

Boulevard Associates, LLC

700 Universe Blvd.

Juno Beach, Florida 33408-2683

Via 2nd day UPS

April 21, 2008

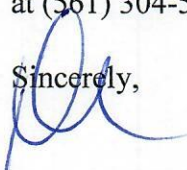
Gordon & Marjorie Hall
17296A 350th Street
Forest City, IA 50436

Re: *Wind Farm Easement Agreement & Memorandum/Winnebago, IA*

Dear Owner:

Enclosed for your records are executed originals of an Easement Agreement ("Agreement") and Memorandum of Easement Agreement ("Memorandum") by and between Gordon Hall and Marjorie Hall, Trustees of the Gordon and Marjorie Hall Trust ("Owner") and Boulevard Associates, LLC, a Delaware limited liability company, a subsidiary of FPL Energy, LLC, a Delaware limited liability company ("FPLE"). One original of the Memorandum will be recorded in the County Records by our office. Should you have any questions, please contact me at (561) 304-5373.

Sincerely,


Denise M. Enders, CP, CFLA
Senior Paralegal
Real Estate, Land Use and
Environmental Group

/dme

Enclosures

MEMORANDUM OF
WIND FARM EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:

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

Taxpayer Information: (name and complete address)

Gordon & Marjorie Hall
Gordon & Marjorie Hall Revocable Trust
17296A 350th Street
Forest City, IA 50436

Return Document To:

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

Owner:

Gordon & Marjorie Hall
Gordon & Marjorie Hall Revocable Trust
17296A 350th Street
Forest City, IA 50436

FPLE:

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

Legal Description: See Page 6.

Document or instrument number of previously recorded documents: _____

MEMORANDUM OF WIND FARM EASEMENT

THIS MEMORANDUM OF WIND FARM EASEMENT made this 7th day of November, 2007 (“**Memorandum**”), between Gordon Hall and Marjorie Hall, as Trustees of the Gordon and Marjorie Hall Revocable Trust, having an address at 17296A 350th Street, Forest City, IA 50436 (hereinafter called “**Owner**”), and Crystal Lake Wind II, LLC, a Delaware limited liability company having its offices or principal place of business at 700 Universe Blvd., Juno Beach, FL 33408, Attn: Business Manager (hereinafter called “**FPLE**”).

1. **Wind Farm Easement.** The parties have entered into that certain Wind Farm Easement between Owner and FPLE dated November 7, 2007 (“**Wind Farm Easement**”) in order to allow FPLE to construct turbines, met towers, collection facilities and related improvements, including ingress and egress to and from the improvements and including the right to use, maintain and capture the free and unobstructed flow of wind currents over and across the Owner’s property for a wind energy project (“**Wind Farm**”).

2. **Description.** The real estate subject to the Wind Farm Easement (the “**Property**”) is situated in Winnebago County, Iowa, as more particularly described on **Exhibit “A”**, which is attached hereto, made a part hereof and incorporated herein by this reference, together with any and all improvements, appurtenances running with or serving the Property.

3. **Term.** The initial term of the Wind Farm Easement is for a period commencing on the Effective Date and ending fifty (50) years thereafter. FPLE is granted two (2) options to extend the term of the Wind Farm Easement for additional periods of twenty (20) years each.

4. **Noise Levels.** Owner grants to FPLE an easement for the right and privilege to generate and maintain audible noise levels in excess of fifty (50) dbA on and above the Noise Easement Property at any and all times of the day or night. Subject to certain restrictions, the “**Noise Easement Property**” shall mean the portion of the Owner’s Property contained in a 650 foot radius circle centered on each turbine, whether the turbine is located on or off the Owner’s Property.

5. **Overhang Easement.** Owner grants to FPLE an easement for the right and privilege to permit the rotors of turbines located on adjacent properties to overhang on to Owner’s Property by no more than 110 feet at a height of at least 100 feet above the ground. Owner shall not interfere with the operation of turbine rotors that overhang onto Owner’s Property.

6. **Exclusive Rights.** Owner agrees not to grant, convey, assign or provide any easement, license, permit, lease or other right for access across the Owner’s Property for generation or transmission of power on or across Owner’s Property to any third party in connection with the construction or operation of electrical generating or transmission facilities. This covenant shall not be interpreted to deny Owner the right to grant telecommunications providers appropriate rights to construct and maintain telecommunications facilities on or under

the Owner's Property so long as the rights are granted in compliance with the requirements of the Agreement and do not interfere with FPLE's operations.

7. **Hunting & Firearms Restrictions.** The Wind Farm Easement restricts hunting and the discharge of firearms on the Owner's Property in the vicinity of the windpower facilities for the protection of FPLE's site personnel and Wind Farm facilities.

8. **Snowmobile Restrictions.** The Wind Farm Easement restricts snowmobiling on the Owner's Property near the vicinity of the Wind Farm facilities.

9. **Rights Reserved.** The Wind Farm Easement reserves to Owner, or Owner's tenants the right to farm areas of the property, to the extent the farming activities do not and will not interfere with FPLE's operations, as determined by FPLE. FPLE waives any interest, claim or lien in crops grown on the Property. FPLE agrees that FPLE's use of the Property is purely for commercial purposes and that FPLE shall not conduct farming activities on the Property.

10. **Lateral Support.** FPLE shall have the right and exercise the right of subjacent and lateral support for the Wind Farm improvements on the Property to whatever extent is necessary for the safe construction, operation, and maintenance of the Wind Farm improvements. Owner expressly covenants that Owner shall not excavate so near the sides of or underneath the Wind Farm improvements as to undermine or otherwise adversely affect their stability.

11. **Notices.** All notices or other communications required or permitted by the agreement shall be deemed given or made when personally delivered; five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or, one (1) business day after dispatch by Federal Express or other overnight delivery service of national scope to the addresses set forth in the Preamble. Any party giving notice by facsimile or electronic mail sent to a party at the facsimile number or electronic mail address furnished above must on request furnish proof that the notice was actually received. Any party may change its address for purposes of this paragraph by giving written notice of the change to the other parties in the manner provided in this paragraph

12. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Wind Farm Easement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Wind Farm Easement. In the event of conflict between this Memorandum and the Wind Farm Easement, the terms and provisions of the Wind Farm Easement shall control.

13. **Recording.** At the date of termination of the Wind Farm Easement, including any extension or renewals thereof, FPLE shall record a release with the Winnebago County Recorder.

EXHIBIT A

Legal Description of Owner's Property

Parcel 1

The Southwest Quarter (SW $\frac{1}{4}$) of Section 29, Township 98 North, Range 25 West of the Fifth Principal Meridian located in Winnebago County, Iowa, Except school house site in the Southwest corner, and Except a tract of land in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 29, more particularly described as follows: Commencing at the Southwest Corner of said Section 29, thence East 334.00 feet to point of beginning, thence North 474.00 feet; thence East 566.80 feet; thence South 0°45'00" 474.00 feet; thence West 573.00 feet to the point of beginning

Parcel 2

The East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 30, Township 98 North, Range 25 West of the Fifth Principal Meridian located in Winnebago County, Iowa, Except the East 163 feet of the South 1,150 feet of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 30.

WIND FARM EASEMENT AGREEMENT

1. Parties

This is an agreement dated November 7, 2007 between Gordon Hall and Marjorie Hall, as Trustees of the Gordon and Marjorie Hall Revocable Trust and their successors in interest ("Owner"), as owners of the real property described on attached **Exhibit A** ("Owner's Property"), and Crystal Lake Wind II, LLC, a Delaware limited liability company, and its successors in interest ("FPLE").

2. Purpose

This agreement is a grant by Owner to FPLE of the easements and other specified rights in Owner's Property needed by FPLE for the Crystal Lake II Wind Energy Center located in Winnebago County, Iowa. It establishes the rights of the parties and their duties to each other with regard to the financing, construction, operation, repair, maintenance, replacement, and removal of all Wind Farm Improvements (defined below) whether located on or off Owner's Property.

3. Definitions

Capitalized terms used in this agreement have the meaning given them in the text of the agreement or in this definitions section.

"Access Rights" means the right of unobstructed ingress and egress over and across the Owner's Property to and from the Wind Farm Improvements.

"Annual Installment Payments" means the amounts shown in the Easement Compensation Sheet attached as **Exhibit D**.

