

## 28.0 TANGIBLE BENEFITS

### 28.1 INTRODUCTION

The Bingham Wind Project (project) will provide significant tangible benefits throughout Maine, including direct benefits to Somerset and Piscataquis Counties and the host communities of Bingham, Moscow, Mayfield Township, Kingsbury Plantation, Abbot, and Parkman. Tangible benefits are defined as environmental or economic improvements or benefits to residents of the state attributable to the construction, operation, and maintenance of the project and include, but are not limited to, property tax payments resulting from the development; other payments to a host community, including, but not limited to, payments under a community benefits agreement; construction-related employment; local purchase of materials; employment in operations and maintenance; reduced property taxes; reduced electrical rates; land or natural resource conservation; performance of construction, operations, and maintenance activities by trained, qualified and licensed workers; or other comparable benefits. There is no requirement in the statute that projects provide benefits in each of the specified areas, but rather that the collective benefits from the project be significant.

**Table 28.1 Summary of Tangible Benefits from the Bingham Wind Project**

<b>Value</b>	<b>Benefit</b>
<b>\$400,000,000</b>	Approximate Total Capital Investment
<b>\$6,858,000</b>	Cumulative Annual Community Benefits (See 28.2.3), equivalent to \$5,530 per turbine per year
<b>\$42,000,000</b>	Cumulative Property Taxes (See 28.2.4)
<b>\$145,000,000</b>	Est. Construction/Supply Chain Spending in Maine (See 28.2.5) Of this total, approximately \$34,000,000 is Supply Chain Wages
<b>350 jobs</b>	Est. Direct, Full-time Construction Jobs (See 28.2.5)
<b>95 jobs</b>	Est. Maine-based firms the Applicants will utilize to build the project, based on supply chain of First Wind's 5 previous Maine wind farms
<b>\$600,000</b>	Cumulative Annual Tangible Benefit to Somerset Economic Development Corporation
<b>\$200,000</b>	Cumulative Annual Tangible Benefit to Moose Alley Riders ATV club
<b>\$200,000</b>	Cumulative Annual Tangible Benefit to New England Mountain Bike Association
<b>\$200,000</b>	Cumulative Annual Tangible Benefit to Valley Riders (Snowmobile)
<b>228,100</b>	Approximate tonnage of CO2 avoided annually from 551,000 megawatt hours of clean, wind energy (See 28.3)

Tangible benefits from the project will extend from the communities in the project area to businesses and contractors throughout the state, to ratepayers in the state and region. Locally, the benefits manifest in the form of new landowner income, community benefit agreements and economic development, and support of local recreation clubs and environmental non-profits.

Regionally, economic development will result from the significant portion of total capital investment, estimated at \$145 million, dedicated to Maine-based contractors, employment, and supply chain. Finally, ratepayers across the state and the region realize the benefit of added wind energy capacity in the form of predictable, long-term wholesale contracts delinked from volatile markets and demand for fossil fuels, and the downward pressure on rates resulting from the introduction of new renewable energy sources.

The most significant environmental benefit is the generation of electricity without pollution and emissions that result from conventional fossil fuel sources, a characteristic of wind energy consistent with the Maine Renewable Portfolio Standard (RPS). Clean air is especially important in Maine, whose residents manifest some of the highest rates of asthma in the U.S.<sup>1</sup> Wind energy can reduce both carbon dioxide and criteria pollutant emissions because the Independent Operator of New England (ISO-NE) backs down more expensive, fossil-fueled generators when wind facilities are online.<sup>2</sup> (Note: The potential economic impact of wind energy on public health is quantified by London Economics in Table 28.2 per the field “Annual Emissions Reductions”).

## **28.2 ECONOMIC BENEFITS**

### **28.2.1 General Economic Benefits**

The economic benefits of wind energy development in Maine and New England are well documented. Charles Colgan of the University of Southern Maine has provided a retroactive review of the economic impacts of three utility-scale projects built and now operating in Maine. His research showed \$222 million in-state investment from 3 projects – about \$860,000 per megawatt (MW) installed – and an average of nearly 250 jobs created or supported annually for 7 continuous years. Other research from London Economics International (LEI), at the direction of the Maine Public Utilities Commission (MPUC), has projected future economic impacts for an estimated 625 MW of new wind capacity in Maine. LEI chose to model 625 MW as it reflected a rough estimate of the near-term build-out of wind power in Maine. In order to meet RPS requirements across New England by 2020, 5 to 7 times that amount of wind power (or its equivalent) will be needed, according to ISO-New England. A summary of their analysis for 625 MW of new wind capacity additions in Maine follows.

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<sup>1</sup> Maine Division of Population Health  
<http://www.maine.gov/dhhs/mecdc/population-health/mat/asthma-information/asthma-in-maine.htm>

<sup>2</sup> Direct Testimony of Abigail Krich, on behalf of Conservation Law Foundation, Development Permit DP 4889

**Table 28.2 Summary of Maine Benefits<sup>3</sup>**

<b>\$1,140,000</b>	<b>Increase in Gross State Product (GSP)</b>
<b>\$560,000,000</b>	In-state Spending and Investment
<b>11,700 jobs</b>	Increase in Local Jobs
<b>\$6,300,000</b>	Annual Tax Revenue
<b>\$4,300,000</b>	Annual Savings to Maine ratepayers from reduced electricity prices
<b>\$13,000,000</b>	Annual Emissions Reductions

Assumes 625 MW wind built with a capital cost of \$2,563/KW

The following subsections describe specific tangible and economic benefits associated with the project.

### **28.2.2 New Income for Landowners**

The project provides a new source of long-term income and direct economic benefit to the local landowners participating in the project through land leases, fee acquisitions, and easements. The estimated economic value of land leases over the life of the project, assuming a 20-year project life, will be approximately \$40 million. Additional income from the project to the landowners will also be a stable source of “multiplier” spending in the region.

The project allows landowners to capture economic benefits without disruption to existing land uses, which throughout the project area is primarily logging. Income from the project will supplement, not displace, what landowners typically earn from logging and other traditional uses of their property. Amid broader and uncertain economic and market conditions, this stable and diversified income stream for landowners can help preserve forestry, recreational, and other traditional uses.

### **28.2.3 Community Benefits Package**

Community outreach and support is woven into First Wind’s development strategy and operations platform. As long-term owner-operators of the projects developed, First Wind understands the value of community support and continuously strives to cultivate positive community relations. First Wind is proud that wind projects often become a symbol of local clean energy leadership, and First Wind, through its multiple projects, including the one proposed by the Applicants, seeks to help communities utilize projects for educational purposes and as examples of environmental stewardship.

Turbines associated with the project are located in the Bingham, Mayfield Township, and Kingsbury Plantation, in Somerset and Piscataquis Counties. The generator lead extends into the Towns of Parkman and Abbot, and there are minor upgrades proposed to a pre-existing road in Moscow. The region has limited means for economic development. In 2011, Somerset ranked 14<sup>th</sup> among Maine’s 16 counties for per capital personal income (\$31,538), 18 percent

<sup>3</sup> See London Economics International LLC MPUC RPS Report 2011-Review of RPS Requirements and Compliance in Maine at 19.

below the state average.<sup>4</sup> In addition to creating a new source of tax revenue, the project has signed Community Benefit Agreements that collectively exceed the statutory criteria by 40 percent of that required.<sup>5</sup>

**Town of Bingham**

\$106,000 annually, payable to the Town of Bingham pursuant to a Community Benefit Agreement, that can be used at the Town's discretion for public purposes such as lowering taxes or, if deemed necessary, investment in municipal assets and/or services (Exhibit 28A).<sup>6</sup> Bingham voted 45 for versus 28 against to accept this agreement at a Town Meeting on March 3, 2011.

**Town of Abbot**

\$20,000 annually, payable to the Town of Abbot pursuant to a Community Benefit Agreement, that can be used at the Town's discretion for public purposes such as lowering taxes or, if deemed necessary, investment in municipal assets and/or services (Exhibit 28A). Abbott voted 28 for versus 8 against to accept this agreement at a Town Meeting on February 2, 2013.

**Town of Parkman**

\$20,000 annually, payable to the Town of Parkman pursuant to a Community Benefit Agreement, that can be used at the Town's discretion for public purposes such as lowering taxes or, if deemed necessary, investment in municipal assets and/or services (Exhibit 28A). Parkman voted 43 for versus 9 against to accept this agreement at a Town Meeting on February 25, 2013.

**Town of Moscow**

\$20,000 annually, payable to the Town of Moscow pursuant to a Community Benefit Agreement, that can be used at the Town's discretion for public purposes such as lowering taxes or, if deemed necessary, investment in municipal assets and/or services (Exhibit 28A). Moscow voted to accept this agreement at a Town Meeting on November 15, 2012.

**Kingsbury Plantation**

\$176,000 annually, payable to Kingsbury Plantation pursuant to a Community Benefit Agreement, that can be used at the Towns' discretion for public purposes such as lowering taxes or, if deemed necessary, investment in municipal assets and/or services Exhibit 28A). Kingsbury voted 13 for versus 1 against to accept this agreement at a Town Meeting on December 15, 2012.

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<sup>4</sup> U.S. Department of Commerce, Bureau of Economic Analysis Regional Fact Sheets

<sup>5</sup> \$5,530 per turbine in signed agreements vs. \$4,000 per turbine statutory requirement

<sup>6</sup> Community Benefit Agreements for the Towns of Abbot and Parkman have not been fully executed as of this submission. The residents of both towns have overwhelmingly voted in support of the agreements and signatures are pending. Copies of the unexecuted versions are included with this filing. Mayfield Township did not vote to accept a community benefit agreement, because they are an unorganized Town and have no voters.

