Exhibit No. 104

Grain Belt – Exhibit 104 Timeline and Supporting Docs File No. EC-2025-0136

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

Cheri Meadows,)
Complainant,)) Case No. EC-2025-0136
v.)
)
Grain Belt Express LLC,)
Respondent)

GRAIN BELT EXPRESS LLC'S RESPONSE TO COMPLAINANT'S ADDITIONAL ALLEGATIONS

Pursuant to the Missouri Public Service Commission's ("Commission's") Order Directing Filings, Reopening Discovery, and Canceling Evidentiary Hearing, Grain Belt Express LLC ("Grain Belt Express") hereby files its Response to the additional allegations contained in the March 21, 2025 Reply to Grain Belt Express LLC's Motion for Reconsideration, filed by Cheri Meadows ("Ms. Meadows" or "Complainant"). In support of its Response Grain Belt Express states as follows:

I. Background

1. On October 15, 2024, Ms. Meadows filed a formal complaint against Grain Belt Express, expressing her opposition to the route of Grain Belt Express' AC transmission line, the Tiger Connector, across her property located in Callaway County, Missouri ("Complaint"). The Complaint alleged that Grain Belt Express violated Paragraphs 138 and 140 on page 42 of the Commission's Report and Order in File No. EA-2023-0017 ("CCN Order").

- 2. On November 15, 2024, Grain Belt Express filed its *Response to Formal Complaint* in which it asserted that the Complaint did not identify any law, rule, regulation or Commission Order that Grain Belt Express allegedly violated and further argued that the Complaint is an impermissible attack on a Commission Order because it requested that the Commission-approved route for the Tiger Connector be moved to avoid her property. Grain Belt Express noted that the Complainant's alleged violations pertain to the Commission's Findings of Fact and not to an ordering paragraph, Commission condition, or a provision of Grain Belt Express' Code of Conduct, Landowner Protocol, or Agricultural Impact Mitigation Protocols. Accordingly, Grain Belt Express moved to dismiss the Complaint for failure to state a claim.
- 3. On January 17, 2025, the Commission Staff ("Staff") filed its Report. Based upon its investigation of Ms. Meadows' Complaint, Staff did not discover any violation of applicable statutes, Commission rules, regulations, or Commission Orders.
- 4. Grain Belt Express filed its Response to Staff's Report and Renewed Motion to Dismiss on January 24, 2025. On January 27, 2025, OPC filed a response in opposition to Grain Belt Express' Motion to Dismiss on grounds not relevant to this Response.⁴
- 5. Following a procedural conference in which Judge Clark questioned the parties regarding Grain Belt Express' Motion to Dismiss, on March 5, 2025, the Commission issued its

¹ Response to Formal Complaint, ¶ 45.

² Id, at ¶¶ 12-13,

 $^{^{3}}$ Id. at ¶ 45.

⁴ OPC's response offered two examples of how it believed Ms. Meadows' Complaint might satisfy OPC's liberal standard for *pro se* complainants. Grain Belt Express replied to OPC, explaining why neither of OPC's examples saved Ms. Meadows' failure to state a claim upon which relief can be granted. The Commission's *Order Denying Motion to Dismiss* did not rely on either of the OPC examples as the basis for Ms. Meadows' claims. Ms. Meadow's additional allegations in her *Reply to Grain Belt Express LLC's Motion for Reconsideration* also did not rely on OPC's examples.

Order Denying Motion to Dismiss and Directing Staff to File a Proposed Procedural Schedule ("March 5, 2025 Order").

- 6. At the procedural conference Staff noted that, while its Report did not find that Grain Belt had committed any violations of the Commission's Order in EA-2023-0017, or any other statute or Commission rule, "it did believe that Complainant articulated a potential violation in alleging that Grain Belt has not followed two points of the Commission's Report and Order granting Grain Belt a certificate of convenience and necessity in File No. EA-2023-0017." The Commission agreed.
- 7. On March 14, 2025, Grain Belt Express filed a *Motion for Reconsideration* of the Commission's Order denying Motion to Dismiss, submitting that the Commission's reliance on "two points" which are merely Findings of Fact is in error and results in an unlawful, unjust, and unreasonable denial of its Motion to Dismiss. The *Motion for Reconsideration* is still pending.
- 8. On March 21, 2025, Ms. Meadows filed her Reply to Grain Belt Express' Motion for Reconsideration ("March 21, 2025 Reply"). Although couched as a "Reply" to Grain Belt Express' Motion for Reconsideration, Ms. Meadows made entirely new allegations of wrongdoing by Grain Belt Express. For the first time, Ms. Meadows alleged that Grain Belt Express deliberately omitted and withheld information about the Commission's role in approving the route for the Tiger Connector.
- 9. On March 31, 2025, Grain Belt Express moved to strike the March 21, 2025 Reply, arguing that the Reply is procedurally improper in that it does not respond to Grain Belt Express' *Motion for Reconsideration*, is in violation of Grain Belt Express' procedural due process rights

⁵ March 5, 2025 Order at p. 2.

⁶ Id. at p. 3

in that it asserts new and previously unraised claims, and it therefore should be stricken from the record in this matter.

- 10. On April 21, 2025, Judge Clark convened a prehearing conference at the parties' request. After noting that Ms. Meadows could file a new formal complaint based on the allegations in her March 21, 2025 Reply, which would restart the complaint process, Judge Clark asked the parties if they would object to incorporating the new allegations into the existing complaint, subject to reopening discovery and providing time for Grain Belt Express to answer the new allegations and for Staff to file a supplemental report. No party objected.
- 11. On April 23, 2025, the Commission issued its *Order Directing Filings, Reopening Discovery, and Canceling Evidentiary Hearing*, which directed Grain Belt Express to file a Response to the new allegations by May 21, 2025.

II. Response

- a. Overview
- 12. The Commission identified the new allegations as those set forth in the "My Claim" section of the March 21, 2025 Reply. Considering the evidence submitted in File No. EA-2023-0017 and collected through discovery in this proceeding, it is abundantly clear that the new allegations are completely unfounded.
- 13. Ms. Meadows alleges that she had a "lack of understanding of the definition of 'Order' and how the routing of the Line and PSC's role in approving it worked." However, notice letters and materials provided at the public meetings demonstrate that Grain Belt Express went

⁷ Tr. Vol. 3, pp. 10-12 (April 21, 2025 Prehearing Conference).

 $^{^8}$ Ms. Meadows' Reply to Grain Belt Express LLC's Motion for Reconsideration, \P 6 (March 21, 2025).

above and beyond its obligations to inform landowners such as Ms. Meadows about its Application in File No. EA-2023-0017 and the Commission's process.

- 14. Ms. Meadows alleges that "Grain Belt Express and its affiliates used [my] lack of knowledge to their advantage to prevent me from contacting the PSC sooner and possibly causing them to have to move their line." This claim is preposterous considering that Grain Belt Express notified landowners of the Commission's approval process on numerous occasions and provided phone numbers for contacting the Commission and the Office of the Public Counsel. Further, numerous individual landowners and two landowner associations intervened and participated in File No. EA-2023-0017, demonstrating that there was no effort by Grain Belt Express to prevent landowners from contacting the Commission or participating in the route approval process.⁹
- 15. Ms. Meadows alleges that she had "numerous conversations, interactions, and ... email pleas going as far back as 2023," during which Grain Belt Express representatives could have informed her about the Commission's approval process but, she alleges, did not. However, Grain Belt Express representatives *did* inform Ms. Meadows of the Commission's approval process on at least six occasions, either before Grain Belt Express' Application was filed in File No. EA-2023-0017 or while the Application was pending. These six occasions are addressed in more detail below.
- 16. Furthermore, despite numerous prior invitations for discussion, the first phone call Ms. Meadows made to a Grain Belt Express representative was on June 26, 2023, after the close

⁹ Grain Belt Express filed its notice of intended amendment filing in File No. EA-2023-0017 on July 12, 2022, and its Application to Amend CCN on August 24, 2022. The Missouri Landowners Alliance and the Eastern Missouri Landowners Alliance d/b/a Show Me Concerned Landowners filed applications to intervene on August 12, 2022. Landowner Norman Fishel filed an application to intervene also on August 12, 2022. Landowners David and Patricia Stemme intervened on September 22, 2022; landowners Gary and Carol Riedel intervened on September 23, 2022; landowners William and Amy Jo Hollander intervened on September 23, 2022, and landowner Duston Hudson intervened on September 27, 2022.

of the evidentiary record in File No. EA-2023-0017. The first email Ms. Meadows sent to a Grain Belt Express representative was on June 17, 2024, long after the Commission approved the Tiger Connector Route.

17. Ms. Meadows alleges that "The deliberate omittance and withholding of [information about the Commission's approval process] until it was too late for me to have the line moved off of me to a safer location, was and is a deliberate violation of the Missouri Landowner Protocol's Code of Conduct." However, the evidence shows that there was no withholding of information, let alone that there were any "deliberate" actions amounting to a Code of Conduct violation. To the contrary, Grain Belt Express' communications with Ms. Meadows have at all times been extensive, responsive, respectful, and truthful.

b. Detailed Timeline and Evidence

- 18. For Ms. Meadows to sustain her new allegations, she must produce evidence of Grain Belt Express representatives deliberately withholding information for the purpose of preventing her from participating in File No. EA-2023-0017. Based on extensive discovery regarding the communications between Grain Belt Express representatives and Ms. Meadows, Grain Belt Express offers the annotated timeline provided herewith as **Exhibit A**. Supporting documents for the timeline are provided herewith as **Exhibits B-O**.
- 19. As can be seen from the timeline, Ms. Meadows was informed of the MPSC process no less than six times, either before Grain Belt Express' Application was filed in File No. EA-2023-0017 or while the Application was pending. Reference was made to the MPSC process in the following communications:
 - a. July 12, 2022 letter notifying landowners of the public meetings.
 - b. Public meeting posterboard.
 - c. Public meeting handout.

- d. August 18, 2022 letter notifying landowners that Grain Belt Express would be filing a proposed route at the MPSC.
- e. March 20, 2023 easement offer letter.
- f. August 4, 2023 phone call from Jason Brown.
- 20. On July 12, 2022, Grain Belt Express mailed out letters inviting all landowners potentially affected by alternate routes being considered for the Tiger Connector to several Public Meetings where they could learn more about the project and leave their feedback. The letter stated, "Your input will help us make better decisions as we determine our proposed route for the Missouri Public Service Commission." The letter also listed the website, phone number, and email address through which landowners could obtain additional information about the Tiger Connector. 11
- 21. Cheri Meadows attended one of the July 26, 2022 Public Meetings. Several posterboards were displayed at the Public Meetings, including a poster titled "Next Steps for Tiger Connector" which included anticipated dates for submitting an "application to the Missouri Public Service Commission for approval" and "Anticipated Missouri Public Service Commission review and decision."
- 22. Attendees of the Public Meetings received handouts with the same timeline as displayed on the posterboard.¹³
- 23. On August 18, 2022, Grain Belt Express mailed a notice letter that explained "Grain Belt Express has selected and will be filing a Final Proposed Route for the Tiger Connector with the Missouri Public Service Commission ('Missouri PSC') as part of its Application to Amend its

¹⁰ Exhibit B.

¹¹ Id.

¹² Exhibit D.

¹³ Exhibit E.

Certificate of Convenience and Necessity ('CCN')."¹⁴ The notice letter also stated that "The Application to Amend will address material modifications to the Grain Belt Express project, including proposed changes in the location of the AC interconnecting facilities."¹⁵ Finally, the notice letter stated, "If you have questions for the Missouri PSC please call 573-751-3234, or for the Office of the Public Counsel please call 573-751-4857."¹⁶

- 24. Ms. Meadows has stated that she does not have "any specific recollection of receiving" the August 18, 2022 notice letter. However, the address used for Ms. Meadows matches the address used for the July 12, 2022 notice letter (which Ms. Meadows received as evidenced by her attendance at the Public Meeting). The address for the August 18, 2022 notice letter also matches the address listed by Ms. Meadows on her Comment Card and on her Formal Complaint. Finally, as previously noted in *Grain Belt Express' Response to Cheri Meadows' December 18, 2024 Reply*, the Affidavit filed in File No. EA-2023-0017 is "proof of compliance" with the notice obligations established by 20 CSR 4240-20.045(K) and there is no reason to question that proof here. 20
- 25. On March 20, 2023, Contract Land Staff ("CLS"), on behalf of Grain Belt Express, sent a standard easement offer to Ms. Meadows. The cover letter stated, "In August 2022, Grain Belt Express filed an application with the Missouri Public Service Commission (MPSC) proposing

¹⁴ Exhibit F.

¹⁵ Id.

¹⁶ Id.

¹⁷ Cheri Meadows' Response to Grain Belt Express' 12-6-24 Rebuttal, ¶ 4.

¹⁸ See File No. EA-2023-0017, Direct Testimony of Kevin Chandler, Schedule KC-3.

¹⁹ Compare File No. EA-2023-0017, Direct Testimony of Kevin Chandler, Schedule KC-3 with Exhibit C hereto (Ms. Meadows' comment card) and with Ms. Meadows' Formal Complaint.

²⁰ Grain Belt Express' Response to Cheri Meadows' December 18, 2024 Reply, ¶¶ 4-5.

a route for the Tiger Connector. While the MPSC ruling is expected later in 2023, Grain Belt Express is initiating engagement with landowners along the proposed Grain Belt Express Tiger Connector route to keep landowners informed about the project and seek agreements on a voluntary basis and including upfront compensation for survey access and easement rights."²¹

- 26. On August 4, 2023, Jason Brown, Director of Local and Community Affairs, called Ms. Meadows and spoke for 24 minutes, 27 seconds.²² Ms. Meadows' note regarding the call reads: "Jason Brown from GBE called. They're waiting on PSC decision before figuring out about moving the line off or less on me."²³ Thus, Ms. Meadows' own notes contradict her claim that Grain Belt Express withheld information about the MPSC's role in approving the route of the Tiger Connector. Moreover, the August 4, 2023 phone call—in which Ms. Meadows admits that she was informed of the MPSC's role—occurred over a year before Ms. Meadows filed a formal complaint at the MPSC.
- 27. Against the weight of this indisputable evidence, it is inconceivable how Ms. Meadows can claim that Grain Belt Express representatives deliberately withheld information for the purpose of preventing her from participating in File No. EA-2023-0017.
 - c. Conclusion
- 28. Ms. Meadows' additional allegations are without merit. Ms. Meadows has not met her burden to show that Grain Belt Express representatives deliberately withheld information for the purpose of preventing her from participating in File No. EA-2023-0017. In fact, all available evidence is to the contrary—Grain Belt Express went above and beyond its obligations under the

²¹ See Exhibit G (CLS March 20, 2023 Letter and Offer).

²² See Exhibit H (Ms. Meadow's call log as provided in Response to Grain Belt Express DR CM-7); Exhibit I (Ms. Meadow's call log as provided in response to Staff DR 0014).

²³ See Exhibit J (Ms. Meadows' calendar).

MPSC's regulations and the Code of Conduct to keep landowners, including Ms. Meadows, informed of the MPSC process.

29. With regard to Ms. Meadows' original allegations, the Commission should grant Grain Belt Express' pending Motion for Reconsideration of the Commission's Order Denying Motion to Dismiss because findings of fact are not a law, rule, Order, or decision that can be violated.

WHEREFORE, Grain Belt respectfully requests that the Commission grant its Motion for Reconsideration and further find that Ms. Meadows' additional allegations are without merit.

Respectfully submitted,

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ATTORNEYS FOR RESPONDENT

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served upon all parties of record by email or U.S. mail, postage prepaid, this 21st day of May, 2025.

Ist Anne E. Callenback Attorney for Respondents

Timeline of Correspondence Between Grain Belt Express and Cheri Meadows

- July 12, 2022 Grain Belt Express mailed out letters inviting all landowners
 potentially affected by alternate routes being considered for the Tiger Connector to
 several Public Meetings where they could learn more about the project and leave
 their feedback.¹
 - A total of 283 notifications were mailed to landowners. Notice was also provided to County Clerks and County Commissioners in Callaway, Audrain and Monroe Counties.
 - The letter stated, "Your input will help us make better decisions as we determined our proposed route for the Missouri Public Service Commission."
 - The letter listed a website, phone number, and email address through which landowners could obtain additional information about the Tiger Connector.
- 2. July 14-25, 2022 Advertisements for the Public Meetings ran in newspapers of general circulation in Monroe, Audrain, and Callaway Counties, Missouri.²
- 3. July 26-27, 2022 Grain Belt Express held four in-person Public Meetings, two in Callaway and two in Audrain. 275 people participated in the four Public Meetings. The Project received 66 comment cards during the four Public Meetings. Cheri Meadows attended one of the July 26, 2022 Public Meetings and left a comment card, but did not fill in the "phone number" line of the comment card.³ Jason Brown, Director of Local and Community Affairs, spoke with Ms. Meadows at the July 26, 2022 Public Meeting.
 - Several posterboards were displayed at the Public Meetings, including a
 poster titled "Next Steps for Tiger Connector" and included anticipated dates
 for submitting an "application to the Missouri Public Service Commission for
 approval" and "Anticipated Missouri Public Service Commission review and
 decision."4

¹ See Exhibit B (July 12, 2022 Notice Letter). The July 12, 2022 Notice Letter was also provided in File No. EA-2023-0017, Direct Testimony of Kevin Chander, Schedule KC-2, pp. 19-20.

² See File No. EA-2023-0017, Direct Testimony of Kevin Chandler, p. 11 and Schedule KC-2, pp. 1-9.

³ See Exhibit C (Ms. Meadows' comment card). Ms. Meadows' comment card was also provided in File No. EA-2023-0017, Direct Testimony of Kevin Chandler, Schedule KC-2, p. 89.

⁴ See Exhibit D (public meeting posterboard). The public meeting posterboards were also provided in File No. EA-2023-0017, Direct Testimony of Kevin Chander, Schedule KC-2, pp. 30-42.

- Attendees of the Public Meetings received handouts with the same timeline as displayed on the posterboard.⁵
- 4. August 18, 2022 Grain Belt Express mailed official notice letters to every landowner on the proposed route for the Tiger Connector. The official notice explained that Grain Belt Express would be filing a "Final Proposed Route for the Tiger Connector" for approval by the MPSC. The official notice provided the MPSC docket number and contact information for the MPSC and the Office of Public Counsel.⁶ The address used for Ms. Meadows matches the address used for the July 12, 2022 notice letter, and the address listed by Ms. Meadows on her Comment Card and on her Formal Complaint.⁷
- August 24, 2022 Grain Belt Express filed its Application to amend its Certificate of Convenience and Necessity ("CCN") in File No. EA-2023-0017, which also sought authority for the Tiger Connector and the route thereof.
- February 18-25 and March 1-2, 2023: Advertisements for the Local Public Hearings
 ran in newspapers of general circulation in Monroe, Audrain, and Callaway
 Counties, Missouri. The Local Public Hearings were held by the MPSC on March 6-8,
 2023.8
- 7. February-March, 2023 An agent for Contract Land Staff ("CLS"), working on behalf of Grain Belt Express, made several attempts to contact Ms. Meadows but was unsuccessful.
 - February 9, 2023: CLS agent saw "no trespassing; no soliciting" sign and left.
 - February 14, 2023: CLS agent tried two phone numbers for Ms. Meadows, both of which were non-working numbers.
 - February 16, 2023: CLS agent found another phone number, but it had a busy signal every time it was called.
 - March 14, 2023: CLS agent made another attempt to find contact information but was unsuccessful.

⁵ See Exhibit E (public meeting handout). The public meeting handout was also provided in File No. EA-2023-0017, Direct Testimony of Kevin Chander, Schedule KC-2, pp. 44-45.

⁶ See Exhibit F (August 18, 2022 Notice Letter). The August 18, 2022 Notice Letter, along with the list of addressees, was also provided in File No. EA-2023-0017, Direct Testimony of Kevin Chander, Schedule KC-3.

⁷ See File No. EA-2023-0017, Direct Testimony of Kevin Chandler, Schedule KC-3.

⁸ See File No. EA-2023-0017, Order Setting Local Public Hearing and Directing Notice (Feb. 8, 2023); Order of Correction and Directing Corrected Newspaper Notice (Feb. 24, 2023).

- 8. March 20, 2023: CLS sent a standard easement offer to Ms. Meadows. The cover letter stated, "In August 2022, Grain Belt Express filed an application with the Missouri Public Service Commission (MPSC) proposing a route for the Tiger Connector. While the MPSC ruling is expected later in 2023, Grain Belt Express is initiating engagement with landowners along the proposed Grain Belt Express Tiger Connector route to keep landowners informed about the project and seek agreements on a voluntary basis and including upfront compensation for survey access and easement rights."⁹
- May 24, 2023 Jason Brown, Director of Local and Community Affairs for Grain Belt Express, participated in a phone call with Ms. Meadows from the office of Callaway County Commissioner Randy Kleindienst. This was the first contact between Mr. Brown and Ms. Meadows since the July 2022 Public Meeting.
- 10. June 5-8, 2023 Evidentiary hearing for the CCN, which included participation by numerous landowners and two landowner groups. Callaway County Commissioner Roger Fisher also attended the hearing.
- 11. June 26, 2023 First phone call from Ms. Meadows to Mr. Brown. Mr. Brown missed the call but returned it 9 minutes later and spoke with Ms. Meadows for 8 minutes, 22 seconds.¹⁰
- 12. August 4, 2023 Mr. Brown called Ms. Meadows and spoke for 24 minutes, 27 seconds. 11 Ms. Meadows' note regarding the call reads: "Jason Brown from GBE called. They're waiting on PSC decision before figuring out about moving the line off or less on me." 12
- 13. October 12, 2023 MPSC issued its Report & Order approving the CCN, including approval of the Final Proposed Route for the Tiger Connector.
- 14. October 30, 2023 Mr. Brown called Ms. Meadows, but Ms. Meadows did not answer.¹³
- 15. November 16, 2023 CLS sent a standard easement offer to Ms. Meadows. The cover letter stated, "In August 2022, Grain Belt Express filed an amendment with the Missouri Public Service Commission (MPSC) seeking approval to increase the total

⁹ See Exhibit G (CLS March 20, 2023 Letter and Offer).

¹⁰ See Exhibit H (Ms. Meadows' phone log, provided in response to Grain Belt Express DR CM-7); Exhibit I (Ms. Meadows phone log, provided in response to Staff DR 0014).

