



August 29, 2011

Town of Allegany Economic Development Corporation  
52 West Main Street  
Allegany, New York 14706

Town of Allegany  
Town Hall  
52 West Main Street  
Allegany, New York 14706

Re: Allegany Wind LLC Grant Commitments.

This letter sets forth the terms of grant commitments by Allegany Wind LLC (the "Company") for supporting broadband development and other economic development activities to be conducted by the Town of Allegany Economic Development Corporation (the "LDC"), and for other general purposes by the Town of Allegany (the "Town").

- The Company agrees to contribute \$215,000 to the LDC for broadband development and other economic development activities consistent with its purposes and powers in the Town of Allegany, within five (5) days following the effective date of a Host Community Agreement between the Company and the Town (the "HCA").
- The Company agrees to contribute \$285,000 to the Town for its general purposes, within five (5) days following the effective date of the HCA.
- The contributions will be paid into escrow and subject to the terms and conditions of an escrow agreement involving a to be determined institution as escrow agent pursuant to the escrow agreement attached as Exhibit A
- The LDC, having been duly formed and duly authorized expenditure of the grant for broadband development and other economic development activities consistent with its purposes and powers, will administer the monies received by it in a manner consistent with its organizational purposes and for the purposes of developing broadband capability and economic development in the Town of Allegany.
- The Town will administer the monies received by it in a manner consistent with law.
- If requested by the Company, the LDC and the Town agree to affirmatively recognize the Company's role in making the grants to the LDC and the Town.

This will also confirm that the undersigned is an officer of Allegany Wind LLC authorized to make these commitments on behalf of the Company, and that the Company has duly authorized the execution and delivery of these commitments, and that neither the Company nor any successor, transferee, or other party acting through rights acquired through or from the Company will bring a claim challenging, nor raise as a defense in litigation, the legal validity or enforceability of these commitments.

Sincerely,

Kevin Sheen  
Senior Director, Development

*Everpower Wind Holdings, Inc.*  
*www.everpower.com*

*44 East 30<sup>th</sup> Street, 10<sup>th</sup> Floor, New York, NY 10016*  
*212.647.8111 (main) 212.647.9433 (fax)*