

WIND ENERGY EASEMENT AGREEMENT

BETWEEN

WEYERHAEUSER COMPANY

AND

WESTERN MAINE RENEWABLES

Easement No. _____
Project Name _____

Effective Date: March 17, 2021

TABLE OF CONTENTS

1.0	EASEMENTS
1.1	Easement Area
1.2	Additional Easements
2.0	USE OF EASEMENT AREA
2.1	Generally
2.2	Study Improvements
2.3	Other Environmental Studies
2.4	Exclusive Rights to Wind Capture and Conversion
2.4.1	Wind Turbine Improvements
2.4.2	Use of Easement Area during Construction
2.4.3	Maximum Project Footprint
2.5	Transmission Facilities
2.6	Ownership of Improvements
2.7	Design and Location of Improvements
2.8	Rights of Grantor
2.9	Easement Area Adjustment
3.0	ADDITIONAL EASEMENTS
3.1	Transmission Easement
3.1.1	Grant Of Easement
3.1.2	Widening of Easement Area
3.1.3	Alternate Location
3.1.4	Final Easement Location
3.2	Setback Easement
3.2.1	Management Plan
3.2.2	Areas to be Managed by Grantee
3.2.3	Areas to be Managed by Grantor
3.2.4	Grantor may turn over Management to Grantee
3.2.5	Management Plan Review and Adaptation
3.2.6	Management Plan Adjustments
3.2.7	Increase in Setback Easement Area
3.3	Road Easement
3.4	Additional Road Use Rights
4.0	AGREEMENT TERM AND TERMINATION
4.1	Termination by Grantor
4.1.1	Failure to Meet Development Milestones
4.1.2	Default
4.2	Termination by Grantee
4.2.1	For Convenience of Grantee
4.2.2	Default
4.3	Agreement Extension
4.4	Post-Termination Rights and Obligations
5.0	FEES AND PAYMENTS

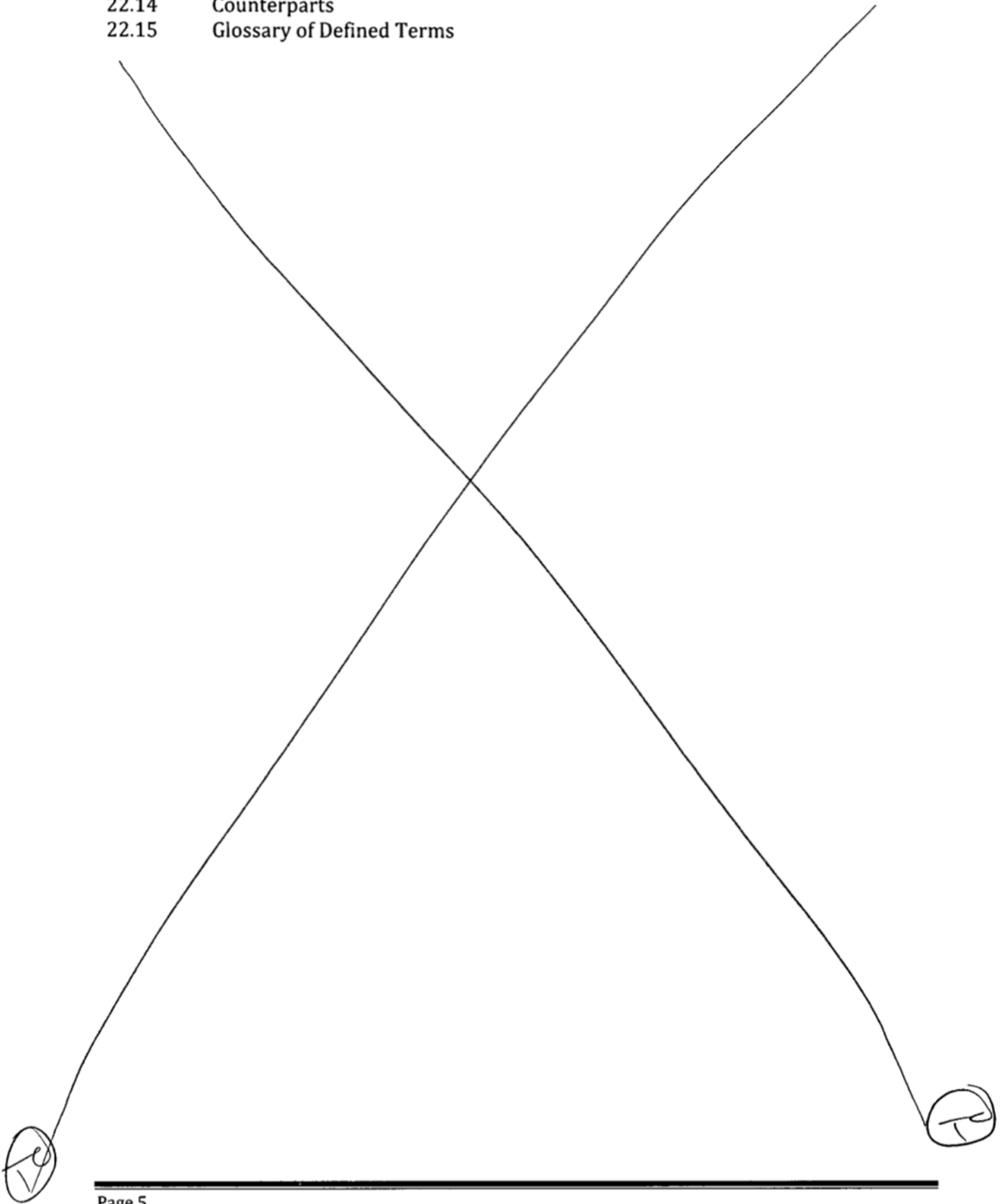
6.0 DEVELOPMENT PERIOD – PLANNING, PERMITTING AND CONSTRUCTION

- 6.1 Development Period Milestones
 - 6.1.1 Permit Submission Milestone
 - 6.1.2 Permit Issuance Milestone
 - 6.1.3 Commencement of Construction Milestone
 - 6.1.4 Conclusion of Construction Milestone
 - 6.1.5 Extensions of Milestones
- 6.2 Site Planning
 - 6.2.1 Contents
 - 6.2.2 Preliminary and Final Site Plan
 - 6.2.3 Objections
- 6.3 Progress Meetings
- 6.4 Permits are Sole Obligation of Grantee
 - 6.4.1 Grantee to Obtain; Grantor to Cooperate
 - 6.4.2 ESA Permitting
 - 6.4.3 No Grantor Liability
- 6.5 Timber Removal
- 6.6 Maine Forest Practices Act Compliance
- 6.7 Pre-Construction Activities
 - 6.7.1 Engineering and Construction Drawings; Field Reviews
 - 6.7.2 Pre-Construction Site Restoration Estimate
- 6.8 Construction
 - 6.8.1 Road Standards
 - 6.8.2 Road Conditions
 - 6.8.3 Create No Orphan Road Segments
 - 6.8.4 Maintain Road System Functionality
 - 6.8.5 Road Use by the Parties during Construction
 - 6.8.6 Slash Abatement and Other Debris
 - 6.8.7 Construction Safety and Fire Prevention
 - 6.8.8 Construction Security
- 6.9 Rock for Construction of Roads and Other Project Improvements
 - 6.9.1 Excavated Rock
 - 6.9.2 Additional Rock on the Easement Area
 - 6.9.3 Additional Rock Outside of the Easement Area
- 6.10 No Grantor Liability for Review
- 6.11 No Site Support Services
- 6.12 As-Built Layout Drawings
- 7.0 OPERATING PERIOD**
 - 7.1 Grantee's Responsibility
 - 7.2 Operation and Maintenance Plans and Manuals
 - 7.2.1 Health and Safety
 - 7.2.2 Fire Prevention and Control
 - 7.2.3 Security Plan
 - 7.3 Road Use and Maintenance Agreement

- 7.4 Annual Operational Review
- 7.5 Periodic Reviews
- 8.0 LEGAL COMPLIANCE, SAFETY, FIRE PREVENTION AND CONTROL**
- 8.1 Legal Compliance
- 8.2 Contest of Legal Requirements
- 8.3 Indemnification
- 8.4 Notice of Claims
- 8.5 Additional Safety and Fire Prevention and Control Requirements
- 8.5.1 Comply with Grantor Safety and Fire Control Requirements
- 8.5.2 Temporary Cessation of Wind Turbines for Operational Issues
- 8.5.3 Temporary Cessation of Wind Turbines for Emergency Conditions
- 8.6 Removal of Safety and Fire Risk Violators from the Property
- 9.0 DATA SHARING; CONFIDENTIALITY**
- 9.1 Confidentiality
- 9.2 Data Sharing
- 9.3 Media Statements
- 10.0 INSURANCE**
- 10.1 Insurance Coverage
- 10.2 Certificates of Insurance
- 10.3 Performance and Payment Bonds
- 10.4 Contractors / Subcontractors of Grantee
- 11.0 LIENS AND ENCUMBRANCES**
- 11.1 Grantor Not Liable
- 11.2 Construction Liens
- 12.0 TAXES**
- 12.1 Taxes and Other Charges Imposed on Grantee
- 12.2 Taxes Imposed on Easement Area or Grantor
- 13.0 ASSIGNMENT AND SUBLETTING**
- 13.1 By Grantee
- 13.2 By Grantor
- 14.0 LIABILITY AND INDEMNIFICATION**
- 14.1 Limitation of Grantor Liability
- 14.2 Indemnity
- 14.2.1 By Grantee
- 14.2.2 By Grantor
- 15.0 CONDEMNATION**
- 15.1 Interest of Parties
- 15.2 Termination on Total or Partial Taking
- 15.3 Allocation of Just Compensation
- 16.0 GRANTEE FINANCING**
- 16.1 Financing Permitted
- 16.2 Notice of Mortgagees
- 16.3 Limitations of Mortgagee Liability
- 16.4 Certificates and Consents
- 16.5 Rights of Mortgagee

16.6	Notice of Default; Opportunity to Cure
16.7	New Agreement to Mortgagee
16.8	No Merger
16.9	Title Review; Cooperation
16.10	Amendments
17.0	DECOMMISSIONING OF PROJECT IMPROVEMENTS
17.1	Surrender of Property; Removal of Project Improvements
17.2	Performance (Reclamation) Bond
18.0	DEFAULT
19.0	GRANTEE'S REPRESENTATIONS WARRANTIES AND COVENANTS
19.1	Authorization
19.2	Compliance with Law
19.3	Liens
19.4	Hazardous Substances
19.5	Payment for Damage to Timber
19.6	Acknowledgment of Grantor's Rights; Right of Grantee to Erect Fences
19.7	Due Investigation
20.0	GRANTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS
20.1	Grantor's Authority
20.2	No Interference
20.3	Understanding Regarding Nameplate Capacity
20.4	Hazardous Materials Use
20.5	No Litigation
20.6	Compliance with Laws
21.0	DISPUTE RESOLUTION; LEGAL MATTERS
21.1	Governing Law
21.2	Waiver of Right to Jury
21.3	No Consequential Damages
21.4	Dispute Resolution
21.5	Attorneys' Fees
22.0	GENERAL PROVISIONS
22.1	Entire Agreement
22.2	Amendments
22.3	Notices
22.4	Waiver
22.5	Headings
22.6	Interpretation
22.7	Partial Invalidity
22.8	Force Majeure
22.9	Document Review Costs
22.10	Recording
22.11	No Partnership
22.12	Currency

- 22.13 Exhibits
- 22.14 Counterparts
- 22.15 Glossary of Defined Terms



WIND ENERGY EASEMENT AGREEMENT

This WIND ENERGY EASEMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of March 17, 2021 (the "**Effective Date**") by and between Western Maine Renewables, LLC, a Maine limited liability company, having an address at 101 Cianbro Square, Pittsfield, Maine 04967, as Grantee ("**Grantee**"), and Weyerhaeuser Company, a Washington corporation, having an address at 3220 Occidental Ave S, Seattle, Washington 98104, as Grantor ("**Grantor**"). Each of Grantee and Grantor is sometimes referred to as a "**Party**" and collectively as the "**Parties**."

In consideration of the mutual covenants and promises and on the terms and conditions set forth below, the Parties agree as follows:

1.0 GRANT OF EASEMENTS.

1.1 Easement Area. Grantor owns that certain real property located in the Town of Moscow, Somerset County, in the State of Maine, being a portion of the land described in a deed recorded in the Somerset County Registry in Book 2490, Page 182 and generally depicted on Exhibit A to this Agreement, subject to the reservations, encumbrances and exceptions of record, as well as those identified in Exhibit A (the "Property"). Grantor hereby grants to Grantee an easement over that portion of the Property delineated on Exhibit A as the "Easement Area" (the "Easement Area"), which Exhibit A shall be replaced with the Site Plan (once approved by the Parties pursuant to Section 6.2.2) at which time the Easement Area shall be replaced with that "Easement Area" depicted on the Site Plan and consist of approximately sixty (60) acres, and, thereafter, the Easement Area shall be subject to adjustment as provided for in Section 2.9, on the terms and conditions set forth in this Agreement.

1.2 Additional Easements. In addition to the easement granted to Grantee in Section 1.1, Grantor grants to Grantee the Transmission Easement, Setback Easement, and Road Easement (each as defined in Section 3.0, and collectively, the "**Additional Easements**") on the terms and conditions set forth in Section 3.0.