"Collection Facilities" means the Substation, electrical collection and telecommunications lines, splice boxes and all other devices and equipment used to connect the Turbines to electrical collection lines connected to the power grid and to the Wind Farm's Met Towers and operations and maintenance facilities.

"Easements" means the Turbine Site Easement, Access Easement, Collection Easement, Construction Easement, Wind Non-Obstruction Easement, Noise Easement, Overhang Easement, Met Tower Site Easement and Met Tower Access Easement.

"Easement Properties" means the portions of Owner's Property subject to the Easements granted in Section 6 of this agreement.

"Effective Date" means the date when all conditions precedent set forth in Sections 5.1 and 5.2 of this agreement are satisfied or waived, and all other documents required by FPLE have been

signed and delivered by Owner. FPLE shall send a written notice to Owner of the Effective Date once it is determined.

“**Exhibit B**” means the preliminary Easement Plan attached to this agreement at the time it is signed showing the approximate planned location of all Wind Farm Improvements and Easements located on the Owner’s Property. After approval of the Exhibit B, FPLE shall not make any material changes to the location of any Wind Farm Improvements and Easements on Owner’s Property without the prior written consent of Owner.

“**Exhibit C**” means the final as-built Easement Plan to be attached to this agreement as a replacement for **Exhibit B** after construction of the Wind Farm Improvements showing the exact locations of all Wind Farm Improvements as constructed on Owner’s Property. FPLE shall deliver **Exhibit C** to Owner within one hundred eighty (180) days after completion of construction of the Wind Farm Improvements and after **Exhibit C** is delivered to Owner, any references in this agreement that refer to **Exhibit B** shall mean **Exhibit C**.

“Met Tower” means a tower used primarily to gather and transmit meteorological data relating to the Wind Farm, and includes the tower’s foundations, guy wires, meteorological data acquisition equipment, power source, and underground data and electrical collection lines.

“Owner’s Property” means the real property described on attached **Exhibit A**.

“Pre-Construction Activities” means any activities that FPLE shall perform on Owner’s Property before the Effective Date, which shall include but not be limited to soil borings, environmental assessments, micrositing and surveying.

“Substation” means electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, equipment enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the Turbines to make it suitable for transmission on, and to deliver it to, electrical transmission lines connected to the power grid.

“Turbine” means a wind turbine generator used to convert wind energy to electrical energy together with the foundation and tower on which it is mounted, as well as a pad mounted transformer, batteries and other devices for storage of electrical energy serving the wind turbine generator located on the Turbine Site.

“Turbine Site” means each of those portions of Owner’s Property on which a Turbine is located. Turbine Sites are identified and located as shown on **Exhibit B**, subject to final location determination in **Exhibit C**.

“Wind Energy Purposes” means converting wind energy into electrical energy, collecting, storing, and transmitting that electrical energy, and all related development activities that FPLE reasonably determines appropriate (collectively “Development Activities”). Development Activities include, without limitation, the right to study wind speed and feasibility of wind

energy conversion on the Easement Properties; to construct, operate and maintain Turbines and Collection Facilities; and to use the Access Rights.

“Wind Farm” means FPLE’s Crystal Lake II Wind Energy Center project and includes all Wind Farm Improvements whether located on or off Owner’s Property.

“Wind Farm Improvements” means the Turbines, Collection Facilities, Met Towers, access roads, entrances, fences and gates, drainage systems, signs, information kiosk, operations and maintenance building, and all other structures, rights and facilities used in the construction, operation and maintenance of the Wind Farm.

4. **Pre-Construction Activities.**

Owner acknowledges that prior to commencing construction of the Wind Farm, FPLE may need to access Owner’s Property to conduct Pre-Construction Activities. Owner shall receive the Signing Bonus specified in **Exhibit D** in consideration for the right to access Owner’s Property prior to the Effective Date. FPLE shall also pay Owner for crop loss or destruction on the Easement Properties due to Pre-Construction Activities before the Effective Date according to the formula specified in **Exhibit D**. The payments shall be made within thirty (30) days after determining the extent of damage.

5. **Term and Conditions Precedent**

5.1 **Initial Term.** The initial term of the Easements (“Initial Term”) shall begin on the Effective Date and shall be fifty (50) years, subject to the rights of renewal and termination as provided in this agreement.

5.2 **Renewals.** FPLE shall have the right to extend the Term of this agreement for two consecutive terms of twenty (20) years each in accordance with the terms and provisions of this agreement (collectively “Renewal Term”) by providing written notice to Owner of FPLE’s intent to extend the Term within one hundred eighty (180) days of the end of the existing Term. Each Renewal Term shall begin on the expiration date of the Initial Term or previous Renewal Term. The Initial Term and any Renewal Terms shall collectively be referred to as “Term”. During the Renewal Term, FPLE shall pay Owner the amounts set forth in **Exhibit D** as the consideration for the Easements.

5.3 **Owner’s Conditions Precedent.** This agreement shall be of no force and effect until Owner has reviewed and approved the location of all Wind Farm Improvements located on the Property as shown on **Exhibit B**. **Exhibit B** shall be deemed approved once Owner executes this agreement.

5.4 **FPLE’s Conditions Precedent.** This agreement shall be of no force and effect until FPLE is reasonably satisfied all of the following have occurred:

5.4(a) Receipt by FPLE of environmental consultants’ reports confirming there are no environmental conditions on the Easement Properties that would interfere with the Wind Farm Improvements or cause FPLE to incur environmental liability.

5.4(b) Receipt by FPLE of easements or other agreements from adjoining property owners as reasonably deemed necessary by FPLE to permit construction of the Wind Farm Improvements in the locations agreed by the parties.

5.4(c) Receipt by FPLE (after exhaustion of all administrative and judicial appeal rights) of all permits required for construction and operation of the Wind Farm Improvements comprising the Wind Farm, whether located on or off the Owner's Property.

5.4(d) Approval by FPLE of Owner's title to the Easement Properties based on title insurance commitments or title opinions obtained by FPLE at its expense.

5.4(e) Receipt by FPLE from third parties, such as mortgagees and tenants, of all subordination, non-disturbance and other agreements necessary to assure FPLE's right to undisturbed use and enjoyment of the Easement Properties according to the terms of this agreement.

5.4(f) Execution and regulatory approval of power purchase agreements ("PPAs") assuring FPLE an adequate return on its investment in development, construction, operation, maintenance and removal of the Wind Farm Improvements as determined by FPLE in its sole discretion.

6. Grant of Easements

Owner grants to FPLE and FPLE agrees to purchase from Owner and to use in compliance with the terms of this agreement the following easements (collectively, "Easements"). Each of the Easements granted is irrevocable and for the exclusive use and benefit of FPLE unless otherwise specified in this agreement. The Easements are granted subject to Owner's retained right to use the Easement Properties for uses that do not and will not interfere, in FPLE's reasonable determination, with the Wind Farm Improvements, FPLE's operations, or the enjoyment of the rights granted to FPLE in this agreement.

6.1 Turbine Site Easement. Owner grants FPLE an easement to construct, operate and maintain a Turbine and Collection Facilities (other than a Substation), together with associated roads and parking areas on each Turbine Site identified and located as shown on the Easement Plan attached as **Exhibit B**. Each Turbine Site subject to the burden of this easement is referred to as a "Turbine Site Easement Property."

6.2 Access Easement. Owner grants FPLE an easement on those portions of Owner's Property identified and located as shown on **Exhibit B** for unobstructed vehicular and pedestrian ingress to and egress from the Wind Farm Improvements, whether located on or off Owner's Property. This easement is referred to as the "Access Easement" and the property subject to this easement is referred to as the "Access Easement Property." FPLE and its employees, contractors and agents shall have the right to travel over, across and along the Access Easement Property by means of existing roads and lanes, and by roads FPLE or Owner may construct or improve from time to time on, over, and across the Access Easement Property.

Owner reserves the right to use all roads on the Access Easement Property and to allow Owner's employees, contractors and agents to use the roads provided, however, that Owner shall not and shall not permit others to obstruct or damage the roads or in any other way interfere with FPLE's rights under this Access Easement.

