

May 3, 2011

Donald Murphy, Project Manager
Maine Land Use Regulation Commission
22 State House Station
Augusta, ME 04333

Re: Blue Sky East, LLC Wind Energy Project Application # DP4886
Community Benefit Agreement

Dear Mr. Murphy:

We are writing this letter to confirm that the Commissioners of Hancock County have agreed to accept funds from Blue Sky East, LLC in an amount not less than \$4,000 per turbine per year, or \$76,000 annually, consistent with 35-A M.R.S.A. § 3454(2). While we are still negotiating the details of a Community Benefit Agreement with Blue Sky East, LLC, the Commissioners are willing to commit to accepting the tangible benefit funds from Blue Sky East, LLC for the above-referenced project.

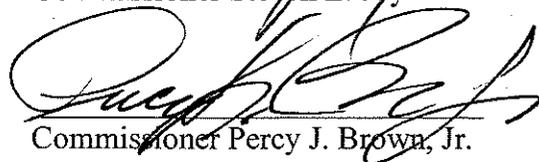
Please do not hesitate to contact us with any questions.

Sincerely,

HANCOCK COUNTY COMMISSIONERS:


Commissioner Steven E. Joy


Commissioner Fay A. Lawson


Commissioner Percy J. Brown, Jr.

cc: David Fowler
Kelly Boden, Esq.
Joan Fortin, Esq.

COMMUNITY BENEFIT AGREEMENT

This COMMUNITY BENEFIT AGREEMENT (the "Agreement") is made this 2nd day of June, 2011 by and between the County of Hancock, Maine, a body corporate and politic in the State Maine (the "County") with a mailing address of 50 State Street, Suite 7, Ellsworth, Maine 04605, and Blue Sky East, 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. The County 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 an approximately 34.2 megawatt ("MW"), 19 turbine wind energy project (the "Project"), to be located in the unorganized territory of the County;

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 Land Use Regulation Commission ("LURC") requires, among other approval standards, that the Project provide significant "tangible benefits" to the area in which the Project will be located in the form of a community benefits package;

WHEREAS, "tangible benefits" as defined by the Maine Statute, may include a community benefit agreement between the County and the Company that provides for payments to the County 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, as part of its community benefits package, the Company has entered into that certain Community Benefit Agreement with the Town of Eastbrook, dated May 6, 2011, which Agreement provides for twenty annual payments to the Town of Eastbrook each in an amount equal to \$20,000.00;

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

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

WHEREAS, the Parties agree and acknowledge that the Annual Contribution shall not influence or have any bearing whatsoever on the County's review of any

application of the Company for any Permit or any other decision the County may have occasion to make relative to the Project.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Community Benefit Annual Contribution; Timing of Payments; Obligation

(a) Annual Contribution Payments: The Company shall make Twenty (20) annual payments (each an "Annual Contribution" and collectively, the "Annual Contributions") to the County in an amount equal to Five Thousand Eight Hundred Forty-Eight Dollars (\$5,848) per megawatt of rated generating capacity of the Project located within the County's unorganized territory and installed as part of the Project covered by the LURC permit application filed on or about January 31, 2011. 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.

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

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

(d) Additional Potential Obligation: The Company is currently negotiating a community benefit agreement with Downeast Salmon Federation ("DSF"), a Maine nonprofit corporation, pursuant to which the Company would make twenty annual payments to DSF in an amount equal to \$20,000.00, which payments DSF would use to benefit and further land and natural resource conservation and water quality improvement efforts in and around Spectacle Pond, Narraguagus Lake, and the Narraguagus River Watershed, and/or the Tunk Stream and Molasses Pond Watersheds in Hancock and Washington Counties (the "DSF Approved Use"). In the event that such an agreement between the Company and DSF is not executed on or before July 1, 2011, then the Company agrees to increase its Annual Contribution to the County by \$20,000; provided, however, that the County shall use the additional \$20,000 Annual Contribution amount solely for a DSF Approved Use, and upon written request of the Company to the County, shall provide evidence satisfactory to the Company that the County is using the additional \$20,000 Annual Contribution amount for a DSF Approved Use.

