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ATTORNEY GENERAL

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**STATE OF VERMONT**  
**OFFICE OF THE ATTORNEY GENERAL**  
109 STATE STREET  
MONTPELIER, VT  
05609-1001

August 8, 2012

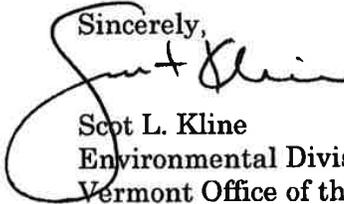
Sarah Hofmann  
Deputy Commissioner  
Vermont Department of Public Service  
112 State Street  
Montpelier, VT 05620- 2601

Dear Sarah:

Please see the enclosed correspondence from Mr. Derek Saari. Mr. Saari writes about his experience in dealing with Reunion Power relating to easement negotiations at Grandpa's Knob. He also has attached other published materials from the Rutland Herald. I am forwarding this to you since it relates to a possible wind energy development project that would need Public Service Board approval.

I also am inquiring generally whether your office has observed conduct by wind developers that raise the same or similar concerns that prompted New York to adopt an ethics code for wind developers in that state. This would include whether companies improperly sought land-use agreements with citizens and public officials and whether improper benefits were granted to public officials. If so, we would be interested in learning about such instances. The Attorney General is committed to ensuring that our laws are followed in connection with energy projects and that all Vermonters are treated in accordance with the law.

Thank you for your attention to this matter.

Sincerely,  
  
Scot L. Kline  
Environmental Division Chief  
Vermont Office of the Attorney General

cc: Mr. Derek Saari

July 20, 2012

Governor Honorable Peter Shumlin  
Executive Office of Governor Shumlin  
109 State Street, Pavilion  
Montpelier, VT 05609

RE: Proposal for Vermont Wind Energy Code of Conduct

Dear Governor Shumlin and Elected Officials,

My name is Derek Saari and I own land in Pittsford along the ridge line of the proposed Grandpa's Knob Windpark. I have attached for your interest, three recent articles published in the Rutland Herald regarding this project and the numerous issues surrounding the conduct employed by Reunion and the original developer, Noble. I entered into an Easement Agreement with Noble on June 18, 2007, and just recently terminated this Agreement with Reunion on June 27, 2012. There were a variety of legal issues fortifying the termination and I am requesting your assistance and the assistance of the elected officials in creating a Vermont Wind Energy Code of Conduct.

In July of 2009, the New York Attorney's General Office created and mandated that 17 large scale wind development companies sign the NY Wind Energy Code of Conduct. It was the Attorney General's attempt to address the numerous complaints filed alleging the creation of : anti-competitive agreements, anti-competitive payments, side bar contracts, collusion, improper dealings with municipal officials, and other related issues as stated by the New York Attorney General. It is interesting to note that Noble and another company were the first to sign the New York Agreement due to complaints received by the Attorney General's Office, then 14 other companies signed on, and you may or may not be aware, Reunion was issued a subpoena to sign the document, to raise the total to 17 companies.

During this time period in July 2009, the managing Director for Reunion, Mr. Eisenberg stated "that the Attorney General's Office made a grand oversight when it singled his wind farm out", but the problem is, 16 other companies signed as well. Reunion put out a press release dated January 11, 2010, stating that the subpoena was withdrawn and that Reunion "unintentionally" missed the AG's signature deadline. According to the AG, Reunion intentionally refused to sign, big difference. Reunion also states within the release that the company employs "business practices in regards to open disclosure and fair dealings". I'm sorry this has not been the true case and I have documentation to prove, as well as, information that Mr. Greene possess, that clearly demonstrates the need for the creation and implementation of a Vermont Wind Energy Code of Conduct.

The state of New York established this protocol for a reason and 2 out of the 17 signers have been involved in this windpark proposal in our state. I am respectfully requesting the opportunity to present the issues to the elected officials and offer suggestions on how New York's Code of Conduct can be furthered strengthened. The template is in place

which will establish an excellent starting point for future discussions. On the current front webpage of the Vermont Attorney General's website is the issue relating to Vermont's high gas prices. The July 16, 2012 press release in part states, "The new law underscores the important to the Attorney General's Office of addressing anti-competitive behavior", so whether it is relating to gas prices or any other commodity, this type of behavior should not be allowed at any level in the market place.

I have copied many Rutland County elected officials but this proposal is for the entire state of Vermont. The Board of Selectman representing the four towns have all voted not to support this project. I look forward to hearing back from as many officials as possible to begin understanding the issues that are encompassed in this type of large scale development similar to our neighboring state of New York.

Respectfully Submitted,



Derek Saari, Pittsford Land Owner  
via certified mailing # 7010 3090 0000 0358 2785

cc. Vermont Attorney General William H. Sorrell  
via certified mailing # 7010 3090 0000 0358 2987

Patrick Leahy, via first class mail  
Bernie Sanders, via first class mail  
Peter Welch, via first class mail  
Bill Carris via email,  
Margaret Flory, via e  
Kevin Mullin, via en  
David Potter, via em  
William Canfield, vi  
Robert Helm, via em  
Charles Shaw, via fi  
Joe Acinapura, via e  
Andrew Donaghy, vi  
Pittsford Board of Selectman, via first class mail  
Castleton Board of Selectman, via first class mail  
Hubbardton Board of Selectman, via first class mail  
West Rutland Board of Selectman, via first class mail  
Public Service Board, via first class mail

## Rutland Herald

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Article published Jul 14, 2012

### Landowners speak out on wind project

By Lucia Suarez  
STAFF WRITER

HUBBARDTON — From his front porch, Bill Greene has a panoramic view of the ridgeline that is proposed for a wind farm. His neighbor Derek Saari in Pittsford owns 60 acres of ridgeline that is right in the middle of the project area.

Greene has declined to grant the developers, Noble Environmental Power and then Reunion Power, the right to use his land. Saari initially agreed, but last month changed his mind.

Both landowners are now speaking out against the project and Reunion Power, hoping other landowners will join the growing opposition to the proposed 20-turbine installation.

Greene said he could understand why so many landowners — Reunion will not say how many — initially signed on to the project.

"It's wind power. How can you be against it?" Greene said Friday. "They almost fooled me. They sold themselves as a green company. They are not a green company."

By that, he said, he meant that the wind project would result in "total devastation" of the land and ecosystem. He also referred to pollution that would be created by equipment during construction.

"Those excavators do not run on corn oil," Greene said.

Greene and Saari were approached by Noble Environmental Power about six years ago for a land easement allowing construction of a wind farm. Their lands were crucial to the project because they would give the developer access to the road that leads to the ridge.

Saari agreed, but not Greene, whose extended negotiations with Noble's successor, Reunion Power, ended earlier this year.

In a letter that will appear in Sunday's Rutland Herald, Greene said he and three partners who own more than 300 acres in Hubbardton were "aggressively pursued financially" by the developers.

They were even offered a more lucrative deal than other landowners, he said, and he was offered a job by Reunion Power.

"I was flattered, but it was just to take our land," Greene said Friday. "The statements that were made in my kitchen were so different than the public ones."

Steve Eisenberg, project manager for Reunion Power, said Friday he was aware of Greene's letter and said he would present a strong response in his own letter. He said Greene's letter

contained many exaggerations.

"The letter was filled with untrue statements and inconsistencies," Eisenberg said.

Greene said in an interview that he was led to believe one thing, but then the proposed easement would say something else. For example, he said, the company never discussed using Biddie Knob Road to access the project site. But he said he was surprised to see a later legal document that would have given Reunion the rights to the road.

Greene also said the company told him it would not post his land, but the proposed easement said Reunion could do so if it determined there was a safety hazard.

"What saved me was that I had four people," he added. "It was not just me hashing it out with me."

Unlike Greene, Saari was initially in favor of the project.

During his negotiations six years ago, Saari said Thursday, he received a 20-page easement agreement that he described as being "overpowering" and "honestly hard to read through."

"It was one of most rugged documents to read," said Saari, a town planner in Massachusetts. "It was very, very legal. I deal with easements in my line of work and this was very convoluted."

After nearly nine months of negotiations, Saari attempted to modify the easement without much success, and he eventually signed on to the project. Then, he said, the problems started.

The developers had said they would survey the property, Saari said, but they never did. He said he was kept at arm's length at all times, never getting information about what was going to happen to his property.

"It was very frustrating," Saari said. "Things just started to add up."

He also said the payment agreement under the easement was not the same as he was led to believe.

Access to the project was a deal-killer for both Greene and Saari. Both said Reunion Power wanted to use their road, known as Biddie Knob Road in Hubbardton and Old Hubbardton Road in Pittsford, as the important access point to the project — and that did not sit well with either of them.

"They were adamant that it was a town road, but that is my road," Saari said of Old Hubbardton Road. "It's incredible that you think you will get a tractor-trailer up that mountain."

In a March 17 email to Eisenberg, Greene and his partners declined to enter into an agreement with Reunion Power. On June 27, Saari terminated his easement agreement with the company.

"Everyone had a confidentiality clause," Saari said. "I honored it. I am not honoring it anymore, much to their dismay."

He said he feels great about his decision.

"I am a 38-year-old that needs money, (but) I don't want to be a part of this," Saari said.

Greene said he is not out to defeat Reunion Power but said people should know what he experienced in the last two years.

"I would have loved to stay anonymous. I don't want to be the poster child," he said. "At some point your principles have to stand up and take charge."

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## Rutland Herald

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Article published Jul 15, 2012

### Thanks, but no thanks

My name is Bill Greene. I was raised in Fair Haven and have had a number of businesses in Fair Haven, West Rutland and Hubbardton. And it's Hubbardton where we chose to build our home and raise our children and grandchildren.

For the past several months my neighbors and I have been in discussions with a developer, Reunion Power, about the wind turbine project it is planning for the Pittsford ridgeline. I feel the information we have acquired through many months of meetings about this project is important to the entire community, not just the landowners, and that's why I am sharing it at this time. If you have no interest in this matter, this isn't for you, but if you care about our beautiful mountains and ridge tops, please read on and get involved in the effort to protect them from Reunion Power, because they sure don't care about them.

I can tell you as a landowner and partner of a group with substantial acreage on the proposed site, I have been aggressively pursued financially to grant Reunion Power the easement rights to use our property for their project.

To me, the deception begins with the name, "Grandpa's Knob Wind Park." Sounds like a place to bring the kids for the day, doesn't it? Sort of like the Great Escape. I suspect some PR firm or marketing company came up with that.

To me, the misrepresentation of the facts to the public and to many of the prospective landowners by Reunion is, if not illegal, deceitful as well as morally and ethically improper.

Reunion offered my partners and me a sweetheart deal to come aboard and even offered me, personally, a lucrative position with them. They said the deal was much better than what the other landowners were getting. Though I was flattered, I soon had to look at myself in the mirror and admit it really wasn't me they wanted. They wanted my land and for me to bring my partners with me. I knew nothing about wind technology or anything they were buying me for, except my land and my friends.

Shame on me for not keeping my conversations with you confidential, Reunion, but my real obligations are to my family and friends and to our beautiful state of Vermont, which trumps any sense of honor to Reunion.

You see, friends, my partners and I turned them down. God knows, the money was tempting, but not worth what I would feel when I looked in the mirror, or saw my friends and neighbors at the general store or the gas station each day. No, I am very comfortable with my decision. I hope others will reconsider theirs. I know one other who recently has done just that, and he now is free to enjoy his land long into the future and, like me, I know he will sleep better at night, too.

I realize my wife and I may be putting a lot at risk by having the audacity to confront a large company with deep pockets, but we decided what good was money in the bank if we

weren't proud of how it got there?

Below are a few examples of what took place and why I became very uncomfortable doing business with Reunion Power. On one occasion, in my kitchen, a representative of Reunion said the wind project in Ira had failed because the developer had let out too much information to the public too early in the process, which gave the public too much time to do their own research. He said, "We will not make the same mistake. We will hold our cards much closer and only release the information sparingly at the last possible moment." Obviously, this is part of their business plan and strategy.

And when Reunion offered my partners and me substantially more guaranteed money than the other landowners, they didn't seem concerned about betraying the other landowners, but rather emphasized keeping it confidential so the others couldn't charge them with breach of contract issues if they found out about our "special deal." The others had signed easements with the belief the compensation would be the same formula for all. I encourage my neighbor landowners to call Reunion and confirm their conversation with me. I'd love to hear their response.

On another occasion, I asked Reunion about a scathing report from the Agency of Natural Resources, which was very critical of this project and couldn't perceive it going forward, and I was told the ANR has to appear to be doing its job but we have friends in high places and a friendly administration as well.

I also find it ironic that for the past 40 years, Act 250 has protected our ridge tops from commercial development, and now the state has come up with a cute little law called Section 248 to undermine all the good that has come from Act 250 and deemed it not applicable, if it's for the "people's good." I certainly am for the "people's good" and not against renewable energy, just wind power that destroys all that we love about our beautiful mountains and ridge tops. I can't believe we are about to sacrifice all that is beautiful about the Green Mountain State.

To my landowner friends who signed on early in the process based on misrepresentation of the facts and who now may feel duped, I remind you that a bad deal never gets better. Do what's in your heart and try to rectify your decision. Do the right thing.

To the landowners who have no concern for their decision and see this only as a "cash cow," I say "shame on you" for selling out to big business for the sake of money. You have sold your soul, and I know you will regret it.

Personally, I will take pride in being able to say to my grandchildren, "Pop may not be able to leave you much when I pass, but what I am leaving you with is the knowledge that I had a small part in keeping these mountains and Vermont in the condition that makes them so special."

By the way, these words are being written by someone whose share from Reunion would have far exceeded \$1 million. I must admit, it was tempting because we had recently lost our dream home and all our possessions in a fire. But we did our research and our soul searching and felt we just couldn't live with ourselves if we sold out for the money and contributed to the devastation of our beautiful ridgeline. Consequently, we declined to participate.

I hope those of you reading this will put yourself in my position, not to give up a million

bucks, but to give careful thought and ask if wind power is worth turning our mountains over to greedy multinational companies to come in and rape our mountaintops in the name of green energy. Trust me, it's not about green energy; it's about lots of green money. And all of it will be coming from you, the taxpayer. Don't be fooled, folks.

You do not realize the damage that will be caused to our wetlands and even Lake Bomoseen from massive storm runoff and the irreversible damage to the environment and our wildlife. Experts estimate much more pollution from the installation of these turbines than ever will be saved from them.

The developer admits this project will never be able to pay for itself without the tens of millions in tax subsidies which will be forthcoming, but they call it "simply taking advantage of the tax laws." And us fools for allowing them to do it. And all in the name of green energy. Hogwash.

I urge you to get informed on this subject and thank your local select boards in Castleton, Hubbardton, Pittsford and West Rutland for having the guts to say no to Reunion. Support them, but that's not enough. This fight is ultimately going to be decided in Montpelier at the Public Service Board. Reunion knows that and is banking on it to save them unless we can convince the governor otherwise. Don't allow this experiment to be built on our ridgeline.

The governor said earlier this year that he wouldn't allow wind projects where the "towns don't want them." The select boards of these towns have spoken, and so he has now changed his tune and says "where the residents don't want them," apparently requiring an expensive vote in each town. Word games, I say. Let your state representatives know how you feel. They may tell you it's not up to them, but tell them to make it their business and carry your message back to the governor and the rest of the Legislature in Montpelier.

It's ironic that in recent days we have celebrated Independence Day. For more than 200 years we have protected these Green Mountains, only this time it's against Reunion Power, not the British. Please show your independence by making your voice heard out of respect for all those who spilled their blood on the Hubbardton Battlefield and the Pittsford ridgeline. We need everyone's help if we are to defeat this ill-conceived project and preserve our beautiful ridgeline.

Bill Greene is a resident of Hubbardton.

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## Rutland Herald

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Article published Jul 18, 2012

### Getting out of Reunion's grip

On Saturday, July 14, the Rutland Herald published a story on the front page about landowners speaking out about the windmill proposal in Pittsford, Hubbardton, Castleton and West Rutland. Also, in the Sunday July 15 edition of the Herald, an article by Mr. Greene depicting and articulating the deception that encompasses the processes that Reunion Power, aka Grandpa's Knob Wind Park, employed during their negotiations with Mr. Greene.

In Mr. Greene's letter, a reference is made to someone who has protected his land and ultimately the community. The individual to whom Mr. Greene was referring, is writing this article, and my name is Derek Saari. I own approximately 60 acres along the ridge in Pittsford that is being slated for massive destruction and an eventual revised USGS topo map due to the necessary and permanent alteration of this area's rugged terrain.

In 2006, I received a letter from Noble Environmental, the developer to initiate the project, and at first, I simply ignored the letter. After a short period of time, a subsequent attempt to contact me was made by Mr. Robert Howland, a Pittsford resident working for Noble, mainly to outreach to the ridge top owners. Noble sent me the draft easement agreement, which in total is approximately 20 pages, including the various attachments and memorandums.

Upon my first read of the easement, I felt like I did something wrong in purchasing the property in 2001. The language simply demonetized the tremendous value I place upon my land, to the point in which I also felt that Noble was taking my land and crushing my rights under the Fifth Amendment. The easement language is so convoluted, claw-gripping, one-sided, self-motivating that Noble may have as well taken my land and simply drawn up a new quit-claim deed granting them ownership.

After nearly nine months, countless drafts, the production on my own easement map and accompanying description of the easement area, arm-numbing phone calls, attempts by me and my attorney to modify many sections of the draft easement agreement, only to be told by Mr. Howland, that much of the language cannot be modified, including any of the payment schedules, I eventually signed on June 18, 2007. At least I had the comfort in knowing that the easement area was fairly well-defined and that all landowners would be paid the same amount based upon the evaluation and operating period payment agreement.

Nearly five years to the date of endorsing the easement agreement, I terminated the easement agreement on June 27, 2012, and my relationship with Reunion Power and its director, Mr. Eisenberg, and Mr. Howland. As an easement holder, I was always kept beyond an arm's length away from receiving any tangible knowledge either by Noble or its successor, Reunion. As of the date I recorded the termination agreement, I still did not know if my property was even a candidate for a turbine or was simply being carved through for access only.

assisting current easement landowners I would like to take this opportunity to embark on a process that I will be pursuing with all my energy, which can be characterized as plentiful.

I totally understand, respect, support and feel part of such statements on the bumpers of many Vermont vehicles that read, "Vermont Strong," "Vermont Pride," and "802." I come from a strong determined Finnish background, and we too have incorporated such stickers on our bumpers that read "SISU," just another term for strength and pride. This windmill project proposal, similar to most others approved or in the process of permit development, rip away the very strength and pride that defines Vermont and conversely, cause tremendous friction between landowners, neighbors, relatives and permit granting officials.

One of the major reasons for this type of known detrimental and community relations breakdown is because it is part of the culture that surrounds this type of competitive development. It is in part why New York developed the Wind Energy Code of Conduct Agreement in July of 2009. So please do not be offended when I say, it's time to release some of the above-mentioned pride and look to our neighboring state of New York and use their already in place agreement to begin the process of developing transparency with this type of large-scale development in our state.

I may not be a true Vermonter, though I am here every weekend and numerous other times during the year. I took steps to show Vermont the pride that I do possess, and the pride that my neighbors have bestowed upon me is a great feeling. Valuable lesson at 38 years old, to recognize money cannot buy true friendships, and I am here to assist in a variety of ways. A phrase that my father always instilled in me when confronted with an overwhelming task or situation: "Everyone puts their pants on one leg at a time just like me." So never be afraid when the facts are on your side, and I have a lot of facts in my possession.

Derek Saari owns property in Pittsford.

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CONSUMER FRAUD VIOLATION

IN

ACCORDANCE WITH 9 V.S.A. § 2453

AGAINST

REUNION POWER, LLC (NJ Origin)

&

GRANDPA'S KNOB WINDPARK, LLC (DE Origin)

&

GRANDPA'S KNOB RENEWABLE ENERGY, LLC (DE Origin)

&

NORDEX USA, INC. (DE Origin)

COMPLIANT FILED BY:

DEREK SAARI  
80 PAYSON HILL ROAD  
RINDGE, NH 03461

August 6, 2012

Copied To:  
Public Service Board  
Governor Honorable Peter Shumlin

August 6, 2012

Attorney General's Office  
Attn: Ms. Peggy Lord, Administrative Secretary  
109 State Street  
Montpelier, VT 05609-1001

RE: Consumer Fraud Violation in Accordance with 9 V.S.A §2453

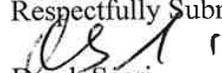
Dear Ms. Lord,

In accordance with our phone conversation on August 1<sup>st</sup> and 2<sup>nd</sup> of 2012, I hereby submit for the Attorney General's Office, a consumer fraud violation compliant against; Reunion Power, LLC, Grandpa's Knob Windpark, LLC, Grandpa's Knob Renewable Energy, LLC, & Nordex USA, LLC. All of the above entities are involved in the development of a windpark in Rutland County in the towns of Pittsford, West Rutland, Castleton, and Hubbardton.

This report details the violations that have occurred and I am respectfully requesting a full investigation in accordance with 9 V.S.A § 2460 prior to the above entities filing any permits with the Public Service Board in accordance with 30 V.S.A. § 248. I'm also requesting that I be interviewed by the AG's Office to further explain the details within this report.

