

DEED INDENTURE

**Wyman Hydro Project
Somerset County**

CENTRAL MAINE POWER COMPANY, a Maine corporation, with a place of business in Augusta, Kennebec County, Maine (hereinafter referred to as "CMP," which word is intended to include, unless expressly stated otherwise, CMP and its successors and assigns), for consideration paid, releases to FPL ENERGY MAINE HYDRO LLC, a Delaware limited liability company, with a mailing address of 100 Middle Street, Portland, Maine 04101 (hereinafter referred to as "FPL," which word is intended to include, unless expressly stated otherwise, FPL and its successors and assigns), certain land and interests in land with the buildings and improvements thereon in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place, all in Somerset County, Maine, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter, the "Granted Premises").

EXCEPTING AND RESERVING from the Granted Premises, however, to CMP, its successors and assigns forever, the easements and real property in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place in Somerset County, Maine, more particularly described in Exhibit B attached hereto and made a part hereof (hereinafter "CMP's Reserved Easements").

CMP and FPL acknowledge that the Wyman Hydro Project is licensed by the Federal Energy Regulatory Commission (hereinafter, "FERC"). CMP's Reserved Easements in this Deed Indenture are, to the extent they affect any Project Lands, Works or Waters identified in the FERC license, subject to the terms and conditions of that license and to the following covenants:

- (1) The use of lands or rights reserved herein shall not endanger health, create a nuisance or otherwise be incompatible with overall project recreational use;
- (2) CMP, its successors and assigns, shall take all reasonable precautions to insure that the construction, operation, and maintenance of CMP's

structures or facilities will occur in a manner that will protect the scenic, recreational and environmental values of the project; and

- (3) CMP, its successors and assigns, will not unduly restrict public access to project waters.

EXCEPTING AND RESERVING from the Granted Premises, however, to CMP, its successors and assigns forever, the land in the Town of Moscow in Somerset County, Maine, more particularly described in Exhibit C attached hereto and made a part hereof (hereinafter, "CMP's Substation Yard"); subject, however, to any easements conveyed thereon as set forth in Exhibit A attached hereto.

EXCEPTING AND RESERVING from the Granted Premises, however, to CMP all of CMP's Personal Property, as hereinafter defined, located on or attached to those portions of the Granted Premises burdened by CMP's Reserved Easements.

Also, EXCEPTING any personal property and fixtures that are owned by the dam operators or their families, or other employees and their families, situated on the Granted Premises. Also, EXCEPTING any camps and fixtures that are owned by the lessees or sublessees of CMP or their families situated on the Granted Premises, including the camp docks and fixtures and appurtenances related thereto, wherever situated. Also, EXCEPTING any camp docks and fixtures and appurtenances related thereto belonging to third parties, including without limitation camp lot owners, some but not all of which are shown on the Project Plans.

Wherever used in this Deed Indenture with initial capitalization, the term "CSI Agreement" means the Continuing Site/Interconnection Agreement dated January 6, 1998 by and between Central Maine Power Company and National Energy Holdings, Inc., now known as FPL Energy Maine, Inc., as amended on June 16, 1998, as affected by an Assignment and Assumption Agreement from FPL Energy Maine, Inc. to FPL dated as of June 16, 1998, a Notice of which is dated March 30, 1999 and recorded at the Somerset County Registry of Deeds in Book 2537, Page 78.

CMP and FPL (hereinafter, individually, a "Party" and collectively, the "Parties") hereby acknowledge, covenant and agree that (i) the terms and limitations of the CSI Agreement define certain continuing responsibilities and obligations of the Parties with respect to the use of and access to the other Party's property, assets and facilities, and (ii)

the terms of the CSI Agreement and this Deed Indenture shall be construed such that all of the terms of the CSI Agreement and this Deed Indenture shall be given full force and effect to the greatest extent possible. Moreover, Section 3.2.3(b) of the CSI Agreement is hereby incorporated by this reference and shall be given full force herein and is intended to apply to all easements granted and reserved herein notwithstanding anything to the contrary in this Deed Indenture. Except as otherwise specifically provided in this Deed Indenture (as indicated by the expression "Notwithstanding anything to the contrary contained in the CSI Agreement"), to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this Deed Indenture, the terms of the CSI Agreement shall control. For the purposes of this Deed Indenture, terms of the CSI Agreement and this Deed Indenture shall be deemed "directly inconsistent" if, giving full effect to such terms would be impossible, illogical, or absurd.

