

**AFTER RECORDED MAIL TO:**

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

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

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

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS (this "Memorandum"), is made and entered into as of January 11,

[REDACTED]

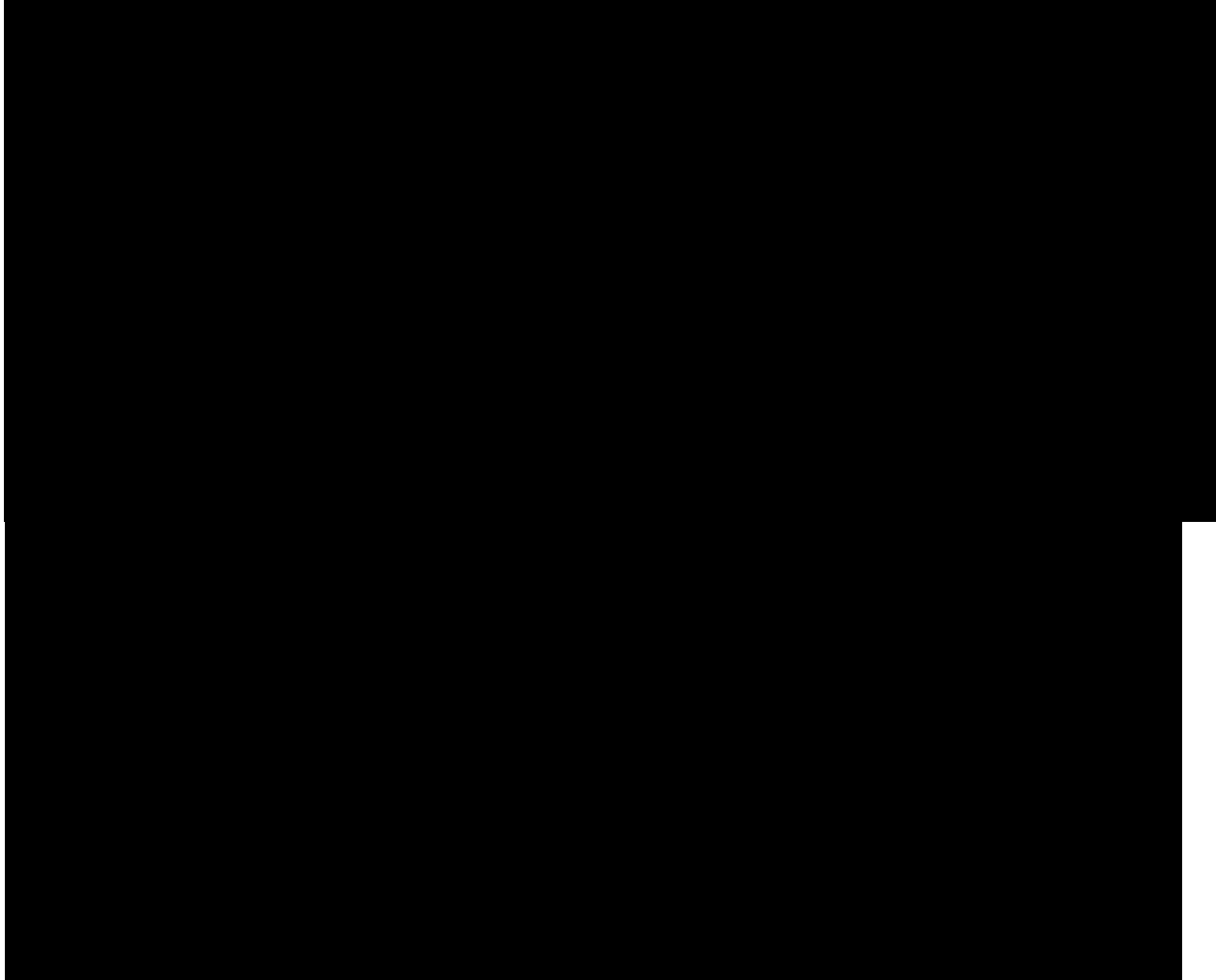
collectively and individually, as the case may be, "Landowner") and Number Nine Wind Farm LLC, a Delaware limited liability company ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

**RECITALS**

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

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

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



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

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

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

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

## Attachment 6.2C - CONFIDENTIAL

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

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

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

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

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

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

## Attachment 6.2C - CONFIDENTIAL

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

3. Easements.

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

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

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

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

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

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

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

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

## Attachment 6.2C - CONFIDENTIAL

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

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

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

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

## Attachment 6.2C - CONFIDENTIAL

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

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

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

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

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

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

## Attachment 6.2C - CONFIDENTIAL

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

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

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


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


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

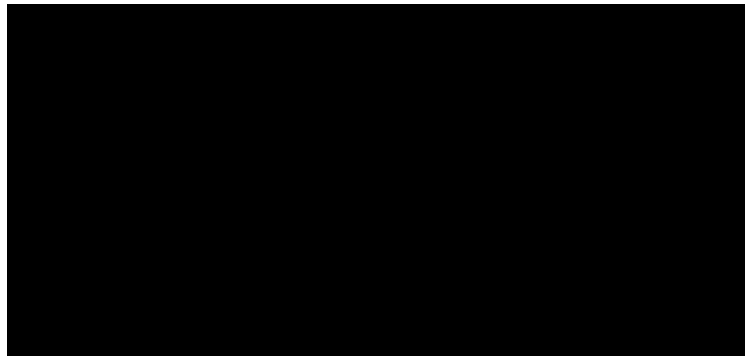
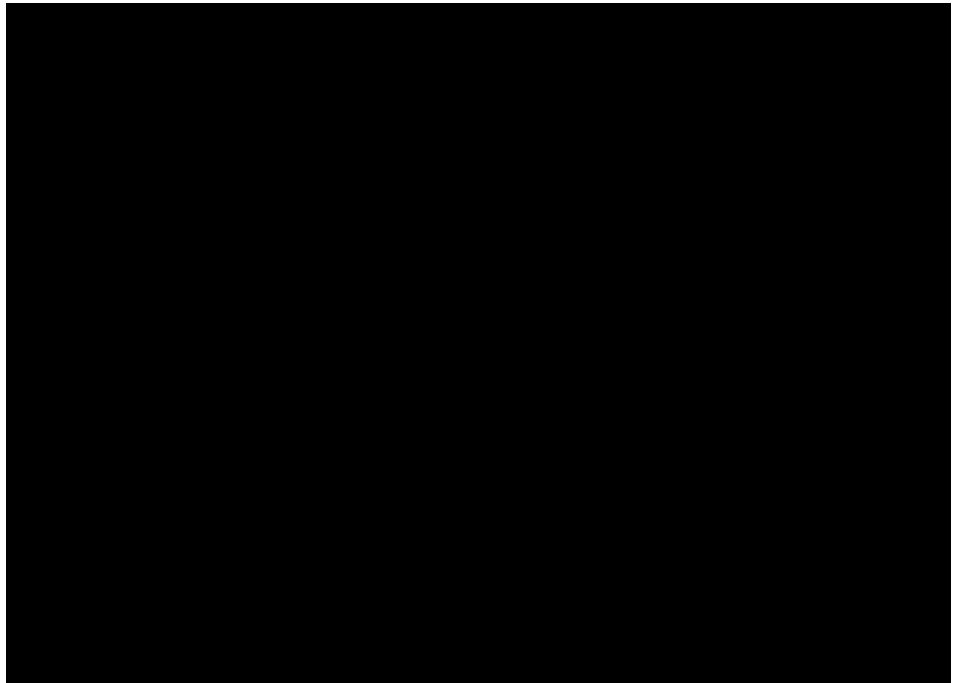
[SIGNATURES ON NEXT PAGE]

