

Final
03/12/13

TRANSMISSION CORRIDOR EASEMENT

THIS EASEMENT is granted and conveyed by **THORNDIKE & SONS, INC.**, a Maine corporation with a mailing address of 26 South Main Street, Strong, ME 04983 ("**Grantor**"), to **SADDLEBACK RIDGE WIND, LLC**, a Massachusetts limited liability company with a mailing address of 549 South Street, Quincy, MA 02169 ("**Grantee**"), or to its permitted assigns as set forth below.

WHEREAS, Grantor is the owner of certain lands in Dixfield and Canton, Oxford County, Maine described in the following deeds:

- a. Quitclaim Deed from New River-Franklin, Ltd., dated November 16, 2000 and recorded at Oxford County Registry of Deeds, Eastern District in Book 2883, Page 312;
- b. Confirmatory/Release Deed from Thomas R. Dillon, dated April 5, 2012 and recorded in said Registry of Deeds in Book 4834, Page 183;
- c. Quitclaim Deed from Heidi S. Nichols and Lisa S. Brent, dated June 23, 2003 and recorded in said Registry of Deeds in Book 3317, Page 16;
- d. Quitclaim Deed from Sandra Kidder, f/k/a Sandra Kidder Cole, dated June 23, 2003 and recorded in said Registry of Deeds in Book 3317, Page 18; and
- e. Corrective Deed of Sale by personal representative from Richard Morton, Esq., Personal Representative of the Estate of Natalie Sturges Butler, dated October 4, 2012 and recorded in the Franklin County Registry of Deeds in Book 4905, Page 337

("Grantor's Property"); and

WHEREAS, Grantee desires to use a portion of such lands for purposes of preparing, laying, constructing, maintaining, operating, altering, improving and repairing one or more 34.5kV transmission lines on no more than one set of poles in one corridor extending from one or more proposed wind energy projects on land owned or controlled by Grantee or its assigns on Saddleback Mountain in Carthage, Maine, Canton Mountain in Canton, Maine and Colonel Holman Mountain in Dixfield, Maine in accordance with the terms set forth below (the "**Permitted Use**"), which portion is more generally depicted on the Plans attached hereto as **Schedule A** (the "**Plans**") and more particularly bounded and described on **Schedule A-1** (the "**Coordinates**"), and which portion is hereinafter referred to as the "**Transmission Corridor Easement Property**"; and

WHEREAS, Grantee desires to have two means of vehicular and pedestrian access over portions of Grantor's Property to and from the Transmission Corridor Easement Property, one in the north and one in the south, which accesses are generally depicted on said **Schedule A** and more particularly bounded and described on **Schedule A-1** and which portions are hereinafter referred to as the "**Corridor Access Easement Area(s)**".

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, with Quitclaim Covenant (effective as of the time of delivery hereof), (i) a non-exclusive easement (the "**Transmission Corridor Easement**") over and upon the Transmission Corridor Easement Property, for the following purposes: To enter upon the Transmission Corridor Easement Property at any time with men and all necessary tools and machinery for the purposes described herein; to clear vegetation, including timber, to dig holes, to erect, construct,

reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus used or useful for the transmission of electricity, together with their strengthening supports, sufficient foundations and supports, all as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Transmission Corridor Easement Property; the right to excavate, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove, and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity (including but not limited to fiber optics and communication equipment to facilitate transmission of electricity), all as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Transmission Corridor Easement Property; the right within the Transmission Corridor Easement Property and the Corridor Access Easement Areas to use and maintain existing roads and to construct those new roads as the Grantee, its successors and assigns, may from time to time reasonably require to provide access for vehicles and such men, tools or machinery; the right to transmit electricity over said wires, cables or apparatus at such lawful pressure and for such lawful purposes as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use; the right to clear and keep the Transmission Corridor Easement Property and Corridor Access Easement Areas cleared by any lawful means of trees, undergrowth and all other obstructions; and the right to erect and maintain signage, gates, fences, and other barriers within the Transmission Corridor Easement Property as are reasonably necessary to restrict recreational vehicles or other public access from the Transmission Corridor Easement Property; AND (ii) a non-exclusive vehicular and pedestrian ingress, egress and access easement to and from the Transmission Corridor Easement Property to and from public and private roads and other rights described herein over and across the Corridor Access Easement Areas, all as necessary or convenient for the use and enjoyment of the Transmission Corridor Easement (the "Corridor Access Easements").

The Transmission Corridor Easement shall be exercised within the Transmission Corridor Easement Property, being a corridor of varying width. Notwithstanding the foregoing, in the event of any conflict between the description in Schedule A-1 and the final location of the 34.5 kV power line as constructed within the Transmission Corridor Easement Property, the centerline of the 34.5 kV power line as constructed within the Transmission Corridor Easement Property shall determine the centerline of the varying width of said strip.

Together with the nonexclusive right at any and all times to enter on adjacent portions of property of Grantor, within the narrowest practical confines, to cut or trim and remove such trees growing outside the limits of the Transmission Corridor Easement Property and Corridor Access Easements which may, in the reasonable opinion of the Grantee, its successors and assigns, interfere with or be likely to interfere with the activities permitted herein (hereinafter "Danger Trees"). Grantee will provide reasonable advance written notice to Grantor of its vegetation maintenance schedule for the Transmission Corridor Easement Property and Corridor Access Easements.

GENERAL CONDITIONS

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

1. Permitted Use. Grantor conveys the Transmission Corridor Easement and Access Road Easement to Grantee only for the Permitted Use and related uses described above and hereby expressly reserves any and all other rights to the properties encumbered hereby. No other use of any kind by Grantee of the easement rights or the lands described herein will be permitted by Grantor nor may be authorized

or permitted by Grantee. This conveyance is executed and delivered by Grantor without representation or warranty, express or implied, as to the condition of the property or property interest hereby conveyed or as to its fitness, merchantability or suitability for the use or uses permitted hereby or otherwise or as to the existence, non-existence, extent or nature of defects of any kind or character therein or thereon and whether patent or latent.

2. Compliance with Laws. Grantee shall comply, at Grantee's expense, with all applicable permits, licenses, laws, regulations, rules and orders with respect to Grantee's exercise of the easements granted hereunder, and all related equipment, electricity, materials and improvements constructed or operated by Grantee hereunder, regardless of when they become effective. Grantee assumes the full responsibility of obtaining any and all required permits or licenses necessary for its exercise of the easements granted hereunder, and shall fully comply with all of the applicable permits, licenses, laws, rules, regulations, and requirements of any government, authority, agency, commission, or regulatory body ("governmental authority"), particularly (by way of example and not limitation) as the same may relate to protection of the environment, water, and air and the prevention of forest fires.
3. Indemnification. Except to the extent arising from the negligence or willful misconduct of Grantor (or Grantor's employees, agents, or independent contractors), Grantee shall defend, indemnify and hold harmless Grantor from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: (a) Grantee's exercise or non-exercise of its rights under the Transmission Corridor Easement and/or Corridor Access Easement Areas, including, but not limited to, the use of the Transmission Corridor Easement Property and/or Corridor Access Easement Areas by Grantee, its employees, agents, and independent contractors, (b) Grantee's failure to comply with applicable permits, licenses, laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantee's use of the Transmission Corridor Easement or Transmission Corridor Easement Property or Corridor Access Easement or Corridor Access Easement Areas, or (c) any lien on any of Grantor's Property, including but not limited to the Transmission Corridor Easement Property and/or Corridor Access Easement Areas, arising in connection Grantee's operations. The obligations herein shall survive any termination of this Transmission Corridor Easement.

Except to the extent arising from the negligence or willful misconduct of Grantee (or Grantee's employees, agents, or independent contractors), Grantor shall defend, indemnify and hold harmless Grantee from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: (i) the use of the Transmission Corridor Easement Property and/or Corridor Access Easement Areas by Grantor, its employees, agents, and independent contractors, or (ii) Grantor's failure to comply with applicable laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantor's use of the Transmission Corridor Easement Property and/or Corridor Access Easement Areas.

4. Property Taxes. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from (a) personal property of Grantee, or (b) improvements made by Grantee to the Transmission Corridor Easement Property. Grantee shall be

responsible for any penalties arising from withdrawal of any portion of the Transmission Corridor Easement Property or any other lands of Grantor classified under the Maine Tree Growth Tax Law or any similar tax classification arising from the Option to Acquire Easement Agreement among Grantor and Grantee, Grantor's clearing of any portion of the Transmission Corridor Easement Property, any request by Grantor that any properties be removed as provided in the Option Agreement, or this Transmission Corridor Easement. The obligations herein shall survive any termination of this Transmission Corridor Easement. Grantee will put the estimated amount of Maine Tree Growth Tax Law penalty into an escrow account prior to exercising this easement.

5. Clearing Operations. Grantee, at Grantor's option, agrees to either compensate Grantor for any timber harvested for the transmission corridor at the then market value of any stumpage, or Grantee will move all timber harvested to a roadside log landings where Grantor can collect and truck off site. Grantee agrees to give Grantor First Right of Refusal to meet the lowest bid on any harvesting subcontracts on Grantor's Property.
6. Insurance to be Carried by Grantee. During the term of its operations hereunder and this Easement, Grantee shall maintain (a) commercial general liability insurance in an amount not less than \$5,000,000.00 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantee's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, (ii) Grantor reserves the right to periodically increase the foregoing amounts of required coverage to reflect industry standards and customary practices of Grantor, and (iii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained. Prior to exercise of any rights granted herein and thereafter when reasonably requested by Grantor, Grantee shall provide certificates or other proof of such insurance and will list Grantor as additionally insured.

During the term of this Easement, Grantor shall maintain (a) commercial general liability insurance in an amount not less than \$1,000,000.00 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantor's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, and (ii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained. Grantor shall provide certificates or other proof of such insurance upon the reasonable request of Grantee.

7. Protection of Grantor's Property. Grantee shall not allow any Hazardous Substances to be stored, located, discharged, generated, released, possessed, managed, processed or otherwise handled on Grantor's Property, including but not limited to the Transmission Corridor Easement Property, except Hazardous Substances which (a) are stored, generated, discharged, possessed, managed, processed or otherwise handled by Grantee pursuant to validly issued permits issued by the applicable governmental authority which are in full force and effect held by Grantee, or (b) are used, stored,

disposed of and handled in compliance with and in quantities permitted by all applicable Environmental Protection Laws, and Grantee shall comply with all Environmental Protection Laws affecting its use and exercise of the rights conferred herein and its operations hereunder, including those laws regarding the generation, storage, disposal, release and discharge of Hazardous Substances. For purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material in quantity or concentration defined as such in (or for purposes of) or regulated under the Comprehensive Environmental Response, Compensation and Liability Act, any "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Protection Laws"). Grantee assumes all risks and liability of any kind and nature incident to, occasioned by, or resulting in any manner from its use and exercise of the rights conferred herein and its operations hereunder, and agrees to keep the Grantor's Property, including but not limited to the Transmission Corridor Easement Property, duly and fully protected against liens of every character arising in connection with or resulting from the same. The obligations herein shall survive any termination of this Transmission Corridor Easement.

8. Maintenance of Transmission Corridor Easement Property. Grantee shall maintain its improvements and personal property, including without limitation its power line, within the Transmission Corridor Easement Property in good repair. Grantee shall at all times keep the Transmission Corridor Easement Property in safe and clean condition, and Grantee shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, used cans or containers, or other debris on the Grantor's Property, including but not limited to the Transmission Corridor Easement Property, but shall keep the same free and clear of all such refuse. Within a reasonable time after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Transmission Corridor Easement Property, and render the surface of the land to as near its original (cleared) condition as may be practicable.
9. Condition of Transmission Corridor Easement Property. Grantee acknowledges and declares that neither Grantor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Grantor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, upon which Grantee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Transmission Corridor Easement Property or Corridor Access Easement Areas except as may be set forth herein.
10. Successors and Assigns. The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This instrument shall not be binding on any party hereto unless and until the same is executed by all parties hereto. Grantee may, without the prior consent of Grantor, assign, lease, license, or otherwise transfer its rights hereunder (although held in gross) to one or more additional parties or entities, provided that in no case and under no circumstances shall any such permitted assignment(s), lease(s), license(s) or other transfer(s) ever create rights to serve more than three (3) total wind energy projects under this Transmission Corridor Easement. Grantee shall give Grantor written notice of any such permitted transfer and any such permitted transfer shall only be effective upon execution by the permitted transferee of an assumption agreement in form acceptable to Grantor, and Grantee shall further record such documentation as is necessary to evidence any permitted assignment.
11. Notices. All notices, claims, certificates, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if

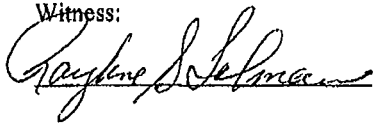
delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the following addresses: if to Grantor, Thorndike & Sons, Inc. c/o Robert Thorndike, 26 South Main Street, Strong, ME 04983; and if to Grantee, Patriot renewables, LLC, 549 South Street, Quincy, MA 02169 (or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above). Each party, its successors and assigns, shall keep the other party advised of its current mailing address and the representative who will handle inquiries and notifications hereunder.

12. Severability. In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this agreement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this agreement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this agreement..
13. Governing Law. This Easement shall be construed and interpreted in accordance with the laws of the State of Maine. All and any disputes arising out of or in connection with this Easement shall be adjudicated in the federal or state courts located in the State of Maine, to whose jurisdiction the parties hereby irrevocably submit for such purposes.
14. Entire Agreement. This Easement, and those provisions of the Option to Acquire Easement Agreement that survive termination of that option agreement, constitute the entire understanding of the parties with respect to its subject matter. This Easement may not be altered or amended except by a writing signed by both parties.

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

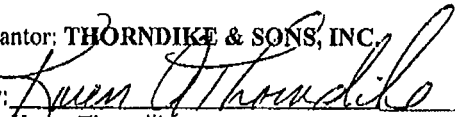
IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 1st day of April, 2013.

Witness:



Grantor: THORNDIKE & SONS, INC.

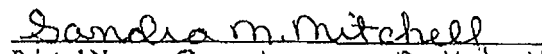
By:


Karen Thorndike
Its President

STATE OF MAINE
COUNTY OF FRANKLIN

Then personally appeared the above named Karen Thorndike, President of Thorndike & Sons, Inc. and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said corporation.

Before me this 1st day of April, 2013.


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

Witness:

Grantee: SADDLEBACK RIDGE WIND, LLC

Lindsay Galbraith

By:

Jay M. Cashman, Manager

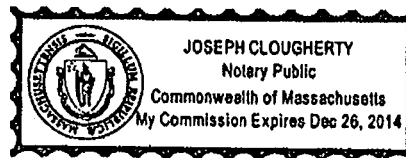
STATE OF MASSACHUSETTS
COUNTY OF NORFOLK

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

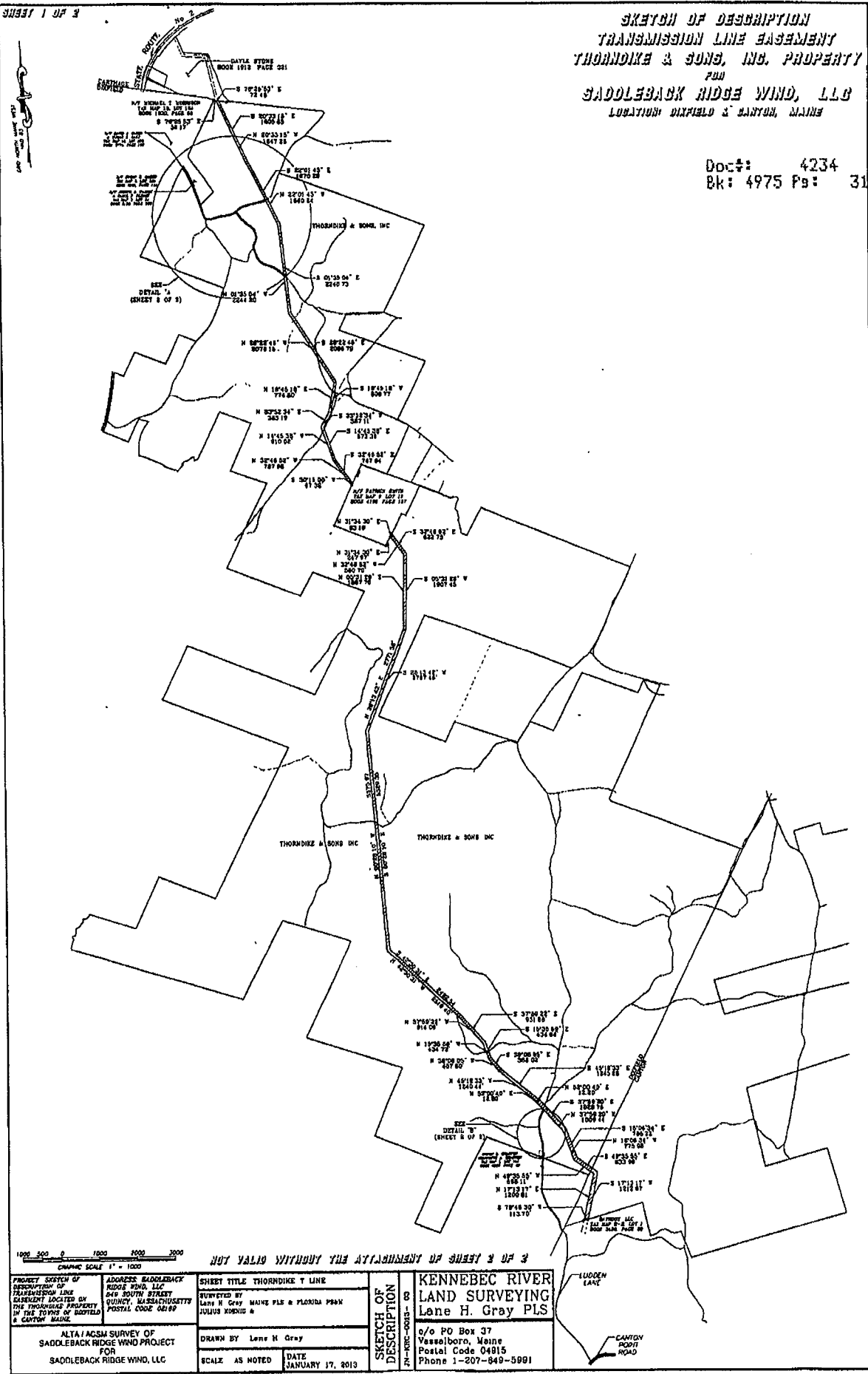
Before me this 5 day of APRIL, 2013.

