

AGREEMENT ON ADMINISTRATION OF WIND-RELATED LOCAL COMMUNITY SUPPORT IN SORTLAND MUNICIPALITY

Between Ånstadblåheia Vindpark AS, org nr 987069287 ("Company") and Sortland Municipality this day the following agreement has been entered ("Agreement")

1. BACKGROUND

The Company operates a wind farm in the area Ånstadblåheia in Sortland municipality.

2. PURPOSE

The Company intends to support local community activities, such as sport, culture, and youth and environmental activities, by way of making yearly contributions as set out in this Agreement ("Community Contribution"), and in accordance with the Company's wind-related local community support policy, Appendix 1 ("Community Contribution Policy").

The purpose of the Community Contribution is to promote developments and activities in the local community and build relations with local stakeholders in the area set out in Appendix 2.

The Community Contribution shall in no way be used to replace or reduce traditional municipal commitments that are tax-financed or otherwise paid through public funds.

The Community Contribution cannot be awarded to private groups or persons, political purposes (parties, associations, events or individual politicians), religious associations or purposes, radical movements or alike, unethical purposes or activities, activities that endanger environment or safety, public authorities, or labor organizations.

As Sortland municipality is a representative for the local community in the area of the wind farm, the Company and Sortland municipality wish to enter into this Agreement under which Sortland municipality will assist in the administration of the Community Contribution and the applications received for contributions thereunder.

3. THE COMMUNITY CONTRIBUTION

The Company will contribute with the following Community Contribution:

1. At the time Ånstadblåheia Vindpark start of operation (2018), NOK 1 000 000 will be will be awarded to Sortland Alpinklubb.
2. From second year of operation (2019), a fixed scheme of transfer of annual funds of NOK 500,000 is established in the park's lifetime (index-adjusted). The funds will be made available by the Company annually to contribute to activities set out in this Agreement and Appendix 1.

As set out above, the Community Contribution shall not be used to replace or reduce any of Sortland municipalities commitments/or regular transfers for the same purpose and shall in such cases be an addition to such transfers.

The Community Contribution shall be administrated on the behalf of the local community by Sortland municipality as set out in Clause 5 and Appendix 1.

4. GEOGRAPHICAL LIMITATION

Appendix 2, Map Attachment, indicates which area and which villages which are eligible to apply and to be granted contribution from the Community Contribution.

5. ADMINISTRATION

Sortland municipality will on behalf of the local community, establish an impartial and democratic group, which based on the Community Contribution Policy, will administrate the Community Contribution by reviewing the applications and suggest to the Company the contributions under the Community Contribution, manage incoming and outgoing payments and manage Community Contribution funds on an interest-bearing account.

No party to the group established by Sortland municipality may participate in the review of any application for Community Contribution in which they may be regarded as impartial (in accordance with the principles Norwegian Public Act Section 6 first and second paragraph).

Prior to payment of any contribution from the Community Contribution, Sortland municipality shall notify the Company of the proposed recipient, the purpose of the contribution and the amount. The Company may freely dismiss and withhold its consent to the suggested contribution and shall in such event notify Sortland municipality within 30 days of receipt (i.e. any contribution under the Community Contribution shall not be distributed by Sortland municipality prior to expiry of such time limit).

Notwithstanding clauses 3 and 4 above, Sortland municipality is both free and obliged to suggest a review of the geographical area if there seems to be shortage of good projects for some years. However, the intention of the Community Contribution to support local activities in the vicinity of the wind farm always needs to be complied with. Further,

Sortland municipality may propose to withhold contribution money to another year if there are no good enough projects in a certain year.

6. INFORMATION

The Company undertakes to inform Sortland Municipality of a significant change concerning the wind farm and to, in the event of a change of ownership, send in writing, name, address, contact person and telephone number regarding the new company.

7. MARKETING

Sortland municipality will annually announce what purpose / project the Community Contribution has been used for. The Company is allowed to market the Community Contributions at its own expense.

8. AGREEMENT

This Agreement applies until further notice as long as the wind turbines are in production. However, the Agreement may freely be terminated with a written notice period of 1 year. The Company can also change its Community Contribution Policy with effect after 3 months, which will be notified to Sortland municipality in writing.

9. TRANSFER OF AGREEMENT

The agreement may only be transferred if the wind farm or part thereof is transferred to a new company

10. OTHER

Changes to and additions to this Agreement shall be made in writing and be signed by authorized representatives of the parties.

11. DISPUTE


This agreement shall be governed by Norwegian law.

Any dispute arising from this Agreement, this shall be sought to be settled through negotiations between the parties, and shall be referred to dispute resolution before the ordinary courts of Norway with Vesterålen tingrett as exclusive legal venue.

2018-05-23

4(4)

This Agreement has been signed in two (2) similar copies, of which each party has taken its place.

On 8.8.2018

Tuomo Sinisalo
Ånstadblåheia Vindpark AS


Tove Helle Børkemo
Sortland municipality

APPENDIX 1

COMMUNITY CONTRIBUTION POLICY FOR ÅNSTADBLÅHEIA VINDPARK AS IN SORTLAND IN NORWAY

Ånstadblåheia Vindpark AS allocate Community Contribution for the benefit and development of the neighboring geographical areas and villages of Ånstadblåheia wind farm as set out in Appendix 2 (the "Local Community").

The Community Contribution is subject to the guidelines set forth by Fortum on supporting local community activities, and it is primarily intended for sport, culture, youth and environmental activities and activities of associations within the Local Community. The purpose of the Community Contribution is to make it more attractive to live, work or visit the area around Ånstadblåheia. The activities supported shall have a good reputation and be perceived as socially and/or environmentally responsible.

The Community Contribution is awarded according to applications from the Local Community.

The Community Contribution is not awarded to charity activities where funds collection is executed by country wide organizations or companies without local connection, neither to such activities that are normally on the responsibility of municipalities. Hereunder, contributions from the Community Contribution shall not be used to replace or reduce any traditional municipality commitments that are tax-financed or otherwise paid through public funds.

The Community Contribution is not awarded to private groups or persons, political purposes (parties, associations, events or individual politicians), religious associations or purposes, radical movements or alike, unethical purposes or activities, activities that endanger environment or safety, public authorities, or labor organizations.

Ånstadblåheia Vindpark AS

