

EXHIBIT S FINAL WAIVER OF LIENS FORM

AFFIDAVIT AND RELEASE OF LIEN

THE STATE OF NEW YORK)
) ss:
COUNTY OF SCHENECTADY)

General Electric Company, Power Systems Division (" Seller"), hereby acknowledges the receipt and sufficiency of the sum of \$ 1,502,355.00, (one million five hundred two thousand three hundred fifty five and 00/100 dollars), and other good and valuable consideration, in full payment for all design, labor, materials, equipment, supplies and services, for the supply of one (1) GE PG7121EA gas turbine generator package (GTG) for the Blue Dog Project- Unit #1, ("the Project") pursuant to the Purchase Contract No. BD 2 00 dated May 31,2000, between Seller and E-Next Generation LLC (the "Purchaser").

Seller hereby acknowledges and certifies that Purchaser paid Seller (\$19,786,100.00) all sums owing and that it has no further claims against Purchaser, or any subsidiary, affiliate or parent of Purchaser.

Seller further covenants and warrants that the Project is free from all liens and claims for payment by any subcontractor, materialman or employee.

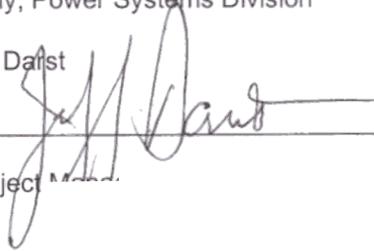
In consideration for such full payment, Seller, on behalf of itself and its predecessors, employees, agents, officers, directors, shareholders, representatives, attorneys, successors, insurers and assigns, subcontractors and on behalf of any other persons claiming by, through or under Seller, does hereby waive, release, and relinquish its rights to and discharge, release and acquit Purchaser, its subsidiaries, affiliates and parent and its employees, agents, officers, directors, shareholders, representatives, attorneys, successors, insurers, assigns and subcontractors, from any and all causes of action, claims, demands, debts, liabilities, expenses or costs of any kind and every character and nature whatsoever, including but not limited to any lien claims or rights, whether known or unknown, contingent or fixed, either in or arising out of the law of contracts, torts or property rights, whether arising under statutory law or common law, at law or in equity, with respect to

the above-referenced property. Furthermore, Seller agrees to Indemnify and hold harmless the Purchaser its subsidiaries, affiliates and parent and all other persons or entities released by Seller above against the full amount of any liability, loss, claim, damage, or expense (including attorneys' fees and any judgment required to be paid) in connection with any of the matters it has released in the event any person should assert against such released person or entity a claim under assignment or title derivative from Seller and in connection with any claims made in connection with or relating to Seller's provision of design, labor, materials, equipment, supplies and/or services on the above-referenced property.

EXECUTED this 25th day of May 2001

GE Company, Power Systems Division

By: Jeff Darst


Project Manager

On this 25th day of May 2001, before me personally came Jeffrey A. Darst to me personally known and known to me to be the same person described in and who executed this Affidavit and Release of Lien, and he acknowledged to me that he is the Project Manager, Power Plant Systems Department, GE Power Systems, and that, in that capacity he was authorized to, and did, execute this Affidavit and Release of Lien.


(Notary Public)

VANITA R. DOWNEY
Notary Public, State of New York
Qualified in Rensselaer County
No. 01DO6027261
Commission Expires June 28, 20 01
Certificate Filed in Schenectady County

