Recording Requested By and
When Recorded Return to:

Jordan Creek Wind Farm LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 691-2359
Attn: General Counsel

#IN-JC1-WCT
Warren County, Indiana

RIGHT-OF-WAY AGREEMENT FOR TRANSMISSION FACILITIES

THIS RIGHT-OF-WAY AGREEMENT FOR TRANSMISSION FACILITIES (this "Agreement") is made, dated and effective as of 2-18, 2020 (the "Effective Date"), between **Warren County, Indiana** ("County"), and **Jordan Creek Wind Farm LLC, a Delaware limited liability company** ("Developer").

A. Developer and County entered into the Agreement Regarding County Roads and Drains, dated October 12, 2016 (the "Road Use Agreement"), in connection with Developer's construction of a wind power project in the County ("Wind Farm"). County, pursuant to Indiana law, controls the roads and certain rights-of-way within the unincorporated areas of Warren County and may place reasonable restrictions on the use of roads and rights-of-way for the public's health, safety and welfare, including but not limited to the placement of poles or other structures in the right-of-way.

B. In connection with its construction of the Wind Farm, Developer will use certain roads, bridges, culverts, and rights-of way located in the County as shown on Exhibit A attached hereto (collectively, the "County Rights of Way"). Developer is a "public utility" within the meaning of IC § 8-1-8.5-1 and IC § 8-1-2-1 and an "energy utility" under IC § 8-1-2.5-2, and the Wind Farm is a "utility" within the meaning of IC § 8-1-2-1. Developer retains the rights, powers and privileges of an Indiana public utility to use public rights-of-way, including the County Rights of Way, for electrical and communication facilities. In addition, as a public utility, Developer is authorized by state law to construct, operate, and maintain its poles, facilities, appliances, and fixtures upon, along, under, and across any public roads and highways as long as they do not interfere with the ordinary and normal public use of the roadway.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein and in the Road Use Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Addresses. All notices, requests and communications in connection with this Agreement shall be addressed as follows:

If to County: Warren County Board of Commissioners
Warren County Courthouse (Second Floor)
125 N. Monroe Street, Suite 7
Williamsport, IN 47993
Attn: County Auditor

With a copy to:

Barce & Redlin, PC
103 N. Jackson Avenue
P.O. Box 252
Fowler, IN 47944
Attn: Jud Barce, Esq.

If to Developer: Jordan Creek Wind Farm LLC
c/o NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
Attn: General Counsel

2. Grant of Transmission Right-of-Way. County hereby grants and licenses Developer an irrevocable, non-exclusive right in, on, over, under, along and across the County Rights of Way, to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time: a line or lines of poles or structures, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the collection and transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross arms and other appliances, fixtures, surface markers and related facilities for use in connection with said poles, structures, wires and cables in, on, over, under, along and across the County Rights of Way. Said poles, structures, wires, cables, foundations, footings, cross arms, appliances, fixtures, surface markers, and related facilities are herein collectively called the "Transmission Facilities."

3. Term and Termination. Unless earlier terminated, the term of this Agreement shall commence on the Effective Date and continue until the date that is fifty (50) years from the commencement of construction of the Transmission Facilities (but not later than December 31, 2070). An "Event of Default" shall exist under this Agreement if: (i) the Transmission Facilities fail to transmit electricity for any purpose (other than avoiding the loss of the rights provided by this Agreement) for a period of twelve (12) consecutive months after initial operations, unless such failure is due to or extended by a Force Majeure event (defined below), (ii) Developer defaults in its obligations to maintain the Transmission Facilities in a safe condition, unless such maintenance is prevented or delayed due to a Force Majeure event; provided, however, that in case of either (i) or (ii), Developer shall have the opportunity to cure any default within a reasonable time after receipt of written notice from County, except in the event that such default relates to an emergency situation, in which case Developer shall immediately cure such default, or (iii) Developer fails to perform its obligations under or otherwise comply with the terms of this Agreement after notice and a reasonable cure period. If an Event of Default occurs and is not cured after notice and a reasonable cure period, then Developer shall promptly remove such poles or overhead lines from

the County Rights of Way. The cost of the removal of such poles or overhead lines, net of salvage value, may be included in the amount of any security posted by Developer for the decommissioning of the Wind Farm as required by the Decommissioning Agreement, dated October 12, 2016, between Developer and County (the "Decommissioning Agreement"). Developer may terminate this Agreement at any time by written notice to County.