**SECTION 28: TANGIBLE BENEFITS****Table 28.2.3 Community Benefit Agreements**

<b>Annual Value</b>	<b>Approximate Cumulative Value</b>	<b>Counter-party</b>
\$106,900	<b>\$2,138,000</b>	Town of Bingham
\$20,000	<b>\$400,000</b>	Town of Abbot
\$20,000	<b>\$400,000</b>	Town of Parkman
\$20,000	<b>\$400,000</b>	Town of Moscow
\$176,000	<b>\$3,520,000</b>	Kingsbury Plantation
\$342,900	<b>\$6,858,000</b>	Total for Bingham Project assuming a 20-year project life
<b>\$5,530</b>		Total per turbine

**28.2.4 Other Community and Resource-Based Tangible Benefits****Somerset Economic Development Corporation**

\$30,000 annually, pursuant to a Tangible Benefit Agreement, for use in economic development projects and initiatives in the areas designated in the Agreement (Exhibit 28B).

**Moose Alley Riders (ATV)**

\$10,000 annually, pursuant to a Tangible Benefit Agreement, to maintain trails, repair rail bridges and perform stormwater management activities, all of which are to occur exclusively within the State of Maine (Exhibit 28B).

**New England Mountain Bike Association**

\$10,000 annually, pursuant to a Tangible Benefit Agreement, to maintain trails, repair trail bridges, and perform stormwater management activities, all of which are to occur exclusively within the State of Maine (Exhibit 28B).

**Valley Riders**

\$10,000 annually, pursuant to a Tangible Benefit Agreement, to maintain trails, repair trail bridges, and perform stormwater management activities, all of which are to occur exclusively within the State of Maine (Exhibit 28B).

**Table 28.2.4 Other Community and Resource-Based Tangible Benefits**

<b>Annual Value</b>	<b>Approximate Cumulative Value</b>	<b>Counter-party</b>
\$30,000	<b>\$600,000</b>	Somerset Economic Development Corporation
\$10,000	<b>\$200,000</b>	Moose Alley Riders (ATV)
\$10,000	<b>\$200,000</b>	NEMBA-New England Mountain Bike Association
\$10,000	<b>\$200,000</b>	Valley Riders (Snowmobile)
\$60,000	<b>\$1,200,000</b>	Total additional tangible benefits for the Bingham Project assuming a 20-year project life
<b>\$968.00</b>		Total per turbine

In addition to tax payments and Community Benefit Agreements, the project's host communities will become eligible for First Wind's traditional community outreach programs and support, including:

- *Direct support:* All First Wind operating projects have a budget to be responsive to charitable needs and requests from the immediate community.
- *Sponsorships of community events:* First Wind provides sponsorships for local civic organizations, environmental groups, and events.
- *Corporate scholarship program:* College-bound high school students living in the vicinity of First Wind operating projects are eligible to apply to a corporate scholarship program. One student from each project operating area is selected for a one-time \$3,000 scholarship; and one student from the entire applicant pool is selected for a 4-year, \$5,000 scholarship (\$20,000 total). Since the program began in 2010, 43 scholarships totaling \$180,000 in awards, including 10 scholarships totaling \$47,000 for Maine awardees.
- *Outreach to local schools:* First Wind has a strong track record of participating in local science and technology curriculum, and making wind projects available for tours (subject to operating schedules and constraints).

### 28.2.5 Property Taxes

The large investment in a wind power project can result in a dramatic increase in real property value, and typically has the corresponding effect of substantially increasing the local property tax base, thereby reducing taxes for other parties. While the on-site capital investments required for the project will provide significant taxable property value, the project will put minimal demands on local and municipal services, resulting in a meaningful net tax benefit for local, county, and state. The Applicants estimate that the project will contribute average annualized property tax revenue totaling \$2.1 million (taking into account the Bingham Tax Increment Financing).

### 28.2.6 Employment and Supply Chain

Wind power projects like this one represent significant investment opportunities for host communities and the state during what has been an otherwise economically challenging period (Exhibit 28C). According to the Maine Renewable Energy Association: "wind energy projects in Maine, totaling \$950 million, already have brought more than \$378 million to Maine in job creation, wages, taxes, land conservation programs, and support for basic infrastructure such as ports, engineering and environmental firms, and transportation companies."<sup>7</sup>

A significant portion of the project's estimated \$400 million capital expenditures will be spent on non-turbine supplies, engineering and consulting services, and construction-related activities, many of which can be provided by Maine-based businesses, contractors and suppliers. Research by Charles Colgan, PhD, at the Maine Center for Business and Economic Research

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<sup>7</sup> <http://www.windforme.org/economy.htm>

**SECTION 28: TANGIBLE BENEFITS**

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at the University of Southern Maine, estimates the direct in-state economic impacts of wind energy development and construction to be \$863,813 per MW of capacity installed.<sup>8</sup> That total includes \$681,813 attributable to Maine-based goods, supplies, and services. The balance, \$182,000 per MW, is paid as wages to Maine workers. If similar levels of in-state investment are achieved, the project could result in a \$160 million supply chain opportunity for Maine-based contractors, firms, and workers during the construction phase alone. This is consistent with First Wind's internal estimate for the project of \$145 million in expenditures on Maine-based contracting, services and labor. Historically, First Wind has utilized more than 300 Maine-based businesses (gross) to build wind projects in Maine; the project is yet another opportunity for these firms and others to engage with and benefit from Maine's growing clean energy industry.

The general contractor is expected to subcontract with local businesses for activities like concrete supply, civil and electrical work, and tree-clearing. The construction activity will provide an economic boost to ancillary businesses in the project area that support construction such as lodging, restaurants, and fuel stations. New income for local subcontractors, suppliers and workers will also be a source of "multiplier" spending in the region during construction.

Construction-related jobs are a major component of the project's potential economic benefits. In total, more than 1,000 Maine-based workers have worked on First Wind projects at Mars Hill, Stetson, Stetson II, Rollins, and Bull Hill. The project will hire locally whenever possible, providing construction, operations, and maintenance employment opportunities to residents in the area. Based on First Wind's experience developing and constructing facilities for similar projects in Maine, development and construction of the proposed project is estimated to require the direct labor of approximately 350 full-time equivalent jobs. The cumulative wages paid in Maine for project labor is estimated to be \$34 million.<sup>9</sup> Following the construction phase, First Wind anticipates a staffing plan of 6 to 10 permanent employees to operate and maintain the facility, including on-site staff of the turbine manufacturer. Finally, First Wind directly and continuously employs 20+ Maine-based employees at Maine offices to support ongoing development, project management, and operations of both operating and proposed wind facilities.

The cumulative effect of the above impacts is enhanced economic stability for the local, regional, and statewide economy. Although the exact amounts of direct and indirect economic benefits of the project may be difficult to predict, the historical spending and investment associated with the development and construction of First Wind's other Maine projects are evidence of the tangible economic benefits that can be expected from this project. To date, First Wind has spent over \$150 million with more than 300 Maine-based businesses, and employed over 1,000 workers to build 5 operating projects. Exhibit 28D further demonstrates the breadth and geographical reach of Maine-based businesses that were engaged during the development and construction stages of a single project, Stetson Wind I. Contractors throughout the state from Fryeburg to Presque Isle, consultants with offices throughout the

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<sup>8</sup> The Employment Impacts of Wind Power Development in Maine 2003-2010; Charles Colgan, PhD; Maine Center for Business and Economic Research; University of Southern Maine.

<sup>9</sup> Approximately \$182,000 per MW; The Employment Impacts of Wind Power Development in Maine 2003-2010; Charles Colgan, PhD; Maine Center for Business and Economic Research; University of Southern Maine.

state, and local businesses in the Lincoln and Danforth area all benefited from these project expenditures. Notably, in addition to working on wind projects in Maine, a number of companies are leveraging their Maine experience and expertise to win and perform wind farm related contracts out of state, which is a significant achievement for this growing Maine industry.

### **28.2.7 Ratepayer Benefits**

The addition of new power generation facilities in Maine will likely exert a downward pressure on electricity prices. Abigail Krich, on behalf of the Conservation Law Foundation, expressed the concept in this way: “Wind has almost no marginal cost for producing electricity once it is built so it typically acts as a price-taker in the wholesale electricity markets. Price-taking energy, like wind, displaces more expensive energy in the markets, helping keep power prices low.”<sup>10</sup> Krich noted that a 2011 Economic Study by ISO-NE estimates the price-savings could amount to approximately \$108 per MW hour of wind energy.<sup>11</sup> With the project production estimates, the estimated cost savings would be \$60,083,964 annually. The low and predictable marginal cost of wind energy supply was one of the factors, which led the MPUC to approve a Power Purchase Agreement between First Wind’s Rollins Wind project and the Central Maine Power Company/Bangor-Hydro Electric, pursuant to a request for proposals designed to “obtain contracts that would be beneficial in terms of lower and/or more stable electricity rates.”<sup>12</sup>

Furthermore, RPS are designed to diversify the electricity supply portfolio, stabilize rates, increase energy security, improve environmental quality, invigorate the clean energy industry, and promote economic development. ISO-NE determined that up to 12,000 MW of wind could be integrated into the grid without the need for additional electrical storage.<sup>13</sup> Further, no new power plants would be needed to balance the additional variations expected from up to 12,000 MW of wind energy in New England.<sup>14</sup> The Maine Legislature has reaffirmed its support for the Maine RPS in recent sessions. The combined effect of the RPS requirements throughout New England is an increasing regional demand for renewable energy that far exceeds the currently available and qualifying supply. This project is estimated to provide an approximate average output of 556,333 MW hours per year, and thereby provide an important contribution toward achieving the policy objectives of the Maine RPS law. In aggregate, First Wind’s Maine projects generated 425,990 MW hours in 2012, enough to power 68,136 average Maine homes.

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<sup>10</sup> Pre-Filed Direct Testimony of Abigail Krich, on behalf of Conservation Law Foundation, Champlain Wind, LLC DEP Application #L-25800-24-25800-TE-B-N (“Krich Test.”) at 2.

<sup>11</sup> Id.

<sup>12</sup> Maine Public Utilities Commission; 2009 Annual Report

<sup>13</sup> Krich Test. at 2.

