

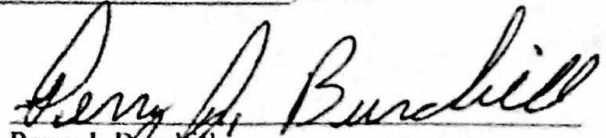
SOUND AND SHADOW FLICKER WAIVER

Ashtabula Wind I, LLC, a Delaware limited liability company ("**Operator**"), intends to repower the Ashtabula Wind Energy Center (the "**Wind Farm**") located in Barnes County, North Dakota. A portion of the Ashtabula Wind Energy Center may be located on or near your property, described on the attached Exhibit A and incorporated by reference(the "**Property**").

The Wind Farm is considered a wind energy conversion facility under North Dakota law. A wind energy conversion facility site cannot include property where operation of the facility will result in sound levels that exceed 50 dBA within one hundred (100) feet of an inhabited residence, unless the owner of the residence signs a waiver allowing operation of the facility. Operation of the Wind Farm may result in sound levels that exceed 50 dBA within one hundred (100) feet of the existing residence located on the Property.

By signing this waiver, you, as the owner of the inhabited residence on the Property, acknowledge and confirm that (1) you have discussed potential impacts from the Wind Farm to the Property with Operator, and (2) you have no objection to the repowering and operation of the Wind Farm. Execution of this waiver confirms your understanding that operation of the Wind Farm may result in (1) sound levels that exceed 50 dBA within one hundred (100) feet of your residence, and (2) shadow flicker or glare that exceeds 30 hours per year at your residence, and with the aforementioned understanding you waive the sound level avoidance criteria requirements in N.D. Admin. Code §69-06-08-01(4) and flicker/glare industry guidelines.

Dated this 25 day of June, 2019.


Perry J. Burchill



Kathy L. Burchill

EXHIBIT A

Legal Description of Property

A parcel of land located in Section 17, Township 142, Range 57 Barnes County, North Dakota, described as follows: commencing at the Southeast corner of the Southeast Quarter (SE $\frac{1}{4}$) thence West along the South Section line a distance of 250 feet thence North parallel to the East Section line a distance of 1000 feet thence East parallel to the South Section line a distance of 250 feet to the East Section line thence South along the East Section line a distance of 1000 feet to the point of beginning, said tract containing 5.74 acres, more or less.

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT ("**Agreement**") is dated this ____ day of _____, 2019 ("**Effective Date**") by and between Mark G. Svenningsen and Jody J. Svenningsen, husband and wife, with an address of 1412 – 122nd Street SE, Luverne, ND 58056 ("**Owner**"), and Ashtabula Wind I, LLC, a Delaware limited liability company, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Attn: Land Services Administration, Juno Beach, FL 33408, and its successors in interests ("**Operator**"). Owner and Operator are collectively referred to as the "**Parties**".

RECITALS

A. Owner is the owner of a certain tract of real property located in Barnes County, North Dakota and more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**").

B. 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 is repowering a wind energy conversion system with wind turbines, collection lines, roads, and an electric substation in Barnes County, North Dakota (collectively "**Wind Farm**").

C. Operator desires to have certain landowners participate in the benefit of the Wind Farm and Owner agrees to grant and convey to Operator an easement for wind non-obstruction and an 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, the Parties agree as follows:

1. **Easements.** The easements described in this paragraph shall collectively be referred to as "**Easements**".

(a) On the Effective Date, 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 Wind Farm or exercise of any rights granted in this Agreement.

(b) Owner grants to Operator an 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.

(c) By signing this Agreement, you, as the owner of the inhabited residence on the Property, acknowledge and confirm the following: (1) you have discussed potential impacts from the Wind Farm to the Property with Operator, and (2) you have no objection to the repowering and operation of the Wind Farm. Execution of this Agreement confirms your understanding that operation of the Wind Farm may result in the following: (1) sound levels that exceed 50 dBA within one hundred (100) feet of your residence, (2) shadow flicker or glare that exceeds thirty (30) hours per year at your residence. With that understanding you waive the sound level avoidance criteria requirements in N.D. Admin. Code §69-06-08-01(4) and flicker/glare industry guidelines.

2. **Term**. The term of the Easements shall begin on the Effective Date and expire on the date the Wind Farm is no longer operating, but in no event shall the term exceed ninety-nine (99) years. Operator, at its option, shall have the right to terminate this Agreement at any time during the Term of the Agreement. Termination shall be effective thirty (30) days after written notice of such termination to Owner.

3. **Authority**. 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 Easements. 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.

