

FINAL EXECUTION DOCUMENT - Assignment of Development Rights

ASSIGNMENT OF DEVELOPMENT RIGHTS

This Assignment of Development Rights (this "Agreement") is entered into as of the ^{7th} day of ~~November~~ 2005 ("Effective Date"), by and between (i) **Redington Mountain Windpower, LLC**, a Maine limited liability company ("**Landlord**") and **Endless Energy Corporation**, a Maine corporation ("**Developer**") (collectively, but each only individually as to its interests and responsibilities, and not jointly or severally, the "**Owner**"), and (ii) Maine Mountain Power, L.L.C. a Delaware limited liability company ("MMP") (each, a "**Party**" and collectively, the "**Parties**") with respect to certain rights relating to a wind electric generating project to be developed by MMP on premises leased by Landlord to MMP pursuant to a certain Ground Lease and Wind Easement of even date (the "Lease Agreement") in Redington Township, Franklin County, Maine further identified in said Lease Agreement ("**Land**").

- *Recitals* -

A. Owner has for several years prior to the date hereof been developing a wind power generation project on the Land, to consist of wind turbines and related ancillary transmission, interconnection, metering and other equipment (generally, the "**Project**").

B. Landlord is an affiliate of the Developer, owns the Land and is entering into a Ground Lease and Wind Easement with MMP on even date herewith (the "Lease Agreement").

C. Owner is now interested in transferring to MMP the Owner's development rights and related assets associated with the Project and MMP is interested in accepting all such rights and assuming certain specified liabilities relating thereto as described on Annex A attached hereto (the "Assumed Liabilities") subject to the conditions set forth in this Agreement.

- *Agreement* -

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and MMP hereby agree as follows:

1. Assignment of Development Rights. Owner, each of Landlord and Developer individually, hereby sells, assigns, grants, transfers and conveys to MMP all of Owner's development rights, privileges and entitlements with respect to the Project, to the full extent of its right, title and interest, if any, in such rights, privileges and entitlements, and including, without limitation, the following (the "Development Rights"):

(a) any and all rights to negotiate and enter into any purchase and sale agreements for electric energy, power or other electrical products and/or environmental attributes, relating to the Project, and including all rights under current negotiations with Constellation NewEnergy;

(b) any and all rights to negotiate and enter into any interconnection and transmission agreements relating to or arising in connection with the Project and including all rights under any current applications, filings and other procedures with ISO-NE and/or Central

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Maine Power Company under applicable Open Access Transmission Tariff interconnection provisions;

(c) the exclusive license to use and to sublicense for use, irrevocable during the term of the Lease Agreement, any and all wind data, reports, expert reports, summaries and other tangible or electronic items prepared by or on behalf of Owner or any of its affiliates, employees, attorneys or contractors in connection with the wind resource applicable to the Project;

(d) the exclusive license to use and to sublicense for use, irrevocable during the term of the Lease Agreement, any and all drawings, plans for development, specifications, Project summaries or reports, surveys, title reports, environmental reports, meeting minutes, memoranda, documents, correspondence, email messages and attachments and all other tangible or electronic items prepared by or delivered to Owner or any of its affiliates, employees, attorneys or contractors relating to or arising in connection with the Project; and

(e) all rights under, or in connection with the preparation of applications for, all permits, approvals, consents, licenses and governmental orders of any kind and scope planned by, prepared for or issued to Owner in respect of the construction or operation of Project;

provided, however, (i) the foregoing transfer does not include any rights in or to the Land, which rights of MMP exist under and as set forth solely in the Lease Agreement; (ii) Landlord retains the right to use the information and materials set forth in clauses (c) and (d) above at any time upon or after the termination of the Lease Agreement.

2. Representation and Warranties. Landlord and Developer, each individually as to its actions and responsibilities, and not jointly, hereby represents and warrants to MMP that (i) it has not previously conveyed any interest in the Development Rights to any other party, whether absolutely, conditionally, as collateral or otherwise, and will defend its title to the Development Rights against the claims and demands of all persons claiming by or through it, (ii) there are no outstanding amounts due from Owner to any third parties in connection with the Development Rights and MMP, by its acceptance of this assignment, shall not become directly or contingently liable to any person for any obligation or liability other than the Assumed Liabilities, (iii) Owner has delivered to MMP accurate and complete copies of all agreements and documents relating to the Development Rights and (iv) no third party consents or approvals are required in order to convey the Development Rights to MMP other than those that Owner has obtained and provided to MMP and those set forth in the attached Annex B. Owner shall use its commercially reasonable best efforts to obtain the consents or approvals set forth in Annex B as soon as practicable after the Effective Date. Neither Owner makes, or has made, any other representation to MMP regarding the Development Rights or its interests thereto, and MMP has reviewed and is familiar with the Development Rights, and accepts and assumes the Development Rights "as is" and without any other warranty or representation of any kind or character.

3. Consideration; Assumed Liabilities. Landlord and MMP acknowledge that neither would have entered into this Assignment without the entry of the other into the Lease Agreement

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and that each receives direct benefits from the other under the Lease Agreement. MMP hereby assumes and agrees to pay and perform the Assumed Liabilities. Owner acknowledges that MMP is not hereby assuming any other duties or obligations with respect to the Development Rights. MMP acknowledges that MMP is solely responsible for the liabilities arising from its activities and agreements with respect to the Project from and after the Effective Date. Without limiting the foregoing, MMP shall enter into any agreements with respect to the Development Rights transferred under this Agreement in its own capacity.