6.3 Collection Easement. Owner grants FPLE an easement for the construction, operation, maintenance, replacement, relocation or removal of Collection Facilities (other than a Substation) on and under the Collection Easement Property identified and located as shown on **Exhibit B**. Collection Facilities located on the surface of the Collections Easement Property shall be limited to junction boxes, if any, as and where shown on **Exhibit B**; all other Collection Facilities shall be buried at least forty-eight (48) inches beneath the surface of the Collection Easement Property. FPLE shall compensate Owner for any surface mounted facilities as provided on **Exhibit D**.

6.4 Construction Easement. Owner grants FPLE an easement for purposes of constructing, maintaining, repairing, replacing and removing all or any part or element of the Wind Farm Improvements whether located on or off Owner's Property. This easement is referred to as the "Construction Easement" and the property subject to this easement is referred to as the "Construction Easement Property." The Construction Easement Property is identified and located as shown on **Exhibit B**. FPLE may exercise its right to use all or any part of the Construction Easement Property as and when FPLE deems it necessary or advisable to do so to perform the activities for which this Construction Easement is granted. After each use of the Construction Easement, FPLE to the extent reasonably possible shall restore the Construction Easement Property to the condition it was in before FPLE's use. To the extent reasonably possible, all topsoil and subsoil excavated from Owner's Property will be reserved and replaced on the Easement Properties after completion of construction of the Wind Farm.

When installing, maintaining or removing the nacelle and rotor from any Turbine, whether located on or off of Owner's Property, this Construction Easement also shall permit workers to do the following: (a) (for the purpose of securing tag lines) travel on foot or in a vehicle up to seven hundred (700) feet in any direction from the center of the Access Easement Property; and (b) drive an erection crane on Owner's Property. FPLE shall be permitted to maintain a 120 foot by 40 foot crane pad at each Turbine location on Owner's Property for purposes of constructing and maintaining the Wind Farm.

6.5 Wind Non-Obstruction Easement. Owner grants FPLE an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed flow of wind currents over and across the Owner's Property as described in **Exhibit A** ("Wind Non-Obstruction Easement"). Owner shall not engage in any activity on Owner's Property that might interfere with wind speed or wind direction over any portion of any Turbine Site or Met Tower Site Easement Properties located on the Wind Farm; cause a decrease in the output or efficiency of any Turbine or accuracy of any meteorological equipment; or otherwise interfere with FPLE's operation of the Wind Farm or exercise of any rights or the Easements granted in this agreement ("Interference"). Owner reserves the right to erect structures on Owner's Property in compliance with all applicable laws and ordinances except as specifically limited in this agreement. Owner must consult with and obtain FPLE's prior written approval as to the location of all structures

greater than forty (40) feet in height located one thousand (1000) feet or less from any Turbine or Met Tower located on the Wind Farm. Approval shall be based on whether, in FPLE's sole judgment, informed by appropriate professional engineering and meteorological opinions obtained at FPLE's expense, the proposed structures at the proposed location are likely to cause Interference.

This Wind Non-Obstruction Easement shall not be interpreted to prevent Owner from granting oil and gas exploration or production rights on Owner's Property, however no drilling rigs or other structures shall be located within three hundred (300) feet of any Turbine or within two hundred twenty-five (225) feet of any Met Tower except with FPLE's prior written consent. Owner shall notify FPLE as soon as Owner knows of oil and gas exploration or production plans. To the extent it does not interfere with the proposed oil or gas exploration or production, Owner shall cooperate with FPLE in the exercise of Owner's oil and gas rights to minimize Interference. If oil or gas drilling rigs or other equipment are located on Owner's Property so as to cause Interference, FPLE will shut down the affected Turbines (if necessary to avoid damage to the Turbines) or bear the burden of lost revenues for up to thirty (30) days for each well drilled on Owner's Property. Except as otherwise provided by state law, if oil or gas exploration or production causes Interference for longer than thirty (30) days, Owner shall reimburse FPLE for lost revenues due to curtailed electricity production beginning with the thirty-first (31st) day of Interference.

This grant of easement of the Wind Non-Obstruction Easement expressly includes the right of FPLE to enter on any part of Owner's Property to enforce FPLE's rights, including the physical removal of trees or structures (except existing trees and structures) causing Interference to the Wind Farm. FPLE shall consult with Owner before making any such removals.

6.6 Noise Easement. Owner grants FPLE an easement for the right and privilege to generate and maintain audible noise levels in excess of fifty (50) dbA on and above the Noise Easement Property at any or all times of the day or night ("Noise Easement"). The "Noise Easement Property" shall mean the Owner's Property contained in a six hundred fifty (650) foot radius circle centered on each Turbine, whether the Turbine is located on or off the Owner's Property. The Noise Easement Property shall not include any presently existing residences located on Owner's Property except with written consent from Owner. If noise levels emanating from the Turbines exceed fifty (50) dbA as measured at a presently existing residence on Owner's Property by an independent professional applying commonly accepted measurement instruments and standards, FPLE shall reduce the noise level to 50 dbA at the residence. Measures to be taken by FPLE may include installing insulation or sound deadening material in the offending Turbine(s); installing landscaping, insulation, and sound deadening material at the residence; or, changing the operation of the Turbine(s) to reduce noise output.

6.7 Overhang Easement. Owner grants FPLE an easement for the right and privilege to permit the Turbines located on adjacent properties to overhang a portion of the Owner's Property identified and shown on **Exhibit B** (the "Overhang Easement Property") by no more than 110 feet at a height of at least 100 feet above the ground ("Overhang Easement"). Owner shall not interfere with the operation of Turbine rotors that overhang the Overhang Easement Property.

6.8 Met Tower Site Easement. Owner grants FPLE an easement to construct, operate, replace, relocate, remove, and maintain a Met Tower and Collections Facilities (other than a Substation) on each Met Tower Site identified and located as shown on **Exhibits B** or **C**. Each Met Tower Site subject to the burden of this easement is referred to as a "Met Tower Site Easement Property."

6.9 Met Tower Access Easement. Owner grants FPLE and its employees, contractors and agents an easement for vehicular and pedestrian ingress and egress to and from the Met Tower ("Met Tower Access Easement"). This Met Tower Access Easement as identified and shown on **Exhibits B** or **C** is an extension of the Access Easement; however, FPLE shall not construct roads, lanes or other surface improvements in the Met Tower Access Easement except with the express written consent of Owner which consent will not be unreasonably withheld. Owner reserves the right to continue farming operations on the Met Tower Access Easement, but shall not otherwise obstruct or in any way interfere with FPLE's access or other rights under this Met Tower Access Easement. After each use of the Met Tower Access Easement, FPLE to the extent reasonably possible shall restore the Met Tower Access Easement to the condition it was in before FPLE's use. FPLE shall have the absolute right to remove or destroy crops growing in the Met Tower Access Easement as reasonably necessary to enjoyment of its Met Tower Access Easement rights provided it compensates Owner for the damage in the manner provided in **Exhibit D**.

7. **Easement Purchase Price**

FPLE shall pay Owner the amounts set forth in **Exhibit D** as the consideration for the Easements.

8. **Taxes**

FPLE shall pay any increase in the real property taxes on Easement Properties that is directly attributable to the installation of Wind Farm Improvements or to a reclassification of the Easement Properties because of creation of this agreement. If the Wind Farm Improvements are subject to real property taxes, FPLE shall request that the Wind Farm Improvements be separately assessed and that taxing authorities bill FPLE directly for taxes attributable to the Wind Farm Improvements. FPLE shall not be liable for taxes attributable to facilities installed by Owner or others on the Easement Properties, to the underlying value of the Easement Properties themselves, or for any increase due to any other cause. FPLE agrees to reimburse Owner for any taxes paid by Owner that are properly payable by FPLE under the terms of this agreement. To receive reimbursement, Owner must submit any real property tax bill to FPLE for reimbursement within thirty (30) days after Owner receives the bill from a taxing authority. The parties agree to fully cooperate to obtain any available tax refunds or tax abatements.

9. **FPLE's Duties and Representations**

9.1 Care and Appearance. FPLE shall at all times maintain the Wind Farm Improvements in a neat, clean and presentable condition. FPLE shall not willfully or negligently destroy Owner's Property and shall keep the Turbine Site, Access, Collections and Construction Easement

Properties clean and free of debris created by FPLE, its contractors, or others brought on to the Owner's Property by FPLE. FPLE shall be responsible for weed control on those portions of the Turbine Site and Access Easement Properties not actively farmed by Owner or their tenant. FPLE shall not store materials on the Easement Properties except for storage of materials directly associated with active construction or maintenance activity.

