

QUITCLAIM DEED WITH COVENANT

Know all by these presents, that DALLAS COMPANY, LLC, a Maine limited liability company, whose mailing address is 1705 Freeman Ridge Road, Kingfield, Maine 04947, (“Grantor” or “Dallas”), for consideration paid, grants to REDINGTON MOUNTAIN WINDPOWER L.L.C., a Maine limited liability company, whose mailing address is 57 Ryder Road, Yarmouth, Maine 04096 (“Grantee” or “RMW”), with Quitclaim Covenant, the land and rights of easement in Redington Township, Franklin County, Maine, described more particularly as follows (collectively, the “Purchase Property”):

Parcel I

A certain lot or 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, more particularly bounded and described as follows, to wit:

Beginning at a point located on the northerly line of the premises conveyed to Redington Mountain Windpower L.L.C. by deed from Dallas Company dated October 1, 2003 recorded in the Franklin County Registry of Deeds in Book 2366 Page 080, which point is located at approximate north coordinate of N 16,360,020.5 and approximate east coordinate of E 1,259,986.0 and being at the easterly end of the 6th course and distance cited in the above referenced deed 2366/080 Parcel I;

Thence, westerly along the northerly line of land of Redington Mountain Windpower L.L.C. on a course of S 89°-48'-19" W a distance of eight hundred eighty-three and seventy hundredths (883.70) feet to a point;

Thence, continuing westerly through land of Dallas Company, LLC on the same course of S 89°-48'-19" W a distance of one hundred sixteen and thirty hundredths (116.30) feet to a point;

Thence, northerly through land of Dallas Company, LLC on a course of N 20°-14'-21" W a distance of one thousand and zero hundredths (1000.00) feet to a point;

Thence, easterly through land of Dallas Company, LLC on a course of N 89°-48'-19" E a distance of one thousand and zero hundredths (1000.00) feet to a point;

Thence, southerly through land of Dallas Company, LLC on a course of S 20°-14'-21" E a distance of one thousand and zero hundredths (1000.00) feet to the point and place of beginning. Containing 21.57 acres of land.

Parcel II – Black Nubble Summit Road Expansion Area

A certain lot or 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, more particularly bounded and described as follows, to wit:

Commencing at a point being the northern most corner of the premises conveyed to Redington Mountain Windpower L.L.C. by deed from Dallas Company dated October 1, 2003 recorded in the Franklin County Registry of Deeds in Book 2366 Page 080, which point has an approximate north coordinate of N 16,366,049.5 and an approximate east coordinate of E 1,266,619.5;

Thence, southerly along the easterly line of land of Redington Mountain Windpower L.L.C. on a course of S 18°-05'-06" E a distance of two thousand one hundred forty-nine and forty-three hundredths (2149.43) feet to a point;

Thence, continuing southerly along the easterly line of land of Redington Mountain Windpower L.L.C. on a course of S 03°-11'-55" W a distance of four hundred sixty-four and eighty-seven hundredths (464.87) feet to the true point and place of beginning;

Thence, southeasterly through land of Dallas Company, LLC on a course of S 34°-51'-08" E a distance of four hundred twenty-nine and ninety-five hundredths (429.95) feet to a point;

Thence, southerly through land of Dallas Company, LLC on a course of S 03°-11'-55" W a distance of five hundred forty-two and nineteen hundredths (542.19) feet to a point;

Thence, southwesterly through land of Dallas Company, LLC on a course of S 28°-56'-28" W a distance of six hundred ten and fourteen hundredths (610.14) feet to a point on the easterly line of land of Redington Mountain Windpower L.L.C.;

Thence, northerly along the easterly line of land of Redington Mountain Windpower L.L.C. on a course of N 03°-11'-55" E a distance of one thousand four hundred thirty and thirty-four hundredths (1430.34) feet to the point and place of beginning. Containing 6.00 acres of land.