The details of this complaint do not fit the procedures as outlined by the Consumer Assistance Program, and as such, will not be filed with that Division. After many years of continued fraud and deception, I terminated my Easement Agreement on June 27, 2012.

I look forward to hearing back from the AG's Office with a date and time to meet to review this compliant and to also review the proposed Wind Energy Code of Conduct for Vermont. This letter dated July 20, 2012 was sent to you by certified mailing# 7010 3090 0000 0358 2787.

Respectfully Submitted,  
  
Derek Saari  
Pittsford, VT Landowner

Certified Mailing # 7010 3090 0000 0358 2817

cc. Public Service Board via Certified Mailing # 7010 3090 0000 0358 2800  
Governor Honorable Peter Shumlin via Certified Mailing# 7010 3090 0000 0358 2794

**WILLIAM H. SORRELL**  
ATTORNEY GENERAL

**JANET C. MURNANE**  
DEPUTY ATTORNEY GENERAL

**WILLIAM E. GRIFFIN**  
CHIEF ASST. ATTORNEY  
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**STATE OF VERMONT**  
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August 8, 2012

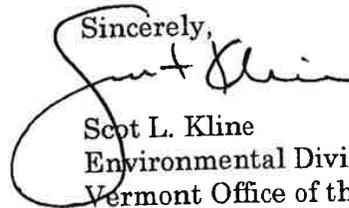
Sarah Hofmann  
Deputy Commissioner  
Vermont Department of Public Service  
112 State Street  
Montpelier, VT 05620-2601

Dear Sarah:

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I also am inquiring generally whether your office has observed conduct by wind developers that raise the same or similar concerns that prompted New York to adopt an ethics code for wind developers in that state. This would include whether companies improperly sought land-use agreements with citizens and public officials and whether improper benefits were granted to public officials. If so, we would be interested in learning about such instances. The Attorney General is committed to ensuring that our laws are followed in connection with energy projects and that all Vermonters are treated in accordance with the law.

Thank you for your attention to this matter.

Sincerely,  
  
Scot L. Kline  
Environmental Division Chief  
Vermont Office of the Attorney General

cc: Mr. Derek Saari

August 6, 2012

Public Service Board  
Susan M. Hudson, Clerk  
112 State Street, 4<sup>th</sup> Floor  
Montpelier, VT 05620-2701

RE: Consumer Fraud Violation in Accordance with 9 V.S.A §2453

Dear Mrs. Hudson,

In order to further bring awareness regarding wind development issues in the state Vermont, I hereby submit for your review, a consumer fraud violation complaint against; Reunion Power, LLC, Grandpa's Knob Windpark, LLC, Grandpa's Knob Renewable Energy, LLC, & Nordex USA, LLC. All of the above entities are involved in the development of a windpark in Rutland County in the towns of Pittsford, West Rutland, Castleton, and Hubbardton.

This report details the violations that have occurred and I have respectfully requested a full investigation by the Attorney General's Office in accordance with 9 V.S.A § 2460 prior to the above entities filing any permits with the Public Service Board in accordance with 30 V.S.A. § 248. I have also requested that I be interviewed by the AG's Office to further explain the details within this report.

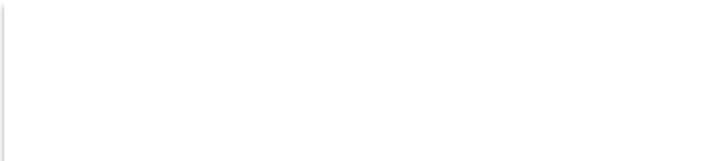
As you may recall, I sent a letter to the Public Service Board dated July 20, 2012, proposing a Wind Energy Code of Conduct for Vermont. Perhaps after the Board has had the opportunity to examine this consumer fraud complaint, the need for changes will commence regarding this type of regulated utility development in Vermont.

In the event that any of the above-named entities file with the Board prior to the investigation commencing by the Attorney General's Office, I will be an intervening party to those potential proceedings as I will be notified by my name appearing on the Service List.

Respectfully Submitted,



Derek Saari  
Pittsford, VT Landowner



cc. Governor Honorable Shumlin via Certified Mailing # 7010 3090 0000 0358 2794  
Attorney General's Office via Certified Mailing# 7010 3090 0000 0358 2817

August 6, 2012

Governor Honorable Peter Shumlin  
Executive Office of Governor Shumlin

RE: Consumer Fraud Violation in Accordance with 9 V.S.A §2453

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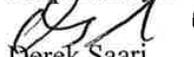
In order to further bring awareness regarding wind development issues in the state Vermont, I hereby submit for your review, a consumer fraud violation complaint against; Reunion Power, LLC, Grandpa's Knob Windpark, LLC, Grandpa's Knob Renewable Energy, LLC, & Nordex USA, LLC. All of the above entities are involved in the development of a windpark in Rutland County in the towns of Pittsford, West Rutland, Castleton, and Hubbardton.

This report details the violations that have occurred and I have respectfully requested a full investigation by the Attorney General's Office in accordance with 9 V.S.A § 2460 prior to the above entities filing any permits with the Public Service Board in accordance with 30 V.S.A. § 248. I have also requested that I be interviewed by the AG's Office to further explain the details within this report.

As you may recall, I sent a letter to you dated July 20, 2012, proposing a Wind Energy Code of Conduct for Vermont. This letter was sent by certified mailing# 7010 3090 0000 0358 2985. I never did get a response back from your Office regarding this requested and needed proposal. Perhaps after you have had the opportunity to examine this consumer fraud complaint, the need for changes will commence.

I look forward to hearing back from your Office in the very near future to further discuss my July 20, 2012 letter and this complaint.

Respectfully Submitted,

  
Derek Saari  
Pittsford, VT Landowner

Certified Mailing # 7010 3090 0000 0358 2794

cc. Public Service Board via Certified Mailing # 7010 3090 0000 0358 2800  
Attorney General's Office via Certified Mailing# 7010 3090 0000 0358 2817

PETER SHUMLIN  
Governor



State of Vermont  
OFFICE OF THE GOVERNOR

August 13, 2012

Derek Saari

Dear Derek,

Thank you for sharing your report with my office. I am glad to see that you have copied the Attorney General's office as well. In addition, I have separately forwarded your report to my Department of Public Service Advocate.

I sent a response to your letter of July 20 on August 3. I'm sorry for any delay. Hopefully this letter will clarify some of my thoughts on wind energy in Vermont. Thank you for your input on this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Shumlin", written over a horizontal line.

Peter Shumlin  
Governor

PS/cw

PETER SHUMLIN  
Governor



State of Vermont  
OFFICE OF THE GOVERNOR

August 3, 2012

Derek Saari



Dear Derek,

Thank you for taking the time to share your thoughts on the proposed Grandpa's Knob wind project. I believe there is no greater challenge and opportunity to Vermont and our world than the challenge to change the way we use and produce energy. I appreciate you sharing your unique perspective.

As you know, any form of power generation will have some environmental impacts. We need to find sources that will mitigate those impacts as much as possible. Vermont must come together to find local, clean, low-emission, renewable energy to reduce our carbon footprint and spur the local economy. Wind power would be one way to accomplish that here in Vermont along with the combined effort solar power, hydropower, and biomass energy. This mixed portfolio allows each form to demonstrate its own unique benefit to the state as an efficient renewable energy resource.

Ultimately, I believe that Vermont must weigh the benefits of wind energy against the concerns of communities in which wind projects are proposed. The decision to build wind towers is a decision that must be weighed carefully by the potential host community. In addition, any proposed project would require approval from state regulators.

With Vermonters' collective common sense, I am confident we will succeed in leading the United States in renewable energy and energy efficiency innovation. If I can be of further assistance, please don't hesitate to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter Shumlin', written over a horizontal line.

Peter Shumlin  
Governor

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Sent To: Governor Honorable Peter Shumlin  
 Street, Apt. No., or PO Box No. 109 State St., Pavilion  
 City, State, ZIP+4 MONT PELIER, VT 05609

7010 3090 0000 0358 2800

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| Restricted Delivery Fee (Endorsement Required) |           | \$0.00         |  |
| <b>Total Postage &amp; Fees</b>                | <b>\$</b> | <b>\$11.35</b> |  |

Sent To: Public Service Board  
 Street, Apt. No., or PO Box No. 112 State St, 4th Floor  
 City, State, ZIP+4 MONT PELIER, VT 05602-2701

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| Restricted Delivery Fee (Endorsement Required) |           | \$0.00         |  |
| <b>Total Postage &amp; Fees</b>                | <b>\$</b> | <b>\$11.35</b> |  |

Sent To: Attorney's General's office Ann Peggy Lord  
 Street, Apt. No., or PO Box No. 104 State Street  
 City, State, ZIP+4 MONT PELIER, VT 05609-1001

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1. Article Addressed to:

Public Service Board  
Susan M. Hudson, Clerk  
112 State Street, 4th Floor  
Mont Pelier, VT 05690-2701

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
**X**   Addressee

B. Received by (Printed Name) C. Date of Delivery  
Timothy Plastride AUG 07 2002

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number 7010 3090 0000 0358 2800  
(Transfer from service label)

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

ATTORNEY GENERAL'S OFFICE  
 ATTN: PEGGY LORR  
 ADMINISTRATIVE SECRETARY  
 109 STATE STREET  
 MONTPELIER, VT 05609-1001

2. Article Number

7010 3090 0000 0358 2817

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02.M-15-40

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature   Agent  
 Addressee  
 B. Received by Printed Name C. Date of Delivery  
Timothy Plastridge 1/19 07 2002  
 D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  Express Mail  
 Certified Mail  Return Receipt for Merchandise  
 Registered  C.O.D.  
 Insured Mail  
 4. Restricted Delivery? (Extra Fee)  Yes

**SENDER: COMPLETE THIS SECTION**

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Governor Honorable Peter Shumlin  
 Executive Office of Gov. Shumlin  
 109 State St., Pavilion  
 MONTPELIER, VT 05609

2. Article Num'

7010 3090 0000 0358 2794

(Transfer fro. ice label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature   Agent  
 Addressee  
 B. Received by Printed Name C. Date of Delivery  
Timothy Plastridge 1/19 07 2002  
 D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  Express Mail  
 Certified Mail  Return Receipt for Merchandise  
 Registered  C.O.D.  
 Insured Mail  
 4. Restricted Delivery? (Extra Fee)  Yes

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| Exhibit G | Reunion's letter dated May 22, 2012 in response to my letter dated May 16, 2012  |
| Exhibit H | Mr. Saari's letter to Attorney Corsones & Corsones dated May 31, 2012 in response to Reunion's letter dated May 22, 2012.                        |
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| Exhibit J | Mr. Saari's email to Reunion dated April 3, 2012 and Reunion's response via email dated April 4, 2012.   |
| Exhibit K | Reunion's letter to Mr. Saari dated May 21, 2012.  |
| Exhibit L | Reunion's letter to Mr. Saari dated April 26, 2012.  |
| Exhibit M | Reunion's Estoppel Certificate.  |
| Exhibit N | Mr. Saari's letter to Reunion Power dated May 16, 2012.  |

- Exhibit O Reunion's letter dated June 1, 2012 in response to Mr. Saari's letter dated May 16, 2012.
- Exhibit P Mr. Saari's letter to Reunion dated June 11, 2012 in response to Reunion's letter dated June 1, 2012.
- Exhibit Q Reunion's first Termination Agreement.
- Exhibit R Reunion's corrected and final version of the Termination Agreement.
- Exhibit S Mr. Saari's email to Reunion dated June 5, 2012.
- Exhibit T Mr. Saari's Warranty Deed dated December 7, 2001.
- Exhibit U Mr. Saari's letter to Attorney Corsones & Corsones regarding the legal status of Old Hubbardton Road.
- Exhibit V Mr. Saari's email to Pittsford Town clerk dated May 14, 2012 and response dated May 14, 2012.
- Exhibit W Mr. Saari's trespassing notification letter to Reunion dated June 09, 2012.
- Exhibit X Mr. Saari's letter dated June 27, 2012 regarding the potential Use Value Appraisal Program violation which was sent to the Town of Pittsford and VT Dept. of Taxes.
- Exhibit Y Reunion's handout at the Howe Center on February 17, 2010.
- Exhibit Z New York Ethics Code Article dated July 30, 2009.
- Exhibit AA Reunion's press release regarding code of ethics dated January 11, 2010.
- Exhibit AB Mr. Saari's letter to Governor Shumlin and other local and state officials requesting VT Wind Energy Code of Ethics.
- Exhibit AC Relevant Rutland Herald articles dated July 14, 2012, July 15, 2012, July 18, 2012, and July 26, 2012.
- Exhibit AD Mr. Saari's letter to Pittsford, West Rutland, Hubbardton, and Castleton dated July 23, 2012.
- Exhibit AE Vermont Secretary of State's Corporation listings for Grandpa's Knob Windpark, LLC, Grandpa's Knob Renewable Energy, LLC, Nordex USA, Inc., Reunion Power, LLC, and Delaware's Corporate listing for Grandpa's Knob Renewable Energy, LLC.

Date: August 6, 2012  
From: Derek Saari (Pittsford, VT Landowner)  
TO: Vermont Attorney General  
CC: Public Service Board, Governor Honorable Shumlin  
RE: Consumer Fraud Violation in accordance with Title 9 Commerce and Trade,  
Chapter 63 Consumer Fraud, (9 V.S.A. § 2453).

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**Issue of Law**

Grandpa's Knob Windpark, LLC, Grandpa's Knob Renewable Energy, LLC, Nordex USA, Inc., and Reunion Power, LLC, hereinafter "Reunion", violated Vermont statute, 9 V.S.A. § 2453(a) by conducting unfair methods of competition in commerce, and unfair and deceptive acts and practices in commerce relating to my windmill Easement Agreement dated June 18, 2007. There were numerous anticipatory breaches of the Easement Agreement on behalf of the above listed parties and the original developer, Noble Environmental Power, LLC, hereinafter "Noble". As a direct result of this violation of Vermont statute, I terminated the Easement Agreement with Grandpa's Knob Windpark, LLC on June 27, 2012.

I am also requesting that the Attorney General perform a civil investigation in accordance with 9 V.S.A. § 2460. I have already put the Attorney General on notice regarding the anti-competitive business practices employed by Reunion and its employees to which I will get into greater detail later in this report. Ultimately, it can be proven that the private Easement Agreements vary greatly from the supposed unmodified version in order to successfully gain the signatures of numerous landowners. After entering into these fraudulent and inconsistent Easement Agreements, the properties are then bundled together to make a viable project. From this point, Reunion takes these Easement Agreements and presents a project to the Public Service Board in hopes of selling this project and receiving a "Certificate of Public Good" under 30 V.S.A. § 248. No project that is this tainted with deception ever deserves to be even filed with the State never mind be issued a Certificate of Public Good that ultimately means that this project benefits the general welfare of the State of Vermont. Conversely, the Attorney General needs to examine every "book, record, paper, memorandum, or other information produced" by Reunion and the above parties in accordance with 9 V.S.A. § 2460(a) long before any permits are ripe for submittal to the Public Service Board.

**Evidence of Fraud in Accordance with 9 V.S.A. § 2457**

The following are brief examples that will be expounded upon in further detail including various referenced exhibits. Some of these examples were conducted under Noble's ownership which included the time period from 2006 until December 2009. Reunion purchased all the assets from Noble in December 2009 and is the present manager of the project. Reunion knowingly purchased the fraudulent easements from Noble and is continuing with their own fraudulent and deceptive acts. The bulleted evidences of fraud are not in a particular order of magnitude.

- Providing and entering into anti-competitive Easement Agreements and other related anti-competitive behavior arrangements with landowners inconsistent with the terms of the Easement Agreement;
- Violation of the Evaluation Period Payment and the Operation Period Payment Agreement as described within the Easement Agreement;
- Monetary and material Defaults in accordance with the Easement Agreement;

- Demanding my endorsement of a deceptively written Estoppel Certificate;
- Failure to recognize the Electric Service Agreement;
- Continued deception regarding the legal status of ownership of Old Hubbardton Road in Pittsford, VT;
- Though not directly related to my property but very influential in my view of Reunion's continued deceptive practices, is the failure to recognize the taxation laws relative to the Current Use Value Appraisal Program;
- Failure to adhere to the originally advertised overall height of the windmill turbines as originally portrayed by Noble. This was infringing upon my ability to enjoy the quiet use of my land located within the Exclusion Area as defined within the Easement Agreement. This ultimately interfered with the well-documented intentions of the construction of my retirement residence and severely diminished the values that I place upon my property;
- Failure to accurately portray the significant environmental degradation associated with the development of the windpark. Not once was the project ever advertised for such acts as major blasting, complete destruction of sensitive and steep slopes, huge contiguous swaths of constructed roadways especially now that the turbines are grown by at least 125-feet in height than originally advertised, ice throw dangers to my existing camp and future house, shadow and flicker effects, etc. But now that other similar projects are being constructed, the evidence of what was not portrayed at the date of endorsing the Easement Agreement is clearly understood;
- Failure to adhere to the advertised timeline;
- Deceptively only recording a Memorandum of Easement Agreement not the entire Easement Agreement to conceal what other easement landowners obtained through their negotiations. Also, and to assist in the perpetual deception, is the mandatory Confidentiality clause as cited in Section 10.8 of the Easement Agreement;
- Reunion Power, LLC a New Jersey Company, deceptively did not file the Articles of Organization with the Vermont Secretary of State until July 30, 2012, to perform business within the state;
- Reunion Power, LLC failed to notify the easement landowners of an assignment from Grandpa's Knob Windpark, LLC a Delaware Company to Grandpa's Knob Renewable Energy, LLC an additional Delaware Company within the mandatory 30-day period.

### **Relevant History and Facts**

In October of 2006, I received a letter from Noble's representative Mr. Robert Howland who is a Pittsford resident informing me of a proposed windmill project on approximately seven miles of ridge line in the communities of Pittsford, Hubbardton, Castleton, and West Rutland. Mr. Howland was notifying me of this proposal because my land is along the ridge line and was requesting that I contact him for future discussions. I ignored the letter and shortly after that received a Fed Ex package with a lengthy Easement Agreement from Noble. This is a very difficult Easement Agreement to interpret but I was interested in being involved in a renewable energy project especially with my educational and professional background in environmental studies. I contacted Mr. Howland and the discussions commenced. I hired Attorney Joseph Jenkins from Westborough, MA, where I work as the Assistant Town Planner and Conservation Officer, to assist me during these Easement Agreement proceedings. It took nearly nine months to sign the actual documents. *The most important limitation to these lengthy negotiations, were the absolute statements made by Noble and Mr. Howland that nearly the entire Easement*

*Agreement and the Operating Payment Period Agreement could never be modified and were equally applied to all easement landowners. Also equally applied were the Evaluation Period Payments.* The Operating Payments are made when the turbines are on-line and the Evaluation Payments are made during the permitting and data collection time period.

I eventually agreed to be part of the project with the understanding that all other potential landowners would be considered equal partners in the project. This ultimate decision took a considerable amount of time and it should be noted that Mr. Howland stated on numerous occasions in 2007, that the Easement deal would be nullified if I did not sign in a relatively swift timeline. On June 18, 2007, Mr. Howland met me at my camp and I signed the Easement Agreement (**See Exhibit A**), Memorandum of Easement Agreement which was recorded in Volume 123, Page 24 in the Pittsford Town Hall (**See Exhibit B**), Operating Period Payment Agreement (**See Exhibit C**), and lastly, the Electric Service Agreement (**See Exhibit D**). There two accompanying notes from Mr. Brad King who also worked for Noble stating that the endorsed Electric Service Agreement would be sent to me. I never did receive their endorsed copy.

In December 2009, Noble sold all the development rights to Reunion. The common bond between Noble and Reunion was the retention of Mr. Howland's services for Reunion. This is extremely key in many of my arguments. As every year passed, The CEO of Reunion, Mr. Steven Eisenberg, stated that the project was commencing but it never was in accordance with his projected timelines. During the month of April of 2012, I put Reunion on notice of several issues relating to monetary and material Defaults and issues relating to Old Hubbardton Road. On April 26, 2012, I received a letter from Mr. Howland and an attached Estoppel Certificate requiring my notarized signature. I refused to sign this document and the relationship sharply deteriorated. During this period of time, I also uncovered numerous examples of anti-competitive behavior that only fortified my decision to terminate the Easement Agreement. After an exhaustive amount of effort, I was successful in terminating the Easement Agreement on June 27, 2012.

**Detailed Evidence of Fraud in Accordance with 9 V.S.A. § 2457**

The following will be a breakdown of each of the above bulleted examples of violations of Vermont statute 9 V.S.A. § 2453(a) and the necessary evidence in accordance with Vermont statute 9 V.S.A. § 2457. Exhibits will be provided when applicable to reinforce the allegations. Some of these time periods are under Noble's ownership or Reunion's but ultimately Reunion reviewed the entire asset package when purchased from Noble and clearly should have observed the previous owner's fraudulent actions.