9.2 Fences, Gates and Cattle Guards. FPLE shall consult with Owner and obtain Owner's approval of the location of all fences, gates and cattle guards that it intends to construct on Owner's Property. At Owner's request, FPLE shall repair or replace any fences, gates or cattle guards damaged or removed in connection with FPLE's activities on Owner's Property. Fences removed from the Easement Properties, if replaced, shall be re-built by FPLE at its expense in mutually agreeable locations off the Turbine Site, Met Tower Site, and Access Easement Properties. Once completed, all replacement fences, gates and cattle guards shall be owned and maintained by Owner. To minimize the need for temporary fencing, Owner will cooperate with FPLE to avoid pasturing animals on or near the Easement Properties during periods of construction, maintenance or removal activity by FPLE.

9.3 Insurance and Indemnity. FPLE shall maintain liability insurance insuring FPLE and Owner against loss caused by FPLE's use of the Easement Properties under this agreement. The amount of insurance shall be not less than Three Million Dollars (\$3,000,000.00) of combined single limit liability coverage. FPLE shall provide Owner with a copy of its certificate of insurance and the insurer shall name Owner as an additional insured after receiving a written request from Owner.

FPLE will indemnify and at its expense defend Owner against liability for injuries and claims for direct damage to the extent that they are caused by FPLE's exercise of rights granted in this agreement. This indemnity agreement does not cover losses of rent, business opportunities, crop production, profits and the like that may result from Owner's loss of use of the Easement Properties occupied by Wind Farm Improvements or affected by easement rights granted in this agreement. This agreement to indemnify and defend includes the following if asserted by third parties (other than Owner's immediate family or business entities or trusts in which Owner has any interest, a "Related Party") against Owner, but not if asserted by Owner or a Related Party against FPLE: (a) any claims for property damage or personal injuries attributable to risks of known and unknown dangers associated with electrical generating facilities, or (b) claims of nuisance based on interference with radio and television signal reception or the construction, appearance, sound, operation, maintenance or removal of the Wind Farm Improvements. Owner authorizes FPLE to take reasonable safety measures to reduce the risk that the Wind Farm Improvements will cause harm or injury to people, livestock, other animals and property. This indemnification shall survive the termination of this agreement.

9.4 Requirements of Governmental Agencies. FPLE shall comply in all material respects with valid laws applicable to the Wind Farm Improvements. FPLE shall have the right, in its sole discretion and at its sole expense, in its name or Owner's name, to contest the validity or applicability to the Easement Properties or Wind Farm Improvements of any law, ordinance, statute, order, regulation, property assessment or the like made by any governmental agency or

entity. FPLE shall control any such contest and Owner shall cooperate with FPLE in every reasonable way in such contest, at no expense to Owner.

9.5 Mechanic's and Materialmen's Liens. FPLE shall not permit any mechanic's or materialmen's liens arising out of FPLE's use of the Easement Properties under this agreement to be filed against the Easement Properties. If FPLE wishes to contest any such lien, FPLE shall, within sixty (60) days after it receives notice of the lien, provide a bond or other security or remove such lien from the Easement Properties, all in the manner provided by applicable law.

9.6 Hazardous Materials. FPLE shall not violate, and agrees to indemnify Owner against, any violation on the Easement Properties by FPLE, its agents or contractors, of any applicable law or regulation relating to any substance, material or waste classified as hazardous or toxic, or which is regulated as waste (collectively "Hazardous Materials"). FPLE shall remove any Hazardous Materials that it introduces to the Owner's Property at its sole cost and expense and as nearly as possible restore the Owner's Property to its original condition.

9.7 Remediation of Glare and Shadow Flicker. FPLE agrees that should Owner experience problems with glare or shadow flicker at any occupied residence on Owner's Property associated with the presence of the Turbines on Owner's Property or adjacent properties, FPLE will promptly investigate the nature and extent of the problem and the best methods of correcting any problems found to exist. FPLE at its expense, with agreement of Owner, will then promptly undertake measures such as tree planting or installation of awnings necessary to mitigate the offending glare or shadow.

9.8 Removal of Wind Farm Improvements. Owner shall have no ownership or other interest in any Wind Farm Improvements installed on the Easement Properties, and FPLE shall have the express right, at any time and in its sole discretion, to remove one or more Turbines or other Wind Farm Improvements from the Easement Properties. Owner expressly waives any statutory or common law liens to which Owner might be entitled. Upon full or partial termination of any of the Easements, FPLE shall remove all physical material pertaining to the Wind Farm Improvements from the affected Easement Properties to a depth of forty-eight inches (48") beneath the soil surface, and restore the area formerly occupied by the Wind Farm Improvements to substantially the same physical condition that existed immediately before the construction of the Wind Farm Improvements (the "Removal Obligations"). Plans to satisfy FPLE's Removal Obligations shall be subject to Owner's review and approval before FPLE begins work on removal of Wind Farm Improvements located on Owner's Property. If FPLE fails to complete its Removal Obligations within twelve (12) months of full or partial termination of the applicable Easement, Owner may do so, in which case FPLE shall reimburse Owner for reasonable costs of fulfilling FPLE's Removal Obligations incurred by Owner, less any salvage value reasonably recoverable by Owner.

10. Owner's Duties and Representations

10.1 Owner's Authority. Owner is the sole owner of the Owner's Property including the Easement Properties and has the unrestricted right and authority to sign this agreement and to grant FPLE the Easements and other rights granted in this agreement. When signed by both

parties, this agreement constitutes a valid and binding agreement enforceable in accordance with its terms.

10.2 Exclusivity. Owner agrees that FPLE shall have the exclusive right to convert all of the wind resources of the Owner's Property. Owner's activities and any grant of rights Owner makes to any third party on Owner's Property shall not, now or in the future, interfere in any way with FPLE's exercise of any rights granted under this agreement.

10.3 Liens and Tenants. Owner shall provide FPLE with all information reasonably required for FPLE, at its expense, to identify all liens and other exceptions to Owner's fee title ownership of the Easement Properties (collectively, "Liens;" holders of Liens and tenants are referred to as "Lienholders"). Owner, at no out-of-pocket expense, shall cooperate with FPLE to obtain a non-disturbance agreement from each Lienholder (recorded or unrecorded), which provides that the Lienholder shall not disturb FPLE's possession or rights under this agreement or terminate this agreement or the Easements so long as Owner is not entitled to terminate this agreement or the Easements. If FPLE and Owner are unable to obtain a non-disturbance agreement from a Lienholder, FPLE shall be entitled (but not obligated) to terminate this agreement or to make payments in fulfillment of Owner's obligations to the Lienholder in exchange for a non-disturbance agreement and may deduct the amount of such payments from amounts due to Owner under this agreement.

10.4 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with FPLE, at no expense to Owner, in complying with or obtaining any zoning and land use permits and approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Wind Farm Improvements, including execution of applications for such approvals.

10.5 Indemnity. Owner agrees to indemnify FPLE against all injuries and claims to the extent caused by the operations or activities of Owner or Owner's invitees, employees, agents or contractors.

10.6 Hazardous Materials. Owner represents and warrants to the best of Owner's knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Easement Properties; that the Easement Properties do not contain levels of petroleum or hazardous substances which require remediation; and, that the Easement Properties are not subject to any judicial or administrative action, investigation or order under any applicable environmental laws or regulations. Owner warrants that Owner has done nothing to contaminate the Easement Properties with petroleum, hazardous substances or wastes. Owner agrees to indemnify and hold FPLE harmless against any claims or losses resulting from violation of any applicable environmental laws, except those resulting from FPLE's activities.

11. Development and Use Restrictions

11.1 Hunting. FPLE and Owner shall agree on appropriate measures with respect to hunting and the discharge of firearms on and near the Easement Properties to ensure the safety of FPLE's site personnel and the protection of Wind Farm Improvements on the Easement Properties during and after construction of the Wind Farm Improvements.

11.2 Snowmobiling. FPLE and Owner shall agree on appropriate measures with respect to use of snowmobiles on and in the vicinity of the Easement Properties to ensure the safety of Owner's guests, FPLE's site personnel, and the protection of Wind Farm Improvements on the Easement Properties during and after construction of the Wind Farm.

