

OPTION FOR EASEMENT AGREEMENT

This Agreement is made as of the 21st day of December, 2006, by and between GREEN MOUNTAIN POWER CORPORATION, a Vermont corporation ("GMP"), and DEERFIELD WIND, LLC, a Delaware limited liability company ("Deerfield Wind").

WITNESSETH:

WHEREAS, GMP owns and operates the a wind power facility known as the Searsburg Wind Power Facility (the "Facility") in Searsburg, Vermont; and

WHEREAS, GMP has acquired certain real property located in Searsburg, Vermont, from the Estate of Waldo C. Holden, Jr. (the "Property"); and

WHEREAS, Deerfield Wind is seeking to build its own wind power facility (the "Deerfield Project") on federal land and will require certain easements over the Property for the purpose of: (i) accessing the Deerfield Project and the existing power substation located on the Property and (ii) for the location of transmission lines on the Property related to the Deerfield Project; and

WHEREAS, GMP is willing to grant to Deerfield Wind an option to acquire the necessary easements, upon the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Option to Acquire Easements - GMP hereby grants to Deerfield Wind an option to acquire the following easements over the Property related to Deerfield Wind's proposed construction and operation of the Deerfield Project (the "Easements"):

- (a) Easement(s) along GMP's existing road (as shown in Exhibit A attached hereto and made a part hereof) for any reasonably necessary vehicular and pedestrian access to the so-called Eastern Expansion Area of the Deerfield site;
- (b) Easement(s) for vehicular and pedestrian access across the Property as necessary, for access to the so-called Western Expansion Area of the Deerfield site;
- (c) Easement(s) for the transportation of equipment across the Property for construction of the Project;
- (d) Easement for the construction, maintenance, repair and replacement of a power line along GMP's existing private road and any attachments to said power line; and
- (e) Easement for access for the installation, maintenance, repair, replacement and operation of equipment of Deerfield Wind to be located at or near the existing GMP Sleepy Hollow substation.

- (f) Easement for access to the Eastern and Western Expansion Areas for the maintenance, repair, replacement and operation of the Deerfield Project after construction.

The Eastern Expansion Area and Western Expansion Area are each as shown on Exhibit A. Each Easement shall be non-exclusive as to site access. The Easements granted pursuant to subsections (c) and (d) shall terminate upon completion of construction and commercial operation of the Deerfield Project. All other Easements shall terminate ninety (90) days after the expiration or prior termination of the Special Use Authorization issued by the United States Forest Service ("USFS") for the Deerfield Project. The foregoing notwithstanding, if Deerfield Wind does not complete the construction of at least one wind turbine on the property covered by said Special Use Authorization within three (3) years after the date on which Deerfield Wind completes its acquisition of the Easements, then GMP shall have the right to terminate all Easements so granted by written notice of such termination to Deerfield Wind and such termination shall be effective ninety (90) days after notice.

2. Use of Easements and Compensation for Lost Energy Production - Deerfield Wind agrees it will neither locate nor use the Easements during periods of normal operations in a manner that will interfere in any material respect with GMP's operation of the Facility. During construction and such other periods when it is necessary for Deerfield Wind to transport large equipment over the Easements, Deerfield Wind will take reasonable measures, coordinated with GMP, to minimize potential disruption to the operation of the Facility. Deerfield Wind will not take action reasonably likely to disrupt operation of the Facility without first notifying GMP of the proposed action and scheduling such action for a time reasonably acceptable to GMP, as acknowledged in writing by GMP. To the extent any disruptions result in lost energy production from the Facility, Deerfield Wind will reimburse GMP for this loss at the then-current market value of the energy and the capacity had such lost energy been produced. The amount of the lost production will be determined from the relationship between the hourly average wind speeds measured at the Facility's central anemometer (Station known as 716) and the hourly average net energy produced by the Facility using hourly averages over the twelve (12) months preceding the outage.

