

HOST COMMUNITY AGREEMENT

This Host Community Agreement, dated as of January 11, 2019, ("Agreement") is entered into by and between Eight Point Wind, LLC, a Delaware limited liability company ("Wind Operator"), whose address is 700 Universe Blvd., Juno Beach, Florida 33408, and the Town of West Union New York (Steuben County), a local governmental entity in the State of New York (or "the Town"), whose address is 1328 State Route 248, Rexville, New York. Wind Operator and the Town are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Wind Operator intends to construct and operate a wind project, commonly referred to as the Eight Point Wind Energy Center, consisting of up to 31 wind turbine generators on tubular towers with a maximum total nameplate capacity of approximately 102 megawatts, along with certain ancillary buildings and equipment, to be located in the Town of Greenwood and the Town of West Union in Steuben County, New York (the "Wind Project");

WHEREAS, the Wind Project is expected to be completed and in commercial operation by December 31, 2020;

WHEREAS, the Parties recognize that this Wind Project comes with impacts on publicly-owned infrastructure and property and public services and that such impacts are not readily and easily identifiable and/or are not readily and easily quantifiable;

WHEREAS, Wind Operator, as a new member of the local business community, wishes to demonstrate good citizenship by making a commitment to assist the community in improving and maintaining a physical, business and social environment benefiting all members of the community by making contributions to the Town, subject to the conditions set forth herein;

WHEREAS, the Town is willing to accept such contributions subject to the terms of this Agreement; and

WHEREAS, for planning and budgetary purposes, the Parties desire to document the level of financial support Wind Operator is committed to provide to the Town and the terms and conditions upon which the contributions will be made.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the Parties agree as follows:

1. Once the Wind Project enters commercial operation, Wind Operator shall pay the Town an amount equal to Three Thousand Dollars (\$3,000.00) per year per nameplate capacity defined in terms of megawatts constructed in the Town ("Town Fees"). No more than thirty (30) days after the commercial operation date is achieved, Wind Operator shall submit a written certification certifying as to actual installed nameplate capacity of the Wind Project. The annual payment of Town Fees due under this paragraph for a particular year shall be made by Wind Operator to the Town by February 28th of the immediately following year. Annual payments of Town Fees will continue until the Wind Project ceases commercial operation or

this Agreement is terminated. Payments shall be increased annually by 3% of the prior year's payment.

2. In addition to the amounts listed above, Wind Operator promises to pay to the Town reasonable fees for professional services (e.g., legal fees, engineering fees) incurred by the Town as a direct result of the Wind Project to the extent such fees are not paid for from either the fund for municipal and local party intervenors (referenced in N.Y. Public Service Law § 163(4) and 16 NYCRR § 1000.10) or the Parties' Road Use Agreement (entered into _____, 2019). The intent is to ensure that the Town has budgetary stability and proper professional guidance for public safety issues that may arise during the course of this Agreement. It is contemplated that the first time that these funds will be requested will be during the course of the development and implementation of this Agreement. **An estimated post certificate budget through construction is also attached hereto.**
3. Town Fees received by the Town may be used by the Town for any purposes allowed by law.
4. If the nameplate capacity of the Wind Project is increased or decreased for any reason (including, but not limited to, planned decommissioning of any turbines or any other Wind Project facilities, or any event that results in any turbines or other Wind Project facilities being rendered inoperable), the Town Fees shall be adjusted upward or downward to match any change in the nameplate capacity, prorated for the year in which the change was made. In no case, however, will a proration recapture amounts already paid to the Town in a prior tax year.
5. If Wind Operator fails to pay Town Fees due under this Agreement ("Monetary Breach"), the Town Board of the Town shall provide written notice of the alleged Monetary Breach to Wind Operator by specifying the details of the alleged Monetary Breach and the amount due. Wind Operator shall cure any non-disputed Monetary Breach within forty-five (45) days after receipt of the notice.
6. Notices to the Parties shall be provided by overnight delivery service at the addresses set forth in the first paragraph of this Agreement. In the case of Wind Operator, notices shall be sent to the attention of the Land Services Administration. In the case of the Town, notices shall be sent to the attention of the Town Clerk.
7. In the event the Town, or any of its departments, divisions, officers, or boards, subsequent to the date of this Agreement, adopts, enacts, promulgates, or establishes any law, ordinance, code, regulation, interpretation, or requirement (collectively, "Town Laws/Requirements") that imposes requirements applicable to the design, construction, operation, maintenance, or decommissioning of the Wind Project that (i) are materially more burdensome than applicable Town Laws/Requirements in existence as of the date of this Agreement, (ii) cause the costs of constructing, operating, maintaining, or decommissioning any portion of the Wind Project to be materially more expensive than such costs would be under the Town Laws/Requirements in existence as of the date of this Agreement, or (iii) render it unlawful or impracticable for the Wind Operator to construct, operate, maintain, or decommission the Wind Project (collectively, "Restrictive Town Laws/Requirements"), Wind Operator may opt to terminate this Agreement and have no further obligations or liability hereunder. The right of termination

