

AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
ROCK ISLAND CLEAN LINE LLC
and the
ILLINOIS DEPARTMENT OF AGRICULTURE
pertaining to the construction of the
ROCK ISLAND CLEAN LINE HVDC LINE AND RELATED AC FACILITIES
OWNED BY ROCK ISLAND CLEAN LINE LLC IN ILLINOIS

For system improvements for which Rock Island Clean Line LLC (hereafter referred to as "Clean Line") has financial and/or technical oversight, the Illinois Department of Agriculture ("IDOA") and Clean Line agree to the following standards and policies that Clean Line will implement as it constructs the Rock Island Clean Line Project (the "Rock Island Clean Line" or "Project"), an approximately ±600 kV HVDC transmission line and related AC improvements, on agricultural land in Illinois. The standards and policies in this Agricultural Impact Mitigation Agreement ("Agreement") will serve to minimize the negative agricultural impacts that may result due to transmission line construction.

The below prescribed construction standards and policies only apply to construction activities occurring partially or wholly on privately owned agricultural land. They do not apply to the construction activities occurring on highway or railroad right-of-way, on other publicly owned land, or on land owned in fee by Clean Line for the purpose of construction of the HVDC-to-AC converter station. Clean Line does agree, however, to adhere to the construction standards relating to the repair of drainage tile (Section 5 under Construction Standards and Policies in the Agreement) regardless of where the drainage tile is encountered, except on the converter station parcel owned by Clean Line.

The mitigative actions specified in the construction standards set forth in this Agreement will be implemented in accordance with the conditions listed below.

Rock Island Clean Line Agricultural Impact Mitigation Policies
Mitigative Action Conditions

- A. All mitigative actions are subject to modification through negotiation by Landowners and a representative of Clean Line. Certain policies require Clean Line to consult with the Landowner or Tenant of a property. Clean Line will engage in good faith efforts to secure the agreement of the Landowner in such cases.
- B. For all actions described herein, Clean Line may negotiate with Landowners for Landowners to carry out the mitigative actions that Landowners wish to perform themselves.
- C. Unless otherwise specified, Clean Line will use commercially reasonable efforts to complete the mitigative actions contemplated by these policies within 45 days of the Completion of Construction of the Electric Line, weather and Landowner permitting. Temporary repairs may be made by Clean Line during the construction process as needed to minimize the risk of additional property damage that may result from an extended construction time period. If weather delays the completion of any mitigative action, Clean Line will provide the Landowner with an estimate of the time needed for completion of the mitigative action.

- D. All mitigative actions pursuant to these policies will extend to associated future construction, maintenance, and repairs by Clean Line.
- E. Clean Line will use good faith efforts to determine all affected Tenants along the route of the transmission line. Clean Line will endeavor to keep Tenants informed of the Project's status and other factors that may have an impact upon their farming operations.
- F. Clean Line agrees to include this document, or any subsequent document or agreement that supersedes it, as part of its submission to the Illinois Commerce Commission. If an environmental assessment and/or impact statement is required for the Project, Clean Line will include a statement of its adherence to these policies in those documents.
- G. Clean Line will implement the mitigative actions contained in these policies to the extent that they do not conflict with the requirements of any applicable federal, state, or local laws, rules, regulations, or other permits and approvals that must be obtained by Clean Line for the Project.
- H. To the extent a mitigative action required by these policies is determined to be unenforceable in the future due to requirements of other permits issued for the Project, Clean Line will so inform the Landowner or Tenant and the Department. Clean Line will work with them to develop a reasonable alternative mitigative action. In addition, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Agreement - Refers to this document, the Agricultural Impact Mitigation Agreement, between Rock Island Clean Line LLC and the Illinois Department of Agriculture pertaining to the construction of the Rock Island Clean Line HVDC line and related AC facilities owned by Rock Island Clean Line LLC in Illinois.

Agricultural land - Land used for cropland, hayland, pasture land, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government set-aside programs.

Clean Line - References to Clean Line shall refer to Rock Island Clean Line LLC and any contractor or sub-contractor in the employ of Rock Island Clean Line LLC for the purpose of completing the Electric Line or any mitigative actions contained herein.

