

HOST COMMUNITY AGREEMENT

This Host Community Agreement ("**Agreement**") is made as of May 24, 2018, by and between **PEGASUS WIND, LLC**, a Delaware limited liability company, of 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Pegasus Wind**"), and **FAIRGROVE TOWNSHIP**, a Michigan general law township, of 5002 Center Street, Fairgrove, Michigan (the "**Township**").

R E C I T A L S:

A. Pegasus Wind intends to construct the Pegasus Wind Energy Center consisting of thirty-two (32) wind turbines and related improvements (collectively, the "**Pegasus WEC**") in Fairgrove Township in Tuscola County.

B. Pegasus Wind has applied to the Township for special land use permit approval (the "**Application**") under the Fairgrove Township Zoning Ordinance (the "**Zoning Ordinance**") and the Michigan Zoning Enabling Act (the "**MZEA**") to construct the Pegasus WEC in the Townships.

C. Having considered the Application according to the standards and the procedures of the Zoning Ordinance, the MZEA and other applicable law, the Township has decided to approve the Application, but with a number of conditions. One of the conditions is that the Township and Pegasus Wind enter into this Agreement.

Based on the preceding facts, Pegasus Wind and the Township agree as follows.

1. Contingency. This Agreement is contingent upon: (a) the Township's approval of the Application being final and not subject to any legal or referendum challenge, and (b) Pegasus Wind actually constructing the Pegasus WEC in the Township.

2. Calculation of Gross Up Payment. If due to changes in the relevant property tax statutes or court decisions regarding property tax statutes the Township's assessor is not allowed to calculate the "true cash value" for *ad valorem* personal property tax purposes of each turbine and other taxed personal property improvements (e.g., substations and collection lines) that are part of the Pegasus WEC and that are located in the Township (collectively, the "**Pegasus WEC Personal Property Located in the Township**") using Pegasus Wind's initial actual capital costs for the Pegasus WEC Personal Property Located in the Township multiplied by the cost multiplier set forth in the table attached as Exhibit A to this letter ("**Exhibit A Cost Multiplier**") and as a direct result the personal property taxes billed to Pegasus Wind for the Pegasus WEC Personal Property Located in the Township in any calendar year are less than the *ad valorem* personal property taxes Pegasus Wind would have been billed if Pegasus Wind's initial actual capital costs for the Pegasus WEC Personal Property Located in the Township had been multiplied by the Exhibit A Cost Multiplier to obtain the "true cash value" of such Personal Property (such difference in the personal property taxes being the "**Gross Up**"), then, and only then, Pegasus Wind will pay to the Township the Gross Up on the terms set forth in this Agreement.

3. Payment of Gross Up to the Township. Pegasus Wind will pay the Gross Up, if any, for any *ad valorem* personal property tax bills issued in any calendar year to the Township

by February 15 of the following calendar year (i.e., at the same time the December 1 tax bill for the prior calendar year is due). The Township will prepare and send to Pegasus Wind a bill showing the amount of the Gross Up (if any) due no later than the date of the December 1 tax bill.

4. Distribution of Gross Up by the Township. The Township will distribute the Gross Up in the same manner and in the same proportion as the Township is required to distribute the *ad valorem* personal property taxes on the Pegasus WEC Personal Property Located in the Township.

5. Expiration of Agreement. This Agreement shall expire at the earlier of: (a) the conclusion of the duration of the power purchase agreement for the Pegasus WEC; or (b) the decommissioning of the Pegasus WEC Personal Property Located in the Township.

6. Termination or Replacement of Ad Valorem Personal Property Tax. If the *ad valorem* personal property tax is terminated or replaced in whole or in part (for example, and without limiting the foregoing, because personal property taxes on the Pegasus WEC are replaced with an energy production tax), then Pegasus Wind and the Township shall negotiate in good faith to amend this Agreement so that both the original intent of the Gross Up is preserved and Pegasus Wind is not double-taxed.

7. Lien on the Property; Enforcement and Interest. The Gross Up payments required to be made by Pegasus Wind to the Township under this Agreement shall be a lien on the Pegasus WEC Personal Property Located in the Township. If a Gross Up payment becomes delinquent, it shall be collected and enforced, and interest shall accrue, in the same manner as *ad valorem* personal property taxes are collected by the Township, and interest accrues on such taxes, under the Michigan General Property Tax Act.

8. Waiver of Right to Challenge. By entering into this Agreement, Pegasus Wind waives any right it may have to accept zoning approvals from the Township for the Application and then to allege in any forum that this Agreement is void *ab initio*.

9. No Third Party Beneficiary. No third party has any rights under this Agreement. No third party may challenge or attempt to enforce any provision of or obligation imposed under this Agreement.

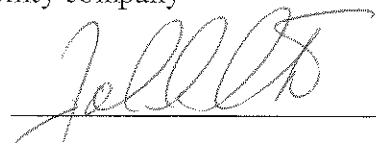
10. Runs with the Personal Property; Successors and Assigns. This Agreement shall run with the Pegasus WEC Personal Property Located in the Township. This Agreement shall inure to the benefit of and be binding upon Pegasus Wind and the Township and the successors and assigns of Pegasus Wind.

11. Miscellaneous. All notices under this Agreement shall be in writing and shall be addressed to the parties at the addresses stated on page 1 of this Agreement or such other address or addresses as shall be specified by the parties from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage. This Agreement shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. If any section or provision of this Agreement is

unenforceable for any reason and the unenforceability of such section or provision does not materially impair the remainder of this Agreement, then the remainder of this Agreement shall remain in full force and effect. It is contemplated that this Agreement will be executed in multiple counterparts, all of which together shall be deemed to be one contract. Any captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way to amplify or modify its terms and provisions. All attached exhibits are incorporated by reference as though fully stated in the Agreement. This Agreement may not be amended other than by a written document signed by both parties. Nothing contained in this Agreement shall be construed to obligate Pegasus Wind to commence or complete construction of the improvements set forth in its Application. Each party has negotiated this Agreement through legal counsel and this Agreement shall be construed as if mutually drafted.

The parties have executed this Agreement as of the date noted above.

PEGASUS WIND, LLC, a Delaware limited liability company

By: 
Name: John DiDonato
Its: Vice President

FAIRGROVE TOWNSHIP, a Michigan general law township

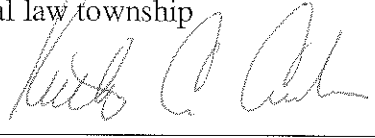
By: 
Name: KEITH A. AEDER
Its: SUPERVISOR

EXHIBIT A

Age In Years	Cost Multiplier (% Good)
1	99.1%
2	90.6%
3	82.0%
4	77.7%
5	74.3%
6	67.3%
7	61.8%
8	56.9%
9	52.0%
10	47.0%
11	45.0%
12	41.5%
13	36.4%
14	30.2%
15	30.0%
16-30	30.0%