12. Termination

12.1 FPLE's Right to Terminate. FPLE shall have the right to terminate this agreement as to all or any part of the Easement Properties, or as to any Turbine or other Wind Farm Improvement, at any time, effective upon thirty (30) days' written notice to Owner.

12.2 Owner's Right to Terminate. Except as qualified by Sections 13 and by Section 14, and notwithstanding any other provisions of this agreement, Owner shall have the right to terminate this agreement and the Easements only as to those Easement Properties where: (a) a material default in the payment by FPLE of Annual Installment Payments under this agreement shall have occurred and remains uncured; (b) Owner simultaneously gives FPLE and all Mortgagees and Assignees written notice of the default setting forth in reasonable detail the facts pertaining to the default and specifying the method of cure; and, (c) the default shall not have been remedied within thirty (30) days after FPLE, or within ninety (90) days in the case of all Assignees and Mortgagees, receives the written notice.

Except as specifically allowed by this Section 12, this agreement and the Easements shall not be terminable by Owner under any circumstances. Owner's sole remedy for FPLE's breach of its duties under this agreement (except its duty to timely pay Annual Installment Payments and failure to timely fulfill its Removal Obligations after termination under Section 9.10) shall be an action at law or in equity for money damages or specific performance.

12.3 Effect of Termination. Upon full or partial termination of this agreement, whether as to all of the Easement Properties or only as to some or parts of the Easement Properties, FPLE shall: (a) execute and record a quitclaim deed to Owner of all of FPLE's right, title and interest in the Easement Properties, or in those parts of the Easement Properties as to which this agreement has been terminated, and (b) as soon as reasonably practicable after termination, remove all Wind Farm Improvements from those Easement Properties as to which this agreement was terminated in compliance with its Removal Obligations.

13. Financing and Assignment

13.1 Right to Mortgage and Assign.

(a) FPLE may, upon notice to Owner, but without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this agreement, the Easements, the Easement Properties, or the Wind Farm Improvements (collectively, its "Wind Farm Assets"). These various security interests in all or a part of the Wind Farm Assets are collectively referred to as "Mortgages" and the holders of the Mortgages, their designees and assigns are referred to as "Mortgagees." FPLE shall also have the right without Owner's consent to sell, convey, lease, or assign all or any portion of its Wind Farm Assets on either an exclusive or a non-exclusive basis, or to grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "Assignments"), to one or more persons or entities (collectively, "Assignees"). Assignees and Mortgagees shall use the Wind Farm Assets only for the uses permitted under this agreement. Assignees and Mortgagees shall have all rights and remedies allowed them under then existing laws except as limited by their individual agreements with FPLE, provided that **under no circumstances shall any Mortgagee or Assignee have any greater rights of ownership or use of Owner's Property than the rights granted to FPLE in this agreement.** Whenever FPLE has mortgaged or assigned an interest under this Section, or has conveyed a subeasement or other interest, it will give notice of the mortgage, assignment or conveyance (including the address of the Mortgagee or Assignee for notice purposes) to Owner, provided that failure to give this notice shall not constitute a default under this agreement but rather shall only have the effect of not binding Owner with respect to such mortgage, assignment or conveyance until notice is given.

(b) Owner shall have the right to assign any payments FPLE is required to make upon written notice to FPLE no later than sixty (60) days before any payment is due. The notice shall include the name and address of where any such payment shall be made. In the event of such assignment, no pro-ration of payments shall be permitted and the parties agree that any assignment must be by agreement of Owner and this right is not subject to attachment or election by any third party or court action. Unless the assignment provides otherwise, Owner may terminate this right of assignability by written notice verified by all Owners at any time.

13.2 Owner Obligations. Owner agrees to consent in writing to financing documents as may reasonably be required by Mortgagees. As a precondition to exercising any rights or remedies related to any alleged default by FPLE under this agreement, Owner shall give written notice of the default to each Mortgagee and Assignee at the same time it delivers notice of default to FPLE, specifying in detail the alleged event of default and the required remedy. Each Mortgagee and Assignee shall have the same amount of time to cure the default as to FPLE's entire interest or its partial interest in the Wind Farm Assets as is given to FPLE and the same right to cure any default as FPLE or to remove any property of FPLE, Mortgagees or Assignees located on the Easement Properties. The cure period for each Mortgagee and Assignee shall begin to run at the end of the cure period given to FPLE in this agreement, but in no case shall the cure period for any Mortgagee or Assignee be less than thirty (30) days after receipt of the default notice. Failure by Owner to give a Mortgagee or Assignee notice of default shall not diminish Owner's rights against FPLE, but shall preserve all rights of the Mortgagee or Assignee to cure any default and to remove any property of FPLE, the Mortgagee or Assignee located on the Easement Properties.

13.3 Mortgagee/Assignee Obligations. Any Mortgagee or Assignee that does not directly hold an interest in the Wind Farm Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this agreement prior to the time the Mortgagee or Assignee directly holds an interest in this agreement, or succeeds to absolute title to FPLE's interest. A Mortgagee or Assignee shall be liable to perform obligations (except the Removal Obligations contained in Section 9.8) under this agreement only for and during the period it directly holds such interest or absolute title. Any Assignment permitted under this agreement shall release FPLE or other assignor from obligations accruing after the date that liability is assumed by the Assignee provided that Assignee demonstrates to Owner that it is financially capable of satisfying any obligations of this Agreement.

13.4 Right to Cure Defaults/Notice of Defaults/Right to New Easement.

13.4(a) To prevent termination of this agreement, the Easements, or any partial interest in this agreement and the Easements, FPLE, any Mortgagee or Assignee shall have the right, but not the obligation, at any time to perform any act necessary to cure any default, including paying all past due amounts, and to prevent the termination of this agreement or any interest in the Wind Farm Assets.

13.4(b) In the event of an uncured default by the holder of FPLE's entire interest in this agreement, or in the event of a termination of this agreement by agreement, by operation of law or otherwise, each Mortgagee or Assignee of a partial interest in the Wind Farm Assets that is not in default of its obligations, shall have the right to have Owner either recognize the Mortgagee's or Assignee's interest or grant new easements substantially identical to the Easements. Under the new easements, the Mortgagee or Assignee shall be entitled to, and Owner shall not disturb, Mortgagee's or Assignee's continued use and enjoyment for the remainder of the Term, or such shorter term as an Assignee may otherwise be entitled pursuant to its Assignment.

13.5 Extended Cure Period. If any default by FPLE under this agreement cannot be cured without obtaining possession of all or part of the Wind Farm Assets, then any such default shall be deemed remedied if a Mortgagee or Assignee: (a) within sixty (60) days after receiving notice from Owner as set forth in Section 13.2, acquires possession of all or part of the Wind Farm Assets, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (b) diligently prosecutes any such proceedings to completion; and (c) after gaining possession of all or part of the Wind Farm Assets performs all other obligations as and when the same are due in accordance with the terms of this agreement. If a Mortgagee or Assignee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

13.6 Certificates, etc. Owner shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this agreement, if such be the case), consents to assignment and non-disturbance agreements as FPLE or any Mortgagee or Assignee may reasonably request from time to time.

14. Mortgagee Protection

Any Mortgagee, upon delivery to Owner of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this agreement:

14.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (a) to assign its Mortgage; (b) to enforce its lien and acquire title to all or any portion of the Wind Farm Assets by any lawful means; (c) to take possession of and operate all or any portion of the Wind Farm Assets and to perform all obligations to be performed by FPLE under this agreement, or to cause a receiver to be appointed to do so; and (d) to acquire all or any portion of the Wind Farm Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Owner's consent to assign or transfer all or any portion of the Wind farm Assets to a third party.

14.2 Opportunity to Cure.

14.2(a) During any period of possession of the Easement Properties by a Mortgagee (or a receiver requested by a Mortgagee) and/or while any foreclosure proceedings instituted by a Mortgagee are pending, the Mortgagee shall pay or cause to be paid the fees and all other monetary charges payable by FPLE under this agreement which have accrued and are unpaid at the commencement of the period and those which accrue thereafter during the period. Following acquisition of all or a portion of the Wind Farm Assets by the Mortgagee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Easements shall, as promptly as reasonably possible, commence the cure of all defaults under this agreement and thereafter diligently process such cure to completion.

