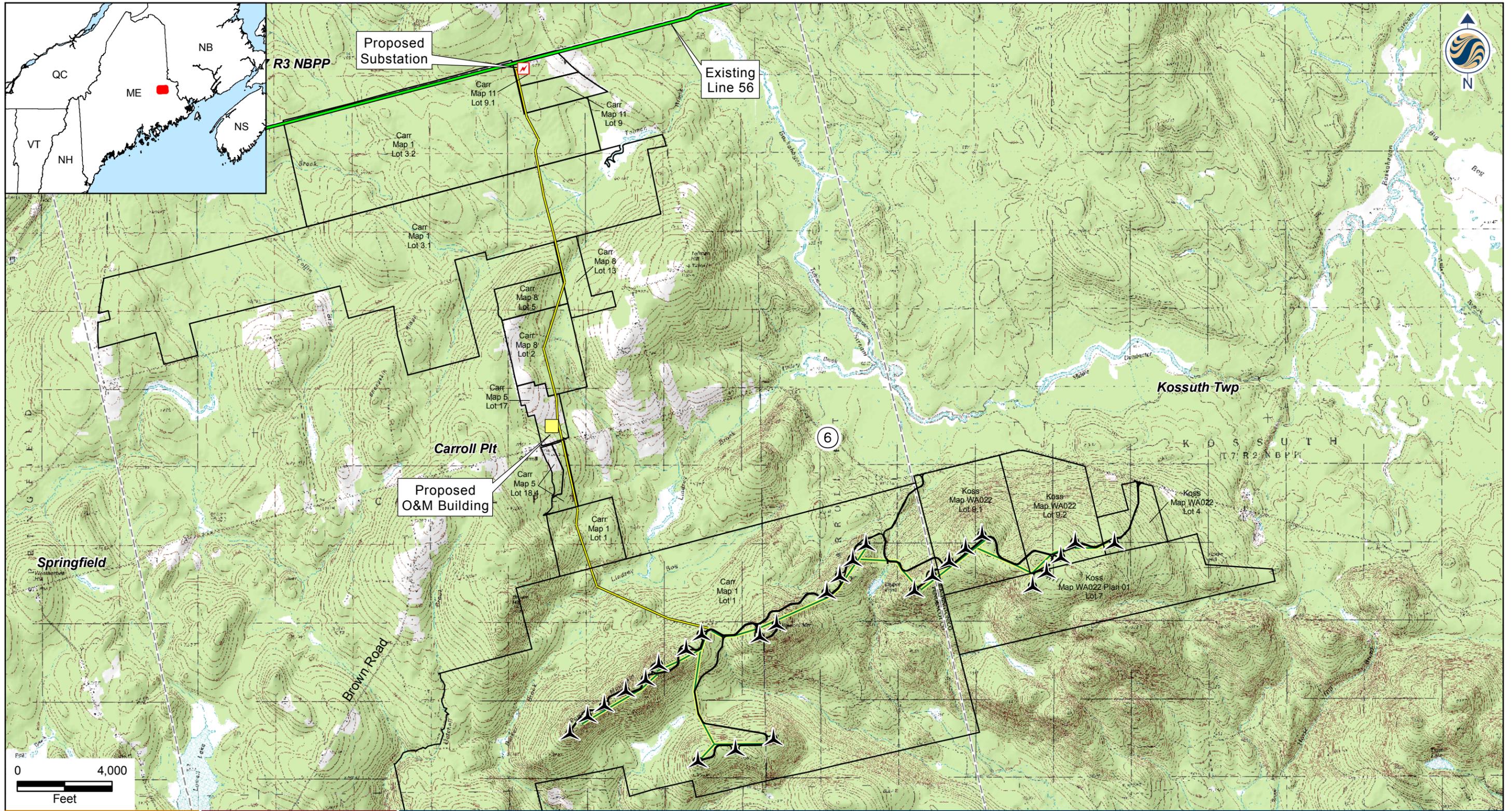


**Exhibit 4A**  
**Lease Agreements**

**Champlain Wind, LLC – Bowers Mountain Project – Right, Title, and Interest**

<b>Township / County</b>	<b>Tax Map &amp; Lot</b>	<b>Current Owner</b>	<b>Champlain Wind, LLC's Interest</b>	<b>Title Information for Champlain Wind, LLC</b>
Carroll Plantation, Penobscot County	Carr. 1-1	Bowers Mountain, LLC	Leasehold	Memorandum of Lease at Book 12152, Page 38
Kossuth Township, Washington County	Koss. 1-9.1; 1-9.2; 1-4	Baskahegan Company	Leasehold	Memorandum of Lease at Book 3666, Page 49
Kossuth Township, Washington County	Koss. 1-7; Koss. 1-23	Lakeville Shores, Inc.	Leasehold	Memorandum of Lease at Book 3659, Page 188
Carroll Plantation, Penobscot County	Carr. 5-18.4	Donald and Deborah Banks	Purchase and Sale Agreement for Fee	Memorandum at Book 12198, Page 311
Carroll Plantation, Penobscot County	Carr. 5-17	Charles Fox	Purchase and Sale Agreement for Fee	Memorandum at Book 12209, Page 95
Carroll Plantation, Penobscot County	Carr. 8-2	Daniel J. Lane	Purchase and Sale Agreement for Easement	Memorandum at Book 12198, Page 310
Carroll Plantation, Penobscot County	Carr. 8-5	Joan W. Lukacik	Purchase and Sale Agreement for Easement	Memorandum at Book 12352, Page 241
Carroll Plantation, Penobscot County	Carr. 8-13	King Brothers Land Enterprise, Inc.	Purchase and Sale Agreement for Fee	Memorandum at Book 12316, Page 322
Carroll Plantation, Penobscot County	Carr. 1-3.1	Hanington Bros., Inc.	Purchase and Sale Agreement for Fee	Memorandum at Book 12321, Page 52
Carroll Plantation, Penobscot County	Carr. 1-3.2	Michael A. Allen	Purchase and Sale Agreement for Fee	Memorandum at Book 12357, Page 253
Carroll Plantation, Penobscot County	Carr. 11-9	Ginger E. Maxwell	Purchase and Sale Agreement for Fee or Easement	Memorandum at Book 12316, Page 320
Carroll Plantation, Penobscot County	Carr. 11-9.1	Herbert C. Haynes, Jr.	Purchase and Sale Agreement for Fee or Easement	Memorandum at Book 12316, Page 321




**Stantec Consulting Services Inc.**  
 30 Park Drive  
 Topsham, ME USA  
 04086  
 Phone (207) 729-1199  
 Fax: (207) 729-2715  
 www.stantec.com

- Legend**
-  **Proposed Turbine Layout**
  -  Express Collector Corridor
  -  Mountain Top Collector Corridor
  -  Proposed Access Road
  -  Project Parcels

**Notes**

Client/Project  
**Bowers Mountain Wind Project**  
 Carroll Pt. and Kossuth TWP, Maine

195600522

Figure No.  
**1**

Title  
**Bowers Project and Parcels**  
 January, 2011

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR  
**BOWERS MOUNTAIN, LLC**  
its successors and assigns  
19 Main Street  
Laurel, MD 20707

LESSEE  
**CHAMPLAIN WIND, LLC**  
c/o First Wind Energy, LLC  
its successors and assigns  
179 Lincoln Street, Suite 500  
Boston, MA 02111

PROPERTY:

That certain lot or parcel of land situated in Carroll Plantation, Penobscot County, Maine, being more particularly described in Exhibit A attached hereto and made a part hereof.

