublessee or affiliate, Landowner shall promptly execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Wind Company, a Sublessee or the County in connection therewith and return the same thereto within thirty (30) days after such request.

3.5 With respect to each Easement granted hereunder, (a) to the

extent permitted by Law, such Easement shall be appurtenant to the applicable leasehold estate; (b) such Easement shall run with the Property for the benefit of the Wind Project Property and Subsequent Wind Project Property; (c) no act or failure to act on the part of Wind Company or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a release of such holder's rights under the Easement; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof; and (e) no use of or improvement to the Property or any lands benefited by the Easement, and no Transfer, shall, separately or in the aggregate, constitute an overburdening of the Easement. To the extent any of the provisions of this Lease relating to the Easements are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that the Easements shall be as assignable and alienable easements in gross.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. Wind Company shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one period of twenty-five (25) years, plus three additional periods of ten (10) years each (each, an "Extended Term"). The Development Term and Extended Term(s) are sometimes collectively referred to hereafter as the "Term".

5. Other Provisions. The Lease is for the additional purposes, which are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Landowner, use of the Property by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Property, and Wind Company may remove any or all Improvements at any time or from time to time. Wind Company has certain rights to use portions of the Property for a fire break area and timber and vegetation removal as more fully set forth in the Lease.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

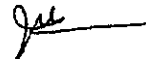
8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation,

any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

10. Phillips Article 8. Phillips Article 8, LLC (together with its successors and assigns) holds a Wind Royalty Interest reserved in the Deed of Partition dated October 1, 2012 and recorded in the Southern Aroostook County Registry of Deeds in Book 5119, Page 340 (the "Wind Royalty Interest") in the land owned in fee by Landowner as described on Exhibit "A". Solely for the purposes of the Lease and the compensation to be paid in accordance with the terms and conditions of the Lease, Phillips Article 8, LLC hereby subordinates all of its Wind Royalty Interest in and to the Property to this Lease, the Easements, Lender's Liens, Subleases and other documents related to a Transfer and releases Wind Company, its Lenders, Sublessees and transferees of Transfers from any obligation to observe or comply with the terms of the Wind Royalty Interest. The Landowner and Phillips Article 8 hereby acknowledges and agrees that (i) Wind Company shall pay one check payable to Landowner for the compensation to be paid under the Lease, (ii) Wind Company shall be entitled to rely on the agreement and release contained herein and the Lease and (iii) Wind Company, its Lenders, Sublessees and transferees of Transfers shall incur no liability to the Landowner or Phillips Article 8, LLC as a result of Wind Company's reliance on acknowledgements and agreement contained herein and in the Lease.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

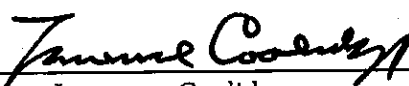
“WIND COMPANY”

Number Nine Wind Farm LLC,  
a Delaware limited liability company

By:   
Name: Steve Irvin  
Title: Executive Vice President, Central Region

“LANDOWNER”


Stephen Phillips Memorial Scholarship Fund, LLC, a  
Massachusetts limited liability company

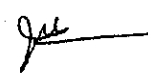
By:   
Name: Lawrence Coolidge  
Title: Manager

FOR PURPOSES OF SECTION 10. ONLY

“PHILLIPS ARTICLE 8 LLC”

Phillips Article 8, LLC,  
a Massachusetts limited liability company

By:   
Name: Lawrence Coolidge  
Title: Manager



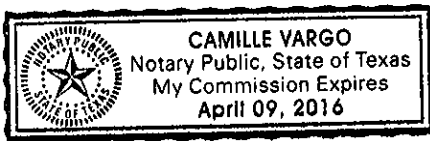
**ACKNOWLEDGEMENT  
FOR THE WIND COMPANY**

STATE OF TEXAS                    )  
  ) ss:  
COUNTY OF HARRIS                )

On this 9<sup>th</sup> day of March, 2015, before me personally appeared Steve Irvin, to me known to me to be the Executive Vice President – Central Region of **Number Nine Wind Farm LLC**, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Camille Vargo*  
\_\_\_\_\_  
Notary Public



*Jak*

ACKNOWLEDGEMENTS  
FOR THE LANDOWNER

STATE OF Massachusetts )  
 ) ss:  
COUNTY OF Suffolk )

On this 9<sup>th</sup> day of March, 2015, before me personally appeared \_\_\_\_\_  
Lawrence Coolidge, to me known to me to be the Manager  
\_\_\_\_\_ of **Stephen Phillips Memorial Scholarship Fund, LLC**, a Massachusetts limited liability  
company, the company that executed the within and foregoing instrument, and acknowledged said  
instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein  
mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said  
company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year  
first above written.

Sarah Short  
Notary Public



SARAH SHORT  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires January 28, 2016

JS



**ACKNOWLEDGEMENT  
FOR PHILLIPS ARTICLE 8 LLC**

STATE OF Massachusetts )  
 ) ss:  
COUNTY OF Suffolk )

On this 9<sup>th</sup> day of March, 2015, before me personally appeared \_\_\_\_\_  
Lawrence Coolidge, to me known to me to be the Manager  
\_\_\_\_\_ of **Phillips Article 8, LLC**, a Massachusetts limited liability company, the company that  
executed the within and foregoing instrument, and acknowledged said instrument to be the free and  
voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated  
that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year  
first above written.

Sarah Short  
Notary Public



SARAH SHORT  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires January 28, 2016

JL

**EXHIBIT "A"****Description of the Landowner Property and the Property****PARCEL 1: Landowner Property**

The Landowner Property consists of approximately 575 acres of land in the unincorporated area of Aroostook County, Maine as more specifically described as follows:

A certain lot or parcel of land with the improvements thereon situate in Township D, Range 2, W.E.L.S., County of Aroostook, State of Maine, being a portion of Lot 62, Lot 63; a portion of Lot 64; a portion of Lot 66; and a portion of Lot 67 said numbered lots referred to are according to a survey and plan of Thomas Sawyer, Jr. made in 1835, recorded in the Southern Aroostook County Registry of Deeds Plan Book 8, page 7, more particularly described as follows:

beginning at an iron rod set in the northerly line of Lot 62 on said 1835 Sawyer plan, which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 1,001,241.83 Survey Feet and an Easting of 1,1106,278.22 U.S. Survey Feet;

thence South 01 degrees, 41 minutes, 40 seconds East a distance of 4,925 feet, more or less, to an iron rod set in 2012;

thence North 89 degrees, 25 minutes West a distance of 2,370 feet, more or less, to an iron rod set in 2012 on the easterly of land now or formerly of Peter J. Markalunas, as said land is described in Book 4157, page 228, in the Southern Aroostook County Registry of Deeds;