<sup>14</sup> Krich Test. at 3 (citing *ISO New England Weekly Market Performance Reports, Week Ending March 3, 2013.*)



### **28.3 ENVIRONMENTAL BENEFITS**

Electricity generated from wind energy produces no air or water pollution and displaces generation from more costly and polluting sources. Maine and the region have set aggressive greenhouse gas reduction goals to protect public health and quality of place. According to Mark Ishkanian, Board Member of the Maine Chapter of the American Lung Association, Maine has some of the nation's highest rates of asthma, and also a high proportion of elderly citizens, factors that make the population especially susceptible to air pollution.<sup>15</sup> State and regional experts, including ISO-New England, have concluded that Maine and the region cannot meet these greenhouse gas policy goals without significant additions of wind power and other renewable energy sources in Maine and elsewhere.<sup>16</sup>

As noted by Ms. Krich, "wind energy primarily displaces natural gas and oil and will displace increasing amounts of coal electricity as more wind is installed."<sup>17</sup> An ISO-NE study found that if 20 percent of New England's electricity were supplied by wind, it would reduce the region's electricity-related CO2 emissions by 25 percent, SO2 by 6 percent, and NOx by 26 percent. Specifically, the project could annually avoid an additional 228,100 tons of emitted CO2, as well as 231 tons of NOx and 783 tons of SO2. Installations of projects like the project will facilitate fossil fuel emission reductions.

### **28.4 CONCLUSION**

The "environmental or economic improvements attributable to the construction, operation and maintenance" of the project constitute a significant tangible benefit under the Maine Wind Power Act. The collective impact of the construction-related employment, local purchase of materials, employment in operations and maintenance, annual property taxes, contributions to recreational groups, and community benefits described above, significant tangible benefits to the State of Maine, Somerset and Piscataquis Counties and the local jurisdictions not only meet, but exceed, the regulatory standards.

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<sup>15</sup> Kennebec Journal OpEd by Mark Ishkanian.

<sup>16</sup> Krich Test at 2.

<sup>17</sup> Krich Test. at 17.

**Exhibit 28A: Community Benefit Agreements**

Town of Bingham

Town of Abbot

Town of Parkman

Town of Moscow

Kingsbury Plantation

## COMMUNITY BENEFIT AGREEMENT

This COMMUNITY BENEFIT AGREEMENT (the "Agreement") is made this 1<sup>st</sup> day of March, 2011 by and between the Town of Bingham, Maine, a body corporate and politic in the State Maine (the "Town") with a mailing address of P.O. Box 652, Bingham, Maine 04920-0652, and Blue Sky West, LLC (the "Company"), a Delaware limited liability company qualified to do business in 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, with an address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111. 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 Bingham, Brighton Plantation and Mayfield Township;

WHEREAS, pursuant to 35-A M.R.S.A. § 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, must include a community benefits package which may be satisfied, among other things, by 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, in partial satisfaction of the Project's "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 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 Contribution payments to the Town in an amount equal to eight thousand dollars (\$8,000) per wind turbine installed as part of the Project covered by the Bingham Wind Power Municipal Development and Tax Increment Financing (TIF) District and located within the Town's boundaries and within the boundaries of such TIF District delineated by Exhibit A to the Development Program for such TIF District, as amended, if amended. Payment 1 will be made on 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. At the end of each calendar 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 2011 as the base year.

(b) Commercial Operation: For the purposes of this Agreement, "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. The Company shall provide to the Town a copy of such written notice, upon receipt 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 2 through 20 as described herein.

2. Use of Annual Contribution

(a) As a condition of the Town's receipt of the Annual Contribution under this Agreement, the Town agrees to use the 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 Contribution 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 Contribution shall be used by the Town in accordance with such governmental order or applicable 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 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. Notwithstanding the foregoing, if the Company has not completed the decommissioning of the Project within 180 days of delivery of the Decommissioning Notice, then the Company shall pay to the Town fifty percent (50%) of the last applicable contribution on the January 31 immediately following the end of such 180-day 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.

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:

Blue Sky West, 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:  
Joan Fortin, Esq.  
Bernstein Shur  
100 Middle Street  
PO Box 9729  
Portland, Maine 04104-5029

If to the Town:

Board of Selectmen  
Bingham Town Office  
13 Murray Street  
PO Box 652  
Bingham, ME 04920-0652  
Facsimile: (207)672-3080

With a copy to:  
William H. Dale, Esq.  
Jensen Baird Gardner & Henry  
Ten Free Street  
P.O. Box 4510  
Portland, Maine 04112

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 Company agrees to indemnify the Town for any legal expenses incurred by the Town as a result of legal challenges by any person to the validity or administration of this Agreement. At its option, the Company shall have the right to pursue the defense on behalf of the Town of any action in which damages are sought which might be its ultimate responsibility. If the Company elects to exercise said right, it shall bear all of its defense costs, including attorneys' fees and court costs.

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

*[Signatures on following page.]*



[Signature Page to Community Benefit Agreement]

**Town of Bingham**

**Blue Sky West, LLC**

By: Maine Wind Holdings, LLC, its member

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

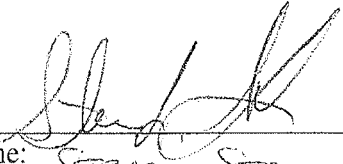
By: *E. Weir*  
Name: *Elizabeth Weir*  
Its: *Assistant Secretary*

[Signature Page to Community Benefit Agreement]

Town of Bingham

Blue Sky West, LLC

By: Maine Wind Holdings, LLC, its member

By:   
Name: STEVEN STEWARD  
Its: 1st selectman

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

## COMMUNITY BENEFIT AGREEMENT

This COMMUNITY BENEFIT AGREEMENT (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2013 by and between the Town of Abbot, Maine, a body corporate and politic in the State of Maine (the “Town”) with a mailing address of 133 Main Rd, PO Box 120, Abbot, Maine 04406-0120, and Blue Sky West, 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. The 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 a commercial grid-scale wind energy project known as the Bingham Project (the “Project”), to be located in an area that is proximate to the Town;

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 DEP may include a community benefits package which may be satisfied, among other things, by a community benefit agreement between the Town and First Wind that provides for payments to the Town to be utilized for public purposes, which may include, but are not limited to, property tax reductions, economic development projects, land and natural resource conservation, tourism promotion or reduction of energy costs;

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 under the Maine Statute if, and only if, First Wind or an affiliate constructs the generator lead line for the Project within the Town’s municipal boundaries;

WHEREAS, the Town has agreed that it will use the Annual Contribution for public purposes as described herein;

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 or an affiliate 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: If, and only if, First Wind or an affiliate constructs the generator lead line for the Project within the Town's municipal boundaries, First Wind shall make Twenty (20) payments (each an "Annual Contribution" and collectively, the "Annual Contributions") to the Town in an amount equal to Twenty Thousand Dollars (\$20,000.00). If First Wind or an affiliate constructs the generator lead line for the Project within the Town's municipal boundaries, Payment 1 will be made on the date one hundred and eighty (180) days following the date the Project reaches Commercial Operation, as defined below, and Payments 2-20 will be made annually thereafter, on the anniversary of the Commercial Operation date.

(b) 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. If First Wind or an affiliate constructs the generator lead line for the Project within the Town's municipal boundaries, First Wind shall provide to the Town a copy of such written notice when issued by First Wind.

(c) Obligation: If First Wind or an affiliate constructs the generator lead line for the Project within the Town's municipal boundaries, then upon First Wind providing notice to the Town of the date of Commercial Operation, First Wind becomes automatically obligated to the Town for the Annual Contributions as described herein.

(d) Null and Void: Notwithstanding anything to the contrary herein, this Agreement shall be null and void if the Project reaches Commercial Operation and neither First Wind nor a First Wind affiliate has constructed the generator lead line for the Project within the Town's municipal boundaries.

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 of the Annual Contributions for public purposes, which may include, but are 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

Unless determined to be null and void pursuant to Section 1(d) hereof, 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 First Wind gives notice to the Town of First Wind's intent to decommission the Project (the "Decommissioning Notice").

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.

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 or an affiliate.

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:

Blue Sky West, 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:  
Shana Cook Mueller, Esq.  
Bernstein Shur  
100 Middle Street

PO Box 9729  
Portland, Maine 04104-5029

If to the Town:

Town of Abbot  
133 Main Rd  
PO Box 120  
Abbot, Maine 04406-0120  
Facsimile: (207) 876-3198

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.

**TOWN OF ABBOT**

**BLUE SKY WEST, LLC**

\_\_\_\_\_  
By:  
Its: Selectman

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its: Selectman

\_\_\_\_\_  
By:  
Its: Selectman

DRAFT



## COMMUNITY BENEFIT AGREEMENT

This COMMUNITY BENEFIT AGREEMENT (the "Agreement") is made this 14 day of March, 2013 by and between the Town of Parkman, Maine, a body corporate and politic in the State of Maine (the "Town") with a mailing address of 771 State Hwy 150, Parkman, Maine 04443, and Blue Sky West, 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. The 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 a commercial grid-scale wind energy project known as the Bingham Project (the "Project"), to be located in an area that is proximate to the Town;

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 DEP may include a community benefits package which may be satisfied, among other things, by a community benefit agreement between the Town and First Wind that provides for payments to the Town to be utilized for public purposes, which may include, but are not limited to, property tax reductions, economic development projects, land and natural resource conservation, tourism promotion or reduction of energy costs;

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 under the Maine Statute if, and only if, First Wind or an affiliate constructs the generator lead line for the Project within the Town's municipal boundaries;

WHEREAS, the Town has agreed that it will use the Annual Contribution for public purposes as described herein;

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 or an affiliate 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: If, and only if, First Wind or an affiliate constructs the generator lead line for the Project within the Town's municipal boundaries, First Wind shall make Twenty (20) payments (each an "Annual Contribution" and collectively, the "Annual Contributions") to the Town in an amount equal to Twenty Thousand Dollars (\$20,000.00). If First Wind or an affiliate constructs the generator lead line for the Project within the Town's municipal boundaries, Payment 1 will be made on the date one hundred and eighty (180) days following the date the Project reaches Commercial Operation, as defined below, and Payments 2-20 will be made annually thereafter, on the anniversary of the Commercial Operation date.

(b) 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. If First Wind or an affiliate constructs the generator lead line within the Town's municipal boundaries, First Wind shall provide to the Town a copy of such written notice when issued by First Wind.