2.0 USE OF EASEMENT AREA.

2.1 Generally. Grantee may use the Easement Area exclusively for wind energy purposes, as more specifically set forth in this Section 2.0, and for no other purpose. The rights of Grantee are subject to the retained rights of Grantor as specified in Section 2.8, provided that any exercise of such reserved rights shall be subject to Section 20.2 of this Agreement. As used in this Agreement, the term "wind energy purposes" means the installation, construction, replacement, maintenance and use of the Study Improvements, Permanent Study Improvements, Wind Turbine Improvements, and related improvements and equipment on, in and under the Easement Area to convert wind and wind resources into electricity and includes those Grantee activities set forth in Sections 2.2-2.7, below.

2.2 Study Improvements. Grantee shall have the exclusive right to erect, construct, maintain, relocate, operate and replace on the Easement Area anemometers and other wind and weather monitoring equipment, including steel meteorological towers, concrete slabs, fences, and ancillary buildings as required to house, protect or facilitate the operation of such equipment (collectively the "**Study Improvements**") during the Development Period (as defined in Section 4.0). Notwithstanding the foregoing exclusivity provision, Grantor reserves the right to gather wind, weather and other data from and on the Easement Area for its own purposes, including, without limitation, any and all purposes related to this Agreement. Prior to erecting or installing any Study Improvements, Grantee will notify Grantor of the proposed location of the Study Improvements and will cooperate with Grantor to locate the Study Improvements in a manner that does not unnecessarily interfere with ongoing and planned Grantor operations on the Property. In the event that Grantor fails to respond within thirty (30) days of Grantee's written notice, Grantee's proposed locations for the Study Improvements shall be deemed to have been approved. Any approval shall only apply to the specific request and shall not constitute an approval or waiver of the requirement for approval as to any future request. Grantor shall not require the relocation of Grantee's Study Improvements once it has approved their locations pursuant to this Section 2.2. Those Study Improvements that remain on the Easement Area into the Operating Period (as defined in Section 4.0) are referred to as "**Permanent Study Improvements**" and are included within the definition of Wind Turbine Improvements in Section 2.4.1.

2.3 Other Environmental Studies. In addition to Grantee's rights under Section 2.2, Grantee shall have the exclusive right to conduct other meteorological, environmental, soils, engineering and geological studies within the Easement Area as necessary to evaluate the Easement Area for the siting, design, and construction of the Project Improvements (defined in Section 2.6 below) and to finalize the Site Plan (defined in Section 6.2 below), but no rights to conduct such studies for any other purposes. Notwithstanding the foregoing, Grantor reserves the right to conduct the foregoing types of studies within the Easement Area for its own purposes, including, without limitation, any and all purposes related to this Agreement.

2.4 Exclusive Rights to Wind Capture and Conversion. Grantee shall have the exclusive rights to use, capture and convert the flow of wind currents and resources over and across the Easement Area for the purpose of producing electricity. In so doing, Grantee shall have the exclusive right within the Easement Area to install, erect, construct, operate, maintain, repair, remove, re-power and replace wind turbine generators ("**Wind Turbine**" or "**Wind Turbines**") and ancillary equipment and improvements necessary for the conversion of wind energy into electricity as set forth in this Section 2.4. Grantee shall have the right, as part of its operations on the Easement Area and, subject to the provisions of this Agreement, to create noise and sound waves as well as electromagnetic waves and interference, cause air turbulence, cast shadow flicker onto the Easement Area and other adjacent land owned by Grantor, impact view and visual effects on the Easement Area and adjacent land owned by Grantor, and cause other similar impacts normally associated with large scale wind power projects. Grantee shall not be liable to Grantor for any loss, claim or damages arising from such impacts. Upon written request by Grantee, Grantor shall

reasonably cooperate and to the extent such easements implement Project specifications and/or Project Improvement locations and configurations to which Grantor has agreed and which may be required by permit authorities for Grantee to construct and operate the Project and to install, maintain or operate such Project Improvements, Grantor shall grant to Grantee (during the term hereof) (i) such separate easements or written agreements as may be necessary for Grantee's Project (as defined below) to comply with applicable laws or regulations pertaining to setbacks and further to reduce or eliminate setbacks from adjacent land owned by Grantor to optimize the location and number of Wind Turbines within the Easement Area; and (ii) such covenants, easements, and declarations as may be necessary for the Project to comply with drainage, buffering, or other permit requirements as may apply to the Project (as defined below), which covenants, easements, and declarations shall not be unreasonably denied by Grantor, provided, in each case, such easements, covenants, declarations or other written agreements are consistent in purpose and scope with the terms and conditions of this Agreement and do not unreasonably interfere with the Grantor's use of the Property. In addition, Grantee shall have the right to construct wind power generators as a part of the same overall wind energy project of which the Wind Turbines are a part on lands of others, that are adjacent to or neighboring the Easement Area and which overhang the Easement Area.

2.4.1 Wind Turbine Improvements. Subject to the provisions of Section 2.4.3, and for the sole purpose of exercising its rights set forth above in Section 2.4, Grantee may install, construct, operate, maintain, repair, reconstruct and remove the following described improvements (collectively, the "**Wind Turbine Improvements**") on the Easement Area as identified and located on the final Site Plan approved pursuant to Section 6.2:

(a) **Wind Turbines and Wind Turbine Pads.** 6 or more Wind Turbines, (of any type as Grantee determines in its sole discretion) which shall include steel towers, footings and foundations, concrete pads, guy wires (during construction only), anchors and fences around the same, along with an area around the base of each Wind Turbine that shall be kept clear of vegetation by Grantee (the "**Wind Turbine Pads**"). The Wind Turbines and Wind Turbine Pads will be located in a manner so that they will (a) not preclude the use by Grantor of any existing or planned roads or landings on the Property by Grantor without prior consultation and approval by Grantor during the finalization of the Site Plan, which approval shall not be unreasonably withheld; or (b) interfere with Grantor's reservation of rights under Section 2.8, provided that Grantor understands and agrees that it may not grow trees within the Wind Turbine Pads. The Wind Turbine Pads shall be as small as practicable, consistent with commercially reasonable and prudent practices in the wind industry, technical specifications of the Wind Turbine vendor (including turbine loading data) and Project site-specific (and as applicable, individual Wind Turbine site-specific) results of geotechnical studies and borings. The Wind Turbine Pads shall not be considered part of the Setback Easement Area.

(b) **Electrical Collection System.** Electrical wires and related equipment, of a type to be determined at Grantee's sole discretion, owned by Grantee and used to collect and transmit electricity generated by the Wind Turbines over and across the Easement Area

to the Substation (as defined below) (the "**Electrical Collection System**"), to be located by Grantee within the approximate area depicted as the "utility corridor" on Exhibit D, provided that to the maximum extent practicable consistent with commercially reasonable and prudent practices in the wind industry: (i) the utility corridor shall follow existing roads and roads constructed by Grantee under the terms of this Agreement; and (ii) the electrical wires comprising the Electrical Collection System shall be located underground to the extent reasonably practical and required by permit considerations.

(c) **Substation.** An electrical substation, including a building and ancillary equipment (and enclosing fencing), for the collection and step-up or step-down of electricity generated by the Wind Turbines (the "**Substation**") in the approximate location depicted on Exhibit D.

(d) **Operations & Maintenance Facility.** A building, parking lot and associated equipment storage area, and enclosing fencing (collectively, the "**O&M Facility**") to be used by Grantee to support the operation and maintenance of the Project Improvements, which may also be used as a construction support facility during the Development Period.

(e) **Crane Road.** A road (including bridging, culverts and ditching, as necessary) of sufficient width, grade, surface and other design characteristics as necessary to support the safe and effective transport of the components of the Wind Turbines, movement and operation of the crane necessary for erection of the Wind Turbines, and the transport or movement of the components of other Project Improvements and equipment required for the construction or erection thereof (the "**Crane Road**"), located approximately as depicted on the preliminary Site Plan attached as Exhibit D ("**Preliminary Site Plan**").

(f) **Project Control System.** A system (including cables, wires and equipment) to monitor and control the operation of the Project Improvements (the "**Project Control System**"), provided that all outdoor components of such system shall be underground to the maximum extent practicable, except when installed within the Transmission Easement Area described in Section 2.5, in which they may be installed overhead.

(g) **Permanent Study Improvements.** Permanent Study Improvements, as defined in Section 2.2, as depicted on the Preliminary Site Plan.

(h) **Aircraft Detection Lighting Systems.** A system including towers, guys, cables, wires, lights, radar, and related equipment, whether freestanding or mounted on a Wind Turbine, as may be required by Federal Aviation Administration and/or Maine Department of Environmental Protection or other permit issuing authority, for the detection of and signaling to aircraft of obstructions to aviation created by the Project. Grantee's rights hereunder shall apply during the Development Period and the Operations Period to the extent any proposed improvements shall generate permit requirements relating to aviation obstructions. Any freestanding towers erected by Grantee for the purposes of this Section 2.4.1(h) shall be deemed Meteorological Towers

for the purposes of Payments and Fees under Section 5. Wind Turbine mounted systems shall be permitted but shall not generate payment obligations under Section 5.

2.4.2 Use of Easement Area during Construction. During the construction phase of the Development Period, in addition to the uses permitted under Section 2.4.1, Grantee may also use the Easement Area for construction, operation, removal and/or decommissioning of a concrete batch plant, equipment storage and component laydown area ("**Laydown Area**"), pads for lifting cranes and other purposes necessary to facilitate construction of the Wind Turbine Improvements, including without limitation the use of guy wires and anchors, necessary to permit the safe erection and construction of the Wind Turbine Improvements, provided that any areas cleared of vegetation shall be subject to Section 2.7 and payment of an Acreage Charge determined pursuant to Section 5.6.4.

2.4.3 Maximum Project Footprint.

(a) The Wind Turbine Pads are expected to occupy not more than a combined twelve¹² acres of the Easement Area. For each Wind Turbine less than six (6) actually installed, the maximum footprint of the Wind Turbine Pads stated above shall be reduced by two (2) acres. If the area included in the Wind Turbines and Wind Turbine Pads exceeds the applicable acreage footprint determined as above described, Grantee shall pay Grantor a one-time Acreage Charge determined pursuant to Section 5.6.4 for each excess acre (rounded to the nearest 0.5 acre). For avoidance of doubt, any additional timber required to be removed as a result of the acreage footprint of the Wind Turbine Pad shall be subject to the provisions of Section 6.5.

(b) In addition, if and to the extent (i) the Crane Road covers more than 7.5 acres of the Easement Area, and/or (ii) the combined area of the O&M Facility, Substation and Permanent Study Improvements occupy more than 10 acres of the Easement Area, Grantee shall pay a one-time Acreage Charge (each to be based on acreage rounded to the nearest 0.1 acre). In all cases, the Acreage Charges determined pursuant to this Section 2.4.3(b) shall be in addition to Fees and all other amounts due from Grantee under the terms of this Agreement. For avoidance of doubt, any timber required to be removed as a result of the Crane Road shall be subject to the provisions of Section 6.5.

(c) For purposes of determining the footprint of the Crane Road as constructed, the acres of land covered by road running surfaces, shoulders, cuts, fills, ditches and other drainage features, soil disposal areas, road-associated borrow or other pits, and similar, road-associated features shall be included. For the purpose of applying subsections (a) and (b)(i) of this Section 2.4.3, in places where the Crane Road intersects and passes through a portion of one or more Wind Turbine Pads, the overlapping areas shall be counted either against the maximum footprint of the Wind Turbine Pads in subsection (a) or the maximum footprint of the Crane Road in subsection (b), but not both. For purposes of determining the footprint area covered by the Permanent Study Improvements, the area within the perimeter formed by any guy-wires shall be considered part of the Study Improvement.

2.5 Transmission Facilities. Grantee shall have the exclusive right to erect, install, maintain, repair, operate, replace and remove on and from the Easement Area and the Transmission Easement Area (defined in Section 3.1) facilities for transmission and sale of electricity generated by the Wind Turbine Improvements. The facilities may include underground and overhead distribution, collection and transmission lines from the Substation to the point of interconnection with the local utility district or other point of intersection with the Central Maine Power electrical grid, control, communications and radio relay stations and telecommunications equipment necessary to operate the Project Improvements (but for no other purpose) interconnection and/or switching facilities, circuit breakers, and transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines, and anchors, and related or associated improvements, fixtures, facilities, appliances, machinery and other equipment (collectively, the "**Transmission Facilities**"). All Transmission Facilities shall be located on the Transmission Easement Area as provided in Sections 3.1 and 6.0.

2.6 Ownership of Improvements. Subject to Section 17.1, the Study Improvements, Wind Turbine Improvements, and Transmission Facilities (collectively the "**Project Improvements**") including all personal property or trade fixtures, whether placed on the Easement Area or the Additional Easements, are and shall remain the property of Grantee and to the extent permitted by applicable law, shall not be deemed to be permanent fixtures, even if permanently affixed to the Property. Without limiting the generality of the foregoing, Grantor shall have no interest in or claim on the Project Improvements and hereby waives any such interest or claim, except as otherwise provided in Section 17.1. Without limitation of the foregoing, Grantor expressly waives any lien or claim pursuant to 10 M.R.S. §§ 3451-3452. The responsibility and costs of permitting, designing, constructing, maintaining and decommissioning all Project Improvements and all other activities conducted by or on behalf of Grantee under this Agreement shall be borne solely by Grantee. As they are being constructed and at all times thereafter, the roads constructed, improved or otherwise modified by Grantee under the terms of this Agreement (whether located on the Easement Area or the Transmission Easement Area or Road Easement Areas (as defined in Section 3.3)) shall be and remain the sole property of Grantor, subject only to Grantee's rights to non-exclusive use of the roads under the terms of this Agreement.

