

## **TANGIBLE BENEFIT AGREEMENT**

This TANGIBLE BENEFIT AGREEMENT (the "Agreement") is made this 18 day of December, 2014 by and between the Airline Riders, a Maine, non-profit corporation ("Airline Riders"), with a mailing address of 3752 Airline Road, Beddington, ME 04622, and Weaver Wind, 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, Massachusetts 02111. Airline Riders 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 a commercial grid-scale wind energy project (the "Project"), to be located in the Town of Eastbrook, Hancock County, Maine and the unorganized territory of Hancock County;

WHEREAS, pursuant to 35-A M.R.S.A. Section 3451 et seq. (the "Maine Statute"), approval of the expedited wind energy development permit for the Project by the Maine Department of Environmental Protection ("DEP") requires, among other approval standards, that the Project provide "tangible benefits" associated with or resulting from the Project;

WHEREAS, "tangible benefits" as defined by the Maine Statute means environmental or economic improvements or benefits to Maine residents;

WHEREAS, First Wind has determined it to be appropriate, and has voluntarily agreed, to provide an Annual Donation (as hereinafter defined) to the Airline Riders for a term of years described herein, in partial satisfaction of the "tangible benefits" requirement under the Maine Statute;

WHEREAS, the Airline Riders has agreed that it will use each Annual Donation to further land or natural resource conservation in the State of Maine;

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. Annual Donations; Timing of Payments**

(a) *Annual Donation Payments:* First Wind shall make Twenty (20) annual payments to Airline Riders in an amount equal to Ten Thousand Dollars (\$10,000) (each an "Annual Donation" and collectively the "Annual Donations"). Payment 1 will be made within one hundred and eight (180) days of the date the Project reaches Commercial Operation (as defined below). Payments 2-20 will be made annually thereafter, on the anniversary of the Commercial Operation date. Notwithstanding anything to the contrary herein, First Wind's obligations hereunder, including but not

limited to the obligation to make the Annual Donations, are conditioned upon (i) the approval of the DEP permit application for the Project, filed on or about, December 22, 2014, (ii) the achievement of Commercial Operation and (iii) the satisfaction of the conditions described in Section 2(a) hereof.

(b) *Commercial Operation*: The date of Commercial Operation shall mean the date certain set forth in a notice from First Wind to the transmission owner and the system operator in accordance with and pursuant to the interconnection agreement for the Project notifying such persons that the Project shall have achieved commercial operations ("Commercial Operation"). First Wind shall provide to Airline Riders a copy of such written notice after it is issued by First Wind.

## 2. Use of Annual Contribution; Reporting Requirements

(a) First Wind's obligation to make, and Airline Riders' entitlement to receive, the Annual Donations under this Agreement shall be conditioned upon Airline Riders' use of the full amount of each Annual Donation to maintain trails, repair trail bridges and perform stormwater management activities for which Airline Riders is responsible, all of which are to occur exclusively within the State of Maine (the "Approved Uses").

(b) Upon request by First Wind, Airline Riders shall provide First Wind with evidence that the full amount of each Annual Donation has been used on Approved Uses.

## 3. Term; Assignments and Transfers

(a) This Agreement shall terminate on the earliest to occur of (i) the date Airline Riders has received twenty (20) Annual Donations, (ii) the date that First Wind gives notice to Airline Riders of First Wind's intent to decommission the Project (the "Decommissioning Notice"), (iii) the date Airline Riders ceases to exist as an entity, (iv) the date Airline Riders cannot find sufficient Approved Uses for an Annual Donation pursuant to this Agreement or fails to satisfy the condition set forth in Section 2(a) hereof and (v) the date Airline Riders fails to fulfill its obligation with respect to Section 2(b) hereof.

(b) Prior to any sale of all or substantially all of the assets of the Project, First Wind, shall take all necessary steps to assure that its obligations under this Agreement are assumed by any purchasers of the Project.

## 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 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.

5. Airline Riders Representations and Warranties.

Airline Riders make the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) Airline Riders validly exists as a non-profit corporation in good standing under the laws of the State of Maine.
- (b) Airline Riders has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. Airline Riders has duly authorized the execution and delivery of this Agreement and Airline Riders 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 Airline Riders, 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.

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. .

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:

Weaver Wind, LLC  
c/o First Wind Energy, LLC  
179 Lincoln Street, Suite 500  
Boston, MA 02111  
Attention: Secretary  
Facsimile: (617) 964-3342

With a copy to:  
Kelly Boden, Esq.  
Verrill Dana LLP  
One Portland Square  
Portland, ME 04112-0586

If to Airline Riders:

Frank and MaryAnn Janusz  
3752 Airline Road  
Beddington, ME 04622

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

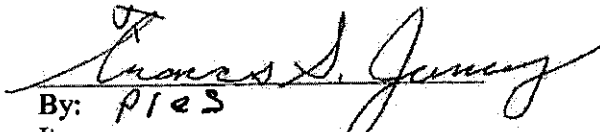
- (a) Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith,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

*Signatures on the following page.*

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

**AIRLINE RIDERS**

  
By: PIES  
Its:  
FRANCIS S JANUSZ

**WEAVER WIND, LLC**  
By Maine Wind Holdings, LLC, its  
member

  
By: Imraan Mir  
Its: Assistant Secretary