

Section 28. TANGIBLE BENEFITS

The tangible benefits of a wind energy project are defined as the environmental or economic improvements or benefits to residents of the state that are attributable to the construction, operation, and maintenance of that wind energy project (35-A M.R.S. § 3451(10)) and include, but are not limited to, the following:

- Property tax payments resulting from the development;
- Other payments to a host community, including, but not limited to, payments under a community benefit agreement;
- Construction-related payments;
- Local purchase of materials;
- Employment in construction, 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;
- Other comparable benefits.

There is no statutory requirement that wind energy projects provide benefits in each of the areas noted above, but rather that the collective benefits from such projects are significant (38 M.R.S. § 484(10)(C) and 35-A M.R.S. § 3454).

The statute sets forth five categories of benefits that permit applicants must address and document, which are: 1) the estimated jobs to be created statewide and in the host community or communities; 2) the estimated annual generation of wind energy; 3) the projected property tax payments; 4) a description of the community benefits package, including, but not limited to, community benefit agreement payments; and 5) any other tangible benefits to be provided by the project.

The Downeast Wind Project will provide significant tangible benefits to Maine workers and businesses, the State of Maine, Washington County, the Town of Columbia, and Maine electric ratepayers. The Project has a total capital investment of \$259,695,947. Further details about the significant tangible benefits provided by the Project are described in the following sections.

28.1. EMPLOYMENT BENEFITS

The Project will create new jobs and support additional indirect/induced jobs. Estimates of projected employment and associated earnings for the Project are included in the tables that follow.

The Project's indirect economic impacts have been estimated using the National Renewable Energy Laboratory's Jobs and Economic Development Impacts (JEDI) wind model.²¹ The JEDI

²¹ In the JEDI Model, economic multipliers derived from the Minnesota IMPLAN Group's IMPLAN accounting software and State data files capture the ripple effect of the Project development and on-Project Site labor impacts. The JEDI Model uses the Project's direct effects as inputs to estimate the indirect and multiplier effects. For example, the Project's salary expenditures result in an induced effect on the economy as workers spend their earnings on goods and services (e.g., dining at local restaurants), which consequently support jobs in sectors that contribute to other industries. (<https://www.nrel.gov/analysis/jedi/>)



model incorporates the Applicant’s estimates of the construction expenditures and wages, as paid throughout the anticipated construction period, to calculate estimated jobs, earnings, and output impacts. The Applicant customized the JEDI Model using inputs specific to the proposed Project. These Project-specific inputs include expenditures, wage rates, and percentage of spending that is local to Maine.

As shown in Table 28-1, the Project’s construction is anticipated to result in 638 jobs within the State of Maine. Of the jobs created, 164 will be direct hires to build the project, 321 will be created through turbine and supply chain impacts, and 152 will be created through induced impacts (economic effects generated by the spending of employees within the project’s supply chain). Earnings²² to workers in Maine during construction are projected to total \$46.8 million.

Throughout its operational life, the Project will directly employ 6 FTE workers, based on the Applicant’s evaluation. Earnings associated with these jobs is expected to be \$500,000, annually. The Project is expected to be in operation for 30 years, supporting direct earnings of approximately \$15.0 million in Maine in 2021 dollars.

Table 28-1. Employment Benefits, State of Maine

	Jobs	Earnings (\$million)
During construction period		
Project Development and Onsite Labor Impacts		
Construction and Interconnection Labor	159	\$24.2
Construction Related Services	5	\$0.4
Total Direct	164	\$24.6
Turbine and Supply Chain Impacts	321	\$15.1
Induced Impacts	152	\$7.1
Total Impacts	638	\$46.8
During operating years (annual)		
Onsite Labor Impacts	6	\$0.5
Local Revenue and Supply Chain Impacts	20	\$1.0
Induced Impacts	9	\$0.5
Total Impacts	35	\$1.9

²² Earnings refers to wage and salary compensation paid to workers. Earnings values are millions of dollars in year 2021 dollars. Construction and operating jobs are full-time equivalent for a period of one year (1 FTE = 2,080 hours).



28.2. ENERGY PRODUCTION BENEFITS

28.2.1. ANNUAL ENERGY PRODUCTION

The Downeast Wind Project will consist of 30 wind turbines, each capable of producing 4.2 MW of electricity. Annually, the Project is expected to generate 417 GWh or enough to power 38,026 average homes.²³

It is anticipated that the energy and renewable energy credits (RECs) from the Project will be sold under an agreement with a Maine utility. Downeast Wind has submitted a bid into the current Maine PUC Request for Proposals (RFP).

28.3. TAX PAYMENTS

28.3.1. CORPORATE INCOME TAX REVENUES

The Project expects to begin income tax payments to the State of Maine in 2037. Between 2037 and 2052, the Project expects to pay corporate income taxes totaling \$24.3 million. Payments are projected to average \$1.52 million per year.

28.3.2. TAX INCREMENT FINANCING (TIF)

The Applicant has executed 20-year Tax Increment Financing (TIF) agreements with the Town of Columbia and Washington County. The revenues to be realized by each taxing jurisdiction under those agreements are summarized in Table 28-2.

Table 28-2. Tax Increment Financing Payments, 2023-2042

Community	First Year Impact (2023)	Average Annual Impact (years 2-20)	Total Impact (20 years)
Town of Columbia Revenues	\$145,113	\$ 97,625	\$ 1,952,503
Washington County UT Revenues	\$223,437	\$150,318	\$ 3,006,357
Total	\$368,550	\$247,973	\$ 4,958,860

28.3.3. PROPERTY TAX PAYMENTS

Beginning in Year 21, after expiration of the TIF agreements, the Project will pay the town and the county additional property taxes. For the Town of Columbia, these revenues are expected to average \$150,156 per year for a total of \$1.5 million over 10 years. Washington County UT revenues are forecast to average \$231,188 annually, for a 10-year total of \$2.3 million. As shown

²³ This amount takes into account the Project net capacity factor, including any expected curtailment. "Homes powered" is calculated by multiplying the total *project capacity* by the project's *Net Capacity Factor* (a factor representing project efficiency), multiplying that by the *number of hours in a year*, and dividing the total by the average electricity used by each U.S. household in a year. Average annual U.S. household electricity is reported by the U.S. Energy Information Administration and was last updated in October 2020. (<https://www.eia.gov/tools/faqs/faq.php?id=97&t=3>)



in Table 28-3 below, total property tax revenues from 2043 through 2052 are forecast to exceed \$3.8 million. These property taxes will be available to fund local improvements and infrastructure, support education, and provide tax relief.

Table 28-3 below summarizes the anticipated property tax payments associated with the Project in 2021 dollars. These payments are based on current mil rates.

Table 28-3. Property Tax Payments, 2043-2052

Community	First Year Impact (2043)	Average Annual Impact	Cumulative Impact (10 years)
Town of Columbia Revenues	\$150,462	\$150,156	\$1,501,560
Washington County UT Revenues	\$231,673	\$231,188	\$2,311,880
Total	\$382,135	\$381,344	\$3,813,440

The Town of Columbia and Washington County’s UT will receive tax payments from two sources over the life of the Project: TIF payments, and property tax payments following expiration of the TIF. These payments are summarized in Table 28-4 below.

