SPECIAL TOWN MEETING

WARRANT

SEPTEMBER 28, 2009

OAKFIELD COMMUNITY CENTER
250 OAKFIELD SMYRNA ROAD

7:00 PM

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WARRANT FOR 2009 SPECIAL TOWN MEETING

To: Melanie Hardy, a resident of the Town of Oakfield

GREETINGS:

In the Name of the State of Maine you are hereby requested to notify the inhabitants of Oakfield, qualified to vote in Town affairs to meet at the Community Center, at the 250 Oakfield Smyrna Road, on Monday, September 28, 2009 at 7:00 p.m. to act on the following articles to wit:

Article 1

To choose a moderator to preside at said meeting.

Article 2

Shall an ordinance entitled "Moratorium Ordinance Regarding Large Scale Commercial Windfarms" be enacted? (Voted by Written Ballot)

Article 3

To see if the Town will vote to authorize the Board of Selectmen to sign a Credit Enhancement Agreement with Evergreen Windpower II, LLC, as on file in the Town Office, relating to the Oakfield Windfarm project. (Voted by Written Ballot)

Selectmen Recommend: Yes

Article 4

To see if the Town will vote to accept the proposed Community Benefit Fund Gift as a tangible benefit pursuant the Maine Department of Environmental Protection permit application filed by Evergreen Windpower II, LLC on April 6, 2009 and in accordance with 30-A MRSA § 5654 (conditional gifts), and to authorize the Board of Selectmen to sign a "Community Benefit Agreement" with Evergreen Windpower II, LLC as on file in the Town Office. (Voted by Written Ballot)

Selectmen Recommend: Yes

Article 5

To see if the Town will vote to authorize the Board of Selectmen to sign the "Road Authorization Document" with Evergreen Windpower II, LLC, as on file in the Town Office, as relating to the Oakfield Windfarm Project.

Selectmen Recommend: Yes

Article 6

To see if the town will vote to expend up to $75,000 dollars and authorize the Board of Selectmen to enter into a lease for the purchase of a new backhoe and to transfer and appropriate $35,000 from Tax Increment Finance Funds to be used in this purchase?

Selectmen Recommend: Yes

Article 7

To see if town will vote to transfer from available funds for the following item:

Department	Reason	Cost
Transfer Station	Hauling Ash, Debris	$19,000

Selectmen Recommend: Yes

Article 8

To see if the Town will vote to accept the revised Maine Shoreland Zoning statute?

Selectmen Recommend: Yes

Given under our hands at Oakfield, Maine, this 18th day of September 2009.

Willis Green

Cathy Briggs

James Sholler

Linnwood Hersey

Dennis Small

Pursuant to the within warrant, I have notified the voters of the Town of Oakfield, Maine qualified as therein expressed, to meet at the time and place and for the purpose therein named, by posting attested copies this day of the within warrant at the Community Center Bulletin Board at the Municipal Office Building, Katahdin Trust Bank, and at the local grocery store the same being conspicuous public places in said Town.

Melanie Hardy
Resident of Oakfield, ME

I attest that this is a true copy,

Dale Morris, Town Clerk

Moratorium Ordinance

Regarding Large Scale Commercial Windfarms

The TOWN OF OAKFIELD (Maine) adopts a Moratorium Ordinance as follows:

WHEREAS, areas of the Town of Oakfield are suddenly under threat of increased development pressure from commercial windfarms (hereinafter "Windfarms"); and

WHEREAS, this development pressure was unanticipated and has not been adequately provided for in the Town's non-existing land-use ordinance; and

WHEREAS, there is a strong likelihood that all areas of the Town will continue to be subjected to this development pressure due to the amount of undeveloped land, the nonexistence of any regulations or restriction on location of windfarms, and the relatively low land prices of some of the land at issue, the existing windfarms and the high demand for sites for such Windfarms; and

WHEREAS, continued development of such Windfarms could pose serious threats to the public health, safety and welfare of the residents of Oakfield through the over-development of parts of Town with such Windfarms without adequate provisions for issues of safety, and land use compatibility, and visual access to view corridors; and

WHEREAS, after public hearing, there is strong support for this Moratorium Ordinance; and

WHEREAS, the Town will need at least 180 days to develop and implement the necessary amendments to zoning and land use ordinances and regulations to accommodate these development pressures; and

WHEREAS, amendments to the Land Use Ordinance require a public hearing by the Planning Board and the Board of Selectmen, and then must be voted upon at a Town Meeting; and

WHEREAS, in the Judgment of the Town, these facts create an emergency within the meaning of 30-A M.R.S.A. 4356 (1)(B) and require the following Moratorium Ordinance as immediately necessary for the preservation of the public health, safety and welfare;

