

OPTION AGREEMENT
for
ACQUISITION OF EASEMENTS

This Option Agreement is entered into as of the 2nd day of September, 2005, by and between PLUM CREEK MAINE TIMBERLANDS, L.L.C., a Delaware limited liability company authorized to conduct business in the State of Maine with a business address of 49 Mountain Avenue, Fairfield, Maine 09437, County of Somerset, State of Maine, (hereinafter referred to as "Plum Creek") for valuable consideration received from REDINGTON MOUNTAIN WINDPOWER, L.L.C., a Maine limited liability company, managed by Endless Energy Corporation, a Maine corporation, with a business address of 57 Ryder Road, Yarmouth, Maine 04096. (hereinafter referred to as the "Redington").

Recitals

WHEREAS, Redington owns property in Redington Township, Franklin County, Maine and desires to construct a wind power generating facility on said land. Such facility would require that power lines extend through adjacent Plum Creek property in Carrabassett Valley Township, Franklin County, Maine. Redington desires to acquire both a road access easement and a powerline easement from Plum Creek.

WHEREAS, Plum Creek is willing to grant Redington the needed easements across Plum Creek property, but not before Redington has obtained the necessary development and operational permits from Maine's Land Use Regulation Commission.

WHEREAS, both parties desire to execute an option agreement which memorializes the agreement of the parties with respect to the acquisition by Redington of such easements.

NOW THEREFORE, for [REDACTED] and other good and valuable consideration received from Redington, the receipt of which is hereby acknowledged by Plum Creek, Redington and Plum Creek agree as follows:

1. **Grant of Options.**

a. Plum Creek hereby grants to Redington an irrevocable option to acquire a permanent, non-exclusive easement 150 feet in width to construct, maintain, replace, and use a power transmission line with all associated and necessary fixtures, which may include communication lines needed for the wind farm and not to be used or assigned for a commercial purpose, over and across Plum Creek property located in the town of Carrabassett Valley, Franklin County, Maine (the "Powerline Easement"). The Powerline Easement is located approximately as shown on Exhibit A, attached hereto and made a part hereof. Redington may locate the northwest section of this line as much as 900 feet southeast from the northwest corner of Plum Creek's land. Redington may use existing Plum Creek roads and skidder trails and build four new roads, shown as "Powerline

Access Points” on Exhibit A for access to this line. The final placement of these four new roads may be within 500 feet of the routes shown on Exhibit A.

b. Redington may locate the power line farther than 900 feet from the northwest corner of Plum Creek’s land by paying Plum Creek an amount equal to \$300 per acre times the number of acres of the land bounded by the power line, and the western and northern boundaries of Plum Creek land, as further described in Paragraph 4(b) below. Plum Creek shall maintain ownership of the land; the payment shall only be for the easement. Under this option, the power line may be located at the location shown on Exhibit A or anywhere to the northwest of that location.

2. **Option Price.** At the time of execution of this Agreement, Redington shall make a non-refundable payment of [REDACTED] (the "Option Payment") to Plum Creek to secure the option described above. In the event Redington exercises its options pursuant to the terms hereof, the Option Payment shall apply to the Easement Purchase Price.

3. **Exercise of Options.** Redington shall have five (5) years from the date hereof to notify Plum Creek in writing of its exercise of the option(s) (the “Option Period”). In the event that Redington does not exercise its option(s) during the Option Period, the option granted herein shall automatically terminate and Plum Creek shall retain the Option Payment.

4. **Easement Purchase Prices.** In the event that Redington exercises its options as provided herein, Redington shall pay Plum Creek the following amounts for the easement(s) described above (the "Easement Purchase Price"):

- a) The base price for the Powerline Easement and road access to that easement shall be [REDACTED] (the "Base Price"). The Base Price will increase by an amount equal to ten percent (10%) per annum from the date of this Agreement to the date that Redington provides notice to Plum Creek that it wishes to exercise its option.
- b) In addition to the Base Price, the price for cutting the corner more than 900 feet as described in “1.b” above shall be [REDACTED] per acre as described above (the "Additional Fee"). The Additional Fee will increase by an amount equal to ten percent (10%) per annum from the date of this Agreement to the date that Redington provides notice to Plum Creek that it wishes to exercise its option and locate the easement as provided in Paragraph 1(b).