2.7 Design and Location of Improvements. All Project Improvements will be located on the Easement Area, Road Easement Area and Transmission Easement Area consistent with the requirements of, and as provided for in, Sections 2.0, 3.0, 6.0 and 7.0 of this Agreement. Grantee shall use commercially reasonable efforts with respect to both design and construction methods to:

(a) minimize the amount of acres that are disturbed by the Project Improvements and associated construction activities;

(b) keep the Wind Turbine Improvements within the footprint thresholds described in Section 2.4.3; and

(c) locate the Project Improvements in a manner that does not unnecessarily interfere with Grantor's reserved uses under Section 2.8.

As noted in Section 2.4 above, and without limiting the generality of the foregoing requirements of this Section 2.7, Grantee will locate the Wind Turbines and Wind Turbine Pads in a manner that preserves Grantor's ability to use existing logging landing sites for future harvesting of timber from those landings using logging tower yarders, which yarding towers include guyed supports.

2.8 Rights of Grantor. Grantor reserves all rights, subject only to Section 2.4, this Section 2.8, Section 6.0, Section 7.0, and Section 20.2, and to any limitations in the Additional Easements set forth in Section 3.0, to make any and all lawful uses of the Easement Area (consistent however, with industry standard safety and security protocols adopted by Grantee and with prior written notice thereof to Grantor) during the Term (defined in Section 4.0), including without limitation uses for the following purposes: forestry, agriculture, biomass, mineral, sand, gravel, rock and other aggregates, oil, gas, coal, coalbed methane and other hydrocarbons, and geothermal resource development, excluding only wind energy development, except as expressly permitted under Sections 2.2 and 2.3. All income derived by Grantor from any and all uses of the Easement Area shall belong solely to Grantor. In particular, and without limiting the generality of the foregoing, Grantor reserves the right to: (a) construct roads, and grow, thin and harvest timber and/or other agricultural and biomass crops by any means whatsoever;(b) develop and extract mineral, sand, gravel, rock and other aggregates, oil, gas, coal, coalbed methane, and other hydrocarbons, geothermal resources (including geothermal heat and steam), and any and all other resources found on the Easement Area by underground or surface means (other than wind energy collection and capture), subject to the rights of Grantee in this Agreement including without limitation Section 20.2 and this Section 2.8, but without any other restriction or limitation. Nothing in this Agreement shall be construed as granting Grantee any right to use any water on the Property used or owned by Grantor and Grantee shall have no right, title or interest in and to any water rights used in connection with, or appurtenant to, the Property.

2.9 Easement Area Adjustment. Following construction of the Wind Turbine Improvements on the Easement Area, Grantee shall prepare and provide Grantor with a revised Exhibit A and Exhibit A-1, in which the Easement Area shall be reduced to include only those areas actually occupied by the Project Improvements, the Setback Easement Areas, protective buffers, and the additional Laydown Area(s) reasonably necessary to facilitate Grantee's activities during the Operating Period and Decommissioning Period (as defined in Section 17.1). After review by Grantor and agreement of the Parties is reached regarding the revised Exhibits A and A-1, such new exhibits shall be attached to and become a part of this Agreement and Grantee shall provide Grantor with an ALTA as-built survey of the Easement Area and Project Improvements located therein. If requested by either Party, Grantor and Grantee shall execute a revised Memorandum of Agreement reflecting the revised Exhibits A and A-1, which revised memorandum will then be recorded by Grantee.

3.0 ADDITIONAL EASEMENTS.

3.1 Transmission Easement.

3.1.1 Grant of Easement. Conditioned on Grantee's payment of Transmission Easement Fees as set forth in Section 5.6.2 and subject to modification as set forth in Section 3.1.2 below, Grantor hereby grants to Grantee an exclusive easement up to 100 feet in width (a "**Transmission Easement**") for the purpose of constructing and maintaining the Transmission Facilities from the Substation in, along, and over that portion of the Property identified in red as the "Transmission Easement" on Exhibit B to this Agreement. The area up to 100 feet in width centered along the "Transmission Easement" as depicted on Exhibit B is the "**Transmission Easement Area**," consisting of approximately 4 acres.

3.1.2 Widening of Easement Area. During the field engineering work for the transmission line, Grantee shall mark the Transmission Easement Area boundaries and the proposed location of the transmission line, and review the same with Grantor. If and to the extent that: (a) applicable safety or construction standards for electrical transmission lines of the nature to be constructed on the Transmission Easement Area change so that a wider easement is required, or (b) either Grantor or Grantee determine, in their sole discretion based on site-specific review of the proposed location or other factors, that a wider Transmission Easement Area is prudent (up to a 200 foot wide maximum) for all or a portion of the length of the transmission line, either Party may provide the basis for the expansion, and request a corresponding widening (which shall identify the area of the Property to be affected), of the Transmission Easement Area. In such case, the Parties will amend Exhibit B to provide for a wider Transmission Easement and determine the Fees using the enlarged Transmission Easement Area, pursuant to Section 5.6.2.

3.1.3 Final Easement Area Location. Upon completion of construction of the Transmission Facilities, Grantee shall provide Grantor with an updated final map of the Transmission Easement Area, and revised legal description. After review by Grantor and agreement of the Parties regarding the same, the map and description shall be attached to this Agreement as Exhibit B-1 and thereupon shall become part of this Agreement. If requested by either Party, Grantor and Grantee shall execute a revised Memorandum of Agreement reflecting Exhibit B-1, which revised memorandum will then be recorded by Grantee.

3.2 Setback Easement. Grantor hereby grants to Grantee a wind turbine setback easement for each Wind Turbine (the "**Setback Easement**"). Such Setback Easement is more particularly described and depicted on the attached Exhibit C, which shall cover 28.5 acres, more or less, for the combined total of six (6) Wind Turbines, provided that the acreage covered by the Setback Easement may be (i) increased as set forth in Section 3.2.7 below, or (ii) decreased (based on the acreage of Setback Easements for each Wind Turbine depicted on Exhibit C) if and to the extent that Grantee does not install six (6) Wind Turbines (the "**Setback Easement Area(s)**").

3.2.1 Management Plan. As a part of its Site Plan required by Section 6.2, Grantee shall propose to Grantor a management plan for the Setback Easement and the Parties shall thereafter cooperate to reach agreement with respect to same. Such plan will show a three dimensional profile of the Setback Easement Areas within which Grantee believes forest products can continue to be grown during the Term without causing unreasonable interference with the operation of the Project Improvements (i.e., the plan shall show the "maximum" heights of trees or other vegetation that Grantee believes can be grown within the Setback Easement Areas without adversely impacting the operation of the Wind Turbines). The proposed management plan shall also describe the vegetation management measures Grantee will use to keep vegetation within the height profiles of the plan, which measures must comply with all Grantor policies concerning chemical use, in addition to all Legal Requirements (as defined in Section 8.1). Within ninety (90) days of its receipt of the proposed plan, Grantor will advise Grantee in writing which portions of the Setback Easement Area, if any, Grantor wishes to manage (itself or through others) and which areas, if any, Grantor wishes that Grantee manage. Grantor may also recommend modifications to the proposed management plan, which the Parties will consider in good faith, but Grantee shall exercise final discretion as to the management plan terms.

3.2.2 Areas to be Managed by Grantee. As to those portions of the Setback Easement Area that will be managed by Grantee as provided for in Sections 3.2.1, 3.2.4 or 3.2.6, Grantee shall be solely responsible for all vegetation management and other costs associated with maintaining such areas as provided for in the management plan. Should Grantee sell any forest products produced on those areas under the terms of the Setback Easement management plan, the gross receipts therefrom shall be considered part of and added to the Gross Revenue determined under Section 5.3.3.

3.2.3 Areas to be Managed by Grantor. As to those portions of the Setback Easement Area that Grantor will manage, Grantor shall be solely responsible for all costs attributable to the management of vegetation on such areas, and shall be entitled to whatever proceeds it earns therefrom, without any credit to Grantee. Nothing in Section 3.2.2 or 3.2.3 shall be construed to modify Grantee's obligation to manage the Wind Turbine Pads to remain free of vegetation.

3.2.4 Grantor may turn over Management to Grantee. From time to time during the Term, Grantor may advise Grantee by written notice that it henceforth wishes that Grantee assume (or re-assume) management of some or all of the Setback Easement Areas that Grantor was managing. From and after thirty (30) days following receipt of such notice or such longer period as may be specified in the notice, Grantee shall assume management of those areas. In addition, at any time during the Term, Grantor may, on not less than thirty (30) days written notice to Grantee, assume (or re-assume) management of Setback Easement Areas being managed by Grantee under this Section 3.2.

3.2.5 Management Plan Review and Adaptation. The Parties recognize that valuable information will likely be developed during the early years of the Operating Period with respect to how the management of the Setback Easement Area may affect the

operation of the Wind Turbines. Therefore, periodically, but not less than every five (5) years after the Commercial Operation Date (as defined in Section 4.0), the Parties shall confer in good faith regarding whether the management plan can be revised to allow a greater height profile within the Setback Easement Area, or portions thereof, without adversely impacting performance of one or more Wind Turbines. Changes agreed to by the Parties may be made provisional, pending the gathering of further data on Wind Turbine performance by Grantee.

3.2.6 Management Plan Adjustments. If Grantee reasonably believes that the management plan then in effect for the Setback Easement Areas is adversely impacting the performance of a Wind Turbine, Grantee may propose modifications to the plan for the portion of the Setback Easement affecting such Wind Turbine. The Parties shall confer regarding such proposed change, but Grantee shall exercise the final authority regarding the proposed modification. If a modification is made to an area being managed by Grantor, Grantee shall reimburse Grantor for all management costs previously incurred and/or investments made by Grantor in that area, and Grantor may also elect to turn over future management of the affected Setback Easement Area to Grantee by written notice to Grantee.

3.2.7 Increase in Setback Easement Area.

(a) If Grantee reasonably believes that one or more Wind Turbines' performance is being adversely affected due to tree canopy interference with wind currents and flow over and across the Easement Area and that the Setback Easement Area needs to be enlarged to remedy the issue, Grantee may give written notice to Grantor of its designation of additional areas up to a cumulative increase of 35.6 acres, which is twenty five percent (25%) above the 28.5 acres of Setback Easement Area delineated on Exhibit C. In the foregoing notice, Grantee shall include a proposed management plan for the areas to be added to the Setback Easement in the same manner as set forth in Section 3.2.1. Grantor shall respond to such notice in the same manner as described in Section 3.2.1 and Section 3.2.6.

(b) If safety-related considerations, whether the result of Legal Requirements, insurance requirements, prudent or best practices, or otherwise, make it impracticable or impossible for Grantor to exercise its rights of continued use and management of certain portions of its Property due to the presence of the Wind Turbines (other than areas of the Property already covered by the Road Easement, Transmission Easement, Setback Easement, Substation and O&M Facility), then Grantor may, upon written notice to Grantee, require that the portion of the Property so affected will be added to and thereafter managed as part of the Setback Easement Area, provided that the cumulative acreage to be added to the Setback Easement Area under this subsection 3.2.7(b) shall be limited to fifty (50) acres. Grantee shall develop a proposed management plan for such additional areas in the same manner as set forth in Section 3.2.1. Grantor shall respond to such notice in the same manner as described in Section 3.2.1 and Section 3.2.6.

(c) Upon Grantee's payment of an Acreage Charge as determined under Sections 5.6.3 and 5.6.4 with respect to areas added to the Setback Easement Area pursuant to subsections

(a) and/or (b) of this Section 3.2.7, and preparation of a revised Exhibit C (which shall be attached to and become a part of this Agreement as Exhibit C-1), the additional areas shall become part of the Setback Easement, and thereupon become subject to the provisions of Section 3.2.1 through Section 3.2.6.

3.3 Road Easement. In addition to the rights granted by Grantor to Grantee to construct and use the Crane Road within the Easement Area, and conditioned on the payment of the Road Easement Fees set forth in Section 5.6.1, Grantor hereby grants to Grantee a non-exclusive easement on, over, and across the Property for road use and construction in those locations identified as the "road easement" on Exhibit E (the "**Road Easement**" or "**Road Easement Area**" and together with the "Transmission Easement Area," and "Setback Easement Area," collectively, the "**Additional Easement Areas**"). The parties acknowledge that Road Easement Area and Transmission Easement Area may intersect and/or overlap and that the fees in Section 5.6.1 and 5.6.2 shall be adjusted so that areas of intersection or overlap shall not result in duplicate charges. All roads and associated facilities constructed, reconstructed, realigned, improved, or otherwise altered as authorized under this Agreement (the "**Road Improvements**") shall be and permanently remain the property of Grantor, subject to the non-exclusive rights of Grantee under this Agreement to use the roads. In addition to other rights reserved in this Agreement, the grant of Road Easement is subject to the previously granted or reserved rights of others as described in Exhibit A-1, and is also subject to the terms of and the rights of the grantors, and their successors, heirs, and assigns. Grantee shall use the Road Easement Area at all times in compliance with Grantor's safety requirements attached hereto as Exhibit E. Grantor reserves rights of use over the Road Easement and the right to grant rights of use to third parties, provided that such use will not materially interfere with Grantee's rights of use under this Agreement.