NOW, THEREFORE, the Town of Oakfield hereby ordains that a moratorium is hereby imposed, effective immediately and applicable, to the maximum extent permitted by law and subject to the severability clause below, to all proceedings, applications and petitions not pending (within the meaning of M.R.S.A. Sec. 302) as of July 1, 2009 and on any new construction or use, requiring approval under the terms of the Town's zoning and land use ordinances and regulations for such Town until the effective date of the necessary amendments to the zoning and land use ordinances and regulations or until January 1, 2010;

CREDIT ENHANCEMENT AGREEMENT

between

TOWN OF OAKFIELD, MAINE

and

EVERGREEN WIND POWER II, LLC

DATED: September 28, 2009

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EXHIBITS

Exhibit 1 Copy of Exhibit 1 from Development Program – District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of September 28, 2009, between the Town of Oakfield, Maine (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine, and Evergreen Wind Power II, LLC (the "Developer"), a Delaware limited liability company registered to do business under the laws of the State of Maine, and a wholly owned subsidiary of First Wind Maine Holdings, LLC, which is in turn a wholly owned subsidiary of First Wind Holdings, LLC, both Delaware limited liability companies.

WITNESSETH THAT

WHEREAS, the Town designated the Evergreen Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town at a Town Meeting held on March 23, 2009 (the "Vote") and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and

WHEREAS, the Maine Department of Economic approved the Town's designation of the District and the Development Program on March 31, 2009; and

WHEREAS, at a Town Meeting to be held on September 28, 2009, the voters of the Town will be asked to approve the credit enhancement agreement contemplated by the Development Program with the Developer in the name of and on behalf of the Town; and

WHEREAS, the Town and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

"Agreement" shall mean this Credit Enhancement Agreement between the Town and the Developer dated as of the date set forth above, as such may be amended from time to time.

"Captured Assessed Value – Evergreen Tract" means the amount, stated as a percentage, of the Increased Assessed Value – Evergreen Tract that is retained in the District in each Tax Year during the term of the District, as specified in Section 2.3 hereof.

"Captured Assessed Value – Oakfield Tract" means the amount, stated as a percentage, of Increased Assessed Value – Oakfield Tract that is retained in the District in each Tax Year during the term of the District, as specified in Section 2.3 hereof.

"Commissioner" means the Commissioner of the Department.

"Current Assessed Value – Evergreen Tract" means the then current assessed value of the Evergreen Tract as determined by the Town's Assessor as of April 1 of each Tax Year during the term of this Agreement.

"Current Assessed Value – Oakfield Tract" means the then current assessed value of the Oakfield Tract as determined by the Town's Assessor as of April 1 of each Tax Year during the term of this Agreement.

"Department" means the Maine Department of Economic and Community Development.

"Developer" shall have the meaning given such term in the first paragraph hereto.

"Development Program" shall have the meaning given such term in the recitals hereto.

"Development Program Fund" means the Evergreen Municipal Development and Tax Increment Financing District Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5227(3)(A). The Development Program Fund shall consist of a Sinking Fund Account and a Project Cost Account with two subaccounts: the Town Project Cost Subaccount and the Evergreen Project Cost Subaccount.

"District" shall have the meaning given such term in the first recital hereto.

"Effective Date" means March 31, 2009, the date of approval of the District and the Development Program by the Commissioner pursuant to the Act.

"Evergreen Project Cost Subaccount" means that portion of the Project Cost Account of the Development Program Fund set aside for the Developer as described as the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

"Evergreen Tract" means site of the future wind power project described in the Development Program, which is comprised of approximately 160 acres of real property located within the District identified on Exhibit 1 to the Development Program as "Evergreen Tract" and any future improvements thereto, including any personal property thereon (collectively referred

to as the "Evergreen Tract"), but subject to the provisions of section 8.12 below relating to "Future Project Expansions". A copy of Exhibit 1 is attached hereto for convenience.

"Evergreen Wind Power Project" means the design, planning, development, acquisition, construction, operation, maintenance and upgrades of and to the improvements within the Evergreen Tract in the District, as described in the Development Program. The Evergreen Wind Power Project also includes the design, planning and construction of improvements to that portion of the transmission corridor that is located within the District.

"Evergreen Wind Power Tax Increment Revenues" means that portion of all real and personal property taxes assessed and paid to the Town in any Tax Year, in excess of any state, county or special district tax, upon the Captured Assessed Value – Evergreen Tract.

"Financial Plan" means the financial plan described in the "Financial Plan" Section of the Development Program.

"Fiscal Year" means January 1 to December 31 each year or such other fiscal year as the Town may from time to time establish.

"Increased Assessed Value – Oakfield Tract" means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value – Oakfield Tract for such year exceeds the Original Assessed Value – Oakfield Tract. If the Current Assessed Value – Oakfield Tract is less than or equal to the Original Assessed Value – Oakfield Tract in any given Tax Year, there is no Increased Assessed Value – Oakfield Tract in that year.

