

**KIBBY WIND POWER PROJECT
SUMMARY OF APPLICANT’S RIGHT, TITLE AND INTEREST**

The documents evidencing the applicant’s right, title and interest in the land necessary for development of the Project (“the Property”) are attached hereto and include:

- A. Letter from Plum Creek Maine Timberlands L.L.C. (“Plum Creek”), the fee owner of all the land in Skinner and Kibby townships, joining in this application (Attachment A);
- B. Deeds evidencing Plum Creek’s current ownership in fee of the land in Skinner and Kibby Townships (Attachment B);
- C. Documentary evidence of Plum Creek’s former name of SDW Timber II, L.L.C. (Attachment C);
- D. 1992 Short Form Easement Agreement from S.D. Warren Company (S.D. Warren”) to U.S. Windpower, Inc. (Attachment D);
- E. 1993 First Amendment to that Easement Agreement (Attachment E);
- F. Partial Release of Property between S.D. Warren and Kenetech Windpower Inc. (formerly known as U.S. Windpower, Inc.) (“Kenetech”), dated April 14, 1994 (Attachment F);
- G. Assignment of Grant of Easement from Kenetech to Enron Wind Development, Inc. (“Enron”), dated May 19, 1997 (Attachment G);
- H. Partial Release of Property between Plum Creek and Enron dated November 12, 1998 (Attachment H);
- I. Assignment of Easement from Enron Wind Development LLC (successor by merger to Enron Wind Development Inc.) to GE Wind Energy, LLC (“GE”), dated May 10, 2002 (Attachment I);
- J. Redacted copy of the Option Agreement between GE and TransCanada Energy Ltd. (Attachment J);
- K. Assignment of Option Agreement from TransCanada Energy, Ltd. to TransCanada Maine Wind Development, Inc. dated December 1, 2006 (Attachment K);
- L. Letter from Kennebec West Forest LLC (“KWF”) to LURC confirming TransCanada’s purchase of easement rights (Attachment L);
- M. Map of the D-PD zone proposed for development of the wind turbines (Attachment M).

I. Activities in Skinner and Kibby Townships

A. Land Ownership

The wind turbines will be located in the Skinner (T1R7) and Kibby (T1R6) Townships within Franklin County (the “Property”). Plum Creek is the current owner in fee of the entirety of these two townships, as evidenced by the deeds contained in Attachment B, which demonstrate that in 1998, S.D. Warren

Company (“S.D. Warren”) transferred all the land in T1R6 and T1R7 to SDW Timber II, L.L.C., and Attachment C, which shows that SDW Timber II, L.L.C. subsequently changed its name to Plum Creek Maine Timberlands, L.L.C. Plum Creek has joined as a co-applicant in ZP-709, thereby satisfying the right, title and interest requirements of 12 M.R.S.A. § 685-B(2)(D) and Section 10.21.G.4 of LURC Regulations.

B. Easement Interests

TransCanada independently possesses the right to undertake development activities in Skinner and Kibby Townships as demonstrated by the following chain of property entitlements:

- In 1992 S.D. Warren, then the fee owner of Kibby and Skinner Townships, granted an exclusive easement to U.S. Windpower, Inc. for the development of wind energy generation facilities (“the Easement Agreement”). The Easement Agreement includes the right, “without limitation,” to construct, install, maintain and operate wind turbines and the associated transmission lines, transformers, energy storage facilities, roads and all other wind-generation-related facilities upon the Property, which included all of Kibby and Skinner Townships. See Section 1.1 of Attachment D.
- In a 1993 amendment to the Easement Agreement, S.D. Warren included additional property in Eustis Township in the Easement Agreement. See Attachment E.
- A Partial Release executed in 1994 between S.D. Warren and Kenetech released all of the Appleton Township and the northern half of the Skinner Township lands from the Easement. This release did not affect the lands currently planned for development of the Kibby Project wind turbines. See Attachments F and M. In addition, the released property remained subject to the Access and Transmission rights under the Easement Agreement. See Attachment F.
- In 1997, the Easement Agreement was assigned by U.S. Windpower’s successor, Kenetech Windpower, Inc., to Enron Wind Development Corp. See Attachment G.
- In November 1998, Plum Creek executed a Partial Release with Enron, releasing additional lands in Kibby and Skinner Townships. The lands retained under the Easement Agreement include those proposed for development of the Kibby Project. See Attachments H and M. In addition, the released property remained subject to the Access and Transmission rights under the Easement Agreement. See item (1) of Attachment H.
- In 2002, Enron Wind Development LLC (successor by merger to Enron Wind Energy Corp.) assigned the rights under the Easement Agreement to GE Wind Energy, LLC. See Attachment I.

- In 2005, GE Energy and TransCanada Energy Ltd. entered into an Option Agreement granting to TransCanada the exclusive option to acquire GE's rights under the Easement Agreement. See Attachment J.
- In 2006 TransCanada Energy Ltd. assigned its rights under that Option Agreement to TransCanada Maine Wind Development, Inc. See Attachment K.

The Easement Agreement currently includes the exclusive right to develop, maintain and operate wind turbines and the associated transmission lines, transformers, substations, energy storage facilities, roads and all other wind-generation-related facilities upon the Property in Skinner and Kibby Townships as set forth in Attachment H. That Property includes the area proposed for rezoning in the Kibby Wind Power application. See Attachment M.

Based upon the foregoing documents, the applicant has demonstrated that GE Wind Energy, LLC, is vested with the exclusive rights and interest in the Property as described in Attachment H for wind resource evaluation, wind energy development, energy transmission, and related wind energy development uses on, over, and across the Property (rights contained within the "Easement Agreement"), together with rights in all land formerly owned by S.D. Warren Company (now owned by Plum Creek) located in Kibby and Skinner Townships for ingress, egress, and the installation and maintenance of transmission lines, substations, and related facilities serving the Project. TransCanada Maine Wind Development Inc. is vested with the exclusive right and interest to acquire the Easement and related rights upon exercise of the Option.

C. Access Rights

Pursuant to the rights associated with the original Short Form Easement Agreement (Section 1.1, Attachment D), TransCanada has the right to construct, expand and maintain roads on the Property for all activities related to the "collection and transmission of electric power" associated with the wind generation project. This Access Easement was specifically retained when some portions of the Property, originally encumbered by the Easement, were subsequently released. See Attachments F and H. Thus, TransCanada has the right to utilize and expand any existing access roads within Skinner and Kibby Townships, as well as the right to construct new access roads within those Townships that may be necessary to construct or maintain the Project.

D. Transmission Line and Substation Facility Rights

In addition to the access rights described above, TransCanada has the right to construct, install and maintain transmission lines and substations "on along and in the Property" as necessary for the Project, by virtue of the Transmission Easement contained in Section 1.2 of the Easement Agreement. This Transmission Easement was specifically retained when certain portions of

the property were released from the Easement, see Attachments F and H, and includes the right to erect, construct, replace remove, maintain and use all towers, wires, cables, substations, facilities and rights of way associated with the Project, in Kibby and Skinner Townships.

II. Activities Outside Skinner and Kibby Townships

A. Access Rights

The D-PD rezone area is located just off of Route 27 and is accessible by Gold Brook Road, a private haul road. Gold Brook Road intersects with Route 27 in Chain of Ponds Township. The land within Chain of Ponds over which Gold Brook Road traverses is owned by Kennebec West Forest, LLC. As evidenced by the letter from Kennebec West Forest LLC, TransCanada is entering into an agreement with KWF to purchase access rights for the use of Gold Brook Road through Chain of Ponds Township to access the property within Kibby Township for the construction and maintenance of the Project. See Attachment L.

B. Transmission Line

TransCanada is entering into various Easement Lease/Purchase Agreements to acquire easement rights for the 115kV transmission line connecting the Project to the CMP substation in Carrabassett Valley. Documents evidencing these easement rights are included in Volume V of this application.

C. Other Development

Pursuant to a separate Option to Lease/Purchase Agreement, TransCanada Maine Wind Development, Inc. has the right to construct, access and maintain staging areas and a batch plant located on land owned by Kennebec West Forest LLC. See Attachment L.

ATTACHMENT A

Russell S. Hagen
Vice President

Plum Creek Timber Company, Inc.
999 Third Avenue, Suite 4300
Seattle, WA 98104-4096
206-467-3624



April 2, 2007

Land Use Regulation Commission
22 State House Station
Augusta, Maine 04333
Attn: Marcia Spencer Famous

RE: LURC Rezoning Petition ZP-709

Dear Ms. Spencer Famous:

Plum Creek Maine Timberlands LLC is the fee owner of all the land in Kibby and Skinner Townships located in Franklin County, Maine. A portion of this land is the subject of Rezoning Petition ZP-709, filed by TransCanada Maine Wind Development, Inc.

TransCanada's right, title, and interest in the subject property derives from an easement agreement entered into by S.D. Warren Company (Plum Creek's predecessor-in-interest) and U.S. Windpower, Inc. (TransCanada's predecessor-in-interest), recorded in the Franklin County Registry of Deeds at Book 1297, Page 235. Plum Creek hereby joins in the application of TransCanada Maine Wind Development Inc. for the creation of a D-PD subdistrict for the construction and operation of its proposed Kibby Wind Power Project. Plum Creek is joining in this application solely for purposes of satisfying the Commission's interpretation of the requirements set forth in 12 M.R.S.A. § 685-B(2)(D) and Section 10.21.G.4 of the LURC regulations. Plum Creek is not a partner of or joint venturer with TransCanada or otherwise participating in the development of the project.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in dark ink, appearing to be 'R. Hagen', with a long horizontal line extending to the right.

ATTACHMENT B

BK 1799PG 170

STO-298-0170

Kibby
Franklin County
S. D. Warren Company

QUITCLAIM DEED
Without Covenant

010509

S. D. WARREN COMPANY, a Pennsylvania corporation with a mailing address of 225 Franklin Street, Boston, Massachusetts 02110 ("Grantor") hereby grants to **SDW TIMBER II, L.L.C.**, a Delaware limited liability company with a mailing address of 225 Franklin Street, Boston, Massachusetts 02110 ("Grantee"), all of Grantor's right, title and interest in and to the land, together with any improvements located thereon, and all merchantable and unmerchantable timber located thereon, whether growing, lying or standing, situated in Kibby, County of Franklin and State of Maine, more particularly described on **Schedule A** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging, to the said Grantee, its successors and assigns forever.

MEANING AND INTENDING TO CONVEY and hereby conveying all of the real property owned by Grantor that is situated in Kibby, Franklin County, Maine, whether or not specifically described on Schedule A, including without limitation the real property conveyed by Skylark, Inc., to Grantor by deed of near or even date herewith, to be recorded in the Franklin County Registry of Deeds.

Said premises is conveyed subject to real estate taxes and assessments not yet due and payable.

IN WITNESS WHEREOF, the said S. D. Warren Company has caused this instrument to be executed this 5th day of November, 1998.

WITNESS:

S. D. WARREN COMPANY

[Signature]

By: [Signature]
Print Name: Sarah G. Manchester
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK ss.

November 5, 1998

Personally appeared the above-named Sarah G. Manchester,
Assistant Secretary of S. D. Warren Company and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of said corporation.

Before me,

SEAL

[Signature]
Notary Public/Attorney-at-Law
Print name: _____
My commission expires: _____

KAREN M. MORASH, Notary Public
My Commission Expires April 15, 2005

Maine Real Estate
Transfer Tax Not Necessary

Kibby
Franklin County
S. D. Warren

SCHEDULE A

Tract 1

All that part of Township No. One (1), Range Six (6) West of Bingham's Kennebec Purchase in the northerly and being the remaining part of said Township after the conveyances by the State of Maine to William Kibbie and H. G. Stevens, Trustee, said conveyances being dated September 17, 1830, and recorded in State Land Office, book "Records of Deeds," Vol. 4. pp. 29 and 28.

Excepting and Reserving, however, five hundred acres for public uses of equal average value of land and timber in said tract.

The part of said Township hereby conveyed including the reservation contains 10,540 acres more or less.

Tract 2

A certain tract or parcel of land situated in Township No. One in the Sixth Range of Townships, West of Bingham's Kennebec Purchase, in the County of Franklin, and said State of Maine, commonly called "Kibbie", more specifically described as follows, viz:

The East seven hundred and fifty eight fifteen hundred sixty eighth parts (758/1568) of the South seven twelfths of said Township, the West line of the land above described to be run at right angles to the South line of said Township.

Tract 3

A certain tract of land situated in the Southwest part of Township No. 1 in Range 6, West of Bingham's Kennebec Purchase, in the County of Franklin, in said State of Maine, known as Kibby Township" and bounded as follows; viz: On the North by a Public Lot and the Woodruff strip, so called; on the East by land now or formerly of Josiah Chase and Alonzo H. Chase and on the South and West by the south and west lines of said Township, respectively, excepting however, all Public Lots located within said tract.

Tract 4

A certain piece or parcel of land situated in Township Number One, Range Six, West of Bingham's Kennebec Purchase in the County of Franklin and State of Maine, and bounded and described as follows: viz; On the North by land of said grantee; on the East by the East line of said Township One, Range Six; on the South by land of said grantee and on the West by the West line of said Township One, Range Six.

Tract 5

Township 1, Range 6, WBKP (Kibby)

Three certain lots or parcels of land situated in Township 1 Range 6 WBKP, (Kibby), Franklin County, Maine, bounded and described as follows:

First Parcel - Beginning at a yellow birch in the westerly line of said township where a stream crosses said line, thence running easterly at right angles with said west line, 98 rods to a spruce marked by  1865, thence southerly on a line parallel with said west line 137 rods to a fir tree marked by  1865, hence westerly a right angle with the last line 98 rods to a fir tree marked by  1865 and standing in the said west line, thence northerly on the said west line 137 rods to the first mentioned bounds containing 83 1/3 acres in northerly half of said township.

Second Parcel - Commencing at spruce tree standing in the west line of said township and marked by  1865 just 320 rods from the southwest corner of said township, thence running easterly on a line parallel with the south line of said township 291 1/2 rods to a spruce tree marked by  1865, thence northerly on a line parallel with the west line of said township 320 rods to a cedar tree marked by  1865, thence westerly on a line parallel with the south line of said township 291 1/2 rods to a spruce tree marked by  1865 standing in the west line of said township, thence southerly on the west line of said township 320 rods to the first mentioned bounds containing 583 1/3 acres in the southerly half of said township.

Third Parcel - Beginning at a cedar post marked S. W. Cor. 500 Ac. P. L. N. W. Cor. 583 Ac. P. L. T. L. ↔ 1936, with stones, and an Eight (8) inch diameter breast high White Maple witness tree marked W 1936; on the West line of Township No. 1 Range 6, W. B. K. P. Franklin County, Maine (commonly known as Kibbie Town) Two (2) miles northerly on said west line from the southwest corner of said town; thence south 82° east one hundred eighty-six (186) rods to a cedar post, marked S. E. Cor. 500 Ac. P. L. 1936, with stones, but no witness tree marked as there was no suitable tree standing near; thence North 8° east One (1) mile and One Hundred Eleyen (111) rods to a cedar post marked N. E. Cor. 500 Ac. P. L. W 1936, with stones, and a Nine (9) inch diameter breast high Fir witness tree, marked W 1936; thence westerly on an old spotted line, which is an extension of and the southerly boundary of the 83-1/3 acre Public Lot, so called, a distance of One Hundred and Eighty-six (186) rods to a cedar post marked N. W. Cor. 500 Ac. P. L. S. W. Cor. 83 Ac. P. L. T. L. 1936, with stones, and a Six (6) inch diameter breast high White Birch witness tree, marked W 1936; thence southerly along said west town line One (1) mile and One Hundred Ten (110) rods to the place of beginning. The above lot contains five hundred (500) acres.

Excepting and reserving to the State of Maine, its successors and assigns, from the premises conveyed herein, any and all public roads or great ponds, in, on, or over any of the above described lands.

Tract 6

All of that certain area situated in Township 1, Range 6, W.B.K.P., Kibby, Franklin County, Maine, on the shore of Bugeye Pond, bounded and described as follows:

- (A) Lots 1 and 2 of Lease Area "A", all as shown on a plan for Scott Paper Company entitled Bugeye Pond Lease Area "A", surveyed by MacIntosh & Pickett, drawn by MacIntosh and dated 9/15/59, a copy of which plan is attached as EXHIBIT 132 to deed from Scott Paper Company dated December 30, 1970 and recorded in the Franklin County Registry of Deeds in Book 434, Page 566, and to which reference is hereby made for a more particular description of the lots herein conveyed.

EXCEPTING AND RESERVING FROM THE ABOVE-DESCRIBED LANDS THEREFROM THE FOLLOWING PARCEL:

Scott Paper Company to the State of Maine, dated March 27, 1978 and recorded in the Franklin County Registry of Deeds in Book 544, Page 131; and any interest in public lots conveyed by Scott Paper Company to the State of Maine dated May 7, 1985 and recorded in the Franklin County Registry of Deeds in Book 1319, Page 207.

Exhibit A

Reference is made to the following deeds for the preceding descriptions of Tract 1 through Tract 6:

- Tract 1: J. Manchester Hayes to Hollingsworth & Whitney Company dated July 23, 1901 and recorded in the Franklin County Registry of Deeds in Book 145, Page 450.
- Tract 2: Charles H. Clark, et al to Hollingsworth & Whitney Company dated September 23, 1903 and recorded in said Registry in Book 153, Page 36.
- Tract 3: Franklin and Somerset Land and Lumber Company to Hollingsworth & Whitney Company dated December 19, 1903 and recorded in said Registry in Book 156, Page 255.
- Tract 4: Margaret Louisa Woodruff, et al to Hollingsworth & Whitney Company dated April 10, 1917 and recorded in said Registry in Book 196, Page 382.
- Tract 5: State of Maine to S.D. Warren Company dated November 28, 1990 and recorded in said Registry in Book 1194, Page 302.
- Tract 6: Skylark, Inc. To S.D. Warren Company by deed of near or even dated herewith to be recorded in said Registry.

