

## RESTRICTION AGREEMENT

This RESTRICTION AGREEMENT (the "Agreement") is made and entered into as of this \_\_\_\_ day of May, 2007, by and among **REDINGTON MOUNTAIN WINDPOWER, LLC** ("RMW"), a Maine limited liability company, and **MAINE MOUNTAIN POWER, LLC** ("MMP"), a Delaware limited liability company, both with a mailing address at 57 Ryder Road, Yarmouth, ME 04096, and **NATURAL RESOURCES COUNCIL OF MAINE**, a Maine nonprofit organization with a mailing address and principal place of business at 3 Wade Street, Augusta, Maine 04330-6351 ("NRCM").

### RECITALS

1. RMW is the owner of property described on **Exhibit A** known as the "Redington Pond Range" (hereinafter, the "Redington Property") and property described on **Exhibit B** known as "Black Nubble Mountain" (hereinafter, the "Black Nubble Property");
2. RMW is the landlord and MMP is the lessee under a certain lease dated as of November 7, 2005, as the same may be amended from time to time, with respect to the Redington Property and the Black Nubble Property (the "Lease");
3. MMP and/or RMW have the right under the Lease to seek approvals for a windpower project on the Redington Property and the Black Nubble Property;
4. Various environmental advocacy and conservation organizations, including NRCM, wish to support a windpower project on the Black Nubble Property, including improvements associated with such project not on the Black Nubble Property (the "Black Nubble Project"), provided that RMW, as landlord, and MMP, as lessee, on behalf of themselves and their successors and assigns, enter into this written agreement with NRCM, a nonprofit organization which has among its purposes the protection of forested landscapes in the State of Maine, whereby RMW and MMP agree, *inter alia*, not to seek permits to develop a windpower project on the Redington Property, subject, however, to RMW and MMP's right to terminate this Agreement under circumstances provided herein;
5. NRCM is willing to enforce the restrictions contained in this Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, RMW, MMP and NRCM, on behalf of themselves, and their respective successors and assigns, agree as follows:

1. **Restriction on Use of Redington Property.** RMW and MMP agree not to develop, seek permit approvals for, build or operate any wind power project or related assets on the Redington Property, subject, however, to the termination provisions set forth in paragraph 3 of this Agreement. This restriction shall apply to the land described on **Exhibit A** attached hereto and none other, and shall not apply to the Black Nubble Project or the Black Nubble Property.

2. **Notice to NRCM of Certain Events.** RMW and MMP shall provide NRCM with a written certification in recordable form if MMP and/or RMW:

- (i) has withdrawn all applications to develop and operate the Black Nubble Project; or
- (ii) has received approvals to develop and operate the Black Nubble Project, but has subsequently determined (within MMP's / RMW's sole discretion) that the Black Nubble Project is no longer feasible and RMW and/or MMP will not develop or operate the Black Nubble Project; or
- (iii) has received a denial of approvals to develop and operate the Black Nubble Project and has decided not to appeal such denials; or
- (iv) has appealed a denial of approvals to develop and operate the Black Nubble Project, but has subsequently determined (within MMP's / RMW's sole discretion) that the Black Nubble Project is no longer feasible and RMW and/or MMP will not develop and operate the Black Nubble Project; or
- (v) has received approvals to develop and operate the Black Nubble Project, and commenced operations, but has subsequently ceased operations while appeals of such approvals by third parties are pending, and has determined (within MMP's / RMW's sole discretion) that the Black Nubble Project is no longer feasible and RMW and/or MMP will not develop and operate the Black Nubble Project.

If RMW and MMP deliver a certificate in accordance with this paragraph 2 following a denial of approvals, then this Restriction Agreement shall terminate in accordance with paragraph 3 hereof.

If RMW and MMP deliver a certificate in accordance with this paragraph 2 following either (i) withdrawal of all applications or (ii) receipt of approvals to develop and operate the Black Nubble Project, then this Restriction Agreement shall terminate in accordance with paragraph 3 hereof; however, the certificate so delivered shall also covenant with NRCM that, notwithstanding the termination of this Restriction Agreement in accordance with paragraph 3 below, if RMW and/or MMP file, or if RMW permits another lessee of Black Nubble Mountain and/or Redington Mountain to file, new applications for approvals to develop and operate the Black Nubble Project within five years after the date of delivery of the certificate as to the termination of this Restriction Agreement, a new Restriction Agreement containing identical terms and conditions to this Restriction Agreement shall be executed by RMW, MMP (or another lessee of such property) and NRCM and shall be delivered to and recorded by NRCM.