thence along said land of Markalunas North 00 degrees, 38 minutes West a distance of 1,320 feet, more or less, to an iron rod set at the base of a wood post marking an angle point in the line of land of said Markalunas;

thence along said land of Markalunas South 89 degrees, 14 minutes West along the line of land of said Markalunas, a distance of 1,355 feet, more or less, to a wood post found at an angle point in the line of land of said Markalunas at the southeast corner of Lot 64;

thence along said land of Markalunas and along the east line of Lot 64 North 02 degrees, 10 minutes West a distance of 320 feet, more or less, to the northeast corner of said Markalunas, said corner marked by an iron rod set;

thence South 89 degrees, 08 minutes West along the north line of land of said Markalunas, a distance of 2,940 feet, more or less, to an iron rod set on the west line of said Township D, Range 2, W.E.L.S. and being the west line of Lot 64;

thence along the west line of Township D, Range 2, W.E.L.S. and the west line of Lot 64 North 02 degrees, 00 minutes West a distance of 3,005 feet, more or less, to a point marking the northwest corner of said Lot 64 and land now or formerly of the Griswold Heirs, et al.;

thence along the north line of Lot 64, Lot 63 and a portion of Lot 62 North 87 degrees, 14 minutes East a distance of 6,640 feet, more or less, to the point of beginning, containing 575 acres, more or less.

**PARCEL 2: Property**

The Property is a portion of the Landowner Property which will consist of a Lease Area as shown on Exhibit "A-1" which will accommodate the turbine sites and laydown area, together with Easements Areas within the Lease Area for the Access Easement, the Crane Travel Path Easement, the Distribution Easement, the Construction Easement, and a Collection Easement as shown on Exhibit "A-1". A more precise legal description will be provided prior to the commencement of construction.

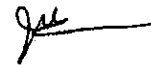
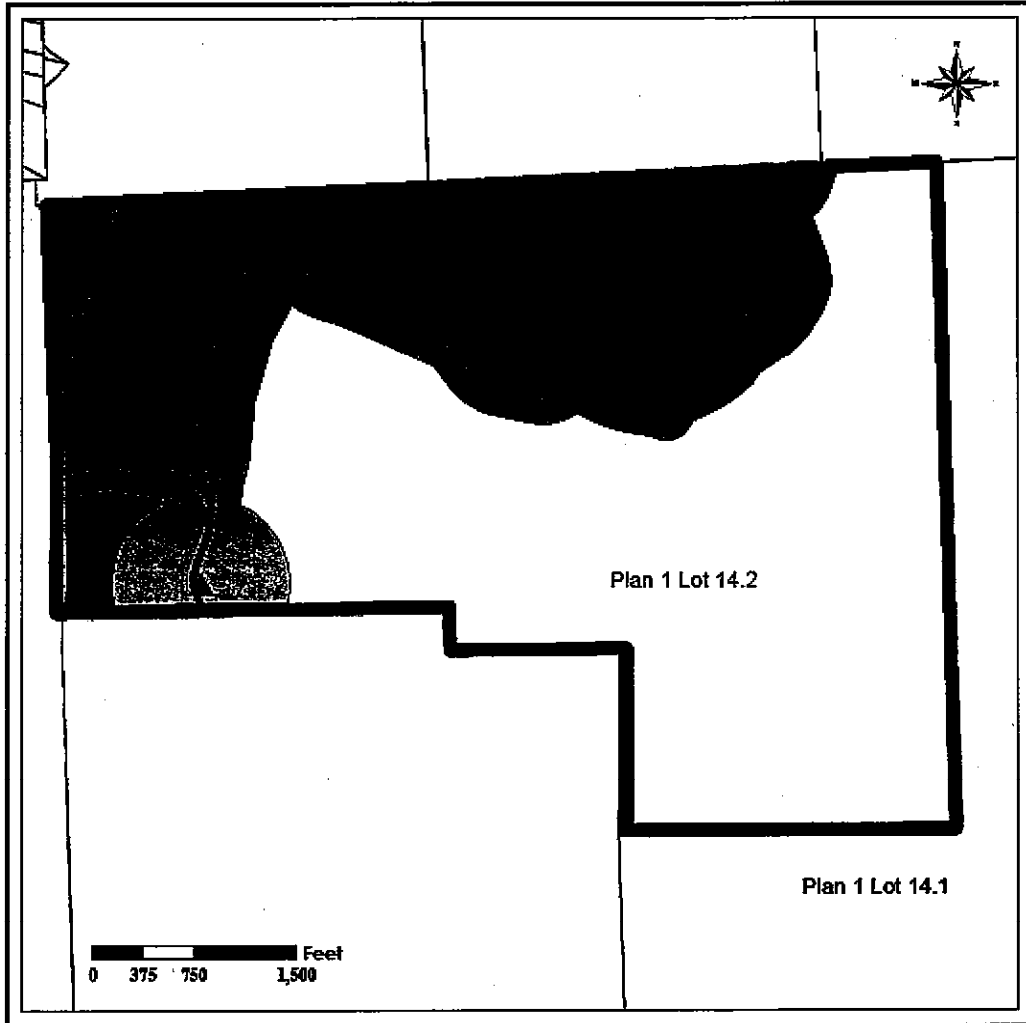


Exhibit A-1

Map Generally Depicting the Landowner Property, the Property, and the Preliminary Site Plan



<p><b>Legend</b></p> <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: black; margin-right: 5px;"></span> Landowner property</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; margin-right: 5px;"></span> Turbines</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px dashed black; margin-right: 5px;"></span> Collection</li> <li><span style="display: inline-block; width: 15px; border-bottom: 2px solid black; margin-right: 5px;"></span> Access Road</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: gray; margin-right: 5px;"></span> Easement Areas</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: black; margin-right: 5px;"></span> Lease Area (includes Easement Areas) - 246 acres</li> <li><span style="display: inline-block; width: 15px; border: 1px solid black; margin-right: 5px;"></span> Property Boundaries</li> </ul>	<p>Projection: NAD 1983 UTM Zone 19</p>	<p>T10 R3 WELS</p>	<p>E Twp</p>	
			<p>T9 R3 WELS</p>	<p>T9 R2 WELS</p>
			<p>T8 R3 WELS</p>	<p>TC R2 WELS</p>

Received  
 ARDSTOCK SS  
 Number Nine Phillips Memo of Lease 3-06-15 FINAL - 13 -  
 TYLER CLARK, REGISTRAR

*JCL*

**AFTER RECORDED MAIL TO:**

Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

THIS DOCUMENT WAS PREPARED BY: GENERAL COUNSEL, 808 TRAVIS STREET, HOUSTON, TEXAS 77002 (713) 265-0350

**MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS**

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of August 13, 2010 (the "Effective Date"), between Peter J. Markalunas (together with his successors and assigns, collectively and individually, as the case may be "Landowner") and Number Nine Wind Farm LLC, a Delaware limited liability company (together with its successors and assigns, "Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

**RECITALS**

WHEREAS, Landowner and Wind Company entered into that certain Wind Energy Lease and Agreement with Grant of Easements dated August 13, 2010 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Wind Company desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators and other related equipment and facilities, including, without limitation, power lines and roadways for the production, collection and transmission of electrical energy, all of the foregoing to be located in, on, over, across and under the Property (as defined below) and in, on, over, across and under other real property in the vicinity of the Property in which Wind Company has acquired certain rights or in which Wind Company contemplates acquiring certain rights (together with the Property, the "Wind Project Property").

