

Exhibit
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JAN 4 2017

Missouri Public
Service Commission

This document prepared by:
Grain Belt Express Clean Line LLC
1001 McKinney Street, Suite 700
Houston, TX 77002

After recording return to:

Tract # - []

TRANSMISSION LINE EASEMENT AGREEMENT

This Transmission Line Easement Agreement ("Agreement"), dated the ___ day of _____, 20___, is between _____ (collectively, "Grantor" or "Landowner"), and Grain Belt Express Clean Line LLC ("Grantee" or "Grain Belt"), an Indiana limited liability company. Grantee's mailing address: 1001 McKinney St., Suite 700, Houston, TX, 77002.

1. Landowner owns certain real property in _____ County, Missouri, with a legal description as shown on the attached Exhibit A (the "Property").
2. Landowner does hereby grant and convey unto Grain Belt a perpetual, exclusive easement (the "Easement") to construct, operate and maintain an overhead transmission line, as further described below. The legal description of the Easement is generally as depicted on the attached Exhibit B.
 - a. In exchange for receiving the Easement, Grain Belt has paid Landowner an initial payment of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Grain Belt may pay Landowner additional consideration pursuant to that certain Easement Calculation Sheet executed by Landowner concurrently with this Agreement. In the event Grain Belt does not pay the additional consideration by the date(s) provided in and in accordance with the terms of the Easement Calculation Sheet, subject to the notice requirements and cure period set forth in Section 10 of this Agreement, Landowner may terminate this Agreement by providing written notice to Grain Belt. Additionally, to the extent applicable, Grain Belt will pay Landowner for certain damages as set forth in and in accordance with the terms of the Structure and Damages Calculation Sheet executed by Landowner concurrently with this Agreement.

- b. The Easement includes rights to construct, reconstruct, repair, expand within the Easement, improve, alter, replace, operate, use, inspect, maintain and remove an overhead transmission line, which transmission line shall include poles, towers and structures, such wires and cables as Grain Belt shall from time to time suspend therefrom, foundations, footings, attachments, anchors, ground connections, communications devices, or other equipment, accessories and appurtenances, as Grain Belt may deem necessary or desirable in connection therewith (the "Facilities"). The Easement will be used for the transmission of electrical energy, whether existing now or in the future, in order to deliver electrical energy and for all communication purposes related to delivering electrical energy.
- c. The location of the Easement is generally as depicted on the attached Exhibit B. Landowner and Grain Belt agree that after the final engineering design and construction of the Facilities have been completed, Grain Belt will commission a surveyor to create a precise legal description for the Easement, which will be a strip of land designated by Grain Belt not to exceed 100 feet on each side of the center-line of the "as built" Facilities. Landowner authorizes Grain Belt to unilaterally record a legal description and/or drawings of the "as built" Facilities to reflect the precise location of the Easement. However, upon the request of Grain Belt, Landowner agrees to cooperate with Grain Belt and to join Grain Belt in the execution of an amendment to this Agreement or any other documents in recordable form for the purpose of documenting and recording the precise location of the Easement.
- d. The Easement includes the right of ingress and egress over the Easement itself, over the Property of Landowner in order to obtain access to the Easement, and over the Property of Landowner adjacent to the Easement and lying between public or private roads and the Easement in such manner that shall cause the least practicable damage and inconvenience to Landowner.
3. Grain Belt will repair or pay, at Grain Belt's option, Landowner or its tenants for any damage to Landowner's or Landowner's tenants' improvements, livestock and/or crops as a result of Grain Belt exercising its rights under this Agreement. Certain of these damages are addressed in and will be paid in accordance with that certain Damages Calculation Sheet executed by Landowner concurrently with this Agreement. Notwithstanding the foregoing, Grain Belt shall, without being liable for damages, have the right from time to time, including after the initial construction of the Facilities, to: (a) clear the Easement of all buildings or other structures, except fences (provided Grain Belt shall at all times have access through any such fence by means of a gate (at Grain Belt's cost)); (b) control, cut down, trim and remove trees and underbrush from the Easement; and (c) cut down and trim any tree located outside the Easement that in the opinion of Grain Belt may interfere with the safety, proper operation and/or maintenance of the Facilities.
4. Landowner shall have the right to use the Easement for normal farming and grazing purposes and have the right to install and maintain fences (provided Grain Belt shall at all times have access through any such fence by means of a gate), provided such uses do not interfere with Grain Belt's rights and permitted uses of the Easement for the purposes described herein. Landowner shall not, however, engage in any activity or grant any rights to third parties that would interfere with Grain Belt's use of the Easement, including, without limitation, the drilling or operation of any well, construction of any building or other structure, changing of the existing grade, or installation of any utility or other line, main, conduit, fixture or other appurtenance within, under, upon or over the Easement, without in each case the prior written consent of Grain Belt, which consent shall not be unreasonably withheld. Landowner acknowledges and agrees that during the initial construction

of the Facilities or any major work on the Facilities, Landowner may not have access to or use of the Easement for any purpose so as to avoid interfering with such construction or other repair work and in order to allow Grain Belt to maintain the safety of persons and property during such construction or other repair work.