Completion of Construction - The point in construction when all physical equipment has been installed and inspected for the complete Illinois portion of the Project.

Cropland - Land used for growing row crops, small grains, or hay; includes land that was formerly used as cropland but that is currently in a government set-aside program and pastureland comprised of prime farmland.

Electric Line - Includes the electric transmission line and its related appurtenances.

Landowner - Person(s) holding legal title to property on the Electric Line route from whom the Company is seeking, or has obtained, a temporary or permanent easement, or any person(s) legally authorized by a Landowner to make decisions regarding the mitigation or restoration of agricultural impacts to such Landowner's property.

Prime farmland - Agricultural land comprised of soils that are defined by the USDA Natural Resources Conservation Service as being "prime" soils (generally considered the most productive soils with the least input of nutrients and management).

Project - means the Rock Island Clean Line HVDC transmission line and related AC facilities to be constructed and owned by Clean Line.

Right-of-way - Includes the permanent and temporary easements that Clean Line acquires for the purpose of constructing and operating the Project.

Tenant - refers to the person(s) primary responsible for working or managing the Agricultural Land, if not the Landowner.

Topsoil - The uppermost layer of the soil that has the darkest color or the highest content of organic matter, more specifically defined as the "A" horizon.

Rock Island Clean Line Agricultural Impact Mitigation Policies
Construction Standards and Policies

1. Advance Notice of Access to Private Property

Except in the event of an emergency, Clean Line will provide the Landowner with a minimum of 24 hours prior notice before accessing his/her property for the first time for the purposes of constructing, modifying or repairing the Electric Line.

- Prior notice shall first consist of a personal contact or a telephone contact, whereby the Landowner is actually informed of Clean Line's intent to access the Landowner's land. If the Landowner cannot be reached in person or by telephone, Clean Line will mail or hand deliver to the Landowner's home a written notice of Clean Line's intent.

2. Reporting of Inferior Agricultural Impact Mitigation Work

Prior to construction of the Electric Line, Clean Line will provide the Landowner with a phone number and address to contact Clean Line should the Landowner observe inferior work relating to the agricultural impact mitigation work that is performed on the Landowner's property. Clean Line will respond to Landowner and Tenant telephone calls and correspondence within a reasonable time, or in any event, within three business days. Furthermore, Clean Line will provide the Landowner with the phone number and contact information for the Independent Agricultural Inspector as discussed in Section 13 of this Agreement.

3. Support Structure Type and Placement

Tangent structures (straight-line, non-turning structures) will utilize only single, drilled pier type concrete foundations or direct embed type foundations that are typical of single pole type structures. Clean Line will not utilize multi-foundation lattice type structures for tangent structures, though such structures may be used for turns, long spans such as river crossings, and similar situations where specific engineering and environmental challenges are present.

The use of guy wires will be avoided to the extent feasible. If guy wires are required, they will be marked with highly visible guards.

Clean Line will discuss pole placement issues with Landowners. To the extent reasonably possible, support structures will be spaced in such a manner as to minimize their interference with Cropland.

Clean Line will provide the Global Positioning System ("GPS") coordinates of the Project support structure locations to all Landowners or Tenants.

4. Above Ground Facilities

- Permanent above ground facilities in Cropland will be limited to support structures, conductors, communication lines, guy wires, and anchors.
- Temporary access roads, if needed, will be located by agreement with Landowners. Temporary roads will be designed so as to not impede proper drainage and will be built to accommodate mitigation measures for soil erosion. Upon abandonment, temporary roads may be left intact through mutual agreement of the Landowner and Clean Line unless otherwise restricted by federal, state, or local regulations; absent an agreement with the Landowner, temporary roads will be removed within 45 days of Completion of Construction of the Electric Line.
- Permanent access roads, if needed, will be located by agreement with Landowners. Permanent roads will be designed so as to not impede proper drainage and will be built to accommodate mitigation measures for soil erosion.
- Pull pads, construction pads, and tower pads will be needed on a temporary basis during construction. Pad sites will be designed so as to not impede proper drainage and will be built to mitigate soil erosion on or near the pad site locations. Pad site locations will be chosen, to the extent possible, in locations that cause the least practical damage.