Table 28-4. Summary of Payments to Town of Columbia and Washington County UT, Nominal Dollars

Benefit	O&M Average Annual Impact	Cumulative Impact 2021\$
Town of Columbia Revenues		
Tax Incentive Financing (TIF), 2023-42	\$97,625	\$1,952,500
Property Taxes, 2043-52	\$150,146	\$1,501,460
<i>Total</i>	<i>\$97,625 (2023-42)</i> <i>\$150,146 (2043-52)</i>	<i>\$3,453,960</i>

Washington County Revenues		
Tax Incentive Financing (TIF), 2023-42	\$150,318	\$3,006,360
Property Taxes, 2043-52	\$231,188	\$2,311,880
<i>Total</i>	<i>\$150,318 (2023-42)</i> <i>\$231,188 (2043-52)</i>	<i>\$5,318,240</i>

As shown above, a total of nearly \$3.5 million in TIF and property tax payments to the town of Columbia are expected to be paid over the 30-year life of the Project. Payments over the first 20 years of the Project are anticipated to total \$2.0 million, with \$97,625 annually for the first 20 years and an estimated \$150,146 annually for 10 years thereafter.²⁴ These payments are equivalent to about \$715 annually per household in the town of Columbia.²⁵ The town's most recent audited financial report²⁶ indicates that property tax revenues in 2018 totaled \$807,035. The average annual payments projected to be generated by the Project represent roughly 14 percent of the town's 2018 revenues. While the Project cannot speculate on how its payments will impact town tax rates, the additional revenues from CBA payments, as discussed in Section 28.9, and TIF/property tax payments would provide the town with the opportunity to decrease the mil rate or undertake needed improvements or repairs at its discretion.

Washington County UT payments are expected to total \$5.3 million over the 30-year life of the Project. During the first 20 years of the Project, the Applicant anticipates making \$150,318 in payments annually to the Washington County UT. With these revenues, Washington County may choose to decrease its mil rate or to spend the additional revenues on community improvement programs.

28.3.4. SALES TAXES

The Project will generate sales taxes during both the construction phase and the operations and maintenance phase of the project. The JEDI model estimates that \$2.3 million in sales tax revenue will be generated during the construction of the Project. During the operations phase, an estimated \$38,600 will be generated, annually. Total sales tax revenues over the Project's 30-year life are anticipated to be \$1.2 million in 2021 dollars.

28.4. RATEPAYER BENEFITS

At any assumed level of demand, increasing power supply places a downward pressure on electricity rates. This is particularly true when adding new renewable generation that is priced competitively and not tied to increasing fuel costs. In a report prepared for the Maine PUC in 2012, London Economics International concluded that Maine ratepayers had realized an annual savings of \$4.5 million in reduced electricity prices due to the addition of 625 MW of new wind power generation.²⁷ More recently, the Maine PUC concluded that the realization of the New England Clean Energy Connect Project, which would deliver up to 1,200 MW of hydroelectric power from Hydro-Quebec to New England, would lower wholesale electricity rates and enhance system reliability for Maine's electricity consumers. The PUC quantified the energy price suppression effect of that project as having a nominal value to Maine of \$14-44 million, annually.²⁸

Though it is not possible to predict the impact Downeast Wind will have on local electricity rates without a complex third-party study like those described above, we can anticipate that the Project will exert downward pressure on rates, including those in the region, thereby benefitting local ratepayers.

²⁴ All calculations based on most recent tax assessment projections using best current available data.

²⁵ 2019 US Census ACS data projects there are 161 households in the town of Columbia.

²⁶ <https://www.maine.gov/audit/municipal/annual-audit-reports.html>

²⁷ <https://www.maine.gov/energy/pdf/RPS%20MPUC%20Final%20Report.pdf> p.19

²⁸ https://www.maine.gov/mpuc/about/annual_report/documents/2019AnnualReportFinalJan2020.pdf pp. 21-22.

28.5. AVOIDED EMISSIONS

Maine has long been recognized as a carbon sink—a geographic area where air quality is substantively degraded by emissions from fossil fuel combustion in other parts of the country, delivered to the region by prevailing winds and meteorological norms. Though Maine cannot control the emissions produced by other states, the carbon sink effect makes it critical for the state to limit its own emissions to the greatest extent possible.

Furthermore, Maine’s population is particularly vulnerable to poor air quality, making the state’s commitment to clean air even more urgent. Not only do Maine residents have the highest average age in the country, but the state also has the highest proportion of citizens over 65. The leading causes of death in Maine are heart disease and cancer, both of which have known correlations with poor air quality. Maine also has the highest rate of the adult asthma in the country by a wide margin (11.9% of Maine adults have adult asthma, compared to 7% percent of American adults).²⁹

Given these circumstances, reducing in-state emissions has become a key policy goal in Maine. In 2003 Maine passed an “Act to Provide Leadership in Addressing the Threat of Climate Change.” The law establishes ambitious targets for the reduction of greenhouse gasses (GHG) over time—beginning with a return to 1990 emissions levels by 2010 and a 10% reduction from those levels by 2020. In 2019, further legislation extended and refined these goals, adding a goal for a 45% reduction in GHG by 2030 and an 80% reduction by 2050. The 2019 law also established Maine’s Climate Council to monitor emissions, analyze trends, and provide science-driven policy recommendations regarding climate change and GHG emissions.³⁰

Maine’s climate legislation has been effective by all measures. An emphasis on efficiency and transitions from coal and oil to natural gas and renewables has brought about significant declines in GHG emissions. After reaching all-time highs in 2002 (5.88 million metric tons [MMT] of CO₂), CO₂ emissions from fossil fuel combustion in electric power generation were reduced by 83 percent by 2017 (1.03 MMT) to half of their 1990 levels (2.06 MMT). As of 2017, electric power accounts for 7% of Maine’s total GHG emissions and shows the sharpest and most consistent downward trend since 2002, as more zero-emissions renewable sources of power like wind and solar have come online.³¹ These early successes have leveraged yet more ambitious objectives and targets for the transition to clean energy, articulated in the recent *Maine Won’t Wait* report from the Maine Climate Council in December of 2020, which endorses an accelerated shift to 100% clean energy by 2050.

The Downeast Wind project will generate an additional 41.7 GWh of carbon-free energy annually, moving Maine’s generating base in a cleaner direction and helping the state achieve the more ambitious targets ahead. With GHG emissions reductions of 17.5% across sectors, Maine is in position to exceed its targets for 2020. The EPA’s AVERT tool³² projects that the Downeast Wind project will displace New England regional carbon and other pollutant emissions as follows in Table 28-5.

²⁹ Maine Department of Environmental Protection, Bureau of Air Quality. *Five Year Assessment of Maine’s Ambient Air Monitoring Network*, December 2015.

³⁰ Maine Department of Environmental Protection. 8th Biennial Report on Progress toward GHG Reduction Goals, January 2020.

³¹ MDEP, 8th Biennial Report on Progress toward GHG Reduction Goals, Figure 6 and Appendix B.

³² Calculated using EPA’s AVERT tool. <https://www.epa.gov/statelocalenergy/avoided-emissions-and-generation-tool-avert>

Table 28-5. Avoided Emissions

Pollutant	Quantity Avoided over 30 Years ¹
Carbon	6,874,500 tons
Nitrogen oxides (NOx)	2,353,500 pounds
Sulfur dioxide (SO ₂)	1,071,000 pounds
Particulates	365,400 pounds

¹Calculated using EPA's AVERT 3.0 tool and Apex proprietary data.
<https://www.epa.gov/statelocalenergy/avoided-emissions-and-generation-tool-avert>

Downeast Wind will contribute to the Maine Climate Council's ambitious objective to move Maine toward 100% clean energy future.

