

COMMUNITY BENEFITS AGREEMENT

This Community Benefits Agreement is made effective as of **TBD**, by and among US Wind, Inc. ("**US Wind**"), and the Towns/Cities of South Bethany, Bethany Beach, Dewey Beach, Rehoboth Beach, and Henlopen Acres (collectively, the "**Towns**").

WHEREAS, US Wind is developing offshore wind energy in its federal Lease area (OCS- A 0490) off the coast of the Delmarva peninsula, which will be comprised of up to 121 wind turbine generators and associated facilities including interconnection cables and points of interconnection (the "**Project**");

WHEREAS, US Wind wishes to be supportive of the tourism industry within the Towns, so that the industry remains vibrant and continues to contribute to the overall economic health of the State, its citizens and businesses;

WHEREAS, the economic return that the Towns realize from tourism and aid from the State and County is not sufficient to cover the maintenance, improvement, and resiliency of the infrastructure and the natural resources that are so vital to sustain and grow this important industry;

WHEREAS, US Wind seeks to be an involved and supportive member of the southern Delaware community and its tourism industry for years to come;

WHEREAS, US Wind acknowledges that the Towns are valuable assets to the State of Delaware, and that helping them address these challenges over time is an important application of its community benefits philosophy. While US Wind will not exert any control or influence over how its community benefits contributions will be used by the Towns, discussions between the Parties suggest that beach and bay stormwater management, dredging, and infrastructure maintenance, repair and improvements to ensure resiliency are important priorities. Investments in these areas will help protect lives, valuable real estate and businesses, and contribute toward the Towns' ability to continue to attract tourism; and

WHEREAS, US Wind wishes to support the Towns, and the Towns wish to accept US Wind's support in making key investments and improvements;

WHEREAS, US Wind does not anticipate entering into a community benefits agreement with any other Delaware coastal towns, but in the event that it does, the Towns will have a most favored party status and enjoy any increase in monetary value of any subsequent community benefit agreement involving a coastal town in Delaware that is not party to this Agreement.

Now, therefore, for good and valuable consideration, the Parties agree as follows:

I. Definitions.

- a. "**Agreement**" shall mean this Agreement, any attachments hereto, and any other documents incorporated herein by reference, as the context requires.
- b. "**Commencement of Construction Date**" shall mean the date on which

construction activities for cable burial and/or monopile foundation installation for US Wind's MarWin Project first occur. This would first require that the Bureau of Ocean Energy Management ("**BOEM**") complete its environmental and technical reviews and approve US Wind's Construction and Operations Plan, and that all the other necessary permits have been duly issued by the competent authorities.

- c. "**Commercial Operation Date**" or "**COD**" shall mean the date on which US Wind's MarWin project commences the sale of electricity, excluding the generation and delivery of electricity for test purposes.
- d. "**Custodian**" shall mean the entity chosen by the Towns to receive, hold, and disburse payments from US Wind for the benefit of the Towns. US Wind shall not be involved in any decisions about how or when funding from payments can be used by the Towns individually or collectively.
- e. "**Effective Date**" shall mean the date upon which all Parties, having been duly authorized to execute this Agreement, have executed and delivered copies of this agreement to all Parties.
- f. "**Parties**" shall mean US Wind, the Town of South Bethany, the Town of Bethany Beach, the Town of Dewey Beach, the City of Rehoboth Beach, the Town of Henlopen Acres.

II. US Wind Support and Consideration.

- a. Within three (3) months after the Commencement of Construction Date, US Wind shall remit to the Custodian the amount of five hundred thousand dollars (\$500,000) for the use in public improvements as directed by and for the benefit of the Towns.
- b. Within three (3) months after the COD, US Wind shall remit to the Custodian the first of nineteen (19) annual installment payments in the amount of five hundred thousand dollars (\$500,000) for the use in public improvements as directed by and for the benefit of the Towns. Each subsequent annual installation shall be remitted within 30 days of the COD's anniversary date.
- c. The aggregate of all payments remitted to the Custodian over the course of the Agreement shall be ten million dollars (\$10,000,000).

III. Towns' Support and Consideration.

- a. While US Wind does not believe that any local permitting will be required for completion of the Projects, the Towns will not exercise discretionary authority to obstruct or delay development of the Projects.
- b. The Towns will have the ability to terminate their individual participation in the Agreement at any time during the Agreement for any reason as determined by their respective Town Councils, and the amount of the payments made by US Wind thereafter will be correspondingly reduced by a prorated amount to reflect

the number of remaining towns. Any town choosing to terminate their individual participation in the Agreement shall return to US Wind the value of their pro-rata share of the payments for the prior two years.

IV. Entire Agreement/Amendment.

- a. This Agreement constitutes the full, complete, and entire understanding and agreement between the Parties. The Parties to this Agreement acknowledge and affirm that they have not executed this Agreement in reliance upon any promises, representations, statements, warranties, covenants or undertakings not contained within this Agreement. This Agreement may not be amended, modified, altered, changed, limited, or terminated, except by a writing signed by all of the Parties.

V. Successors and Assignees.

- a. All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors of the parties hereto whether so expressed or not.

VI. Non-Severability.

- a. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, the entire Agreement shall be deemed invalid, unenforceable, and any payment provided pursuant to the Agreement shall be returned to US Wind.

VII. Counterparts.

- a. This Agreement may be executed in counterparts. If this Agreement is executed in counterparts, each counterpart will be deemed an original, and all counterparts so executed will constitute one agreement binding on all of the Parties regardless of whether all of the Parties are not signatory to the same counterpart. Execution of this Agreement by the Parties via any form of electronic signatures will be deemed the same as original signatures.

VIII. Signatures.

- a. Each of the Parties represent and warrant that the individual affixing their signature below is duly authorized to bind the Party to this Agreement.

IX. Governing Law.

- a. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Delaware.

The Parties have executed this Agreement as of the date set forth below.

THE TOWN OF SOUTH BETHANY, DELAWARE

By: _____

Print Name: _____

Date: _____

THE TOWN OF BETHANY BEACH, DELAWARE

By: _____

Print Name: _____

Date: _____

THE TOWN OF DEWEY BEACH, DELAWARE

By: _____

Print Name: _____

Date: _____

THE CITY OF REHOBOTH BEACH, DELAWARE

By: _____

Print Name: _____

Date: _____

THE TOWN OF HENLOPEN ACRES, DELAWARE

By: _____

Print Name: _____

Date: _____

US WIND, INC.

By: _____

Print Name: _____

Date: _____