¹¹ See Exhibit H.

¹² See Exhibit J (Ms. Meadows' calendar).

¹³ See Exhibit H.

- delivery capacity for the project, bringing five times more energy to Missouri than originally approved in 2019. The amendment, which includes identification for a final Tiger Connector route, was approved by the MPSC on October 12, 2023."¹⁴
- 16. February 26, 2024 Ms. Meadows called Mr. Brown. Mr. Brown missed the call but returned it 2 minutes later. Ms. Meadows missed the return call, but called Mr. Brown back approximately 4 hours and 30 minutes later. They spoke for 36 minutes and 23 seconds. Ms. Meadows' note reads: "Talked to Jason Brown. GBE construction will start end of year or 2025." 16
- 17. March 21, 2024 Mr. Brown called Ms. Meadows. Ms. Meadows missed the call, but returned it later that afternoon and they spoke for six minutes and 21 seconds.¹⁷
- 18. March 25, 2024 At 9:06 am, Jason Brown left a voicemail for Ms. Meadows regarding an in-person meeting at Ms. Meadows' house. Ms. Meadows called back approximately 5 hours later, but Mr. Brown missed the call. Mr. Brown called Ms. Meadows back approximately 3 minutes later and they spoke for 12 minutes and 8 seconds.¹⁸
- 19. March 28, 2024 Representatives of Grain Belt Express met with Ms. Meadows at her residence to discuss her concerns regarding the routing of the Missouri Tiger Connector through her property. There, the representatives explained that it would not be possible to shift the route completely off her property without introducing a new landowner that is currently unaffected by the route, something the CCN Report and Order prevents Grain Belt Express from doing. However, Grain Belt Express committed that the engineering team would work to shift the route as far to the south and away from her residence as possible. Ms. Meadows also requested that Grain Belt Express stake the exact location of the ROW on her property. Grain Belt Express representatives agreed to do so.¹⁹
- 20. May 13, 2024 Grain Belt Express attempted to call Ms. Meadows. There was no answer, and a voicemail was left to notify Ms. Meadows that the surveyors will be on her property on May 15th to stake her property (at her request).²⁰

¹⁴ See Exhibit K (CLS November 16, 2023 Letter and Offer).

¹⁵ See Exhibit H.

¹⁶ See Exhibit J.

¹⁷ See Exhibit H.

¹⁸ See Exhibit H.

¹⁹ See File No. EC-2025-0136, Grain Belt Express Response to Formal Complaint, ¶ 26 (Nov. 15, 2024).

²⁰ See Exhibit H.

- 21. May 15, 2024 Surveying and Mapping, LLC (SAM), Grain Belt Express' contracted surveyors, staked Ms. Meadow's property with the exact location of the MPSC-approved route.
- 22. June 12, 2024 Mr. Brown called Ms. Meadows to discuss the placement of the stakes/ROW in more detail. They spoke for 53 minutes and 28 seconds.²¹
- 23. June 17, 2024 Ms. Meadows emailed Jason Brown with pictures of her property.²²
- 24. June 27, 2024 Ms. Meadows began communicating with the MPSC (Jay Eastlick, Regulatory Compliance Manager in the Consumer Services Department).²³
- 25. July 10, 2024 Mr. Brown attempted to call Ms. Meadows, but she declined the call.²⁴
- 26. July 12, 2024 Ms. Meadows emailed Kevin Chandler.25
- 27. July 15, 2024 Ms. Meadows called Grain Belt and left a voicemail.26
- 28. July 16, 2024 Grain Belt Express received a letter from the Missouri Attorney General's Office (via Jake Humphrey, Consumer Protection Division) regarding a complaint from Ms. Meadows.²⁷
- 29. July 18, 2024 Ms. Meadows called Mr. Brown, but Mr. Brown missed the call. 28
- 30. July 18, 2024 Ms. Meadows filed an informal complaint at the MPSC.
- 31. July 25, 2024 Grain Belt Express received notice of the informal complaint at the MPSC.
- 32. July 30, 2024 Grain Belt Express responded to the Missouri Attorney General's Office.²⁹
- 33. August 8, 2024 Grain Belt Express responded to Ms. Meadow's informal complaint at the MPSC.³⁰

²¹ See Exhibit H.

²² See Exhibit L (Ms. Meadows' June 17, 2024 email).

²³ See Exhibit M (Ms. Meadows' Response to Grain Belt Express DR CM-3).

²⁴ See Exhibit H.

²⁵ See Exhibit N (Ms. Meadows' July 12, 2024 email).

²⁶ See Exhibit H.

²⁷ See Exhibit O (Letter from Missouri Attorney General's Office, Consumer Protection Division).

²⁸ See Exhibit H.

²⁹ See File No. EC-2025-0136, Grain Belt Express Response to Formal Complaint, Exhibit B.

³⁰ See File No. EC-2025-0136, Grain Belt Express Response to Formal Complaint, Exhibit A.

- 34. October 9, 2024 CLS sent a standard easement offer to Ms. Meadows. The cover letter stated, "In August 2022, Grain Belt Express filed an amendment with the Missouri Public Service Commission (MPSC) seeking approval to increase the total delivery capacity for the project, bringing five times more energy to Missouri than originally approved in 2019. The amendment, which includes identification for a final Tiger Connector route, was approved by the MPSC on October 12, 2023."³¹
- 35. October 15, 2024 Ms. Meadows filed a formal complaint against Grain Belt Express, expressing her opposition to the route of the Tiger Connector across her property.
- 36. March 21, 2025 For the first time, Ms. Meadows alleged that Grain Belt Express deliberately omitted and withheld information about the Commission's role in approving the route for the Tiger Connector.³²

³¹ See Exhibit P (CLS October 9, 2024 Letter and Offer).

³² See File No. EC-2025-0136, Cheri Meadows' Reply to Grain Belt Express' Motion for Reconsideration.

July 12, 2022

[Name] [Street Address] [City, State, Zip Code]

Re: Grain Belt Express Tiger Connector Transmission Line - Notice of Public Meeting

You are receiving this letter to notify you about the Grain Belt Express Tiger Connector project in Audrain, Callaway, and Monroe Counties and to invite you to attend an upcoming public meeting in your area. According to our records, you own at least one parcel along one of the route options being considered for the proposed Grain Belt Express Tiger Connector transmission delivery link.

As valued members of the community and landowners along routes being considered, we would like to invite you to join us for the public meetings being held in your area to learn more about the project, view detailed maps of the route options being considered, and talk with members of the project team. Each meeting will present the same information. Meetings are being held in Audrain County and Callaway County, Missouri. Please attend whichever meeting is most convenient with your schedule. Your input will help us make better decisions as we determine our proposed route for the Missouri Public Service Commission. We look forward to meeting you at one of the following meetings.

Tiger Connector Public Meetings

Tuesday, J	ulv	26	2022
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Wednesday, July 27, 2022

12 p.m. – 2 p.m. **OR** 5 p.m. – 7 p.m.

12 p.m. - 2 p.m. **OR** 5 p.m. - 7 p.m.

Knights of Columbus

John C. Harris Community Center

9584 State Hwy 15, Mexico, MO 65265

350 Sycamore St, Fulton, MO 65251

What Is the Tiger Connector?

The Tiger Connector is an approximately 40-mile-long electric transmission line that will connect existing power infrastructure - the McCredie Substation, located in Callaway County, Missouri to new power delivery. This new power delivery is provided by the approved Grain Belt Express transmission line to be built in North Missouri. The proposed point of interconnection is in Monroe County, Missouri.

What are the Benefits?

The Tiger Connector is one part of a vital infrastructure project built to meet the energy needs of Midwestern families and businesses by providing access to more affordable, reliable power. In linking Grain Belt Express to existing transmission infrastructure, Tiger Connector will bring the economic and energy benefits of Grain Belt Express to more Missouri homes and businesses by connecting all of the largest power grids that serve Missouri consumers.

The benefits of this project include:

- An easement package that provides landowner protections and fair compensation
- \$4.4 billion in forecasted energy cost savings and additional reliability benefits for energy consumers across Missouri.
- New local jobs, spending, and economic activity during construction, and new community tax revenue for the life of the project.
- 100% clean, domestic power to strengthen America's energy independence the equivalent of two new nuclear power plants worth of homegrown energy available to Missouri consumers.

Project History and Current Status

Owned by Invenergy Transmission – a Midwest based energy developer – Grain Belt Express was approved by the Missouri Public Utility Commission in 2019. The project has an existing service agreement that will provide \$12.8 million in annual energy savings for 39 municipal utilities across Missouri. The Tiger Connector will significantly expand those savings and benefits, providing more power delivery to Missouri.

Across our projects, Invenergy has relationships with over 12,000 landowners, more than 80 percent of whom are farmers and ranchers. We know how to build - the right way - treating landowners with respect and fairness. We've been working with landowners across Missouri securing voluntary easements for the Grain Belt Express since 2020. This notice is our first step in working with the community to develop routes for the Grain Belt Express Tiger Connector.

What to Expect at the Meeting

The public meetings will be open house format and attendees can come and go as they please during meeting hours. No formal presentation will be given. Any person unable to attend the inperson meeting can view and provide comments though a self-paced Virtual Open House. The Virtual Open House will be accessible on the website between July 25 and August 5, 2022. To join, visit GrainBeltExpress.com/Tiger-Connector.

We have included a map of the Tiger Connector route options currently being considered. Detailed parcel maps will be available at the public meetings. For additional information, visit our website at GrainBeltExpress.com/Tiger-Connector, leave a message on our hotline at 866-452-4082, ext. 2 or email us at TigerConnector@GrainBeltExpress.com.

Sincerely,

The Tiger Connector Project Team

Enclosures:

Grain Belt Express Tiger Connector Map

#617

Exhibit C to Response to Additional Allegations - PUBLIC 37

Invenergy Transmission

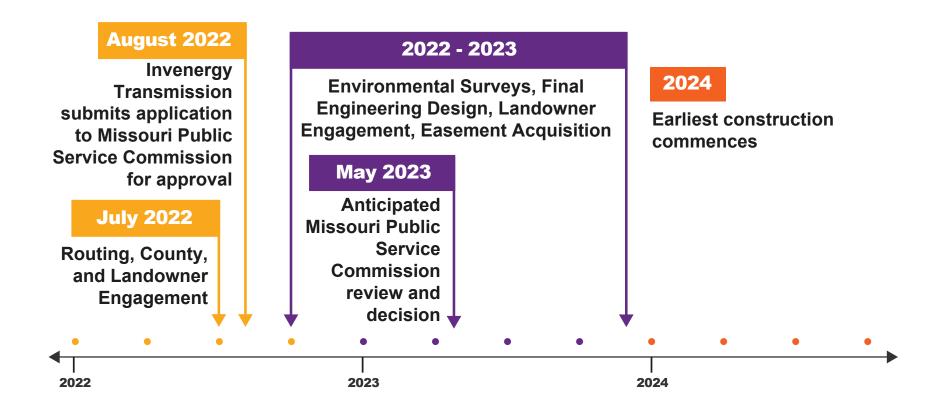
Tiger Connector

PUBLIC MEETING COMMENT FORM

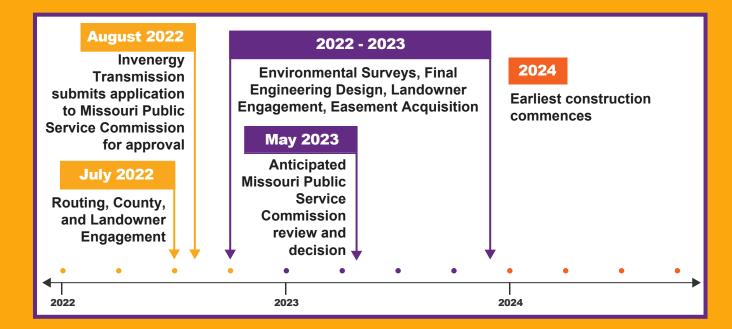
Name: Cheri Meadows				
Address:				
City:	_State:	Mo	Zip:	
Phone:	Email: _			
Contact Preference: ☐ Phone ☒ Email			•	
Did you receive a letter in the mail regarding today's	s meeting?	⊠ Yes □ N	o	
Please use the space below to provide comments al additional information about your land.	bout the pr	oject, ask que	estions, or sh	are any
No! I disagree up all of the	is t a	m Vehe	mently	
I don't want it on over / ne would be simple to move the	line	9/000	my	±
proposed property line to the in	itesec to 2.	tion, ce	Itting t	he
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he Tiger Connector crosses land that (check all that ap	10.000			
☑lown ☐ my relatives own ☐lrent ☐lfarm	∐∣mana	ige		
ow would you rate your level of support for the Tiger of Strongly Support 2- Moderately Support 3- Neutral 4-		The second secon		 ist

Invenergy Transmission

Next Steps for Tiger Connector



Next Steps for Tiger Connector



Stay Connected

Questions or Comments?

There are many ways to get in touch and/or provide a comment



866.452.4082



TigerConnector@GrainBeltExpress.com



Visit GrainBeltExpress.com/Tiger-Connector



Complete your comment card during the meeting and return to project staff.

Participate in our Virtual Meeting:





Invenergy Transmission

Tiger Connector



What is the Tiger Connector?

The Grain Belt Express Tiger Connector is an approximately 40-mile-long electric transmission line that will connect existing power infrastructure – the McCredie Substation, located in Callaway County, Missouri – to new power delivery. This new power delivery is provided by the approved Grain Belt Express transmission line to be built in North Missouri. The proposed point of interconnection is located in Monroe County, Missouri.

The Tiger Connector is one part of a vital infrastructure project built to meet the energy needs of Midwestern families and businesses by providing access to more affordable, reliable power. In linking Grain Belt Express to existing transmission infrastructure, Tiger Connector will bring the economic and energy benefits of Grain Belt Express to more Missouri homes and businesses by connecting the largest power grids that serve Missouri consumers.

Grain Belt Express has already secured a service agreement with the Missouri Joint Municipal Electric Commission (MJMUEC) that will provide clean energy and \$12.8 million in energy savings throughout Missouri.

Welcome to the Grain Belt Express
Tiger Connector
Public Meeting

The purpose of this meeting is to:



Introduce the project to the public.



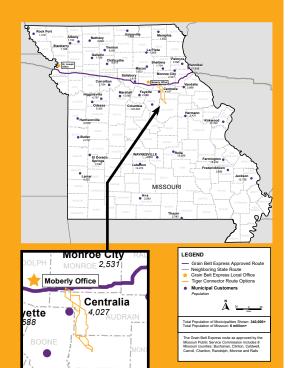
Present the proposed route options being evaluated for the Tiger Connector.



Receive your comments on the project and answer your questions.

Why the Tiger Connector?

The Tiger Connector will enable Missouri to see an equal share of power delivered by the Grain Belt Express transmission, including delivery to 39 municipal utilities and access for rural communities, small towns, and cities across Missouri.



A Project by Invenergy Transmission

Invenergy Transmission is the owner and developer of Grain Belt Express and an affiliate of Invenergy. Invenergy is a U.S. company and has successfully developed over 190 large scale energy projects.

Invenergy knowns how to build the right way and has relationships with over 12,000 landowners, more than 80 percent of whom are farmers and ranchers. 10% of Invenergy's workforce are U.S. military veterans.

Economic Progress and Community Benefit in Missouri

The Grain Belt Express Tiger Connector will enable delivery of these benefits to more Missouri homes and businesses, by connecting the largest power grids that serve Missouri consumers. The benefits of this project include:



An easement package that provides landowner protections and fair compensation.



\$4.4 billion in forecasted energy cost savings and additional reliability benefits for Missouri.



New local jobs, spending, and economic activity during construction, and new community tax revenue for the life of the project.



100% clean, domestic power to strengthen America's energy independence – the equivalent of two new nuclear power plants worth of homegrown energy available to Missouri consumers.

Tiger Connector Route Options

Tiger Connector Route Options

Approved Grain Belt Express HVDC* route

HVDC* Converter Station

McCredie Substation

County Lines

* HVDC= High Voltage Direct Current



Routing Process

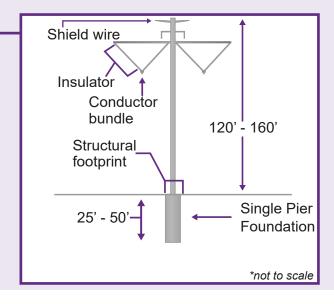
- A site has been selected and secured for a converter station in Monroe County.
- Power is transmitted across the Grain Belt Express using direct current (DC) and will need to be converted to alternating current (AC) at a converter station.
- Currently, there are a number of potential paths that Invenergy Transmission is evaluating. **There are no preferred paths to date.**
- Landowner input provides unique information that will help us make better decisions as we determine our proposed route for the Missouri Public Service Commission.
- All potential routes are evaluated by considering environmental, engineering, and social criteria. All landowner input will be considered throughout the routing process.



Typical Structure Types

Typical Monopole Structure

- Voltage 345kV
- Structure footprint: 5-foot diameter foundation typical
- Typical span length between structures: 800 feet typical
- Typical structure height: 120 160 feet height range





We Value Your Input

Complete your comment card during the meeting and return to project staff or participate in the virtual open house at **GrainBeltExpress.com/Tiger-Connector**



August 18, 2022

Landowner 1 Landowner 2 Mail To Address 1 Address 2 City, State Zip

RE: Grain Belt Express Tiger Connector – Notice of Final Proposed Route and Application to Amend Certificate of Convenience and Necessity

Dear [First Name],

You are receiving this letter because you were previously notified of the Grain Belt Express Tiger Connector ("Tiger Connector") route options being considered by Grain Belt Express, LLC ("Grain Belt Express"). According to public records you own one or more properties along the Final Proposed Route or within 300 feet of the centerline of the Final Proposed Route for the Tiger Connector. You can view detailed maps of the Final Proposed Route online at GrainBeltExpress.com/Tiger-Connector.

The Grain Belt Express project team recognizes the importance of keeping community members and property owners informed about project milestones and we want to provide you with the latest updates and an overview of the next steps. After listening, reviewing, and considering all landowner input received during earlier landowner outreach efforts, Grain Belt Express has selected and will be filing a Final Proposed Route for the Tiger Connector with the Missouri Public Service Commission ("Missouri PSC") as part of its Application to Amend its Certificate of Convenience and Necessity ("CCN").

Through this letter, Grain Belt Express provides notice of its intent to file the Application to Amend its CCN with the Missouri PSC in Case No. EA-2023-0017.

In 2019, the Missouri PSC issued a CCN to Grain Belt Express. This included approval, in Case No. EA-2016-0358, of the existing high-voltage direct current route ("HVDC"), which is not changing, as well as associated alternating current ("AC") interconnecting facilities. The Application to Amend will address material modifications to the Grain Belt Express project, including proposed changes in the location of the AC interconnecting facilities. The new proposed AC connector line, known as Tiger Connector, will consist of an approximately 35.8 mile, 345kV transmission line that will connect a converter station proposed to be located in Monroe County to points of interconnect at and near the McCredie Substation in Callaway County.

Grain Belt Express will be filing its Application to Amend with the Missouri PSC soon. The expected timing for a Missouri PSC decision is mid-2023.

The Grain Belt Express transmission line will deliver more affordable, reliable power to homes and businesses across Missouri and the Midwest. In linking Grain Belt Express to existing infrastructure, Tiger Connector will bring the economic and energy benefits of Grain Belt Express to more Missouri homes, businesses and communities.



Should you have questions about the Final Proposed Route, please contact the project team at 866.452.4082 by email at TigerConnector@GrainBeltExpress.com or visit the project website at GrainBeltExpress.com/Tiger-Connector. If you have questions for the Missouri PSC please call 573-751-3234, or for the Office of the Public Counsel please call 573-751-4857.

Public collaboration remains a top priority for our team and we appreciate your participation throughout the routing and landowner engagement process. Thank you for your engagement in this Project.

Sincerely,

Patrick Whitty Vice President

Invenergy Transmission



03/20/2023

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Subject: Parcel Tax	(ID:			

Dear Cheri Meadows,

I am working on behalf of the Grain Belt Express transmission line project as the dedicated land representative for you and landowners in your area. My role is to provide information regarding transmission line easements along the Tiger Connector route.

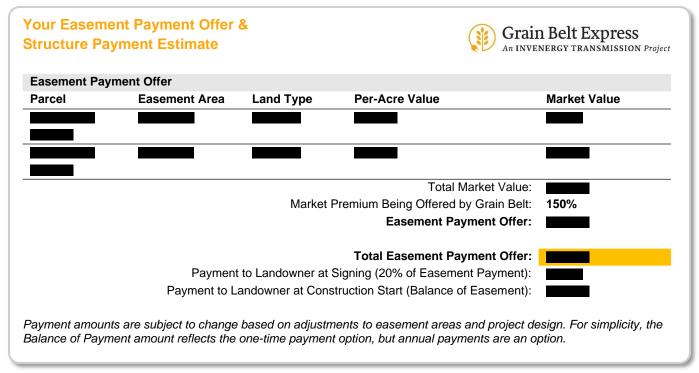
Grain Belt Express is an approximately 800-mile, 5000-megawatt transmission line project connecting four states—Kansas, Missouri, Illinois, and Indiana. Grain Belt Express will carry affordable, reliable power to millions of homes and businesses across the Midwest and other regions, delivering 100% domestic, clean electricity while powering economic opportunity and energy security.

Grain Belt Express is an investment in Missouri communities, providing energy savings and reliability for Missouri families and businesses. Grain Belt Express will create \$1.3B in economic activity for Missouri and generate billions in cost savings for Missouri energy consumers over the first 15 years.

The Grain Belt Express Tiger Connector is a 40-mile alternating current delivery link that will send power from a converter station in Monroe County to a delivery point in Callaway County. Landowners were contacted previously regarding the route evaluation process for the Tiger Connector. In August 2022, Grain Belt Express filed an application with the Missouri Public Service Commission (MPSC) proposing a route for the Tiger Connector. While the MPSC ruling is expected later in 2023, Grain Belt Express is initiating engagement with landowners along the proposed Grain Belt Express Tiger Connector route to keep landowners informed about the project and seek agreements on a voluntary basis and including upfront compensation for survey access and easement rights.

