

AMENDED, ASSIGNED, AND RESTATED WIND ENERGY LAND LEASE

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, this Wind Energy Land Lease (this "Lease") is made as of this 27th day of February, 2015, between **THORNDIKE & SONS, Inc.**, a Maine Corporation of P.O. Box 260, Strong, Maine 04983 (hereinafter, the "Landlord"), the owners of that certain parcel or parcels of land situated in Dixfield, Oxford County, Maine, and being more particularly described below as the Property, and **CANTON MOUNTAIN WIND, LLC**, a Massachusetts limited liability company of 549 South Street, Quincy, MA 02169 (hereinafter the "Tenant"), as successor/assignee of **PATRIOT RENEWABLES, LLC**.

Landlord and Patriot Renewables, LLC were parties to that certain Wind Energy Land Lease dated February 20, 2009 described in a Notice of Lease of the same date and recorded in the Oxford County (East) Registry of Deeds in Book 4417, Page 221 (the "Original Lease"), and concurrently herewith, Patriot Renewables, LLC has assigned all of its rights and its interest in the Original Lease (as well the partial assignment of certain rights relating to a Transmission Corridor Easement from Landlord herein to Saddleback Ridge Wind, LLC dated April 1, 2013 and recorded in Said Registry in Book 4975, Page 23 to Tenant herein by instrument of recent or near date and recording. This Amended and Restated Wind Energy Land Lease is intended to completely amend, restate and supersede the Original Lease in its entirety.

Notwithstanding the date of this Wind Energy Land Lease the **Effective Date** of this Lease shall be **February 20, 2009**.

Background

Landlord owns property in the:

County of Oxford,

Towns of Dixfield and Canton, Maine

and described in deeds recorded in the Oxford County (East) Registry of Deeds at Book 4905 at Page 337, Book 4834 at Page 183, Book 4559 at Page 216, Book 3317 at Page 16, Book 3317 at Page 18, and Book 2884 at Page 312 and as generally depicted on Exhibit A (herein, the "Property"), as the same may be additionally described by further corrective or confirmatory deeds given and/or received by Landlord from time to time to confirm the boundaries of the Property.

- A. Tenant and Landlord have agreed to and hereby enter into this exclusive Lease granting Tenant, among other rights and privileges, the right to develop, own, and operate a Wind Energy Project (as defined herein), including at the option of Tenant, the installation of one or more Wind Turbine Generators and its associated installations, improvements and structures ("WTGs") on the Property.

B. Landlord owns property on the Canton Mountain range in Canton, Maine, being generally known as and shown on the Town of Canton Tax Maps as Map 8, Lot 9 and Map 10, Lot 14 and parcels of land in Dixfield, Maine, being generally known as and shown on the Town of Dixfield Tax Maps as Map 4 Lots 3, 4, 5 and 8, and Map 9, Lots 21 and 35, , together with surrounding parcels as all are further depicted on Exhibit A attached hereto and made a part hereof (together said parcels as shown are defined herein as the “Property”). In the event that Tenant improves the Property with one or more WTGs, typically located on the highest points of the Property and/or near ridgeline areas, the Tenant will use its best efforts to minimize its ridgeline development footprint for the WTGs (to include WTG pads, access roads, buffer areas, collector and transmission lines). As described below, Landlord shall have the right to use the remainder of its property as it desires, as long as the Landlord’s subsequent uses do not impede the ability of the Wind Energy Project to operate as intended.

The Terms and Conditions of this Lease are as follows:

1. Scope of Lease

- 1.1 Lease.** Landlord hereby exclusively leases the Property to Tenant for all purposes related to or incidental to developing, constructing, operating, and maintaining a Wind Energy Project or Projects (as defined below), including without limitation, improvements, transmission lines, towers, structures, conduits, transmission and interconnection facilities, poles, WTGs and/or anemometers and all related, uses, rights, improvements, installations and structures of a permanent and temporary kind on the Property and on properties and locations in the general vicinity of the Property.
- 1.2 Leased Premises.** The Leased Premises shall consist of that portion of the Property as described in Section 1.3.3; it is acknowledged that the Leased Premises may consist of the entirety of the Property (subject to Landlord retaining rights of use as provided herein and Landlord retaining the right to approve any changes greater than 100’ measured from centerline in the locations of transmission lines and/or access roads from the locations shown on the attached Exhibit A).
- 1.3 Purpose and Use.** Tenant has the right to use the Leased Premises for the purpose of developing, permitting, constructing, maintaining, and operating Wind Energy Projects as is more fully set forth in this Lease and for any other lawful use related to or incidental to such uses and purposes (the “Permitted Uses”). Without the written permission of Landlord, which shall not be unreasonably withheld, conditioned or delayed, Permitted Uses do not include other exclusively commercial uses unrelated to Wind Energy, electrical generation and electrical transmission. Cutting and removal of timber and vegetation for purposes related to the Projects (such as clearing for sites, roads, transmission lines, etc.) is a permitted use as provided in this Lease.
- 1.3.1 Wind Energy Project Defined.** The term “Wind Energy Project” or “Project” shall mean all infrastructure, uses and activity required to collect, transmit, and convert electrical energy from wind energy and otherwise transmit and collect electrical energy, including but not limited to (a) one or more WTGs and related towers, foundations and electrical controllers; (b) above and below ground electrical collection, distribution and

transmission power lines and towers, meters, transformers, substations, structures, conduits, transmission and interconnection facilities, poles, WTGs, Met Towers (as defined below), and/or anemometers and all related, uses, rights, improvements, installations, structures and other equipment of a permanent and temporary kind related to the Project and/or related to production and delivery from any source of electrical energy in the areas shown on Exhibit A; (c) access roads for construction and maintenance in the areas shown on Exhibit A; (d) any buffer and setback areas required by any applicable law, regulations or regulatory authority decisions relating to the Wind Energy Project; (e) the right to permit WTGs (or portions or rotors thereof) located on adjacent properties to overhang the Leased Premises and Property and the right to permit WTGs (or portions or rotors thereof) on the Leased Premises to overhang the Property or any adjacent property owned by Landlord or any other party without additional compensation or rent; (f) all effects and incidents of a Wind Energy Project, including without limit emission of sound and vibration, possibly at levels that may exceed applicable state or local maximum sound level limits, and casting of shadows and shadow flicker on and about the Property and adjacent properties; and (g) buildings, fences, improvements, installations, structures and other equipment of a permanent and temporary kind related to any of the uses to which Tenant puts the Property, and all other required appurtenances. Any structures, equipment, and facilities from time to time developed, constructed, or installed by or on behalf of the Tenant on the Property for the Wind Energy Project in accordance with the provisions of this Section 1.3.1 are referred to collectively as the “**Facility**”. Landlord agrees to comply with and respect any such buffers and set-back areas referenced in (d) so as to enable the Project to remain in compliance with all laws, regulations and permit or license requirements; provided, however, that Landlord shall not be required to take any actions or make any changes to Landlord’s current use of the Leased Premises other than refraining from taking actions which cause compliance issues with laws, regulations and permit or license requirements.

1.3.2 Wind Energy Project Development. Tenant has the right to enter upon the Property at any time and conduct all activities related to the study, design, development, and construction of the Wind Energy Project. Such activities include, but are not limited to those identified in Section 1.3.1, as well as the installation of monitoring masts (“**Met Towers**”), sensors, guy wires, anchors, SODAR units, other temporary wind monitoring equipment, geotechnical studies and core sampling, permitting, photography and other visual studies, interconnection analysis, studies on wetlands, avian populations, presence of endangered species, other environmental monitoring, and operation of all related and/or supporting equipment and activities.

1.3.3 Leased Premises. The Leased Premises are the Property. Tenant reserves the right to determine the sizes, types, manufacturers, and actual locations on the Property of the Wind Energy Project. Tenant may at its sole discretion locate and construct (including without limitation all incidental excavation, clearing and other construction and storage activities) all infrastructure, improvements and installations related to the Wind Energy Project, as referenced in Section 1.3.1 and elsewhere in this Lease, (a) within an area to be specified by Tenant, located within the Property or (b) anywhere within the Property provided that no turbine is located within 750 feet of any dwellings as exist on the Effective Date, without prior written consent of Landlord. The Leased Premises in all cases shall include without additional charge or rent: all necessary appurtenant rights, privileges and easements providing access of all kinds, including utilities, to include but not be limited to ingress and egress over and across the Property for roads, utilities and

transmission, and all rights and easements, in common with Landlord others, to use for all purposes permitted, including utilities, of any ways, roads, access or rights of way to and from the bounds of the Property from public and/or private roads (including the use of and access over and from Ludden Lane, so-called, and/or any extension thereof from its intersection with the "Transmission Line" shown on **Exhibit A** and running from and across the Landlord's property in the town of Dixfield to the Project and/or the Leased Premises in the Town of Canton so that the Project and/or the Leased Premises shall have access from Dixfield Road a/k/a/ Canton Point Road) wherever located (whether in Canton or Dixfield) and a right of subjacent and lateral support to whatever is necessary for the operation and maintenance of any Tenant improvements or installations on the Leased Premises. The Tenant's access shall specifically include, without limitation, the use of and access over and from: a) Ludden Lane, so-called, and/or any extension thereof from its intersection with the "Transmission Line" shown on **Exhibit A** and running from and across the Landlord's property to the Project and/or the Leased Premises so that the Project and/or the Leased Premises shall have access from Dixfield Road a/k/a/ Canton Point Road; b) Severy Hill Road; and/or c) Morrison Road as the same are shown on **Exhibit A**, and any extensions thereof or therefrom including so-called "woods roads" as may exist on the Property or as may be constructed or installed by Tenant. The wind analysis and other studies that may occur or be conducted on the Project and/or on the Leased Premises may indicate that the Leased Premises' configuration should be modified to better fulfill the plans and specifications and requirements or intentions of the Tenant. After project design is determined, Tenant may at its option and from time to time prepare at its sole cost and expense a revised and updated **Exhibit A**, and Tenant shall provide a copy of such revised and updated **Exhibit A** to Landlord for its reasonable review and approval within 20 days (such approval being deemed as given if either: a) the proposed revision reduces the size of the Leased Premises without impact or burden to any areas that were not burdened by the Lease prior to the proposed revision; or b) no comments are received within the 20 day period), upon which the Leased Premises shall be deemed to be the portion of the Property depicted on the revised and updated Exhibit A. Such revised and updated **Exhibit A** will be considered automatically appended to this Lease upon Tenant providing same to Landlord, and such **Exhibit A** may be further adjusted from time to time as is deemed necessary in Tenant's sole discretion. By way of confirmation, Landlord agrees to execute and deliver upon request any documents reasonably deemed necessary by Tenant in order to revise and update the description and depiction of the Premises, including without limits easements, amendments to lease and memoranda of lease.