Joseph Clougherty
Printed Name: Joseph Clougherty
Notary Public

My Commission Expires: 12-26-2014



SCHEDULE A
The Plans



SKETCH OF DESCRIPTION
TRANSMISSION LINE EASEMENT
THORNDIKE & SONS, INC. PROPERTY
FOR
SADDELEBACK RIDGE WIND, LLC
LOCATION: DIXFIELD & CANTON, MAINE

Doc#: 4234
Bk: 4975 Pg: 31

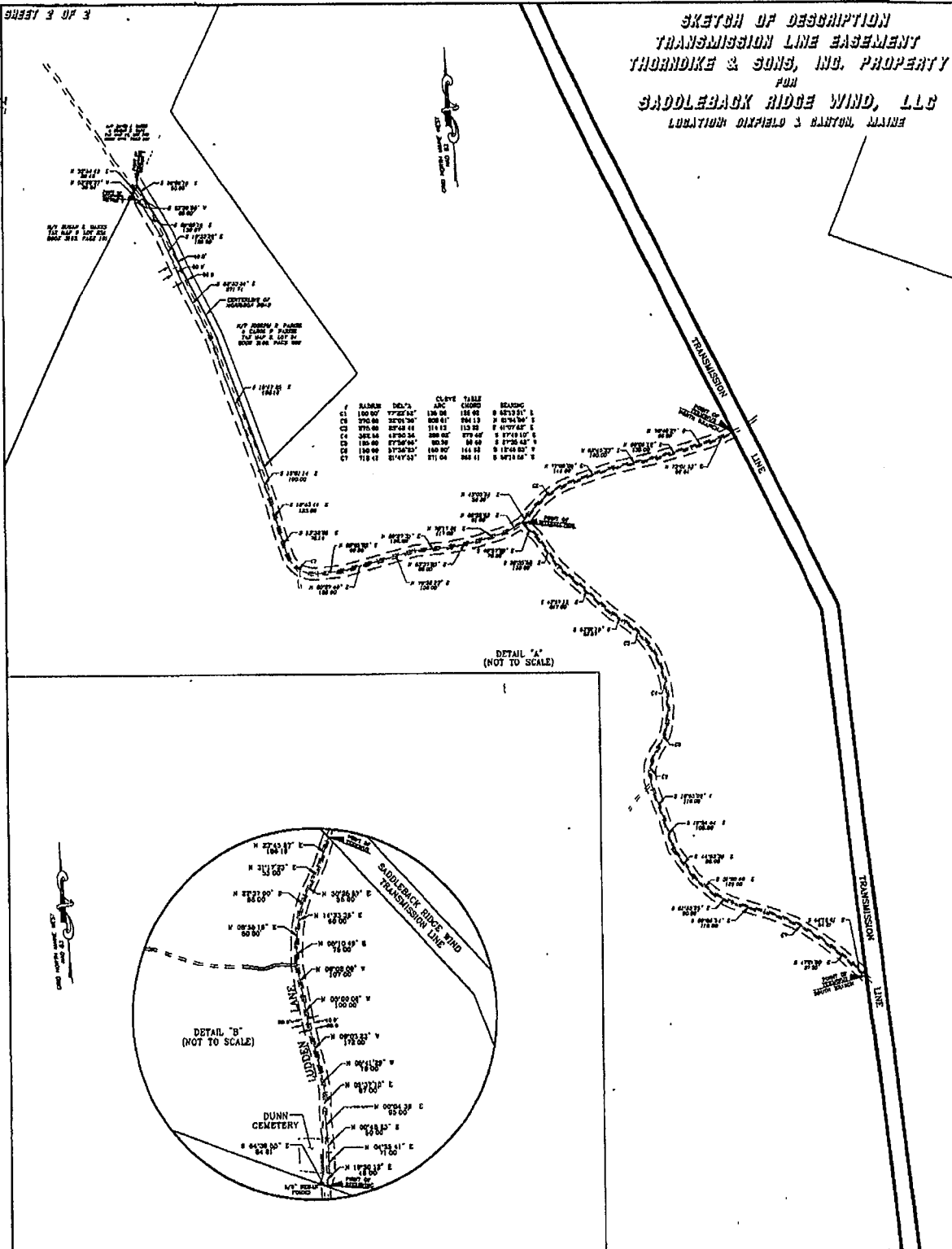
1000 500 0 1000 2000
GRAPHIC SCALE 1" = 1000'

NOT VALID WITHOUT THE ATTACHMENT OF SHEET 2 OF 2

CHARGE SCALE TYPE 1				
PROJECT SKETCH OF DESCRIPTION OF TRANSMISSION LINE EASEMENT LOCATED ON THE THORNDIKE PROPERTY IN THE TOWNS OF DIXFIELD & CANTON, MAINE.	ADDRESS: SADDLEBACK RIDGE WIND, LLC 640 SOUTH STREET QUINCY, MASSACHUSETTS POSTAL CODE 01899	SHEET TITLE THORNDIKE T LINE	KENNEBEC RIVER LAND SURVEYING Lars H. Gray PLS	SKETCH OF DESCRIPTION IN KENC-COBS-1-B
		SURVEYED BY LARS H. GRAY MAINE PLS & FLORIAN PRAN JULIUS KROENIG &		
		DRAWN BY Lars H. Gray		
		SCALE AS NOTED		
ALTA / ACSM SURVEY OF SADDLEBACK RIDGE WIND PROJECT FOR SADDLEBACK RIDGE WIND, LLC		c/o PO Box 37 Vershire, VT, Maine Postal Code 05655 Phone 1-207-840-5991		

Doc# 4234
BK: 4975 Pg: 32

**SKETCH OF DESCRIPTION
TRANSMISSION LINE EASEMENT
THORNDIKE & SONS, INC. PROPERTY
FOR
SADDLEBACK RIDGE WIND, LLC
LOCATION: OXFORD & HANTON, MAINE**



NOT VALID WITHOUT THE ATTACHMENT OF SHEET 1 OF 3

PROJECT SECTION OF DESCRIPTION OF TRANSMISSION LINE EASEMENT LOCATED ON THE THORNDIKE PROPERTY IN THE TOWNSHIP OF OXFORD & HANTON, MAINE	ADDRESS SADDLEBACK RIDGE WIND, LLC 549 SOUTH STREET QUINCY, MASSACHUSETTS 01906 POSTAL CODE 01906	SHEET TITLE THORNDIKE T LINE	SKETCH OF DESCRIPTION	KENNEBEC RIVER LAND SURVEYING Lane H Gray PLS
ALTA/ACSM SURVEY OF SADDLEBACK RIDGE WIND PROJECT FOR SADDLEBACK RIDGE WIND, LLC		DRAWN BY Lane H Gray		
SCALE AS NOTED		DATE JANUARY 17, 2013		

SCHEDULE A-1
Coordinates

Transmission Corridor Easement Property

Parcel 1

A certain easement being located in the Town of Dixfield, County of Oxford and the Town of Canton, County of Franklin both in the State of Maine and being more particularly bounded and described as follows:

Beginning at a point located on the land now or formerly of Dayle Stone as described in a deed recorded in the Franklin County Registry of Deeds Book 1912, Page 321 and at a point located on the line between the Towns of Carthage and Dixfield as defined by a straight line running between two (2) capped 5/8 inch rebars set in the stone wall evidencing said Town Line and being located on a bearing of South seventy-six degrees twenty-five minutes fifty-three seconds East (S 76°25'53" E) a distance of fifty-six and seventeen hundredths (56.17) feet from a capped 5/8 inch rebar set at the intersection of a stonewall marking the generally northeast corner of the land now or formerly of Michael T. and Robin B. Morrison as described in a deed recorded in the Oxford County Registry of Deeds Book 1930, Page 55;

Thence running along said land of Stone on a course of South seventy-six degrees twenty-five minutes fifty-three seconds East (S 76°25'53" E) a distance of seventy-two and forty-eight hundredths (72.48) feet to a point;

Thence turning and leaving the land of said Stone and running through the land of the grantor on a course of South twenty degrees thirty-three minutes fifteen seconds East (S 20°33'15" E) a distance of one thousand six hundred five and eighty-five hundredths (1605.85) feet to a point;

Thence continuing to run through the land of the grantor on a course of South twenty-two degrees one minute forty-three seconds East (S 22°01'43" E) a distance of one thousand eight hundred seventy and twenty-nine hundredths (1870.29) feet to a point;

Thence continuing to run through the land of the grantor on a course of South one degree thirty-five minutes four seconds East (S 01°35'04" E) a distance of two thousand two hundred forty and seventy-three (2240.73) feet to a point;

Thence continuing to run through the land of the grantor on a course of South twenty-eight degrees twenty-two minutes forty-six seconds East (S 28°22'46" E) a distance of two thousand eighty-six and seventy-nine hundredths (2086.79) feet to a point;

Thence continuing to run through the land of the grantor on a course of South sixteen degrees forty-five minutes sixteen seconds West (S 16°45'16" W) a distance of eight hundred eight and seventy-seven hundredths (808.77) feet to a point;

Thence continuing to run through the land of the grantor on a course of South thirty-three degrees fifty-two minutes thirty-four seconds West (S 33°52'34" W) a distance of three hundred sixty-seven and eleven hundredths (367.11) feet to a point;

Thence continuing to run through the land of the grantor on a course of South fourteen degrees forty-five minutes thirty-eight seconds East (S 14°45'38" E) a distance of eight-hundred seventy-three and thirty-nine hundredths (873.39) feet to a point;

Thence continuing to run through the land of the grantor on a course of South thirty-two degrees forty-six minutes fifty-two seconds East (S 32°46'52" E) a distance of seven hundred forty-seven and ninety-four hundredths (747.94) feet to a capped 5/8 inch rebar set on the generally West line of the land now or formerly of Patrick Smith as described in a deed recorded in the Oxford County Registry of Deeds Book 4196, Page 157;

Thence turning and running along the land of said Smith on a course of South thirty degrees fifteen minutes zero seconds West (S 30°15'00" W) a distance of sixty-seven and thirty-two hundredths (67.32) feet to a capped 5/8 inch rebar set;

Thence turning and leaving the land of said Smith and running through the land of the grantor on a course of North thirty-two degrees forty-six minutes fifty-two seconds West (N 32°46'52" W) a distance of seven hundred eighty-seven and ninety-eight hundredths (787.98) feet to a point;

Thence continuing to run through the land of the grantor on a course of North fourteen degrees forty-five minutes thirty-eight seconds West (N 14°45'38" W) a distance of nine hundred ten and two hundredths (910.02) feet to a point;

Thence continuing to run through the land of the grantor on a course of North thirty-three degrees fifty-two minutes thirty-four seconds East (N 33°52'34" E) a distance of three hundred eighty-five and nineteen hundredths (385.19) feet to a point;

Thence continuing to run through the land of the grantor on a course of North sixteen degrees forty-five minutes sixteen seconds East (N 16°45'16" E) a distance of seven hundred seventy-four and eighty hundredths (774.80) feet to a point;

Thence continuing to run through the land of the grantor on a course of North twenty-eight degrees twenty-two minutes forth-six seconds West (N 28°22'46" W) a distance of two thousand seventy-six and fifteen hundredths (2076.15) feet to a point;

Thence continuing to run through the land of the grantor on a course of North one degree thirty-five minutes four seconds West (N 01°35'04" W) a distance of two thousand two hundred forty-four and twenty hundredths (2244.20) feet to a point;

Thence continuing to run through the land of the grantor on a course of North twenty-two degrees one minute forty-three seconds West (N 22°01'43" W) a distance of one thousand eight hundred sixty and twenty-four hundredths (1860.24) feet to a point;

Thence continuing to run through the land of the grantor on a course of North twenty degrees thirty-three minutes fifteen second West (N 20°33'15" W) a distance of one thousand six hundred forty-seven and twenty-eight hundredths (1647.28) feet to the point of beginning

Said easement contains 14.66 acres more or less

Parcel 2

A certain easement being located in the Town of Dixfield, County of Oxford, State of Maine and Town of Canton, County of Oxford, State of Maine and being more particularly bounded and described as follows:

Beginning at a capped 5/8 inch rebar set on the generally east line of the land now or formerly of Patrick Smith as described in a deed recorded in the Oxford County Registry of Deeds Book 4196, Page 157 said rebar being located on a course of North thirty-one degrees thirty-four minutes thirty seconds East (N 31°34'30" E) a distance of two hundred forty-seven and ninety-seven hundredths (247.97) feet from a capped 5/8 inch set marking the southeast corner of the land of said Smith;

Thence running along the land of said Smith on a course of North thirty-one degrees thirty-four minutes thirty seconds East (N 31°34'30" E) a distance of eighty-three and nineteen hundredths (83.19) feet to a capped 5/8 inch rebar set;

Thence turning and running through the land of grantor on a course of South thirty-two degrees forty-six minutes fifty-two seconds East (S 32°46'52" E) a distance of six hundred twenty-two and seventy five hundredths (622.75) feet to a point;

Thence continuing to run through the land of the grantor on a course of South five degrees thirty-one minutes twenty-six seconds West (S 05°31'26" W) a distance of one thousand nine hundred seven and forty-five hundredths (1907.45) feet to a point;

Thence continuing to run through the land of the grantor on a course of South twenty-six degrees thirteen minutes forty-two seconds West (S 26°13'42" W) a distance of two thousand seven hundred sixty-seven and forty-eight hundredths (2767.48) feet to a point;

Thence continuing to run through the land of the grantor on a course of South zero degrees twenty-eight minutes ten seconds East (S 00°28'10" E) a distance of five thousand five hundred twenty-nine and thirty-five hundredths (5529.35) feet to a point;

Thence continuing to run through the land of the grantor on a course of South forty-two degrees thirty minutes thirty-one seconds East (S 42°30'31" E) a distance of two thousand four hundred ninety-two and fifty-four hundredths (2492.54) feet to a point;

Thence continuing to run through the land of the grantor on a course of South thirty-seven degrees fifty-nine minutes twenty-two seconds East (S 37°59'22" E) a distance of nine hundred thirty-one and eighty-six hundredths (931.86) feet to a point;

Thence continuing to run through the land of the grantor on a course of South fifteen degrees thirty-five minutes fifty-nine seconds East (S 15°35'59" E) a distance of four hundred thirty-four and sixty-four hundredths (434.64) feet to a point;

Thence continuing to run through the land of the grantor on a course of South thirty-eight degrees six minutes five seconds East (S 38°06'05" E) a distance of three hundred eighty-eight and two hundredths (388.02) feet to a capped 5/8 inch rebar set;

Thence continuing to run through the land of the grantor on a course of South forty-five degrees twelve minutes thirty-three seconds East (S 45°12'33" E) a distance of one thousand two hundred forty-five and twenty-eight hundredths (1245.28) feet to a capped 5/8 inch rebar set;

Thence continuing to run through the land of the grantor on a course of North fifty-two degrees zero minutes forty-seconds East (N 52°00'40" E) a distance of twelve and twenty hundredths (12.20) feet to a capped 5/8 inch rebar set;

Thence continuing to run through the land of the grantor on a course of South thirty-seven degrees fifty-nine minute twenty seconds East (S 37°59'20" E) a distance of one thousand twenty-eight and seventy-six hundredths (1028.76) feet to a point;

Thence continuing to run through the land of the grantor on a course of South sixteen degrees six minutes thirty-four seconds East (S 16°06'34" E) a distance of seven hundred sixty-five and twenty-two hundredths (765.22) feet to a point;

Thence continuing to run through the land of the grantor on a course of South forty-nine degrees thirty-five minutes fifty-five seconds East (S 49°35'55" E) a distance of six hundred thirty-three and ninety-nine hundredths (633.99) feet to a point;

Thence continuing to run through the land of the grantor on a course of South seventeen degrees thirteen minutes seventeen seconds West (S 17°13'17" W) a distance of one thousand two hundred twelve and sixty-seven hundredths (1212.67) feet to a capped 5/8 inch rebar set on the generally north line of the land now or formerly of Bayroot LLC as described in a deed recorded in the Franklin County Registry of Deeds Book 3428, Page 28;

Thence turning and running along the land of said Bayroot LLC on a course of South seventy-eight degrees forty-eight minutes thirty seconds West (S 78°48'30" W) a distance of one hundred thirteen and seventy hundredths (113.70) feet to a capped 5/8 inch rebar set;

Thence turning and leaving the land of said Bayroot LLC and running through the land of the grantor on a course of North seventeen degrees thirteen minutes seventeen seconds East (N 17°13'17" E) a distance of one thousand two hundred and eighty-one hundredths (1200.81) feet to a point;

Thence continuing to run through the land of the grantor on a course of North forty-nine degrees thirty-five minutes fifty-five seconds West (N 49°35'55" W) a distance of five hundred ninety-eight and eleven hundredths (598.11) feet to a point;

Thence continuing to run through the land of the grantor on a course of North sixteen degrees six minutes thirty-four seconds West (N 16°06'34" W) a distance of seven hundred seventy-five and ninety-eight hundredths (775.98) feet to a point;

Thence continuing to run through the land of the grantor on a course of North thirty-seven degrees fifty-nine minutes twenty seconds West (N 37°59'20" W) a distance of one thousand nine and forty-four hundredths (1009.44) feet to a capped 5/8 inch rebar set;

Thence continuing to run through the land of the grantor on a course of North fifty-two degrees zero minutes forty seconds East (N 52°00'40" E) a distance of twelve and twenty hundredths (12.20) feet to a capped 5/8 inch rebar set;

Thence continuing to run through the land of the grantor on a course of North forty-five degrees twelve minutes thirty-three seconds West (N 45°12'33" W) a distance of one thousand two hundred forty and forty-four hundredths (1240.44) feet to a capped 5/8 inch rebar set;

Thence continuing to run through the land of the grantor on a course of North thirty-eight degrees six minutes five seconds West (N 38°06'05" W) a distance of four hundred seven and sixty hundredths (407.60) feet to a point;

Thence continuing to run through the land of the grantor on a course of North fifteen degrees thirty-five minutes fifty-nine seconds West (N 15°35'59" W) a distance of four hundred thirty-four and seventy-two hundredths (434.72) feet to a point;

Thence continuing to run through the land of the grantor on a course of North thirty-seven degrees fifty-nine minutes twenty-two seconds West (N 37°59'22" W) a distance of nine hundred fourteen and six hundredths (914.06) feet to a point;

Thence continuing to run through the land of the grantor on a course of North forth-two degrees thirty minutes thirty-one seconds West (N 42°30'31" W) a distance of two thousand five hundred eighteen and forty hundredths (2518.40) feet to a point;

Thence continuing to run through the land of the grantor on a course of North zero degrees twenty-eight minutes ten seconds West (N 00°28'10" W) a distance of five thousand five hundred seventy-five and ninety-seven hundredths (5575.97) feet to a point;

Thence continuing to run through the land of the grantor on a course of North twenty-six degrees thirteen minutes forty-two seconds East (N 26°13'42" E) a distance of two thousand seven hundred seventy-one and fifty-eight hundredths (2771.58) feet to a point;

Thence continuing to run through the land of the grantor on a course of North five degrees thirty-one minutes twenty-six seconds East (N 05°31'26" E) a distance of one thousand eight hundred sixty-seven and seventy hundredths (1867.70) feet to a point;

Thence continuing to run through the land of the grantor on a course of North thirty-two degrees forty-six minutes fifty-two seconds West (N 32°46'52" W) a distance of five hundred sixty and seventy hundredths (560.70) feet to the capped 5/8 inch rebar at the point of beginning.