## Attachment 6.2C - CONFIDENTIAL

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

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


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





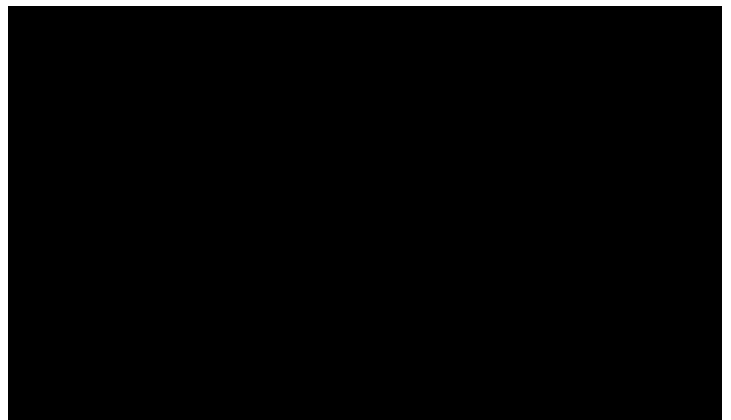
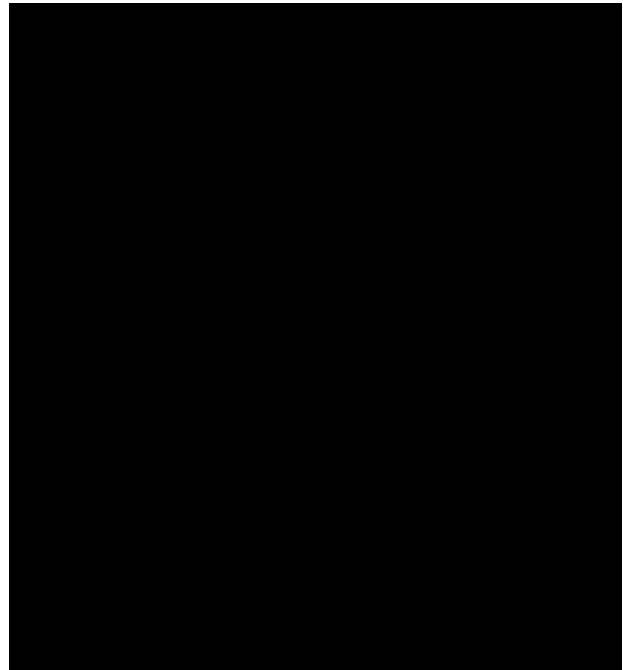
Attachment 6.2C - CONFIDENTIAL

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

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

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

LANDOWNER:





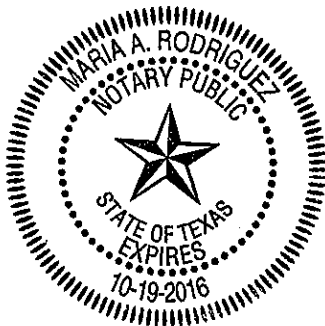
## Attachment 6.2C - CONFIDENTIAL

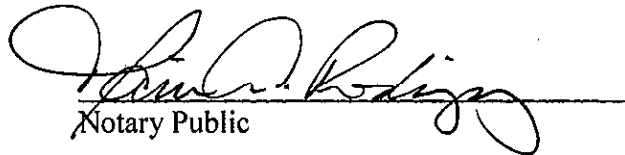
ACKNOWLEDGEMENTS  
FOR THE WIND COMPANY

STATE OF TEXAS            )  
                                      ) ss:  
COUNTY OF HARRIS        )

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

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

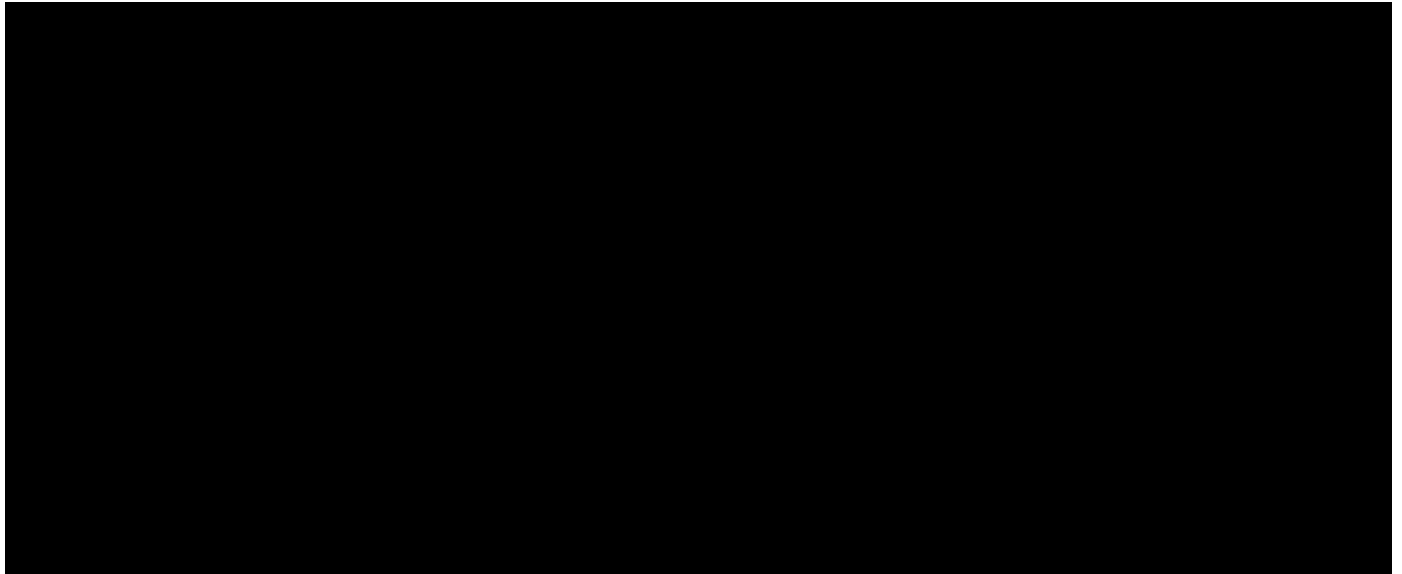


  
Notary Public

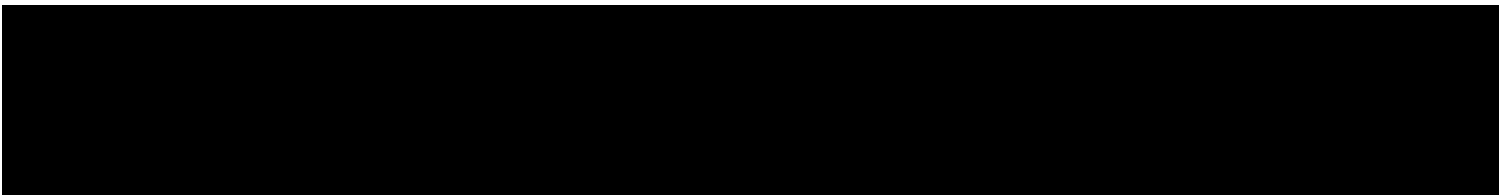
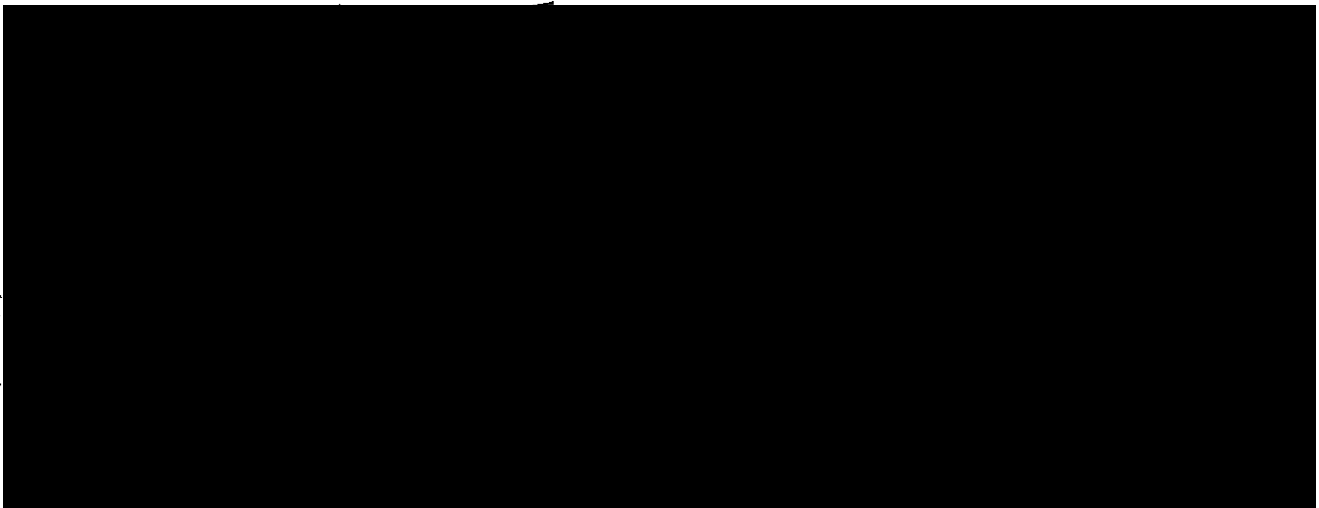
Attachment 6.2C - CONFIDENTIAL

ACKNOWLEDGEMENTS  
FOR THE LANDOWNER

STATE OF Maine )  
 ) ss:  
COUNTY OF PENOBSCOT )