PREMISES:

Lessor leases to Lessee the Property for the purposes described in the Lease. Lessee's leasehold interest includes the right to use and develop a portion of the Property (the "Premises") for the purposes described in the Lease. The Premises shall be surveyed and may be redefined in accordance with the Lease.

TERM OF LEASE:

Lease shall be for an initial term of twenty-five (25) years and shall commence on December 31, 2009.

EXTENSION TERM:

The Lessee shall have the option to renew the Lease for one additional twenty (20) year term.

SALE OR DIVISION OF PROPERTY:

During the Initial Term or any Extension Term, Lessor shall neither sell any portion of the Property, nor divide the Property without providing notice to Lessee. Should the Lessor, at any time during the term of the Lease, decide to sell all or any part of the Property (including any right of way included as part of the Property) to a purchaser other than the Lessee, such sale shall be under and subject to the Lease and the Lessee's rights under the Lease.

NON-INTERFERENCE

Lessor agrees that Lessee shall have the exclusive right to convert all of the wind resources of the Property. Lessor's activities and any grant of rights Lessor makes to any third party, whether located on the Property or elsewhere, shall



**Exhibit A:** Legal Description of Property

## EXHIBIT A

## PARCEL ONE

The land in Carroll, Penobscot County, Maine, described as follows:

The following land situated in the County of Penobscot and State of Maine: Block 5 in the Town of Carroll according to the survey and plan of the east half of said town then known as Township number 6 in the Second Range, north of Bingham's Penobscot purchase made by Joseph L. Kelsey in 1829, containing 160 acres and called the Bowers Lot, conveyed to Ephraim C. Gates by Charles Monroe & James H. Wallace by deed dated October 25, 1854, recorded in the Registry in Book 253, Page 164. ALSO 13 lots in said Town of Carroll containing 160 acres each numbered 2, 3, 4, 18, 19, 31, 32, 33, 34, 47, 48, 62, 63, upon the same plan of Joseph L. Kelsey before mentioned, but EXCEPTING therefrom 5 parcels conveyed or contracted to be conveyed, and now occupied by settlers, containing in the excepted lots 320 acres leaving of the lots described hereby exclusive of the excepted lots in the last mentioned 13 lots 1,760 acres, and the whole of the aforesaid lands described amounting to 1,920 acres. The 320 acres excepted out of the lands herein mentioned in the Town of Carroll consisting of lots in blocks numbered 2, 3, 4, 18 and 19 bounded as follows: beginning at the northwest corner of lot numbered 4 and running by the north line thereof 40 rods; thence south parallel with the west line of said lot 80 rods; thence east parallel with the north line, 160 rods; thence at right angles south 160 rods and continuing the same course to the south line of lot number 18; thence at right angles westerly 100 rods; thence northerly at right angles, 80 rods; thence at right angles westerly 100 rods to the west line of block no. 3; thence northerly by said west line of number 3 and 4, 240 rods to the place of beginning, and a lot bounded as follows: beginning at the northwest corner of block no. 2 and running easterly on the north line of said lot 74 rods; thence at right angles southerly 104 rods; thence at right angles westerly 74 rods to the west line of said block, and thence by said west line northerly 104 rods to the place of beginning.

## PARCEL TWO

Certain lots or parcels of land situated in Carroll in the County of Penobscot and State of Maine: blocks numbered 50, 51, 65 & 66 in said town, being Township numbered 6 in the Second Range of Townships. Said lots containing 844 acres.

## PARCEL THREE

The following lots or parcels of land lying and being in the Town of Carroll, Penobscot County, State of Maine: in block 84, 163 ½ acres; in block numbered 85, 168 acres; in block numbered 94, 148 acres; in block 95, 240 acres; containing in all 719 1/2 acres, more or less.

## PARCEL FOUR

The following lots situated in Carroll in said County of Penobscot: lots numbered 6, 7, 8, 16, 17, 20, 21, 22, 35, 36, 37, 46, 49, 52, 61, 64, 67, 76, 77, 78, 83, and 84, and all right, title, and interest in any other lots in Carroll, said enumerated lots containing 4,455 acres, be the same more or less.

**PARCEL FIVE**

A certain lot of land situated in Carroll, Penobscot County, Maine, known as the John W. Zella place, and being a part of lot numbered 81 bounded and described as follows: beginning at the northwest corner of said lot 81; thence easterly on the north line 80 rods to stake and stones; thence southerly on a line parallel with the west line of said lot 71 rods to town road; thence in a westerly direction by said town road to the west line of said lot; thence northerly by said west line to bounds first begun at, meaning to described 54 acres and 130 rods, more or less. ALSO another parcel of land in said Carroll, known as the Joseph Leighton place, and laying west of Freeman Buck place in said town and being the same premises Jos. F. Leighton mortgaged to James Butterfield, of Springfield, Maine, July 13, 1874 by his deed recorded in the Penobscot Registry of Deeds Book 444, Page 181 to which reference may be had. The above described two parcels of land being the same conveyed to Laura E. Puffer by Elizabeth T. Butterfield et al. By deed dated July 22, 1907, recorded in Penobscot Registry of Deeds, Book 778, Page 39.

**PARCEL SIX**

A certain piece or parcel of land situated in said Carroll, being part of lot numbered 82, bounded as follows: beginning at the southwest corner of said lot; thence running easterly on the south line of said lot 85 rods to a birch tree; thence northerly on a line parallel with the west line of said lot 160 rods to the north line of said lot; thence north on said north line to the northwest corner of said lot; thence south on the west line to point begun at; the same containing 85 acres, more or less. Being the same premises conveyed to Laura E. Puffer by Joseph F. Leighton by deed dated Sept. 21, 1907, recorded in Penobscot Registry of Deeds, Book 777, Page 197.

**PARCEL SEVEN**

A certain tract or parcel of land lying in the Town of Carroll, County of Penobscot, and State of Maine, bounded as follows: beginning at the southeast corner of lot number 94; thence westerly on the south line of said lot 100 rods; thence northerly on a line parallel with the east line of said lot 160 rods to the north line of said lot; thence easterly by said north line of said lot to the northeast corner of said lot 94; thence by the east line of said lot 94 to the place of beginning. Containing 100 acres, more or less. Being the same premises conveyed to Laura E. Puffer by James C. Butterfield by deed dated April 29, 1908, recorded in Penobscot Registry of Deeds, Book 750, Page 265.

**PARCEL EIGHT**

A certain lot or parcel of land situated in Carroll, bounded on the north by land of Chester Young; east by Dead River Company; south by the heirs of Urban Moores; west of John Sellers. Said parcel contains 80 acres and is the west end of Lot 85 according to the lot plan of the Town of Carroll as surveyed by Joseph Kelsey in 1829.

**PARCEL NINE**

The following described real estate situated in Carroll in the County of Penobscot and State of Maine and more particularly described as part of lot 84 according to Plan of the Town of Carroll as surveyed into lots by Joseph Kelsey in 1829, this part of lot acquired from George Ross by Carroll Plantation through tax lien and consisting of 70 acres, more or less. Parcel bounded on the north by land now or formerly of J.W. McLaughlin, on the east by land now or formerly of the Passamaquoddy Land Co.; on the south by land now or formerly of the Passamaquoddy Land Co.; and on the west by land now or formerly of Etta Abbott.