- 1.3.4 Wind Energy Project Operation.** Tenant has the right to enter upon the Property at any time and from time to time to conduct all activities related to the research, repair, removal, construction, re-construction, maintenance, servicing, and replacement of all aspects of the Wind Energy Project.
- 1.3.5 Landlord's Uses.** If applicable, upon final determination of the configuration of the Leased Premises as to any portion of the Property that is not part of the Leased Premises, Landlord may utilize such portion for any legal purposes as long as such use does not hinder or interfere with the operation of the Wind Energy Project as provided in Section 5.7 hereof and elsewhere in this Lease. It is specifically acknowledged that commercial forestry activities by Landlord shall be deemed **not** to interfere with Tenant's use of the Leased Premises so long as Landlord's activity does not negatively impact buffer or drainage areas, fences, electric lines, roads or other infrastructure or equipment, and/or

areas cleared or maintained by Tenant for the free flow of wind. Landlord shall maintain the non-Leased Premises portions of the Property (if any) in good condition and in accordance with all laws, regulations and permit conditions applicable to the Property and/or Leased Premises.

1.4 Exclusivity. The interests granted to the Tenant under this Lease are exclusive and Landlord will not grant to any party other than Tenant any lease, easement, interest, option and/or right in or upon the Property that is in any way related to converting wind energy to electrical energy and/or delivering or transmitting electrical energy, to another person or entity, for so long as this Lease is in effect.

1.5 Financing and Subordination.

(a) Tenant shall have the right without Landlord's consent to from time to time assign, encumber or pledge its interest in the Property and this Lease and/or in the Project and/or Facility by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments (each a "**Leasehold Mortgage**") in favor of any person or persons providing all or a portion of the financing for the Facility and/or any part or portion thereof, or any person or persons providing a refinancing of any such financing or any trustee or servicer for such person or persons (each, a "**Financing Party**"). Without limitation to the foregoing, Landlord hereby consents to any such Leasehold Mortgage in favor of any Financing Party, and agrees that such Financing Party shall have the right to access the Property without impairment by Landlord or anyone claiming by, through or under Landlord for the purpose of Financing Party proceeding to obtain possession of the Facility and any parts of the Facility (including personal property, fixtures and any portion of such Facility, whether real or personal property, which is the subject of a Leasehold Mortgage) which represent collateral for the Financing Party's financing to the Tenant in order for Financing Party to proceed with Financing Party's rights in and to any and all such collateral, including but not limited to the right to proceed with a sale of such collateral and all rights and actions incident thereto, including assembly of collateral, storage thereof, conduct of sales and other actions permitted to a secured lender and mortgage holder under the Leasehold Mortgage and/or under law, subject to making reasonable repairs to the Property for any physical injury caused thereto by such removal, but without any liability for diminution in value of the Property caused by the absence of the fixtures and other personal property so removed and without any necessity for replacing same. In such event, Financing Party shall be responsible to Landlord for the rent and other obligations of Tenant under this Lease during such time period as Financing Party exercises its right of access. Landlord hereby waives any contractual, statutory or other "landlord's lien" on any and all of the property constituting the Facility and/or any other personalty, fixtures or other property or improvements installed or present upon the Property or in its vicinity under the auspices of this Lease. Landlord shall promptly execute and deliver any instruments or agreements required by any Financing Party in order to confirm the foregoing rights and remedies of such Party, provided specifically however, that the foregoing Landlord's waiver and the rights of any Financing Party under this Lease shall be effective whether or not Landlord shall execute and deliver any confirmatory waiver and/or consent document related to the foregoing.

(b) In the event of a foreclosure or seizure of Tenant's rights or property or the exercise of any other right under any security agreement granted by Tenant to a Financing Party, Landlord agrees to permit each Financing Party to exercise any and all rights of Tenant

hereunder. Landlord further agrees that for so long as any Leasehold Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the Financing Party to the Landlord: (i) There shall be no cancellation, surrender or modification of this Lease by Landlord and Tenant without advance notice to the Financing Party; (ii) Landlord shall at the time of any such notice to Tenant, provide each Financing Party sixty (60) days notice of any Payment Default by Tenant and ninety (90) days notice of any Non-payment Default by Tenant hereunder. In the event of a Non-payment default a reasonable further opportunity to cure such default shall be provided if such is required in order to obtain possession of the Property and/or is reasonably necessary in order to cure such default; (iii) Landlord agrees to accept performance by or at the instigation of any Financing Party; (iv) no termination of this Lease by action of Landlord shall be effective unless the Financing Party(ies) shall have received notice from Landlord of its intention to terminate this Lease and such right to terminate shall be nullified and of no force in the event that within thirty (30) days of such termination notice Landlord shall have been paid all rent due and then in default, and/or as to non-monetary default, Financing Party shall have complied or shall commence the work of complying with the defaulted obligation of this Lease, and shall pursue such cure with reasonable diligence. Landlord further agrees that at the reasonable request of the Tenant or Financing Party, Landlord will execute and deliver within ten (10) days of request an estoppel certificate confirming the status of this Lease and such further documents as are reasonably requested by the Financing Party, including a Landlord consent letter on terms substantially similar to those attached hereto as **Exhibit C**, and Landlord agrees to enter into a new lease of the Property or Leased Premises on terms identifiable to this Lease if this Lease is terminated for any reason. Landlord shall be timely provided with current addresses for all financing parties and their assignees.

- (c) Any mortgage or other security interest that is superior to or prior to this Lease (a "Landlord Mortgage") shall recognize the validity of this Lease, by a non-disturbance agreement satisfactory to Landlord, Tenant and Tenant's lenders (the "**Non-disturbance Agreement**"). In the event the Property is as of the Effective Date of this Lease encumbered by a Landlord Mortgage, Landlord shall immediately obtain and furnish to Tenant without charge a Non-disturbance Agreement for all Landlord Mortgages in form substantially similar to that attached hereto as **Exhibit D**. Any non-disturbance agreement shall include the following: (i) it shall be in a form that is recordable; (ii) in the event of foreclosure, sale or other action taken under the Landlord Mortgage by the holder or any other party or successor, this Lease and the rights of Tenant shall not be interrupted or disturbed, and shall instead continue in full force and effect, subject to the terms and provisions of this Lease; (iii) any and all improvements present pursuant to this Lease and any insurance proceeds or other proceeds (including without limit eminent domain proceeds) paid shall at all times remain the property of Tenant (or its assigns) and shall not be subject to any such Landlord Mortgage; and (iv) all rights of Tenant to construct any improvements shall be governed by the applicable provisions of this Lease and not any Landlord Mortgage. Upon the failure of Landlord to provide such Non-disturbance Agreement within ten (10) days from the Effective Date hereof, and shall fail to remedy such breach within sixty (60) days after being given notice of such breach, Tenant may, at its option, terminate this Lease without further liability in addition to any other remedies Tenant may have at law, in equity or otherwise under this Lease, and any amount paid by Tenant to Landlord shall be immediately refunded by Landlord to Tenant along with all legal fees paid or incurred by Tenant in connection with this Lease. Landlord further agrees that before Landlord shall have the right to subject and subordinate this Lease to the lien of any mortgages hereafter placed upon Landlord's interest in the Premises

and upon the lands and buildings of which the Premises are a part, Landlord shall first secure for Tenant's benefit a written Non-disturbance Agreement (in form as required by this Lease and as approved by Tenant) and Tenant will then execute and deliver an instrument subjecting and subordinating this Lease to the lien of any such mortgage.

- 1.6 Right to Restrict Access.** Tenant shall have the right in its sole discretion to post the Leased Premises, post signs, and to restrict access to the Leased Premises, including the installation of fences and gates in the vicinity of any WTG and/or other improvements (other than roads). If Tenant has not done so, at Landlord's written request Tenant will post appropriate warning signs on the Leased Premises around the Facility to restrict public access, provided however that in the event Tenant shall propose to restrict access by means of any fences, gates or locks, Landlord shall reasonably approve locations and such restrictions shall not bar Landlord from access for any permitted purpose. Tenant shall provide Landlord with such keys or combinations as are necessary in connection with the foregoing.
- 1.7 Deed Restriction for Buffers.** When required by any applicable law, regulation, or any other pertinent regulatory authority, Tenant shall have the right to preserve portions of the Leased Premises used or required to be used as stormwater, conservation, sound, vibration and light and/or overhang buffers or setbacks or other regulatory buffers or setbacks for the life of the Project. Landlord agrees to cooperate in such efforts and to execute and deliver such documents as are reasonably required to accomplish same.

