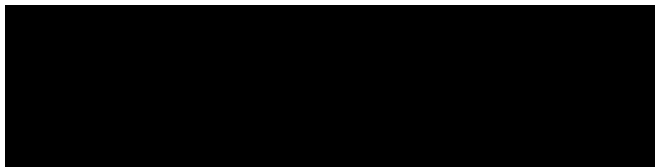




January 21, 2016

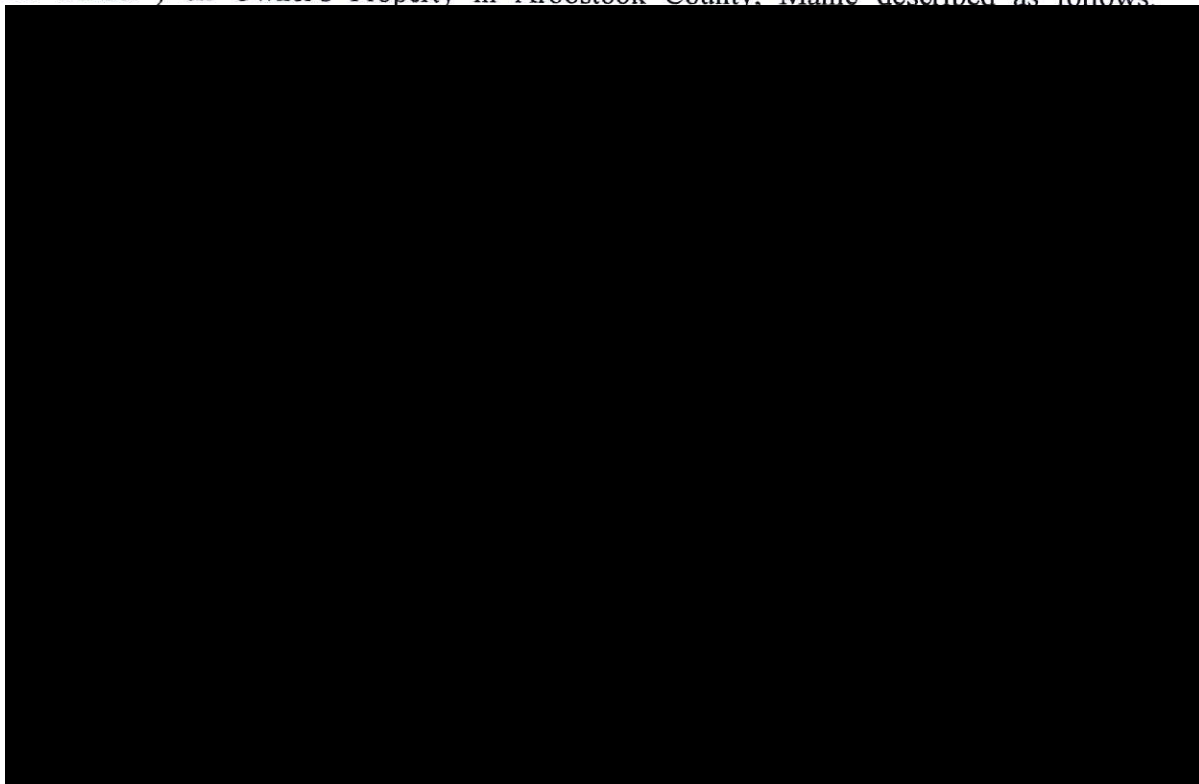
VIA Electronic Mail



Re: License for Meteorological Tower



As discussed, the purpose of this letter ("Agreement") is to memorialize the agreement between EDP Renewables North America LLC, a Delaware limited liability company ("Licensee") and [REDACTED], a Maine limited liability limited partnership ("Owner") regarding the installation of one or more anemometers, temporary meteorological tower, wind monitoring devices, foundations, multiple guy wires, a remote power system and related facilities (collectively and each, a "Met Tower") and one or more Anabat microphones, including mounting brackets, reflectors and related facilities and equipment (collectively and each, a "Bat Sensor") on Owner's Property in Aroostook County, Maine described as follows:



EDP Renewables North America LLC
Corporate Headquarters
9305 Travis, Suite 700
Houston, TX 77002
T 713 265 0350 F 713 265 0365

[REDACTED]

As such, by signing this Agreement below, Owner and Licensee agree as follows:

1. Owner hereby grants and conveys to Licensee an exclusive license to install, operate, maintain, repair, replace and remove: (a) one Met Tower on the Property for the purpose of conducting studies of wind speed and wind direction and collecting other meteorological data; and (b) one Bat Sensor which said Bat Sensor will be mounted on the Met Tower for the purpose of recording ultrasonic bat calls and related field data (the "License"). The License includes the right of access on, over and across the Property and of ingress to and egress from the Met Tower and Bat Sensor.