**PARCEL TEN**

Certain lot or parcel of land situated in Carroll in the County of Penobscot and State of Maine, said premises being described as lot number 96 in said Town, containing 250 acres, more or less.

**PARCEL ELEVEN**

A certain piece of parcel of land situated in the south part of the Township of Carroll in said County of Penobscot and State of Maine, being Lot numbered 16 in said Township and more particularly bounded and described as follows: On the north by land of Dead River Company; on the east by land of Dead River Company; on the south by land formerly of the heirs of Samuel Boyce; on the west by the east line of Lot Numbered 1; containing in all 30 acres, more or less, being the former Charles Boyce homestead and the same premises conveyed to Adolphus Moores by Gideon Moores by deed dated September 9, 1903, and recorded in Penobscot County Registry of Deeds in Book 732, Page 438. Being the same premises conveyed to Dead River Company by deed of Sula Moores et al. dated March 25, 1963, recorded in Book 1885, Page 406, Penobscot County Registry of Deeds.

EXCEPTING the premises described in deed from Penobscot Indian Nation to Harbor Land Company dated April 14, 1989 and recorded at the Penobscot County Registry of Deeds in Book 4421, Page 51.

A certain fifty (50) foot wide easement and right of way, in common with I.R. Averill, Inc. to be used by Henry E. Mopherson and Scott Hanington, Trustees of Double H Realty Trust, its successors and assigns, including by way of illustration and not limitation, Champion International Corporation; said easement being over and across land of I. R. Averill, Inc. in Carroll, Penobscot County, Maine and more particularly described as follows: Beginning at an iron pin at the northeast corner of I.R. Averill, Inc. property along the southerly right of way of State Route Six (6) in Carroll Plantation, Penobscot County, Maine; thence southerly five thousand five hundred nineteen (5519) feet, more or less along the I.R. Averill, Inc. easterly property line to the southeasterly corner of I.R. Averill, Inc. land where it abuts the land of the Penobscot Indian Nation; thence westerly fifty (50) feet along the property line of I.R. Averill, Inc. and the Penobscot Indian Nation; thence northerly five thousand five hundred nineteen (5519) feet, more or less, to the southerly right of State Route 6; thence easterly along southerly right of way of Route 6 to the point of beginning.

Also conveying Grantor's right and interest, if any, in the following easements to the extent they are appurtenant to the premises hereby conveyed.

1. Right of way easement given by Helen Clough to the Penobscot Indian Nation dated July 2, 1990, and recorded in said Registry in Book 4679, Page 186;
2. Right of way easement given by Vinegar Hill Lot Owners Association to the Penobscot Indian Nation acknowledged January 18, 1995, and recorded in said Registry in Book 5804, Page 188; being the easement granted by Herbert C. Haynes, Inc. to Vinegar Hill Lot Owners Association dated November 9, 1993, and recorded in said Registry in Book 5480, Page 163; and
3. The right of way easement granted by Herbert C. Haynes, Inc. Champion International Corporation and the Trustees of Double H Realty Trust dated February 9, 1995, recorded in Book 5804, Page 187, being the easement granted by Virginia Hinch Ahern, Personal Representative, to Herbert C. Haynes, Inc. dated March 24, 1989, and recorded in said Registry in Book 4416, Page 214.

Also conveying a right of way for all purposes over a gravel road beginning on the south side of the Brown Road located on Lot 109 then heading in a southerly direction over land owned by Double H Realty Trust to where the road intersects with the Northern Starr Clough boundary line. Then continuing in a southerly direction to where the road intersects with the land of Double H Realty Trust on Lot 96.

Meaning and intending to create a right of way of sixty-six (66) feet in width or thirty-three (33) feet on each side of the centerline of the road, which will provide Northern Starr Clough access over Lot 109 to the Clough land on Lot 108 and 109 and provide Double H Realty Trust a right of way in the same dimension over Clough lands in Lot 108 and 109, being the right of way conveyed by Henry E. McPherson and Scott Hanington, Trustees of the Double H Realty Trust to Helen Clough and Northern Star Clough recorded in Book 6654, Page 128 of said Registry.

Also hereby conveying a 66 foot wide right of way in common with Grantor, Grantor's successors and assigns, over the Moose Road, so-called for all purposes of a way, including all types of travel and utilities, said road extends southerly from the Brown Road, crossing land conveyed by Grantor to Lakeville Shores, Inc. by deed recorded in said Registry in Book 10400, Page 46.

Also conveying the premises conveyed hereby together with the benefit of the Permit to Use Sand and Gravel given by International Paper Company to R. A. Crawford & Son Land and Timber, Inc. recorded in Book 8399, Page 8 of said Registry.

The premises hereby conveyed are conveyed subject to the easement granted by the Penobscot Indian Nation to Harbor Land Company in Book 4421, Page 48 of said Registry.

EXCEPTING AND RESERVING, so much of the premises hereby conveyed described in the following deeds:

- a. Deed from R. A. Crawford & Son Land and Timber, Inc. to Phillip W. Daw and Tracy L. Allen recorded April 1, 2004, in the Penobscot County Registry of Deeds in Book 9260, Page 169;
- b. Deed from Deed from R. A. Crawford & Son Land and Timber, Inc. to Robert Miranda et al. dated April 27, 2004, recorded in the Penobscot County Registry of Deeds in Book 9314, Page 304;
- c. Deed from R. A. Crawford & Son Land and Timber, Inc. to Lakeville Shores, Inc. dated April 24, 2006, recorded in the Penobscot County Registry of Deeds in Book 10400, Page 46.

ALSO EXCEPTING from the premises hereby conveyed the minerals and mineral rights conveyed by International Paper Company to IP Maine Forests L.L.C. by deed dated March 12, 2001, and recorded in said Registry in Book 7625 at Page 94. IP Maine Forest merged with SP Forests L.L.C. by Certificate of Merger dated March 26, 2001 and recorded in said Registry in Book 7638 at Page 115.

Meaning and intending to convey a portion of the premises conveyed by SP Forests L.L.C. to R. A. Crawford & Son Land and Timber, Inc. by deed dated October 2, 2002, and recorded in the Penobscot County Registry of Deeds in Book 8399, Page 3.

~~Maine Real Estate  
Transfer Tax Paid~~

~~PENOBSCOT COUNTY, MAINE~~  
*Susan F. Bulley*  
~~Register of Deeds~~

PENOBSCOT COUNTY, MAINE  
*Susan F. Bulley*  
Register of Deeds

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

**Baskahegan Company**  
70 Blanchard Road  
Cumberland, Maine 04021

LESSEE

**Champlain Wind, LLC**  
c/o First Wind Energy, LLC  
its successors and assigns  
179 Lincoln Street, Suite 500  
Boston, MA 02111

LEASE:

Land Lease Agreement dated April 27, 2010.

PROPERTY:

Certain parcels of land situated in Kossuth Township, Washington County, Maine, shown as Maine Revenue Services Kossuth Township Parcels 01-9.1, 01-9.2, and 01-4, and being more particularly described on Exhibit A attached hereto and made a part hereof.

PREMISES:

Lessor leases to Lessee the Property for the purposes described in the Lease. Lessee's leasehold interest includes the right to use and develop that portion of the Property preliminarily depicted in the map attached hereto as Exhibit B.

TERM OF LEASE:

Lease shall be for an initial term of twenty five (25) years and shall commence on April 27, 2010.