2. Use of Annual Contribution

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

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

3. Term; Assignments and Transfers

(a) This Agreement shall terminate on the earliest to occur of (i) the date the County has received each of the twenty (20) contributions comprising the Annual Contribution or (ii) the date that the Company gives notice to the County of the Company's intent to decommission the Project (the "Decommissioning Notice"). Notwithstanding the foregoing, if the Company has not completed the decommissioning of the Project within twelve (12) months of delivery of the Decommissioning Notice, then the Company shall pay to the County an amount equal to fifty percent (50%) of the last applicable Annual Contribution on the January 31 immediately following the end of such 12 month period, and on each succeeding January 31 until the date that the Company has given notice to the County that it has complied with the requirements of the Natural Resource Protection Act and Site Location of Development permit issued by the LURC relating to decommissioning of the Project.

(b) Prior to any sale or transfer of the Project or of a controlling interest in the Project, the Company shall take all necessary steps to assure that its obligations under this Agreement are assumed by, binding upon and enforceable against any successors, assigns, transferees or purchasers of the Company or of the Project. Unless expressly released by the County in writing, the Company shall remain obligated to the County for payment of all amounts to be paid to the County 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. County Representations and Warranties

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

(a) The County validly exists as a political subdivision in good standing under the laws of the State of Maine

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

(c) The Company's payments to the County under this Agreement shall not influence or have any bearing whatsoever upon the County's determination with respect to any application for any Permit or other request for a decision from the County 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 East, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111
Attention: Secretary
Facsimile: (617) 964-3342

If to the County:

County Clerk
Hancock County Offices
50 State Street, Suite 7
Ellsworth, Maine 04605

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.

(e) County Use of Meteorological Tower: In addition to the Annual Contributions as provided in section 1 above, the Company agrees to negotiate in good faith and to execute a lease, license or other agreement whereby the County shall have use of a meteorological or comparable tower purchased and erected by and at the sole expense of the Company, for County public safety and emergency telecommunications antennas; provided, however, that after installation of such tower and execution of such lease, license or other agreement,, the Company shall have no further rights, interests, liabilities or obligations in or in any way related to such tower. This Section 10(e) is subject to approval by LURC of the meteorological tower and use described.

11. Indemnification As a further condition of this Agreement, the County agrees to indemnify the Company for any legal expenses incurred by the Company as a result of legal challenges by any person to the validity or administration of this Agreement.

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

[Signatures on following page.]

[Signature Page to Community Benefit Agreement]

Hancock County

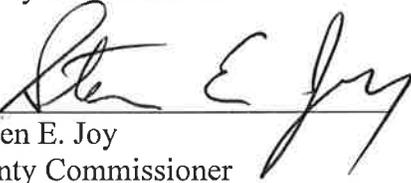
Blue Sky East, LLC

By: ~~Maine Wind~~ ^{Blue Sky East} Holdings, LLC, its member

By: 
Percy J. Brown, Jr.
County Commissioner

By: 
Name: Arthur J. Snell
Its: Assistant Secretary

By: _____
Fay A. Lawson
County Commissioner

By: 
Steven E. Joy
County Commissioner

COMMUNITY BENEFIT AGREEMENT

This COMMUNITY BENEFIT AGREEMENT (the "Agreement") is made this 6th day of May, 2011 by and between the Town of Eastbrook, Maine, a body corporate and politic in the State of Maine (the "Town") with a mailing address of 959 Eastbrook Road, Eastbrook, Maine 04634, and Blue Sky East, 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. 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 an approximately 34.2 megawatt ("MW"), 19 turbine wind energy project (the "Project"), to be located in Township 16 of the unorganized territory of Hancock County ("Project Location")

WHEREAS, the Town is proximate to the 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 Land Use Regulation Commission ("LURC") requires, among other approval standards, that the Project provide significant "tangible benefits" to the host community in which the Project will be located in the form of a community benefits package;

WHEREAS, pursuant to Section 3451(7)(B)(1) of the Maine Statute, the Town qualifies as a host community because it is a municipality proximate to the Project Location;

WHEREAS, "tangible benefits" as defined by the Maine Statute, may include a community benefit agreement between the Town and First Wind 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 and/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 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 as it now exists or as it may exist in the future.