FPL and CMP hereby covenant and agree to the extent that there are any facilities, structures or equipment, together with the foundations (excluding buildings and generation-asset-related structures and facilities included in the description of the Granted Premises) and related equipment and appurtenances thereto, which constitute transmission and distribution facilities, structures or equipment, or which facilities, structures or equipment are by the express terms of this Deed Indenture, the CSI Agreement, the Site Separation Document for W.S. Wyman Hydro (Supplement to the CSI Agreement – Document 031), or any Bill of Sale between the Parties reserved to or retained by CMP (hereinafter, collectively, "CMP's Personal Property"), that: (1) CMP's Personal Property is and shall continue to be personal property notwithstanding its affixation or annexation to any real property; and (2) CMP's Personal Property is hereby severed and shall be and remain separate and severed from the real property on which it is located, even if affixed or annexed thereto now or in the future; and (3) no interest in CMP's Personal Property is being conveyed by this Deed Indenture. To the extent applicable, this document shall constitute an agreement pursuant to 33 M.R.S.A. Section 455.

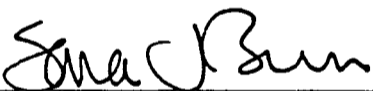
CMP and FPL hereby acknowledge, covenant and agree that (i) except as otherwise specifically provided in this Deed Indenture, all easements and licenses included within the definitions of the Granted Premises and CMP's Reserved Easements

shall be perpetual, subject to amendment or relocation thereof from time to time pursuant to the CSI Agreement, (ii) upon the termination of the CSI Agreement, all easements and licenses included within the definitions of the Granted Premises and CMP's Reserved Easements shall continue in full force and effect to the same extent such easements and licenses exist immediately prior to the termination of the CSI Agreement, and (iii) except as otherwise expressly stated in this Deed Indenture, wherever in this Deed Indenture the consent of one Party is required, the Party from whom the consent is required agrees that it will not unreasonably withhold, delay or condition its consent. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

For the purposes of this Deed Indenture, the term "Retained Land of CMP" shall mean and include (i) all of the real property designated on the Project Plans (as hereinafter defined) as "RETAINED LAND OF CMP," "CMP CO RETAINED LAND," "RETAINED LAND OF CMP FOR SUBSTATION YARD," or with words of similar import, and (ii) those portions of any transmission corridors shown on the Project Plans which are located outside the Project Boundary (as hereinafter defined).

IN WITNESS WHEREOF, the said Central Maine Power Company has caused this instrument to be executed by Sara J. Burns, its duly authorized President, as of the 7th day of April, 1999.

CENTRAL MAINE POWER COMPANY, a Maine corporation

By: 
Its: President
Printed Name: Sara J. Burns

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

On April 6, 1999, personally appeared the above-named Sara J. Burns, President of Central Maine Power Company, and acknowledged the foregoing to be her

free act and deed in her said capacity and the free act and deed of said Central Maine Power Company.

Before me,



Notary Public

Printed Name:

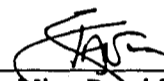
SARA OLIVER
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JANUARY 28, 2000

GRANTEE'S ACCEPTANCE

The said FPL ENERGY MAINE HYDRO LLC hereby acknowledges its acceptance of this Deed Indenture and its agreement to the terms, conditions and provisions set forth therein, and has caused this instrument to be executed by FPL Energy Maine, Inc., its sole member, by John W. Stanton, FPL Energy Maine, Inc.'s duly authorized Vice President, as of the 7th day of April, 1999.

FPL ENERGY MAINE HYDRO LLC, a Delaware-
limited liability company

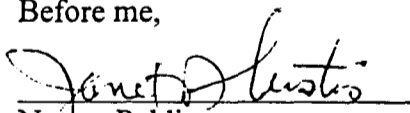
By: FPL Energy Maine, Inc., its sole member

By: 
Its: Vice President
Printed Name: John W. Stanton

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

On April 6, 1999, personally appeared the above-named John W. Stanton, Vice President of FPL Energy Maine, Inc., sole member of FPL ENERGY MAINE HYDRO LLC and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said FPL Energy Maine, Inc. and of said FPL ENERGY MAINE HYDRO LLC.