(c) Obligation: If First Wind or an affiliate constructs the generator lead line for the Project within the Town's municipal boundaries, then upon First Wind providing notice to the Town of the date of Commercial Operation, First Wind becomes automatically obligated to the Town for the Annual Contributions as described herein.

(d) Null and Void: Notwithstanding anything to the contrary herein, this Agreement shall be null and void if the Project reaches Commercial Operation and neither First Wind nor a First Wind affiliate has constructed the generator lead line for the Project within the Town's municipal boundaries.

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 of the Annual Contributions for public purposes, which may include, but are 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

Unless determined to be null and void pursuant to Section 1(d) hereof, 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 First Wind gives notice to the Town of First Wind's intent to decommission the Project (the "Decommissioning Notice").

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.

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 or an affiliate.

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:

Blue Sky West, 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:

Shana Cook Mueller, Esq.  
Bernstein Shur  
100 Middle Street

PO Box 9729  
Portland, Maine 04104-5029

If to the Town:

Town of Parkman  
771 State Hwy 150  
Parkman, Maine 04443  
Attention: Administrative Assistant  
Facsimile: (207) 876-9704

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.

**TOWN OF PARKMAN**

  
By:  
Its: Selectman

**BLUE SKY WEST, LLC**  
By: *Marie Wind Holdings, LLC*  
*Its Member*  
  
By: **A. MACQUEEN**  
Its: **ASST. SECRETARY**

\_\_\_\_\_  
By:  
Its: Selectman

  
By:  
Its: Selectman

**COMMUNITY BENEFIT AGREEMENT**

<sup>15<sup>th</sup></sup> This COMMUNITY BENEFIT AGREEMENT (the "Agreement") is made this day of Nov, 2012 by and between the Town of Moscow, Maine, a body corporate and politic in the State Maine (the "Town") with a mailing address of 110 Canada Road, Moscow, Maine 04920, and Blue Sky West, 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. 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 a commercial grid-scale wind energy project (the "Project"), to be located primarily in the Town of Bingham, Mayfield Township and Kingsbury Plantation;

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 First Wind that provides for payments to the Town as a "host community," as defined by the Maine Statute (by virtue of the Town being proximate to the generating facilities), 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, 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 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 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) Annual Contribution Payments: First Wind shall make Twenty (20) payments (each an "Annual Contribution") and collectively, the "Annual Contributions") to the Town in an amount equal to Twenty Thousand Dollars (\$20,000.00). Payment 1 will be made on the date one hundred and 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.

(b) 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. First Wind shall provide to the Town a copy of such written notice, when issued by First Wind.

(c) Obligation: Upon notice to the Town of the date of Commercial Operation, First Wind becomes automatically obligated to the Town for the Annual Contributions as described herein.

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 First Wind gives notice to the Town of First Wind's intent to decommission the Project (the "Decommissioning Notice").

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.

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, or (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:

If to First Wind:

Blue Sky West, LLC  
c/o First Wind Energy, LLC  
179 Lincoln Street, Suite 500  
Boston, MA 02111  
Attention: Secretary

With a copy to:  
Shana Cook Mueller, Esq.  
Bernstein Shur  
100 Middle Street  
PO Box 9729  
Portland, Maine 04104-5029

If to the Town:

Town of Moscow  
110 Canada Road  
Moscow, ME 04920

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.

**TOWN OF MOSCOW**

J. Donald Beane

By:  
Its: Selectman

Mike Hays

By:  
Its: Selectman

John J. Lane

By:  
Its: Selectman

**BLUE SKY WEST, LLC**

By: Maine Wind Holdings, LLC, its Member

Aaron MacQueen

By: AARON MACQUEEN  
Its: ASST. SECRETARY



## COMMUNITY BENEFIT AGREEMENT

This COMMUNITY BENEFIT AGREEMENT (the "Agreement") is made this 28<sup>th</sup> day of December, 2012 by and between Kingsbury Plantation, Maine, a body corporate and politic in the State Maine ("Plantation") with a mailing address of P.O. Box 685, Guilford ME 04443, and Blue Sky West, 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. Plantation 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 part in the Plantation;

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 DEP may include a community benefits package which may be satisfied, among other things, by a community benefit agreement between the Plantation and First Wind that provides for payments to the Plantation to be utilized for public purposes, which may include, but are not limited to, property tax reductions, economic development projects, land and natural resource conservation, tourism promotion or reduction of energy costs;

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

WHEREAS, the Plantation has agreed that it will use the Annual Contribution for public purposes as described herein;

WHEREAS, the Parties agree and acknowledge that the Annual Contribution shall not influence or have any bearing whatsoever on the Plantation's review of any application of First Wind for any Permit or any other decision the Plantation 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: First Wind shall make Twenty (20) payments (each an "Annual Contribution") and collectively, the "Annual Contributions") to the Plantation in an amount equal to Eight Thousand Dollars (\$8,000.00) per turbine of actual installed capacity of the Project inside of the Plantation borders covered by the Maine DEP permit application filed on or about February 1, 2013. Payment 1 will be made on the date one hundred and 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.

(b) 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. First Wind shall provide to the Plantation a copy of such written notice, when issued by First Wind.

(c) Obligation: Upon notice to the Plantation of the date of Commercial Operation, First Wind becomes automatically obligated to the Plantation for the Annual Contributions as described herein.

2. Use of Annual Contribution; Reporting Requirements

(a) As a condition of the Plantation's receipt of the Annual Contributions under this Agreement, the Plantation agrees to use each of the Annual Contributions for public purposes, which may include, but are 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 Plantation, as described in subsection (a) above or otherwise, is declared by a court of competent jurisdiction to constitute an improper or unauthorized expenditure of Plantation funds under the Maine Statute or otherwise, the full amount of the Annual Contributions shall be used by the Plantation 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 Plantation has received twenty (20) contributions comprising the Annual Contributions or (ii) the date that First Wind gives notice to the Plantation of First Wind's intent to decommission the Project (the "Decommissioning Notice").

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.

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. Plantation Representations and Warranties.

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

- (a) The Plantation validly exists as a political subdivision in good standing under the laws of the State of Maine
- (b) The Plantation has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Plantation has duly authorized the execution and delivery of this Agreement and the Plantation'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 Plantation, enforceable in accordance with its terms.
- (c) First Wind's payments under this Agreement shall not influence or have any bearing whatsoever upon the Plantation's determination with respect to any application for any Permit or other request for a decision from the Plantation 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:

Blue Sky West, 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:  
Shana Cook Mueller, Esq.  
Bernstein Shur  
100 Middle Street  
PO Box 9729  
Portland, Maine 04104-5029

If to the Plantation:

Kingsbury Plantation  
P.O. Box 685  
Guilford, Maine 04443-0685

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.

**KINGSBURY PLANTATION**

  
By: \_\_\_\_\_  
Its: 1<sup>st</sup> ASSESSOR

**BLUE SKY WEST, LLC**  
BY: MAINE WIND HOLDINGS, LLC, ITS MEMBER

  
By: A. MACQUEEN  
Its: ASST. SECRETARY

\_\_\_\_\_  
By: Walter Curtis  
Its: 3<sup>rd</sup> ASSESSOR

**Exhibit 28B: Other Community and Resource-Based Tangible Benefits**

Somerset Economic Development Corporation

Moose Alley Riders (ATV)

New England Mountain Bike Association

Valley Riders

## TANGIBLE BENEFIT AGREEMENT

This TANGIBLE BENEFIT AGREEMENT (the "Agreement") is made this 13<sup>th</sup> day of February, 2013 by and between the SOMERSET ECONOMIC DEVELOPMENT CORPORATION, a Maine non-profit corporation ("SEDC") with a mailing address of 41 Court Street, Skowhegan, Maine 04976, and BLUE SKY WEST, LLC (the "Company"), a Delaware limited liability company qualified to do business in Maine, and a wholly owned subsidiary of Maine Wind Holdings, LLC, which is in turn a wholly owned subsidiary of First Wind Holdings, LLC, with an address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111. SEDC 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 Somerset and Piscataquis Counties ("Project Location").

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

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

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

WHEREAS, SEDC has agreed that it will use each Annual Donation to further economic development in the Project area defined as defined herein.

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*: The Company shall make Twenty (20) annual payments to SEDC in an amount equal to Thirty Thousand Dollars (\$30,000.00) (each an "Annual Donation" and collectively the "Annual Donations"). Payment 1 will be made within one hundred and eighty (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.

(b) *Commercial Operation*: For the purposes of this Agreement, "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. The Company shall provide to SEDC a copy of such written notice, upon issuance by the Company.

## 2. Use of Annual Donations

(a) As a condition of SEDC's receipt of each Annual Donation under this Agreement, SEDC agrees to use the full amount of each Annual Donation for economic development projects and initiatives, excluding SEDC's normal operating budget, in the geographic area depicted in Exhibit A attached hereto.

(b) In the event that any use of all or any portion of any Annual Donation by SEDC, as described in subsection (a) above or otherwise, is declared by a court of competent jurisdiction to constitute an improper or unauthorized expenditure under the Maine Statute or otherwise, the full amount of any and all remaining Annual Donations shall be used by SEDC in accordance with such governmental order or applicable regulations then in place.

## 3. Term; Assignments and Transfers

(a) This Agreement and any and all obligations of the Company hereunder shall terminate on the earliest to occur of (i) the date SEDC has received each of the twenty (20) donations comprising the Annual Donations or (ii) the date that the Company gives notice to SEDC of the Company's intent to decommission the Project (the "Decommissioning Notice").

(b) Prior to any sale or transfer of the Project or of a controlling interest in the Project, the Company shall take all reasonable 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.

## 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. SEDC Representations and Warranties

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

(a) SEDC validly exists as a non-profit corporation in good standing under the laws of the State of Maine.

(b) SEDC has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. SEDC has duly authorized the execution and delivery of this Agreement and SEDC'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 SEDC, enforceable in accordance with its terms.

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:

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

If to SEDC:

Somerset Economic Development Corporation  
41 Court Street  
Skowhegan, Maine 04976  
Facsimile: (207) 858-4704

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.