2. Lease Term

- 2.1 Term.** This term of this Lease is comprised of a Development Term and Operation Term, as defined below. This Lease has commenced as of the Effective Date.
- 2.2 Development Term.** The Development Term has commenced as of the Effective Date with an initial period of **Four (4) years, ending on the fourth anniversary of the Effective Date, unless this Term is extended as set forth below.**
- 2.2.1 Extension.** **Tenant has the right to extend the Development Term for up to Six (6) consecutive additional terms of one (1) year each.** Tenant must give Landlord written notice of intent to extend the Development Term prior to expiration of then-current Development Term; provided that in order to prevent the inadvertent failure of Tenant to exercise any of the aforesaid options of extension within the time specified above, it is agreed that Tenant's option of extension in each instance shall continue for a period of twenty (20) days after receipt of written notice from Landlord pointing out to Tenant that the election to extend, or to further extend, as the case may be, has not been exercised; but if Tenant does not send written notice of such election to Landlord within said twenty (20) day period, Tenant's option of extension shall cease and terminate. If Tenant does exercise after Landlord's notice the effective date of such extension shall be retroactive to the expiration of the previous Development Term. If Landlord fails to give Tenant such written notice prior to the expiration of the then-current Development Term, Tenant shall be entitled to remain in possession of the Leased Premises in accordance with the extension conditions of this Lease.
- 2.2.2 Expiration.** The Development Term will expire at the earlier of (1) the commencement of the Operation Term, as defined in Section 2.3, and (2) the expiration or termination of the Development Term and extensions. Provided, however, in the event the Commercial

Operation Date does not occur before the end of the Development Term (as the same may be extended above), the Development Term shall automatically be considered further extended without further action by either party and shall continue until the earlier of (i) the Commercial Operation Date, with rent to continue at the Development Term rate, or (ii) the date that is 180 days after the date a termination notice from Landlord is received by Tenant, which notice must be sent after the end of the Development Term set forth above, and which notice shall be automatically null and void if before the 180 days have passed the Commercial Operation Date occurs.

- 2.3 **Operation Term.** The Operation Term shall be Forty (40) years, commencing automatically at the date the Wind Energy Project first delivers electrical energy on a commercial basis to purchasers and all of the WTGs that are a part of the Project have been commissioned and accepted by Tenant in accordance with commissioning procedures applicable to the Project (such date, the “Commercial Operation Date”).

3. Lease Payments

- 3.1 **Payment Upon Lease Signing.** Tenant shall make a one-time payment of \$_____ Landlord reasonably promptly (within 14 days) of the complete execution hereof by the parties.

- 3.2 **Development Term Fee.** Prior to the Commercial Operation Date, Tenant will pay Landlord:
- (a) a Development Term Fee of _____ the initial four-year Development Term. The first payment is due within 30 days of the signing of this Lease and subsequent payments are due yearly at the anniversary of the Effective Date.
 - (b) a Development Term Fee of _____ for any Extension of the Development Term. Payment is due on anniversary of the Effective Date, as applicable.
 - (c) _____ for each Met Tower installed on the Property.

At its option, Landlord may waive the foregoing payments. The Development Term Fee will cease automatically at the Commercial Operation Date or if this Lease terminates under Section 9, with Landlord receiving pro rata share of payments and Tenant receiving a credit (or refund, as the case may be) for amounts paid that are attributable to a period beyond the end of the Development Term.

- 3.3 **Operation Term Fee.** After the commencement of Commercial Operations, Tenant will pay Landlord:
- (a) _____ installed on the Property under this Lease within 30 days of the completion of installation activities associated with each WTG;
 - (b) For years one through fifteen of the Operation Term, an Operation Term Fee royalty payment equal to _____ of any and all WTGs installed on the Property under this Lease. Gross Operating Proceeds shall mean the actual gross operating revenues (including without limitation operating revenues deriving from the sale of electric power, renewable energy credits, forward capacity, and carbon offsets) of any and all WTGs installed on the Property under this Lease. The Gross Operating Proceeds shall not include state or federal tax credit subsidies, such as the Section 45 Federal Production Tax Credit for wind and/or any interest earned or accrued on any of Tenant’s capital or revenue accounts.

- (c) For years sixteen through forty of the Operation Term, an Operation Term Fee royalty payment equal to _____ of any and all WTGs installed on the Property under this Lease.
- (d) A one time payment of _____ of above ground transmission line that requires 100 ft wide Right of Way.

Payments to Landlord made in accordance with paragraph (b) and (c) of this Section shall not be less than _____ (the "Minimum Guaranteed Rent"). Payments to Landlord made in accordance with paragraph (b) and (c) of this Section shall be made within 60 days of the end of each six month period ending June 30th and December 31st. The Minimum Guaranteed Rent shall be adjusted on each anniversary of the Commercial Operations Date using the change in the then most recently available monthly Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted, All Items, Base Period 1982-84 = 10 ("CPI-U") as published by the U.S. Department of Labor Bureau of Labor Statistics, as compared to that monthly index figure twelve months before, with any increase in the monthly index amounts to be applied as an annual percentage. For example, for December 2005 the CPI-U was 195.3 and for December 2004 CPI-U was 188.9 for an increase of 6.4. If these were the applicable index figures for an annual adjustment of the Minimum Guaranteed Rent, the annual increase in the Minimum Guaranteed Rent would be calculated as 6.4 divided by 188.9, expressed as a percent and rounded to the nearest thousandth, or 3.388%. The most recent Minimum Guaranteed Rent amount shall be so adjusted each year on a compound basis, so that prior adjustments are included. (If the CPI-U should no longer be published by the U.S. Department of Labor Bureau of Labor Statistics ("BLS"), the most comparable index then so published by BLS shall be substituted for it, and such substitute index shall then be used in accordance with any then suggestions of the BLS for using such substitute index.)

4. Tenant's Covenants/Duties

- 4.1 **Applicable Laws.** Tenant will be responsible to obtain all licenses and permits at Tenant's own cost as required to conduct activities associated with developing and operating the Wind Energy Project. Tenant reserves the right to contest or appeal any law, statute, ordinance, rule, regulation, judgment, or order brought against the Tenant or Landlord regarding the Property or Wind Energy Project.
- 4.2 **Insurance.** Tenant will maintain liability insurance covering the Wind Energy Project and Tenant's activities conducted on the Property during the Development and Operation Terms. The amount of insurance coverage must be at least \$1,000,000.00 initially with reasonable adjustments for inflation every 5 years upon request by Landlord. Insurance coverage may be provided as part of a blanket policy that covers other wind facilities and Tenant activities. Landlord will be included by endorsement or other appropriate means as an additional insured under Tenant's insurance policy.
- 4.3 **Liens.** Tenant will keep the Property free and clear of all liens and claims of liens for labor, materials, services, supplies, and equipment performed on the Property and associated with the Wind Energy Project. Tenant may contest any such lien but must post bond or use other available means to remove lien created during the contested proceeding. Tenant is otherwise required to remove any such liens within ninety (90) days of actual notice of its creation.
- 4.4 **Hazardous Materials.** Tenant will not store, use, dispose of, release or cause or permit to be stored, used, disposed of, or released on or under the Property during the Term, any "toxic substance", "hazardous material", or "solid waste" as defined by federal, state, or municipal law, except as may be used or useful in the construction, operation, maintenance, and

decommissioning of the Wind Energy Project and any such materials or substances present on the Property due to the activities of Tenant shall be maintained, released, used and stored in compliance with applicable laws. Any hazardous materials which come to exist on the Property by through or under Tenant or as a result of Tenant's activity shall be removed by Tenant at the expiration or earlier termination hereof.

4.5 Taxes. Tenant will pay all personal property and real property taxes and assessments attributable solely to the Wind Energy Project installed on the Property. Tenant may submit a request to the appropriate tax authority to itemize taxes on the Wind Energy Project and Tenant may choose to pay this tax directly to the taxing authority or reimburse Landlord for all increases in real property taxes attributable solely to the Wind Energy Project installation. Except as specifically provided herein as to Tenant's responsibility for any portion of real or personal property taxes, Landlord is responsible for taxes on the underlying Property itself and those taxes attributable to all other facilities or improvements and personal property of all kinds installed or maintained by Landlord or others on or related to the Property.

4.5.1 Use Value Assessment. If the Leased Premises and/or the Property or any portion thereof are withdrawn from or become disqualified for use value assessment due to Tenant's use of the Leased Premises, then Tenant will reimburse Landlord for any conversion penalties or assessments that are imposed for tax years during the term of this Lease, including any land use change tax or penalty incurred when the Leased Premises are withdrawn or become disqualified, solely due to Tenant's use of the Leased Premises. Tenant shall be responsible for and shall prepare and submit any applications and/or other documentation required to the relevant taxing authority in connection with any modification or withdrawal of land from use value assessment (e.g. "tree growth" taxation) programs, which Landlord shall sign upon request. Tenant shall reimburse Landlord within 30 days of receiving any such reimbursement request from Landlord, except that each and every land use change tax or penalty, assessed at time of withdrawal or change of use due to actions of the Tenant on the Property by a municipal or county tax authority shall be paid to the appropriate municipal or county tax assessor directly by the Tenant on or before the tax payment due date upon presentation of the tax bill for the same to the Tenant by the Landlord or funds to pay the same provided to the Landlord by the Tenant before the payment due date. This Subsection 4.5.1 shall apply only provided that the Property and/or the Leased Premises were subject to current use assessment at the time of the Effective Date of this Lease.

