

**2011 Community Benefit Agreement**

This AMENDED AND RESTATED COMMUNITY BENEFIT AGREEMENT (the “Agreement”) was initially made the 1<sup>st</sup> day of February, 2010 and amended and restated this 21<sup>ST</sup> day of November, 2011 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 Windpower 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, 179 Lincoln Street, Suite 500, Boston, MA 02111. Town and First Wind are referred to herein each as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, First Wind was originally 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, First Wind has changed the configuration for the Project to include approximately 120 MW and approximately 40 turbines 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 Six Hundred Thousand Dollars (\$600,000.00) as an initial payment of the Annual Contribution. For the purpose of this section, the mere clearing of trees shall not be deemed the commencement of construction.

(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 amended permit application filed on June 10, 2011. 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 issued 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.

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 M.R.S.A. § 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 M.R.S.A. § 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.

(c) 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) Contributions; 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 Contribution 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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 Windpower II, LLC  
c/o First Wind Energy, LLC  
179 Lincoln Street  
Suite 500  
Boston, MA 02111  
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.

(h) 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**

**EVERGREEN WINDPOWER II, LLC**  
a Delaware limited liability company

By: **Maine Wind Holdings, LLC,**  
Its: Member

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By: **Cathy Briggs**  
Its: Town Selectman

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By: Arthur J. Snell, Assistant Secretary

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By: **Linwood Hersey**  
Its: Town Selectman

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By: **Dennis Small**  
Its: Town Selectman

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By: **Willis Green**  
Its: Town Selectman

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By: **Jim Sholler**  
Its: Town Selectman