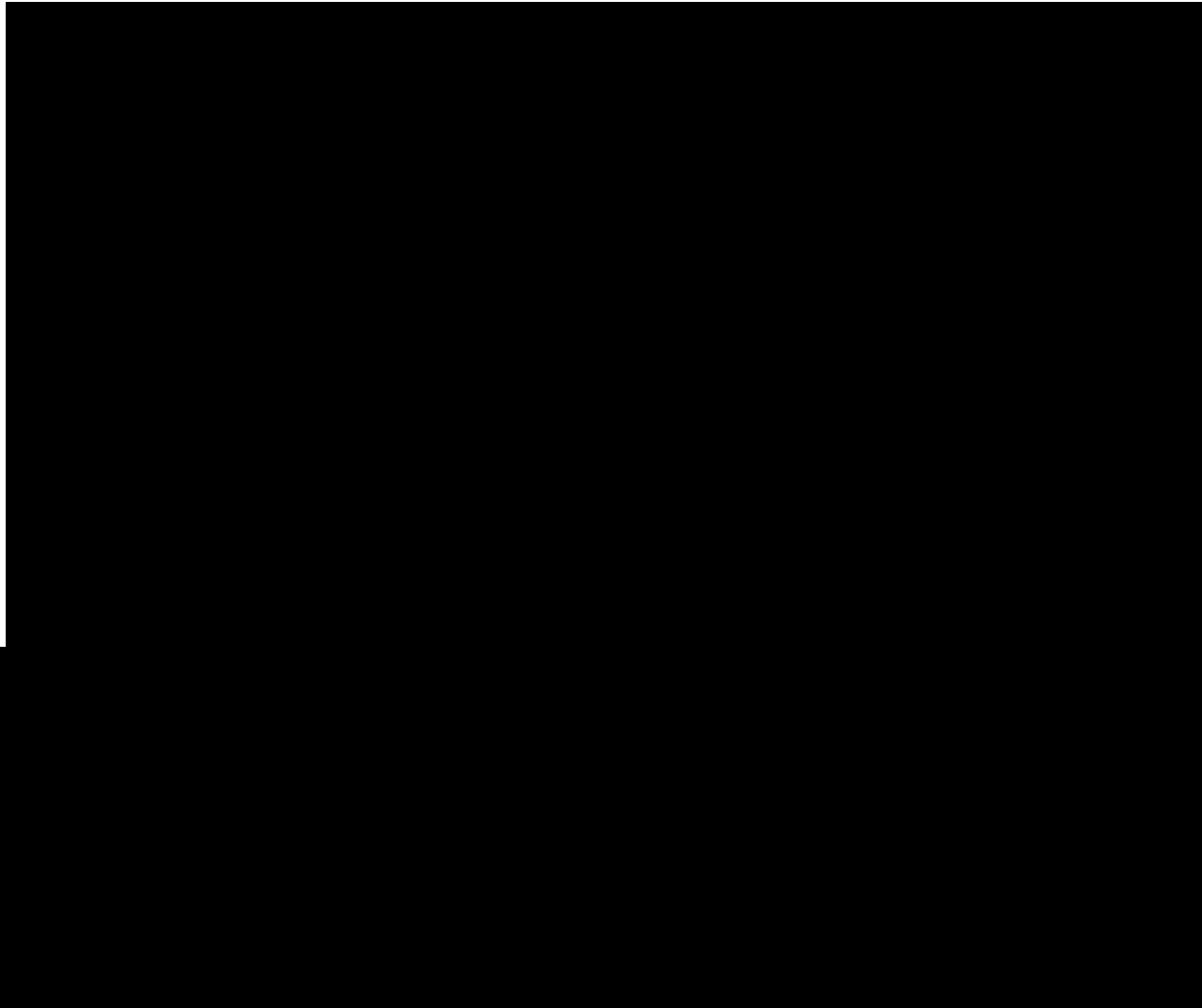
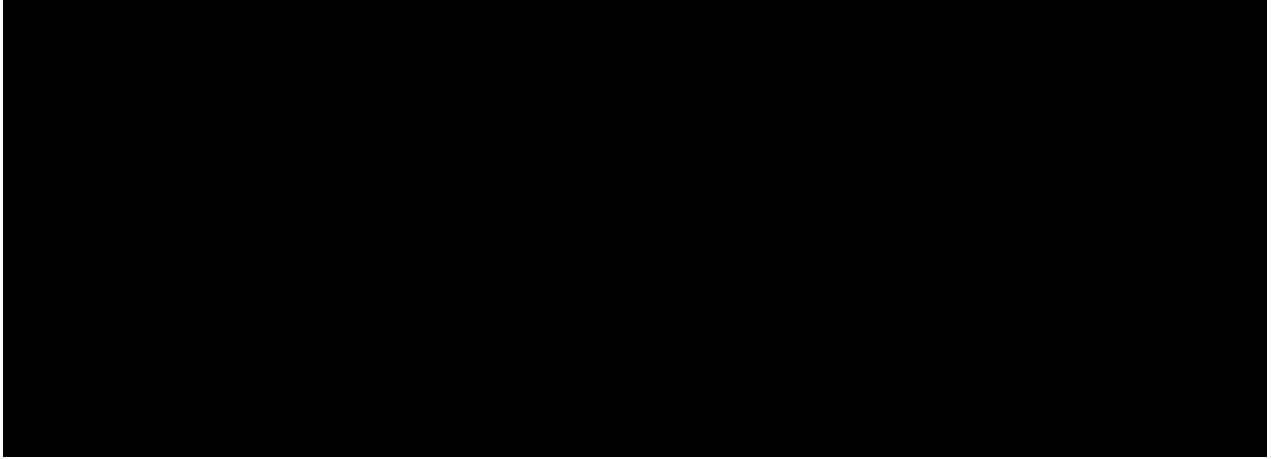
STATE OF Maine )  
 ) ss:  
COUNTY OF Penobscot )