***Providing and entering into anti-competitive Easement Agreements and other related anti-competitive behavior arrangements with landowners inconsistent with the terms of the Easement Agreement.***

This can be very difficult to discover as mention above because the Easement Agreements are not recorded and every landowner has a Confidentiality clause. Proof that this has occurred has only recently been obtained and I can provide several separate examples. As far as I'm concerned, as a landowner who openly and honestly entered into this Easement Agreement, just one example is enough to show violation under this applicable Vermont statute. Once the

Easement Agreement is recorded, a major encumbrance is placed upon the deed and not easily removable. It's not like some other material object that you can just throw away and there is no worse feeling than to know others are getting far more money and benefits than you.

As an entirely separate issue, an abutting landowner who does not possess a legal right-of-way to utilize Old Hubbardton Road was in fact utilizing the road and caused significant damage while conducting a timber harvest operation on his land. The landowner has also signed the Easement Agreement with Noble in 2007 which was fully executed by Noble in 2009 and recorded in the Pittsford Town Hall in Volume 135, Page 267. The relevant issue is, this landowner did not own the timber rights to the property during the initial negotiations. The breakdown of this particular landowner's ownership will be referenced in a future exhibit relating to the Current Use Value Appraisal Program violation letter dated June 27, 2007. This particular landowner owns 534 acres and could support numerous turbines. Although, the timber rights on 285 acres were owned by A. Johnson Company which precluded the landowner from signing the Easement Agreement. Noble gave the money to the landowner to purchase the timber rights so that this critical acreage could be incorporated into the project proposal. This was verified in writing by the landowner in an email dated July 13, 2012 (**See Exhibit E**). The 4<sup>th</sup> paragraph demonstrates this statement and that is absolutely unfair to me. I had a mortgage on my property at the time that I signed and Noble never offered to pay my mortgage off to put me in a more desirable situation. That's because it did not hinder their ability to get my endorsement unlike this landowner's unique situation. A. Johnson Company had the timber rights to 285 of the 534 acres and I can only imagine what the total amount Noble gave this landowner to purchase these timber rights. That is an absolutely unfair method of conducting business. All other landowner's encumbrances should have been equally paid off. Without the purchase of the timber rights, this landowner would have never been able to receive the Evaluation or Operating Period Payments.

Reunion and its CEO, Mr. Eisenberg and Mr. Howland were attempting to gain an easement over my abutters' property which contains 240 acres in Pittsford and 40 acres in Hubbardton. The property is owned by several partners. The partners were guaranteed \$40,000 per year without the installation on any turbines. Turbines would most certainly be constructed on the property as it contains one of the highest points along the ridge line. The guaranteed \$40,000 would be in addition to the Operating Payment Period Agreement. Also, and clearly intentional in order to sweeten the deal, Mr. Eisenberg and Mr. Howland offered one of the partners a job to oversee the project during and post-construction. The job was for a minimum 20 hours per week and approximately \$50,000 per year. So without any turbines the abutting landowner to me would receive a guaranteed \$90,000 per year on top of the turbine revenues. Clearly, when Reunion is desperate to obtain easements this late in the development process, all previous statements made to me and Attorney Jenkins are no longer applicable. How could Mr. Howland offer such lucrative deals and five years previously, strongly assert to Attorney Jenkins and I that the payments could never be modified? This offering is not even close to what I would get without any turbines and this type of behavior creates a presumption of anti-competitive business practices.

As for the job, there is no project to offer such a job to anyone. This was a clear attempt to garner the signatures. Having the Easement Agreement and the job offering running parallel to

each other is a major issue. In accordance with Section 10.16 of the Easement Agreement, the creation of partnerships, associations or joint ventures were not be contemplated by endorsing the Easement Agreement. If the project was actually approved by the Public Service Board and this particular partner was the only qualified person in the State of Vermont to provide the necessary oversight then fine, offer the job, but not before you have even filed permits. Even if permits were filed today, the Public Service Board's process would take at least 18 months to two years to complete. These offerings by Reunion create a very unfair position for landowners like me who signed on early as advertised by Mr. Howland.

The partners ultimately declined all these monies because of Reunion's business practices and one of those partners and I have been in the Rutland Herald speaking together about the issues with Reunion and the project. The partner's Draft Easement Agreement and Operating Period Payment Agreement (**See Exhibit F**) clearly demonstrates the money guaranteed that is inconsistent with my original Easement Agreement as cited within my original Operating Period Payment Agreement.

Reunion has engaged the services of other easement landowners for work that currently supports the project and perhaps for future contracts. This can only be verified by forcing Reunion to show its books but I'm sorry, this too sets a high standard for anti-competitive behavior. I can't compete with a business owner(s), who are also an easement landowner(s) that may be getting ancillary benefits that I could never be in a position to negotiate and obtain. Again, I feel this violates Section 10.16 of the Easement Agreement. It positions this easement landowner(s) to gain far more than what the original Easement Agreement intended to provide. Landowners who have signed the Easement should be just that, a landowner and should not be engaged contractually to perform work associated with the windpark development, perhaps even on their own property.

To be open with this discussion, I did ask for a small amount of money per year to use the first 500-feet of my existing constructed roadway. I have spent a considerable amount of money constructing over one-mile of driveway on my property. This small section of usage benefited Noble and was constructed by me. If other landowners constructed similar roads on their property and were going to be utilized for the windmill development than simply ensure that the payment per linear foot is the same for all. The above-referenced partners were offered \$5,000 per mile of future constructed easement roadway in accordance with Section 1.2 of their draft Operating Period Payment Agreement. These roads are to be constructed by Reunion not the property owner. I built my road and deserve to be paid for my past expenses and constant maintenance. Conversely, Reunion pays these property owners for Reunion to construct the roads necessary for the access to the turbine sites. Completely different set of payment terms in relation to my original Easement Agreement.

If exposed, I'm comfortable in stating that other perceived examples of unfair, deceptive and anti-competitive agreements beyond the examples that I have been able to ascertain will be discovered. I know I signed honestly and within the many terms of the original draft that was sent to me in 2006. If needed, I will obtain a sworn notarized statement from Attorney Jenkins stating that many terms of the original Easement Agreement could never be modified including all terms of payment.

Reunion simply needed to not offer differentiating Easement Agreements but this was not conducive to their overall business plan or Reunion's perspective investors.

***Violation of the Evaluation Period Payment and the Operation Period Payment Agreement as described within the Easement Agreement.***

Currently the project is not in the Operating Period but the example I gave above demonstrates the disparity that could have existed during this Period had the abutting landowners endorsed their specifically offered Easement Agreement. Given Reunion's business practices it is very probable that other perceived examples of differentiating Operating Period Payment Agreements have been entered into.

In response to a letter that I sent to Reunion dated May 16, 2012 which will be referenced later in the report, Reunion countered with a letter dated May 22, 2012 (**See Exhibit G**). Of specific relevance to this section is the 3<sup>rd</sup> paragraph which in part states "*Payment of the revised Evaluation Period Payment to include the annual escalation has been made as of today to all landowners (in your case in the amount of \$13.46)*". This is a prime example of landowners receiving different amounts of money. All landowners are equal partners relative to payments during the Evaluation Period Payment in accordance with Section 3.1 of the Easement Agreement. Even if landowner(s) property were utilized in support of any of the listed Wind Power Facilities as defined in Section 1 of the Easement Agreement, the Evaluation Period Payment remains the same as cited in Section 3.1. The best example is the installation of a Met Tower which would be installed during the Evaluation Period Payment to evaluate numerous weather data conditions. The Easement Agreement is silent on paying additional monies and the Evaluation Period payment remains the same. There should be absolutely no such other **case** than mine and if Reunion faltered on the first quarter payment in 2012, then every overdue check for every landowner should be \$13.46. Clearly, I am not being paid the same.

Landowners are only paid differently based upon their lands to support the construction of wind power generating turbines, which are referred to as "WTG" within Section 1 of the Easement Agreement. The above payments are referred to under Section 3.2 of the Easement Agreement and are further codified within a separate document entitled "Operating Period Payment Agreement". It only makes logical business sense that not all properties subject to the wind development proposal can support equal number of constructed turbines. As a result, and as should occur, landowners with larger properties should be paid more in accordance with Section 3.2 and the above Operating Period Payment Agreement. This is the only **case** when landowners get different payments but the percentages are the same, unless as mention previously, existing constructed roads are utilized then the linear foot payment remains consistent for all such cases.

For a complete breakdown of (**Exhibit G**) I have included my letter to Corsones and Corsones dated May 31, 2012 (**See Exhibit H**) which strengthens the above arguments.

***Monetary and material Defaults in accordance with the Easement Agreement.***

There have been numerous occasions between 2009 and 2012 when both Noble and Reunion have Defaulted in providing the monetary payments in accordance with Section 3.1 of the Easement Agreement pertaining to the Evaluation Period Payment. On June 2, 2009, I emailed Noble (**See Exhibit I**) informing them of a Default relative to this payment. Mr. Beckner from Noble did cure the Default but this was a revolving issue but this instance was the only documented occasion with Noble.

In regards to Reunion, I also notified them of a monetary Default. On April 3, 2012, I sent Mr. Eisenberg an email (**See Exhibit J**) that contained three separate issues. One of the three related to an accounting error for the first quarter of 2012. It may be minor but I as the landowner should not have to notify Reunion that the escalation of 2.5% was not included. Mr. Eisenberg responded on April 4, 2012, which is included within (**Exhibit J**) but I did not receive the check difference, which in my **case** was for \$13.46, until May 24, 2012. The check was accompanied by a letter from Reunion dated May 21, 2012 (**See Exhibit K**) which is past the 30 days as required to cure a monetary Default as cited in Section 8.1 of the Easement Agreement. I sent this check back to Reunion. The money may seem petty but it was a constant pattern of demonstrating lack of due diligence and sound business practices. That check should have been cut on April 3, 2012, and it should have been embarrassing for Reunion to have a landowner demonstrate this accounting error. It must be difficult for Reunion to keep the accounting errors to a minimum considering the payments to the easement landowners vary from each other as previously advertised.

Within the same email to Mr. Eisenberg dated April 3, 2012, was the continued notification regarding the required survey in accordance with Section 2.6 of the Easement Agreement. The survey should have been completed by June 18, 2008 after the one year anniversary of the endorsement of the Easement Agreement. Section 8.1 of the Easement Agreement does provide for a longer curing time for a material Default. A material Default can go beyond the 30 days of curing if it is reasonably required to be able to furnish the necessary task. Mr. Eisenberg's April 4, 2012 response to me regarding the survey states "As to Section 2.6 of the Easement Agreement you are correct". Mr. Eisenberg openly admitted that the survey was years overdue. A complete breakdown of both the monetary and material Defaults is in my letter to Reunion dated May 16, 2012 (**See Exhibit N**). This letter dealt with the Estoppel Certificate but these Defaults are directly related to my inability to endorse this document and ultimately lead to the Termination Agreement. Mr. Eisenberg tried to cure the survey Default only after I threaten to pull out of the project. Mr. Eisenberg has commissioned a lot of survey during the Evaluation Period but my particular survey work does not provide any monetary gains for the company so it was continuously and purposely ignored. I am in the near future going to require obtaining a mortgage for the construction of my home and needed to notify the mortgage company of the exact limits of the easement beyond the map and document I prepared with the Easement Agreement entitled "Supplement to Exhibit A and Legal Description of the Property". The survey was also commissioned at my request because I have no map of the property beyond a referenced sketch from November 28, 1964 as referenced within my deed and this was to aid in my future building permit application to demonstrate adherence with zoning setbacks.

***Demanding my endorsement of a deceptively written Estoppel Certificate.***

This particular section of this report is extremely important to my overall complaint and shows a willful attempt to deceive every landowner involved by trying to entice their endorsement of the Estoppel Certificate. I received a Fed Ex package on April 27, 2012 that contained a cover letter written by Mr. Howland (**See Exhibit L**) that in part states that my endorsement of this Certificate “among other things” basically states that the Easement Agreement and all other addendums and memorandums are still “unmodified and in full force and effect”. The Fed Ex package included the Easement Agreement (**See Exhibit A**), Memorandum of Easement Agreement which was recorded in Volume 123, Page 24 in the Pittsford Town Hall (**See Exhibit B**), Operating Period Payment Agreement (**See Exhibit C**), but failed to include, the Electric Service Agreement (**See Exhibit D**). I was asked to verify that all of these above original Agreements were still in full force and effect.

The Estoppel Certificate (**See Exhibit M**) requested that I verify that nine items were accurate (see items a-i of the Estoppel Certificate). Items (a-e) I could not verify were accurate and could not even believe Reunion would send this to me knowing they had a Default as prescribed within the April 3, 2012 email. I even met with Mr. Eisenberg and Mr. Howland on my property on April 14, 2012 to further discuss these issues and yet no response ever occurred to solving the issues. Instead, I receive the Estoppel Certificate that demands my endorsement that states everything is just fine with the above-mentioned Agreements. ***Also item (e) is completely illegal and is a point of major deception and fraud.*** Item (e) attempts to state that there can never be a Default under any circumstance that couldn't be cured with the passage of time. This completely supersedes Section 8.1 of the Easement Agreement that does provide for two separate Defaulting events. This Estoppel Certificate was to verify to Nordex who is the turbine manufacturer, that the easements to which they are investing their product into are valid. Nordex and any other investor wants to ensure that during the Operating Period of the project that there could never be a default that would interrupt their investment. This was so carefully worded that most if not all landowners missed this deceptive requirement. Unbelievable that Reunion and Nordex would even attempt such deception. On April 30, 2012, Reunion had a landowners meeting at the Howe Center in Rutland, VT. At that meeting, Mr. Howland asked me if I was ready to sign the Estoppel Certificate and I replied no with no addition commentary. The following two weeks Mr. Howland called at least 8 times and emailed me numerous occasions asking if I was ready. Very persistent as he typically is when he wants something for Reunion's benefit.

I wrote a very detailed letter to Reunion dated May 16, 2012 (**See Exhibit N**) denying my endorsement of the Estoppel Certificate, reinforcing the Defaults, and requesting the Termination Agreement. This letter is the most critical in setting up the Termination Agreement. Reunion sent a letter back to me which has been previously referenced as (**Exhibit G**). I broke that letter down into a letter I wrote dated May 31, 2012 to Corsones & Corsones as previously referenced as (**Exhibit H**). Reunion responded with an additional letter dated June 1, 2012 (**See Exhibit O**). This was Reunion's last attempt to rectify the issues that have been going on for a considerable amount of time and legally these Defaults could not be cured as stated within my May 16, 2012 letter. Of relative importance within the June 1, 2012 letter, is the final paragraph which in part states “Nordex's legal counsel is currently working on reviewing your concerns with regards to the Estoppel Certificate.” In addition it states in part “Once we have addressed your concerns we can provide a revised version of the Estoppel Certificate”. This is the major

issue. Reunion & Nordex, in my case, were going to provide me with a different version of the Estoppel Certificate than any other landowner who missed the illegal and calculated wording of Item (e). I wanted no part of this corrupt attempt to pacify my observation of this major contractual issue. Reunion provides extra benefits to other landowners, provides dissimilar written arrangements for others, and for those landowners who did not have the ability to recognize these issues, it is to Reunion's gain and you will not find out because of the Confidentiality clause.

I wrote a final letter to Reunion dated June 11, 2012 (**See Exhibit P**) demanding the Termination Agreement. Reunion sent a Termination Agreement by Fed Ex (**See Exhibit Q**) which tried to incorporate the original signing date of June 18, 2017 and the actual date is June 18, 2007. The reference to June 18, 2017 was written twice. I'm sorry but this was intentional in hopes that if I missed this error the Termination Agreement would not be valid upon recording. Also the notary year date was 2011. The corrections were made and a revised Estoppel Certificate was sent via Fed Ex to which I recorded in the Pittsford Town Hall on June 27, 2012 in Volume 147, Page 206 (**See Exhibit R**).

This issue alone with the Estoppel Certificate in no doubt was a calculated and willful attempt to perform an anticipatory breach of the very Agreements that I was asking to verify were still in full force and effect. I also want no business dealings with Nordex.

***Failure to recognize the Electric Service Agreement.***

The major reason why I even entered into this Easement Agreement was the opportunity to provide power to my property and my present camp and future retirement home. I'm sure numerous other landowners wanted electricity to their properties as well, since our land is providing electricity back to the grid, it only makes logical sense to bring usable power back to the property. Providing power to the property has always been a complicated and illusive issue and this opportunity rectified those issues. Mr. Howland brought this document as previously referenced as (**Exhibit D**) to my camp with the other documents as previously referenced as (**Exhibits A-C**) on June 18, 2007 for endorsement. Somehow, Mr. Howland can no longer recall such document. In Reunion's letter dated June 1, 2012, as previously referenced as (**Exhibit O**) the second to last paragraph states in part "In regards to the Electric Service Agreement (we) have no knowledge of such an agreement". We, includes Mr. Howland who brought this document to my camp for my endorsement. I reminded Mr. Eisenberg that Mr. Howland provided me this document in an email dated June 5, 2012 (**See Exhibit S**) and I never received a response back. I also never provided Reunion a copy of this document. It is clear now, that Reunion does not want to install a separate cable nearly seven miles from the proposed sub-station in West Rutland to my property. That will be extremely costly and it is cheaper just to forget about it. This is a major breach of our Agreement.

***Continued deception regarding the legal status of ownership of Old Hubbardton Road in Pittsford, VT.***

The American Heritage Dictionary defines "deceive" as "to cause (a person) to believe what is not true" and this issue with Old Hubbardton Road fits squarely into this definition. I provided a detailed summary of Old Hubbardton Road to Mr. Eisenberg in my emailed dated April 3, 2012 which is previously referenced as (**Exhibit J**). At my closing in December of 2001, Corsones & Corsones stated that the road was private and this is further referenced in my deed (**See Exhibit**

T). My email provided documentation in accordance with Vermont statutes that this road was private. The issue is its usage was not contemplated within the original Easement Agreement. Mr. Eisenberg responded to me in his email dated April 4, 2012 which was previously referenced in **(Exhibit J)** by stating “With regards Old Hubbardton Road, our inquires revealed that title remains with the Town. Having said that, we should talk through the details”. Mr. Eisenberg never revealed what his inquiries were which is the common theme with Mr. Eisenberg and Mr. Howland. At the site walk on April 14, 2012, I handed to Mr. Eisenberg a copy of my deed and the latest version of the Agency of Transportation Maps that verify all road mileage for every classification of road. Both Mr. Eisenberg and Mr. Howland continued there adamant claim that the road was public. The usage of this road is critical to their development and if private this would cause significant issues. The previously mention abutting landowners declined endorsing the Easement Agreement and they collectively own a lot of frontage on this road and if private, like myself, would own to the centerline.

Upon additional research at the Pittsford Town Hall, the Town Clerk found the Selectman’s Order of Discontinuance dated September 16, 1936 of Old Hubbardton Road and this road was not further designated as a Public Trail. Upon this information, I wrote a detailed letter to Corsones & Corsones dated May 11, 2012 **(See Exhibit U)** explaining the true legal status of Old Hubbardton Road to which my attorney agreed. I wrote a thank you to the Town Clerk dated May 14, 2012 and the Town Clerk responded the same day **(See Exhibit V)** by stating “Don’t worry about it. It was an interesting learning experience on our end for this one”. The Town Clerk’s Office were extremely helpful and this shows the absolute proof that the one document that was needed to close any doubt that Old Hubbardton Road was private in fact has never been researched before at the Pittsford Town Hall.

As a direct result of Reunion’s attempt to brain wash me and convince me I was wrong so that it would ultimately benefit their project, I sent Reunion an Order of No Trespassing on July 9, 2012 **(See Exhibit W)**. Reunion has never replied to this letter.

***Though not directly related to my property but very influential in my view of Reunion’s continued deceptive practices, is the failure to recognize the taxation laws relative to the Current Use Value Appraisal Program.***

While conducting research at the Pittsford Town Hall I recognized that many Easement landowners also had their land enrolled in the Current Use Value Appraisal Program. I review applications for the same program in Massachusetts and knew that this potentially was a violation of Vermont’s program. Section 4.1 of the Easement Agreement states that either Noble or Reunion are to pay the back taxes for any land encompassed within the easement that no longer meets the requirements for Current Use Value Appraisal Program. But it is to no advantage for Reunion to pay these back taxes which actually occurs in four Towns. I wrote a letter to the Town of Pittsford Listers and copied the Vermont Department of Taxes Property Valuation and Review Division dated June 27, 2012 **(See Exhibit X)** providing one such example. The example is of the same landowner that Noble purchased the timber rights for. The Town of Pittsford immediately reviewed all the easement landowners and found, what I previously knew, which is that there a numerous such examples and the Town Listers Department is reviewing the paperwork.

Morally, I had to bring this to the attention of local and state officials. Reunion is saving money and deceiving the Towns and no landowner that has entered into the Current Use Value Appraisal Program pursuant to the Program's actual intent and is also currently receiving quarterly Evaluation Period Payments even potentially totaling enough money to cover the taxes if assessed at fair market value, should ever be allowed to actively participate in the Program. As an honest landowner who only is following the letter of the Easement Agreement, it is disturbing to see the abuse of this Program's true intent.

In the Northern Woodlands 2010 Winter Issue it states that approximately each Vermonter contributes \$75.00 annually to the state to reimburse the towns for the lost revenue under this Program. Unfortunately, easement landowners are also getting paid for the easement and receiving the tax break while other Vermonters are supporting their enrollment into the Program. I certainly don't believe most Vermonters would agree with this procedure. Perhaps the landowner(s) don't perceive there to be an issue but it does need further investigating.