28.6. LOCAL PURCHASES OF MATERIALS FROM PROJECT CONSTRUCTION, OPERATION AND MAINTENANCE

Maine vendors and suppliers will provide many of the products and services required for the Project's construction.

Table 28-6. Purchase of Materials from Construction, State of Maine

Construction Materials	Spent in Maine
Construction (concrete rebar, equip, roads and site prep)	\$ 12,662,330.40
Electrical (drop cable, wire)	\$ 1,429,533.00
Development/Other Costs	\$ 10,256,385.40
Sales Tax (Materials & Equipment Purchases)	\$ 500,000.00
TOTAL CONSTRUCTION MATERIALS COST IN MAINE	\$ 24,848,248.80

Table 28-7. Annual Purchase of Materials during Project Operation and Maintenance, State of Maine

Construction Materials	Spent in Maine
Materials and Services	\$ 741,760.00
Sales Tax (Materials & Equipment Purchases)	\$ 38,610.00
Other	\$ 1,859,769.00
TOTAL O&M MATERIALS COST IN MAINE (ANNUAL)	\$ 2,640,139.00



28.7. TANGIBLE BENEFITS REPORTING

Downeast Wind will report annually to the Maine Department of Environmental Protection on the tangible benefits realized from the project. The first report will be due no later than March 31, following the first calendar year of operation and annually thereafter. The annual reports will include, at a minimum, the annual energy output and avoided emissions resulting from operation of the project during the prior year, payments made pursuant to Community Benefits Agreements, and property taxes and TIF payments. The first report will also include estimates on the tangible benefits realized from construction of the project.

28.8. PAYMENTS TO HOST COMMUNITY/COMMUNITY BENEFITS AGREEMENTS

The Applicant has entered into a Community Benefit Agreement (CBA) with the Town of Columbia and another CBA with Washington County. The CBAs include a one-time payment of \$280,000 to be made following start of commercial operation to the Town of Columbia and a similar \$500,000 payment to Washington County. Additionally, payments based on the number and capacity of the turbines installed in each jurisdiction will be made annually for 20 years. These payments will fund town and county improvements and infrastructure, property tax relief, and education. Copies of the CBAs with the Town of Columbia and Washington County are attached as Exhibit 28-1.

Table 28-8 below summarizes the CBA payments associated with the Project.

Table 28-8. Community Benefits Agreement Payments (20 years)

Community	Additional One-time Payment at Construction	Annual Payments (20 years)	Total Cumulative Payments
Town of Columbia Revenues	\$280,000	\$181,398	\$3,907,960
Washington Co. Revenues	\$500,000	\$328,440	\$7,068,800
Total CBA Payments	\$780,000	\$509,838	\$10,976,760

The Community Benefit Agreement packages consist of total payments of \$10,976,760, which equates to more than \$18,000 per turbine per year averaged over 20 years. This far exceeds the statutory minimum of \$4,000 per turbine per year.

28.9. OTHER TANGIBLE BENEFITS

Apex Clean Energy is committed to supporting its host communities and being good neighbors and active and engaged supporters of local business. Since its inception in 2013, Downeast Wind has participated in community events, created new events to support local causes, and supported local and regional non-profit organizations with direct donations and community grants.

Since 2015, Downeast Wind has organized and hosted the annual Clean Air Ball, a youth basketball tournament for kids in SAD 37. The Applicant has also made regular contributions to the Epping Volunteer Fire District in Columbia in the form of donations and support of their annual community dinner and other fundraisers. In the fall of 2020 Downeast Wind funded the District's



initiative to place automated external defibrillators (AEDs) in town offices in Columbia and Columbia Falls and an additional one for the use of the District itself. The Project has also made contributions to Downeast Community Hospital, Downeast Salmon Federation, and the Wild Blueberry Commission of Maine. A scholarship program has been established for local students who wish to enter the Wind Power Technology program at Northern Maine Community College. Downeast Wind is also a member of the Machias Bay Area Chamber of Commerce.

In the spring of 2020, Downeast Wind announced its Community Grant Program. An inaugural round of grants was awarded to Maine Seacoast Mission, the Beth Wright Cancer Resource Center, Downeast Equine and Large Animal Society, and Women for Healthy Rural Living. A subsequent round of grants in the fall of 2020 supported Washington County Community College, Sunrise Opportunities, Coastal Washington County Institute of Technology, and Project SHARE.

By engaging with community members early and often, Downeast Wind has tailored its public outreach efforts toward the community's specific concerns and priorities and has tried to remain responsive and accessible throughout the development process.



**EXHIBIT 28-1: TOWN OF COLUMBIA CREDIT ENHANCEMENT AGREEMENT AND
COMMUNITY BENEFIT AGREEMENT AND WASHINGTON COUNTY CREDIT
ENHANCEMENT AGREEMENT AND COMMUNITY BENEFIT AGREEMENT**

CREDIT ENHANCEMENT AGREEMENT

between

TOWN OF COLUMBIA, MAINE

and

DOWNEAST WIND LLC

DATED: *July 6*, 2020

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EXHIBITS

Exhibit A2, Sheet 1 Copy of Exhibit A2, Sheet 1 from Development Program – Map of Company Tract

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2020, between the Town of Columbia, Maine (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine, and Downeast Wind, LLC (the "Company"), a Delaware limited liability company registered to do business under the laws of the State of Maine.

WITNESSETH THAT

WHEREAS, the Town designated the Town of Columbia Downeast Wind Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the voters at a Special Town Meeting held on February 20, 2020 (the "Vote") and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and

WHEREAS, the Town anticipates the approval of the District and the Development Program by the Maine Department of Economic and Community Development ("DECD"); and

WHEREAS, at the Vote, the Town authorized the Select Board to execute and enter into the credit enhancement agreement contemplated by the Development Program with the Company in the name of and on behalf of the Town; and

WHEREAS, the Town and the Company desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

"Agreement" shall mean this Credit Enhancement Agreement between the Town and the Company dated as of the date set forth above, as such may be amended from time to time.

"Captured Assessed Value" means the amount, stated as a percentage, of the Increased Assessed Value of the Property that is retained in the District in each Tax Year during the term of the District, as specified in Section 2.3 hereof.

"Commissioner" means the Commissioner of the Department.

“Company” shall have the meaning given such term in the first paragraph hereto.

“Company Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund set aside for the Company as described as the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

“Current Assessed Value” means the then current assessed value of the Property as determined by the Town’s Board of Assessor as of April 1 of each Tax Year during the term of this Agreement.

“Department” means the Maine Department of Economic and Community Development.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Town of Columbia Downeast Wind Municipal Development and Tax Increment Financing District Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5227(3)(A). The Development Program Fund shall consist of a Project Cost Account with two subaccounts: the Town Project Cost Subaccount and the Company Project Cost Subaccount. If applicable, the Development Program Fund may also consist of a development sinking fund account that is pledged to and charged with the payment of the interest and principal as the interest and principal fall due and the necessary charges of paying interest and principal on any notes, bonds or other evidences of indebtedness that were issued to fund or refund the cost of the development program fund

“District” shall have the meaning given such term in the first recital hereto.

“Downeast Wind Project” means the design, planning, development, acquisition, construction, operation, maintenance and upgrades of and to the improvements within the Company Tract in the District, as described in the Development Program. The Downeast Wind Project also includes the design, planning and construction of improvements to that portion of the transmission corridor that is located within the District.

“Downeast Wind Tax Increment Revenues” means that portion of all real and personal property taxes assessed in any Tax Year by the Town, in excess of any state, county or special district tax, upon the Captured Assessed Value.