"Increased Assessed Value – Evergreen Tract" means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value – Evergreen Tract for such year exceeds the Original Assessed Value – Evergreen Tract. If the Current Assessed Value – Evergreen Tract is less than or equal to the Original Assessed Value – Evergreen Tract in any given Tax Year, there is no Increased Assessed Value – Evergreen Tract in that year.

"Oakfield Tract" means the approximately 86 acres of real property and any improvements thereto or thereon located within the District and identified on Exhibit 1 to the Development Program as "Oakfield Tract."

"Original Assessed Value – Evergreen Tract" means $36,048.00, the taxable assessed value of the Evergreen Tract as of March 31, 2008 [April 1, 2007].

"Original Assessed Value – Oakfield Tract" means $0.00, the taxable assessed value of the Oakfield Tract as of March 31, 2008 [April 1, 2007].

"Project Cost Account" means the project cost account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof.

"Property Tax" means any and all *ad valorem* property taxes levied, charged or assessed against real and personal property located in the District by the Town, or on its behalf.

"Sinking Fund Account" means the development sinking fund account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(2) and Article II hereof.

"State" means the State of Maine.

"Tax Payment Date" means the later of the date(s) on which property taxes levied by the Town are due and payable from owners of property located within the Town, or are actually paid by or on behalf of the Developer to the Town.

"Tax Year" shall have the meaning given such term in 30-A M.R.S.A. §5222(18), as amended, to wit: April 1 to March 31.

"Town" shall have the meaning given such term in the first paragraph hereto.

"Town Project Cost Subaccount" means that portion of the Project Cost Subaccount of the Development Program Fund for the District as defined in the Financial Plan Section of the Development Program and established and maintained according to Article II hereof.

"Town Tax Increment Revenues" means that portion of all real and personal property taxes assessed and paid to the Town in any Tax Year, in excess of any state, county or special district tax, upon the Captured Assessed Value – Oakfield Tract.

Section 1.2. <u>Interpretation and Construction</u>.

In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II
DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date, the Town shall create and establish a segregated fund in the name of the Town designated as the "Evergreen Municipal Development and Tax Increment Financing District Program Fund" (hereinafter the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of: (a) the Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1); and (b) the Sinking Fund Account that is pledged to and charged with the payment of municipal indebtedness as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A § 5227(3)(A)(2). The Project Cost Account shall also contain two subaccounts designated as the "Evergreen Project Cost Subaccount" and the "Town Project Cost Subaccount".

Section 2.2. Liens.

The Town shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Evergreen Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder in and to the amounts on deposit; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing with the Town's 2009 Tax Year and continuing thereafter for the next twenty (20) years to and including the Town's 2028 Tax Year, the Town shall retain in the District one hundred percent (100%) of (i) the Increased Assessed Value – Oakfield Tract as Captured Assessed Value – Oakfield Tract and (ii) the Increased Assessed Value – Evergreen Tract as Captured Assessed Value – Evergreen Tract.

(b) Each year during the term of this Agreement, commencing with the Town's 2010-2011 Tax Year and continuing thereafter for twenty (20) years to and including the Town's 2029-2030 Tax Year, the Town shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Evergreen Wind Power Tax Increment Revenues. The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B). The Town shall allocate Evergreen Wind Power Tax Increment Revenues so deposited in the Development Program Fund between the Evergreen Project Cost Subaccount of the Project Cost Account, and the Town as follows:

Year(s)	Fiscal Year(s)	Evergreen Percentage	Town Percentage
1	2009	87%	13%
2, 3, 4	2010, 2011, 2012	50%	50%
5 through 20	2013 through 2028	63%	37%

Evergreen Wind Power Tax Increment Revenues allocated to the Town will be deposited into the Sinking Fund Account to the extent and in such amounts necessary to finance the costs for improvements undertaken by the Town and financed with municipal indebtedness, and otherwise to the Town Project Cost Subaccount of the Project Cost Account for use by the Town to fund the cost of Town projects as described in the Development Program.

(c) The Town shall retain one hundred percent (100%) of the Town Tax Increment Revenues; the Developer is not entitled to reimbursement of any portion of the Town Tax Increment Revenues. Similarly, notwithstanding anything to contrary contained herein, the Town's obligation to pay the Developer as described in the preceding subsection shall not be diminished or affected in the event that the Increased Assessed Value – Oakfield Tract decreases or becomes zero.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Evergreen Project Cost Subaccount shall in all cases be used and applied to fund fully the Town's payment obligations to Developer described in Articles II and III hereof.

Section 2.5. Monies Held in Segregated Account.

All monies required to be deposited with or paid into the Evergreen Project Cost Subaccount under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the Town for the benefit of the Developer.

ARTICLE III
PAYMENT OBLIGATIONS

Section 3.1. Developer Payments.