4. **Assignment**. 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 Operator, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

5. **Reserved Uses**. Owner reserves the right to use the Property for all other purposes not granted to Operator under this Agreement, including ranching and agricultural uses, and all recreational uses, provided that no such other use interferes with the Easements.

6. **Release**. 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 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

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.

7. **Governing Law.** Operator shall comply with valid laws applicable to the Property and Owner shall not be liable in the event that Operator 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. **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 of competent jurisdiction.**

8. **Compensation.** Operator shall pay Owner the amounts set forth in a separate Compensation Agreement as the consideration for this Agreement. The Parties acknowledge and agree that the Compensation Agreement shall not be recorded with the County Recorder, and that by separating the Compensation Agreement from this Agreement prior to recording does not in any way affect the validity of this Agreement. If Operator fails to operate the Wind Farm for a period of three (3) years, then Owner may terminate this Agreement unless Operator continues to pay to Owner the Annual Installment Payment, which is the amount set forth in Compensation Agreement entered into contemporaneously with this Agreement.

[Signatures on Next Pages]

EXECUTED effective the day and year set forth below.

Operator:

Ashtabula Wind I, LLC
A Delaware limited liability company

By: 
Daniel Gerard, Vice President

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

On this 12th day of July, 2019, before me, the undersigned notary public, personally appeared Daniel Gerard, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that she executed the same on behalf of said limited liability company and that she was duly authorized so to do.

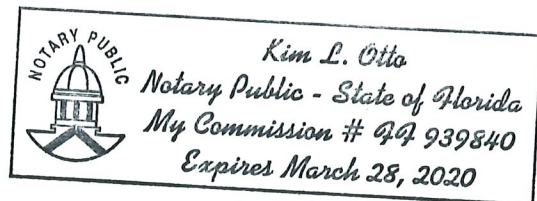
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY PUBLIC, STATE OF FLORIDA

AFTER RECORDING RETURN TO

Orin Shakerdge, Esq.
NextEra Energy Resources, LLC
700 Universe Blvd.
Juno Beach, FL 33408
(561) 694-4678



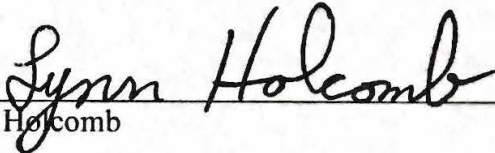
SOUND AND SHADOW FLICKER WAIVER

Ashtabula Wind I, LLC, a Delaware limited liability company ("**Operator**"), intends to repower the Ashtabula Wind Energy Center (the "**Wind Farm**") located in Barnes County, North Dakota. A portion of the Ashtabula Wind Energy Center may be located on or near your property, described on the attached Exhibit A and incorporated by reference (the "**Property**").

The Wind Farm is considered a wind energy conversion facility under North Dakota law. A wind energy conversion facility site cannot include property where operation of the facility will result in sound levels that exceed 50 dBA within one hundred (100) feet of an inhabited residence, unless the owner of the residence signs a waiver allowing operation of the facility. Operation of the Wind Farm may result in sound levels that exceed 50 dBA within one hundred (100) feet of the existing residence located on the Property.

By signing this waiver, you, as the owner of the inhabited residence on the Property, acknowledge and confirm that (1) you have discussed potential impacts from the Wind Farm to the Property with Operator, and (2) you have no objection to the repowering and operation of the Wind Farm. Execution of this waiver confirms your understanding that operation of the Wind Farm may result in (1) sound levels that exceed 50 dBA within one hundred (100) feet of your residence, and (2) shadow flicker or glare that exceeds 30 hours per year at your residence, and with the aforementioned understanding you waive the sound level avoidance criteria requirements in N.D. Admin. Code §69-06-08-01(4) and flicker/glare industry guidelines.

Dated this 25 day of June, 2019.



Lynn Holcomb

EXHIBIT A

Legal Description of Property

The Northwest Quarter (NW¼) of Section 31, Township 142, Range 57 West of the Fifth Principal Meridian, Barnes County, North Dakota.

SOUND AND SHADOW FLICKER WAIVER

Ashtabula Wind I, LLC, a Delaware limited liability company ("**Operator**"), intends to repower the Ashtabula Wind Energy Center (the "**Wind Farm**") located in Barnes County, North Dakota. A portion of the Ashtabula Wind Energy Center may be located on or near your property, described on the attached Exhibit A and incorporated by reference (the "**Property**").