2. The License will be for a term of three (3) years ("Term"), commencing on the date set forth next to Owner's signature below, subject to Licensee's right to renew the Term as set forth below. Owner may revoke this License in the event the Licensee is in breach of this Agreement, provided the Owner has first provided notice of breach to Licensee and the Licensee has not cured the breach to the reasonable satisfaction of the Owner within fifteen (15) days of the date of the notice.

2.1 Provided that Licensee is not in material default, the initial Term shall automatically renew for a period of three (3) years ("Renewal Term") upon Licensee's payment to Owner of the additional sum of _____ prior to the end of such Term. The terms and conditions set forth in this Agreement shall continue and remain in effect during the Renewal Term. Notwithstanding the foregoing, in no event shall the term of this License be longer than the longest period permitted by law.

3. Upon receiving a fully executed copy of this Agreement, Licensee will send Owner a check for _____; which will constitute payment in full for the License during the initial Term and the other promises of Owner contained in this Agreement. All License payments made to Owner are deemed earned in full when made.

4. Licensee shall be permitted to remove timber reasonably necessary to conduct its operations under this License and shall compensate Owner for such timber removed in an amount equal to _____ per acre of timberland taken out of production due to Licensee's activities under this Agreement to be paid within 30 days of timber removal and on or before January 15th of following calendar year. Licensee shall pay such timber payment annually for a period of five (5) years commencing upon date of the clearing. Owner shall not be

[REDACTED]

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entitled to any additional compensation from Licensee for timber removed from the Property in the exercise of its rights under this License. Notwithstanding the foregoing, Licensee will provide Owner with prior notice so that Owner shall have the opportunity to clear such timber no later than 21 days of receiving such notice from Licensee.

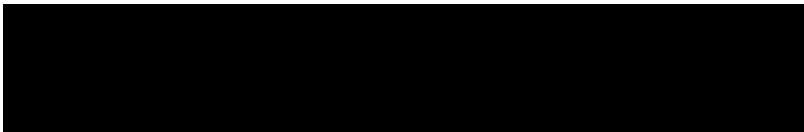
5. Licensee will pay, when due, (a) all claims for labor or materials furnished to or for Licensee at the Property and (b) any taxes assessed against the Met Tower and Bat Sensor; in each case subject to Licensee's right to contest the same in good faith.

6. Licensee shall at all times carry these insurance policies, during the term hereof:

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7. Licensee shall have the right, but not the obligation, (a) to fence an area no larger than 12 feet by 12 feet from the center of the Met Tower and/or (b) to place appropriate marker balls in the location, size and number in Licensee's discretion on the Met Tower and its related facilities. Likewise, Owner agrees not to unreasonably interfere with the exercise of Licensee rights as granted in this Agreement, and will cause its tenants and employees to avoid such interference.

8. Owner will not have any ownership or other interest in the Met Tower or Bat Sensor installed by Licensee on the Property (including any statutory lien, which is hereby waived), and Licensee may remove the Met Tower and/or Bat Sensor at any time. Upon the removal of all Met Towers on the Property, this Agreement shall terminate. Further, on or before the end of the term of the License, Licensee will (a) remove from the Property the Met Tower installed by Licensee thereon and (b) repair and leave the surface of the Property free from debris. Notwithstanding the foregoing or anything to the contrary contained herein, in the event of termination of this License due to an uncured default, Licensee shall have a reasonable amount of time of six (6) months from such termination to remove the Met Tower installed by Licensee thereon.