4. Use of County Rights of Way.

(a) If, from time to time, County should determine, in its sole discretion, that it will widen a County Right of Way, upon notice from County, Developer shall, at Developer's sole cost, as soon as reasonably possible, relocate any of the transmission poles or underground transmission lines installed pursuant to this Agreement to allow the widening.

(b) Wires suspended from transmission poles may occupy the airspace near or above the roadway surface.

(c) If transmission poles are already situated within a County Right of Way where Developer intends to locate its poles and lines, Developer shall arrange and receive any necessary agreement with the owner of the transmission poles and lines for co-location, as provided in IC § 8-1-2-5.

(d) The County agrees that to the extent that any provision herein conflicts with the terms of County Ordinance No. 2010-9, the terms of this Agreement shall supersede and control.

5. Ownership of Transmission Facilities. County shall have no ownership or other interest in any Transmission Facilities installed on, over, under, or in the County Rights of Way. Developer may remove any or all Transmission Facilities at any time.

6. County's Use of County Rights of Way. Except as provided in Section 4(a) above, County's activities and any grant of rights County makes to any person or entity, shall not interfere with Developer's use of the County Rights of Way, including Developer's development, construction, installation, maintenance or operation of Transmission Facilities.

7. Costs and Maintenance. All costs and expenses incident to the erection, construction, reconstruction, replacement, relocation, removal, maintenance and use of the Transmission Facilities, including the trimming and cutting of any trees and underbrush shall be borne by Developer. Developer shall have the right to make all foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to the Transmission Facilities, including but not limited to trimming any tree along the road or highway, but may not cut down and remove the tree without the consent of the abutting property owners, unless the cutting or removal is required by rule or order of the Indiana utility regulatory commission. When Developer performs such maintenance activities, Developer shall remove all debris created (such as, but not limited to, tree limbs, underbrush, etc.) and dispose of such debris offsite.

8. Compliance with Laws. Developer shall comply with all laws, regulations and rules governing the erection, construction, reconstruction, relocation, replacement, removal, maintenance and use of the Transmission Facilities.

9. Force Majeure. Whenever performance is required of a party hereunder, such party shall use all diligence and take all necessary measures in good faith to perform; provided, however, that if a party's performance of its obligations under this Agreement is prevented, delayed, or otherwise impaired at any time due to any of the following causes, then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances: acts of God, extreme weather, war, civil commotion, riots, or damage to work in progress by reason of fire or other casualty, strikes, lock outs or other labor disputes; delays in transportation; inability to secure labor or materials in the open market; war, terrorism, sabotage, civil strife or other violence; the effect of any law, proclamation, action, demand or requirement of any government agency; or litigation contesting all or any portion of the right, title and interest of Developer or County under this Agreement. If either party experiences, or anticipates that it will experience, an event that, pursuant to this Section 9, shall extend the time of performance by such party of any obligation under this Agreement, then such party shall provide prompt written notice to the other party of the nature and the anticipated length of such delay.

10. Assignment.

10.1. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

10.2. Except as provided in Sections 10.3, 10.4, 10.5 and 10.6 below, no party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (a) such approval shall not be unreasonably withheld, conditioned, or delayed; and (b) without limiting the foregoing, in the case of the County, the County's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of Developer pursuant to this Agreement.

10.3. Developer may, without the need for consent of the County, but upon notice to County, assign or transfer this Agreement, in whole or in part, or any or all of its rights, interests, and obligations under this Agreement to any affiliate or subsidiary, or with the consent of the County (not to be unreasonably withheld), to a company or other entity that acquires substantially all of the Wind Farm assets of the Developer. Additionally, with prior written notice to the County but without the need for consent of the County, Developer may assign or transfer this Agreement, in whole or in part, or any or all of its rights, interests, and obligations under this Agreement, to a (a) public utility or (b) any other company or other entity, provided in either instance that such assignee or an affiliated company shall have comparable experience to the Developer in constructing and operating a wind project in the United States and a net worth of a minimum of $25,000,000 as confirmed by audited financial statements as of the most recent fiscal year.

10.4. Developer will not be required to obtain consent of the County for or in connection with (a) a corporate reorganization of Developer or any of its direct or indirect affiliates, or (b) a sale or transfer of equity interest of Developer or any direct or indirect affiliate of Developer.