14.2(b) Any Mortgagee or other party who acquires FPLE's interest in the Wind Farm Assets pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on FPLE by this agreement incurred or accruing after the party no longer has ownership or possession of the Wind Farm Assets.

14.2(c) Neither the bankruptcy nor the insolvency of FPLE shall be grounds for terminating this agreement as long as all Annual Installment Payments and all other monetary charges payable by FPLE under this agreement are paid by the Mortgagee in accordance with the terms of this agreement.

14.3 New Easement.

14.3(a) If this agreement terminates because of FPLE's default, if the Easements are foreclosed, or if this agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights by FPLE and, within ninety (90) days after such event, FPLE or any Mortgagee or Assignee shall have arranged to the reasonable satisfaction of Owner for the payment of all fees or other charges due and payable by FPLE as of the date of such event, then Owner shall execute and deliver to FPLE or such Mortgagee or Assignee or to a designee of one of these

parties, as the case may be, new easements to the Easement Properties which (i) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination; (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this agreement (except for any requirements that have been fulfilled by FPLE or any Mortgagee or Assignee prior to rejection or termination of this agreement); and, (iii) shall include that portion of the Wind Farm Assets in which FPLE or such other Mortgagee or Assignee had an interest on the date of rejection or termination.

14.3(b) After the termination, rejection or disaffirmation of this agreement and during the period thereafter during which any Mortgagee shall be entitled to enter into new easements for the Easement Properties, Owner will not terminate the rights of any Assignee unless in default under its Assignment.

14.3(c) If more than one Mortgagee makes a written request for new easements pursuant to this provision, the new easements shall be delivered to the Mortgagee requesting such new easements after the Mortgagee provides Owner with evidence that its Mortgage is prior in lien.

14.3(d) The provisions of this Section 14 shall survive the termination, rejection or disaffirmation of this agreement and shall continue in full force and effect thereafter to the same extent as if this Section 14 were a separate and independent contract made by Owner, FPLE and each Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this agreement to the date of execution and delivery of such new easements, such Mortgagee may use and enjoy the Easement Properties without hindrance by Owner or any person claiming by, through or under Owner; provided that all of the conditions for the new easements as set forth above are complied with including the payment of all past due amounts due to Owner.

14.4 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this agreement to the contrary, the parties agree that so long as there exists an unpaid Mortgagee, this agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation or release of all or any part of the Wind Farm Assets from FPLE without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by each Mortgagee as if it were a party named in this agreement.

14.5 No Merger. There shall be no merger of this agreement or of the Easements with the fee estate in the Easement Properties by reason of the fact that this agreement or any interest in the Easements may be held, directly or indirectly, by or for the account of any person or persons who shall own any interest in the fee estate. No merger shall occur unless and until all persons at the time having an interest in the fee estate in the Easement Properties and all persons (including each Mortgagee) having an interest in this agreement or in the estate of Owner and FPLE shall sign and record a written instrument effecting such merger.

14.6 Liens. On the commencement of the Term, the Easement Properties shall be free and clear of all monetary liens other than those expressly approved by FPLE, which approval shall not be unreasonably withheld. Thereafter, any assignment of this agreement, mortgage, deed of trust or other monetary lien placed on the Easement Properties by Owner, or permitted by Owner to be placed or to remain on the Easement Properties, shall be subject to this agreement, to any

Assignment or Mortgage then in existence on the Wind Farm Assets as permitted by this agreement, to FPLE's right to encumber the Wind Farm Assets, and to any and all documents executed or to be executed by Owner in connection with FPLE's development of all or any part of the Easement Properties. Owner agrees to cause any monetary liens placed on the Easement Properties by Owner in the future to incorporate the conditions of this Section 14.6.

15. Notices

All notices or other communications required or permitted by this agreement shall be in writing. Notices and payments to Owner, shall be deemed given or made when personally delivered; five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or, one (1) business day after dispatch by Federal Express or other overnight delivery service of national scope, addressed as follows:

Owner:
Gordon & Marjorie Hall
Gordon & Marjorie Hall Revocable Trust
17296A 350th Street
Forest City, IA 50436
Telephone: 641-585-3542

FPLE:
Crystal Lake Wind II, LLC
700 Universe Boulevard
Juno Beach, FL 33408-2683
Telephone: (561) 691-7171
Fax: (561) 691-7177
Attn: Business Manager

Any Assignee or Mortgagee:
The address of the Assignee or Mortgagee as shown in the recorded instrument evidencing the Assignment or Mortgage.

Any party may change its address for purposes of this paragraph by giving written notice of the change to the other parties in the manner provided in this paragraph.

16. Miscellaneous

16.1 Unavoidable Delays. If either party is delayed, hindered in or prevented from performing any act required under this agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, natural disasters, war, civil strife or other violence, the affected party, upon giving notice to the other party, shall be excused from performing the act (except payment of consideration) for the period of the delay. The affected party shall use its reasonable efforts to avoid or remove the causes of

nonperformance and shall continue performance whenever the causes for nonperformance are removed.

16.2 Confidentiality. Owner shall not disclose to others (except Owner's family, legal counsel representing any landowners in the Wind Farm, prospective mortgagees and Assignees, and financial advisors who recognize and agree to preserve and maintain the confidentiality of such information) the terms of this agreement and information about FPPE's methods, power production, or availability of Wind Farm Improvements unless the information is already in the public domain. Owner also agrees not to use such information for Owner's own benefit or permit its use by others for their benefit or to the detriment of FPPE.

16.3 Runs With the Land. Subject only to termination as provided in this agreement the Easements and any restrictions in this agreement shall run with the land affected and shall be binding on, and inure to the benefit of, Owner and FPPE, Mortgagees, Assignees, and their respective successors and assigns, heirs, personal representatives, tenants, or persons claiming through them. Owner agrees to promptly notify FPPE upon the transfer of any interest in Owner's Property.

16.4 Memorandum. Owner and FPPE shall execute in recordable form, and FPPE at its expense shall then record, a memorandum of this agreement satisfactory in form and substance to FPPE and Owner. Owner consents to the recordation of the interest of any Mortgagee or Assignee in the Easement Properties.

16.5 Entire Agreement/Amendments. This agreement constitutes the entire agreement between Owner and FPPE respecting its subject matter and replaces and supersedes any prior agreements. Any agreement, understanding or representation respecting the subject matter of this agreement not expressly set forth in this agreement or a later writing signed by both parties, is null and void. This agreement and the Easements shall not be modified or amended except in a writing signed by the parties or their respective successors in interest.

The parties understand that following construction of the Wind Farm Improvements it will be necessary to substitute **Exhibit C** for **Exhibit B**. The parties agree to cooperate in this substitution of exhibits and in executing any additional agreements or amendments reasonably needed by the parties for their business purposes so long as they do not adversely affect the rights of either party or violate the terms and spirit of this agreement.

16.6 Legal Matters. This agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Any legal action or proceeding by either party under this agreement shall only be brought in or removed to Winnebago County District Court. 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. In the event either party places the enforcement of this agreement, or any part hereof, in the hands of an attorney, or files suit upon the same, the non-prevailing (or defaulting) party shall pay the other party's reasonable attorney fees and court costs. **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. Time is of the essence with regard to the terms and conditions of this agreement.

16.7 Partial Invalidity. Should any provision of this agreement be held, in a final decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this agreement, the parties agree that in no event shall the Term be for longer periods than the longest periods permitted by applicable law.

16.8 Tax Credits. If under applicable law FPLE becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at FPLE's option, Owner and FPLE shall amend this agreement or replace it with a different instrument so as to convert FPLE's interest in the Easement Properties to a substantially similar interest that makes FPLE eligible for such tax credit, benefit or incentive, such as a lease.

16.9 Approvals. No approval required by this agreement shall be unreasonably delayed. Unless a longer or shorter time is specified, all approvals required of either party shall be given or refused in writing within fifteen (15) business days after receipt of the request for approval. Any delay of a requested approval longer than fifteen (15) business days shall be deemed an approval. Approvals shall not be unreasonably withheld except in instances where this agreement specifically permits a party to act in its sole discretion or sole determination.

16.10 Authorization of Other Users. FPLE in its discretion may authorize other persons or entities to use the Easement Properties for the purposes stated in this agreement.