3.4 Additional Road Use Rights. In addition to the rights granted with respect to the Crane Road under Section 2.4.1(e) and the rights granted under the Road Easement in Section 3.3, Grantee shall have the non-exclusive right to use all other roads located on the Easement Area as such roads may be constructed or maintained, by Grantor during the Term (as defined in Section 4.0), for light-duty vehicular and pedestrian access, ingress to and egress from, across, and over the Easement Area for the purposes of this Agreement, except that Grantee may not use such roads for purposes of constructing Project Improvements or for heavy hauling, provided that Grantee shall give notice to Grantor prior to using such roads. Grantor reserves the right to use any and all such roads on, over and to the Easement Area, and to relocate, move or close the same from time to time in its sole discretion, and without advance notice to Grantee, provided that Grantor shall permit Grantee to use such roads if necessary from time to time, taking into account conditions on the Road Easement Area and the Crane Road, in order for Grantee to perform necessary maintenance and repair functions on the Project Improvements, but in no case shall such roads be used for heavy hauling without Grantor's prior written consent. Should Grantee's use of such roads result in damage to the roads or necessitate additional maintenance, Grantee shall reimburse Grantor for such damage, upon Grantor's written request. Grantee shall use any additional roads at all times to compliance by Grantee with Grantor's safety requirements attached hereto as Exhibit F.

4.0 AGREEMENT TERM AND TERMINATION.

This Agreement shall be for a term commencing on the Effective Date and continuing initially until the 11:59 P.M. on the last day of the Development Period (as defined below), unless (i) terminated earlier under Sections 4.1 or 4.2, or (ii) extended into the Operating Period. The term "**Development Period**" means the period commencing on the Effective Date and ending on the earlier to occur of (x) the Commercial Operation Date, or (y) the sixth (6th) anniversary of the Effective Date. If the Development Period ends by reason of the occurrence of the Commercial Operation Date, then this Agreement shall automatically be extended for the Operating Period without further action of the Parties. The term "**Operating Period**" means that period commencing on the Commercial Operation Date (as defined below) and continuing for forty (40) years after such date, unless terminated earlier as provided for in Sections 4.1.2 or 4.2. The term "**Commercial Operation Date**" means the first date on which electricity is generated on the Easement Area and delivered for sale to a customer (utility or power purchaser) on a regular revenue basis (i.e., excluding any initial period following the first generation of electricity on the Easement Area during which Grantee is conducting testing of the Wind Turbines prior to meeting relevant standards for commissioning of the Project, whether or not revenue is received for generation and delivery of test energy during such period). Grantee will promptly advise Grantor when the Commercial Operation Date occurs, together with reasonable evidence thereof. Upon the conclusion of the Operating Period, whether by expiration of the forty (40) year period or by earlier termination, this Agreement shall continue in effect for a Decommissioning Period of twelve (12) months as defined and set forth in Section 17.0. The "**Term**" means the combined periods of the Development Period, Operating Period and Decommissioning Period (defined in Section 17.1).

4.1 Termination by Grantor.

4.1.1 Failure to Meet Development Milestones. During the Development Period, if any development milestone set forth in Section 6.1, is not met by Grantee, then Grantor may terminate this Agreement on ninety (90) days written notice to Grantee, provided however, that Grantee shall have the right to cure the subject of any such notice by Grantor within said ninety (90) day period in which case the termination shall not take effect.

4.1.2 Default. In the event of default by Grantee, as set forth in Section 18.0, Grantor may terminate this Agreement in addition to pursuing any other right or remedy available under this Agreement or applicable law, subject to the limitations on damages as set forth in this Agreement.

4.2 Termination by Grantee.

4.2.1 For Convenience of Grantee. Grantee may, at any time during the Development Period, terminate this Agreement by giving Grantor ninety (90) days' written notice, and by paying a termination fee equal to Twenty-Five Thousand Dollars (\$25,000.00).

The termination fee is in addition to all other amounts owed by Grantee under this Agreement for periods up to and including the effective date of the termination (including without limitation any unpaid installments of the Development Period Fees should termination occur before the first anniversary of the Effective Date). The right to terminate provided by this Section 4.2.1 shall not be construed to relieve Grantee from any other obligations it has under this Agreement, including decommissioning, if applicable.

4.2.2 Default. In the event of a default by Grantor as set forth in Section 18.0 that is not cured in accordance with the time periods set forth in Section 18.0, Grantee may terminate this Agreement without paying the termination fee as stated in Section 4.2.1, in addition to pursuing any other right or remedy available under this Agreement or applicable law, subject to the limitations on damages as set forth in this Agreement.

4.3 Agreement Extension. Except as provided in Section 6.1 with respect to the Development Period only, each of the Development Period, Operating Period and Decommissioning Period may be extended only upon the written agreement of the Parties.

4.4 Post-Termination Rights and Obligation. Termination of this Agreement shall also terminate the Additional Easements. However, in all events, including without limitation, an early termination of this Agreement under either Sections 4.1 or 4.2, Grantee shall (i) be permitted entry onto the Easement Area to decommission the Project Improvements on and reclaim the Easement Area and the Transmission Easement Area as required by Section 17.0, and (ii) have the right to continue to use the Road Easement during the Decommissioning Period. Grantee shall have no other rights under this Agreement during the Decommissioning Period.

5.0 PAYMENTS AND FEES. As consideration to be paid in return for Grantee's rights to use the Easement Area and the Additional Easement Areas as specified in this Agreement, Grantee shall pay to Grantor the amounts set forth on Exhibit I attached hereto. All terms and conditions set forth on Exhibit I are incorporated herein as if fully set forth in full.

6.0 DEVELOPMENT PERIOD - PLANNING, PERMITTING AND CONSTRUCTION.

6.1 Development Period Milestones. Grantee shall meet the following mandatory milestones during the Development Period:

6.1.1 Permit Submission Milestone. Within twenty-four (24) months of the Effective Date, Grantee shall have filed complete applications for all permits, variances, waivers, and any other governmental approvals or authorizations of any type required for the construction and operation of the Project Improvements and in respect to the Setback Easement (collectively, the "**Permits**"), except applications for building permits that cannot be reasonably completed prior to approval of the overall land-use approvals for the Project.

6.1.2 Permit Issuance Milestone. Grantee shall pursue the issuance of all Permits with all due diligence, and shall have received approvals for all Permits no later than forty-eight (48) months following the Effective Date (the "**Permit Issuance Milestone**").

6.1.3 Commencement of Construction Milestone. No later than six (6) months after Grantee's receipt of all final, permits for the Project, Grantee shall have (i) given written notice to Grantor that it will begin construction (a "**Commencement of Construction Notice**"), (ii) actually commenced construction of the Project Improvements, and (iii) put in place firm orders for the Wind Turbines and any other Project Improvements requiring special or advance ordering. Notwithstanding the foregoing and/or section 6.1.4 below, nothing in this Agreement shall obligate Grantee to construct the Project or be enforceable as a mandatory construction obligation.

6.1.4 Conclusion of Construction Milestone. No later than twenty four (24) months from the Commencement of Construction, Grantee shall have completed the construction of the Project Improvements such that operation of the Project can commence.

6.1.5 Extensions of Milestones. The time deadlines stated in Section 6.1.1 through Section 6.1.4 (collectively, the "**Milestones**") may be extended day-for-day for (i) an unexcused delay by Grantor in meeting its review or response times as set forth in Section 6.0 or (ii) the time during which a Force Majeure existed that prevented Grantee from conducting activities essential to meeting the Milestone in question. In addition, with respect to the Permit Issuance Milestone only, such Milestone may be extended up to an additional twenty-four (24) months if the issuance of one or more Permits is delayed through an appeal or other court challenge that precludes issuance of the Permit(s). Grantee shall identify any claimed extensions of the Milestones and the extension length claimed at the next Progress Meeting (as defined below) or the right to claim the extension shall be deemed waived.

6.2 Site Planning. Grantee shall be responsible for preparing a proposed site plan meeting all requirements of this Section 6.2 (the "**Site Plan**") for consultation with and approval by Grantor, which approval shall not be unreasonably withheld. The Site Plan shall be provided in hard copy and electronically in a format mutually agreed to by the Parties.

6.2.1 Contents. The Site Plan shall depict (i) the boundaries of the Easement Area, (ii) the planned locations of all Project Improvements, including without limitation the Wind Turbines, Wind Turbine Pads, O&M Facility, Substation, Laydown Area, Crane Road, Electrical Collection System, Project Control System and Permanent Study Improvement components; and (iii) the boundaries of all Additional Easements, and all Project Improvements to be constructed therein. All Project Improvements shall be located on the Easement Area as provided for in Section 6.0, except those constructed within the Transmission Easement Area in accordance with Section 3.1. The Site Plan shall identify any residential structure located closer than one thousand feet (1,000') (measured horizontally) from any Wind Turbine and shall address any concerns posed by such proximity. The Site Plan shall also separately identify the acres covered by each of the Additional Easements (including the acreage of the Setback Easement associated with each Wind Turbine), the total acreage of the Easement Area, and the acreage of Easement Area net of the Additional Easements that overlap the Easement Area perimeter.

6.2.2 Preliminary and Final Site Plan. The Preliminary Site Plan prepared by Grantee is attached to this Agreement as Exhibit D. The proposed final Site Plan must be provided to Grantor within twenty-four (24) months of the Effective Date prior to submission of applications for all permits, variances, waivers, and any other governmental approvals or authorizations of any type required for the construction and operation of the Project Improvements and in respect to the Setback Easement. Grantor shall review the proposed final Site Plan and either reasonably approve, reject or request revisions to the same within thirty (30) days of its receipt. The Parties shall promptly confer regarding any objections or requested revisions and attempt to resolve their differences within an additional thirty (30) days provided that Grantee is assured use of the Easement Area sufficient to enable it to conduct its permitted activities hereunder. Grantee shall take into account in good faith any modifications recommended by Grantor in accordance with Section 6.2.3 that are consistent with commercially reasonable practices within the wind industry and/or with respect to interconnection with the electric grid, within the electric industry. It is acknowledged by the Parties that approval of the Site Plan is an essential component of Grantee's rights under this Agreement without timely agreement on which this Agreement has no value to Grantee; therefore, in the absence of any agreement thereon within the foregoing sixty (60) day period, Grantee shall be entitled to terminate this Agreement upon thirty (30) days written notice to Grantor, without liability or responsibility whatsoever to Grantor, and receive a full refund of all amounts paid to Grantor under this Agreement to the effective date of such notice. Subject to the foregoing right of termination by Grantee, any unresolved disputes regarding the Site Plan shall be resolved under Section 21.4. The approved final Site Plan including all required elements under Section 6.2.1, shall be attached to this Agreement as Exhibit D-1.

6.2.3 Objections. The bases for objecting to or requesting a revision of the Site Plan include: (i) the proposed final Site Plan including more land within the Easement Area or Additional Easement Areas than is included in the Preliminary Site Plan or materially alters the location of the Easement Area or any Easement Area; (ii) concerns over the proposed road location and design under the Road Easement, including the potential environmental impacts of such road; (iii) the location or width of the proposed Transmission Easement; and (iv) any other matters that are reasonably likely to adversely affect Grantor's ability to make use of the Easement Area for any lawful purpose (except as expressly limited in this Agreement) or to make use of the land covered by the Additional Easements to the extent such uses are not prohibited under the terms of the Additional Easements.

6.3 Progress Meetings. The Parties recognize that the location, design and construction of the Project Improvements on the Easement Area will require careful and close coordination and communication between the Parties to ensure that each of them will achieve and/or maintain safe and efficient operations in the Easement Area and elsewhere on the Property. From the Effective Date until commencement of construction, Grantor and Grantee will hold quarterly meetings (more often if needed and requested in writing by either Party) to discuss safety matters and progress towards the Milestones ("**Progress Meetings**"), including but, not limited to, updates to the Preliminary Site Plan, the permitting process, construction planning and scheduling, Grantee's plans regarding timber harvest within the Easement Area or elsewhere on the Property for which Grantor may use roads

within the Easement Area, and any other matter reasonably believed to materially affect either Party's activities in relation to this Agreement. Once construction begins, the Progress Meetings will be held monthly (more often if needed) and shall be on-site or at Grantor's Maine offices, unless otherwise agreed by the Parties. Throughout the Development Period, each Party shall make a single point of contact available to the other for communications relating to the planning, design, permitting and construction aspects of this Agreement (except for notices required to be given by this Agreement, which shall be given as required by Section 22.3, and payments, which are governed by Section 5.8). Throughout the Term, Grantee will timely respond to reasonable requests from Grantor for information about the status of Grantee's activities under this Agreement.

6.4 Permits are Sole Obligation of Grantee.

6.4.1 Grantee to Obtain; Grantor to Cooperate. Grantee is solely responsible for obtaining all Permits required for the construction and operation of the Project Improvements, provided that if the right, title or interest claimed by Grantee in any permit application is ruled insufficient or incomplete by a permit issuing authority for any element of the Project which Grantee has approved or consented to, and a signature of Grantor is required, Grantor shall sign applications for the Permits as landowner, and shall otherwise reasonably cooperate with Grantee regarding such Permits, at no cost to Grantor. Unless otherwise agreed to by the Parties, Grantor (or its designee) shall be designated as the operator on forest practices applications under which the Hardwood Pulp is to be cut and removed, but Grantee or its contractor, as applicable, shall be designated as operator on all other forest practices applications needed for removal of the Sale Timber or construction of the Project Improvements.