WHEREAS, Wind Company may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on, over and under certain real property in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

WHEREAS, Landowner and Aroostook Wind Energy LLC, an affiliate of Wind Company previously entered into that certain Option to Lease Agreement dated July 30, 2008, a Memorandum of which was recorded on September 23, 2008 in Book 4628, Page 304, in the Office of the County Clerk of Aroostook County, Maine (the "Option Agreement"). Wind Company has exercised the option to lease under the Option Agreement and Landowner and Company desire to enter in to the Lease.

*PM*

WHEREAS, Wind Company and Landowner have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Wind Company rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner, the Property, including all air space thereof, for the following purposes (collectively, "Operations"), for the benefit of one or more Projects (as defined in the Lease) upon all of the terms and conditions hereinafter set forth herein:

2.1 Determining the feasibility of wind energy conversion on the Property or on other Wind Project Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2 Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3 Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (i) wind machines, wind turbine generators, wind energy conversion systems and wind power generating facilities (including associated towers, foundations and other structures and equipment), and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (individually a "Generating Unit" and, collectively, "Generating Units"); (ii) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, splice and junction boxes, switch panels, conduits, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (iii) overhead and underground control, communications and radio relay systems and telecommunications equipment, including microwave towers, dishes, and control, fiber, wires, cables, conduit and poles; (iv) meteorological towers, guy wires, braces and wind measurement equipment; (v) roads and erosion control facilities; (vi) signs; (vii) fences and other safety and protection facilities; and (viii) other improvements, facilities, appliances, machinery and equipment associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4 Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Wind Company or Wind Company's contractors may construct from time to time (collectively, "Access Rights");

2.5 Conducting site tours to demonstrate the environmental and other benefits of electrical generation from wind power; and

2.6 Undertaking any other activities that Wind Company or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking, tests and studies, including but not limited to environmental, biological, cultural, geotechnical drilling and studies and other uses permitted under this Lease as set forth elsewhere herein. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Wind Company or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Wind Company, a Sublessee or one or more third parties authorized by Wind Company or a Sublessee.

### 3. Easements.

3.1 In addition, Landowner hereby grants to Wind Company the following easements for the benefit of one or more Projects and the Wind Project Property (collectively, the "Easements" and individually an "Easement"):

3.1.1 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;

3.1.2 If and as agreed in the Site Plan, an exclusive easement to permit the rotors of Generating Units located on adjacent properties in the Project to overhang the Property and to encroach into any county, state or other governmental setback;

3.1.3 A non-exclusive easement for the Access Rights ("Access Easement");

3.1.4 A non-exclusive easement for audio, visual, view, reflective light, shadow flicker, noise, shadow and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property and any other property owned by Landowner adjacent to or in the vicinity of the Property, provided however that Wind Company shall use commercially reasonable efforts to mitigate the effects of any television or radio frequency interference;

3.1.5 An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"), together with the right to temporary earthmoving as necessary to build suitable access routes for the Crane Travel Path Easement; and

3.1.6 If and as agreed in the site plan, a seventy-five (75) foot wide non-exclusive easement (the "Distribution Easement") and right to install, maintain, repair and operate on the Property underground at least thirty-six (36) inches below the surface (or above ground if agreed to in the Site Plan reasonably necessary or required), distribution and collection lines which carry electricity to and from the Wind Project Property, communication lines which carry communications to and from the Wind Project Property, and other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing. To the extent that access roads and collection lines run parallel to each other from one Generating Unit to

*pan*

another, said road and lines will be located adjacent to each other to minimize the clearing of timber and the removal of topsoil;

3.1.7 A non-exclusive "Construction Easement" for purposes of constructing, maintaining, repairing, replacing, and removing all or any part or element of the Wind Power Facilities whether located on or off the Property. The portion of the Property subject to the burden of this easement is referred to as the "Construction Easement Property" and is identified and located as shown on Exhibit "B" to the Lease. The exact size and configuration of the Construction Easement will vary with location and function as reasonably determined by engineering and construction personnel, but is generally expected to comprise an area of approximately five (5) acres at each turbine site, one and one-half (1 1/2) acres at each meteorological tower site, an area of approximately two hundred (200) feet of additional width on each side of all of the access roads measured from the center line of such access roads, an area approximately fifty (50) feet in width (i) on either side of all buried cable and (ii) on either side of all of the aboveground lines and an area of approximately two hundred fifty (250) feet of additional width on each side of the Crane Path Travel Easement. Wind Company may exercise its right to use all or any part of the Construction Easement Property as and when Wind Company deems it necessary or advisable to do so to perform the activities for which this Construction Easement is granted. Wind Company shall have the right to use the Property during the life of the Wind Power Facilities for major repairs requiring a crane and laydown areas and will first notify Landowner of its plans (except in case of emergency) prior to such use. This Construction Easement also shall permit vehicular and pedestrian access in connection with installation or removal of the nacelle or rotor on any Generating Unit to go onto the Property up to 650 feet in any direction from the base of the Generating Unit to hold tag lines securing the nacelle and rotor while they are being lifted into place. When using the Construction Easement, Wind Company will implement suitable wind erosion control on disturbed ground caused by construction or Wind Company's other activities. After each use of the Construction Easement, Wind Company to the extent reasonably possible shall restore the Construction Easement Property to the condition it was in before Wind Company's use.

3.2 Notwithstanding anything contained herein to the contrary, Easements (each an "Operation Easement") shall be co-terminus with the Term of the Lease ("Operation Easement Term"). Upon the expiration or earlier termination of this Lease, Wind Company shall have the option to extend ("Operation Easement Extension Option") the Operation Easement Term for so long as a Project or any Wind Power Facility exists on any of the Wind Project Property and the Subsequent Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Wind Company (an "Extended Operation Easement Term") and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any of the Operation Easements continue longer than the longest period permitted by Law (as defined in the Lease).