(a) The Town agrees to pay Developer, within thirty (30) days following each Tax Payment Date, all amounts then on deposit in the Evergreen Project Cost Subaccount.

(b) If, with respect to any Tax Payment Date, any portion of the property taxes assessed against the Evergreen Tract remain unpaid, because of a valuation dispute or otherwise, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value – Evergreen Tract; and second, shall constitute payment of Property Taxes with respect to Increased Assessed Value – Evergreen Tract, to be applied first to payment in full of the applicable Town percent share of the Evergreen Wind Power Tax Increment Revenues for the year concerned and deposited into the Sinking Fund and/or the Town Project Cost Subaccount in accordance with Article II hereof; and third, to the extent of funds remaining, to payment of the Developer's share of the Evergreen Wind Power Tax Increment Revenues for the year concerned, to be deposited into the Evergreen Project Cost Subaccount.

Section 3.2. Failure to Make Payment.

(a) In the event the Town should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Evergreen Project Cost Subaccount is insufficient to reimburse the Developer for the full amount due to the Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit Evergreen Wind Power Tax Increment Revenues to the Evergreen Project Cost Subaccount and its obligation to make payment out of the Evergreen Project Cost Subaccount to the Developer.

(b) Any payment from the Town to the Developer not paid within thirty (30) days following the applicable Tax Payment Date as specified in Section 3.1 above shall be subject to payment of interest by the Town at the same rate applicable to refunds of abated property taxes. The provision in this section 3.2(b) of an interest rate on late payments by the Town shall not limit Developer's right under section 5.2 below to collect or require immediate payment of past due Town payments.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove for the Developer's own use and benefit by check drawn on the Town.

Section 3.4. Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the Obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the Town shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from Evergreen Wind Power Tax Increment Revenues pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Evergreen Wind Power Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Evergreen Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the Town's obligation to levy property taxes upon the Evergreen Wind Power Project and the pledge of the Evergreen Wind Power Tax Increment Revenues established under this Agreement.

ARTICLE IV
PLEDGE

Section 4.1. Pledge of Evergreen Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby pledge to the Developer the Evergreen Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein.

Section 4.2. Perfection of Interest.

(a) To the extent deemed necessary or desirable by the Developer, the Town will at such time and from time to time as requested by Developer establish the Evergreen Project Cost

Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund shall be borne exclusively by the Developer. In the event such a fund is established under the control of a trustee or fiduciary the Town shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the Town's responsibility shall be limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by the Developer. The Town shall have no liability for payment over of the funds concerned to the Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of the Developer's designated escrow agent, trustee or other fiduciary, the Town shall have no liability for mis-delivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the Town.

Section 4.3. Further Instruments.

The Town shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the Town.

Section 4.4. No Disposition of Evergreen Project Cost Subaccount.

Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Evergreen Project Cost Subaccount and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of the Town relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Evergreen Project Cost Subaccount shall at all reasonable times be open to inspection by the Developer, its agents and employees.

ARTICLE V
DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

(a) Any failure by the Town to pay any amounts due to Developer when the same shall become due and payable;

(b) Any failure by the Town to make deposits into the Evergreen Project Cost Subaccount as and when due;

(c) Any failure by the Town or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Town's affairs shall have been entered against the Town or the Town shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Town or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Town or the failure by the Town to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Town.

Section 5.2. Remedies on Default.

Whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder.

Section 5.3. Remedies Cumulative.

Subject to the provisions of section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of

Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.4. Agreement to Pay Attorneys' Fees and Expenses.

Subject to the provisions of section 8.13 below concerning dispute resolution and the Commercial Arbitration Rules of the American Arbitration Association,, in the event the Town or the Developer should default under any of the provisions of this Agreement, and the nondefaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Town or the Developer herein contained, the defaulting party shall, on demand therefor, pay to the nondefaulting party the reasonable fees of such attorneys and such other reasonable costs and expenses so incurred by the non-defaulting party.

ARTICLE VI
EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

This Agreement shall remain in full force from the Effective Date hereof and shall expire upon the sooner of December 31, 2028 or the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the Town hereunder unless sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII
ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge and/or Assignment.

The Town hereby acknowledges that the Developer may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Evergreen Wind Power Project, although no obligation is hereby imposed on the Developer

to make such assignment or pledge. Recognizing this possibility, the Town does hereby consent and agree to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for financing the Development Program, on one or more occasions during the term hereof. The Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The Town agrees to execute and deliver any other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as the Developer or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein.

Section 7.2. Pledge, Assignment or Security Interest.

Except as provided in Section 7.1 hereof, and except for the purpose of securing financing for the Evergreen Wind Power Project or for an assignment to a successor entity or an affiliate entity, the Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the consent of the Town, which consent shall not be unreasonably withheld.

ARTICLE VIII
MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the Town or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this

Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the Town.

