

## COMMUNITY BENEFIT AGREEMENT

This COMMUNITY BENEFIT AGREEMENT (the "Agreement") is made this 5<sup>th</sup> day of October, 2015 by and between the Town of Eastbrook, Maine, a body corporate and politic in the State Maine (the "Town") with a mailing address of 959 Eastbrook Road, Eastbrook, Maine, and Weaver Wind, LLC (the "Company"), a Delaware limited liability company qualified to do business in Maine. The Town and the Company are referred to herein each as "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, the Company is seeking the requisite local, state and federal permits, licenses and approvals (collectively, the "Permits") to construct a commercial grid-scale wind energy project (the "Project"), to be located in the Town of Eastbrook and the Town of Osborn, Maine;

WHEREAS, pursuant to 35-A M.R.S. § 3451 *et seq.* (the "Maine Statute"), approval of the expedited wind energy development permit for the Project by the Maine Department of Environmental Protection (the "DEP") requires, among other approval standards, that the Project provide significant "tangible benefits" to the area in which the Project will be located in the form of a community benefits package;

WHEREAS, "tangible benefits" as defined by the Maine Statute, may include a community benefit agreement between the Town and the Company that provides for payments to the Town to be utilized for public purposes, including, but not limited to, for property tax reductions, economic development projects, land and natural resource conservation, tourism promotion or reduction of energy costs;

WHEREAS, the Company 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, such Annual Contribution to fit the meaning of "tangible benefits" under the Maine Statute;

WHEREAS, the Town has agreed that it will use the Annual Contribution to provide services or facilities that will contribute to the general well-being of the Town; and

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 the Company 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) Annual Contribution Payments: The Company shall make Twenty (20) annual payments (each an "Annual Contribution" and collectively, the "Annual Contributions") to the Town in an amount equal to Five Thousand Six Hundred and Eighty Two Dollars (\$5,682) per megawatt of actual installed generating capacity of the Project located within the Town of Eastbrook and specifically located within the "Company Tract" of the Town of Eastbrook Weaver Wind Power Municipal Development and Tax Increment Financing District. Payment 1 will be made on the date one hundred eighty (180) days following 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 contained herein, the Company's obligations hereunder, including but not limited to the obligation to make the Annual Contributions, are conditioned on the Company receiving a DEP permit authorizing the Company to build and operate the Project.

(b) Commercial Operation: For the purposes of this Agreement, "Commercial Operation" shall mean the date certain set forth in a notice to Bangor Hydro Electric Company and/or its successor or assign, the transmission owner, and ISO New England Inc. and/or its successor or assign, the system operator, in accordance with and pursuant to an interconnection agreement to be executed by and among the Company and such parties. The Company shall provide to the Town a copy of such written notice, upon issuance by the Company.

(c) Obligation: Upon notice to the Town of the date of Commercial Operation, the Company becomes automatically obligated to the Town for contributions 1 through 20 as described herein.

2. Use of Annual Contribution

(a) As a condition of the Town's receipt of the Annual Contributions under this Agreement, the Town agrees to use each Annual Contribution for public purposes, including, but not limited to, for property tax reductions, economic development projects, land and natural resource conservation, tourism promotion or reduction of energy costs (the "Approved Uses").

(b) In the event that any use of the Annual Contributions by the Town, as described in subsection (a) above or otherwise, is declared by a court of competent jurisdiction to constitute an improper or unauthorized expenditure of Town funds under the Maine Statute or otherwise, the full amount of the Annual Contributions shall be used by the Town in accordance with such court order or other applicable laws or regulations then in place.

3. Term; Assignments and Transfers

(a) This Agreement shall terminate on the earliest to occur of (i) the date the Town has received each of the twenty (20) contributions comprising the Annual Contribution or (ii) the date that the Company gives notice to the Town of the Company's intent to decommission the Project (the "Decommissioning Notice"). Notwithstanding the foregoing, if the Company has not completed the decommissioning of the Project within twelve (12) months of delivery of the Decommissioning Notice, then the Company shall pay to the Town an amount equal to fifty percent (50%) of the last applicable Annual Contribution on the January 31 immediately following the end of such 12 month period, and on each succeeding January 31 until the date that the Company 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 DEP relating to decommissioning of the Project.

(b) Prior to any sale or transfer of the Project or of a controlling interest in the Project, the Company 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 the Company or of the Project. Unless expressly released by the Town in writing, the Company 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. Company Representations and Warranties

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

(a) The Company 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) The Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Company 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 the Company, 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) The Company's payments to the Town 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 the Company.

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 the Company:

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

If to the Town:

Town Clerk  
Eastbrook Town Offices  
959 Eastbrook Road  
Eastbrook, Maine 04634

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.

11. Indemnification

As a further condition of this Agreement, the Town agrees to indemnify the Company for any legal expenses incurred by the Company as a result of legal challenges by any person other than the Company or the Company's successors or assigns 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 EASTBROOK**

**WEAVER WIND, LLC**

By: Maine Wind Holdings, LLC, its member

By: Julie A. Curtis  
Name: Julie A. Curtis  
Town Selectman

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Manager

By: Richard Palmer  
Name: Richard Palmer  
Town Selectman

By: Larry Hardison  
Name: Larry Hardison  
Town Selectman