4.5.2 Tenant may in its sole discretion make from time to time application or commence appropriate proceeds with any taxing authority to create a separate tax parcel(s) for the Leased Premises and/or for abatement, reduction or other alteration in tax liability, and Landlord agrees to join with Tenant in any such application or process (at Tenant's expense). Landlord shall in all events make timely payments of all taxes due related to the Property. If any tax lien or claim shall be recorded or effective against the Property or any portion thereof due to the failure of Landlord to pay any taxes when due, Tenant may thereafter make all payments due hereunder to the taxing authority, and any payments so made may be set off by Tenant from the amount rent next due from Tenant.

4.6 Restoration. Within 12 months of the termination of this Lease by any party and for any cause or otherwise, Tenant will take necessary steps to remove from the Leased Premises all fixtures associated with the Wind Energy Project, including towers, footings, concrete pads, anchors, buildings, cables, hazardous waste and other equipment, provided that Tenant shall

not be required to remove foundations, pipes, conduit, wire, structures and other fixtures located more than three feet below ground. Tenant is hereby granted a license at no cost or fee to enter the Property for such purposes. The Landlord agrees and acknowledges that all of the WTGs, towers, transmission and related facilities, buildings, equipment, fixtures and other property of the Tenant shall at all times remain the personal property of the Tenant, and the Tenant shall always have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

- 4.7 **Crop Damage.** In the event of crop damage suffered by Landlord during the construction phase as provided in this Agreement, Tenant shall pay fair compensation for such losses or damages. Tenant shall have no obligation for the loss of income of whatever nature that might otherwise have been received by the Landlord subsequent to the Effective Date of this Lease.
- 4.8 **Removal of Timber.** In the event that timber is required to be removed from the Leased Premises to allow for the construction of any improvements or installations contemplated by this Lease on the Property, Tenant agrees to compensate Landlord at the then market value of any stumpage removed or at Tenant's election to move all marketable timber to a reasonably convenient landing accessible by truck for Landlord's removal and further sale by Landlord, in which case no payment to Landlord will be required (i.e. Tenant will not be required to pay Landlord for timber that Landlord will sell to a third party). Tenant will use Landlord, or its affiliates, as subcontractor to do all tree and land clearing provided that Landlord's rates are competitive and reasonable.
- 4.9 **Landlord's Rights.** Nothing herein provided shall hinder or obstruct the use of the Property by Landlord in any way (including but not limited to commercial production of timber, farming, hunting, conservation or any other lawful purpose) that does not impede or obstruct the Tenant in any manner in carrying out the purposes and intent of this Lease.
5. **Landlord's Covenants.** In addition to and not by way of limitation of the other agreements and covenants of Landlord contained in this Lease, Landlord covenants and agrees as follows:
- 5.1 **Title.** Landlord is the sole owner of the Property, held in fee simple absolute title. Landlord and each person signing this Lease on behalf of Landlord are authorized to do so and all persons having an ownership interest in the Property (including spouses) are signing this Lease. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord, according to its terms.
- 5.2 **Quiet Enjoyment.** Tenant has the right to quiet use and enjoyment of the Property in accordance with this Lease. Landlord or a person acting by, through or under Landlord may not interfere in any way with the rights of Tenant.
- 5.3 **Hazardous Materials.** Landlord has not stored, used, disposed of, released on or under the Property prior to the Effective Date, any "toxic substance", "hazardous material", or "solid waste" (or similar terms) as defined by federal, state, or municipal law, except as may be allowed by law. After the Effective date, Landlord will not store, use, dispose of, or release any matter listed above, except as allowed by law.
- 5.4 **Liens.** Landlord acknowledges that there are no other liens, encumbrances, leases, mortgages, deeds, or other exceptions (collectively, "**Liens**") to Landlord's title to the

Property except as listed on **Exhibit E** (Permitted Liens and Encumbrances). Landlord shall cooperate with Tenant to obtain Non-disturbance Agreements (as defined above) from each party that holds a Lien that may interfere with Tenant's rights under this Lease. If Landlord is unable to obtain a Non-disturbance Agreement from a Lien holder in accordance with this Lease, then Tenant may, in addition to its other rights and remedies, elect to make payments on that Lien if Landlord is in default. Tenant may offset those payments from amounts due to Landlord under this Lease.

- 5.5 Cooperation.** Landlord agrees to cooperate in and sign all permit and financing applications and other documents and proceedings and processes related to the development and operation of the Wind Energy Project, without delay. Landlord agrees to join with Tenant in all grants for rights of ways, easements, zoning variances, and approvals necessary for development of the Wind Energy Project. All reasonable costs incurred by Landlord in such efforts and cooperation described in this Section 5.5 will be reimbursed by Tenant upon written substantiation and invoice by Landlord.
- 5.6 Property Taxes.** Landlord agrees to pay the real property taxes and assessments on the Property. If Landlord fails to pay taxes timely and in full to the appropriate taxing authority, Tenant may choose to pay them, and deduct the amount from any payment required under this Lease. If local tax assessor refuses to levy individual tax assessments to the real property and Wind Energy Project, Tenant agrees to reimburse Landlord for portion of taxes attributable to Wind Energy Project, or may, as set forth elsewhere in this Lease, elect to pay same directly to the taxing authority(ies).
- 5.7 Landlord's Use and Improvements.** Landlord may not use nor permit any third party, tenant, occupant or invitee to use the Property and/or any other land now or hereafter owned by Landlord within a 750' radius of the Property in such a way that would in any way impede or impair the ability of the Wind Energy Project to function as intended, including, but not limited to, installation of any improvements after the Effective Date over 40 feet tall or within 750 feet of the Wind Energy Project or which would otherwise interfere with wind speed or wind direction on or over the Property or which would violate any set-back, restriction or condition imposed by any permitting authority, law or regulation or rule without prior written approval and consent of Tenant. The height restriction outside of the 750-foot buffer does not apply to tree growth.
- 5.8 Lateral Support.** Tenant shall have the right to lateral support for any Project improvements, installations and property to whatever extent is necessary for the safe construction and maintenance of the facilities. Landlord shall not excavate or conduct any activities on any portions of any property not a part of the Leased Premises in any way so as to undermine or otherwise adversely affect their stability.
- 5.9 Blade Overhang.** Landlord acknowledges and accepts that Wind Turbine Generator blades installed on abutting property participating in the Wind Energy Project may overhang the Property. Landlord is not entitled to any further compensation for such overhang and the amounts payable under Section 3.2 and elsewhere in this Lease are full compensation for such overhang and any and all other incidents, burdens and impacts of the Project, including sound, vibration, light and light flicker.
- 6. Indemnification.** Each party (the "**Indemnifying Party**") will defend, hold harmless, and indemnify the other party and the other party's officers, directors, representatives, mortgagees, and agents (the "**Indemnified Party**") against any losses, damages, claims, liabilities, and expenses for physical

damage to property or personal injury to any person, and arising out of (1) any activity conducted by Indemnifying Party on the Property, (2) any negligent or intentional act or omission committed by the Indemnifying Party, (3) any breach of this Lease by the Indemnifying Party (including reasonable attorney's fees incurred in the successful enforcement of any breach by the Indemnified Party). This indemnification will not apply to any loss, liability, claim, damage, or expense caused by the negligent or intentional act or omission of the Indemnified Party. This indemnification will survive the term of this Lease.

7. Assignment; Encumbrance of Lease.

7.1 Tenant. Tenant may transfer, sell or assign any or all of its rights and privileges under this Lease and/or sublet or license all or any portion of the Leased Premises to any subsidiary or commonly owned entity affiliated with Tenant, or to any entity acquiring all or a majority of Tenant's ownership without need for further consent of Landlord, and Tenant may transfer, sell, or assign its interest under this Lease to any other successors and/or assignee subject to Landlord's reasonable consent as to the financial fitness and capacity of any such proposed assignee to operate the Project, such sublease or license to always be subject to the provisions of this Lease. Tenant's obligation and liability under this Lease will continue until its assignee/purchaser has assumed in writing the assigned obligations of Tenant under this Lease.

7.2 Landlord's Assignability. Landlord has the right to sell the entirety of the Property and upon such sale to assign its rights under this Lease to the purchaser of the Property provided, however, that any such sale shall in any event be under and subject to the Lease and all of Tenant's rights hereunder; Landlord's assignment rights under this subsection are contingent on the purchaser assuming in writing all of the obligations of Landlord under this Lease. During the term of this Lease, Landlord shall not be permitted to sell any portion of the Property, nor divide the Property by any other means constituting a "division" pursuant to the subdivision laws of the State of Maine and/or any other body or authority that governs subdivision, including the municipality where the Property is located, or any other applicable statute, law, ordinance, by-law or rule, without the prior written consent of Tenant in each instance.