Grain Belt Express has retained Contract Land Staff (CLS) to conduct landowner outreach and easement negotiations. As your dedicated land representative, I am writing to provide you with the standard form easement agreement for landowners, along with documents relating to payments and parcel ownership. Presented below is a summary of your easement payment offer based on the compensation terms proposed to the Missouri Public Service Commission:





You may elect to receive your easement payment in a lump sum or broken out into annual payments over time. Additionally, you will receive compensation for any crop and conservation program revenues impacted by the project. All payment terms are further described in Exhibits C, D and E of the enclosed Easement Agreement.

The easement payment offer is based on land type data and corresponding market valuation information that was available to Grain Belt Express and CLS when this letter was prepared. If you have reason to believe that the information used to calculate the offer for your land is incorrect, please notify me.

Enclosed with this letter are the following documents:

- 1. Parcel Identification: Parcel summary information as published by your county
- **2. Easement Agreement:** The standard form contract for Grain Belt land agreements, with certain information fields and Exhibits filled in for the parcel(s) you own
- 3. Signing Instructions: Instructions on how to sign the easement should you wish to do so at this time
- **4. USDA Consent Form:** Authorizes the release of USDA program information to Grain Belt Express so that Grain Belt Express can coordinate and compensate you appropriately for any land impacted by the project that is currently enrolled in a USDA program (CRP, EQIP, or similar)
- 5. W-9: Standard tax form required by the Internal Revenue Service



In addition to this information, you can learn more about Grain Belt Express and the Tiger Connector at www.grainbeltexpress.com. After you have time to review the information, I will contact you to follow up and answer any questions you have. If there is a preference on the best way to contact you, please let me know through the contact information I have provided. I invite you to reach out to me at any time. Thank you for your time, and I hope to speak with you soon.

Respectfully,

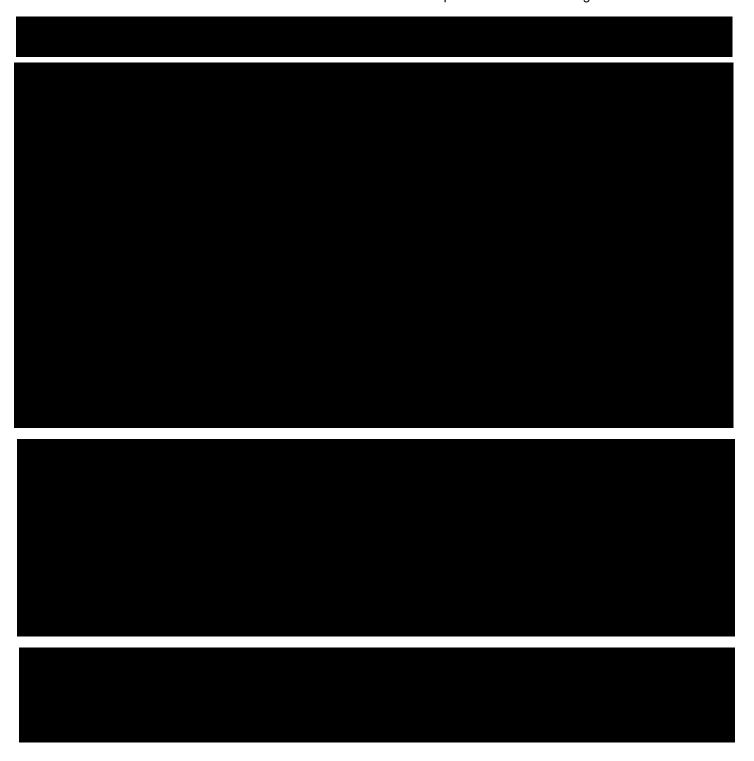
Rick Phillips

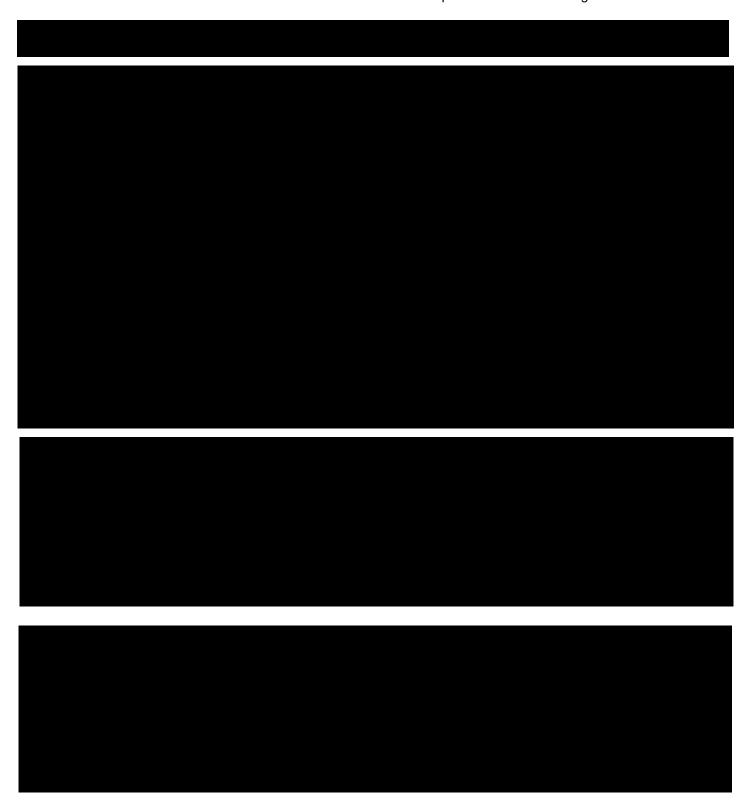
Contract Land Staff, LLC 555 Washington Avenue, Suite 310

St. Louis, MO 63101

Rick.phillips@contractlandstaff.com

(660) 973-6652





(Space above reserved for Recorder of Deeds certification)

This document prepared by:	After recording return to:
Grain Belt Express LLC	Grain Belt Express LLC c/o Invenergy Transmission LLC
One South Wacker Drive, Suite 1800	One South Wacker Drive, Suite 1800
Chicago, Illinois 60606	Chicago, Illinois 60606
Legal Description: See page A-1	Reference Book and Page: N/A

Tract #:

TRANSMISSION LINE EASEMENT AGREEMENT

County of Callaway, State of Missouri

Th	s Transmission Line Easement Agreement ("Ag	greement") as of	, 20	_ (the
"E	fective Date"), by and between CHERI K. MEAL	OOWS, ("Landowner" or "G	rantor") with a m	ailing
ado	ress of	, and Grain Belt Express I	LC, an Indiana li	mited
liał	vility company ("Grain Belt" or "Grantee") with	a mailing address of One Sou	ıth Wacker Drive,	Suite
180	0, Chicago, Illinois 60606, Attn: General Counsel			
1.	Landowner owns certain real property in	Missouri, with a leg	gal description as s	hown
	on the attached Exhibit A (the " Property ").			

- 2. Landowner does hereby grant and convey unto Grain Belt, an exclusive as to the types of Facilities (defined below) perpetual easement (the "Easement") to construct, operate, repair and maintain a transmission line, as further described below. The location of the Easement is generally as depicted on the attached Exhibit B (the "Easement Area") which will be a strip of land designated by Grain Belt, anticipated to be 75 feet (not to exceed 100 feet) on each side of the center-line of the "as built" Facilities.
 - a. <u>Payments</u>. In exchange for receiving the Easement, Grain Belt shall pay Landowner payments (i) pursuant to that certain Easement Calculation Sheet attached hereto as <u>Exhibit C</u>, and (ii) to the extent applicable, for certain damages as set forth in and in accordance with the terms of the Crop Compensation Calculation attached hereto as <u>Exhibit D</u>, in each case pursuant to the Landowner Payment Instructions attached hereto as <u>Exhibit E</u>, and each of which Exhibits shall remain confidential and will be removed prior to any recording of this Agreement.
 - b. <u>Transmission Easement</u>. The Easement includes rights to develop, permit, construct, reconstruct, repair, improve, alter, replace, operate, use, inspect, maintain and remove a transmission line, which transmission line may 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, and other equipment, accessories, access roads and appurtenances, as Grain Belt may deem necessary or desirable in connection therewith (the "Facilities") and to study or inspect in preparation therefor, including survey, soil sampling, geotechnical evaluation, environmental tests, archeological assessments, and transmission and interconnection studies. The Easement may be used for the transmission of electrical energy and for communication purposes, whether existing now or in the future in order to facilitate the delivery of electrical energy.

- c. <u>Telecommunications Easement</u>. The Easement may also be used for installation, operation, and maintenance of fiber optic cable and other equipment needed for the transmission of communications to or by third parties.
- d. Site Plan. Prior to construction, Grain Belt shall provide Landowner with a site plan indicating the approximate proposed location of the Facilities, including structures and access roads. No later than twenty (20) days after receipt of the site plan from Grain Belt, Landowner shall provide Grain Belt with Landowner's comments or proposed revisions to the site plan, if any. Grain Belt shall consider in good faith revising the approximate proposed location of the Facilities based upon any such comments or proposed revisions, in Grain Belt's discretion. 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 Area.
- e. <u>Access Easement</u>. The Easement includes the non-exclusive right of ingress and egress over the Easement itself, over the Property of the 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 a manner that shall cause the least practicable damage and inconvenience to the Landowner, taking into account proximity to public means of access, terrain, and other geographical and engineering considerations, and Grain Belt's ability to exercise its rights under this Agreement.
- f. <u>Landowner Notification</u>. Except in the event of an emergency, Grain Belt will provide notice to the Landowner at least 24 hours in advance of accessing the Property for the first time for the purpose of constructing, modifying, or repairing the Facilities.
- g. <u>As-Built</u>. 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 Area. 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 Area.
- h. <u>Grain Belt Conduct</u>. Any Facilities constructed by Grain Belt will be constructed in a good and workmanlike manner and such Facilities shall be so maintained until the termination of this Easement or removal of such Facilities by Grain Belt.
- i. Gates. After entering or exiting any gate providing access to the Property, Grain Belt shall leave such gate in the same open/close condition as existed prior to such entrance/exit; provided, however, that Grain Belt may, only upon consultation with Landowner, leave such gates open during construction, installation, improvement, replacement, repair and maintenance of the Facilities. Following the construction of the Facilities, should Landowner maintain livestock on the Property, Grain Belt shall be responsible for any and all liability or damages incurred by Landowner and directly caused by the Grain Belt, Grain Belt's agents, assigns, successor's failure

to properly close any gates on the Property, which gates were opened by Grain Belt, Grain Belt's agents, assigns or successors.

- 3. Crop Compensation. 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, whether such damage occurs before, during, or after construction. Crop compensation will be paid in accordance with the methodology set in the Crop Compensation Calculation, attached hereto as Exhibit D. Landowner and Grain Belt agree that the Crop Compensation Calculation or any alternative Crop Compensation Term Sheet executed concurrently with this Agreement is in satisfaction of all loss in crop yields attributed to construction of the Facilities and all routine operation and maintenance throughout the Term of this Agreement and Landowner waives all additional claims for loss in crop yields associated with such construction and routine operation and maintenance. In the event of non-routine maintenance or reconstruction, Landowner and Grain Belt agree to negotiate in good faith regarding compensation paid by Grain Belt to Landowner for all loss in crop yields attributed to such non-routine maintenance or reconstruction, with the intent that the Landowner be made whole for any damages or losses that occur as a result of non-routine maintenance or reconstruction.
- 4. <u>Clearance Easement</u>. Notwithstanding <u>Section 3</u> above, 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 Area of any improvements or other structures installed by Landowner after the execution hereof to the extent that they interfere with Grain Belt's ability to exercise its rights under this Agreement, 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 Area; and (c) cut down and trim any tree located encroaching upon the Easement Area or Facilities that in the reasonable opinion of Grain Belt may interfere with the safety, proper operation and/or maintenance of the Facilities. Landowner may retain the right to trees of commercial value. When clearing easement, Grain Belt shall: (a) coordinate with the Landowner regarding disposition of trees of commercial value at least 30 days before the commencement of clearing; (b) if requested by Landowner, cut logs 12" in diameter or more into 10 to 20 foot lengths and stack them just outside the right-of-way for handling by the Landowner; (c) cut stumps as close to the ground as practical, but in any event will be left no more than 4 inches above grade; (d) treat stumps to prevent regrowth consistent with industry best practices and subject to vegetation types, site specific land uses, and any environmental sensitivities; (e) notify Landowner of the Transmission Vegetation Management Policy and of the specific vegetation treatments for Landowner's property; (f) reseed disturbed areas consistent with reclamation best practices in consultation with Landowner, restoration specialists, and government agencies; (g) follow best practices to minimize erosion, with particular practice employed at a given location depending upon terrain, soil, and other relevant factors.
- 5. Non-Interference. Landowner shall have the right to use the Easement Area for normal farming and grazing, hunting, recreation, and any other purposes provided that (a) hunting shall not be done in a manner that could reasonably endanger personnel constructing the Facilities, (b) Grain Belt shall at all times have access through any fences to the Easement Area by means of a gate, and (c) such uses do not interfere with electrical safety or Grain Belt's rights and permitted use of the Easement for the purposes described herein. Landowner shall not engage in any activity or grant any rights to third parties in the Easement Area 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 Area, 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 during

which periods Grain Belt shall work expeditiously to complete such construction or work with reasonable diligence, Landowner may not have access to or use of the Easement Area 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.

- 6. <u>Title to Facilities and Property</u>. Grain Belt shall have no ownership interest in fee title to the Property. Grain Belt will retain title to the Facilities and shall have the right to remove them from the Property at any time. Landowner shall have no ownership interest in or to any Facilities. Nothing in this Agreement, however, shall be construed as requiring Grain Belt to install or operate the Facilities. Grain Belt shall have the right to quietly and peaceably hold, possess and enjoy the Easement for the duration of this Agreement, without hindrance or molestation, and Landowner shall defend Grain Belt's right of use and occupancy to the same against the claims of all persons. When executed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.
- 7. Representations. Landowner represents, warrants and covenants that they are the true and lawful owners of the Property, have good and marketable title to the Property, have the unrestricted right, power and authority to grant and convey the Easement as herein provided, and that there are no recorded or unrecorded liens, encumbrances, leases (including oil, gas and/or other mineral interests), easements, licenses, rights of way, mortgages, deeds of trust, conservation easements or other exceptions that could interfere with Grain Belt's operations on the Property, except as noted below:

Landowner shall fully cooperate and assist Grain Belt, in removing or limiting such interference, including obtaining a subordination and non-disturbance agreement.

- 8. Cooperation. Landowner shall cooperate with Grain Belt (including signing in Landowner's name, if necessary), at no expense to Landowner, in applying for, complying with or obtaining any approvals and consents, environmental reviews, or any other permits, licenses, approvals or consents requested by Grain Belt for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Facilities and any other improvements made by Grain Belt and permitted in this Agreement. Landowner shall take no actions that would cause Grain Belt to fail to comply with permits, approvals, or consents of any governmental authority having jurisdiction over the Property once issued. To the extent permitted by law, Landowner hereby irrevocably waives enforcement of any applicable setback requirements respecting the location of Facilities.
- 9. <u>Taxes</u>. Landowner shall pay all taxes, assessments, or other governmental charges, general and specific, that shall or may during the Term be imposed on, or arise in connection with the Property itself; provided, however, during the Term Grain Belt shall be liable for any incremental increase in such taxes, assessments, or other governmental charges for the Property directly or indirectly resulting from the presence of the Facilities on the Property. Grain Belt shall pay all taxes, assessments, or other governmental charges that are due and payable with respect to the Facilities on the Property.
- 10. <u>Insurance</u>. Grain Belt shall procure and maintain at its sole cost and expense throughout the Term of this Agreement, a policy or policies of liability insurance in amounts not less than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, insuring against any and all liability to the extent obtainable for injury or death of a person or persons or damage to property occasioned by or arising out of or in connection with the use,

construction, and occupancy of the Property, such liability limit may be maintained with a combination of primary and excess coverage in a manner permitted under Missouri law.

- 11. <u>Termination</u>. Grain Belt may terminate this Agreement at any time by providing written notice to Landowner and removing Facilities from the Property as soon as practicable whereupon all further rights and obligations under this Agreement shall terminate. In the event the Facilities are permanently retired from service, Grain Belt shall promptly issue termination notice to Landowner. Upon such termination of this Agreement, Grain Belt shall, as soon as practicable thereafter, (i) file a release of the Easement in the real property records of the county in which the Property is located, (ii) remove above-ground and below-ground (to a depth of three (3) feet below grade) Facilities from the Property and (iii) secure, maintain and dispose of debris with respect to the Facilities. All of the Property disturbed by Grain Belt shall be restored to a condition reasonably similar to its original condition. Reclamation shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion.
- 12. Default. If either Party defaults in performance of an obligation under this Agreement the nondefaulting Party shall not have the right to exercise any remedies hereunder if the default is cured within sixty (60) days of receiving written notice of such default from the non-defaulting Party specifying in detail the default and the requested remedy (the "Notice of Default"); provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure then the non-defaulting Party shall not have the right to exercise any remedies hereunder so long as the defaulting Party commences performance of the cure within sixty (60) days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence. Subject to the limitations set forth in this Section 12, should a default remain uncured beyond the applicable cure periods the non-defaulting Party shall be entitled to exercise any remedy available at law or equity. Notwithstanding the foregoing, anything to the contrary contained in this Agreement, or any rights at law or in equity, in the event there are Facilities located on the Property, in no event shall any default of this Agreement beyond applicable cure periods terminate, or entitle any Party to terminate, this Agreement or any Easement or right granted hereunder unless expressly pursuant to the provisions of Exhibit C hereof and, if after the commencement of construction, only after exhausting all other remedies at law and equity.
- 13. Notices. All notices under this Agreement shall be in writing and shall be considered given either (i) when delivered in person, (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, or (iii) upon deposit with an overnight courier service addressed by name and address to either party to this Agreement, addressed to the mailing address set forth above. Either party may, by written 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. Landowner may designate alternate contact information for informal communications pursuant to the form attached as Exhibit E.
- 14. <u>Right to Mortgage</u>. 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 all of Grain Belt's obligations under this Agreement.
- 15. <u>Benefits and Burdens</u>. 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.

16. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. 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, subject to the limitations as otherwise set forth herein each shall have all remedies available at law or in equity in state and federal courts in the State of Missouri.

17. Indemnification; Waiver of Claims

- a. Grain Belt shall indemnify and hold harmless Landowner and any tenants of Landowner from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and reasonable attorney's fees, 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 (collectively "Claims"), except to the extent resulting from Landowner's or such tenant's, as applicable, breach of the terms of this Agreement or from Landowner's or such tenant's, as applicable, gross 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 17(c) shall not limit any of Grain Belt's remedies for breach of the terms of this Agreement.
- 18. <u>Subordination</u>. 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.
- 19. Estoppel Certificates. Landowner shall promptly execute such estoppel certificates (certifying as to such matters as Grain Belt may reasonably request, including, without limitation, that no default or failure to perform then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Grain Belt, any transferee or Mortgagee may reasonably request from time to time. At Grain Belt's option, such certificates, consents and agreements may be recorded in the relevant recording office. Landowner hereby consents to such recording.

- 20. <u>Joint Ownership</u>. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Landowner or have an ownership interest in the Property from time to time, the obligations of Landowner under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. All such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Grain Belt shall have no obligation to make any allocation.
- 21. <u>Severability</u>. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.
- 22. <u>Protocols</u>. The Missouri Landowner Protocol, Missouri Agricultural Impact Mitigation Protocol, and the Code of Conduct promulgated by Grain Belt, and of record with the Missouri Public Service Commission (as may be amended, supplemented or replaced from time to time, collectively, the "**Protocols**"), are hereby incorporated by reference and shall be controlling on the activities of the Landowner and Grain Belt. The current version of the Protocols as of the Effective Date are available at https://grainbeltexpress.com/. In the event of a conflict between this Agreement and the conditions of the Protocols, the provision more favorable to Landowner shall control to the extent of such conflict.
- 23. Applicable Laws. Landowner and Grain Belt acknowledge their desire for the provisions of this Agreement to comply with all applicable Missouri and federal laws. As such, it being understood and agreed that if this Agreement does not comply in all respects with Missouri law or federal law, then this Agreement shall nonetheless remain in full force and effect, and shall be amended, in the manner that is fairest to each party, to cause such compliance to occur; and Landowner and Grain Belt agree to execute any amendments to this Agreement or a new easement (in such form reasonably requested by Grain Belt) as may be necessary for that purpose. To the extent there is any question regarding the validity or enforceability of this Agreement due to the effect of any applicable Missouri law or federal law, relating to transmission leases or easements now or hereafter enacted, the parties hereby agree to amend the Agreement as set forth above and each party hereby waives its rights under any such existing or hereinafter enacted laws.
- 24. <u>Hazardous Materials</u>. Neither Grain Belt nor Grain Belt's agents or representatives shall violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of asbestos-containing materials, petroleum and petroleum products, explosives or any other substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property (each, a "Hazardous Material"). Grain Belt shall promptly notify Landowner if any such violation occurs.
- 25. <u>Counterparts</u>. This Agreement, and any amendment hereto, may be executed in multiple counterparts and, when executed by all parties, shall constitute one agreement effective and binding on all parties.
- 26. Waiver of Jury Trial. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY

OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

- 27. <u>Recordation</u>. This Agreement may be recorded in the official records of the county in which the Property is situated; provided, however, the financial terms of this Agreement (as indicated in <u>Exhibits C, D and E</u>) shall be redacted from such recorded copy.
- 28. <u>USDA Programs</u>. If any portion of the Property is removed from a U.S. Department of Agriculture program (such as Conservation Reserve Program, Conservation Stewardship Program, Environmental Quality Incentives Program, or similar) ("**USDA Program**") or if Landowner's payments due under such USDA Program are reduced due to Grain Belt's installation of Facilities on the Property, Grain Belt shall reimburse Landowner for any verified rent payments, cost share payments, interest, and/or any other costs or fees that may be incurred by Landowner. Upon Grain Belt's request, Landowner shall provide Grain Belt with a copy of its USDA Program agreement or such other documentation that will verify the costs and fees for which Grain Belt shall be responsible for reimbursing Landowner. In the event Landowner enters into a new USDA Program contractor after the effective date of this Agreement, Landowner shall notify Grain Belt and provide a copy of the USDA Program agreement. Grain Belt acknowledges that such USDA Program contracts may be held in the name of Landowner or such other entity that Landowner may designate from time to time.