Before me,



Notary Public

Printed Name: Janet D. Eustis

Commission expires: 9/12/05

Exhibit A

Granted Premises

**Wyman Hydro Project
Somerset County**

Parcel One

Subject to exceptions and reservations set forth on Exhibit B and Exhibit C herein and/or the Project Plans hereinafter described, the land and interests in land with any improvements thereon (including without limitation all generation-asset-related facilities, structures and equipment, the dams across the Kennebec River, the powerhouse, fish ladder, flumes, penstocks, gates, gatehouses, spillways, retaining walls, buildings, structures and appurtenances thereto, if any) situated in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place, all in Somerset County, Maine, more particularly bounded and described as follows:

A. All real estate and interests in real estate including any fee interests and riparian rights related thereto, easement rights, mill privileges, and flowage rights of CMP within the "Project Boundary" (hereinafter, the "Project Boundary") as shown on plans captioned "Wyman Project Plan," Drawing 198-22-001, Sheets 1 through 6, dated March 26, 1999, which plans are recorded in the Somerset County Registry of Deeds in File No. 99 Pages 24, 25, 26, 27, 28 and 29 (hereinafter, the "Project Plans"). FPL hereby acknowledges that the nature of the interests herein conveyed varies amongst fee, easement and other rights and that CMP makes no representations or warranties as to the nature or quality of such interests.

B. All CMP's right, title and interest, if any, in and to flowage rights, whether acquired by prescription or otherwise, over lands flowed by the dams herein conveyed, including without limitation such flowage rights as have been acquired by CMP or its predecessors in title by virtue of current and/or historic flowage, together with the right to flow the Retained Land of CMP to the extent such land is currently or has been historically flowed by CMP.

C. All right, title and interest of CMP, if any, in and to those portions of railroad rights of way and the roads known as Town Road, Country River Road, and Route 201, situated within the land described above, and subject to rights of CMP reserved herein, rights of the public, and rights of others therein.

D. Together with an easement in common with CMP, its successors and assigns, for access on foot and with vehicles and to place fences and gates on a strip of land on the easterly side of County Road in Pleasant Ridge, which strip is situated between Points J and T on the Project Plans, and between the easterly side of County Road and the Project Boundary.

E. Together with all right, title and interest of CMP, if any, in and to Station Road (aka Town Road), such right, title and interest to be in common with CMP, its successors and assigns, and others.

F. Together with CMP's right, title and interest, if any, in and to any portions of public roads and ways that abut the Project Boundary between the abutting sideline or sidelines and the centerline of such public roads and ways.

Parcel Two: Stormwater Drainage Easement

A perpetual, non-exclusive right and easement over the Retained Land of CMP for the purpose of providing natural stormwater runoff from the Granted Premises as currently exists.

Parcel Three: Substation Easement

The perpetual, non-exclusive right and easement for access to and use of CMP's Substation Yard to erect, construct, maintain, repair, rebuild, replace, operate, patrol and remove FPL's cables, control cables, disconnects, terminators, surge arresters, and circuit breakers for delivery of electrical energy generated on the Granted Premises to CMP's transmission and distribution facilities together with all necessary equipment and appurtenances, including use of CMP's support structures, ducts, cable trays and appurtenances where necessary or convenient, all in accordance with the CSI Agreement (hereinafter, the "Substation Easement"). The Substation Easement shall include free access to and over CMP's Substation Yard subject only to any restrictions agreed upon by CMP and FPL and subject to reasonable rules and regulations that CMP may impose, provided that such rules and regulations are applied uniformly and fairly to all users of CMP's Substation Yard, including each of CMP's and FPL's own employees, agents, contractors, lessees and invitees.

FPL shall not materially increase the use or change the nature of the use of CMP's Substation Yard from CMP's current generation-related usage without the prior written consent of CMP. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

CMP and FPL covenant and agree that the portion of CMP's Substation Yard fenced in from time to time shall be secured to restrict access, provided that FPL shall have sufficient access by foot and by vehicle for maintenance, repair and replacement of FPL's facilities located therein. CMP's security facilities (such as fences, gates, doors, locks, cameras and other electronic devices) situated on the Retained Land of CMP shall be maintained by CMP in good repair and condition.

Exhibit B

CMP's Reserved Easements

**Wyman Hydro Project
Somerset County**

Easement One: CMP's Powerhouse Transmission Easement

The perpetual right and easement to erect, bury, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove above and below ground electric, communications and energy transmission and distribution lines consisting of suitable and sufficient poles, cables, pipes and towers with sufficient foundations together with lines extending upon, within and between the same for the transmission and distribution of energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, including use of FPL's support structures, ducts, cable trays and appurtenances where necessary or convenient, and for all Utility Services defined in accordance with 33 M.R.S.A. Section 458 (hereinafter, "CMP's Powerhouse Transmission Easement"), over, under and across the land situated in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place, all in Somerset County, Maine, more particularly described as follows:

1. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 302-301 (last revised as of 1/20/97), being a strip of land 500 feet wide in which Section 63 is currently located.
2. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 329-301 (last revised as of 1/20/97), being a strip of land 300 feet wide in which Section 66 is currently located.
3. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 580-101 (last revised as of 1/13/94), being a strip of land 300 feet wide in which Section 83 is currently located.
4. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 676-101 (last revised as of 10/4/93), being a strip of land 150 feet wide in which Section 215 is currently located.
5. A certain strip of land for transmission and distribution lines as defined in relevant part on Central Maine Power Company Drawing No. 574-222-31 (last

revised as of 7/13/98), being a strip of land 461.3 feet wide in which Section 222 is currently located.