Parcel III – Access Corridor (Black Nubble to Maintenance Building Lot)

A certain lot or 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, the parcel being sixty-six (66) feet in width with the centerline, being more particularly bounded and described as follows, to wit:

Beginning at a point located on the northerly line of the premises conveyed to Redington Mountain Windpower L.L.C. by deed from Dallas Company dated October 1, 2003 recorded in the Franklin County Registry of Deeds in Book 2366 Page 080, which

point is located thirty-seven and seventy-two hundredths (37.72) feet on a course of S 42°-56'-13" W from the northerly most corner of the Black Nubble parcel conveyed in the above noted deed, the point of beginning has an approximate north coordinate of N 16,366,021.8 and an approximate east coordinate of E 1,266,593.8 as based on the Universal Traverse Mercator (UTM) System Zone 19;

Thence, northerly on a course of N 18°-05'-06" E a distance of one hundred thirty-three and ninety-seven hundredths (133.97) feet to a point in the center of an existing logging road or trail;

Thence, northerly, easterly, northwesterly, northerly and northwesterly, or as the case may be, along the center of an existing logging road or trail on the following courses and distances:

- N 72°-01'-29" E thirteen and twenty-five hundredths (13.25) feet;
- N 71°-43'-00" E forty-seven and six hundredths (47.06) feet;
- N 48°-42'-27" E one hundred four and forty-one hundredths (104.41) feet;
- N 44°-38'-50" E one hundred fifty-four and forty-nine hundredths (154.49) feet;
- N 58°-35'-29" E one hundred ten and seventeen hundredths (110.17) feet;
- N 68°-30'-52" E one hundred sixty-five and seventy-one hundredths (165.71) feet;
- N 77°-15'-51" E sixty-six and ninety-seven hundredths (66.97) feet;
- N 83°-35'-04" E eighty-eight and eight hundredths (88.08) feet;
- S 88°-37'-23" E two hundred four and eighty-two hundredths (204.82) feet;
- S 76°-37'-04" E one hundred seventy and ten hundredths (170.10) feet;
- S 87°-32'-37" E seventy-six and fifty-five hundredths (76.55) feet;
- N 85°-51'-52" E ninety and ninety-eight hundredths (90.98) feet;
- S 82°-05'-34" E fifty-nine and sixty-two hundredths (59.62) feet;
- S 77°-56'-41" E one hundred seventy-three and forty-seven hundredths (173.47) feet;
- N 46°-04'-32" W zero and one hundredths (0.01) feet;
- N 46°-04'-32" W forty and twenty hundredths (40.20) feet;
- N 46°-04'-32" W fifty-four and twenty-four hundredths (54.24) feet;
- N 41°-26'-31" W two hundred two and nine hundredths (202.09) feet;
- N 33°-08'-06" W one hundred and fifty hundredths (100.50) feet;
- N 36°-13'-56" W fifty-four and fifty-three hundredths (54.53) feet;
- N 21°-47'-47" W one hundred thirty-five and thirty-four hundredths (135.34) feet;
- N 40°-33'-34" W sixty-five and thirty-six hundredths (65.36) feet;
- N 51°-32'-01" W fourteen and ninety-one hundredths (14.91) feet;
- N 63°-02'-19" W one hundred sixty-eight and sixty hundredths (168.60) feet;
- N 64°-29'-18" W two hundred twenty-eight and eight hundredths (228.08) feet;
- N 62°-17'-57" W one hundred twenty and seventy-three hundredths (120.73) feet;
- N 61°-26'-14" W one hundred ninety-nine and fifty-nine hundredths (199.59) feet;
- N 64°-39'-04" W one hundred thirty-five and sixty-two hundredths (135.62) feet;
- N 58°-30'-59" W two hundred seven and twenty-nine hundredths (207.29) feet;
- N 54°-34'-11" W three hundred thirty-five and eighty-seven hundredths (335.87) feet;
- N 66°-42'-41" W three hundred ninety-eight and eighty hundredths (398.80) feet;
- N 45°-19'-24" W forty-nine and nineteen hundredths (49.19) feet;

