

PARTICIPATION AGREEMENT

Recorder's Cover Sheet

Preparer Information:

Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd.
Juno Beach, FL 33408

Taxpayer Information:

Debra L.M. Nelson and Mark D. Nelson
2315 Gold Point
Victoria, MN 55386

Return Document To:

Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd.
Juno Beach, FL 33408

Owner:

Debra L.M. Nelson and Mark D. Nelson
2315 Gold Point
Victoria, MN 55386

Operator:

Crystal Lake Wind Energy I, LLC
700 Universe Blvd.
Juno Beach, FL 33408

Legal Description: See Page 5.

Document or instrument number of previously recorded documents: None

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT ("**Agreement**") is dated this 28th day of ~~June~~ July, 2019 ("**Effective Date**") by and between Debra L.M. Nelson and Mark D. Nelson, wife and husband, with an address of 2315 Gold Point, Victoria, MN 55386 ("**Owner**"), and Crystal Lake Wind Energy I, LLC, a Delaware limited liability company, 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration and its successors in interests ("**Operator**"). Each of Owner and Operator are sometimes referred to in this Agreement as a "**Party**" or collectively as the "**Parties**".

Owner is the owner of a certain tract of real property located in Hancock County, Iowa and more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"). Operator is the holder of certain easement and other related rights covering real property located adjacent to and/or in the vicinity of the Property because it constructed a wind energy conversion system with wind turbines, collection lines, roads, a maintenance and operations facility and an electric substation in Osceola County, Iowa (collectively "**Project**"). Operator desires to have certain landowners participate in the benefit of the Project and Owner desires to grant and convey to Operator an easement for wind non-obstruction and an easement for effects on the Property attributable to the Project.

For good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, Owner and Operator agree as follows:

Owner grants Operator an exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed flow of wind currents over and across the Property as described in **Exhibit A**. Owner shall not engage in any activity on the Property that might interfere with wind speed or wind direction over the Property; cause a decrease in the output or efficiency of any wind turbine or accuracy of any meteorological equipment; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement. Owner grants to Operator a non-exclusive easement for sounds, visual, light, flicker, shadow, vibration, wake, electromagnetic, electrical and radio frequency interference, and any other effects (collectively "**effects**") on the Property caused or alleged to be caused by the Project. The easements described in this paragraph shall collectively be referred to as "**Easements**". The term of the Easements shall begin on the Effective Date and expire upon the earlier of (i) the date the Project is no longer operating, or (ii) the date that is eighty (80) years after the Effective Date.

Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant Operator the Easement. Owner agrees to warrant and defend its ownership of the Property and Operator's interest in this Agreement against any other party claiming to have any ownership interest in or other claim to the Property. This Agreement, and its rights and obligations, may be assigned by either party to its respective heirs, successors and assigns. The Easement shall run with the Property and shall be binding on Owner and Operator, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

To the extent permitted by law, Owner hereby waives enforcement of any applicable setback and sideyard requirements and restrictions and any other zoning restrictions pertaining to the Project, whether imposed by a government authority or otherwise, applicable to the Project on the Property or any such facilities to be placed upon property adjacent to the Property. If so requested by Operator, Owner shall promptly, without demanding additional consideration therefore, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver, setback elimination or other document or instrument required by any governmental authority or that Operator deems necessary or convenient to the obtaining of any entitlement or permit.

Owner hereby releases Operator from any and all claims for damages arising from any injury or harm or conditions related to the Property, including but not limited to, any harm or loss due to nuisance, trespass, disturbance, effects, diminishment of the value of the Property, proximity of the Project to Owner's Property and/or residence, diminishment or interference with the ability to use or enjoy the Property, and any other injury or harm, of whatever kind or character, to persons or property, whether now known or unknown, or which may appear or develop in the future, caused or alleged to be caused by the Project or by Operator, its parent companies, affiliates, successors, assigns, whether claimed or not claimed, or which hereafter might be brought by Owner or any of their successors and assigns.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. A judge will decide any disputes between the Parties. EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY AND SPECIFICALLY AGREES THAT TRIAL OF SUITS OR CAUSES OF ACTION ARISING OUT OF THIS AGREEMENT SHALL BE TO THE COURT.