described in the preceding sentence may be exercised by the Wind Operator if the Wind Operator provides written notice to the Town (pursuant to the requirements of Section 6 of this Agreement) of the imposition of Restrictive Town Laws/Requirements and the Town fails to completely repeal and eliminate the Restrictive Town Laws/Requirements within sixty (60) days of the receipt of such written notice from the Wind Operator. Wind Operator reserves its right to initiate any challenge, including but not limited to a judicial challenge, to the Town's imposition of any Restrictive Town Laws/Requirements, which challenge shall not serve as a waiver of Wind Operator's right to terminate this Agreement for any reason. A duly authorized enforcement action brought by a Town governmental body or official to enforce a law or regulation enacted by the Town prior to October 31, 2017, shall not constitute a basis for Wind Operator to terminate this Agreement as described in the first sentence of this paragraph unless a court of last resort determines that Wind Operator was not in violation of the law or regulation at issue.

8. In the event that (i) Wind Operator does not enter into a Payment-In-Lieu-of-Taxes Agreement ("PILOT Agreement") with the Steuben County Industrial Development Agency ("SCIDA"), or (ii) such PILOT Agreement with the SCIDA expires at the end of the stated term thereof and a subsequent PILOT is not entered into, or (iii) such PILOT Agreement with the SCIDA is otherwise terminated at an earlier point in time, then Wind Operator may opt to terminate this Agreement and have no further obligations or liability hereunder.
9. The Wind Operator may terminate this Agreement and have no further obligations or liability hereunder if the Wind Operator has taken, or is taking, action reasonably required or desired to obtain and/or comply with any permit, certification, approval or other authorization for the Wind Project from any federal, state, or local political subdivision or any other governmental agency, authority, or entity with jurisdiction over all or any portion of the Wind Project (collectively, "Governmental Approvals") and if the Town fails to reasonably cooperate with the Wind Operator in the grant, issuance, maintenance, compliance with, or modification of any Governmental Approvals. This provision is not intended to impede the Town's participation in the proceedings of the New York State Board on Electric Generation Siting and the Environment related to the Wind Project (Case 16-F-0062 – Application of Eight Point Wind, LLC for a Certificate of Environmental Compatibility and Public Need Pursuant to Article 10 to Construct a Wind Project, or "Article 10 Proceeding").
10. Exhibits 29 and 31 of the Wind Operator's application in the Article 10 Proceeding ("Application," filed on November 28, 2017) reference, among other things, the Town's Wind Energy Facilities Law (Local Law No. 1 of 2017, which was filed with the New York State Department of State on or about July 10, 2017, or "Town Wind Law,"), and the provisions in the Town Wind Law relating to decommissioning of the Wind Project. Provisions addressing a decommissioning plan, wind turbine removal and remediation, and a decommissioning fund are included in Sections 10(10), 19(E), and 19(F) of the Town Wind Law, respectively, and each of those provisions are expressly referenced in Exhibits 29 and 31 of the Wind Operator's Application in the Article 10 Proceeding. Appendix 29-1 to the Wind Operator's Application in the Article 10 Proceeding is a Decommissioning & Restoration Plan that states, among other things, that decommissioning of the Wind Project "will comply with ... [West Union] town requirements." Nothing in this paragraph or the references in the Application to the

decommissioning provisions in the Town Wind Law shall effect the rights set forth in paragraph 7 of this Agreement, and any potential amendments, modifications, or revisions of the Town Wind Law will be subject to the provisions of paragraph 7 of this Agreement.