3. Exercise of Option - Deerfield Wind may exercise its option to acquire the Easements by giving GMP not less than thirty (30) days but no more than one hundred eighty (180) days prior written notice of its intent to acquire the Easements (the "Option Notice"). Deerfield Wind's Option Notice shall identify the nature and location of the Easements. To the extent commercially reasonable, all Easements will be located along existing roads and transmission corridors, as applicable.

4. Property for Mitigation - (a) Deerfield Wind and GMP acknowledge that construction of the Deerfield Project may require the transfer of real property to the USFS or a third party designated by the USFS or Vermont Public Service Board for the purpose of mitigating impacts of the construction and operation of the Deerfield Project. At Deerfield Wind's request, GMP agrees to convey via quitclaim deed or by conservation easement or a similar instrument reasonably satisfactory in form to GMP to the USFS or such other third party portions of the

Property (up to 49.5 acres maximum) not necessary or in GMP's opinion not materially advantageous for the operation of the Facility (the "Mitigation Property"). The choice of whether such conveyance shall be by quitclaim deed or by conservation easement or similar instrument shall be GMP's, in its sole discretion. Such conveyance shall be for the sole purpose of mitigating the impacts of the wind turbine construction on the Eastern Expansion Area and/or the Western Expansion Area. As part of any such transfer, Deerfield Wind and GMP shall waive their respective rights to develop the Mitigation Property for any purpose. Deerfield Wind shall keep GMP informed about its discussions with the USFS or the Vermont Public Service Board pertaining to the transfer of any portion(s) of the Property for mitigation purposes and Deerfield Wind shall not agree to any such transfer without the prior written consent of GMP, such consent not to be unreasonably withheld, conditioned or delayed. Any such consent shall be subject to the condition that GMP shall be under no obligation to transfer the Mitigation Property without first complying with all applicable requirements of the Indenture of First Mortgage and Deed of Trust dated as of February 1, 1955, by and between GMP and Chase National Bank of the City of New York, as amended (the "Indenture"), including the requirement that GMP obtain a release of the lien of the Indenture with respect to the Mitigation Property prior to transferring the Mitigation Property. GMP, at its sole expense, shall have the right to seek and rely upon the opinion of its legal counsel with respect to the applicable requirements of the Indenture. Unless otherwise required by the USFS or under a condition of a Certificate of Public Good issued by the Vermont Public Service Board, GMP, with the consent of Deerfield, which consent shall not be unreasonably denied, conditioned or delayed, shall have the right to designate which portion(s) of the Property will be conveyed as the Mitigation Property. GMP will be responsible for obtaining all permits, surveys and the like required to transfer the Mitigation Property as contemplated by this section; provided that Deerfield Wind shall reimburse GMP for all costs reasonably incurred to obtain said permits, surveys and the like including reasonable attorney's fees. Regardless of whether GMP conveys the Mitigation Property directly to the USFS, to Deerfield Wind or to any other third party designated by the USFS or Vermont Public Service Board, Deerfield Wind shall pay GMP the fair market value of the Mitigation Property, determined in the manner described in subsection (b) below, together with all costs that GMP reasonably incurs in connection with said transfer, including without limitation reasonable attorneys fees. Said payment to GMP shall be made in immediately available funds within ten (10) business days from the time of conveyance of the Mitigation Property.

(b) Prior to the transfer of the Mitigation Property as contemplated by this Section 4, the parties will attempt to agree upon the fair market value of the Mitigation Property. The parties agree that the purchase price paid by GMP to acquire the Property from the Estate of Waldo C. Holden, Jr. will serve as a point of reference in such determination, but shall not, by itself, be determinative of the fair market value of the Mitigation Property. If GMP and Deerfield Wind are not able to agree upon the fair market value of the Mitigation Property within 30 days after commencing their attempt to do so, then either party may demand, by written notice to the other party, that the fair market value of the Mitigation Property be determined by an independent real estate appraiser mutually acceptable to GMP and Deerfield Wind who shall have at least 10 years professional experience in the appraisal of forest property in Vermont, and who shall be in all respects impartial and disinterested. In its notice demanding such impartial determination, the party sending such notice (the "demanding party") shall identify the name of the appraiser that it proposes to use for such determination. If the party receiving such notice