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

*[Signatures on following page.]*




[Signature Page to Tangible Benefit Agreement]

**Somerset Economic  
Development Corporation**

By:   
Name: Jim Bally  
Its: Executive Director

**Blue Sky West, LLC**  
By: Maine Wind Holdings, LLC, its member

By:   
Name: MACQUEEN  
Its: ASST. SECRETARY

## TANGIBLE BENEFIT AGREEMENT

This TANGIBLE BENEFIT AGREEMENT (the "Agreement") is made this 10<sup>th</sup> day of December, 2012 by and between the MOOSE ALLEY RIDERS ATV Club, Inc., a Maine non-profit corporation ("Moose Alley") with a mailing address of P.O. Box 387, Bingham, ME 04920, and BLUE SKY WEST, LLC (the "Company"), a Delaware limited liability company qualified to do business in Maine, and a wholly owned subsidiary of Maine Wind Holdings, LLC, which is in turn a wholly owned subsidiary of First Wind Holdings, LLC, with an address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111. Moose Alley 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 Somerset and Piscataquis Counties ("Project Location").

WHEREAS, pursuant to 35-A M.R.S.A. § 3451 *et seq.* (the "Maine Statute"), approval of the expedited wind energy development permit for the Project by Maine's Department of Environmental Protection ("DEP") requires, among other approval standards, that the Project provide significant "tangible benefits;"

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

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

WHEREAS, Moose Alley 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*: The Company shall make Twenty (20) annual payments to Moose Alley 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 eighty (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 contained herein, the Company's obligations hereunder, including but not limited to the obligation to make the Annual Donations, are conditioned upon the approval of the DEP permit application for the Project, filed on or about [\_\_\_\_\_, 2012].

(b) *Commercial Operation*: For the purposes of this Agreement, "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. The Company shall provide to Moose Alley a copy of such written notice, upon issuance by the Company.

## 2. Use of Annual Donations

(a) As a condition of Moose Alley's receipt of each Annual Donation under this Agreement, Moose Alley's agrees to use the full amount of each Annual Donation to support efforts of Moose Alley to maintain trails, repair trail bridges and perform stormwater management activities, all of which are to occur exclusively within the State of Maine (the "Approved Uses").

(b) Upon request by the Company, Moose Alley shall be responsible to provide the Company with evidence that the Annual Donations have been used on Approved Uses.

## 3. Term; Assignments and Transfers

(a) This Agreement and any and all obligations of the Company hereunder shall terminate on the earliest to occur of (i) the date Moose Alley has received each of the twenty (20) donations comprising the Annual Donations or (ii) the date that the Company gives notice to Moose Alley of the Company's intent to decommission the Project (the "Decommissioning Notice") or (iii) the date Moose Alley ceases to exist as an entity, the date Moose Alley cannot find sufficient uses for the funds pursuant to this Agreement or the date Moose Alley is unable to fulfill its obligation with respect to Section 2(b) hereof. In the event that Section 3(a)(iii) hereof occurs, the Company shall have the opportunity, but not the obligation, to redirect the funds to an alternative similar use through a different entity.

(b) Prior to any sale or transfer of the Project or of a controlling interest in the Project, the Company shall take all reasonable 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.

## 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. Moose Alley Representations and Warranties

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

(a) Moose Alley validly exists as a non-profit corporation in good standing under the laws of the State of Maine.

(b) Moose Alley has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. Moose Alley has duly authorized the execution and delivery of this Agreement and Moose Alley'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 Moose Alley, enforceable in accordance with its terms.

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:

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

If to Moose Alley:

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.

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

*[Signatures on following page.]*

[Signature Page to Tangible Benefit Agreement]

**Moose Alley Riders, Inc.**

By: Liane James  
Name: Liane James  
Its: President

Moose Alley Riders ATV Club, Inc.  
P.O. Box 387  
Bingham, Maine 04920

**Blue Sky West, LLC**

By: Maine Wind Holdings, LLC, its member

By: Aaron MacQueen  
Name: Aaron MacQueen  
Its: ASST. SECRETARY

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 www.wfmg.com  
**IFM** Integrated Forest Management  
 Designed and produced by:  
 Please allow up to 4 weeks for delivery.  
 Bingham, ME 04920  
 P.O. Box 387  
 ATTN: Moose Plate  
 Moose Alley Riders ATV Club  
 to:  
 You can have one of these beautiful metal motorcycle-size license plates! Just send your name & mailing address - print clearly! - along with \$10 (includes First Class mail shipping).



CLEAN ENERGY. MADE HERE.  
**firstwind**  
 This map was made possible by the generous support of:

**MOOSE ALLEY RIDERS ATV CLUB INC**  
 P.O. Box 387 Bingham, Maine 04920  
**Meeting and Ride info Hot Line**  
 (207) 672-1010  
 Membership applications available at  
[www.moosalleyriders.org](http://www.moosalleyriders.org)  
 Meetings 2nd Thursday, April through November at 7:00 PM  
 call Hot Line or see Website for meeting location

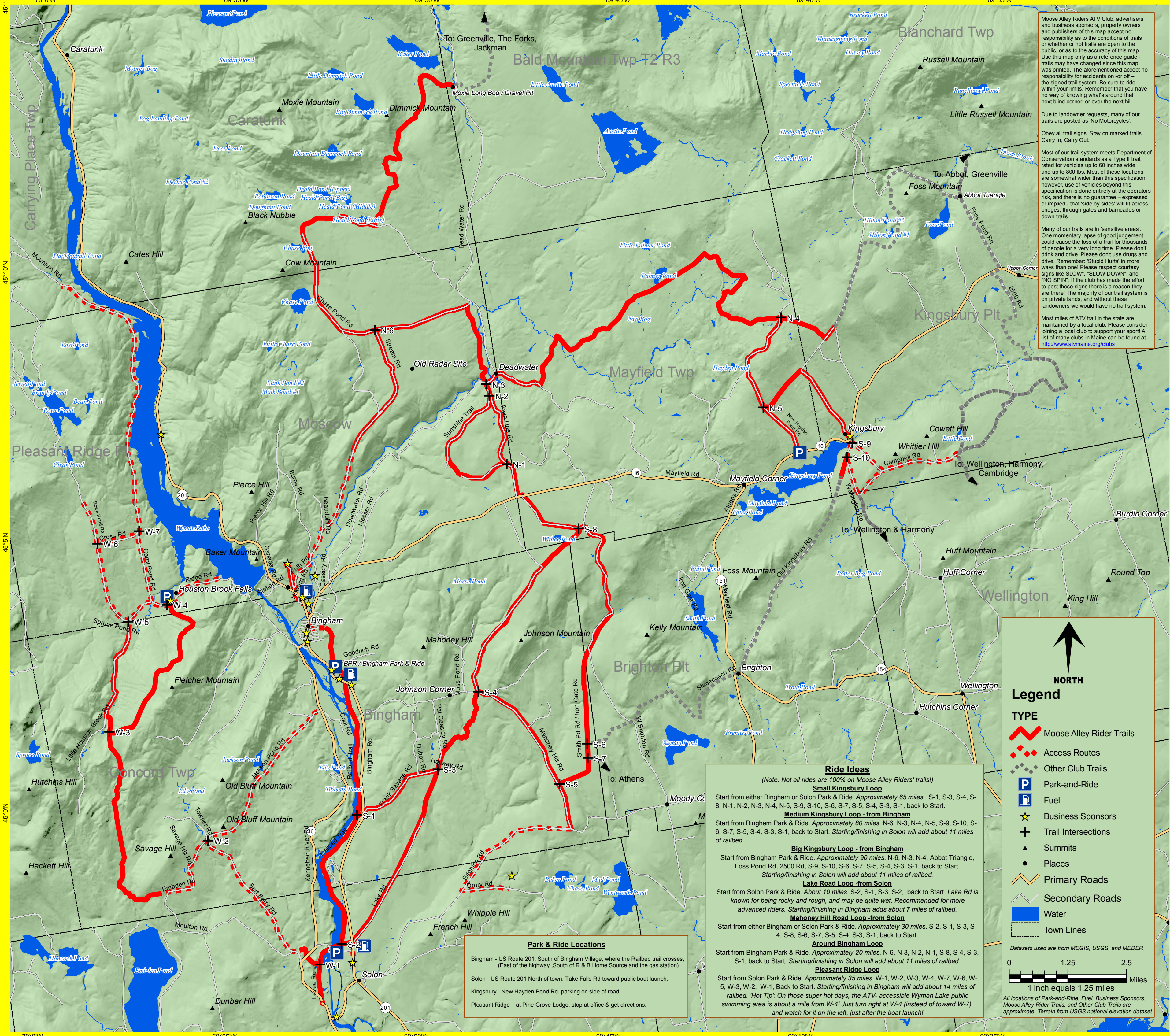
Find us on Facebook!

# ATV Trail Map

Serving the Greater Bingham Area

- Including the Towns of:
- Bingham
  - Caratunk
  - Concord
  - Embsden
  - Kingsbury
  - Mayfield Plantation
  - Moscow
  - Pleasant Ridge
  - Solon

Donations Appreciated



Moose Alley Riders ATV Club, advertisers and business sponsors, property owners and publishers of this map accept no responsibility as to the conditions of trails or whether or not trails are open to the public, or as to the accuracy of this map. Use this map only as a reference guide - trails may have changed since this map was printed. The aforementioned accept no responsibility for accidents on or off the signed trail system. Be sure to ride within your limits. Remember that you have no way of knowing what's around that next blind corner, or over the next hill.

Due to landowner requests, many of our trails are posted as 'No Motorcycles'. Obey all trail signs. Stay on marked trails. Carry In, Carry Out.

Most of our trail system meets Department of Conservation standards as a Type II trail, rated for vehicles up to 60 inches wide and up to 800 lbs. Most of these locations are somewhat wider than this specification, however, use of vehicles beyond this specification is done entirely at the operators risk, and there is no guarantee - expressed or implied - that 'side by sides' will fit across bridges, through gates and barricades or down trails.