3. **Termination of Agreement.** Within five (5) business days after NRCM's receipt of the certificate described in paragraph 2, NRCM shall record the certificate in the Franklin County Registry of Deeds and provide written notice to RMW and MMP of the recording information. Upon the recording of the certificate, this Agreement and the restrictions on the use of Redington Mountain to which RMW and MMP have agreed under paragraph 1 hereof shall automatically and without further notice become null and void and of no further effect, and this Agreement shall terminate without further action by any of the parties.

4. **Remedies for Breach of Agreement.** The parties hereto acknowledge and agree that breach of the covenants and agreements herein by either party shall constitute immediate and irreparable harm, and that monetary damages shall not constitute adequate relief, and that the non-breaching party shall be entitled to seek equitable relief (specific performance through temporary restraining order and/or preliminary injunction) in any court of competent jurisdiction. For the purposes of this paragraph, the parties consent to jurisdiction in the Superior Court of Franklin County.

5. **Successors and Assigns.** The rights and obligations under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, and shall run with the land (i.e. the Black Nubble Property and the Redington Property). If the lease between RMW and MMP terminates, MMP shall be released from its rights and obligations hereunder. Notwithstanding anything to the contrary herein, NRCM may not assign its rights and obligations under this Agreement, except to New England Forestry Foundation, Inc. (“NEFF”) or the State of Maine, without the prior written consent of RMW and MMP. If so assigned, NEFF and the State of Maine may not assign its rights and obligations under this Agreement, except to the other, without the prior written consent of RMW and MMP.

6. **Construction of Agreement.** Notwithstanding anything to the contrary herein, this Restriction Agreement shall not be construed to be a conservation easement under 33 M.R.S.A., Sections 476, *et seq.*, as amended hereafter from time to time (or any successor statute), and shall not inhibit other duly permitted uses of the Redington Property. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement. If any of the provisions of this Agreement shall be deemed unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court shall make such determination reducing such extent, duration, scope or other provision, and shall enforce them in their reduced form for all purposes contemplated by this Agreement. The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

7. **Inspection.** During the term of this Agreement, NRCM shall have the right to access the Redington Mountain Property by foot over existing hiking trails, to confirm that RMW and MMP are in compliance with the restrictions agreed to hereunder.

8. **Liability.** RMW and MMP expressly retain, and nothing contained herein shall be construed as a release or limitation by RMW and MMP of, any and all applicable liability protections provided under Maine law.

9. **Governing Law.** This Agreement shall be interpreted, construed and enforced according to the laws of the State of Maine.

10. **Notice.** Any notice permitted or required hereunder shall be effective upon receipt or refusal if in writing and delivered (1) personally, (2) by a nationally recognized courier service providing proof of receipt, or (3) by first class, certified mail, return receipt requested, postage prepaid, properly addressed as follows:

TO RMW:  
Redington Mountain Windpower, LLC  
57 Ryder Rd  
Yarmouth, ME 04096

With a copy to RMW counsel:

Donald Fowler, Esq.  
PO Box 576  
Kingfield, ME 04947  
Fax: 207-265-2004

TO MMP:  
Maine Mountain Power, LLC  
57 Ryder Road  
Yarmouth, ME 04096

With a copy to MMP counsel:

Bernstein, Shur, Sawyer and Nelson, P.A.  
100 Middle Street  
PO Box 9729  
Portland, ME 04104-5029

TO NRCM:  
Natural Resources Council of Maine  
3 Wade Street  
Augusta, ME 04330-6351

With a copy to NRCM counsel:  
Brann & Isaacson  
184 Main Street, P.O. Box 3070  
Lewiston, ME 04243-3070

11. **Amendment.** This Agreement cannot be amended except by written instrument executed by all parties.