N 39°-37'-38" W three hundred forty-two and ninety hundredths (342.90) feet;
N 30°-22'-03" W one hundred twenty-one and sixty-eight hundredths (121.68) feet;
N 21°-18'-21" W one hundred sixty-nine and three hundredths (169.03) feet;
N 09°-46'-50" W sixty-nine and ninety-one hundredths (69.91) feet;
N 07°-26'-40" W three hundred forty-seven and forty-two hundredths (347.42) feet;
N 11°-01'-31" W three hundred fifty-five and ninety-eight hundredths (355.98) feet;
N 06°-42'-35" W three hundred eight and eighty-seven hundredths (308.87) feet;
N 18°-20'-12" W one hundred eight and eighty-eight hundredths (108.88) feet;
N 28°-32'-46" W one hundred fifty-eight and seventy-three hundredths (158.73) feet;
N 09°-22'-10" w seventy-three and fifteen hundredths (73.15) feet;
N 02°-33'-51" E seventy-five and fifty-three hundredths (75.53) feet;
N 15°-43'-51" E twenty and forty-five hundredths (20.45) feet;
N 26°-05'-50" E two hundred twenty-two and eighty-five hundredths (222.85) feet;
N 48°-53'-41" E two hundred one and ninety-five hundredths (201.95) feet;
N 33°-58'-30" W ninety-seven and sixty-seven hundredths (97.67) feet;
N 20°-58'-56" W four hundred ninety-seven and sixteen hundredths (497.16) feet;
N 41°-09'-51" W one hundred six and eight hundredths (106.08) feet;
N 61°-17'-44" W one hundred twenty-five and eighty-nine hundredths (125.89) feet;
N 72°-47'-29" W seven hundred thirteen and ninety-three hundredths (713.93) feet;
N 55°-19'-14" W two hundred twenty-eight and seventy-two hundredths (228.72) feet;
N 78°-51'-06" W two hundred forty-three and forty-eight hundredths (243.48) feet,
which point is located thirty-four and eighteen hundredths (34.18) feet on a course of S
26°-15'-10" W from a 5/8" iron rebar with cap #1179 found located at the southwesterly
corner of land conveyed to Redington Mountain Windpower L.L.C. by deed from Dallas
Company dated October 1, 2003 recorded in the Franklin County Registry of Deeds in
Book 2366 Page 080, which rebar marks the southwest corner of Parcel II --
Maintenance Building Lot, Redington Township ("Maintenance Building Lot"). The north
coordinate of said rebar being N 16,371,257.1 and the east coordinate being E
1,264,085.5 as based on the UTM Coordinate System Zone 19. Containing 13.27 acres
of land.

The entire parcel abutting the northerly line of said Black Nubble Parcel, the southerly extension of the westerly line of the Maintenance Building Lot parcel and the southerly line of the Maintenance Building Lot parcel previously conveyed.

The Dallas Company, LLC, for itself, its successors and assigns, reserves an easement for all purposes, including but not limited to ingress, egress and all utilities over the entire above described parcel of land. This easement further includes the right to repair, maintain and improve the surface of the existing roads and trails, to further burden the easement being reserved and to grant additional third party easements over that strip or parcel of land subject to the easement being reserved herein.

Parcel I, II and III 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 recorded in the Franklin County Registry of Deeds in Book 1496 Page 212, and a

portion of the land conveyed by Dallas Company to Dallas Company, LLC by deed dated February 8, 2005, recorded in said Registry of Deeds in Book 2564, Page 306.