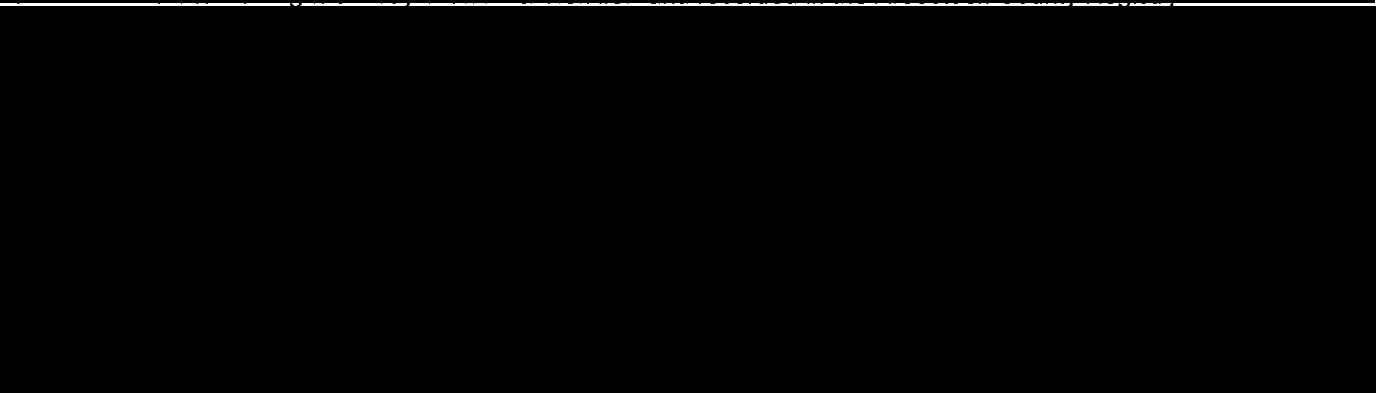
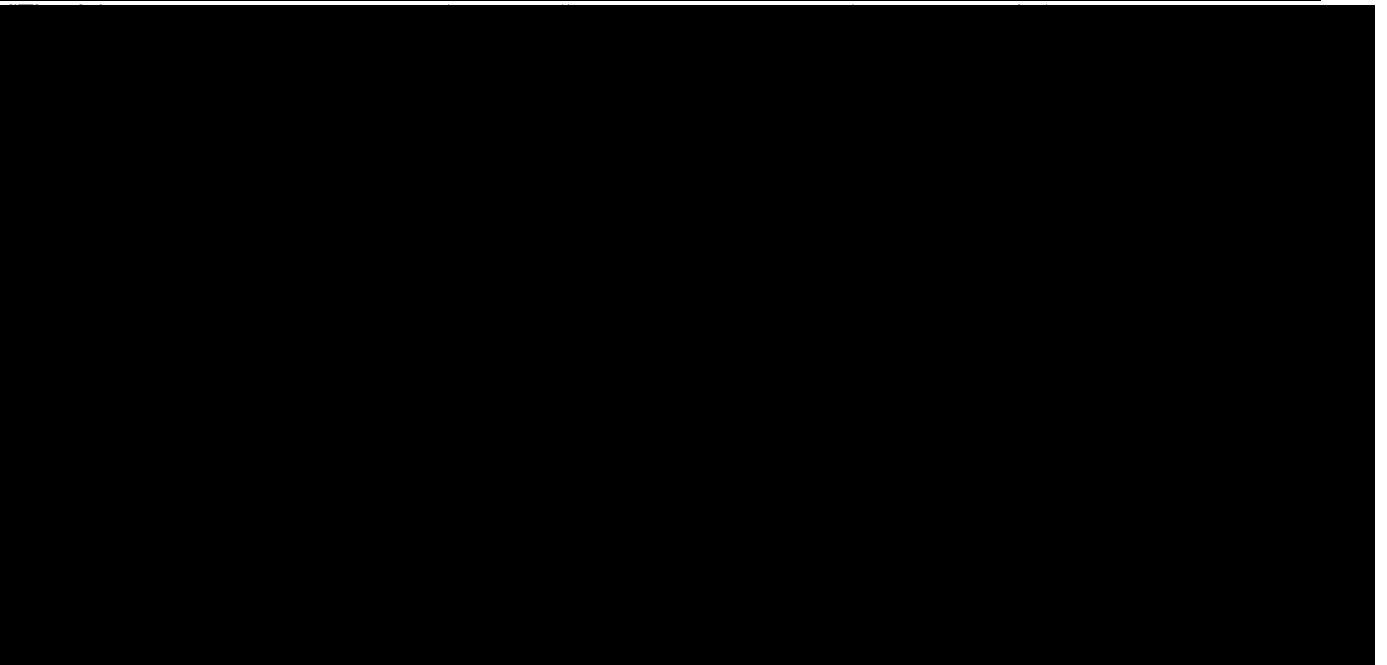
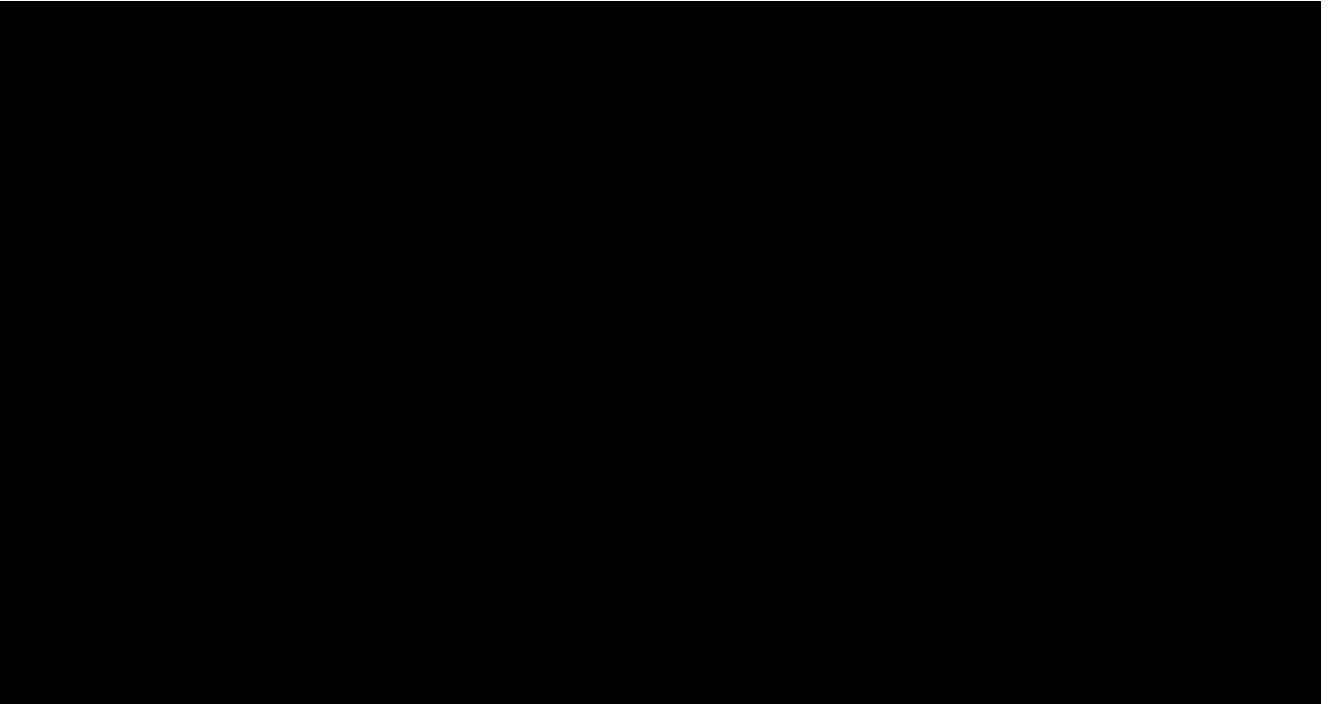
Attachment 6.2C - CONFIDENTIAL