EXTENSION TERM:

The Lessee shall have the option to renew the Lease for one additional twenty (20) year term.

RIGHTS UPON SALE:

Should the Lessor, at any time during the term of the Lease, decide to sell all or any part of the Property to a purchaser other than the Lessee, such sale shall be under and subject to the Lease and the Lessee's rights thereunder, and any sale by the Lessor of the portion of the Property underlying the right-of-way therein granted shall be under and subject to the right of the Lessee in and to such right-of-way.

NON-INTERFERENCE

Lessee shall have the exclusive right to convert all of the wind resources of the Property. Lessor's activities and any

grant of rights Lessor makes to any third party, whether located on the Premises or elsewhere, shall not, now or in the future, interfere in any way with Lessee's exercise of any rights granted under this Agreement. Lessor shall not interfere with the wind speed or wind direction over the Property by engaging in any activity on the Property that might cause a decrease in the output or efficiency of any wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), including any WTGs located on land owned by Lessor adjoining the Premises. Lessor's rights to erect structures on the Premises in compliance with all applicable laws and ordinances shall not be limited except as provided in the Lease. Lessor will neither build nor permit to be built on the Premises any obstruction over one hundred feet (100') in height within one thousand (1000') feet of any WTG, whether located on or off the Premises, unless it first obtains the written consent of Lessee, which consent shall not be unreasonably withheld, conditioned, or delayed.

DATED this 31<sup>st</sup> day of August, 2010.

Baskahegan Company

By: [Signature]  
Name: ROGER M. MILLIKEN, JR.  
Title: CEO

STATE OF Maine  
COUNTY OF: Cumberland

On this 31<sup>st</sup> day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger Milliken, Jr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

**Lisa Stuart**  
**Notary Public**  
**State of Maine**  
My Commission Expires 10/10/10

**Exhibit A**

Legal Description of Property

Certain parcels of land situated in Kossuth Township, Washington County, Maine, shown as Maine Revenue Services Kossuth Township Parcels 01-9.1, 01-9.2, and 01-4, and being more particularly described in the following deeds:

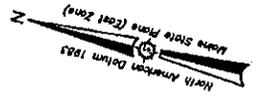
Parcel 01-9.1: Quitclaim Deed with Covenant from Peter and Larry Shay Partnership to Baskahegan Company dated March 17, 1995 and recorded at the Washington County Registry of Deeds in Book 1986, Page 309.

Parcel 01-9.2: Confirmatory Deed from Peter and Larry Shay Partnership dated May 18, 2010 and recorded at the Washington County Registry of Deeds in Book 3635, Page 159.

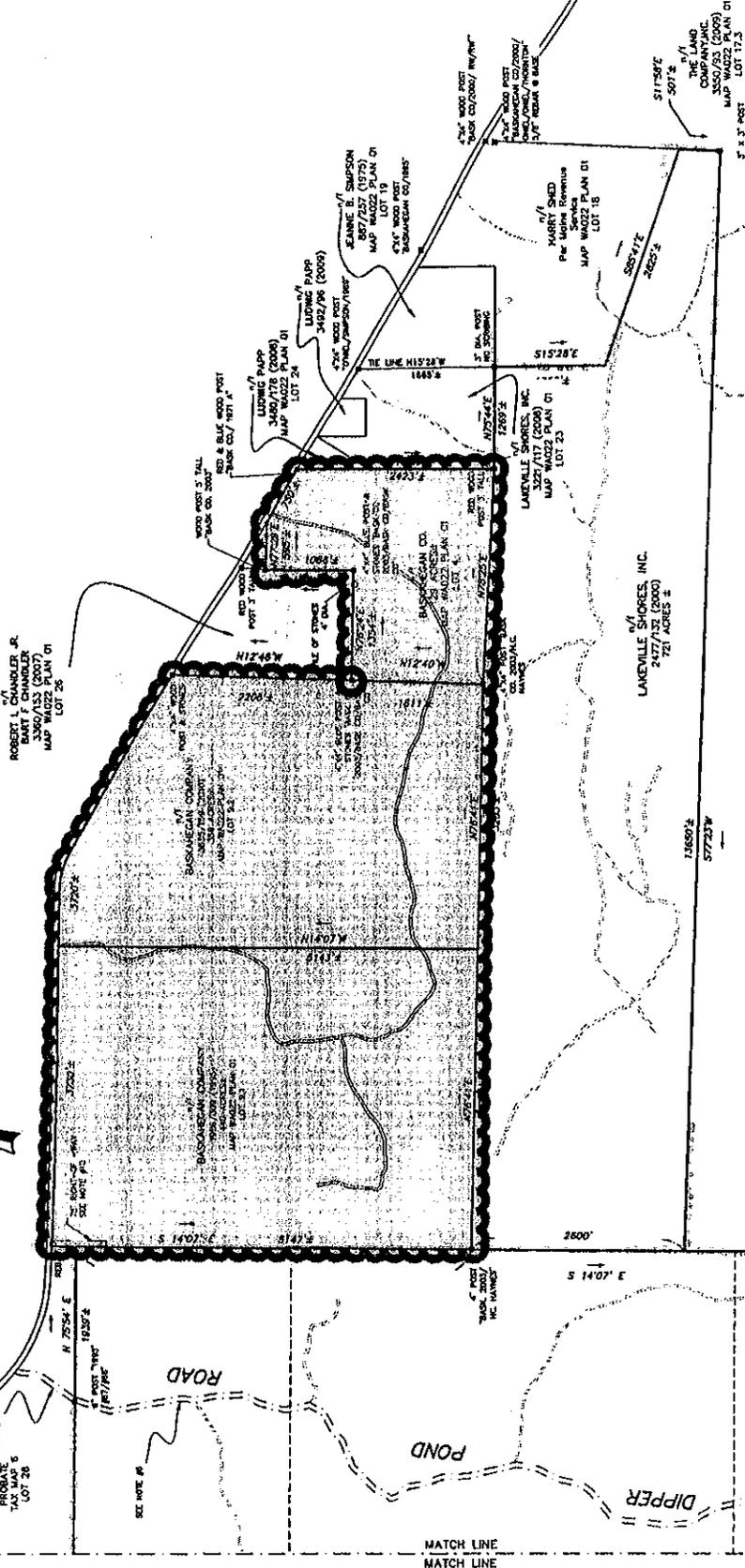
Parcel 01-4: Warranty Deed from Henry H. Putnam to Baskahegan Company dated January 9, 1920 and recorded at the Washington County Registry of Deeds in Book 343, Page 123.

Doc#: 9087  
Bk: 3666 Pg: 52

ROUTE 6



KOSSUTH TOWNSHIP  
WASHINGTON COUNTY  
PENOBSCOT COUNTY  
CARROLL PLANTATION



Received  
Recorded Register of Deeds  
Sep 07, 2010 12:12:30P  
Washington County  
Sharon D. Strout

MATCH LINE  
MATCH LINE

MEMORANDUM OF LEASE

PARTIES TO LEASE:

LESSOR

**Lakeville Shores, Inc.**  
its successors and assigns  
P.O. Box 99  
Winn ME 04495

LESSEE

**Champlain Wind, LLC**  
c/o First Wind Energy, LLC  
its successors and assigns  
179 Lincoln Street, Suite 500  
Boston, MA 02111

PROPERTY:

That certain lot or parcel of land situated in Kossuth Township, Washington County, Maine, shown as Maine Revenue Services **Kossuth Township Parcels 01-7 and 01-23**, and being more particularly described in the deeds referenced on the attached Exhibit A and made a part hereof.