The approximate location of the above strips of land are depicted on the Project Plans. Said CMP drawings are on file at the offices of CMP, 83 Edison Drive, Augusta, Maine and at the offices of FPL, 100 Middle Street, Portland, Maine 04101.

Also, in addition to the Access Ways Easement (as hereinafter defined), the perpetual, non-exclusive right and easement for access to the area burdened by CMP's Powerhouse Transmission Easement across the Granted Premises as may be reasonably necessary. Also the perpetual right and easement to excavate the area burdened by CMP's Powerhouse Transmission Easement as CMP deems necessary or useful in the exercise of the above-described rights; provided, however, CMP will promptly restore any disturbed areas to substantially the previously existing conditions.

FPL shall have the right to operate, maintain, replace, remove and repair any building, utility, utility line, road, fence, parking area, diversion channel or dam structure of any kind or nature existing in the area burdened by CMP's Powerhouse Transmission Easement as of the date of this Deed Indenture and shown on the Project Plans. If FPL desires to cross the Corridor other than on foot in locations other than established roads, ways, and parking areas, FPL shall be required to obtain the prior written consent of CMP. FPL covenants and agrees with CMP that any activities undertaken by FPL in the area burdened by CMP's Powerhouse Transmission Easement shall be undertaken in such a manner as will minimize impact on CMP's facilities for transmission and distribution. FPL will not place any material on or remove any material from the area burdened by CMP's Powerhouse Transmission Easement without prior written notice to and written consent from CMP. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

CMP agrees that the exercise of its rights under CMP's Powerhouse Transmission Easement shall not prevent adequate access by FPL to or materially interfere with FPL's continuing use, operation or maintenance (consistent with CMP's historical use, operation and maintenance thereof) of the Granted Premises affected thereby.

FPL shall have the right to construct, install, maintain, repair, rebuild, replace, operate, patrol and remove the existing Canoe Portage (hereinafter, the "Canoe Portage") over and across the area burdened by CMP's Powerhouse Transmission Easement. CMP shall have the right to relocate from time to time the Canoe Portage at its sole cost and expense. Any such relocation may be done only after at least 90 days prior written notice to FPL except only reasonable notice is required in exigent situations. Any such relocation shall be undertaken in such a manner and at such time so as to minimize the disruption of canoe portaging across and within the Retained Land of CMP and shall not

materially impair the utility of this easement to FPL existing at the time of said relocation.

Also reserving to CMP, its successors and assigns, CMP's Personal Property that constitutes Transmission Line Sections 63, 66, 83, 215 and 222, situated as defined in relevant part on said Central Maine Power Company Drawings No. 302-301, No. 329-301, No. 580-101, No. 676-101 and No. 574-222-31, including without limitation all related cables, wires, lines, circuit breakers, communications equipment, support structures, poles, towers, pipes, ducts, ductbanks, conduits, manholes, handholes, riser poles, anchors, guys, braces, fittings, crossarms, and foundations, (excluding buildings and generation-asset-related structures included in the description of the Granted Premises) equipment and appurtenances.

In the event CMP proposes to erect, bury, construct, or install one or more natural gas pipelines (as defined in 49 C.F.R. Ch.1 §192.3) within the area burdened by CMP's Powerhouse Transmission Easement, and such pipeline(s) is intended to transport natural gas under pressure exceeding 300 PSI or has an inside diameter of more than 12 inches (hereinafter, the "Gas Line"), CMP shall provide FPL with at least ninety (90) days prior written notice thereof and such notice shall include the proposed location of the Gas Line (hereinafter, the "Proposed Location"). If the Proposed Location raises reasonable safety or operational concerns with respect to FPL's then current or reasonably foreseeable future operations, FPL may propose an alternative location for the Gas Line (hereinafter, the "Alternative Location") by providing CMP with written notice thereof within forty-five (45) days of receiving notice of the Gas Line from CMP. The Gas Line shall be located in the Alternative Location if the Alternative Location is (i) functionally equivalent to the Proposed Location, (ii) located within the area burdened by CMP's Powerhouse Transmission Easement or on land of FPL which is in a reasonable proximity of the area burdened by CMP's Powerhouse Transmission Easement, and (iii) alleviates FPL's safety and operational concerns which give rise to the Alternative Location. CMP shall be responsible for the additional costs, if any, associated with locating the Gas Line in the Alternative Location rather than the Proposed Location. After the construction of the Gas Line has commenced, FPL shall have the right to require CMP to have the Gas Line relocated from time to time at FPL's sole cost and expense, including without limitation the cost of land acquisition and permitting costs. Any such relocation may be done only after reasonable prior written notice to CMP and shall be undertaken in such a manner and at such time as will minimize the disruption of use of the Gas Line. The relocation of the Gas Line when completed will not materially impair the rights of CMP reserved in this Deed Indenture or CMP's operations and shall not materially impair the utility of CMP's Powerhouse Transmission Easement existing at the time of said relocation.