(the "receiving party") objects to such appraiser, then such party shall propose an alternate appraiser similarly qualified by written notice to the demanding party within 15 days after receipt of the demanding party's proposal, or the receiving party shall be deemed to have accepted the appraiser proposed by the demanding party. The demanding party shall have 15 days after the receipt of the receiving party's proposal of an alternate appraiser to object to such proposed appraiser. If the demanding party timely objects to the receiving party's proposed appraiser, then the appraiser selected by receiving party and the appraiser selected by demanding party shall jointly name a third appraiser similarly qualified and that third appraiser shall determine the then-current fair market value of the Mitigation Property. Within 30 days after final designation of the appraiser, that appraiser shall render a written opinion on the fair market value of the Mitigation Property. The parties shall share the cost of the independent appraiser on an equal basis.

(c) To ensure that the Property will be available for mitigation as described herein, GMP agrees that, for a period of three (3) years from the signing of this Agreement, should GMP wish to sell or otherwise transfer the Property (or any portion thereof), GMP will provide Deerfield Wind a right of first offer to purchase the Property at then-current market conditions. In such event, GMP will first give written notice of its intention to Deerfield Wind, together with the price, terms and other conditions of such intended sale, and Deerfield Wind shall thereafter have thirty (30) days in which to elect to purchase the Property (or portion thereof offered by GMP) according to the terms and price contained in such notice. In such event, a closing of such sale and purchase shall be held within sixty (60) days after Deerfield Wind's election. If Deerfield Wind shall not give notice of its election to purchase the Property so offered within the foregoing thirty (30) day period, GMP shall, for a period of (1) year from the expiration of said thirty (30) day period, be free to sell the Property so offered to any party at a price not less than ninety (90%) percent of the price and otherwise on substantially the same terms and conditions as contained in the aforesaid notice. If GMP does not sell the Property so offered during said one-year period or if, during said one-year period, GMP desires to sell the Property so offered other than in accordance with the preceding sentence, GMP may not proceed with such sale without again complying with the foregoing right of first offer. The foregoing right of first offer shall not apply to the sale of the Property in connection with the sale of GMP's wind turbines located thereon, provided that any such sale will be subject to Deerfield Wind's right to acquire a portion of the Property for mitigation purposes, as described in this Section 4. GMP also agrees that, during said three-year period, it will not use the Property in a manner that would prevent its use for mitigation purposes.

(d) The parties agree that, notwithstanding anything to the contrary in this Agreement, Deerfield Wind's exercise of its option to acquire the Easements and payment of the purchase price for the Easements, shall be a condition precedent to GMP's obligation to transfer any Mitigation Property pursuant to Section 4(a).

5. Pike Property - The parties acknowledge that the so-called Pike Property (as so designated in Exhibit A), which is immediately adjacent to the Western Expansion Area, is currently for sale. GMP has expressed interest in purchasing the Pike Property and will engage in good faith discussions with the owner(s) of the Pike Property regarding the purchase thereof. If GMP decides not to purchase the Pike Property, it will inform Deerfield Wind of such decision

by written notice thereof within five (5) days after such decision. In the event that GMP completes the purchase of the Pike Property or any portion thereof, GMP will make portions of the Pike Property available for use as Mitigation Property on the basis described in Section 4 above.) In addition, GMP agrees that, if it acquires the Pike Property, then, to the extent applicable, the option to acquire the Easements described in Section 1 above shall also apply to the Pike Property for purposes of access to the Western Expansion Area, as shall the condition precedent described in Section 4(d); provided that Deerfield Wind has previously approved GMP's purchase price of the Pike Property.