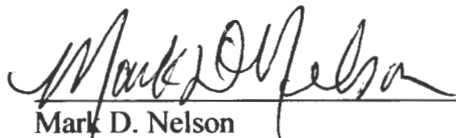
[Signatures on Next Pages]

EXECUTED effective the day and year set forth below.

Owner:



Debra L.M. Nelson



Mark D. Nelson

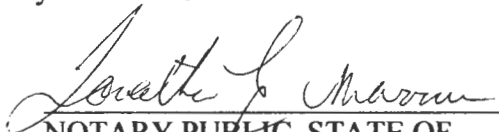
ACKNOWLEDGEMENT

STATE OF MINNESOTA)
 Henriep...) ss:
COUNTY OF ~~CARVER~~)

On this 14th day of June, 2019, before me, the undersigned notary public, personally appeared Debra L.M. Nelson and Mark D. Nelson, personally known to me to be the person who subscribed to the foregoing instrument or provided a driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



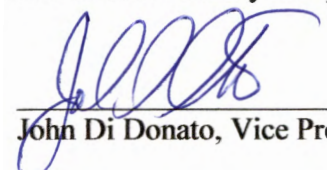


NOTARY PUBLIC, STATE OF
MINNESOTA

EXECUTED effective the day and year set forth below.

Operator:

Crystal Lake Wind Energy I, LLC
a Delaware limited liability company

By: 

John Di Donato, Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this 28th day of June, 2019 before me, the undersigned notary public, personally appeared John Di Donato, Vice President of Crystal Lake Wind Energy I, LLC a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): _____

Commission No.: _____

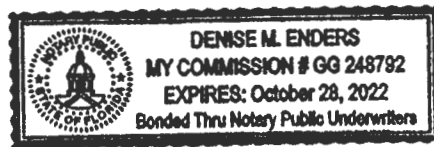


EXHIBIT A

Legal Description of Property

The South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 6, Township 96 North, Range 25 West of the Fifth Principal Meridian, Hancock County, Iowa.

COMPENSATION

In consideration for entering into the Participation Agreement ("**Agreement**") granting the Easements with Crystal Lake Wind Energy I, LLC, a Delaware limited liability company ("**Operator**"), Debra L.M. Nelson and Mark D. Nelson, wife and husband ("**Owner**") shall receive the following amounts:

One Time Payment

A signing bonus of \$2,000.00 if Owner signs and delivers this Agreement to Operator on or before the date which is thirty (30) days from the date in which the original draft of this Agreement is tendered to Owner or Owner's representative or attorney.

Annual Installment Payments

The sum of \$2,500.00 per year ("**Annual Installment Payments**") for the Term of this Agreement. The Annual Installment Payments shall increase annually after the initial Annual Installment Payment is made at the rate of two percent (2%) per year. Payment for the first partial year of the Term shall be made on or before February 28, 2020. All subsequent Annual Installment Payments shall be due on or before February 28th of the subsequent calendar year or partial calendar year to which they are attributable during the Term. For example purposes only, Annual Installment Payments for the 2021 calendar year, shall be due on or before February 28, 2022.

Confidentiality

Any amounts paid to Owner are to remain strictly, totally and completely confidential and any breach of the terms of this paragraph shall expose Owner to, and entitle Operator to seek all equitable relief as well as monetary damages from Owner.

Allocation

Payment shall be distributed as follows:

100% to Debra L.M. Nelson and Mark D. Nelson

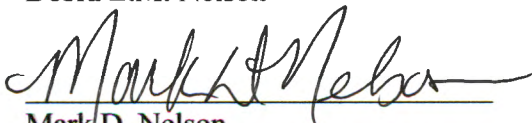
Signature and completed W-9 form required for each payee:



Debra L.M. Nelson

6.14.19

Date



Mark D. Nelson

6/14/19

Date