Many of our trails are in 'sensitive areas'. One momentary lapse of good judgement could cause the loss of a trail for thousands of people for a very long time. Please don't drink and drive. Please don't use drugs and drive. Remember: 'Stupid Hurts' in more ways than one! Please respect courtesy signs like SLOW, "SLOW DOWN", and "NO SPIN". If the club has made the effort to post those signs there is a reason they are there! The majority of our trail system is on private lands, and without these landowners we would have no trail system.

Most miles of ATV trail in the state are maintained by a local club. Please consider joining a local club to support your sport! A list of many clubs in Maine can be found at <http://www.atvmaine.org/clubs>

**Legend**

**TYPE**

- Moose Alley Rider Trails
- Access Routes
- Other Club Trails
- Park-and-Ride
- Fuel
- Business Sponsors
- Trail Intersections
- Summits
- Places
- Primary Roads
- Secondary Roads
- Water
- Town Lines

Datasets used are from MEGIS, USGS, and MEDEP

0 1.25 2.5 Miles  
 1 inch equals 1.25 miles

All locations of Park-and-Ride, Fuel, Business Sponsors, Moose Alley Rider Trails, and Other Club Trails are approximate. Terrain from USGS national elevation dataset.

**Ride Ideas**  
 (Note: Not all rides are 100% on Moose Alley Riders' trails!)

**Small Kingsbury Loop**  
 Start from either Bingham or Solon Park & Ride. Approximately 65 miles. S-1, S-3, S-4, S-8, N-1, N-2, N-3, N-4, N-5, S-9, S-10, S-6, S-7, S-5, S-4, S-3, S-1, back to Start.

**Medium Kingsbury Loop - from Bingham**  
 Start from Bingham Park & Ride. Approximately 80 miles. N-6, N-3, N-4, N-5, S-9, S-10, S-6, S-7, S-5, S-4, S-3, S-1, back to Start. Starting/finishing in Solon will add about 11 miles of trail.

**Big Kingsbury Loop - from Bingham**  
 Start from Bingham Park & Ride. Approximately 90 miles. N-6, N-3, N-4, Abbot Triangle, Foss Pond Rd, 2500 Rd, S-9, S-10, S-6, S-7, S-5, S-4, S-3, S-1, back to Start. Starting/finishing in Solon will add about 11 miles of trail.

**Lake Road Loop - from Solon**  
 Start from Solon Park & Ride. About 10 miles. S-2, S-1, S-3, S-2, back to Start. Lake Rd is known for being rocky and rough, and may be quite wet. Recommended for more advanced riders. Starting/finishing in Bingham adds about 7 miles of trail.

**Mahoney Hill Road Loop - from Solon**  
 Start from either Bingham or Solon Park & Ride. Approximately 30 miles. S-2, S-1, S-3, S-4, S-8, S-6, S-7, S-5, S-4, S-3, S-1, back to Start.

**Around Bingham Loop**  
 Start from Bingham Park & Ride. Approximately 20 miles. N-6, N-3, N-2, N-1, S-8, S-4, S-3, S-1, back to Start. Starting/finishing in Solon will add about 11 miles of trail.

**Pleasant Ridge Loop**  
 Start from Solon Park & Ride. Approximately 35 miles. W-1, W-2, W-3, W-4, W-7, W-6, W-5, W-3, W-2, W-1, Back to Start. Starting/finishing in Bingham will add about 14 miles of trail. 'Hot Tip': On those super hot days, the ATV-accessible Wyman Lake public swimming area is about a mile from W-4! Just turn right at W-4 (instead of toward W-7), and watch for it on the left, just after the boat launch!

**Park & Ride Locations**

Bingham - US Route 201, South of Bingham Village, where the Raibled trail crosses. (East of the highway, South of R & B Home Source and the gas station)

Solon - US Route 201 North of town. Take Falls Rd toward public boat launch.

Kingsbury - New Hayden Pond Rd, parking on side of road

Pleasant Ridge - at Pine Grove Lodge; stop at office & get directions.



## TANGIBLE BENEFIT AGREEMENT

This TANGIBLE BENEFIT AGREEMENT (the "Agreement") is made this 9 day of JAN, 2013 by and between the NEW ENGLAND MOUNTAIN BIKE ASSOCIATION, INC., a Massachusetts nonprofit corporation ("NEMBA") with a mailing address of 700 MAIN ST. ALTON MA 01720, and BLUE SKY WEST, LLC (the "Company"), a Delaware limited liability company qualified to do business in Maine, and a wholly owned subsidiary of Maine Wind Holdings, LLC, which is in turn a wholly owned subsidiary of First Wind Holdings, LLC, with an address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111. NEMBA 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 Somerset and Piscataquis Counties ("Project Location").

WHEREAS, pursuant to 35-A M.R.S.A. § 3451 *et seq.* (the "Maine Statute"), approval of the expedited wind energy development permit for the Project by Maine's Department of Environmental Protection ("DEP") requires, among other approval standards, that the Project provide significant "tangible benefits;"

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

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

WHEREAS, NEMBA has agreed that it will use each Annual Donation to further land or natural resource conservation in the State of Maine by, among other things, constructing, maintaining and repairing trails and trail bridges 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: The Company shall make Twenty (20) annual payments to NEMBA 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 eighty (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 contained herein, the Company's obligations hereunder, including but not limited to the obligation to make the Annual Donations, are conditioned upon the approval of the DEP permit application for the Project, filed on or about March 1<sup>st</sup>, 2013.

(b) *Commercial Operation*: For the purposes of this Agreement, "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. The Company shall provide to NEMBA a copy of such written notice, upon issuance by the Company.

## 2. Use of Annual Donations

(a) As a condition of NEMBA's receipt of each Annual Donation under this Agreement, NEMBA agrees to use the full amount of each Annual Donation to support efforts of NEMBA to construct, maintain and repair trails and trail bridges and, in so doing, performing stormwater management activities, all of which are to occur exclusively within the State of Maine (the "Approved Uses").

(b) Upon request by the Company, NEMBA shall be responsible to provide the Company with evidence that the Annual Donations have been used on Approved Uses.

## 3. Term; Assignments and Transfers

(a) This Agreement and any and all obligations of the Company hereunder shall terminate on the earliest to occur of (i) the date NEMBA has received each of the twenty (20) donations comprising the Annual Donations or (ii) the date that the Company gives notice to NEMBA of the Company's intent to decommission the Project (the "Decommissioning Notice") or (iii) the date NEMBA ceases to exist as an entity, the date NEMBA cannot find sufficient uses for the funds pursuant to this Agreement or the date NEMBA is unable to fulfill its obligation with respect to Section 2(b) hereof. In the event that Section 3(a)(iii) hereof occurs, the Company shall have the opportunity, but not the obligation, to redirect the funds to an alternative similar use through a different entity.

(b) Prior to any sale or transfer of the Project or of a controlling interest in the Project, the Company shall take all reasonable 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.

## 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. NEMBA Representations and Warranties

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

(a) NEMBA validly exists as a non-profit corporation in good standing under the laws of the State of Maine.

(b) NEMBA has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. NEMBA has duly authorized the execution and delivery of this Agreement and NEMBA'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 NEMBA, enforceable in accordance with its terms.

#### 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:

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

If to NEMBA:

NEMBA  
700 MAIN ST  
ACTON MA 01720

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.

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

*[Signatures on following page.]*

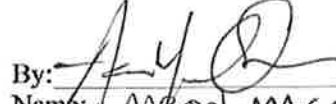
[Signature Page to Tangible Benefit Agreement]

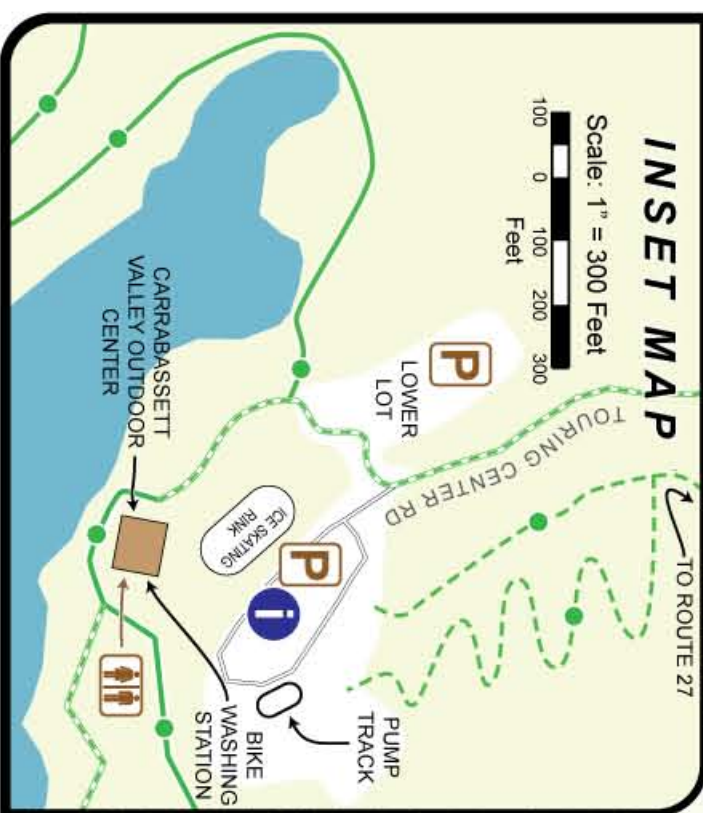
New England Mountain Bike  
Association, Inc.