***Failure to adhere to the originally advertised overall height of the windmill turbines as originally portrayed by Noble which was infringing upon my ability to enjoy the quiet use of my land located within the Exclusion Area as defined within the Easement Agreement which ultimately interfered with the well-documented intentions of the construction of my retirement residence and severely diminishing the values that I place upon my property.***

In accordance with Section 6.2.1(a) of the Easement Agreement, Reunion was not to infringe upon my Exclusion Area which included my present camp and my future retirement home. The total height of the turbines under Noble's and Mr. Howland's original advertising was not even 400-feet tall and now they are up to almost 500-feet and would be the largest in Vermont. The location of existing and future structures must be at least 1.5x or more the overall height from the fall zone of the turbine. Because of the false advertisement, I felt that I was going to be unable to stay at my present camp or build my future home. Reunion knew this but the towers grew substantially in size and I did not want to be forced to have to waive the setback requirements as cited in Section 6.2.2 of the Easement Agreement and totally take away my dreams of living there.

***Failure to accurately portray the significant environmental degradation associated with the development of the windpark. Not once was the project ever advertised for such acts as major blasting, complete destruction of sensitive and steep slopes, huge contiguous swaths of constructed roadways especially now that the turbines are grown by at least 125-feet in height than originally advertised, ice throw dangers to my existing camp and future house, shadow and flicker effects, etc. But now that other similar projects are being constructed the evidence of what was not portrayed at the date of endorsing the Easement Agreement is clearly understood.***

Not once did Mr. Howland portray to either me or Attorney Jenkins the vast amount of environmental degradation associated with this so-called renewable energy project. Another word for deception is "duped" and I was. Nowhere in the Easement Agreement does it call for blasting, especially that close to my existing camp. Section 2.1.3 of the Easement Agreement states that the access will be for vehicular and pedestrian access which to a reasonable person sets an image totally unlike what can be seen at the current Lowell Vermont project. The Vermont Agency of Natural Resources has already stated that this project would irreparably alter

the environment beyond any level of possible mitigation. At a landowners meeting held on February 17, 2010 at the Howe Center in Rutland Vermont, Mr. Eisenberg handed out a two-sided flyer on the project (**See Exhibit Y**) and under "Quick Project Facts" it states "Roads: During construction every effort will be made to use existing roads with minimum impact to the environment and ethics". I now know that to not be true and just another misleading sales pitch. Had I been presented with open and factual disclosures regarding the significant and required alteration of natural resources at the time that I was reviewing the Draft Easement Agreement, I never would have entered into the Agreement. The deception is critical to solicit the signatures and I'm sure are signed Easement landowners will concur with this statement.

***Failure to adhere to the advertised timeline.***

I have never witnessed such an unorganized development effort in my professional career such as this one. I have been told so many different dates and all the while my land is tied up. Within (**Exhibit Y**) under the section entitled "Development Efforts to Date" is a statement that reads "Many of the required studies have been performed and summary reports have been drafted or completed. Reunion envisions the completion of the 248 application process in 2010". Reunion is not even close to completing this process and is still trying to deceptively solicit new landowners to join the project. None of these properties have had any wildlife studies performed or wetland delineations or survey. It is just a mere attempt to keep landowners at bay with the progress.

***Deceptively only recording a Memorandum of Easement Agreement not the entire Easement Agreement to conceal what other easement landowners obtained through their negotiations. Also, and to assist in the perpetual deception, is the mandatory Confidentiality clause as cited in Section 10.8 of the Easement Agreement.***

This is part of a larger and on-going ethics and deception practice that Reunion has already been questioned on in the State of New York. As stated earlier in this report, a two-page Memorandum is recorded that indicates that the Easement Agreement exists but the public can not ever view this document to see what each landowner was offered. In addition, the Confidentiality clause forbids any level of communication by an easement landowner. By utilizing the unendorsed abutting draft Easement Agreement as an example really assists in my argument of unfair and anti-competitive agreements by Reunion.

I have been very vocal in creating a Vermont Wind Energy Code of Conduct to alleviate the issues surrounding the secrecy of these Easement Agreements. In July 2009, The New York State Attorney General created the Wind Industry Ethics Code. This Code was established because of complaints filed to the AG's office regarding anti-competitive behavior in this industry. Noble and another company were the first to sign and Reunion was forced to sign after being issued a subpoena. Backing this up is a newspaper article dated July 30, 2009 (**See Exhibit Z**) and a false press-release by Reunion dated January 11, 2010 (**See Exhibit AA**).

I wrote to Governor Shumlin, Attorney General Sorrell and numerous other local and state officials asking to assist me in creating a Vermont Wind Energy Code of Conduct (**See Exhibit AB**). Because of Reunion's business practices, I no longer am able to receive the benefits that were advertised to me. Changes are warranted and I will follow through on that process. The

Attorney General should consider this proposed Code of Conduct as a rule or regulation in accordance with 9 V.S.A. § 2453(c).

I have also been vocal along with others the Rutland Herald and the articles that fortify this report are important to view (**See Exhibit AC**). Also included in these articles is one brief commentary from Mr. Eisenberg basically telling me I'm a liar but again no facts and I was legally able to terminate my Easement Agreement but there is no mention of any of my facts as presented in this report.

To also try and assist the Towns in Reunion's deception toward them, I offered an example in a letter dated July 23, 2012 (**See Exhibit AD**) to restrict Reunion from utilizing the public roadways.

***Reunion Power, LLC a New Jersey Company, deceptively did not file the Articles of Organization with the Vermont Secretary of State until July 30, 2012, to perform business within the state.***

Reunion has been conducting business in Vermont since at least July 2009. This is verified in (**Exhibit Z**) on the second page which in part states "One company was targeted for allegedly REFUSING to sign the A-G's ethics code: Vermont-based Reunion Power...". I have been dealing with Reunion since December 2009. It should be noted as a pattern, that I was not notified of the sale within 30-days between Noble and Reunion as required within Section 10.1 of the Easement Agreement.

Reunion has been selling itself as a Vermont company, when in fact its origin is New Jersey. Moreover and very surprising, is the fact that Reunion just filed its Articles of Organization with the Secretary of State on July 30, 2012 to legally perform business in Vermont, File Number L0037580 (**See Exhibit AE**). I did review 11A V.S.A. § 15.01 and its unclear if Reunion's business transactions did not require to be filed. Although, Noble a Delaware Company, did file its Articles of Organization on October 11, 2006, File Number L0017721 (**See Exhibit AE**). The business transactions that Noble performed are exactly the same as Reunion has been performing since acquiring all the assets in December 2009. I have been conducting business with an entity that was not approved to perform such acts in the state of Vermont. No logical sense why Noble filed and Reunion just did one-week ago. Reunion needs to refer to themselves as a New Jersey company and not deceive Vermonters into thinking it is a Vermont based corporation.

It is unclear as to why it has taken well over four years for Reunion to legally conduct business in Vermont but it bears further investigating.

***Reunion Power, LLC failed to notify the easement landowners of an assignment from Grandpa's Knob Windpark, LLC a Delaware Company to Grandpa's Knob Renewable Energy, LLC an additional Delaware Company within the mandatory 30-day period.***

The assignment from Grandpa's Knob Windpark, LLC to Grandpa's Knob Renewable Energy, LLC also violated the 30-day provision as set forth in Section 10.1 of the Easement Agreement. In fact there has never been notification of such assignment. This assignment correlates directly to the production of the illegal and deceptively written Estoppel Certificate (**See Exhibit M**). I have absolutely no knowledge as to what the original Developer, Grandpa's Knob Windpark,

LLC has assigned to Grandpa's Knob Renewable Energy, LLC. With that said, it is unclear moving forward if both entities need to be listed as the Developer.

Grandpa's Knob Windpark, LLC is a Delaware Company and the Articles of Organization were filed on October 11, 2006, File Number L0017720 (**See Exhibit AE**). It makes logical sense that both Noble and Grandpa's Knob Windpark, LLC filed their respective Articles of Organization on the same day to conduct business in Vermont. When Noble sold the assets to Reunion, Noble terminated its Articles of Organization with the Secretary of State and Reunion (Mr. Eisenberg), reinstated the Articles for this Company on May 27, 2010. So far this too makes logical sense. In all the documents I have ever signed, which include; the Easement Agreement (**See Exhibit A**), Memorandum of Easement Agreement (**See Exhibit B**), Operating Period Payment Agreement (**See Exhibit C**), Electric Service Agreement (**See Exhibit D**), and the Recorded version of the Termination Agreement (**See Exhibit R**) have always listed Grandpa's Knob Windpark, LLC as a Delaware Limited Liability Company.

Conversely, my abutting landowner and associated partners draft Easement Agreement and Operating Period Payment Agreement dated March 2, 2012 (**See Exhibit F**) states that Grandpa's Knob Windpark, LLC is a Vermont Limited Liability Company. This is completely false and is a deceptive practice of advertisement to engrain in the minds of the landowners that Mr. Eisenberg is trying to solicit easements from while representing Reunion Power, LLC that this is a Vermont based company. Illegal document and extremely deceptive and I'm sure the Memorandum of Easement had it too been produced would be an illegal document for recording purposes.

The assignment of the unknown assets to Grandpa's Knob Renewable Energy, LLC is troubling and confusing. First, this Delaware Company first formed in Delaware on November 14, 2011, File Number 5065492 (**See Exhibit AE**). On April 20, 2012, this Company submitted its Articles of Organization with the Secretary of State to conduct business in Vermont, File Number L0036571 (**See Exhibit AE**). The principal address listed is Chicago, IL. Also on April 20, 2012, Nordex USA, Inc. another Delaware Company filed its Articles of Organization, File Number F-33026-0 (**See Exhibit AE**) is also located at the same address in Chicago, IL. Nordex has the contract to manufacture the proposed turbines.

As stated earlier, this assignment to Grandpa's Knob Renewable Energy, LLC which seems on paper to be a subsidiary of Nordex, is the same company that created the illegal and deceptive Estoppel Certificate (**See Exhibit M**). The Estoppel Certificate states that Grandpa's Knob Renewable Energy, LLC has a principal address of P.O. Box 2049, Elm Street, Manchester Center, VT 05255. Absolutely false. The correct address is, 300 S. Wacker Drive #1500, Chicago, IL 60606. Just another mere attempt to try to show that everything is based in Vermont. In revisiting the Estoppel Certificate, Nordex & Grandpa's Knob Renewable Energy, LLC and their associated investors, crafted this document as stated previously to supersede the actual Easement Agreement so that no Defaults could occur. Defaults can occur in accordance with Section 8.1 of the Easement Agreement. Just a complete attempt in performing a calculated and well thought-out anticipatory breach of all the Agreements that I was supposedly just verifying were in full force and effect.

It is unclear if the 30-day period commenced upon being created in Delaware on November 14, 2011 or some other date that only those parties would be privy to along with what actually was assigned. After seeing how long Reunion went without filing, the April 20, 2012 date for Grandpa's Knob Renewable Energy, LLC means nothing as to a potential starting date of the 30-days. Either way, notification never commenced and deception is being applied to these separate company entities along with fraudulent documents.

**Damages to be Recovered**

As a direct result of Reunion's failure to fulfill the obligations as stated within the Easement Agreement and the examples of fraud and deception as state above, I have created a separate document that outlines my specific damages that I have experienced. I first needed to remove myself from this deceptive project in order to expunge the encumbrance from my title and then focus on raising these issues. In the future, this referenced document will be visited in several forums.

**Conclusion**

Reunion has had a long history of this behavior in New York and unfortunately because Vermont has no Code of Conduct, Reunion can continue what they can't do in New York. Reunion and the other parties have deceived and deprived me of the benefits that were originally advertised and agreed upon. Reunion and the other parties have clearly violated the Vermont statutes on consumer fraud and I respectfully request that the Attorney General's Office investigate these allegations as presented within this report.

Lastly, I request that no permits filings shall proceed with the Public Service Board or any other local or state permit granting authority until a thorough investigation has been completed.

## EXHIBIT TABLE OF CONTENTS

- Exhibit A Endorsed Easement Agreement dated June 18, 2007.
- Exhibit B Endorsed Memorandum of Easement Agreement dated June 18, 2007.
- Exhibit C Endorsed Operating Period Payment Agreement dated June 18, 2007.
- Exhibit D Endorsed Electric Service Agreement dated June 18, 2007.
- Exhibit E Email dated July 12, 2012.
- Exhibit F Abutting landowner's Draft Easement/Operating Payment Agreement dated March 2, 2012.
- Exhibit G Reunion's letter dated May 22, 2012 in response to my letter dated May 16, 2012
- Exhibit H Mr. Saari's letter to Attorney Corsones & Corsones dated May 31, 2012 in response to Reunion's letter dated May 22, 2012.
- Exhibit I Mr. Saari's email to Noble dated June 2, 2009, Noble's response via email dated June 3, 2009, and Mr. Saari's email response dated June 9, 2009.
- Exhibit J Mr. Saari's email to Reunion dated April 3, 2012 and Reunion's response via email dated April 4, 2012.
- Exhibit K Reunion's letter to Mr. Saari dated May 21, 2012.
- Exhibit L Reunion's letter to Mr. Saari dated April 26, 2012.
- Exhibit M Reunion's Estoppel Certificate.
- Exhibit N Mr. Saari's letter to Reunion Power dated May 16, 2012.
- Exhibit O Reunion's letter dated June 1, 2012 in response to Mr. Saari's letter dated May 16, 2012.
- Exhibit P Mr. Saari's letter to Reunion dated June 11, 2012 in response to Reunion's letter dated June 1, 2012.
- Exhibit Q Reunion's first Termination Agreement.
- Exhibit R Reunion's corrected and final version of the Termination Agreement.
- Exhibit S Mr. Saari's email to Reunion dated June 5, 2012.
- Exhibit T Mr. Saari's Warranty Deed dated December 7, 2001.

- Exhibit U Mr. Saari's letter to Attorney Corsones & Corsones regarding the legal status of Old Hubbardton Road.
- Exhibit V Mr. Saari's email to Pittsford Town clerk dated May 14, 2012 and response dated May 14, 2012.
- Exhibit W Mr. Saari's trespassing notification letter to Reunion dated June 09, 2012.
- Exhibit X Mr. Saari's letter dated June 27, 2012 regarding the potential Use Value Appraisal Program violation which was sent to the Town of Pittsford and VT Dept. of Taxes.
- Exhibit Y Reunion's handout at the Howe Center on February 17, 2010.
- Exhibit Z New York Ethics Code Article dated July 30, 2009.
- Exhibit AA Reunion's press release regarding code of ethics dated January 11, 2010.
- Exhibit AB Mr. Saari's letter to Governor Shumlin and other local and state officials requesting VT Wind Energy Code of Ethics.
- Exhibit AC Relevant Rutland Herald articles dated July 14, 2012, July 15, 2012, July 18, 2012, and July 26, 2012.
- Exhibit AD Mr. Saari's letter to Pittsford, West Rutland, Hubbardton, and Castleton dated July 23, 2012.
- Exhibit AE Vermont Secretary of State's Corporation listings for Grandpa's Knob Windpark, LLC, Grandpa's Knob Renewable Energy, LLC, Nordex USA, Inc., Reunion Power, LLC, and Delaware's Corporate listing for Grandpa's Knob Renewable Energy, LLC.

# EXHIBIT A

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into as of June 18, 2007, by and between DEREK SAARI, of Rindge, New Hampshire ("Owner) and GRANDPA'S KNOB WINDPARK, LLC, a Delaware limited liability company (the "Developer"). Owner and Developer are sometimes herein together referred to as the "Parties" and individually as a "Party".

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and Developer hereby agree as follows:

1. **Definitions.** The following terms shall have the following meanings when capitalized in this Agreement:

"Access Easement" means the Easement described in Section 2.1.3 of this Agreement.

"Agreement" means this Easement Agreement, including all exhibits hereto, as the same may be amended or supplemented from time to time.

"Easement Areas" means those portions of the certain real property subject to the Easements described in Exhibit A hereto, as modified by the survey referred to in § 2.6 hereof.

"Easements" shall mean the collective reference to the easements described in Section 2.1 of this Agreement, including the Wind Development Easement, the Access Easement, and the Transmission Easement.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Evaluation Period" means the period commencing on the Effective Date and ending on the sooner to occur of (a) the date on which the Operating Period commences, or b) December 31 of the calendar year that includes the fourth (4<sup>th</sup>) anniversary of the Effective Date (provided that Developer shall have the option to extend the Evaluation Period for an additional two (2) years by giving Owner written notice prior to the end of the initial term of said Evaluation Period, and further provided that if Developer is actively engaged in the development of a Wind Power Facility on the Property at the expiration of such term as extended, Developer shall have the option to extend the Evaluation Period for two additional two (2) year terms by giving Owner written notice)

"Exclusion Area" means that portion of the Property where no easement rights are granted to the Developer, as shown on the Exhibit A map hereto, as modified on the survey referred to in § 2.6 hereof.

"Existing Road" means indicating the portion of the road constructed by Owner existing on the date of this Agreement to be utilized by Developer, as shown on the Exhibit A map hereto, as modified on the survey referred to in § 2.6 hereof.

“Hazardous or Toxic Substances or Materials” has the meaning as those terms are defined in any federal or state law, statute, or local ordinance.

“Operating Period” means the period commencing on the date in the Evaluation Period when Developer has affixed blades to the first WTG erected in the wind generation project in connection with which the Easements have been conveyed, whether said WTG is erected on the Property or on another landowner’s property being utilized for said project and which shall extend the Easements and this Agreement to the date one day prior to the 50 year anniversary of the Effective Date.

“Payment Agreement” means the “Operating Period Payment Agreement”, dated the date of this Agreement between the Parties as the same may be amended or supplemented from time to time.

“Property” means that certain real property described in Exhibit A hereto and shall be inclusive of the Easement Areas.

“Transmission Easement” means the Easement described in Section 2.1.2 of this Agreement.

“Transmission Facilities” means facilities for the collection, step-up, step-down, distribution and sale of electricity and for communications in connection with the WTGs, including transmission lines, telecommunications equipment, energy storage facilities, interconnection and/or switching facilities, and any related or associated improvements, fixtures and equipment.

“WTG” means wind power generating turbines and their associated towers and foundations.

“Wind Development Easement” means the Easement described in Section 2.1.1 of this Agreement.

“Wind Power Facilities” means anemometers, wind and weather monitoring facilities, WTGs, power generation facilities to be operated in conjunction with WTG installations, Transmission Facilities, utility lines and installations, roads, bridges, culverts and erosion control facilities, staging and laydown areas, signs, fences, gates, other safety and protection facilities, and any other improvements, fixtures, and equipment, whether temporary or permanent, that are related thereto or associated therewith to be located on that portion of the Property as approximately indicated on the map attached as Exhibit A hereto, as modified on the survey referred to in § 2.6 hereof.

## 2. Grant of Easements.

2.1 Owner hereby grants and conveys to Developer the following Easements on, over, above, under, through and across the Easement Areas for a term commencing on the Effective Date and terminating on the later of the last day of the Evaluation Period or the last day of the Operating Period .

2.1.1 An exclusive Wind Development Easement for the free and unobstructed flow of wind, wind resource evaluation, using the wind, wind energy development, energy collection, distribution and transmission, and related wind energy development uses, including the installation, alteration, removal, and replacement, and the use, maintenance, repair and operation of Wind Power Facilities. Developer shall be entitled to determine the size, type, manufacturer and location of the Wind Power Facilities within the Easement Areas shown on the map attached as Exhibit A hereto, as modified on the survey referred to in § 2.6 hereof, at its sole discretion.

2.1.2 A non-exclusive Transmission Easement for the installation, alteration, removal, and replacement, and the use, maintenance, repair and operation of, underground and aboveground Transmission Facilities, no more than one hundred twenty-five (125) feet in width for the location of power lines incidental to the Wind Power Facilities, including transmission of electric power to the electric grid, at such locations within the Easement Areas as Developer shall determine.

2.1.3 A non-exclusive Access Easement in common with Owner, and Owner shall have the right to create additional tenancies in said rights-of-way and Access Easement, for vehicular and pedestrian access to, from and over the Property, said Access Easement shall be situated at such locations on the Property, as shown on the map attached hereto as Exhibit A, as modified on the survey referred to in § 2.6 hereof, or if a change of location is requested by Developer, as Developer and Owner shall reasonably determine, for purposes related to or associated with Wind Power Facilities installed or to be installed in the Easement Areas, which, without limiting the generality of the foregoing, shall entitle Developer to construct, alter, use, maintain, repair and improve any existing and future roads and access routes within the Access Easement from time to time located on or providing access to the Easement Areas, Developer shall be responsible for maintenance of such access road with the understanding that other persons currently may now use and maintain the road and in the future may continue to use the road that Developer will maintain. Any party causing damage to the road will be responsible for repair of such damage.

2.1.4 An exclusive easement to permit the Wind Power Facilities located on the Property or adjacent property or elsewhere to affect the Property, including without limitation, visual and non-visual and audible and non-audible effects.