Lands of Hollingsworth & Whitney Company were conveyed by Hollingsworth & Whitney Company to Scott Paper Company by deed dated October 27, 1954, recorded in Franklin County Registry of Deeds in Book 334, Page 165. Lands of Scott Paper Company were conveyed by Scott Paper Company to S. D. Warren Company (a Pennsylvania corporation) by deed dated July 24, 1986, recorded in Franklin County Registry of Deeds in Book 913, Page 6.

FRANKLIN, SS REC'D.

98 NOV -9 PM 3: 51

Page 4 of 4

ATTEST-REGISTER

Susan A Black

BK 1799PG 179

STO-2-98-C200!

Skinner,
Franklin County
S. D. Warren Company

QUITCLAIM DEED
Without Covenant

010512

Maine Real Estate
Transfer Tax Not Necessary

S. D. WARREN COMPANY, a Pennsylvania corporation with a mailing address of 225 Franklin Street, Boston, Massachusetts 02110 ("Grantor") hereby grants to SDW TIMBER II, L.L.C., a Delaware limited liability company with a mailing address of 225 Franklin Street, Boston, Massachusetts 02110 ("Grantee"), all of Grantor's right, title and interest in and to the land, together with any improvements located thereon, and all merchantable and unmerchantable timber located thereon, whether growing, lying or standing, situated in Skinner, County of Franklin and State of Maine, more particularly described on Schedule A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging, to the said Grantee, its successors and assigns forever.

MEANING AND INTENDING TO CONVEY and hereby conveying all of the real property owned by Grantor that is situated in Skinner, Franklin County, Maine, whether or not specifically described on Schedule A, including without limitation the real property conveyed by Skylark, Inc., to Grantor by deed of near or even date herewith, to be recorded in the Franklin County Registry of Deeds.

Said premises is conveyed subject to real estate taxes and assessments not yet due and payable.

IN WITNESS WHEREOF, the said S. D. Warren Company has caused this instrument to be executed this 5th day of November, 1998.

WITNESS:

S. D. WARREN COMPANY

[Signature]

By: [Signature]
Print Name: Sarah F. Manchester
Its: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK ss.

November 5, 1998

Personally appeared the above-named Sarah F. Manchester,
Assistant Secretary of S. D. Warren Company and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of said corporation.

Before me,

SEAL

[Signature]
Notary Public/Attorney-at-Law
Print name: _____
My commission expires: _____

KAREN M. MORASH, Notary Public
My Commission Expires April 15, 2005

Skinner
Franklin County
S. D. Warren

SCHEDULE A

Tract 1

A certain lot or parcel of land situated in the County of Franklin and State of Maine, and known as Township Number One in the Seventh Range of Townships, west of Bingham's Kennebec Purchase and south of adjoining Township Number One, Range Eight, west of Bingham's Kennebec Purchase, called "Lowelltown".

Excepting and reserving the State's right, title and interest in and to any and all public roads or great ponds in, on or over Skinner.

Reference is made to the following deeds for the preceding description:

Deed from the Beaudry Lumber, Inc. to Scott Paper Company dated June 28, 1968, recorded in the Franklin County Registry of Deeds, Book 416, Page 5; Lands of Scott Paper Company were conveyed to S.D. Warren Company by deed dated July 24, 1986, recorded in said Registry in Book 913, Page 6.

FRANKLIN, SS REC'D.

98 NOV -9 PM 3: 51

Page 1 of 1

ATTEST-REGISTER

Susan O. Black

ATTACHMENT C

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and that the paper to which this is attached is a true copy from the records of this Department.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this sixth day of April 2007.



A handwritten signature in black ink, appearing to read 'Matthew Dunlap'.

MATTHEW DUNLAP

Secretary of State

FOREIGN
LIMITED LIABILITY COMPANY

STATE OF MAINE

AMENDED APPLICATION FOR
AUTHORITY TO DO BUSINESS

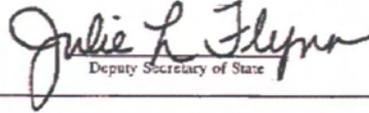
SDW Timber II, L.L.C.

(Name of Limited Liability Company in Jurisdiction of Organization)

Filing Fee \$250.00
(If amending ONLY Item FOURTH filing fee \$30.00)

File No. 19990070FC Pages 2
Fee Paid \$ 250
DCN 1983431200018 LNME

FILED
09-DEC-98


Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

1198345/000/06/008.000

Pursuant to 31 MRS.A §715, the undersigned limited liability company gives notice of the following changes to its application:

FIRST: The name of the limited liability company in its jurisdiction of organization has been changed to (if no change, so indicate)

Flun Creek Maine Timberlands, L.L.C.

SECOND: If different, the name under which the limited liability company proposes to apply for authority to do business in the State of Maine pursuant to §503.2.B.* is (if not applicable, so indicate)

N/A

Form MLLC-12F* accompanies this application, as the true company name is not available in Maine.

THIRD: The nature of the business or purposes to be conducted or promoted in the State of Maine is (if no change, so indicate) N/A

FOURTH: The new address of the registered or principal office, wherever located, is (if no change, so indicate)

N/A

(physical location - street (not P.O. Box), city, state and zip code)

(mailing address if different from above)

FIFTH: Other amendments to the application, if any, are set forth in Exhibit ___ attached hereto and made a part hereof.

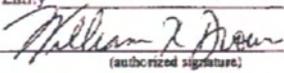
DATED November 30, 1998

MANAGER(S)/MEMBER(S)**

(signature) _____ (type or print name and capacity)

For Manager(s)/Member(s) which are Entities

Name of Entry SDW Timber II, L.L.C. By: Plum Creek Timber Company, L.P., Its Sole Member,
By: Plum Creek Management Company, L.P., General Partner

By  William R. Brown, Vice President Strategic
(authorized signature) (type or print name and capacity)
Business Development

*The limited liability company name as used in the State of Maine must contain one of the following: "Limited Liability Company", "L.L.C." or "LLC" (§603.1.A.). If the addition of these words is the only difference from the limited liability company's true name in its jurisdiction of organization, no further action is required. If the limited liability company proposes to do business in this State under an assumed name only pursuant to §603.2.B. this application must be accompanied by form MLLC-12F.

Certificate must be signed by at least one **manager OR if there is no manager, by a **member** correcting the statement (§715). The execution of the certificate constitutes an oath or affirmation, under the penalties of false swearing under Title 17-A, section 453, that, to the best of the signers' knowledge and belief, the facts stated in the certificate are true (§721.2.).

SUBMIT COMPLETED FORMS TO: CORPORATE EXAMINING SECTION, SECRETARY OF STATE,
101 STATE HOUSE STATION, AUGUSTA, ME 04333-0101
FORM NO. MLLC-12A Rev. 9/97 TEL. (207) 287-4195

ATTACHMENT D

U.S. WINDPOWER, INC.
6952 Preston Avenue
Livermore, California 94550
Attention: Office of the General Counsel

COUNTERPART ORIGINALS OF THIS
DOCUMENT ARE BEING RECORDED
IN FRANKLIN AND SOMERSET
COUNTIES, MAINE

NORTHWOODS, MAINE
U.S. Windpower/Scott Paper
Easement #ME-NW-12
Date: April 15, 1992

SHORT FORM OF EASEMENT AGREEMENT

This SHORT FORM OF EASEMENT AGREEMENT (this "Short Form") is made, dated and effective as of April 15, 1992 between S.D. WARREN COMPANY ("Grantor"), a Pennsylvania corporation, and U.S. WINDPOWER, INC. ("USW"), a Delaware corporation.

This Short Form is made and entered into on the basis of the following facts, intentions and understandings of the parties:

A. Grantor and USW have entered into that certain Grant of Easement and Easement Agreement (the "Agreement") dated as of the date hereof (the "Effective Date"). Pursuant to the terms, covenants and conditions of the Agreement, Grantor has granted to USW an exclusive wind easement (the "Easement") and an exclusive transmission easement (the "Transmission Easement") in, on, over and along the real property (the "Property") owned by Grantor and located in the Counties of Franklin and Somerset, State of Maine. The Property initially consists of approximately 66,400 acres of land as described on Exhibit A attached hereto and incorporated herein, which description shall be amended in accordance with the Agreement.

B. Grantor and USW have executed and acknowledged this Short Form for the purpose of providing constructive notice of the Easement and the Transmission Easement and USW's rights under the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Grants.

1.1 Easement. Grantor grants to USW the Easement on the terms, covenants and conditions stated in the Agreement. The Easement is for wind energy conversion, for the collection and transmission of electric power, and for related activities, including, without limitation, constructing, installing, maintaining and operating wind turbines, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment (collectively "Windpower Facilities") on the Property. USW shall have the exclusive right to convert all of the wind resources of the Property. Grantor expressly reserves the right to use the Property for forestry work, logging operations, recreational uses and other purposes that do not and will not interfere with USW's operations under the Agreement and under the Easement, or enjoyment of the rights hereby granted.

1.2 Transmission Easement. Grantor further grants to USW the Transmission Easement on the terms, covenants and conditions stated in the Agreement. The Transmission Easement is for the right to erect, construct, reconstruct, replace, remove, maintain and use the following: (a) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Property; and (b) one or more substations or interconnection or switching facilities from which USW or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights of way, on, along and in the Property. Said towers, wires, cables, substations, facilities and rights of way are herein collectively called the "Transmission Facilities."

2. Term.

2.1 The Easement shall be for a term commencing on the Effective Date and continuing for 20 years. During this 20-year term, USW shall have the right to study the feasibility of wind energy conversion on the Property and to exercise its other rights under the Agreement. If USW installs one or more wind turbines on the Property which generate electricity during such period, then the term of the Agreement shall automatically be extended for a perpetual term. Any Assignee (defined below) shall have the right to extend the term of the Agreement as provided in this paragraph. With respect to each extension of the term of the Agreement, Grantor and USW shall execute in recordable form and USW shall then record a memorandum evidencing the extension, satisfactory in form and substance to USW. USW shall have the right to terminate the Easement as to all or any part of the Property at any time, effective upon written notice to Grantor from USW and Assignees having an interest in the Property.

2.2 Subject to the provisions of the Agreement, the term of the Transmission Easement shall be perpetual.

3. Ownership. Grantor shall have no ownership or other interest in any Windpower Facilities or Transmission Facilities installed on the Property, and USW may remove any or all Windpower Facilities or Transmission Facilities at any time.

4. Access. Grantor hereby grants to USW the right of ingress to and egress from Windpower Facilities and Transmission Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as USW may construct from time to time.

5. Assignment; Cure.

5.1 Assignees. USW and any Assignee (as hereinafter defined) shall have the right, without need for Grantor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Property: finance Windpower Facilities; grant co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more Assignees the Easement, or any or all right or interest in the Easement or in the Agreement, or any or all right or interest in the Property or in any or all of the Windpower Facilities that USW or any other party may now or hereafter install on the Property. An "Assignee" is any of the following: (i) any one or more parties involved in the financing of any Windpower Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Windpower Facilities; (ii) any utility or affiliate thereof that purchases or leases Windpower Facilities, directly or indirectly; (iii) a corporation now existing or hereafter organized (including USW) in which USW or its parent, KENETECH Corporation, a Delaware corporation, or any affiliate of either, owns (directly or indirectly) at least fifty-one percent (51%) of all outstanding shares of voting stock; or (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation. USW or an Assignee that has assigned an interest under this Section will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Grantor, provided that failure to give such notice shall not constitute a default under the Agreement but rather shall only have the effect of not binding Grantor with respect to such assignment until such notice shall have been given.

5.2 Assignee Obligations. No Assignee shall have any obligation or liability under the Agreement prior to the time that the Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under the Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted under the Agreement shall release the assignor from obligations accruing after the date that liability is assumed by the Assignee.

5.3 Right to Cure Defaults. To prevent termination of the Easement or any partial interest therein, USW (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due under the Agreement, and to do any other act or thing required of any Assignee or USW under the Agreement or necessary to prevent the termination. If USW or an Assignee holds an interest in less than all of the Easement, the Property or the Windpower Facilities, any default under the Agreement shall be deemed remedied, as to USW's or such Assignee's partial interest, and Grantor shall not disturb such partial interest, if USW or the Assignee, as the case may be, shall have cured its pro rata portion of the default by paying the fee attributable to the Windpower Facilities in which USW or the Assignee, as the case may be, holds an interest.

5.4 Acquisition of Interest. The acquisition of all or any portion of USW's or an Assignee's interest in the Property or the Windpower Facilities or

the Easement by another Assignee or any other person through foreclosure or other judicial or nonjudicial proceedings in the nature thereof or any conveyance in lieu thereof, shall require the consent of Grantor or constitute a breach of any provision of the Agreement, and upon such acquisition or conveyance Grantor shall recognize the Assignee, or such other party, as USW's or its other Assignee's proper successor.

5.5 **New Easement.** If the Easement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or the Easement is terminated as result of any incurable default, and within sixty (60) days after such rejection or termination USW or any Assignee shall have arranged to the reasonable satisfaction of Grantor for the payment of all fees or other charges due and payable by USW or other Assignees as of the date of such rejection or termination, then Grantor shall execute and deliver to USW or such Assignee, as the case may be, a new easement to the Property which (i) shall be for a term equal to the remainder of the term of the Easement before giving effect to such rejection or termination, (ii) shall contain the same covenants, agreements, terms, provisions and limitations as the Agreement (except for any requirements that have been fulfilled by USW or any Assignee prior to rejection or termination of the Easement) and (iii) shall include that portion of the Windpower Facilities in which USW or such other Assignee had an interest on the date of rejection or termination.

5.6 **Extended Cure Period.** If any default by USW or an Assignee under the Agreement cannot be cured without obtaining possession of all or part of the Property and/or all or part of the Windpower Facilities and/or all or part of USW's or another Assignee's interest in the Easement, then any such default shall be deemed remedied if: (a) within sixty (60) days after receiving notice from Grantor as set forth in the Agreement, either USW or an Assignee shall have acquired possession of all or part of the Property and/or all or part of the Windpower Facilities and/or all or part of such interest in the Easement, or shall have commenced appropriate judicial or nonjudicial proceedings to obtain the same; and (b) USW or the Assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (c) after gaining possession of all or part of the Property and/or all or part of the Windpower Facilities and/or all or part of such interest in the Easement, USW or the Assignee performs all other obligations as and when the same are due in accordance with the terms of the Agreement. If USW or an Assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving USW or any defaulting Assignee, as the case may be, from commencing or prosecuting the proceedings described above, the sixty-day period specified above for commencing such proceeding shall be extended for the period of such prohibition.

5.7 **Assignment in Connection with Transmission Lines.** In connection with the use or operation of Windpower Facilities (whether located on the Property or elsewhere), USW, in its sole discretion and without further act of Grantor, shall have the right to grant to any utility the right to construct, operate and maintain electric transmission, interconnection and switching facilities on the Property pursuant to any standard form of easement or other agreement used or proposed by the utility.

5.8 **Transmission Facilities.** USW (and any Assignee) shall have the right, without need for Grantor's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee.

6. **No Interference.** Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of Windpower Facilities, whether located on the Property or elsewhere; access over the Property to Windpower Facilities; any development activities; or the undertaking of any other activities permitted under the Agreement. Without limiting the generality of the foregoing, Grantor shall not interfere with the wind speed or wind direction over the Property, whether by placing wind turbines, planting trees on the portion of the Property developed by USW, constructing buildings or other structures, or by engaging in any other activity on the Property or elsewhere that might cause a decrease in the output or efficiency of the Windpower Facilities. However, except on the portion of the Property developed by USW, Grantor reserves the right to plant or harvest trees anywhere on the Property or other property.

7. **Successors and Assigns.** The Easement and the Transmission Easement shall burden the Property as the servient tenement and shall run with the Property. The Easement and the Transmission Easement shall inure to the benefit of and be binding upon Grantor and USW and, to the extent provided in any assignment or other transfer under the Agreement, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

8. **Conflict.** In the event of any conflict between the provisions of this Short Form and the provisions of the Agreement, the provisions of the Agreement shall control.

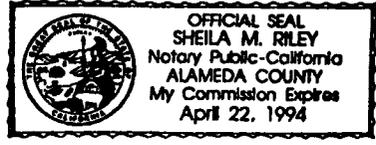
IN WITNESS WHEREOF, Grantor and USW have executed this Short Form as of the day and year first above written.

"USW"
U.S. WINDPOWER, INC.
By Alexander Ellis, III
Name: Alexander Ellis, III
Title: Vice President

"Grantor"
S.D. WARREN COMPANY
By James W. Pinkerton
Name: James W. Pinkerton
Title: Manager of Northeast Timberlands

STATE OF California
COUNTY OF Alameda

On April 15, 1992, before me, the undersigned notary, personally appeared Alexander Ellis III, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.



Signature Sheila M. Riley (Seal)

STATE OF Maine
COUNTY OF _____

On April 24, 1992, before me, the undersigned notary, personally appeared James W. Pinkerton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.

Signature Kimberly D. Clark (Seal)

Exhibit A

Description of Property

All of Kibby Township, Franklin County, Maine

All of Skinner Township, Franklin County, Maine

All of Appleton Township, Somerset County, Maine

RECEIVED SOMERSET SS

1992 JUL -6 AM 10:15

Registration Section

ATTACHMENT E

WHEN RECORDED RETURN TO:

RECORDER'S USE ONLY

U.S. WINDPOWER, INC.
6952 Preston Avenue
Livermore, California 94550
Attention: Office of the General Counsel

COUNTERPART ORIGINALS OF THIS
DOCUMENT ARE BEING RECORDED
IN FRANKLIN AND SOMERSET
COUNTIES, MAINE

NORTHWOODS, MAINE
U.S. Windpower/Scott Paper
Easement #ME-NW-12
Date: February 18, 1993

FIRST AMENDMENT TO EASEMENT AGREEMENT

This FIRST AMENDMENT TO EASEMENT AGREEMENT (this "First Amendment") is made, dated and effective as of February 18, 1993 ("Effective Date") between S.D. WARREN COMPANY ("Grantor"), a Pennsylvania corporation, and U.S. WINDPOWER, INC. ("USW"), a Delaware corporation.