7.3 Successors. This Lease will obligate all heirs, personal representatives, successors, and assigns of the parties.

8. Condemnation; Casualty. If the Property or portion thereof is subject to any condemnation or purchased by federal, state, or local government through the power of eminent domain, the Tenant may terminate this Lease upon the government's vesting of title or taking possession. The Tenant is entitled to an award in any condemnation proceeding to compensate for the cost of removing or relocating the Wind Energy Project, the loss of Property use, and other lost value attributed to the taking. In the event of damage by fire or any other casualty event or "act of God" event that does or may disrupt the Tenant's operations of the Project and is deemed substantial by Tenant and as reasonably consented to by Landlord, then Tenant may at any time following such event elect to terminate this Lease upon sixty (60) days written notice to Landlord. Any termination provided by Tenant hereunder or any other section of this Lease shall cause this Lease to expire with the same force and effect as though the Lease terminated at the end of the term, and all payments and obligations hereunder shall cease as of the date of termination set forth in such termination notice or subsequently provided by Tenant.

9. Termination. This Lease will terminate when any of the following events occur:

- 9.1 At any time during the Development Term or Operation Term, Tenant elects in its sole discretion to terminate, which termination shall be effective sixty (60) days after written notice to Landlord. Landlord is entitled to pro rata share of payments due through, and at the date of termination.
- 9.2 Upon expiration of the Operation Term.
- 9.3 A party defaults on this Lease, and the non-defaulting party is permitted to and elects to terminate this Lease as provided in Section 10.

10. Default.

- 10.1 **Event of Default.** If an event of default occurs, the non-defaulting party may terminate this Lease. An event of default shall be:

- 10.1.1 Any material breach of any non-payment provisions of this Lease that remain uncured after 60 days written notice from the non-breaching party, provided that if such breach cannot with due diligence be cured within said sixty (60) day period, there shall be no event of default unless and until the breaching party has not cured same within a period of time which, under all prevailing circumstances, shall be reasonable. Notwithstanding anything else herein to the contrary, Landlord shall have no right to cancel or terminate this Lease or regain possession of the Leased Premises by reason of such non-payment default, but may avail itself of all other legal and equitable remedies in such case.

- 10.1.2 Nonpayment by either party as required by this Lease, which remains uncured after 60 days written notice from the non-breaching party. The defaulting party may challenge the amount owed if disputed in good faith, and initiate dispute resolution, as defined in Section 16, provided such action commences within the above 60-day period.

- 10.1.3 **Tenant Remedies.** In addition to any other rights and remedies available to Tenant hereunder or in law or equity, in case of Landlord default uncured as provided above, Tenant may, at its option, without waiving any claims or other rights, at any time thereafter take all reasonable steps and efforts to cure such default for the account of Landlord, and any amount reasonably paid by Tenant or any liability reasonably incurred by Tenant in curing such default shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant for such amounts within thirty(30) days of invoice therefor submitted to Landlord. Failure to timely reimburse such amount shall entitle Tenant to elect to deduct said amount for the next payment or several payments of rent due hereunder until Tenant is reimbursed in full, and such reduced rental payments shall not be considered a breach or default. In the event any Landlord default results or may result in a lien, attachment or claim that would be superior to this Lease or Tenant's interests in the Property, then Tenant shall have the right, regardless of any rights of Landlord to contest or challenge such payment or default hereunder or at law or in equity, to bond or pay such amount to the holders of such lien, attachment or claim as shall be necessary to cause the same to be discharged or released, and shall have the set-off rights set forth above as to such amounts.

- 11. **Force Majeure.** The parties are not liable or responsible for any delay in carrying out the terms of this Lease caused by any act of God, fire, sabotage, shortage of labor or materials, inclement weather, war, restrictive government laws or regulations, or for any other reason outside the control of the

parties (such events may be referred to as a "Force Majeure Event"); provided, however that a Force Majeure Event shall not excuse Tenant from its obligation to pay rent (including, without limitation, Minimum Annual Payment)

12. Miscellaneous.

- 12.1 Governing Law.** This Lease is governed and interpreted in accordance with the laws of the STATE OF MAINE
- 12.2 No Payment Lien.** Notwithstanding anything to the contrary contained in this Agreement, Landlord hereby subordinates any rights and remedies under 10 MRSA §§3451-3452 to the leasehold mortgage of any such third-party lender and/or shall sign such further subordination documents and agreements as any lender to Tenant may reasonably require.
- 12.3 Severability.** If any term of this Lease is for any reason invalid or unenforceable, the rest of this Lease remains in full effect.
- 12.4 Headings.** The headings in this Lease are for convenience only and should not be construed to affect the construction or interpretation of this Lease.
- 12.5 Waiver/Alteration.** Any term of this lease may be waived, amended, or added as mutually agreed upon only by a writing executed by the parties. The failure of either party to insist upon strict performance of any of the terms or conditions of this Lease or to exercise any of its rights or remedies under this Lease shall not be considered to waive such rights thereafter.
- 12.6 Entire Agreement.** This Lease constitutes the entire agreement between the parties pertaining to its subject matter, and the parties confirm that there are no verbal or oral agreements, promises or understandings that are not contained herein. Notwithstanding the fact that this Lease has been prepared by one of the Parties, all of the parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Lease as the agreement and understanding of the parties. Any presumption that ambiguities are to be resolved against the primary drafting party shall not apply to this Lease. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts together shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and/or PDF or other similar facsimile reproduction methods and signatures appearing on faxed or PDF or other similar facsimile reproduced instruments shall be treated as original signatures. It is agreed that this Lease may be effective despite counterpart signatures and/or lack of execution on the same physical document.

13. Record of Lease. Landlord and Tenant agree that this Lease will not be recorded in the public records. The parties will execute a Memorandum of Lease setting forth a description of the Property and other terms of this Lease, but excluding all terms relating to payments to Landlord, in a form substantially in the form as set forth in **Exhibit B**. The Memorandum of Lease will be recorded in the Registry of Deeds for the Property's location. Any subsequent amendments of this Lease, including all easements subsequently entered into related to this Lease, may be reflected by filing with the County an appropriate Memorandum of Amendment to Lease, at Tenant's option. The cost of recording all documents shall be borne by the Tenant.

14. Confidentiality. The Landlord agrees and acknowledges that the terms of this Lease are confidential. The Landlord will not disclose the terms of this Lease or the existence of this lease to any third party

without Tenant's prior written consent, except to those persons in the employ of Landlord, including, without limitation, Landlord's accountants, attorneys, consultants, and other business professionals of a similar nature who are employed for such purposes and who, by virtue of a fiduciary relationship with Landlord are bound to keep the terms of this Lease confidential, and with the understanding that such persons shall be expressly informed by Landlord of the confidential nature of the terms of this Lease and shall be directed to (or where necessary, such persons shall agree to) treat such information in accordance with this Agreement. Anything herein to the contrary notwithstanding, under no circumstances shall Landlord disclose the terms of this Lease or any portion thereof to any other landlord, or any customer or competitor (or their agents) of the Tenant. Landlord agrees to the granting of injunctive relief to Tenant should Landlord breach its confidentiality obligations hereunder.

- 15. No Assurance as to Development.** Landlord explicitly agrees and acknowledges: (i) that the business of developing electric generation facilities is subject to many significant risks, including but not limited to the need to obtain land use approvals and environmental permits, the need to obtain financing and the need to obtain power sales contracts with credit-worthy purchasers; (ii) that the Tenant may not be successful in its efforts to develop, finance and construct a Facility on the Property; and (iii) that, in the event the Tenant does not obtain approvals, permits, financing and contracts acceptable to it in its sole discretion, the Tenant has reserved the right to terminate this Lease pursuant to the terms herein and Tenant shall have no further liability to the Landlord of any kind. The Landlord hereby agrees and acknowledges that the Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of the Tenant successfully developing, financing and/or constructing a Facility on the Property and the Landlord receiving compensation hereunder.
- 16. Arbitration.** Any dispute arising out of this Lease will be submitted to mediation where the parties mutually agree upon the third party mediator. If a party fails to respond to a written request for submission to mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference or if a party has waived its right to mediate any issues in dispute, then any unresolved dispute arising out of or relating to this Lease or breach thereof shall be finally settled by arbitration by an arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award or decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the power to grant equitable remedies in addition to imposing monetary damages. Arbitration shall be held in Portland, Maine or such other location as the parties agree. The arbitration shall include (i) a provision that the prevailing party in such arbitration shall recover his or her costs of arbitration and reasonable attorneys' fees from the other party and (ii) the amount of such costs and fees. All arbitration under this Paragraph shall be final, binding, and conclusive. Despite the foregoing, if any party believes it necessary to seek injunctive relief or a provisional remedy (such as forcible entry and detainer or an attachment or trustee process), such party may file a civil action in any court having jurisdiction for such injunctive relief or provisional remedy. The arbitration procedures specified above, however, will apply to the determination of the merits of any monetary claim or defense, and the court proceeding will extend no further than to provide a kind of relief or remedy not readily available under the arbitration procedures.
- 17. Notice.** All notices required by this Lease shall be made in writing and delivered either personally or by certified mail, return receipt requested, or by reputable commercial courier whose regular business is delivery service, to the parties respective addresses set forth above (or any other address that the

party to be notified may have designated to the sender by like notice to sender). Notice shall be deemed effective upon mailing or delivering the same to the postal service or courier as described above.

(Signature Page to Follow)

LANDLORD

THORNDIKE & SONS, Inc.