PREMISES:

Lessor leases to Lessee the Property for the purposes described in the Lease. Lessee's leasehold interest includes the right to use and develop that portion of the Property preliminarily depicted in the map attached hereto as Exhibit B (the "Premises") for the purposes described in the Lease. The Premises shall be surveyed and may be redefined in accordance with the Lease.

TERM OF LEASE:

Lease shall be for an initial term of twenty seven (27) years and shall commence on **JULY 21, 2010**.

EXTENSION TERM:

The Lessee shall have the option to renew the Lease for one additional twenty (20) year term.

SALE OR DIVISION OF  
PROPERTY:

During the term of the Lease, Lessor shall neither 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, the rules and standards of the Maine Land Use Commission, the ordinances of the municipality where the Property is located or any other applicable statute, law, ordinance, by-law or rule, without the prior written consent of Lessee in each instance. Should

the Lessor, at any time during the term of the Lease, decide to sell all or any part of the Property to a purchaser other than the Lessee, such sale shall be under and subject to the Lease and the Lessee's rights under the Lease.

#### NON-INTERFERENCE

The primary purpose for which the Premises have been leased is for a wind power project, including but not limited to designing, constructing, maintaining and operating wind turbine generators and towers and related equipment, including anemometry equipment, facilities, infrastructure and substructures, including electrical energy measuring and related equipment ("WTGs"), towers, transmission and interconnection facilities and uses incidental thereto and all necessary appurtenances and the installation of anemometers. Lessee shall have the exclusive right to convert all of the wind resources of the Property. Lessor's activities and any grant of rights Lessor makes to any third party, whether located on the Property or elsewhere, shall not, now or in the future, interfere in any way with Lessee's exercise of any rights granted under the Lease. Lessor shall not interfere with the wind speed or wind direction over the Property by engaging in any activity on the Property that might cause a decrease in the output or efficiency of any WTG, including any WTGs located on land adjoining the Property. Lessor must consult with and obtain Lessee's prior written approval as to the location of all structures measuring in height greater than one quarter of the WTG tower height, and within a radius of 20 rotor diameters from any WTG, whether located on or off the Property.

#### EASEMENT RIGHTS TO USE MOOSE ROAD

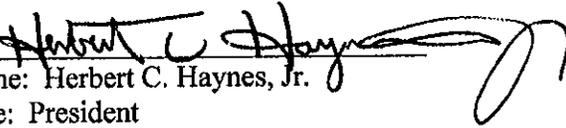
The parties hereby acknowledge and agree that:

(a) the Property is bounded on the west by land of Bowers Mountain, LLC in Carroll Plantation, Penobscot County, Maine (the "Bowers Mountain Property"); (b) the Bowers Mountain Property is benefitted by an appurtenant 66-foot wide right of way over the so-called Moose Road, for all purposes of a way including all types of travel and utilities, as said road extends southerly from the Brown Road, crossing other lands of Lessor (in Carroll Plantation) to the Bowers Mountain Property, as reserved by deed dated April 24, 2006 and recorded at the Penobscot County registry of Deeds in Book 10400, Page 46; (c) Lessee is leasing the Bowers Mountain Property, including said wide right of way over the Moose Road, for purposes related to its proposed wind power project, with a Memorandum of Lease having been recorded at said Registry in

Book 12152, Page 38; and (d) in connection with its lease of the Bowers Mountain Property or any portion thereof, Lessee shall have full rights to use said 66-foot wide right of way over Moose Road, including for transportation of heavy equipment by crane, large truck, motor vehicle or as otherwise determined by Lessee, and to maintain or improve the roadway within said 66-foot wide right of way as may be necessary or convenient to Lessee for such purposes.

DATED this 15th day of July, 2010.

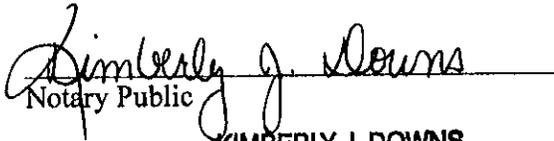
LESSOR: Lakeville Shores, Inc.

By:   
Name: Herbert C. Haynes, Jr.  
Title: President

STATE OF MAINE

COUNTY OF PENOBSCOT ss.

On this 15th day of JULY, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared HERBERT C. HAYNES, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his, signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

KIMBERLY J. DOWNS  
MY COMMISSION EXPIRES JULY 9, 2014

**SEAL**

**Exhibit A**

Deeds of Property

**Kossuth Parcel 1-7**

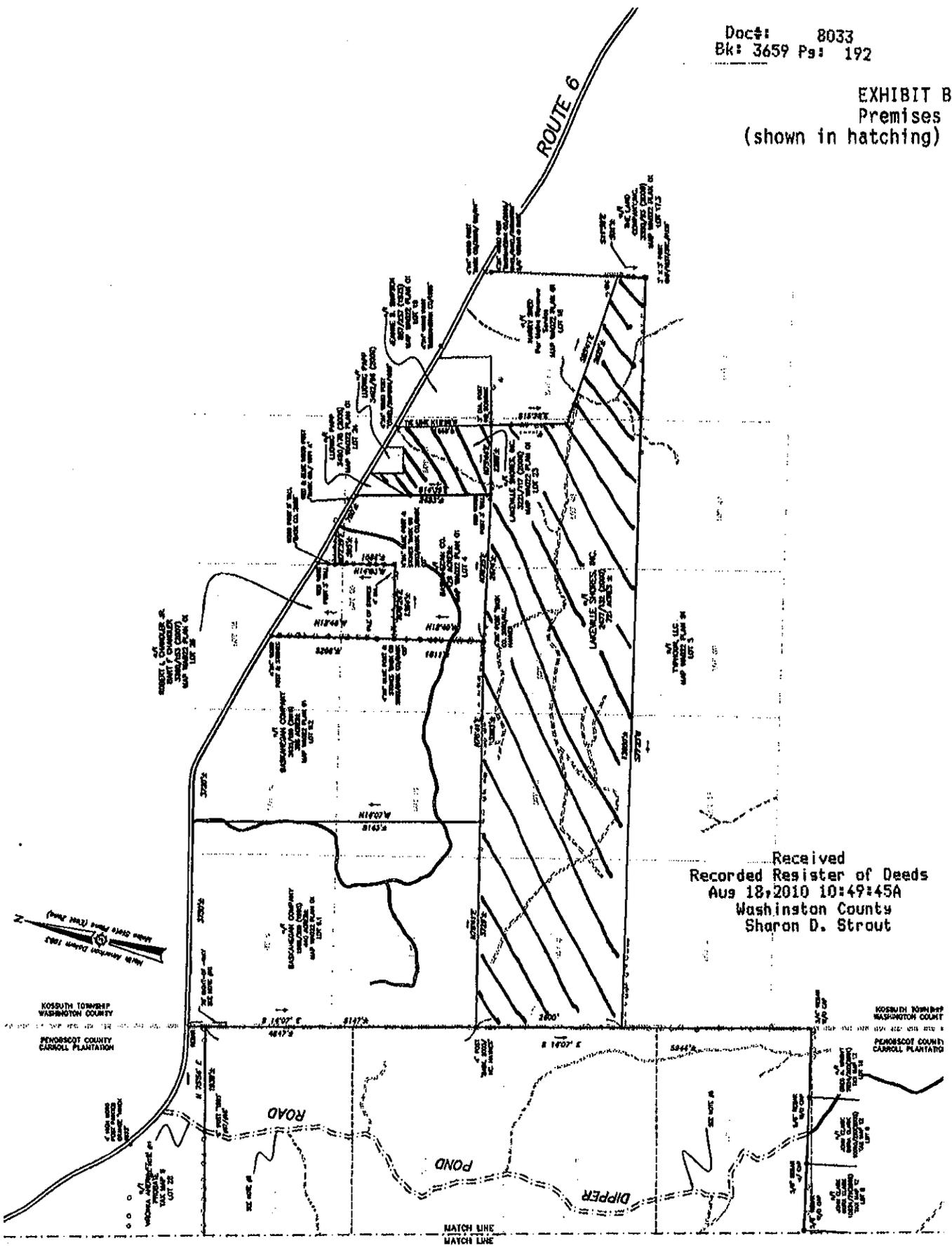
Deed from Wagner Timber Partners to Lakeville Shores, Inc. recorded at the Washington County Registry of Deeds on December 4, 2000 in Book 2477, Page 132.