Said easement contains 36.36 acres more or less

Corridor Access Easement Areas

Easement 1 – Morrison Road Segment

A certain easement located in the Town of Dixfield, County of Oxford and State of Maine, and with the exception of the first fifty (50) feet, shall be described along its center line and being forty (40) feet wide and being located twenty (20) feet on either side of said center line, said easement being more particularly bounded and described as follows;

Section 1: Beginning at the centerline of the Morrison Road (so called) at the termination of the public road at the generally northwest corner of the land now or formerly of Joseph & Carol Parise as described in a deed recorded in the Oxford County Registry of Deeds Book 3186, Page 269 and more properly described in deed recorded in Book 659, Page 410;

Thence continuing along the centerline of the discontinued portion of said Morrison Road and the line of said Parise on a course of South twenty-six degrees twenty-nine minutes ten seconds East (S 26°29'10" E) a distance of fifty and zero hundredths (50.00) feet to a point;

Thence leaving the land of said Parise and running through the land of the Grantor on a course of South sixty-three degrees thirty minutes fifty seconds West (S 63°30'50" W) a distance of twenty and zero hundredths (20.00) feet to the centerline and Point of Beginning Section 2, being the point of beginning, of a certain forty (40) foot wide easement to be described herewith;

Thence continuing to run through the land of the Grantor on the same course of South sixty-three degrees thirty minutes fifty seconds West (S 63°30'50" W) a distance of twenty and zero hundredths (20.00) feet to a point;

Thence turning and running through the land of the Grantor on a course of North three degrees twenty-nine minutes thirty-seven seconds West (N 03°29'37" W) a distance of thirty-nine and four hundredths (39.04) feet to the generally East or Northeast corner of the land now or formerly of Susan Oakes as described in a deed recorded in the Oxford County Registry of Deeds Book 3163, Page 161 and the southwesterly terminus of the public portion of the aforementioned Morrison Road;

Thence turning and leaving the land of said Oakes and along the public portion of said Morrison Road on a course of North thirty-three degrees fifty-four minutes forty-nine seconds East (N 33°54'49" E) a distance of twenty-eight and forty-six hundredths (28.46) feet to the point of beginning;

Section 2: Being forty (40) feet wide and located twenty (20) feet of either side of the following described centerline:

Commencing at the Point of Beginning Section 2 as aforementioned and running through the land of the Grantor a distance of twenty (20) feet southwesterly of the centerline of said Morrison Road and the land of said Parise and parallel thereto on a course of South twenty-six degrees twenty-nine minutes ten seconds East (S 26°29'10" E) a distance of one hundred thirty-nine and eighty-seven hundredths (139.87) feet to a point

Thence continuing to run through the land of the Grantor a distance of twenty (20) feet southwesterly of the centerline of said Morrison Road and the land of said Parise on a course of South nineteen degrees thirty-three minutes twenty-eight seconds East (S 19°33'28" E) a distance of one hundred twenty and zero hundredths (120.00) feet to a point;

Thence continuing to run through the land of the Grantor a distance of twenty (20) feet southwesterly of the centerline of said Morrison Road and the land of said Parise on a course of South twenty-two degrees thirty-three minutes thirty-five seconds East (S 22°33'35" E) a distance of two hundred seventy-one and seventy-four hundredths (271.74) feet to a point;

Thence continuing to run through the land of the Grantor a distance of twenty (20) feet southwesterly of the centerline of said Morrison Road and the land of said Parise on a course of South fifteen degrees twenty-seven minutes twenty-five seconds East (S 15°27'25" E) a distance of four hundred eighty-two and twelve hundredths (482.12) feet to a point;

Thence continuing to run through the land of the Grantor on a course South fifteen degrees one minute fourteen seconds East (S 15°01'14" E) a distance of one hundred and zero hundredths (100.00) feet to a point in the center of the existing gravel way;

Thence continuing to run through the land of the Grantor on a course of South ten degrees forty-three minutes forty-four seconds East (S 10°43'44" E) a distance of one hundred twenty-five and zero hundredths (125.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of South thirteen degrees thirty-two minutes five seconds East (S 13°32'05" E) a distance of seventy-six and fourteen hundredths (76.14) feet to a point of curvature;

Thence continuing to run through the land of the Grantor along a curve to the left said curve having the a radius of one hundred and zero hundredths (100.00) feet, an interior angle of seventy-seven degrees twenty-two minutes fifty-two seconds (77°22'52"), arc length of one hundred thirty-five and six hundredths (135.06) feet, a chord bearing of South fifty-two degrees thirteen minutes thirty-one seconds East (S 52°13'31" E) and distance of one hundred twenty-five and two hundredths (125.02) feet to a point;

Thence leaving said curve and continuing to run through the land of the Grantor on a course of North eighty-nine degrees five minutes three seconds East (N 89°05'03" E) a distance of eighty-nine and zero hundredths (89.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of North Eighty degrees twenty-seven minutes forty-nine seconds East (N 80°27'49" E) a distance of one hundred twenty-five and zero hundredths (125.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of North seventy-nine degrees thirty-two minutes twenty-three seconds East (N 79°32'23" E) a distance of one hundred thirty-six hundredths (136.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of North eighty-nine degrees twenty-seven minutes thirty-one seconds East (N 89°27'31" E) a distance of one hundred thirty-and zero hundredths (130.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of North eighty-three degrees thirty-seven minutes five seconds East (N 83°37'05" E) a distance of ninety and zero hundredths (90.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of North seventy-eight degrees seventeen minutes twenty-one seconds East (N 78°17'21" E) a distance of one hundred seventeen and zero hundredths (117.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of North sixty-six degrees thirty-two minutes two seconds East (N 66°32'02" E) a distance of sixty-one and zero hundredths (61.00) feet to a point of intersection;

Thence continuing to run through the land of the Grantor and along the northerly branch of the road in a generally easterly direction on a course of North forty-five degrees three minutes twenty-four seconds East (N 45°03'24" E) a distance of thirty-six and twenty-nine hundredths (36.29) feet to a point of curvature;

Thence continuing to run through the land of the Grantor along a curve to the right said curve having the a radius of three hundred seventy and zero hundredths (370.00) feet, an interior angle of thirty-two degrees one minutes thirty seconds (32°01'30"), arc length of two hundred six and eighty-one hundredths (206.81) feet, a chord bearing of North sixty-one degrees four minutes nine seconds East (N 61°04'09" E) and distance of two hundred four and thirteen hundredths (204.13) feet to a point;

Thence leaving said curve and continuing to run through the land of the Grantor on a course of North seventy-seven degrees five minutes five seconds East (N 77°05'05" E) a distance of one hundred forty-four and zero hundredths (144.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of North eighty-two degrees forty minutes thirty-three seconds East (N 82°40'33" E) a distance of one hundred sixty and zero hundredths (160.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of North eighty degrees five minutes twelve seconds East (N 80°05'12" E) a distance of one hundred thirty and zero hundredths (130.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of North seventy-eight degrees forty minutes twenty-seven seconds East (N 78°40'27" E) a distance of sixty-six and zero hundredths (66.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of North seventy-three degrees one minute fifty-two seconds East (N 73°01'52" E) a distance of eighty-six and sixty-four hundredths (86.64) feet to the generally southwest line of the Transmission Corridor Easement Property and the point and being the termination point of the north branch of said easement said easement having a width of forty (40) feet and being parallel and twenty-five (20) feet from the afore described centerline with sidelines being lengthened or shortened reciprocally to form a continuous and uninterrupted line on either side of said centerline and being lengthened or shortened reciprocally on the east to intersect the aforesaid Transmission Corridor Easement Property;

Thence beginning again at the aforementioned point of intersection and running along the southerly branch of said easement and continuing to run through the land of the Grantor in a generally southerly direction on a course of South forty-five degrees fifty-seven minutes nine seconds East (S 45°57'09" E) a distance of seventy and zero hundredths (70.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of South thirty-two degrees thirty-five minutes fifty-eight seconds East (S 32°35'58" E) a distance of one hundred thirty-eight and zero hundredths (138.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of South forty-three degrees fifty-seven minutes nineteen seconds East (S 43°57'19" E) a distance of two hundred forty-seven and zero hundredths (247.00) feet to a point;

Thence continuing to run through the land of the Grantor on a course of South fifty-three degrees one minute fifteen seconds East (S 53°01'15" E) a distance of fifty-two and fifty-seven hundredths (52.57) feet to a point of curvature;

Thence continuing to run through the land of the Grantor along a curve to the right said curve having a radius of two hundred seventy-five and zero hundredths (275.00) feet, an interior angle of twenty-three degrees forty-six minutes forty-six seconds (23°46'46"), an arc length of one hundred fourteen and thirteen hundredths (114.13) feet, a chord bearing of South forty-one degrees seven minutes fifty-two seconds East (S 41°07'52" E) and distance of one hundred thirteen and thirty-two hundredths (113.32) to a point of compound curvature;

Thence continuing to run through the land of the Grantor along a curve to the right said curve having a radius of three hundred eighty-two and fifty hundredths (382.50) feet, an interior angle of forty-two degrees fifty minutes

Thence continuing to run though the land of the Grantor and generally following the centerline of said Ludden Lane on a course of North eight degrees fifty-five minutes eighteen seconds East (N 08°55'18" E) a distance of fifty and zero hundredths (50.00) feet to a point;

Thence continuing to run though the land of the Grantor and generally following the centerline of said Ludden Lane on a course of North fourteen degrees thirty-three minutes thirty-six seconds East (N 14°33'36" E) a distance of sixty and zero hundredths (60.00) to a point;

Thence continuing to run though the land of the Grantor and generally following the centerline of said Ludden Lane on a course of North twenty-two degrees thirty-seven minutes zero seconds East (N 22°37'00" E) a distance of fifty-eight and zero hundredths (58.00) feet to a point;

Thence continuing to run though the land of the Grantor and generally following the centerline of said Ludden Lane on a course of North thirty degrees twenty-five minutes fifty-seven seconds East (N 30°25'57" E) a distance of fifty-five and zero hundredths (55.00) feet to a point;

Thence continuing to run though the land of the Grantor and generally following the centerline of said Ludden Lane on a course of North thirty-one degrees seventeen minutes twenty-three seconds East (N 31°17'23" E) a distance of fifty-five and zero hundredths (55.00) feet to a point;

Thence continuing to run though the land of the Grantor and generally following the centerline of said Ludden Lane on a course of North twenty-three degrees forty-five minutes fifty-seven seconds East (N 23°45'57" E) a distance of one hundred six and nineteen hundredths (106.19) feet to the generally southwest line of the Transmission Corridor Easement Property described above and the point and being the termination said centerline said Corridor Access Easement Area having a width of forty (40) feet and being parallel and twenty-five (20) feet from the afore described centerline with sidelines being lengthened or shortened reciprocally to form a continuous and uninterrupted line on either side of said centerline and being lengthened or shortened reciprocally on the south to intersect the north line of the aforementioned Mills and being lengthened or shortened reciprocally on the north to intersect the aforesaid transmission line.

The Easement Areas shall also include all portions of the actual travelled or cleared way or ways that traverse some or all of the foregoing-described areas, it being the intent of the parties that the Corridor Access Easement Areas include and capture in the definition of Corridor Access Easement Areas the portions of traveled or cleared way or ways that do not fall inside the bounds of the foregoing-described areas.

Received
Recorded Register of Deeds
Apr 16, 2013 12:35P
Oxford East County
Patricia A. Shearman

Register of Deeds, Oxford County East
Patricia A. Shearman
20
A TRUE COPY ATTEST
4/16/13

TRANSMISSION CORRIDOR EASEMENT

THIS EASEMENT is granted and conveyed by **BAYROOT LLC**, a Delaware limited liability company with a mailing address of 150 Orford Road, P.O. Box 160, Lyme NH 03768 ("**Grantor**"), to **SADDLEBACK RIDGE WIND, LLC**, a Massachusetts limited liability company with a mailing address of c/o Patriot Renewables, LLC, 549 South Street, P.O. Box 692396, Quincy, Massachusetts 02169 ("**Grantee**").

WHEREAS, Grantor is the owner of certain lands in Canton, Oxford County, Maine, described in the deed recorded in Book 3428, Page 28 of the Oxford County (East) Registry of Deeds ("**Grantor's Land**");

WHEREAS, Grantee desires to use a portion of such lands for purposes of preparing, laying, constructing, maintaining, operating, altering, improving and repairing a transmission line extending from Grantee's Saddleback Ridge Wind Energy Facility in the Town of Carthage, Franklin County and in the Towns of Dixfield and Canton, Oxford County, all in the State of Maine, (the "**Wind Energy Facility**") to a point of interconnection to a public utility located on the land of Grantee (Saddleback Ridge Wind, LLC) as described in a deed recorded in the Oxford County Registry of Deeds Book 4917, Page 223, in accordance with the terms set forth below (the "**Permitted Use**"), which portion is more generally depicted on the Plan attached hereto as **Schedule A** (the "**Plan**") and more particularly bounded and described in **Schedule B**, and which portion is hereinafter referred to as the "**Transmission Corridor Easement Property**." The term "**Wind Energy Facility**" shall mean a single permitted wind energy project on land owned or controlled by Grantee.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR and other good and valuable considerations, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, with Quitclaim Covenant (effective as of the time of delivery hereof), a perpetual, non-exclusive easement (the "**Transmission Corridor Easement**") over and upon the Transmission Corridor Easement Property serving the Wind Energy Facility above described, for the following purposes: To enter upon the Transmission Corridor Easement Property at any time with men and all necessary tools and machinery for the purposes described herein; to clear vegetation, including timber, to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus used or useful for the transmission of electricity, together with their strengthening supports, sufficient foundations and supports, all as the Grantee, may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Transmission Corridor Easement Property; the right to excavate, lay, bury, install, construct, reconstruct, maintain, operate, repair, upgrade, remove, and use underground and submarine wires, cables, conduits, ducts, switching equipment, protective and safety devices, and other apparatus used or useful for the transmission of electricity (including but not limited to fiber optics and communication equipment to facilitate transmission of electricity), all as the Grantee, its successors and assigns, may from time to time reasonably require to execute the Permitted Use upon, along, across, and beneath the Transmission Corridor

Easement Property; the right within the Transmission Corridor Easement Property to use existing roads and to construct those new roads as the Grantee may from time to time reasonably require to provide access for such men, tools or machinery; the right to transmit electricity over said wires, cables or apparatus at such lawful pressure and for such lawful purposes as the Grantee, may from time to time reasonably require to execute the Permitted Use; the right to clear and keep the Transmission Corridor Easement Property cleared by any lawful means of trees, undergrowth and all other obstructions; and the right to erect and maintain signage, gates, fences, and other barriers within the Transmission Corridor Easement Property as are reasonably necessary to restrict recreational vehicles or other public access from the Transmission Corridor Easement Property, except as permitted on and across any crossings contemplated in Section 6 below.

The Transmission Corridor Easement shall be exercised within the Transmission Corridor Easement Property, being a corridor of land one hundred (100) feet in width, more particularly depicted on Schedule A and described at Schedule B attached hereto and hereby made a part hereof.

Together with the nonexclusive right at any and all times to enter on adjacent portions of property of Grantor, within the narrowest practical confines, to cut or trim and remove such trees growing outside the limits of the Transmission Corridor Easement Property which may, in the reasonable opinion of the Grantee, interfere with or be likely to interfere with the activities permitted herein (hereinafter "Danger Trees"). Grantee will provide reasonable advance written notice to Grantor of its vegetation maintenance schedule for the Transmission Corridor Easement Property and will permit Grantor or its designee to observe such vegetation maintenance, which shall include removal of Danger Trees. Within thirty (30) days after completion of cutting or trimming activities, Grantee shall submit to Grantor a detailed statement confirming the actual location of Danger Trees affected; the species, diameter and quantity of all Danger Trees affected; the applicable stumpage values of all Danger Trees affected, which shall be based upon the applicable median stumpage price indicated in the latest annual report of the Maine Forest Service for Stumpage Prices By Maine County; and an invoice for such Danger Trees based on the foregoing. Grantor shall have twenty (20) days from receipt of said statement and invoice to review the same. Upon confirmation from Grantor that said statement and invoice are acceptable, or upon notice from Grantor setting forth reasonable adjustments to the invoice based on Grantor's review of the statement, Grantee shall have thirty (30) days after receipt of such confirmation or notice to pay Grantor the amount of the invoice as adjusted, if applicable.

GENERAL CONDITIONS

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

1. Permitted Use. Grantor conveys the Transmission Corridor Easement to Grantee only for the Permitted Use and related uses described above and hereby expressly reserves any and all other rights to the properties encumbered hereby. No other use of any kind by Grantee of the

easement rights or the lands described herein will be permitted by Grantor nor may be authorized or permitted by Grantee. This conveyance is executed and delivered by Grantor without representation or warranty, express or implied, as to the condition of the property or property interest hereby conveyed or as to its fitness, merchantability or suitability for the use or uses permitted hereby or otherwise or as to the existence, non-existence, extent or nature of defects of any kind or character therein or thereon and whether patent or latent.

2. Additional Wind Energy Facility. On or before fifteen (15) years from the date of this instrument, Grantee may elect, at Grantee's sole option, to use the Transmission Corridor Easement for up to two additional Wind Energy Facilities located in Carthage, Dixfield, or Canton, Maine. Notice of such election shall be given to Grantor as provided herein within such fifteen (15) year period and such notice shall designate which Wind Energy Facilities shall be served by the Transmission Corridor Easement. Upon receipt by Grantor of such notice and upon payment by Grantee of the Easement Addition Price as defined in the Option to Acquire Easement between Grantor and Grantee dated October 12, 2010, Grantor shall deliver to Grantee a Transmission Corridor Easement Amendment, in recordable form, that identifies the additional Wind Energy Facility(ies) to be served by this Transmission Corridor Easement subject to the terms and conditions herein as if originally made a part hereof, and further subject to the condition that the rights of Grantee as amended, shall be exercised only within the Transmission Corridor Easement Property of one-hundred (100) foot width and shall not result in the aggregate of more than one set of transmission poles within the Transmission Corridor Easement Property.
3. Compliance with Laws. Grantee shall comply, at Grantee's expense, with all applicable permits, licenses, laws, regulations, rules and orders with respect to Grantee's exercise of the easements granted hereunder, and all related equipment, electricity, materials and improvements constructed or operated by Grantee hereunder, regardless of when they become effective. Grantee assumes the full responsibility of obtaining any and all required permits or licenses necessary for its exercise of the easements granted hereunder, and shall fully comply with all of the applicable permits, licenses, laws, rules, regulations, and requirements of any government, authority, agency, commission, or regulatory body ("governmental authority"), particularly (by way of example and not limitation) as the same may relate to protection of the environment, water, and air and the prevention of forest fires. If (a) Grantor or Grantee shall receive notice from any such government authority of any failure by Grantee to comply with such permits, licenses, laws, regulations, rules and orders in connection with Grantee's exercise on Grantor's Land of the easements granted hereunder (a "Violation"), and (b) Grantee shall fail to cure such Violation within ninety (90) days after Grantee receives written notice of such Violation from Grantor or any such government authority or within such earlier time period as may be required under such written notice by any such governmental authority, then Grantor, at its option, shall have the right to temporarily suspend Grantee's activities hereunder until Grantee provides Grantor with evidence of compliance acceptable to Grantor; provided, however, that if a timely good-faith application or appeal is made by Grantee with respect to a Violation and is pending on said deadline, then Grantor shall not exercise any such right to temporarily suspend Grantee's activities until

a final administrative decision has been made on such application or appeal, so long as Grantee ceases any ongoing activities which are asserted by such governmental authority to constitute a Violation.