“Effective Date” means the date this Agreement was executed by the Company and the Town.

“Financial Plan” means the financial plan described in the “Financial Plan” Section of the Development Program.

“Fiscal Year” means January 1st to December 31st of each year or such other fiscal year as the Town may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value of the real and personal property in the District exceeds the Original Assessed Value of the Property. If the Current Assessed Value is less than or equal to the Original Assessed Value of the Property in any given Tax Year, there is no Increased Assessed Value in that Tax Year.

“Original Assessed Value” means \$128,436, the taxable assessed value of the Property as of March 31, 2019.

“Project Cost Account” means the project cost account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof.

“Property” means the real and personal property resulting from the Project that are located in the approximately 463-acre Town of Columbia Downeast Wind Development and Tax Increment Financing District and identified on Exhibit A.

“Property Tax” means any and all *ad valorem* real and personal property taxes levied, charged or assessed against real and personal property located in the District by the Town, or on its behalf.

“Retained Tax Increment Revenues” means that portion of the incremental property tax revenues from the Property to be retained by the Town pursuant to the terms of the Development Program.

“State” means the State of Maine.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the Town are due and payable from owners of property located within the Town, or are actually paid by or on behalf of the Company to the Town.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5222(18), as amended, to wit: April 1 to March 31.

“Town” shall have the meaning given such term in the first paragraph hereto.

“Town Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund set aside for the Town as described as the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

“Triggering Event” means the first Tax Year when the Increased Assessed Value of the District first equals at least 26 million dollars (\$26,000,000.00).

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II
DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date, or the date that DECD approves the Development Program, whichever date occurs later, the Town shall create and establish a segregated fund designated as the "Town of Columbia Downeast Wind Municipal Development and Tax Increment Financing District Program Fund" (hereinafter the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of two segregated accounts, a Sinking Fund Account and a Project Cost Account. The Project Cost Account is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1). The Project Cost Account shall contain two subaccounts designated as the "Company Project Cost Subaccount" and the "Town Project Cost Subaccount."

Section 2.2. Liens.

The Town shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Company Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Company hereunder in and to the amounts on deposit; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing with the Tax Year in which the Triggering Event falls and continuing thereafter for the next twenty (20) years to and including the Tax Year which includes the twentieth anniversary of the Triggering Event (collectively the "CEA Years"), the Town shall retain in the District one hundred percent (100%) the Increased Assessed Value as Captured Assessed Value.

(b) For each of the CEA Years, the Town shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Downeast Wind Tax Increment Revenues. The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B) and the Development Program. The Town shall allocate Downeast Wind Tax Increment Revenues so deposited in the Development Program Fund between the Company Project Cost Subaccount of the Project Cost Account, and the Town Project Cost Subaccount of the Project Cost Account as follows:

CEA Year(s)	Company Percentage	Town Percentage
1-20	70%	30%

Tax Increment Revenues allocated to the Town will be deposited into the Town Project Cost Subaccount of the Project Cost Account for use by the Town to fund the cost of Town projects as described in the Development Program.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Company Project Cost Subaccount shall in all cases be used and applied to fund fully the Town's payment obligations to Company described in Articles II and III hereof.

Section 2.5. Monies Held in Segregated Account.

All monies required to be deposited with or paid into the Company Project Cost Subaccount under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the Town for the benefit of the Company.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Company Payments.

(a) The Town agrees to pay Company, within thirty (30) days following each Tax Payment Date, all amounts then on deposit in the Company Project Cost Subaccount. The obligation of the Town to make such payments shall be a limited obligation payable solely out of monies actually on deposit in or available from Tax Increment Revenues for deposit to the Company Project Cost Subaccount and shall not constitute a general debt or obligation on the part of the Town or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine or any political subdivision thereof.

(b) If, with respect to any Tax Payment Date, any portion of the property taxes assessed against the Property remain unpaid, because of a valuation dispute or otherwise, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall constitute payment of Property Taxes with respect to the Increased Assessed Value, to be applied first to payment in full of the applicable Town percent share of the Retained Tax Increment Revenues for the year concerned and deposited into the Town Project Cost Subaccount in accordance with Article II hereof; and third, to the extent of funds remaining, to payment of the Company's share of the Retained Tax Increment Revenues for the year concerned, to be deposited into the Company Project Cost Subaccount.

Section 3.2. Failure to Make Payment.

(a) In the event the Town should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Company Project Cost Subaccount is insufficient to reimburse the Company for the full amount due to the Company under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Company shall have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit Downeast Wind Tax Increment Revenues to the Company Project Cost Subaccount and its obligation to make payment out of the Company Project Cost Subaccount to the Company.

(b) Any payment from the Town to the Company not paid within thirty (30) days following the applicable Tax Payment Date as specified in Section 3.1 above shall be subject to payment of interest by the Town at the same rate applicable to refunds of abated property taxes. The provision in this section 3.2(b) of an interest rate on late payments by the Town shall not limit Company's right under section 5.2 below to collect or require immediate payment of past due Town payments.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Company at the address specified in Section 8.7 hereof in the manner provided hereinabove for the Company's own use and benefit by check drawn on the Town.

Section 3.4. Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the Obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the Town shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal. The Town hereby acknowledges that the Company has the right to enforce the contractual obligations of the Town under this Agreement and that the governmental immunity of the Town does not apply to actions to enforce its contractual obligations; provided however, that nothing herein shall constitute a waiver of the Town's tort immunity or any other governmental immunities.

Section 3.5. Limited Obligation.

The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from Downeast Wind Tax Increment Revenues pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Company hereunder, whether or not actually deposited into the Company Project Cost Subaccount in the Development Program Fund.

This Agreement shall not directly, indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the Town's obligation to levy property taxes upon the Downeast Wind Project and the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE

Section 4.1. Pledge of Company Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Company by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby pledge to the Company the Company Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein.

Section 4.2. Perfection of Interest.

(a) To the extent deemed necessary or desirable by the Company, the Town will at such time and from time to time as requested by Company establish the Company Project Cost Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Company so as to perfect Company's interest therein. The cost of establishing and monitoring such a fund shall be borne exclusively by the Company. In the event such a fund is established under the control of a trustee or fiduciary the Town shall cooperate with the Company in causing appropriate financing statements and continuation statements naming the Company as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event the Company requires the establishment of a segregated fund in accordance with this Section 4.2, the Town's responsibility shall be limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by the Company. The Town and the Company will negotiate an escrow agreement mutually agreeable to both parties.

Section 4.3. Further Instruments.

The Town shall, upon the reasonable request of the Company, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the Town.

Section 4.4. No Disposition of Company Project Cost Subaccount.

Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Company Project Cost Subaccount and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of the Town relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Company Project Cost Subaccount shall at all reasonable times, upon reasonable notice, be open to inspection by the Company, its agents, and employees.

**ARTICLE V
DEFAULTS AND REMEDIES**

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

- (a) Any failure by the Town to pay any amounts due to Company when the same shall become due and payable;
- (b) Any failure by the Town to make deposits into the Company Project Cost Subaccount as and when due;
- (c) Any failure by the Town or the Company to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Company to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Town's affairs shall have been entered against the Town or the Town shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Town or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Town or the failure by the Town to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Town.

Section 5.2. Remedies on Default.

Subject to the provisions of section 8.12 below concerning dispute resolution, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, for a period of fifteen (15) days after a party's receipt from the other party of written notice of an Event of Default by the party, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder.