This First Amendment is made and entered into on the basis of the following facts, intentions and understandings of the parties:

A. Grantor and USW have entered into that certain Grant of Easement and Easement Agreement (the "Agreement") dated as of April 15, 1992, a short form of which was recorded in the Official Records of Franklin County on July 2, 1992 at Book 1297, Page 235 as Instrument No. 005389 and in the Official Records of Somerset County on July 6, 1992 at Book 1801, Page 221 as Instrument No. 09195. Pursuant to the terms, covenants and conditions of the Agreement, Grantor has granted to USW an exclusive wind easement and an exclusive transmission easement in, on, over and along certain real property (the "Property") owned by Grantor and located in the Counties of Franklin and Somerset, State of Maine. The Property consisted of approximately 68,400 acres of land as described on Exhibit A attached to the Agreement.

B. Grantor and USW desire to amend the Agreement to change the real property subject to the Agreement from the Property described in Exhibit A attached hereto and to the Agreement, to that certain land located in the Counties of Franklin and Somerset, State of Maine, as described in Exhibit B attached hereto and incorporated herein by reference ("Substitute Property"). The Substitute Property includes additional real property not included in the original Property.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement is hereby amended so that the real property to which the Agreement applies is the Substitute Property, as described in Exhibit B.
2. Except as provided in this First Amendment, the Agreement shall remain in full force and effect without modification.

IN WITNESS WHEREOF, Grantor and USW have executed this First Amendment by their duly authorized representatives as of the Effective Date.

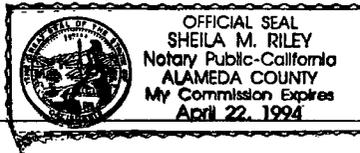
"USW"
U.S. WINDPOWER, INC.
By William J. Whalen
Name: William J. Whalen
Title: Vice President

"Grantor"
S.D. WARREN COMPANY
By James W. Pinkerton
Name: James W. Pinkerton
Title: Manager of Northeast Timberlands

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

On March 31, 1993, before me, Sheila M. Riley, Notary Public, personally appeared WILLIAM J. WHALEN, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.

Signature Sheila M. Riley (Seal)



STATE OF Maine
COUNTY OF Somerset

On April 2, 1993, before me, the undersigned notary, personally appeared James W. Pinkerton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.

Signature Kimberly D. Clark (Seal)
Kimberly D. Clark

Exhibit A

Description of Property

All of Kibby Township, Franklin County, Maine

All of Skinner Township, Franklin County, Maine

All of Appleton Township, Somerset County, Maine

Exhibit BDescription of Property

All of Kibby Township, Franklin County, Maine

All of Skinner Township, Franklin County, Maine

All of Appleton Township, Somerset County, Maine

A certain parcel in Eustis Township, Franklin County, Maine, shown on Town of Eustis Property Maps R-5, R-11 and R-12, and identified on Map R-5 as Parcel Number 7.

Said parcel is a one hundred and twenty-five (125) foot wide strip extending along the entire western-most edge of Parcel Number 7, appearing on Town Property Maps R-11 and R-12, approximately 11,350 feet in length, and is more particularly described as follows:

1. Beginning at the northwestern most corner of Parcel Number 7 (the intersection of the Alder Stream, Jim Pond, Tim Pond, and Eustis Township boundaries), the western most boundary of the strip extends approximately 11,350 feet in a southerly direction along the western boundary of Parcel Number 7 to the point where it meets the northern most boundary of Parcel Number 5, as it appears on Town of Eustis Property Map R-11;
2. Thence, 90 degrees to the east for 125 feet, along the boundary of Parcel Number 7 and Parcel Number 5 as it appears on Town of Eustis Property Map R-11;
3. Thence 90 degrees to the north approximately 11,350 feet, and parallel to the western most boundary of the strip, to the Jim Pond Township/ Eustis Township boundary;
4. Thence, 90 degrees to the west for approximately 125 feet and ending at the point of beginning.

FRANKLIN, SS REC'D.

93 MAY 17 AM 10: 13

ATTEST-REGISTER *Susan A Black*

STATE OF MAINE

FRANKLIN, SS. REGISTRY OF DEEDS

RECEIVED MAY 17, 1993

AT 10 h. 13 m. A.M. AND RECORDED IN

BOOK 1362 PAGE 265

ATTEST: *Susan A Black*
REGISTER

ATTACHMENT F

BK 1464 PG 159

WHEN RECORDED RETURN TO:

KENETECH WINDPOWER, INC.
800 Sansome Street, Suite 800
San Francisco, California 94111
Attention: Office of the General Counsel

RECORDER'S USE ONLY

005840

COUNTERPART ORIGINALS OF THIS DOCUMENT ARE BEING RECORDED IN FRANKLIN AND SOMERSET COUNTIES, MAINE

NORTHWOOD, MAINE
KENETECH Windpower/Scott Paper
Easement 005840-13
Date: April 14, 1994

PARTIAL RELEASE OF PROPERTY

This PARTIAL RELEASE OF PROPERTY (this "Release") is made, dated and effective as of April 14, 1994 between S.D. WARREN COMPANY ("Grantor"), a Pennsylvania corporation, and KENETECH WINDPOWER, INC. ("KWI"), a Delaware corporation formerly known as U.S. Windpower, Inc.

This Release is made and entered into on the basis of the following facts, intentions and understandings of the parties:

A. Grantor and KWI have entered into that certain Grant of Easement and Easement Agreement (the "Original Agreement") dated as of April 15, 1992, a short form of which was recorded in the Official Records of Franklin County, State of Maine on July 2, 1992 at Book 1297, Page 235 as Instrument No. 005389 and in the Official Records of Somerset County, State of Maine on July 6, 1992 at Book 1801, Page 221 as Instrument No. 00195. Pursuant to the terms, covenants and conditions of the Original Agreement, Grantor granted to KWI an exclusive wind easement ("Easement") and an exclusive transmission easement in, on, over and along certain real property (the "Original Property") owned by Grantor and located in the Counties of Franklin and Somerset, State of Maine. The Original Property consisted of approximately 88,400 acres of land as described on Exhibit A attached to the Original Agreement.

B. Grantor and USW entered into a First Amendment to Easement Agreement ("Amendment") dated as of February 18, 1993, which was recorded in the Official Records of Franklin County, State of Maine, on May 17, 1993 at Book 1362, Page 285 as Instrument No. 003490. Pursuant to the Amendment, the parties amended the Original Agreement to change the real property subject to the Original Agreement to that certain land located in the Counties of Franklin and Somerset, State of Maine, as described in Exhibit B attached to the Amendment ("Property"). The Original Agreement, as amended by the Amendment, is hereafter referred to as the "Agreement."

C. Pursuant to Section 3.2 of the Agreement, KWI now desires to release from the Easement the portion of the Property ("Released Property") described as follows:

All of Appleton Township, Somerset County, Maine; and

One-half of Skinner Township, Franklin County, Maine, in the Northerly portion thereof, as shown on the map attached hereto as Schedule A.

NOW, THEREFORE, the parties agree as follows:

1. KWI hereby releases the Released Property from the Easement, provided that the Released Property shall remain subject to the Access Easement described in Section 8.3 of the Agreement and shall also remain subject to the Transmission Easement described in Section 10.1 of the Agreement.

2. Except as provided in this Release, the Agreement shall remain in full force and effect without modification.

IN WITNESS WHEREOF, Grantor and KWI have executed this Release by their duly authorized representatives as of the date first written above.

"KWI"

KENETECH WINDPOWER, INC.

By: Michael U. Alvarez
Name: Michael U. Alvarez
Title: Vice President

"Grantor"

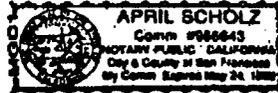
S.D. WARREN COMPANY

By: James W. Pinkerton
Name: James W. Pinkerton
Title: Manager of Northeast Timberlands

STATE OF CALIFORNIA

COUNTY OF San Francisco

On April 19, 1984, before me, April Scholz, Notary Public, personally appeared Michael V. Alvarado, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.



Signature April Scholz (Seal)

STATE OF MAINE

COUNTY OF SOMERSET

On April 22, 1984, before me, the undersigned notary, personally appeared James W. Robertson, Manager of Northeast Timberlands, S.D. Warren Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.

Signature Carlene A. Wacker (Seal)

SA

BX 1464 PG 61



APPROXIMATE SCALE



FRANKLIN, SS REC'D.

JUL 11 PH 1: 34

ATTEST-REGISTER

Jean O Black

**SCHEDULE A:
SKINNER TOWNSHIP, MAINE**
(Shaded Area Indicates Property to be Reissued)

ATTACHMENT G

000730**ORIGINAL**

(Space above this line for Recorder's use only)

ASSIGNMENT OF GRANT OF EASEMENT AND EASEMENT AGREEMENT

THIS ASSIGNMENT OF GRANT OF EASEMENT AND EASEMENT AGREEMENT (this "Assignment") is made as of the 19th day of May, 1997 ("Effective Date"), by and between KENETECH WINDPOWER, INC., a Delaware corporation formerly known as U.S. WINDPOWER, INC., a Delaware corporation ("Assignor") and ENRON WIND DEVELOPMENT CORP., a California corporation formerly known as Zond Development Corporation, a California corporation ("Assignee"), with reference to the following facts:

A. Pursuant to the instruments described in Exhibit A attached hereto (collectively referred to as the "S.D. Warren Easement Agreement"), Assignor acquired an exclusive wind easement for wind energy conversion, the collection and transmission of electric power and related wind activities on, over and across certain properties located in the Counties of Franklin and Somerset, State of Maine (collectively, the "Premises") more particularly described in the S.D. Warren Easement Agreement and under the terms and conditions set forth in the S.D. Warren Easement Agreement.

B. Pursuant to that certain unrecorded Bill of Sale and Assignment of Agreements executed in 1997, Assignor, as debtor and debtor in possession, sold, transferred, and assigned the S.D. Warren Easement Agreement to Assignee in accordance with the "Order Authorizing Sale of Maine Development Assets and Assumption and Assignment of Related Easements" entered in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court") on May 19, 1997.

C. Assignor and Assignee desire that Assignee become the assignee of record of the S.D. Warren Easement Agreement in order to permit the financing and other development of a wind energy project (the "Project") on and across the Premises.

D. In furtherance of the foregoing, Assignor desires to assign, convey, sell and transfer all of Assignor's right, title, and interest in, under, and arising from the S.D. Warren Easement Agreement to Assignee pursuant to this Assignment, and Assignee desires to receive and accept from Assignor, all of Assignor's right, title, and interest in and to the S.D. Warren Easement Agreement over, under, and upon the Premises, subject to all of the further terms and conditions of this Assignment.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, Assignor does hereby quit claim unto Assignee without warranty all right, title, and interest of Assignor, if any, in, to, and under the S.D. Warren Easement Agreement as of the Effective Date.

This Assignment is made and accepted subject to the following terms and conditions:

1. By executing this Assignment, Assignee hereby assumes and agrees to perform all of the terms, covenants and conditions of the S.D. Warren Easement Agreement therein required to be performed on the part of Assignor, as the grantee of the S.D. Warren Easement Agreement, from and after the Effective Date.
2. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.
3. Exhibit A hereto is incorporated herein by this reference.

[Signatures on next page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

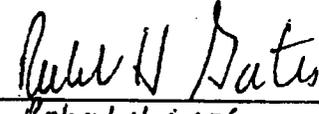
ASSIGNOR:

KENETECH WINDPOWER, INC.,
a Delaware corporation formerly known as
U.S. WINDPOWER, INC.

By: 
Name: F. Wayne Elggren
Its: Court-appointed Estate Manager

ASSIGNEE:

ENRON WIND DEVELOPMENT CORP.,
a California corporation, formerly known as
ZOND DEVELOPMENT CORPORATION

By: 
Name: Robert H. Gates
Its: Senior Vice President

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Loretta Haynes
c/o Enron Wind Development Corp.
13000 Jameson Road
Tehachapi, California 93561

THIS INSTRUMENT WAS DRAFTED BY:

Edward W. Zaelke, Esq.
Arnold & Porter
777 South Figueroa Street, 44th Floor
Los Angeles, California 90017-5844

EXHIBIT A

1. Grant of Easement and Easement Agreement dated April 15, 1992, by and between S.D. Warren Company and U.S. Windpower, Inc., a short form of which was recorded in the Official Records of Franklin County, State of Maine, on July 2, 1992 at Book 1297, Page 235 as Instrument No. 005389 and in the Official Records of Somerset County, State of Maine, on July 6, 1992 at Book 1801, Page 221 as Instrument No. 09195, as amended by:

a. First Amendment to Easement Agreement dated as of February 18, 1993 and recorded in the Official Records of Franklin County, State of Maine, on May 17, 1993 at Book 1362, Page 265 as Instrument No. 003480 and in the Official Records of Somerset County, State of Maine, on May 14, 1993 at Book 1885, Page 120 as Instrument No. 05109.

b. Partial Release of Property dated as of April 14, 1994 and recorded in the Official Records of Franklin County, State of Maine, on July 11, 1994 at Book 1464, Page 159 as Instrument No. 005840 and in the Official Records of Somerset County, State of Maine, on July 20, 1994 at Book 2024, Page 022 as Instrument No. 9970.

ATTACHMENT H

Book 2122 Page 281 Recorder 2635

3/15/02 11:02 AM

(Space Above This Line for Recorder's Use Only)

PARTIAL RELEASE OF PROPERTY

This **PARTIAL RELEASE OF PROPERTY** (this "Release") is made, dated and effective as of November 12, 1998, between **PLUM CREEK MAINE TIMBERLANDS, L.L.C.**, a Delaware limited liability company ("Grantor") (as successor in interest to **S.D. WARREN COMPANY**, a Pennsylvania corporation ("S.D. Warren")), and **ENRON WIND DEVELOPMENT CORP.**, a California corporation ("EWDC") (as successor in interest and assignee of **KENETECH WINDPOWER, INC.**, a Delaware corporation formerly known as **U.S. Windpower, Inc.** ("KWI")).

This Release is made and entered into on the basis of the following facts, intentions and understandings of the parties:

A. S.D. Warren and KWI entered into that certain Grant of Easement and Easement Agreement (the "Original Agreement") dated as of April 15, 1992, a short form of which was recorded in the Official Records of Franklin County, State of Maine on July 2, 1992, at Book 1297, Page 235 as Instrument No. 005389 and in the Official Records of Somerset County, State of Maine on July 6, 1992 at Book 1801, Page 221 as Instrument No. 09195. Pursuant to the terms, covenants and conditions of the Original Agreement, S.D. Warren granted to KWI an exclusive wind easement ("Easement") and an exclusive transmission easement in, on, over and along certain real property (the "Original Property") owned by S.D. Warren and located in the Counties of Franklin and Somerset, State of Maine. The Original Property consisted of approximately 68,400 acres of land as described on Exhibit A attached to the Original Agreement.

B. S.D. Warren and KWI entered into a First Amendment to Easement Agreement ("Amendment") dated as of February 18, 1993, which was recorded in the Official Records of Franklin County, State of Maine, on May 17, 1993 at Book 1362, Page 265 as Instrument No. 003480 and in the Official Records of Somerset County, State of Maine on May 14, 1993 at Book 1885, Page 120 as Instrument No. 05109. Pursuant to the Amendment, S. D. Warren and KWI amended the Original Agreement to change the real property subject to the Original Agreement to that certain land located in the Counties of Franklin and Somerset, State of Maine, as described in Exhibit B attached to the Amendment ("Property"), which property consisted of approximately 68,433 acres of land. The Original Agreement, as amended by the Amendment, is hereafter referred to as the "Agreement".

C. Pursuant to Section 3.2 of the Agreement, S.D. Warren and KWI entered into a Partial Release of Property dated as of April 14, 1994 (the "First Release"), which was recorded in the Official Records of Franklin County, State of Maine, on July 11, 1994 at Book 1464, Page 159 as Instrument No. 005840 and in the Official Records of Somerset County, State of Maine on July 20, 1994 at Book 2024, Page 022 as Instrument No. 9970. Pursuant to the First Release, KWI released a portion of the Property from the Easement as more particularly described therein. In accordance with such First Release, the Property that is subject to the Agreement consists of approximately 39,353 acres of land.

D. Pursuant to that certain Assignment of Grant of Easement and Easement Agreement dated as of May 19, 1997, which was recorded in the Official Records of Franklin County, State of Maine, on November 14, 2001 at Book 2076, Page 256 as Instrument No. 10490 and in the Official Records of Somerset County, State of Maine on January 18, 2002 at Book 2901, Page 197 as Instrument No. 000730, KWI assigned all of its right, title and interest under the Agreement to EWDC and EWDC accepted and assumed all of KWI's right, title and interest under the Agreement.

E. On or about November 12, 1998, Grantor acquired all of S.D. Warren's right, title and interest in and to the Property, and assumed all of S.D. Warren's rights and obligations under the Agreement.

F. Pursuant to Section 3.2 of the Agreement, EWDC now desires to release from the Easement a portion of the Property ("Released Property") described on Exhibit A attached hereto.

NOW, THEREFORE, Grantor and EWDC agree as follows:

1. EWDC hereby releases the Released Property from the Easement, provided that the Released Property shall remain subject to the Access Easement described in Section 8.3 of the Agreement and shall also remain subject to the Transmission Easement described in Section 10.1 of the Agreement.
2. Grantor and EWDC agree that the Property that remains subject to the Easement is described in Exhibit B attached hereto and that such Property consists of approximately 3,767 acres.
3. Except as provided in this Release, the Agreement shall remain in full force and effect without modification.
4. This Release may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

[signatures on next page]

IN WITNESS THEREOF, Grantor and EWDC have executed this Release by their duly authorized representatives as of the date first written above.