3.3 To the extent that Landowner holds any access, utility, transmission or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Landowner Easements") that are or could be used for the benefit of the Project, then Landowner shall advise Wind Company of the existence of such easements to the extent of its actual knowledge of the same, and the same are hereby included in this Lease, and Wind Company shall be entitled to make use thereof to, but only to the extent Landowner has the right to grant such rights to Wind Company.

*pm*



3.4. To the extent that (a) Landowner now or in the future owns or leases any land adjacent to the Property or (b) Wind Company, any Sublessee or any affiliate of any thereof owns, leases or holds an easement over land adjacent to the Property and has installed or constructed or desires to install or construct Wind Power Facilities on said land at and/or near the common boundary between the Property and said land, Landowner hereby waives any and all setbacks and setback requirements, whether imposed by Law (hereinafter defined) or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit heretofore or hereafter issued to Wind Company, such Sublessee or such affiliate. Further, if so requested by Wind Company or any Sublessee or affiliate, Landowner shall promptly execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Wind Company, a Sublessee or the County in connection therewith and return the same thereto within thirty (30) days after such request.

3.5 With respect to each Easement granted hereunder, (a) to the extent permitted by Law, such Easement shall be appurtenant to the applicable leasehold estate; (b) such Easement shall run with the Property for the benefit of the Wind Project Property and Subsequent Wind Project Property; (c) no act or failure to act on the part of Wind Company or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a release of such holder's rights under the Easement; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof; and (e) no use of or improvement to the Property or any lands benefited by the Easement, and no Transfer, shall, separately or in the aggregate, constitute an overburdening of the Easement. To the extent any of the provisions of this Lease relating to the Easements are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that the Easements shall be as assignable and alienable easements in gross.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. Wind Company shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one period of twenty-five (25) years, plus three additional periods of ten (10) years each (each, an "Extended Term"). The Development Term and Extended Term(s) are sometimes collectively referred to hereafter as the "Term".

5. Other Provisions. The Lease is for the additional purposes, which are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Landowner, use of the Property by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any Improvements installed by Wind Company on the Property, and Wind Company may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum

shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Maine, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

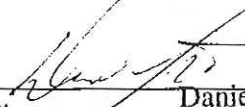
9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

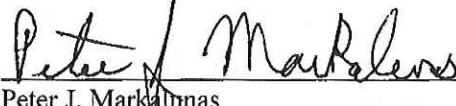
*PM*

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

WIND COMPANY: Number Nine Wind Farm LLC, a Delaware limited liability company

By:   
Name: Daniel Fitzgerald  
Title: Project Manager

LANDOWNER

  
Peter J. Markalunas



ACKNOWLEDGEMENT  
FOR THE WIND COMPANY

STATE OF New York )  
 ) ss:  
COUNTY OF Albany )

On this 13<sup>th</sup> day of August, 2010, before me personally appeared Daniel Fitzgerald, to me known to me to be the authorized representative of Number Nine Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Wendy S. Kingland  
Notary Public

WENDY S. KINGSLAND  
Notary Public, State of New York  
No. 4974617  
Qualified in Schenectady County  
Commission Expires Nov. 13, 2010

*[Handwritten initials]*



**EXHIBIT "A"**Legal Description of the Property

THE PROPERTY CONSISTS OF APPROXIMATELY 500 ACRES OF LAND IN THE UNINCORPORATED AREA OF AROOSTOOK COUNTY, MAINE AS MORE SPECIFICALLY DESCRIBED BELOW:

Certain pieces or parcels of land situated in Township "D", Range 2 W.E.L.S. in Aroostook County in the State of Maine, described as follows:

PARCEL 1: Twenty (20) acres off the south side of Lot numbered sixty-four (64) run off by a line parallel with the south line of said Lot numbered sixty-four (64) and sufficiently far north from the south line of said lot to include twenty (20) acres.

PARCEL 2: Lot numbered sixty-five (65) containing two hundred six (206) acres.

PARCEL 3: One hundred (100) acres off the west side of Lot numbered sixty-six (66) run off by a line parallel with the west line of Lot numbered sixty-six (66) and sufficiently far east from the west line of said lot to include one hundred (100) acres.

PARCEL 4: One hundred sixteen (116) acres off the north side of lot numbered eight-eight (88) run off by a line parallel with the north line of said lot numbered eighty-eight and sufficiently far south from the north line of said lot to include one hundred sixteen (116) acres.

PARCEL 5: A rectangular piece or parcel of land containing fifty-eight (58) acres, more or less, in the northwest corner of lot numbered eighty-seven (87) bounded as follows, to wit:

On the north and west by the lot lines of said lot numbered eighty-seven (87); on the east by the extension south of the east line of Parcel 3, described above; and on the south by the extension east of the south line of Parcel 4 described above.

Said lots being according to the survey and plan of Thomas Sawyer, Jr. made in 1835 and recorded in the said Registry in Plan Book Number 8, Page 7, said lots being the same premises described in deed to Richards Realty Company by deed of Harry M. Shaw and Kathleen R. Richards, Executors under the will of Halson W. Richards, dated November 5, 1941 and recorded in the said Registry in Volume 507, Page 511, in which deed a three-eighths (3/8) interest was conveyed. And the same premises described in deed of Merrill Trust Company and John M. Norris to Halson W. Richards and Harry M. Shaw dated May 22, 1933 and recorded in said Registry in Volume 407, Page 282, in which deed a one-eighths (1/8) interest was conveyed to Harry M. Shaw. And the same premises described in deed of the Brown Lumber Company to James M. McNulty, Calvin P. Thomas and John E. Littlefield, dated September 9, 1916 and recorded in said Registry in Volume 291, Page 238 in which deed a one-quarter (1/4) interest was conveyed to John E. Littlefield. And being the same premises described in deed of John E. Littlefield to Fred E. Littlefield dated

December 29, 1942 and recorded in said Registry in Volume 156, Page 484 in which a one-quarter (1/4) interest was conveyed.

Being the same premises conveyed to John O. Jackson by Quitclaim Deed of R.A. Crawford & Son Land and Timber, Inc. dated October 6, 2004 and recorded in the Southern Aroostook Registry of Deeds in Vol. 4042, Page 227.

*Reference is made to a Quitclaim Deed from John O. Jackson to Peter J. Markalunas dated July 21, 2005 and recorded in the Southern Aroostook Registry of Deeds on July 25, 2005 in Book 4157, Page 228.*

**Map AR003 Plan 01 Lot 13**

Received  
AROOSTOOK SS  
PATRICIA F BROWN, REGISTER

*PM*

NUMBER NINE WIND FARM LLC

808 Travis, Suite 700  
Houston, Texas 77002  
Phone Number (713) 265-0350  
Facsimile (713) 265-0365

February 24, 2015

**VIA HAND DELIVERY**

Town of Bridgewater Maine  
P.O. Box 215  
Bridgewater, ME 04735  
Attn: Jill Rusby, Town Manager  
Re: License for Road Improvements

Dear Ms. Rusby:

As you and Jon Dove discussed, the purpose of this letter is to memorialize the agreement between Number Nine Wind Farm LLC, a Delaware limited liability company ("**Wind Company**"), and the Town of Bridgewater ("**Owner**") regarding building a construction road entrance with a turn radius on the south east corner of your property in Aroostook County, Maine as more particularly shown on Exhibit A attached hereto and made a part hereof (the "**Property**"), along the edge of Bootfoot Road and Route 1, which is described in the drawing attached hereto marked Exhibit B (the "**Road Improvements**").