No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual capacity, and neither the individual members of the Town Council of the Town nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the Town or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:
Town Manager
Oakfield Town Office
P.O. Box 10
Oakfield, ME 04763

With a copy to:
Eaton Peabody
80 Exchange Street
P.O. Box 1210
Bangor, ME 04402-1210
Attn: Erik Stumpfel, Esq.

If to the Developer:
Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
85 Wells Avenue, Suite 305

Newton, MA 02459
Attn: Evelyn Lim, Esq.

With a copy to:
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029
Attn: Joan M. Fortin, Esq.

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Net Agreement.

Subject only to the provisions of Sections 3.1, 3.5 and 5.2 hereof, this Agreement shall be deemed and construed to be a "net agreement," and the Town shall pay absolutely net during the term hereof all payments required hereunder.

Section 8.10. Benefit of Assignees or Pledgees.

The Town agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for the Evergreen Wind Power Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Future Project Expansions.

This Agreement is expressly limited to the 34-turbine Evergreen Wind Power Project, as that term is defined in this Agreement, described in the Development Program, and as shown as the Evergreen North and Evergreen South Tracts on Exhibit 1 to the Development Program

approved by the Town on March 9, 2009. A copy of Exhibit 1 is attached hereto for convenience. Property taxes paid on any taxable value resulting from future physical expansions to the Evergreen Wind Power Project (e.g., additional turbines or an amendment of the District boundaries) shall not be eligible for reimbursement to the Developer as otherwise set forth in Articles II and III of this Agreement, unless both parties agree in writing to an amendment of this Agreement to include such new additional property tax value.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator in an arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Augusta, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the Town and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The Town and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

IN WITNESS WHEREOF, the Town and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

[SIGNATURE PAGE FOLLOWS]

WITNESS:

TOWN OF OAKFIELD

_____

By:_____
Name:
Town Selectman

_____

By:_____
Name:
Town Selectman

_____

By:_____
Name:
Town Selectman

_____

By:_____
Name:
Town Selectman

_____

By:_____
Name:
Town Selectman

EVERGREEN WIND POWER II, LLC

_____

By:_____
Manager

Community Benefit Agreement

This COMMUNITY BENEFIT AGREEMENT (the "Agreement") is made this ___day of _____, 2009 by and between the Town of Oakfield, Maine, a body corporate and politic in the State Maine ("Town") with a mailing address of P.O. Box 10, Oakfield, Maine 04763, and Evergreen Wind Power II, LLC, a Delaware limited liability company qualified to do business in Maine ("First Wind") with an address at c/o First Wind Energy, LLC, 85 Wells Avenue, Newton, Massachusetts 02459. Town and First Wind are referred to herein each as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, First Wind is seeking the requisite local, state and federal permits, licenses and approvals (collectively, "Permits") to construct an approximately fifty one (51) megawatt ("MW"), 34 turbine wind energy project (the "Project"), to be located in the Town;

WHEREAS, approval of the Site Location of Development Act permit for the Project by the Maine Department of Environmental Protection ("DEP") requires, among other approval standards, that the Project provide "tangible benefits" to the Town of Oakfield;

WHEREAS, "tangible benefits" as defined by the DEP may include local property tax relief;

WHEREAS, First Wind has determined it to be appropriate, and has voluntarily agreed, to provide an Annual Contribution (as hereinafter defined) to the Town for a term of years described herein, in partial satisfaction of the "tangible benefits" requirement for Site Location of Development Act approval;

WHEREAS, the Town has agreed that it will use the Annual Contribution to provide local property tax relief as described below and further to provide services or facilities that will contribute to the general well-being of the Town;

WHEREAS, the Parties agree and acknowledge that the Annual Contribution shall not influence or have any bearing whatsoever on the Town's review of any application of First Wind for any Permit or any other decision the Town may have occasion to make relative to the Project.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Community Benefit Annual Contribution; Timing of Payments; Obligation

(a) First Payment: One hundred and eighty (180) days following the date on which construction of the wind energy facility commences, First Wind shall pay the Town the sum of Two Hundred Fifty Five Thousand Dollars ($255,000.00) as an initial payment of the Annual Contribution.

(b) Payments 2-20: First Wind shall make subsequent Annual Contribution payments to the Town in an amount equal to Five Thousand Dollars ($5,000.00) per MW of actual installed capacity of the Project covered by the Maine Department of Environmental Protection permit application filed on April 8, 2009. Payment 2 will be made on the date the Project reaches Commercial Operation, as defined below. Payments 3-20 will be made annually thereafter, on the anniversary of the Commercial Operation date.

The date of Commercial Operation shall mean the date certain set forth in a notice to the transmission owner and the system operator in accordance with and pursuant to the interconnection agreement. First Wind shall provide to the Town a copy of such written notice, when received by First Wind.