Deed from Herbert C. Haynes, Inc. to Lakeville Shores, Inc. recorded at the Washington County Registry of Deeds on May 29, 1998 in Book 2246, Page 346.

**Kossuth Parcel 1-23**

Deed from Herbert C. Haynes, Inc. to Lakeville Shores, Inc. recorded at the Washington County Registry of Deeds on November 28, 2006 in Book 3221, Page 117.

EXHIBIT B  
Premises  
(shown in hatching)



Received  
Recorded Register of Deeds  
Aug 18, 2010 10:49:45A  
Washington County  
Sharon D. Strout

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: DONALD BANKS and DEBORAH BANKS having a mailing address of 65 Walnut Road, Wrentham, Massachusetts

Buyer: CHAMPLAIN WIND, LLC having a mailing address of C/O First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111

I. Description of Premises and Interests subject to Purchase and Sale Agreement:

Premises located in Carroll Plantation, Penobscot County, being the same premises conveyed by Mary B. Gregor Trustee of Meadows and Mountains Trust by deed dated August 31, 1994 recorded in the Penobscot County Registry of Deeds in Book 5711, Page 133:

II. Date of Purchase and Sale Agreement: June 17, 2010

III. Date of Closing: June 17, 2010<sup>3</sup> or such earlier date as purchaser may designate.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this 17 day of June, 2010.

SELLERS:

WITNESS:

Sallie J Sakash  
Sallie J Sakash

Donald Banks  
Donald Banks  
Deborah Banks  
Deborah Banks

State of Maine  
County of Penobscot Cumberland June 17, 2010

Then personally appeared the above-named Donald Banks and Deborah Banks and acknowledged the foregoing instrument to be their free act and deed.

Before me,  
Sallie J Sakash  
Notary Public

SALLIE J. SAKASH  
Notary Public, State of Maine  
My Commission Expires  
May 13, 2016

WITNESS:

Kathryn P. Bein

PURCHASER:  
CHAMPLAIN WIND, LLC  
By: Elizabeth Weir  
Name: Elizabeth Weir  
Its: Assistant Secretary

Commonwealth of Massachusetts  
County of Suffolk

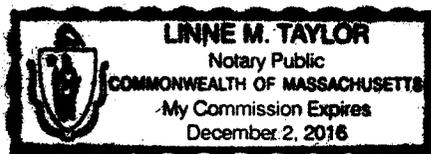
Then personally appeared the above-named Elizabeth Weir in his/her capacity as Assistant Secretary of Champlain Wind, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of Champlain Wind, LLC.

Before me,  
Linne M. Taylor  
Notary Public

\* Maine Wind Holdings, LLC, which is the Member of



PENOBSCOT COUNTY, MAINE  
Susan F. Bulley  
Register of Deeds





MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: DANIEL J. LANE having a mailing address of 221 Water Street, Gardiner, Maine 04345

Buyer: CHAMPLAIN WIND, LLC having a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston Massachusetts 02111

I. Description of Premises and Interests subject to Purchase and Sale Agreement:

Easements on and across certain property located in Carroll Plantation Penobscot County, Maine conveyed to the Seller from Albert A. Yates by deeds dated September 19, 1990 recorded in the Penobscot County registry of deeds in Book 4732 Page 21 and Book 4766 Page 138.

II. Date of Purchase and Sale Agreement: May 27, 2010

III. Date of Closing: on or before May 27, 2015 or such date as purchaser may designate.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this 27 day of May, 2010.

WITNESS:

SELLER:  
DANIEL J. LANE

By: Daniel J. Lane \*  
Name: DANIEL J. LANE  
Its: \_\_\_\_\_

State of Maine  
County of Kennebec

May 27, 2010

Then personally appeared the above-named Daniel J. Lane and acknowledged the foregoing instrument to be his free act and deed.

Before me,

William A. LaBelle, Jr.  
Notary Public  
My Commission Expires 8-8-16

William A. LaBelle, Jr.  
Notary Public • State of Maine  
My Commission Expires 8-8-16

WITNESS:

PURCHASER:  
CHAMPLAIN WIND, LLC  
By: Maine Wind Holdings, LLC its Member  
By: Elizabeth Weir  
Name: Elizabeth Weir  
Its: Assistant Secretary

Kathryn Bels

Commonwealth of Massachusetts  
County of Suffolk

June 14, 2010

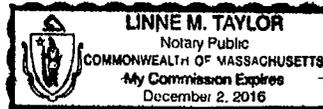
Assistant Then personally appeared the above-named Elizabeth Weir in his/her capacity as Secretary of Maine Wind Holdings LLC, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of \_\_\_\_\_, LLC.

Before me,

Linne M. Taylor  
Notary Public



\* which is the Member of Champlain Wind, LLC



PENOBSCOT COUNTY, MAINE

Susan F. Bulley  
Register of Deeds

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: **JOAN W. LUKACIK**  
223 Danforth Road  
Carroll Plantation, Maine 04487

Buyer: **CHAMPLAIN WIND, LLC.**  
C/O First Wind Energy, LLC  
179 Lincoln Street, Suite 500  
Boston, Massachusetts 02111

I. Description of Premises and Interests subject to Purchase and Sale Agreement:

Easements on and across land located in Carroll Plantation, Penobscot County, Maine; being a portion of the premises conveyed to the Seller from Hadley S. Moores by deed dated October 14, 1988 recorded in the Penobscot County Registry of Deeds in Book 4329, Page; 179;

II. Date of Purchase and Sale Agreement: ~~November 18<sup>th</sup>~~ <sup>December</sup> 18<sup>th</sup>, 2010

III. Date of Closing: November 17<sup>th</sup>, 2013 or such earlier date as purchaser may designate.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this ~~18<sup>th</sup>~~ <sup>December</sup> day of ~~November~~, 2010.

SELLER: JOAN W. LUKACIK

*Joan Lukacik*

State of Maine  
County of Penobscot ss:

November 18, 2010

Then personally appeared the above-named Joan W. Lukacik and acknowledged the foregoing instrument to be her free act and deed.