Section 5.3. Remedies Cumulative.

Subject to the provisions of section 8.12 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

**ARTICLE VI
EFFECTIVE DATE, TERM AND TERMINATION**

Section 6.1. Effective Date and Term.

This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire upon the sooner of June 30, 2050, or the payment of all amounts due to the Company hereunder and the performance of all obligations on the part of the Town hereunder or upon any earlier termination as provided in this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and the Company shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

**ARTICLE VII
ASSIGNMENT AND PLEDGE OF COMPANY'S INTEREST**

Section 7.1. Consent to Pledge and/or Assignment.

The Town hereby acknowledges that the Company may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Downeast Wind Project, although no obligation is hereby imposed on the Company to make such assignment or pledge. Recognizing this possibility, the Town does hereby consent and agree to the pledge and assignment of all the Company's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Company hereunder, to third parties as collateral or security for financing the Development Program, on one or more occasions during the term hereof. The Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The Town agrees to execute and deliver any other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as the Company or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein.

Section 7.2. Pledge, Assignment or Security Interest.

Except as provided in Section 7.1 hereof, and except for the purpose of securing financing for the Downeast Wind Project or for an assignment to a successor entity or an affiliate entity, the Company shall not transfer or assign any portion of its rights in, to and under this Agreement without the consent of the Town, which consent shall not be unreasonably withheld.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the Town or the Company, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and the Company any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Company.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the Town.

No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual capacity, and neither the individual members of the Board of Selectmen nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the Town or the Company pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:

Town of Columbia
106 Epping Road
Columbia, Maine 04623

With a copy to:

Rudman Winchell
84 Harlow Street
PO Box 1401
Bangor, ME 04402-1401
Attn: Stephen W. Wagner, Esq.

If to the Company:

Downeast Wind, LLC
c/o Apex Clean Energy Holdings, LLC, 310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Paul Williamson

With a copy to:

Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029
Attn: Philip Saucier, Esq.

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the written consent of both of the parties hereto.

Section 8.9. Reserved.

Section 8.10. Benefit of Assignees or Pledges.

The Town agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for the Downeast Wind Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Company's right, title and interest herein.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Company relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it ("Dispute"), the parties hereto will work in good faith and use all reasonable efforts to resolve the Dispute on an amicable basis. If the Dispute is not resolved on that basis within 30 days after one party first brings the Dispute to the attention of the other party, then the Dispute must be

resolved in accordance with the remaining provisions of this section. First, the Dispute must be submitted to non-binding mediation in the State of Maine before a neutral mediator mutually agreeable to the parties, or if the parties cannot agree on the mediator, before a neutral mediator appointed by the American Arbitration Association on petition of either party. Either party may elect to initiate the mediation process after the expiration of the 30-day period described above. Mediation shall take place in Bangor, Maine, or such other location as mutually agreed by the parties. Each party shall bear its own costs in connection with the mediation, and the parties shall equally share the costs of the mediator. If the mediation does not result in settlement of the Dispute within 30 days after the initial mediation conference, then the Dispute shall be resolved by binding arbitration, and the parties acknowledge that arbitration in accordance with this section shall be the sole mechanism for resolution of the Dispute if discussions between the parties and mediation fail to resolve the dispute.

To initiate arbitration, one party shall submit to the other party a written demand for arbitration. One neutral arbitrator (the "Arbitrator") shall be selected by mutual agreement of the parties within fourteen (14) days from the date the written demand for arbitration is given by a party; provided, however, if such mutual agreement is not reached within such time frame, the arbitrator will be selected by the American Arbitration Association on petition of either party. The arbitration shall be conducted in accordance with the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Bangor, Maine, or such other location as mutually agreed by the parties. Notwithstanding the preceding provisions of this section or any other terms in this Agreement to the contrary, either party may seek preliminary or permanent injunctive relief from any court of competent jurisdiction (which court will have exclusive jurisdiction over the request for relief notwithstanding the Dispute resolution provisions of this section) pending the resolution of any Dispute under the terms of this section.

Section 8.13. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Company. Without limiting the foregoing, the Town and the Company shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Company's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The Town and the Company hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Company's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

IN WITNESS WHEREOF, the Town and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

TOWN OF COLUMBIA

By: Kevin O. Young
Name: _____
Town Select Board Member

By: Harry M. Beal Jr
Name: _____
Town Select Board Member

By: _____
Name: _____
Town Select Board Member

DOWNEAST WIND, LLC

a Delaware Limited Liability Company
By Apex GCL, LLC, its Sole Member
By Apex Clean Energy Holdings, LLC, its Manager

By: Ken Young
Name: Ken Young
Its: COO

COMMUNITY BENEFIT AGREEMENT

This COMMUNITY BENEFIT AGREEMENT (the "Agreement") is made this ___ day of February, 2020 by and between the Town of Columbia, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the "Town") with a mailing address of 106 Epping Road, Columbia, Maine 04623, and Downeast Wind, LLC (the "Company"), a Delaware limited liability company qualified to do business in Maine. The Town and the Company are referred to herein each as "Party" and collectively as the "Parties."

RECITALS

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

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

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

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

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

WHEREAS, the Parties agree and acknowledge that the Annual Contribution shall not influence or have any bearing whatsoever on the Town's review of any application of the Company for any Permit or any other decision the Town may have occasion to make relative to the Project.

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

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

(a) Annual Contribution Payments: The Company shall make twenty (20) annual payments (each an “Annual Contribution” and collectively, the “Annual Contributions”) to the Town in an amount equal to Six Thousand One Hundred and Seventy Dollars (\$6,170) per megawatt of actual installed generating capacity of the Project located within the Town of Columbia Downeast Wind Municipal Development and Tax Increment Financing District. Each Annual Contribution may be allocated for: (i) an annual scholarship fund for Town residents to use for vocational technical training, college education, and/or higher degree programs; (ii) Town improvements and infrastructure; and (iii) property tax relief. Payment 1 will also include a one-time payment of Two Hundred Fifty Thousand Dollars (\$250,000) to the Town to be used for salt shed related infrastructure costs. Payment 1 will also include a one-time payment of Thirty Thousand Dollars (\$30,000) to the Town to be used for a grant to the Pleasant River Ambulance Service. Payment 1 will be made on the date one hundred eighty (180) days following the date the Project reaches Commercial Operation, as defined below. Payments 2-20 will be made annually thereafter, on the anniversary of the Commercial Operation date. Notwithstanding anything to the contrary contained herein, the Company’s obligations hereunder, including but not limited to the obligation to make the Annual Contributions, are conditioned on the Company receiving a DEP permit authorizing the Company to build and operate the Project.

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

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

2. Use of Annual Contribution

(a) As a condition of the Town’s receipt of the Annual Contributions under this Agreement, the Town agrees to use each Annual Contribution for public purposes, including, but not limited to, for economic and workforce development projects, land and natural resource conservation, and other infrastructure and capital investment programs (the “Approved Uses”).

(b) In the event that any use of the Annual Contributions by the Town, as described in subsection (a) above or otherwise, is declared by a court of competent jurisdiction to constitute an improper or unauthorized expenditure of Town funds under the Maine Statute or otherwise, the full amount of the Annual Contributions shall be used

by the Town in accordance with such court order or other applicable laws or regulations then in place.

3. Term

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

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

Downeast Wind, LLC
c/o Apex Clean Energy Holdings, LLC
310 4th Street NW, Suite 300
Charlottesville, VA 22902
Attn: Paul Williamson

With a copy to:
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029
Attn: Philip Saucier, Esq.