Powerline Easements. The following powerline easements for powerlines (the "Powerline Easements"): Two (2) seventy-five (75) foot wide easements, one (1) one hundred fifty (150) foot wide easement, and one (1) one hundred (100) foot wide easement over the remaining portion of Dallas' Existing Property ("Existing Property" is defined as all the land of Dallas Company in Redington Township and in Dallas Plantation and generally being that certain parcel conveyed by Georgia-Pacific Corporation and Georgia-Pacific Resins, Inc. to Dallas Company by deed dated December 2, 1994 and recorded in the Franklin County Registry of Deeds in Book 1496, Page 212, excepting therefrom the Redington Range Parcel (as hereinafter defined» to build, operate, and maintain transmission lines and substations for use in common with Dallas, as described below, so long as said use by Dallas does not interfere with RMW's easement rights (collectively, the "Powerline Easements", and individually, a "Powerline Easement"). The locations of the Powerline Easements are identified, approximately, on Base Map attached hereto as the black lines identified as "Black Line $\pm 5,388'$ 75' Wide," "Red Line $\pm 12,722'$ 75' Wide," "Main Line $\pm 14,603'$ 150' Wide," and "Western Line $\pm 39,500'$ 100' Wide." The "Western Line" is also shown in its entirety on Exhibit A-5. Each Powerline Easement shall be located within 1,000 feet of the location of such Powerline Easement shown on Base Map attached hereto except for the north/south section of the Main Line between the "Substation Interconnect" and the Coplin township line which may be located within $\pm 1,500'$ of the location shown on Base Map. Upon the construction of a power line, above or below ground, in each Powerline Easement, such power line shall be the centerline of such Powerline Easement (which easement shall be 75, 100, or 150 feet wide, whichever is applicable). If a power line is not constructed in a Powerline Easement on or before the fifth anniversary date hereof, RMW shall, at RMW's sole cost and expense, survey, mark, and blaze the exact location of such Powerline Easement (which easement shall be 75, 100, or 150 feet wide, whichever is applicable), and RMW will complete such work within nine (9) months after the fifth anniversary date of this Agreement. Upon determining the exact location of any Powerline Easement pursuant to the terms of this Section (a), RMW shall cause to be prepared, at RMW's sole cost and expense, a metes and bounds description of such Powerline Easement and execute and deliver a release deed to Dallas releasing all of RMW's right, title, and interest in the remaining portion of Dallas' Existing Property which is not encumbered by any of the Powerline Easements or Road Easements, which description and release deed shall be in forms and substance reasonably satisfactory to Dallas.

Dallas may cross and/or travel along the Powerline Easements at any time as long as such use does not interfere with RMW's use of the Powerline Easements. RMW may clear and keep clear the Powerline Easements and may trim trees and shrubbery to the extent necessary to keep them clear of its lines or systems, and cut down from time to time dead trees and trees which because of their abnormal conditions may constitute a danger to the lines or systems of RMW, all within the Powerline Easements. If RMW's use of the Powerline Easements requires the" harvesting of timber, RMW shall notify

Dallas of such. Dallas shall have the right to harvest and market all of said timber within sixty (60) days of notification. If Dallas does not choose to harvest all of said timber, RMW may do so. Any growth after the initial harvesting of timber on any part of the Powerline Easements which is routinely maintained by RMW may be removed by RMW without notification to Dallas.

Road Easements: The following road easements (the "Road Easements") for use in common by Dallas and RMW:

New roads: A sixty (60) foot wide easement for construction of new sixteen (16) foot wide roads with a width on curves and switchbacks up to thirty two (32) feet, and on roads above twenty seven hundred (2700) feet in elevation above sea level, thirty two (32) foot wide roads, (the "New Roads") over Dallas' Existing Property to be used to access the Redington Range Parcel, the Purchase Property, and the Powerline Easements from public or other roads connecting to Dallas' Existing Property, (collectively, the "New Road Easements", and individually, a "New Road Easement"). The locations of the New Road Easements are identified, approximately, on Base Map attached hereto as the dashed lines identified as "RE2" and "RE6a and RE6b". Each New Road Easement shall be located within 500 feet of the location of such New Road Easement shown on Base Map attached hereto, and within 1500 feet of such location for access roads in Redington Township above 2700 feet in elevation. Upon the construction of a New Road in each New Road Easement; the centerline of such New Road shall be the centerline of such New Road Easement (which easement shall be 60 feet wide). If a New Road is not constructed in a New Road Easement on or before the fifth anniversary date hereof, RMW shall, at RMW's sole cost and expense, survey, mark, and blaze the exact location of such New Road Easement (which easement shall be 60 feet wide), and RMW will complete such work within nine (9) months after the fifth anniversary date hereof. Upon determining the exact location of any New Road Easement pursuant to the terms of this Section (b), RMW shall cause to be prepared, at RMW's sole cost and expense, a metes and bounds description of such New Road Easement and execute and deliver a release deed to Dallas releasing all of RMW's right, title, and interest in the remaining portion of Dallas' Existing Property which is not encumbered by any of the Powerline Easements or Road Easements, which description and release deed shall be in forms and substance reasonably satisfactory to Dallas.