[Signature page follows]

IN WITNESS WHEREOF, Landowner and Grain effective on the date first set above.	Belt have entered into and made this Agreement
LANDOWNER	
CHEDLY MEADOWG	
CHERI K. MEADOWS	
ACKNOWLEDGMENT O	NE I ANDOWNED
ACKNOWLEDGMENT	T LANDOWNER
STATE OF)	
	in the year, before me, in and for said state, personally appeared
executed the within Transmission Line Easement Agree executed the same as his or her free act and deed and for the executed the same as his or her free act and deed and for the executed the same as his or her free act and deed and for the executed the same as his or her free act and deed and for the executed the same as his or her free act and deed and for the executed the same as his or her free act and deed and for the executed the same as his or her free act and deed and for the executed the executed the same as his or her free act and deed and for the executed the same as his or her free act and deed and for the executed the execu	known to me to be the person who ement, and acknowledged to me that he or she
٦	Notary Public

My commission expires:_____

My commission number:_____

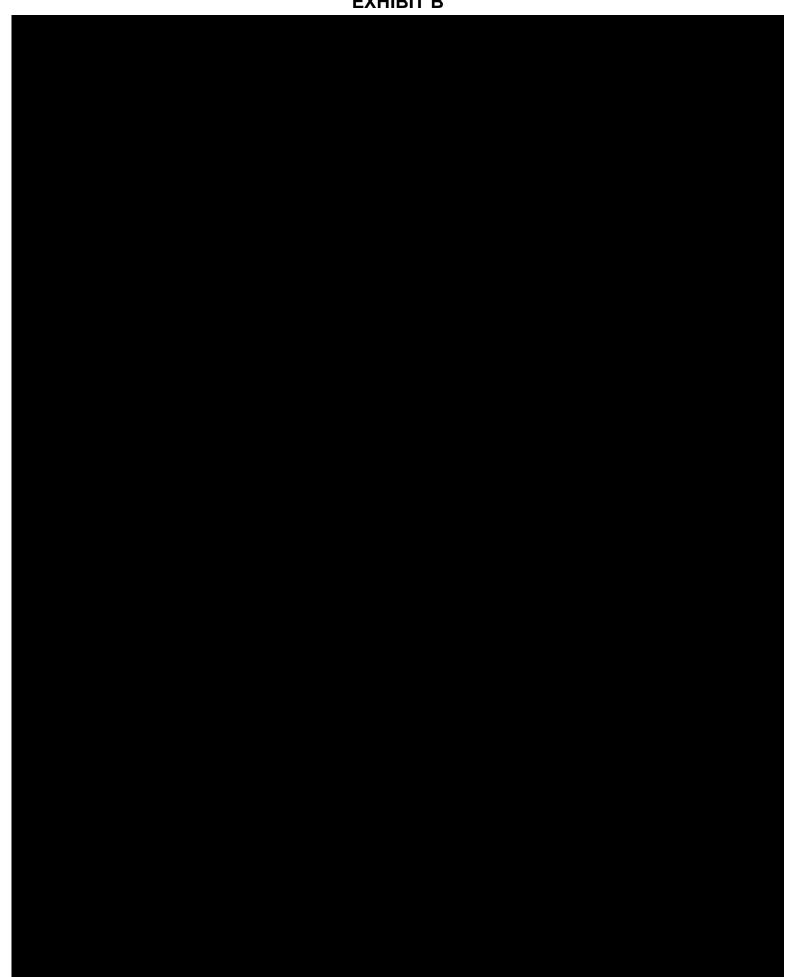
GRAIN BELT

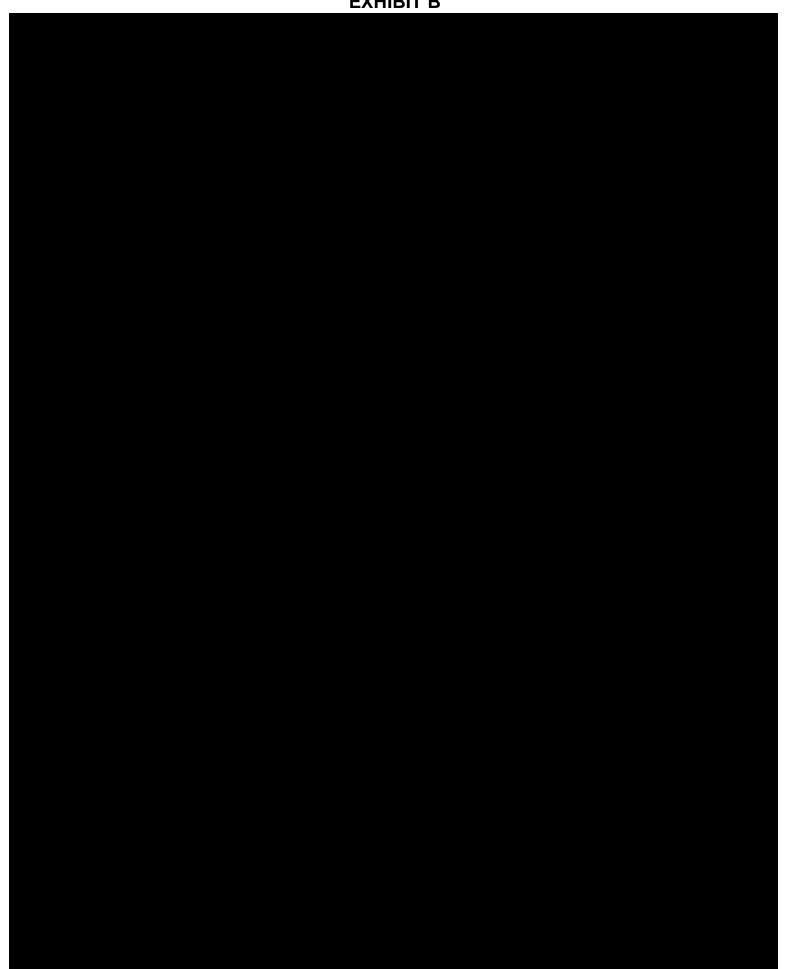
GRAIN BELT EXPRESS LLC, an Indiana limited liability company	
By:	
Name:	
	EDGMENT OF GRAIN BELT
STATE OF)) SS.	
STATE OF)	
On this day of	in the year, before me, , a Notary Public in and for said state, personally
Transmission Line Easement Agreemer	, a Notary Public in and for said state, personally n to me to be the person who executed the within nt as Vice President of Grain Belt Express LLC, and cuted the same as his or her free act and deed and for the
	Notary Public
	(SEAL)
	Name: Notary Public, State of Illinois My Commission Expires:

EXHIBIT A

Legal Description







Grain Belt Express Exhibit C – Easement Calculation Sheet

This Easement Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Agreement") granted by Landowner to Grain Belt. All terms not defined in this exhibit shall have the meaning attributed to them in the Agreement.

Lanaowner io Tract Numbe		terms not	aejinea in inis e.			g auribuiea io inem RI K. MEADOWS	in me Agreemeni.
raci Ivambe				Lunuow	ner. <u>CHE</u>	M K. MEADOWS	<u> </u>
C-11	of Todal England	C					
	of Total Easemen		I	Landtrina	Monkot	A division and	Consideration
Area ID	Length (ft)	Width (ft)	Area (acres)	Land type	Market Value ¹	Adjustment	Consideration
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					<u> </u>		
를	<u> </u>						
				"Total]	Easement Co	nsideration": ^{2;3}	
Notes:				20002			
	alue is based on	studies of	sales of similar	properties and	is expressed i	in dollars per acre.	
							ement Consideration using
							Payment to account for the
	otal Easement C			uction it will p	шу Ешшотте	i un exiru Duiunce i	ayment to account for the
				ard if required	l to comply wi	th regulatory mand	ates specifically requiring
o. 10tat Ea	semeni Consider ustment. In no e	anon may	ve aajustea upw	ara ij requirea bologg than ag	i io compiy wi	in regulatory manac his Exhibit C	ates specifically requiring
such aaj	usimeni. In no e	veni wiii in	ie consideration	ve iess inan as	sei jorin in ii	us Exnibii C.	
Schedule for	Payment of Total	al Easeme	nt Consideration	ı			
Name	Description			-			Amount
Initial	-	Easement C	Consideration. D	ue within 30 d	avs of the Eff	ective Date	7 Milount
Payment	20,0 01 100012		, o 11 5 1 6 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 		ays of the Eff		
Second	10% of Total E	Easement C	Consideration. D	ue on or before	e the third (3 rd	anniversary of	
Payment			at the option of C		•		
Balance	Total Easemen	t Consider	ation, less the In	itial Payment,	less any Secon	nd Payment.	
Payment ³			eceive this payn				
	Lump sum or f	irst annual	payment due be	fore the Easem	nent Compens	ation Deadline ¹ .	
. .							
Notes:	. 1.11	. n. l.		4 6 F		D 11 9	I: C(:) (I I)
							e earlier of (i) the date
		s tne Prop	erty to instait str	uctures or wire	es, or (11) the c	iate inree years afte	er the Effective Date, or six
years if e			41 C 1 D				
	Payment shown					an the Palance Day	ment but that if Chain Polt
							ment, but that if Grain Belt
							e Agreement, the Agreement
						yment ana any Seco	ond Payment (if applicable),
	in Belt shall have					50/ 6/	
						nent will be 5% of t	he lump sum Balance
Paymeni	and subsequent	payments	wiii be escaiatea	by 2% every y	ear.		
Landowi	ner preference (ii	nitial):	lump sum o	r annı	ual payments.		
Acceptance							
Lan	downer:				DATE:		
C	:- Dak				DATE		
Gra	in Belt:				DATE:		

73905050.1 C-1

Grain Belt Express Exhibit D –Advance Crop Compensation Calculation

This Advance Crop Compensation Calculation is made a part of that certain Transmission Line Easement Agreement ("Agreement") granted by Landowner to Grain Belt. All terms not defined in this Exhibit shall have the meaning attributed to them in the Agreement.

granted by Lai	ndowner to	Grain Belt.	All terms	s not defined in th	his Exhibit shal	ll have the meaning attr	ibuted to them in the Agreement.
Tract Number	::			1	Landowner: _	CHERI K. MEADOWS	<u>.</u>
One-Time Adv	vance Crop	Compensa	tion Calcı	ılation – To Be l	Determined Pr	ior to Construction	
Crop Type	Length	Width	Area	Price	Yield	Adjustment	Compensation
	(ft)	(ft)	(acres)				
Corn	TBD	TBD	TBD	TBD	TBD	300%	TBD
Soybeans	TBD	TBD	TBD	TBD	TBD	300%	TBD

TBD

TBD

TBD

TBD

"Total One-Time Advance Crop Compensation".3

300%

100%

TBD

TBD

TBD

Notes:

Wheat

Timber

Other

TBD

TBD

TBD

TBD

TBD

TBD

- 1. The advance crop payment represents the anticipated added costs due to construction including reduced yields, compaction, seed, and fertilizer. The payment is calculated based on the type of crop planted or to be planted in the easement area during the year construction commences, typical yields, and expected crop prices.
- 2. The adjustment factor is set to cover full crop loss for construction Year 1 plus reduced yields from soil compaction and other temporary impacts assumed to occur in Years 2, 3, 4, and 5. These impacts will be compensated at, respectively, 100%, 80%, 60%, 40%, and 20% (300% total).
- 3. If Landowner suffers crop damages during construction that are greater than the 50 feet used in the above calculation, Landowner may notify Grain Belt, and Grain Belt shall pay the additional compensation based on the formula described above.
- 4. If future crop damages result from Grain Belt's operations and maintenance, Grain Belt shall compensate Landowner for any such loss using the same formula described above.
- 5. For losses of marketable timber, the compensation price shall be based on the timber value as determined by a certified forester. The timber removed shall still belong to Landowner and may be sold or used by the Landowner.
- 6. Advance Crop Compensation is due on or before the date construction crews access the Property to install structures or wires.

Acceptance		
Landowner:	FOR FUTURE USE	DATE:FOR FUTURE USE_
Grain Belt:	FOR FUTURE USE	DATE:FOR FUTURE USE_

73905050.1 D-1

REMOVE BEENBIF RECORDING Additional Allegations - PUBLIC

Grain Belt Express

	Exhibit E		et Information an	d Payment Authorizatio	on Form
	is form is made a part of that terms not defined in this Exh				by Landowner to Grain Belt.
Tro	act Number: _		Landowner:	CHERI K. MEADOWS.	
Off	ficial Notices				
If I	.andowner requests official n	otices to parties other tha			
P	rimary Contact for Notices		Additional Conta	ct for Notices	
	ndowner Contact Information ndowner's preferred contact is		nmunications are (fi	ll in all that apply):	
	Mailing Address	Phone	-	Email	
		Name:			
•	yment Instructions ndowner hereby elects each p Option A. A single check pa the default method of payme OR	yable to all persons or en			uccessors and assigns. This is
	Option B. Separate checks i	ssued to the following pa	yees in the followin	z percentages:	
	Payee:				
	% of payment		%		
	Option B is selected, by signate legally permitted to be made				
	Landowner:		DAT	E:	
If I day land doc	enership Change Landowner transfers any of ite es after Grain Belt receives and downer's name and address, cument evidencing the transfe the Notice Documents are not agreement shall be resolved be ligation to change to whom the agreement has been resolved	ll of the following: (i) note (ii) a completed Internal or of fee title interest in the delivered to Grain Belt a between the landowners, a e payments are made unt	ice of the transfer of Revenue Service For e Property to the ne and a disagreement of and each landowner	f any fee title interest in the I form W-9 for the new landown w landowner (collectively, " arises among the prior and n r shall hold Grain Belt harm	Property with the new ner, and (iii) the executed 'Notice Documents''). new landowner, the less. Grain Belt shall have no

E-1

GRAIN BELT EXPRESS Easement Package – Signing Instructions

Easement Agreement

• Page 1

o Blank line – please enter the date you sign the easement here

Signature page

INDIVIDUALS

• Please sign where your name is listed on the signature page in front of a notary public. Each individual will need to have their signature notarized.

O TRUSTS OR BUSINESSES

- You should fill out each line as follows:
 - By: Signature
 - Name: Print Name
 - Title: Your title as shown on signing documentation
 - o Examples: Trustee, Co-Trustee, Managing Member, Manager, Vice President, President, etc.
- PLEASE NOTE: We will need documentation showing that you are authorized to sign on behalf of your organization. The documentation should show your name, title, and your responsibilities within the organization, which should include the ability to sign real estate or easement documents for the organization.
 - Examples: Memorandum of trust, corporate articles, meeting minutes

Exhibit C

- Bottom of page ABOVE the double line
 - Please initial which payment option you would prefer for your balance due a one-time up-front easement payment OR an annual easement payment. Please only select one.
- Bottom of page BELOW the double line
 - Please sign and date next to the word "Landowner"

Exhibit E

- Official Notices section
 - If you would like any initial notices sent anywhere other than the mailing address on page 1, fill in that address here.
- o Landowner Contact Information
 - Enter your preferred mailing address, phone number, and email address (if applicable) that we may contact you at.
- Payment Instructions
 - Select Option A if you would like a single check issued to every owner listed on the easement. Select Option B
 if you would like separate checks issued to different individuals and enter the percentages of payment each
 owner should receive.
 - Please sign and date next to the word "Landowner"

USDA Authorization

Please fill out this form in its entirety if there are any USDA programs present on your property. If there are no
USDA programs, you do not need to fill out this form.

W9(s)

- Each owner who will be receiving payment needs to fill out a W9. Please ensure only ONE owner is listed per W9. Do NOT list multiple names or social security numbers on one W9.
- Item 1 Name
- Item 3 Ownership type
- Items 5 and 6 Address, city, state, and zip code
- Part I
 - o INDIVIDUALS fill in social security number
 - o BUSINESS fill in employer identification number (EIN)
 - TRUST if trust has an EIN, please fill in employer identification number. Otherwise, fill in the social security number associated with your trust.
- Sign Here (under Part II) sign and date

USDA AUTHORIZATION

The undersigned ("Landowner/Opera Department of Agriculture (" USDA ") to provide coprograms ("USDA Programs") that are present at the proposed Grain Belt Express transmission representative for Grain Belt Express. (Check a	as of (date) on my/our land along n line project to Invenergy, as the authorized
 Conservation Reserve Program (CRP) Conservation Stewardship Program (CS Environmental Quality Incentives Progra Other: 	m (EQIP)
The relevant USDA office (whether the F Conservation Service (NRCS) or another USI following information to Invenergy: landowner Tax ID, phone number, contract numbers, enrollr copies of contracts and agreements, USDA mor This information may be provided by electron Invenergy have any questions or need additional contact information below. This authorization electron contract,	identification – owner's name, mailing address ment date, annual CRP payment amount (\$/acre) rtgage information, and maps and mapping data ic or hard copy means. Should the USDA of al information from me, please reach me via the
	Landowner Signature
	Printed Name
	Title of Landowner
	Date

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	I Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.						
	2 Business name/disregarded entity name, if different from above						
on page 3.		ck only one of the	4 Exempti certain enti	ities, not i	indivi		
e. ns	single-member LLC		Exempt pay	yee code ((if any	y)	
ફ	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners	ship) ▶					
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member ow LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the ov another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner.	wner of the LLC is e-member LLC that	Exemption code (if any		CA r	eporting	g
i <u>E</u>	Other (see instructions)		(Applies to acco	ounts maintai	ined ou	tside the L	I.S.)
Spe	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name a	nd address	(optional)			
See							
0)	6 City, state, and ZIP code						
	7 List account number(s) here (optional)						
	(4) 100 (4) 100 (4) 100 (4)						
Pai	rt I Taxpayer Identification Number (TIN)						
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	'IG	urity numb	er			
	up withholding. For individuals, this is generally your social security number (SSN). However, fo ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	ra	\Box	\Box _[
	es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>	a LLL	┚╹Ш	[_] [
TIN, I	ater.	or					_
	: If the account is in more than one name, see the instructions for line 1. Also see What Name a	nd Employer	identification	on numbe	er		_
Numi	ber To Give the Requester for guidelines on whose number to enter.		-				
Par	rt II Certification						
Unde	er penalties of perjury, I certify that:						
2. I aı Se	e number shown on this form is my correct taxpayer identification number (or I am waiting for a m not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) ervice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or longer subject to backup withholding; and	I have not been no	otified by t	he Intern			
3. I aı	m a U.S. citizen or other U.S. person (defined below); and						
4. Th	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	j is correct.					
	fication instructions. You must cross out item 2 above if you have been notified by the IRS that you ave failed to report all interest and dividends on your tax return. For real estate transactions, item 2 of						ause

acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

U.S. person ▶ **General Instructions**

Signature of

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

Sign

Here

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date ▶

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



GrainBeltExpress.com | connect@GrainBeltExpress.com | 866.452.4082

WHAT IS GRAIN BELT EXPRESS?

Grain Belt Express is a long-distance transmission line that will deliver renewable electricity generated in Kansas to neighboring "power pools" that serve consumers in Missouri, Illinois, Indiana and elsewhere across the Midwest. By delivering more affordable power into each "pool", all consumers connected to that grid benefit, regardless of whether your local utility purchases power from Grain Belt Express.

WHO OWNS GRAIN BELT EXPRESS?

Invenergy Transmission, an affiliate of Invenergy, a Midwest-based company with 20 years of experience solving energy challenges for our customers and communities.

WHEN WILL YOU BEGIN CONSTRUCTION?

Phase 1(All parcels in Missouri on the approved HVDC route from the Kansas-Missouri border to the Missouri converter station proposed in Monroe County) will be ready to start full construction by the end of 2024, pending regulatory reviews. A schedule for Phase 2 (All parcels on the approved HVDC route between the Missouri converter station proposed in Monroe County to the Missouri-Illinois border) has not yet been announced but will follow Phase 1. Land representatives will begin working with Phase 2 landowners on easement agreements in 2023.

WHY ARE YOU BUILDING THIS PROJECT?

Regulators have warned that aging energy infrastructure in the Midwest is struggling to keep pace with demand. Grain Belt Express will provide access to affordable, clean power for consumers across the Midwest and deliver billions in energy cost savings to Missouri, Illinois and the Midwest.

WHAT IS THE GRAIN BELT EXPRESS TIGER CONNECTOR?

The Grain Belt Express Tiger Connector is an approximately 40-mile-long electric transmission line that will connect existing power infrastructure located in Callaway County, Missouri to new power delivery. This new power delivery is provided by the Grain Belt Express transmission line to be built in North Missouri.

In linking Grain Belt Express to existing infrastructure, Tiger Connector will bring the economic and energy benefits of the Grain Belt Express transmission line to more Missouri homes, businesses and communities.

WHAT'S AHEAD?

In August 2022, Grain Belt applied to the Missouri Public Service Commission (MPSC) to amend its existing regulatory approval to deliver more power and energy savings benefiting more consumers throughout the Midwest. This Grain Belt Express Tiger Connector is the connector from the main transmission line to the Midwest power grid.

Grain Belt expects an MPSC decision as soon as this summer. In the meantime, Grain Belt is reaching out to landowners along the Tiger Connector route to provide information about the project and help landowners understand what this means for them.





DO YOU HAVE EMINENT DOMAIN?

Because we are still in the application phase, all engagement is voluntary. Our goal is to provide more detail on the project and begin the process of building relationships with landowners along the route. Should you wish to not be contacted again until regulatory approval is granted, we will honor that request.

Phase 1 Route: Kansas to Northeast Missouri

- All land parcels in Kansas on the approved high-voltage direct current (HVDC) route
- All parcels in Missouri on the approved HVDC route from the Kansas-Missouri border to the Missouri converter station proposed in Monroe County.
- All parcels along the Tiger Connector delivery link proposed in Monroe, Audrain and Callaway Counties in Missouri-

Phase 1 Status:

- Along the approved HVDC route in Kansas and Missouri, landowner engagement and easement negotiations have been underway and are continuing.
- In January 2023, Phase 1 landowners should expect to receive notice from the U.S. Department of Energy regarding the start of the federal environmental review process for Grain Belt Express Phase 1.
- The Missouri Public Service Commission is currently reviewing Grain Belt Express's proposed Tiger Connector route. A final decision, including on the route, is expected in mid-2023.
- Grain Belt Express expects to begin outreach to Tiger Connector landowners in 2023.
- Surveys and engineering field work continue on Phase 1

Phase 1 Schedule

Grain Belt Express will be ready to start full construction on Phase 1 by the end of 2024, subject to regulatory reviews.

