

AFTER RECORDING RETURN TO

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 NextEra Energy Resources, LLC
 700 Universe Blvd.
 Juno Beach, FL 33408
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(This space reserved for recording information)

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is dated this ____ day of November, 2009 ("Agreement") by and between _____, with an address of _____ ("Owner"), and ASHTABULA WIND II, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, and its successors in interests ("AWII").

Owner is the owner of a certain tract of real property located in _____ County, North Dakota and more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"). AWII 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 is constructing a wind energy conversion system with wind turbines, collection lines, roads, maintenance and operations facility and an electric substation in Steele and Griggs Counties, North Dakota (collectively "**Wind Farm**"). AWII desires to have certain landowners participate in the benefit of the Wind Farm and Owner desires to grant and convey to AWII an exclusive easement for wind non-obstruction and a non-exclusive easement for effects on the Property attributable to the Wind Farm.

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

Owner grants AWII 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 Grantee's operation of the Wind Farm or exercise of any rights granted in this Agreement. Owner grants to AWII 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 Wind Farm. The easements described in this paragraph shall collectively be referred to as "**Easements**". The term of the Easements shall begin on the Effective Date, which shall be defined as the last day this Agreement is signed by both Owner and AWII, and expire ninety-nine (99) years from the Effective Date unless terminated as provided in this Agreement.

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 AWII the Easements. Owner agrees to warrant and defend its ownership of the Property and AWII'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 Easements shall run with the Property and shall be binding on Owner and AWII, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

Owner reserves the right to use the Property for all other purposes not granted to AWII under this Agreement, including ranching and agricultural uses, and all recreational uses, provided that no such other use interferes with the Easements. Owner hereby releases AWII 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 Wind Farm 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 Wind Farm or by AWII, 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.

AWII shall comply with valid laws applicable to the Property and Owner shall not be liable in the event that AWII violates a law relating to the Easements on the Property. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Dakota. 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.

AWII shall pay Owner the amounts set forth in the attached **Compensation** sheet as the consideration for this Agreement. Owner and AWII acknowledge and agree that the **Compensation** sheet will not be included with this Agreement when recorded with the County Recorder, and that so removing the **Compensation** sheet prior to recording is intentional and does not in any way affect the validity of this Agreement.

If AWII discontinues operation of the Wind Farm, AWII shall have the right to terminate this Agreement effective upon thirty (30) days' written notice to Owner.