6.4.2 ESA Permitting. Should Grantee come to understand or reasonably believe that wildlife species are present or are likely to be present on the Property that are listed under the federal Endangered Species Act ("ESA"), Grantee shall notify Grantor and obtain a permit under Sections 7 or 10 of the ESA, as the same may be amended from time to time hereafter, for any reasonably likely take of such species, unless Grantee develops mitigation measures or other operating plans that alleviates or mitigates the risk of take in a manner reasonably acceptable to the federal agency with jurisdiction over the species in question. The Parties agree that Grantor may confer directly with the federal agencies with respect to the issues surrounding the determination of risk of take and the terms and expected efficacy of the mitigation measures or operation plan. Should a permit be obtained, Grantee will seek coverage for Grantor for those actions that Grantor undertakes pursuant to this Agreement.

6.4.3 No Grantor Liability. Grantor shall have no liability for, and Grantee shall indemnify, defend, and hold the Grantor Indemnified Parties (as defined in Section 14.1) harmless from any all Losses (as defined in Section 14.1) resulting from (i) Grantor signing or otherwise authorizing the submission of the Permits; (ii) Grantor consulting with or giving advice to Grantee with respect to Permits or Legal Requirements; (iii) Grantor's cooperation regarding the Permits; or (iv) any consequences from communications between Grantor and the federal agency(ies) pursuant to Section 6.4.2. Nothing with respect to this

Agreement or actions taken by Grantor with respect to this Agreement shall be construed to make Grantor responsible for a subsequent assertion of ESA liability or responsibility on the part of Grantee, whether such assertion is made or brought by an enforcing agency or other person or entity.

6.5 Timber Removal.

(a) Grantee's determination of the acreage of the Easement Area shall include all area to be cleared and disturbed for the installation of the Project Improvements, Substation, Transmission Facilities, Crane Road, roads, and drainage (the "**Timber Removal Area**"). Delivery by Grantee to Grantor of the Site Plan shall serve as notice for all of Grantee's intended timber harvesting and clearing requirements and timelines ("**Timber Removal Notice**").

(b) Grantee shall be solely responsible for harvesting and clearing all timber (except Hardwood Pulp), stumps, debris, and plant matter within the Timber Removal Area; provided, that Grantee under no circumstances shall harm, damage, clear, or harvest any Hardwood Pulp on the Easement Area. Grantor shall be solely responsible for harvesting and clearing any Hardwood Pulp within the Timber Removal Area. "**Hardwood Pulp**" shall be defined per the timber cruise specifications attached hereto and incorporated herein as Exhibit J ("**Timber Cruise Specifications**").

(c) Upon Grantor receiving the Timber Removal Notice from Grantee, Grantor shall have thirty (30) days to review the Timber Removal Notice and provide any comments, including without limitation any concerns regarding Hardwood Pulp removal or the Timber Removal Area. The Parties shall then endeavor to reach a mutual agreement on the Timber Removal Area within a commercially reasonable timeframe. Once Grantee and Grantor reach such mutual agreement, Grantor shall perform a timber cruise pursuant to the Timber Cruise Specifications of all timber in the Timber Removal Area at Grantor's expense and with a cruising contractor selected by Grantor in Grantor's sole and absolute discretion. The timber cruise will determine the volume in tons of softwood saw timber, softwood fiber, and hardwood saw timber (collectively, the "**Sale Timber**"), as well as the Hardwood Pulp, in the Timber Removal Area. Upon the completion of the timber cruise, the Parties shall designate mutually agreeable timber harvest start and end dates in compliance with the MFPA (defined below), with such period being the "**Timber Harvest Period**".

(d) Prior to the commencement of the Timber Harvest Period, the Parties shall enter into a timber deed in a mutually agreeable form (the "**Timber Deed**"), quitclaiming title to and risk of loss of the Sale Timber from Grantor to Grantee solely for the duration of this Agreement. The Parties acknowledge and agree that the Timber Deed shall include, without limitation, the following terms: (a) All title to the Sale Timber, both standing and felled, reverts back to Grantor automatically, without any additional release documentation or consideration required, upon the expiration or termination of this Agreement with no liens or encumbrances; (b) Grantor makes no warranties of title, merchantability, or quality regarding the Sale Timber and such Sale Timber is being conveyed "as is, where is"; and (c) The Timber Deed shall not be assignable independent of this Agreement.

Contemporaneously with the mutual execution and recording of the Timber Deed, Grantee shall pay to Grantor a non-refundable payment for the volume of Sale Timber, as designated in the timber cruise performed under Section 6.5(c) above, pursuant to the tonnage valuation table attached hereto and incorporated herein as Exhibit J ("**Timber Deed Payment**"). Under no circumstances may Grantee harm, damage, clear, or harvest any Sale Timber prior to the Parties' mutual execution and recording of the Timber Deed and Grantor's receipt of the Timber Deed Payment.

(e) For all Sale Timber and Hardwood Pulp harvesting and hauling on the Easement Area, the Parties acknowledge and agree that they will select one contractor that is mutually agreeable to each Party to perform the harvesting and hauling work for both the Sale Timber and Hardwood Pulp in the Timber Removal Area. During the Timber Harvest Period, Grantor and Grantee will increase the frequency of their progress meetings pursuant to Section 6.3 as needed to facilitate the coordination and phasing of the Parties' respective clearing and harvesting activities on the Easement Area.

6.6 Maine Forest Practices Act Compliance. All timber removal and forest management activities caused or performed by the Parties shall comply with the Maine Best Management Practices, Maine Forest Practices Act ("**MFPA**"), all sustainability forest standards promulgated by the Sustainable Forestry Initiative, and all other rules and regulations of the Maine Forest Service, Maine Department of Agriculture, Conservation, and Forestry, and Maine Department of Environmental Protection. The Parties shall clean up or otherwise dispose of all slashing and debris created by the Parties, respectively, on the Easement Area as soon as may be practicable and in such manner and at such times as are provided by law and reasonably acceptable to Grantor.

(a) Grantor and Grantee shall work collaboratively and in good faith to ensure coordination with the Maine Forest Service and compliance with the MFPA, especially in light of Grantee's intended use of the Easement Area for the Project. Grantee shall not commence any harvesting, clearing, or hauling activities on the Easement Area without first obtaining adequate assurance from the Maine Forest Service that the planned activities, Project, and any other activities of Grantee on the Easement Area are compliant with the MFPA.

6.7 Pre-Construction Activities.

6.7.1 Engineering and Construction Drawings; Field Reviews. Grantee shall prepare engineering and construction drawings for all Project Improvements, and shall provide copies to Grantor as they are prepared. In connection with finalizing the drawings to be used for permitting and/or construction, Grantee shall conduct a field review with Grantor regarding the proposed on-site locations of the Project Improvements and Road Improvements to be constructed on the Easement Area or Additional Easement Areas. To the extent that Grantee receives comments from Grantor on such drawings prior to such field review, Grantee will revise such drawings to adjust the planned locations of the Project Improvements and Road Improvements to minimize the impacts on Grantor's ongoing and future management of the Property, provided that the adjustments do not materially impact expected performance or cost of the Project Improvement in question.

6.7.2 Pre-construction Site Restoration Estimate. No less than sixty (60) days prior to commencement of construction of the Project Improvements, Grantee shall provide Grantor with a draft "**Site Restoration Plan**", which shall describe the material steps to be taken to satisfy the decommissioning of the Project Improvements as described in Section 17.0 and shall provide a budget estimate for all costs likely to be incurred during the Decommissioning Period, which estimate shall be prepared or reviewed by an independent qualified engineer selected by Grantor at no cost to Grantor. Upon approval of the Site Restoration Plan, Grantee may use the cost estimate to satisfy its performance security measures required by Section 17.0.

6.8 Construction. Grantee shall provide its Commencement of Construction Notice no less than thirty (30) days prior to commencement of construction. Once construction of the Project Improvements is commenced, Grantee shall pursue completion of construction thereof with all due diligence. All Project Improvements shall be constructed in a professional, workmanlike manner in full compliance with the terms of all Permits, as mandated by the Legal Requirements, and consistent with all approvals of or reviews conducted by Grantor as provided for in this Agreement. Other than removal of timber by Grantor under Section 6.5, all work and other activities in relation to the construction of the Project Improvements shall be the sole responsibility, and at the sole expense, of Grantee. Except to the extent that it would contravene a Legal Requirement, terms or conditions of a Permit, or this Agreement, including without limitation this Section 6.8.1, Grantee shall adhere to commercially reasonable and prudent practices in the wind industry for construction management of wind power projects.

6.8.1 Road Standards. The Crane Road and all roads to be constructed, re-constructed, realigned or otherwise altered under the Road Easement shall meet all Grantor safety and engineering standards as set forth or referenced on Exhibit H (except where such standards are inconsistent with Grantee's requirements under this Agreement) and accepted Grantor construction practices, in addition to those required under the terms of applicable Permits and all Legal Requirements.

6.8.2 Road Conditions. All Road Improvements shall be completed by Grantee prior to use by Grantee for constructing the Project Improvements. All Road Improvements and the Crane Road shall be properly maintained during construction, and re-graded and restored (including resurfacing and maintenance of all drainage structures as necessary) to put them in a fully functional and maintained condition at the conclusion of the construction of the Project Improvements. All roads must meet, at a minimum, the requirements of the State of Maine Forest Practices rules and Grantor's road standards included in Exhibit H. Project Improvements to be placed in any roadway (both the Crane Road and the roads within the Road Easement Area) shall be buried 3 feet or deeper, with appropriate compaction of fill, and the location of any buried cables shall be conspicuously marked. To the extent feasible, Grantee shall minimize the placement of cables under the running surface of the roads. No Wind Turbine or other Project Improvement shall be sited so as to prevent the use by Grantor of any road on the Easement Area.

6.8.3 Create No Orphan Road Segments. Where a road is being constructed, reconstructed, realigned, or otherwise altered in a manner that isolates an existing road segment (such as an altered road curve) or otherwise renders an existing road segment unnecessary or superfluous to Grantor's needs (as solely determined by Grantor), Grantee shall reclaim such unneeded road segment as reasonably requested by Grantor and put in a condition so that the affected area can be reforested by Grantor.

6.8.4 Maintain Road System Functionality. Where roads being constructed, replaced, re-constructed or otherwise altered intersect or otherwise tie-in to other roads that will continue to serve any of the Property (as determined by Grantor), Grantee shall design and construct intersections with such other roads so that Grantor can continue to use them. In addition, should Grantee construct a road or road segment within the Road Easement that ties into a road on the property of another entity (either an existing road or road to be constructed on the property of the other entity), Grantee shall use commercially reasonable efforts to acquire rights for Grantor to use such road on the other entity's property for all lawful purposes, including without limitation forest management purposes, subject to Grantor's prior agreement to equitably share with Grantee the costs of acquiring such rights for Grantor.

6.8.5 Road Use by the Parties during Construction. During the construction period, Grantee shall be responsible for the Crane Road and all roads within the Road Easement Area, including any and all maintenance needs on such roads, except as provided for in this Section 6.8.5. Grantee shall be responsible for any and all winter weather maintenance (including snow plowing, if applicable) and shall promptly repair any damage done to the roads. Grantee shall be responsible for dust control to preclude fugitive road dust from reaching the property of adjoining landowners. Grantor may make administrative use of the roads during construction without contributing to maintenance costs. Grantor reserves the rights to use all roads for all emergency purposes and under other exigent circumstances, and for timber salvage. If Grantor wishes to use the Crane Road or the roads within the Road Easement for timber harvesting purposes during construction, the Parties shall develop and mutually agreeable plan for the same, including (i) the allocation of road maintenance costs between the Parties based on their respective road usage, and (ii) maintaining safe operations during any such period of shared use.

6.8.6 Slash abatement and other debris. All slash and other woody debris shall be disposed of in a manner in accordance with the State of Maine Forest Practices rules as well as environmental laws and other Legal Requirements, and as approved by Grantor.

6.8.7 Construction Safety and Fire Prevention. Grantee shall comply with the safety requirements and program set forth in Exhibit F and the fire control requirements of Exhibit G.

6.8.8 Construction Security. Grantee shall be solely responsible for establishing and maintaining security measures during construction. Prior to commencement of construction, Grantee shall prepare a security plan for the construction

period, which shall be implemented at the sole cost of Grantee. At a minimum, such plan shall provide for the following measures or elements: guards, law enforcement liaison, telephonic and radio communication systems and procedures, training, and emergency access procedures. The location of any fences and the location and design of any and all gates shall be reasonably approved in advance by Grantor.

6.9 Rock for Construction of Roads and other Project Improvements.

6.9.1 Excavated Rock. To the extent that Grantee necessarily excavates rock incident to, and as a requirement of, the construction of roads and Wind Turbine foundations, such rock may be used by Grantee for construction of Project Improvements, without any additional payment for such rock.