Phase 2 Route: Northeast Missouri to Indiana

- All land parcels on the approved HVDC route between the Missouri converter station proposed in Monroe County to the Missouri-Illinois border.
- All parcels along the Illinois route (subject to approval)
- All parcels along the Indiana approved route

Phase 2 Status:

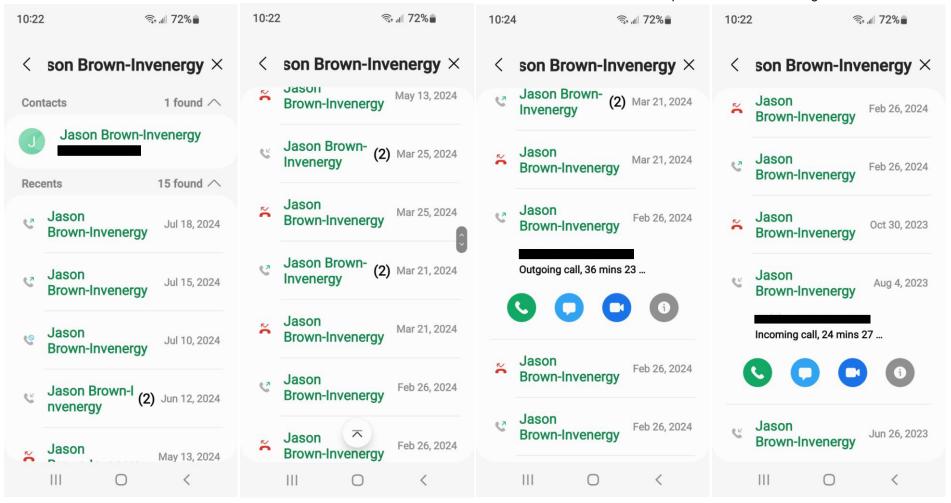
- Along the approved HVDC route in Missouri, landowner engagement and easement negotiations have been underway and are continuing.
- The Illinois Commerce Commission has given final approval to the Illinois portion of GBX to connect all of Phase 2.
- Grain Belt Express expects to begin outreach to Illinois landowners in 2023.



Exhibit H to Response to Additional Allegations

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10:31 AM Outgoing call/Mobile/0 mins 20 sec	Missed call/Mobile	June 12, 2024	4:29 PM Outgoing call/Mobile/0 mins 11 sec
October 30, 2023	March 21, 2024	9:48 AM Incoming call/Mobile/54 mins 28 sec	July 15, 2024
3:49 PM Missed call/Mobile	4:31 PM Outgoing call/Mobile/6 mins 21 sec	9:32 AM	8:51 AM Outgoing call/Mobile/1 min 47 secs
August 4, 2023	1:18 PM Outgoing call/Mobile/0 mins 3 sec	Outgoing call/Mobile/0 mins 3 sec	July 10, 2024
4:14 PM Incoming call/Mobile/24 mins 27 sec	11:02 AM Missed call/Mobile	May 13, 2024 8:40 AM Missed call/Mobile	3:32 PM Declined call/Mobile
June 26, 2023	February 26, 2024	March 25, 2024	June 12, 2024
11:20 AM Incoming call/Mobile/8 mins 22 sec	3:58 PM Outgoing call/Mobile/36 mins 23 sec	2:19 PM Incoming call/Mobile/12 mins 8 sec	9:48 AM Incoming call/Mobile/54 mins 28 sec
11:11 AM Outgoing call/1 min 1 sec	10:33 AM Missed call/Mobile	2:16 PM Outgoing call/Mobile/0 mins 4 sec	9:32 AM Outgoing call/Mobile/0 mins 3 sec
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Exhibit I to Response to Additional Allegations - PUBLIC



February 26, 2024 conversation where I was told construction on the line would start at the end of the year (2024) or first of 2025.

August 4, 2023 conversation where I was told they were waiting on the PSC's decision before moving the line off me or less on me.

August 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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Disterper print-a-calendar.com	28	~ 29	30 Distemper	31		



11/16/2023

Cheri K. Meadows

Subject: Parcel Tax ID:

Dear Cheri K. Meadows,

I am working on behalf of the Grain Belt Express transmission line project ("Grain Belt Express" or "the Project") as the dedicated land representative for you and landowners in your area. My role is to provide information regarding transmission line easements along the Grain Belt Express Tiger Connector route.

Invenergy Transmission is the owner and developer of multiple long-distance, high-voltage direct current (HVDC) transmission lines, ideal for moving large amounts of power over long distances due to higher efficiency and lower line losses. Notably, Invenergy Transmission is also the owner and developer of the Grain Belt Express.

Grain Belt Express is an approximately 800-mile, 5,000-megawatt transmission line project connecting four states—Kansas, Missouri, Illinois, and Indiana. Grain Belt Express will carry affordable, reliable power to millions of homes and businesses across the Midwest and other regions, delivering primarily domestic renewable, clean electricity while powering economic opportunity and energy security.

Grain Belt Express is an investment in Missouri communities, providing energy savings and reliability for Missouri families and businesses. Grain Belt Express will create \$1.3 billion in economic activity for Missouri and generate \$5.8 billion in cost savings for Missouri energy consumers over the first 15 years.

The Grain Belt Express Tiger Connector is an approximately 36-mile alternating current delivery link that will send power from a converter station in Monroe County to a delivery point in Callaway County. Landowners were contacted previously regarding the route evaluation process for the Tiger Connector. In August 2022, Grain Belt Express filed an amendment with the Missouri Public Service Commission (MPSC) seeking approval to increase the total delivery capacity for the project, bringing five times more energy to Missouri than originally approved in 2019. The amendment, which includes identification for a final Tiger Connector route, was approved by the MPSC on October 12, 2023.

Grain Belt Express has retained Contract Land Staff (CLS) to conduct landowner outreach and easement negotiations. As your dedicated land representative, I am writing to provide you with the standard form easement agreement for landowners, along with documents relating to payments and parcel ownership. Presented below is a summary of your easement payment offers based on the compensation terms proposed to the MPSC:



Option A

Your Easement Payment Offer & **Structure Payment Estimate**



Parcel	Easement Area	Land Type	Per-Acre Value	Market Value
			Total Market Valu	e:
		Market Premium	Being Offered by Grain Be	elt: 150%
			Easement Payment Offe	er:
		Tota	al Easement Payment Offe	er:
	Payment to Lan	downer at Signing	(20% of Easement Paymen	t):
			Start (Balance of Easemen	·

Payment amounts are subject to change based on adjustments to easement areas and project design. For simplicity, the Balance of Payment amount reflects the one-time payment option, but annual payments are an option.

Option B

Your Easement Payment Offer & Structure Payment Estimate



Parcel	Easement Area	Land Type	Per-Acre Value	Market Value
			Total Market Value:	
		Market Premium B	eing Offered by Grain Belt:	110%
		E	asement Payment Offer:	
Structure Payment Estim	ate			
Total Route Length (All P	arcels) Estim	ated # of Structures	Per-Structure Value	Structure Value
447 feet	0		\$6,000	\$0
		Stru	cture Payment Estimate:	\$0

Total Easement Payment Offer & Structure Payment Estimate:

Payment to Landowner at Signing (20% of Easement Payment):

Payment to Landowner at Construction Start (Structure Payment + Balance of Easement):



Payment amounts are subject to change based on adjustments to easement areas and project design. For simplicity, the Balance of Payment amount reflects the one-time payment option, but annual payments are an option.



You may elect to receive your easement payment in a lump sum or broken out into annual payments over time. Additionally, you will receive compensation for any crop and conservation program revenues impacted by the project. All payment terms are further described in Exhibits C, D and E to the enclosed Easement Agreement.

The easement payment offer is based on land type data and corresponding market valuation information that was available to Invenergy Transmission and CLS when this letter was prepared. If you have reason to believe that the information used to calculate the offer for your land is incorrect, please notify me.

Enclosed with this letter are the following documents:

- 1. Parcel Identification: Parcel summary information as published by your county.
- 2. Easement Agreement: The standard form contract for Grain Belt Express land agreements, with certain information fields and Exhibits filled in for the parcel(s) you own.
- 3. Signing Instructions: Instructions on how to sign the easement should you wish to do so at this time.
- 4. USDA Consent Form: Authorizes the release of USDA program information to Grain Belt Express so that Grain Belt Express can coordinate and compensate you appropriately for any land impacted by the project that is currently enrolled in a USDA program (CRP, EQIP, or similar).
- **5. W-9:** Standard tax form required by the Internal Revenue Service.

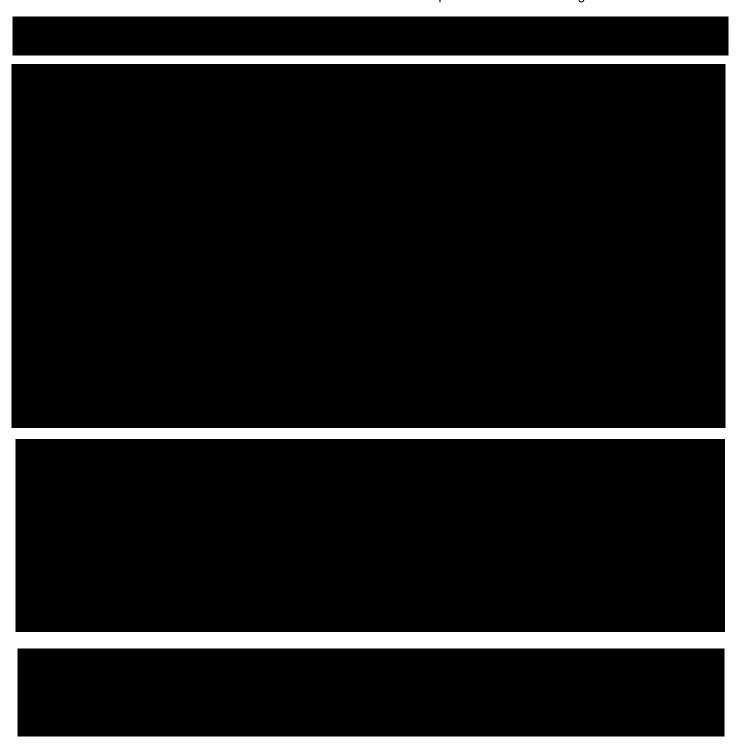
In addition to this information, you can learn more about Grain Belt Express and the Tiger Connector at www.grainbeltexpress.com. After you have time to review the information contained in this letter, I will contact you to follow up and answer any questions you have. If there is a preference on the best way to contact you. please let me know through the contact information provided below. I invite you to reach out to me at any time. Thank you for your time, and I hope to speak with you soon.

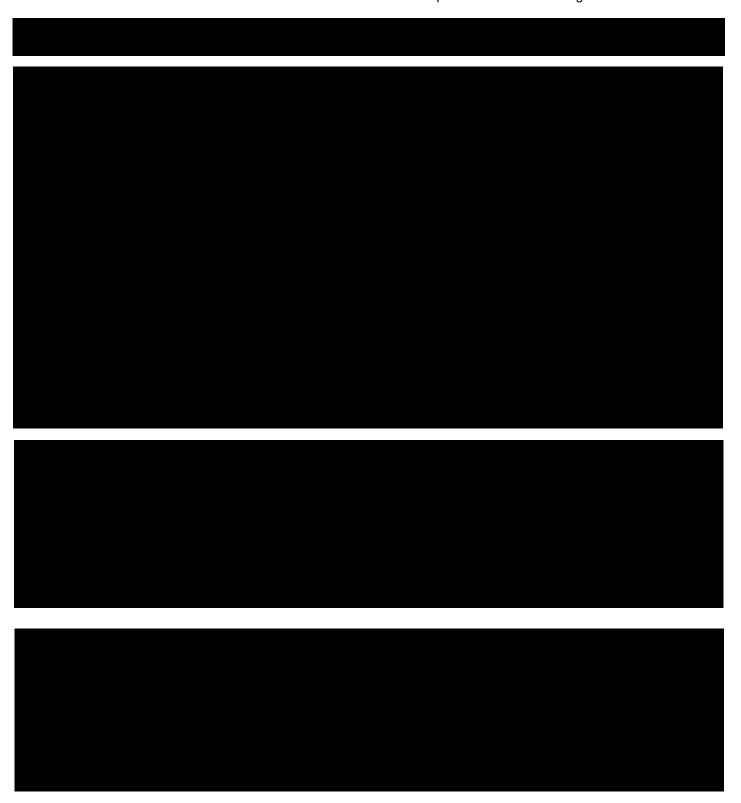
Respectfully,

Rick Phillips

Contract Land Staff, LLC 555 Washington Avenue, Suite 310 St. Louis, MO 63101 Rick.phillips@contractlandstaff.com

(660) 973-6652





(Space above reserved for Recorder of Deeds certification)

This document prepared by:	After recording return to:
Grain Belt Express LLC	Grain Belt Express LLC c/o Invenergy Transmission LLC
One South Wacker Drive, Suite 1800	One South Wacker Drive, Suite 1800
Chicago, Illinois 60606	Chicago, Illinois 60606
Legal Description: See page A-1	Reference Book and Page: N/A

Tract #:

TRANSMISSION LINE EASEMENT AGREEMENT

County of Callaway, State of Missouri

This Transmission Line Easement Agreement ("Agreement") as of	, 20	(the
"Effective Date"), by and between CHERIK. MEADOWS, ("Landowner" or "Grantor")	with a ma	iling
address of , and Grain Belt Express LLC, an I	ndiana lin	nited
liability company ("Grain Belt" or "Grantee") with a mailing address of One South Wack	er Drive, S	Suite
1800, Chicago, Illinois 60606, Attn: General Counsel.		

- 1. Landowner owns certain real property in Callaway 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, an exclusive as to the types of Facilities (defined below) perpetual easement (the "Easement") to construct, operate, repair and maintain a transmission line, as further described below. The location of the Easement is generally as depicted on the attached Exhibit B (the "Easement Area") which will be a strip of land designated by Grain Belt, anticipated to be 75 feet (not to exceed 100 feet) on each side of the center-line of the "as built" Facilities.
 - a. <u>Payments</u>. In exchange for receiving the Easement, Grain Belt shall pay Landowner payments (i) pursuant to that certain Easement Calculation Sheet attached hereto as <u>Exhibit C</u>, and (ii) to the extent applicable, for certain damages as set forth in and in accordance with the terms of the Structure Estimate (if applicable) and Crop Compensation Calculation attached hereto as <u>Exhibit D</u>, in each case pursuant to the Landowner Payment Instructions attached hereto as <u>Exhibit E</u>, and each of which Exhibits shall remain confidential and will be removed prior to any recording of this Agreement.
 - b. <u>Transmission Easement</u>. The Easement includes rights to develop, permit, construct, reconstruct, repair, improve, alter, replace, operate, use, inspect, maintain and remove a transmission line, which

transmission line may 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, and other equipment, accessories, access roads and appurtenances, as Grain Belt may deem necessary or desirable in connection therewith (the "Facilities") and to study or inspect in preparation therefor, including survey, soil sampling, geotechnical evaluation, environmental tests, archeological assessments, and transmission and interconnection studies. The Easement may be used for the transmission of electrical energy and for communication purposes, whether existing now or in the future in order to facilitate the delivery of electrical energy.

- c. <u>Telecommunications Easement</u>. The Easement may also be used for installation, operation, and maintenance of fiber optic cable and other equipment needed for the transmission of communications to or by third parties.
- d. Site Plan. Prior to construction, Grain Belt shall provide Landowner with a site plan indicating the approximate proposed location of the Facilities, including structures and access roads. No later than twenty (20) days after receipt of the site plan from Grain Belt, Landowner shall provide Grain Belt with Landowner's comments or proposed revisions to the site plan, if any. Grain Belt shall consider in good faith revising the approximate proposed location of the Facilities based upon any such comments or proposed revisions, in Grain Belt's discretion. 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 Area.
- e. Access Easement. The Easement includes the non-exclusive right of ingress and egress over the Easement itself, over the Property of the 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 a manner that shall cause the least practicable damage and inconvenience to the Landowner, taking into account proximity to public means of access, terrain, and other geographical and engineering considerations, and Grain Belt's ability to exercise its rights under this Agreement.
- f. <u>Landowner Notification</u>. Except in the event of an emergency, Grain Belt will provide notice to the Landowner at least 24 hours in advance of accessing the Property for the first time for the purpose of constructing, modifying, or repairing the Facilities.
- g. <u>As-Built</u>. 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 Area. 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 Area.
- h. <u>Grain Belt Conduct</u>. Any Facilities constructed by Grain Belt will be constructed in a good and workmanlike manner and such Facilities shall be so maintained until the termination of this Easement or removal of such Facilities by Grain Belt.
- i. <u>Gates</u>. After entering or exiting any gate providing access to the Property, Grain Belt shall leave such gate in the same open/close condition as existed prior to such entrance/exit; provided, however, that Grain Belt may, only upon consultation with Landowner, leave such gates open during construction, installation, improvement, replacement, repair and maintenance of the Facilities. Following the construction of the Facilities, should Landowner maintain livestock on the Property, Grain Belt shall be responsible for any and all liability or damages incurred by

Landowner and directly caused by Grain Belt, Grain Belt's agents, assigns, successor's failure to properly close any gates on the Property, which gates were opened by Grain Belt, Grain Belt's agents, assigns or successors.

- 3. Crop Compensation. 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, whether such damage occurs before, during, or after construction. Crop compensation will be paid in accordance with the methodology set in the Crop Compensation Calculation, attached hereto as Exhibit D. Landowner and Grain Belt agree that the Crop Compensation Calculation or any alternative Crop Compensation Term Sheet executed concurrently with this Agreement is in satisfaction of all loss in crop yields attributed to construction of the Facilities and all routine operation and maintenance throughout the Term of this Agreement and Landowner waives all additional claims for loss in crop yields associated with such construction and routine operation and maintenance. In the event of non-routine maintenance or reconstruction, Landowner and Grain Belt agree to negotiate in good faith regarding compensation paid by Grain Belt to Landowner for all loss in crop yields attributed to such non-routine maintenance or reconstruction, with the intent that the Landowner be made whole for any damages or losses that occur as a result of non-routine maintenance or reconstruction.
- 4. Clearance Easement. Notwithstanding Section 3 above, 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 Area of any improvements or other structures installed by Landowner after the execution hereof to the extent that they interfere with Grain Belt's ability to exercise its rights under this Agreement, 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 Area; and (c) cut down and trim any tree located encroaching upon the Easement Area or Facilities that in the reasonable opinion of Grain Belt may interfere with the safety, proper operation and/or maintenance of the Facilities. Landowner may retain the right to trees of commercial value. When clearing the Easement, Grain Belt shall: (a) coordinate with the Landowner regarding disposition of trees of commercial value at least 30 days before the commencement of clearing; (b) if requested by Landowner, cut logs 12" in diameter or more into 10 to 20 foot lengths and stack them just outside the right-of-way for handling by the Landowner; (c) cut stumps as close to the ground as practical, but in any event will be left no more than 4 inches above grade; (d) treat stumps to prevent regrowth consistent with industry best practices and subject to vegetation types, site specific land uses, and any environmental sensitivities; (e) notify Landowner of the Transmission Vegetation Management Policy and of the specific vegetation treatments for Landowner's property; (f) reseed disturbed areas consistent with reclamation best practices in consultation with Landowner, restoration specialists, and government agencies; (g) follow best practices to minimize erosion, with particular practice employed at a given location depending upon terrain, soil, and other relevant factors.
- 5. Non-Interference. Landowner shall have the right to use the Easement Area for normal farming and grazing, hunting, recreation, and any other purposes provided that (a) hunting shall not be done in a manner that could reasonably endanger personnel constructing the Facilities, (b) Grain Belt shall at all times have access through any fences to the Easement Area by means of a gate, and (c) such uses do not interfere with electrical safety or Grain Belt's rights and permitted use of the Easement for the purposes described herein. Landowner shall not engage in any activity or grant any rights to third parties in the Easement Area 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 Area, 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 during which periods Grain Belt shall work expeditiously to complete such construction or work with reasonable diligence, Landowner may not have access to or use of the Easement Area 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.

- 6. <u>Title to Facilities and Property</u>. Grain Belt shall have no ownership interest in fee title to the Property. Grain Belt will retain title to the Facilities and shall have the right to remove them from the Property at any time. Landowner shall have no ownership interest in or to any Facilities. Nothing in this Agreement, however, shall be construed as requiring Grain Belt to install or operate the Facilities. Grain Belt shall have the right to quietly and peaceably hold, possess and enjoy the Easement for the duration of this Agreement, without hindrance or molestation, and Landowner shall defend Grain Belt's right of use and occupancy to the same against the claims of all persons. When executed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.
- 7. Representations. Landowner represents, warrants and covenants that they are the true and lawful owners of the Property, have good and marketable title to the Property, have the unrestricted right, power and authority to grant and convey the Easement as herein provided, and that there are no recorded or unrecorded liens, encumbrances, leases (including oil, gas and/or other mineral interests), easements, licenses, rights of way, mortgages, deeds of trust, conservation easements or other exceptions that could interfere with Grain Belt's operations on the Property, except as noted below:

_						

Landowner shall fully cooperate and assist Grain Belt, in removing or limiting such interference, including obtaining a subordination and non-disturbance agreement.