4. Indemnification. Except to the extent arising from the negligence or willful misconduct of Grantor (or Grantor's employees, agents, or independent contractors), Grantee shall defend, indemnify and hold harmless Grantor from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: (a) Grantee's exercise or non-exercise of its rights under the Transmission Corridor Easement, including, but not limited to, the use of the Transmission Corridor Easement Property by Grantee, its employees, agents, and independent contractors, (b) Grantee's failure to comply with applicable permits, licenses, laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantee's use of the Transmission Corridor Easement or Transmission Corridor Easement Property, or (c) any lien on any of Grantor's property, including but not limited to the Transmission Corridor Easement Property, arising in connection with Grantee's operations. The obligations herein shall survive any termination of this Transmission Corridor Easement.

Except to the extent arising from the negligence or willful misconduct of Grantee (or Grantee's employees, agents, or independent contractors), Grantor shall defend, indemnify and hold harmless Grantee from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, fines, penalties, costs (but specifically not including costs of defense, and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity, and any consequential or incidental damage claims) and expenses arising in connection with: (i) the use of the Transmission Corridor Easement Property by Grantor, its employees, agents, and independent contractors, or (ii) Grantor's failure to comply with applicable laws, regulations, rules and orders (including, without limitation, those of any federal or state Environmental Protection Agency or any other federal or state environmental, air, water or land protection agency) relating to Grantor's use of the Transmission Corridor Easement Property.

5. Property Taxes. Grantee shall be responsible for any increase in real and personal property taxes assessed against Grantor or lands of Grantor resulting from (a) personal property of Grantee, or (b) improvements made by Grantee to the Transmission Corridor Easement Property. Grantee shall be responsible for any penalties arising from withdrawal of any portion of the Transmission Corridor Easement Property or any other lands of Grantor classified under the Maine Tree Growth Tax Law or any similar tax classification arising from the Option to Acquire Easement Agreement among Grantor and Grantee, Grantor's clearing of any portion of the Transmission Corridor Easement Property, any request by Grantor that any properties be removed as provided in the Option Agreement, or this

Transmission Corridor Easement. The obligations herein shall survive any termination of this Transmission Corridor Easement.

6. Transmission Corridor Easement Property Crossings.

- a. *Existing Crossings.* Grantor reserves the right to use and maintain any existing roads and crossings, and to grant to others easements or licenses to use any such roads and crossings.
- b. *New Improved and Unimproved Road/Trail Crossings.* Grantor further reserves the right to construct, use and maintain new, improved road crossings (including but not limited to gravel road crossings) not more than 35 feet in width and new unimproved roads and trails for timber harvesting and other purposes, across the Transmission Corridor Easement Property, and to grant to others easements or licenses to use any such new roads and trail crossings; provided, however, that (i) any such new roads and trail crossings shall be substantially perpendicular to the Transmission Corridor Easement Property and made at a location approved by Grantee, which approval shall not be unreasonably withheld, (ii) any such crossings shall be used and maintained in such manner as will not materially interfere with or impair the operations of Grantee's installations, or the exercise by Grantee of any of its rights under the Transmission Corridor Easement, (iii) the use and maintenance of any such crossings shall be consistent with appropriate customary safety regulations and any additional reasonable provisions Grantee may require, provided, however, that Grantee shall have notified Grantor in writing of any such regulations and provisions, (iv) any work related to such crossings (including but not limited to any alterations or improvements to Grantee's structures or apparatus necessitated by any such crossing, as reasonably determined by Grantee prior to Grantee's approval of any such crossing) shall be performed at the sole cost and expense of Grantor or Grantor's assigns; and (v) any such crossings shall be maintained and restored to a stable site condition so as to prevent soil erosion and soil rutting within or adjacent to the Transmission Corridor Easement Property.
- c. In addition to the provisions of General Conditions Paragraph 2, Grantee shall construct, use and maintain its facilities within the Transmission Corridor Easement Property (including any portion within the Crossings, which for purposes of this paragraph shall include those roads and trails contemplated under both Sections 6(a) and (b) above) in accordance with the National Electric Safety Code so as to permit and not otherwise impair the normal passage of teams, trucks, tractors and other means of transportation, silviculture, logging and timber harvesting equipment that move over or across the same in accordance with the foregoing reserved rights. Without limiting the generality of the foregoing, Grantee acknowledges that the exercise of the foregoing reserved rights shall and may include the passage of vehicles and materials up to twenty-two (22) vertical feet within the Crossings and that exercise by Grantee of any rights under this Easement shall be done in such a way as

to permit and not otherwise impair such reserved rights. Nothing contained herein shall be deemed to (i) require Grantee to maintain any particular road or trail crossings within the same, or (ii) prevent Grantee from erecting and maintaining signage, gates, fences, and other barriers in order to restrict recreational vehicles or other public access from the same, provided that reasonable mutually acceptable accommodations are made in advance for the road/trail crossings contemplated by this Section.

- d. The height of any vehicles or equipment (including product or materials transported thereon) operated, placed or maintained within the Crossings shall not exceed twenty-two (22) feet. Grantor's reserved rights to construct, use and maintain roads and trails under Section 6(a) and (b) above are subject to the foregoing height restriction. Further, provided that Grantee's exercise of its rights hereunder are in accordance with the terms of this Easement, including but not limited to the terms of Section 6(c) above, Grantor further agrees that it shall not strike or contact any structures, guy wires, grounding wires or conductors that Grantee has erected on the Transmission Corridor Easement Property in accordance with the terms of this Easement. Other than in the exercise of rights reserved under this Easement, Grantor shall not park or operate any vehicles or equipment within the crossings or within the Transmission Corridor Easement Property. Grantor shall not yard or load forest products within the Transmission Corridor Easement Property (including crossings) without the prior approval of Grantee, which approval shall not unreasonably be withheld.
7. Gravel Extraction. Grantor may operate vehicles or equipment within the Transmission Corridor Easement Property incidental to the removal and extraction of gravel and other material from existing gravel pits or other pits established consistent with the terms hereof and shall be allowed to transport such gravel and other materials within the crossings contemplated in Sections 6(a) and (b) above, subject to the height restriction set forth in Section 6(d) above, provided that Grantor shall not remove, extract or transport gravel and other materials in such a manner as to strike or contact, restrict access to, or undermine the integrity of any structures, guy wires, grounding wires or conductors that Grantee has erected on the Transmission Corridor Easement Property in accordance with the terms of this Easement. Upon Grantor's request, Grantee shall provide Grantor with guidelines for determining what effect, if any, Grantor's operational plans may have on Grantee's access to and the integrity of any structures, guy wires, grounding wires or conductors that Grantee has erected on the Transmission Corridor Easement Property in accordance with the terms of this Easement.
8. Clearing Operations. Prior to any and all clearing of timber associated with the Permitted Use, Grantee shall provide notice to Grantor of the location of all such timber to be cleared, the intended dates of commencing and completing the clearing operations, and the permit conditions applicable to such clearing, if any. In addition to conforming with all applicable laws, regulations, and permit conditions, clearing operations shall comply with Best Management Practices, unless expressly exempted by permit. Grantee must clearly mark

with flagging in the field the boundaries of all such areas to be cleared prior to notice. All timber harvested shall be left on roadside log landings, with all boles to a minimum of 3" top diameter stacked with (a) hardwood, (b) spruce and fir, and (c) other softwood separated, and all topwood piled separately ("**Company Clearing Rules**"). This harvested timber remains the property of Grantor, who shall effect the removal of all such wood from the landing areas as soon as is reasonably practicable. All trees and timber in the Transmission Corridor Easement Property remain the property of Grantor.

9. Insurance to be Carried by Grantee. During the term of its operations hereunder and this Easement, Grantee shall maintain (a) commercial general liability insurance in an amount not less than \$5,000,000.00 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantee's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, (ii) Grantor reserves the right to periodically increase the foregoing amounts of required coverage to reflect industry standards and customary practices of Grantor, and (iii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained. Prior to exercise of any rights granted herein and thereafter when reasonably requested by Grantor, Grantee shall provide certificates or other proof of such insurance.

During the term of this Easement, Grantor shall maintain (a) commercial general liability insurance in an amount not less than \$5,000,000.00 for each occurrence, (b) worker's compensation insurance as required by Maine law and employer's liability insurance for a minimum of \$1,000,000, and (c) auto liability insurance, including owned, hired and non-owned vehicles, for a minimum of \$1,000,000 each occurrence for a combined single limit; provided however, that (i) Grantor's obligation to maintain and keep in force the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts, and (ii) the amount of coverage required hereunder may be met through excess liability insurance so long as the excess liability policies cover the same risks covered by the primary policy and there are no gaps in the amount of the coverage, and the limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained. Grantor shall provide certificates or other proof of such insurance upon the reasonable request of Grantee.

10. Protection of Grantor's Property. Grantee shall not allow any Hazardous Substances to be stored, located, discharged, generated, released, possessed, managed, processed or otherwise handled on Grantor's Property, including but not limited to the Transmission Corridor Easement Property, except Hazardous Substances which (a) are stored, generated, discharged,

possessed, managed, processed or otherwise handled by Grantee pursuant to validly issued permits issued by the applicable governmental authority which are in full force and effect held by Grantee, and (b) are used, stored, disposed of and handled in compliance with and in quantities permitted by all applicable Environmental Protection Laws, and Grantee shall comply with all Environmental Protection Laws affecting its use and exercise of the rights conferred herein and its operations hereunder, including those laws regarding the generation, storage, disposal, release and discharge of Hazardous Substances. For purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material in quantity or concentration defined as such in (or for purposes of) or regulated under the Comprehensive Environmental Response, Compensation and Liability Act, any "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Protection Laws"). Grantee assumes all risks and liability of any kind and nature incident to, occasioned by, or resulting in any manner from its use and exercise of the rights conferred herein and its operations hereunder, and agrees to keep the Grantor's property, including but not limited to the Transmission Corridor Easement Property, duly and fully protected against liens of every character arising by, through or under Grantee in connection with or resulting from the same. The obligations herein shall survive any termination of this Transmission Corridor Easement.

11. Maintenance of Transmission Corridor Easement Property. Grantee shall maintain its improvements and personal property, including without limitation its power line, within the Transmission Corridor Easement Property in good repair. Grantee shall at all times keep the Transmission Corridor Easement Property in safe and clean condition, and Grantee shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, used cans or containers, or other debris on the Grantor's property, including but not limited to the Transmission Corridor Easement Property, but shall keep the same free and clear of all such refuse; provided, however, that nothing contained herein shall be deemed to require Grantee to maintain (or clean up after any user of) any road or trail crossings allowed pursuant to Section 6 above, or any Other Installations allowed pursuant to Section 6 above. Within a reasonable time after completion of installation of the power line, Grantee shall level, fill and remove its refuse from the Transmission Corridor Easement Property, and render the surface of the land to as near its original (cleared) condition as may be practicable. In the event that Grantee shall not keep and maintain and restore the Transmission Corridor Easement Property as required hereunder within ninety (90) days after written notice given by Grantor (or shall not, within said 90-day period, commence the necessary maintenance or restoration work and thereafter diligently prosecute such work to completion), Grantor will have the option to undertake such maintenance or restoration at the sole cost and expense of Grantee, including any and all cost of legal fees associated with the collection or restoration process undertaken by Grantor. Grantee shall remain liable to Grantor and others for maintenance and repairs to other lands of Grantor, reasonable wear and tear excepted, arising from the exercise by Grantee, its employees, agents and independent contractors, of the

easements granted hereunder. The obligations herein shall survive any termination of this Transmission Corridor Easement.

12. Condition of Transmission Corridor Easement Property. Grantee acknowledges and declares that neither Grantor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Grantor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, upon which Grantee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Transmission Corridor Easement Property except as may be set forth herein. Grantee has had full, complete and unlimited access to the Transmission Corridor Easement Property for all tests and inspections that Grantee, in its sole discretion, deems sufficiently diligent for the protection of Grantee's interests. The foregoing acknowledgements are a material and integral part of this agreement, and are a component of the consideration paid for this Transmission Corridor Easement.
13. Successors and Assigns. The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This instrument shall not be binding on any party hereto unless and until the same is executed by all parties hereto. Grantee may transfer, convey, lease, sell or otherwise assign (collectively "assign") this Transmission Corridor Easement, as the same may have been amended, only in accordance with the following provisions. Assignments of this Easement may be made without consent of Grantor but only to entities and/or individuals that own or control the land on which a Wind Energy Facility is located and which Wind Energy Facility is either the Wind Energy Facility above-described served by this Easement or an additional Wind Energy Facility duly designated and to be served by this Easement in accordance with Section 2 hereof, such that this Easement, as the same may have been amended, may be assigned to each and any of the parties who own or control from time to time each of said three (3) Wind Energy Facilities (a "permitted assignee" and "permitted assignment", respectively); provided, however, that for all notice purposes hereunder, any notice given by the Grantor to only this Grantee, Saddleback Ridge Wind, LLC or, in lieu of this Grantee, any permitted assignee designated by this Grantee as the party to whom notices shall be delivered (the "Notice Party") shall be deemed effective and delivered to any and all holders and permitted assignees of this Easement, provided that notice designating such Notice Party is provided in accordance with this Easement and this sentence. The Notice Party may be up to two (2) parties, so long as notice designating such parties is provided in accordance with the foregoing sentence. Grantee, for itself and its successors and assigns agrees that: (i) Grantor shall not be required to provide any notice required or permitted to be provided by Grantor to Grantee to any other holder or permitted assignee of this Easement pursuant to a permitted assignment other than the Notice Party and, notwithstanding anything to the contrary herein, in no event shall Grantor be required to send notices to more than two (2) parties at any time; and (ii) notice to the Notice Party shall constitute notice for all purposes to any and all holders or permitted assignees of rights hereunder. Grantee shall give Grantor written notice of any such permitted assignment and any such permitted assignment shall only be effective upon execution by the permitted assignee of an assumption agreement in form reasonably

acceptable to Grantor and in recordable form. The foregoing limitations, however, shall not be construed to preclude the further lease or leases by Grantee of all or any portion of the Transmission Corridor Easement (specifically including but not limited to pole line leases), which leases may include all or a portion of the rights granted to Grantee herein, whether or not used in common with Grantee and/or other permitted assignees and/or lessees. Grantee shall give Grantor written notice of any such lease, which notice shall include the name and address of the lessee for notice purposes. Notwithstanding anything to the contrary herein or in any lease, Grantor shall have the right, but not the obligation, to send any notices required hereunder to any such lessee. Notwithstanding the terms of any lease by Grantee, Grantee shall remain fully liable hereunder and Grantor may exercise any and all remedies hereunder or otherwise available directly against Grantee, notwithstanding any such lease by Grantee, and with or without prior notice to any such lessee.

14. Notices. All notices, claims, certificates, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the following addresses: if to Grantor, Bayroot LLC, c/o Wagner Forest Management, Ltd., Attn: Thomas J. Colgan, P.O. Box 160, 150 Orford Road, Lyme, New Hampshire 03768; and if to Grantee, Saddleback Ridge Wind, LLC and Patriot Renewables LLC as a Notice Party under Section 13 hereof, 549 South Street, Quincy, Massachusetts 02169 (or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above). Each party, its successors and assigns, shall keep the other party advised of its current mailing address and the representative who will handle inquiries and notifications hereunder.
15. Severability. In the event any provision hereof is deemed illegal, against public policy, or unenforceable, said provision shall not affect the validity and enforceability of the remainder of this agreement, but such unenforceable provision shall be deleted, and the remaining terms and provisions of this agreement shall be interpreted in a manner which most closely effectuates the apparent intentions of the parties as evidenced by this agreement..
16. Governing Law. This Easement shall be construed and interpreted in accordance with the laws of the State of Maine. All and any disputes arising out of or in connection with this Easement shall be adjudicated in the federal or state courts located in the State of Maine, to whose jurisdiction the parties hereby irrevocably submit for such purposes.
17. Entire Agreement. This Easement, and those provisions of the Option to Acquire Easement Agreement that survive termination of that option agreement, constitute the entire understanding of the parties with respect to its subject matter. This Easement may not be altered or amended except by a writing signed by both parties.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 15th
day of March, 2013.

Witness:

Grantor: **BAYROOT LLC**

By: Wagner Forest Management, Ltd.
Its Manager

[Signature]

By: Thomas J. Colgan
Thomas J. Colgan, Its President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

Then personally appeared the above named Thomas J. Colgan, President of Wagner Forest Management Ltd., Manager of Bayroot LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me this 15th day of MARCH, 2013.

Printed Name: John G. Sobetzer

Notary Public

My Commission Expires

JOHN G. SOBETZER

Notary Public-New Hampshire

My Commission Expires: January 12, 2015

Witness:

Grantee: SADDLEBACK RIDGE WIND, LLC

Freiday Galbraith

By:

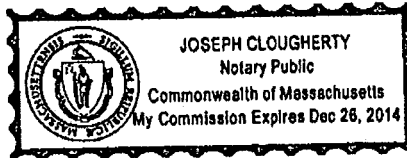
Jay M. Cashman, Manager

STATE OF MA
COUNTY OF Norfolk

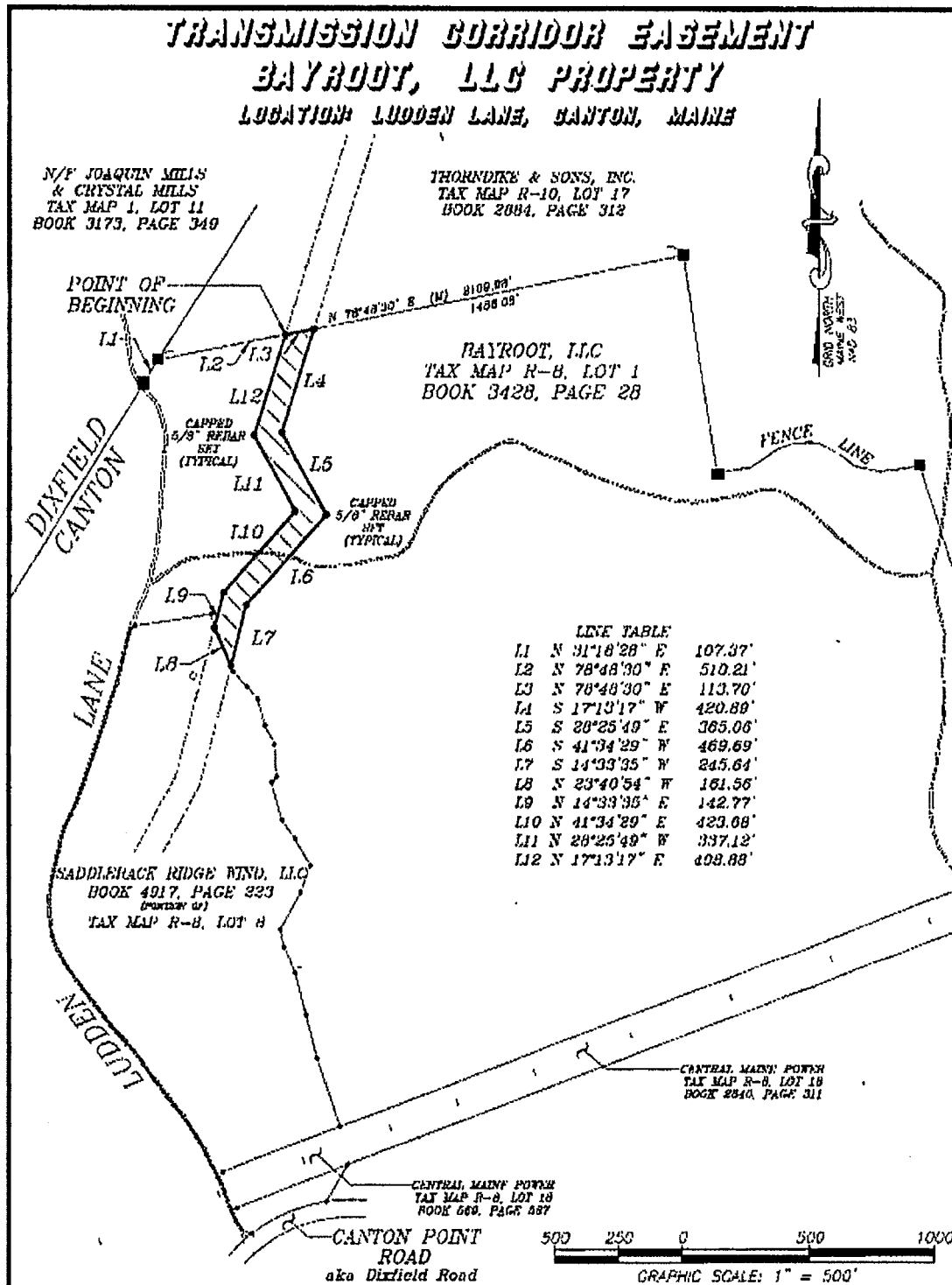
Then personally appeared the above named Jay M. Cashman, Manager of Saddleback Ridge Wind, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me this 5 day of April, 2013.