"EWDC"

Enron Wind Development Corp.

By: *Robert H. Torres*
Name: Robert H. Torres
Title: Senior Vice President

"Grantor"

Plum Creek Maine Timberlands, L.L.C.

By: Plum Creek Timberlands L.P., its sole member

By: Plum Creek Timber I LLC, its general partner

By: *Rick P. Holley*
Name: Rick P. Holley
Title: President & CEO

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Loretta Haynes
c/o Enron Wind Development Corp.
13000 Jameson Road
Tehachapi, California 93561

THIS INSTRUMENT WAS DRAFTED BY:

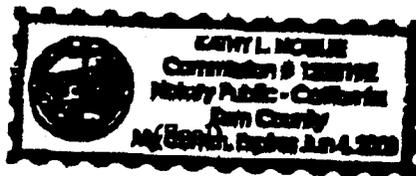
Edward W. Zaalko, Esq.
Arnold & Porter
777 South Figueroa Street, 44th Floor
Los Angeles, California 90017

STATE OF CALIFORNIA)
COUNTY OF Kern)ss.

On October 25, 2001, before me, Kathy L. Nobles Notary Public, personally appeared Robert H. Gates, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathy L. Nobles



Washington
STATE OF ~~MAINE~~)
COUNTY OF King)ss.

On February 14, 2001, before me, Mr. Paul A. Hill II Notary Public, personally appeared Rick R. Holley, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Paul A. Hill II

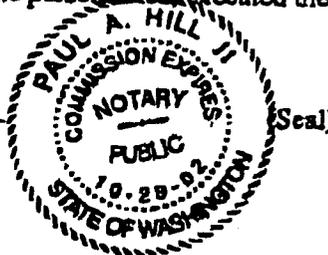


EXHIBIT A

RELEASED PROPERTY

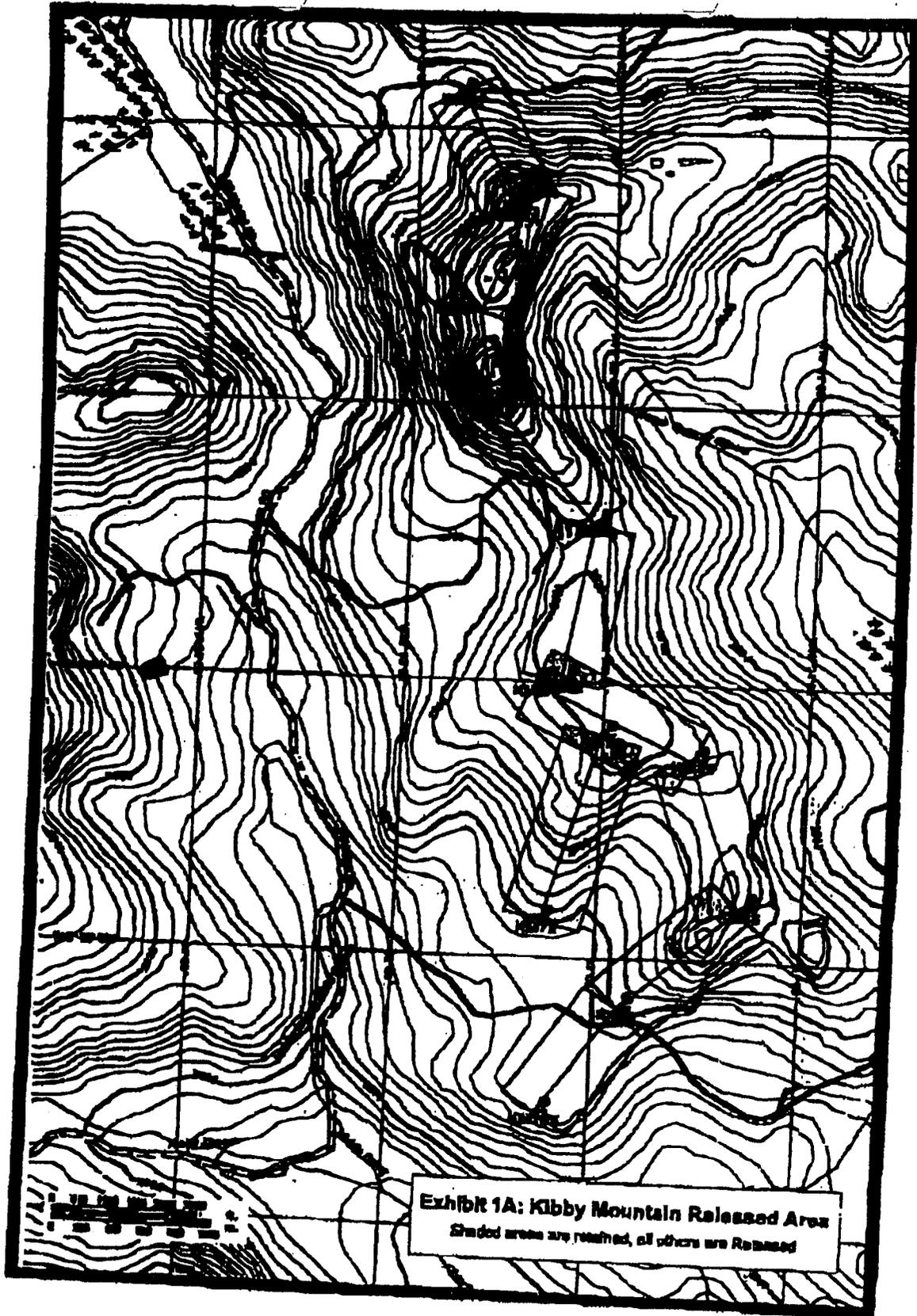
That certain property listed below and shown on Exhibits 1A, 1B, 1C and 1D attached hereto and made a part hereof:

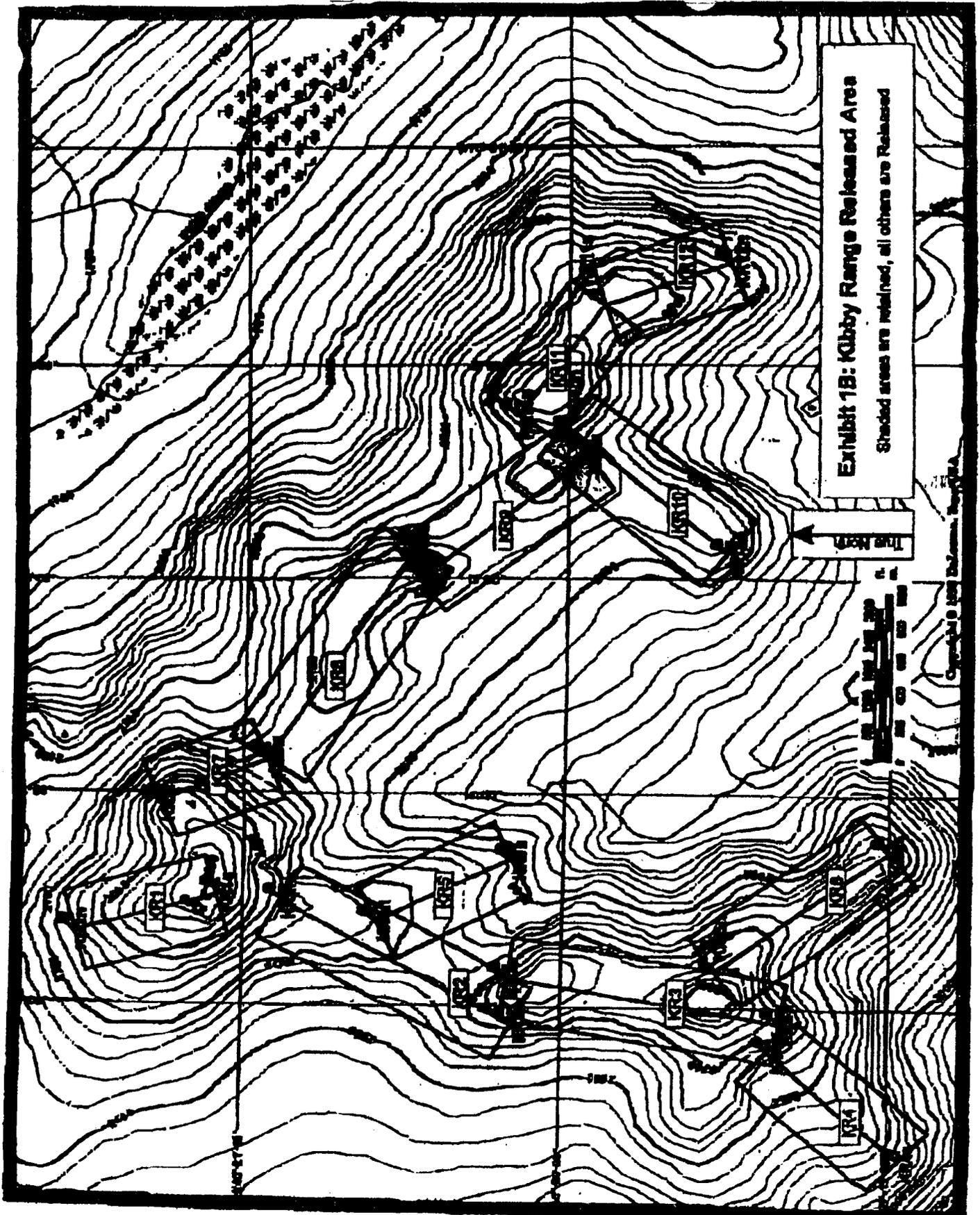
1A -- Property in Skinner Township and Kibby Township, Franklin County and shown on Exhibit 1A attached.

1B -- Property in Kibby Township, Franklin County and shown on Exhibit 1B attached.

1C -- Property in Skinner Township, Franklin County and shown on Exhibit 1C attached.

1D -- Property in Skinner Township and Kibby Township, Franklin County and shown on Exhibit 1D attached.





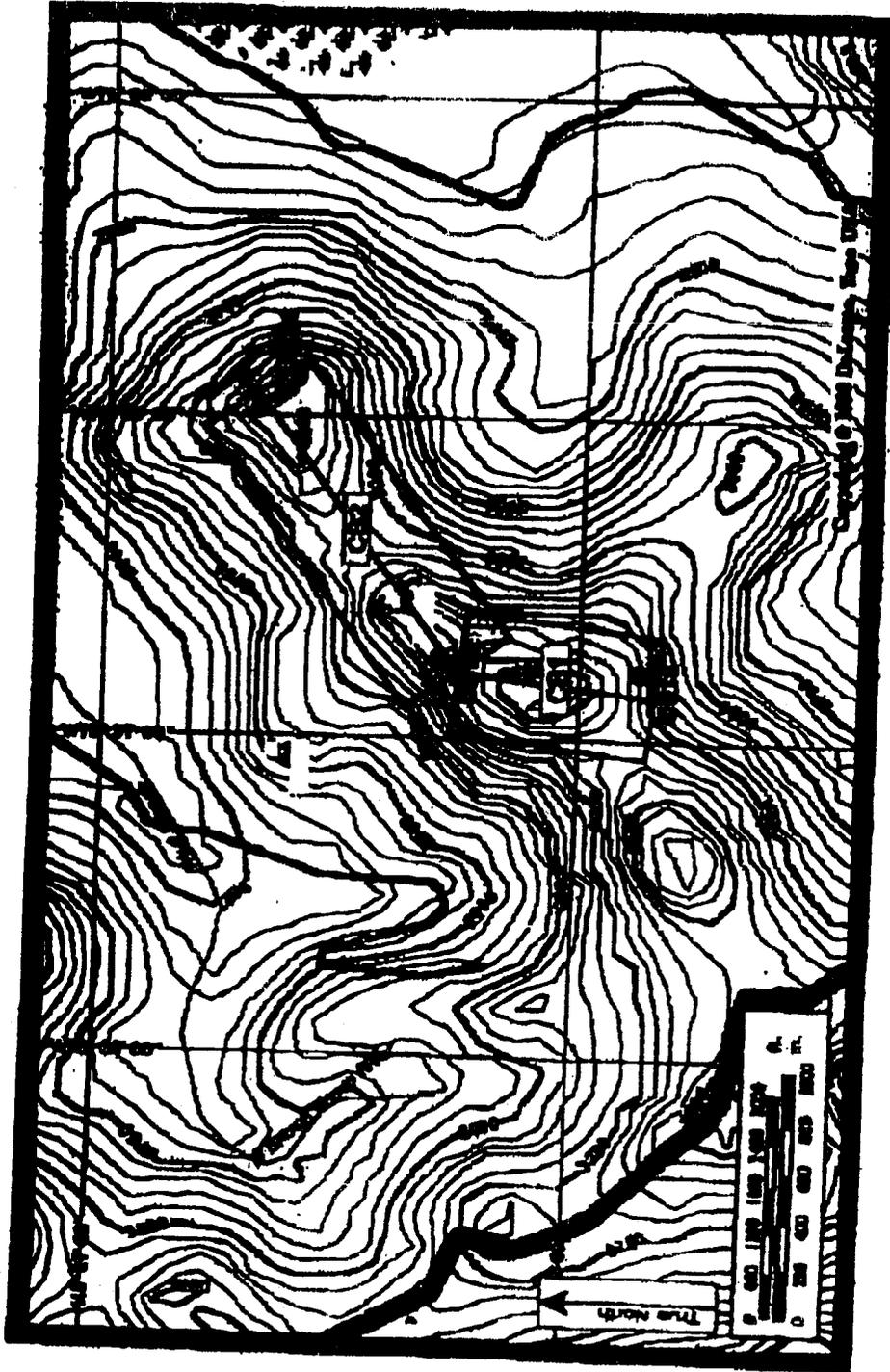


Exhibit 1C: Caribou Released Area
Shaded areas are retained, all others are Released

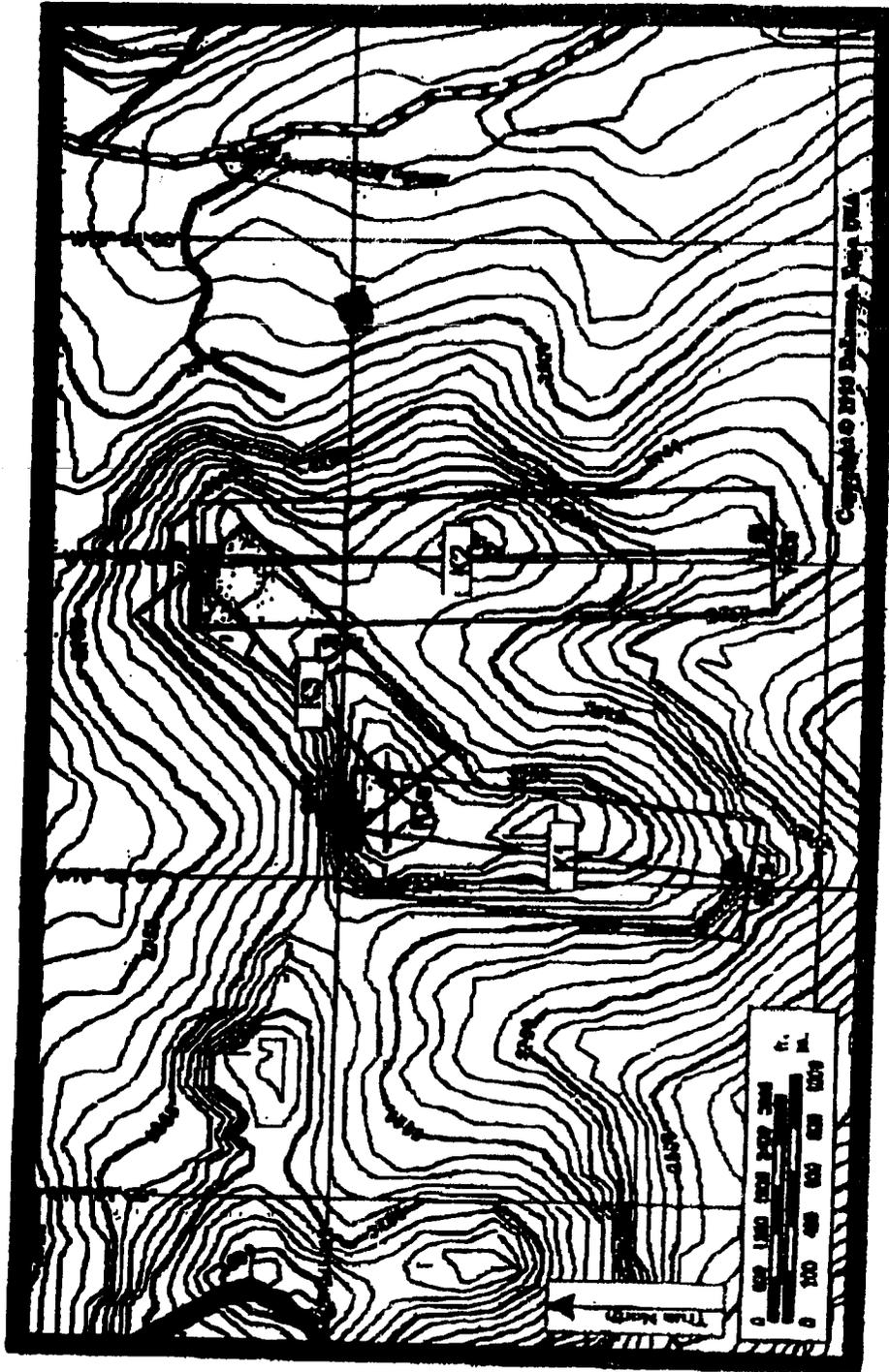


Exhibit 1D: Kibby West Released Area
Shaded areas are retained, all others are Released



EXHIBIT B

PROPERTY REMAINING SUBJECT TO EASEMENT

Ret: Jensen, David
 (Signature)

Exhibit A: Corridors Retained for Wind Development on Seppel Land -- All other land is Released
 See accompanying maps, 1A-1D, and Index 1E

Turbine
 Corridor 006
 & Coordinates
 End Points

WGS 84 rd.