Before me,

*William A. LaBelle, Jr.*  
Notary Public

William A. LaBelle, Jr.  
Notary Public • State of Maine  
My Commission Expires 8-8-16

PURCHASER: CHAMPLAIN WIND, LLC.  
~~By Champlain Wind Holdings, LLC, its member~~

By: *EW*  
Name: Elizabeth Weir  
Its: Assistant Secretary

Commonwealth of Massachusetts  
County of Suffolk

December 13, 2010

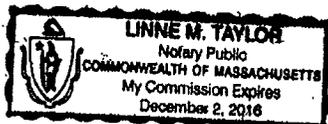
Then personally appeared the above-named Elizabeth Weir in his her capacity as Assistant Secretary of Champlain Wind, LLC and acknowledged the foregoing instrument to be his her free act and deed in said capacity and the free act and deed of Champlain Wind, LLC.

\*Maine Wind Holdings, LLC, the member of

Before me,  
*Linne M. Taylor*  
Notary Public



PENOBSCOT COUNTY, MAINE  
*Susan F. Bulley*  
Register of Deeds



MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: KING BROTHERS LAND ENTERPRISE, INC. having a mailing address of Box 458,  
West Enfield, Maine 04493

Buyer: CHAMPLAIN WIND, LLC having a mailing address of C/O First Wind Energy, LLC,  
179 Lincoln Street, Suite 500, Boston, Massachusetts 02111

- I. Description of Premises and Interests subject to Purchase and Sale Agreement:  
Premises located in Carroll Plantation, Penobscot County, being a portion of the premises conveyed by Phillip B. King by deed dated February 15, 1993 recorded in the Penobscot County Registry of Deeds in Book 5281, Page 113:
- II. Date of Purchase and Sale Agreement: August 12, 2010
- III. Date of Closing: July 29, 2013 or such earlier date as purchaser may designate.
- IV. Seller shall not, without prior written consent of Purchaser: (i) grant or convey any easement, lease, license, permit, lien or any other legal or beneficial interest in or to or encumbering the Land; or (ii) divide Seller's Property (of which the Land is a part), whether by platting of the property for immediate or future sale, or by sale of land or by leasing of any other portion of the property.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this 29 day of July, 2010.

WITNESS:

SELLERS: KING BROTHERS LAND ENTERPRISE, INC.

Print Name:

By: Carroll D. King  
Name: Carroll D King  
Its: Father

State of Maine

County of Penobscot

July 29, 2010

Then personally appeared the above-named Carroll D. King and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of King Brothers Land Enterprise, Inc.

Before me,

TAMMY ASHER  
Notary Public - State of Maine  
My Commission Expires September 3, 2011

Tammy Asher  
Notary Public



WITNESS:

PURCHASER: CHAMPLAIN WIND, LLC

By: Paul Gagnier, its member

By: Paul Gagnier  
Name: Paul Gagnier  
Its: President

Kathryn Ellis

Commonwealth of Massachusetts  
County of Suffolk

August 12, 2010

Then personally appeared the above-named Paul Gagnier in his/her capacity as President of Champlain Wind, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of Champlain Wind, LLC.

Before me,

Champlain Wind Holdings, LLC  
The member of

Linne M. Taylor  
Notary Public

PENOBSCOT COUNTY, MAINE  
Susan F. Bailey  
Register of Deeds

LINNE M. TAYLOR  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
December 2, 2016



TO  
PURCHASE & SALE AGREEMENT  
HANINGTON BROS., INC. to CHAMPLAIN WIND, LLC

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: HANINGTON BROS., INC. having a mailing address of 488 US Route 2, Macwahoc, Maine 04451

Buyer: CHAMPLAIN WIND, LLC having a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111

I. Description of Premises and Interests subject to Purchase and Sale Agreement:

Premises located in Carroll Plantation, Penobscot County, Maine, being the same premises conveyed by Stead Timberlands, LLC to Seller by deed dated February 21, 2003 and recorded in the Penobscot County Registry of Deeds in Book 8600 Page 148.

II. Date of Purchase and Sale Agreement:

~~Oct 25~~ <sup>November 15th</sup>, 2010.

III. Date of Closing:

~~Oct 25~~ <sup>November 15</sup>, 2012, or such earlier date as Purchaser may designate.

IV. During the term of the Purchase and Sale Agreement, Seller shall not, without the prior written consent of Purchaser: (i) grant or convey any easement, lease, license, permit, lien or any other legal or beneficial interest in or to or encumbering the Land; or (ii) divide Seller's Property, whether by platting of the Seller's Property for immediate or future sale, or by sale of land or by leasing of any other portion of the Seller's Property.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this ~~25th~~ <sup>15th</sup> day of ~~October~~ <sup>November</sup>, 2010.

WITNESS: SELLER: HANINGTON BROS., INC.

By: Stephen Hanington  
Name: STEPHEN HANINGTON  
Its: President

State of Maine

County of Penobscot

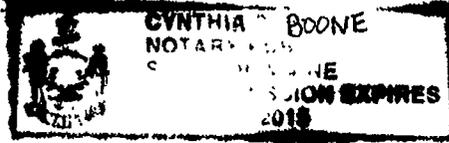
Oct 25, 2010

Then personally appeared the above-named Stephen Hanington in his/her capacity as owner 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,

Cynthia Boone  
Notary Public



WITNESS:

PURCHASER: CHAMPLAIN WIND, LLC  
By: Maine Wind Holdings, LLC, its Member

Kathryn Blin

By: Edwin  
Name: Elizabeth Weir  
Its: Assistant Secretary

Commonwealth of Massachusetts

County of Suffolk

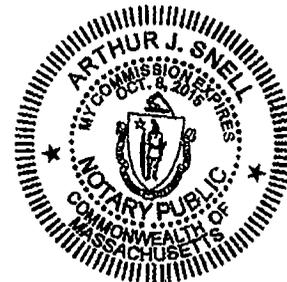
November 15, 2010

<sup>Assistant</sup> Then personally appeared the above-named Elizabeth Weir in his/her capacity as Secretary of Champlain Wind, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of Champlain Wind, LLC.

Before me,

[Signature]  
Notary Public

the Maine Wind Holdings, LLC, its Member of



PENOBSCOT COUNTY MAINE

Susan F. Bulley  
Register of Deeds

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: **Michael Allen**, with a mailing address of P.O. Box 199, Jamestown, RI 02835,

Buyer: **CHAMPLAIN WIND, LLC** having a mailing address of C/O First Wind Energy, LLC,  
179 Lincoln Street, Suite 500, Boston, Massachusetts 02111

Description of Premises and Interests subject to Purchase and Sale Agreement:

A certain lot or parcel of land lying on the southeasterly side of a parcel of land described in a deed from the Estate of J. Robert Hudson to Michael Allen, recorded in the Penobscot County Registry of Deeds in Book 12126 Page 140; in the Town of Carroll County of Penobscot, State of Maine, bounded and described as follows: Beginning at an iron rod at the southwesterly corner of land of Ginger Maxwell, described in a deed recorded in the Penobscot County Registry of Deeds in Book 10314 page 240; thence on a grid north bearing, State of Maine coordinates, east zone, NAD 1983 and by the southerly line of said Maxwell, being a spotted and painted line, North 76 deg. 00' 14" East 2779 feet, more or less, to the northwesterly corner of land of H.C. Haynes, Book 3383 Page 91; thence by the westerly line of Haynes and by the westerly line of Varnum Nickles, Book 2195 Page 606, being a spotted and painted line, South 13 deg. 05' 15" East 2313 feet, more or less, to a wood post at the northeasterly corner of land, now or formerly of Hanington Brothers, Inc.; thence by the northerly line of said Hanington, being a spotted and painted line, South 76 deg. 02' 57" West 2805 feet, more or less; thence North 12 deg. 27' West 2311 feet, more or less, to the point of beginning. Containing 148 acres, more or less.