As such, by signing this letter below, Owner and Wind Company agree as follows:

1. Owner hereby releases without covenant to Wind Company, its successors and assigns, an irrevocable license for so long as the Number Nine Wind Farm (consisting of phases) is producing and selling electricity from the operation of any of the wind turbines located in the Number Nine Wind Farm unless terminated by Wind Company as provided in paragraph 8 herein, to install, operate, maintain, repair, replace and remove the Road Improvements, in, on and under the Property (the "**License**"). The License includes the right of access and of ingress to and egress from (i) the Road Improvements limited to the area marked "**Temporary Construction Easement**" on the Exhibit B drawing ("**Road Improvement Access Area**"). Wind Company shall have no right to use any portion of the Property for access and ingress and egress located outside of the Road Improvement Access Area. Upon the completion of construction of all phases of the Number Nine Wind Farm, Wind Company agrees to restore the area of the Property used for the Road Improvements to the reasonable satisfaction of Owner, as near as is reasonably practicable to its original condition prior to the date of the License. Wind Company and Owner acknowledge that the Road Improvements will be utilized for the construction of all phases of the Number Nine Wind Farm. Notwithstanding the foregoing, Owner agrees that Wind Company may elect by written notification to Owner, following restoration of the area of the Property used for the Road Improvements, to reinstall the Road Improvements



2.

3.

4. Wind Company will obtain, and keep in effect during the term of the License, Commercial General Liability policy and automobile coverage that (which may be combined with a liability umbrella policy) provides protection against loss or liability to third parties or property of third parties caused by Wind Company's use of, and activities on the Property.

Wind Company will provide Owner with a certificate of insurance evidencing such policy.

5. Owner will not have any ownership or other interest in any of the Road Improvements installed by Wind Company on the Property (including any statutory lien, which is hereby waived), and Wind Company may remove any or all Road Improvements at any time and in such event shall restore, as reasonably promptly thereafter, the area of the Property used for the Road Improvements to the reasonable satisfaction of Owner, as near as is reasonably practicable to its original condition prior to the date of improvement of the Road Improvements.

6. Owner represents that the Property is public land owned on behalf of the public by Owner and each person or entity signing this letter on behalf of Owner is authorized to do so.

7. Owner will cooperate with Wind Company in the exercise of the rights given to Wind Company in this letter and in otherwise giving effect to the purpose and intent of this letter, including, without limitation, in Wind Company's efforts to obtain from any governmental authority or other person or entity any permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Wind Company's activities; and Owner shall promptly upon request, sign any application, document or instrument that is reasonably requested by Wind Company in connection therewith.

8. Wind Company may freely transfer, assign, or collaterally assign all or any portion of Wind Company's right, title or interest under this letter, in the License, and/or in any Road Improvements, without Owner's consent, including but not limited to, a transfer by Wind Company of its right, title or interest under this letter and/or the License. Wind Company may terminate this License at any time. This letter is to be construed equally as between and against Owner and Wind Company, and not against the party responsible for its drafting. This letter will be governed by and construed in accordance with the laws of the State of Maine. In the event that this letter is not signed by one or more of the persons or entities comprising the Owner

herein, or by one or more persons or entities holding an interest in the Property, then this letter will nonetheless be effective, and will bind all those persons and entities who have signed this letter. This letter contains the entire agreement between the parties in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations between the parties, whether oral or written, are merged herein and superseded hereby. This letter may be executed in counterparts.

9. If Owner violates the terms or conditions of this letter, Wind Company shall be entitled to any remedy available under applicable law or equity.

10. Any notice to be given hereunder or which a party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Owner: Town of Bridgewater  
P.O. Box 215 Bridgewater, ME 04735

If to Wind Company: Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

or to such other address as a party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

Please indicate your agreement with the above by signing a copy of this letter in the space provided below, and returning that signed copy to the above address.

Very truly yours,

Number Nine Wind Farm LLC,  
a Delaware limited liability company

By: 

Name: Steve Irvin

Its: Executive Vice President, Central Region

Owner makes the foregoing grant of the License and agrees to the terms and conditions set forth above in this letter.

Page 4

Date: Feb 24, 2015

Town of Bridgewater Maine

By: Jill I. Rusby  
Jill Rusby, Town Manager

## EXHIBIT A

### Legal Description of the Property

1. All and the same premises as conveyed in deed from Sadie A. Ketchum to H.F. Simonson dated July 30, 1912 and recorded in Vol. 252, Page 268 of the Aroostook Registry of Deeds.
2. All and the same premises as conveyed in deed from Sadie A. Ketchum to H.F. Simonson dated April 8, 1912 and recorded in Vol. 260, Page 308 of said Registry.

Excepting and reserving, however, from the above described premises that parcel conveyed by H. F. Simonson to Roy K. Brewer by deed dated April 11, 1918 and recorded in Vol. 296, Page 274 of said Registry.

**EXHIBIT B**

Map of the Road Improvements

SEE ATTACHED



**NUMBER NINE WIND FARM LLC**

808 Travis, Suite 700  
Houston, Texas 77002  
Phone Number (713) 265-0350  
Facsimile (713) 265-0365

February 25, 2015

**VIA HAND DELIVERY**

Ryan A. Bradstreet  
Wendy L. Bradstreet  
652 Main Rd.  
Bridgewater, Maine 04735

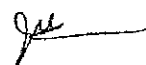
Re: License for Road Improvements

Dear Mr. & Mrs. Bradstreet:

As you and Jon Dove discussed, the purpose of this letter is to memorialize the agreement between Number Nine Wind Farm LLC, a Delaware limited liability company ("**Wind Company**"), and Ryan A. Bradstreet and Wendy L. Bradstreet ("**Owner**") regarding building a construction road entrance of your property in Aroostook County, Maine as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**"), along the edge of Route 1, which is described in the drawing attached hereto marked Exhibit B (the "**Road Improvements**").