- 8. Cooperation. Landowner shall cooperate with Grain Belt (including signing in Landowner's name, if necessary), at no expense to Landowner, in applying for, complying with or obtaining any approvals and consents, environmental reviews, or any other permits, licenses, approvals or consents requested by Grain Belt for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Facilities and any other improvements made by Grain Belt and permitted in this Agreement. Landowner shall take no actions that would cause Grain Belt to fail to comply with permits, approvals, or consents of any governmental authority having jurisdiction over the Property once issued. To the extent permitted by law, Landowner hereby irrevocably waives enforcement of any applicable setback requirements respecting the location of Facilities.
- 9. <u>Taxes</u>. Landowner shall pay all taxes, assessments, or other governmental charges, general and specific, that shall or may during the Term be imposed on, or arise in connection with the Property itself; provided, however, during the Term Grain Belt shall be liable for any incremental increase in such taxes, assessments, or other governmental charges for the Property directly or indirectly resulting from the presence of the Facilities on the Property. Grain Belt shall pay all taxes, assessments, or other governmental charges that are due and payable with respect to the Facilities on the Property.
- 10. <u>Insurance</u>. Grain Belt shall procure and maintain at its sole cost and expense throughout the Term of this Agreement, a policy or policies of liability insurance in amounts not less than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, insuring against any and all liability to the extent obtainable for injury or death of a person or persons or damage to property occasioned by or arising out of or in connection with the use,

- construction, and occupancy of the Property, such liability limit may be maintained with a combination of primary and excess coverage in a manner permitted under Missouri law.
- 11. <u>Termination</u>. Grain Belt may terminate this Agreement at any time by providing written notice to Landowner and removing Facilities from the Property as soon as practicable whereupon all further rights and obligations under this Agreement shall terminate. In the event the Facilities are permanently retired from service, Grain Belt shall promptly issue termination notice to Landowner. Upon such termination of this Agreement, Grain Belt shall, as soon as practicable thereafter, (i) file a release of the Easement in the real property records of the county in which the Property is located, (ii) remove above-ground and below-ground (to a depth of three (3) feet below grade) Facilities from the Property and (iii) secure, maintain and dispose of debris with respect to the Facilities. All of the Property disturbed by Grain Belt shall be restored to a condition reasonably similar to its original condition. Reclamation shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion.
- 12. Default. If either Party defaults in performance of an obligation under this Agreement the nondefaulting Party shall not have the right to exercise any remedies hereunder if the default is cured within sixty (60) days of receiving written notice of such default from the non-defaulting Party specifying in detail the default and the requested remedy (the "Notice of Default"); provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure then the non-defaulting Party shall not have the right to exercise any remedies hereunder so long as the defaulting Party commences performance of the cure within sixty (60) days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence. Subject to the limitations set forth in this Section 12, should a default remain uncured beyond the applicable cure periods the non-defaulting Party shall be entitled to exercise any remedy available at law or equity. Notwithstanding the foregoing, anything to the contrary contained in this Agreement, or any rights at law or in equity, in the event there are Facilities located on the Property, in no event shall any default of this Agreement beyond applicable cure periods terminate, or entitle any Party to terminate, this Agreement or any Easement or right granted hereunder unless expressly pursuant to the provisions of Exhibit C hereof and, if after the commencement of construction, only after exhausting all other remedies at law and equity.
- 13. Notices. All notices under this Agreement shall be in writing and shall be considered given either (i) when delivered in person, (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, or (iii) upon deposit with an overnight courier service addressed by name and address to either party to this Agreement, addressed to the mailing address set forth above. Either party may, by written 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. Landowner may designate alternate contact information for informal communications pursuant to the form attached as Exhibit E.
- 14. <u>Right to Mortgage</u>. 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 all of Grain Belt's obligations under this Agreement.
- 15. <u>Benefits and Burdens</u>. 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.

16. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. 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, subject to the limitations as otherwise set forth herein each shall have all remedies available at law or in equity in state and federal courts in the State of Missouri.

17. Indemnification; Waiver of Claims

- a. Grain Belt shall indemnify and hold harmless Landowner and any tenants of Landowner from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and reasonable attorney's fees, 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 (collectively "Claims"), except to the extent resulting from Landowner's or such tenant's, as applicable, breach of the terms of this Agreement or from Landowner's or such tenant's, as applicable, gross 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 17(c) shall not limit any of Grain Belt's remedies for breach of the terms of this Agreement.
- 18. <u>Subordination</u>. 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.
- 19. Estoppel Certificates. Landowner shall promptly execute such estoppel certificates (certifying as to such matters as Grain Belt may reasonably request, including, without limitation, that no default or failure to perform then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Grain Belt, any transferee or Mortgagee may reasonably request from time to time. At Grain Belt's option, such certificates, consents and agreements may be recorded in the relevant recording office. Landowner hereby consents to such recording.

- 20. <u>Joint Ownership</u>. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Landowner or have an ownership interest in the Property from time to time, the obligations of Landowner under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. All such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Grain Belt shall have no obligation to make any allocation.
- 21. <u>Severability</u>. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.
- 22. <u>Protocols</u>. The Missouri Landowner Protocol, Missouri Agricultural Impact Mitigation Protocol, and the Code of Conduct promulgated by Grain Belt, and of record with the Missouri Public Service Commission (as may be amended, supplemented or replaced from time to time, collectively, the "**Protocols**"), are hereby incorporated by reference and shall be controlling on the activities of the Landowner and Grain Belt. The current version of the Protocols as of the Effective Date are available at https://grainbeltexpress.com/. In the event of a conflict between this Agreement and the conditions of the Protocols, the provision more favorable to Landowner shall control to the extent of such conflict.
- 23. Applicable Laws. Landowner and Grain Belt acknowledge their desire for the provisions of this Agreement to comply with all applicable Missouri and federal laws. As such, it being understood and agreed that if this Agreement does not comply in all respects with Missouri law or federal law, then this Agreement shall nonetheless remain in full force and effect, and shall be amended, in the manner that is fairest to each party, to cause such compliance to occur; and Landowner and Grain Belt agree to execute any amendments to this Agreement or a new easement (in such form reasonably requested by Grain Belt) as may be necessary for that purpose. To the extent there is any question regarding the validity or enforceability of this Agreement due to the effect of any applicable Missouri law or federal law, relating to transmission leases or easements now or hereafter enacted, the parties hereby agree to amend the Agreement as set forth above and each party hereby waives its rights under any such existing or hereinafter enacted laws.
- 24. <u>Hazardous Materials</u>. Neither Grain Belt nor Grain Belt's agents or representatives shall violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of asbestos-containing materials, petroleum and petroleum products, explosives or any other substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property (each, a "Hazardous Material"). Grain Belt shall promptly notify Landowner if any such violation occurs.
- 25. <u>Counterparts</u>. This Agreement, and any amendment hereto, may be executed in multiple counterparts and, when executed by all parties, shall constitute one agreement effective and binding on all parties.
- 26. Waiver of Jury Trial. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY

OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

- 27. <u>Recordation</u>. This Agreement may be recorded in the official records of the county in which the Property is situated; provided, however, the financial terms of this Agreement (as indicated in <u>Exhibits C, D and E</u>) shall be redacted from such recorded copy.
- 28. <u>USDA Programs</u>. If any portion of the Property is removed from a U.S. Department of Agriculture program (such as Conservation Reserve Program, Conservation Stewardship Program, Environmental Quality Incentives Program, or similar) ("USDA Program") or if Landowner's payments due under such USDA Program are reduced due to Grain Belt's installation of Facilities on the Property, Grain Belt shall reimburse Landowner for any verified rent payments, cost share payments, interest, and/or any other costs or fees that may be incurred by Landowner. Upon Grain Belt's request, Landowner shall provide Grain Belt with a copy of its USDA Program agreement or such other documentation that will verify the costs and fees for which Grain Belt shall be responsible for reimbursing Landowner. In the event Landowner enters into a new USDA Program contract after the effective date of this Agreement, Landowner shall notify Grain Belt and provide a copy of the USDA Program agreement. Grain Belt acknowledges that such USDA Program contracts may be held in the name of Landowner or such other entity that Landowner may designate from time to time.

[Signature page follows]

IN WITNESS WHEREOF, Landowner and Grain Belt have entered into and made this Agreement effective on the date first set above.
LANDOWNER
CHERI K. MEADOWS
ACKNOWLEDGMENT OF LANDOWNER
STATE OF
) SS. COUNTY OF)
On this day of in the year, before me,, a Notary Public in and for said state, personally appeared
, known to me to be the person who executed the within Transmission Line Easement Agreement, and acknowledged to me that he or she executed the same as his or her free act and deed and for the purposes therein stated.

My commission expires:_____

My commission number:_____

Notary Public

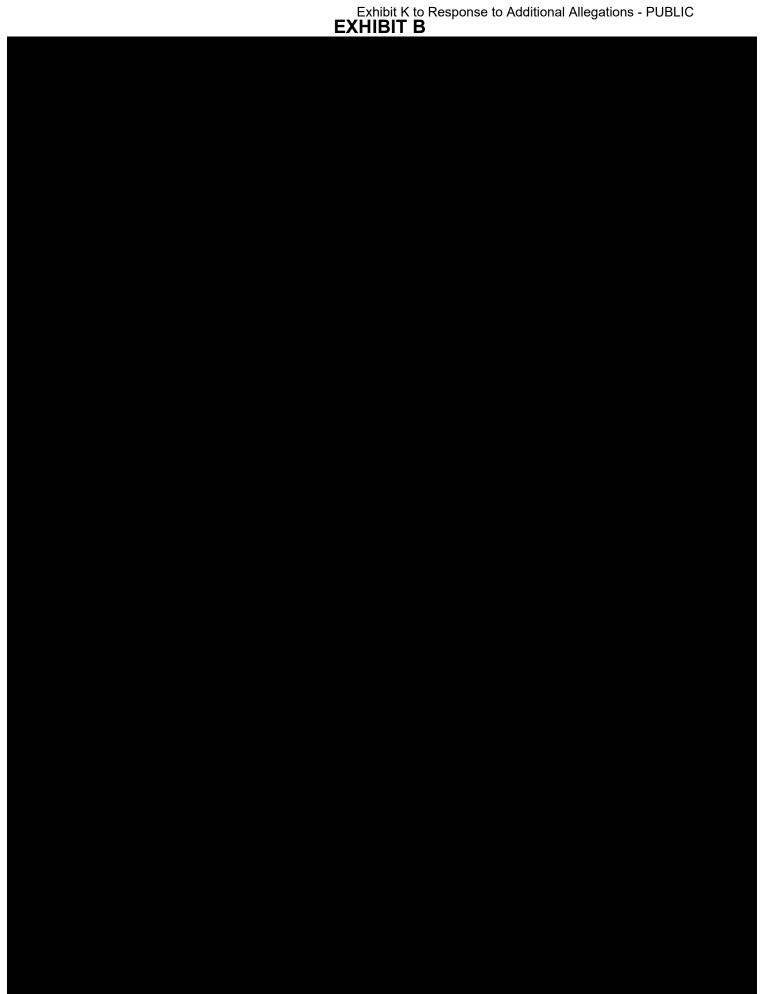
GRAIN BELT

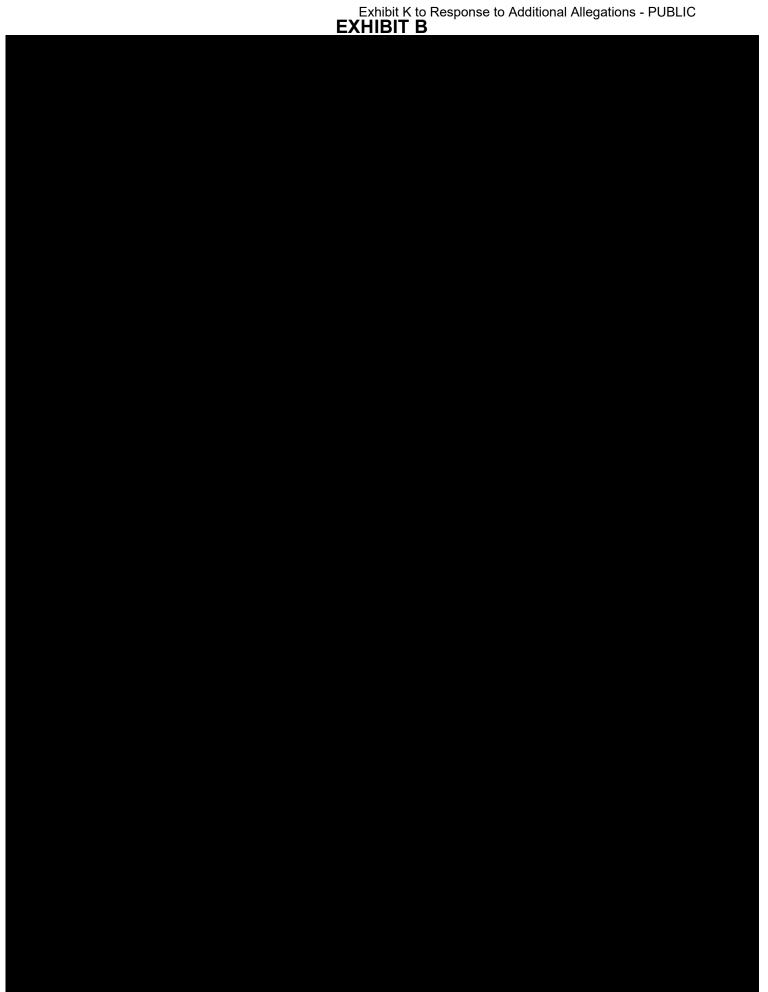
GRAIN BELT EXPRESS LLC, an Indiana limited liability compar	ny
By:	
Name:Title:	
	LEDGMENT OF GRAIN BELT
STATE OF)	
On this day of	in the year, before me,, a Notary Public in and for said state, personally
Transmission Line Easement Agreeme	, a Notary Public in and for said state, personally own to me to be the person who executed the within ent as Authorized Signatory of Grain Belt Express LLC, and secuted the same as his or her free act and deed and for the
	Notary Public
	(SEAL)
	Name:Notary Public, State of Illinois My Commission Expires:

EXHIBIT A

Legal Description







PAYMENT OPTION SELECTION

Landowner Payment Selection Consent Form

	This form is made a part of that certain Transmission Line Easement Agreement ("Agreement") granted by Landowner to Grain Belt. All terms not defined in this Exhibit shall have the meaning attributed to them in the Agreement.								
Tre	Tract Number: Landowner:CHERI K. MEADOWS.								
Lai	ndowner hereby elects for the Total Easement Consideration to be calculated as follows (check one):								
	<u>Payment Option A</u> . The Total Easement Consideration shall be based upon 150% of the Fair Market Value of the portion of the Property encumbered by the Easement Area, with no payment for structures placed on the Property.								
	OR								
	<u>Payment Option B</u> . The Total Easement Consideration shall be based upon 110% of the Fair Market Value of the portion of the Property encumbered by the Easement Area, plus a payment as identified on Exhibit D for each structure placed on the Property.								
Ex	ndowner hereby agrees that all payments are legally permitted to be made as specified above and as provided in the respective hibits C and D attached hereto. Landowner shall only execute the respective Exhibits C and D that correspond with the ndowner's election above.								
	Landowner: DATE:								

EXHIBIT C and EXHIBIT D for

PAYMENT OPTION A:

150% FMV

[Discard if Payment Option B is selected]

Grain Belt Express Exhibit C – Easement Calculation Sheet

This Easomor	nt Calculation S	haat is maa		- Lascinciii (at ("Aquaamant") quanted by		
							nt (" Agreement ") granted by m in the Agreement.		
Tract Numbe	r: _			Landow	ner: <u>CHE</u>	RI K. MEADOWS	<u>.</u>		
~		~							
	of Total Easeme								
Area ID	Length (ft)	Width (ft)	Area (acres)	Land type	Market Value ¹	Adjustment	Consideration		
				"Total 1	Easement Co	nsideration": ^{2;3}			
Notes:				Total	Lasement Co	insideration .			
that area higher To 3. Total Eas	and within 90 c otal Easement C sement Consider	days of com Consideration ration may	ipletion of consti on.	ruction it will p vard if required	ay Landowne to comply wi	r an extra Balance th regulatory man	sement Consideration using e Payment to account for the dates specifically requiring		
Schedule for	Payment of Tot	tal Easeme	nt Consideratio	n					
Name	Description						A <u>mount</u>		
Initial Payment	20% of Total I	Easement C	Consideration. D	oue within 30 d	ays of the Eff	ective Date.			
Second Payment			Consideration. Dat the option of (
Balance Payment ³	Landowner ma	ay elect to	ation, less the In receive this payn payment due be	nent in a lump	sum, or in ann				
construct years if e	tion crews acces extended with the	ss the Prope e payment (erty to install str of the Second Pa	ructures or wire syment.	es, or (ii) the o		he earlier of (i) the date fter the Effective Date, or six		
fails to d shall tern and Grai 4. If elected	fails to do so on or before the Easement Compensation Deadline, subject to the cure provision in the Agreement, the Agreement shall terminate. Upon such a termination, Landowner shall retain the Initial Payment and any Second Payment (if applicable), and Grain Belt shall have no further obligation or other liability to Landowner.								
•	-		lump sum o						
Acceptance									
Land	downer:				DATE:				
Grai	in Belt:				DATE:				
Grai	in Belt:				DATE:				

Grain Belt Express Exhibit D -Advance Crop Compensation Calculation

This Advance Crop Compensation Calculation is made a part of that certain Transmission Line Easement Agreement ("Agreement")

granted by Lar	idowner to	Grain Belt.	All terms	not defined in	n this Exhibit sha	ll have the meaning attrib	nuted to them in the Agreement.
Tract Number	:				Landowner:	CHERI K. MEADOWS	<u>.</u>
One-Time Adv	vance Crop	Compensa	tion Calcu	lation – To B	Se Determined P	rior to Construction	
Crop Type	Length	Width	Area	Price	Yield	Adjustment	Compensation

Crop Type	Length	Width	Area	Price	Yield	Adjustment	Compensation		
	(ft)	(ft)	(acres)						
Corn	TBD	TBD	TBD	TBD	TBD	300%	TBD		
Soybeans	TBD	TBD	TBD	TBD	TBD	300%	TBD		
Wheat	TBD	TBD	TBD	TBD	TBD	300%	TBD		
Timber	TBD	TBD	TBD	TBD	TBD	100%	TBD		
Other	-	-	-	-	-	-	-		
		TDD							

"Total One-Time Advance Crop TBDCompensation":3

Notes:

- The advance crop payment represents the anticipated added costs due to construction including reduced yields, compaction, seed, and fertilizer. The payment is calculated based on the type of crop planted or to be planted in the easement area during the year construction commences, typical yields, and expected crop prices.
- The adjustment factor is set to cover full crop loss for construction Year 1 plus reduced yields from soil compaction and other temporary impacts assumed to occur in Years 2, 3, 4, and 5. These impacts will be compensated at, respectively, 100%, 80%, 60%, 40%, and 20% (300% total).
- If Landowner suffers crop damages during construction that are greater than the 50 feet used in the above calculation, Landowner may notify Grain Belt, and Grain Belt shall pay the additional compensation based on the formula described above.
- If future crop damages result from Grain Belt's operations and maintenance, Grain Belt shall compensate Landowner for any such loss using the same formula described above.
- For losses of marketable timber, the compensation price shall be based on the timber value as determined by a certified forester. The timber removed shall still belong to Landowner and may be sold or used by the Landowner.
- Advance Crop Compensation is due on or before the date construction crews access the Property to install structures or wires.

Acceptance		
Landowner:	FOR FUTURE USE	DATE:FOR FUTURE USE_
Grain Belt:	FOR FUTURE USE	DATE:FOR FUTURE USE_

EXHIBIT C and EXHIBIT D for

PAYMENT OPTION B:

110% FMV and Structure Payment

[Discard if Payment Option A is selected]

Grain Belt Express Exhibit C – Easement Calculation Sheet

This Easement Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Agreement") granted by Landowner to Grain Belt. All terms not defined in this exhibit shall have the meaning attributed to them in the Agreement.

Tract Number: <u>MO-CA-TG-027.000, MO-CA-TG-028.000</u>	Landowner:	CHERI K. MEADOWS	<u>.</u>
---	------------	------------------	----------

Calculation of Total Easement Consideration

Area ID	Length (ft)	Width (ft)	Area (acres)	Land type	Market Value ¹	Adjustment	Consideration	
"Total Easement Consideration". ^{2;3}								

Notes:

- 1. Market value is based on studies of sales of similar properties and is expressed in dollars per acre.
- 2. If the final easement area is larger than listed above, then Grain Belt will recalculate the Total Easement Consideration using that area and within 90 days of completion of construction it will pay Landowner an extra Balance Payment to account for the higher Total Easement Consideration.
- 3. Total Easement Consideration may be adjusted upward if required to comply with regulatory mandates specifically requiring such adjustment. In no event will the consideration be less than as set forth in this Exhibit C.

Schedule for Payment of Total Easement Consideration

Name	Description	Amount
Initial	20% of Total Easement Consideration. Due within 30 days of the Effective Date.	
Payment		
Second	10% of Total Easement Consideration. Due on or before the third (3 rd) anniversary of	
Payment	the Effective Date. Paid at the option of Grain Belt.	
Balance	Total Easement Consideration, less the Initial Payment, less any Second Payment.	
Payment ³	Landowner may elect to receive this payment in a lump sum, or in annual payments.	
	Lump sum or first annual payment due before the Easement Compensation Deadline ¹ .	

Notes:

- 1. Unless extended by a Grain Belt extension payment, the "Easement Compensation Deadline" is the earlier of (i) the date construction crews access the Property to install structures or wires, or (ii) the date three years after the Effective Date, or six years if extended.
- 2. Balance Payment shown assumes that the Second Payment is paid.
- 3. Landowner acknowledges and agrees that Grain Belt is under no obligation to pay the Balance Payment, but that if Grain Belt fails to do so on or before the Easement Compensation Deadline, subject to the cure provision in the Agreement, the Agreement shall terminate. Upon such a termination, Landowner shall retain the Initial Payment and any Second Payment (if applicable), and Grain Belt shall have no further obligation or other liability to Landowner.
- 4. If elected by Landowner, Balance Payments will be paid annually. The first payment will be 5% of the lump sum Balance Payment and subsequent payments will be escalated by 2% every year.

(initial): lump sum or annual payments.
DATE:
DATE:
•

Grain Belt Express Exhibit D – Structure Estimate and Advance Crop Compensation Calculation

This Structure Estimate and Advance Crop Compensation Calculation is made a part of that certain Transmission Line Easement Agreement ("Agreement") granted by Landowner to Grain Belt. All terms not defined in this Exhibit shall have the meaning attributed to them in the Agreement.

to them in the Agreement.			
Tract Number	Landowner	CHERLK MEADOWS	

Structure Estimate

Number of	Structure	Rate ³	Payment	Payment ⁶	Landowner Selection
Structures ^{1,5}	Type ²		options ³		(initial one)
0	Monopole	\$6,000 per structure	Lump Sum	\$0	
			OR		
1		\$500+ per structure	Annual	\$0+ per year ⁴	

Notes:

- 1. Number of structures is estimated using a linear footage formula. The actual structure payment will be based on the final design and actual number of structures to be installed, which could be more or less than shown above.
- 2. The payment rate shown above assumes installation of monopole structures.
- 3. Grain Belt will pay Landowner either a one-time lump sum payment or annual payments, depending on the selection above. After the initial annual payment, annual payments will be escalated annually by 2%.
- 4. Lump sum or first annual payment is due December 31st of the year construction crews access the Property to install structure(s).
- 5. If a structure is placed on a property line, each parcel will receive one-half (50%) of the structure payment, regardless of the exact placement of the structure on the property line.
- **6.** If, after the final engineering design and construction of the Facilities have been completed, the number of structures placed on the Property is less than the amount estimated and reflected above, Grain Belt agrees to compensate Landowner with no less than the structure payment stated above.