Upon notice to the Town of the date of Commercial Operation, the remaining contributions 2 through 20 are automatically obligated to the Town.

At the end of each year, the annual payment amount of the Annual Contribution shall be adjusted to reflect increases in the Consumer Price Index – Seasonally Adjusted U.S. City Average For All Items For All Urban Consumers, "CPI-U" of the Bureau of Labor Statistics of the United States Department of Labor, using 2009 as the base year.

2. Use of Annual Contribution; Reporting Requirements

(a) Local Property Tax Relief. As a condition of the Town's receipt of the Annual Contribution under this Agreement, the Town agrees to use 90% of the Annual Contribution to provide local property tax relief to residents of the Town of Oakfield as follows: In each year that this Agreement remains in effect, the town shall distribute 90% of the Annual Contribution amount received for that year equally among all permanent residents of the Town of Oakfield who have qualified for a Maine Resident Homestead Property Tax Exemption under Title 36 MRSA sec. 681 et seq. for the tax year concerned, with respect to a principal residence located in Oakfield. Distribution shall be made by the Town within 90 days of the Town's receipt of the Annual Contribution payment for that year.

Provided, however, that in the event any resident of the Town of Oakfield who is otherwise eligible to receive a distribution from the Annual Contribution has undischarged property tax liens recorded against that resident's homestead property, the Town may apply that resident's distribution share against unpaid taxes and lien charges due on that resident's homestead property, in the manner provided in 36 MRSA § 905.

(b) Other Town Services and Facilities. The Town may use the remaining 10% of each year's Annual Contribution payment amount not required to be distributed under paragraph 2(a) above, in the Town's sole discretion, to provide services or facilities that will contribute to the general well-being of the Town and its citizens. On December 31 of each year for the term of this Agreement, the Town shall provide a written report to First Wind summarizing the services and facilities for which Annual Contribution funds were used.

In the event that use of the Annual Contribution by the Town for Local Property Tax Relief as described in subsection (a) above is declared by a court of competent jurisdiction to constitute an improper or unauthorized expenditure of Town funds, the full amount of the Annual Contribution shall be used by the Town for Other Town Services and Facilities as described in subsection (b) above.

3. Term; Assignments and Transfers

This Agreement shall terminate on the earliest to occur of (i) the date the Town has received twenty (20) Annual Contribution payments or (ii) the date that First Wind gives notice to the Town of First Wind's intent to decommission the Project (the "Decommissioning Notice"). Notwithstanding the foregoing, if First Wind has not completed the decommissioning of the Project within twelve (12) months of delivery of the Decommissioning Notice, then First Wind shall pay to the Town fifty percent (50%) of the last applicable Annual Contribution payment on the January 31 immediately following the end of such 12 month period, and on each succeeding January 31 until the date that First Wind has given notice to the Town that it has complied with the requirements of the Natural Resource Protection Act and Site Location of Development permit issued by the Maine Department of Environmental Protection.

Prior to any sale or transfer of the Project or of a controlling interest in the Project, First Wind, shall take all necessary steps to assure that its obligations under this Agreement are assumed by, binding upon and enforceable against any successors, assigns, transferees or purchasers of First Wind or of the Project. Unless expressly released by the Town in writing, First Wind shall remain obligated to the Town for payment of all amounts to be paid to the Town under this Agreement, if not paid in full by such successors, assigns, transferees or purchasers when due.

4. First Wind Representations and Warranties.

First Wind makes the following representations and warranties as the basis for the undertakings on its part herein contained:

a. First Wind is a limited liability company organized under the laws of the State of Delaware and is qualified to do business in the State of Maine.

b. First Wind has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. First Wind is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of First Wind, enforceable in accordance with its terms.

5. Town Representations and Warranties.

The Town makes the following representations and warranties as the basis for the undertakings on its part herein contained:

a. The Town validly exists as a political subdivision in good standing under the laws of the State of Maine

b. The Town has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Town has duly authorized the execution and delivery of this Agreement and the Town's performance of all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of the Town, enforceable in accordance with its terms.

c. First Wind's payments under this Agreement shall not influence or have any bearing whatsoever upon the Town's determination with respect to any application for any Permit or other request for a decision from the Town made by First Wind.

6. Entire Agreement

The entire Agreement between the parties with respect to the subject matter hereunder is contained in the Agreement. There are no other understandings, representations or agreements not incorporated herein. This Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms except as such enforceability may be affected by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors rights generally and the application of general principles of equity.

7. Modification

No waiver, alteration or modification of any of the provisions of this Agreement shall be enforced unless in writing and signed by both parties to this Agreement.

8. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine, without regard to the conflict of laws provisions in such state.