The Wind Farm is considered a wind energy conversion facility under North Dakota law. A wind energy conversion facility site cannot include property where operation of the facility will result in sound levels that exceed 50 dBA within one hundred (100) feet of an inhabited residence, unless the owner of the residence signs a waiver allowing operation of the facility. Operation of the Wind Farm may result in sound levels that exceed 50 dBA within one hundred (100) feet of the existing residence located on the Property.

By signing this waiver, you, as the owner of the inhabited residence on the Property, acknowledge and confirm that (1) you have discussed potential impacts from the Wind Farm to the Property with Operator, and (2) you have no objection to the repowering and operation of the Wind Farm. Execution of this waiver confirms your understanding that operation of the Wind Farm may result in (1) sound levels that exceed 50 dBA within one hundred (100) feet of your residence, and (2) shadow flicker or glare that exceeds 30 hours per year at your residence, and with the aforementioned understanding you waive the sound level avoidance criteria requirements in N.D. Admin. Code §69-06-08-01(4) and flicker/glare industry guidelines.

Dated this 25th day of June, 2019.



Frances Karen Askerooth



Mark C. Askerooth

EXHIBIT A

Legal Description of Property

A tract of land in the Southeast Quarter (SE $\frac{1}{4}$) of Section 9, Township 142N, Range 57W, Barnes County, North Dakota, and more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 9; thence N 02° 18' 47" W along the Quarter line a distance of 495.00 feet to an iron pin; thence N 88° 16' 14" E a distance of 525.00 feet to an iron pin; thence S 02° 18' 47" a distance of 495.00 feet to an iron pin on the South line of said Section 9; thence S 88° 16' 14"W along the Section line a distance of 525.00 feet to the Point of Beginning.

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT ("**Agreement**") is dated this ____ day of _____, 2019 ("**Effective Date**") by and between Lynn Holcomb a/k/a Lynn E. Holcomb, a single man, with an address of 2305 120th Avenue, Valley City, ND 58072 ("**Owner**"), and Ashtabula Wind I, LLC, a Delaware limited liability company, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Attn: Land Services Administration, Juno Beach, FL 33408, and its successors in interests ("**Operator**"). Owner and Operator are collectively referred to as the "**Parties**".

RECITALS

A. Owner is the owner of a certain tract of real property located in Barnes County, North Dakota and more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**").

B. 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 is repowering a wind energy conversion system with wind turbines, collection lines, roads, and an electric substation in Barnes County, North Dakota (collectively "**Wind Farm**").

C. Operator desires to have certain landowners participate in the benefit of the Wind Farm and Owner agrees to grant and convey to Operator an easement for wind non-obstruction and an 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, the Parties agree as follows:

1. **Easements**. The easements described in this paragraph shall collectively be referred to as "**Easements**".

(a) On the Effective Date, 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 Wind Farm or exercise of any rights granted in this Agreement.

(b) Owner grants to Operator an 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.

(c) By signing this Agreement, you, as the owner of the inhabited residence on the Property, acknowledge and confirm the following: (1) you have discussed potential impacts from the Wind Farm to the Property with Operator, and (2) you have no objection to the repowering and operation of the Wind Farm. Execution of this Agreement confirms your understanding that operation of the Wind Farm may result in the following: (1) sound levels that exceed 50 dBA within one hundred (100) feet of your residence, (2) shadow flicker or glare that exceeds thirty (30) hours per year at your residence. With that understanding you waive the sound level avoidance criteria requirements in N.D. Admin. Code §69-06-08-01(4) and flicker/glare industry guidelines.

2. **Term.** The term of the Easements shall begin on the Effective Date and expire on the date the Wind Farm is no longer operating, but in no event shall the term exceed ninety-nine (99) years. Operator, at its option, shall have the right to terminate this Agreement at any time during the Term of the Agreement. Termination shall be effective thirty (30) days after written notice of such termination to Owner.

3. **Authority.** 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 Easements. 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.

4. **Assignment.** 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 Operator, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

5. **Reserved Uses.** Owner reserves the right to use the Property for all other purposes not granted to Operator under this Agreement, including ranching and agricultural uses, and all recreational uses, provided that no such other use interferes with the Easements.

6. **Release.** 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 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

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.

7. **Governing Law.** Operator shall comply with valid laws applicable to the Property and Owner shall not be liable in the event that Operator 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. **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 of competent jurisdiction.**

8. **Compensation.** Operator shall pay Owner the amounts set forth in a separate Compensation Agreement as the consideration for this Agreement. The Parties acknowledge and agree that the Compensation Agreement shall not be recorded with the County Recorder, and that by separating the Compensation Agreement from this Agreement prior to recording does not in any way affect the validity of this Agreement. If Operator fails to operate the Wind Farm for a period of three (3) years, then Owner may terminate this Agreement unless Operator continues to pay to Owner the Annual Installment Payment, which is the amount set forth in Compensation Agreement entered into contemporaneously with this Agreement.