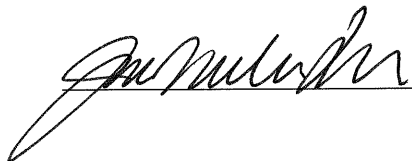
[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

WITNESS:

RMW:

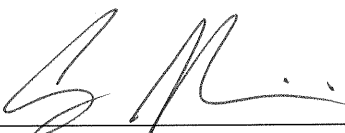
REDINGTON MOUNTAIN WINDPOWER, LLC

  
\_\_\_\_\_


By:   
Name: Hawley C. Lee  
Its: President, EEC, RMW's manager  
Dated: 6-1-07, 2007

MMP:

MAINE MOUNTAIN POWER, LLC

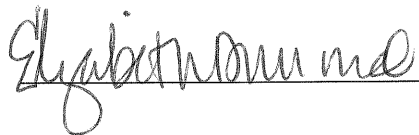
  
\_\_\_\_\_


CRAIG POSPISIL

By:   
Name: Randolph P. Mann  
Its: Authorized Member  
Dated: \_\_\_\_\_, 2007

NRCM:

NATURAL RESOURCES COUNCIL OF MAINE.

  
\_\_\_\_\_

By:   
Name: Everett B. Carson  
Its: Executive Director  
Dated: 6/5, 2007

STATE OF CALIFORNIA

)


) ss.

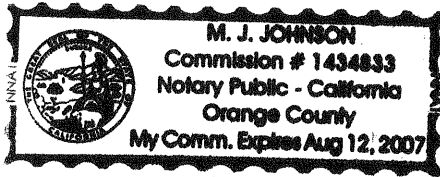
COUNTY OF ORANGE

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On May 30, 2007, before me, M. J. Johnson, a notary public, personally appeared Randolph P. Mann, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
M. J. Johnson



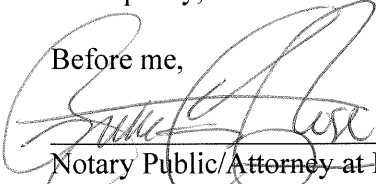
Notary Expiration Date: August 12, 2007

[Seal]

STATE OF MAINE  
COUNTY OF

Date: June 1, 2007

Then personally appeared the above-named Harley Lee, duly authorized \_\_\_\_\_, of Redington Mountain Windpower, LLC, and acknowledged the above instrument to be his free act and deed in his said capacity, and the free act and deed of said company.

Before me,  


Notary Public/Attorney at Law

Printed Name:

My Commission Expires:

Seal:

**RUTH CONNOLLY ROSS**  
Notary Public, Maine  
My Commission Expires September 9, 2012

STATE OF MAINE  
COUNTY OF

Date: \_\_\_\_\_, 2007

Then personally appeared the above-named \_\_\_\_\_, duly authorized \_\_\_\_\_, of Maine Mountain Windpower, LLC, and acknowledged the above instrument to be his free act and deed in his said capacity, and the free act and deed of said company.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law  
Printed Name:  
My Commission Expires:  
Seal:

STATE OF MAINE

, ss.

Date: 6/5/2007

Then personally appeared the above-named Everett B. Carson, duly authorized \_\_\_\_\_ of the Natural Resources Council of Maine, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

  
\_\_\_\_\_  
Notary Public/Attorney at Law

Printed Name: Elizabeth A. Dimond

My Commission Expires:

Seal:

**Elizabeth A. Dimond, Notary Public**  
State of Maine  
My Commission Expires 10/25/2008

**EXHIBIT A**

## REDINGTON RANGE PARCEL

**PARCEL ONE:**

A certain lot or parcel of land situated in Redington Township (also known as T1-R2, W.B.K.P.), County of Franklin and State of Maine, bounded and described as follows:

Beginning at a flared base monument at the northeast corner of land conveyed to the United States Department of Navy by deed dated March 24, 1986 and recorded in the Franklin County Registry of Deeds at Book 890, page 79, said land being referenced as Parcel No. 1 in said deed.

Thence, westerly by the following courses along the northerly sideline of land of said Department of Navy: S 80-32'-51" W, 2560.40 feet to a rock tablet; N 58-15'-58" W, 4641.67 feet to a capped rod; S 88-16'-45" W, 850 feet to a point;

Thence, by the following courses across land of Dallas Company: N 06-30' E, 600 feet to a point; N 75-30' E 1925 feet to a point; S 76-10' E, 3160 feet to a point; N 03-50' E, 2975 feet to a point; N 87-45' W, 1885 feet to a point; N 01-00' E, 465 feet to a point; N 65-30' E, 3090 feet, more or less, to a point on the westerly town line of Carrabassett Valley;

Thence S 09-29'-53" E, along the said westerly town line of Carrabassett Valley, 7205 feet, more or less, to the point of beginning.