6.9.2 Additional Rock on the Easement Area. To the extent that Grantee needs additional rock for the construction of the Project Improvements, and desires to source such rock from the Easement Area, Grantee will work in cooperation with Grantor to find additional rock sources on the Easement Area to fulfill such requirements. Any such mining site must be approved in writing by Grantor in advance. Grantee shall prepare an operating plan and reclamation plan for such location(s), which plans must satisfy all Legal Requirements and the requirements of any required Permit. Upon review and approval of such plans by Grantor (and the obtaining of any required Permits, which shall be at Grantee's sole cost), Grantee may mine rock and produce gravel or other aggregates required for construction as provided for in the operating plan. The operating plan shall also require that Grantee either pay a road maintenance fee for all roads used for rock transport (other than the roads covered by the Road Easement and the Crane Road) or the payment of a road use fee as agreed to by the Parties to cover the impacts of Grantee's rock transport. Unless otherwise agreed to in writing, Grantee shall pay Grantor (or a Grantor subsidiary, as applicable) a production royalty of One Dollar Fifty Cents (\$1.50) per cubic yard of rock produced and removed from the mining site(s) under this Section 6.9.2; such payment shall be made within twenty (20) days following the end of each month in which rock was removed from the mining site(s). The foregoing rate will be subject to adjustment annually (beginning in the fourth calendar year after the year of the Effective Date) in proportion to the change in the CPI-U during the preceding calendar year, provided that the rate shall not be less in any year than it was in the previous year.

6.9.3 Additional Rock outside of the Easement Area. If and to the extent that Grantor identifies and approves the use of a source of rock on Grantor land outside of the Easement Area that Grantee wishes to use for the Project Improvements, the Parties will execute Grantor's standard form of mining lease (which may be executed by a Grantor subsidiary), which shall provide for compensation (royalty and road use fees) on the same basis as provided for in Section 6.9.2.

6.10 No Grantor Liability for Review. Grantor shall not be liable to Grantee, its contractors or suppliers, or to any other person for or on account of (i) any review, objection, recommendation, approval, failure to recommend or object, or any other act or failure of Grantor to act with respect to any engineering or construction plans or drawings reviewed

by Grantor, (ii) the requirement in this Agreement that a Project Improvement meet a Grantor standard, or (iii) any field-based or other review or approval by Grantor of or pertaining to any of the Project Improvements, whether a matter of location, design, construction method or means, or otherwise. Such limitation on liability of Grantor shall not affect Grantee's rights under Section 6.2.2 respecting review and/or approval by Grantor, upon which Grantee shall be entitled to rely, but in all cases Grantor shall have no liability for any property damage, personal injury, including death, or in relation to the performance or any or attribute of any Project Improvement.

6.11 No Site Support Services. Other than as expressly provided for in this Agreement, Grantor shall not be responsible for any matter in support of the construction of the Project Improvements, such being the sole responsibility of Grantee. Without limiting the generality of the foregoing, Grantor shall not be responsible for providing any utilities, power, water, sewer, telephone or other support services.

6.12 Layout Drawings. Within ninety (90) days following completion of construction of each major element of the Project Improvements, Grantee shall provide Grantor with copies of the final "construction record" drawings showing locations and dimensions of the Project Improvements.

7.0 OPERATING PERIOD.

7.1 Grantee's Responsibility. Subject only to the terms of this Agreement (including Section 7.3), the operation, maintenance, repair, and protection of the Project and all Project Improvements are the sole responsibility of Grantee, and shall be accomplished at Grantee's sole cost and expense. Grantor shall not be responsible for any matter in support of the Project Improvements, such being the sole responsibility of Grantee.

7.2 Operation and Maintenance Plans and Manuals. As Grantee develops draft operations and maintenance plans and manuals, it shall share copies with Grantor. No less than thirty (30) days prior to the commencement of operations, Grantee shall provide a final "**Operating Plan**" for review by Grantor, which shall address the following subjects at a minimum:

7.2.1 Health and Safety. Grantee shall address all matters identified in Exhibit E, tailored to the circumstances of the Operating Period.

7.2.2 Fire Prevention and Control. Grantee shall address all matters identified in Exhibit G, tailored to the circumstances of the Operating Period.

7.2.3 Security Plan. Grantee shall address all matters as required to be addressed in Section 6.8.8, tailored to the circumstances of the Operating Period.

7.2.4 Scope of Review. Grantee shall, in good faith, take into account any recommendations or comments by Grantor on the Operating Plan.

7.3 Road Use and Maintenance Agreement. No less than thirty (30) days prior to the commencement of operations, Grantee and Grantor shall confer and develop a mutually agreed-upon road maintenance plan and agreement for the Operating Period. Final discretion with respect to such plan shall be exercised by Grantor, provided that Grantee is assured use of the Road Easement Area and the Crane Road sufficient to perform all necessary maintenance and repair functions on the Project Improvements. Under the plan, (i) Grantee and Grantor shall share in the road maintenance costs in proportion to their use of the roads covered by the Road Easement and the Crane Road; and (ii) at Grantor's discretion, either Grantor or Grantee shall be designated as the responsible party for maintenance of these roads (or segments thereof), with the other Party to be billed on a periodic basis for their proportional share of maintenance and repair costs (based on usage), provided that Grantee shall be responsible for any and all snow plowing it needs to maintain winter access to the Project Improvements and all such snow plowing (and cost of any and all repairs necessitated by snow plowing) shall be at Grantee's sole cost and expense.

7.4 Annual Operational Review. From time to time as needed, and no less than annually, the Parties shall review their respective upcoming operations on the Easement Area to coordinate their respective activities, including without limitation maintenance of Project Improvements, timber and other forest product harvests, road maintenance, and other Grantor operations and activities. From time to time, Grantor may make exclusive use of a road covered by the Road Easement, and shall designate alternate routes for use by Grantee during such time and, if necessary, contingency plans for Grantee to access Project Improvements during exigent circumstances.

7.5 Periodic Reviews. No less than once every five (5) years, upon the request of either Party, the Parties shall review the Operating Plan and supporting documents and other procedures to ensure their continued timeliness and efficacy in facilitating the coordination of both Parties' activities and safe operation of the Project by Grantee.

8.0 LEGAL COMPLIANCE, SAFETY, FIRE PREVENTION AND CONTROL.

8.1 Legal Compliance. Grantee shall at all times comply with all laws, rules, regulations, orders, ordinances and other requirements of federal, state, local and other governmental bodies with respect to this Agreement ("**Legal Requirements**"), including, without limitation, all environmental laws, all laws in relation to any Hazardous Substance (as defined in Section 19.4) under the control of such Party, the Forest Practices Act and rules, and all safety and fire control laws. If any of Grantee's activities authorized by this Agreement contravenes a Legal Requirement, the Legal Requirement must be adhered to, and Grantee shall have no claim against Grantor on account thereof.

8.2 Contest of Legal Requirements. Grantee shall have the right, after prior written notice to Grantor, to contest the validity of any Legal Requirements imposed or sought to be imposed on Grantee or the Project (whether brought by a governmental body or otherwise) by appropriate legal proceedings, provided that Grantor shall not be exposed to any civil or criminal liability as a result of any such legal contest.

8.3 Indemnification. Grantee shall indemnify, defend and hold the Grantor Indemnified Parties harmless from any and all loss, claims and expenses (including reasonable attorneys' and experts' fees) resulting from (i) a failure or claimed failure of Grantee (or its agents or contractors) to adhere to any Legal Requirements or (ii) any contest by Grantee of any Legal Requirements as set forth in Section 8.2.

8.4 Notice of Claims. Grantee shall give Grantor prompt notice of any claim asserted or threatened to be asserted by any governmental body or other person or entity in relation to activities conducted under or contemplated by this Agreement.

8.5 Additional Safety and Fire Prevention and Control Requirements.

8.5.1 Comply with Grantor Safety and Fire Control Requirements. In addition to complying with all safety and fire control laws, Grantee shall at all times adhere to the safety and fire prevention and control requirements of Grantor that are otherwise applicable to operations in the Property and Easement Area, as those requirements may be updated from time to time. Grantor's current policies are attached as or referred to in Exhibits F and G, and may be amended and revised, from time to time, by Grantor with prior notice to Grantee. Grantee shall conduct such safety and fire prevention and control training for its employees, contractors and suppliers as Grantor may reasonably request. Under no circumstance shall Grantor be liable for any losses or damage to the Project Improvements caused by third parties, including without limitation, hunters, fishermen and other recreational users of the Property (including invitees), trespassers, or other person or entity.

8.5.2 Temporary Cessation of Wind Turbines for Operational Safety Issues. If and as reasonably necessary to ensure the safety of Grantor's operations on the Easement Area, Grantor may request that Grantee temporarily cease operation of one or more Wind Turbines for the minimum period of time necessary for Grantor to conduct timber harvest operations or other activities on the Property adjacent to such Wind Turbine(s) without endangering the safety of persons or property, such as overhead or nearby helicopter operations. Grantor will give Grantee as much notice as reasonably practicable, but not less than seventy-two (72) hours' advance notice of any such request, and shall cooperate with Grantee with respect to scheduling the curtailments to cause the least reduction in revenue generation as feasible.

8.5.3 Temporary Cessation of Operations for Emergency Conditions. Upon the reasonable request of Grantor, Grantee agrees to cease operation of one or more Wind Turbines as reasonably necessary to address an emergency situation on the Easement Area or to enable Grantor to take actions to prevent damage to its property, including without limitation forest fires. In such instance, Grantor will use all due diligence to address the emergency situation promptly so that Grantee may resume operation of the Wind Turbines as soon as practicable.

8.6 Removal of Safety and Fire Risk Violators from the Property. Grantor reserves the right to request that any person employed by Grantee or a contractor or supplier who violates a material safety or fire prevention requirement be permanently

excluded from the Property, and Grantee agrees to take the appropriate actions necessary to exclude such violator from the Property upon such request.

9.0 DATA SHARING; CONFIDENTIALITY.

9.1 Confidentiality. Except as provided for in Sections 9.2 and 9.3, Grantor and Grantee shall maintain in confidence all confidential and proprietary information of the other Party, including the financial terms and payments under this Agreement, Grantor's site, productivity, or timber stand data, harvest plans, wildlife survey data, methods of operation, methods of construction, meteorological data, and the like, provided that such confidential and proprietary information may be shared with a Party's employees, agents, consultants and financing parties, provided that in each case, each person receiving such information shall agree in writing and for the benefit of the Parties to this Agreement to be bound by the terms of this Section 9.1, and such agreements shall be provided to Grantor upon request. The Parties agree that the confidentiality obligation set forth herein shall end four (4) years after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, each Party is authorized to disclose information if compelled by law, and information will not be considered confidential or proprietary for purposes of this Agreement to the extent: (a) such information is now available or becomes available to the public without breach of this Agreement; (b) it was known by the receiving Party before receipt from the disclosing Party; (c) it is independently developed by the receiving Party without use of the disclosing Party's confidential or proprietary information; (d) it is lawfully obtained from a third party that has right to make such disclosure; or (e) it is explicitly approved for release by written authorization of the disclosing Party.

9.2 Data Sharing. At each anniversary of the Effective Date, Grantee shall deliver to Grantor summaries of data collected via the Study Improvements and other meteorological data collected pursuant to Section 2.3, and a copy of the Independent Wind Data Assessment (including any updates thereto). Grantor may use such data internally and share such data with its agents, employees, and consultants subject to Section 9.1. Upon termination of this Agreement and Grantor's request, Grantee shall deliver to Grantor copies of all reports relating to data collected pursuant to Sections 2.2 and 2.3, and, if requested, the raw underlying data (and the foregoing shall no longer be subject to Section 9.1).

9.3 Media Statements. To the extent feasible, Grantor and Grantee shall collaborate regarding any public statements which may identify, name, associate or discuss Grantor and which are made concerning this Agreement, and in no event shall Grantee make any public statement or release regarding the execution of this Agreement without giving Grantor seven (7) days notice and an opportunity to review and approve any portion of the statement or release referring to Grantor or this Agreement. Grantee may nonetheless make such public statements concerning itself and the wind development activities under this Agreement as may be deemed necessary or proper by Grantee so long as Grantor is not named, identified, associated, or discussed in connection therewith, excepting any references to Grantor as the owner of the Property that may be made in any public filings, permit applications or related correspondence, and meetings or hearings held in connection therewith.

10.0 INSURANCE.

10.1 Insurance Coverage. Prior to commencement of any activity under this Agreement, Grantee shall obtain and maintain in full force and effect during the term of this Agreement and during any other period during which Grantee or its successors, agents, and contractors are on the Property, at Grantee's sole expense, the following insurance coverages on Grantee's operations, which insurance shall be by companies with a Best's rating of no less than A-VII and otherwise acceptable to Grantor:

(a) **Commercial General Liability** (occurrence form) (CGL) covering bodily injury and property damage liability, including contractual, products and completed operations; and explosion, collapse and underground (xcu) with minimum limits of \$1,000,000 per occurrence, \$1,000,000 Aggregate Products - Completed Operations, and \$1,000,000 General Aggregate; Grantor shall be designated as an Additional Insured to be evidenced by delivery of a copy of the Additional Insured Endorsement and included with or attached to the Certificate of Insurance. Grantee's insurance or self-insurance shall be primary and non-contributory. Grantor's insurance or self-insurance is excess over all other available coverage;

(b) **Business Automobile Liability** (BAL) covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per accident for bodily injury and \$1,000,000 property damage or combined single limit of at least \$1,000,000;

(c) **Workers' Compensation** insurance providing benefits as required by law;

(d) **Employer's Liability** (EL), also known as Stop-Gap liability, with a minimum limit of \$500,000 per accident or illness;

(e) **Umbrella Liability** (occurrence form) covering bodily injury and property damage and applying above the CGL, BAL and EL referenced above with minimum limits of \$10,000,000 per occurrence and \$10,000,000 annual aggregate;

(f) **Pollution Legal Liability Insurance** with minimum limits of \$10,000,000 per claim and \$10,000,000 annual aggregate.