Delaware Northway Point				Delaware Southway Point				UTM Coordinates (Zoned 10) Meters				Length Meters	Feet	Acres W/contour width of (ft.) 1840
Lat	Lon	Mag	Dist	Lat	Lon	Mag	Dist	N	E	N	E			
45	24.00	70	28.48	45	24.34	70	32.08	6031872	376834	6031872	3768161	917	5009	173
45	24.34	70	32.08	45	24.68	70	35.68	6031872	376834	6031872	3768161	633	2002	78
45	24.68	70	35.68	45	25.02	70	39.28	6031872	376834	6031872	3768161	944	2763	104
45	25.02	70	39.28	45	25.36	70	42.88	6031872	376834	6031872	3768161	684	2265	130
45	25.36	70	42.88	45	25.70	70	46.48	6031872	376834	6031872	3768161	909	2987	132
45	25.70	70	46.48	45	26.04	70	50.08	6031872	376834	6031872	3768161	1130	3721	141
45	26.04	70	50.08	45	26.38	70	53.68	6031872	376834	6031872	3768161	1311	4398	142
45	26.38	70	53.68	45	26.72	70	57.28	6031872	376834	6031872	3768161	1028	3471	137
45	26.72	70	57.28	45	27.06	70	60.88	6031872	376834	6031872	3768161	1003	3257	134
45	27.06	70	60.88	45	27.40	70	64.48	6031872	376834	6031872	3768161	884	2869	128

K (Kobay Range) Subtotal 3284

KOBAY WEST (Map Exhibit 1D)

K1 (1n-1a)	45	24.00	70	28.48	45	24.14	70	35.94	6032087	376834	6032087	376771	1844	8904	306
K2 (2n-2a)	45	24.14	70	35.94	45	24.31	70	34.94	6032087	376834	6032087	376771	1248	7880	277
K3 (2n-3a)	45	24.31	70	34.94	45	24.82	70	38.98	6032087	376834	6032087	376834	1834	4017	161

K (Kobay West) Subtotal 604

CARBON (Map Exhibit 1C)

C01 (1n-1a)	45	24.29	70	28.70	45	24.64	70	34.83	6032087	376834	6032087	376771	780	2668	98
C02 (2n-1a)	45	24.64	70	34.83	45	24.89	70	36.74	6032087	376834	6032087	376834	1396	4878	172

C03 (Carbon) Subtotal 260

KOBAY RANGE (Map Exhibit 1B)

KR1 (1n-1a)	45	24.00	70	28.48	45	24.68	70	34.48	6032087	376834	6032087	376834	830	2724	103
KR2 (2n-2a)	45	24.68	70	34.48	45	24.19	70	31.07	6032087	376834	6032087	376834	1077	3043	110
KR3 (3n-3a)	45	24.19	70	31.07	45	24.82	70	34.86	6032087	376834	6032087	376834	1094	3265	117
KR4 (4n-4a)	45	24.82	70	34.86	45	24.99	70	34.72	6032087	376834	6032087	376834	1001	2882	104
KR5 (5n-5a)	45	24.99	70	34.72	45	24.18	70	34.31	6032087	376834	6032087	376834	853	2888	100
KR6 (6n-6a)	45	24.18	70	34.31	45	24.80	70	34.38	6032087	376834	6032087	376834	1225	4018	151
KR7 (7n-7a)	45	24.80	70	34.38	45	24.02	70	33.08	6032087	376834	6032087	376834	870	2767	98
KR8 (8n-8a)	45	24.02	70	33.08	45	24.48	70	32.48	6032087	376834	6032087	376834	1430	4662	160
KR9 (9n-9a)	45	24.48	70	32.48	45	24.84	70	32.48	6032087	376834	6032087	376834	1217	3884	140
KR10 (10n-10a)	45	24.84	70	32.48	45	24.89	70	32.86	6032087	376834	6032087	376834	1299	3940	140
KR11 (11n-11a)	45	24.89	70	32.86	45	24.89	70	31.72	6032087	376834	6032087	376834	838	2748	104
KR12 (12n-12a)	45	24.89	70	31.72	45	24.89	70	31.32	6032087	376834	6032087	376834	801	2627	98

KR (Kobay Range) Subtotal 1849

GRAND TOTAL ACERAGE RETAINED FOR SEPPEL D. WARREN PROPERTY 37.67

K. Turbins Carbon, 10/2/08

FRANKLIN COUNTY
 Susan O. Black
 Register of Deeds

ATTACHMENT I

012845

(Space above this line for Recorder's use only)

**ASSIGNMENT OF GRANT OF EASEMENTS
MAINE**

THIS ASSIGNMENT OF GRANT OF EASEMENTS (this "Assignment") is made as of the 10th day of May, 2002, by and between ENRON WIND DEVELOPMENT LLC, a California limited liability company, as successor by merger to ENRON WIND DEVELOPMENT CORP., a California corporation ("Assignor"), and GE WIND ENERGY, LLC, a Delaware limited liability company ("Assignee"), with reference to the following facts:

A. Pursuant to the instrument described in Exhibit A attached hereto (the "Easement Agreement"), Assignor acquired easements for wind resource evaluation, wind energy development, energy transmission, and related wind energy development uses on, over, and across the certain properties located in Franklin and Somerset Counties, Maine (the "Premises"), more particularly described in the Easement Agreement and under the terms and conditions set forth in the Easement Agreement.

B. Assignor desires to assign, convey, sell, and transfer all of Assignor's right, title and interest in, under and arising from the Easement Agreement to Assignee pursuant to this Assignment, and Assignee desires to receive and accept from Assignor, all of Assignor's right, title and interest in and to the Easement Agreement over, under, and upon the Premises, subject to all of the further terms and conditions of this Assignment.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby QUITCLAIM, ASSIGN, TRANSFER, CONVEY, SET OVER, AND DELIVER unto Assignee all right, title, and interest of Assignor in, to, and under the Easement Agreement and all easements and rights set forth therein, all without representation or warranty of any kind.

This Assignment is made and accepted subject to the following terms and conditions:

1. By executing this Assignment, Assignee hereby assumes and agrees to perform all of the terms, covenants, and conditions of the Easement Agreement arising from and after the date hereof as therein required to be performed on the part of Assignor, as the grantee under the Easement Agreement.

BK 2996 PG 137

2. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

ENRON WIND DEVELOPMENT LLC, a California limited liability company, as successor by merger to Enron Wind Development Corp., a California corporation

By: *Eric D. Gaddo*
Name: Eric D. Gaddo
Title: Vice President

ASSIGNEE:

GE WIND ENERGY, LLC, a Delaware limited liability company

By: *Kathleen Harris*
Name: Kathleen Harris
Title: Secretary

THIS INSTRUMENT WAS DRAFTED BY:
AND WHEN RECORDED RETURN TO:
Charles T. Sharbaugh, Esq.
Paul, Hastings, Janofsky & Walker LLP
600 Peachtree Street, N.E., Suite 2400
Atlanta, Georgia 30308-2222

NOTARIAL ACKNOWLEDGEMENTS

STATE OF Georgia)
)
COUNTY OF Fulton) SS.

On May 9, 2002, before me, the undersigned Notary public, personally appeared Eric D. Gadd, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument; and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Mary Cadden

My commission Expires _____



STATE OF Georgia)
)
COUNTY OF Fulton) SS.

On May 9, 2002, before me, the undersigned Notary public, personally appeared Kathleen Harris, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument; and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

David S. Carter

My commission Expires _____



EXHIBIT A

1. Grant of Easement and Easement Agreement dated April 15, 1992, by and between S.D. Warren Company and U.S. Windpower, Inc., now known as Kenetech Windpower, Inc., a short form of which was recorded in the Official Records of Franklin County, State of Maine, on July 2, 1992 at Book 1297, Page 235 as Instrument No. 005389 and in the Official Records of Somerset County, State of Maine on July 6, 1992 at Book 1801, Page 221 as Instrument No. 09195; as amended by:
 - (a) First Amendment to Easement Agreement by and between S.D. Warren Company and U.S. Windpower, Inc., dated as of February 18, 1993 and recorded in the Official Records of Franklin County, State of Maine, on May 17, 1993 at Book 1362, Page 265 as Instrument No. 003480 and in the Official Records of Somerset County, State of Maine, on May 14, 1993 at Book 1885, Page 118 as Instrument No. 05109;
 - (b) Partial Release of Property by and between S.D. Warren Company and Kenetech Windpower, Inc., dated as of April 14, 1994 and recorded in the Official Records of Franklin County, State of Maine, on July 11, 1994 at Book 1464, Page 159 as Instrument No. 005840 and in the Official Records of Somerset County, State of Maine, on July 20, 1994 at Book 2024, Page 022 as Instrument No. 9970;
 - (c) Assignment of Grant of Easement and Easement Agreement by and between Kenetech WindPower, Inc. and Enron Wind Development Corp., dated May 19, 1997, and recorded in the Official Records of Franklin County, State of Maine, on November 14, 2001 at Book 2076, Page 256 as Instrument No. 10490 and in the Official Records of Somerset County, State of Maine, on January 18, 2002 at Book 2901, Page 197 as Instrument No. 000730;
 - (d) Partial Release of Property dated as of November 12, 1998 by and between Plum Creek Maine Timberlands, L.L.C., as successor in interest to S.D. Warren Company, and Enron Wind Development Corp., and recorded in the Official Records of Franklin County, State of Maine, at Book 2122, Page 281 as Instrument No. 2635 and in the Official Records of Somerset County, State of Maine, on _____ at Book _____, Page _____ as Instrument No. _____.

ATTACHMENT J

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement") is made and entered into as of August 26, 2005 (the "Effective Date"), by and between GE WIND ENERGY, LLC ("GEWE"), a Delaware limited liability company with principal offices at 13000 Jameson Road, Tehachapi, California 93561, and TRANSCANADA ENERGY LTD. ("Developer"), a Canadian corporation with offices at 55 Yonge Street, Toronto, Ontario, Canada, M5E 1J4.

RECITALS

A. Developer is interested in [REDACTED] wind energy generation project on the Designated Property (as defined below) located near Kibby Mountain, Maine, including, without limitation, (i) energy collection systems, transmission systems and substations, (ii) wind turbine generating machines, and (iii) certain Related Rights (as defined below) (the "Project").

B. GEWE holds a grant of easement and easement agreement dated April 15, 1992 by and between SD Warren Company, grantor, and US Windpower, Inc. for which a Short Form of Easement Agreement was recorded as Instrument Number 005389 in Book 1297, page 235, on July 2, 1992 in the County of Franklin, State of Maine, and as Instrument Number 09195, in Book 1801, page 221, on July 6, 1992, in the County of Somerset, State of Maine, as set forth in Exhibit A (collectively, the "Easement"). On February 18, 1993, a First Amendment to Easement Agreement was executed and recorded on May 14, 1993 as Instrument Number 05109 and Book 1885, page 118 in Somerset County, State of Maine and, as Instrument Number 003480 in Book 1362, page 265, on May 17, 1993, in the County of Franklin, State of Maine. A partial release of property was executed on November 12, 1998, which reduced the original size of the Easement, which is further set forth in Exhibit A. Present and future owners of the fee interest in the real property underlying the Easement are referred to herein as the "Landowners."

C. Developer desires to obtain, and GEWE wishes to grant to Developer, the right and option during the Option Period (defined below) and upon satisfaction of all conditions to exercise as set forth herein, to acquire the rights and interests of GEWE in and under the Easement as such rights and interests pertain to the real property described in Exhibit A hereto (the "Designated Property"), together with any development rights, permit applications, permits, licenses, zoning applications, access rights and similar rights (other than rights under the Easement) owned or controlled by GEWE (the "Related Rights") directly related to the Designated Property, on the terms and conditions set forth in this Agreement.

[REDACTED]

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GEWE and Developer agree as follows:

1. Grant of Option.

(a) Option. Upon Developer's execution and delivery of this Agreement and the

Quitclaim Deed substantially in the form attached as Exhibit J (the "Quitclaim Deed"), GEWE grants to Developer the exclusive right and option (the "Option") during the Option Period (defined below) and following satisfaction of all conditions to exercise as set forth in Section 5 hereof, to acquire the rights and interests of GEWE in and under the Easement and the Related Rights as such rights and interests pertain to the Designated Property. The Option is granted and may be exercised only on the terms and conditions set forth in this Agreement.

(b) Memorandum of Option. Upon the Effective Date, GEWE shall execute and deliver to Developer for recording in the Official Records of Franklin County, Maine, and the Official Records of Somerset County, Maine (the "Official Records"), a Memorandum of Option in the form attached hereto as Exhibit C.

2. Wind Turbine Generators.

(a) [REDACTED]

(b) [REDACTED]

[REDACTED]

[REDACTED]

3 Option Period.

(a) Option Period. Unless the Option has been terminated pursuant to Section 7, the Option shall be exercisable in full during the period (the "Option Period") commencing on the Effective Date and ending on December 31, 2009. The Developer may extend the Option Period until December 31, 2012 upon written notice and payment of [REDACTED] delivered to GEWE prior to December 31, 2009.

(b) Restrictions During Option Period.

During the Option Period, except to the extent necessary to consummate the transactions contemplated hereby, GEWE and its subsidiaries and affiliates (collectively, "GEWE Parties") shall refrain from taking any action with respect to the Designated Property that materially interferes with the permitting, development or construction of the Project

(i) [REDACTED]

A. [REDACTED]

B. [REDACTED]

C. [REDACTED]

D. [REDACTED]

4. Acquisition Payment. [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

[REDACTED]

(c) [REDACTED]

[REDACTED]

5. Conditions Precedent to Exercise of Option. The Option may be exercised in accordance with Section 6 below if, and only if, each of the following conditions precedent has been satisfied during the Option Period and prior to such exercise.

(a) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

[REDACTED]

(b) No Developer Default. As of the effective date of exercise of the Option, Developer shall not be in default under this Agreement and Developer shall not have taken any action, whether directly or indirectly, that could reasonably be expected to result in an event of default or an imminent event of default under the Easement.

(c) No Conflicting Orders. As of the effective date of exercise of the Option, no orders, decrees, judgments or injunctions of any court or governmental body shall be in effect, and no claims, actions, suits, proceedings, arbitrations or investigations shall be pending or threatened, which challenge or seek to challenge, the exercise of the Option.

6. Manner of Exercise.

(a) Method of Exercise. If all of the conditions precedent set forth in Section 5 above have been satisfied during the Option Period, Developer may exercise the Option during the Option Period by delivering to GEWE all of the following:

(i) A signed notice of exercise in the form attached as Exhibit E;

(ii) Two executed and notarized assignments of each of the Easement in the form attached as Exhibit F (the "Recordable Assignment");

(iii) A cashier's check or wire transfer of immediately available funds in the amount of the Acquisition Payment. Any wire transfer shall be made pursuant to wire transfer instructions given to Developer by GEWE in writing (the "GEWE Account").

(b) GEWE's Actions Upon Exercise. Upon the effective exercise of the Option by Developer in the manner set forth herein, GEWE shall:

(i) Execute and acknowledge both originals of the Recordable Assignment and record the Recordable Assignment in the Official Records; and

(ii) Execute and acknowledge two originals of an assignment and assumption agreement for the Related Rights directly related to the Designated Property in substantially the form attached hereto as Exhibit G;

7. Termination of Option.

(a) Grounds for Termination. The Option shall terminate (i) pursuant to Section 7(b), (ii) if any interest of Developer in this Agreement or any ownership or other interest in Developer is directly or indirectly assigned, sold or transferred, except in accordance with Section 14(a) or (iii) if the Option is not timely exercised prior to the expiration of the Option Period

(b) GEWE's Option. Developer acknowledges that project development is a time consuming process. [REDACTED]

(i) On or before [REDACTED] Developer shall file applications for permits to place meteorological towers with anemometers to conduct a wind resource analysis on the Designated Property, and provide GEWE with copies of the permit applications.

(ii) On or before [REDACTED] Developer shall have properly installed no less than three (3) meteorological towers of at least sixty meters in height with anemometers and commenced measuring wind and other climatological data at the Project. This milestone date and other dates dependent on this milestone for completion will be extended if permitting authorities delay permit approval for the meteorological towers;

(iii) [REDACTED]

(iv) On or before [REDACTED] Developer shall have submitted applications for the LURC Planned Development Permit [REDACTED] required to construct and operate the Project.

(c) [REDACTED]

(d) [REDACTED]

8. Additional Covenants of Developer.

(a) During the Option Period, Developer shall maintain at its own expense, insurance

of the type and in the amounts specified in Exhibit K.

(b) Developer shall comply with any and all obligations of GEWE [REDACTED] under the Easement at Developer's sole cost and expense. Developer will not violate any limit or restriction on land use contained in the Easement.

(c) [REDACTED]

(d) Developer shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in Section 5 to the exercise of the Option to the extent that Developer's action or inaction can control or influence the satisfaction of such conditions.

(e) [REDACTED]

(f) [REDACTED]

[REDACTED]

9. GEWE Notice Obligations: Developer's Right to Cure

(a) GEWE shall promptly notify the present Landowners in writing of the Option and shall consult in good faith with Developer regarding correspondence and meetings with and/or presentations to any Landowner(s) regarding the development of the Project.

(b) GEWE shall notify Developer in writing if GEWE has Actual Knowledge (as defined in Exhibit H) of a default by GEWE under the Easement which GEWE is unable or unwilling to cure. If Developer desires to cure any such default on GEWE's behalf, Developer shall notify GEWE of such desire in a writing that describes in detail the actions Developer intends to take to cure such default (the "Cure Notice"). By delivering the Cure Notice, Developer acknowledges and agrees to indemnify GEWE for any Losses associated with any actions taken by Developer, its affiliates or agents to attempt such cure.

