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TRANSFER
TAX
PAID

DEED INDENTURE

Rev 12/18/03

Messalonskee Hydro Projects
Kennebec County
045433

FPL ENERGY MAINE HYDRO LLC, a Delaware limited liability company with a mailing address of 160 Capital Street Augusta, Maine 04330 (hereinafter referred to as "FPL ENERGY" which word is intended to include, unless expressly stated otherwise, FPL ENERGY and its successors and assigns), for consideration paid, releases to **MESSALONSKEE STREAM HYDRO, LLC**, a Maryland limited liability company, with a mailing address of 191 Main Street, Annapolis, MD 21401 (hereinafter referred to as "MESSALONSKEE," which word is intended to include, unless expressly stated otherwise, MESSALONSKEE and its successors and assigns), certain land and interests in land with the buildings and improvements thereon in the Towns of Oakland, Sidney, Belgrade, and Waterville, Kennebec County, Maine, more particularly described in Deed Indentures by and between Central Maine Power Company and FPL Energy Maine Hydro LLC dated April 7, 1999 and recorded in the Kennebec County Registry of Deeds in Book 5913, Page 320, Book 5914, Page 1 and Book 5914, Page 24 to which deeds reference is hereby made and incorporated herein in its entirety for a more particular description of the property herein conveyed (hereinafter, the "Granted Premises").

The Granted Premises are conveyed subject to and with the benefit of the exceptions, reservations, rights, easements, covenants, conditions and restrictions described in the aforementioned Deed Indentures by and between Central Maine Power Company and FPL Energy Maine Hydro LLC dated April 7, 1999 and recorded in the Kennebec County Registry of Deeds in Book 5913, Page 320, Book 5914, Page 1 and Book 5914, Page 24 and subject to easement granted to Town of Oakland recorded October 10, 2003 in said Registry of Deeds in Book 7677, Page 257.

The Granted Premises are also conveyed subject to and with the benefit of a certain Continuing Site/Interconnection Agreement and Assignment and Assumption Agreement by and between Central Maine Power Company and National Energy Holdings, Inc., later known as FPL Energy, Maine, Inc., dated January 6, 1998, as amended, as evidenced in the Kennebec County Registry of Deeds by Notice of Continuing Site/Interconnection Agreement and Assignment and Assumption Agreement dated April 7, 1999 recorded in Book 5907, Page 1 and as further affected by an Assignment and Assumption Agreement by and among FPL ENERGY, MESSALONSKEE and Central Maine Power Company of near or even date herewith to be recorded herewith.

Together with certain real property located in Oakland, Kennebec County, Maine, more particularly described in deed from Central Maine Power Company to FPL Energy dated December 18, 2003 and recorded in the Kennebec County Registry of Deeds in Book 7775, Page 120.

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FPL ENERGY and MESSALONSKEE acknowledge that the Messalonskee Hydro Projects are licensed by the Federal Energy Regulatory Commission (hereinafter "FERC").

IN WITNESS WHEREOF, the said FPL Energy Maine Hydro LLC has caused this instrument to be executed by Ronald Scheirer, its Vice-President, thereunto duly authorized, as of the 19th day of December, 2003.

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

By: _____
Its: Vice President
Printed Name: Ronald Scheirer

STATE OF Florida
COUNTY OF Palm Beach, ss. December 19, 2003

Personally appeared the above-named Ronald Scheirer, Vice President of FPL Energy Maine Hydro LLC 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 FPL Energy Maine Hydro, LLC.

NOTARY PUBLIC STATE OF FLORIDA
JANET L. ERVIN
MY COMMISSION # DD 176642
EXPIRES: April 25, 2007
Bonded Thru Budget Notary Services

Before me,
Janet L Ervin
Notary Public
Printed Name: Janet L. Ervin
Commission Expires: April 25, 2007

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MESSALONSKEE'S ACCEPTANCE

The said MESSALONSKEE STREAM HYDRO, LLC hereby acknowledges its acceptance of this Deed Indenture and its agreement to and assumption of the terms, obligations of FPL ENERGY, conditions and provisions set forth therein, and has caused this instrument to be executed by Wayne L. Rogers, its Managing Director, thereunto duly authorized Managing Director, as of the 22nd day of December, 2003.

MESSALONSKEE STREAM HYDRO, LLC

By: [signature]
Its: MANAGING DIRECTOR
Printed Name: WAYNE L. ROGERS

STATE OF Maryland
COUNTY OF Anne Arundel, ss. December 22, 2003

Personally appeared the above-named Wayne L. Rogers, Managing Director of Messalonskee Stream Hydro, LLC, 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 Messalonskee Stream Hydro, LLC.

Before me,

[signature]
Notary Public
Printed Name: JUDITH A. DILLY
Commission Expires: NOTARY PUBLIC STATE OF MARYLAND My Commission Expires June 1, 2005

JUDITH A. DILLY NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD

RECEIVED KENNEBEC SS.
2003 DEC 23 PM 3:33
ATTEST: [signature]
REGISTER OF DEEDS