If to the Town:

Town of Columbia
106 Epping Road
Columbia, Maine 04623

With a copy to:

Rudman Winchell
84 Harlow Street
PO Box 1401
Bangor, ME 04402-1401
Attn: Stephen Wagner, Esq.

Either party may change the name(s) and or address(es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

10. Miscellaneous

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

(b) Severability: In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

(c) Headings and Construction: The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or

be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

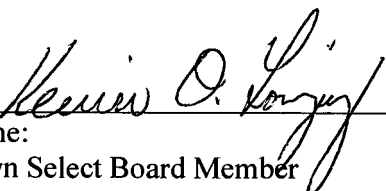
(d) Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

11. Indemnification

As a further condition of this Agreement, the Town agrees to indemnify the Company for any legal expenses incurred by the Company as a result of legal challenges by any person other than the Company, the Company's successors or assigns, or the Town to the validity or administration of this Agreement. This indemnification provision is not intended to apply, and shall not be construed or interpreted to apply, as to any claims by the Town against the Company or the Company's successors or assigns for breach of this Agreement or for other causes of action that may arise under or relate to this Agreement.

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

TOWN OF COLUMBIA

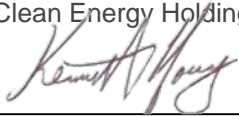
By: 
Name: _____
Town Select Board Member

By: 
Name: _____
Town Select Board Member

By: _____
Name: _____
Town Select Board Member

DOWNEAST WIND, LLC

By Apex GCL, LLC, its Sole Member
By Apex Clean Energy Holdings, LLC, its Manager

By: 
Name: Ken Young
Its: COO

CREDIT ENHANCEMENT AGREEMENT

between

WASHINGTON COUNTY, MAINE

and

DOWNEAST WIND, LLC

DATED: June 30, 2020

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EXHIBITS

Exhibit A2, Sheet 1 Copy of Exhibit A2, Sheet 1 from Development Program – Map of Company Tract

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2020, between Washington County, Maine (the "County"), a political subdivision of the State of Maine, and Downeast Wind, LLC (the "Company"), a Delaware limited liability company registered to do business under the laws of the State of Maine.

WITNESSETH THAT

WHEREAS, the County designated the Washington County Downeast Wind Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the County Commissioners at a County Commissioners Meeting held on February 13, 2020 (the "Vote") and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and

WHEREAS, the County anticipates the approval of the District and the Development Program by the Maine Department of Economic and Community Development ("DECD"); and

WHEREAS, at the Vote, the County Commissioners also approved the credit enhancement agreement contemplated by the Development Program with the Company in the name of and on behalf of the County; and

WHEREAS, the County and the Company desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

"Agreement" shall mean this Credit Enhancement Agreement between the County and the Company dated as of the date set forth above, as such may be amended from time to time.

"Captured Assessed Value" means the amount, stated as a percentage, of the Increased Assessed Value of the Property that is retained in the District in each Tax Year during the term of the District, as specified in Section 2.3 hereof.

"Commissioner" means the Commissioner of the Department.

“Company” shall have the meaning given such term in the first paragraph hereto.

“Company Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund set aside for the Company as described as the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

“County” shall have the meaning given such term in the first paragraph hereto.

“County Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund set aside for the County as described as the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

“Current Assessed Value” means the then current assessed value of the Property as determined by the State Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

“Department” means the Maine Department of Economic and Community Development.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Washington County Downeast Wind Municipal Development and Tax Increment Financing District Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5227(3)(A). The Development Program Fund shall consist of a Project Cost Account with two subaccounts: the County Project Cost Subaccount and the Company Project Cost Subaccount.

“District” shall have the meaning given such term in the first recital hereto.

“Downeast Wind Project” means the design, planning, development, acquisition, construction, operation, maintenance and upgrades of and to the improvements within the Company Tract in the District, as described in the Development Program. The Downeast Wind Project also includes the design, planning and construction of improvements to that portion of the transmission corridor that is located within the District.

“Downeast Wind Tax Increment Revenues” means that portion of all real and personal property taxes assessed in any Tax Year by Maine Revenue Services, in excess of any state, county or special district tax, upon the Captured Assessed Value.

“Effective Date” means the date this Agreement was executed by the Company and the County.

“Financial Plan” means the financial plan described in the “Financial Plan” Section of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the County may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value of the real and personal property in the District exceeds the Original Assessed Value of the Property. If the Current Assessed Value is less than or equal to the Original Assessed Value of the Property in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means \$8,119,273, the taxable assessed value of the Property as of March 31, 2019 (April 1, 2018).

“Project Cost Account” means the project cost account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof.

“Property” means the real and personal property resulting from the Project that are located in the approximately 13,210-acre Washington County Downeast Wind Development and Tax Increment Financing District and identified on Exhibit A.

“Property Tax” means any and all *ad valorem* real and personal property taxes levied, charged or assessed against real and personal property located in the District by Maine Revenue Services, or on its behalf.

“Retained Tax Increment Revenues” means that portion of the incremental property tax revenues from the Property to be retained by the County pursuant to the terms of the Development Program.

“State” means the State of Maine.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by Maine Revenue Services are due and payable from owners of property located within the Unorganized Territories of the County, or are actually paid by or on behalf of the Company to the State.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5222(18), as amended, to wit: April 1 to March 31.

“Triggering Event” means the first Tax Year when the Increased Assessed Value of the District first equals at least seventy million dollars (\$70,000,000.00).

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

- (a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.
- (b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.
- (c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.
- (d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- (e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.
- (f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.
- (g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II
DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date or the date that DECD approves the Development Program, whichever date occurs later, the County shall create and establish a segregated fund designated as the "Washington County Downeast Wind Municipal Development and Tax Increment Financing District Program Fund" (hereinafter the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of two segregated accounts, a Sinking Fund Account and a Project Cost Account. The Project Cost Account is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1). The Project Cost Account shall include contain two subaccounts designated as the "Company Project Cost Subaccount" and the "County Project Cost Subaccount."

Section 2.2. Liens.

The County shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Company Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Company hereunder in and to the amounts on deposit; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing with the Tax Year in which the Triggering Event falls and continuing thereafter for the next twenty (20) years to and including the Tax Year which includes the twentieth anniversary of the Triggering Event (collectively the "CEA Years"), the County shall retain in the District one hundred percent (100%) the Increased Assessed Value as Captured Assessed Value.

(b) For each of the CEA Years, the County shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Downeast Wind Tax Increment Revenues. The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B) and the Development Program. The County shall allocate Downeast Wind Tax Increment Revenues so deposited in the Development Program Fund between the Company Project Cost Subaccount of the Project Cost Account, and the County Project Cost Subaccount of the Project Cost Account as follows:

CEA Year(s)	Company Percentage	County Percentage
1-20	70%	30%

Downeast Wind Tax Increment Revenues allocated to the County will be deposited into the County Project Cost Subaccount of the Project Cost Account for use by the County to fund the cost of County projects as described in the Development Program.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Company Project Cost Subaccount shall in all cases be used and applied to fund fully the County's payment obligations to Company described in Articles II and III hereof.

Section 2.5. Monies Held in Segregated Account.

All monies required to be deposited with or paid into the Company Project Cost Subaccount under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the County for the benefit of the Company.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Company Payments.