As such, by signing this letter below, Owner and Wind Company agree as follows:

1. Owner hereby grants and conveys to Wind Company, its successors and assigns, an irrevocable license for so long as the Number Nine Wind Farm (consisting of phases) is producing and selling electricity from the operation of any of the wind turbines located in the Number Nine Wind Farm, to install, operate, maintain, repair, replace and remove the Road Improvements, in, on and under the Property (the "**License**"). The License includes the right of access and of ingress to and egress from (i) the Road Improvements limited to the area marked "**Temporary Construction Easement**" on the Exhibit B drawing ("**Road Improvement Access Area**"). Wind Company shall have no right to use any portion of the Property for access and ingress and egress located outside of the Road Improvement Access Area. Upon the completion of construction of all phases of the Number Nine Wind Farm, Wind Company agrees to restore the area of the Property used for the Road Improvements to the reasonable satisfaction of Owner, as near as is reasonably practicable to its original condition prior to the date of the License. Wind Company and Owner acknowledge that the Road Improvements will be utilized for the construction of all phases of the Number Nine Wind Farm. Notwithstanding the foregoing, Owner agrees that Wind Company may elect by written notification to Owner, following restoration of the area of the Property used for the Road Improvements,



Ryan Bradstreet  
Wendy Bradstreet  
February 25, 2015  
Page 2

2.

3.

4. Wind Company will obtain, and keep in effect during the term of the License, Commercial General Liability coverage that (when combined with a liability umbrella policy) provides protection against loss or liability to third parties or property of third parties caused by Wind Company's use of, and activities on the Property

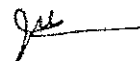
to time, Wind Company will provide Owner with a copy of, or a certificate of insurance evidencing, such policy.

5. Owner will not have any ownership or other interest in any of the Road Improvements installed by Wind Company on the Property (including any statutory lien, which is hereby waived), and Wind Company may remove any or all Road Improvements at any time and in such event shall restore, as reasonably promptly thereafter, the area of the Property used for the Road Improvements to the reasonable satisfaction of Owner, as near as is reasonably practicable to its original condition prior to the date of improvement of the Road Improvements.

6. Owner represents and warrants to Wind Company that (a) Owner is the sole fee simple owner of the Property, (b) each person or entity signing this letter on behalf of Owner is authorized to do so, (c) Owner has the unrestricted legal power, right and authority to enter into this letter and to grant the License to Wind Company, and the License is and will be in full force and effect, without the necessity of any consent of or joinder herein by any other person or entity, and (d) there are no liens, encumbrances, covenants, conditions, reservations, restrictions, leases or other matters relating to the Property or any portion thereof that could interfere with or prevent Wind Company's use of the Property or any portion thereof for the purposes contemplated by this letter.

7. Owner will cooperate with Wind Company in the exercise of the rights given to Wind Company in this letter and in otherwise giving effect to the purpose and intent of this letter, including, without limitation, in Wind Company's efforts to obtain from any governmental authority or other person or entity any permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Wind Company's activities; and Owner shall promptly upon request, sign any application, document or instrument that is reasonably requested by Wind Company in connection therewith.

8. Wind Company may freely transfer, assign, or collaterally assign all or any portion of Wind Company's right, title or interest under this letter, in the License, and/or in any Road Improvements, without Owner's consent, including but not limited to, a transfer by Wind Company of its right, title or interest under this letter and/or the License. Wind Company may terminate this License at any time. This letter is to be construed equally as between and against





Ryan Bradstreet  
Wendy Bradstreet  
February 25 2015  
Page 3

Owner and Wind Company, and not against the party responsible for its drafting. This letter will be governed by and construed in accordance with the laws of the State of Maine. In the event that this letter is not signed by one or more of the persons or entities comprising the Owner herein, or by one or more persons or entities holding an interest in the Property, then this letter will nonetheless be effective, and will bind all those persons and entities who have signed this letter. This letter contains the entire agreement between the parties in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations between the parties, whether oral or written, are merged herein and superseded hereby. This letter may be executed in counterparts.

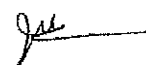
9. If Owner violates the terms or conditions of this letter, Wind Company shall be entitled to any remedy available under applicable law or equity.

10. Any notice to be given hereunder or which a party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Owner: Ryan A. Bradstreet  
Wendy L. Bradstreet  
652 Main Rd.  
Bridgewater, Maine 04735

If to Wind Company: Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

or to such other address as a party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

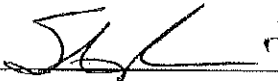


Ryan Bradstreet  
Wendy Bradstreet  
February 25, 2015  
Page 4

Please indicate your agreement with the above by signing a copy of this letter in the space provided below, and returning that signed copy to the above address.

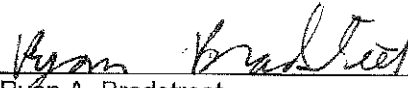
Very truly yours,


Number Nine Wind Farm LLC, a Delaware  
limited liability company

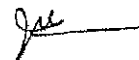
By:   
Name: Steve Irvin  
Its: Executive Vice President, Central Region

Owner makes the foregoing grant of the License and agrees to the terms and conditions set forth above in this letter.

Date: February 25, 2015

  
Ryan A. Bradstreet

  
Wendy L. Bradstreet



**EXHIBIT A**

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE TOWN OF BRIDGEWATER,  
COUNTY OF AROOSTOOK, STATE OF MAINE:

A parcel of land located in the Town of Bridgewater, more particularly described  
in the following document, which is hereby incorporated by reference:

*Warranty Deed* from Mark C. Simonson and Catharine E. Simonson, husband  
and wife, to Ryan A. Bradstreet and Wendy L. Bradstreet, husband and wife, as  
joint tenants, dated June 4, 1999 and recorded on June 4, 1999 in the Southern  
Aroostook Registry of Deeds in Book 3279, Page 167.