6. Term - This Agreement shall be effective as of the date hereof and shall continue for a term of three (3) years. In the event that Deerfield Wind obtains a Certificate of Public Good for the construction and operation of the Deerfield Project from the Vermont Public Service Board prior to the expiration of said three-year period, then Deerfield Wind shall have an option to extend the term of this Agreement for an additional period of two (2) years, provided that Deerfield Wind is not in default under any material term or condition of this Agreement at the commencement of the extension term of this Agreement. Deerfield Wind may exercise its option to extend the term, as aforesaid, by written notice to GMP given at any time prior to the expiration of the initial 3-year term.

7. Consideration Within thirty (30) days of execution of this Agreement, Deerfield Wind shall pay to GMP the sum of Ten Dollars (\$10.00) as consideration for the option to acquire the Easements. At the Easement Closing, Deerfield Wind shall pay to GMP in immediately available funds the fair market value of the Easements determined in the manner described below.

The fair market price as agreed to by both parties is \$5,450 per acre. The dimensions of the easement consist of a 60 foot wide section with its center at the center of the existing roadway and extending from end to end of the existing roadway for a distance of 5,830 feet. This results in a total area of 8.01 acres. The total sum to be conveyed to GMP for the easement is the product of the acreage and the price or \$43,654.

8. Costs Associated with Easements - Except as otherwise provided in this Section, Deerfield Wind shall be responsible for reasonable costs associated with Deerfield Wind's use of the Easements, including without limitation the cost of upgrading the existing road as necessary to transport construction equipment and materials to the Deerfield Project site. Deerfield Wind and GMP shall agree on a cost sharing arrangement regarding maintenance of the access road as improved by Deerfield Wind.

9. Access and Survey - GMP agrees that, during the term of this Agreement, Deerfield Wind may, at Deerfield Wind's expense, access the Property to perform any and all survey work and/or inspections necessary to establish the preferred location of the Easements. GMP agrees that it will provide Deerfield Wind with copies of any and all existing surveys and other information it may have readily available to it which may aid Deerfield Wind, its surveyors and other agents.

10. Indemnification - GMP and Deerfield Wind each agree to indemnify, defend and.

hold the other party and its agents and employees harmless from any losses or liabilities suffered by the indemnified party, and from any claims or damage to property which arise out of the activities conducted on the Property by the indemnifying party or its or their agents, employees, contractors or invitees, except to the extent caused by the negligence or willful misconduct of the indemnified party or its or their agents, employees, contractors or invitees.

Deerfield Wind shall also defend, indemnify and hold harmless GMP against any and all losses or liabilities in connection with Deerfield Wind's construction, operation and maintenance of the Deerfield Project, except to the extent caused by the negligence or willful misconduct of GMP or its agents, employees, contracts or invitees.

Deerfield Wind shall purchase and maintain insurance in amounts sufficient to satisfy Deerfield Wind's indemnification obligations under this Agreement. At a minimum, from the signing of this Agreement, Deerfield Wind shall obtain and maintain, the following insurance coverages with respect to the Deerfield Project:

- (a) **Workers' Compensation/Employers' Liability** – Statutory requirements for the State of Vermont not less than \$1,000,000. In case any construction or maintenance work is subcontracted, Deerfield Wind shall require each subcontractor similarly to provide worker's compensation insurance for all its employees,
- (b) **Comprehensive Automobile Liability** – Combined Single Limit for Bodily Injury and Property Damage for owned, non-owned and hired automobiles of not less than \$1,000,000.
- (c) **Comprehensive General Liability** – Combined Single Limit for Bodily Injury, Property Damage, Personal Injury/Advertising Injury, to include Blanket Contractual Coverage, Products/Completed Operations, of not less than \$5,000,000 per occurrence.
- (d) **Liability Coverage Excess of Primary Limits** – Combined Single Limit - Excess of Primary Limits/Umbrella - \$5,000,000 per occurrence and per project or Job Site.