Joseph Clougherty
Printed Name Joseph Clougherty
Notary Public
My Commission Expires: 12.26.2014



SCHEDULE A
The Plan



SCHEDULE B
Legal Description

A certain corridor of land located in the Town of Canton, County of Oxford and State of Maine and being more particularly bounded and described as follows:

Beginning at a capped 5/8 inch rebar set on the line between the land of the Grantor as described in a deed recorded in the Oxford County Registry of Deeds Book 3428, Page 28 and the land now or formerly of Thorndike & Sons, Inc. as described in a deed recorded in said registry in Book 2884, Page 312, said rebar being located the following two courses from a wood post found marking the line between the Towns of Dixfield and Canton and located on the generally south line of the land now or formerly of Joaquin & Crystal Mills as described in said registry of deeds Book 3173, Page 349 and located on the generally northerly or easterly side of a certain road or way known as Ludden Lane and formerly known as the Dunn Road or Whittemore Road;

- 1) Thence leaving said Ludden Lane and along said Town line on a course of North thirty-one degrees eighteen minutes twenty-eight seconds East (N 31°18'28" E) a distance of one hundred seven and thirty-seven hundredths (107.37) feet to a wood post found marking the land of said Thorndike & Sons, Inc.;
- 2) Thence leaving said Town line and along the land of said Thorndike & Sons, Inc. on a course of North seventy-eight degrees forty-eight minutes thirty seconds East (N 78°48'30" E) a distance of five hundred ten and twenty-one hundredths (510.21) feet;

Thence leaving said point of beginning and continuing along the land of said Thorndike & Sons, Inc. on a course of North seventy-eight degrees forty-eight minutes thirty seconds East (N 78°48'30" E) a distance of one hundred thirteen and seventy hundredths (113.70) feet to a capped 5/8 inch rebar set;

Thence leaving the land of said Thorndike & Sons, Inc. and through the land of the Grantor on a course of South seventeen degrees thirteen minutes seventeen seconds West (S 17°13'17" W) a distance of four hundred twenty and eighty-nine hundredths (420.89) feet to a capped 5/8 inch rebar set;

Thence continuing through the land of the Grantor on a course of South twenty-eight degrees twenty-five minutes forty-nine seconds East (S 28°25'49" E) a distance of three hundred sixty-five and six hundredths (365.06) feet to a capped 5/8 inch rebar set;

Thence continuing through the land of the Grantor on a course of South forty-one degrees thirty-four minutes twenty-nine seconds West (S 41°34'29" W) a distance of four hundred sixty-nine and sixty-nine hundredths (469.69) feet to a capped 5/8 inch rebar set;

Thence continuing through the land of the Grantor on a course of South fourteen degrees thirty-three minutes thirty-five seconds West (S 14°33'35" W) a distance of two hundred forty-five and sixty-four hundredths (245.64) feet to a capped 5/8 inch rebar set marking the line of the land of

Saddleback Ridge Wind, LLC as described in a deed recorded in the Oxford County Registry of Deeds Book 4917, Page 223;

Thence turning and running along the land of the Grantor and along the land of said Saddleback on a course of North twenty-three degrees forty and fifty-four seconds West (N 23°40'54" W) a distance of one hundred sixty-one and fifty-six hundredths (161.56) feet to a capped 5/8 inch rebar set;

Thence leaving the land of said Saddleback and running through the land of the Grantor of a course of North fourteen degrees thirty-three minutes thirty-five seconds East (N 14°33'35" E) a distance of one hundred forty-two and seventy-seven hundredths (142.77) feet to a capped 5/8 inch rebar set;

Thence continuing through the land of the Grantor on a course of North forty-one degrees thirty-four minutes twenty-nine seconds East (N 41°34'29" E) a distance of four hundred twenty-three and sixty-eight hundredths (423.68) feet to a capped 5/8 inch rebar set;

Thence continuing through the land of the Grantor on a course of North twenty-eight degrees twenty-five minutes forty-nine seconds West (N 28°25'49" W) a distance of three hundred thirty-seven and twelve hundredths (337.12) feet to a capped 5/8 inch rebar set;

Thence continuing through the land of the Grantor on a course of North seventeen degrees thirteen minutes seventeen seconds East (N 17°13'17" E) a distance of four hundred eight and eighty-eight hundredths (408.88) feet to the point of beginning

Said parcel contains 3.23 acres more or less

Received
Recorded Register of Deeds
Apr 16, 2013 12:35P
Oxford East County
Patricia A. Shearman

{EP - 01304507 - v1 }

A TRUE COPY ATTEST

Patricia A. Shearman

Register of Deeds, Oxford County East

SHORT FORM WARRANTY DEED

Linwood Worster and Roxanne Worster, of Chesterville, Maine (collectively, "Grantor"), FOR CONSIDERATION PAID, grant to **Saddleback Ridge Wind, LLC**, a Massachusetts limited liability company with a mailing address of 549 South Street, Quincy, MA 02269 ("Grantee") WITH WARRANTY COVENANTS certain real property, together with any improvements thereon, located in the Town of Canton, Oxford County, Maine, and more particularly described on **Exhibit A** attached hereto and made a part hereof.

Being a portion of the premises conveyed to the Grantor by deed from Rita Small dated November 23, 1988 and recorded in the Oxford County Registry of Deeds (Eastern District) in Book 1619, Page 1.

WITNESS our hands and seals this 7th day of November, 2012.

WITNESS:

P. J. Van Hemel
Name: Peter J. Van Hemel

P. J. Van Hemel
Name: Peter J. Van Hemel

Linwood Worster
Linwood Worster

Roxanne S. Worster
Roxanne Worster

State of Maine
County of Cumberland

November 7, 2012

PERSONALLY APPEARED the above-named Linwood and Roxanne Worster and acknowledged the foregoing instrument to be their free act and deed.

Before me,

P. J. Van Hemel
Print Name: Peter J. Van Hemel
~~Notary Public~~ Attorney-at-law
Notary Commission Expires:

MAINE REAL ESTATE
TRANSFER TAX PAID

EXHIBIT A

Two certain pieces or parcels of land located in the Town of Canton County of Oxford and State of Maine being more particularly bounded and described as follows:

Parcel 1

Beginning at a capped 5/8 inch rebar set at the intersection of the generally Northerly line of the Canton Point Road and the and a point twenty-five (25) feet easterly of the centerline of a certain road or way known as Ludden Lane and formerly known as the Dunn Road;

Thence along the right of way line of said Canton Point Road and along a curve to the left said curve having a radius of six hundred forty and twenty-nine hundredths (640.29) feet, a central angle of two degrees fourteen minutes seventeen seconds ($02^{\circ}14'17''$), an arc length of twenty-five and one hundredths (25.01) feet, a chord bearing of South fifty-one degrees forty-eight minutes thirteen seconds West ($S 51^{\circ}48'13'' W$) and distance of twenty-five and one hundredths (25.01) feet to the center of said Ludden Lane (so called)

Thence leaving said Canton Point Road and along the centerline of said Ludden Lane on a course of North thirty-six degrees zero minutes one second West ($N 36^{\circ}00'01'' W$) a distance of forty and zero hundredths (40.00) feet to a point;

Thence continuing along the centerline of said Ludden Lane on a course of North thirty-two degrees twelve minutes fifteen seconds West ($N 32^{\circ}12'15'' W$) a distance of fifty and zero hundredths (50.00) feet to a point;

Thence continuing along the centerline of said Ludden Lane on a course of North twenty-four degrees ten minutes fifty-six seconds West ($N 24^{\circ}10'56'' W$) a distance of thirty-two and forty-nine hundredths (32.49) feet to a point located at the south line of the land of the Central Maine Power Company;

Thence leaving the centerline of said Ludden Lane and along the line said Central Maine Power Company on a course of North sixty-nine degrees two minutes thirty-six seconds East ($N 69^{\circ}02'36'' E$) a distance of twenty-five and four hundredths (25.04) feet to a 5/8 inch rebar set;

Thence continuing along the land of said Central Maine Power Company on a course of North sixty-nine degrees two minutes thirty-six seconds East ($N 69^{\circ}02'36'' E$) a distance of four hundred sixty-three and eighteen hundredths (463.18) feet to a 5/8 inch rebar set in a stone wall and marking the land now or formerly of Bayroot, LLC;

Thence leaving the land of said Central Maine Power and along the land of said Bayroot, LLC on a course of South thirty degrees twenty-four minutes forty-three seconds West ($S 30^{\circ}24'43'' W$) a distance of one hundred sixty-three and eighty hundredths (163.80) feet to a capped 5/8 inch rebar set at the aforementioned north line of said Canton Point Road;

Thence leaving the land of said Bayroot, LLC along the right of way line of said Canton Point Road and along a curve to the left said curve having a radius of six hundred forty and twenty-nine hundredths (640.29) feet, a central angle of twenty-eight degrees twenty-six minutes twenty-eight seconds (28°26'28"), an arc length of three hundred seventeen and eighty-four hundredths (317.84) feet, a chord bearing of South sixty-seven degrees eight minutes thirty-five seconds West (S 67°08'35" W) and distance of three hundred fourteen and fifty-eight hundredths (314.58) feet to the point of beginning

Said parcel contains 0.93 acres more or less

Parcel 2

Beginning at a capped 5/8 inch rebar set at the intersection of the generally Northerly line of the Central Maine Power Company as described in a deed recorded in the Oxford County Registry of Deeds Book 569, Page 587 and a point twenty-five (25) feet easterly of the centerline of a certain road or way known as Ludden Lane and formerly known as the Dunn Road;

Thence along the land of said Central Maine Power Company on a course of South sixty-nine degrees two minutes thirty-six seconds West (S 69°02'36" W) a distance of twenty-five and eleven hundredths (25.11) feet to a point located in the center of said road;

Thence leaving the land of said Central Maine Power Company, along the land retained by the grantor and along the center line of the traveled way of said road as it now exists on the following thirty (30) courses

North twenty-seven degrees one minute forty-one seconds West (N 27°01'41" W) a distance of one hundred forty and zero hundredths (140.00) feet to a point;

North thirty-one degrees twenty-seven minutes thirty seconds West (N 31°27'30" W) a distance of forty and zero hundredths (40.00) feet to a point;

North thirty-three degrees thirteen minutes thirty-five seconds West (N 33°13'35" W) a distance of fifty and zero hundredths (50.00) feet to a point;

North thirty-six degrees fifty-six minutes fifty-seven seconds West (N 36°56'57" W) a distance of one hundred seventy-five and zero hundredths (175.00) feet to a point;

North thirty-seven degrees twenty minutes twenty-six seconds West (N 37°20'26" W) a distance of seventy-five and zero hundredths (75.00) feet to a point;

North thirty-five degrees fifty-one minutes thirty-eight seconds West (N 35°51'38" W) a distance of seventy-five and zero hundredths (75.00) feet to a point;

North thirty-nine degrees forty-three minutes twelve seconds West (N 39°43'12" W) a distance of fifty and zero hundredths (50.00) feet to a point;

North forty-two degrees thirty-five minutes forty-eight seconds West (N 42°35'48" W) a distance of seventy-five and zero hundredths (75.00) feet to a point;

North thirty-eight degrees forty-five minutes forty-five seconds West (N 38°45'45" W) a distance of one hundred fifty and zero hundredths (150.00) feet to a point;

North thirty-seven degrees fourteen minutes fifty-four seconds West (N 37°14'54" W) a distance of seventy-five and zero hundredths (75.00) feet to a point;

North thirty-four degrees thirty-four minutes thirty-one West (N 34°34'31" W) a distance of one hundred twenty-five and zero hundredths (125.00) feet to a point;

North thirty degrees sixteen minutes twenty-one seconds West (N 30°16'21" W) a distance of fifty-five and zero hundredths (55.00) feet to a point;

North twenty-one degrees eleven minute fifty-three seconds West (N 21°11'53" W) a distance of forty-five and zero hundredths (45.00) feet to a point;

North ten degrees forty-five minutes sixteen seconds West (N 10°45'16" W) a distance of fifty and zero hundredths (50.00) feet to a point;

North eight degrees sixteen minutes twenty-one seconds West (N 08°16'21" W) a distance of forty-five and zero hundredths (45.00) feet to a point;

North one degree fifty-four minutes thirty-three seconds West (N 01°54'33" W) a distance of forty and zero hundredths (40.00) feet to a point;

North four degrees nine minutes forty-six East (N 04°09'46" E) a distance of sixty and zero hundredths (60.00) feet to a point

North ten degrees forty-one minutes thirty-two seconds East (N 10°41'32" E) a distance of fifty-five and zero hundredths (55.00) feet to a point;

North thirteen degrees thirty-five minutes fifteen seconds East (N 13°35'15" E) a distance of fifty and zero hundredths (50.00) feet to a point;

North fourteen degrees twenty-four minutes forty seconds East (N 14°24'40" E) a distance of fifty-five and zero hundredths (55.00) feet to a point;

North thirteen degrees twelve minutes seven seconds East (N 13°12'07" E) a distance of fifty and zero hundredths (50.00) feet to a point;

North sixteen degrees forty-seven minutes three seconds East (N 16°47'03" E) a distance of thirty-five and zero hundredths (35.00) feet to a point;

North twenty-four degrees forty-six minutes fifteen seconds East (N 24°46'15" E) a distance of

one hundred and zero hundredths (100.00) feet to a point;

North twenty-two degrees fifteen minutes fifty-three seconds East (N 22°15'53" E) a distance of thirty and zero hundredths (30.00) feet to a point;

North nineteen degrees seven minutes forty-two seconds East (N 19°07'42" E) a distance of one hundred seventy and zero hundredths (170.00) feet to a point;

North nineteen degrees forty-seven minutes thirty-two seconds East (N 19°47'32" E) a distance of sixty and zero hundredths (60.00) feet to a point;

North seventeen degrees forty-six minutes forty-two seconds East (N 17°46'42" E) a distance of two hundred eighty and zero hundredths (280.00) feet to a point;

North twelve degrees forty-four minutes five seconds East (N 12°44'05" E) a distance of one hundred and zero hundredths (100.00) feet to a point;

North fourteen degrees fifty-one minutes ten seconds East (N 14°51'10" E) a distance of seventy-five and zero hundredths (75.00) feet to a point;

North seventeen degrees forty-seven minutes forty-nine seconds East (N 17°47'49" E) a distance of eighteen and four hundredths (18.04) feet to a point located at the intersection of the land now or formerly of 243 DARRINGTON ROAD, LLC as described in a deed recorded in the Oxford County Registry of Deeds BOOK 4722, PAGE 205 and the land of BAYROOT, LLC as described in said registry of deeds in BOOK 1619, PAGE 1;

Thence leaving the center line of said road and the land of said 243 DARRINGTON ROAD, LLC and along the land of said BAYROOT, LLC on a course of North eighty-one degrees fourteen minutes thirty-eight seconds East (N 81°14'38" E) a distance of seventeen and sixty-three hundredths (17.63) feet to a wooden post found said post being located on a tie line a course of North nine degrees seven minutes thirty-seven seconds (N 09°07'37" W) a distance of two thousand one hundred sixty-five and eighty hundredths (2165.80) from the aforementioned capped 5/8 inch begun at;

Thence continuing along the land of said BAYROOT, LLC on the following eighteen (18) courses:

North eighty-one degrees fourteen minutes thirty-eight seconds East (N 81°14'38" E) a distance of three hundred one and twenty-eight hundredths (301.28) feet to a capped 5/8 inch rebar set;

South twelve degrees forty-two minutes nine seconds East (S 12°42'09" E) a distance of fifty-five and fourteen hundredths (55.14) feet to a capped 5/8 inch rebar set;

South twenty-three degrees forty minutes fifty-four seconds East (S 23°40'54" E) a distance of one hundred sixty-one and fifty-six hundredths (161.56) feet to a capped 5/8 inch rebar set;

South twenty-two degrees seventeen minutes fifty-one seconds East (S 22°17'51" E) a distance of twenty-three and forty-one hundredths (23.41) feet to a capped 5/8 inch rebar set;

South forty-four degrees twenty-one minutes eight seconds East (S 44°21'08" E) a distance of seventy-nine and sixty-seven hundredths (79.67) feet to a capped 5/8 inch rebar set;

South thirty-nine degrees forty-nine minutes eight seconds East (S 39°49'08" E) a distance of sixty-four and thirty-seven hundredths (64.37) feet to a capped 5/8 inch rebar set;

South fifteen degrees fifteen minutes twenty-one seconds East (S 15°15'21" E) a distance of one hundred six and eighty-three hundredths (106.83) feet to a capped 5/8 inch rebar set;

South twenty-six degrees thirty-nine minutes fifteen seconds East (S 26°39'15" E) a distance of eighty-two and fifty hundredths (82.50) feet to a capped 5/8 inch rebar set;

South three degrees fifty-four minutes one second East (S 03°54'01" E) a distance of one hundred twenty-seven and seventy-five hundredths (127.75) feet to a capped 5/8 inch rebar set;

South forty-three degrees twenty-one minutes and fifty-three seconds West (S 43°21'53" W) a distance of twenty-nine and fifty-four hundredths (29.54) feet to a capped 5/8 inch rebar set;

South fifteen degrees seventeen minutes twenty-three seconds East (S 15°17'23" E) a distance of one hundred fifty-one and thirty-three (151.33) feet to a capped 5/8 inch rebar set;

South thirty-five degrees sixteen minutes seventeen seconds East (S 35°16'17" E) a distance of eighty-eight and twenty-one hundredths (88.21) feet to a capped 5/8 inch rebar set;

South thirty degrees four minutes seventeen seconds East (S 30°04'17" E) a distance of one hundred twenty-three and forty-one hundredths (123.41) feet to a capped 5/8 inch rebar set;

South nineteen degrees thirty-seven minutes twenty-two seconds West (S 19°37'22" W) a distance of one hundred twelve and seventy-seven hundredths (112.77) feet to a capped 5/8 inch rebar set;

South twenty-nine degrees ten minutes fourteen seconds West (S 29°10'14" W) a distance of one hundred sixty-two and ninety-eight hundredths (162.98) feet to a capped 5/8 inch rebar set;

South twelve degrees fourteen minutes forty-one seconds East (S 12°14'41" E) a distance of seventy and seventy-three hundredths (70.73) feet to a capped 5/8 inch rebar set;

South twenty-three degrees eighteen minutes fifty-one seconds East (S 23°18'51" E) a distance of one hundred ten and thirty hundredths (110.30) feet to a capped 5/8 inch rebar set;

South fourteen degrees thirty minutes forty-four seconds East (S 14°30'44" E) a distance of one hundred seventy-four and ninety-nine hundredths (174.99) feet to a capped 5/8 inch rebar set;

South thirteen degrees forty-eight minutes forty-one seconds East (S 13°48'41" E) a distance of one hundred seventy-three and ninety-nine hundredths (173.99) feet to a capped 5/8 inch rebar set;

South eighteen degrees twenty-eight minutes six seconds East (S 18°28'06" East) a distance of two hundred eighty-four and ninety-nine hundredths (284.99) feet to a capped 5/8" rebar set on the line of the aforementioned land of Central Maine Power Company;

Thence leaving the land of said BAYROOT, LLC and along the land of said Central Maine Power Company on a course of South sixty-nine degrees two minutes thirty-six seconds West (S 69°02'36" W) a distance of four hundred ninety-two and eighty-six hundredths (492.86) feet to the point of beginning.