By:   
Name: PHILIP KEYES  
Its: EXECUTIVE DIRECTOR

Blue Sky West, LLC

By: Maine Wind Holdings, LLC, its member

By:   
Name: AARON MACLOVER  
Its: ASST. SECRETARY



# LEGEND

## TRAILS

- Eastest Single Track
- More Difficult Single Track
- Most Difficult Single Track
- Eastest Double Track
- More Difficult Double Track
- Most Difficult Double Track
- Proposed Trail
- Bicycle Access
- Gravel Road
- Hiking Only
- Nordic Trails (Winter Use Only)

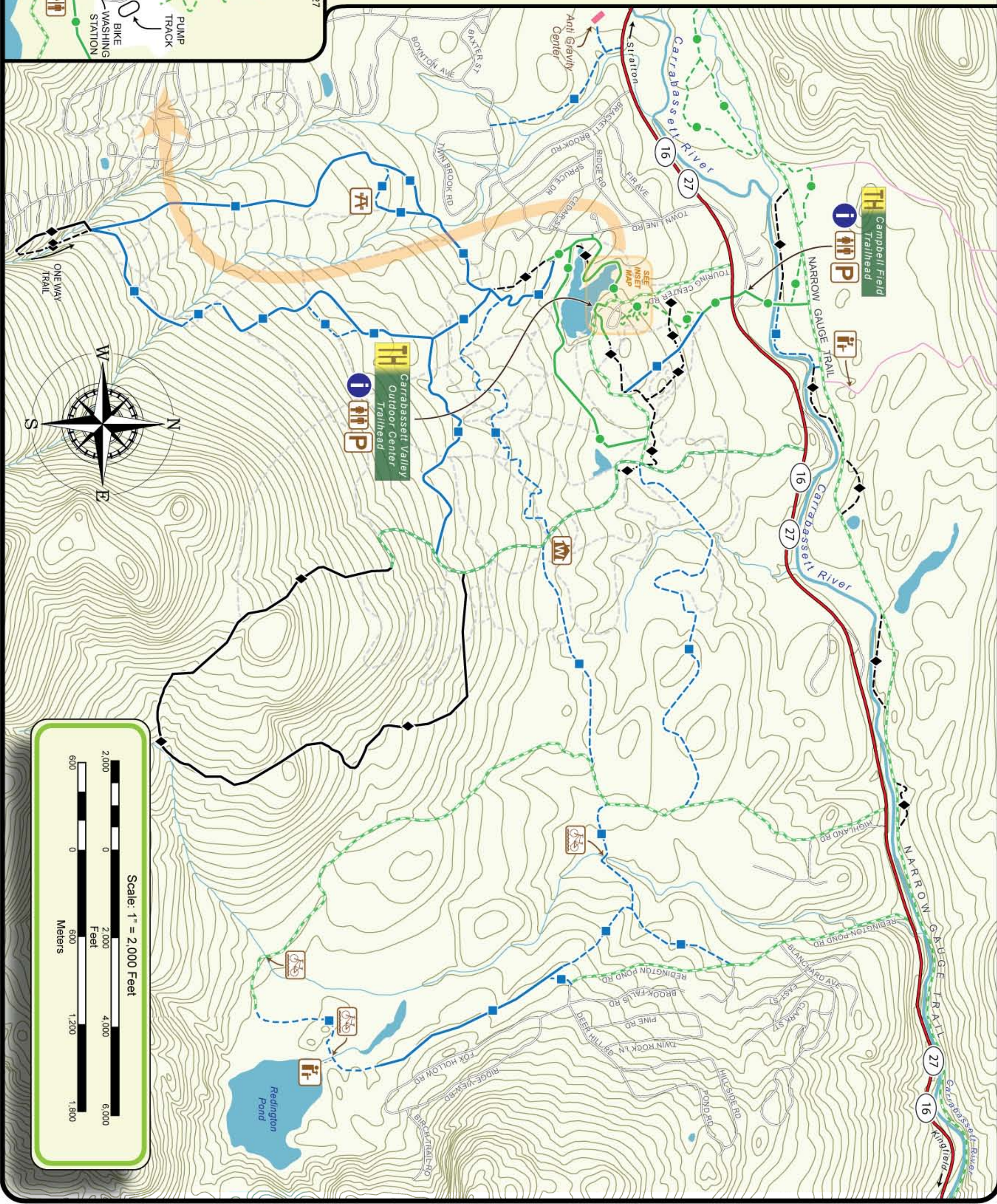
## SYMBOLS

- Trailhead Parking
- Warning Hut
- Restroom/Private
- Scenic View Point
- Information Kiosk
- Picnic Area
- Caution: Water King

## ROADS

- State Highway
- Paved Road
- Gravel Road
- 20' Contour Interval

Contour, water, town line, and road data obtained from the Maine Office of GIS. Projection: Datum: UTM, NAD83 Zone 19. Date: May 2012. Map created by Piliga & Day Land Surveyors www.WMMapIt.com



### PLEASE SUPPORT OUR SPONSORS

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**CARRABASSETT VALLEY ACADEMY**

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Phone: 207-265-2231 - In-Maine 800-750-4444 Fax: 207-265-4444

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Karen Campbell  
1004 Old House Mill Rd. Carrabassett Valley, ME 04947  
Phone: 207-235-3000  
E-mail: kcreativity@tdstlme.net  
KC'sCreativityCenter.com

**Nestlewood Inn**  
bed & breakfast

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207-237-2077  
www.nestlewoodinn.com

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www.norpinelandscape.com

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johnpines@roadrunner.com

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**TRANTEN'S**  
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**CARRABASSETT INN & GRILL**  
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**Joe's Italian Cuisine**  
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Opening mid-July for the summer

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Serving Wed-Sun, 5-10 pm  
Air Conditioned for your comfort  
Reservations Recommended  
Route 27, Carrabassett Valley  
1 mile south of Sugarloaf/USA  
237-2392

Located right on Rt. 27  
1242 Carrabassett Drive  
(207)236-2888

### Trail Rules & Safety Information

- Wear a helmet.
- Carry in, carry out. Leave no trace. Respect wildlife.
- Ride only open trails; observe, respect and obey all signage.
- Stop at all road crossings, slow down at intersections.
- Ensure water crossings are safe.
- Stay in control at all times. Pass with care.
- Share the trail. Yield to pedestrians and other trail users.
- Many dirt roads are within working forests. Please watch out for and yield to logging trucks.
- Many of our trails are remote, plan ahead, ensure equipment is working properly and you have spare parts and basic tools.
- Don't count on cell phones. Please let someone know where you are going and when you plan to be back. Ride in groups if possible.
- Always ride with food and plenty of water.

### Emergency Information

- In the event of a medical emergency, first attempt to use a cell phone to call 911.
- If riding in a group of three or more, have at least one person stay with the injured person.
- Mark the location of the injured person on a map, and if possible use a GPS to get a coordinate.
- DO NOT attempt to move the injured person if a head, neck or back injury is suspected.
- Attempt to keep the injured person warm and dry.
- Assist the injured person to the nearest road if the injury is not to the head, neck or back.

### Thank you Landowners

- Without the permission of public and private landowners, our trail system would not be possible. We Thank You!
- Please respect landowners. Ride only on marked trails.
- This trail system is in progress. In time we plan to expand the network throughout the Carrabassett Region.

Please note:  
The user of this map bears full responsibility and assumes all risk for his or her safety. Carrabassett Region NEMBA, the Town of Carrabassett Valley, and affiliates will not accept responsibility for personal injury and/or property damage while using this map.

**Carrabassett Valley Mountain Bike Trail Map 2012**

**MAINE HUTS & TRAILS**  
Backcountry Hospitality

**CARRABASSETT REGION NEMBA**  
SUGARLOAF

**TUFULIO'S**  
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(207) 237-2192

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671-3560  
RRASHE54@HOTMAIL.COM

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Carrabassett Valley, ME  
207-237-2211

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LOCATED OFF RT. 27  
207-233-2443  
207-237-2200





## TANGIBLE BENEFIT AGREEMENT

This TANGIBLE BENEFIT AGREEMENT (the "Agreement") is made this 13 day of December, 2012 by and between the VALLEY RIDERS, a Maine non-profit corporation ("Valley Riders") with a mailing address of PO Box 2 Bingham ME 04920, and BLUE SKY WEST, LLC (the "Company"), a Delaware limited liability company qualified to do business in Maine, and a wholly owned subsidiary of Maine Wind Holdings, LLC, which is in turn a wholly owned subsidiary of First Wind Holdings, LLC, with an address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111. Valley Riders 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 Somerset and Piscataquis Counties ("Project Location").

WHEREAS, pursuant to 35-A M.R.S.A. § 3451 *et seq.* (the "Maine Statute"), approval of the expedited wind energy development permit for the Project by Maine's Department of Environmental Protection ("DEP") requires, among other approval standards, that the Project provide significant "tangible benefits;"

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

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

WHEREAS, Valley Riders has agreed that it will use each Annual Donation to further land or natural resource conservation within 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: The Company shall make Twenty (20) annual payments to Valley 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 eighty (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 contained herein, the Company's obligations hereunder, including but not limited to the obligation to make the Annual Donations, are conditioned upon the approval of the DEP permit application for the Project, filed on or about [\_\_\_\_\_, 2012].

(b) *Commercial Operation*: For the purposes of this Agreement, "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. The Company shall provide to Valley Riders a copy of such written notice, upon issuance by the Company.

## 2. Use of Annual Donations

(a) As a condition of Valley Riders' receipt of each Annual Donation under this Agreement, Valley Riders agrees to use the full amount of each Annual Donation to support efforts of Valley Riders to maintain trails, repair trail bridges and perform stormwater management activities, all of which are to occur exclusively within the State of Maine (the "Approved Uses").

(b) Upon request by the Company, Valley Riders shall be responsible to provide the Company with evidence that the Annual Donations have been used on Approved Uses.

## 3. Term; Assignments and Transfers

(a) This Agreement and any and all obligations of the Company hereunder shall terminate on the earliest to occur of (i) the date Valley Riders has received each of the twenty (20) donations comprising the Annual Donations or (ii) the date that the Company gives notice to Valley Riders of the Company's intent to decommission the Project (the "Decommissioning Notice") or (iii) the date Valley Riders ceases to exist as an entity, the date Valley Riders cannot find sufficient uses for the funds pursuant to this Agreement or the date Valley Riders is unable to fulfill its obligation with respect to Section 2(b) hereof. In the event that Section 3(a)(iii) hereof occurs, the Company shall have the opportunity, but not the obligation, to redirect the funds to an alternative similar use through a different entity.

(b) Prior to any sale or transfer of the Project or of a controlling interest in the Project, the Company shall take all reasonable 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.

## 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. Valley Riders Representations and Warranties

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

(a) Valley Riders validly exists as a non-profit corporation in good standing under the laws of the State of Maine.