[Signatures on Next Pages]

EXECUTED effective the day and year set forth below.

Owner:

Lynn Holcomb
Lynn Holcomb a/k/a Lynn E. Holcomb

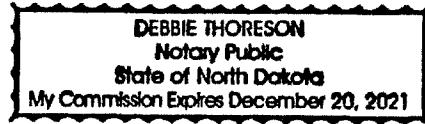
ACKNOWLEDGEMENT

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF Barnes)

The forgoing instrument was acknowledged before me this 26th day of June, 2019, by Lynn Holcomb a/k/a Lynn E. Holcomb, a single man.

My Commission expires: 12-20-21

Debbie Thoreson
Notary Public



EXECUTED effective the day and year set forth below.

Operator:

Ashtabula Wind I, LLC
A Delaware limited liability company

By: *D. Gerard*
Daniel Gerard, Vice President

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

On this 12th day of July, 2019, before me, the undersigned notary public, personally appeared Daniel Gerard, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that she executed the same on behalf of said limited liability company and that she was duly authorized so to do.

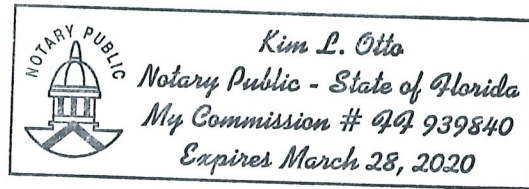
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

Kim L. Otto
NOTARY PUBLIC, STATE OF FLORIDA

AFTER RECORDING RETURN TO

Orin Shakerdge, Esq.
NextEra Energy Resources, LLC
700 Universe Blvd.
Juno Beach, FL 33408
(561) 694-4678



SOUND AND SHADOW FLICKER WAIVER

Ashtabula Wind I, LLC, a Delaware limited liability company ("**Operator**"), intends to repower the Ashtabula Wind Energy Center (the "**Wind Farm**") located in Barnes County, North Dakota. A portion of the Ashtabula Wind Energy Center may be located on or near the property of David B. Olstad and Karen E. Olstad ("**Owner**"), described on the attached **Exhibit A** and incorporated by reference (the "**Property**").

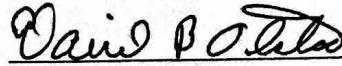
The Wind Farm is considered a wind energy conversion facility under North Dakota law. A wind energy conversion facility site cannot include property where operation of the facility will result in sound levels that exceed 50 dBA within one hundred (100) feet of an inhabited residence, unless the owner of the residence signs a waiver allowing operation of the facility. Operation of the Wind Farm may result in sound levels that exceed 50 dBA within one hundred (100) feet of the existing residence located on the Property.

By signing this waiver, you, as the owner of the inhabited residence on the Property, acknowledge and confirm that (1) Owner has discussed potential impacts from the Wind Farm to the Property with Operator, and (2) Owner has no objection to the repowering and operation of the Wind Farm. Execution of this waiver confirms your understanding that operation of the Wind Farm may result in (1) sound levels that exceed 50 dBA within one hundred (100) feet of your residence, and (2) shadow flicker or glare that exceeds 30 hours per year at your residence, and with the aforementioned understanding you waive the sound level avoidance criteria requirements in N.D. Admin. Code §69-06-08-01(4) and flicker/glare industry guidelines.

In consideration for granting the waiver, Owner shall receive the following: (1) a one-time lump sum payment of [REDACTED] payable within sixty (60) days after the execution date of the waiver; and (2) an annual installment payment of [REDACTED] ("**Annual Installment Payment**"). Payment for the first partial year of the Term in the amount of [REDACTED] shall be made within sixty (60) days after the execution date of the waiver. 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 2020 calendar year, shall be due on or before February 28, 2021. Beginning with the payment due for the 2021 calendar year, the Annual Installment Payment shall increase annually at the rate of two percent (2%) per year. 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.

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 Wind Farm to the 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 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.

Dated this 11 day of July, 2019.



David B. Olstad



Karen E. Olstad

EXHIBIT A

Legal Description of Property

Auditor's Lot 1 (Noltimier Township), according to the plat of Auditor's Lot 1 of the Southwest Quarter (SW¼) of Section 2, Township 141 North, Range 57 West of the Fifth Principal Meridian, Barnes County, North Dakota, according to the United States Government Survey thereof, as found more particularly described in Document No. 277173.