By the execution and delivery of this deed, and by the acceptance of this deed, Dallas and Redington respectively agree as follows:

Both Parties agree to mitigate the impact of their activities on the roads which are within the Road Easements such that normal forest management, harvesting, and wind generation activities are not affected. RMW may clear and keep clear the Road Easements and may trim trees and shrubbery to the extent necessary to keep them clear of the roads which are within the Road Easements, and cut down from time to time dead trees and trees within the Road Easements which because of their abnormal conditions may constitute an impediment to travel by RMW. If RMW's use of the Road Easements requires the harvesting of timber, RMW shall notify Dallas of such. Dallas

shall have the right to harvest and market all of said timber within sixty (60) days of notification. If Dallas does not choose to harvest all of said timber, RMW may do so. Any growth after the initial harvesting of timber on any part of the Road Easements which is routinely maintained by RMW may be removed by RMW without notification of Dallas.

Dallas shall retain full right of use of any and all roads outside the Redington Range Parcel and the Purchase Property. Dallas shall also retain full right of use of any and all roads on the Redington Range Parcel and the Purchase Property in existence on the date hereof or as thereafter installed by RMW; provided, that such use is for forestry purposes and does not unreasonably interfere with RMW's use of its land in Redington Township. Dallas agrees to maintain the condition of jointly used roads on Redington Range Parcel and the Purchase Property at the time of use by Dallas in future logging operations at the level encountered prior to their substantial use by Dallas. RMW shall have the right to gate roads on its land in Redington Township to deny access to the general public in which case RMW will provide to Dallas means of access for its own use if such use will not unreasonably interfere with RMW's use of the land.

All of Dallas' rights and privileges under Sections (a) and (b) above shall be for the benefit of Dallas and its successors and assigns. Without limiting the foregoing, Dallas shall have the right to assign to others, for use in common with Dallas, (i) easements or other rights to use all or any part of the Existing Roads and the New Roads, (ii) easements or other rights to cross and/or to travel along the Powerline Easements owned by Redington, and (iii) any or all of Dallas' rights and privileges described in Sections (a) and (b) above; provided, however, that all of such rights, privileges and easements shall be subject to the terms, conditions and restrictions set forth herein.

Gravel To Build Roads: So long as RMW is the sole owner of its land in Redington Township and Harley Lee directly or indirectly controls RMW, RMW shall have the right to take gravel from one or more designated gravel pit(s) on Dallas' Existing Property free of charge (the "Gravel"), subject to the following: (i) the designated gravel pit(s) from which RMW may take the Gravel may be changed by Dallas from time to time and RMW's access to and use of such designated gravel pit(s) shall be subject to reasonable access and use restrictions provided to RMW by Dallas from time to time, (ii) the Gravel shall be used solely for the construction of the New Roads on Dallas' Existing Property and reasonable roads on Redington's land in Redington Township, and the amount of the Gravel taken by RMW shall be reasonable based on such limited uses, (iii) RMW shall be solely responsible for transporting the Gravel, (iv) RMW shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations, orders, decrees, and ordinances relating to RMW's taking, transportation and use of the Gravel; (v) RMW rights under this paragraph are not assignable or transferable except to a special entity controlled by or under common ownership with RMW set up to construct and own a wind farm project on Redington's land in Redington Township; and (vi) Dallas shall assist RMW with any permitting of such gravel pits as may be required of Dallas as owner of the land.

Waiver of Setback. Dallas hereby waives the four hundred (400) foot setback provision of the regulations of the State of Maine Land Use Regulation Commission to the extent that the blades on wind turbines located on land of RMW may extend within five (5) feet of the boundary lines between land of Dallas and land of RMW.

Easement for Ice. Dallas hereby grants to RMW the right and easement to shed ice from the blades on wind turbines located on land of RMW over and upon land of Dallas adjacent to said land of RMW.