(b) Valley Riders has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. Valley Riders has duly authorized the execution and delivery of this Agreement and Valley 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 Valley Riders, enforceable in accordance with its terms.

#### 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:

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

If to Valley Riders:

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.

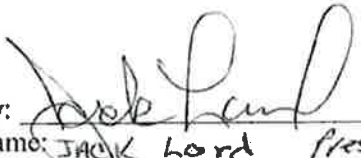
(d) *Counterparts*: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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

*[Signatures on following page.]*

[Signature Page to Tangible Benefit Agreement]

**Valley Riders**

By:   
Name: JACK Lord President  
Its:

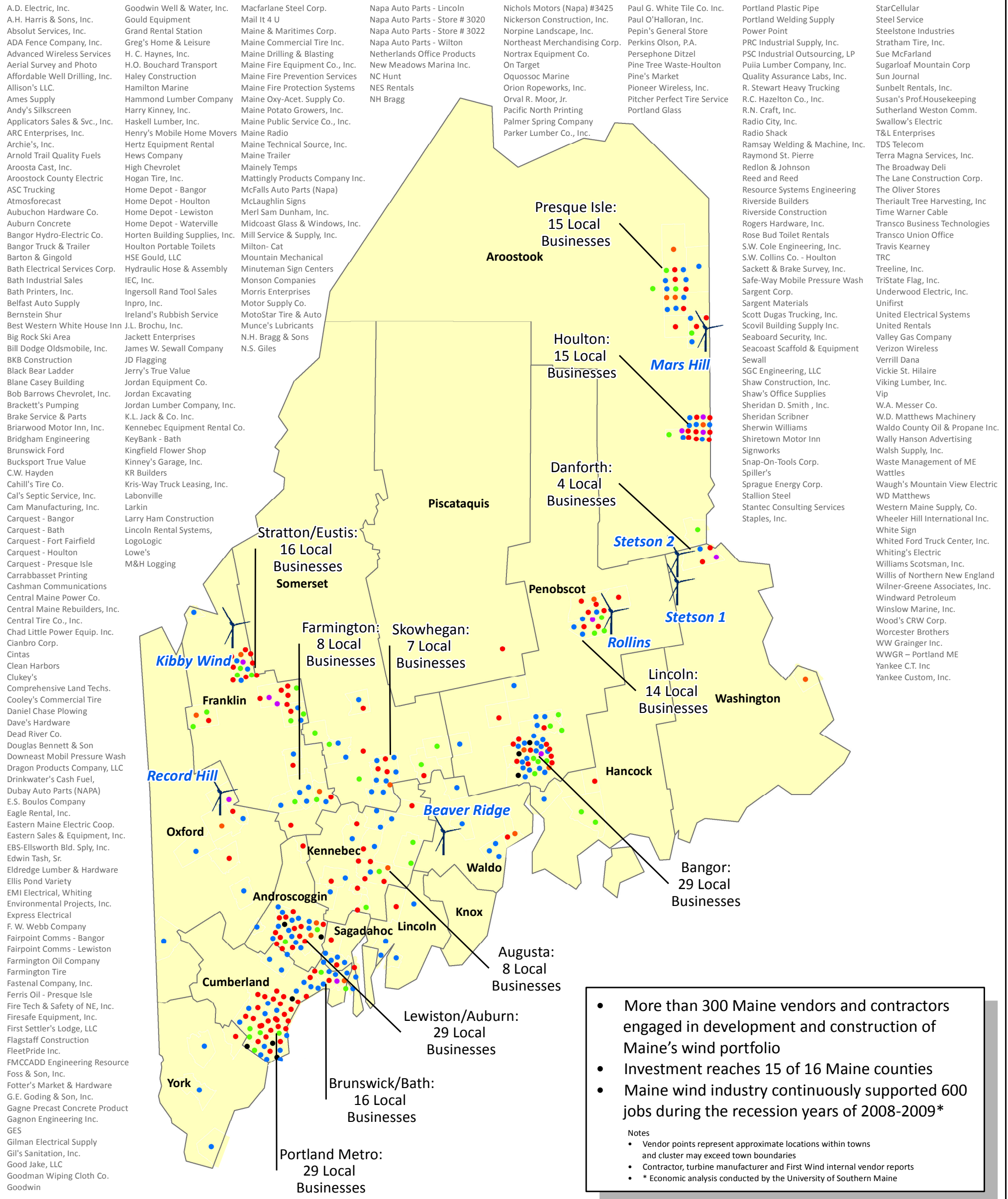
**Blue Sky West, LLC**

By: Maine Wind Holdings, LLC, its member

By:   
Name: AARON MACQUEEN  
Its: ASST. SECRETARY

**Exhibit 28C: Map of Maine Businesses Benefitting from Wind Investment**

# Maine Businesses Benefitting From Wind Investment



- More than 300 Maine vendors and contractors engaged in development and construction of Maine's wind portfolio
- Investment reaches 15 of 16 Maine counties
- Maine wind industry continuously supported 600 jobs during the recession years of 2008-2009\*

**Notes**

- Vendor points represent approximate locations within towns and cluster may exceed town boundaries
- Contractor, turbine manufacturer and First Wind internal vendor reports
- \* Economic analysis conducted by the University of Southern Maine

**Business Catagory**

- Development and Construction
- Electric and Utility
- Equipment and Supply
- Hospitality
- Logistics
- Support Services
- counties
- Wind Projects

**Maine Businesses Benefitting From Wind Investment**

**Map Scale**  
1 centimeter = 24,265 meters

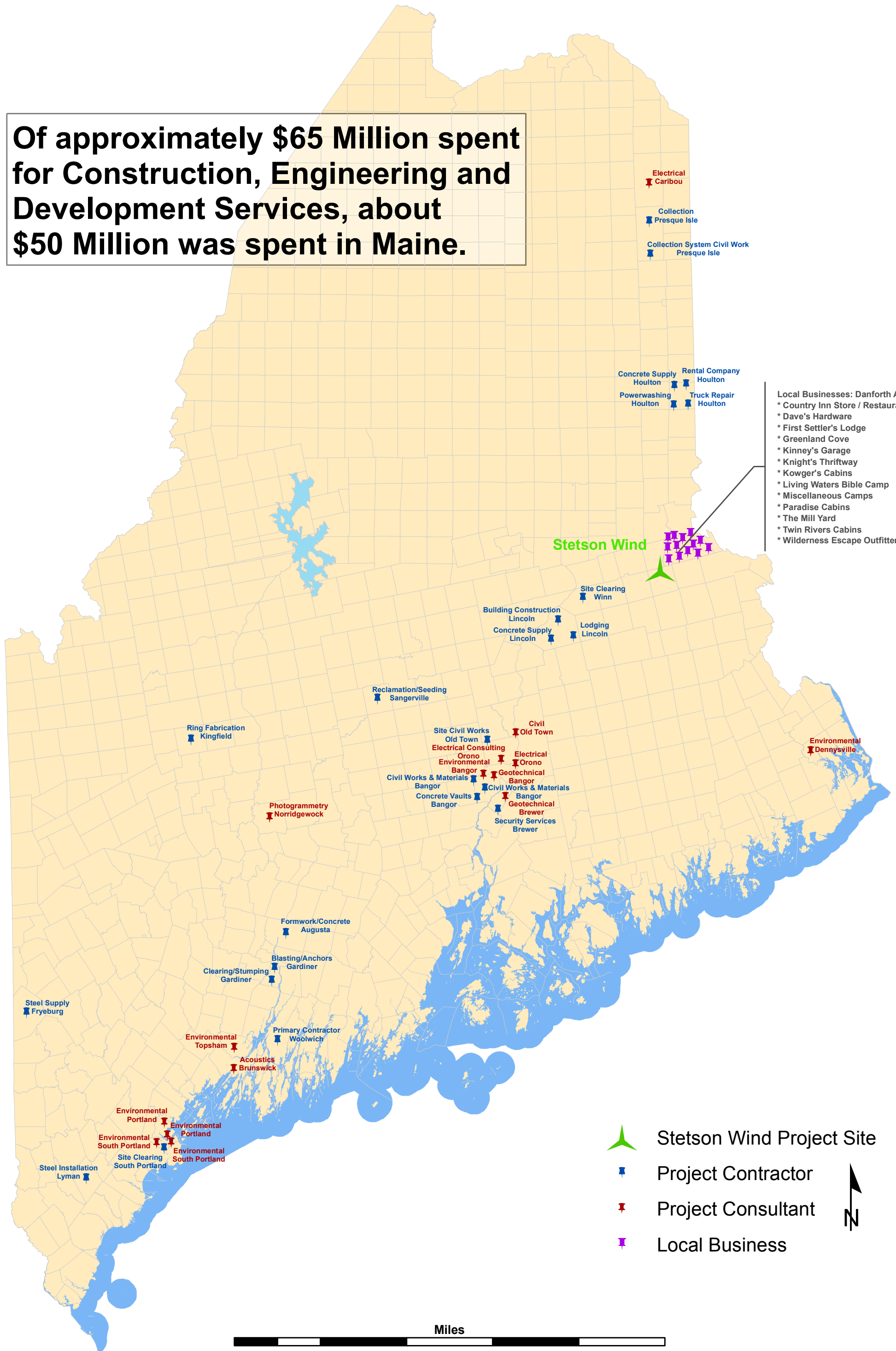
**2011-02-28**



**Exhibit 28D: Maine Businesses Benefitting from Stetson Wind**

# Maine Businesses Benefitting from Stetson Wind

Of approximately \$65 Million spent for Construction, Engineering and Development Services, about \$50 Million was spent in Maine.



- Local Businesses: Danforth Area**
- \* Country Inn Store / Restaurant
  - \* Dave's Hardware
  - \* First Settler's Lodge
  - \* Greenland Cove
  - \* Kinney's Garage
  - \* Knight's Thriftway
  - \* Kowger's Cabins
  - \* Living Waters Bible Camp
  - \* Miscellaneous Camps
  - \* Paradise Cabins
  - \* The Mill Yard
  - \* Twin Rivers Cabins
  - \* Wilderness Escape Outfitters

-  Stetson Wind Project Site
-  Project Contractor
-  Project Consultant
-  Local Business

