

OPTION TO LEASE AGREEMENT

KENDALL L. GUSHEE, LYNNE R. GUSHEE, VALERIE J. GUSHEE
and
MAINE MOUNTAIN POWER, L.L.C.

This Option to Lease (the "Option") made this 18th day of January, 2007, is by and between KENDALL L. GUSHEE, LYNNE R. GUSHEE, VALERIE J. GUSHEE with a mailing address of 977 Union Rd, Appleton, ME 04862 (Lessor), and MAINE MOUNTAIN POWER, L.L.C., (MMP) a Maine limited liability company, having its principal place of business at 57 Ryder Road, Yarmouth, Maine 04096 (Lessee).

WHEREAS, Lessor owns in fee a parcel of land in Coplin Plantation, County of Franklin and State of Maine, more particularly shown on **Exhibit A** attached hereto and incorporated herein (referred to as the "Site"); and

WHEREAS, Lessee desires to utilize part of the premises (the "Premises") for the purpose of a lay-down yard necessary for staging wind turbine components during the construction of a wind power project in Redington Township, Maine;

NOW THEREFORE, the parties hereto, for and in consideration of the mutual promises and agreements herein contained, covenant and agree as follows:

1. **GRANT OF OPTION.** Upon payment of Lessee of [REDACTED] Dollars [REDACTED] (the "Option Amount"), Lessor does hereby grant to Lessee an option (the "Option") to lease the Premises upon the terms and conditions hereinafter set forth. The Option shall be for a three (3) year period beginning on the date hereof and ending on the anniversary of the date hereof (the "Option Term") unless terminated earlier in accordance with the terms hereof. Should Lessee exercise the Option anytime during the Option Term, the Option Amount shall be credited towards the Lease Payments as provided in said Lease.

2. **EXERCISE OF OPTION.** Lessee shall be deemed to have exercised its option to Lease the Premises upon delivery to Lessor, prior to the expiration of the Option Term of a written notice. Such written notice shall:

- (a) refer specifically to this Agreement; and
- (b) state that Lessee is exercising its option to lease the Premises.

Upon receipt of such notice, the parties agree to execute forthwith the Lease in the form attached hereto.

3. PREMISES. Upon exercise of the Option, Lessor grants to Lessee the exclusive use of the Premises described as a 440' x 570', 5.75 acre Heavy Storage Area shown in **Exhibit A** attached to the form of Lease Agreement attached hereto, on the terms and conditions set forth in said form of Lease Agreement.

4. ADDITIONAL LEASE OPTION AREA. Anytime after the option to lease is exercised, and any time during the term of the lease, Lessee may exercise an option to lease an additional area of land shown on **Exhibit A** as the 2.2 Acre Light Storage Area. This option shall be exercised in the same manner as set forth above, and upon such exercise Lessor and Lessee agree to enter into an amendment to the lease to include such additional area, and to increase rent for the remaining term of the lease by \$500 per month.

IN WITNESS WHEREOF the parties have executed this Option to Lease Agreement on the date first above written.

Witness

LESSOR:

Kendall L. Gushee

Kendall L. Gushee

Witness

LESSOR:

Lynne R. Gushee

Lynne R. Gushee

Witness

LESSOR:

Valerie J. Gushee
Valerie J. Gushee

STATE OF Maine
County of Walden

1/15, 2007

Then personally appeared the above named Kendall L. Gushee, Lynne R. Gushee, Valerie J. Gushee and acknowledged the foregoing instrument to be their free act and deed.

Before me,
Sheryl R. Bartlett
Notary Public

SHERYL R. BARTLETT
Notary Public • State of Maine
Name: _____
My Commission Expires May 1, 2008

Witness

LESSEE:
MAINE MOUNTAIN POWER,
L.L.C.

Mary Hill

By: Harley C Lee

Name: Harley C. Lee

Its: Manager

STATE OF MAINE
Cumberland, ss.

Jan 23, 2007

Then personally appeared the above named Harley C. Lee, President of Endless Energy Corporation, the Manager of MAINE MOUNTAIN POWER, L.L.C., and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Jennifer S Doten

Notary Public
Oct 11, 2008

Name: Jennifer S Doten