Easement for Stump Dumps: Dallas hereby grants to RMW the right and easement to deposit stumps and other materials removed in connection with construction of roads, powerlines and other facilities on RMW's land or on Dallas' land subject to easement rights of RMW, within 500 feet of the locations shown on Exhibit B as "Stump Dump" Locations, the size of such stump dumps not to exceed two (2) acres.

All rights and obligations of the Parties hereunder shall be binding on their respective successors and assigns.

The conveyance of the Road Easements is made SUBJECT TO the following, to the extent any of these matters affect the conveyed premises:

1. Terms and conditions and rights and restrictions, including easement, pasture and flowage rights, described in deed from George F. Goodspeed Company to Hudson Pulp & Paper Corp. dated March 30, 1950 and recorded in the Franklin County Registry of Deeds in Book 305, Page 503.
2. Rights of others described in deed from Grace M. Bancker to Hudson Pulp & Paper Corp. dated November 5, 1954 and recorded in said Registry of Deeds in Book 334, Page 171.
3. Possible rights of persons claiming by, through, or under Thomas Mathieson to the 10 acre parcel described in a release deed from the Inhabitants of the Town of Dallas Plantation to Hudson Pulp and Paper Corp. dated April 7, 1958 and recorded in said Registry of Deeds in Book 347, Page 242.
4. Rights of others over all public rights of ways and over that portion of the "old abandoned Route 16" which is contained within the conveyed premises.
5. Notice of Layout and Taking by the State of Maine by instrument dated April 22, 1959 and recorded in said Registry of Deeds in Book 358, Page 245.
6. Spring rights granted to Alton B. Stewart by deed from Hudson Pulp & Paper Corp. dated June 14, 1960 and recorded in said Registry of Deeds in Book 364, Page 147.

7. Easements granted to Rangeley Power Company by Hudson Pulp & Paper Corp. by instrument dated October 8, 1963 and recorded in said Registry of Deeds in Book 384, Page 183.

8. Easements granted to the State of Maine by Hudson Pulp & Paper Corp. by instrument dated March 27, 1967 and recorded in said Registry of Deeds in Book 402, Page 509.

9. Rights and easements described in a deed from Hudson Pulp & Paper Corp. to Saddleback Mountain, Inc. by instrument dated January 17, 1984 and recorded in said Registry of Deeds in Book 767, Page 77.

10. Rights and easements described in a deed from Hudson Pulp & Paper Corp. to Franklin Timberlands, Inc. dated January 17, 1984 and recorded in said Registry of Deeds in Book 767, Page 84.

11. Terms, conditions and exceptions set forth in the quit-claim deed with covenant from Furbish Timberland Company to Hudson Pulp & Paper Corp. dated December 24, 1948 and recorded in said Registry of Deeds in Book 305, Page 59.

12. Exceptions, reservations, terms, conditions and permitted encumbrances referred to or described in deed from Georgia-Pacific Corporation and Georgia-Pacific Resins, Inc. to Dallas Company dated December 2, 1994 and recorded in said Registry of Deeds in Book 1496, Page 212.

13. Rights and easements granted by Dallas Company to Kibby Windpower, LLC by deed acknowledged March 10, 1998 and recorded in said Registry of Deeds in Book 1737, Page 132.

14. Rights and easements granted by Dallas Company to Redington Mountain Windpower, LLC by deed dated October 1, 2003, recorded in said Registry of Deeds in Book 2366, Page 80.

IN WITNESS WHEREOF, the said Dallas Company, LLC has caused this instrument to be executed as a sealed instrument by Luke Brochu, its Partner, duly authorized this day of September, 2005.

DALLAS COMPANY, LLC

Sheri L. Lopez

By: Luke Brochu

Name: LUKE BROCHU

Its: Partner

STATE OF MAINE
Franklin, ss.

September 21, 2005

Personally appeared the above named Luke Brochu,
Partner of Dallas Company, LLC, and acknowledged the
foregoing instrument to be his free act and deed in his said capacity and the free act
and deed of said Dallas Company, LLC.