(a) The County agrees to pay Company, within thirty (30) days following each Tax Payment Date, all amounts then on deposit in the Company Project Cost Subaccount. The obligation of the County to make such payments shall be a limited obligation payable solely out of monies actually on deposit in or available from Tax Increment Revenues for deposit to the Company Project Cost Subaccount and shall not constitute a general debt or obligation on the part of the County or a general obligation or charge against or pledge of the faith and credit or taxing power of the County, the State of Maine or any political subdivision thereof.

(b) If, with respect to any Tax Payment Date, any portion of the property taxes assessed against the Property remain unpaid, because of a valuation dispute or otherwise, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall constitute payment of Property Taxes with respect to the Increased Assessed Value, to be applied first to payment in full of the applicable County percent share of the Retained Tax Increment Revenues for the year concerned and deposited into the County Project Cost Subaccount in accordance with Article II hereof; and third, to the extent of funds remaining, to payment of the Company's share of the

Retained Tax Increment Revenues for the year concerned, to be deposited into the Company Project Cost Subaccount.

Section 3.2. Failure to Make Payment.

(a) In the event the County should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Company Project Cost Subaccount is insufficient to reimburse the Company for the full amount due to the Company under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the County, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Company shall have the right to initiate and maintain an action to specifically enforce the County's obligations hereunder, including without limitation, the County's obligation to deposit Downeast Wind Tax Increment Revenues to the Company Project Cost Subaccount and its obligation to make payment out of the Company Project Cost Subaccount to the Company.

(b) Any payment from the County to the Company not paid within thirty (30) days following the applicable Tax Payment Date as specified in Section 3.1 above shall be subject to payment of interest by the County at the same rate applicable to refunds of abated property taxes. The provision in this section 3.2(b) of an interest rate on late payments by the County shall not limit Company's right under section 5.2 below to collect or require immediate payment of past due County payments.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Company at the address specified in Section 8.7 hereof in the manner provided hereinabove for the Company's own use and benefit by check drawn on the County.

Section 3.4. Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the Obligations of the County to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the County shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal. The County hereby acknowledges that the Company has the right to enforce the contractual obligations of the Town under this Agreement and that the governmental immunity of the County does not apply to actions to enforce its contractual obligations; provided however, that nothing herein shall constitute a waiver of the Town's tort immunity or any other governmental immunities.

Section 3.5. Limited Obligation.

The County's obligations of payment hereunder shall be limited obligations of the County payable solely from Downeast Wind Tax Increment Revenues pledged therefor under this Agreement. The County's obligations hereunder shall not constitute a general debt or a general

obligation or charge against or pledge of the faith and credit or taxing power of the County, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Downeast Wind Tax Increment Revenues payable to Company hereunder, whether or not actually deposited into the Company Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the County, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the County's obligation to levy property taxes upon the Downeast Wind Project and the pledge of the Downeast Wind Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE

Section 4.1. Pledge of Company Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Company by the County, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the County's covenants and agreements contained herein, the County does hereby pledge to the Company the Company Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein.

Section 4.2. Perfection of Interest.

(a) To the extent deemed necessary or desirable by the Company, the County will at such time and from time to time as requested by Company establish the Company Project Cost Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Company so as to perfect Company's interest therein. The cost of establishing and monitoring such a fund shall be borne exclusively by the Company. In the event such a fund is established under the control of a trustee or fiduciary the County shall cooperate with the Company in causing appropriate financing statements and continuation statements naming the Company as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event the Company requires the establishment of a segregated fund in accordance with this Section 4.2, the County's responsibility shall be limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by the Company. The County and the Company will negotiate an escrow agreement mutually agreeable to both parties.

Section 4.3. Further Instruments.

The County shall, upon the reasonable request of the Company, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the County.

Section 4.4. No Disposition of Company Project Cost Subaccount.

Except as permitted hereunder, the County shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Company Project Cost Subaccount and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of the County relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Company Project Cost Subaccount shall at all reasonable times be open to inspection by the Company, its agents and employees.

**ARTICLE V
DEFAULTS AND REMEDIES**

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

- (a) Any failure by the County to pay any amounts due to Company when the same shall become due and payable;
- (b) Any failure by the County to make deposits into the Company Project Cost Subaccount as and when due;
- (c) Any failure by the County or the Company to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the County or Company to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the County’s affairs shall have been entered against the County or the County shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the County or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in

bankruptcy by the County or the failure by the County to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the County.

Section 5.2. Remedies on Default.

Subject to the provisions of section 8.12 below concerning dispute resolution, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, for a period of fifteen (15) days after a party's receipt from the other party of written notice of an Event of Default by the party, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder.

Section 5.3. Remedies Cumulative.

Subject to the provisions of section 8.12 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

**ARTICLE VI
EFFECTIVE DATE, TERM AND TERMINATION**

Section 6.1. Effective Date and Term.

This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire upon the sooner of June 30, 2046, or the payment of all amounts due to the Company hereunder and the performance of all obligations on the part of the Town hereunder or upon any earlier termination as provided in this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the County and the Company shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

**ARTICLE VII
ASSIGNMENT AND PLEDGE OF COMPANY'S INTEREST**

Section 7.1. Consent to Pledge and/or Assignment.

The County hereby acknowledges that the Company may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Downeast Wind Project, although no obligation is hereby imposed on the Company to make such assignment or pledge. Recognizing this possibility, the County does hereby consent and agree to the pledge and assignment of all the Company's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Company hereunder, to third parties as collateral or security for financing the Development Program, on one or more occasions during the term hereof. The County agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The County agrees to execute and deliver any other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as the Company or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein.

Section 7.2. Pledge, Assignment or Security Interest.

Except as provided in Section 7.1 hereof, and except for the purpose of securing financing for the Downeast Wind Project or for an assignment to a successor entity or an affiliate entity, the Company shall not transfer or assign any portion of its rights in, to and under this Agreement without the consent of the County, which consent shall not be unreasonably withheld.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the County or the Company, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the County and the Company any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the County and the Company.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the County.

No covenant, stipulation, obligation or agreement of the County contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the County in his or her individual capacity, and neither the individual members of the County Commissioners of the County nor any official, officer, employee or agent of the County shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the County or the Company pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the County:

County of Washington
P.O. Box 297
85 Court Street

Machias, ME 04654

With a copy to:

Rudman Winchell
84 Harlow Street
PO Box 1401
Bangor, ME 04402-1401
Attn: Stephen W. Wagner, Esq.

If to the Company:

Downeast Wind, LLC
c/o Apex Clean Energy Holdings, LLC
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Paul Williamson

With a copy to:

Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029
Attn: Philip Saucier, Esq.

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the written consent of both of the parties hereto.

Section 8.9. Reserved.

Section 8.10. Benefit of Assignees or Pledges.

The County agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for the Downeast Wind Project and accordingly all covenants and agreements on the part of the County as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Company's right, title and interest herein.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the County and the Company relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it ("Dispute"), the parties hereto will work in good faith and use all reasonable efforts to resolve the Dispute on an amicable basis. If the Dispute is not resolved on that basis within 30 days after one party first brings the Dispute to the attention of the other party, then the Dispute must be resolved in accordance with the remaining provisions of this section. First, the Dispute must be submitted to non-binding mediation in the State of Maine before a neutral mediator mutually agreeable to the parties, or if the parties cannot agree on the mediator, before a neutral mediator appointed by the American Arbitration Association on petition of either party. Either party may elect to initiate the mediation process after the expiration of the 30-day period described above. Mediation shall take place in Bangor, Maine, or such other location as mutually agreed by the parties. Each party shall bear its own costs in connection with the mediation, and the parties shall equally share the costs of the mediator. If the mediation does not result in settlement of the Dispute within 30 days after the initial mediation conference, then the Dispute shall be resolved by binding arbitration, and the parties acknowledge that arbitration in accordance with this section shall be the sole mechanism for resolution of the Dispute if discussions between the parties and mediation fail to resolve the dispute.