(g) **Builders Risk Insurance** providing coverage for all-risk or special form perils and to include delay in completion coverage. The Builders Risk policy(ies) shall include coverage for loss or damage caused by the perils defined as fire, lightning, wind, hail, explosion, aircraft, vehicles, theft, vandalism, malicious mischief, collapse, earth movement, volcanic eruption, mudflow, subsidence, sinkholes, flood, water damage, and windstorm; and coverage is to include loss from direct physical damage and delay in startup due to insured perils. Coverage is to extend to cover all Project Improvements including but not limited to towers, Wind Turbines, road work, road construction, bridges, culverts, retention areas,

underground and vertical installations, transformers and other electrical equipment, and all other work and equipment destined for installation and erection at the sites.

(h) Property Insurance providing coverage for all-risk or special form perils to include replacement cost coverage for Project Improvements owned, leased, installed, constructed, maintained by the Grantee or in the possession of the Grantee. Perils insured shall be on an all-risk, special form, or equivalent policy form and include coverage for loss or damage caused by the perils of fire, lightning, wind, hail, explosion, aircraft, vehicles, theft, vandalism, malicious mischief, collapse, earth movement, volcanic eruption, mudflow, subsidence, sinkholes, flood, water damage, windstorm, mechanical breakdown, and electrical breakdown. Such coverage shall include protection from loss from direct physical damage and business interruption due to insured perils. Coverage shall extend to all Project Improvements including but not limited to towers, turbines, road work, road construction, bridges, culverts, retention areas, underground and vertical installations, transformers, other electrical equipment, and all work and equipment installed or erected at the sites owned by Grantor and leased to Grantee.

10.2 Certificates of Insurance. Grantee shall furnish Grantor with certificates of insurance evidencing the coverages required in Section 10.1, and Grantee shall require its insurance carriers to give Grantor at least thirty (30) days written notice prior to any change in or cancellation of coverage, in whole or in part. Any failure of Grantee's insurance carrier to give such notice shall be a default by Grantee. Grantor shall be designated as an Additional Insured evidenced by copy of Additional Insured Endorsement(s). Grantee's insurance shall be primary and non-contributory. All insurance or self-insurance of Grantor and its affiliates shall be excess of any insurance provided by Grantee. Nothing in this Section 10 shall reduce Grantee's obligations under this Agreement. Grantee's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement. The required insurance limits are minimums and will not limit the insurance available to Grantor as an Additional Insured.

10.3 Performance and Payment Bonds; Closing of Financing. Prior to commencement of construction of the Project Improvements on the Easement Area, Grantee shall deliver to Grantor either: (A) letters of credit, performance and payment bonds or other security reasonably satisfactory to Grantor to assure performance of all obligations under this Agreement (during the construction period) and payment to Grantee's contractors, subcontractors and vendors in an amount equal to 100% of contract values, or (B) evidence reasonably satisfactory to Grantor of the closing of construction financing for the Project construction and the ability of Grantee to satisfy any reasonable and customary conditions to the draw down of funds for construction of the Project and of any letters of credit, performance or payment bonds or other security provided to the construction lenders to evidence the availability, as of the construction financing closing date, of equity required to fund the equity contributions required to be made during the construction period, together with such assurances as Grantor deems sufficient in its reasonable judgment to ensure agreement continuance during the period of construction.

10.4 Contractors / Subcontractors of Grantee. In connection with each contract and subcontract entered into by Grantee for construction of any Project Improvement, Grantee shall require the following insurance coverages:

(a) Commercial General Liability (occurrence form), covering bodily injury and property damage liability, including contractual, products and completed operations and including coverage for explosion, collapse and underground (xcu) with minimum limits of \$5,000,000 per occurrence, \$5,000,000 Aggregate Products - Completed Operations, and \$5,000,000 General Aggregate; Grantor, Grantee and Grantee's Mortgagees shall be designated as Additional Insureds for both the completed operations and the ongoing operations of the contractor, to be evidenced by delivery of a copy of the Additional Insured Endorsement and included with or attached to the Certificate of Insurance. Insurance or self-insurance of contractors and subcontractors shall be primary and Grantor's insurance or self-insurance is excess over all other available coverage;

(b) Loggers Broad Form covering property damage loss to timber, whether standing or otherwise, owned by Grantor or its customers and being cut, harvested, or otherwise removed or transported by contractors and/or subcontractors. Loggers Broad Form coverage is to be carried by those contractors and subcontractors performing such work on behalf of Grantee. Limits of coverage shall be a minimum of \$1,000,000 each occurrence and \$1,000,000 annual aggregate;

(c) Business Automobile Liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per accident for bodily injury and \$1,000,000 property damage or combined single limit of at least \$1,000,000;

(d) Workers' Compensation insurance providing benefits as required by law;

(e) Employer's Liability (EL), also known as Stop-Gap liability, with a minimum limit of \$1,000,000 per accident or illness;

(f) Umbrella Liability (occurrence form) covering bodily injury and property damage and applying above the CGL, BAL, EL, and Loggers Broad Form referenced above with minimum limits of \$10,000,000 per occurrence and \$10,000,000 annual aggregate;

(g) Contractors Pollution Legal Liability insurance with minimum limits of \$10,000,000 per claim and \$10,000,000 on the project to cover work of the Grantee, its contractors and all subcontractors.

11.0 LIENS AND ENCUMBRANCES.

11.1 Grantor Not Liable. In no case shall Grantor be liable for any labor, services or materials furnished to Grantee by any contractor, subcontractor (at any tier), supplier, or consultant.

11.2 Construction Liens. Grantee shall not permit any mechanics, construction, or other lien or encumbrance to be filed or imposed against the Easement Area or the Property for labor, services, supplies, equipment or materials purchased by Grantee or as a result of Grantee's activities under this Agreement. If any lien or encumbrance shall at any time be filed or imposed against the Property, the Easement Area or the fee estate or reversionary interest of Grantor therein, Grantee shall cause the lien or encumbrance to be discharged of record or bonded over within sixty (60) days after notice of the filing or imposition by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Grantee fails to cause the lien or encumbrance to be discharged within the sixty (60)-day period, then in addition to any other right or remedy of Grantor, Grantor shall be entitled but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, Grantor shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by the lien or and to pay the amount of the judgment for and in favor of the lienor with interest, costs, and allowances if Grantor elects to take this action. All amounts paid by Grantor and all of its costs and expenses in connection with the actions taken by Grantor, including court costs, reasonable attorneys' fees, and interest at twelve percent (12%) per annum, shall be paid by Grantee to Grantor promptly on demand by Grantor.

12.0 TAXES.

12.1 Taxes and Other Charges Imposed on Grantee. Grantee shall be solely responsible for payment of all taxes, assessments, duties and other similar charges assessed or levied against Grantee or on account of the Project Improvements or this Agreement, including without limitation any and all activities related to their design, construction, operation and decommissioning. Grantee will also pay when due all charges for gas, water, electricity, telephone services and other utilities obtained and used by Grantee on the Easement Area.

12.2 Taxes Imposed on Easement Area or Grantor. Grantee shall pay any increase in real property taxes and any deferred real property taxes and related penalties or charges, including, but not limited to, any rollback taxes, or Tree Growth Tax Law (36 M.R.S. § 571 et seq. ("TGTL")) withdrawal penalties levied or assessed against the Property and attributable to the installation, construction or presence on the Property (including the Easement Area) of Project Improvements installed or owned by, or otherwise under the control of Grantee. Subject to this Section 12.2, Grantor shall pay when due all property taxes and other amounts that may become due respecting the Property, provided, however, Grantee shall be required to prepare all plans and filings for withdrawal of the Easement Area and Additional Easement Areas from TGTL that are attributable to the Grantee's Project Improvements and activities on the Property, and pay directly to the assessing authority any fee, penalty or assessment related thereto. Grantee may contest the legal validity or amount of any taxes or assessments payable by it hereunder, and may institute such proceedings as Grantee considers necessary or appropriate in connection therewith, in the name of Grantor (but only if the same is required), and with its reasonable cooperation, and may withhold or defer payment thereof or pay the same under protest, subject to the requirements of Section

11.0. The Parties will cooperate with each other in arranging for any necessary segregation of taxes.

12.3 Tax Incentives. Grantor acknowledges that Grantee may desire to seek, at Grantee's sole cost and expense, certain economic development incentives, including, but not limited to, ad valorem tax abatements, in connection with Grantee's decision to locate and operate the Project and the Improvements on the Easement Area. All such incentives, including tax abatements, shall accrue to the benefit of Grantee. Grantor agrees that it will reasonably cooperate with Grantee's efforts to obtain such incentives, at Grantee's sole cost and expense, but Grantee acknowledges and agrees that Grantor shall have no other obligation with respect to such incentives, and in no event shall Grantor be required to convey its fee title to the Easement Area to any governmental agency or authority. All costs and expenses incurred by Grantor in connection with following Grantee's instructions or otherwise in connection with obtaining and implementing such economic development incentives, including without limitation, reasonable attorneys' fees and expenses incurred by Grantor's counsel in connection with such transaction, shall be paid for by Grantee as additional rent hereunder. Grantor shall have no liability or responsibility whatsoever with respect to any fees or payments in lieu of taxes, or in the event the abatement shall be deemed unenforceable or unavailable at any time during the Term of this Lease, and the risk thereof shall be the sole responsibility of Grantee. Grantee shall and does hereby agree to indemnify, defend and hold harmless Grantor and Grantor's Related Persons, from and against any and all losses, costs, expenses, damages, liabilities, suits, actions, recoveries and judgments of every nature or description (including, without limitation, reasonable attorneys' and experts' fees and disbursements), incurred in connection with, arising out of or resulting from: (i) any application, agreement, document or instrument initiated by Grantee evidencing or relating to any incentives or tax abatement; (ii) any default by Grantee in the performance of any of the terms, covenants or conditions of any such application, agreement, document or instrument; and (iii) any charges against the Grantee or Grantor on account of the Project and/or Improvements installed on the Easement Area. The foregoing indemnity shall survive the expiration of the Term or the earlier termination of this Lease.

13.0 ASSIGNMENT AND SUBLETTING.

13.1 By Grantee. Except as provided elsewhere herein, Grantee may not assign this Agreement, grant any sub-easement or interest in the Easement Area, or grant any sub-easement or interest in the Transmission Easement, Road Easement or any other portion of the Property that is the subject of or affected by this Agreement, in whole or in part without the prior written consent of Grantor, and any attempt to do so without Grantor's consent shall be of no legal effect. Grantor shall not unreasonably withhold or delay its consent, provided that in the case of an assignment or sub easement to any entity that is to own the Project, Grantee shall demonstrate, to the reasonable satisfaction of Grantor, that (i) such proposed assignee or sub-Grantee or any controlled affiliate or contractor that is to be responsible for development and/or operation of the Project has in the sole reasonable determination of Grantor at least five (5) years' successful experience in developing and operating wind energy facilities; and (ii) the proposed assignee or sub-Grantee has the

financial ability to meet the obligations of this Agreement. So long as Grantee is then in compliance with its obligations under this Agreement and has made all payments hereunder, Grantor and Grantee, upon Grantee's request, shall execute a mutually acceptable form of release of Grantee from all of its obligations under this Agreement. In no case will Grantee seek to make an assignment of a part of this Agreement such that the Wind Turbines would be operated by more than one entity. Notwithstanding the foregoing, no consent shall be required for changes to the ownership or membership of Grantee that does not result (by one or a series of transfers) in a (direct or indirect) change of control of Grantee, and Grantee may assign this Agreement without Grantor's consent in connection with a corporate reorganization that does not result in a change in control of the beneficial ownership of a Grantee entity.

13.2 By Grantor. Without the consent of Grantee, Grantor may assign this Agreement to a subsidiary or affiliate (including without limitation Weyerhaeuser NR Company), in whole or in part, and may assign this Agreement in whole or in part to a purchaser of the Property or a portion thereof or interest therein covered by this Agreement or the Additional Easements. Grantor may also assign or otherwise transfer to a subsidiary any of its rights to timber located on the Easement Area, the Additional Easement Areas or elsewhere on the Property. Grantor will provide Grantee with written notice of any of the foregoing assignments, but failure to do so shall not affect the validity of the assignment. Grantor may also grant third parties rights of use on and over the roads within the Road Easement Area and the Crane Road, in accordance with the terms of this Agreement, provided that during the Development Period, Grantor will provide notice thereof and shall require such user(s) to coordinate their use with Grantee.