**EXHIBIT "A"**

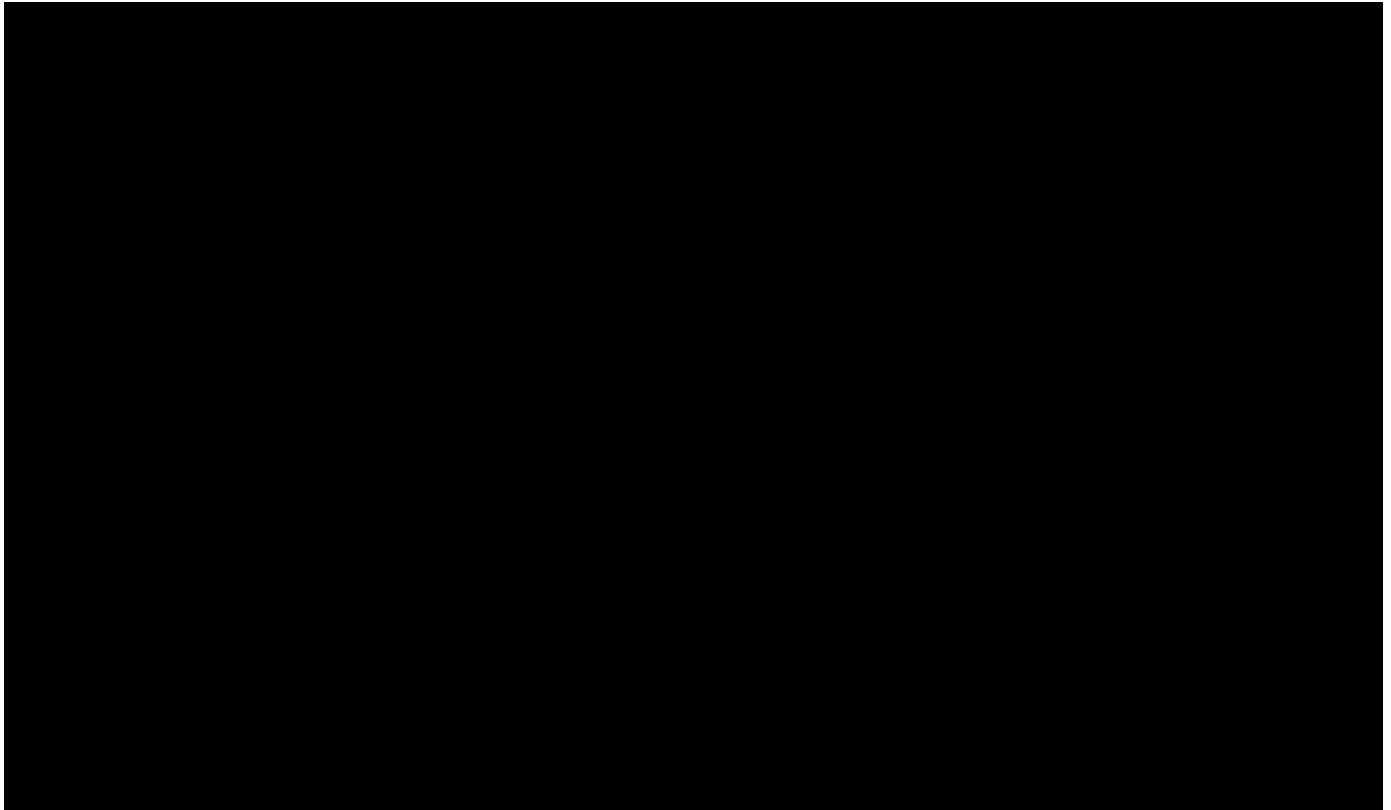
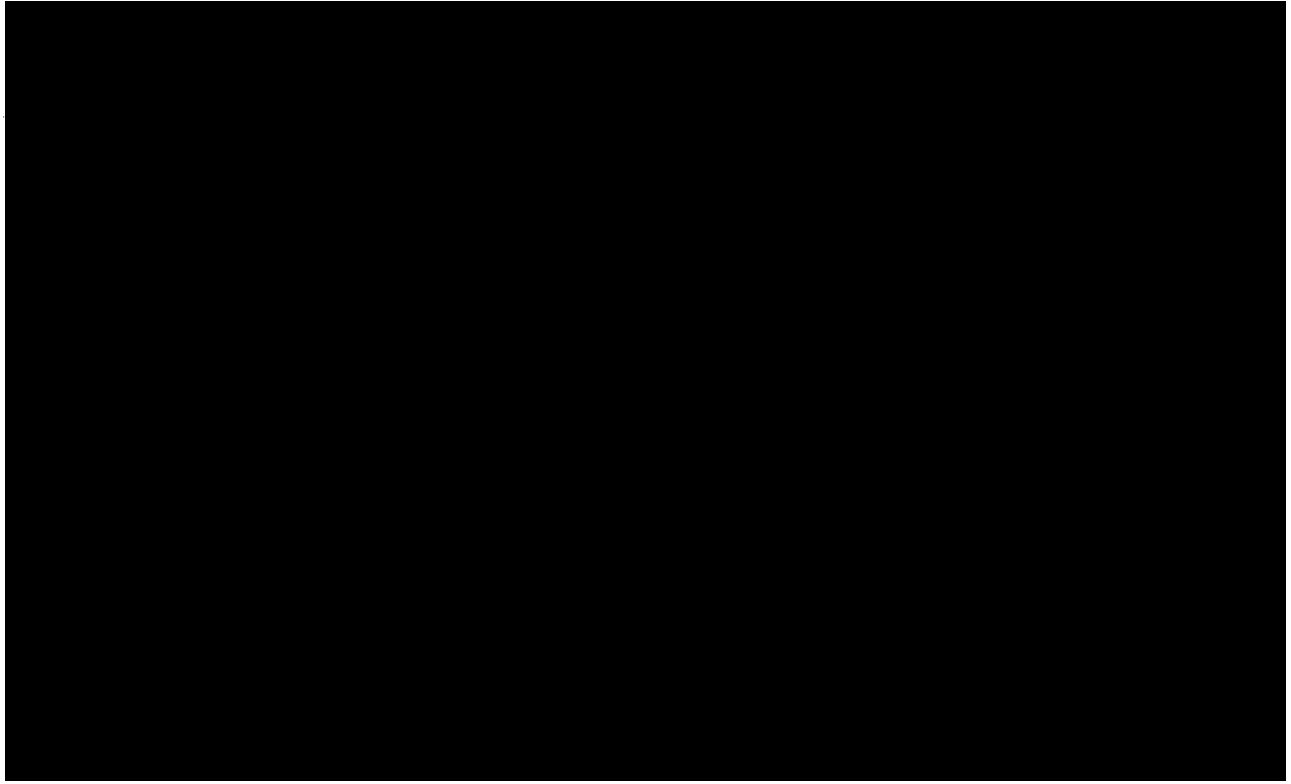
Legal Description of the Property



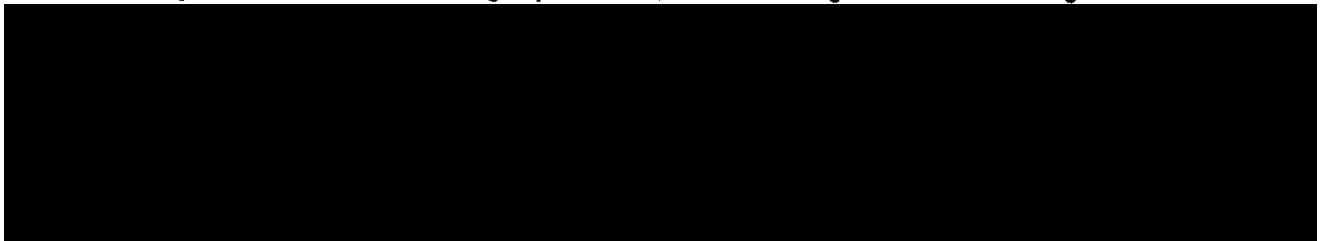
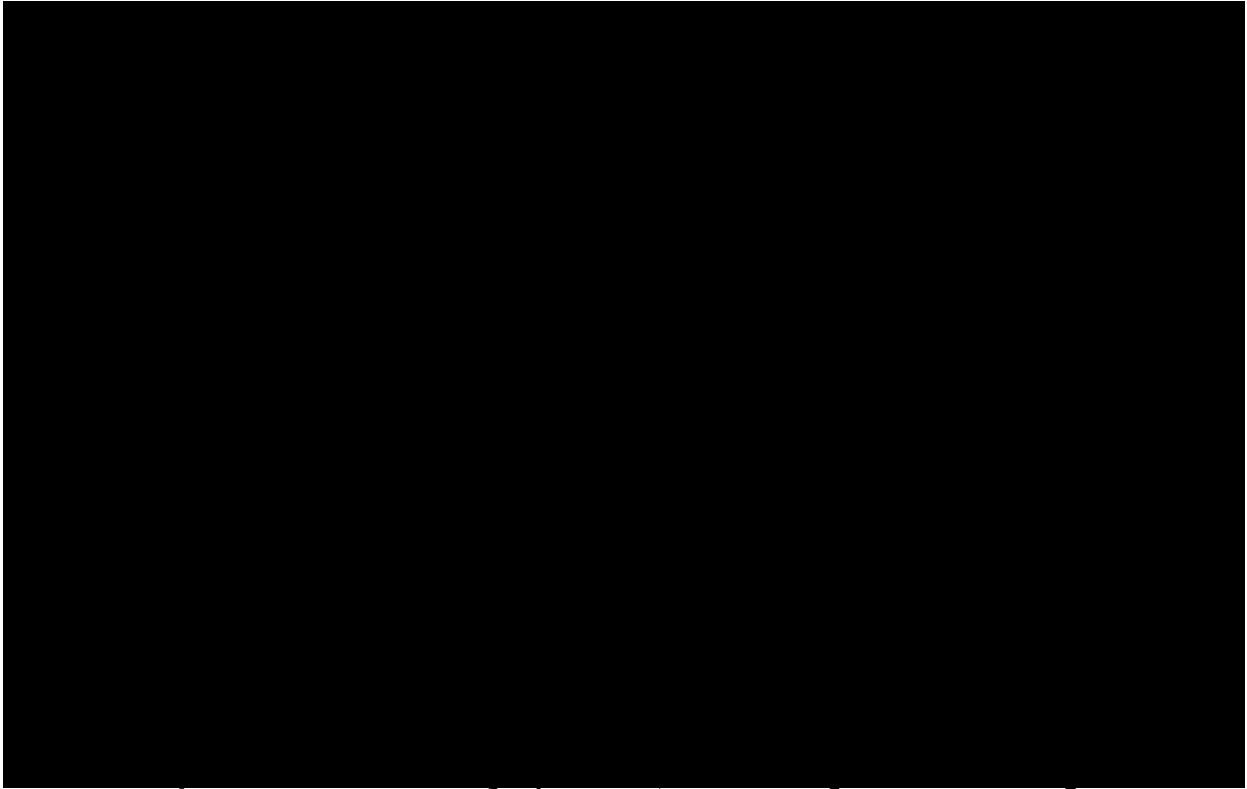
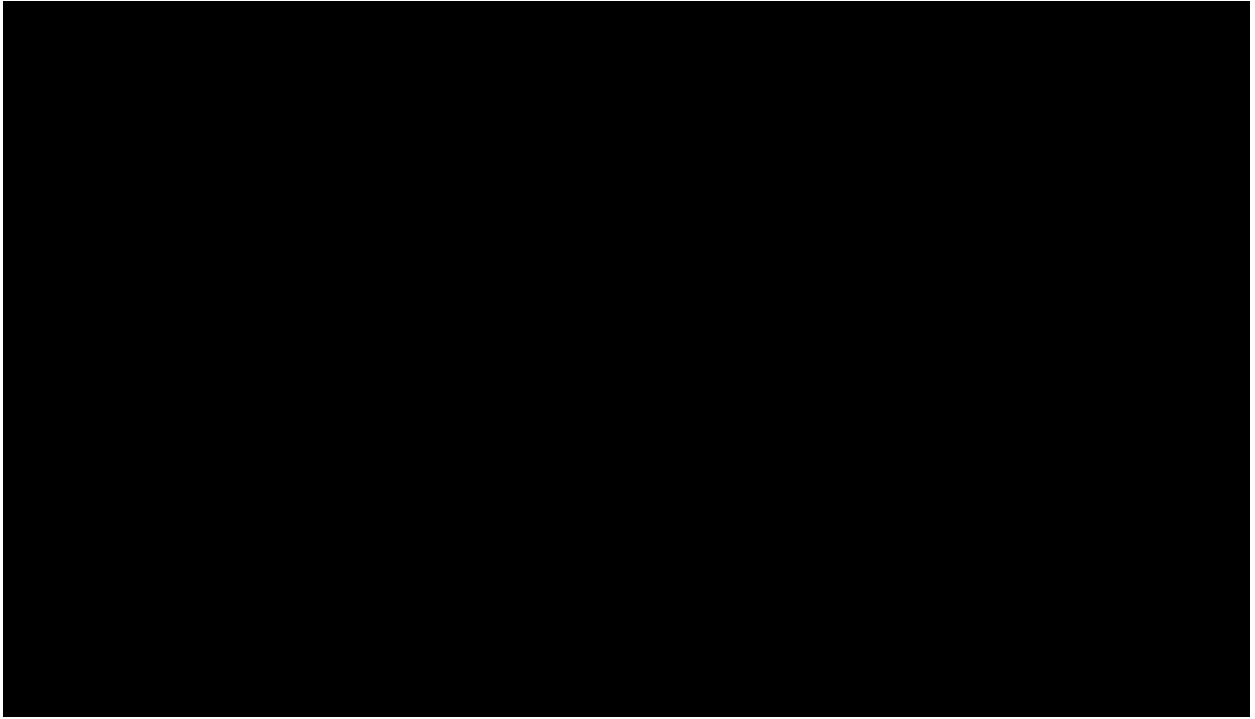
Attachment 6.2C - CONFIDENTIAL