Before me,

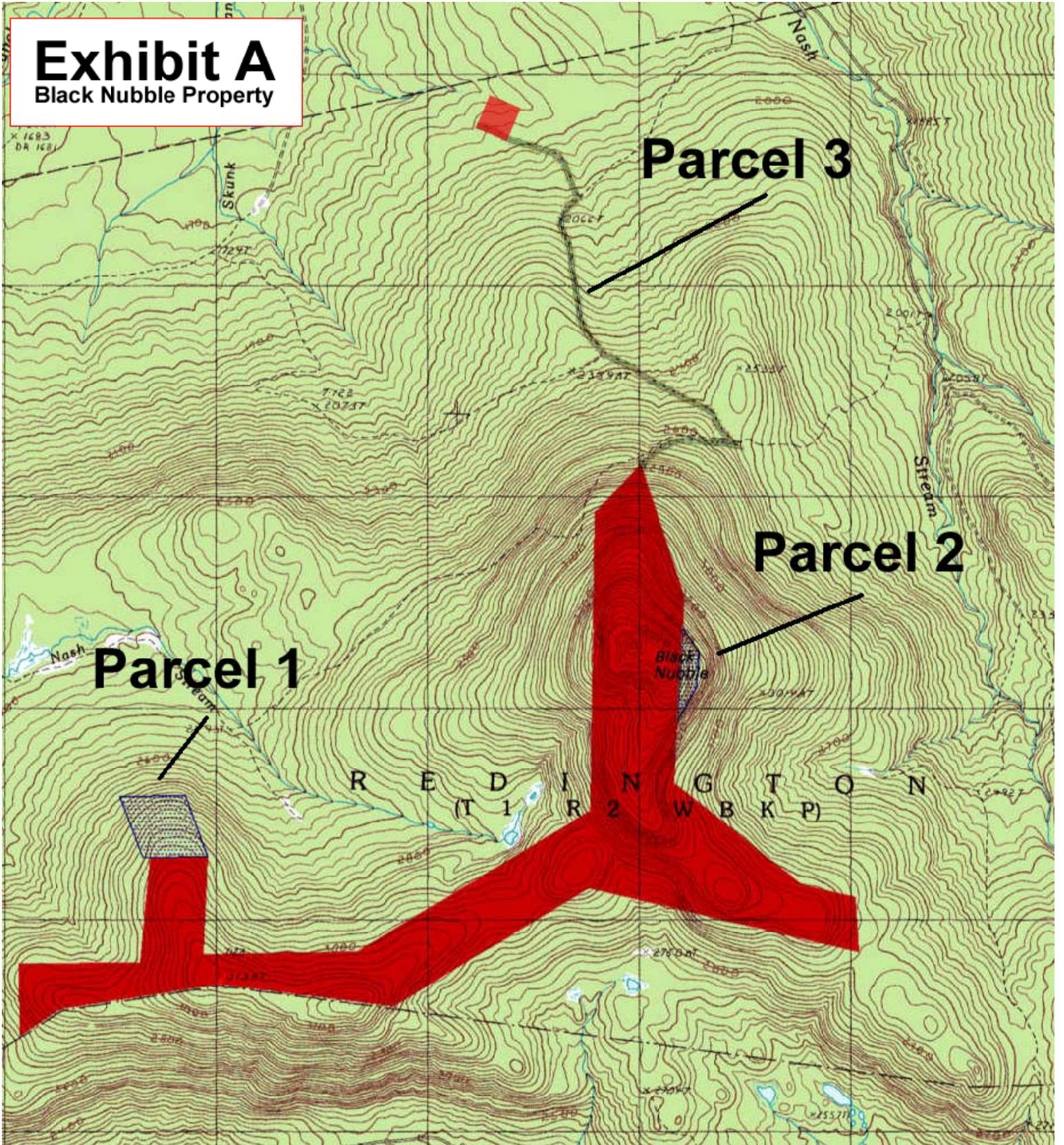
Sheri L. Lopez

Notary Public

Name: Sheri L. Lopez

Comm Exp 4-23-06

Exhibit A