9. Notices

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the parties at their respective addresses shown below or at such other address as any party may specify by written notice to the other party, or (iii) when delivered by facsimile transmission to the parties at the facsimile numbers listed below:

If to First Wind:

Evergreen Wind Power II, LLC
c/o First Wind Energy, LLC
85 Wells Avenue
Suite 305
Newton, MA 02459
Attention: Secretary
Facsimile: (617) 964-3342

If to the Town:

Town Manager
Oakfield Town Office
P.O. Box 10
Oakfield ME 04763
Facsimile: (207) 757-8511

Either party may change the name(s) and or address(es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

10. Miscellaneous

a. Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

b. Severability. In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

c. Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

d. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

12. Indemnification. As a further condition of this Agreement, the Town agrees to indemnify First Wind for any legal expenses incurred by First Wind as a result of legal challenges by any person to the validity or administration of this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed effective on the date indicated above.

TOWN OF OAKFIELD

By:
Its:

Evergreen Wind Power II, LLC

By:
Its:

Road Repair Authorization
and License Agreement

This Road Repair Authorization and License Agreement ("Agreement") is made by and between the **Town of Oakfield** (the "Town") and **Evergreen Wind Power II, LLC**, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 85 Wells Ave., Suite 305, Newton, Massachusetts 02459 ("Evergreen").

1. WORK; PERFORMANCE STANDARDS. Evergreen is hereby authorized and licensed to perform repairs and improvements to the following Town roads, in anticipation of Evergreen's proposed use of the roads concerned for the movement of cranes, component delivery vehicles and/or other heavy equipment and other activities related to the construction and operation of Evergreen's proposed commercial wind farm project in the Town of Oakfield (the "Project"): Thompson Settlement Road; Nelson Road; South Oakfield Road; Brown Road; and Spaulding Lake Road. Such repairs and improvements (the "Work") shall be made only to the sections of said roads shown on the attached Schedule A, and shall be completed by Evergreen within twelve (12) months after completion by Evergreen of final construction of its Project. All Work shall be performed by Evergreen in compliance with customary engineering practices, applicable State laws, and the construction and traffic standards under the Town's ordinances specified on the attached Schedule B.

2. LEGAL STATUS. Evergreen and its agents and employees, during the performance of the Work, shall act in an independent capacity as licensees only, and not as officers, employees, agents or contractors of the Town.

3. BILLS AND CLAIMS. Evergreen shall be solely responsible for timely payment of all bills for labor, material, equipment and fuel and other items which are incurred in the performance of the Work. The Town will not be responsible for such bills.

4. INSURANCE. Evergreen or its agents performing the Work shall obtain and maintain in force commercial general liability insurance with limits not less than $400,000 for personal injury, death and property damage claims which may arise in connection with the Work. The Town shall be named as an additional insured on all such policies of insurance, with not less than thirty (30) days prior notice of cancellation (to the extent such advance notice is reasonable obtainable from Evergreen's liability insurer). Evergreen shall provide a certificate evidencing the required insurance coverage to the Town prior to commencement of any portion of the Work.

5. INDEMNIFICATION. Evergreen shall defend, indemnify and hold the Town harmless from any claim, judgment, loss or expense (including the Town's reasonable attorney's fees) for death, injury, property damage or other loss to any person which may result from the performance of the Work to the extent such

claim, judgment, loss or expense does not arise due to the negligence of the Town. Claims for which the Town shall be indemnified under this paragraph include, without limitation, "street defect" claims under 23 MRSA § 3651 (subject to the Town's issuing required temporary road closing orders in accordance with Paragraph 8 below), claims for damage to private water supplies under 23 MRSA § 3659, as amended, and the payment claims of any person providing goods, services or labor to Evergreen in connection with the Work. Evergreen's defense and indemnification obligations under this paragraph shall survive only until the date that is twenty five (25) months after completion of the Work. If the Town intends to seek indemnification pursuant to this paragraph from Evergreen with respect to any claim, the Town shall give Evergreen notice of such claim within fifteen (15) days of the commencement of, or actual knowledge of, such claim, describing the claim in reasonable detail. Such notice shall be a condition precedent to any liability of Evergreen under the provisions for indemnification contained herein. Neither party shall settle any claim which is the subject of this paragraph without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

6. PRE-CONSTRUCTION AND POST-CONSTRUCTION REPORTS. Prior to commencement of construction of the Project, Evergreen shall obtain and deliver to the Town a pre-construction road condition report on the road sections identified on the attached Schedule A (the "Pre-Construction Report"), prepared by a reputable engineering firm at Evergreen's expense. Within twelve (12) months after completion by Evergreen of final construction of the Project, Evergreen shall obtain and deliver to the Town a post-construction road condition report on the same road sections, also prepared by a reputable engineering firm at Evergreen's expense.