5. Drainage Tile

- If drainage tiling is used in areas where the Electric Line will be constructed, Clean Line will send out letters to Landowners inquiring whether support structures will impact tile systems.
- If Clean Line is advised of possible interference with drainage tiles, support structures will be relocated, to the extent reasonably possible, to avoid interference.
- If a drainage tile is intercepted by support structures, the drainage tile will be relocated per an agreement between the Landowners and Clean Line. The new drainage tile shall not be relocated more than 50 feet upstream or downstream of the original location, and the overall length of the reroute will not be greater than 125% of the original length. Reroutes will be completed per the recommendations of the Illinois Drainage Code, Circular 1226.
- If drainage tile is damaged during construction and repair is necessary, Clean Line shall reference any available county Soil and Water Conservation District specifications to aid in the repair. If no specifications are available from the county Soil and Water Conservation District, Clean Line shall reference the USDA NRCS Practice Standard Document, "Surface Drainage" – Code 606 to aid in the repair. Tiles will be repaired with materials of at least the same quality as that which was damaged. Tiles will also be repaired so they operate as well after construction as before construction began.
- Affected Landowners may elect to negotiate a fair settlement with Clean Line for the Landowner or Tenant to undertake the responsibility for repair, relocation, or reconfiguration of the

damaged tile; however, in these cases Clean Line will not be responsible for correcting repairs after completion of the Electric Line.

6. Irrigation Systems

- If the Electric Line or temporary work areas intersect an operational (or soon to be operational) spray irrigation system, Clean Line will establish with the Landowner or Tenant, an acceptable amount of time the irrigation system may be out of service.
- If, as a result of the Electric Line construction activities, an irrigation system interruption results in crop damages, either on the right-of-way or off the right-of-way, Landowners and/or Tenants (as appropriate) will be compensated.
- Clean Line will work with Landowners and/or Tenants to minimize any permanent impacts to irrigation systems and will negotiate appropriate compensation for any permanent impacts in the easement agreements.

7. Restoration of Soils of Compaction and Rutting

- Clean Line will restore rutted land to as near as practical to its pre-construction condition.
- Unless the Landowner opts to do the restoration work, or specifies other arrangements that are acceptable to Clean Line, to mitigate compaction impacts:
 - (1) Clean Line will decompact soil to a depth of 18" any Cropland that has been traversed by construction equipment used for the construction or maintenance of the Project, and
 - (2) Clean Line will chisel to a depth of 12" any pasture or hayland that has been traversed by construction equipment used by Clean Line for the construction or maintenance of the Project.
- Clean Line will repair or pay to have repaired any compaction or rutting within 45 days, weather and Landowner permitting, of the completion of the Electric Line's construction.

8. Fertilization of Disturbed Soil

If desired by the Landowner, within 45 days of Completion of Construction of the Electric Line, weather and Landowner permitting, Clean Line will agree to apply fertilizer and lime to land that has been disturbed by construction and maintenance of the Electric Line in order to help restore fertility to disturbed soils and to promote establishment of vegetative cover. Clean Line will apply the fertilizer at a rate established by the University of Illinois Extension office, unless the Landowner specifies other arrangements that are acceptable to Clean Line.

9. Repair of Damaged Soil Conservation Practices

- Clean Line will repair any damage to soil conservation practices (e.g. terraces, grassed waterways, etc.), that are damaged by construction of the Electric Line.
- If Clean Line is responsible for repairing any damage to soil conservation practices, the repairs will be made in accordance with county Soil and Water Conservation District practices, and any other local, state, or federal requirements, as applicable.
- Clean Line will repair or pay to have repaired any damage to soil conservation practices within 45 days, weather and Landowner permitting, of the Completion of Construction of the Electric Line.

10. Preventing Erosion

Clean Line will work with Landowners to prevent or correct excessive erosion on all lands disturbed by construction by implementing reasonable methods to control erosion. Clean Line will follow the recommendations of the county Soil and Water Conservation District and any other required permit conditions.

Clean Line will use all reasonable efforts to ensure that erosion control measures are implemented within 45 days, weather and Landowner permitting, of the Completion of Construction of the Electric Line.

