

**EXHIBIT B**

**FEE SCHEDULE**

1. **Pre-Construction Payment.** Within thirty (30) days after the Effective Date, Grantee shall pay Owner the sum of **Fifteen Thousand and No/100 Dollars (\$15,000.00)**. This preconstruction payment shall fully compensate Owner for the period prior to the Construction Commencement Date.
  
2. **Transmission Payment.** Grantee shall pay Owner \$2.00 per linear foot of entrenchment containing the Underground Facilities within the Easement Area (the "**Transmission Payment**") (Owner agreeing that Grantee may install multiple transmission cables or wires in the same entrenchment without additional consideration). The Transmission Payment shall be paid fifty percent (50%) within thirty (30) days after commencement of construction of Underground Facilities in the Easement Area, and fifty percent (50%) within thirty (30) days after the Operations Date. The "**Operations Date**" shall be the earlier of (a) the date Grantee begins selling electricity (other than test energy) from the Wind Facilities to a third-party power purchaser, offtaker, merchant buyer, spot market buyer, or other third-party purchaser, or (b) the date that is five (5) years after the Construction Commencement Date.
  
3. **Reserved.**
  
4. **Setback Waiver Payment.** As consideration for the setback waivers granted herein, Grantee shall pay to Owner the sum of Eighty-five Thousand Five Hundred Seventy-Seven Dollars and 95/100 (**\$85,577.95**) (the "**Setback Waiver Payment**"). The Setback Waiver Payment shall be paid by Grantee in two (2) installments as follows:
  - (a) The first installment of the Setback Waiver Payment shall be due within forty-five (45) days after the Effective Date and shall be in the amount of **\$8,580.00**.
  - (b) The second and final installment of the Setback Waiver Payment shall be due within thirty (30) days after the commencement of construction of the Underground Facilities in the Easement Area or Grantee's removal of trees on the Property whichever shall occur first and shall be in the amount of **\$76,997.95**.
  
5. **Compaction Payment.** If, upon determination by a qualified University of Illinois Extension expert or other mutually agreed upon third party expert (the "**Expert**"), Grantee's activities caused compaction to the soils of any part of the Property, which Owner had been using for crops, then Grantee shall pay Owner a single, one-time, compaction damage payment calculated as follows – Unit Price x 400% x Unit Yield per Acre x the Acres subject to such compaction damage. The "**Unit Price**" shall be the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop period. The "**Unit Yield**" will be the average of the previous three years' yield according to Owner's records for the smallest parcel of land that is included in the damaged area. If Owner does not have yield records available, the parties will use the United States Department of Agriculture's (the "**USDA**") Farm Service Agency records or other commonly used yield data available for the area. The compaction damage payment shall be made

within 30 days after determining the extent of the damage by the Expert.

6. Crop/Livestock Damage. Grantee shall reimburse Owner (or, if requested by Owner, Owner's agricultural tenants) one time per occurrence for all damage to cropland, crops and livestock caused by Grantee's construction, operation and maintenance of Underground Facilities within the Easement Area as follows:

6.1. For cropland not already covered by a compaction payment made pursuant to Fee Schedule Section 5 above, each time Grantee exercises its rights hereunder, it shall compensate Owner for all existing crops lost or destroyed by reason of its use (including by reason of requiring that crops not be planted during Grantee's construction of Underground Facilities within the Easement Area) as calculated below, but in no case shall Grantee be required to pay more than a single, total crop loss in any one crop year on any given property. Damages for loss or destruction of existing crops will be calculated using the following formula:  $1.5 \times \text{Unit Price} \times \text{Unit Yield (on a per acre basis)} \times \text{number of acres damaged} = \text{Damages}$ .

6.2 For livestock, an amount equal to the average market price in the county where the livestock is located for each head of livestock lost in the year in which the loss occurred.

6.3 The parties shall try in good faith to agree on the extent of crop damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an Expert (as defined in Fee Schedule Section 5). Payment shall be made within sixty (60) days after determining extent of damage, but Lessee shall not be required to make more than one crop damage payment per calendar year.

7. Conservation Reserve Program Contract. If Owner is a party to a Conservation Reserve Program contract ("CRP Contract") with the USDA, Owner will advise Grantee in writing of the same and shall provide Grantee with a true and complete copy of such CRP Contract, together with all amendments and modifications. Grantee shall contact the Morgan County USDA Farm Service Agency office to determine what (if any) impacts may be caused by the siting of the Easement Area on land under CRP Contract and what remedies will be required to address said impacts. Owner shall cooperate with Grantee in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of improvements on the portions of the Property covered by a CRP Contract.

8. Exclusive Remedies. The remedies provided in Fee Schedule Sections 5 and 6 shall be the exclusive remedies for damages to cropland, crops or livestock caused by Grantee's use of the Easement Area for Grantee's construction, operation and maintenance of Underground Facilities within the Easement Area. Owner and Grantee acknowledge that this liquidated remedy is appropriate because of the difficulty and expense of fixing actual, direct damages for such losses. Except as expressly set forth in this Fee Schedule, Grantee shall not be responsible to compensate Owner or its agricultural tenants for any losses of income, rent, business opportunities, profits, soil compaction, Owner's or its agricultural tenants' inability to grow crops, raise livestock or otherwise use the Easement Area as a result of the construction, maintenance or operation of the Underground Facilities within the Easement Area.

9. Attorney's Fees. Within thirty (30) days after the later of (i) the execution of this Agreement by all parties, and (ii) the submission of an invoice to Grantee, Grantee shall reimburse Owner for Owner's reasonable and actual attorney's fees incurred in review, preparation and execution of this Agreement.