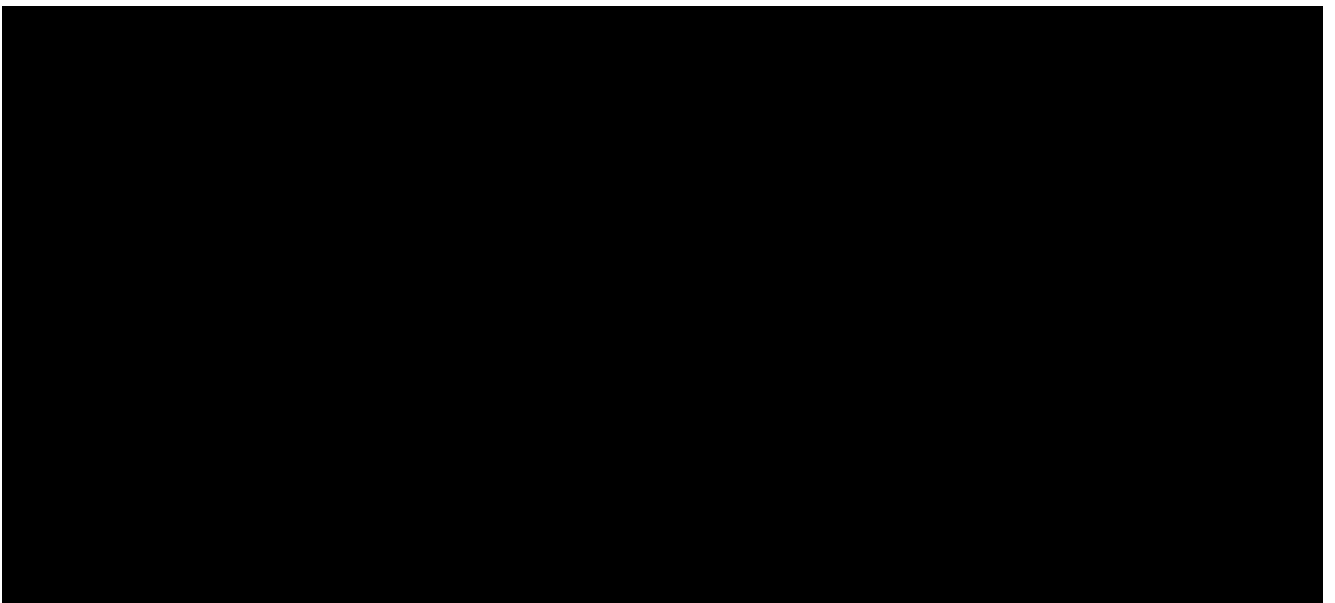
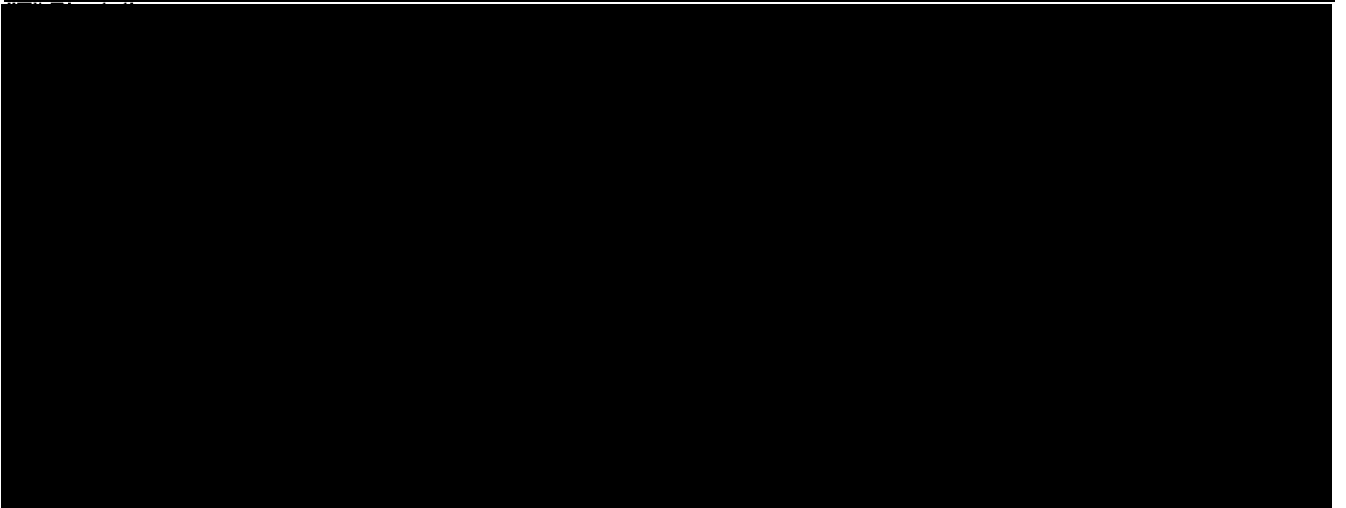
Attachment 6.2C - CONFIDENTIAL