**Tax Map 8, Lot 24, in Bridgewater, Aroostook County, Maine**

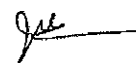
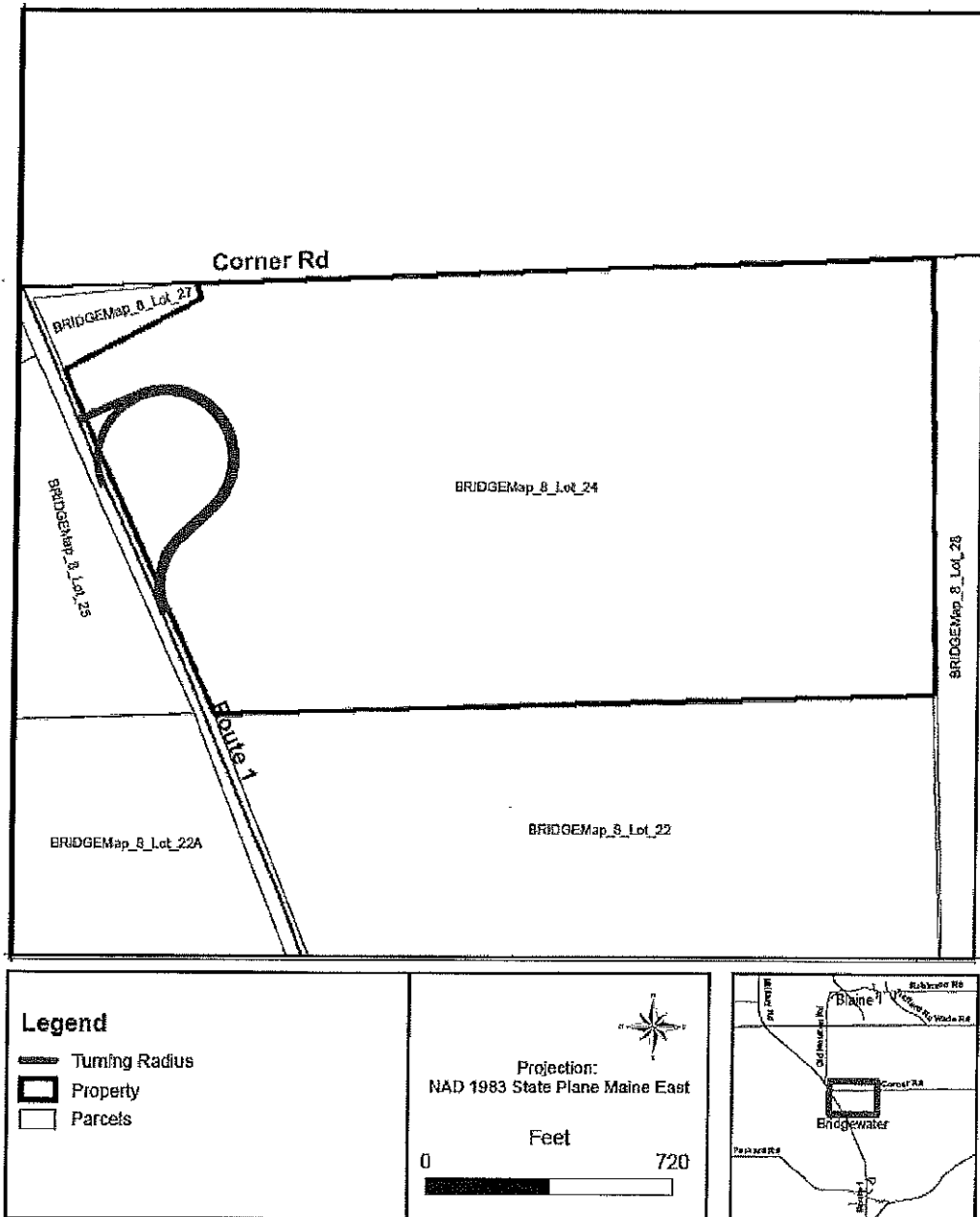
A handwritten signature in black ink, appearing to be 'JSL', with a horizontal line extending to the right.

EXHIBIT B

Map of the Road Improvements



NUMBER NINE WIND FARM LLC

808 Travis, Suite 700  
Houston, Texas 77002  
Phone Number (713) 265-0350  
Facsimile (713) 265-0365

March 16, 2015

**VIA HAND DELIVERY**

Joanne B. Hutchison  
PO Box 104  
New Gloucester, Maine 04620

Re: License for Road Improvements

Dear Ms. Hutchison:

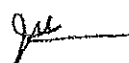
As you and Jon Dove discussed, the purpose of this letter is to memorialize the agreement between Number Nine Wind Farm LLC, a Delaware limited liability company ("**Wind Company**"), and Joanne B. Hutchison ("**Owner**") regarding building a road entrance of your property in Aroostook County, Maine as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**"), along the edge of Route 1, which is described in the drawing attached hereto marked Exhibit B (the "**Road Improvements**").

As such, by signing this letter below, Owner and Wind Company agree as follows:

1. Owner hereby grants and conveys to Wind Company, its successors and assigns, an irrevocable license for so long as the Number Nine Wind Farm (consisting of phases) is producing and selling electricity from the operation of any of the wind turbines located in the Number Nine Wind Farm, to install, operate, maintain, repair, replace and remove the Road Improvements, in, on and under the Property (the "**License**"). The License includes the right of access and of ingress to and egress from (i) the Road Improvements limited to the area marked "**Construction Easement**" on the Exhibit B drawing ("**Road Improvement Access Area**"). Wind Company shall have no right to use any portion of the Property for access and ingress and egress located outside of the Road Improvement Access Area. Upon the decommissioning of the Number Nine Wind Farm, Wind Company agrees to restore the area of the Property used for the Road Improvements to the reasonable satisfaction of Owner, as near as is reasonably practicable to its original condition prior to the date of the License.

2.

3.



Joanne B. Hutchison  
March 16, 2015  
Page 2

4. Wind Company will obtain, and keep in effect during the term of the License, Commercial General Liability coverage that (when combined with a liability umbrella policy) provides protection against loss or liability to third parties or property of third parties caused by Wind Company's use of, and activities on the Property.

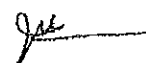
to time, Wind Company will provide Owner with a copy of, or a certificate of insurance evidencing, such policy.

5. Owner will not have any ownership or other interest in any of the Road Improvements installed by Wind Company on the Property (including any statutory lien, which is hereby waived), and Wind Company may remove any or all Road Improvements at any time and in such event shall restore, as reasonably promptly thereafter, the area of the Property used for the Road Improvements to the reasonable satisfaction of Owner, as near as is reasonably practicable to its original condition prior to the date of improvement of the Road Improvements.

6. Owner represents and warrants to Wind Company that (a) Owner is the sole fee simple owner of the Property, (b) each person or entity signing this letter on behalf of Owner is authorized to do so, (c) Owner has the unrestricted legal power, right and authority to enter into this letter and to grant the License to Wind Company, and the License is and will be in full force and effect, without the necessity of any consent of or joinder herein by any other person or entity, and (d) there are no liens, encumbrances, covenants, conditions, reservations, restrictions, leases or other matters relating to the Property or any portion thereof that could interfere with or prevent Wind Company's use of the Property or any portion thereof for the purposes contemplated by this letter.

7. Owner will cooperate with Wind Company in the exercise of the rights given to Wind Company in this letter and in otherwise giving effect to the purpose and intent of this letter, including, without limitation, in Wind Company's efforts to obtain from any governmental authority or other person or entity any permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Wind Company's activities; and Owner shall promptly upon request, sign any application, document or instrument that is reasonably requested by Wind Company in connection therewith.