2.1.5 An easement to undertake such other activities that Developer determines are necessary in connection with, and incidental to, any of the foregoing Easements, including the right to trim cut and remove at all times, such trees and underbrush within the Easement Areas as in the judgment of Developer is reasonable. All usable timber or wood products will remain on the property of the Owner, but will be removed by Developer during construction at Owner's written direction. Any slash or wood left on site shall be chipped or cut. Developer will remove all stumps created by Developer's construction and also the existing stumps, slash piles and stakes located as shown on the Exhibit A map hereto within a reasonable time during construction. Cell towers or communications equipment unrelated to Developer's Wind Power Facilities shall not be considered incidental to any of the Easements and no easement or other rights or licenses with respect thereto are conveyed under this Agreement.

2.2 Developer shall advise Owner in writing whether it will utilize any of the Transmission and Access Easements prior to commencement of any site preparation for such Easements and shall consult with Owner as to the location of each such Easement it plans to utilize so as to reasonably minimize materially adverse impacts on Owner as a result of this Agreement.

2.2.1 Developer will loam and seed all areas of the Property and/or Easement Areas it disturbs to prevent soil erosion during and after construction. Developer shall keep the Property and Easement Areas clean of construction debris and discarded materials as is reasonable during and after construction is completed.

2.3 Developer will add gravel to the Existing Road and to other roads existing on the Property as of the Effective Date upon the reasonable written request of Owner during construction. The amount, timing and location of gravel is subject to the reasonable agreement of the Parties. Developer shall take reasonable efforts to expedite any construction on the first 500 feet of the Existing Road and to keep such section of the Existing Road passable and usable by Owner for access. Developer shall maintain during the term of this Agreement the width of the Existing Road as expanded by it during initial construction. Developer shall stake the centerline of the new proposed roadway (with stakes every 100 feet) and shall also delineate all clearing with respect to the Easements at least 90 days prior to commencement of construction. Developer will endeavor not to disturb Owner's swales, culverts or grass open areas. The Parties shall reasonably agree in advance to any disturbance reasonably required by Developer in the exercise of its rights hereunder. Any culverts removed will be preserved to the extent reasonable for future use.

2.4 Developer shall install a permanent gate at the location shown on the Exhibit A map hereto, as modified on the survey referred to in § 2.6 hereof, upon the written request of Owner. The Parties shall reasonably agree on the type of gate. Developer shall place boulders in areas designated by Owner and which do not adversely impact Developer's exercise of its rights under this Agreement to impede access by unauthorized parties. Developer shall take reasonable measures during construction to maintain the security of Owner's Property, including providing for a temporary construction gate. Developer shall install a temporary construction gate prior to the commencement of construction on Owner's Property. The gate currently located on the Existing Road will not be altered or changed in any way.

2.5 Developer shall install a portable toilet for use during construction.

2.6 Within one year of the Effective Date, Developer shall provide Owner with a stamped survey of the Property specifically delineating the boundaries of the Easements and Exclusion Area, with the reasonable approval of the Owner as to the locations shown, which shall be marked on the ground by the surveyor, Developer shall record a mylar of the survey in the Land Records of the Town of Pittsford, together with an amendment to the Memorandum of Easement referencing the survey. Prior to commencement of construction, Developer shall provide Owner with a construction schedule and construction plans, all to be reviewed by Owner prior to the start of

construction. Upon completion of construction Developer shall provide Owner with stamped *as built* drawings.

2.7 The Easements granted by Owner in this Agreement are easements in gross, and not appurtenant to any particular lands or estates or interests in lands. As between the Property and other tracts of property on which Developer may locate WTGs, no tract is considered dominant or servient to the other, and the Easements and other rights granted to Developer herein are personal to Developer for the benefit of Developer, as owner of the Easements.

2.8 Developer may install for reasonable safety and security purposes, signs limiting or prohibiting trespassing, hunting, "off-roading," snowmobiling, and/or other recreational activities within areas immediately around existing or planned Wind Power Facilities.

### 3. Payments to Owner.

3.1 Evaluation Period Payments. Developer shall pay to Owner \$2,000 for the period ending on December 31 of the calendar year that includes the first (1st) anniversary of the Effective Date; and \$2,000 per year escalated at 2.5% per annum for the remaining term of the Evaluation Period. The Evaluation Period payments will be made quarterly in arrears during each year of the Evaluation Period, and paid to Owner by not later than March 31, June 30, September 30, and December 31, as applicable, of each such year. Notwithstanding the foregoing, on the Effective Date Developer shall pay to Owner all Evaluation Period payments due for calendar years 2007 and 2008.

3.2 Operating Period Payments. Commencing on the last day of the first quarterly calendar period to occur after the commencement of the Operating Period and continuing thereafter until this Agreement expires or is terminated, Developer shall make the Operating Period Payments to Owner in accordance with the Payment Agreement.

### 4. Developer's Covenants. Developer covenants to Owner as follows:

4.1 Payment of Taxes. Developer shall be responsible for (i) any personal property taxes levied against the Wind Power Facilities and other improvements installed by Developer pursuant to this Agreement, (ii) any increase in real property taxes levied against the Property as a result of Developer's installation of Wind Power Facilities on the Property and other improvements installed by Developer pursuant to this Agreement, subject to Developer's right, at its expense, but with Owner's cooperation, to contest such taxes, including any Land Use Change tax resulting from any portion of the Property being deemed developed under Vermont's Use Value Appraisal program, any increase in property taxes payable by the Owner over that which Owner would have been liable for had the Property remained in the "current use" program, and any reasonable costs associated with re-establishing a new "current use" program for any of the remaining Property eligible for use value appraisal and (iii) any transfer taxes due as a result of the execution and delivery of this Agreement. Owner agrees to cooperate as requested by Developer in the filing of any tax returns by Developer. Developer's obligations hereunder shall not include any recaptured taxes

attributable to any period prior to the Effective Date or any penalties or interest thereon. Owner shall pay all taxes attributable to Owner. The Owner shall provide prior written notice to the Developer of any petition or notice to the Vermont Department of Taxes in connection with the fair market value of any Property no longer eligible for use value appraisal resulting from the granting of the Easements or the exercise of Developer's rights under this Agreement and will promptly furnish to the Developer copies of all notices and assessments received by it in connection with such fair market determination and any Land Use Change Tax.

To the extent permitted by law, Developer shall be billed directly by the taxing authority and be responsible for all taxes referenced in this section. If Developer cannot be billed directly by the taxing authority, Owner shall, upon receipt, forward to Developer a copy of the tax bill so that Developer may timely pay the taxes as provided herein and appeal or contest any tax in a timely fashion, and the Developer shall pay on or before the due date all such taxes as finally determined to be due and any penalties and interest incurred through the failure of the Developer to make such timely payment.

4.2 Procurement of Permits and Approvals. Developer will be responsible for obtaining all permits and approvals required from any governmental agencies or authorities in connection with the granting of and exercise of all rights under this Agreement and Developer's construction and operation of the Wind Power Facilities.

4.3 Requirements of Governmental Agencies. Developer shall comply in all material respects with all valid laws, permits, approvals or consents applicable to the Wind Power Facilities and other improvements installed by Developer pursuant to this Agreement, but shall have the right, in its sole discretion and at its sole expense, in its name or in Owner's name, to contest the validity or applicability of any law, ordinance, order, permit, approval, consent, rule or regulation of any governmental agency or entity applicable to the Wind Power Facilities and the Easements, unless, if adversely determined, it would have a material adverse effect on the Owner or Owner's interest in the Property, provided that any contest, irrespective of its effect on the Owner, shall be permitted if the Developer provides a bond or other security as Owner may reasonably request. Developer shall control any such permitted contest and Owner shall cooperate with Developer in every reasonable way in such contest, at no out-of-pocket expense to Owner.

4.4 Mechanics' and Construction Liens. Developer shall not permit any mechanics' or construction liens to be filed against the Property as a result of Developer's use of the Property or Easement Areas pursuant to this Agreement. If Developer wishes to contest any such lien, Developer shall, within sixty (60) days after it receives notice of the lien, provide a bond or other security as Owner may reasonably request, or remove such lien from the Property pursuant to applicable law.

4.5 Insurance. Developer agrees to maintain liability insurance (property damage and personal injury) in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate covering its use and operations on the Property. Developer shall also

maintain an umbrella policy providing additional liability coverage with a limit of \$20,000,000. Owner shall be named as an additional insured at all times that Developer is engaged in construction or operation of Wind Power Facilities on the Property and Developer shall provide Owner with a Certificate of Insurance as evidence thereof. Such insurance policy shall provide that it shall not lapse or be cancelled, be materially changed or not renewed, without at least thirty (30) days prior written notice (or ten (10) days notice if such cancellation is due to failure to pay premiums) to Developer and Owner.

4.6 No Obligation To Develop. Nothing in this Agreement or the Payment Agreement shall be construed as requiring Developer to undertake operation of any Wind Power Facilities on the Property or elsewhere or prohibit Developer from removing Wind Power Facilities from the Easement Areas. Developer shall retain title to all building, improvements and equipment that comprise the Wind Power Facilities or that it installs pursuant to this Agreement and shall have the right to remove any of them from the Easement Areas at any time.

4.7 Indemnification. Developer shall indemnify Owner against any loss or liability of Owner that results from any third-party claim for personal injury or property damage resulting from Developer's negligent actions or inactions in its exercise of its rights hereunder.

5. Hazardous or Toxic Substances or Materials. Owner represents and warrants to Developer that to the best of Owner's knowledge:

(a) there are no undisclosed Hazardous or Toxic Substances or Materials undisclosed abandoned wells, undisclosed solid waste disposal sites or undisclosed underground storage tanks located on the Easement Areas;

(b) the Property is not in violation of any environmental or land use law;

(c) the Property is not subject to any judicial or administrative action, or order under any environmental or land use law; and

(d) to the best of Owner's knowledge, the Property is not subject to any investigation under any environmental or land use law.

Owner and Developer each warrant to the other that it has done nothing and will do nothing to contaminate the Property with Hazardous or Toxic Substances or Materials. If Owner or Developer breaches its warranty or representation herein, or if a release of a Hazardous or Toxic Substance or Material is caused or permitted by Owner or Developer or its respective agents, employees or contractors which results in contamination of the Property, then the breaching Party or Party causing or permitting such release shall indemnify, defend, protect and hold the other Party and that Party'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 release. This indemnity shall include, without limitation, 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.

6. **Owner's Representations, Warranties and Covenants.**

6.1 **Owner's Representations and Warranties:** Except as otherwise disclosed in writing by Owner to Developer prior to the Effective Date, Owner makes the following representations and warranties to Developer, all of which shall be true, correct and complete as of the Effective Date:

6.1.1 **Title to Property.** Owner is the sole owner of the Property in fee simple and holds marketable title to the Property according to Vermont law. Owner has not transferred or encumbered in any way its title to the Property, except as disclosed on Exhibit B hereto. Owner has not received any notice (orally or in writing) from any third party of any claim adverse to Owner's upon the Property. Owner and each person signing this Agreement on behalf of Owner has the full and unrestricted power and authority to execute and deliver this Agreement and grant the Easements and rights herein granted. All persons having any ownership interest in the Property (including spouses) have signed this Agreement. Owner hereby releases and waives all rights under and by virtue of any applicable homestead exemption laws as to the Easements and other rights granted hereunder. Owner is not the subject of any bankruptcy, insolvency or probate proceeding.

6.1.2 **Liens and Tenants.** To the best of Owner's knowledge, there are no liens, encumbrances, leases, fractional interests, mineral or oil and gas rights, or other exceptions to Owner's fee title ownership of the Property or otherwise burdening the surface estate of Owner in the Property, except as set forth on Exhibit B hereto. Owner has not received any notice (orally or in writing) from any third party of any adverse claim or encumbrance burdening the Property. There are no tenants on the Property.

6.2 **Owner's Covenants.** Owner covenants the following to Developer:

6.2.1 No Interference. Developer shall have the quiet use and enjoyment of the Easement Areas in accordance with the terms of this Agreement without any suit, trouble or interference of any kind by Owner or any other person or entity, and Owner shall protect and defend the right, title and interest of Developer hereunder from any other rights, interests, title and claims. Without limiting the generality of the foregoing:

(a) Owner, its lessees, tenants and licensees may use the Property and Easement Areas for any purpose, so long as it and they do not unreasonably interfere with or unreasonably increase the costs associated with any Wind Power Facilities or the exercise by Developer of any other rights given to it hereunder. As set forth in the definition of *Exclusion Area*, Developer shall have no easement rights pursuant to this Agreement in the Exclusion Area, including without limitation, that portion of the Exclusion Area upon which Owner has designated a future house site. In no event during the term of this Agreement shall Owner construct, build or locate or allow others to construct, build or locate any WTGs or any similar project on the Property. Owner agrees, at Developer's request and expense, to post "No Trespassing" or similar signs on the Property or on other property owned by Owner through which persons may access the Access Easements, and to take other safety and security measures as reasonably required by permit condition.

(b) If Owner fails to pay the taxes or any other monetary obligations for which it is responsible hereunder, or otherwise defaults under this Agreement, then, in addition to its other rights and remedies, Developer shall have the right to pay such taxes and other obligations, and/or cure any such default, by any appropriate means; and the cost thereof shall be reimbursed to Developer by Owner within thirty (30) days. Developer may offset such cost against any amounts owed by it to Owner.

(c) Owner shall cooperate with Developer in obtaining prior to the Effective Date a nondisturbance agreement, consent, or subordination agreement, in form and substance satisfactory to Developer, from each mortgagee and lien or other holder of an interest (recorded or unrecorded) of or in the Property.

6.2.2 Waiver of Setback Requirements. If the location of any Wind Power Facilities or other improvements to be installed or constructed by Developer on the Easement Areas or any adjacent properties along or near property lines is limited or restricted by private agreements or restrictions or law, Owner hereby waives such private limitations and restrictions and waives any right to claim damages in respect of, or otherwise to prosecute, any violation by Developer of any limitation or restriction described above.

7. Encumbrances. Developer shall have the right, to the extent rights and interests are conveyed by this Agreement, at any time and from time to time to mortgage or otherwise encumber to any party providing financing for any of Developer's or its affiliates' projects, without the consent of Owner, all or any part of Developer's rights and interests under this Agreement, in the Easements and/or in any Wind Power Facilities or other improvements. Any such mortgage or encumbrance shall burden only

the easement estate in the Easement Areas. Owner hereby consents to recordation of the interest of the mortgagee. Within thirty (30) days after receipt of a written request made from time to time by Developer, Owner shall enter into any reasonable consent and non disturbance agreement with any mortgagee, stating that Owner shall recognize the rights of the mortgagee and not disturb its possession of the Easement Areas so long as it is not in default under this Agreement, and stating such other things as such mortgagee may reasonably request.

8. **Defaults; Termination.**

8.1 **Defaults.** Each of the following events shall constitute an event of default by a Party and shall permit the non-defaulting Party to terminate this Agreement and/or pursue all other appropriate remedies available at law or equity: (i) the failure by either Party to pay amounts required to be paid hereunder when due, and such failure has continued for thirty (30) days after written notice from the other Party; or (ii) the failure by either Party to perform any other material agreement set forth in this Agreement, and such failure has continued for thirty (30) days (or such longer period of time as may reasonably be required to cure such failure, if such failure cannot reasonably be cured with a thirty (30) day period) after written notice from the other Party.

8.2 **Termination by Developer.** Developer may for any reason terminate this Agreement and the Easements or any part thereof at any time, as to all or any part of the Easement Areas, by giving Owner written notice thirty days in advance; and by recording in the town land records a document effecting such termination. In such event, if such termination is for the entire Agreement, during the Evaluation Period, Developer shall pay Owner a termination fee equal to the evaluation period payment, pursuant to Section 3.1 of this Agreement, then applicable to a three (3) month time period, except that payment shall continue until the removal of all facilities and improvements is completed as per Section 8.3 should such removal take longer than three (3) months. In the event Developer terminates the entire Agreement during the Operating Period, it shall pay Owner the Payment I then applicable, as set forth in the Payment Agreement until the removal of all facilities and improvements is completed as per Section 8.3. Upon such termination, except for rights and obligations that survive termination as set forth herein, Developer shall have no further liability hereunder with respect to the terminated Easement(s) or the portion of the Property as to which this Agreement and the Easement(s) have been terminated.

8.3 **Surrender of Easement Areas.** Upon the expiration or earlier termination of this Agreement, Developer shall return the Easement Areas to Owner. Developer agrees to remove all Wind Power Facilities, buildings, substations, transmission lines and other improvements owned by Developer on the Easement Areas (provided that all footings and foundations shall only be removed to a depth of two (2) feet below the surface of the ground and shall be covered with soil) within one hundred eighty (180) days after the date of such expiration or earlier termination. Any disturbed areas created or caused as a result of removal shall be returned to grade and loamed and seeded as needed by Developer. Developer will not be required to replace trees removed or to remove roads constructed. Owner shall not disturb any Wind Power Facilities, buildings, substations, transmission lines or other improvements during such period.

8.4 Waiver of Indirect and Punitive Damages. Neither Party shall be liable for loss of rent, business opportunities, or profits or for any other indirect, special, or consequential damages, or for punitive damages, in either case that may result from any breach of this Agreement or, in the case of Developer, from the use and conduct of operations on the Easement Areas.

9. Condemnation. Should title to or possession of all of the Property be taken in condemnation proceedings, or should a partial taking render the remaining portion of the Easement Areas unsuitable for Developer's use (as determined by Developer), then this Agreement shall terminate upon such vesting of title or taking of possession. Owner shall be entitled to all portions of the award, except for any portion of the award that is attributable to the Wind Power Facilities or Developer's rights and improvements made under this Agreement, which portion shall be paid to Developer. Developer shall have the right to participate in any settlement proceedings, and to consent to any settlement. In the event that title to or possession of part of the Easement Areas is taken in condemnation proceedings and this Agreement remains in effect, then there shall be an equitable reduction in the Operating Period Payments set forth in the Payment Agreement.

10. Miscellaneous.

10.1 Assignment. Developer shall at all times have the right, to the extent rights and interests are conveyed by this Easement Agreement, to sell, assign, encumber, transfer, or grant subordinate rights and interests (including subeasements and licenses) in the Easements and/or all of its other rights and interest under this Agreement, in each case, without Owner's consent; provided, however, that any and all such transfers shall be subject to all of the terms of this Agreement. The Developer shall notify the Owner of any such sale, assignment, transfer or grant within 30 days of the effective date. No such sale, assignment, transfer, or grant shall relieve Developer of its obligations under this Agreement unless Developer assigns its entire interest hereunder. The burdens of the Easements and other rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its successors, heirs, legal representatives, assigns, permittees, licensees, lessees, employees and agents. The Easements and the other rights of Developer and its grantees, successors, assigns, permittees, licensees, lessees, employees and agents. The rights of Owner hereunder shall inure to the benefit of Owner's heirs, legal representatives and successors.

10.2 Tax Credits. If under applicable law Developer is ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Developer's option, Owner and Developer shall amend this Agreement or replace it with a different instrument so as to convert Developer's interest in the Easement Areas to a substantially similar interest that makes Developer eligible for such tax credit, benefit or incentive, provided that such amendment or replacement shall not materially change any of the provisions to Owner's detriment

10.3 Notices. All notices or other communications required or permitted hereunder, including notices to mortgagees, shall, unless otherwise provided herein, be in writing, and shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed to Owner at Owner's address or to Developer at Developer's address set forth below. A party may change its address at any time by giving written notice of such change to the other party in the manner provided herein. Notices sent by certified mail shall be deemed given on the date of delivery or attempted delivery as shown on the return-receipt. Notices sent by personal delivery or courier service shall be deemed given on the date of delivery or refusal to accept delivery.

Developer: Grandpa's Knob Windpark LLC  
8 Railroad Avenue, 2<sup>nd</sup> Floor, Suite 8  
Essex, CT 06426  
Tel. (860) 581 5010

Owner: Derek Saari

with a copy to:

Joseph A. Jenkins  
Attorney at Law

10.4 Notification of Access to Property: Developer will to the extent reasonably practical notify Owner in writing of employees and contractors who will require access to the Property, including Wind Power Facilities located thereon, with emergency conditions excepted. It is understood that during the construction phase advance notice and identification of such employees and contractors is unduly burdensome to the Developer and therefore this requirement is waived at that time. In no event and at no time shall Developer arrange for or allow tours of the Wind Power Facilities.

10.5 Hunting on Property: No employees or contractors of Developer will hunt on the Property without prior written permission from the Owner.

10.6 Further Assurances: Cooperation. Owner shall fully support and cooperate with Developer in the conduct of its use, operations and the exercise of its rights hereunder (including with Developer's efforts to (i) obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, or other right or (ii) sell any Wind Power Facilities, assign or otherwise transfer all or any part of or interest under this Agreement or obtain any financing), and Owner shall perform all such acts as Developer may reasonably

specify to fully effectuate each and all of the purposes and intent of this Agreement. Developer agrees to pay Owner's reasonable out of pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this Section.

10.7 No Waiver; No Abandonment. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement. Further, (i) no act or failure to act on the part of Developer shall be deemed to constitute an abandonment, surrender or termination of any Easement, except upon recordation by Developer of a quitclaim deed or release specifically conveying such Easement back to Owner, (ii) nonuse of the Easements shall not prevent the future use of the entire scope thereof; and (iii) no use of or improvement to the Easement Areas, and no transfer under Section 10.1 or otherwise, shall, separately or in the aggregate, constitute an overburdening of the Easements or any thereof.