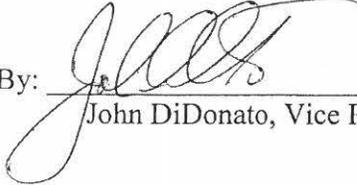
11. The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provisions, nor will it be deemed a waiver of any subsequent breach.
12. This Agreement shall inure to the benefit of the Parties' successors in interest.
13. This Agreement shall be governed by the laws of the State of New York. Venue for any dispute arising under this Agreement shall be solely in the New York State Supreme Court for the County of Steuben.
14. This Agreement constitutes the entire agreement and undertaking of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or undertakings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.
15. Each of the Parties represents to the other that it has the requisite power and authority to enter into this Agreement.
16. The Town shall hold any financial assurance for decommissioning of the Wind Project and possess the authority to enforce such financial assurance as needed, consistent with any Article 10 Proceeding certificate.
17. The terms of this Agreement shall be in full force and effect until the earlier of: (i) the decommissioning of all turbines comprising the Wind Project in accordance with the terms of the Article 10 Proceeding certificate; or (ii) the termination of the Agreement.
18. Notwithstanding anything in this Agreement to the contrary, each Party hereby waives any claim that they may have against the other with respect to any consequential, indirect, punitive, special or incidental damage or lost profits.
19. In any litigation arising from or related to this agreement, the Parties hereto each hereby knowingly, voluntarily and intentionally waive the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement. This provision is a material inducement for the Parties to enter into this Agreement.
20. This Agreement shall run with the operating life of the Wind Project such that any subsequent Wind Project owner shall be responsible for complying with this Agreement.
21. A memorandum of agreement can be filed in the Steuben County Clerk's Office sufficient to put any subsequent assignee or other interested party on notice that Wind Operator is

responsible for complying with this Agreement. The memorandum shall include only so many of the terms included herein as Wind Operator desires to include so long as the memorandum is sufficient to give notice that this Agreement exists.

[Signatures on Next Page]

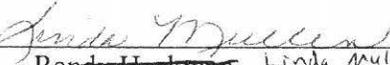
IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed in their respective names by their duly authorized officers and dated their signatures as shown below.

Eight Point Wind, LLC,
a Delaware limited liability company

By: 
John DiDonato, Vice President

1-20-19
Date

Town of West Union, Steuben County, New York

By: 
~~Randy Heckman~~ Linda Mullen
Deputy
West Union Town Supervisor

January 17, 2019
January 17, 2019

Post Certificate Compliance Budget

	LaBella Hours	Labella Rate	Total	Attorney Hours	Rate	Total
Complaint Resolution	20	130	\$ 2,600.00	4	225	\$ 900.00
Decommissioning	65	130	\$ 8,450.00	8	225	\$ 1,800.00
Traffic Issues	20	130	\$ 2,600.00	6	225	\$ 1,350.00
Safety and Emergency Re	10	130	\$ 1,300.00	4	225	\$ 900.00
Noise and Sound	10	130	\$ 1,300.00	4	225	\$ 900.00
Historic	10	130	\$ 1,300.00	2	225	\$ 450.00
Monitor Selection and						
Correspondence	10	130	\$ 1,300.00	2	225	\$ 450.00
Other	20	130	\$ 2,600.00	8	225	\$ 1,800.00
				2		
Total	165		\$ 21,450.00	40		\$ 8,550.00
Combined Legal and Engineering Fees			\$ 30,000.00			

Construction Budget

	LaBella Hours	Labella Rate	Months/Units	Total	Attorney Hours	Rate	Total
Monthly Construction							
Meetings	5	130	18	\$ 11,700.00			
Weekly Monitor Calls	0.5	130	78	\$ 5,070.00			
Town Meeting Calls	0.5	130	18	\$ 1,170.00			
Other	1	130	18	\$ 2,340.00	25	225	\$ 5,625.00
Town Meetings	5	130	5	\$ 3,250.00	18	225	\$ 4,050.00
Complaint Resolution	1	130	18	\$ 2,340.00	18	225	\$ 4,050.00
Total				\$ 25,870.00			\$ 13,725.00
Combined Legal and Engineering Fees				\$ 39,595.00			