8. Wind Company may freely transfer, assign, or collaterally assign all or any portion of Wind Company's right, title or interest under this letter, in the License, and/or in any Road Improvements, without Owner's consent, including but not limited to, a transfer by Wind Company of its right, title or interest under this letter and/or the License. Wind Company may terminate this License at any time. This letter is to be construed equally as between and against Owner and Wind Company, and not against the party responsible for its drafting. This letter will be governed by and construed in accordance with the laws of the State of Maine. In the event that this letter is not signed by one or more of the persons or entities comprising the Owner herein, or by one or more persons or entities holding an interest in the Property, then this letter will nonetheless be effective, and will bind all those persons and entities who have signed this letter and their respective successor and assigns. This letter contains the entire agreement between the parties in connection with any matter mentioned or contemplated herein, and all



Joanne B. Hutchison  
March 16, 2015  
Page 3

prior or contemporaneous proposals, agreements, understandings and representations between the parties, whether oral or written, are merged herein and superseded hereby. This letter may be executed in counterparts.

9. If Owner violates the terms or conditions of this letter, Wind Company shall be entitled to any remedy available under applicable law or equity.

10. Any notice to be given hereunder or which a party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Owner: Joanne B. Hutchison  
P.O. Box 104  
New Gloucester, Maine 04620

If to Wind Company: Number Nine Wind Farm LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

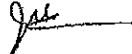
or to such other address as a party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

Please indicate your agreement with the above by signing a copy of this letter in the space provided below, and returning that signed copy to the above address.

Very truly yours,

Number Nine Wind Farm LLC, a Delaware  
limited liability company

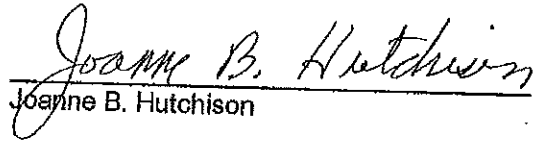
By:   
Name: Ryan J. Brown  
Its: Executive Vice President

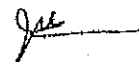


Joanne B. Hutchison  
March 16, 2015  
Page 4

Owner makes the foregoing grant of the License and agrees to the terms and conditions set forth above in this letter.

Date: 3-16, 2015

  
Joanne B. Hutchison





**EXHIBIT A**

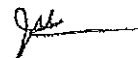
Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE TOWN OF BRIDGEWATER,  
COUNTY OF AROOSTOOK, STATE OF MAINE:

A parcel of land located in the Town of Bridgewater, more particularly described  
in the following document, which is hereby incorporated by reference:

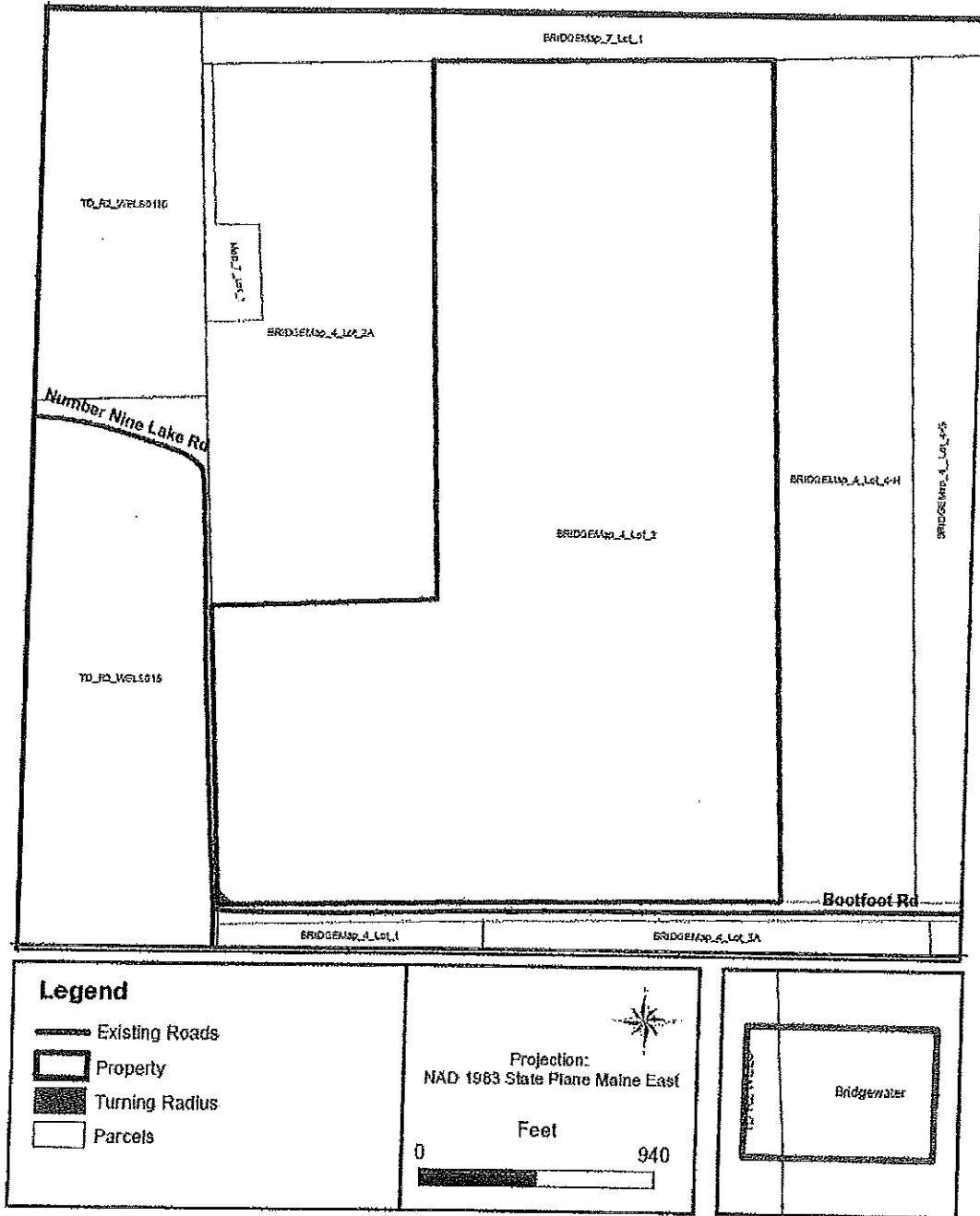
*Warranty Deed* from Andrea Corriveau to Joanne B. Hutchison dated January  
10, 2006 and recorded on February 6, 2006 in the Southern Aroostook Registry  
of Deeds in Book 4241, Page 164.

**Tax Map 4, Lot 2, in Bridgewater, Aroostook County, Maine**

A handwritten signature in black ink, appearing to be the initials 'J.B.' followed by a horizontal line.

# EXHIBIT B

## Map of the Road Improvements



Master Turning Radius road improvement consent 082109