10.8 Confidentiality. Owner shall maintain in the strictest confidence (i) the terms of (including the amounts payable under) this Agreement and the Payment Agreement, (ii) any information regarding Developer's Wind Power Facility operations and (iii) any other information that is proprietary or that Developer requests be held confidential, in each such case whether disclosed by Developer or discovered by Owner.

10.9 Entire Agreement. This Agreement, together with its attached exhibits, schedules and any Addenda, contains the entire agreement between the Parties with respect to the subject matter hereof, and any prior or contemporaneous agreements shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the Parties.

10.10 Governing Law. The provisions of this Agreement shall be interpreted in accordance with the laws of the State of Vermont without reference to choice of law principles that might direct the application of the law of another jurisdiction.

10.11 Interpretation. The Parties agree that the provisions of this Agreement embody their mutual intent and that such provisions are not to be construed more liberally in favor of, or more strictly against, either Party.

10.12 Partial Invalidity. Should any provision of this Agreement, or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law.

10.13 Counterparts; Facsimiles. This Agreement may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party shall be

entitled to rely upon executed copies of this Agreement transmitted by facsimile to the same and full extent as the originals.

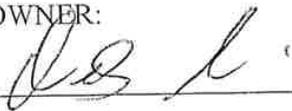
10.14 Memorandum. The Parties shall execute and record a memorandum of this Agreement in the form attached hereto as Exhibit C. The Parties shall execute an amendment to the memorandum in each instance as reasonably requested by Developer, or if this Agreement is terminated pursuant to the terms of this Agreement.

10.15 No Brokers. Each party warrants that it has not engaged or dealt with any broker, finder or other person entitled to a fee in connection with any of the transactions contemplated hereby.

10.16 Other General Provisions. Subject to Section 7, the covenants contained herein are made solely for the benefit of the Parties, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landowner and easement grantee. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof. If Owner consists of more than one person or entity, then (a) each reference herein to "Owner" shall include each person and entity signing this Agreement as or on behalf of Owner and (b) the liability of each such person and entity shall be joint and several. If this Agreement is not executed by one or more of the persons or entities comprising Owner herein, or by one or more persons or entities holding an interest in the Property, then this Agreement shall nonetheless be effective, and shall bind all those persons and entities who have signed this Agreement. Developer's shareholders, directors, officers, partners and members shall not have any personal liability for any damages arising out of or in connection with this Agreement.

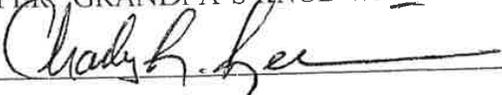
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER:

  
\_\_\_\_\_

Printed Name: Derek Saari

DEVELOPER: GRANDPA'S KNOB WINDPARK, LLC

By:   
\_\_\_\_\_

Printed Name: CRREGALING  
\_\_\_\_\_

Title:

Exhibit A

**DESCRIPTION OF THE PROPERTY including i) the map of the Property showing the approximate location of the Wind Power Facilities and all easement and exclusion areas, and ii) a deed description**

**Deed Description of the Property**

Being all and the same lands and premises conveyed to Derek Saari by Warranty Deed of George E. Smith and Helen K. Arkinson, dated December 7, 2001, and recorded in Book 111 beginning at Page 5, of the Land Records of the Town of Pittsford; and being more particularly described as

Being all and the same lands and premises conveyed to George E. Smith and Helen K. Arkinson by Warranty Deed of Peter M. Mahar and Sheila Rogers Mahar, dated May 28, 1999, and recorded in Book 105 at Page 123 of the Land Records of the Town of Pittsford.

## Supplement to Exhibit A Map and Legal Description of the Property

This Supplement provides further detail with respect to the Easement, Easement Areas and Exclusion Area. Terms defined in the Easement Agreement are used herein with their defined terms.

Total length of Owner's existing constructed roadway measures approximately 4,220 linear feet.

Total length of the Existing Road, as defined in the Easement Agreement, to be utilized by Developer measures approximately 500 feet. The remaining 3,720 linear feet of Owner's existing constructed roadway is included within the Exclusion Area in accordance with the Easement Agreement.

Developer shall install a temporary and permanent gate in accordance with Section 2.4 of the Easement Agreement. The gate(s) shall be installed no further than 100 linear feet westerly of Owner's existing gate.

The Existing Road starts at Owner's permanent gate located along Old Hubbardton Road and extends to the second culvert located at the split of Owner's existing, constructed road. The Existing Road shall only be widened to the westerly side. The Developer shall re-establish a drainage swale on the westerly side of the newly widened Existing Road. The Developer shall place a construction fence or similar barrier along the easterly edge of the Existing Road. Owner prohibits the existing grass located on the easterly side of the Existing Road to be disturbed and said area is considered an Exclusion Area in accordance with the Easement Agreement. Developer shall preserve to the extent reasonable culvert 1 (located 205 feet within the Existing Road) and culvert 2 (located 500 feet within the Existing Road) in accordance with Section 2.3 of the Easement Agreement.

The Owner's existing, constructed roadway with respect to which no Access Easement rights are granted to Developer, consists of segments designated Existing Roadways B and C, as shown on the map which is a part of this Exhibit A. Existing Roadway B starts at culvert 2, referred to above and as shown on the map, and extends approximately 1724 feet terminating at the movable trailer located in the southeast corner of the Property. The Developer shall only extend culvert 2 to the east of the existing culvert discharge. The Developer shall create a new access roadway to the east of Existing Roadway B to the movable trailer located in the southeast corner of the Property. Developer shall to the extent possible, maintain a 100-foot buffer to the easterly side of Existing Roadway B. Existing Roadway B and its associated buffer zone is considered an Exclusion Area in accordance with the Easement Agreement. Owner acknowledges that the buffer zone requirement will be waived within the area just to the easterly side of culvert 2 and will be observed until Developer gets 100 feet away from Existing Roadway B. Owner further acknowledges that the existing cleared area within the vicinity of the movable trailer is part of the Easement Areas. Lastly, Owner acknowledges that the movable trailer may need to be relocated on the Property. The Developer will be responsible for providing a new level area for the trailer on the Property. Owner and Developer shall reasonably agree on this new location. The Developer shall place a construction fence or similar barrier directly

after culvert 2 at the beginning of Existing Roadway B to prohibit activity within the Exclusion Area.

Developer shall remove the three existing tree/stump piles located on the easterly side of Existing Roadway B in accordance with Section 2.1.5 of the Easement Agreement. Pile 1 is located approximately 190 linear feet from culvert 2, pile 2 is located approximately 1221 linear feet from culvert 2, and pile 3 is located approximately 200 linear feet northeast of the movable trailer.

Existing Roadway C starts at the junction of Existing Roadways B & C and extends past Owner's existing dwelling camp site and potential future house site and terminates at the junction of the Existing Road and Existing Roadway B and measures approximately 1996 linear feet. Existing Roadway C is considered an Exclusion Area in accordance with the Easement Agreement. The Property located between Existing Roadways B & C is considered an Exclusion Area in accordance with the Easement Agreement. The Property associated with the Owner's future house site & existing dwelling camp site as well as the required setback to both sites in accordance with the mandatory setback as determined by the WTG total height shall be deemed an Exclusion Area in accordance with the Easement Agreement. The Developer shall not place any WTG(s) on the Property that would interfere with Owner's ability to construct a future house at the currently designated future house site or continue inhabiting the existing dwelling camp site. Developer shall to the extent possible, maintain a 100-foot buffer to the southerly side of Existing Roadway C. Existing Roadway C and its associated 100-foot buffer zone, and the mandatory WTG(s) setbacks will be considered an Exclusion Area in accordance with the Easement Agreement.

Developer will add gravel to the Existing Roadways B & C in accordance with Section 2.3 of the Easement Agreement.

Exhibit B

**ENCUMBRANCES**

The Property is subject to a Line of Credit from Derek S. Saari to Yankee Farm Credit, ACA, dated December 7, 2001, and recorded in Book 111 beginning at Page 7 of the Land Records of the Town of Pittsford.

# EXHIBIT B

MEMORANDUM OF EASEMENT AGREEMENT

THIS MEMORANDUM OF EASEMENT AGREEMENT is made and entered into as of June 18, 2007, by and between DEREK SAARI ("Owner") and GRANDPA'S KNOB WINDPARK, LLC, a limited liability company formed under the laws of the State of Delaware ("Developer").

WHEREAS:

A. The parties hereto have entered into an Easement Agreement (the "Agreement"), dated as of the date hereof, which by its terms grants and conveys to Developer certain Easements, including Easements for wind and weather monitoring and access and certain other Easements, as defined in the Agreement, related to the construction, operation and maintenance of a wind-powered electric generating facility, including wind turbine generators, buildings, roads, substations, transmission lines and equipment. The land which is subject to the Easements is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The term of the Agreement commences on the date hereof and may continue in accordance with the terms of the Agreement, unless earlier terminated as provided in the Agreement.

C. The Parties desire to enter into this Memorandum of Easement Agreement, which is to be recorded in order that third parties may have notice of the interests of Developer in the Property and of the existence of the Agreement and of certain easements and rights granted to Developer in the Property as part of the Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Agreement to be paid and performed by Developer, Owner hereby grants to Developer the Easements (as that term is defined in the Agreement) on, over, under and across the Easement Areas, all on the terms and conditions set forth in the Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail. The Agreement contains the entire agreement of the Parties with respect to the subject matter thereof, and any prior or contemporaneous agreements, discussions or understandings, written or oral (including without limitation any options or agreements for easements previously entered into by the Parties with respect to the Property), are superseded by the Agreement and shall be and hereby are released, revoked and terminated.

IN WITNESS WHEREOF, the Parties have executed this Memorandum

Windsor Town Clerk's Office  
this 9 day of January 2009  
at 9 o'clock 15 A. M.  
received and recorded in Vol. 133  
at page 24-26  
Sharon E. McKeefry Town Clerk

of Easement Agreement as of the date set forth above.

OWNER:

*Derek Saari*  
Printed Name: Derek Saari

DEVELOPER: Grandpa's Knob Windpark, LLC

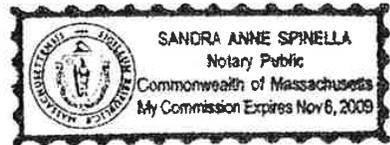
*Charles Reading*  
Printed Name: CRRCADLINC  
Title: DIRECTOR, DEVELOPMENT

NOTARY ACKNOWLEDGMENTS

STATE OF Massachusetts, )  
 ) ss:  
COUNTY OF Worcester )

At Westborough, Massachusetts on this 15 day of June, 2007, personally appeared Derek Saari and he acknowledged the foregoing Memorandum of Easement Agreement, by him sealed and subscribed, to be his free act and deed.

Before me *Sandra Anne Spinella*  
Notary Public



STATE OF New York )  
 ) ss:  
COUNTY OF Clinton )

At Chambrasco, New York, Vermont, on this 6<sup>th</sup> day of August, 2007, personally appeared Charles Reading, as a member and duly authorized agent of GRANDPA'S KNOB WINDPARK, LLC and he acknowledged the foregoing Memorandum of Easement Agreement by him and subscribed, to be his free act and deed, individually and as a member and duly authorized agent of GRANDPA'S KNOB WINDPARK, LLC.

Before me *PIP DECKER*  
Notary Public

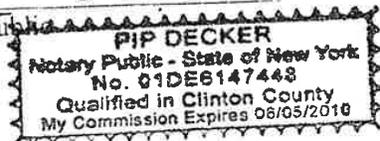


Exhibit A

**Deed Description of the Property**

Being all and the same lands and premises conveyed to Derek Saari by Warranty Deed of George E. Smith and Helen K. Arkinson, dated December 7, 2001, and recorded in Book 111 beginning at Page 5, of the Land Records of the Town of Pittsford; and being more particularly described as

Being all and the same lands and premises conveyed to George E. Smith and Helen K. Arkinson by Warranty Deed of Peter M. Mahar and Sheila Rogers Mahar, dated May 28, 1999, and recorded in Book 105 at Page 123 of the Land Records of the Town of Pittsford.

# EXHIBIT C

## OPERATING PERIOD PAYMENT AGREEMENT

Agreement made as of this 18<sup>th</sup> day of June, 2007, by and between DEREK SAARI (the "Owner"), and GRANDPA'S KNOB WINDPARK, LLC, a Delaware limited liability company (the "Developer").

WHEREAS, Owner and Developer have entered into an Easement Agreement, dated as of the date hereof (the "Agreement"), incorporated herein by reference, including, without limitation, terms defined therein; and

WHEREAS, as additional consideration for the Agreement, the Owner and Developer are entering into this Operating Period Payment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Operating Period Payments, described below to be paid by Developer to Owner during the Operating Period, shall be made quarterly in arrears on each quarterly payment date described in the Agreement ("Quarterly Payment Date").

1.1. For WTGs installed on the Property, the Operating Period Payments will be **the greater of Payment I or Payment II** for the applicable quarter, as calculated below. All calculations of the Operating Period Payment shall be performed by Developer and shall be provided to Owner in reasonable detail with any accompanying payment due to Owner. By January 31 of each calendar year during the Operating Period, Developer will provide to Owner a statement reconciling each of Payment I and Payment II for the prior calendar year and indicating whether on an annual basis for such prior year Payment I or Payment II was greater. To the extent that the total of the quarterly payments made to Owner during such prior calendar year were less than the greater of Payment I or Payment II on an annual basis, then on the next Quarterly Payment Date, Developer shall pay such deficiency to Owner. To the extent that the total quarterly payments made to Owner during such prior calendar year were greater than the greater of Payment I or Payment II calculated on an annual basis, then on the next Quarterly Payment Date, Developer shall be entitled to set off such difference against the amount otherwise due hereunder to Owner on such date.

### **Payment I**

Payment I is comprised of two components: (a) a Nominal Rent of \$3,000 per annum plus (b) a Unit-Based Rent of \$2,500 per annum per megawatt ("MW") of installed nameplate capacity of WTGs on the Property. The Unit-Based Rent will be pro-rated accordingly for any partial quarterly period in which WTGs are not installed on the Property. This amount to be increased 3% per annum.

**Payment II**

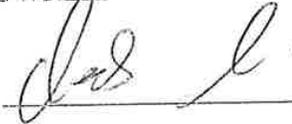
Payment II is a royalty payment equal to three percent (3%) of the gross revenues generated solely from the sale of electricity, capacity and renewable energy certificates produced by the Project in the preceding quarter factored for the nameplate capacity of WTGs installed on the Property.

For purposes of determination of Payment II, "Project" means the approximately 40 MW (more or less) Grandpa's Knob wind generation project of Developer.

1.2. Developer shall pay Owner for use of the Existing Road an annual fee of \$1.50 per foot of the length of the Existing Road utilized, payable in arrears on an annual basis, payable on the last day of each calendar year, or should this Agreement be terminated, on the last day that the Agreement is in effect, prorated should such termination date be other than the last day of a calendar year.

IN WITNESS WHEREOF, the parties have executed this Operating Period Payment Agreement as of the date set forth above.

OWNER:

  
\_\_\_\_\_

Printed Name: Derek Saari

DEVELOPER: GRANDPA'S KNOB WINDPARK, LLC

By:   
\_\_\_\_\_

Its Authorized Agent

Printed Name: CR REGA LLC

# EXHIBIT D

## **ELECTRIC SERVICE AGREEMENT**

AGREEMENT, dated as of June 18, 2007, by and between Derek Saari (the "Owner") and GRANDPA'S KNOB WINDPARK, LLC, a Delaware limited liability company (the "Developer"). Owner and Developer are sometimes herein together referred to as the "Parties" and individually as a "Party."

WHEREAS, the Parties have entered into an Easement Agreement (the "Easement Agreement") relating to the Developer's proposed Grandpa's Knob Windpark wind generation project of approximately 40 MW (more or less) (the "Project"), a portion of which may be located on Property of the Owner;

WHEREAS, the Parties wish to facilitate the provision of retail electric service to the Owner utilizing the facilities of the Project when constructed.

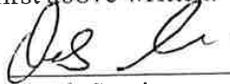
NOW THEREFORE, for good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, Owner and Developer hereby agree as follows:

1) Subject to the Rules, policies, applicable safety standards, tariffs and statutory requirements of the Vermont Public Service Board and the retail electric utility servicing the Project (the "Retail Utility"), Developer will allow the Owner to utilize its above and below ground facilities for the provision of electric service to the Property of the Owner. All such electric service usage by the Owner shall be separately metered and billed by the Retail Utility to the Owner.

2) Terms defined in the Easement Agreement are used herein with their defined meanings.

3) This Electric Service Agreement shall be governed by and construed in accordance with Vermont law and shall not be amended except in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.



\_\_\_\_\_  
Derek Saari

Grandpa's Knob Windpark, LLC

By \_\_\_\_\_  
Its Duly Authorized Agent

Noble/Saarielectricserviceagreement



DEREK,

I APOLOGIZE FOR IT TAKING SO LONG TO GET THESE TO YOU. YOU WILL NOTE THAT I STILL OWE YOU AN ORIGINAL SIGNED COPY OF THE ELECTRIC AGREEMENT. I WILL GET THE REQUIRED SIGNATURE AND FORWARD THE SIGNED ORIGINAL. LET ME KNOW WHEN YOU'LL BE IN THE AREA AND WE CAN GET TOGETHER. TALK WITH YOU SOON. TAKE CARE.

RESPECTFULLY, BRAD

*Wind Power...the natural choice™*

THIS IS A COPY. THE ORIGINAL WAS MISSING OUR REQUIRED SIGNATURE. I AM GETTING SIG. AND WILL SEND YOU SIGNED ORIGINAL.

THANK YOU.

# EXHIBIT E



You forwarded this message on 07/13/2012 10:42:10 AM to the following recipients: pag1@hotmail.com.

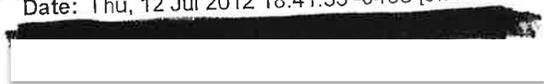
Quota status: 369.51MB / 512.00MB (72.17%)

**Inbox: a starting point (200 of 201)**

Back to Inbox

Mark as: Move | Copy This message to  
 Delete | Reply | Forward | View Thread | Blacklist | Whitelist | Message Source | Save as | Print

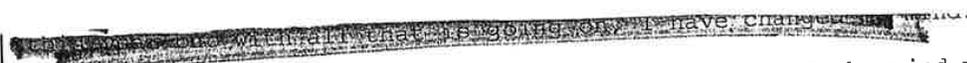
Date: Thu, 12 Jul 2012 18:41:35 -0400 [07/12/2012 06:41:35 PM EDT]



Subject: a starting point  
 Headers: Show All Headers

[Hide Quoted Text]

Hi Derek.



It's amazing the hatred that has developed because of the wind project and I will talk with you about that when we can get together. I really doubt that it will go forth so I'm taking a wait and see attitude for the moment. We did borrow the money from Noble to purchase the timber rights from A. Johnson so I'm beholdng to them in that regards. Many in the area evidently have checked out the logging on our property because they have reported that it doesn't follow the forestry plan. Some of these folks think that the cutting has been done to accommodate the wind project which is absolutely not true. The others think we are getting rich from logging this parcel of 107 acres. It is quite obvious they know nothing about timber value. With a forestry plan that is put in place to benefit both future timber growth and wildlife there are a lot of junk trees that need to be removed along with clear cut patches. No one knows timber better than Russell Reay and his reputation for integrity and honesty is unmatched.

That said, I believe that the logging on our part will be finished by the end of August and as stated before; the road will be better or as good as, prior to



# EXHIBIT F

**EASEMENT AGREEMENT**  
**Draft 3/2/12**

THIS EASEMENT AGREEMENT is entered into as of \_\_\_\_\_, 2012 by and between William T. Greene, et al [add partners names and addresses], (collectively, "Owner") and Grandpa's Knob Windpark, LLC, a Vermont limited liability company with a place of business in Manchester, Vermont (the "Developer"). Owner and Developer are sometimes herein together referred to as the "Parties" and individually as a "Party".

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and Developer hereby agree as follows:

1. **Definitions.** The following terms shall have the following meanings when capitalized in this Agreement:

"Access Easement" means the Easement described in Section 2.1.3 of this Agreement.

"Agreement" means this Easement Agreement, including all exhibits hereto, as the same may be amended or supplemented from time to time.

"Easements" shall mean the collective reference to the easements described in Section 2.1 of this Agreement, including the Wind Development Easement, the Access Easement, the Substation Easement, and the Transmission Easement.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Evaluation Period" means the period commencing on the Effective Date and ending on the sooner to occur of (a) December 31 of the calendar year that includes the fourth (4<sup>th</sup>) anniversary of the Effective Date (provided that Developer shall have the option to extend the Evaluation Period for an additional two (2) years by giving Owner written notice prior to the end of the initial term of said Evaluation Period, and further provided that if Developer is actively engaged in the development of a Wind Power Facility on the Property at the expiration of such term as extended, Developer shall have the option to extend the Evaluation Period for two additional two (2) year terms by giving Owner written notice) or (b) the date on which the Operating Period commences.

"Hazardous or Toxic Substances or Materials" has the meaning as those terms are defined in any federal or state law, statute, or local ordinance.