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 Twenty Thousand Dollars (\$20,000.00). 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. Notwithstanding anything to the contrary contained herein, the Company's obligations hereunder, including but not limited to the obligation to make the Annual Contribution payments, are conditioned upon the approval of the LURC permit application for the Project, filed on or about November 23, 2010, including written confirmation of LURC's acceptance of this Agreement as, pursuant to the Maine Statute, a portion of the community benefits package for the Project.

(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 1 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

(a) This Agreement and any and all obligations of the Company hereunder shall terminate on the earliest to occur of (i) the date the Town has received each of the twenty (20) contributions comprising the Annual Contribution or (ii) the date that the Company gives notice to the Town of the Company's intent to decommission the Project (the "Decommissioning Notice"). Notwithstanding the foregoing, if the Company has not completed the decommissioning of the Project within twelve (12) months of delivery of the Decommissioning Notice, then the Company shall pay to the Town fifty percent (50%) of the last applicable contribution on the January 31 immediately following the end of such 12 month period, and on each succeeding January 31 until the date that the Company has given notice to the Town that it has complied with the decommissioning requirements of the Natural Resource Protection Act and Site Location of Development permit issued by the LURC.

(b) Prior to any sale or transfer of the Project or of a controlling interest in the Project, the Company shall take all necessary steps to assure that its obligations under this Agreement are assumed by, binding upon and enforceable against any successors, assigns, transferees or purchasers of the Company or of the Project. Unless expressly released by the Town in writing, the Company shall remain obligated to the Town for payment of all amounts to be paid to the Town under this Agreement, if not paid in full by such successors, assigns, transferees or purchasers when due.

4. Company Representations and Warranties

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

(a) The Company is a limited liability company organized under the laws of the State of Delaware and is qualified to do business in the State of Maine.

(b) The Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Company is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms.

5. Town Representations and Warranties

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

(a) The Town validly exists as a political subdivision in good standing under the laws of the State of Maine.

(b) The Town has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Town has duly authorized the execution and delivery of this Agreement and the Town's performance of all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of the Town, enforceable in accordance with its terms.

(c) The Company's payments to the Town under this Agreement shall not influence or have any bearing whatsoever upon the Town's determination with respect to any application for any Permit or other request for a decision from the Town made by the Company.

6. Entire Agreement

The entire Agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement. There are no other understandings, representations or agreements not incorporated herein. This Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms except as such enforceability may be affected by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and the application of general principles of equity.

7. Modification

No waiver, alteration or modification of any of the provisions of this Agreement shall be enforced unless in writing and signed by both parties to this Agreement.

8. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine, without regard to the conflict of laws provisions in such state.

9. Notices

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the Parties at their respective addresses shown below or at such other address as any Party may specify by written notice to the other Party, or (iii) when delivered by facsimile transmission to the Parties at the facsimile numbers listed below:

If to the Company:

Blue Sky East, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500

Boston, MA 02111
Attention: Secretary
Facsimile: (617) 964-3342

If to the Town:

Town Clerk
Town of Eastbrook
959 Eastbrook Road
Eastbrook, Maine 04634
Facsimile: (207) 866-5053

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.

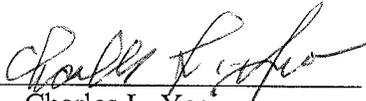
(d) Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

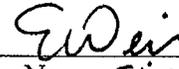
IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed effective on the date indicated above.