Easement Two: Utility Easement

The perpetual right and easement to erect, bury, maintain, rebuild, respace, repair, replace, operate, patrol and do all other actions involving telecommunications, SCADA,

revenue metering, protection systems, and electric and communication distribution equipment and facilities consisting of poles, wires, and cables, together with all necessary fixtures and appurtenances, across and under the surface of the land which is included in the definition of the Granted Premises, including use of FPL's support structures, ducts, cable trays and appurtenances where necessary or convenient (hereinafter, CMP's "Utility Easement"), in the Towns of Pleasant Ridge, Moscow, Caratunk, Concord and Bingham, and in the Township of Carrying Place, all in Somerset County, Maine more particularly described as follows:

1. Substantially the area where the Station Service Distribution Line running from CMP's Substation Yard to the Powerhouse (as hereinafter defined) is currently located.
2. Substantially the area where overhead or underground fiber optic cable running from Route 201 to CMP's Substation Yard and to the Powerhouse is currently located.
3. Substantially the area where distribution line Circuit 872D1 is currently located.
4. Substantially the area where distribution lines running to leased buildings on the Granted Premises are currently located.
5. Substantially the area where distribution lines for service along Route 201 are currently located.
6. Excluding de-energized lines which are no longer used or useful for CMP's purposes, substantially the area where any overhead or underground distribution lines of CMP not described above are currently located.

Also, in addition to the Access Ways Easement, the perpetual, non-exclusive right and easement for access to the area burdened by CMP's Utility Easement across the Granted Premises as may be reasonably necessary. Also the perpetual right and easement to excavate the area burdened by CMP's Utility Easement as CMP deems necessary or useful in the exercise of the above-described rights, provided, however, CMP will promptly restore the surface to substantially the previously existing condition.

The rights reserved herein include the right to restrict the construction of buildings, structures and improvements within 15 feet of the centerline of CMP's above ground equipment and facilities and within 8 feet of the centerline of CMP's underground equipment and facilities, provided, however, such widths may be reduced with CMP's prior written consent and such widths shall not apply within existing buildings; the right to keep the surface of the ground above CMP's underground cables and other electrical equipment free from structures, improvements and growth which, in the reasonable judgment of CMP, may interfere with the proper operation or maintenance of said underground cables; and the right to enter upon the land or rights of FPL for any and all of the foregoing purposes. Notwithstanding the foregoing, CMP agrees that the maintenance, repair and replacement of buildings, structures and improvements to the extent currently existing and substantially as currently located at the date of this Deed Indenture shall not be prohibited under this paragraph. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

CMP agrees that the exercise of its rights under CMP's Utility Easement shall not prevent adequate access by FPL to or materially interfere with FPL's continuing use, operation or maintenance (consistent with CMP's historical use, operation and maintenance thereof) of the Granted Premises affected thereby.

Also reserving to CMP, its successors and assigns, CMP's Personal Property that constitutes the distribution lines and facilities as described above, including without limitation all related cables, wires, lines, circuit breakers, communications equipment, support structures, poles, towers, pipes, ducts, ductbanks, conduits, manholes, handholds, riser poles, anchors, guys, braces, fittings, crossarms, and foundations, (excluding buildings and generation-asset-related structures included in the description of the Granted Premises) equipment and appurtenances.

Easement Three: Vegetation Control

The perpetual right and easement, at any time or times, to cut and remove all trees and to clear and keep clear the area burdened by CMP's Powerhouse Transmission Easement and CMP's Utility Easement of all trees, timber, and bushes growing thereon, by such means as CMP may select, including without limitation the lawful use of herbicides.

Also the perpetual right and easement at any and all times to enter the Granted Premises for the purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of CMP's Reserved Easements or the Retained Land of CMP, as in falling would in the judgment of CMP interfere with or endanger the operation and maintenance of any lines or wires constructed on CMP's Reserved Easements or the Retained Land of CMP.