5. **Easement Grants.** In the event that Redington exercises its option as provided herein, and upon payment of the Easement Purchase Price, Plum Creek shall grant to Redington permanent, non-exclusive easements for road access and a powerline, in suitable form for recording. Additionally, Plum Creek shall provide an easement such that the blades on the wind turbines located on Redington's property may extend to the boundary of Plum Creek's property when the wind direction so requires, and, during icing events, to shed ice onto Plum Creek's property. The language of the easement grant documents shall be mutually acceptable to Plum Creek and Redington. The documents shall be prepared and executed by Plum Creek no later

than ninety (90) days after Plum Creek's receipt of Redington's notice of its intent to exercise its option.

6. **Timber on Powerline and Road Easements.** All timber now on or hereafter growing within the powerline and road easements is and shall remain the property of Plum Creek for the duration of the easements. Redington shall have the right to cut timber upon and within the easements to the extent necessary for constructing, reconstructing, and maintaining the roads and the powerline. During initial construction, Redington agrees to deck all merchantable harvested timber (as defined by Plum Creek) next to the road in a form and at a location specified by Plum Creek, or pay Plum Creek an equivalent stumpage value (to be determined by Plum Creek at time of harvest) if Redington is unable to deck all harvested timber in a form and at a location specified by Plum Creek. After construction during routine maintenance of the easement, Redington need not deck any timber.

7. **Road and Powerline Clearing, Construction, Reconstruction and Maintenance.** All road clearing, construction, reconstruction, and maintenance, as well as all powerline clearing, construction, reconstruction and maintenance must be performed to standards acceptable to Plum Creek. Redington may make reasonable changes to existing roads, culverts, and bridges, etc. to accommodate the transportation of power line poles and associated wires, parts, and installation equipment. The location of new roads and powerlines to be constructed as shown on Exhibit A must be approved by Plum Creek prior to commencement of clearing and construction which approval shall not be unreasonably withheld, delayed, or conditioned.

8. **Assignment; Successors and Assigns; Binding Effect.** Redington may not assign its rights pursuant to this Option Agreement without the prior written consent of Plum Creek; provided, however, that Redington shall have the right to assign its rights hereunder to a lender or lenders in connection with the financing of Redington's proposed wind farm project, and such assignment shall not require the consent of Plum Creek. This Option Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties.

9. **Notices.** Any notices required hereunder shall be given in writing and shall be effective on the earlier of when actually delivered or five (5) business days after being deposited in the United States' mails as certified mail, return receipt requested, directed to the other party at the address set forth below or to such other address as the party may be given in writing (by certified mail or facsimile):

If to Plum Creek:

Plum Creek Maine Timberlands, L.L.C.
49 Mountain Avenue
Fairfield, ME 09437-0400
Attn: James K. Lehner, General Manager
Facsimile: 207-453-2963

With a copy to:

Plum Creek Timber Company, Inc.
999 Third Avenue, Suite 2300
Seattle, WA 98104

Attn: Sheri L. Ward, Director, Corporate
And Real Estate Transactions
Facsimile: 206-467-3799

If to Redington:

Redington Mountain Windpower, L.L.C.
Attn: Harley Lee
57 Ryder Road
Yarmouth, Maine 04096
Facsimile: 207-846-6081

10. **Entire Agreement; Amendment.** This Option Agreement represents the entire agreement of the parties and may not be altered or amended unless in writing, signed by both parties.

11. **Governing Law.** This Option Agreement shall be construed pursuant to the laws of the State of Maine.

12. **Sale of Plum Creek Property.** Any sale of the Plum Creek property affected by this Option shall be made subject to the terms of this Option Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their duly authorized representatives, effective as of the day and year first above written.