10.5. Any transfer or assignment pursuant to this Section 10 shall be subject to the assignee agreeing in writing to be bound by the terms of this Agreement to the extent of the assigned rights, interests, and obligations hereunder. Any transfer or assignment of this Agreement by Developer to an assignee shall be subject to Developer assigning its rights and obligations under the Decommissioning Agreement, Road Use Agreement (if applicable), and the Economic Development Agreement to the same assignee to the extent of the assigned rights, interests, and obligations hereunder. Any notice of assignment required to be delivered by Developer pursuant to this Section shall be in writing, shall set forth the basis for the assignment, including such supporting information as may be necessary to demonstrate compliance with this Section, and shall be delivered to the County not less than forty-five (45) days prior to the effective date of the assignment. The restrictions on the Developer's ability to transfer or assign this Agreement set forth in this Section shall expire on the later of (a) the payment of the last Economic Development Payment by the Developer to the County under the Economic Development Agreement, or (b) ten (10) years after the date of the completion of the Project; provided however, following the expiration of such restrictions, the Developer shall still provide notice of any assignment of this Agreement to the County not less than forty-five (45) days prior to the effective date of the assignment, the assignee shall still agree in writing to be bound by the terms of this Agreement, and any assignment of this Agreement by Developer to an assignee shall still be subject to Developer assigning its rights and obligations under the Economic Development Agreement, Road Use Agreement (if applicable), and the Decommissioning Agreement to the same assignee, all as provided in this Section.

10.6. Developer may, also, without the need for prior approval of the County, enter into any partnership, joint venture or contractual arrangement including, but not limited to, a partial or conditional assignment of equitable interest in whole or in part in the Developer or its parent or affiliate to any person or entity including, but not limited to, tax equity investors, or by security, charge or otherwise encumber its interest under this Agreement for the purposes of financing the development, construction and/or operation of the Project or any portion thereof (any of the foregoing actions, a "Collateral Assignment") and County shall agree to execute and deliver any reasonably requested estoppels related to a Collateral Assignment. Promptly after making such encumbrance, Developer shall notify the County in writing of the name, address, and telephone and facsimile numbers of each party in favor of which Developer's interest under this Agreement has been encumbered (each such party, a "Financing Party" and together, the "Financing Parties"). Such notices shall include the names of the account managers or other representatives of the Financing Parties to whom all written and telephonic communications may be addressed. After giving the County such initial notice regarding either an Assignment or a Collateral Assignment, Developer shall promptly give the County notice of any change in the information provided in the initial notice or any revised notice. The Developer shall, in the event of any such Collateral Assignment, remain bound to the terms of this Agreement unless otherwise agreed by the County. Upon its receipt of notice of any Financing Parties, County shall provide all such Financing Parties with notice of any alleged breach or default under this Agreement and a reasonable time to cure such breach or default, and shall accept any cure of a breach or default by a Financing Party.

11. Miscellaneous.

11.1. *Notices*. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by (i) personal delivery (confirmed by the courier delivery service), (ii) facsimile and confirmed in writing by mail, or (iii) first class certified mail, postage prepaid, certified, to the individuals and addresses indicated in Section 1 above. Any Notice to Financing Party of an Event of Default or termination shall be delivered to the address indicated in Financing Party's notice sent to County under Section 10.1 hereof. Except as expressly provided herein, any Notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such Notice is only mailed by certified mail in which case it shall be deemed to be received five business days after the date that it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

11.2. *Governing Law*. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana.

11.3. *Integration; Amendment*. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto.

11.4. *Recording*. County and Developer agree that this Agreement shall be recorded in the County Records. In the event of any inaccuracy or insufficiency in the description of the County Rights of Way in Exhibit A, Developer may record an amendment or correction of this Agreement to correct such inaccuracy or insufficiency.

11.5. *Counterparts*. This Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

[*Signatures on following page.*]

IN WITNESS WHEREOF, County and Developer have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

"COUNTY"

Warren County, Indiana

By: Board of Commissioners of Warren County, Indiana

Brian Jordan

Adam Hanthorne

Clay Andrews

ATTEST:

Auditor, Warren County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF WARREN)

Before me, Samantha Hill, the undersigned, a Notary Public in and for said County and State, this 19th day of February, 2020, personally appeared Brian Jordan, and acknowledged the execution of the foregoing Right-of-Way Agreement for Transmission Facilities.

Witness my hand and official seal.

Notary Public Signature

My County of Residence: Warren

My commission expires: 4-28-20

STATE OF INDIANA)
) SS:
COUNTY OF WARREN)

Before me, _____, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2020, personally appeared Adam Hanthorne, and acknowledged the execution of the foregoing Right-of-Way Agreement for Transmission Facilities.