“

"Operating Period" means the period commencing on the earlier of the date in the Evaluation Period when Developer (a) commences site work for on access road

for the installation of WTGs or for a substation, Transmission Facilities as provided for in this Agreement or (b) notifies Owner in writing that Developer elects to begin the Operating Period, and which shall extend the Easements and this Agreement for one (1) twenty (20) year period commencing on the date of the commencement of such installation or the date specified in such notice, as applicable (provided that Developer shall have the option to extend such twenty (20) year period for an up to an additional thirty (30) years by giving Owner written notice prior to the end of the initial twenty (20) year period), provided, further, that the entire period that this Agreement shall be in effect shall be less than fifty (50) years.

“Payment Agreement” means the “Operating Period Payment Agreement”, dated the date of this Agreement between the Parties as the same may be amended or supplemented from time to time.

“Property” means that certain real property described in Exhibit A hereto.

“Substation Easement” means the Easement described in Section 2.1.4 of this Agreement.

“Transmission Easement” means the Easement described in Section 2.1.2 of this Agreement.

“Transmission Facilities” means facilities for the collection, step-up, step-down, distribution and sale of electricity and for communications in connection with the WTGs, including transmission lines, telecommunications equipment, energy storage facilities, interconnection and/or switching facilities, and any related or associated improvements, fixtures and equipment.

“WTG” means wind power generating turbines and their associated towers and foundations.

“Wind Development Easement” means the Easement described in Section 2.1.1 of this Agreement.

“Wind Power Facilities” means anemometers, wind and weather monitoring facilities, WTGs, power generation facilities to be operated in conjunction with WTG installations, Transmission Facilities, utility lines and installations, roads, bridges, culverts and erosion control facilities, staging and laydown areas, signs, fences, gates, other safety and protection facilities, and any other improvements, fixtures, and equipment, whether temporary or permanent, that are related thereto or associated therewith to be located on that portion of the Property as approximately indicated on the map attached as Exhibit A hereto.

## **2. Grant of Easements.**

2.1 Owner hereby grants and conveys to Developer the following Easements on, over, above, under, through and across the Property:

2.1.1 An exclusive Wind Development Easement for the free and unobstructed flow of wind, wind resource evaluation, using the wind, wind energy development, energy collection, distribution and transmission, and related wind energy development uses, including the installation, alteration, removal, and replacement, and the use, maintenance, repair and operation of Wind Power Facilities. Developer shall be entitled to determine the size, type, manufacturer and location of the Wind Power Facilities within the area shown on the map attached as Exhibit A hereto at its sole discretion.

2.1.2 A non-exclusive Transmission Easement for the installation, alteration, removal, and replacement, and the use, maintenance, repair and operation of, underground and aboveground Transmission Facilities, no more than one hundred twenty-five (125) feet in width for the location of power lines incidental to the Wind Power Facilities, including transmission of electric power to the electric grid, at such locations on the Property as Developer shall determine.

2.1.3 A non-exclusive Access Easement in common with Owner, and Owner shall have the right to create additional tenancies in said rights-of-way and Access Easement, for vehicular and pedestrian access to, from and over the Property, at such locations on the Property as Developer shall determine, for purposes related to or associated with Wind Power Facilities installed or to be installed on the Property, on adjacent property or elsewhere, which, without limiting the generality of the foregoing, shall entitle Developer to construct, alter, use, maintain, repair and improve any existing and future roads and access routes (a) from time to time located on or providing access to the Property, (b) across any other property owned by Owner and (c) across any access routes over which Owner has the right to travel. Developer shall be responsible for maintenance of such access road with the understanding that other persons currently may now use and maintain the road and in the future may continue to use the road that Developer will maintain. Any party causing damage to the road will be responsible for repair of such damage.

2.1.4 An exclusive Substation Easement of not more than one-half acre on the Property for the installation, alteration, removal and replacement and the use, maintenance, repair and operation of a substation on the Substation Easement for the purpose of voltage adjustment involved in transmitting the electric power generated by the Wind Power Facilities to the electric grid. The substation shall consist of such buildings, improvements, fixtures and equipment, foundations and footings, as the Developer may determine from time to time are necessary for the purpose of operating the substation and shall be located on the Property as the Developer shall determine.

2.1.5 An exclusive easement to permit the Wind Power Facilities located on the Property, on adjacent property or elsewhere to affect the Property, including without limitation visual and non-visual and audible and non-audible effects.

2.1.6 An easement to undertake such other activities that Developer determines are necessary in connection with, and incidental to, any of the foregoing Easements, including the right to trim cut and remove at all times, such trees and underbrush as in the judgment of Developer is reasonable. All usable timber or wood products may be removed but will remain the property of the Owner; any slash or wood left on site shall be chipped or cut.

2.2 Owner will designate and include on the map attached hereto as Exhibit A any areas from which Developer shall be excluded from locating transmission or substation facilities, roads, trails, etc. referred to in Sections 2.1.2, 2.1.3, and 2.1.4 above.

2.3 Developer shall advise Owner whether it will utilize any of the Transmission, Access, and Substation Easements prior to commencement of any site preparation for such Easements and shall consult with Owner as to the location of each such Easement it plans to utilize so as to reasonably minimize materially adverse impacts on Owner as a result of this Agreement.

2.4 The Easements granted by Owner in this Agreement are easements in gross, and not appurtenant to any particular lands or estates or interests in lands. As between the Property and other tracts of property on which Developer may locate WTGs, no tract is considered dominate or servient to the other, and the Easements and other rights granted to Developer herein are personal to Developer for the benefit of Developer, as owner of the Easements.

2.5 Developer may install for reasonable safety and security purposes, signs limiting or prohibiting trespassing, hunting, "off-roading," snowmobiling, and/or other recreational activities within areas immediately around existing or planned Wind Power Facilities.

### **3. Payments to Owner.**

3.1 Evaluation Period Payments. Developer shall pay to Owner \$2,000 for the period ending on December 31 of the calendar year that includes the first (1st) anniversary of the Effective Date; and \$2,000 per year escalated at 2.5% per annum for the remaining term of the Evaluation Period. The Evaluation Period payments will be made quarterly in arrears during each year of the Evaluation Period, and paid to Owner by not later than March 31, June 30, September 30, and December 31, as applicable, of each such year.

3.2 Operating Period Payments. Commencing on the last day of the first quarterly calendar period to occur after the commencement of the Operating Period and continuing thereafter until this Agreement expires or is terminated, Developer shall make the Operating Period Payments to Owner in accordance with the Payment Agreement.

**4. Developer's Covenants. Developer covenants to Owner as follows:**

4.1. Payment of Taxes. Developer shall be responsible for (i) any personal property taxes levied against the Wind Power Facilities and other improvements installed by Developer pursuant to this Agreement, (ii) any increase in real property taxes levied against the Property as a result of Developer's installation of Wind Power Facilities on the Property and other improvements installed by Developer pursuant to this Agreement, subject to Developer's right, at its expense, but with Owner's cooperation, to contest such taxes, including any Land Use Change tax resulting from any portion of the Property being deemed developed under Vermont's Use Value Appraisal program, any increase in property taxes payable by the Owner over that which Owner would have been liable for had the Property remained in the "current use" program, and any reasonable costs associated with re-establishing a new "current use" program for any of the remaining Property eligible for use value appraisal and (iii) any transfer taxes due as a result of the execution and delivery of this Agreement. Owner agrees to cooperate as requested by Developer in the filing of any tax returns by Developer. Developer's obligations hereunder shall not include any recaptured taxes attributable to any period prior to the Effective Date or any penalties or interest thereon. Owner shall pay all taxes attributable to Owner. The Owner shall provide prior written notice to the Developer of any petition or notice to the Vermont Department of Taxes in connection with the fair market value of any Property no longer eligible for use value appraisal resulting from the granting of the Easements or the exercise of Developer's rights under this Agreement and will promptly furnish to the Developer copies of all notices and assessments received by it in connection with such fair market determination and any Land Use Change Tax.

To the extent permitted by law, Developer shall be billed directly by the taxing authority and be responsible for all taxes referenced in this section. If Developer cannot be billed directly by the taxing authority, Owner shall, upon receipt, forward to Developer a copy of the tax bill so that Developer may timely pay the taxes as provided herein and appeal or contest any tax in a timely fashion, and the Developer shall pay on or before the due date all such taxes as finally determined to be due and any penalties and interest incurred through the failure of the Developer to make such timely payment.

4.2. Procurement of Permits and Approvals. Developer will be responsible for obtaining all permits and approvals required from any governmental agencies or authorities in connection with the granting of and exercise of all rights under this Agreement and Developer's construction and operation of the Wind Power Facilities.

4.3. Requirements of Governmental Agencies. Developer shall comply in all material respects with all valid laws, permits, approvals or consents applicable to the Wind Power Facilities and other improvements installed by Developer pursuant to this Agreement, but shall have the right, in its sole discretion and at its sole expense, in its

name or in Owner's name, to contest the validity or applicability of any law, ordinance, order, permit, approval, consent, rule or regulation of any governmental agency or entity applicable to the Wind Power Facilities and the Easements, unless, if adversely determined, it would have a material adverse effect on the Owner or Owner's interest in the Property, provided that any contest, irrespective of its effect on the Owner, shall be permitted if the Developer provides a bond or other security as Owner may reasonably request. Developer shall control any such permitted contest and Owner shall cooperate with Developer in every reasonable way in such contest, at no out-of-pocket expense to Owner.

4.4 Mechanics' and Construction Liens. Developer shall not permit any mechanics' or construction liens to be filed against the Property as a result of Developer's use of the Property pursuant to this Agreement. If Developer wishes to contest any such lien, Developer shall, within sixty (60) days after it receives notice of the lien, provide a bond or other security as Owner may reasonably request, or remove such lien from the Property pursuant to applicable law.

4.5 Insurance. Developer agrees to maintain liability insurance (property damage and personal injury) in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate covering its use and operations on the Property. Owner shall be named as an additional insured at all times that Developer is engaged in construction or operation of Wind Power Facilities on the Property and Developer shall provide Owner with a Certificate of Insurance as evidence thereof. Such insurance policy shall provide that it shall not lapse or be cancelled, materially changed or not renewed, without at least thirty (30) days prior written notice ( or ten (10) days notice if such cancellation is due to failure to pay premiums) to Developer and Owner.

4.6 No Obligation To Develop. Nothing in this Agreement or the Payment Agreement shall be construed as requiring Developer to undertake operation of any Wind Power Facilities on the Property or elsewhere or prohibit Developer from removing Wind Power Facilities from the Property. If no WTGs are installed on the Property, Developer may keep this Agreement in place for the Operating Period by paying Operating Period Payments as specified in the Payment Agreement. Developer shall retain title to all building, improvements and equipment that comprise the Wind Power Facilities or that it installs pursuant to this Agreement and shall have the right to remove any of them from the Property at any time.

4.7 Indemnification. Developer shall indemnify Owner against any loss or liability of Owner that results from any third-party claim for personal injury or property damage resulting from Developer's negligent actions or inactions in its exercise of its rights hereunder.

**5. Hazardous or Toxic Substances or Materials.** Owner represents and warrants to Developer that to the best of Owner's knowledge:

(a) there are no undisclosed Hazardous or Toxic Substances or Materials undisclosed abandoned wells, undisclosed solid waste disposal sites or undisclosed underground storage tanks located on the Property;

(b) the Property is not in violation of any environmental or land use law;

(c) the Property is not subject to any judicial or administrative action, or order under any environmental or land use law; and

(d) to the best of Owner's knowledge, the Property is not subject to any investigation under any environmental or land use law.

Owner and Developer each warrant to the other that it has done nothing and will do nothing to contaminate the Property with Hazardous or Toxic Substances or Materials. If Owner or Developer breaches its warranty or representation herein, or if a release of a Hazardous or Toxic Substance or Material is caused or permitted by Owner or Developer or its respective agents, employees or contractors which results in contamination of the Property, then the breaching Party or Party causing or permitting such release shall indemnify, defend, protect and hold the other Party and that Party'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 release. This indemnity shall include, without limitation, 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.

**6. Owner's Representations, Warranties and Covenants.**

6.1 Owner's Representations and Warranties: Except as otherwise disclosed in writing by Owner to Developer prior to the Effective Date, Owner makes the following representations and warranties to Developer, all of which shall be true, correct and complete as of the Effective Date:

6.1.1 Title to Property. Owner is the sole owner of the Property in fee simple and holds marketable title to the Property according to Vermont law. Owner has not transferred or encumbered in any way its title to the Property, except as disclosed on Exhibit A hereto. Owner has not received any notice (orally or in writing) from any third party of any claim adverse to Owner's upon the Property. Owner and each person signing this Agreement on behalf of Owner has the full and unrestricted power and authority to execute and deliver this Agreement and grant the Easements and rights herein granted. All persons having any ownership interest in the Property (including spouses) have signed this Agreement. Each spouse signing this Agreement agrees that any rights of community property, homestead, dower, contribution, and the like shall be subject and subordinate to this Agreement and the Easements and other rights granted hereby. Owner hereby releases and waives all rights under and by virtue of any applicable homestead exemption laws as to the Easements and other rights granted hereunder. Owner is not the subject of any bankruptcy, insolvency or probate proceeding.

6.1.2 Liens and Tenants To the best of Owner's knowledge, there are no liens, encumbrances, leases, fractional interests, mineral or oil and gas rights, or other exceptions to Owner's fee title ownership of the Property or otherwise burdening the surface estate of Owner in the Property, except as set forth on Exhibit A hereto. Owner has not received any notice (orally or in writing) from any third party of any adverse claim or encumbrance burdening the Property. There are no tenants on the Property, except as set forth on Schedule A hereto.

6.2. Owner's Covenants. Owner covenants the following to Developer:

6.2.1 No Interference. Developer shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement without any suit, trouble or interference of any kind by Owner or any other person or entity, and Owner shall protect and defend the right, title and interest of Developer hereunder from any other rights, interests, title and claims. Without limiting the generality of the foregoing:

(a) Owner, its lessees, tenants and licensees may use the Property for any purpose, so long as it and they do not interfere with or materially increase the costs associated with any Wind Power Facilities or the exercise by Developer of any other rights given to it hereunder. In no event during the term of this Agreement shall Owner construct, build or locate or allow others to construct, build or locate any WTGs or any similar project on the Property. Owner agrees, at Developer's request and expense, to post "No Trespassing" or similar signs on the Property or on other property owned by Owner through which persons may access the Property, and to take other safety and security measures as reasonably required by permit condition.

(b) If Owner fails to pay the taxes or any other monetary obligations for which it is responsible hereunder, or otherwise defaults under this Agreement, then, in addition to its other rights and remedies, Developer shall have the right to pay such taxes and other obligations, and/or cure any such default, by any appropriate means; and the cost thereof shall be reimbursed to Developer by Owner within thirty (30) days. Developer may offset such cost against any amounts owed by it to Owner.

(c) Owner shall cooperate with Developer in obtaining prior to the Effective Date a nondisturbance agreement, consent, or subordination agreement, in form and substance satisfactory to Developer, from each mortgagee and lien or other holder of an interest (recorded or unrecorded) of or in the Property.

6.2.2 Waiver of Setback Requirements. If the location of any Wind Power Facilities or other improvements to be installed or constructed by Developer on the Property or any adjacent properties along or near property lines is limited or restricted by private agreements or restrictions or law, Owner hereby waives such private limitations and restrictions and waives any right to claim damages in respect of, or otherwise to prosecute, any violation by Developer of any limitation or restriction described above.

7. Encumbrances. Developer shall have the right, to the extent rights and interests are conveyed by this Agreement, at any time and from time to time to mortgage or otherwise encumber to any party providing financing for any of Developer's or its affiliates' projects, without the consent of Owner, all or any part of Developer's rights and interests under this Agreement, in the Easements and/or in any Wind Power Facilities or other improvements. Any such mortgage or encumbrance shall burden only the easement estate in the Property. Owner hereby consents to recordation of the interest of the mortgagee. Within thirty (30) days after receipt of a written request made from time to time by Developer, Owner shall enter into any reasonable consent and non-disturbance agreement with any mortgagee, stating that Owner shall recognize the rights of the mortgagee and not disturb its possession of the Property so long as it is not in default under this Agreement, and stating such other things as such mortgagee may reasonably request.

## 8. Defaults; Termination.

8.1 Defaults. Each of the following events shall constitute an event of default by a Party and shall permit the non-defaulting Party to terminate this Agreement and/or pursue all other appropriate remedies available at law or equity: (i) the failure by either Party to pay amounts required to be paid hereunder when due, and such failure has continued for thirty (30) days after written notice from the other Party; or (ii) the failure by either Party to perform any other material agreement set forth in this Agreement, and such failure has continued for thirty (30) days (or such longer period of time as may reasonably be required to cure such failure, if such failure cannot reasonably be cured with a thirty (30) day period) after written notice from the other Party.

8.2 Termination by Developer. Developer may for any reason terminate this Agreement and the Easements or any part thereof at any time, as to all or any part of the Property, by giving Owner written notice thirty days in advance; and, in such event, if such termination is for the entire Agreement, during the Evaluation Period, Developer shall pay Owner a termination fee equal to the evaluation period payment, pursuant to Section 3.1 of this Agreement, then applicable to a three (3) month time period, except that payment shall continue until the removal of all facilities and improvements is completed as per Section 8.3 should such removal take longer than three (3) months. In the event Developer terminates the entire Agreement during the Operating Period, it shall pay Owner the Payment I then applicable, as set forth in the Payment Agreement until the removal of all facilities and improvements is completed as per Section 8.3. Upon such termination, except for rights and obligations that survive termination as set forth herein, Developer shall have no further liability hereunder with respect to the terminated Easement(s) or the portion of the Property as to which this Agreement and the Easement(s) have been terminated.

8.3 Surrender of Property. Upon the expiration or earlier termination of this Agreement, Developer shall return the Property to Owner. Developer agrees to remove all Wind Power Facilities, buildings, substations, transmission lines and other improvements owned by Developer on the Property (provided that all footings and foundations shall only be removed to a depth of two (2) feet below the surface of the ground and shall be covered with soil) within one hundred eighty (180) days after the date of such expiration or earlier termination. Developer will not be required to replace trees removed or to remove roads constructed. Owner shall not disturb any Wind Power Facilities, buildings, substations, transmission lines or other improvements during such period.

8.4. Waiver of Indirect and Punitive Damages. Neither Party shall be liable for loss of rent, business opportunities, or profits or for any other indirect, special, or consequential damages, or for punitive damages, in either case that may result from any breach of this Agreement or, in the case of Developer, from the use and conduct of operations on the Property.

9. Condemnation. Should title to or possession of all of the Property be taken in condemnation proceedings, or should a partial taking render the remaining portion of the Property unsuitable for Developer's use (as determined by Developer), then this Agreement shall terminate upon such vesting of title or taking of possession. Owner shall be entitled to all portions of the award, except for any portion of the award that is attributable to the Wind Power Facilities or Developer's rights and improvements made under this Agreement, which portion shall be paid to Developer. Developer shall have the right to participate in any settlement proceedings, and to consent to any settlement. In the event that title to or possession of part of the Property is taken in condemnation proceedings and this Agreement remains in effect, then there shall be an equitable reduction in the Operating Period Payments set forth in the Payment Agreement.

**10. Miscellaneous.**

10.1 Assignment. Developer shall at all times have the right, to the extent rights and interests are conveyed by this Easement Agreement, to sell, assign, encumber, transfer, or grant subordinate rights and interests (including subeasements and licenses) in the Easements and/or any or all of its other rights and interests under this Agreement, in each case without Owner's consent; provided, however, that any and all such transfers shall be subject to all of the terms of this Agreement. The Developer shall notify the Owner of any such sale, assignment, transfer or grant within 30 days of the effective date. No such sale, assignment, transfer, or grant shall relieve Developer of its obligations under this Agreement unless Developer assigns its entire interest hereunder. The burdens of the Easements and other rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its successors, heirs, legal representatives, assigns, permittees, licensees, lessees, employees, and agents. The Easements and the other rights of Developer hereunder shall inure to the benefit of Developer and its grantees, successors, assigns, permittees, licensees, lessees, employees and agents. The rights of Owner hereunder shall inure to the benefit of Owner's heirs, legal representatives and successors.

10.2 Tax Credits. If under applicable law Developer is ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Developer's option, Owner and Developer shall amend this Agreement or replace it with a different instrument so as to convert Developer's interest in the Property to a substantially similar interest that makes Developer eligible for such tax credit, benefit or incentive, provided that such amendment or replacement shall not materially change any of the provisions to Owner's detriment

10.3 Notices. All notices or other communications required or permitted hereunder, including notices to mortgagees, shall, unless otherwise provided herein, be in writing, and shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed to Owner at Owner's address or to Developer at Developer's address set forth below. A party may change its address at any time by giving written notice of such change to the other party in the manner provided herein. Notices sent by certified mail shall be deemed given on the date of delivery or attempted delivery as shown on the return-receipt. Notices sent by personal delivery or courier service shall be deemed given on the date of delivery or refusal to accept delivery.

Developer: Grandpa's Knob Windpark LLC

[add address]

Owner: William T. Greene  
Biddie Knob Road  
Hubbardton, VT  
[Add address]

10.4 Notification of Access to Property: Developer will endeavor to the extent reasonably practical to notify Owner in writing of employees and contractors who will require access to the Property, including Wind Power Facilities located thereon, with emergency conditions excepted. It is understood that during the construction phase advance notice and identification of such employees and contractors is unduly burdensome to the Developer and therefore this requirement is waived at that time.