PLUM CREEK MAINE TIMBERLANDS, L.L.C.
By Plum Creek Timberlands, L.P.,
Its Sole Member
By Plum Creek Timber I, L.L.C.,
Its General Partner

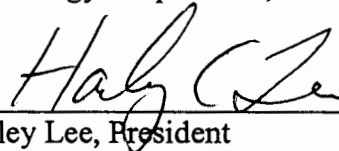
By:



Paul Davis, Senior Resource Manager
Northeast Region

REDINGTON MOUNTAIN WINDPOWER,
L.L.C.
By Endless Energy Corporation, its Manager

By:



Harley Lee, President

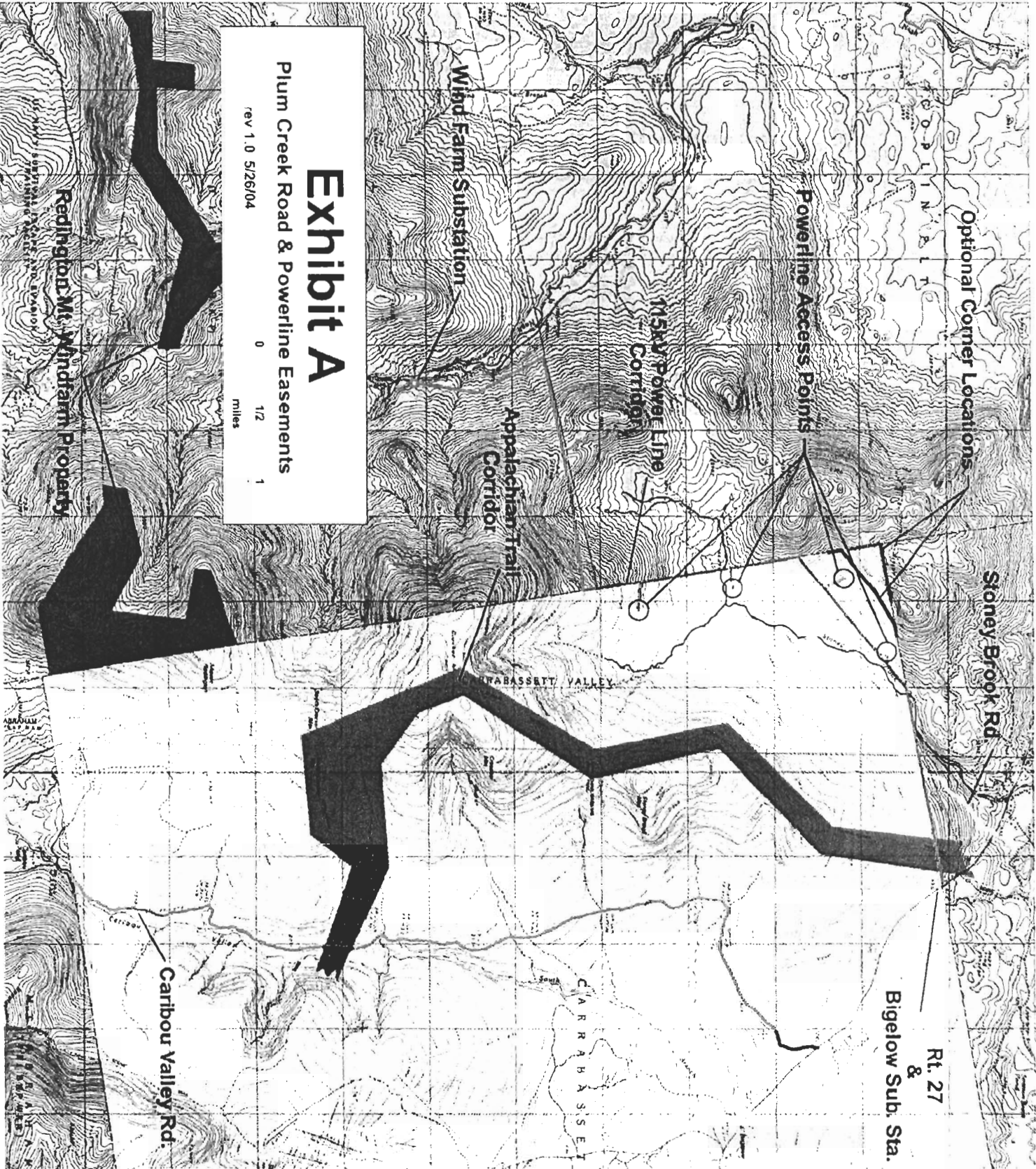


Exhibit A

Plum Creek Road & Powerline Easements

rev 1.0 5/26/04

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Optional Corner Locations

Stoney Brook Rd

Rt. 27
&
Bigelow Sub. Sta.

Powerline Access Points

115kV Power Line
Corridor

Wind Farm Substation

Appalachian Trail
Corridor

Redington, Mt. Windfarm Property

Carbour Valley Rd.