Date: 3-10-15

Address:

PO Box 260

Strong, ME 04983

TENANT

CANTON MOUNTAIN WIND, LLC

By: Jay M. Cashman, Manager



Date: 3/26/2015

Address:

549 South Street

Quincy, MA 02169

Exhibit A

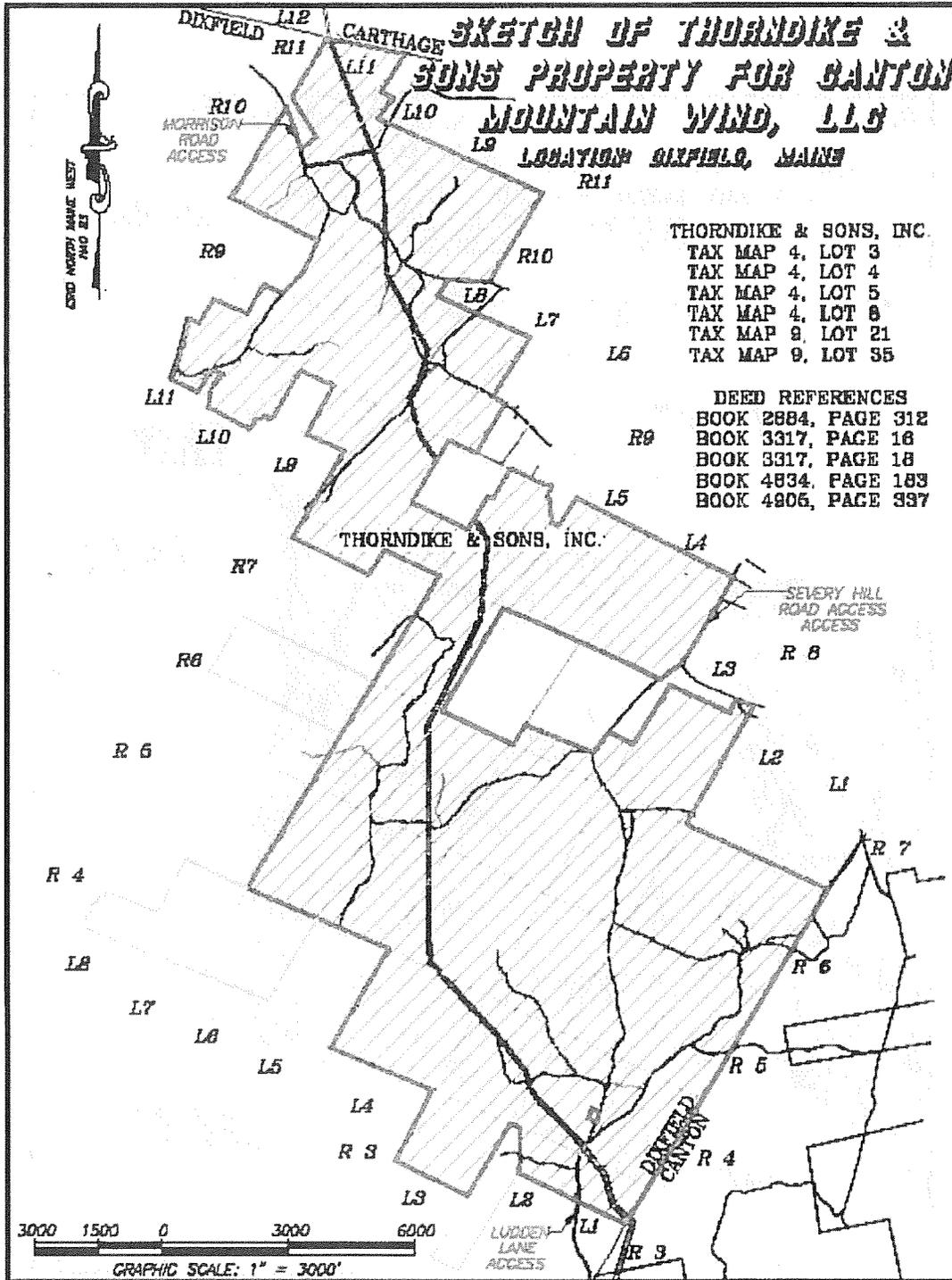


Exhibit B
Memorandum of Lease

This Memorandum of lease is made this 27th day of February, 201~~A~~⁵, by and between **THORNDIKE & SONS, Inc.**, a Maine Corporation of PO Box 260, Strong, Maine 04983 (hereinafter, the "Landlord"), the owner of that certain parcel or parcels of land situated in Canton, Oxford County, Maine, and being more particularly described below as the Property, and **CANTON MOUNTAIN WIND, LLC**, a Massachusetts limited liability company of 549 South Street, Quincy, MA 02169 (hereinafter the "Tenant"), as successor/assignee of **PATRIOT RENEWABLES, LLC**.

Background

- A. Landlord and Patriot Renewables, LLC were parties to that certain Wind Energy Land Lease dated February 20, 2009 (the "Original Lease") described in a Notice of Lease of the same date and recorded in the Oxford County (East) Registry of Deeds in Book 4417, Page 221 (the "Notice of Lease"). The Tenant's interest of Patriot Renewables, LLC under the Original Lease has been assigned to Canton Mountain Wind, LLC.
- B. Landlord and Tenant have, as of this date entered into an Amended and Restated Wind Energy Land Lease with an effective date of February 20, 2009 (the "Lease") that completely amends, replaces and supersedes the Original Lease.
- C. Landlord and Tenant agree to record this Memorandum of Lease in the Oxford County (East) Registry of Deeds. ("**Memorandum of Lease**").

1. Premises Leased pursuant to the Lease:

Property Description.

Landlord owns property in the:

County of Oxford,

Towns of Dixfield and Canton, Maine

and described in deeds recorded in the Oxford County (East) Registry of Deeds at Book 4905 at Page 337, Book 4834 at Page 183, Book 4559 at Page 216, Book 3317 at Page 16, Book 3317 at Page 18, and Book 2884 at Page 312 and as generally depicted on Exhibit A (herein, the "Property"), as the same may be additionally described by further corrective or confirmatory deeds given and/or received by Landlord from time to time to confirm the boundaries of the Property.

2. **Term.** Development Term of FOUR (4) years commencing on the Effective Date of the Lease, with an option to extend for up to SIX (6) additional years; and a successive Operation Term of **FORTY (40) years**, unless earlier terminated.
3. **Assignment and Exclusive.** Tenant may transfer, sell or assign any or all of its rights and privileges under this Lease and/or sublet or license all or any portion of the Leased Premises to

any subsidiary or commonly owned entity affiliated with Tenant, or to any entity acquiring all or a majority of Tenant's ownership without need for further consent of Landlord, and Tenant may transfer, sell, or assign its interest under this Lease to any other successors and/or assignee subject to Landlord's reasonable consent as to the financial fitness and capacity of any such proposed assignee to operate the Project, such sublease or license to always be subject to the provisions of this Lease. Tenant's obligation and liability under this Lease will continue until its assignee/purchaser has assumed in writing the assigned obligations of Tenant under this Lease. During the term of this Lease, Landlord may at any time sell the entirety of the Property, which sale shall be subject to and under the terms of the Lease and the rights and privileges of the Tenant hereunder; Landlord shall not be permitted to sell any portion of the Property, nor divide the Property by any other means constituting a "division" pursuant to the subdivision laws of the State of Maine and/or any other body or authority that governs subdivision, including the municipality where the Property is located, or any other applicable statute, law, ordinance, by-law or rule, without the prior written consent of Tenant in each instance.

- a. The interests granted to the Tenant under this Lease are exclusive and Landlord will not grant to any party other than Tenant any lease, easement, interest, option and/or right in or upon the Property that is in any way related to converting wind energy to electrical energy and/or delivering or transmitting electrical energy, to another person or entity, for so long as this Lease is in effect.

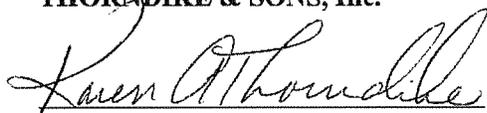
4. Addresses. The parties' addresses as set forth in the Lease are set out above.

THIS MEMORANDUM OF LEASE is intended to amend, restate and replace the Notice of Lease and is prepared for recording and for the purpose of making a public record of said Lease, and it is intended that the parties shall be subject to all of the provisions of the Lease and that nothing herein shall be construed or deemed to alter or change any of the terms or provisions of the Lease.

Dated: 2.27.15

LANDLORD

THORNDIKE & SONS, Inc.



By: Karen A. Thorndike

STATE OF MAINE
COUNTY OF Franklin

2-27, 2015^{KFD}

Personally appeared the above-named Karen A. Thorndike, in his/her capacity as President of Thorndike & Sons, Inc. and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said corporation.