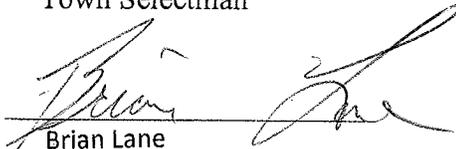
Town of Eastbrook

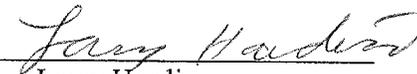
Blue Sky East, LLC

By: Maine Wind Holdings, LLC, its member

By: 
Charles L. Yeo.
Town Selectman

By: 
Name: Elizabeth Neir
Its: Assistant Secretary

By: 
Brian Lane
Town Selectman

By: 
Larry Hardison
Town Selectman

TANGIBLE BENEFIT AGREEMENT

This TANGIBLE BENEFIT AGREEMENT (the "Agreement") is made this 28 day of June, 2011 by and between the THE DOWNEAST SALMON FEDERATION INCORORATED, a Maine non-profit corporation ("DSF") with a mailing address of P.O. Box 201, Columbia Falls, ME 04623, and BLUE SKY EAST, 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. DSF 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") for a 34.2 megawatt ("MW"), 19 turbine wind energy project (the "Project"), to be located in Township 16 of the unorganized territory of Hancock County ("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 Land Use Regulation Commission ("LURC") requires, among other approval standards, that the Project provide significant "tangible benefits" to the host community in which the Project will be located in the form of a community benefits package;

WHEREAS, "tangible benefits" as defined by the Maine Statute, may include any donations for land and natural resource conservation;

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

WHEREAS, DSF has agreed that it will use each Annual Donation for land and natural resource conservation.

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 DSF in an amount equal to Twenty Thousand Dollars (\$20,000.00) (each an "Annual Donation" and collectively the "Annual Donations"). Payment 1 will be made within ninety (90) days of the date the Project reaches Commercial Operation (as defined below). Payments 2-20 will be made annually thereafter, on the anniversary of

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Commercial Operation. 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 LURC permit application for the Project, filed on or about November 23, 2010, including written confirmation of LURC's acceptance of this Agreement as, pursuant to the Maine Statute, a portion of the community benefits package for the Project.

(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 DSF a copy of such written notice, upon receipt by the Company.

(c) At the end of each year following Commercial Operation, the Annual Donation 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 the year of Commercial Operation as the base year.

2. Use of Annual Donations

(a) As a condition of DSF's receipt of each Annual Donation under this Agreement, DSF agrees to use the full amount of each Annual Donation to benefit and further land and natural resource conservation and water quality improvement efforts in and around Spectacle Pond, Narraguagus Lake, and the Narraguagus River Watershed, and/or the Tunk Stream and Molasses Pond Watersheds in Hancock and Washington Counties (the "Approved Uses").

(b) In the event that any use of all or any portion of any Annual Donation by DSF, 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 DSF in accordance with such governmental order or applicable regulations then in place.

(c) In the event that at any time it is determined by the Company, in its sole discretion, that DSF is using or has used all or any portion of an Annual Donation for any purpose other than an Approved Use, this Agreement shall be declared null and void and no further payments shall be made to DSF.

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 DSF has received each of the twenty (20) Annual Donations or (ii) the date that the Company gives notice to DSF of the Company's intent to decommission the Project (the "Decommissioning Notice").

Execution Version

(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. DSF Representations and Warranties

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

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

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

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

If to DSF:

The Downeast Salmon Federation Incorporated
P.O. Box 201
Columbia Falls, ME 04623
Facsimile: (207) 483-6057

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

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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, DSF agrees to indemnify the Company for any legal expenses incurred by the Company as a result of legal challenges by any person to the validity or administration of this Agreement.

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

[Signatures on following page.]

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[Signature Page to Tangible Benefit Agreement]

**The Downeast Salmon Federation
Incorporated**

By: Alan R. Kane
Name: Alan R. Kane
Its: President

Blue Sky East, LLC

By: Maine Wind Holdings, LLC, its member

By: Arthur J. Snell
Name: Arthur J. Snell
Its: Assistant Secretary