General Requirements – The foregoing policies shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Vermont. Deerfield Wind shall ensure that its Comprehensive General Liability and Excess or Umbrella Policies include GMP, and its directors, officers, employees, agents and representatives as additional insureds for purposes of this Agreement, including, without limitation, the indemnity provisions of this Agreement, as well as the indemnity provisions, if any, of the Easements granted upon exercise hereof, and all claims that may arise hereunder or thereunder and/or out of Deerfield Wind's performance of any work relating to the Deerfield Project. Deerfield Wind shall cause each of its subcontractors to do the same with coverages in at least the same amounts. The insurance policies required hereunder shall contain a provision that coverages afforded under the policies will not be cancelled, allowed to expire or the limits in any manner reduced until at least thirty (30) days prior written notice has been given to GMP. Failure by Deerfield Wind to obtain and maintain the required insurance or to provide required certificates and endorsements shall constitute a breach of this Agreement, and Deerfield Wind will be liable for any and all costs, liabilities, damages and penalties (including attorneys' fees and court and settlement expenses)

resulting to GMP from such breach, including but not limited to consequential damages, unless a written waiver of the specific insurance requirement is provided to Deerfield Wind by GMP. Notwithstanding anything in this Agreement to the contrary, the insurance requirements of this Section 10 shall survive the exercise of the Option.

11. Closing – If Deerfield Wind exercises its option to acquire the Easements, the closing of said transaction (the “Closing”) shall be held at Sherns Dunkiel Kassel & Saunders, PLLC, 91 College Street, Burlington, Vermont, 05401, or at such other place as may be mutually agreed upon by the parties. A Closing shall take place at a time mutually agreed upon by the parties within the notice period contained in the Option Notice.

12. Title and Instruments of Transfer - (a) At any closing pursuant to this Agreement, GMP shall execute and deliver the following documents to Deerfield Wind in form and substance acceptable to both parties:

- (i) Easement Deed(s);
- (ii) Vermont Property Transfer Return(s); and
- (iii) Vermont Land Gains Tax Return(s) (if applicable). If GMP is obligated to pay a land gains tax pursuant to 32 V.S.A. Section 10001, et seq., GMP shall provide at the Closing, a Commissioner’s Certificate certifying the amount of the tax due and shall pay such tax at or prior to the Closing;
- (iv) Other documents as may reasonably be needed to perfect the rights under the Easement.

The grant of the Easements shall be subject to GMP’s retained ownership of the Property and the right to use the Property, including those portions of the Property that are subject to the Easements, and the right to allow others to use the Property provided that such use does not materially interfere with Deerfield Wind’s rights under the Easements.

(b) In addition to the foregoing, the parties shall execute a cost-sharing agreement (as described in Section 8) and such other and further documents and shall take all actions that may be necessary to effectuate this Agreement and the transactions provided for hereunder.

13. Examination of Title - Deerfield Wind, at its sole cost and expense, may cause the title to the Property to be examined, and shall notify GMP of the existence of encumbrances or defects which are not excepted in this Agreement and which render the title unmarketable. Promptly upon receiving such notification, GMP may, but shall not be required to, take such steps as are reasonably necessary to perfect title. In the event GMP is unable or unwilling to perfect title prior to the original or extended Closing date, then Deerfield Wind may either accept such title as GMP is able to convey or at Deerfield Wind’s option may declare this Agreement null and void. For the avoidance of doubt, GMP shall be under no obligation to take any action to perfect title to the Property. Deerfield Wind acknowledges that the Property is subject to the lien of the Indenture. In the event that Deerfield Wind requests that GMP transfer the

Mitigation Property to the USFS or to any other party for mitigation purposes, as contemplated by Section 4 above, GMP agrees to request that the Trustee under the Indenture release the Mitigation Property from the lien of the Indenture; provided, however, that GMP shall not have any obligation to make any payments to said Trustee (other than administrative costs) in order to obtain said release.