Witness my hand and official seal.

_____
Notary Public Signature

My County of Residence: _____

My commission expires: _____

STATE OF INDIANA)
) SS:
COUNTY OF WARREN)

Before me, Samantha Hill, the undersigned, a Notary Public in and for said County and State, this 19th day of February, 2020, personally appeared Clay Andrews, and acknowledged the execution of the foregoing Right-of-Way Agreement for Transmission Facilities.

Witness my hand and official seal.

Samantha S. Hill
Notary Public Signature

My County of Residence: Warren Co

My commission expires: 4-28-2020

"DEVELOPER"

Jordan Creek Wind Farm LLC,
a Delaware limited liability company

By _____
Name: John Di Donato
Title: Vice President

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

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared John Di Donato, as Vice President of Jordan Creek Wind Farm LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

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

(notary seal)

_____
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____

THIS INSTRUMENT WAS PREPARED BY Lisa Quarrie for Jordan Creek Wind Farm, LLC, which is located at 700 Universe Blvd., LAW/JB Juno Beach, FL 33408.

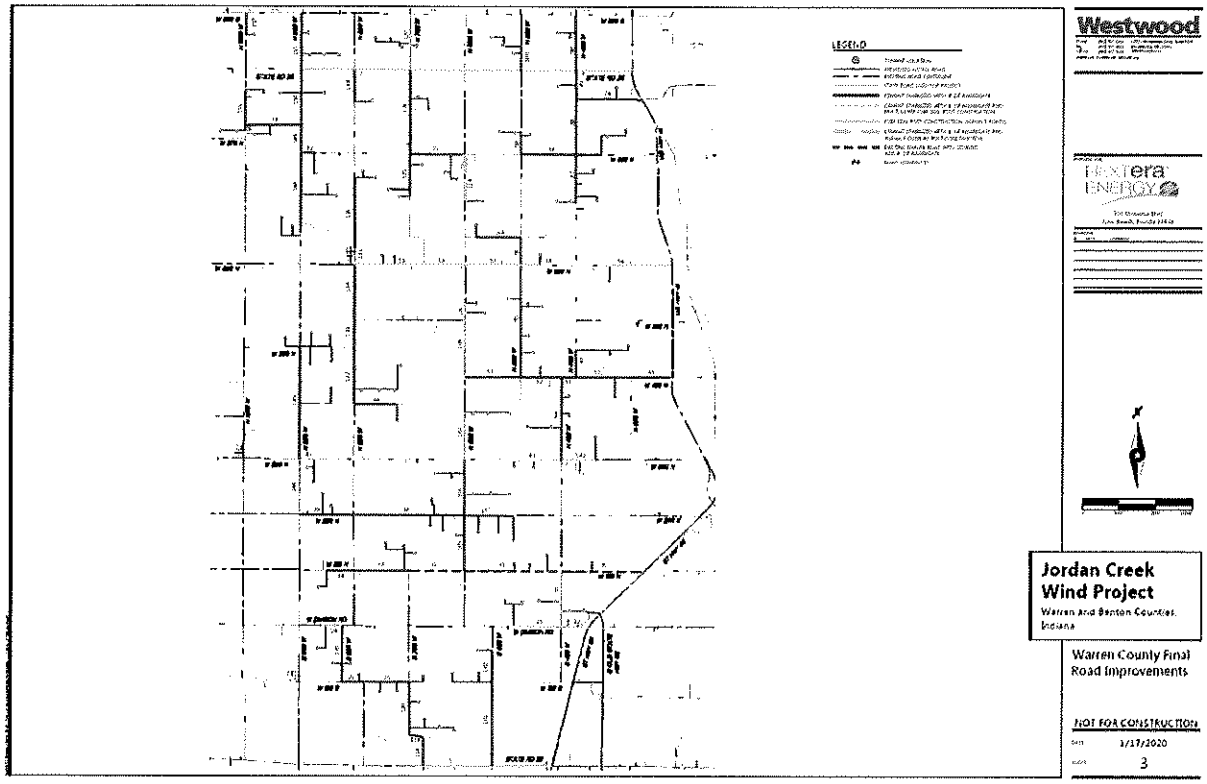
I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number from this document unless required by law.

Name: Lisa Quarrie

Exhibit A

Description of County Rights of Way

That certain real property of the County located in Warren County, Indiana, to wit:



(In the event of any inaccuracies or insufficiencies in the above legal description, Developer may replace it with the correct depiction of the County Rights of Way.)