11. Removal of Construction Debris

As agreed to by the Landowner and Clean Line, Clean Line will remove any construction debris from Landowner's property within 45 days, weather and Landowner permitting, of the Completion of Construction of the Electric Line. Litter generated by construction crews will be removed daily.

12. Damage to Private Property

If construction or related activities for the Rock Island Clean Line damage any private property, Clean Line will use commercially reasonable efforts to repair any such damaged private property within 45 days, weather and Landowner permitting, of the Completion of Construction of the Electric Line. If the Landowner is paid to perform the repair work, Clean Line will pay the ongoing commercial rate for that work.

13. Agricultural Inspector

- Clean Line will employ an Agricultural Inspector for the Project to verify Clean Line's compliance with the provisions of this Agreement. The Agricultural Inspector will work collaboratively with any other Clean Line representatives in achieving compliance with this Agreement. The Agricultural Inspector will be directly available to Landowners and Tenants to address their concerns, after construction is underway.
- The Agricultural Inspector will have the authority to stop construction activities that are determined to be out of compliance with this Agreement.
- Clean Line will document instances of noncompliance and work with construction personnel to identify and implement appropriate corrective actions as needed.
- Clean Line will train construction personnel on the provisions of this Agreement and provide field training on specific topics as needed.

14. Soil and Rock Removal from Support Structure Holes/Foundations

Excess soil material and possibly rocks may be generated from the area displaced by grading or the excavation associated with foundations for the support structures. Clean Line will consult with the Landowner as to the disposition of any excess soil material or spoils generated from foundation construction and will remove the same if necessary.

- If Clean Line is to remove excess soil materials or spoils or rocks, Clean Line will do so within 45 days following Completion of Construction of the Electric Line, weather and Landowner permitting.

15. Clearing of Trees and Brush from the Easement

- If trees are to be removed from privately owned land, Clean Line will consult with the Landowner to see if there are trees of commercial or other value to the Landowner.
- If there are trees of commercial or other value to the Landowner, Clean Line will allow the Landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to the commencement of land clearing, if it is determined by the parties that the trees can be removed safely.
- Clean Line's intent is to chip or mulch trees and brush of no value; however, it will follow the Landowner's desires, if reasonable and legally permitted, regarding the disposition of trees and brush of no value to the Landowner by windrowing, burial, chipping/mulching or removal from any affected property.

16. Organic Farms

Clean Line will send letters to all Landowners prior to construction inquiring about the presence of organic farm production methods. When notified by Landowners of organic farm production and when preferred by the Landowner, Clean Line will avoid use of treated wood for construction matting and avoid herbicide and fertilizer application.

17. Indemnification

Clean Line will indemnify all owners of Agricultural Land upon which such Electric Line is installed, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the construction, maintenance, removal, repair, use, or existence of such Electric Line, whether heretofore or hereafter installed, including damage to such Electric Line or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such owners, their heirs, successors, legal representatives, and assigns.

18. Miscellaneous

- a. The policies included in this Agreement apply to construction and maintenance activities occurring partially or wholly on privately owned Agricultural Land.
- b. The policies included in this Agreement are subject to modification through negotiation with specific Landowners.
- c. Clean Line will use good faith efforts to consult with both Landowners and Tenants of a given property as appropriate.
- d. Clean Line will incorporate by reference, the terms of this Agreement, in easement agreements executed with Landowners on Agricultural Land in Illinois. However, in the event of a conflict between this Agreement and an easement agreement, the easement agreement will control.

Concurrence of the Parties to this Agreement


Clean Line and the Illinois Department of Agriculture concur that this Agreement is the complete agreement governing the mitigation of agricultural impacts that may result from the construction of the Project. Clean Line and the Department of Agriculture further concur that reference to Clean Line's adherence to this Agreement should be included in the opinions and findings of the Illinois Commerce Commission should the Commission issue any Certificate of Public Convenience and Necessity for transmission lines that may impact Agricultural Land.

The effective date of this Agreement commences on the date of execution.



(signature)

Robert F. Flider, Director
Illinois Department of Agriculture



(signature)

Michael Skelly, President
Rock Island Clean Line LLC



(signature)

by Raymond J. Watson, General Counsel

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May 29, 2013

(date)

May 29, 2013

(date)