Attachment 6.2C - CONFIDENTIAL

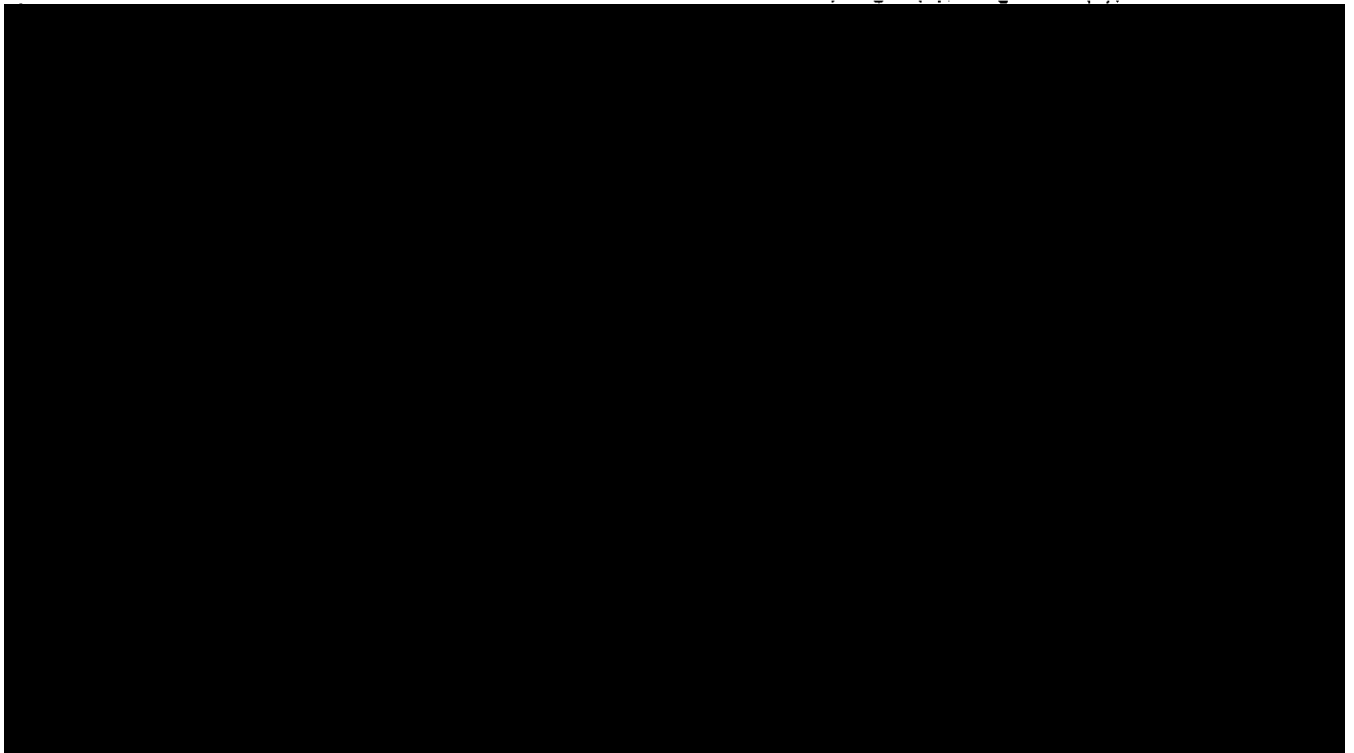
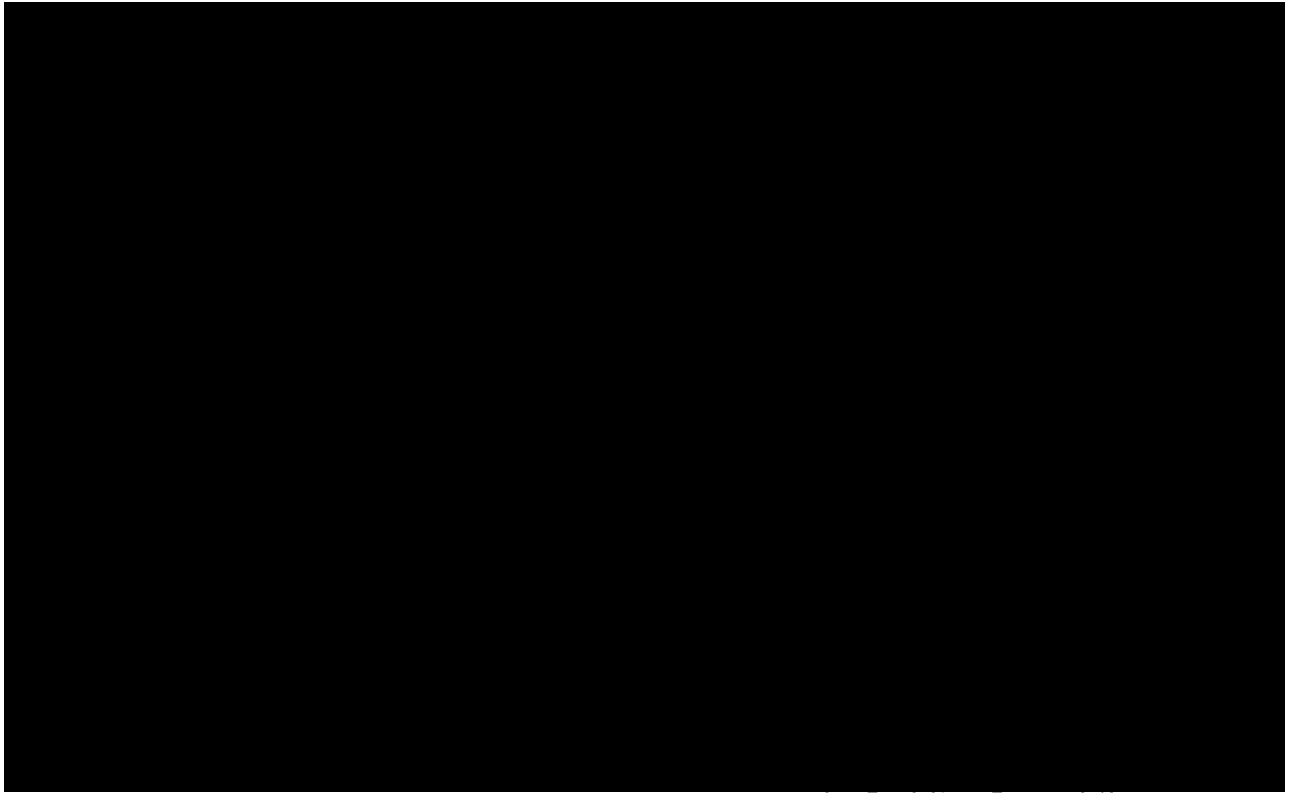