16.11 Lateral Support. FPLE shall have and exercise the right of subjacent and lateral support for Wind Farm Improvements on the Easement Properties to whatever extent is necessary for the safe construction, operation and maintenance of Wind Farm Improvements. Owner expressly covenants that Owner shall not excavate so near the sides of or underneath the Wind Farm Improvements as to undermine or otherwise adversely affect their stability.

16.12 Costs of Future Documentation. FPLE or any Mortgagee or Assignee requesting or receiving from Owner additional, new or revised documents under the terms of this agreement shall pay Owner's reasonable legal fees and other out of pocket expenses related to preparation, review, execution and delivery of the documents requested or received.

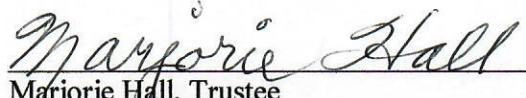
The parties have executed this agreement on the date set forth above.

Owner:

Gordon and Marjorie Hall Revocable Trust



Gordon Hall, Trustee



Marjorie Hall, Trustee

FPLE:

Crystal Lake Wind II, LLC,
A Delaware limited liability company

By:



Dean R. Gosselin, Vice President

EXHIBIT A

Legal Description of Owner's Property

Parcel 1

The Southwest Quarter (SW $\frac{1}{4}$) of Section 29, Township 98 North, Range 25 West of the Fifth Principal Meridian located in Winnebago County, Iowa, Except school house site in the Southwest corner, and Except a tract of land in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 29, more particularly described as follows: Commencing at the Southwest Corner of said Section 29, thence East 334.00 feet to point of beginning, thence North 474.00 feet; thence East 566.80 feet; thence South 0°45'00" 474.00 feet; thence West 573.00 feet to the point of beginning

Parcel 2

The East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 30, Township 98 North, Range 25 West of the Fifth Principal Meridian located in Winnebago County, Iowa, Except the East 163 feet of the South 1,150 feet of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 30.



30

SEC 30-98-25 SE 1/4 NW 1/2

Gordan Hall Trust
SEC 30-98-25 SE 1/4 NW 1/2

400'

44

45

JBOX

70TH AVE.

100'

100'

105'

LEGEND

- 22 TURBINE WITH NUMBER
- 152.5' ONE TO TWO CABLE UNDERGROUND COLLECTION LINE
- 150' PERMANENT EASEMENT (25' EACH SIDE OF CENTERLINE COLLECTION LINE)
- THREE TO SEVEN CABLE UNDERGROUND COLLECTION LINE
- 100' PERMANENT EASEMENT (50' EACH SIDE OF CENTERLINE COLLECTION LINE)
- 35' ROAD ACCESS ROAD
- 50' PERMANENT EASEMENT (25' EACH SIDE OF CENTERLINE ACCESS ROAD)
- CONSTRUCTION EASEMENT
- PROPERTY BOUNDARY
- OVERHEAD TRANSMISSION LINE
- EXISTING ROAD RIGHT-OF-WAY

PRELIMINARY

PROPERTY OWNER APPROVAL
Gordan Hall DATE 10-3-07
Morgania Shell DATE 10-31-07



ISSUE DATE: 10-26-2007



	FPL ENERGY - CRYSTAL LAKE WIND, LLC PHASE II		WINNEBAGO COUNTY, IOWA	
	EXHIBIT B - Gordan Hall Trust SE 30-98-25		WINNEBAGO COUNTY, IOWA	
1061090 Sheet 1 of 1		SNYDER & ASSOCIATES 1751 MADISON AVENUE COUNCIL BLUFFS, IOWA 51503 712-322-3202	ATLANTIC IA 51503 CEDAR RAPIDS, IA 51502-8094 319-362-8094	MARSHVILLE MO 65054-4810 ST. JOSEPH MO 645-364-6222



ISSUE DATE: 10-25-2007



PRELIMINARY

PROPERTY OWNER APPROVAL
 GORDAN HALL TRUST
 MARGARET STALL
 DATE 10/31/07

- LEGEND**
- 22 TURBINE WITH NUMBER
 - 152.5' UNDERGROUND COLLECTION LINE
 - ONE TO TWO CABLE UNDERGROUND COLLECTION LINE
 - 50' PERMANENT EASEMENT (25' EACH SIDE OF CENTERLINE COLLECTION LINE)
 - THREE TO SEVEN CABLE UNDERGROUND COLLECTION LINE
 - 100' PERMANENT EASEMENT (50' EACH SIDE OF CENTERLINE COLLECTION LINE)
 - 35' ROAD ACCESS ROAD
 - 50' PERMANENT EASEMENT (25' EACH SIDE OF CENTERLINE ACCESS ROAD)
 - CONSTRUCTION EASEMENT
 - PROPERTY BOUNDARY
 - OVERHEAD TRANSMISSION LINE
 - EXISTING ROAD RIGHT-OF-WAY

	FPL ENERGY - CRYSTAL LAKE WIND, LLC PHASE II		MARK: _____ DATE: _____ BY: _____
	EXHIBIT B - Gordan Hall Trust SW 29-98-25		Engineer: JWK Checked By: MGG Scale: 1"=300' Technician: DW Date: 10/02/07 Field By: Pjg
SNYDER & ASSOCIATES		1751 MADISON AVENUE ATLANTIC, IA 51520-8000 COUNCIL BLUFFS, IOWA 51503 712-322-2002 CEDAR RAPIDS, IA 515-864-2000 515-864-2000 ST. JOSEPH, MO 816-844-2022	Project No: 1061090 File No: _____
1061090 Sheet 1 of 1			Sheet of 1

HOLDING PAGE FOR EXHIBIT C

As Built Easement Plan

EXHIBIT D

Easement Compensation

(1) **Signing Bonus.** FPLE shall pay to Owner a signing bonus of One Thousand Five Hundred Dollars (\$1500.00) if it executes and delivers this agreement to FPLE by November 16, 2007 and Seven Hundred Fifty Dollars (\$750.00) if it executes and delivers this agreement to FPLE by November 30, 2007. Owner shall receive this signing bonus in consideration for allowing FPLE to conduct Pre-Construction Activities on Owner's Property prior to the Effective Date. The signing bonus shall be non-refundable and shall not be credited against the payment made to Owner on the Effective Date.

(2) **Attorneys Fees.** If Owner hires an attorney to review this agreement, then FPLE shall reimburse the Owner the reasonable cost of such review, but FPLE shall not pay any attorneys fees greater than Five Hundred Dollars (\$500.00).

(3) **"Annual Installments Payments"** means the amounts that are paid to Owner annually for the Easements. The amounts paid to Owner for the Met Tower Site Easement and Met Tower Access Easement shall be paid to Owner annually, but the amount shall be separate from the other Easements.

(4) **Purchase Price for Easements.**

(a) The Annual Installment Payments for the Easements [Turbine Site, Access, Collection (other than a Substation), Construction, Wind Non-Obstruction, Noise and Overhang] during the Initial Term shall be \$6667.00 per 2500 kW rated Turbine. Annual Installment Payments for partial years shall be prorated based on the number of days in the partial year included in the Term. Notwithstanding FPLE's right to remove one or more Turbines or other Wind Farm Improvements at its sole discretion at any time, any such removal within five (5) years from the Effective Date shall not reduce, diminish or otherwise affect the Annual Installment Payment due the Owner hereunder as determined on the Effective Date. After said five (5) year period, if any Turbine or other Wind Farm Improvements have been previously removed or are subsequently removed, future Annual Installment Payments due on the purchase price of the Easements shall be reduced by the amount attributable to the Wind Farm Improvements removed. If a part of the Wind Farm Improvements remains after the end of the Term FPLE shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until FPLE's Removal Obligations are fulfilled ("Removal Date"). However, such payments shall not excuse FPLE from its Removal Obligations, nor extend the time for FPLE to comply with such Removal Obligations.

(b) The Annual Installment Payments for the Easements [Turbine Site, Access, Collection (other than a Substation), Construction, Wind Non-Obstruction, Noise and Overhang] during the Renewal Term shall be an amount to be agreed by the parties. If the parties cannot agree on consideration to be paid for the Renewal Term, they shall select a Member of the Appraisal Institute ("MAI") designated appraiser to determine the appropriate consideration which shall be the then current market rate consideration for similar Easements or leases affecting similar

properties in the Midwest. If the parties cannot agree upon a appraiser, each shall select an MAI designated appraiser and the two appraisers thus selected shall select a third MAI designated appraiser with the average of the three appraisals thus obtained to be the consideration paid for the Renewal Term. Except as otherwise provided herein, the Annual Installment Payments for the Easements shall be one payment rather than separate payments for each Easement.

