

COMMUNITY BENEFIT AGREEMENT

2nd This COMMUNITY BENEFIT AGREEMENT (the "Agreement") is made this day of May, 2015 by and between the Town of Osborn, Maine, a body corporate and politic in the State Maine (the "Town") with a mailing address of P.O. Box 59, Aurora ME 04408, and Weaver Wind, LLC, a Delaware limited liability company qualified to do business in Maine ("SunEdison") with an address at c/o SunEdison Utility Holdings, Inc., 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111. Town and SunEdison are referred to herein each as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, SunEdison 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 Osborn, and the Town of Eastbrook, both in 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 may include a community benefits package which may be satisfied, among other things, by a community benefit agreement between the Town and SunEdison that provides for payments to the Town as a "host community," as defined by the Maine Statute (by virtue of locating certain of the generating facilities within 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, SunEdison 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 under the Maine Statute;

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 SunEdison 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) One-Time Payment: SunEdison shall make a one-time payment of Two Hundred Fifty Thousand Dollars (\$250,000.00) to the Town ("One-Time Payment"). The One-Time Payment shall be made within one hundred and eighty (180) days following the date the Project reaches Commercial Operation, as defined below, and shall be used by the Town for municipal services or infrastructure to advance public safety.

(b) Energy Conservation Fund: SunEdison shall make a one-time payment of Five Hundred Thousand Dollars (\$500,000.00) to establish an energy conservation fund ("Energy Conservation Fund") that will provide financial assistance to Town property owners to pursue energy reduction or energy efficiency projects. SunEdison shall fund the Energy Conservation Fund within one hundred and eighty (180) days following the date the Project reaches Commercial Operation. The Energy Conservation Fund shall be administered by the Town's Board of Selectmen as set forth in Appendix A attached hereto and incorporated in its entirety in the Agreement.

(c) Annual Contribution Payments: SunEdison shall make Twenty (20) payments (each an "Annual Contribution" and collectively, the "Annual Contributions") to the Town in an amount equal to One Thousand Two Hundred Twelve Dollars (\$1,212.00) per Megawatt ("MW") of actual installed nameplate generating capacity of that portion of the Project located in the Town on the date the Project reaches Commercial Operation. The first Annual Contribution will be made within one hundred and eighty (180) days following the date the Project reaches Commercial Operation. The remaining Annual Contributions (2-20) will be made annually thereafter, on the anniversary of the Commercial Operation date.

(d) Commercial Operation: 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. SunEdison shall provide to the Town a copy of such written notice, when issued by SunEdison.

(e) Obligation: Upon notice to the Town of the date of Commercial Operation, SunEdison becomes automatically obligated to the Town for the Annual Contributions as described herein. For the avoidance of doubt, SunEdison shall not have any obligations under this Section 1 unless and until the Project reaches Commercial Operation.

2. Use of Annual Contribution; Reporting Requirements

(a) As a condition of the Town's receipt of the Annual Contributions under this Agreement, the Town agrees to use each of the Annual Contributions for public purposes, including, but not limited to, 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 of the 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

This Agreement shall terminate on the earliest to occur of (i) the date the Town has received twenty (20) contributions comprising the Annual Contributions or (ii) the date that SunEdison gives notice to the Town of SunEdison's intent to decommission the Project (the "Decommissioning Notice").

Prior to the sale by SunEdison of all or substantially all of the assets of the Project, SunEdison shall take all necessary steps to assure that its obligations under this Agreement are assumed by any purchaser of the assets of the Project.

4. SunEdison Representations and Warranties.

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

(a) SunEdison 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) SunEdison has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. SunEdison 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 SunEdison, enforceable in accordance with its terms except as may be affected by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and the application of general principles of equity.

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) SunEdison'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 SunEdison.

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 SunEdison:

Weaver Wind, LLC
c/o SunEdisonUtility Holdings, Inc.
179 Lincoln Street, Suite 500
Boston, MA 02111
Attention: General Counsel, North America Utility and Global Wind
Facsimile: (617) 960-2889

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

If to the Town:

Town of Osborn
P.O. Box 59
Aurora, ME 04408

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

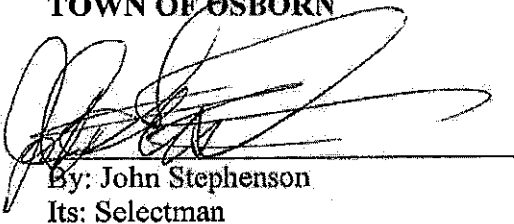
EXECUTION COPY

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.

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

TOWN OF OSBORN


By: John Stephenson
Its: Selectman

WEAVER WIND, LLC

By Maine Wind Holdings, LLC, its member


By: ARTHUR J. SNELL
Its: ASSISTANT SECRETARY

By: Beverly Reed
Its: Selectman


By: Bruce Weymouth
Its: Selectman

APPENDIX A

TOWN OF OSBORN ENERGY CONSERVATION FUND

- The Town of Osborn's Board of Selectmen will administer the Energy Conservation Fund (the "Fund").
- Eligible Applicant: Eligible Applicants include property owners in the Town of Osborn at the time of creation of the Fund who are planning Eligible Projects as defined below.
- Eligible Project: Eligible Projects include energy reduction or energy efficiency projects, including but not limited to alternative fuel installations, energy assessments, solar energy projects, high efficiency boiler or furnace installations and weatherization projects.
- Grants are limited to \$4,000 per parcel of property in the Town of Osborn (this limit is based on the number of parcels at the time of the creation of Fund and the Board of Selectmen shall have the authority to adjust the limit).
- All Eligible Applicants must submit a written application to the Board of Selectmen including the following items prior to the fifth (5th) anniversary of the date the monies are deposited into the Fund:
 - Name and address of the applicant.
 - Address and parcel identification of the property on which the Eligible Project will be undertaken.
 - Description of the Eligible Project.
 - Anticipated cost of the Eligible Project.
 - Identification of sources of information about the Eligible Project including contractors, engineers, etc.
 - An acknowledgement that the Eligible Applicant must submit receipts showing the Eligible Project cost at least as much as the grant amount.
 - Signature and date of the Eligible Applicant.
 - Any other information the Board of Selectmen reasonably requests.
- The Board of Selectmen must evaluate whether the applications meet the definition of Eligible Applicant and Eligible Project before voting to make an award from the fund. When the Board of Selectmen votes to make an award from the Fund, it shall write a letter to the Eligible Applicant informing them of the grant award, including the amount of the grant.
- If there is remaining money in the Fund following all awards to Eligible Applicants for Eligible Projects with applications submitted prior to the fifth anniversary of the date the monies are deposited into the Fund, then such remaining money shall be used for a project or a series of projects aimed at reducing energy costs in the Town of Osborn.
- As mentioned previously, any Eligible Applicant who receives a grant must submit receipts or other satisfactory written evidence to the Board of Selectmen showing how the money was spent on the Eligible Project.