One-Time Advance Crop Compensation Calculation – To Be Determined Prior to Construction

Crop Type	Length (ft)	Width (ft)	Area (acres)	Price	Yield	Adjustment	Compensation
Corn	TBD	TBD	TBD	TBD	TBD	300%	TBD
Soybeans	TBD	TBD	TBD	TBD	TBD	300%	TBD
Wheat	TBD	TBD	TBD	TBD	TBD	300%	TBD
Timber	TBD	TBD	TBD	TBD	TBD	100%	TBD
Other	-	-	-	-	-	-	-

"Total One-Time Advance Crop Compensation":³

Notes:

- 1. The advance crop payment represents the anticipated added costs due to construction including reduced yields, compaction, seed, and fertilizer. The payment is calculated based on the type of crop planted or to be planted in the easement area during the year construction commences, typical yields, and expected crop prices.
- 2. The adjustment factor is set to cover full crop loss for construction Year 1 plus reduced yields from soil compaction and other temporary impacts assumed to occur in Years 2, 3, 4, and 5. These impacts will be compensated at, respectively, 100%, 80%, 60%, 40%, and 20% (300% total).
- 3. If Landowner suffers crop damages during construction that are greater than the 50 feet used in the above calculation, Landowner may notify Grain Belt, and Grain Belt shall pay the additional compensation based on the formula described above.
- 4. If future crop damages result from Grain Belt's operations and maintenance, Grain Belt shall compensate Landowner for any such loss using the same formula described above.
- 5. For losses of marketable timber, the compensation price shall be based on the timber value as determined by a certified forester. The timber removed shall still belong to Landowner and may be sold or used by the Landowner.
- 6. Advance Crop Compensation is due on or before the date construction crews access the Property to install structures or wires.

Acceptance			
Landowner:	FOR FUTURE USE	DATE:FOR FUTURE USE_	
Grain Belt:	FOR FUTURE USE	DATE:FOR FUTURE USE_	

Grain Belt Express

Exhibit E – Landowner Contact Information and Payment Authorization Form

Tro	act Number: _		Landowner:	CHERI K. M	<u>IEADOWS.</u>
Of	ficial Notices				
	Landowner requests official i	notices to parties other	than those on page 1, 1	lease indicate	below:
_	rimary Contact for Notices	F	Additional Conta		
				J.	
La	ndowner Contact Informati	on			
	ndowner's preferred contact		communications are (fil	l in all that ap	plv):
	Mailing Address	Phone		Email	
		Name:			
		Number:	er:		
		Type of Numbe	gr:		
_					
•	yment Instructions ndowner hereby elects each	navment due to he made	e as follows (check one).	
	•				to nonwitted accompany and assigns. This is
	the default method of payn		entities comprising La	naowner, or u	ts permitted successors and assigns. This is
	OR				
	Option B. Separate checks	issued to the following	pavees in the following	nercentages:	
	Payee:	0/	0/		
	% of payment	%	%		
If (Ontion R is selected hy sign	atures helow each perso	on or entity holding rec	ord title to the	Property hereby agrees that all payments
	e legally permitted to be mad				
	Landowner:		DAT	∃:	
	Eunuomiei.			J	

If Landowner transfers any of its fee title interest in the Property, Grain Belt will pay the prior landowner until the date sixty (60) days after Grain Belt receives all of the following: (i) notice of the transfer of any fee title interest in the Property with the new landowner's name and address, (ii) a completed Internal Revenue Service Form W-9 for the new landowner, and (iii) the executed document evidencing the transfer of fee title interest in the Property to the new landowner (collectively, "Notice Documents").

If the Notice Documents are not delivered to Grain Belt and a disagreement arises among the prior and new landowner, the disagreement shall be resolved between the landowners, and each landowner shall hold Grain Belt harmless. Grain Belt shall have no obligation to change to whom the payments are made until it receives the Notice Documents and satisfactory evidence that the disagreement has been resolved.



)v	vner:		Tract ID:				
\ a	ldress:		County:				
		Survey Ac	ccess Form				
ι.	Survey Access. The u	ndersigned ("Owner") her	reby acknowledges that Grain Belt Express LLC				
	("Grain Belt"), which	ransmission LLC ("Invenergy"), its agents,					
	contractors, and affilia	er the premises of said Owner to conduct property					
	boundary and environ	mental surveys. These sur	veys will be conducted by qualified professionals at	nd			
	may involve subsoil d	gging or other necessary	work.				
2.	Payments. Grain Belt	will pay to Owner the am	nount shown on the attached Exhibit A.				
3.	Term. This agreement grants access to property for all surveying purposes from the date the						
	document is executed	through December 31, 202	24.				
١.	Notice: Grain Belt wil	l attempt to contact Owne	er and any occupant, to the extent there are any				
	occupants other than t	household, approximately one week prior to each					
	instance of the survey	crews accessing the prope	erty and provide a general timeframe of when surve	y			
	crews are expected be	on Owner's property.					
	Damages. In the unlik	ely event of damages resu	ulting from the Surveys, Invenergy will reimburse				
	Owner within sixty (6)) days.					
Ē	andowner Name	Signature	Date				
L	andowner Name	Signature	Date				
Ē	andowner Name	Signature					

Owner and Occupant Contact Information

Owner Phone	
Owner Email (Optional)	
Owner Phone	
Owner Email (Optional)	
Occupant Phone	
Occupant Fmail (Ontional)	

Exhibit A

Grain Belt will make a one-time payment to Owner in the amount of One Thousand Dollars (\$1000), which amount shall be paid within thirty (30) days of Grain Belt's receipt of Owner's signed survey access form and W9.

GRAIN BELT EXPRESS Easement Package – Signing Instructions

Easement Agreement

• Page 1

o Blank line – please enter the date you sign the easement here

• Signature page

INDIVIDUALS

• Please sign where your name is listed on the signature page in front of a notary public. Each individual will need to have their signature notarized.

O TRUSTS OR BUSINESSES

- You should fill out each line as follows:
 - By: Signature
 - Name: Print Name
 - Title: Your title as shown on signing documentation
 - o Examples: Trustee, Co-Trustee, Managing Member, Manager, Vice President, President, etc.
- PLEASE NOTE: We will need documentation showing that you are authorized to sign on behalf of your organization. The documentation should show your name, title, and your responsibilities within the organization, which should include the ability to sign real estate or easement documents for the organization.
 - Examples: Memorandum of trust, corporate articles, meeting minutes

Exhibit C

- Bottom of page ABOVE the double line
 - Please initial which payment option you would prefer for your balance due a one-time up-front easement payment OR an annual easement payment. Please only select one.
- Bottom of page BELOW the double line
 - Please sign and date next to the word "Landowner"

Exhibit E

- Official Notices section
 - If you would like any initial notices sent anywhere other than the mailing address on page 1, fill in that address here.
- Landowner Contact Information
 - Enter your preferred mailing address, phone number, and email address (if applicable) that we may contact you at.
- Payment Instructions
 - Select Option A if you would like a single check issued to every owner listed on the easement. Select Option B
 if you would like separate checks issued to different individuals and enter the percentages of payment each
 owner should receive.
 - Please sign and date next to the word "Landowner"

USDA Authorization

• Please fill out this form in its entirety if there are any USDA programs present on your property. If there are no USDA programs, you do not need to fill out this form.

W9(s)

- Each owner who will be receiving payment needs to fill out a W9. Please ensure only ONE owner is listed per W9.
 Do NOT list multiple names or social security numbers on one W9.
- Item 1 Name
- Item 3 Ownership type
- Items 5 and 6 Address, city, state, and zip code
- Part I
 - o INDIVIDUALS fill in social security number
 - o BUSINESS fill in employer identification number (EIN)
 - TRUST if trust has an EIN, please fill in employer identification number. Otherwise, fill in the social security number associated with your trust.
- Sign Here (under Part II) sign and date

USDA AUTHORIZATION

The undersigned ("Landowner/Operato Department of Agriculture (" USDA ") to provide co programs ("USDA Programs") that are present as the proposed Grain Belt Express transmission representative for Grain Belt Express. (Check all	s of (date) on my/our land along line project to Invenergy, as the authorized
 Conservation Reserve Program (CRP) Conservation Stewardship Program (CSP Environmental Quality Incentives Program Other: 	(EQIP)
The relevant USDA office (whether the Fa Conservation Service (NRCS) or another USD following information to Invenergy: landowner in Tax ID, phone number, contract numbers, enrollm copies of contracts and agreements, USDA morted this information may be provided by electronic Invenergy have any questions or need additional contact information below. This authorization expontract,	dentification – owner's name, mailing address ent date, annual CRP payment amount (\$/acre) gage information, and maps and mapping data or hard copy means. Should the USDA of I information from me, please reach me via the
	Landowner Signature
	Printed Name
	Title of Landowner
	Date

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	i Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.			
	2 Business name/disregarded entity name, if different from above			
page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Ch following seven boxes.	eck only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
e. ns or	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership single-member LLC	Exempt payee code (if any)		
typ.	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner			
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own	Exemption from FATCA reporting code (if any)		
ecií	☐ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)	
See Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name a	nd address (optional)	
Ŏ	6 City, state, and ZIP code			
	7 List account number(s) here (optional)			
Par	Taxpayer Identification Number (TIN)		_	
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid Social sec	curity number	
reside entitie	p withholding. For individuals, this is generally your social security number (SSN). However, f nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	et a		
TIN, la		Or	identification number	
	If the account is in more than one name, see the instructions for line 1. Also see What Name er To Give the Requester for guidelines on whose number to enter.	and Employer		
rvarric	to ave the requester for galactimes on whose humber to criter.		-	
Par	II Certification			
Unde	penalties of perjury, I certify that:			
2. I ar Ser	number shown on this form is my correct taxpayer identification number (or I am waiting for not subject to backup withholding because: (a) I am exempt from backup withholding, or (b vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest onger subject to backup withholding; and) I have not been n	otified by the Internal Revenue	
3. I ar	a U.S. citizen or other U.S. person (defined below); and			
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportir	ng is correct.		
you ha	cation instructions. You must cross out item 2 above if you have been notified by the IRS that you gailed to report all interest and dividends on your tax return. For real estate transactions, item 2 ition or abandonment of secured property, cancellation of debt, contributions to an individual retire.	does not apply. Fo	r mortgage interest paid,	

other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

U.S. person ▶ **General Instructions**

Signature of

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

Sign

Here

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpaver identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date ▶

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

GrainBeltExpress.com | connect@GrainBeltExpress.com | 866.452.4082

Frequently Asked Questions for Tiger Connector Landowners

What is Grain Belt Express?

Grain Belt Express is a transmission line connecting four states across approximately 800 miles carrying more affordable, reliable power to the Midwest, including to Missouri consumers. By opening access to diverse new sources of low-cost, 100% domestic clean energy, Grain Belt Express will generate \$5.8 billion in expected energy cost savings for Missouri consumers.

Who owns Grain Belt Express?

The Grain Belt Express project is owned by Grain Belt Express LLC, a subsidiary of Invenergy Transmission LLC and an affiliate of Invenergy. Invenergy's home office is in Illinois, and the company has successfully developed over 200 large-scale clean energy projects. Invenergy has over 12,000 active relationships with landowners, more than 80 percent of whom are farmers and ranchers, and believes building the right way means treating landowners with respect and fairness. In 2020, Invenergy Transmission became the full and sole owner of Grain Belt Express LLC after acquiring the project from Clean Line Energy Partners. Invenergy Transmission has no affiliation with Clean Line Energy Partners.

What is the Grain Belt Express Tiger Connector?

The Grain Belt Express Tiger Connector is an approximately 40-mile-long electric transmission line that will connect existing power infrastructure located in Callaway County, Missouri to new power delivery. This new power delivery is provided by the Grain Belt Express transmission line to be built in North Missouri.

When will you begin construction?

Phase 1 of Grain Belt Express includes all parcels in Missouri on the approved HVDC route from the Kansas-Missouri border to the converter station proposed in Monroe County. Phase 1 will be ready to start construction as soon as 2025, pending federal regulatory review.

Phase 2 includes all parcels on the approved HVDC route between the Missouri converter station proposed in Monroe County to the Missouri-Illinois border. A schedule for Phase 2 construction has not been finalized but will follow Phase 1.

What is Grain Belt Express seeking from me?

Grain Belt Express is seeking an easement agreement, for which you will receive payment, that grants rights within a designated segment of your land. Easement agreements are common for linear infrastructure projects like electric lines and pipelines. With an easement agreement, you retain full ownership of the land.





Will I still be able to use land in the easement area?

Yes, you can continue to raise crops, graze livestock, hunt, and use your land in the easement area as you otherwise would. Exceptions generally will be safety-based and include restrictions on structures and tall vegetation in easement areas, and limits on activities during construction.

What will be in the easement area?

An electric transmission line will run overhead all easement areas. Transmission structures for the line will be built in many but not all easement areas.

How wide will easement areas be?

Easement areas will typically be 150 feet wide, and in some cases could be up to 300 feet wide depending on local land characteristics and engineering requirements.

How will payments be structured?

Grain Belt Express LLC is compensating Tiger Connector landowners with two types of payments: easement payments with a structure payment option and agricultural impact payments. Grain Belt Express LLC offers landowners the option to receive easement and structure payments upfront or through annual payments over the life of the project that are transferable if you ever sell your land. These enhancements are above industry standard. Additional details about each payment type follow:

<u>Easement Payments:</u> Express LLC is offering two payment options for landowners along the Tiger Connector route to choose from:

Payment Option A: The total easement value is calculated based on the acreage size of the land within each easement area, valued at 150% of market value, with no payments for structures placed on your property.

--OR--

Payment Option B: The total easement value is calculated based on the acreage size of land within each easement area, valued at 110% of market value, plus a payment for each structure placed on your property.

For both Payment Option A and Payment Option B, you will receive a payment for 20% of the total easement value at the signing of the easement agreement. Additionally, you can elect to receive payment for the balance of the easement value as a lump sum prior to construction, or as annual fixed-rate payments for as long as the easement remains in effect.

<u>Agricultural Impact Payments:</u> Grain Belt Express LLC will reimburse landowners for agricultural impacts, including compensating for crop and conservation program revenues impacted by the project.





What kind of structures will you place on my land?

The structures for the Tiger Connector will be steel poles on concrete pier foundations. Structure footprints are less than 1% of easement areas. Specific structure locations are not yet known and will be based on the location of the parcel(s) you own, project engineering requirements, and information you provide about your land.

What does development work look like?

Before construction begins, Grain Belt Express LLC and its contractors and consultants will perform a number of tasks, such as site surveys, coordination with local governments, engineering design work, and environmental studies.

How will this impact my agricultural operation?

Grain Belt Express LLC will minimize and mitigate impacts to agricultural operations by taking steps including the following:

- Minimizing interference with drainage tile and repairing tile to the same or better quality
- · Restoring or compensating for soil compaction and rutted land
- · Repairing damage to soil conservation practices
- Compensating for crop damage

What if I have a tenant on my land?

The easement agreement will be signed with the owner of the land. However, many matters related to land use and access may be relevant for tenants too. Easement forms will include an option to provide tenants' names and contact information for future Project communications.

Will you be placing permanent roads on my land?

No, except for rare, isolated cases where there are not readily accessible public roads.

Where can I find a detailed map of the entire route?

A detailed interactive map is available at http://www.grainbeltexpress.com/Tiger-Connector

What's in it for me?

In addition to payments you will receive, Grain Belt Express will generate significant annual revenue for your county, which will support public services you may use. Additionally, Grain Belt Express is committed to being a good neighbor and invests in route communities including through our Community Grant program to support local nonprofits. Visit the About Invenergy page at www.GrainBeltExpress.com to learn more.

I have questions beyond those covered here. Who should I call?

Grain Belt Express LLC has hired Contract Land Staff (CLS) for landowner engagement for the Project. Your CLS land representative will be reaching out to you directly and can answer questions. Meanwhile, you can contact Grain Belt Express LLC with questions at 866.452.4082 or connect@grainbeltexpress.com.





Cheri M. <

Fw: Pictures

Cheri M. <
To: jbrown@invenergy.com

Mon, Jun 17, 2024 at 7:46 AM

Jason,

Per our phone conversation last Wednesday, and your request, here are some pictures I took of the proposed path through my property. I originally tried to send this email through my main email, but it was returned. Twice. The second time, I only had a note that I wasn't able to send you the pictures. I am trying this temp gmail account I have to see if that option works. If it does, please add my address to your safe sender's list or tell the transmission line planners/IT Dept. to stop blocking important emails. Your company is the only one I've ever had a problem with delivery from that account.

In addition to the attached pictures, here's also a picture of where you are putting your line in proportion to eight houses all around me. Notice the center of the picture is wide open with little to no vegetation and would clearly put the line a good distance away from EVERY house in the area, including mine. That seems like the most responsible thing to do. This picture speaks volumes about Grain Belt's/Invenergy's concern for the community and doing what's right.

[Quoted text hidden]

6 attachments



Center of Line and North Boundary Facing West.jpg



Southern Boundary Facing NW towards Center of Line.jpg 620K



Trees and vegetation that will have to be removed on West side.jpg



Angle of path of North Boundary Facing West.jpg 609K



What property on each side of the center of line currently looks like 6-14-24.jpg $582\mbox{\rm K}$



Southern Boundary Facing East.jpg 618K

CM-3: In the "Rebuttal" filed on November 26, 2024 in the above captioned proceeding, it is asserted, in relation to your outreach to the MPSC, that "it has been a time-consuming challenge to get in contact with the right people in the right department and follow the process for getting this line moved." Please identify:

- A. Each date on which you communicated or attempted to communicate with the MPSC.
- B. For each communication or attempted communication with the MPSC, identify the form of the communication (*e.g.*, in-person, telephone, mail, email, etc.);
- C. Each department contacted at the MPSC.
- D. Each person contacted at the MPSC, including their (a) name; (b) job title; (c) business address; (d) telephone number, if known.

RESPONSE:

CM-3

- A) 6/27/24, 6/28/24, 7/17/24, 8/9/24, 8/12/24, 8/21/24, 8/22/24
- B) Phone and/or email depending on what the call/voicemail pertained to. In-person on 8/22/24.
- C) Commissioners, Consumer Services Department, Engineering Analysis Department
- D) a) Kayla Hahn
 - b) Chair
 - c) 200 Madison St., PO Box 360, Jefferson City, MO 65102-0360
 - d) Unknown
 - a) Maida J. Coleman
 - b) Commissioner
 - c) 200 Madison St., PO Box 360, Jefferson City, MO 65102-0360
 - d) Unknown
 - a) Jason R. Holsman
 - b) Commissioner
 - c) 200 Madison St., PO Box 360, Jefferson City, MO 65102-0360
 - d) Unknown
 - a) Glen Kolkmeyer
 - b) Commissioner
 - c) 200 Madison St., PO Box 360, Jefferson City, MO 65102-0360
 - d) Unknown
 - a) John P. Mitchell
 - b) Commissioner

- c) 200 Madison St., PO Box 360, Jefferson City, MO 65102-0360
- d) Unknown
- a) Jay Eastlick
- b) Regulatory Compliance Manager

CM-3 (cont.)

- c) 200 Madison St., PO Box 360, Jefferson City, MO 65102-0360
- d) 573-751-3160
- a) Claire Eubanks
- b) Engineer Manager
- c) Unknown
- d) 573-526-2953



Cheri M.	
Chen w.	

Your Tiger Connector Route

1 message

Cheri M.
To: kchandler@invenergy.com

Fri, Jul 12, 2024 at 5:56 AM

Hi Kevin.

My name is Cheri Meadows and I live in Missouri. My house and land has been targeted by your Tiger Connector high-voltage transmission line. It is absolutely perplexing how your team managed to cross a 400 ft. piece of property with the only house on a one-mile stretch of road, but they did it. Maybe the Routing Team for the Project forgot they told the Missouri PSC that they would try to avoid residences?

What's even more astonishing, is that I've brought my concerns up to your representative, Jason Brown, who is unable or unwilling to tell me why my land was targeted for your line. Please let me share the details and concerns I have of my property having your line running across it:

- 1) My driveway is 1/4 mile long and is the only entry/exit to my house.
- 2) Because I'm the only house on a one-mile stretch of road, cats and dogs are dumped out often. I always take them in. I currently have nine of them. To protect them from being exposed to dangerous chemicals, I do not use any herbicides or pesticides in my pond, on my yard, driveway, or on my pets. For exercise, I walk them all down the drive daily, which I mow short, to limit tick exposure. The idea of suddenly having to walk under a high-voltage power line with my pets every day bothers me. The fact that you will be exposing my pets to powerful herbicides sprayed regularly across my property to keep the vegetation growth in check, also bothers me. During our walks, some of my pets drink out of or cool off in the ditches when there is water in them. That is a concern.
- 3) With so much open land around, I try to make my property as hospitable to wildlife as possible. I have deer, turkey, owls, quail, rabbits, squirrels, bats, and a variety of other wildlife that enjoy the land where you are wanting to put your line and 150 ft. easement. Between the healthy, mature trees, including cedar trees and thick undergrowth, it is an ideal area for wildlife to bed down (sleep), inhabit, hunt, and raise their young. Your line will cause a very large chunk of that habitat to be removed.
- 4) Besides the impact your line will have on the wildlife, it will also undoubtedly affect the beauty of my property and the property value will suffer from such an ugly invasion on my idyllic little slice of paradise.
- 5) Your line will be crossing over my existing electrical line that runs down my drive to my house, creating a potential safety hazard. (see the nine links below of transmission lines falling, sometimes for no reason and sometimes across other existing lines, such as mine)
- 6) A possible fire could result (according to my local electric cooperative) at my house if your line were to ever fall on top of their line. The driveway ever being blocked for fire and rescue services would be terrifying enough, but if my house were to catch fire, without electricity, my well pump wouldn't work, leaving me with no way to try to put a fire out myself.
- 7) My house is an earth contact home. That means three sides of it are concrete and there are no exits out of those sides. The front is wood framed with cedar siding. In case of a fire, I'd have to try to make sure all of my animals were out of the house and to prevent being homeless AND vehicle-less, also try to get my car out of the garage via a manual pull handle that is over the car and very hard to navigate in the best conditions due to the awkwardness of trying to pull it straight back over the length of the car to engage it. I only hope I'd have the time and ability to engage it in a dark, windowless garage when seconds count.
- 8) I have no outuildings/camper/spare house on or off the property to live in in case of a fire. I would never, ever leave my animals behind to go stay at a motel and that's even if I was even able to get my car out of my burning house and it was possible to drive down my drive.
- 9) Where would a person with nine cats and dogs suddenly go live in case their house burnt down? Animals, especially cats, don't adapt well to major changes. No scenario, including suddenly living in a small trailer or camper on the property, which would be my only acceptable option while my house is rebuilt, would be a good one.
- 10) I am not a 75 year old woman on her last leg. I am young and intend to live here for at least the next 40 years. Having to worry about my house burning down or rebuild a burnt down house and worry again that your line will destroy what I have worked so hard to have and maintain is not how I want to spend the next 40+ years.