To initiate arbitration, one party shall submit to the other party a written demand for arbitration. One neutral arbitrator (the "Arbitrator") shall be selected by mutual agreement of the parties within fourteen (14) days from the date the written demand for arbitration is given by a party; provided, however, if such mutual agreement is not reached within such time frame, the arbitrator will be selected by the American Arbitration Association on petition of either party. The arbitration shall be conducted in accordance with the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Bangor, Maine, or such other location as mutually agreed by the parties. Notwithstanding the preceding provisions of this section or any other terms in this Agreement to the contrary, either party may seek preliminary or permanent injunctive relief from any court of competent jurisdiction (which court will have exclusive jurisdiction over the request for relief notwithstanding the Dispute resolution provisions of this section) pending the resolution of any Dispute under the terms of this section.

Section 8.13. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the County, by entering into this Agreement, is not excusing any non-payment of taxes by Company. Without limiting the

foregoing, the County and the Company shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Company's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The County and the Company hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Company's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

IN WITNESS WHEREOF, the County and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WASHINGTON COUNTY

By: 
Name: Betsy Fitzgerald
County Manager

DOWNEAST WIND, LLC

a Delaware Limited Liability Company

By Apex GCL, LLC, its Sole Member

By Apex Clean Energy Holdings, LLC, it's Manager



Name: Ken Young

Title: COO

COMMUNITY BENEFIT AGREEMENT

30th This COMMUNITY BENEFIT AGREEMENT (the "Agreement") is made this day of June, 2020, by and between Washington County, Maine, a political subdivision of the State Maine ("Washington County") with a mailing address of 85 Court Street, Machias, Maine 04654, and Downeast Wind, LLC (the "Company"), a Delaware limited liability company qualified to do business in Maine. Washington 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 a commercial grid-scale wind energy project (the "Project"), to be located within the unorganized territories of Washington County, Maine and the Town of Columbia, Maine;

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

WHEREAS, "tangible benefits" as defined by the Maine Statute, may include a community benefit agreement between Washington County and the Company that provides for payments to Washington 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, the Company has determined it to be appropriate, and has voluntarily agreed, to provide an Annual Contribution (as hereinafter defined) to Washington County for a term of years described herein, such Annual Contribution to fit the meaning of "tangible benefits" under the Maine Statute;

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

WHEREAS, the Parties agree and acknowledge that the Annual Contribution shall not influence or have any bearing whatsoever on Washington County's review of any application of the Company for any Permit or any other decision Washington 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 Washington County in an amount equal to Three Thousand Four Hundred Dollars (\$3,400) per megawatt of maximum nameplate capacity of the Project located within the Washington County Downeast Wind Municipal Development and Tax Increment Financing District. "Maximum nameplate capacity" shall mean the total maximum nameplate capacity of all turbines installed within the Washington County Downeast Wind Municipal Development and Tax Increment Financing District, without regard to whether (a) any or all of the turbines have been "converter-limited" or de-rated, (b) the Company's total megawatt generation for the Project is limited or restricted due to contractual agreements or restrictions between the Company, Emera Maine, and/or ISO New England, Inc., or their successors and assigns, or (c) actual or average megawatts generated by said turbines is, for whatever reason, less than the total maximum nameplate capacity. Each Annual Contribution will be allocated as follows: (i) Fifty Thousand Dollars (\$50,000) for an annual scholarship fund for Washington County Residents for vocational training and college education; (ii) Seventy-five Thousand Dollars (\$75,000) for a Washington County Small Business Revolving Loan Fund; (iii) One Hundred Thirteen Thousand Four Hundred Forty Dollars (\$113,440) for Washington County administration and for health, infrastructure, and improvements; (iv) Fifty Thousand Dollars (\$50,000) for Emergency and Rescue Capital Investment Fund; (v) Twenty Thousand Dollars (\$20,000) for Washington County Health and Emergency Services; and (vi) Twenty Thousand Dollars (\$20,000) for watershed management and infrastructure projects. Payment 1 will also include a one-time payment of One Hundred Fifty Thousand Dollars (\$150,000) to Washington County to be used for the new technical vocational training center to be established at Four Corners in Columbia, Maine. Payment 1 will also include a one-time payment of Three Hundred Fifty Thousand Dollars (\$350,000) to Washington County to be used for lakeshore improvements on Schoodic Lake. Payment 1 will be made on the date one hundred eighty (180) days following the date the Project reaches Commercial Operation, as defined below. Payments 2-20 will be made annually thereafter, on the anniversary of the Commercial Operation date. Notwithstanding anything to the contrary contained herein, the Company's obligations hereunder, including but not limited to the obligation to make the Annual Contributions, are conditioned on the Company receiving a DEP permit authorizing the Company to build and operate the Project.

(b) Commercial Operation: For the purposes of this Agreement, "Commercial Operation" shall mean the date certain set forth in a notice to Emera Maine 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 Washington County a copy of such written notice, upon issuance by the Company.

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

2. Use of Annual Contribution

(a) As a condition of Washington County's receipt of the Annual Contributions under this Agreement, Washington County agrees to use each Annual Contribution for public purposes, including, but not limited to, for economic and workforce development projects, land and natural resource conservation, and other infrastructure and capital investment programs (the "Approved Uses").

(b) In the event that any use of the Annual Contributions by Washington 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 Town funds under the Maine Statute or otherwise, the full amount of the Annual Contributions shall be used by Washington 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 Washington County has received each of the twenty (20) contributions comprising the Annual Contribution or (ii) the date that the Company gives notice to Washington 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 Washington 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 Washington County that it has complied with the requirements of the Natural Resource Protection Act and Site Location of Development permit issued by the DEP relating to decommissioning of the Project.

(b) Prior to any sale or transfer of the majority of the assets of Project in a single transaction or series of related transactions, 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 such assets 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

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

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

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

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

Downeast Wind, LLC
c/o Apex Clean Energy Holdings, LLC
310 4th Street NW, Suite 300
Charlottesville, VA 22902
Attn: Paul Williamson

With a copy to:
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029
Attn: Philip Saucier, Esq.

If to Washington County:

Washington County Commissioners
85 Court Street
Machias, Maine 04654
Attn: Betsy Fitzgerald

With a copy to:

Rudman Winchell
84 Harlow Street
PO Box 1401
Bangor, ME 04402-1401
Attn: Stephen Wagner, Esq.

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, Washington County agrees to indemnify the Company for any legal expenses incurred by the Company as a result of legal challenges by any person other than the Company, the Company's successors or assigns, or Washington County to the validity or administration of this Agreement. This indemnification provision is not intended to apply, and shall not be construed or interpreted to apply, as to any claims by Washington County against the Company or the Company's successors or assigns for breach of this Agreement or for other causes of action that may arise under or relate to this Agreement.

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

WASHINGTON COUNTY

By: John B Crowley
Name: _____
County Commissioner

By: Kevin E. Cassidy
Name: _____
County Commissioner

By: Christopher Paulus
Name: _____
County Commissioner

DOWNEAST WIND, LLC

By Apex GCL, LLC, its Sole Member
By Apex Clean Energy Holdings, LLC, its Manager

By: Ken Young
Name: Ken Young, COO
Its Manager