10.5 Hunting on Property: No employees or contractors of Developer will hunt on the Property without prior written permission from the Owner.

10.6 Further Assurances; Cooperation. Owner shall fully support and cooperate with Developer in the conduct of its use, operations and the exercise of its rights hereunder (including with Developer's efforts to (i) obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, or other right or (ii) sell any Wind Power Facilities, assign or otherwise transfer all or any part of or interest under this Agreement or obtain any financing), and Owner shall perform all such acts as Developer may reasonably specify to fully effectuate each and all of the purposes and intent of this Agreement. Developer agrees to pay Owner's reasonable out of pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this Section.

10.7 No Waiver; No Abandonment. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement. Further, (i) no act or failure to act on the part of Developer shall be deemed to constitute an abandonment, surrender or termination of any Easement, except upon recordation by Developer of a quitclaim deed or release specifically conveying such Easement back to Owner, (ii) nonuse of the Easements shall not prevent the future use of the entire scope thereof; and (iii) no use of or improvement to the Property, and no transfer under Section 10.1 or otherwise, shall, separately or in the aggregate, constitute an overburdening of the Easements or any thereof.

10.8 Confidentiality. Owner shall maintain in the strictest confidence (i) the terms of (including the amounts payable under) this Agreement and the Payment Agreement, (ii) any information regarding Developer's Wind Power Facility operations and (iii) any other information that is proprietary or that Developer requests be held confidential, in each such case whether disclosed by Developer or discovered by Owner.

10.9 Entire Agreement. This Agreement, together with its attached exhibits, schedules and any Addenda, contains the entire agreement between the Parties with respect to the subject matter hereof, and any prior or contemporaneous agreements shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the Parties.

10.10 Governing Law. The provisions of this Agreement shall be interpreted in accordance with the laws of the State of Vermont without reference to choice of law principles that might direct the application of the law of another jurisdiction.

10.11 Interpretation. The Parties agree that the provisions of this Agreement embody their mutual intent and that such provisions are not to be construed more liberally in favor of, or more strictly against, either Party.

10.12 Partial Invalidity. Should any provision of this Agreement, or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law.

10.13 Counterparts; Facsimiles. This Agreement may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party shall be entitled to rely upon executed copies of this Agreement transmitted by facsimile to the same and full extent as the originals.

10.14 Memorandum. The Parties shall execute and record a redacted version of this Agreement in the municipal land records. The Parties shall execute an amendment to the memorandum in each instance as reasonably requested by Developer, or if this Agreement is terminated pursuant to Section 8.2.

10.15 No Brokers. Each party warrants that it has not engaged or dealt with any broker, finder or other person entitled to a fee in connection with any of the transactions contemplated hereby.

10.16 Other General Provisions. Subject to Section 7, the covenants contained herein are made solely for the benefit of the Parties, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landowner and easement grantee. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof. If Owner consists of more than one

person or entity, then (a) each reference herein to "Owner" shall include each person and entity signing this Agreement as or on behalf of Owner and (b) the liability of each such person and entity shall be joint and several. If this Agreement is not executed by one or more of the persons or entities comprising Owner herein, or by one or more persons or entities holding an interest in the Property, then this Agreement shall nonetheless be effective, and shall bind all those persons and entities who have signed this Agreement. Developer's shareholders, directors, officers, partners and members shall not have any personal liability for any damages arising out of or in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**OWNER**

\_\_\_\_\_  
William T. Greene

STATE OF VERMONT  
COUNTY OF RUTLAND, SS:

At \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me William T. Greene, and he acknowledged the foregoing instrument by him sealed and subscribed to be his free act and deed.

Before me: \_\_\_\_\_  
Notary Public  
Commission expires:

**OWNER [note: we will add a signature block for each owner]**

\_\_\_\_\_

STATE OF VERMONT  
COUNTY OF RUTLAND, SS:

At \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me, and \_\_\_ acknowledged the foregoing instrument by \_\_\_ sealed and subscribed to be \_\_\_ free act and deed.

Before me: \_\_\_\_\_  
Notary Public

Commission expires:

**DEVELOPER**

Grandpa's Knob Windpark, LLC

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

STATE OF VERMONT  
COUNTY OF RUTLAND, SS:

At \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, \_\_\_\_\_ and the duly authorized representative of Grandpa's Knob Windpark, LLC, and he acknowledged the foregoing instrument by him sealed and subscribed to be his free act and deed and the free act and deed of Grandpa's Knob Windpark, LLC.

Before me: \_\_\_\_\_  
Notary Public  
Commission expires:

Exhibit A to EASEMENT AGREEMENT

**DESCRIPTION OF THE PROPERTY** including the map of the Property showing the approximate location of the Wind Power Facilities and a listing of any liens, encumbrances or other interests on the Property

## OPERATING PERIOD PAYMENT AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between \_\_\_\_\_ (collectively, the "Owner"), and Grandpa's Knob Windpark, LLC, a Vermont limited liability company (the "Developer").

WHEREAS, Owner and Developer have entered into an Easement Agreement, dated as of the date hereof (the "Agreement"), incorporated herein by reference, including, without limitation, terms defined therein; and

WHEREAS, as additional consideration for the Agreement, the Owner and Developer are entering into this Operating Period Payment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Operating Period Payments, shall be made quarterly in arrears on each quarterly payment date described in the Agreement ("Quarterly Payment Date").

1.1. For WTGs installed on the Property, with installation being the date when all blades have been attached to all WTGs being located on the Property, the Operating Period Payments will be the greater of **Payment I or Payment II**, for the applicable quarter, as calculated below. All calculations of the Operating Period Payment shall be performed by Developer and shall be provided to Owner in reasonable detail with any accompanying payment due to Owner. By January 31 of each calendar year during the Operating Period, Developer will provide to Owner a statement reconciling each of Payment I and Payment II for the prior calendar year and indicating whether on an annual basis for such prior year Payment I or Payment II was greater. To the extent that the quarterly payments made to Owner during such prior calendar year were less than the greater of Payment I or Payment II, then on the next Quarterly Payment Date, Developer shall pay such deficiency to Owner. To the extent that the quarterly payments made to Owner during such prior calendar year were greater than the greater of Payment I or Payment II, then on the next Quarterly Payment Date, Developer shall be entitled to set off such difference against the amount otherwise due hereunder to Owner on such date.

### **Payment I**

Payment I is comprised of a Nominal Payment of \$40,000 per annum to be pro-rated accordingly for any partial quarterly period in which WTGs are not installed on the Property. This amount to be increased 3% per annum.

### **Payment II**

Payment II is a royalty payment equal to three percent (3%) of the gross revenues generated solely from the sale of electricity, capacity and renewable energy certificate produced by the

Project in the preceding quarter factored for the nameplate capacity of WTGs installed on the Property.

1.2 For Access Easement Payments: Developer shall pay to Owner \$5,000 per mile per annum for the Access Easement described in Section 2.1.3 of the Agreement, commencing on the date that site work commences for construction of access roads on the Access Easement.

1.3 For purposes of determination of Payment II, "Project" means the approximately 40MW (more or less) Grandpa's Knob Windpark Project of Developer.

*Remainder of Page Intentionally Left Blank  
Next Page Signature Page*

IN WITNESS WHEREOF, the parties have executed this Operating Period Payment Agreement as of the date set forth above.

**OWNER**

\_\_\_\_\_  
William T. Greene

STATE OF VERMONT  
COUNTY OF RUTLAND, SS:

At \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me William T. Greene, \_\_\_\_\_ and they acknowledged the foregoing instrument by him sealed and subscribed to be his free act and deed.

Before me: \_\_\_\_\_  
Notary Public  
Commission expires:

**OWNER**

\_\_\_\_\_

STATE OF VERMONT  
COUNTY OF RUTLAND, SS:

At \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me, and \_\_\_ acknowledged the foregoing instrument by \_\_\_ sealed and subscribed to be \_\_\_ free act and deed.

Before me: \_\_\_\_\_  
Notary Public  
Commission expires:

**DEVELOPER**

Grandpa's Knob Windpark, LLC

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

STATE OF VERMONT  
COUNTY OF RUTLAND, SS:

At \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, \_\_\_\_\_ and the duly authorized representative of Grandpa's Knob Windpark, LLC, and he acknowledged the foregoing instrument by him sealed and subscribed to be his free act and deed and the free act and deed of Grandpa's Knob Windpark, LLC.

Before me: \_\_\_\_\_  
Notary Public  
Commission expires:

# EXHIBIT G



REUNION POWER  
May 22, 2012

Mr. Derek Saari

Dear Derek:

I am I receipt of your letter of May 16 and I am very surprised at your message with regards the Estoppel Certificate and the Wind Project.

Given the cordial manner of our discussions and correspondence to date we were completely unaware of your impending change of heart.

Payment of the revised Evaluation Period Payment to include the annual escalation has been made as of today to all landowners (in your case in the amount of \$13.46). My sincere apologies for the delays in processing this and this will not happen again.

As to the other matters in your letter and the Wind Project overall I think it would be only fair and appropriate that we meet face to face. I am available to do that at your soonest.

Derek, you have been a part of the Project for some time and I think it is worth the time and effort to talk and get to the bottom of the matter and openly discuss all points including potential new ideas.

Kindly propose a time and place where we can meet.

Regards,

  
Steve Eisenberg.

PO Box 2049  
82 Elm Street  
Manchester Center, VT 05255  
[www.reunionpower.com](http://www.reunionpower.com)

# EXHIBIT H

May 31, 2012

Corsones & Corsones  
Attn: Christopher Corsones



RE: Derek Saari Wind Development Easement

Dear Mr. Corsones,

I have received a response to my May 16, 2012 letter to Reunion Power declining my signature on the Estoppel Certificate and the request to terminate the Easement Agreement dated June 18, 2007. Reunion's response letter is dated May 22, 2012 and was sent by certified mailing and received by me, on May 29, 2012. I have attached Reunion's letter for your review, as well as, other pertinent attachments that continue to support the findings in my original letter to Reunion dated May 16, 2012 and my desire to terminate the Easement Agreement. The intent of this letter is to comment upon Reunion's May 22, 2012 response letter and to integrate the other attachments into a larger, on-going ethical issue that I would like to bring to your attention. The alleged ethical issue was never mentioned within my May 16, 2012 letter, even though, I had enough awareness to write confidently regarding the facts that I have obtained regarding this disturbing and inequitable method of business management on the part of Mr. Steven Eisenberg and his Reunion employee(s), namely Mr. Rob Howland.

In response to the first paragraph, Mr. Eisenberg clearly did not even proof read his letter as evident within the very first few words and near the end of the paragraph. Several grammatical deficiencies are apparent. I understand that is not a substantial issue overall, although it further exemplifies the lack of proper due diligence and care on such an important letter that I wrote. Very surprising, given the factual tone of my letter, that incorporates little to no emotion, which conversely, Mr. Eisenberg portrays in his letter, that Reunion did not have their counsel prepare their response. Mr. Eisenberg, within the first paragraph does not see the issues raised regarding the Estoppel Certificate, as well as, the other material defaults.

In response to the second paragraph, I am a cordial and respectful individual who has entered into a contract that is now nearing five years. I have brought documented issues to Reunion's attention pursuant solely to the Easement Agreement. Reunion never follows through on any of these requests. I have entered into long-term partnership whereby the other partner is faltering on a consistent basis. The term "change of heart" is an emotional term applied by Mr. Eisenberg. The basis for my termination was clearly outlined in my May 16, 2012 letter. Reunion totally ignores me as a partner now, how can I ever trust them to fulfill future obligations during and post-construction as outlined within the already defaulted Easement Agreement.

In response to the third paragraph, I will be utilizing the other attachments to support the allegations of unethical and unmoral business transactions by Reunion. I absolutely understand that this claim is serious on my behalf and I fully bear and shoulder the burden of demonstrating factual support of such a serious allegation. I also have full support to utilize documents that were part of the negotiations that Bill Greene commenced with Reunion on behalf of the owners of land referred to as Burke et al. These documents support my claims of unethical and unmoral business transactions by Reunion and the documents infuriate me as an equal landowner and partner to this project.

First and getting back to the third paragraph, Reunion makes a statement in part reading “(in your case in the amount of \$13.46)”. This statement collides with my larger ethical argument. I am totally confused why my case of overdue payment is any different than the other landowners to which I would like to refer as “equal partners”. All landowners are equal partners relative to payments during the Evaluation Period Payment in accordance with Section 3.1 of the Easement Agreement. Even if the landowner(s) property was utilized in the support of any of the listed Wind Power Facilities as defined in Section 1 of the Easement Agreement, the Evaluation Period Payment remains the same as cited in Section 3.1. The best example is the installation of a MET Tower which would be installed during the Evaluation Period to evaluate numerous weather data conditions. The Evaluation Period Payment remains the same. Also, I have no intentions of cashing the check.

Landowners are only paid differently based upon their land to support the construction of wind power generating turbines, which is referred to as, “WTG” within Section 1 of the Easement Agreement. The later payments are referred to under Section 3.2 of the Easement Agreement and are further codified within the separate document entitled “Operating Period Payment Agreement”. It only makes logical business sense that not all properties subject to the wind development proposal can support equal number of constructed turbines. As a result, and as should occur, landowners with larger properties should be paid more in accordance with Section 3.2 and the above referenced Operating Period Payment Agreement. Also, if the Developer also chooses to use existing constructed roadways on a landowner(s) property, monetary consideration should occur but again, only during the Operating Period and the linear foot rate should be equal for all such cases.

In recapping, there shall be no such case of differentiating Payment(s) made to any landowner by Reunion during the Evaluation Period Payment in accordance with the language as cited within the Easement Agreement. It took almost 9 months for me to sign the Easement Agreement with Noble. During this time, Mr. Rob Howland worked for Noble and is currently retained by Reunion. Mr. Howland on numerous occasions stated that these above-mentioned Payments can not be altered and are the same for all landowners, as I have described above. I entered into this Easement Agreement with the support of my counsel, Mr. Jenkins in part because of the numerous statements made by Mr. Howland during those 9 months. Mr. Jenkins and I asked on numerous occasions if portions of the then draft Easement Agreement could be altered. Mr. Howland stated that

many Sections within the draft would never be up for modification consideration including any Payment due under either the Evaluation or Operation Period. At least I had the comfort in knowing that all landowners were being treated equal in accordance with the Payments and no side bar arrangements were being fostered that would create an uncompetitive disadvantage amongst landowners. Landowners, such as me, may have incorporated material items into the Easement Agreement, such as a survey, additional clearing, retention of timber, or the application of additional gravel to existing roads, but these examples are not continued monetary payments for the life of the Easement Agreement, only one-time obligations born upon the Developer should they agree to such terms.

I have recently learned within the last two months that Reunion was under investigation in the State of New York. The New York State Attorney General, Andrew Cuomo, mandated that 16 wind energy businesses in New York sign the newly created "Wind Industry Ethics Code" in July of 2009 (see attached newspaper article entitled "Wind Farms Sign AG's Ethics Code", dated July 30, 2009). Some of the main reasons this document was produced was because of allegations that the companies improperly obtained land-use agreements, influenced public officials with "improper benefits" and entered into *anti-competitive* agreements. As is stated in the article, the only company not to initially sign was Reunion, who REFUSED to sign the document. The New York AG's Office had to subpoena Reunion to sign.

Reunion put out a press release (see attached press release dated January 11, 2010), stating that the subpoena was withdrawn and that Reunion "unintentionally" missed the AG's signature deadline. According to the AG, Reunion intentionally refused to sign, big difference. Reunion also states within the release that the company employs "business practices in regards to open disclosure and fair dealings".

The above statements tie into the negotiations dealing with Bill Greene who represented the other landowners under Burke et al and Reunion. Mr. Greene has given me full disclosure to share this information with you and he can be reached at 273-3899 if further verification is necessary. As I stated in previous conversations, Mr. Greene and his partners, have declined to sign the Easement Agreement with Reunion. The draft Easement Agreement was under the name, Greene et al. As such, the sharing of this information does not violate the Confidentiality Section in 10.8 of the Easement Agreement. Mr. Greene's Confidentiality Section may or not be numbered the same as mine but it is one of those Sections that is mandatory and can not be modified.

Mr. Greene and his partners declined under Noble's ownership to sign early on in the process. Upon purchase by Reunion, negotiations were resumed by both Mr. Eisenberg and Mr. Howland. The large parcel of land that Mr. Greene represented during these negotiations is critically located within the larger context of the ridge and plays a huge part in the success of the overall development. The negotiations stipulated that that piece of land alone, would receive \$40,000.00 guaranteed per year, for the life of the Easement Agreement, without any development of WTGs. If WTGs were placed upon this parcel of land that payment in accordance with Section 3.2 of the Easement Agreement and the

Operating Period Payment Agreement, would be in addition to the annual guarantee of \$40,000.00. Moreover, Mr. Greene was offered a job that guaranteed \$50,000.00 per year for the life of the project to oversee its construction and post-construction maintenance requirements. So that parcel, without ever having one constructed WTG or a piece of machinery upon it, is guaranteed \$90,000.00 per year. This is not even comparable to the landowner(s) Operating Period Payment, if their property was not a candidate for a WTG, which I believe I am that landowner, who will not receive a WTG and as such, will only receive a nominal rent. This is a classic anti-competitive agreement. It is truly amazing to see what tactics will be utilized in order to make the project more viable for Reunion. Mr. Howland has been involved with the discussions with Mr. Greene and it is obvious that his earlier remarks to me in 2006 through 2007 have changed in order to benefit him and Reunion. I guess it would have been to my sole advantage to have held out and received some lucrative payment option. Conversely, I signed on in good faith, with the understanding of the facts presented to me and Mr. Jenkins. It also needs mentioning, that Mr. Howland constantly threatened that the deal would expire, if not signed in a timely fashion. Apparently, Mr. Howland's commission was attached to my endorsement. If my abutting neighbor can be offered such a deal from Reunion it would be interesting what other landowners are offered as augmented payment options. The ethical and moral attributes that Mr. Greene and his partners possess is one of the main factors for not signing the Easement Agreement. I have attached email correspondence from Reunion and Mr. Greene. The most current emails are first then by descending dates.

So using phrases such as "in your case" during the Evaluation Period Payment and Mr. Greene's offer and also forecasting other potential deals, to which I can not for certain fact provide evidence upon, collectively seems similar to issues raised in New York. I want no part of it and if need be, Mr. Greene will be more than willing to share his experiences first hand in any forum if necessary.

In response to the fourth paragraph, I have already openly discussed the "other matters face to face" at my site walk on April 14, 2012. Reunion never responds to my legitimate requests, such as the survey, Old Hubbardton Road, and boundary issues relating to Burke et al and Fire Hill Enterprise, aka Markowski land which borders my land. This entire Easement Agreement is unfair and inappropriate. I'm really all set in conversing, especially in light of the above. I can't even look at Mr. Eisenberg and Mr. Howland without the constant portrayal of dishonesty and disingenuous business practices. I'm quit sure Reunion would not want Mr. Greene to call up all other landowners to express his lucrative offering by Reunion.

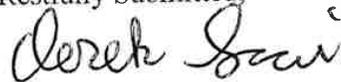
In response to the fifth and final paragraph, Reunion is correct, I have been involved for the project for some time, too long. This project has dragged on far beyond the time periods as advertised. I still see major obstacles, such as, Old Hubbardton Road. Using the term "worth" to describe the time and effort is worthless at this point. I honestly look at my beautiful piece of land and I can not help but feel that I have been sold out by Reunion. Reunion mentions the word "matter" whereas in the fourth paragraph Reunion describes "matters". It is as though my documented concerns of May 16, 2012 were not

even interpreted and by the style of Mr. Eisenberg's writing, perhaps he was unable to interpret my letter. Lastly, Reunion would not want to here of my potential new ideas, such as, perhaps letting Vermont's AG's Office aware of the documented anti-competitive agreements amongst equal landowners, Old Hubbardton Road not being owned by the Town of Pittsford, and a very good presumption that the future Met Tower located on the McCuin parcel, to which no Public Service Board application has been filed, most likely has already been preemptively clear-cut by the loggers already working on this parcel.

If you feel that I absolutely should meet with Reunion then I would kindly request it be done at your office and at there expense. It was there request that I pick the time and place. The expenses can be paid in accordance with Section 10.6 of the Easement Agreement entitled "Further Assurances; Cooperation" though not exactly fitting the intent of that Section, Reunion is requesting the meeting then they shall pay for, your services, my time off from work, equal to a days pay and my traveling expenses. It will not occur on a weekend. I told them clearly, to provide to me by June 1, 2012, the termination letter to be recorded at the Pittsford Town Hall and that no further conversations would be necessary other than to get that document ready for recording. I look to you on your final advice. I will not meet alone nor discuss any of the above matters. I will save these for judicial review and let others decide if Reunion is acting in a fair, appropriate, open manner, business friendly, while simultaneously building, a strong partnership & community relationship.

I apologize for the length of this letter. I must be thorough in my responses because I have a lot on the line. I'm ready to do what I have to do to progress my ultimate and final decision. I have copied Mr. Greene for continuity and full disclosure of his information.

Restfully Submitted,



Derek Saari