[REDACTED]

10. Provision of Certain Information and Assistance

(a) Delivery and Right to Use Information.

[REDACTED]

(b)

[REDACTED]

[REDACTED]

(c) Assistance. GEWE shall respond to requests for information from Developer related to Developer obtaining the permits to place meteorological towers and anemometers at the Project site.

(d) Confidentiality. [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

(v) [REDACTED]

[REDACTED]

11. Indemnification.

(a) GEWE's Indemnity. GEWE agrees to indemnify, defend and hold Developer, Developer's affiliates, and Developer's permitted successors and assigns (collectively, "Developer Indemnified Parties") free from and harmless from and against any and all losses, costs, damages, injuries, liabilities, claims, demands, penalties, interest and causes of action, including reasonable attorney's fees, (collectively, "Losses") asserted by any third party against any such Developer Indemnified Party (i) to the extent caused by the negligence or willful misconduct of GEWE or its agents or employees on or with respect to the Project, or (ii) as a result of any breach by GEWE of this Agreement; provided, however, that nothing contained herein shall be deemed to render GEWE liable for any Losses to the extent attributable to or resulting directly or indirectly from the gross negligence or willful misconduct of, or breach of this Agreement by, the Developer Indemnified Party seeking indemnification.

(b) Developer's Indemnity. Developer agrees to indemnify, defend and hold GEWE, GEWE's members and affiliates, each present and future Landowner and the respective successors and assigns of any of the foregoing (collectively, "GEWE Indemnified Parties") free from and harmless from and against any and all Losses asserted by any third party against any such GEWE Indemnified Party (i) to the extent caused by the negligence or willful misconduct of Developer, Developer's affiliates or the agents or employees of any of the foregoing on or with respect to the Project (including, without limitation, any action taken by or under the direction of Developer to cure a default as described in Section 9(b)) or, (ii) as a result of any breach by Developer of this Agreement; provided, however, that nothing contained herein shall be deemed to render Developer liable for any Losses to the extent attributable to or resulting directly or indirectly from the gross negligence or willful misconduct of, or breach of this Agreement by, the GEWE Indemnified Party seeking indemnification.

(c) Procedures. When required to indemnify a GEWE Indemnified Party or a Developer Indemnified Party under Sections 11(a) and 11(b) (each, an "Indemnified Party"), GEWE or Developer, as the case may be (the "Indemnifying Party") shall assume on behalf of such Indemnified Party and conduct with due diligence and in good faith the defense of any claim against such party, whether or not the Indemnifying Party shall be joined therein, and the Indemnified Party shall cooperate with the Indemnifying Party in such defense. The Indemnifying Party shall have charge and direction of the defense and settlement of such claim; provided, however, that without relieving the Indemnifying Party of its obligations hereunder or impairing the Indemnifying Party's right to control the defense or settlement thereof, the Indemnified Party may elect to participate through separate counsel in the defense of any such claim. The fees and expenses of counsel retained by the Indemnified Party shall be at the expense of such Indemnified Party unless (i) such Indemnified Party shall have reasonably concluded that there exists a material conflict of interest between the Indemnifying Party and such Indemnified Party in the conduct of the defense of such claim (in which case the Indemnifying Party shall not have the right to control the defense or settlement of such claim, on behalf of such Indemnified Party; provided, however, that if the Indemnified Party controls such defense and settlement, no settlement of such claim shall be made without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld), or (ii) the Indemnifying Party shall not have employed counsel to assume the defense of such claim within a reasonable

time after notice of the commencement thereof (and in each of such cases the reasonable fees and expenses of counsel shall be at the expense of the Indemnifying Party). All payments made in respect of indemnities provided under this Section 11 shall be made on an after-tax basis to the extent that the payment of such indemnity is taxable or gives rise to tax liability of the Indemnified Party.

12. Representations and Warranties of GEWE.

(a) Representations and Warranties. In order to induce Developer to enter into this Agreement and to exercise the Option, GEWE represents and warrants to Developer each of the matters set forth on Exhibit H hereto as of the dates set forth in such Exhibit.

(b) As-Is, Where-Is. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN AND AS SET FORTH IN THE SCHEDULES AND EXHIBITS HERETO AND THERETO, THE RIGHTS AND INTERESTS IN AND UNDER THE EASEMENTS AND RELATED RIGHTS THAT ARE BEING ASSIGNED TO DEVELOPER ARE BEING ASSIGNED ON A STRICTLY "AS IS" AND "WHERE IS" BASIS EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, AND AS SET FORTH IN THE SCHEDULES AND EXHIBITS HERETO AND THERETO, GEWE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE DESIGNATED PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY IMPROVEMENTS THEREON SUCH AS ROADS, FENCES, GATES, CULVERTS, DRAINAGE DITCHES AND THE LIKE, WIND SPEED, WIND DIRECTION, TURBULENCE OR ANY OTHER CHARACTERISTICS OF THE WIND ON OR ACROSS THE DESIGNATED PROPERTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, AND AS SET FORTH IN THE SCHEDULES AND EXHIBITS HERETO AND THERETO, GEWE EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY WIND ANALYSIS, WIND OR WEATHER DATA, PROJECTIONS, PROFORMAS OR ANY OTHER INFORMATION OR WORK PRODUCT PREPARED BY GEWE OR ANY OTHER PARTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, AND AS SET FORTH IN THE SCHEDULES AND EXHIBITS HERETO AND THERETO, GEWE ALSO EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE SURFACE OR SUBSURFACE CONDITIONS ON OR RESPECTING THE DESIGNATED PROPERTY, THE PRESENCE OR ABSENCE OF ANY DANGEROUS CONDITION(S) ON THE DESIGNATED PROPERTY, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS ON, UNDER OR WITHIN THE DESIGNATED PROPERTY OR THE WATER ON OR WITHIN THE DESIGNATED PROPERTY, OR IN THE AIR OVER THE DESIGNATED PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY ORAL OR WRITTEN STATEMENTS MADE BY OR ON BEHALF OF GEWE, ITS AGENTS, EMPLOYEES, OR CONSULTANTS. EXCEPT AS OTHERWISE SET FORTH HEREIN, GEWE FURTHER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY TO THE EFFECT THAT THE DESIGNATED PROPERTY, THE EASEMENTS, RIGHTS AND INTERESTS THAT ARE THE SUBJECT OF THE EASEMENTS, OR THE RELATED RIGHTS ARE SUITABLE FOR THE PROJECT, ANY OTHER WIND POWERED ELECTRIC GENERATION PROJECT OR FOR ANY OTHER PURPOSE OR USE

WHATSOEVER. SIMILARLY, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, AND AS SET FORTH IN THE SCHEDULES AND EXHIBITS HERETO AND THERETO, GEWE EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO WHAT PERMITS MAY BE REQUIRED BY THE PROJECT, OR THE LIKELIHOOD THAT ANY SUCH PERMITS CAN OR CANNOT BE OBTAINED.

13. Representations and Warranties of Developer. In order to induce GEWE to enter into this Agreement, Developer represents and warrants to GEWE each of the matters set forth on Exhibit I hereto as of the dates set forth in such Exhibit.

14. Miscellaneous.

(a) No Assignment.

(i) Developer may not assign any rights or interests under this Agreement or in the Designated Property, other than (x) to a wholly owned affiliate, (y) to a purchaser of the Project or the equity interests of Developer or substantially all of the assets of Developer to the extent that (1) the purchaser is not in direct competition with GEWE and (2) the purchaser has a credit rating from Standard and Poor's or from Moody's Financial Services that is investment grade or better (z) to any party with the prior written consent of GEWE not to be unreasonably withheld; provided that no assignment to a wholly owned affiliate pursuant to provision (x) above shall relieve Developer of its duties and obligations hereunder or under any document or agreement executed or delivered in connection herewith or pursuant hereto;

[REDACTED]

(ii) GEWE shall not unreasonably withhold, delay or condition its consent to an assignment of this Agreement or the Designated Property to a bona fide lender or financier ("Lender") in connection with Developer's financing of the Project.

(iii) Any transfer of any ownership or other interest in Developer shall be deemed to be an assignment of the Agreement by Developer hereunder.

(iv) [REDACTED]

(v) Any purported assignment of this Agreement that is not in compliance with this provision shall be null and void.

(b) Further Assurances. Each of the parties to this Agreement agrees to perform all such acts (including but not limited to, executing and delivering such instruments and

documents) as reasonably may be necessary to fully effectuate each and all of the purposes and intents of this Agreement.

(c) **Notices.** All notices or other communications required or permitted hereunder shall, unless otherwise provided herein, be in writing, shall be personally delivered, delivered by telecopy, delivered by Federal Express or other reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the parties at the addresses listed below. Notices personally delivered or delivered by telecopy shall be deemed given on the day so delivered. Notices delivered by overnight courier shall be deemed given on the first business day following the date sent. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notice of change of address shall be given by written notice in the manner detailed in this Section. Addresses for notices are as follows:

If to GEWE:	GE Wind Energy, LLC 1 River Road Schenectady, New York 12345 Attn: David Searles
With a copy to:	GE Wind Energy, LLC 1 River Road Schenectady, New York 12345 Attn: General Counsel
If to Developer:	TransCanada Energy Ltd. 55 Yonge Street Toronto, Ontario M5E 1J4 Attn: Vice-President Power Project Development

(d) **No Waiver.** No waiver of any right under this Agreement shall be effective for any purpose unless in writing, signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

(e) **Construction of Agreement.**

(i) **Governing Law.** The terms and provisions of this Agreement shall be interpreted in accordance with the laws of New York applicable to contracts made and to be performed within such state and without reference to the choice of law principles of such state or any other state.

(ii) **Joint Effort.** The parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, nor more strictly against, either party.

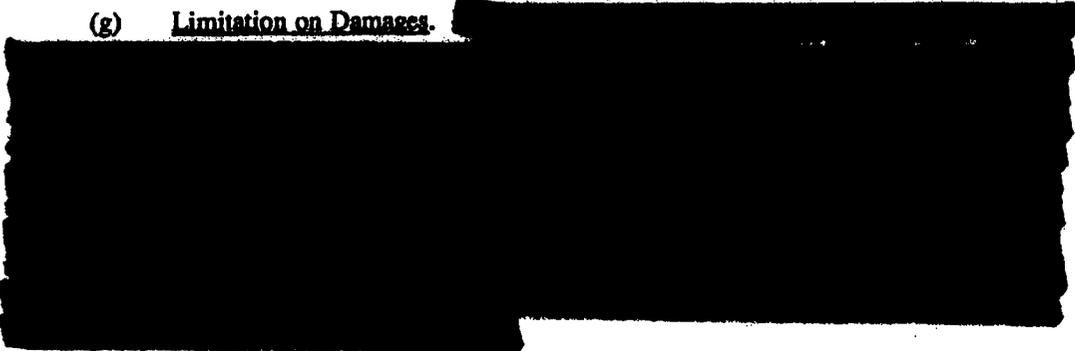
(iii) **Partial Invalidity.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to

persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(iv) Rules of Interpretation. References to sections shall be to sections of this Agreement unless otherwise specified, and all section references shall include all subsections subsidiary to the referenced section. The words "include" and "including" and words of similar import when used in this Agreement shall not be limiting but shall rather be deemed to be followed by the words "without limitation." Unless the context of this Agreement otherwise requires (a) words using singular or plural number also include the plural or singular number, respectively, (b) this Agreement includes all appendices attached hereto, all of which are incorporated herein by this reference, (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to the entire Agreement, (d) the masculine gender shall include the feminine and neuter, (e) references to persons shall include natural persons, corporations, partnerships, limited liability companies, unincorporated associations and similar entities and bodies, (f) any reference to a law, an agreement or a document shall be deemed to also refer to any amendment, supplement or replacement thereof, and (g) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless such reference specifies business days. Terms defined in this Agreement by reference to any other agreement, document or instrument shall have the meanings assigned to them in such agreement, document or instrument whether or not such agreement, document or instrument is then in effect. All references in this Agreement to dollars are to US Dollars.

(f) Headings. The section headings contained in this Agreement are for purposes of reference and convenience only and shall not limit or otherwise affect in any way the meaning of this Agreement.

(g) Limitation on Damages.



(h) Counterparts. This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same.

(i) Entire Agreement. This Agreement, together with its attached schedules and exhibits, contains the entire agreement between the parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are

superceded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the authorized representatives of the parties. Except as set forth herein, and as set forth in the Schedules and Exhibits hereto and thereto, neither party makes or has made any representations or warranties regarding the Easement, the Related Rights, or the Property.

(j) Dispute Resolution. Subject to the parties' rights to seek injunctive or other equitable relief hereunder, disputes shall be settled in accordance with the procedures and rules set forth in Exhibit L (including such provisions relating to payment of the costs of suit). The prevailing party in any dispute not subject to Exhibit L shall be entitled, in addition to such other relief as may be granted, to defense costs, reasonable attorneys' fees and court costs incurred with respect to the mediation, arbitration, enforcement or litigation of such dispute. For purposes of this Section, the prevailing party is the party that most closely obtains the relief it sought whether or not the suit or other legal proceeding is settled or carried out to its conclusion.

(k) Expenses. The parties shall bear their own expenses in connection with the negotiation, execution and delivery of this Agreement.

(l) Survival. In addition to any other express rights, obligations or duties described herein, the indemnifications, representations, warranties, Section 8(e), Section 8(f) and this Section 14 shall survive the exercise of the Option and termination of the Option of this Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the parties have executed this Option Agreement as set forth below

"Developer"

TRANSCANADA ENERGY LTD

By: [Signature]
Name: SEAN McMASSON
Title: Vice President

LEGAL	<u>[Signature]</u>
CONTENT	<u>[Signature]</u>

By: [Signature]
Name: David M. Koblenberg
Title: Vice President, Law

"GEWE"

GE WIND ENERGY, LLC

By GE Wind, Inc., its managing member

By: [Signature]
Name: David E. Seales
Title: Manager, Development

Exhibits

- A - DESCRIPTION OF DESIGNATED PROPERTY
- B - RESERVED
- C - MEMORANDUM OF OPTION
- D - RESERVED
- E - NOTICE OF EXERCISE OF OPTION
- F - RECORDABLE ASSIGNMENT
- G - ASSIGNMENT AND ASSUMPTION AGREEMENT
- H - REPRESENTATIONS AND WARRANTIES OF GEWE
- I - REPRESENTATIONS AND WARRANTIES OF DEVELOPER
- J - TERMINATION/QUIT CLAIM
- K - INSURANCE
- L - DISPUTE RESOLUTION PROVISIONS
- M - STANDARD SITE SUITABILITY ANALYSIS METHODOLOGY

Exhibit A

DESCRIPTION OF DESIGNATED PROPERTY

Grant of Easement and Easement Agreement dated April 15, 1992, by and between S.D. Warren Company and U.S. Windpower, Inc., now known as Kenetech Windpower, Inc., a short form of which was recorded in the Official Records of Franklin County, State of Maine, on July 2, 1992 at Book 1297, Page 235 as Instrument No. 005389 and in the Official Records of Somerset County, State of Maine on July 6, 1992 at Book 1801, Page 221 as Instrument No. 09195; as amended by:

- (a) First Amendment to Easement Agreement by and between S.D. Warren Company and U.S. Windpower, Inc., dated as of February 18, 1993 and recorded in the Official Records of Franklin County, State of Maine, on May 17, 1993 at Book 1362, Page 265 as Instrument No. 003480 and in the Official Records of Somerset County, State of Maine, on May 14, 1993 at Book 1885, Page 118 as Instrument No. 05109;
- (b) Partial Release of Property by and between S.D. Warren Company and Kenetech Windpower, Inc., dated as of April 14, 1994 and recorded in the Official Records of Franklin County, State of Maine, on July 11, 1994 at Book 1464, Page 159 as Instrument No. 005840 and in the Official Records of Somerset County, State of Maine, on July 20, 1994 at Book 2024, Page 022 as Instrument No. 9970;
- (c) Assignment of Grant of Easement and Easement Agreement by and between Kenetech Windpower, Inc., and Enron Wind Development Corp., dated May 19, 1997, and recorded in the Official Records of Franklin County, State of Maine, on November 14, 2001 at Book 2076, Page 256 as Instrument No. 10490 and in the Official Records of Somerset County, State of Maine, on January 18, 1992 at Book 2901, Page 197 as Instrument No. 000730;
- (d) Partial Release of Property dated as of November 12, 1998 by and between Plum Creek Maine Timberlands, L.L.C., as successor in interest to S.D. Warren Company, and Enron Wind Development Corp., and recorded in the Official Records of Franklin County, State of Maine, on March 15, 2002 at Book 2122, Page 281 as Instrument No. 2635
- (e) Consent to Assignment dated as of April 12, 2002 given by Plum Creek Maine Timberlands, L.L.C. consenting to the assignment of the Grant of Easement and Easement Agreement by Enron Wind Development LLC to GE Wind Energy LLC.

Exhibit C

MEMORANDUM OF OPTION

This instrument prepared by and
when recorded should be mailed to:

GE Wind Energy, LLC
1 River Road
Schenectady, New York 12345
Attn: David Searles

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY.)

MEMORANDUM OF OPTION AGREEMENT

This Memorandum of Option Agreement ("Memorandum") is dated for reference purposes only _____, 200[] and is made by and between GE WIND ENERGY, LLC ("GEWE"), and TransCanada Energy Ltd. ("Developer"), who agree as follows:

1. GEWE hereby grants to Developer the exclusive right and option to acquire the right, title and interest of GEWE in and to certain easement rights in the parcels of real property situated in Franklin and Somerset Counties, State of Maine, as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Designated Property"), for a term commencing on August 26, 2005 and ending on December 31, 2009, subject to extension to December 31, 2012, on the terms and conditions set forth in the Option Agreement ("Option Agreement"), between the parties, which Option Agreement is dated of even date herewith and which provisions are incorporated into this Memorandum by this reference.
2. The Option Agreement contains certain restrictions and conditions precedent to the exercise by Developer of the option granted hereunder.
3. This Memorandum of Option is prepared for the purposes of recordation and in no way modifies or otherwise affects the terms, conditions and provisions of the Option Agreement. If any inconsistency exists between this Memorandum and the Option Agreement, the terms, covenants and conditions of the Option Agreement shall prevail and control.
4. This Memorandum may be executed in counterparts, which when taken together shall constitute one and the same instrument.
5. If the option granted hereby is not exercised by the date set forth in Paragraph 1 above, the option as set forth herein shall be of no further force or effect.