Said parcel contains 34.85 acres more or less

TOGETHER WITH a perpetual easement to cross and re-cross for all purposes of and for access, ingress and egress, with people, equipment and vehicles of all kinds, for drainage and for utilities (above and below ground), over a portion of Grantor's remaining land as described below including rights to grade, surface, resurface, upgrade, and maintain the full width of the Ludden Lane Easement for any purpose (the "Ludden Lane Easement"). The Ludden Lane Easement shall be held in gross by Grantee, its successors, heirs and assigns, and may be further transferred, leased or assigned by Grantee, in whole or in part, to others in gross or appurtenant to land. It is specifically acknowledged and agreed that Grantee's exercise of rights under the Ludden Lane Easement may result in access by Grantee and others claiming by, through, or under Grantee to lands other than those granted by Grantee under this deed.

The foregoing Easement rights are granted without warranty or covenant of title. Grantor hereby reserves the perpetual easement to cross and recross for access, ingress and egress with people, equipment and vehicles of all kinds for the benefit of Grantor's land remaining after the grant to Grantee in this deed, the full width of the Ludden Lane Easement. Grantor shall further have and hereby reserves the right for itself and its successors and assigns to grade, surface, resurface, upgrade, maintain the full width of the Ludden Lane Easement for any purpose.

The centerline of said Ludden Lane Easement being bounded and described as follows:

Beginning on the aforementioned land of said Worster at the intersection of centerline of a certain road or way known as Ludden Lane and formerly known as the Dunn Road or Whittemore Road and the generally Northerly line of the Canton Point Road (so called) said point being located along a curve to the left curve having a radius of six hundred forty and twenty-nine hundredths (640.29) feet, a central angle of two degrees fourteen minutes seventeen seconds (02°14'17"), an arc length of twenty-five and one hundredths (25.01) feet, a chord bearing of South fifty-one degrees forty-eight minutes thirteen seconds West (S 51°48'13" W) and distance of twenty-five and one hundredths (25.01) feet from a capped 5/8 inch rebar set marking the east line of said right of way;

Thence leaving the Canton Point Road, and along the land retained by the grantor and along the center line of the traveled way of said Ludden Lane as it now exists the following three (3) courses:

North thirty-six degrees zero minutes one second West (N 36°00'01" W) a distance of forty and zero hundredths (40.00) feet to a point;

North thirty-two degrees twelve minutes fifteen seconds West (N 32°12'15" W) a distance of fifty and zero hundredths (50.00) feet to a point;

North twenty-four degrees ten minutes fifty-six seconds West (N 24°10'56" W) a distance of thirty-two and forty-nine hundredths (32.49) feet to a point located at the south line of the land of the Central Maine Power Company said point also being located on a course of South sixty-nine degrees two minutes thirty-six seconds West (S 69°02'36" W) a distance of twenty-five and four hundredths (25.04) feet from a capped 5/8 inch rebar set marking the aforementioned east line of said Easement;

Thence leaving the land of said Worster, continuing along the centerline of said Ludden Lane and across the land of said Central Maine Power Company the following three (3) courses:

North twenty degrees forty-five minutes thirty-seven seconds West (N 20°45'37" W) a distance of seventy-five and zero hundredths (75.00) feet to a point;

North twenty-two degrees fifty minutes nine seconds West (N 22°50'09" W) a distance of fifty and zero hundredths (50.00) feet to a point;

North twenty-six degrees twenty-five minutes twenty-two seconds West (N 26°25'22" W) a distance of twenty-five and fourteen hundredths (25.14) feet to a point at the aforementioned land of said Worster which is bisected by said land of Central Maine Power Company said point also being located on a course of South sixty-nine degrees two minutes thirty-six seconds West (S 69°02'36" W) a distance of twenty-five and eleven hundredths (25.11) feet from a capped 5/8 inch rebar set marking the aforementioned east line of said Easement;

Thence leaving the land of said Central Maine Power Company, along the land retained by the grantor and along the center line of the traveled way of said road as it now exists on the following thirty (30) courses

North twenty-seven degrees one minute forty-one seconds West (N 27°01'41" W) a distance of one hundred forty and zero hundredths (140.00) feet to a point;

North thirty-one degrees twenty-seven minutes thirty seconds West (N 31°27'30" W) a distance of forty and zero hundredths (40.00) feet to a point;

North thirty-three degrees thirteen minutes thirty-five seconds West (N 33°13'35" W) a distance of fifty and zero hundredths (50.00) feet to a point;

North thirty-six degrees fifty-six minutes fifty-seven seconds West (N 36°56'57" W) a distance of one hundred seventy-five and zero hundredths (175.00) feet to a point;

North thirty-seven degrees twenty minutes twenty-six seconds West (N 37°20'26" W) a distance of seventy-five and zero hundredths (75.00) feet to a point;

North thirty-five degrees fifty-one minutes thirty-eight seconds West (N 35°51'38" W) a distance of seventy-five and zero hundredths (75.00) feet to a point;

North thirty-nine degrees forty-three minutes twelve seconds West (N 39°43'12" W) a distance of fifty and zero hundredths (50.00) feet to a point;

North forty-two degrees thirty-five minutes forty-eight seconds West (N 42°35'48" W) a distance of seventy-five and zero hundredths (75.00) feet to a point;

North thirty-eight degrees forty-five minutes forty-five seconds West (N 38°45'45" W) a distance of one hundred fifty and zero hundredths (150.00) feet to a point;

North thirty-seven degrees fourteen minutes fifty-four seconds West (N 37°14'54" W) a distance of seventy-five and zero hundredths (75.00) feet to a point;

North thirty-four degrees thirty-four minutes thirty-one seconds West (N 34°34'31" W) a distance of one hundred twenty-five and zero hundredths (125.00) feet to a point;

North thirty degrees sixteen minutes twenty-one seconds West (N 30°16'21" W) a distance of fifty-five and zero hundredths (55.00) feet to a point;

North twenty-one degrees eleven minutes fifty-three seconds West (N 21°11'53" W) a distance of forty-five and zero hundredths (45.00) feet to a point;

North ten degrees forty-five minutes sixteen seconds West (N 10°45'16" W) a distance of fifty and zero hundredths (50.00) feet to a point;

North eight degrees sixteen minutes twenty-one seconds West (N 08°16'21" W) a distance of forty-five and zero hundredths (45.00) feet to a point;

North one degree fifty-four minutes thirty-three seconds West (N 01°54'33" W) a distance of forty and zero hundredths (40.00) feet to a point;

North four degrees nine minutes forty-six seconds East (N 04°09'46" E) a distance of sixty and zero hundredths (60.00) feet to a point

North ten degrees forty-one minutes thirty-two seconds East (N 10°41'32" E) a distance of fifty-five and zero hundredths (55.00) feet to a point;

North thirteen degrees thirty-five minutes fifteen seconds East (N 13°35'15" E) a distance of fifty

and zero hundredths (50.00) feet to a point;

North fourteen degrees twenty-four minutes forty seconds East (N 14°24'40" E) a distance of fifty-five and zero hundredths (55.00) feet to a point;

North thirteen degrees twelve minutes seven seconds East (N 13°12'07" E) a distance of fifty and zero hundredths (50.00) feet to a point;

North sixteen degrees forty-seven minutes three seconds East (N 16°47'03" E) a distance of thirty-five and zero hundredths (35.00) feet to a point;

North twenty-four degrees forty-six minutes fifteen seconds East (N 24°46'15" E) a distance of one hundred and zero hundredths (100.00) feet to a point;

North twenty-two degrees fifteen minutes fifty-three seconds East (N 22°15'53" E) a distance of thirty and zero hundredths (30.00) feet to a point;

North nineteen degrees seven minutes forty-two seconds East (N 19°07'42" E) a distance of one hundred seventy and zero hundredths (170.00) feet to a point;

North nineteen degrees forty-seven minutes thirty-two seconds East (N 19°47'32" E) a distance of sixty and zero hundredths (60.00) feet to a point;

North seventeen degrees forty-six minutes forty-two seconds East (N 17°46'42" E) a distance of two hundred eighty and zero hundredths (280.00) feet to a point;

North twelve degrees forty-four minutes five seconds East (N 12°44'05" E) a distance of one hundred and zero hundredths (100.00) feet to a point;

North fourteen degrees fifty-one minutes ten seconds East (N 14°51'10" E) a distance of seventy-five and zero hundredths (75.00) feet to a point;

North seventeen degrees forty-seven minutes forty-nine seconds East (N 17°47'49" E) a distance of eighteen and four hundredths (18.04) feet to a point said point also being located on a course of South eighty-one degrees fourteen minutes thirty-eight seconds West (S 81°14'38" W) a distance of seventeen and sixty-three hundredths (17.63) feet from a wood post found said point also marking the intersection of the land now or formerly of 243 DARRINGTON ROAD, LLC as described in a deed recorded in the Oxford County Registry of Deeds BOOK 4722, PAGE 205 and the land of BAYROOT, LLC as described in said registry of deeds in BOOK 1619, PAGE 1 and being the termination said easement said easement having a width of forty (40) feet and being parallel and twenty (20) feet from the afore described centerline with sidelines being lengthened or shortened reciprocally to form a continuous and uninterrupted line on either side of said centerline.

The property herein conveyed is further benefited by an easement across land of the Central Maine Power Company as described in a deed recorded in said Registry in Book 569, Page 587.

DEED
(Fee interest, easement and agreement)

KNOW ALL PERSONS BY THESE PRESENTS, THAT **SADDLEBACK RIDGE WIND, LLC**, a Massachusetts limited liability company, with a business and mailing address of c/o Patriot Renewables, LLC, 549 South Street, Quincy, MA 02169 ("**Grantor**" or "**Saddleback**"), for consideration paid by **CENTRAL MAINE POWER COMPANY**, a Maine corporation with a place of business at 83 Edison Drive, Augusta, Kennebec County, Maine 04336 ("**Grantee**" or "**CMP**"), the receipt of which is hereby acknowledged, does hereby grant, assign and convey unto the said Grantee, its successors and assigns, forever, **QUITCLAIM WITH COVENANT**, the following land and easements, subject to the covenants and reservations set forth below.

GRANTEE FEE PARCEL AND EASEMENTS

(Land North of Canton Point Road and East of Ludden Lane)

CMP Fee Parcel - Substation and Transmission Facilities Lot.

A certain parcel of land conveyed in fee to Grantee located in the Town of Canton, County of Oxford, State of Maine, generally lying northerly of Canton Point Road as presently laid out in the Town of Canton, being a portion of the parcel described in the deed from Linwood E. Worster and Roxanne S. Worster to Grantor dated November 7, 2012 and recorded in Book 4917, Page 223 of the Oxford (East) Registry of Deeds (said Grantor's land being more particularly described in **Exhibit A** attached hereto and made a part hereof and said portion of Grantor's land being conveyed to Grantee is hereinafter referred to collectively as the "**CMP Fee Parcel**"). The Grantee Fee Parcel is shown on a survey entitled "Boundary Survey of Central Maine Power Company Property" dated January 24, 2013 prepared by Lane H. Gray, a reduced copy of which is attached hereto as **Exhibit B** and made a part hereof (hereinafter the "**Survey**"). The Survey shall be recorded on the same or an even date hereof. The CMP Fee Parcel is more particularly described on **Exhibit C** attached hereto and made a part hereof, and is subject to the terms, conditions, reservations and easements set forth herein. Grantor acknowledges that Grantee intends to construct electrical substation and transmission and distribution facilities within the CMP Fee Parcel and the rights and easements granted below are, among other things, intended to accommodate and allow for the safe and reliable construction, maintenance and operation of substation, transmission and distribution facilities.

CMP Vegetation Management Easement.

Subject to the conditions, rights and reservations set forth below, Grantor grants to Grantee the perpetual right and easement, in common with Grantor as and to the extent provided herein, at any time or times, (i) to enter on adjacent land of the Grantor for the purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of said Grantee Fee Parcel that in falling would in the judgment of the Grantee interfere with or endanger the operation and maintenance of any lines constructed within said CMP Fee Parcel; (ii) to enter into an adjacent area being the land of Grantor located between the westerly boundary of the CMP Fee Parcel described above and the Access Easement as defined below, as further depicted on the

MAINE REAL ESTATE
TRANSFER TAX PAID

Survey attached hereto as Exhibit B and as further described and depicted in detail on the attached Exhibits D and D-1 for vegetation management purposes (CMP "Vegetation Management Easement Area"). Grantee will provide advance written notice to Grantor of any proposed cutting, trimming, removing and clearing of any trees and timber and will permit Grantor or its designee to observe the same. Any timber severed by Grantee on any easement area or adjacent land of Grantor shall remain the property of Grantor, and Grantee shall land any and all such timber in the manner specified by Grantor prior to such removals.

CMP Access Easement and Grading Easement.

A perpetual non-exclusive easement and right of way, in common with Grantor for access by foot and vehicle to, along and across the land of Grantor for ingress, egress and utilities to and from the CMP Fee Parcel from Canton Point Road and Ludden Lane as the same may be relocated from time to time (provided that any relocated right of way does not diminish or restrict Grantee's right of access to and from the CMP Fee Parcel to Ludden Lane). Grantor has constructed, or hereby agrees to construct, and maintain at its sole cost and expense a suitable road way along the route depicted on Exhibit B as the "Non-Exclusive Central Maine Power Company Access Easement" running from the CMP Fee Parcel to Ludden Lane to accommodate vehicles and equipment. In addition, Grantor grants to Grantee a perpetual easement and right to install, locate construct, relocate, repair and maintain, all at Grantee's sole expense, an additional right of way for access by foot and vehicle to, along and across the above described Vegetation Management Easement Area for ingress, egress to and from the Grantee Fee Parcel and the above described access road as the same may be located from time to time (provided that any relocated right of way does not diminish or restrict Grantor's right of access to and from the CMP Fee Parcel to Ludden Lane). In the event that Grantee shall construct an additional right of way, Grantee shall seek, at its own expense, all necessary permits and entitlements related to such additional right of way. Neither Grantor nor Grantee shall have any obligation whatsoever hereunder with respect to installing pavement and/or storm water filtration. Notwithstanding the foregoing, however, Grantee shall also have the right but not the obligation to enter upon the land of Grantor (including without limitation with workers and all necessary tools, vehicles and machinery), to construct, install, maintain, repair, grade, excavate, fill, and pave (i) a suitable roadway extending from the substation area of the CMP Fee Parcel to said Canton Point Road to be located generally as depicted on Exhibit B and (ii) a storm water filtration system along such roadway, if Grantor elects not to do so following a request from Grantee to Grantor; including without limiting the foregoing, are such rights as are necessary and sufficient to meet the municipal and other applicable permit requirements for access to the CMP Fee Parcel.

Provided further that the above described access road from Ludden Lane to the CMP Fee Parcel will be located and constructed at least fifty (50) feet from Grantee's transmission line facilities to be located within the CMP Fee Parcel as generally depicted on the sketch attached hereto as Exhibit B.

Without limiting the foregoing, the Access Easement granted herein across Grantor's land is intended to provide access from the CMP Fee Parcel (substation area) to Canton Point Road (as the same may be relocated from time to time), via Ludden Lane in the approximate locations depicted on Exhibit B. Grantor shall at all times obtain and maintain, at its sole cost and

expense, for the benefit of Grantee and Grantor the right of access to, along and across Ludden Land to and from Grantor's land and the Canton Point Road, also generally as depicted on Exhibit B.

Also conveying an easement to construct, maintain and modify such grading and landscaping in the areas surrounding the CMP Fee Parcel as Grantee reasonably deems necessary in connection with the construction, maintenance and operation of an electrical substation on the CMP Fee Parcel, provided that the same shall be performed and maintained so as to prevent soil erosion, sedimentation and soil rutting within or adjacent to the CMP Fee Parcel and the Grantor's land.

All rights and easements granted hereunder, including the Access Easement and Grading Easement shall be appurtenant to the CMP Fee Parcel provided that the rights thereto may be assigned in whole or in part. Grantee's exercise of the Access Easement and Grading Easement shall be done in a manner that causes the least interference possible with Grantor's access to and use of Grantor's land and rights reserved herein, and Grantee acknowledges that Grantor may locate poles, wires and other infrastructure within the Access Easement as shown on Exhibit B.

CMP Anchor and Guying Easement Rights.

1. Between Canton Point Road and Central Maine Power Corridor.

A perpetual right and easement to enter upon (including without limitation with workers and all necessary tools, vehicles and machinery), to dig holes, erect, bury, construct, maintain, repair, rebuild, respace, replace, operate, patrol, access and remove suitable and sufficient poles, anchors and guys equipment and facilities with sufficient foundations together with wires, cables or lines strung upon, within or extending between the same for the transmission of energy, and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, including for the purposes of constructing, operating, maintaining, repairing and replacing interconnecting transmission lines under and across Grantor's land lying southerly of Grantee's transmission corridor described in Book 569, Page 587 of the Oxford (East) Registry of Deeds, northerly of the Canton Point Road, described more particularly in Exhibit E attached hereto and made a part hereof, and generally depicted as the Anchor and Guying Rights Easement Area on Exhibit B (the "CMP Anchor and Guying Rights Area"). Grantee shall have the further right to enter Grantor's land (including without limitation with workers and all necessary tools, vehicles and machinery) lying within the above described CMP Anchor and Guying Rights Area for vegetation management purposes.

2. Within the CMP Vegetation Management Easement Area.

A perpetual, right and easement to enter upon (including without limitation with workers and all necessary tools, vehicles and machinery), for all purposes including to dig holes, erect, bury, construct, maintain, repair, rebuild, respace, replace, operate, patrol, access and remove suitable and sufficient poles, anchors and guys equipment and facilities with sufficient foundations together with wires, cables or lines strung upon, within or extending between the same for the transmission of energy, and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, including for the purposes of constructing, operating, maintaining, repairing and replacing interconnecting transmission lines under and

across Grantor's land (i) lying within the above described Vegetation Management Easement Area and shown on Exhibit B.