Attachment 6.2C - CONFIDENTIAL

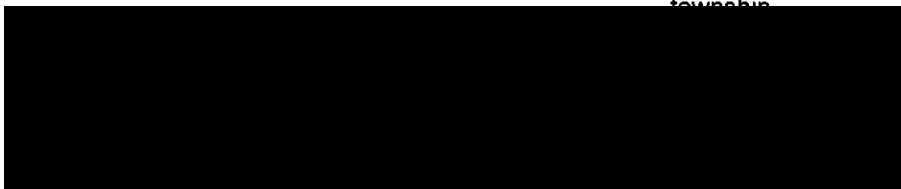




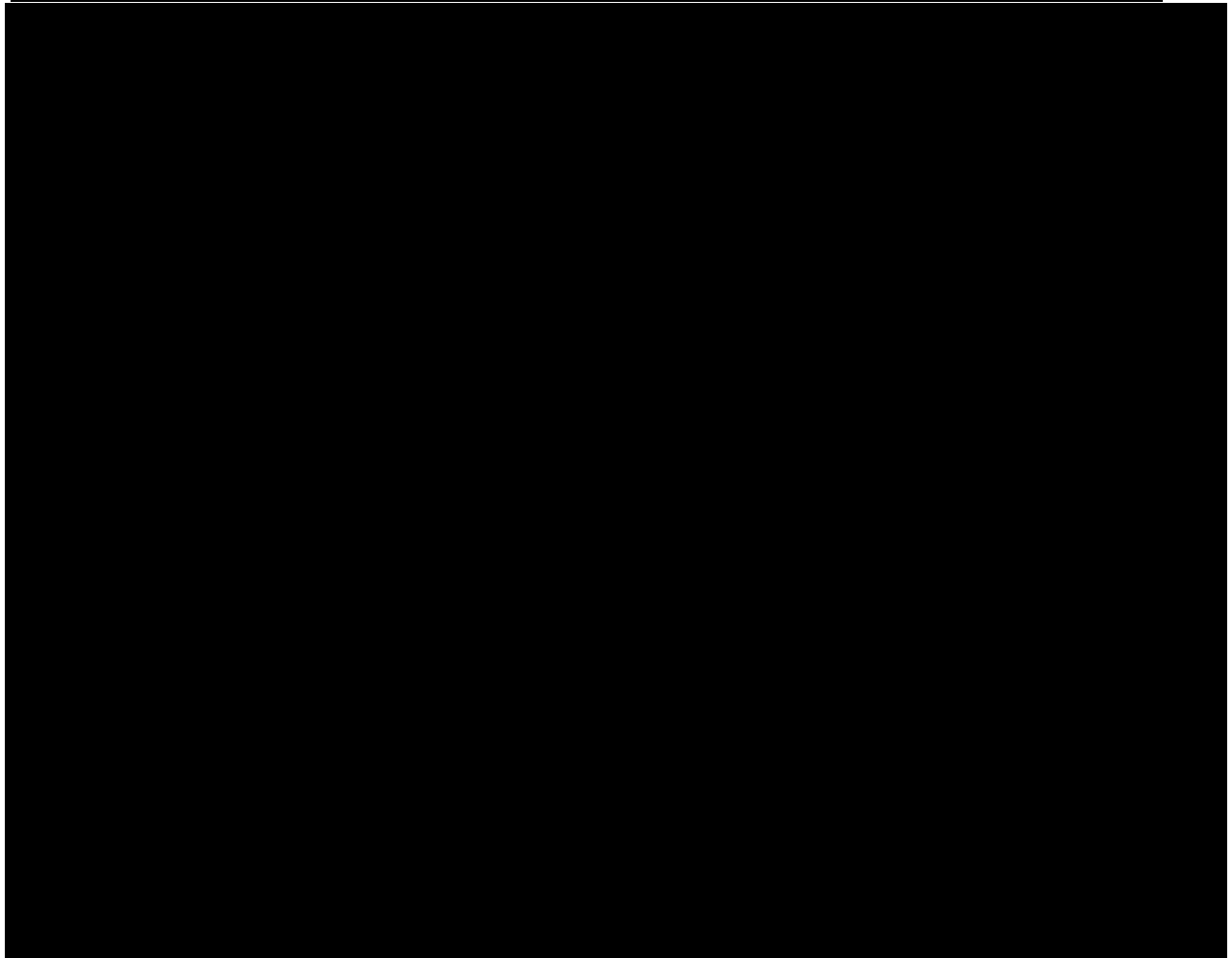
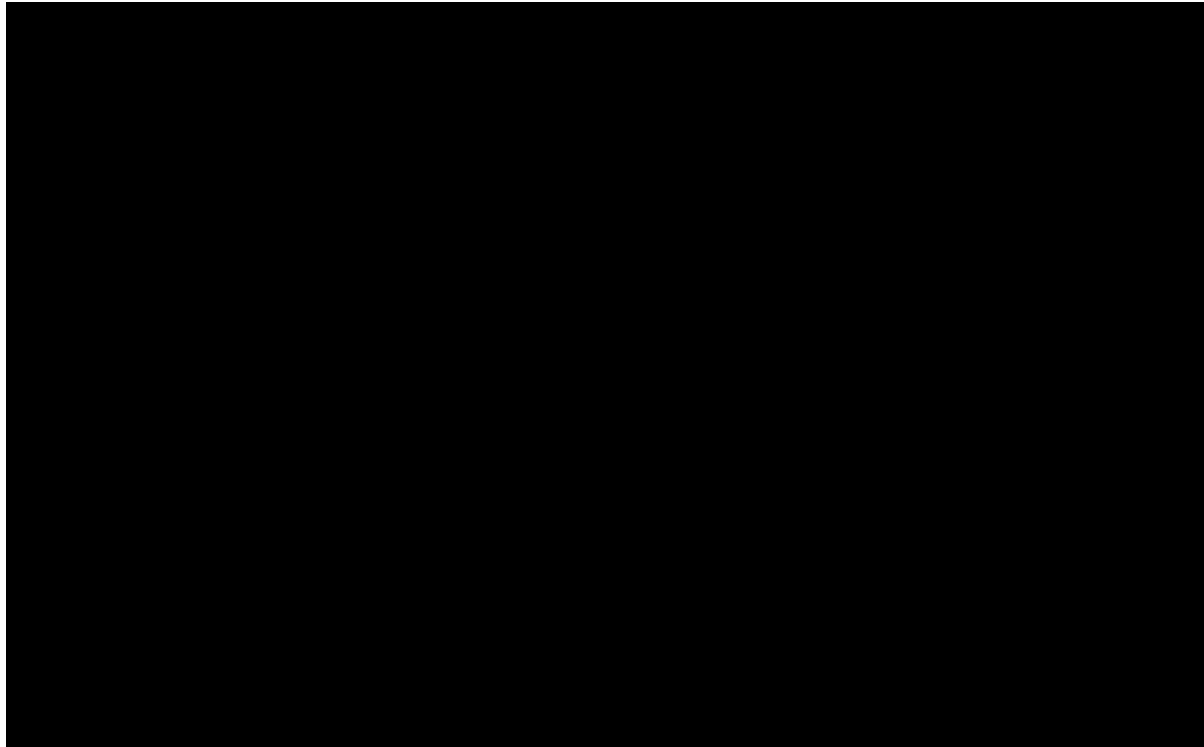
Attachment 6.2C - CONFIDENTIAL



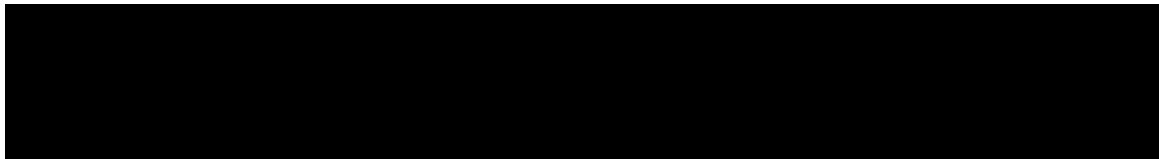
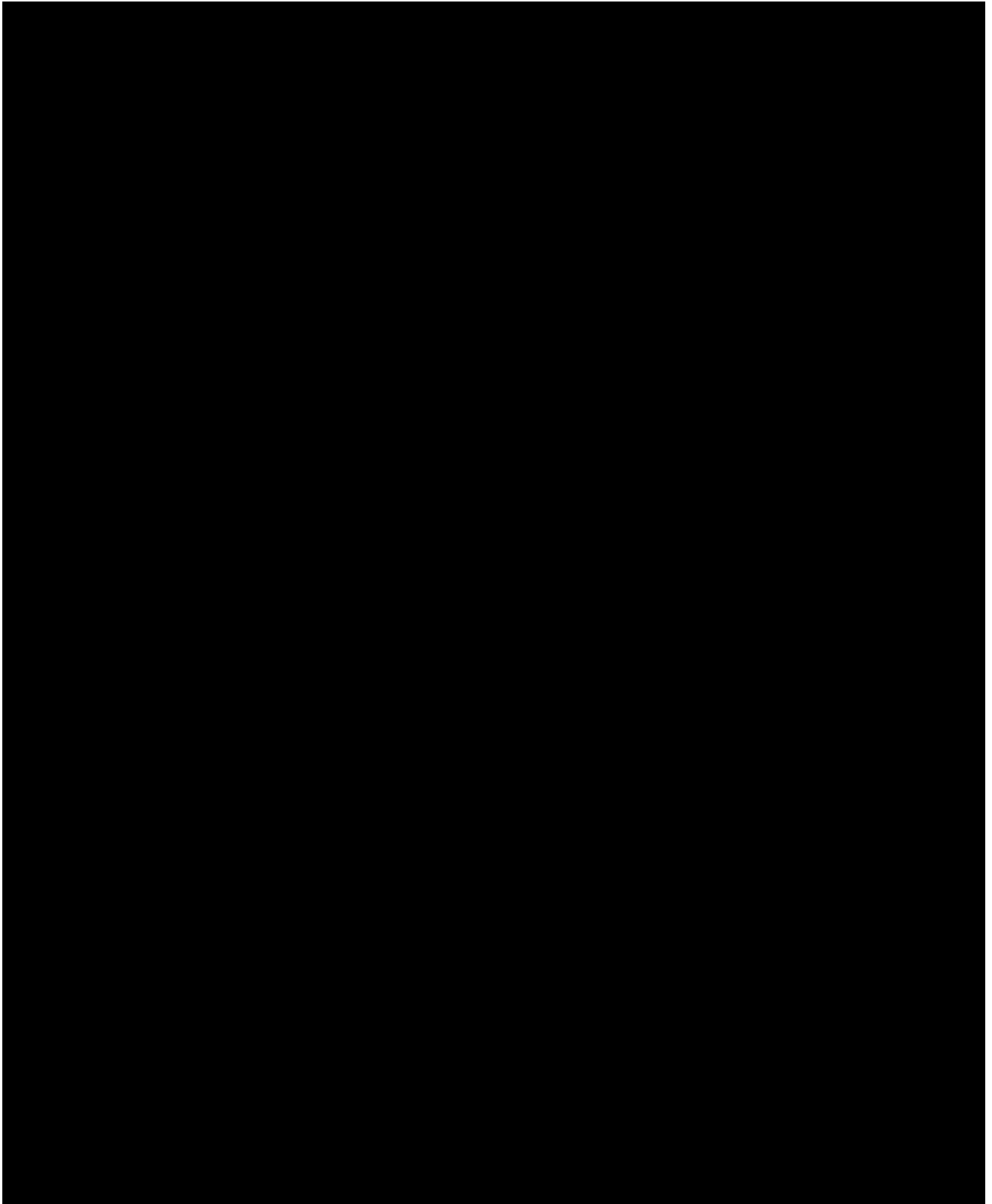
and the northern quarter of the township.



Attachment 6.2C - CONFIDENTIAL



Attachment 6.2C - CONFIDENTIAL



Attachment 6.2C - CONFIDENTIAL