GE WIND ENERGY, LLC

By: _____
Name: _____
Title: _____

TRANSCANADA ENERGY LTD.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A" TO MEMORANDUM OF OPTION AGREEMENT

Legal Description of Property

Grant of Easement and Easement Agreement dated April 15, 1992, by and between S.D. Warren Company and U.S. Windpower, Inc., now known as Kenetech Windpower, Inc., a short form of which was recorded in the Official Records of Franklin County, State of Maine, on July 2, 1992 at Book 1297, Page 235 as Instrument No. 005389 and in the Official Records of Somerset County, State of Maine on July 6, 1992 at Book 1801, Page 221 as Instrument No. 09195; as amended by:

(a) First Amendment to Easement Agreement by and between S.D. Warren Company and U.S. Windpower, Inc., dated as of February 18, 1993 and recorded in the Official Records of Franklin County, State of Maine, on May 17, 1993 at Book 1362, Page 265 as Instrument No. 003480 and in the Official Records of Somerset County, State of Maine, on May 14, 1993 at Book 1885, Page 118 as Instrument No. 05109;

(b) Partial Release of Property by and between S.D. Warren Company and Kenetech Windpower, Inc., dated as of April 14, 1994 and recorded in the Official Records of Franklin County, State of Maine, on July 11, 1994 at Book 1464, Page 159 as Instrument No. 005840 and in the Official Records of Somerset County, State of Maine, on July 20, 1994 at Book 2024, Page 022 as Instrument No. 9970;

(c) Assignment of Grant of Easement and Easement Agreement by and between Kenetech Windpower, Inc., and Enron Wind Development Corp., dated May 19, 1997, and recorded in the Official Records of Franklin County, State of Maine, on November 14, 2001 at Book 2076, Page 256 as Instrument No. 10490 and in the Official Records of Somerset County, State of Maine, on January 18, 1992 at Book 2901, Page 197 as Instrument No. 000730;

(d) Partial Release of Property dated as of November 12, 1998 by and between Plum Creek Maine Timberlands, L.L.C., as successor in interest to S.D. Warren Company, and Enron Wind Development Corp., and recorded in the Official Records of Franklin County, State of Maine, on March 15, 2002 at Book 2122, Page 281 as Instrument No. 2635.

(e) Consent to Assignment dated as of April 12, 2002 given by Plum Creek Maine Timberlands, L.L.C. consenting to the assignment of the Grant of Easement and Easement Agreement by Enron Wind Development LLC to GE Wind Energy LLC.

PROVIDENCE OF ALBERTA

CITY OF CALGARY

On _____, 2005, before me, _____, a
Notary Public in and for said Province, personally appeared
_____, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature

STATE OF NEW YORK

COUNTY OF SCHENECTADY

On _____, 2005, before me, _____, a
Notary Public in and for said State, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the persons acted,
executed the instrument.

WITNESS my hand and official seal.

Signature

Exhibit D
RESERVED

Exhibit E

NOTICE OF EXERCISE OF OPTION

[Developer's Letterhead]

GE Wind Energy, LLC
1 River Road
Schenectady, NY 12345
Attention: Dave Searles

Ladies and Gentlemen:

Reference is made to that certain Option Agreement (the "Option Agreement") dated August 26, 2005 by and between TransCanada Energy Ltd. ("Developer"), and GE Wind Energy, LLC ("GEWE"), pertaining to the granting of an option to acquire a portion of GEWE's rights and interests in the Easement. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Option Agreement.

By this letter, the undersigned hereby (i) exercises the Option pursuant to Section 6 of the Option Agreement, and (ii) adopts, ratifies, reaffirms, represents and warrants the representations and warranties set forth in Section 13 of the Option Agreement.

Very truly yours,

TRANSCANADA ENERGY LTD.

By: _____

Title: _____

By: _____

Title: _____

Exhibit F

RECORDABLE ASSIGNMENT

This instrument prepared by and
when recorded should be mailed to:

GE Wind Energy, LLC
1 River Road
Schenectady, New York 12345
Attn: David Searles

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY.)

ASSIGNMENT OF EASEMENT RIGHTS

THIS ASSIGNMENT OF EASEMENT RIGHTS ("Assignment") is made as of _____, 2005, by and between GE WIND ENERGY, LLC ("Assignor"), and TRANSCANADA ENERGY LTD. ("Assignee"), with reference to the following facts:

A. Assignor (as successor to U.S. Windpower, Inc.) is party to the Grant of Easement and Easement Agreement described in Exhibit A hereto (the "Easement") with Plum Creek Maine Timberlands, L.L.C (as successor to S.D. Warren Company) (the "Landowner"), pursuant to which Assignor acquired certain rights for easements for wind resource evaluation, wind energy development, energy transmission and related wind energy development uses on, over and across certain real property owned by the Landowner and located in Franklin and Somerset Counties, Maine, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Real Property"):

B. Pursuant to the terms and conditions of that certain Option Agreement dated _____, 2005, by and between Assignor and Assignee ("Option Agreement"), as memorialized by that certain Memorandum of Option Agreement dated _____, 2005 and recorded on _____, 2004 in the Official Records of _____ County, [_____] , as Instrument No. _____, Assignor desires to assign, convey, sell and transfer Assignor's right, title and interest in and to the Easement to Assignee, and Assignee desires to receive and accept from Assignor, Assignor's right, title and interest in and to the Easement, subject to all of the terms and conditions of this Assignment.

NOW, THEREFORE, for and in consideration of the sum of One Hundred Dollars (\$100) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby ASSIGN, TRANSFER,

CONVEY, SET OVER AND DELIVER unto Assignee, the right, title and interest of Assignor in, to and under the Easement.

This Assignment is made and accepted subject to the following terms and conditions:

1. By accepting this Assignment and by its execution, Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all of the terms, covenants and conditions of the Easement (i) that would (except for this Assignment) be required to be performed on the part of Assignor thereunder from and after the date hereof and not before, and (ii) that were or are to be performed by Assignee pursuant to the Option Agreement.

2. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE OPTION AGREEMENT, THE RIGHTS AND INTERESTS IN AND UNDER THE EASEMENT THAT ARE BEING ASSIGNED TO ASSIGNEE ARE BEING ASSIGNED ON A STRICTLY "AS IS" AND "WHERE IS" BASIS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE OPTION AGREEMENT, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY IMPROVEMENTS THEREON SUCH AS ROADS, FENCES, GATES, CULVERTS, DRAINAGE DITCHES AND THE LIKE, WIND SPEED, WIND DIRECTION, TURBULENCE OR ANY OTHER CHARACTERISTICS OF THE WIND ON OR ACROSS THE REAL PROPERTY, OR THE LOCATION OF OR ANY OTHER MATTERS PERTAINING TO THE EASEMENT RIGHTS GRANTED THEREON BY THE EASEMENT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE OPTION AGREEMENT, ASSIGNOR EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY WIND ANALYSIS, WIND OR WEATHER DATA, PROJECTIONS, PROFORMAS OR ANY OTHER INFORMATION OR WORK PRODUCT PREPARED BY ASSIGNOR OR ANY OTHER PARTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE OPTION AGREEMENT, ASSIGNOR ALSO EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE SURFACE OR SUBSURFACE CONDITIONS ON OR RESPECTING THE REAL PROPERTY, THE PRESENCE OR ABSENCE OF ANY DANGEROUS CONDITION(S) ON THE REAL PROPERTY, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS ON, UNDER OR WITHIN THE REAL PROPERTY OR THE WATER ON OR WITHIN THE REAL PROPERTY, OR IN THE AIR OVER THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY ORAL OR WRITTEN STATEMENTS MADE BY OR ON BEHALF OF ASSIGNOR, ITS AGENTS, EMPLOYEES, OR CONSULTANTS. ASSIGNOR FURTHER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY TO THE EFFECT THAT THE REAL PROPERTY, EASEMENTS, RIGHTS AND INTERESTS THAT ARE THE SUBJECT OF THE EASEMENT, OR THE RELATED RIGHTS ARE SUITABLE FOR THE WIND ENERGY PROJECT CONTEMPLATED BY ASSIGNEE (THE "PROJECT"), ANY OTHER WIND

POWERED ELECTRIC GENERATION PROJECT OR FOR ANY OTHER PURPOSE OR USE WHATSOEVER. SIMILARLY, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE OPTION AGREEMENT, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO WHAT PERMITS MAY BE REQUIRED BY THE PROJECT, OR THE LIKELIHOOD THAT ANY SUCH PERMITS CAN OR CANNOT BE OBTAINED.

3. Assignee hereby agrees to defend, indemnify and hold Assignor and its successors and assigns harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting to Assignor as a result of any claim by a third party (other than an affiliate of Assignee) to the extent caused by the negligence or willful misconduct of Developer or its agents and employees, and (ii) any breach by Assignee of any representation, warranty, covenant or agreement provided herein or in the Option Agreement, or Assignee's failure to perform, on or after the date hereof, any term, covenant or condition of any of the Easement (i) relating to the period after the date hereof required on the part of Assignee (as successor to Assignor) or (ii) relating to the period prior to the date hereof if so required on the part of Assignee pursuant to the Option Agreement.

4. This Assignment shall be governed and construed in accordance with the laws of the State of New York, without regard to conflicts of laws.

5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

GE WIND ENERGY, LLC

By GE Wind, Inc., its managing member

Name: _____

Title: _____

TRANSCANADA ENERGY LTD.

By: _____

Name: _____

Title: _____

By: _____
Name: _____

Title: _____

[STATE OF CALIFORNIA]

COUNTY OF _____

On _____, 200[], before me, _____, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[STATE OF CALIFORNIA]

COUNTY OF _____

On _____, 200[], before me, _____, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Exhibit A to Assignment

Description of Easement

Grant of Easement and Easement Agreement dated April 15, 1992, by and between S.D. Warren Company and U.S. Windpower, Inc., now known as Kenetech Windpower, Inc., a short form of which was recorded in the Official Records of Franklin County, State of Maine, on July 2, 1992 at Book 1297, Page 235 as Instrument No. 005389 and in the Official Records of Somerset County, State of Maine on July 6, 1992 at Book 1801, Page 221 as Instrument No. 09195; as amended by:

(a) First Amendment to Easement Agreement by and between S.D. Warren Company and U.S. Windpower, Inc., dated as of February 18, 1993 and recorded in the Official Records of Franklin County, State of Maine, on May 17, 1993 at Book 1362, Page 265 as Instrument No. 003480 and in the Official Records of Somerset County, State of Maine, on May 14, 1993 at Book 1885, Page 118 as Instrument No. 05109;

(b) Partial Release of Property by and between S.D. Warren Company and Kenetech Windpower, Inc., dated as of April 14, 1994 and recorded in the Official Records of Franklin County, State of Maine, on July 11, 1994 at Book 1464, Page 159 as Instrument No. 005840 and in the Official Records of Somerset County, State of Maine, on July 20, 1994 at Book 2024, Page 022 as Instrument No. 9970;

(c) Assignment of Grant of Easement and Easement Agreement by and between Kenetech Windpower, Inc., and Enron Wind Development Corp., dated May 19, 1997, and recorded in the Official Records of Franklin County, State of Maine, on November 14, 2001 at Book 2076, Page 256 as Instrument No. 10490 and in the Official Records of Somerset County, State of Maine, on January 18, 1992 at Book 2901, Page 197 as Instrument No. 000730;

(d) Partial Release of Property dated as of November 12, 1998 by and between Plum Creek Maine Timberlands, L.L.C., as successor in interest to S.D. Warren Company, and Enron Wind Development Corp., and recorded in the Official Records of Franklin County, State of Maine, on March 15, 2002 at Book 2122, Page 281 as Instrument No. 2635.

(e) Consent to Assignment dated as of April 12, 2002 given by Plum Creek Maine Timberlands, L.L.C. consenting to the assignment of the Grant of Easement and Easement Agreement by Enron Wind Development LLC to GE Wind Energy LLC.

Exhibit G

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION OF RELATED RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF RELATED RIGHTS ("Assignment") is made as of the ___ day of _____, 20___, by and between GE WIND ENERGY, LLC ("GEWE"), and TRANSCANADA ENERGY LTD. ("Developer"), with reference to the following facts:

A. GEWE is the owner of certain rights pursuant to that certain GEWE holds options and other rights with respect to the Project pursuant to those certain (i) options set forth in Exhibit B, (collectively, the "Easement").

B. In addition to the rights, privileges and duties of Assignor under the Easement, Assignor and its affiliates also may own certain additional development rights, permits and permit applications, zoning applications, licenses, access rights and similar rights (other than rights under the Easement) relating to the Property (the "Related Rights").

C. Assignor desires to assign, convey, sell and transfer all of Assignor's right, title and interest in, under and arising from the Related Rights with respect only to the portion of the Property described on Exhibit A attached hereto (the "Designated Property") to Assignee, and Assignee desires to receive and accept from Assignor, all of Assignor's right, title and interest in and to the Related Rights with respect to the Designated Property, subject to all of the terms and conditions of this Assignment.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby ASSIGN, TRANSFER, CONVEY, SET OVER AND DELIVER unto Assignee, all right, title and interest of Assignor in, to and under the Related Rights with respect to the Designated Property.

This Assignment is made and accepted subject to the following terms and conditions.

1. By accepting this Assignment and by its execution, Assignee hereby accepts the foregoing assignment of the Related Rights insofar as they apply to or relate to the Designated Property, and assumes and agrees to perform all of the terms, covenants and conditions of the Related Rights therein that would (except for this Assignment) be required to be performed on the part of Assignor thereunder from and after the date hereof and not before, to the extent such terms, covenants and conditions apply or relate to the Designated Property.

2. Assignor hereby reaffirms, as of the date hereof, each of the representations and warranties made by Assignor under that certain Option Agreement dated _____, 2005, between Assignor and Assignee (the "Option Agreement"), which representations and warranties are set forth in Exhibit H thereof.

3. Assignee hereby reaffirms, as of the date hereof, each of the representations and warranties made by Assignor under the Option Agreement, which representations and warranties are set forth in Exhibit I thereof.

4. This Assignment shall be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules or any principles thereof.

5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

GE WIND ENERGY, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

TRANSCANADA ENERGY LTD.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A
To Assignment and Assumption Agreement

Description of Designated Property

[TO BE ATTACHED]

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT
DESCRIPTION OF DESIGNATED PROPERTY

Exhibit H

REPRESENTATIONS AND WARRANTIES OF GEWE

REDACTED

Exhibit I

REPRESENTATIONS AND WARRANTIES OF DEVELOPER

REDACTED

Exhibit J

QUITCLAIM DEED

This instrument prepared by and
when recorded should be mailed to:

GE Wind Energy, LLC
1 River Road
Schenectady, New York 12345
Attn: David Searles

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY.)

QUITCLAIM DEED

By that certain Option Agreement (the "Agreement"), dated August 26, 2005, GE Wind Energy, LLC ("Grantee"), granted to TransCanada Energy Ltd. ("Grantor") an option to acquire Grantee's rights and interests in and to the following agreements (such agreements, collectively, the "Easement") with respect to certain real property located in Franklin and Somerset Counties, Maine (the "Real Property"), together with certain "Related Rights" as defined in the Agreement: Grantee holds options and other rights with respect to the Real Property pursuant to that certain Grant of Easement and Easement Agreement set forth in Exhibit A, attached hereto (collectively, the "Easement").

Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby releases, relinquishes, and forever quitclaims without warranty to Grantee, all of its right, title and interest, if any, in and to the Real Property, situated in Franklin and Somerset Counties, State of Maine, as more particularly described below:

See Exhibit A attached hereto.

including, without limitation, any right, title and interest, if any, in and to the Easement and the Related Rights with respect to such real property.

[Signatures appear on following page]

Dated: _____

TRANSCANADA ENERGY, LTD

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Title: _____

PROVINCE OF ALBERTA

CITY OF CALGARY

On _____, 2005, before me, _____, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

EXHIBIT "A" TO QUITCLAIM DEED

Legal Description of Property

Grant of Easement and Easement Agreement dated April 15, 1992, by and between S.D. Warren Company and U.S. Windpower, Inc., now known as Kenetech Windpower, Inc., a short form of which was recorded in the Official Records of Franklin County, State of Maine, on July 2, 1992 at Book 1297, Page 235 as Instrument No 005389 and in the Official Records of Somerset County, State of Maine on July 6, 1992 at Book 1801, Page 221 as Instrument No. 09195; as amended by:

(a) First Amendment to Easement Agreement by and between S.D. Warren Company and U.S. Windpower, Inc., dated as of February 18, 1993 and recorded in the Official Records of Franklin County, State of Maine, on May 17, 1993 at Book 1362, Page 265 as Instrument No. 003480 and in the Official Records of Somerset County, State of Maine, on May 14, 1993 at Book 1885, Page 118 as Instrument No. 05109;

(b) Partial Release of Property by and between S.D. Warren Company and Kenetech Windpower, Inc., dated as of April 14, 1994 and recorded in the Official Records of Franklin County, State of Maine, on July 11, 1994 at Book 1464, Page 159 as Instrument No. 005840 and in the Official Records of Somerset County, State of Maine, on July 20, 1994 at Book 2024, Page 022 as Instrument No. 9970;

(c) Assignment of Grant of Easement and Easement Agreement by and between Kenetech Windpower, Inc., and Enron Wind Development Corp., dated May 19, 1997, and recorded in the Official Records of Franklin County, State of Maine, on November 14, 2001 at Book 2076, Page 256 as Instrument No. 10490 and in the Official Records of Somerset County, State of Maine, on January 18, 1992 at Book 2901, Page 197 as Instrument No. 000730;

(d) Partial Release of Property dated as of November 12, 1998 by and between Plum Creek Maine Timberlands, L.L.C., as successor in interest to S.D. Warren Company, and Enron Wind Development Corp., and recorded in the Official Records of Franklin County, State of Maine, on March 15, 2002 at Book 2122, Page 281 as Instrument No. 2635.