GRANTOR RESERVATIONS AND EASEMENTS

Notwithstanding anything to the contrary herein, the herein conveyed land and easements are subject to the following:

1. Reservation of Saddleback Collector Substation Easement

Grantor reserves the perpetual right and easement, which shall be held exclusively by Grantor except as to Grantee's access rights or other rights as provided elsewhere herein, to enter upon (including without limitation with workers and all necessary tools, vehicles and machinery), for all purposes including to dig holes, to erect, bury, construct, maintain, repair, rebuild, respace, replace, operate, patrol, access and remove energy, and communications transmission and distribution lines consisting of suitable and sufficient poles, substation and equipment, pipes, transformers, ductbanks and conduits, with sufficient foundations together with wires, cables or lines strung upon, within or extending between the same for the transmission of energy, and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, for the purposes of constructing, operating, maintaining, repairing and replacing the generation gathering substation and its interconnecting generator lead transmission and distribution lines across the portion of the above referenced CMP Fee Parcel in the area designed and reasonably approved by Grantee, being more particularly described in Exhibit F attached hereto and made a part hereof (the "Saddleback Collector Substation Easement Area") shown on Exhibit B; and the initial configuration of facilities are generally depicted in Exhibit B provided, further that any lines constructed across any roads constructed within the CMP Fee Parcel shall be subject to Grantee's advance approval for safety design purposes, which approval shall not be unreasonable withheld, and shall maintain a minimum line height clearance acceptable to Grantee (but in no event less than twenty two feet). Grantor further reserves the right to connect additional generator lead transmission and distribution lines to the Saddleback Collector Substation Easement Area in a manner consistent with sound utility practice and otherwise subject to the terms of this Agreement.

Without limiting Grantee's access rights within the Collector Substation Easement Area, or any other rights of Grantee herein, Grantee also shall have the right, upon prior reasonable notice to Grantor (being at least five (5) business days in advance, except in cases of emergency, for which no prior notice is required) to enter onto the Collector Substation Easement Area for purposes incidental to maintenance of CMP's substation and transmission facilities, provided that any such activities shall not endanger or materially interfere with Grantor's improvements thereon. In cases of emergency, Grantee shall notify Grantor, within a reasonable period of time after any entry in case of emergency, of the scope and extent of any such maintenance performed by Grantee.

2. Co-location of transmission and distribution lines within Grantee Fee Parcel.

Notwithstanding any provision to the contrary herein, Grantor and Grantee each covenant and agree with the other that any and all of respective transmission and distribution facilities located within the substation yard of the CMP Fee Parcel will be: a) constructed, maintained and replaced such that the centerline of any of their respective transmission lines shall permit and maintain, to the extent practicable, acceptable minimum distance from the other in accordance with good utility practices, and, b) the location of any such transmission and distribution facilities shall not unreasonably limit, preclude or interfere with the location of the other's transmission and distribution lines interconnecting to their respective collector substation, the approximate location of each are substantially as shown on Exhibit B, and with any other rights reserved by Grantor herein.

3. Collector Substation Access Easement.

Grantor's use of the Saddleback Collector Substation Easement Area shall not interfere with Grantee's access to its own substation facilities, including the proposed access road within the Saddleback Collector Substation Easement Area as shown on Exhibit B. Grantor reserves a perpetual non-exclusive easement and right of way, in common with Grantee, for access by foot and vehicle (including without limitation with workers and all necessary tools, vehicles and machinery) to, along and across those portions of any access road constructed by Grantee as may fall within the substation yard within the Saddleback Collector Substation Easement Area to gain access to the Saddleback collector substation and transmission lines.

4. Ludden Lane Crossing (across Grantee's Transmission Corridor).

There is reserved to (to the extent Grantor currently holds such rights by virtue of any prior rights to Ludden Lane) and/or Grantee hereby grants to the Grantor, the perpetual right and easement to use and cross, at Grantor's sole risk and expense on foot and with vehicles over and upon that portion of the existing Ludden Lane (so-called) as it crosses over Grantee's existing transmission corridor located on Tax Map R-8, Lot 18 as shown on Exhibit B ("Ludden Lane Crossing Rights") at such times and in such manner as will not in any way interfere with any use that the Grantee may make of said transmission corridor provided always, that this reservation is made on the express condition that no building or other structure, including roadways and utility lines other than those expressly permitted below, will be erected, maintained or permitted to be erected or maintained by the Grantor on Ludden Lane within the transmission corridor and provided further that the crossing rights so reserved shall at all times be expressly subject to the right of the Grantee to make such use of said transmission corridor as it or they may desire in any way not inconsistent with the grant herein at any and all times, including the right to clear and keep clear said premises of all trees, timber and bushes growing thereon by such means as the Grantee may select, without liability on the part of the Grantee, its successor and assigns, to the Grantor, his heirs and assigns. Grantor further reserves the right to construct, install, maintain, repair, grade, excavate, fill, and pave (i) a suitable roadway along Ludden Lane and (ii) a storm water filtration system along such roadway, if Grantee elects not to do so following a request from Grantor to Grantee (Grantee having no obligation whatsoever hereunder with respect to pavement and/or storm water filtration) along Ludden Lane, including without limiting the foregoing, such rights as are necessary and sufficient to meet the municipal and other applicable permit requirements for Grantor's access to and use of those portions of

Ludden Lane as may be located on Grantee's land subject to Grantee's written approval to the extent such work occurs within the above described existing Grantee transmission corridor.

5. Additional Vehicle Crossing Rights.

There is reserved to the Grantor, at Grantor's sole risk and expense the right to cross under the CMP transmission lines (designated as line Sections 229 and 280 on Exhibit B) located within the CMP Fee Parcel by foot and with vehicles upon written request to do so (email or other electronic correspondence being deemed a written request), provided that such crossing shall be allowed only at a location designated by Grantee and at such times and in such manner as will not in any way interfere with any use of the CMP Fee Parcel; provided that this reservation is made on the express condition that no building or other structure, including roadways and utility lines, will be erected, maintained or permitted to be erected or maintained by the Grantor thereon without the further express written consent of CMP, and provided further that the crossing rights so reserved shall at all times be expressly subject to the prior right of the Grantee's use of the CMP Fee Parcel.

In consideration of the right to use said Ludden Road for crossing the transmission corridor, as herein reserved, and the right to cross under its transmission lines as set forth in subparagraph 6 above, the Grantor does hereby release the Grantee from any and all claims and demands of every kind and nature which the Grantor now have or may have in the future against the Grantee arising out of or in connection with the use of the premises hereby conveyed as above set forth.

GENERAL RIGHTS AND CONDITIONS

1. Fencing and Gates.

Within the Access Easement, Vegetation Management Easement, and CMP Fee Parcel, Grantee shall have the right to erect and maintain signage, gates, fences and other barriers as reasonably necessary to restrict recreational vehicles or other public access to, from and within the CMP Fee Parcel; provided, however, that any such gates, fences or barriers shall not interfere with Grantor's exercise of any rights retained herein and Grantor's use of and access to and from any other lands of Grantor; and provided further that Grantee shall provide commercially reasonable advance written notice, (together with plans and drawings of the same) to Grantor prior to installing any gates, fences or other barriers. Grantor shall have the right to erect and maintain signage, gates, fences and other barriers as reasonably necessary to restrict recreational vehicles or other public access to and from Grantor's land; provided, however, that any such gates, fences or barriers shall not interfere with Grantee's use of and access to and from the Access Easement, Vegetation Management Easement and the CMP Fee Parcel; and provided further that Grantor shall provide commercially reasonable advance written notice, (together with plans and drawings of the same) to Grantee prior to installing any gates, fences or other barriers. Notwithstanding the foregoing, Grantor shall not install any gate or fence around the perimeter of any portion of the CMP Fee Parcel on which Grantee has erected such a gate or fence. Without limiting the foregoing, and for purposes of illustration only, Grantor and Grantee

contemplate that fencing around the respective substation facilities will initially be installed generally as shown on Exhibit B.

Without limiting the foregoing, Grantor and Grantee each covenant and agree that any portions of their respective property or easement areas fenced in from time to time shall be secured to restrict access by third parties, provided that Grantor and Grantee shall each have access for all purposes and uses granted or reserved herein. Each party shall be required to maintain their own gates and fences in good repair and condition, except for any repairs necessitated by the actions of the other party, in which case that other party shall be responsible for such repairs. Neither party shall gate Ludden Lane or any road providing access to the Saddleback Substation Collector Easement Area without prior permission of the other, and neither party hereto makes any representations or warranties as to the use of Ludden Lane by other parties or the public nor the ability to gate any portion of Ludden Lane as may be used by others.

2. Safety Regulations and Standards.

Grantor and Grantee shall have the right to establish certain safety regulations applicable to their respective properties that they may deem necessary and proper for the operation of the rights herein granted or reserved and for the transmission of electricity (the "Safety Regulations"), which Safety Regulations shall be consistent with, as applicable, the National Electric Safety Code, applicable OSHA standards for worker safety and health, the standards governing operational reliability of the North American Energy Reliability Council (NERC), the Federal Energy Regulatory Commission (FERC) regulations and standards, the Independent System Operator - New England (ISO-NE) rules and standards and/or any similar national, regional or state standards, and otherwise subject to normal and customary utility standards and practices. Each party hereto shall provide the other with a copy of such safety regulations, as the same may be amended from time to time.

3. Stormwater Management.

All components of any stormwater management system on the CMP Fee Parcel (including the Saddleback Collector Substation Easement Area), including the substation yard, culverts, slopes, and riprap around and abutting the above described substation facilities of Grantee and Grantor shall be installed substantially in accordance with the applicable Department of Environmental Protection approved stormwater management plan, or such other plan or amended plan as Grantee and Grantor may mutually agree upon. Demarcation of inspection and maintenance responsibilities of any such stormwater management system components shall be as agreed upon by Grantee and Grantor in a separate unrecorded written agreement, which agreement shall be on substantially the same terms as previously agreed to by Grantor and Grantee.

4. Use and Maintenance Agreement.

Grantee and Grantor may, on mutually acceptable terms, at the option of either party, enter into an unrecorded agreement regarding the use and maintenance of the co-located facilities on the above described parcels, providing operational guidance to both parties, as defined below, in connection with construction upon, ongoing maintenance and use of, and responsibilities and

liabilities with respect to the easements and rights conveyed and reserved herein, a copy of which shall be kept on file at the offices of both parties. Each party shall be responsible for maintenance, and repair, for such roads as that party may install pursuant to the Access Easement and other easements granted herein and Grantor shall be responsible for snow removal, parking lot and road maintenance and repair with respect to all other areas of Grantor's property. Notwithstanding the foregoing, Grantee and Grantor shall be responsible for the costs of any road repair arising from their respective use of any roads by either or anyone claiming access by, through or under Grantee or Grantor. Notwithstanding the rights and obligations contained herein, in the event that a party fails to make repairs or undertake snow removal the other party may undertake such repairs and snow removal to ensure safe and adequate access to and from the CMP Fee Parcel.

5. Successors and Assigns.

The terms Grantor (or Saddleback) and Grantee (or CMP) shall include their respective heirs, successors, executors, affiliates or assigns. The burdens of the easements, covenants and agreements contained herein shall be appurtenant to and shall run with the Grantee Fee Parcel and/or Grantor's remaining land as the case may be. The benefit, however, of the easements and rights hereby granted to or reserved by Grantor or Grantee is or shall not be appurtenant to any particular property, but shall be transferable in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantor or Grantee, it being the intent of the parties that such benefit may be transferred to any successors or assignees of Grantor, and expressly acknowledged that Grantor's rights both reserved and granted hereunder are held in gross and may be further conveyed to other parties.

6. Permits.

Any use or activities performed by or on behalf of a party hereto on or over the Grantor's land or on or over land and easement areas conveyed or reserved herein shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, safety regulations), and shall further not cause the other party hereto to breach any condition or term of any permit or approval governing the other party's activity on said lands. Each party shall reasonably coordinate with the other party and provide reasonable advance notice and descriptions of proposed site modifications so that the other party may ensure that the planned activities will not negatively affect the other party's aforesaid permit compliance obligations.

Each party will use all reasonable efforts to avoid subjecting the other party's lands and easements to any stipulation or permit condition pertaining to vegetation management, including but not limited to stipulations and permit conditions of the Maine Department of Environmental Protection. However, in the event Grantor or Grantor's land is subjected to such a stipulation or permit condition, each party agrees to reimburse the other party for any and all actual additional costs to the other resulting from compliance with any such stipulation or condition, unless the said party is otherwise required to pay for such costs under any written contract between Grantee and Grantor, including any interconnection agreement with respect to the interconnection of Grantor's electric facilities to Grantee's electric facilities.

Provided however that nothing herein shall be construed to limit or restrict Grantee's right to construct and operate a substation and appurtenant transmission lines within the Grantee Fee Parcel.

7. Notices.

All notices, claims, certificates, requests, demands and other communications required to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the respective addresses set forth above, or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above. Each party, its successors and assigns, shall keep the other party advised of its current mailing address and the representative who will handle inquiries and notifications hereunder.

8. No partnership or joint venture.

The parties to this Deed execute the same solely as a Grantor and Grantee. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other.

9. Counterpart signatures.

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

10. Governing Law

This Deed shall be interpreted and construed under the laws of the State of Maine.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, Sealed and Delivered
in presence of:

CENTRAL MAINE POWER COMPANY,
a Maine corporation

Carol A. Poirer
Witness

By: [Signature]
Sara J. Burns
Its: President and Chief Executive Officer

AND

Carol A. Poirer
Witness

By: [Signature]
Eric N. Stinneford
Its: Treasurer, Controller and Clerk

STATE OF MAINE
COUNTY OF KENNEBEC, ss.

On February 11th, 2013, personally appeared the above-named Sara J. Burns, President and Chief Executive Officer of Central Maine Power Company in her said capacity, and acknowledged the foregoing to be her free act and deed and the free act and deed of Central Maine Power Company.

Before me,
[Signature]
Notary Public
Printed Name: Scott M. Emery
06/16/2018

STATE OF MAINE
COUNTY OF KENNEBEC, ss.

On February 11th, 2013, personally appeared the above-named Eric N. Stinneford, Treasurer, Controller and Clerk of Central Maine Power Company in his said capacity, and acknowledged the foregoing to be his free act and deed and the free act and deed of Central Maine Power Company.

Before me,
[Signature]
Notary Public
Printed Name: Scott M. Emery
8/16/2018

IN WITNESS WHEREOF, the said **SADDLEBACK RIDGE WIND, LLC** has caused this instrument to be signed and sealed by Jay M. Cashman, its Manager, this 29th day of January, 2013, and **CENTRAL MAINE POWER COMPANY** has caused this instrument to be sealed with its corporate seal and executed by Sara J. Burns, President and Chief Executive Officer this 10th day of February, 2013.

Signed, Sealed and Delivered
in presence of:

SADDLEBACK RIDGE WIND, LLC
a Massachusetts limited liability company

Lindsay Galbraith
Witness

By: [Signature]
Jay M. Cashman
Its: Manager

STATE OF MASS
COUNTY OF ss. Norfolk

On JANUARY 29, 2013, personally appeared the above-named Jay M. Cashman, Manager of Saddleback Ridge Wind, LLC in his said capacity, and acknowledged the foregoing to be his free act and deed and the free act and deed of Saddleback Ridge Wind, LLC.

Before me,

[Signature]
Notary Public
Printed Name: Diane Williams

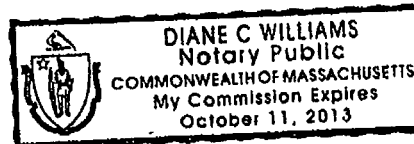


EXHIBIT A

Grantor's Property

Reference is made to the deed and legal description from Linwood E. Worster and Roxanne S. Worster to Grantor dated November 7, 2012 and recorded in Book 4917, Page 223 of the Oxford (East) Registry of Deeds.

EXHIBIT B



EXHIBIT C

CMP FEE PARCEL

(substation yard and transmission corridor)

A certain parcel or lot of land being located in the Town of Canton, County of Oxford, State of Maine and being more particularly bounded and described as follows:

Beginning at a capped $\frac{3}{4}$ inch rebar set on the north line of property of the Grantee herein as described in a deed recorded in Oxford Registry of Deeds Book 569, Page 587 ("Grantee's Property"), said rebar being located on a bearing of North sixty-nine degrees two minutes thirty-six seconds East (N 69°02'36" E) a distance of seventy and zero hundredths (70.00) feet from a capped $\frac{3}{4}$ inch rebar set at a point located on said north line of the Grantee's Property and at a point twenty (20') feet easterly of the centerline of a certain Road or way known as Ludden Lane;

Thence leaving the land of the Grantee and running north along the land to be retained by the Grantor of a course of North eleven degrees twenty-one minutes ten seconds West (N 11°21'10" W) a distance of nine hundred sixteen and ten hundredths (916.10) feet to a capped $\frac{3}{4}$ inch rebar set at an angle point;

Thence from the angle point continuing along the land to be retained by the Grantor on a course of North sixty degrees six minutes forty-two seconds West (N 60°06'42" W) a distance of two hundred twenty-six and two hundredths (226.02) feet to a capped $\frac{5}{8}$ inch rebar set;

Thence continuing along the land to be retained by the Grantor on a course of North twenty-nine degrees fifty-three minutes eighteen seconds East (N 29°53'18" E) a distance of three hundred ten and zero hundredths (310.00) feet to a capped $\frac{3}{4}$ inch rebar set;

Thence continuing along the land to be retained by the Grantor on a course of South sixty degrees six minutes forty-two seconds East (S 60°06'42" E) a distance of four hundred ninety-five and zero hundredths (495.00) feet to a capped $\frac{3}{4}$ inch rebar set;

Thence continuing along the land to be retained by the Grantor on a course of South twenty-nine degrees fifty-three minutes eighteen seconds West (S 29°53'18" W) a distance of two hundred seventy-five and fifty hundredths (275.50) feet to a capped $\frac{3}{4}$ inch rebar set;

Thence continuing along the land to be retained by the Grantor on a course of South eleven degrees twenty-one minutes ten seconds East (S 11°21'10" E) a distance of seven hundred twenty-six and sixty-five hundredths (726.65) feet to a capped $\frac{3}{4}$ inch rebar set on the north line of the Grantee's Property;

Thence leaving the land to be retained by the Grantor and running along the land of the Grantee on a course of South sixty-nine degrees two minutes thirty-six seconds West (S 69°02'36" W) a distance of two hundred twenty-eight and twenty hundredths (228.20) feet to the aforementioned point of beginning.