Easement Four: Powerhouse Easement

The perpetual, non-exclusive right and easement for access to and use of the building located on the Granted Premises and designated "Powerhouse" on Sheet 2 of the Project Plans (hereinafter, the "Powerhouse") to install, erect, construct, maintain, repair, rebuild, replace, operate, patrol and remove CMP's switches, relays, relay panels, protective relay systems, batteries, meters, wires, cables, fiber optic cables, other telecommunications, SCADA, RTU, and other equipment and appurtenances with sufficient support structures, for energy transmission, distribution, control and communications purposes together with all necessary equipment and appurtenances, including use of FPL's support structures, ducts, cable trays and appurtenances where necessary or convenient, and to use the bathrooms, all in accordance with the CSI Agreement. FPL shall maintain the Powerhouse in good repair and condition.

CMP shall have the use of the elevator(s) and FPL's batteries, battery chargers, DC panels, breakers, enclosures, switches and other related equipment and appurtenances (hereinafter, the "Battery Systems") located in the Powerhouse. The elevator(s) and the Battery Systems shall be maintained in good repair and condition by FPL. Shared use of the elevator(s) and the Battery Systems shall be in accordance with the CSI Agreement.

CMP and FPL agree that the Powerhouse shall be secured to restrict access, provided that CMP shall have sufficient access by foot and by vehicle for maintenance, repair and replacement of the facilities located therein. FPL's security facilities (such as fences, gates, doors and locks) situated on the Granted Premises shall be maintained by FPL in good repair and condition.

Also reserving to CMP, its successors and assigns, CMP's Personal Property together with the support structures (excluding buildings and generation-asset-related structures included in the description of the Granted Premises) and appurtenances thereto located on, under or in the Powerhouse.

Easement Five: Access Ways Easement

A perpetual, non-exclusive right and easement, subject to the provisions hereof, for ingress and egress by CMP and its employees, agents, contractors, lessees and invitees over, across and through all roadways, alleyways, driveways, entranceways, and other travel ways located on the Granted Premises (hereinafter, collectively, the "Access Ways"), together with the use jointly with FPL of all appurtenant rights of access to the Granted Premises. Subject to the limitations set forth herein, such easement (hereinafter, the "Access Ways Easement") shall be for the purpose of providing access on foot and with any vehicles and equipment to and from all public roads on and over established roadways that may exist from time to time to and across the Granted Premises and to provide access within the Granted Premises to and among CMP's Reserved Easements and the Retained Land of CMP. Without limiting the generality of the foregoing, the Access Ways Easement shall include access to and non-exclusive use, for the benefit of the Retained Land of CMP and/or CMP's Reserved Easements, of all parking areas from time to time located on the Granted Premises. Without limiting the generality of the foregoing, the Access Ways Easement shall include the right from time to time to park and operate (but not store) a mobile substation vehicle and necessary fencing, grounding, blocking and other appurtenances for reasonable time periods on the Granted Premises in the vicinity of CMP's Substation Yard whether or not on a designated parking area. The Access Ways Easement shall provide free access over and across the established roadways and parking areas on the Granted Premises subject only to any restrictions agreed upon by CMP and FPL and subject to reasonable rules and regulations that FPL may impose, provided that such rules and regulations are applied uniformly and fairly to all users of the Access Ways, including each of CMP's and FPL's own employees, agents, contractors, lessees and invitees.

FPL shall have the right to relocate from time to time the Access Ways at its sole cost and expense. Any such relocation may be done only after at least 90 days prior written notice to CMP, except that only reasonable notice is required in exigent situations. Any such relocation shall be undertaken in such a manner and at such time as will minimize the disruption of traffic flow across and within the Granted Premises. The relocation of the Access Ways when completed will not materially impair the rights of CMP reserved herein or CMP's operations and shall not materially impair the utility of this easement to CMP existing at the time of said relocation.

FPL shall be responsible, at its sole cost and expense, for the repair and maintenance, including snow removal as necessary, of the Access Ways to the extent of FPL's use thereof. Notwithstanding the foregoing, FPL shall be responsible, at its sole cost and expense, for the repair and maintenance, including snow removal as necessary, of Station Road to Wyman Dam. CMP shall have the right but not the obligation to repair and maintain the Access Ways.

Easement Six: Stormwater Drainage

A perpetual, non-exclusive right and easement for stormwater runoff from CMP's Reserved Easements and the Retained Land of CMP, including CMP's Substation Yard through the Granted Premises.