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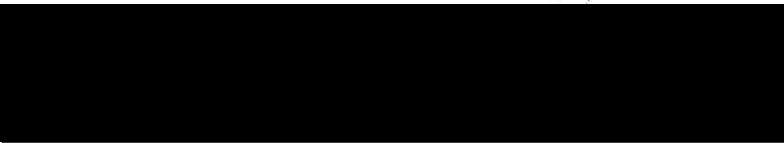
9. Owner represents and warrants to Licensee that (a) Owner is the sole fee owner of the Property; (b) each person or entity signing this Agreement on behalf of Owner is authorized to do so; (c) Owner has the unrestricted legal power, right and authority to enter into this Agreement and to grant the License to Licensee, and this Agreement and the License are and will be in full force and effect, without the necessity of any consent of or joinder herein by any other person or entity; and (d) there are no liens, encumbrances, covenants, conditions, reservations, restrictions, leases or other matters relating to the Property or any portion thereof that could materially interfere with or prevent Licensee's reasonable use of the Property or any portion thereof for the purposes contemplated by this Agreement.

10. Owner will reasonably cooperate at no cost or expense to Owner, with Licensee in the exercise of the rights given to Licensee in this Agreement and in otherwise giving effect to the purpose and intent of this Agreement, including, without limitation, in Licensee's efforts to obtain from any governmental authority or other person or entity any permit, entitlement, approval, authorization or other rights necessary or convenient in connection Owner's activities; and Owner shall promptly upon request, sign any application, document or instrument that is reasonably requested by Licensee in connection with the License granted under section 1 above. Prior to beginning any work on the Property, Licensee at its sole expense, shall obtain all necessary permits from applicable Law to perform any work contemplated by or under authority of this License.

11. In no event shall Owner or Licensee or any of their respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for special, indirect, exemplary, punitive, or consequential damages of any nature whatsoever connected with or resulting from this License.

12.

13. Owner, to Owner's knowledge, hereby represents to Licensee that, as of the effective date of the License, without limiting the generality of the foregoing, (a) no underground tanks are now located or at any time in the past have been located on the Property or any portion



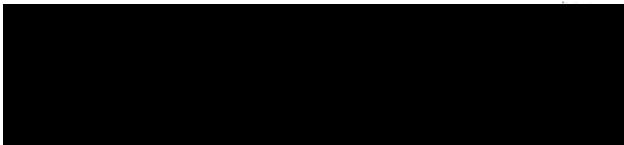
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thereof, (b) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any Law (each, a "Hazardous Material") have been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other Laws (each, an "Environmental Law") that govern the same or are applicable thereto and (c) there are no other substances, materials or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Owner has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

Each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and such other party's Related Persons (each, an "Indemnified Party") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "Claims") suffered or incurred by such Indemnified Party, arising from (a) physical damage to the Indemnified Party's property to the extent caused by the Indemnifying Party or any of its related person, (b) physical injuries or death (including by reason of any hunting on the Property) to or of the Indemnified Party or the public, to the extent caused by the Indemnifying party or any of its Related Person, (c) any breach of any covenant, and any failure to be true of any representation or warranty, made by the Indemnifying Party under this License, (d) the presence or release of Hazardous Materials in, under, on or about the Property, which are or were brought or permitted to be brought onto the Property by the Indemnifying Party or any of its Related Person, or (e) the violation of any Environmental Law by the Indemnifying Party or any of its Related Person; provided, however, that in no event shall the Indemnifying Party be responsible for defending, indemnifying or holding harmless any Indemnified Party to the extent of any Claim caused by, arising from or contributed to by the negligence or willful misconduct of such Indemnified Party. As used herein, the term "Related Person" means any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of a specified Party, or any other person or entity that has obtained or hereafter obtains rights or interests from such party.

14.

15. Licensee shall conduct its operations on Owner's Property in a good and workmanlike manner, taking all possible precautions against damage to Owner's Property and any



Attachment 6.2D - CONFIDENTIAL

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timber or facilities thereon. Licensee shall not dump trash or other waste on Owner's Property.

16. Unless otherwise agreed in writing between the parties, Licensee shall notify and coordinate with Owner's Land Use Administrator and Licensee shall conduct its activities so as not to unreasonably interfere with operations on the Property.

Please indicate your agreement with the above by signing a copy of this Agreement in the space provided below, and returning that signed copy to the above address.

Very truly yours,

EDP Renewables North America, LLC,
a Delaware limited liability company

By: 

Name: Kellen Ingalls

Its: Authorized Representative

Owner makes the foregoing grant of the License and agrees to the terms and conditions set forth above in this Agreement.