(e) Consent to Assignment dated as of April 12, 2002 given by Plum Creek Maine Timberlands, L.L.C. consenting to the assignment of the Grant of Easement and Easement Agreement by Enron Wind Development LLC to GE Wind Energy LLC.

EXHIBIT K
INSURANCE

REDACTED

EXHIBIT L

DISPUTE RESOLUTION PROVISIONS

REDACTED

Exhibit M

STANDARD SITE SUITABILITY ANALYSIS METHODOLOGY

REDACTED

ATTACHMENT K

Assignment of Option Agreement

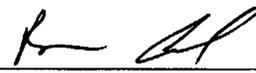
KNOW ALL PERSONS BY THESE PRESENTS, that **TransCanada Energy Ltd.**, a Canadian corporation authorized to conduct business in the State of Maine ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does here by ASSIGN to **TransCanada Maine Wind Development Inc.**, a Delaware corporation with a mailing address of c/o Verrill Dana, LLP, One Portland Square, Portland, Maine 04112-0586 ("Assignee") all of Assignor's title, right, and interest in and to that certain Option Agreement by and between GE Wind Energy, LLC and TransCanada Energy Ltd. Dated August 26, 2005 (the "Option"), a memorandum of which is recorded in the Franklin County Registry of Deeds in Book 2667, Page 243.

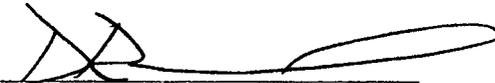
By executing this Assignment, Assignee hereby accepts and agrees to be bound by all of the obligations of Assignor under the Option as of December 1, 2006.

IN WITNESS WHERE OF, Assignor and Assignee have caused this Assignment of Option Agreement to be executed with an effective date of December 1, 2006.

ASSIGNOR:
TRANSCANADA ENERGY LTD.

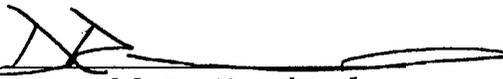
LEGAL	
CONTENT	

BY: 
Name: Ronald L. Cook
Its: Vice-President, Taxation

BY: 
Name: Donald R. Marchand
Its: Treasurer

ASSIGNEE:
TRANSCANADA MAINE WIND
DEVELOPMENT INC.

BY: 
Name: Ronald L. Cook
Its: Vice-President, Taxation

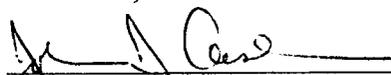
BY: 
Name: Donald R. Marchand
Its: Treasurer

PROVINCE OF ALBERTA
City of Calgary.

December 18, 2006

Then personally appeared the above-named Ronald L. Cook, Vice-President, Taxation, of **TransCanada Energy Ltd.** and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said TransCanada Energy Ltd.

Before me,



Notary Public

Printed Name: John B. Cashin

PROVINCE OF ALBERTA
City of Calgary.

December 18, 2006

Then personally appeared the above-named Donald R. Marchand, Treasurer, of **TransCanada Energy Ltd.** and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said TransCanada Energy Ltd.

Before me,



Notary Public

Printed Name: John B. Cashin

PROVINCE OF ALBERTA
City of Calgary.

December 18, 2006

Then personally appeared the above-named Ronald L. Cook, Vice-President, Taxation, of **TransCanada Maine Wind Development Inc.** and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of said TransCanada Maine Wind Development Inc.

Before me,



Notary Public

Printed Name: John B. Cashin

PROVINCE OF ALBERTA
City of Calgary.

December 18, 2006

Then personally appeared the above-named Donald R. Marchand, Treasurer, of **TransCanada Maine Wind Development Inc.** and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of said TransCanada Maine Wind Development Inc.

Before me,



Notary Public

Printed Name: John B. Cashin

ATTACHMENT L



Sustainable Forest Technologies

40 Champion Lane
Milford, ME 04461

Office (207) 827-3700, Ext. 105
Fax (207) 827-0054

April 10, 2007

Land Use Regulation Commission
Maine Department of Conservation
22 State House Station
Augusta, Maine 04333-0022
Attn: Ms. Marcia Spencer-Famous

Re: TransCanada Maine Wind Development Inc. - Kibby Wind Power Project

To Whom it may concern:

Kennebec West Forest LLC (KWF) holds title to certain properties located in Franklin County, Maine. Sustainable Forest Technologies (SFT) provides forest and land management services for KWF Franklin County ownerships.

This letter is to confirm that Kennebec West Forest LLC and TransCanada Maine Wind Development Inc. have negotiated a Purchase Agreement for certain easement rights across the premises situated in T1R5 WBKP (Jim Pond Twp), the Town of Eustis, Coplin Plantation, and T4R3 BKP WKR (Wyman Twp.), Franklin County, Maine, being more particularly described on Schedule 1 attached hereto and made a part hereof, including (a) easement rights related to constructing and operating a 115 kV power line within a certain one hundred fifty foot (150') strip of land located generally as shown on Schedule 1 attached hereto, and (b) easement rights to use any roads now or hereafter located on Kennebec West Forest's adjacent property, and to construct and use new roads on Kennebec West Forest's adjacent property, for access to the foregoing easement area. Separate agreements have been prepared for access across Gold Brook Road, and for use of the related staging area, in T2R6 WBKP (Chain of Ponds Twp.), Franklin County, Maine.

We currently are waiting for consent to the Purchase Agreement by KWF mortgagees, which we expect to receive shortly. Upon receiving such consent, Kennebec West Forest LLC intends to enter into the Purchase Agreement, and to execute the Memorandum of Purchase Agreement attached hereto as Schedule 1 for recording purposes.

SFT and Kennebec West Forest LLC are submitting this letter to LURC for TransCanada Maine Wind Development's application and permitting process for this Project.

Sincerely,

SUSTAINABLE FOREST TECHNOLOGIES

By: Steve LeBlanc

Print: Steve LeBlanc

Its: Manager Land Transactions

Attachment

MEMORANDUM OF PURCHASE AGREEMENT

GRANTOR: KENNEBEC WEST FOREST LLC, a Delaware limited liability company with a mailing address of 40 Rowes Wharf, Boston, MA 02110.

GRANTEE: TRANSCANADA MAINE WIND DEVELOPMENT INC., a Delaware corporation with a mailing address of 55 Yonge Street, 8th Floor, Toronto, Ontario, Canada, M5E 1J4.

PROPERTY INTEREST: Certain perpetual, non-exclusive easement rights on, over, under and across the premises situated in T1R5 WBKP (Jim Pond Twp), the Town of Eustis, Coplin Plantation, and T4R3 BKP WKR (Wyman Twp.), Franklin County, Maine, being more particularly described on Exhibit A attached hereto and made a part hereof, including (a) easement rights related to constructing, maintaining, repairing, replacing, and operating a single or double circuit 115 kV power line within a certain one hundred fifty foot (150') strip of land located generally as shown on Exhibit B attached hereto, and (b) easement rights to use any roads now or hereafter located on the Grantor's adjacent property, and to construct and use new roads on the Grantor's adjacent property, for access to the Easement Area with vehicles and equipment.

The easement rights related to power lines within the one hundred fifty foot (150') strip of land shall be exclusive to Grantee, and except for new utility installations for power lines that cross such easement area as permitted under the terms of the easement deed (as provided for in section 3), Grantor may not grant similar rights to construct, maintain, repair, replace, or operate a power line within such easement area to any other party. All other rights contemplated by the easement deed shall be deemed non-exclusive and for use in common with Grantee, by Grantor and its assigns to the extent that Grantor's use does not endanger or materially interfere with Grantee's exercise of the easement rights granted, as set forth in the easement deed.

DATE OF PURCHASE AGREEMENT: _____, 2007

CLOSING DEADLINE: _____, 2010

RENEWAL PROVISION: One renewal for one year.

IN WITNESS WHEREOF, Grantor and Grantee have executed or caused this instrument to be executed as of the date first above written.

WITNESS:

KENNEBEC WEST FOREST LLC

DO NOT SIGN; FYI ONLY

By: _____

Name: _____

Its: _____

State of _____

County of _____, 2007

Then personally appeared the above-named _____ in his/her capacity as _____ of Kennebec West Forest LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of Kennebec West Forest LLC.

Before me,

Notary Public

WITNESS:

TRANSCANADA MAINE WIND DEVELOPMENT INC.

DO NOT SIGN; FYI ONLY

By: _____

Name: _____

Its: _____

WITNESS:

TRANSCANADA MAINE WIND DEVELOPMENT INC.

DO NOT SIGN; FYI ONLY

By: _____

Name: _____

Its: _____

**Exhibit A to Memorandum of Purchase Agreement
Description of Grantor's Lands**

A certain lot or parcel of land located in Eustis, Coplin Plantation, Jim Pond Township, and Wyman Township, Franklin County, Maine, more particularly described as follows:

PARCEL 1 -- TOWN OF EUSTIS

The premises located in the Town of Eustis conveyed in deeds from SP Forests LLC and International Paper Company to Kennebec West Forest LLC dated December 30, 2004 and recorded in the Franklin County Registry of Deeds in Book 2551 Page 302 and Book 2552 Page 40 and in a deed from the Inhabitants Of The Town Of Eustis to Kennebec West Forest LLC dated April 12, 2005 and recorded in the Franklin County registry of Deeds in Book 2752 Page 49 excepting and reserving the following:

1. The premises described in a deed from Kennebec West Forest LLC to Risbara Serenity Lodge Trust dated August 12, 2005 and recorded in the Franklin County Registry of Deeds in Book 2647 Page 243.
2. The premises described in a deed from Kennebec West Forest LLC to Bigelow Timber Corporation dated September 27, 2005 and recorded in the Franklin County Registry of Deeds in Book 2668 Page 349.
3. The premises described in a deed from Kennebec West Forest LLC to the Inhabitants Of The Town Of Eustis dated December 30, 2005 and recorded in the Franklin County Registry of Deeds in Book 2752 Page 45.

PARCEL 2 – COPLIN PLANTATION

The premises located in Coplin Plantation conveyed in deeds from SP Forests LLC and International Paper Company to Kennebec West Forest LLC dated December 30, 2004 and recorded in the Franklin County Registry of Deeds in Book 2551 Page 302 and Book 2552 Page 40.

PARCEL THREE – JIM POND TOWNSHIP (T1 R5 WBKP)

The premises located in Jim Pond Township conveyed in deeds from SP Forests LLC and International Paper Company to Kennebec West Forest LLC dated December 30, 2004 and recorded in the Franklin County Registry of Deeds in Book 2551 Page 302 and Book 2552 Page 40 excepting and reserving the following:

1. The premises described in a deed from Kennebec West Forest LLC to Chase Pond LLC dated December 27, 2005 and recorded in the Franklin County Registry of Deeds in Book 2712 Page 287.
2. The premises described in a deed from Kennebec West Forest LLC to John M. Ireland and Lori L. Ireland dated December 21, 2005 and recorded in the Franklin County Registry of Deeds in Book 2712 Page 281.
3. The premises described in a deed from Kennebec West Forest LLC to Keith L. Jordan and Robert C. Malley dated December 20, 2005 and recorded in the Franklin County Registry of Deeds in Book 2712 Page 300.
4. The premises described in a deed from Kennebec West Forest LLC to John B. Morris dated December 21, 2005 and recorded in the Franklin County Registry of Deeds in Book 2705 Page 303
5. The premises described in a deed from Kennebec West Forest LLC to Kenneth W. Ruff and Lois A. Ruff dated December 21, 2005 and recorded in the Franklin County Registry of Deeds in Book 2712 Page 307.
6. The premises described in a deed from Kennebec West Forest LLC to Shadagee Flls Club LLC dated December 30, 2005 and recorded in the Franklin County Registry of Deeds in Book 2715 Page 265.
7. The premises described in a deed from Kennebec West Forest LLC to Robert Scott Witt and James McComb Witt, IV dated December 27, 2005 and recorded in the Franklin County Registry of Deeds in Book 2706 Page 256.
8. The premises located in Jim Pond Township, Franklin County described in a deed from Black Bear Forest Inc. to Black Bear Cub Inc. dated December 29, 2005 and recorded in the Franklin County Registry of Deeds in Book 2745 Page 50.

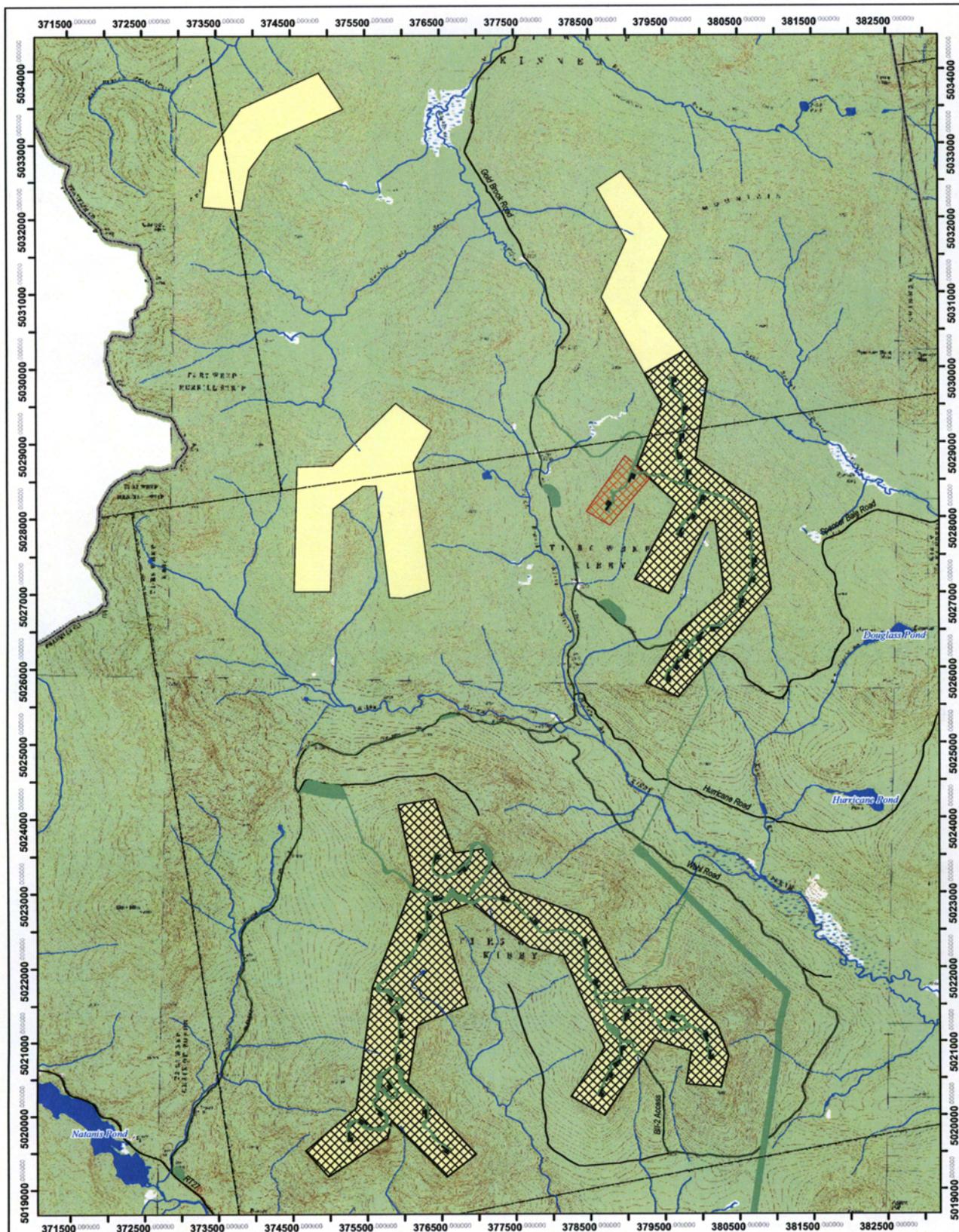
PARCEL 4 – WYMAN TOWNSHIP (T4 R3 BKP WKR)

The premises located in Wyman Township conveyed in deeds from SP Forests LLC and International Paper Company to Kennebec West Forest LLC dated December 30, 2004 and recorded in the Franklin County Registry of Deeds in Book 2551 Page 302 and Book 2552 Page 40 excepting and reserving the following:

The premises located in Wyman Township, Franklin County described in a deed from Black Bear Forest Inc. to Black Bear Cub Inc. dated December 29, 2005 and recorded in the Franklin County Registry of Deeds in Book 2745 Page 50.

Exhibit B to Memorandum of Purchase Agreement
Sketch Plans of Grantor's Lands showing the Easement Area

ATTACHMENT M



Legend

- Wind Energy Development Parcels
- Project Area to be Rezoned
- Additional Area to be Rezoned
- Proposed Wind Turbine Pad
- Kibby Wind Power Project Area
- Hydrography
- State Boundary
- County Boundary
- Town Boundary
- Existing Road
- Intermittent Stream
- Perennial Stream

Notes: Coordinate Grid: NAD83 UTM, Zone 18N, Meters
Base Map: 24K USGS Topographic Map

INFORMATION DEPICTED HEREON IS FOR REFERENCE PURPOSES ONLY AND IS COMPILED FROM BEST AVAILABLE SOURCES.
TRC ASSUMES NO RESPONSIBILITY FOR ERRORS ARISING FROM MISUSE OF THIS MAP.



1



Miles

Exhibit B

Kibby Wind Power Project

*Wind Energy
Development Parcels*