Easement Seven: Intertie and Revenue Meter Easement

For the purpose of enabling CMP to carry out its rights and obligations under the CSI Agreement, the perpetual, non-exclusive right and easement for access to and inspection of FPL's Intertie Equipment, the Dispatch Points of Demarcation, the Points of Interconnection, and the Interconnection Facilities, all as defined in the CSI Agreement and the Exhibits and Schedules thereto, and associated equipment and improvements thereon on the Granted Premises (hereinafter, collectively, the "Intertie Facilities"). Also the perpetual, non-exclusive right and easement for access to operate, maintain, repair, replace, remove and upgrade CMP's revenue meters and associated equipment (hereinafter, the "Revenue Meters"). Such easements (hereinafter, the "Intertie and Revenue Meter Easement") apply wherever the Intertie Facilities or Revenue Meters are located on, under or in the Granted Premises, including without limitation the powerhouses and substations thereon.

CMP and FPL agree that the Intertie Facilities shall be secured to restrict access, provided that CMP shall have sufficient access by foot and by vehicle for the Intertie and Revenue Meter Easement. All security facilities for the Intertie Facilities shall be maintained by FPL in good repair and condition.

Easement Eight: Reservoir Access Easements

A perpetual right and easement for CMP, its successors and assigns, and its employees, agents, contractors, lessees and invitees to the Reservoir Access Easement Area (as hereafter defined) to draw water for domestic use and for purposes of vehicular and pedestrian access and for purposes of seasonal boat storage (by pulling boats up on the shore), docking, and/or mooring, and the installation, retention, maintenance, operation, repair, and modification of a non-commercial dock or docks with appurtenances and foundations, provided any such activities comply with applicable laws. The term "Reservoir Access Easement Area" as used in this Deed Indenture shall mean those portions of the shore of the Kennebec River Reservoir (being the reservoir created by Wyman Dam, so called) and the Kennebec River located on the Granted Premises which lie between the portions of the Project Boundary that adjoin the Retained Land of CMP identified as Bingham Parcel 1, Pleasant Ridge Parcel 1 from Point O on the Project Plans to the north, Carrying Place Parcels 1, 5, 7-1, and 7-2, and over Caratunk Parcel lots 8 and 8 benefiting land conveyed to CMP pursuant to deeds from William Hutchins dated May 14, 1937 and from Annie L. Savage dated January 2, 1912, such deeds being recorded at the Somerset County Registry of Deeds in Book 442, Page

91 and Book 329, Page 320, respectively (hereinafter collectively the "Reservoir Parcels") and the Kennebec River Reservoir and between the portions of the Project Boundary that adjoin the Reservoir Parcels and the Kennebec River on the Granted Premises. CMP agrees that FPL shall have the right in its sole discretion to raise (to the extent of the flowage and other rights granted to FPL in Exhibit A, Parcel One, paragraphs A and B of this Deed Indenture) or lower the waters of the Kennebec River Reservoir such that the Reservoir Access Easement Area is either flowed or dry, it being understood, however, that the Reservoir Access Easement Area is intended to cover whatever land is reasonably necessary for access from the Reservoir Parcels to the Kennebec River Reservoir and the Kennebec River.

Exhibit C

CMP's Substation Yard

**Wyman Hydro Project
Somerset County**

A certain lot or parcel of land with the improvements and fixtures thereon situated in the Town Moscow in Somerset County, Maine, bounded and described as follows:

The shaded area designated as "S/S" and "Fee Retained by CMP for Substation Yard" on Detail "A" on Sheet 2 of the Project Plans.

SECRET Book 2510, Page 140

MOSCOW

- ✓ George Carter, #35 #25,729 NO-
- William S. Beane, #9
- ✓ Romeo Rodrigue, #89 25,813 NO-
- ✓ Cecil Laweryson, #110 25,778 NO-
- Town of, #95 2002
- ✓ Edmond J. Beaudoin, #101 25,775 25,796 NO-
- ✓ Thomas E. Giles, #120 25,805
- ✓ Edward H. Foster, #121 25,804 NO-
- ✓ Romeo Rodrigue, #122 25,813
- ✓ Jos. P. Redmond, See V.F. 69-16-2, Env. #25,756, 3/25/60 ^{NO-} ~~3-189~~
- ✓ William H. Bottoms, #190 25,821 NO-
- ✓ Moscow, Town of, #11-82, 3/27/85, File 40,874 NO-

MOSCOW (continued)