Being a portion of the premises described in the deed from the Estate of J. Robert Hudson to Michael Allen, recorded in Book 12126 Page 140

Date of Purchase and Sale Agreement: September 7, 2010

Date of Closing: September 7, 2011 or such earlier date as purchaser may designate.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this 7<sup>th</sup> day of December, 2010.

WITNESS:

*[Handwritten signature]*

SELLER:

*[Handwritten signature]*  
Michael Allen

**FIRMA**

RCPN e Tabelaçãõ do 2º Distrito de Maricá  
Av Central, Lote 3, U 117, Lj 03, Cordeirinho - RJ - (0xx21)2648-2857  
Reconheço por semelhança a(s) firma(s) de MICHAEL AUSTIN ALLEN, \*\*\*\*\*  
\*\*\*\*\* e dou fé. Em Teste  
Maricá-RJ, 07 de dezembro de 2010. Cód.: 00021022-05

Poor Original At  
Time of Recording

Rafaelly de Moura Prado Elizeu-Escrevente  
"Valido somente com selo de fiscalizaçãõ" Qtd 1 Total R\$: 4,97



CARTÓRIO DO RCPN E NOTAS DO  
2º DISTRITO DE MARICÁ / RJ  
Rafaelly de Moura Prado Elizeu  
CPF 058.783.247-92  
Escrevente

12

MARICA, RJ, BRASIN (M.A.A.)

State of ~~Maine~~  
County of ~~Penobscot~~

7<sup>th</sup> December, 2010

Then personally appeared the above-named Michael Allen and acknowledged the foregoing instrument to be his free act and deed.  
Before me,



WITNESS:

PURCHASER:

CHAMPLAIN WIND, LLC  
By: Maine Wind Holdings, LLC, its member

K. Ellis

By: Elizabeth Weir  
Name: Elizabeth Weir  
Its: Assistant Secretary

Commonwealth of Massachusetts  
County of Suffolk

December 20, 2010  
Assistant

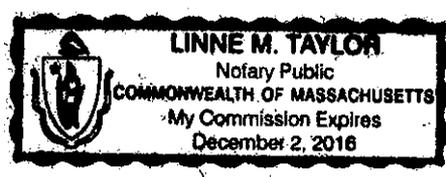
Then personally appeared the above-named Elizabeth Weir in her capacity as Secretary of Champlain Wind, LLC and acknowledged the foregoing instrument to be her free act and deed in said capacity and the free act and deed of Champlain Wind, LLC.

\*Maine Wind Holdings, LLC, the member of

Before me,  
Linne M. Taylor  
Notary Public



Poor Original At  
Time of Recording



PENOBSCOT COUNTY, MAINE  
Susan F. Bulley  
Register of Deeds

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: GINGER E. MAXWELL, with a mailing address of P.O. Box 96, Winn, Maine 04495

Buyer: CHAMPLAIN WIND, LLC, with a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111

I. Description of Premises and Interests subject to Purchase and Sale Agreement:

Easements on and across lands in Carroll Plantation, Penobscot County, Maine, being a portion of the premises conveyed by Lakeville Shores, Inc. to Seller by deed dated February 15, 2006 and recorded in the Penobscot County Registry of Deeds in Book 10314 Page 240.

II. Date of Purchase and Sale Agreement: September 27, 2010.

III. Date of Closing: August 27, 2013, or such earlier date as Purchaser may designate.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this 31st day of Aug, 2010. \*

WITNESS:

\_\_\_\_\_

SELLER:

Ginger E Maxwell  
GINGER E. MAXWELL

State of Maine  
County of Penobscot

x August 31, 2010

Then personally appeared the above-named Ginger E. Maxwell and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Kimberly J. Downs  
Notary Public  
KIMBERLY J. DOWNS

MY COMMISSION EXPIRES JULY 9, 2014

PURCHASER: CHAMPLAIN WIND, LLC

By: Maine Wind Holdings, LLC

WITNESS:

Kathleen B. Bels

By: E. Weir  
Name: Elizabeth Weir  
Its: Assistant Secretary



Commonwealth of Massachusetts  
County of Suffolk

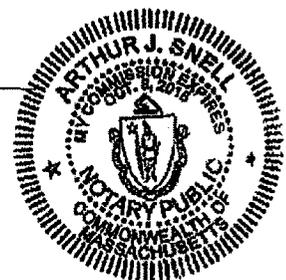
September 27, 2010

Then personally appeared the above-named Elizabeth Weir in his/her capacity as Secretary of \*Maine Wind Holdings, LLC, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of \*Maine Wind Holdings, LLC, LLC.

\*Maine Wind Holdings, LLC, the Member of Champlain Wind, LLC

Before me,

Arthur J. Snell  
Notary Public



PENOBSCOT COUNTY, MAINE

Susan F. Beal  
Register of Deeds

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

Seller: HERBERT C. HAYNES, JR. having a mailing address of P.O. Box 96, Winn, Maine 04495

Buyer: CHAMPLAIN WIND, LLC having a mailing address of c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111

I. Description of Premises and Interests subject to Purchase and Sale Agreement:

Being the premises conveyed by Lakeville Shores, Inc. to the Seller by deed dated February 15, 2006 and recorded in the Penobscot County Registry of Deeds in Book 10314 Page 238;

II. Date of Purchase and Sale Agreement: September 27 2010.

III. Date of Closing: August 27, 2013, or such earlier date as Purchaser may designate.

In witness whereof, the parties to the Purchase and Sale Agreement have caused this Memorandum to be executed this 27 day of August, 2010.

WITNESS:

\_\_\_\_\_

SELLER:

Herbert C. Haynes Jr  
HERBERT C. HAYNES, JR.

State of Maine  
County of Penobscot

Aug. 27, 2010

Then personally appeared the above-named Herbert C. Haynes, Jr. and acknowledged the foregoing instrument to be his free act and deed.

Before me,

W. Peter Libhart, Jr.  
Notary Public w. Peter Libhart, Jr.  
My Commission expires 12-10-16

WITNESS:

Kathryn B. Blair

PURCHASER: CHAMPLAIN WIND, LLC  
By: Maine Wind Holdings, LLC

By: E. Weir  
Name: Elizabeth Weir  
Its: Assistant Secretary

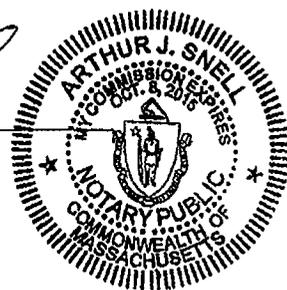
Commonwealth of Massachusetts  
County of Suffolk

September 29, 2010

Then personally appeared the above-named Elizabeth Weir in his<sup>er</sup> capacity as Assistant Secretary of Champlain Wind, LLC and acknowledged the foregoing instrument to be his<sup>er</sup> free act and deed in said capacity and the free act and deed of Champlain Wind, LLC.

← Maine Wind Holdings, LLC, the Member of

Before me,  
[Signature]  
Notary Public



PENOBSCOT COUNTY, MAINE  
[Signature]  
Register of Deeds