Said parcel contains 7.65 acres more or less

EXHIBIT D
Vegetation Management Easement Area
(Secondary Access and Guying)

A certain parcel or lot of land being located in the Town of Canton, County of Oxford, State of Maine and being more particularly bounded and described as follows:

Beginning at a point located at the northeast terminus of a twenty-four foot wide non-exclusive access easement from Ludden Lane (so called) to the portion of the property to be conveyed to Central Maine Power Company and designated as the substation area said area also being designated as the Saddleback Collector Substation Easement Area (so called) as shown on a survey entitled "Boundary Survey of Central Maine Power Company Property" dated January __, 2013 prepared by Lane H. Gray and recorded in the Oxford County (East) registry of deeds on or near the date hereof (a reduced copy of said survey depicting this vegetation management easement area being attached hereto as Exhibit D-1), said point being located on the south line of said Saddleback Collector Substation Easement Area property and being located on a course of South sixty-degrees six minutes forty-two seconds East (S 60°06'42" E) a distance of one hundred fourteen and ninety-one hundredths (114.91) feet from a capped 5/8 inch rebar set at the southwest corner of said substation area;

Thence along the line of said Saddleback Collector Substation Area on a course of South sixty-degrees six minutes forty-two seconds East (S 60°06'42" E) a distance of one hundred eleven and eleven hundredths (111.11) feet to a capped 5/8 inch set at a corner of said CMP Fee Parcel (so called);

Thence turning and leaving the line of said Saddleback Collector Substation Area and running along the West line of the transmission line portion (as shown on the above referenced Survey) of the CMP Fee Parcel (so called) on a course of South eleven degrees twenty-one minutes ten seconds East (S 11°21'10" E) a distance of two hundred twenty-two and fifty-three hundredths (222.53) feet to a point;

Thence turning and leaving the land of said CMP Fee Parcel (so called) and running through the land of the Grantor on a radial course of South eighty-nine degrees fifty-nine minutes four seconds West (S 89°59'04" W) a distance of fifty and one hundredth (50.01) feet to a point of tangency on the Easterly line of the aforementioned 24 foot Access Easement;

Thence turning and running along the East line of said Access Easement on a course of North zero degrees zero minutes fifty-six seconds West (N 00°00'56" W) a distance of ninety-two and sixty-one hundredths (92.61) feet to a point of curvature;

Thence continuing along said access easement on a curve to the left said curve having a radius of one hundred sixty-two and zero hundredths (162.00) feet, an interior angle of thirty-four degrees thirty-six minutes twenty seconds (34°36'20"), an arc length of ninety-seven and eighty-five hundredths (97.85) feet, a chord bearing of North seventeen degrees nineteen minutes six seconds West (N 17°19'06" W) and distance of ninety-six and thirty-six hundredths (96.36) feet to a point of tangency;

Thence continuing along said access easement on a course of North thirty-four thirty-seven minutes sixteen seconds West (N 34°37'16" W) a distance of one hundred eight and nine hundredths (108.09) feet to the point begun;

The foregoing description is intended to be inclusive of all lands lying between the Access Easement and the CMP Fee Parcel (transmission line) and above the point identified as C6 on the above referenced survey and Exhibit D-1 attached.

Said parcel contains 0.228 acres more or less

EXHIBIT D-1

**SKETCH OF VEGETATION
MANAGEMENT EASEMENT AREA
FOR CENTRAL MAINE POWER CO.
LOCATION: LUDDEN LANE, BANTON, MAINE**

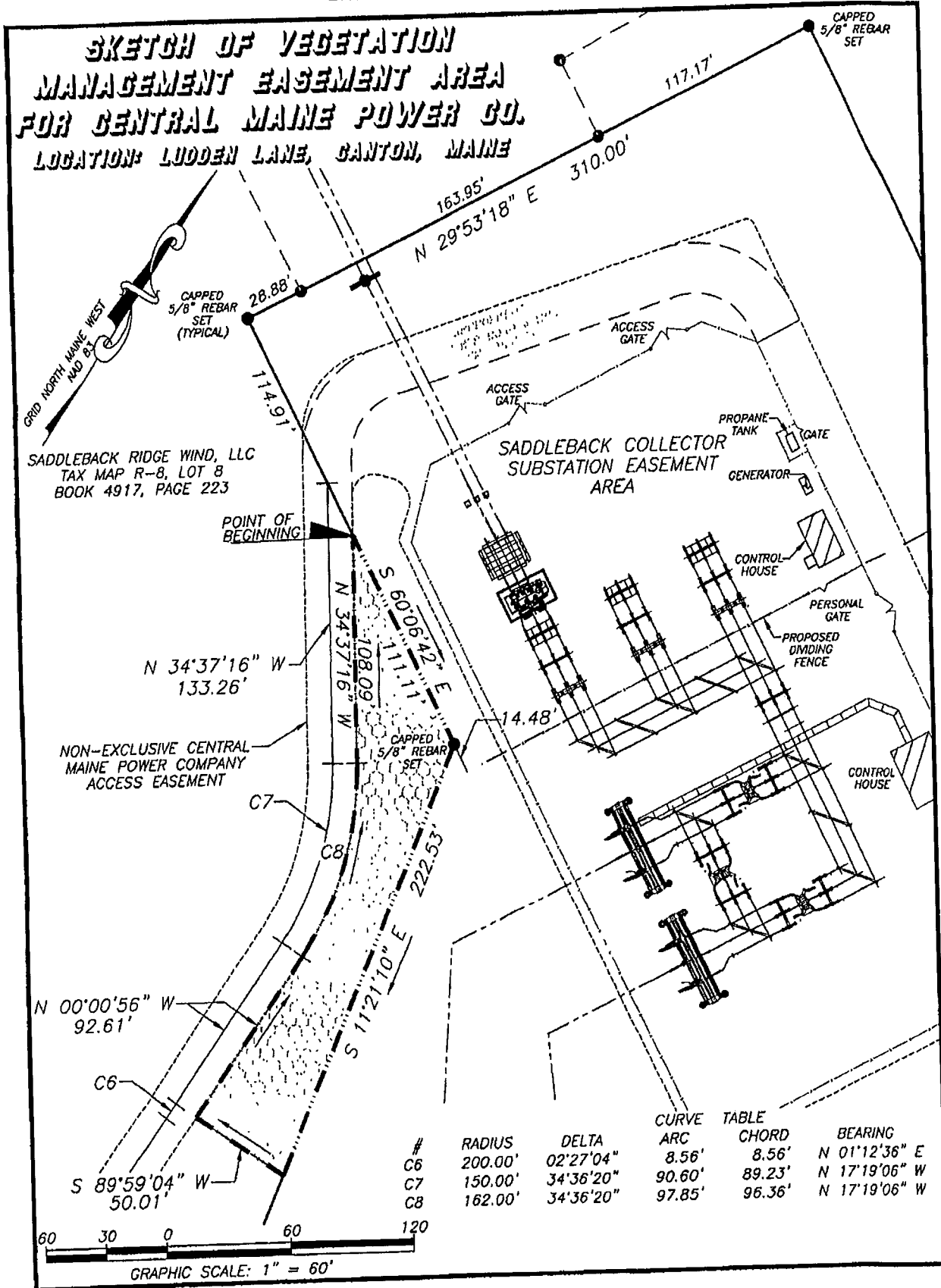


EXHIBIT E

CMP Guying and Anchor Easement Area

Being a portion of "Parcel 1" as described in a warranty deed from Linwood Worster and Roxanne Worster to Saddleback Ridge Wind, LLC dated November 7, 2012 recorded in the Oxford County Registry of Deeds (Eastern District) at Book 4917, Page 223 and being more particularly bounded and described as follows:

Beginning at a capped 5/8 inch rebar set on the South line of the Grantee herein as described in a deed recorded in Oxford Registry of Deeds Book 569, Page 587, said rebar being located on a bearing of North sixty-nine degrees two minutes thirty-six seconds East (N 69°02'36" E) a distance of eighty-five and fifty-five hundredths (85.55) feet from a capped 5/8 inch rebar set at a point located twenty-five feet (25) Easterly of the centerline of a certain road or way known as Ludden Lane and the said South line of the Grantee;

Thence running along the land of the Grantee on a course of North sixty-nine degrees two minutes thirty-six seconds East (N 69°02'36" E) a distance of one hundred thirty-one and zero hundredths (131.00) feet to a capped 5/8 inch rebar set;

Thence turning and leaving the land of the Grantee and running through the land of the grantor of a course of South twenty degrees fifty-seven minutes twenty-four seconds East (S 20°57'24") a distance of forty-four and zero hundredths (44.00) feet to a capped 5/8 inch rebar set;

Thence turning and running through the land of the Grantor on a course of South sixty-nine degrees two minutes thirty-six seconds West (S 69°02'36" W) a distance of one hundred thirty-one minutes zero hundredths (131.00) feet to a capped 5/8 inch rebar set;

Thence turning and running through the land of the grantor on a course of North twenty degrees fifty-seven minutes twenty-four seconds West (N 20°57'24" W) a distance of forty-four and zero hundredths (44.00) feet to the point of beginning

Said parcel contains 0.132 acres more or less

EXHIBIT F

**Saddleback Collector Substation Easement Area
Reserved by Saddleback Ridge Wind, LLC**

A certain lot or parcel of land situated northerly of, but not adjacent to, Canton Point Road in the Town of Canton, County of Oxford, and State of Maine; being more particularly bounded and described as follows:

Commencing at a point on the northerly line of land of the grantees as described in a Warranty Deed from Albert E. Small, Sr. to Central Maine Power Company dated June 11, 1959 and recorded at the Oxford County Registry of Deeds Eastern District in Book 569 Page 587 and at the southwesterly corner of land of the grantors as described as of Parcel 2 of a Warranty Deed from Linwood Worster and Roxanne Worster to Saddleback Ridge Wind, LLC dated November 7, 2012 and recorded at the Oxford County Registry of Deeds Eastern District in Book 4917 Page 223:

Thence, North sixty-nine degrees, two minutes, thirty-six seconds East (N 69° 02' 36" E) along the said northerly line of the grantees herein, a distance of ninety-five and eleven hundredths (95.11') feet to a point;

Thence, North eleven degrees, twenty-one minutes, ten seconds West (N 11° 21' 10" W) through land of the grantors herein, a distance of nine hundred sixteen and ten hundredths (916.10') feet to the point of beginning of the parcel being conveyed herein;

Thence, North sixty degrees, six minutes, forty-two seconds West (N 60° 06' 42" W) through land of the grantor herein, a distance of two hundred twenty-six and two hundredths (226.02') feet to a point,

Thence, North twenty-nine degrees, fifty-three minutes, eighteen seconds East (N 29° 53' 18" E) through land of the grantor, a distance of three hundred ten and zero hundredths (310.00') feet to a point;

Thence, South sixty degrees, six minutes, forty-two seconds East (S 60° 06' 42" E) through land of the grantor herein, a distance of two hundred forty and fifty hundredths (240.50') feet to a point;

Thence, South twenty-nine degrees, fifty-three minutes, eighteen seconds West (S 29° 53' 18" W) through land of the grantor herein, a distance of three hundred ten and zero hundredths (310.00') feet to a point;

Thence, North sixty degrees, six minutes, forty-two seconds West (N 60° 06' 42" W) through land of the grantor, a distance of fourteen and forty-eight hundredths (14.48') feet to the point of beginning.

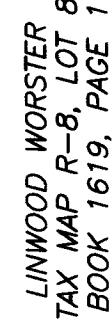
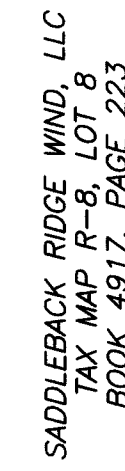
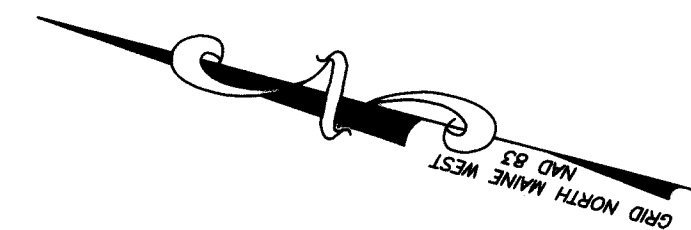
Meaning and intending to describe a portion of the premises as described in a Warranty Deed from Linwood Worster and Roxanne Worster to Saddleback Ridge Wind, LLC dated November 7, 2012 and recorded at the Oxford County Registry of Deeds Eastern District in Book 4917 Page 223.

Bearings and distances are taken from a plan entitled, Boundary Survey of the Central Maine Power Company Portion of the Saddleback Ridge Wind Project by Lane H. Gray dated January 10, 2013, to be recorded.

Received
Recorded Register of Deeds
Feb 19, 2013 01:40P
Oxford East County
Patricia A. Shearman

पु

TAX MAP R-8, LOT 8
BOOK 4917 PAGE 223



#	RADIUS	CURVE	TABLE	CHORD	BEARING
C1	640.29	DELTA 17 "	ARC	23.01 "	S 51°48'13" W
C2	640.29	27°28'18 "	ARC	25.04 "	N 69°05'38" W
C3	640.29	28°28'18 "	ARC	317.94 "	N 69°05'38" W
C4	600.00	29°28'18 "	ARC	33.38 "	N 69°05'38" W
C5	600.00	29°28'18 "	ARC	44.52 "	N 10°32'09" W
C6	600.00	06°35'42 "	ARC	115.39 "	N 00°51'43" W
C7	1022.47	02°27'04 "	ARC	8.56 "	N 01°12'36" E
C8	150.00	34°36'20 "	ARC	89.23 "	N 17°19'06" W
C9	162.00	34°36'20 "	ARC	96.36 "	N 17°19'06" W

GENERAL NOTES:

- THIS DOCUMENT IS A BOUNDARY SURVEY AS DEFINED BY CONTRACT AND OR AGREEMENT OF PARTIES HERON OR THEIR AGENT AND KENNEBEK RIVER LAND SURVEYING. BOUNDARY SURVEYS MAY BE LIMITED IN SCOPE, FEE AND AUTHORIZATION OF USE, AND EXCEPT AS LIMITED BY SUCH AGREEMENT ARE INTENDED TO CONFORM TO THE STANDARDS OF PRACTICE ESTABLISHED BY THE MAINE STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS UNDER AUTHORITY GRANTED IT BY TITLE 32 MRSA, SUBSECTION 13903 (2).

— NOT VALID WITHOUT THE SIGNATURE AND RAISED EMBOSSED SEAL OF THIS MAINE LICENSED PROFESSIONAL LAND SURVEYOR. ADDITIONS OR DELETIONS TO THIS SURVEY PLAN VOIDS THE SIGNATURE AND SEAL AFFIXED HERETO.

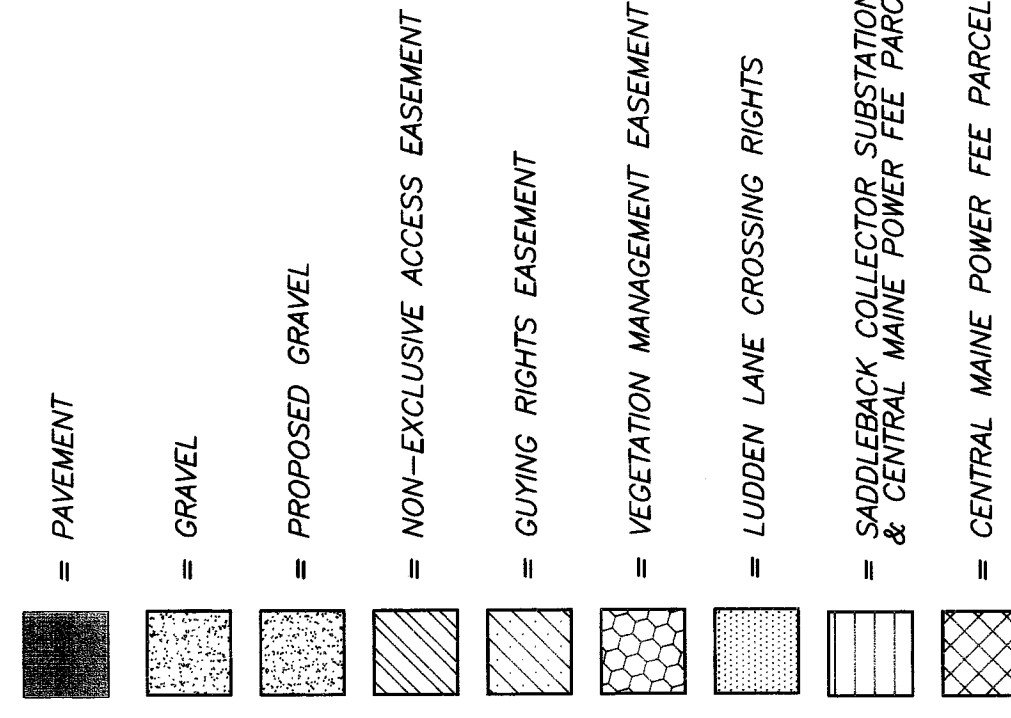
- NO REPORT PREPARED AT THE TIME OF SURVEY.

– ALL CAPPED 5/8" REBARS PLACED BY THIS SURVEYOR BEAR THE MAINE PROFESSIONAL LAND SURVEYOR IDENTIFICATION NUMBER 2140.



- INSTRUMENTS USED IN PREPARATION OF THIS PLAN INCLUDE
TOPCON HIPER G GGD & TOPCON HIPER II GNSS GPS SYSTEMS &
TOPCON 3005W REFLECTOR LESS TOTAL STATION

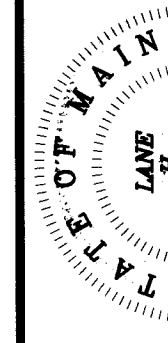
- NOT ALL IMPROVEMENTS WERE LOCATED OR ARE SHOWN HEREON.
- WATER COURSES NOT LOCATED SHOWN

- WATER COURSES NOT LOCATED SHOWN



LEGEND AND ABBREVIATIONS:

OHW	=	OVERHEAD WIRE
	=	UTILITY POLE
	=	GUY ANCHOR
	=	PROPOSED POLE
N/F	=	NOW OR FORMERLY



Lane H. Gray
Lane H. Gray

FILED FOR RECORDING BY: CHANCERY CLERK'S OFFICE	RECEIVED
RECORDED FOR: FEB 19, 2013 01:40P	
TAXES PAID: 4598	
AMOUNT: \$138,000	
RECEIPT # 132002	
<i>Patricia P. Khan</i>	
NO.	REVISIONS
DATE:	JANUARY 24, 2013
	DATE
	REGISTER

**KENNEBEC RIVER
LAND SURVEYING**
Lane H. Gray PLS

c/o PO Box 37
Vassalboro, Maine
Postal Code 04915
Phone 1-207-649-5991

BOUNDARY SURVEY

SHEET TITLE: CARTHAGE-13-3

SURVEYED BY:
Lane H. Gray
JULIUS KOENIG

DRAWN BY: Lane H. Gray

SCALE: 1" = 60'

PROJECT: BOUNDARY SURVEY OF CENTRAL MAINE POWER PORTION OF THE SADDLEBACK RIDGE WIND PROJECT ON LUDDEN LANE, CANTON, MAINE, POSTAL CODE 04221	ADDRESS: SADDLEBACK RIDGE WIND, LLC 549 SOUTH STREET QUINCY, MASSACHUSETTS POSTAL CODE 02169
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BOUNDARY SURVEY OF THE
CENTRAL MAINE POWER COMPANY PORTION
OF THE SADDLEBACK RIDGE WIND PROJECT
FOR
SADDLEBACK RIDGE WIND, LLC &
CENTRAL MAINE POWER COMPANY.