Black Nubble Property



Parcel 3

Parcel 2

Parcel 1

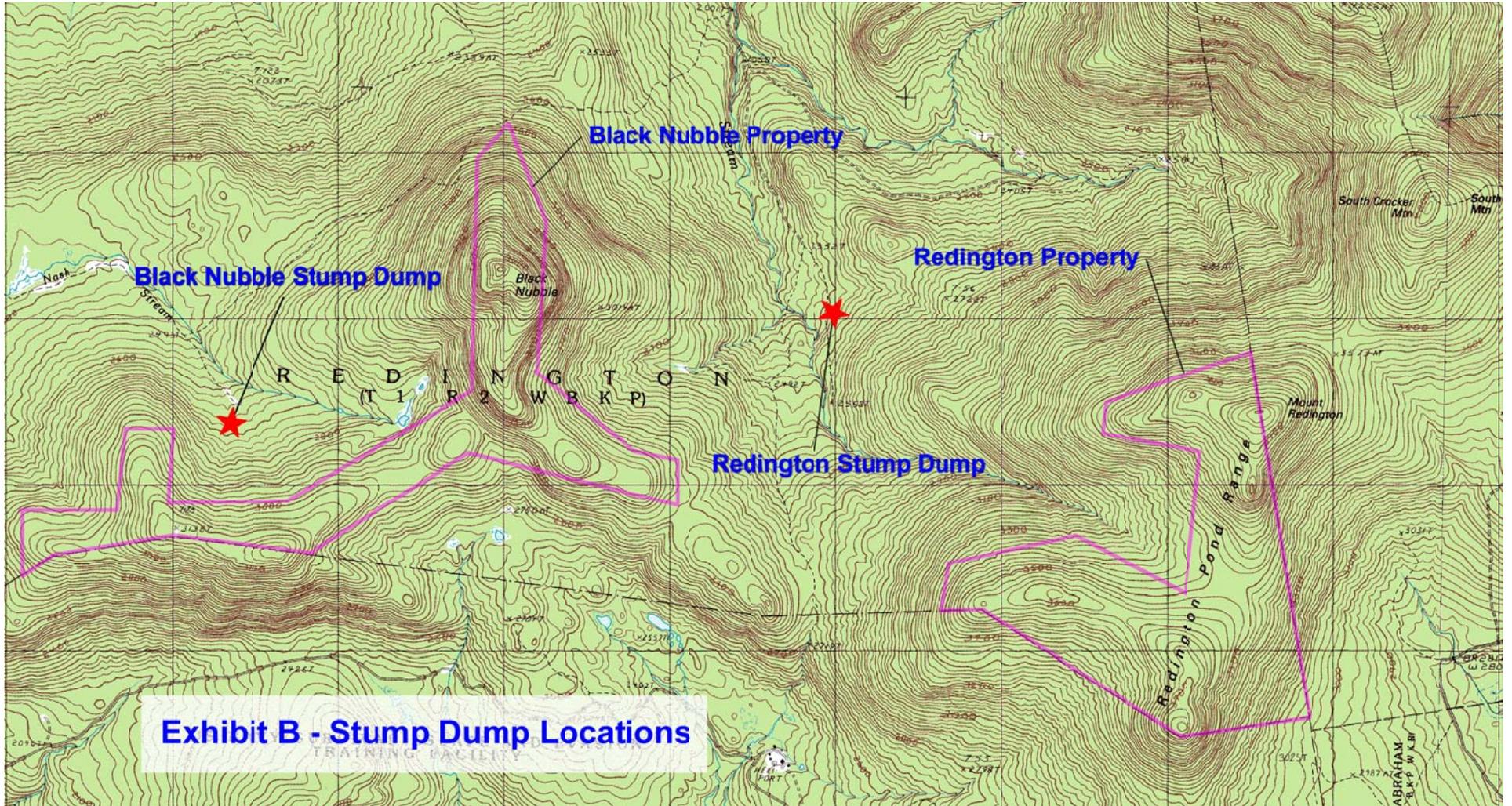


Exhibit B - Stump Dump Locations