14. Hazardous Substances - (a) GMP warrants that, to the best of its knowledge, it has done nothing to contaminate the Property with Hazardous Substances (as defined below). If GMP breaches its warranty or representation, or if a release of a Hazardous or Toxic Substance or Material is caused or permitted by GMP or its agents, employees or contractors and results in contamination of the Property, then GMP shall indemnify, defend, protect and hold Deerfield Wind, and Deerfield Wind's employees, agents, partners, members, officers and directors, harmless from and against any and all claims, actions, suits, proceedings, losses, costs, damages, liabilities (including without limitation sums paid in settlement of claims), deficiencies, fines, penalties or expenses (including, without limitation, reasonable attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and litigation expenses) which arise during or after and as a result of such breach or contamination. This indemnity shall include, without limitation, and GMP shall pay all costs and expenses relating to:

- (i) any claim, action, suit or proceeding for personal injury (including sickness, disease or death), property damage, nuisance, pollution, contamination, spill or other effect on the environment;
- (ii) any investigation, monitoring, repair, clean-up, treatment or detoxification of the Property; and
- (iii) the preparation and implementation of any closure plan, remediation plan or other required action in connection with the Property.

(b) Deerfield Wind warrants that it will do nothing to contaminate the Property with Hazardous Substances (as defined below). If Deerfield Wind breaches its warranty or representation, or if a release of a Hazardous or Toxic Substance or Material is caused or permitted by Deerfield Wind or its agents, employees or contractors and results in contamination of the Property, then Deerfield Wind shall indemnify, defend, protect and hold GMP, and GMP's employees, agents, partners, members, officers and directors, harmless from and against any and all claims, actions, suits, proceedings, losses, costs, damages, liabilities (including without limitation sums paid in settlement of claims), deficiencies, fines, penalties or expenses (including, without limitation, reasonable attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and litigation expenses) which arise during or after and as a result of such breach or contamination. This indemnity shall include, without limitation, and Deerfield Wind shall pay all costs and expenses relating to:

- (i) any claim, action, suit or proceeding for personal injury (including sickness, disease or death), property damage, nuisance, pollution, contamination, spill or other effect on the environment;
- (ii) any investigation, monitoring, repair, clean-up, treatment or detoxification of the Property; and
- (iii) the preparation and implementation of any closure plan, remediation plan or other required action in connection with the Property.

(c) For purposes of this Section 14, the term Hazardous Substances shall mean any waste or other chemical, material or substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, toxic, or a pollutant or a contaminant, or words of similar import, under or pursuant to any federal or state environmental law.

15. Recording Fees and Costs of Closing - GMP will prepare any Easement Deeds, Vermont Property Transfer Tax Returns, Vermont Land Gains Tax Returns and any other documents necessary to convey marketable title; provided that Deerfield Wind will reimburse GMP for all costs that GMP may reasonably incur in the preparation of said documents. Deerfield Wind shall pay the Vermont Property Transfer Tax due on account of the sale of the Easements. Deerfield Wind shall pay the cost of recording all documents recorded in connection with this transaction except those documents recorded to remove encumbrances or defects in GMP's title to the Property.

16. Default - GMP shall be in default under this Agreement if GMP fails to perform any obligation or duty imposed by this Agreement. In the event of default by GMP, Deerfield Wind shall have the option to obtain a Decree of Specific Performance, or, at Deerfield Wind's option, may rescind this Agreement, and all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end. Deerfield Wind shall be in default of this Agreement if Deerfield Wind fails to perform any obligation or duty imposed by this Agreement.

17. No Waiver - No waiver of any term or condition of this Agreement, or of any remedy hereunder shall be construed to be a continuing waiver of the same or any other term, condition or remedy.

18. Assignment - Deerfield Wind may not assign its rights, duties or obligations under this Agreement without the prior written consent of GMP, which consent shall not be unreasonably withheld, conditioned or delayed, except that Deerfield Wind may assign its rights, duties and obligations under this Agreement to its affiliate without the prior written consent of GMP.

19. Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

20. Notices - Any notices required to be given hereunder shall be in writing and shall be deemed to be given when deposited in the United States mail, postage prepaid, via registered mail or certified mail, with return receipt requested, addressed as follows:

(a) If to GMP: Green Mountain Power Corporation
 163 Acorn Lane
 Colchester, VT 05446

(b) If to Deerfield Wind: Deerfield Wind LLC
 Attn: VP Business Development
 1125 NW Couch, Suite 700
 Portland, OR 97209

With a copy to: Deerfield Wind LLC
 c/o PPM Energy, Inc.
 Attn: Contract Administration
 1125 NW Couch, Suite 700
 Portland, OR 97209

The addresses and persons entitled to receive the notices provided for above may be changed by written notice to the other party given in accordance with the provisions of this Section.

21. Effect of Agreement - This Agreement states the whole agreement of the parties hereto regarding the purchase and sale of the Easements, and all prior agreements, understandings, representations, covenants and agreements and warranties made by either party prior to the date of this Agreement are merged herein, and this Agreement alone fully expresses the understanding and agreements of the parties hereto. The terms of this Agreement may not be altered, modified or amended in any respect except by written Agreement executed by the parties hereto.

22. Governing Law - This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Vermont, without regard to conflicts of law principles.

23. Survival - The terms, conditions, covenants and representations of this Agreement shall survive the Closing and the execution of the deeds, shall not be merged in any documents exchanged at Closing, and shall be in full effect and enforceable after the Closing.

24. No Brokers - Each party warrants and represents that it has not retained anyone to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee. Each party agrees to indemnify and hold harmless the other party from any damage or injury resulting from its breach of this representation.

25. Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be treated for all purposes as an original.

26. Headings - The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement.

27. Memorandum of Agreement - Neither party shall record a copy of this Agreement in any municipal land records. GMP and Deerfield Wind shall, upon request of the other party, execute a short form or memorandum of this Agreement, in recordable form, evidencing the existence of this Agreement; provided that the party requesting the memorandum shall pay all recording and state, county and local transfer fees and/or taxes imposed as a result of such memorandum. If this Agreement terminates without Deerfield Wind exercising its option to acquire the Easements, then at GMP's request Deerfield Wind shall exercise a termination of this Agreement in recordable form. GMP will be responsible for the cost of preparing and recording said termination.

28. Limitation of Liability. Neither GMP nor Deerfield Wind shall be entitled to, and each of GMP and Deerfield Wind hereby waive, any and all rights to recover (for themselves and for any person claiming by or through GMP or Deerfield Wind) any special, indirect, consequential, incidental, punitive or exemplary damages, however arising, including lost profits or loss of business, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement, or the performance or non-performance of this Agreement, even if the parties have knowledge of the possibility of such damage(s); provided, however, that the foregoing limitation of liability shall not apply to either party's obligations to provide indemnification pursuant to Section 9 above.

29. Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, violent storms, fires, damage or destruction by lightning and other natural causes; or other casualty or accident; strikes or labor disputes; war, terrorism, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; boycotts, strikes (other than strikes of employees of a party) or any other act or condition beyond the reasonable control of a party.

30. Further Acts and Assurances. Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are reasonably necessary and appropriate, to effectuate the intent of this Agreement

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the date first above written.

GREEN MOUNTAIN POWER CORPORATION

By: [Signature]
Name: Donald J. Rendall, Jr.
Title: VP, General Counsel

DEERFIELD WIND, LLC

awh
By: [Signature]
Name: Jean Wilson
Title: Vice President Business Development

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Colchester, in said County, this 19th day of December, 2006, personally appeared Donald J. Rendall, Jr., duly authorized agent of Green Mountain Power Corporation, who acknowledged the above Agreement, by them sealed and subscribed, to be his free act and deed and the free act and deed of Green Mountain Power Corporation.

Before me,

[Signature]
Notary Public
My Commission Expires: 2/10/07

STATE OF OREGON
Multnomah COUNTY, SS.

At Portland, in said County, this 21 day of Dec, 2006, personally appeared Jean Wilson, duly authorized agent of Deerfield Wind, LLC, who acknowledged the above Agreement, by them sealed and subscribed, to be his free act and deed and the free act and deed of Deerfield Wind, LLC.

Before me,

[Signature]
Notary Public
My Commission Expires: 11-24-07