14.0 LIABILITY AND INDEMNIFICATION.

14.1 LIMITATION OF LIABILITY. GRANTOR AND GRANTOR'S RELATED PERSONS SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, DAMAGES, COSTS, DEATH OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY (A) ARISING BY OR FROM GRANTEE'S ACTIVITIES OR OPERATIONS (1) ON THE PROPERTY (INCLUDING WITHOUT LIMITATION THE EASEMENT AREA AND ADDITIONAL EASEMENT AREAS), (2) IN RESPECT TO THE PROJECT IMPROVEMENTS, (B) WHICH IS OTHERWISE CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF GRANTEE OR ANY OF GRANTEE'S RELATED PERSONS OR (C) ARISING BY OR FROM ANY ACCIDENT, FIRE, OR OTHER CASUALTY ON OR TO THE PROJECT IMPROVEMENTS OR ON THE PROPERTY (THE "LOSSES"). IN ADDITION, GRANTEE, ON ITS OWN BEHALF AND ON BEHALF OF ALL GRANTEE'S RELATED PERSONS, IRREVOCABLY WAIVES: (A) ALL CLAIMS AGAINST THE GRANTOR AND GRANTOR'S RELATED PERSONS FOR ANY LIABILITY FOR ANY LOSSES, CLAIM, DAMAGES, COSTS, DEATH OR INJURY TO ANY PERSON (INCLUDING WITHOUT LIMITATION THE GRANTEE OR GRANTEE'S RELATED PERSONS) CAUSED OTHER THAN BY THE GROSS NEGLIGENCE OR INTENTIONAL ACT OF ONE OR MORE OF GRANTOR OR GRANTOR'S RELATED PERSONS; AND (B) ALL CLAIMS ON ITS BEHALF AGAINST THE GRANTOR OR GRANTOR'S RELATED PERSONS FOR ANY THEFT OF, VANDALISM OR OTHER DAMAGE TO THE PROJECT IMPROVEMENTS OR OTHER PROPERTY OF THE GRANTEE OR THE GRANTEE'S RELATED PERSONS, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM PERSONS

RECREATING ON OR ABOUT THE PROPERTY, INCLUDING CAMPERS, HUNTERS, FISHERS AND OTHERS.

14.2 MUTUAL INDEMNITY. EACH PARTY SPECIFICALLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD THE OTHER PARTY AND SUCH OTHER PARTY'S RELATED PERSONS (AS DEFINED BELOW) HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, EXPENSES, REASONABLE ATTORNEYS' FEES, DAMAGES, LIABILITIES, SUITS, ACTIONS, RECOVERIES AND JUDGMENTS OF EVERY NATURE OR DESCRIPTION, WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE VIOLATION OF ANY STATUTE, ORDINANCE OR REGULATION, INCLUDING BUT NOT LIMITED TO APPLICABLE ENVIRONMENTAL LAWS, U.S. DEPARTMENT OF ENERGY OR LOCAL STATE OR COUNTY REGULATIONS, OR OUT OF THE USE AND OCCUPANCY OF THE EASEMENT AREA OR ADDITIONAL EASEMENT AREAS AND ANY AND ALL OPERATIONS OR OTHER WORK OR SERVICES CONTEMPLATED OR UNDERTAKEN THEREON BY SUCH PARTY OR ITS RELATED PERSONS TO PERFORM THE SAME, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY AND/OR SUCH OTHER PARTY'S RELATED PERSONS. IN EXECUTING THIS AGREEMENT, THE PARTIES EXPRESSLY AGREE TO THE ABOVE INDEMNITY PROVISIONS AND EACH PARTY INTENDS TO SPECIFICALLY BIND ITSELF TO INDEMNIFY THE OTHER PARTY IN EVERY INSTANCE SET FORTH ABOVE. AS USED HEREIN THE TERM "**RELATED PERSONS**" SHALL MEAN ANY AFFILIATES, CONTRACTORS, EMPLOYEES, LESSEES, SUBLESSEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, LICENSEES, INVITEES, GUESTS, DIRECTORS, OFFICERS, SUCCESSORS AND/OR ASSIGNS OF A PARTY.

15.0 CONDEMNATION.

15.1 Interests of Parties. If any portion of the Easement Area or an Easement Area is taken for public or quasi-public purposes by condemnation in any action or proceeding in eminent domain, or is transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Grantor and Grantee in the award or consideration for the taking or transfer and the effect of the taking or transfer on this Agreement shall be governed by this Section 15.0.

15.2 Termination on Total or Partial Taking. In the event Grantor receives notification of any condemnation proceedings affecting the Easement Area, or any part thereof, Grantor will provide notice of the proceedings to Grantee within ten (10) business days. If a condemning authority takes the Easement Area or any part thereof that is sufficient, in Grantee's sole determination, to render the Easement Area unsuitable for Grantee's activities under this Agreement, then this Agreement will terminate as of the date the title vests in the condemning authority; provided however, that if the easement interest in this Agreement is condemned, then the condemning authority will succeed to the interest of the Grantee as provided by law and this Agreement will continue in effect. In the event this Agreement is not terminated by the Grantee as provided for in the previous sentence, then this Agreement shall continue in effect as to the portion of the Easement Area not taken or transferred.

15.3 Allocation of Just Compensation. In the event of an award of just compensation with respect to this Agreement, Grantor and Grantee will each be entitled to an allocation of such award in accordance with their respective interests. Grantor's interest shall be determined by capitalizing the income being received and projected to be received under this Agreement, using a 12% capitalization rate. The Grantee's interest shall be calculated by considering the depreciated value of the Project Improvements in place as an ongoing operation. It is specifically recognized by the Parties that the Grantor's capitalized revenue and the Grantee's improvement value may or may not add up to the amount of the just compensation award. In such a case, the allocation of the award or any settlement shall be based upon the ratio of the Grantor's interest to the Grantee's interest as determined above, with that ratio multiplied times the award or settlement, with each Party to receive their proportionate share of the award.

16.0 FINANCING.

16.1 Mortgages Permitted. Grantee and any Assignee (as hereinafter defined) shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement, the Easement Area, the Wind Turbines or the Project Improvements (each, a "**Mortgagee**").

16.2 Notice of Mortgagees. Whenever Grantee or any Mortgagee has mortgaged or assigned to a Mortgagee any interest in this Agreement or the Easement Area or has conveyed a sub-easement or other interest in the Easement Area pursuant to Section 13.0 above, it will give Grantor notice of the mortgage, assignment or conveyance (including the address of the Mortgagee or assignee for notice purposes), provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Grantor with respect to such mortgage, assignment or conveyance until such notice is given.

16.3 Limitations of Mortgagee Liability. Any Mortgagee or other party who acquires Grantee's interest pursuant to foreclosure or assignment in lieu of foreclosure that does not directly hold an interest in this Agreement, or that holds an interest, lien or security interest in this Agreement solely for security purposes, shall have no obligation or liability under this Agreement prior to the time such Mortgagee or assignee directly holds an interest in this Agreement, or succeeds to absolute title to such interest, or to this Agreement. Any such Mortgagee or assignee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such interest or absolute title.

16.4 Certificates and Consents. Within fifteen (15) business days after written request therefore, Grantor shall execute such estoppel certificates (certifying as to such truthful matters as Grantee or a Mortgagee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case, and that this Agreement remains in full force and effect), consents to collateral assignment and non-disturbance agreements as Grantee or any Mortgagee may request from time to time, which consents shall be given by Grantor in its sole discretion but which shall not be unreasonably

withheld, it being intended that any such estoppel certificates and consent to collateral assignment may be relied upon by any Mortgagee or prospective Mortgagee, or any assignees or prospective assignees of any Mortgagee, or any prospective or actual purchaser or transferee of all or a part of Grantee's interest under this Agreement or any of the Project Improvements.

16.5 Rights of Mortgagee. Any Mortgagee of which Grantor has notice shall, for so long as its mortgage or other security interest is in existence, be entitled to the protections granted in this Agreement and the following rights: (i) to assign its security interest, (ii) to enforce its lien and acquire title to the easement estate by any lawful means; (iii) to take possession of and operate the Project Improvements located on the Easement Area or any portion thereof in accordance with the terms of this Agreement and to perform all obligations to be performed by Grantee under this Agreement, or to cause a receiver to be appointed to do so; (iv) to acquire the easement estate of Grantee by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the easement estate to a third party.

Grantor's consent shall not be required for the acquisition of Grantee's easement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure provided that upon such transfer, such third party (i) pays Grantor any amounts that are due Grantor from Grantee, (ii) delivers evidence of insurance in compliance with Section 10, above, and (iii) agrees in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by Grantee.

16.6 Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies for any alleged default under this Agreement, Grantor shall give written notice of the default to each Mortgagee concurrently with delivery of such notice to Grantee or an assignee, as applicable, specifying in detail the alleged default and the required remedy. In the event Grantor gives any such notice, the following provisions shall apply:

16.6.1 The Mortgagee shall have the same period after receipt of the default notice as is given to Grantee to remedy or cause to be remedied the default plus, in each instance, (i) an additional thirty (30) days after receipt of the default notice in the event of any monetary default (meaning any failure to pay when due any fees or other charges, real property taxes, insurance premiums or other monetary obligation under this Agreement); and (ii) an additional thirty (30) days after receipt of the default notice in the event of any other type of default, provided that such 30-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such default by obtaining possession of the Easement Area (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. Mortgagees shall have the absolute right to do any act or thing required to be performed by Grantee or an assignee under this Agreement, and any such act or thing performed by a Mortgagee shall be as effective to prevent a default under this Agreement and/or a forfeiture of any rights under this Agreement as if done by Grantee or the assignee itself.

16.6.2 During any period of possession of the Easement Area by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the fees and all other monetary charges payable by Grantee or any assignee that have accrued and are unpaid at the commencement of such period and those that accrue thereafter during such period. Following acquisition of Grantee's or an assignee's easement estate by the Mortgagee or its assignee or designee as a result of foreclosure or assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Mortgagee or other party acquiring title to the easement estate shall, as promptly as reasonably possible, commence the cure of all other defaults hereunder and thereafter diligently process such cure to completion, whereupon Grantor's right to terminate this Agreement based upon such defaults shall be deemed waived; provided, however, the Mortgagee or other party acquiring title to the easement estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("**Non-Curable Defaults**"). Non-curable defaults shall be deemed waived by Grantor upon completion of foreclosure proceedings or acquisition of Grantee's or Assignee's interest in this Agreement by such party.

16.6.3 Upon the sale or other transfer of the easement interests acquired pursuant to foreclosure or assignment in lieu of foreclosure, the Mortgagee or other acquiring party shall have no further duties or obligations hereunder.

16.6.4 Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Agreement as long as all Fees and all other monetary charges payable by Grantee under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.

16.7 New Agreement to Mortgagee. If this Agreement terminates as a result of Grantee's default or if the easement estate is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights and, within ninety (90) days after such event, Grantee or any Mortgagee shall have arranged to the reasonable satisfaction of Grantor for the payment of all fees or other charges due and payable by Grantee as of the date of such event, then Grantor shall execute and deliver to such Mortgagee or its Assignee or designee, as the case may be, a new agreement to the Easement Area and Additional Easement Areas that shall be (i) effective as of the date of the termination of this Agreement, (ii) upon the same terms, covenants, conditions and agreements as contained in this Agreement, and (iii) subject to any existing subeasements entered into pursuant to this Agreement, provided that the subgrantees are not then in default. Upon the execution of any such new agreement, the Mortgagee shall (i) pay Grantor any amounts which are due Grantor from Grantee or any subGrantee or assignee, (ii) pay Grantor any and all amounts that would have been due under this Agreement (had this Agreement not been terminated) from the date of termination to the date of the new agreement, (iii) perform all other obligations of Grantee and any assignee or subgrantee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iv) agree in writing to perform, or cause to be performed, all non-monetary obligations that have not been performed by Grantee or

any applicable subgrantee or assignee that would have accrued under this Agreement up to the date of commencement of the new agreement, except those obligations that constitute Non-Curable Defaults.

The provisions of this Section 16.7 shall survive termination of this Agreement and shall continue in effect thereafter and, from the effective date of termination to the date of execution and delivery of such new agreement, such Mortgagee may use and enjoy said Easement Area without hindrance by Grantor or any person claiming by, through or under Grantor, provided that all of the conditions for a new agreement as set forth in this Section are complied with.

Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists an unpaid Mortgagee, and as long as Grantor's fees and other charges payable under this Agreement are being paid, this Agreement shall not be terminated, modified or amended, and Grantor shall not accept a surrender of all or any part of the Easement Area or Additional Easement Areas or a cancellation or release of this Agreement from Grantee, prior to expiration of the Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by each Mortgagee as if it were a party named in this Agreement.

16.8 No Merger. There shall be no merger of this Agreement, or of the easement estate created by this Agreement, with the fee estate in the Easement Area by reason of the fact that this Agreement or the easement estate or any interest in the easement estate may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Easement Area, and all persons (including each Mortgagee) having an interest in this Agreement or in the estate of Grantor and Grantee shall join in a written instrument effecting such merger and shall duly record the same.

16.9 Title Review; Cooperation. Grantor shall cooperate with Grantee to obtain nondisturbance, subordination and other title curative agreements, in a form and containing provisions reasonably acceptable to the Parties, from any person with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the portions of the Property covered by this Agreement or the Additional Easements to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Grantee under this Agreement. If Grantee and Grantor are unable to obtain such agreements from any third party holding an interest in such portions of the Property, Grantee, in addition to any other rights provided for herein, shall be entitled (but not obligated) to make payments in fulfillment of Grantor's obligations to such third party and may offset the amount of such payments from amounts due Grantor under this Agreement. Grantor shall also provide Grantee with any further assurances and shall execute such estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Grantee pursuant to Section 16.4, above.