5. Landowner, for themselves, their heirs, successors and assigns, represent, warrant and covenant that they are the true and lawful owners of the Property and have full right and power to grant and convey the Easement as herein provided.
6. Grain Belt may terminate this Agreement at any time by providing written notice to Landowner and removing the Facilities (if such Facilities exist) within one hundred eighty (180) days of such notice whereupon all further obligations under this Agreement shall terminate.
7. All notices given or permitted to be given under this Agreement shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named above, (ii) upon deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party or person intended, or (iii) upon deposit with an overnight courier service addressed by name and address to either party to this Agreement. Either party may, by notice given at any time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.
8. The rights of Grain Belt under this Agreement may be sold, assigned, mortgaged or leased, in whole or in part, by Grain Belt at any time. In the event of any such sale, assignment or lease by Grain Belt of its interests in this Agreement (in whole or in part), Grain Belt shall be released from its obligations under this Agreement to the extent of such sale, assignment or lease, provided that any such purchaser, assignee or lessee assumes Grain Belt's obligations.
9. The Easement and any restrictions of this Agreement are covenants running with the Property and land affected and shall be binding on and inure to the benefit of Landowner and Grain Belt, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming by, through or under them. In furtherance of the foregoing, Landowner acknowledges and agrees that any and all sums due under this Agreement, including, without limitation, under the Easement Calculation Sheet and the Structure and Damages Calculation Sheet, shall be paid only to the then owner of record of the Property at the time the applicable payment is due.
10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. In the event of any breach of a monetary obligation by Grain Belt under this Agreement, Landowner shall provide Grain Belt written notice and Grain Belt shall have thirty (30) days after Grain Belt's receipt of said notice to cure the breach. In the event of any non-monetary breach by Grain Belt under this Agreement, Landowner shall provide Grain Belt written notice and Grain Belt shall have sixty (60) days after Grain Belt's receipt of said notice to cure the breach; provided, however, if the nature of the breach is such that it cannot reasonably be cured within sixty (60) days, Grain Belt shall not be deemed in breach under this Agreement so long as Grain Belt commences the cure within thirty (30) days and thereafter diligently pursues the cure to completion. Notwithstanding anything to the contrary contained herein, Landowner shall have no rights to terminate this Agreement for a breach by Grain Belt before the foregoing cure periods have expired. Landowner and Grain Belt agree to first attempt to settle any dispute arising out of

or in connection with this Agreement by good faith negotiation. If Landowner and Grain Belt 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 state and federal courts in the State of Missouri.

11. Indemnification; Waiver of Claims

- a. Grain Belt shall indemnify and hold harmless Landowner from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and reasonable attorney's fees (collectively "Claims"), for injury to persons or damage to property caused by Grain Belt, or Grain Belt's agents and representatives, in the exercise of Grain Belt's rights under this Agreement, except to the extent resulting from Landowner's breach of the terms of this Agreement or from Landowner's negligence or intentional misconduct.
- b. Grain Belt's indemnification obligation hereunder includes all Claims brought by Grain Belt's employees, agents, contractors, subcontractors or other representatives related to any work performed on the Property in connection with the exercise of Grain Belt's rights in this Agreement.
- c. Grain Belt agrees that it shall not pursue, and hereby waives, any Claims against Landowner, except to the extent caused by Landowner's breach of this Agreement, gross negligence or intentional misconduct; provided however, this Section 11(c) shall not limit any of Grain Belt's remedies for breach of the terms of this Agreement.

12. Landowner hereby consents to Grain Belt contacting any lender, mortgagee or other pre-existing holder of a lien or interest in the Property in order to secure a subordination and or non-disturbance agreement in recordable form for the benefit of the parties. Upon the request of Grain Belt, Landowner agrees to fully cooperate with Grain Belt in order to secure a subordination and/or non-disturbance agreement from each lender, mortgagee or other pre-existing holder of a lien or interest in the Property. Landowner shall not be required to incur any third party out of pocket expenses in connection with assisting Grain Belt in the pursuit of the foregoing subordination and/or non-disturbance agreements; all such third party out of pocket expenses relating to the same shall be paid by Grain Belt. At no additional cost to Landowner, Landowner further agrees to cooperate with Grain Belt's efforts to obtain financing, including providing any documents reasonably requested by Grain Belt, its lenders or as otherwise reasonably required to effectuate the purposes of this Agreement.

13. Landowner hereby expressly releases and waives all privileges, advantages, rights, and benefits under any and all applicable homestead exemption laws.

14. This Agreement may be executed in multiple counterparts and, when executed by all parties, shall constitute one agreement effective and binding on all parties.

IN WITNESS WHEREOF, Landowner and Grain Belt have entered into and made this Agreement effective on the _____ day of _____, 20__.

Landowner:

Grain Belt:

Grain Belt Express Clean Line LLC,
an Indiana limited liability company

Print Name: _____

Landowner Address: _____

By: _____

Print Name: _____

Print Name: _____

Landowner Address _____

Its: _____

Print Name: _____

Landowner Address _____

Print Name: _____

Landowner Address _____

SIGNATURE PAGE TO
TRANSMISSION LINE EASEMENT AGREEMENT

ACKNOWLEDGMENTS

STATE OF _____,
COUNTY OF _____,

The foregoing instrument was duly acknowledged before me on this ___ day of _____, 2013,
by _____, as _____ of Grain Belt Express Clean Line LLC, an Indiana
limited liability company.

Notary Public

My appointment expires: _____

STATE OF _____,
COUNTY OF _____,

The foregoing instrument was duly acknowledged before me on this ___ day of _____ by
_____.

Notary Public

My appointment expires _____

EXHIBIT "A"

[RECITE LEGAL DESCRIPTION AND TAX PARCEL IDENTIFICATION NUMBER(S)]

EXHIBIT "B"

[Sketch]

