

Return to: Pleasant Ridge Energy LLC, Attn: Land Administration, One South Wacker Drive, Suite 1900, Chicago, IL 60606

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## NEIGHBOR AGREEMENT

THIS NEIGHBOR AGREEMENT (this "Agreement") is made, dated and effective as of \_\_\_\_\_, 2014 (the "Effective Date") by and between \_\_\_\_\_, residing at \_\_\_\_\_, \_\_\_\_\_, Illinois \_\_\_\_\_ and their successors and assigns ("Owner"), and Pleasant Ridge Energy LLC, a Delaware limited liability company ("Developer"). Owner and Developer may hereafter be referred to herein individually as a "Party" and together as the "Parties."

### RECITALS

- A. Owner owns the real property legally described on Exhibit A, attached hereto and made a part hereof and whose land is not a part of the Wind Project as defined below. ("Owner's Property").
- B. Developer is developing an electric-generating wind power project ("Wind Project") in Livingston County, Illinois ("Wind Project Property"). Developer expects that some of the wind turbine generators, including associated towers, foundations, and support structures (collectively the "Generating Units") of the Wind Project will be installed on land adjacent to or near Owner's Property.

### AGREEMENT

1. Payments. In consideration of this Agreement and the rights granted herein, Developer shall pay to Owner a fee in the amount and at the times as described herein.

If a Generating Unit is installed within one-half mile of a residence existing on the Owner's Property as of the date of this Agreement, then Owner shall be paid:

An annual payment of One Thousand Two Hundred dollars (\$1,200); payable not later than January 31 of each year of the Term following the latter of (i) the date on which the Wind Project begins Commercial Operation, as defined in Section 3 of the Agreement, or (ii) the date on which a Generating Unit is installed within one-half mile of a residence existing on the Owner's Property as of the date of this Agreement. Such annual payment shall be adjusted upwards by two percent (2%) per year on a compounded basis.

2. Term. The term of this Agreement and the Easements described above (the "Term") shall commence upon the Effective Date and shall end on the date that is forty (40) years following the date on which the Wind Project begins Commercial Operation. "Commercial Operation" shall mean the date on which Developer first produces wind energy in commercial quantities from Generating Units located on the Wind Project Property. Upon termination of the Easements, Developer shall file a termination of the Easements in the public records. If Commercial Operation does not occur within seven (7) years of the Effective Date, or if the operation of the constructed Wind Project ceases for a continuous period of five (5) years, and Developer and any successors or assigns have abandoned the development or operation of the Wind Project, then Owner may request by written notice to Developer to terminate and quitclaim this Agreement, and Developer shall deliver a termination and quitclaim of this Agreement in recordable form within forty-five (45) days of any such request.

3. Assignment. Developer shall have the right without Owner's consent to sell, convey, lease, or assign all or any portion of the Agreement and/or the Easements on either an exclusive or non-exclusive basis, or to apportion, 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"). Under no circumstances shall any Lender or Assignee have any greater rights of ownership or use of the Easements than the rights granted to Developer in this Agreement. Any member or partner of Developer or an Assignee shall have the right without Owner's consent to transfer any membership or partnership interest in Developer or such Assignee to one or more persons or entities.

4. Covenants Running With the Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon Owner's Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Owner's Property (including without limitation, any Lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Developer and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property.

5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Developer and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of Owner and Developer. This Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Owner and Developer.

6. Remedies and Termination. If Developer violates the terms or conditions of this Agreement, Owner shall be entitled to any remedy available under applicable law or equity. If Owner violates the terms or conditions of this Agreement, Developer shall be entitled to any remedy available under applicable law or equity.

7. Notices. Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Developer: Pleasant Ridge Energy LLC  
Attn: General Counsel  
1 S. Wacker Drive, Suite 1900  
Chicago, IL 60606

or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Owner and Developer have caused this Agreement to be executed and delivered as of the Effective Date set forth above.

**“DEVELOPER”**

**Pleasant Ridge Energy LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Kevin Parzyck, Vice President

**STATE OF ILLINOIS, COOK COUNTY, ss:**

This record was acknowledged before me on \_\_\_\_\_, 2014, by Kevin Parzyck as Vice President of Pleasant Ridge Energy LLC, a Delaware limited company.

\_\_\_\_\_  
\_\_\_\_\_, Notarial Officer  
My commission expires: \_\_\_\_\_

STAMP

**“OWNER”**

\_\_\_\_\_

**STATE OF ILLINOIS, LIVINGSTON COUNTY, ss:**

This record was acknowledged before me on \_\_\_\_\_ 2014, by \_\_\_\_\_.

Notary's signature: \_\_\_\_\_

Notary's printed name: \_\_\_\_\_

STAMP

My commission expires: \_\_\_\_\_

EXHIBIT A

[Insert Legal Description]