Before me,

Mary Schanz
Notary Public
Print: Mary Schanz
My commission expires:

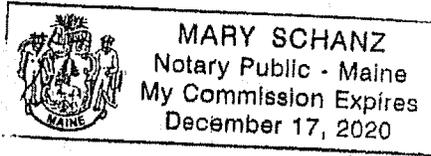


Exhibit A to Amended Memorandum of Lease
Property Description

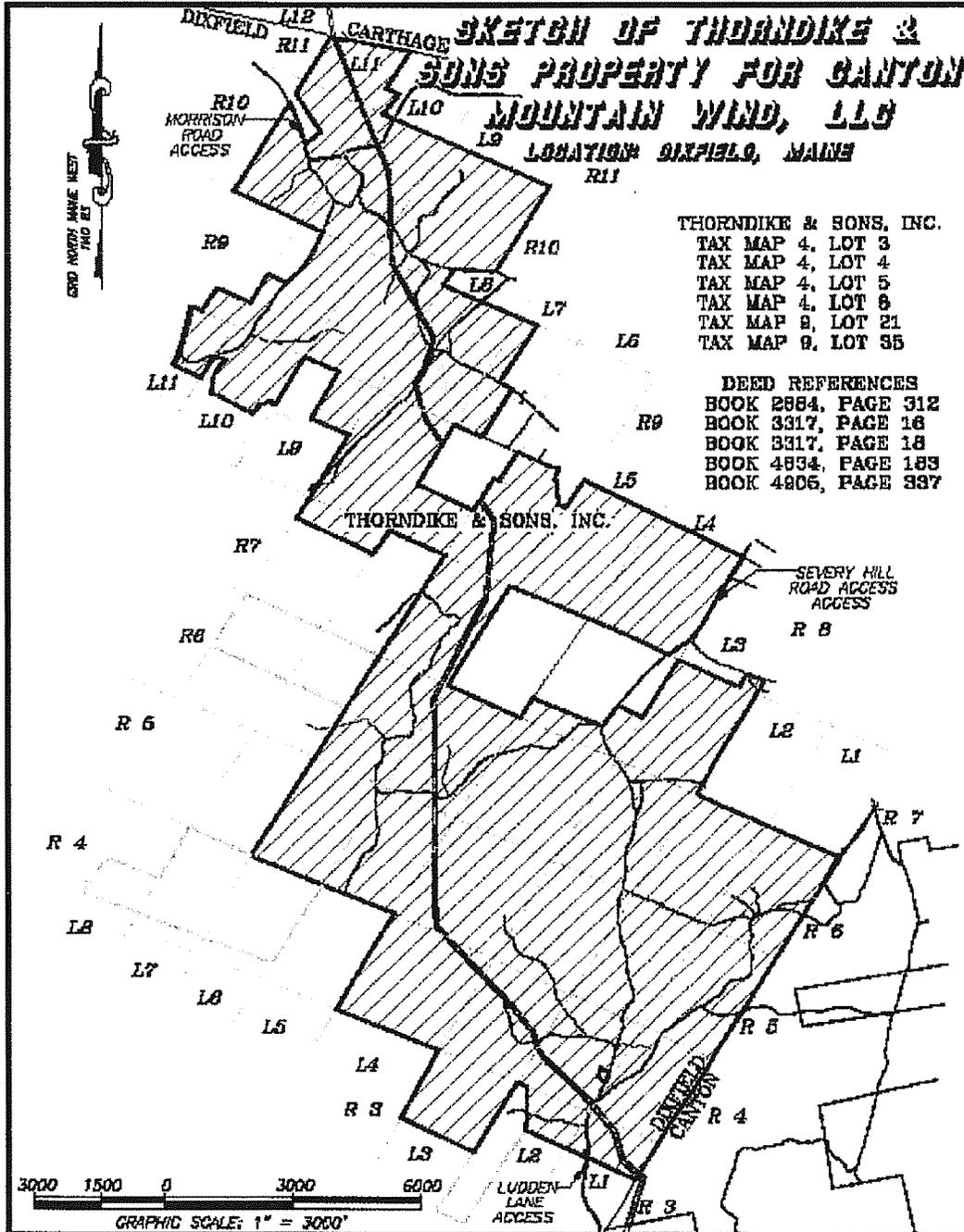
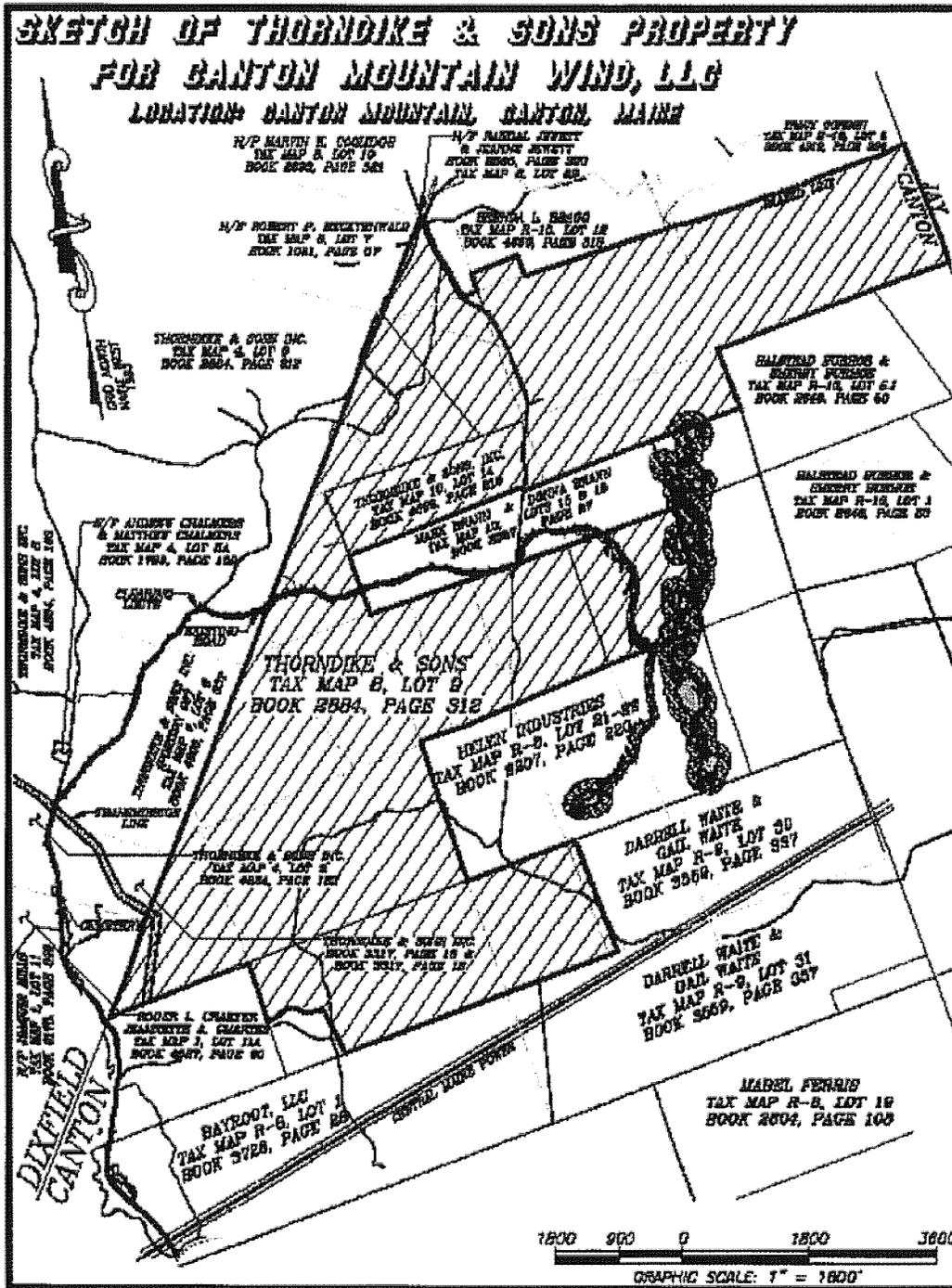


Exhibit A to Memorandum of Lease
(Continued)



Recorded: Oxford East County: 4/8/2015
Patricia A. Shearman Registrar of Deeds
01:29:42 PM

EXHIBIT C

[LENDER]

_____, 201_

SENT BY BOTH CERTIFIED MAIL
AND REGULAR MAIL

[LANDOWNER]

Re: Wind Energy Land Lease dated _____ between Canton Mountain Wind, LLC and
LANDOWNER, as amended by First Amendment dated _____ (the "Lease")

Dear _____:

LENDER understands that you are the Landlord under the Lease. Please be advised that LENDER has been granted a "Leasehold Mortgage" with respect to the "Leased Premises" (as both terms are defined in the Lease) and, as such, is a "Financing Party" and a "Lender" (also as both terms are defined in the Lease).

Please sign a copy of this letter below where indicated and return it to LENDER at the address specified below in order to acknowledge and agree (a) that Landlord recognizes LENDER as a Financing Party, as a Lender and as the holder of a "Leasehold Mortgage," (b) that LENDER has the benefit of, and is entitled to enforce, all rights and remedies of a Financing Party and/or a Lender as specified in the Lease, and (c) that Landlord has waived any statutory or other "landlord's lien" on any and all personalty, fixtures or other property or improvements installed or constructed upon the Leased Premises by Tenant under the Lease.

A copy of all default notices sent to Tenant under the Lease (and any other correspondence to LENDER regarding the Lease) should be sent to LENDER at the following address:

LENDER

LANDOWNER
_____, 201__
Page 2

Thank you very much for your cooperation in this matter.

Very truly yours,

LENDER

By: _____

Name: _____

Title: _____

The undersigned acknowledges and agrees with the contents
of the foregoing letter; executed as a sealed instrument on
_____, 201__

LANDOWNER

EXHIBIT D

SUBORDINATION, NON DISTURBANCE AND ATTORNMENT AGREEMENT

AGREEMENT, dated as of this day of , 201 by and among:
), having an address at
 ("Mortgagee"),
 ("Mortgagor"), and LLC,
a Massachusetts limited liability company having an address of c/o Patriot Renewables, 549
South Street, Quincy, Massachusetts 02169 ("Lessee").