7. SUPERVISION AND CONTROL. The Town's road commissioner has the right, but not the obligation, to inspect the Work performed on any of the Town road sections identified on the attached Schedule A, and notify Evergreen of any problems. The road commissioner may order that the Work performed on any such Town road sections be done to a condition at least equivalent to that shown on the Pre-Construction Report and in a satisfactory manner, as reasonably determined by the road commissioner. Evergreen shall perform all corrections that may be necessary for this purpose, at Evergreen's sole cost and expense. In the event the parties shall not agree upon the necessary corrective work to be performed by Evergreen, the parties shall choose and commission a reputable engineering firm to determine the work necessary to satisfactorily restore affected road sections to a condition substantially equivalent to that shown on the Pre-Construction Report, at Evergreen's expense.

8. ROAD CLOSINGS. Evergreen shall coordinate the timing of all construction activity with the Town's road commissioner, sufficiently in advance of the portion of the Work concerned to allow reasonable advance notice to residents of Oakfield and the traveling public. The Town road commissioner shall issue

required temporary road closing orders that may be necessary in connection with the Work.

9. PROJECT PERMITS. Evergreen shall be solely responsible for applying for and obtaining all Town permits specified on Schedule B, and all State permits that may be required in connection with the Work. Evergreen shall be solely responsible for payment of all permit fees and other costs associated with such permits. Promptly upon application by Evergreen, the Town shall issue to Evergreen the Town permits specified on Schedule B.

10. EXISTING UTILITIES; PRIVATE ENTRANCES. Evergreen shall be solely responsible for the protection and temporary and permanent relocation (if necessary) of existing public and private utility fixtures and services now located within or adjacent to the roads and road segments listed in Schedule A, at Evergreen's sole cost and expense. Evergreen shall coordinate and obtain required location permits as necessary for this purpose. Evergreen shall be responsible for maintaining and/or re-establishing existing private entrances to the roads and road segments listed in Schedule A, within the limits of the Town's rights-of-way, during and following completion of the Work, at Evergreen's sole cost and expense.

11. PROTECTION OF PRIVATE PROPERTY. Nothing in this Agreement shall deemed to grant to Evergreen any right, license, privilege or easement to use, occupy, appropriate or take any land, soil, sand, gravel, timber or other materials for the purpose of prosecuting the Work. The license granted by this Agreement shall at all times be strictly confined to the public rights-of-way of the Town of Oakfield, with respect only to the roads and road segments listed in Schedule A.

12. PERSONAL LICENSE. The license granted by this Agreement is personal to Evergreen, for use by Evergreen and its agents. As such, this Agreement may not be assigned or transferred without the express prior written consent of the Oakfield Board of Selectmen, in their sole discretion.

13. NOTICE AND CONTACT. The following persons shall be available and authorized to accept notices (written or oral), calls and orders:

For Evergreen:

Chris Fullarton (Project Manager)
Phone: 207-653-9325
Emergency Phone: 207-541-1940

For the Town:

_____
Phone:_____
Emergency Phone:_____

14. AMENDMENT, SEVERABILITY, JURISDICTION. This Agreement can be amended only by written consent of the Town and Evergreen. If any part of this Agreement is declared by a court to be void or unenforceable, the rest of the Agreement shall continue to be valid and effective.

15. APPLICABLE LAW. This Agreement is made under and shall be construed in accordance with the laws of the State of Maine.

16. BREACH AND TERMINATION. Upon any breach by Evergreen of its obligations under this Agreement, the Town, by its road commissioner, Town manager or Board of Selectmen, may give written notice of the breach to Evergreen at the address for notices stated above. In the event the breach has not been corrected to the Town's reasonable satisfaction within thirty (30) days after the date of the notice, or within such other reasonable period as may be necessary in the event the foregoing thirty (30) day period is not sufficient, the Town may revoke this Agreement and declare the license granted herein to be void. Failure by the Town to give notice or to assert its rights under this paragraph with respect to any particular breach shall not be deemed to waive the Town's rights hereunder with respect to any subsequent breach by Evergreen of the same or a different obligation hereunder.

In witness whereof, the parties or their duly authorized agents execute this instrument on this _____ day of _____, 2009.

Witness:	TOWN OF OAKFIELD
_____	By:_____ Print:_____ Its Selectman
_____	By:_____ Print:_____ Its Selectman
_____	By:_____ Print:_____ Its Selectman
_____	By:_____ Print:_____ Its Selectman
_____	By:_____ Print:_____ Its Selectman

Seen And Agreed To:

Witness:

EVERGREEN WIND POWER II, LLC

_____

By:_____
Print: Evelyn Lim
Its: Secretary

Schedule A

Plan showing applicable sections of following roads:

- Thompson Settlement Road;
- Nelson Road;
- South Oakfield Road;
- Brown Road;
- Ridge Road; and
- Spaulding Lake Road

Schedule B

Applicable Town construction and traffic standards:

None

Necessary Town permits:

None