

Atlantic Wind LLC

an Oregon limited liability company

1125 NW Couch, Suite 700
Portland, OR 97209

April 18, 2016

Town of Grafton
Attn: Gus Plummer, Chair
PO Box 180
Grafton, VT 05146

Re: Reimbursement of attorney's fees

Dear Mr. Plummer:

The purpose of the letter agreement is to confirm that Atlantic Wind LLC ("Atlantic") agrees to reimburse the Town of Grafton ("Town") for reasonable attorney's fees that it incurs that are associated with the negotiation of a host town agreement between the Town and Atlantic concerning the proposed Stiles Brook Wind Project.

Atlantic understands that the attorney will be retained directly by the Town, and will not be subject to the review and approval of Atlantic. Further, Atlantic will have no attorney-client relationship with the attorney, and will only interact with the attorney in their capacity as the Town's representative.

Atlantic will promptly pay invoices for such attorney's reasonable and actual fees upon their receipt from the Town, and provided there is no dispute as to the reasonableness of such invoice(s). Any amounts to be incurred by the Town in excess of \$10,000 will require advance notice to and prior approval by Atlantic.

This commitment covers the period up to November 30, 2016. If this letter agreement is acceptable to the Town, the Town shall countersign and return a fully executed copy of this letter agreement. Thank you for your time and consideration of this matter.

Sincerely,

Rany Raviv
Authorized Representative

Robin Brown
Authorized Representative