PREAMBLE

WHEREAS, Mortgagor owns a certain parcels of land located in County, Maine, being a portion of lands conveyed to Mortgagor by deed of Corporation dated 3 and recorded at Book , Page of the Oxford County Registry of Deeds;

WHEREAS, Mortgagor has given a Mortgage, Assignment of Leases and Rents and Security Agreement and a Collateral Assignment of Contracts to Mortgagee, which instruments being more fully described on Exhibit A attached hereto and made a part hereof and are hereinafter referred to, as collectively, the "Mortgage";

WHEREAS, Patriot Renewables, LLC ("Patriot") and Mortgagor entered into that certain Wind Energy Facility Ground Lease (the "Lease"), dated as of May 1, 2009, whereby the Mortgagor as landlord under the Lease has leased to Lessee certain land and easements located in said Oxford County for the purposes of constructing, reconstructing, maintaining, repairing, relocating, replacing, using and operating wind energy facilities (the "Leased Property"), all as more are more particularly described in the Lease;

WHEREAS, of substantially even date herewith, Patriot and Mortgagor have executed a First Amendment to Wind Energy Facility Ground Lease ("First Amendment"), amending and replacing Exhibits A and B thereto;

WHEREAS, of substantially even date herewith, Patriot, Lessee, and Mortgagor have executed an Assignment and Assumption of and Second Amendment to Wind Energy Facility Ground Lease ("Second Amendment"), whereby Patriot assigned its interest in the Lease to Lessee, and Mortgagor has consented to the same;

WHEREAS, Lessee acknowledges the subordination of its Lease to the Mortgage and to any renewals, modifications, replacements, consolidations and extensions thereof, but wishes an assurance that, so long as Lessee complies with the terms of the Lease, Mortgagee will permit Lessee to have quiet enjoyment of the Leased Property;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed by and between the parties hereto as follows:

(1) The Lease is and shall be subject and subordinate to the Mortgage and the lien thereof as it affects the Leased Property covered by the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof.

(2) The Mortgagee hereby assents to the Lease, as amended by the First Amendment and Second Amendment, (subject to Section 4 below) and agrees with the Lessee that, in the event of an entry by the Mortgagee to foreclose the Mortgage, or in the event of a foreclosure of the Mortgage, by entry or by sale, the Lessee, if it is not then in default beyond the expiration of any applicable notice and/or cure period with respect to any of the covenants or conditions of the Lease to be performed or observed by the Lessee and no event has occurred and no condition exists, which after the passage of time (after notice required by the Lease, if any) would entitle landlord to terminate the Lease under its terms, or would cause, without any further action by such landlord, the termination of the Lease, or would entitle such landlord to dispossess Lessee from the Leased Property, shall peaceably hold and enjoy the Leased Property for the remainder of the unexpired term of the Lease, including any extension thereof which Lessee pursuant thereto may exercise, upon the same terms, covenants and conditions as in the Lease, including its options to extend as therein set forth, and without any hindrance or interruption from the Mortgagee, for any reason other than one which would entitle landlord to terminate the Lease under its terms, or would cause, without any further action by such landlord, the termination of the Lease, or would entitle such landlord to dispossess Lessee from the Leased Property.

(3) In consideration of the foregoing covenants by the Mortgagee, the Lessee does hereby covenant with the Mortgagee as follows:

(a) that notwithstanding anything to the contrary in the Lease or in this Agreement, Lessee shall provide Mortgagee with written notice of any default of the lessor under the Lease if such default is of such a nature as to give Lessee a right to terminate the Lease, to reduce rent thereunder or to credit or offset any amounts against future rents, and will not seek to terminate the Lease or claim a partial or total eviction until giving such notice and providing Mortgagee a period of thirty (30) days beyond the time available to the lessor under the Lease in which to cure the breach or default by the lessor, provided, however, as to any breach or default by the lessor the cure of which requires possession and control of the Leased Property, Mortgagee's cure period shall continue for such additional time as Mortgagee may reasonably require to either obtain possession and control of the Leased Property and thereafter cure the breach or default with reasonable diligence, or obtain the appointment of a receiver pursuant to any court proceeding, or otherwise, and give such receiver a reasonable period of time in which to cure the default. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by the lessor, except to the extent that Mortgagee expressly agrees otherwise in writing; and

(b) that in the event of a foreclosure of the Mortgage, or in the event Mortgagee comes into possession or acquires title to the Leased Property as a result of the enforcement of foreclosure of the Mortgage or by a conveyance to Mortgagee in lieu of foreclosure, provided that Mortgagee expressly agrees to assume all of the responsibilities and obligations of lessor under the Lease, the Lessee will recognize and attorn to the Mortgagee as its landlord for the remainder of the unexpired term of the Lease, upon the covenants and conditions thereof by the Lessee to be performed and observed, the Lessee hereby agreeing to perform and observe the

same, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto, immediately upon Mortgagee succeeding to the interest of landlord in the Leased Property. Lessee agrees, however, upon the election of and written demand by Mortgagee, within sixty (60) days after the Mortgagee receives title to the Leased Property, to execute an instrument in confirmation of the foregoing provisions, reasonably satisfactory to Mortgagee, in which Lessee shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

(4) In the event of an entry by the Mortgagee to foreclose the Mortgage, or in the event of a foreclosure of the mortgage by entry or by sale, or if the Mortgagee shall in any manner and for any reason succeed to the interest of the landlord under the Lease:

- (i) Mortgagee shall not be bound by any payment of rent or additional rent made by Lessee to Mortgagor for more than one (1) month in advance;
- (ii) Mortgagee shall not be liable for any act or omission of any prior lessor (including the Mortgagor);
- (iii) Mortgagee shall not be bound by any amendment or modification of a material term of said Lease made without the consent of Mortgagee.

(5) All notices or demands which are required or permitted to be given or served hereunder shall be in writing and delivered to the other party(ies) by registered or certified United States Mail, postage prepaid and return receipt requested, or delivered by hand by a recognized overnight courier, delivery charges prepaid, addressed as follows, or to any other address that the party(ies) to be notified may have designated to the other party(ies) by written notice at least ten (10) days prior thereto:

If to Mortgagee:

If to Mortgagor:

If to Lessee:

i, LLC
c/o Patriot Renewables, LLC
549 South Street
Quincy, Massachusetts 02169

Any party hereto may change the address set forth above, from time to time, by serving written notice of the change upon the other parties hereto at least ten (10) days prior to the effective date of such change. Inability to deliver notice due to a change of address for which no notice was given, or refusal to accept delivery, shall be deemed delivery hereunder.

(6) Lessee acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned to Mortgagee as part of the security for the note secured by the Mortgage and upon written notice from Mortgagee of a default under the Mortgage, Lessee shall pay its rent and all other sums due under the Lease directly to Mortgagee, and Mortgagor, by its execution hereof, hereby directs Lessee to make such payment to Mortgagee.

(7) As used herein, wherever the context so requires or admits, the word "Mortgagee" includes any person claiming through or under the Mortgagee or the Mortgage, including but not limited to any purchaser at foreclosure sale, and the word "Lessee" shall include its successors and assigns.

(8) The Mortgagee consents to the Lease.

(9) This Agreement shall be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as a sealed instrument by its officers hereunto duly authorized on this ___ ay of _____, 2011.

WITNESS

MORTGAGEE:

By: _____
Name: _____
Title: _____

WITNESS

MORTGAGOR:

By: _____
Name: _____
Title: President

WITNESS

LESSEE:
Wind, LLC

By: _____
Name: Jay M. Cashman
Title: Sole Member

Exhibit A

1. Mortgage, Assignment of Leases and Rents, Security Agreement from
recorded in Book , Page of the Oxford County (ME.) Registry of Deeds.

2. Collateral Assignment
: , Page of the Oxford County (ME.) Registry of Deeds. ook

EXHIBIT E

PERMITTED ENCUMBRANCES

1. Transmission Corridor Easement from Thorndike & Sons, Inc. to Saddleback Ridge Wind, LLC dated April 1, 2013 recorded in the Oxford County Registry of Deeds (Eastern District) in Book 4975 Page 23.
2. Leasehold interest of Patriot Renewables, LLC as evidenced by Notice of Lease by and between Patriot Renewables, LLC and Thorndike & Sons, Inc. dated October 4, 2010 and recorded in the Oxford County Registry of Deeds (Eastern District) in Book 4417, Page 217. (Dixfield)
3. Rights of others in and to the woods roads crossing the premises, including but not limited to those set forth in the Crossing Rights Agreement by and between Buckfield Timber, LLC and New River-Franklin, Ltd. Dated January 5, 1999 and recorded in the Oxford County Registry of Deeds (Eastern District), in Book 2679, Page 1.
4. Mortgage granted by Thorndike & Sons, Inc. to Farm Credit of Maine, ACA dated November 21, 2000 and recorded in the Oxford County Registry of Deeds (Eastern District) in Book 2884, Page 317 and UCC Financing Statement by and between Thorndike & Sons, Inc. and Maine-ly Trees Inc., as Debtors, to Farm Credit of Maine, ACA, as Secured Party, dated July 2, 2007 and recorded in said Registry of Deeds in Book 4156, Page 92, as affected by UCC Financing Statement Amendment-Continuation, recorded in said Registry of Deeds on February 22, 2012 in Book 4816, Page 107; as further affected by Amendment to Mortgage by and between Farm Credit of Maine, ACA and Thorndike & Sons, Inc., dated February 8, 2103 and recorded in Book 4956, Page 187; and as affected by Mortgagee's Consent from Farm Credit of Maine, ACA, dated March 7, 2013 and recorded in the Oxford County Registry of Deeds (Eastern District) in Book 4975, Page 43.
5. Easements, covenants, conditions and restrictions of record that do not affect the permitted uses of the leased land as described herein, in Exhibit A.