- ✓ William H. Bottoms, #234 25,924 NO-
- ✓ George Carter, Jr. et al, #289 #25,974 NO-
- ✓ William S. Beane, et al, #330 40,026 NO-
- ✓ James E. Beane, et al, #331 40,027 NO-
- ✓ Gerald Dumpus, et al. #347, #413 (corrective deed) ^{40,044 + 40,087}
- ✓ Zina N. Witham, et al, #390 40,082 NO-
- Blanche Hagar, #313 40,035 NO-
- ✓ William H. Bottoms, #118 25,781
- ✓ BAKER MOUNTAIN SKI TOW CLUB, #519 40,230 NO-
- ✓ JAMES E. BEANE, ET AL, #566 40,291 NO-
- ✓ RAYMOND L. FRANCOEUR, ET AL, #565 40,290 NO-

MOSCOW (Continued)

- ✓ Maine, State of D.O.T., 5/26/87, Taking, ^{yes}
File #41,084, Proj. # F-033-1(31)
- ✓ Gilbert, John & Rhonda, Easement NO T/L
File - 41,215, 10-23-91
- ✓ M.D.O.T., Taking, 9/18/89, 41,247 ^{yes}
- ✓ 41,376 - Vermette, David & Doris, Indenture
4/5/95 NO T/L
- ✓ 41,317 - Gilbert, John & Rhonda, ^{NO} Indenture
1/14/94
- ✓ 41,473 Maine, State of D.O.T., 10/28/96 ^{yes}

Wymman
Project

41,474 Raymond & Julia Schram, Maria L. Renaud,
 Quitclaim Deed, 11/4/96 (UMP) ^{yes}

MOSCOW (cont'd)

Wigman
Project

CARRYING PLACE TOWNSHIP

Edward J. Roy & Robert S. Smith, #800A - #40,526

Thomas L. Dickson, #860 - #40,578 NO

41,313 - Quitclaim Deed, S.D. Warren, 3/1/94
(See Sapling Town File, S.D. Warren
to CMP) NO - Sapling Project

41,327 - U.S.A. Dept. of Interior, National
Park Service - Sale of land and easements
dated 9/12/94. YES

41,339 Nat'l Park Service, 233 acres fee sale,
1987 - Appalachian Trail - 32.75 ac
Easement
NO - T/K

CARRYING PLACE TOWNSHIP (cont'd)

41,433 Oxford Paper Co., Indenture, Easement
Deed, 12/22/95 (See Purchase File -
Lower Enchanted for more info) NO - Pleasant Ridge Project

41,471 United States of America, Warranty Deed,
7/29/96 (See Purchase File - Carrying
Place T1,R3) NO
Sapling Project

PLEASANT RIDGE

Romeo Roderique, #34 25,744 NO

Armit Robbins, #11 ?

Stanton A. Beane, #139 ? 5/23/61

Stanton A. Beane, #153 (Lease) ? 5/23/61

Charles Hewett, #828 ? lease 7/1/75

Rowe
Pond

41,433 Lower Enchanted/Oxford Paper Co.,
12/22/95 Indenture, Easement Deed
(See Purchase File - Lower Enchanted)

Trust should
be in Lower
Enchanted
check purchase file

CARATUNK PLANTATION

- ✓ Pleasant Pond Association, #7 25,782 NO
- ✓ James Hilton, #97 25,779 NO
- ✓ Merwin Beane, #113, #162 25,707 - 25,150 NO
- ✓ Zilla Young, #90-90A 25,766 NO
- ✓ Ralph Ryder, #130 25,812 NO
- ✓ John York, #107 25,745 NO
- ✓ William York, #177 25,865 NO
- ✓ State of Maine, #215 25,775 NO
- State of Maine, #274 (& The Forks) ?
- ✓ State of Maine, #291 (Lease) 25,921 already have on system
- ✓ Howard L. Mitchell, #304 40,001 NO

- ✓ Mildred L. & Robert S. Smith, #40,526 YES
- ✓ William York, #40,546 YES

✓ Town of Caratunk, Sale, 2/28/91
File 41,185 ~~NO~~ NO

✓ Ekloff Marine (Harry Rutigliano) Sale of
35 ac. parcel 12/2/91 File 41,210 ~~NO~~ NO

41,327 - U.S.A. Dept. of Interior, National
Park Service - Sale of land and easements
dated 9/12/94. YES

CARATUNK (Continued)

- ✓ 41,339 Nat'l Park Service, 13 ac. Appalachian
Trail, and Carratunk/Bald Mt. 23.4 ac.
Easements dated 1987. YES
- ✓ 41,416 Matthew A. Polstein, Indenture, 8/16/95
YES

Handwritten initials or mark at the bottom right of the page.