

**PLEASANT RIDGE EXHIBIT  
11B**

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

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**NEIGHBOR AGREEMENT – LUMP SUM**

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 (“Property”), attached hereto and made a part hereof, as of the Ordinance Date set forth in paragraph 1 below.
- 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 “Wind Turbines”) of the Wind Project will be installed on land adjacent to or near the Property.

**AGREEMENT**

1. Payment. 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 Wind Turbine is installed within one-half mile of a permanent dwelling, as measured from the point of the dwelling foundation closest to the Wind Turbine to the center of the Wind Turbine foundation in the case of a Wind Turbine existing on the Property as of \_\_\_\_\_, 2015, the date Livingston County signed Ordinance No. \_\_\_\_\_ approving the Wind Project (“Ordinance Date”), then Owner shall be paid a one-time payment of Fifteen Thousand dollars (\$15,000), payable not later than 30 days following the date on which the Wind Project begins Commercial Operation, as defined in Section 2 of this Agreement. A Property with a permanent dwelling that is within one-half mile of more than one Wind Turbine shall only be entitled to a single \$15,000 payment pursuant to this Agreement. Provided, however, that a person that has entered into a wind easement or a Property Value Guarantee Agreement for such Property in connection with the Wind Project shall not be entitled to any payment pursuant to this Agreement.

2. Commercial Operation. “Commercial Operation” shall mean the date on which Developer begins selling electrical energy generated by substantially all of the Wind Turbines to be included in the Project to a third party power purchaser, excluding, however, electric energy delivered to such third party power purchaser in connection with any testing, start-up or commissioning.

3. 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.

4. 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.

5. 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.

6. 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”**

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**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]