(5) **Purchase Price for Met Tower Site Easement and Met Tower Access Easements.** The Annual Installment Payments during the Initial Term for the Met Tower Site Easement and Met Tower Access Easement shall be \$1200.00 per Met Tower. Annual Installment Payments for partial years shall be prorated based on the number of days in the partial year included in the Term. The Annual Installment Payments for the Met Tower Site Easement and Met Tower Access Easement during the Renewal Term shall be an amount to be agreed by the parties as set forth in Item 4(b).

(6) **Timing of Payments.** The signing bonus is due upon execution of this agreement by Owner and will be paid within sixty (60) days. Payments for the first partial year of the Term shall be made on the Effective Date. All subsequent Annual Installment Payments shall be due on or before January 15th of the succeeding calendar year or partial calendar year to which they are attributable during the Term. For example purposes only, Annual Installment Payments for the 2009 calendar year, shall be due on or before January 15, 2010. After FPLE delivers **Exhibit C** to Owner, any necessary payment adjustments shall be paid within thirty (30) days by FPLE or credited against the next payment due from FPLE to Owner.

(7) **Increases in Annual Installment Payments.** Beginning with the payment that is to be made by January 15, 2010 for the 2009 calendar year, Annual Installment Payments shall increase annually. FPLE shall compute the increase, if any, of the cost of living based on the CPI - Urban Wage Earners and Clerical Works (U.S. City Average - all items) 1982-84=100 ("**Index**"), published by the bureau of Labor Statistics of the United States Department of Labor. The Annual Installment Payment payable in a given year shall be calculated by multiplying by a fraction the Annual Installment Payment paid in the preceding year (annualized if less than a full year's Annual Installment Payment was paid). The numerator of the fraction shall be the CPI published for the month of October for the year the Annual Installment Payment is to be made, and the denominator shall be the CPI published for the month of October for the preceding year. For example purposes only, the Annual Installment Payment for the calendar year 2009 shall be calculated by multiplying the Annual Installment Payment paid in calendar year 2008 by a fraction, the numerator of which is the CPI for October 2009, and the denominator of which is the CPI for October 2008. In this example, the payment for calendar year 2009 shall be paid by January 15, 2010.

(8) **Transmission Facilities.** FPLE shall pay Owner the one-time sum of \$1.00 per lineal foot for above ground single pole transmission lines installed on Owner's Property. FPLE shall pay Owner a one-time payment of \$5000.00 per acre for the easement area affected by the collection lines installed from the western section line of Owner's Property to the turbine located in the center of Owner's Property. Any payments for the Collections Facilities shall be included in the amount per Turbine specified in Item 4 of this Exhibit D.

(9) **Access Road.** If the access road that FPLE constructs on Owner's Property exceeds 25,000 square feet per Turbine Site, then FPLE shall pay Owner the annual sum of \$5000.00 per acre for such access road [at a width of 38 feet] that exceeds 25,000 square feet per Turbine Site. If the access road that FPLE constructs on Owner's Property exceeds 25,000 square feet per Met Tower, then FPLE shall pay Owner the annual sum of \$5000.00 per acre for such access road [at a width of 38 feet] that exceeds 25,000 square feet per Turbine Site.

(10) **Repowering.** If any Turbine on Owner's Property is re-powered, Owner's Annual Installment Payment will increase by the proportionate increase, if any, in the sum of the Turbine ratings over the Turbine initially constructed. For example, if Owner had three (3) 2500 kilowatt Turbines replaced by two and one-half (2½) 3000 kilowatt Turbines, the total Annual Installment Payment for the Owner would stay the same even though Owner had less Turbines. If Owner had three (3) 2500 kilowatt Turbines and they are replaced by three (3) 3000 kilowatt Turbines, then the total Annual Installment Payments for Owner would increase by twenty percent (20%).

(11) **Crop Compensation.** Each time FPLE exercises its rights under the Construction Easement or Met Tower Access Easement it shall compensate Owner for all crops lost or destroyed by reason of the use, but in no case shall FPLE be required to pay more than a single, total crop loss in any one crop year on any given property. If a use of the Construction Easement causes significant compaction of all or a part of the Construction Easement Property, the compensation paid by FPLE to Owner for that use shall be double the damages for the crops lost or destroyed in the area compacted as calculated below; in consideration of this payment no additional damages shall be paid in future years for that episode of compaction. Damages will be calculated by the following formula: Unit Price x Unit Yield Per Acre x Acres Damaged = Damages. Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the previous three (3) years' yields according to Owner's records for the smallest parcel of land that includes the damaged area. If Owner does not have yield records available, the parties will use FSA records or other commonly used yield information available for the area. The parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. FPLE will pay Owner for crop loss or destruction on the Easement Properties due to FPLE's activities before the Effective Date according to the formula in this paragraph. Payment shall be made within thirty (30) days after determining extent of damage.

(12) **Drainage Tiles.**

(a) FPLE will repair any drainage tiles damaged by its activities on the Easement Properties and will pay crop damage if any crops are damaged due to tiles broken by FPLE's activities. Owner shall notify FPLE within four (4) crop years if they believe drainage tiles are broken as a result of FPLE's activities and have not been repaired properly by FPLE. In the event of a drought and sufficient rainfall has not been received in the first four (4) crop years from the date of installation of the Wind Farm Improvements, then FPLE will extend the yearly time period within which Owner must notify FPLE until the earlier of such time that sufficient rainfall has been received or ten (10) years from the date of installation of the Wind Farm Improvements.

Sufficient rainfall shall be based on the average amount of yearly rainfall received by Winnebago County for the ten (10) year period preceding the date of installation of the Wind Farm Improvements. In the event Owner fails to notify FPLE that they believe drainage tiles remain broken as provided in this paragraph, then FPLE shall have no further responsibility to repair said drainage tiles.

(b) Should Owner desire to install drainage tiles that will cross the Easements (excluding the Overhang Easement), Owner shall first consult with FPLE and obtain FPLE's approval of the plans, specifications, exact depths and locations of the proposed tile prior to construction, which approval may be withheld in FPLE's reasonable discretion. Because of danger of damage to FPLE's Improvements and the safety hazard to persons working in the vicinity of FPLE's electrical collection lines, transformers and other equipment, Owner shall give FPLE at least five (5) days' notice as to when installation of the tile will take place within the Easements. Owner shall coordinate work in these areas so as to permit FPLE's representative to be present at all times tiling or excavation work is performed within these areas. Owner agrees to indemnify FPLE against all liability, including attorneys fees and costs for personal injuries, property damage, loss of business resulting from Owner's failure to comply with the requirements of this paragraph. If installation of the tile damages FPLE's roads, Owner at Owner's expense shall promptly repair the road to the condition it was in before installation of the tile. If Owner complies with the above notice and work coordination requirements, FPLE shall reimburse Owner up to \$500.00 per crossing for the actual additional costs incurred to install tile above or below FPLE's underground power line. FPLE will make no more than one such reimbursement per 1000 feet (or a prorated portion of \$500.00 for cable lengths of less than 1000 feet) of underground cable located within the Owner's Property during the Term.

(13) **Payments from Third Parties and for Non-Wind Energy Purposes.** FPLE shall pay to Owner ten percent (10%) of any rent received by FPLE from third parties such as telecommunications providers for equipment of the third party located on or in the Wind Farm Improvements. If FPLE locates its own telecommunications or other equipment not directly related to or used for Wind Energy Purposes on or in the Wind Farm Improvements, FPLE shall negotiate in good faith with Owner to reach agreement as to reasonable compensation to Owner for this additional use provided however, failure of the parties to reach such an agreement shall not render any part of the agreement void or unenforceable in any event. This paragraph shall not be interpreted to require FPLE to pay Owner any amounts received by FPLE for sale of the electric power generated by the Wind Farm Improvements.

(14) **Payment Allocation Schedule.** All payments shall be made based on the following allocation:

100% to Gordon Hall and Marjorie Hall, as Trustees of the Gordon and Marjorie Hall Revocable Trust