Said parcel contains 517.5 acres, more or less, and is the same parcel described in a deed recorded in the Franklin County Registry of Deeds in Book 1737, Page 132.

Said conveyance shall be together with and subject to all easements, covenants, and restrictions of record.

**PARCEL TWO:**

A certain parcel of land situated in Redington Township (also known as Township 1, Range 2, W.B.K.P.), County of Franklin and State of Maine, bounded and described as follows:

Commencing at the easterly most corner of land conveyed to Kibby Windpower, LLC by deed dated March 10, 1998 and recorded in the Franklin County Registry of Deeds at Book

1737, Page 132, now owned by Redington Mountain Windpower L.L.C., the Grantee herein ("Redington").

Thence, N 07°19'55" E, along said land of Redington a distance of 600.00 feet to a point;  
Thence N 76°19'55" E, along said land of Redington a distance of 1925.00 feet to a point;  
Thence S 75°20'05" E, along said land of Redington a distance of 2054.22 feet to the point of beginning;



Thence from said Point of Beginning, N 51°52'38" E, through land of Dallas Company, LLC a distance of 1483.89 feet to said land of Redington;

Thence S 04°39'55" W, along said land of Redington a distance of 1200.00 feet;

Thence N 75°23'06" W, continuing along said land a distance of 1105.53 feet to the Point of Beginning, containing 15.0 acres.

This parcel is the same parcel described in a deed recorded in the Franklin County Registry of Deeds in Book 2861, Page 4.

All bearings are based on the UTM Coordinate System Zone 19.

Said conveyance shall be together with and subject to all easements, covenants, and restrictions of record.

**EXHIBIT B****BLACK NUBBLE PROPERTY****Parcel I – Black Nubble Parcel, Redington Township (“Black Nubble Parcel”)**

A certain lot or parcel of land situated in Redington Township (also known as T1-R2 W.B.K.P.), County of Franklin and State of Maine, bounded and described as follows:

Beginning at a capped rod monument at a corner of land conveyed to the United States Department of the Navy by deed dated March 24, 1986 and recorded in the Franklin County Registry of Deeds in Book 890, Page 79, said land referenced as Parcel No. 1 in said deed;

Thence, by the following courses along land of said Department of Navy:

South 80°29'48" West, 2467.86 feet to a capped rod monument;  
South 56°31'17" West, 750 feet to a point;

Thence, by the following courses across land n/f the Dallas Company

North 00°49'30" West, 1107.25 feet to a point;  
North 89°10'30" East, 1853.4 feet to a point;  
North 04°53'30" East, 1628.4 feet to a point;  
North 89°10'30" East, 883.7 feet to a point;  
South 01°59'40" West, 1500.3 feet to a point;  
North 88°10'20" East, 2359.3 feet to a point;  
North 58°16'30" East, 4181.8 feet to a point;  
North 00°11'10" East, 4569.9 feet to a point;  
North 42°18'20" East, 1023.6 feet to a point;  
South 18°43'00" East, 2149.4 feet to a point;  
South 02°34'00" West, 2852.0 feet to a point;  
South 52°11'30" East, 2511.6 feet to a point;  
South 77°28'50" East, 841.8 feet to a point;

South 04°00'20" East, 834.6 feet to a point;  
North 77°28'30" West, 4251.8 feet to a point;  
South 58°20'20" West, 3496.7 feet, more or less, to land of said  
Department of Navy;

Thence, North 83°30'40" West along land of said Department of Navy,  
2683.6 feet to the Point of Beginning, containing 459.0 acres.

Being a portion of the land conveyed by Georgia-Pacific Corporation and  
Georgia-Pacific Resins, Inc. to Dallas Company by deed dated December 2, 1994  
and recorded in Franklin County Registry of Deeds in Book 1496, Page 212.

Bearings are based on the above-referenced deed to the United States Department  
of the Navy dated March 24, 1986 and recorded in the Franklin County Registry  
of Deeds in Book 890, Page 79.