Without limiting the foregoing, MMP additionally agrees within a reasonable time after the Effective Date to pay, up to a maximum of \$65,000, the closing costs reasonably incurred by Owner in connection with the preparation, negotiation, and execution of this Agreement the Lease Agreement, the Development Agreement, the Development Loan Agreement and related security documents.

4. Additional Documentation; Cooperation. The Parties shall execute and deliver such assignments, transfers and other instruments and documents as may be reasonably necessary to effect or confirm the transfer to MMP of the Development Rights as of the execution of this Agreement. The Parties shall also take such other actions as a Party may reasonably request, and generally cooperate, to better effect the intent of this Agreement and fully accomplish the conveyance of the Development Rights to MMP.

5. Dispute Resolution. Any and all disputes related to this Agreement that cannot be resolved amicably shall be subject to mandatory binding confidential arbitration before a single arbitrator in the Portland, Maine metropolitan area, under the then-current Commercial Arbitration Rules of the American Arbitration Association (“AAA”). Within ten (10) days of receipt of a demand for arbitration, the Parties shall select an arbitrator who shall be a member of the bar of the state of Maine experienced in real estate matters. In the event the Parties do not agree on the selection, the director of the largest office of the AAA in Maine shall select an arbitrator within fifteen (15) days thereafter. It shall be a condition of the selection of the arbitrator that he or she agrees in writing that he or she is available to hold all required hearings within forty-five (45) days of selection and to render his or her decision within thirty (30) days after the conclusion of hearings. The Parties shall be required to meet all schedules set by the arbitrator. Arbitral awards shall be final and non-appealable to the maximum extent permitted by law. Nothing in this Section 5, however, should be construed to preclude either Party from seeking specific enforcement or temporary and/or preliminary injunctive relief from any court of competent jurisdiction, either to enforce this Section 5 or with respect to any other matter pending arbitration thereof.

6. Miscellany.

(a) This Agreement sets forth the entire agreement of the Parties with respect to its subject matter, and supersedes all prior negotiations and agreements on point. This

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Agreement may not be amended, and no provision hereof may be waived, except by an instrument signed by the Party to be bound by the amendment or waiver.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

(c) If any provision of this Agreement is held to be invalid or unenforceable, such provisions will not affect in any respect the validity or enforceability of the remainder of this Agreement. If practicable, the Parties shall substitute for any invalid provision, a valid provision that most closely approximates the economic effect and intent of the invalid provision.

(d) Each Party has the full power and authority to enter into this Agreement. This Agreement is a binding obligation of each Party, enforceable in accordance with their terms. This Agreement does not violate any contract, agreement, instrument, judgment or order to which each Party is bound.

(e) Each Party agrees that this Agreement and the terms of the arrangement between MMP and Owner are confidential, and shall not be disclosed to third parties without the prior written consent of the other Party. Any information about the Project, including wind resource data, business plans, and other development updates shall similarly be kept confidential by the Parties. This confidentiality obligation does not include information about the Project that is now or becomes generally available to the public, other than as a result of an unauthorized disclosure by a Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above:

MMP:

Developer:

By: Endless Energy Corporation

By: *[Signature]*
Title: President

By: *[Signature]*
Title: President

Address for Notices: <u>57 Ryder Road</u> <u>Yarmouth, Me. 04096</u> Fax: <u>207-896-6081</u>	Address for Notices: <u>← same</u> Fax: _____
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Landlord:

By: Harly C. Z
Title: President, LLC

Address for Notices:

57 Ryder Road
Zarvath, Me. 04096
Fax: 207-846-6081

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ANNEX A

[Description of the Assumed Liabilities]

1. The obligation to pay \$_____ if and when due pursuant to Section _____ of the [Agreement] dated _____ between Landlord and _____

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ANNEX B

[Description of the Consents and Approvals to be obtained]

ASSIGNMENT OF DEVELOPMENT RIGHTS
Annex B: Consents to be obtained

With respect to assignments from Redington Mountain Windpower LLC (RMW) to
Maine Mountain Power, LLC (MMP)

1) Central Maine Power and/or ISO-NE: Consent to transfer of all RMW rights to negotiate and enter into any interconnection and transmission agreements as further described in Section 1(b) of Assignment, including, without limitation, rights under System Impact Studies and Queue position rights.

2) For the following parties, consents to the license granted and described in either Section 1(c) or Section 1(d), as the case may be:

- (i) DeLucca Hoffman, civil engineers
- (ii) Woodlot Alternatives, biologists
- (iii) Terrance DeWan and Associates, landscape architects
- (iv) Albert Frick Associates, Inc., soils scientist
- (v) Jonathan Reitman, environmental facilitator
- (vii) PowerGrid strategies, LLC, transmission and interconnect consultant
- (viii) EPRO, electrical engineering consultants
- (ix) Savvy, communications consultant
- (x) Energy advisors, power marketing consultant
- (xi) S W Cole engineering, Inc., geotechnical engineers.
- (xii) Gagnon Engineering, bridge analysis and design