As you can see, I have many valid concerns with your line on my property. I cannot for the life of me, understand why you would potentially put my life or my property in jeopardy when there are literally hundreds of open acres approximately 500 or so feet south of my little sliver of land that would be more suitable for your line. The move would not jeopardize anyone's house or life, and unlike my property, very few trees or vegetation would have to be removed or maintained.

I am reaching out to every possible person, group, organization, and resource I can to stop you from endangering my life and property. I am hoping that by reaching out to you, you will look at the map and pictures I've attached as well as the links below and decide that your line should be moved where it won't endanger anyone.

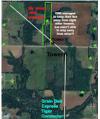
You are welcome to call me or better yet, come visit my home and property to see for yourself why this place is so special to me and why I am willing to fight so hard to protect it from unnecessary potential harm.

Sincerely, Cheri Meadows

- 1- https://communitypioneer.com/2023/06/electrical-crews-work-feverously-to-repair-downed-transmission-line/
- 2- https://www.click2houston.com/news/2015/07/19/centerpoint-energy-transmission-line-fell-caused-power-outage-for-14k-customers/
- 3- https://www.weau.com/2022/12/22/downed-transmission-line-knocks-out-power-hundreds-vernon-county/
- 4 https://wreg.com/news/thousands-without-power-in-mississippi-after-transmission-line-falls-into-river/

- 5- https://www.staradvertiser.com/2024/04/20/breaking-news/hawaiian-electric-continues-repair-work-on-east-oahu-lines/
- 6- https://www.news-herald.com/2014/03/02/downed-firstenergy-cable-responsible-for-lake-county-power-outages/
- $\textbf{7-} \ https://www.myfoxzone.com/article/news/local/power-outage-in-north-san-angelo-affects-more-than-9000-customers-monday-morning/504-8400f3c0-5666-40de-bb32-79b00de8e0d0$
- 8- https://flatheadbeacon.com/2009/11/24/downed-power-lines-cause-outages-across-the-valley/
- 9 https://www.tiktok.com/@cedar.news/video/7369809819730971921

4 attachments



GBE Current Tiger Connector Line Path.jpg 155K



An alternative route for GBE Tiger Connector away from all houses.jpg



Open Field to South visible from Southern Boundary.jpg 525K



My view of my drive and property from the edge of my yard.jpg



ATTORNEY GENERAL OF MISSOURI JEFFERSON CITY 65102

ANDREW BAILEY ATTORNEY GENERAL P.O.Box 899 (573) 751-3321

July 16, 2024 Grain Belt Express Chicago, IL

RE: Complaint No. CC-2024-07-002837 Ms Cheri Meadows

Dear Grain Belt Express:

The Missouri Attorney General's office has received the attached complaint concerning your company and its business practices. Please review the complaint and provide a written response within fourteen (14) days. If this matter has been resolved in a fair and appropriate manner, please advise our office of that resolution. Please make sure you reference the above-mentioned complaint number in all correspondence.

We appreciate your immediate response and cooperation in this matter.

Sincerely,

Jake Humphrey

Jake Humphrey
Office of the Attorney General
Consumer Advocate
Consumer Protection Division
P.O. Box 899 | Jefferson City, MO 65102
Email: jake.humphrey@ago.mo.gov

Phone: (573) 751-1246 | Fax: () -

Consumer Complaint No. CC-2024-07-002837 Details

Consumer Information

Name: Ms Cheri Meadows

Address: 1501 lvy Ln

Auxvasse, MO 65231

Primary Phone: (573) 544-4235 (Cell)

Secondary Phone:

Email: lady0612@protonmail.com

Business Information

Business Name: Grain Belt Express

Address:

Chicago, IL

Phone: Fax: Email:

Website: https://grainbeltexpress.com/

Contact Person: Jason Brown, Land Rep??

Complaint Information

Complaint Number: CC-2024-07-002837

Consumer Info: Over Age 60 No; Disabled: No; Veteran: No

Category: Other - Energy and Utility Complaints

Transaction Date:
Financial Loss: No
Contract Signed: No

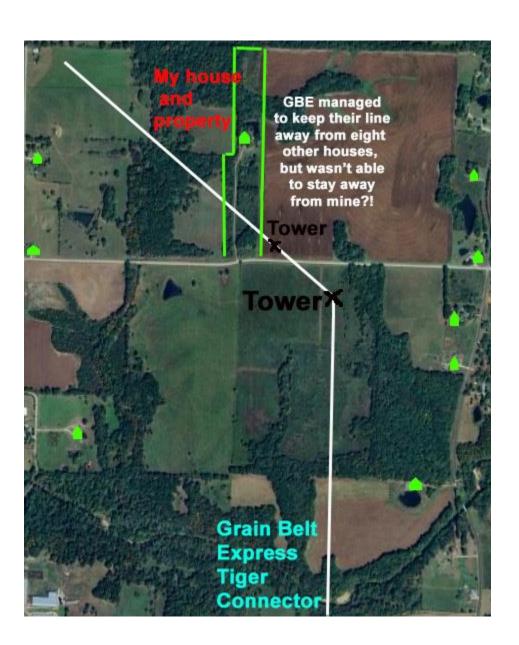
Brief description of complaint:

Grain Belt Express is attempting to run their 'Tiger Connector' transmission line over my property and existing electric line, which could block my 1/4 mile driveway with no other exit or entrance and my electric company tells me could cause my house (an earth contact home--3 exterior sides are concrete=limited exits) to burn down if Grain Belt's line ever fell on their line. By putting the line on me, my house and life will be endangered when there is open and uninhabited land approximately 500 ft. south of my property. My house and property is a 400 ft. wide piece of land on a one-mile stretch of road with no other houses and easy to avoid, but Grain Belt is targeting me and my land, which will require extensive bulldozing of existing mature trees and wildlife habitat.

Consumer has indicated that the following statements apply to this complaint:

- Consumer has taken these action(s): Sent Email to business
- · Consumer has contacted agencies:
- Consumer would like complaint resolved via: Other: Please do not allow Grain Belt to put their across my drive and so close to my house where it could create all kinds of chaos, including death and/or destruction if the line should ever fall.

Printed 7/16/2024





10/9/2024

Cheri K. Meadows

Subject: Parcel Tax ID:

Dear Cheri K. Meadows,

I am working on behalf of the Grain Belt Express transmission line project ("Grain Belt Express" or "the Project") as the dedicated land representative for you and landowners in your area. My role is to provide information regarding transmission line easements along the Grain Belt Express Tiger Connector route.

Invenergy Transmission is the owner and developer of multiple long-distance, high-voltage direct current (HVDC) transmission lines, ideal for moving large amounts of power over long distances due to higher efficiency and lower line losses. Notably, Invenergy Transmission is also the owner and developer of the Grain Belt Express.

Grain Belt Express is an approximately 800-mile, 5,000-megawatt transmission line project connecting four states—Kansas, Missouri, Illinois, and Indiana. Grain Belt Express will carry affordable, reliable power to millions of homes and businesses across the Midwest and other regions, delivering primarily domestic renewable, clean electricity while powering economic opportunity and energy security.

Grain Belt Express is an investment in Missouri communities, providing energy savings and reliability for Missouri families and businesses. Grain Belt Express will create \$1.3 billion in economic activity for Missouri and generate \$5.8 billion in cost savings for Missouri energy consumers over the first 15 years.

The Grain Belt Express Tiger Connector is an approximately 36-mile alternating current delivery link that will send power from a converter station in Monroe County to a delivery point in Callaway County. Landowners were contacted previously regarding the route evaluation process for the Tiger Connector. In August 2022, Grain Belt Express filed an amendment with the Missouri Public Service Commission (MPSC) seeking approval to increase the total delivery capacity for the project, bringing five times more energy to Missouri than originally approved in 2019. The amendment, which includes identification for a final Tiger Connector route, was approved by the MPSC on October 12, 2023.

Grain Belt Express has retained Contract Land Staff (CLS) to conduct landowner outreach and easement negotiations. As your dedicated land representative, I am writing to provide you with the standard form easement agreement for landowners, along with documents relating to payments and parcel ownership. Presented below is a summary of your easement payment offers based on the compensation terms proposed to the MPSC:



Option A

Your Easement Payment Offer & Structure Payment Estimate



Easement Payme	ant Onei			
Parcel	Easement Area	Land Type	Per-Acre Value	Market Value
			Total Market Valu	e:
		Market Premium	Being Offered by Grain Be	elt: 150%
			Easement Payment Offe	er:
		Tota	I Easement Payment Offe	er:
	Payment to Lan	ndowner at Signing	20% of Easement Paymen	t):
	•		Start (Balance of Easemen	·

Payment amounts are subject to change based on adjustments to easement areas and project design. For simplicity, the Balance of Payment amount reflects the one-time payment option, but annual payments are an option.

Option B

Your Easement Payment Offer & Structure Payment Estimate



Parcel	Easement Area	Land Type	Per-Acre Value	Market Value
			Total Market Value:	
		Market Premium B	eing Offered by Grain Belt:	110%
		E	asement Payment Offer:	
Structure Payment Estim	ate			
Total Route Length (All P	arcels) Estim	ated # of Structures	Per-Structure Value	Structure Value
516 feet	0		\$6,000	\$0
		Stru	cture Payment Estimate:	\$0

Total Easement Payment Offer & Structure Payment Estimate:

Payment to Landowner at Signing (20% of Easement Payment):

Payment to Landowner at Construction Start (Structure Payment + Balance of Easement):

Payment amounts are subject to change based on adjustments to easement areas and project design. For simplicity, the Balance of Payment amount reflects the one-time payment option, but annual payments are an option.



You may elect to receive your easement payment in a lump sum or broken out into annual payments over time. Additionally, you will receive compensation for any crop and conservation program revenues impacted by the project. All payment terms are further described in Exhibits C, D and E to the enclosed Easement Agreement.

The easement payment offer is based on land type data and corresponding market valuation information that was available to Invenergy Transmission and CLS when this letter was prepared. If you have reason to believe that the information used to calculate the offer for your land is incorrect, please notify me.

Enclosed with this letter are the following documents:

- 1. Parcel Identification: Parcel summary information as published by your county.
- **2. Easement Agreement:** The standard form contract for Grain Belt Express land agreements, with certain information fields and Exhibits filled in for the parcel(s) you own.
- 3. Signing Instructions: Instructions on how to sign the easement should you wish to do so at this time.
- **4. USDA Consent Form:** Authorizes the release of USDA program information to Grain Belt Express so that Grain Belt Express can coordinate and compensate you appropriately for any land impacted by the project that is currently enrolled in a USDA program (CRP, EQIP, or similar).
- 5. W-9: Standard tax form required by the Internal Revenue Service.

In addition to this information, you can learn more about Grain Belt Express and the Tiger Connector at www.grainbeltexpress.com. After you have time to review the information contained in this letter, I will contact you to follow up and answer any questions you have. If there is a preference on the best way to contact you, please let me know through the contact information provided below. I invite you to reach out to me at any time. Thank you for your time, and I hope to speak with you soon.

Respectfully,

Rick Phillips

Contract Land Staff, LLC

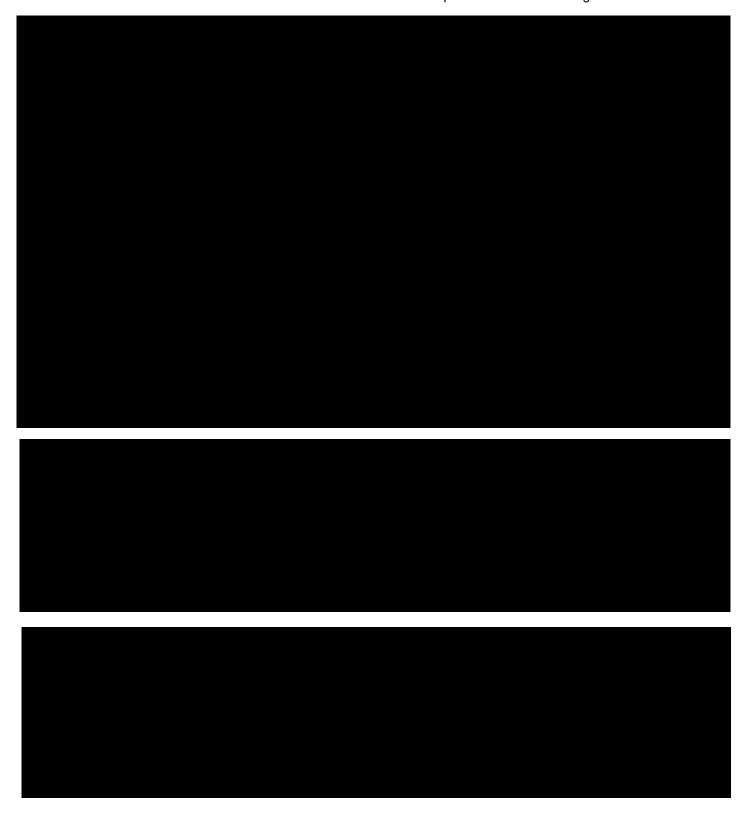
2031 Collier Corporate Pkwy, Unit 1

St. Charles, MO 63303

Rick.phillips@contractlandstaff.com

(660) 973-6652





(Space above reserved for Recorder of Deeds certification)

This document prepared by:	After recording return to:
Grain Belt Express LLC	Grain Belt Express LLC c/o Invenergy Transmission LLC
One South Wacker Drive, Suite 1800 Chicago, Illinois 60606	One South Wacker Drive, Suite 1800 Chicago, Illinois 60606
Legal Description: See page A-1	Reference Book and Page: N/A

Tract #:

TRANSMISSION LINE EASEMENT AGREEMENT

State of Missouri
_

- 1. Landowner owns certain real property in Callaway 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, an exclusive as to the types of Facilities (defined below) perpetual easement (the "Easement") to construct, operate, repair and maintain a transmission line, as further described below. The location of the Easement is generally as depicted on the attached Exhibit B (the "Easement Area") which will be a strip of land designated by Grain Belt, anticipated to be 75 feet (not to exceed 100 feet) on each side of the center-line of the "as built" Facilities.
 - a. <u>Payments</u>. In exchange for receiving the Easement, Grain Belt shall pay Landowner payments (i) pursuant to that certain Easement Calculation Sheet attached hereto as <u>Exhibit C</u>, and (ii) to the extent applicable, for certain damages as set forth in and in accordance with the terms of the Structure Estimate (if applicable) and Crop Compensation Calculation attached hereto as <u>Exhibit D</u>, in each case pursuant to the Landowner Payment Instructions attached hereto as <u>Exhibit E</u>, and each of which Exhibits shall remain confidential and will be removed prior to any recording of this Agreement.
 - b. <u>Transmission Easement</u>. The Easement includes rights to develop, permit, construct, reconstruct, repair, improve, alter, replace, operate, use, inspect, maintain and remove a transmission line, which

transmission line may 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, and other equipment, accessories, access roads and appurtenances, as Grain Belt may deem necessary or desirable in connection therewith (the "Facilities") and to study or inspect in preparation therefor, including survey, soil sampling, geotechnical evaluation, environmental tests, archeological assessments, and transmission and interconnection studies. The Easement may be used for the transmission of electrical energy and for communication purposes, whether existing now or in the future in order to facilitate the delivery of electrical energy.

- c. <u>Telecommunications Easement</u>. The Easement may also be used for installation, operation, and maintenance of fiber optic cable and other equipment needed for the transmission of communications to or by third parties.
- d. Site Plan. Prior to construction, Grain Belt shall provide Landowner with a site plan indicating the approximate proposed location of the Facilities, including structures and access roads. No later than twenty (20) days after receipt of the site plan from Grain Belt, Landowner shall provide Grain Belt with Landowner's comments or proposed revisions to the site plan, if any. Grain Belt shall consider in good faith revising the approximate proposed location of the Facilities based upon any such comments or proposed revisions, in Grain Belt's discretion. 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 Area.
- e. Access Easement. The Easement includes the non-exclusive right of ingress and egress over the Easement itself, over the Property of the 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 a manner that shall cause the least practicable damage and inconvenience to the Landowner, taking into account proximity to public means of access, terrain, and other geographical and engineering considerations, and Grain Belt's ability to exercise its rights under this Agreement.
- f. <u>Landowner Notification</u>. Except in the event of an emergency, Grain Belt will provide notice to the Landowner at least 24 hours in advance of accessing the Property for the first time for the purpose of constructing, modifying, or repairing the Facilities.
- g. <u>As-Built</u>. 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 Area. 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 Area.
- h. <u>Grain Belt Conduct</u>. Any Facilities constructed by Grain Belt will be constructed in a good and workmanlike manner and such Facilities shall be so maintained until the termination of this Easement or removal of such Facilities by Grain Belt.
- i. <u>Gates</u>. After entering or exiting any gate providing access to the Property, Grain Belt shall leave such gate in the same open/close condition as existed prior to such entrance/exit; provided, however, that Grain Belt may, only upon consultation with Landowner, leave such gates open during construction, installation, improvement, replacement, repair and maintenance of the Facilities. Following the construction of the Facilities, should Landowner maintain livestock on the Property, Grain Belt shall be responsible for any and all liability or damages incurred by

Landowner and directly caused by Grain Belt, Grain Belt's agents, assigns, successor's failure to properly close any gates on the Property, which gates were opened by Grain Belt, Grain Belt's agents, assigns or successors.

- 3. Crop Compensation. 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, whether such damage occurs before, during, or after construction. Crop compensation will be paid in accordance with the methodology set in the Crop Compensation Calculation, attached hereto as Exhibit D. Landowner and Grain Belt agree that the Crop Compensation Calculation or any alternative Crop Compensation Term Sheet executed concurrently with this Agreement is in satisfaction of all loss in crop yields attributed to construction of the Facilities and all routine operation and maintenance throughout the Term of this Agreement and Landowner waives all additional claims for loss in crop yields associated with such construction and routine operation and maintenance. In the event of non-routine maintenance or reconstruction, Landowner and Grain Belt agree to negotiate in good faith regarding compensation paid by Grain Belt to Landowner for all loss in crop yields attributed to such non-routine maintenance or reconstruction, with the intent that the Landowner be made whole for any damages or losses that occur as a result of non-routine maintenance or reconstruction.
- 4. Clearance Easement. Notwithstanding Section 3 above, 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 Area of any improvements or other structures installed by Landowner after the execution hereof to the extent that they interfere with Grain Belt's ability to exercise its rights under this Agreement, 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 Area; and (c) cut down and trim any tree located encroaching upon the Easement Area or Facilities that in the reasonable opinion of Grain Belt may interfere with the safety, proper operation and/or maintenance of the Facilities. Landowner may retain the right to trees of commercial value. When clearing the Easement, Grain Belt shall: (a) coordinate with the Landowner regarding disposition of trees of commercial value at least 30 days before the commencement of clearing; (b) if requested by Landowner, cut logs 12" in diameter or more into 10 to 20 foot lengths and stack them just outside the right-of-way for handling by the Landowner; (c) cut stumps as close to the ground as practical, but in any event will be left no more than 4 inches above grade; (d) treat stumps to prevent regrowth consistent with industry best practices and subject to vegetation types, site specific land uses, and any environmental sensitivities; (e) notify Landowner of the Transmission Vegetation Management Policy and of the specific vegetation treatments for Landowner's property; (f) reseed disturbed areas consistent with reclamation best practices in consultation with Landowner, restoration specialists, and government agencies; (g) follow best practices to minimize erosion, with particular practice employed at a given location depending upon terrain, soil, and other relevant factors.
- 5. Non-Interference. Landowner shall have the right to use the Easement Area for normal farming and grazing, hunting, recreation, and any other purposes provided that (a) hunting shall not be done in a manner that could reasonably endanger personnel constructing the Facilities, (b) Grain Belt shall at all times have access through any fences to the Easement Area by means of a gate, and (c) such uses do not interfere with electrical safety or Grain Belt's rights and permitted use of the Easement for the purposes described herein. Landowner shall not engage in any activity or grant any rights to third parties in the Easement Area 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 Area, 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 during which periods Grain Belt shall work expeditiously to complete such construction or work with reasonable diligence, Landowner may not have access to or use of the Easement Area 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.

- 6. <u>Title to Facilities and Property</u>. Grain Belt shall have no ownership interest in fee title to the Property. Grain Belt will retain title to the Facilities and shall have the right to remove them from the Property at any time. Landowner shall have no ownership interest in or to any Facilities. Nothing in this Agreement, however, shall be construed as requiring Grain Belt to install or operate the Facilities. Grain Belt shall have the right to quietly and peaceably hold, possess and enjoy the Easement for the duration of this Agreement, without hindrance or molestation, and Landowner shall defend Grain Belt's right of use and occupancy to the same against the claims of all persons. When executed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.
- 7. Representations. Landowner represents, warrants and covenants that they are the true and lawful owners of the Property, have good and marketable title to the Property, have the unrestricted right, power and authority to grant and convey the Easement as herein provided, and that there are no recorded or unrecorded liens, encumbrances, leases (including oil, gas and/or other mineral interests), easements, licenses, rights of way, mortgages, deeds of trust, conservation easements or other exceptions that could interfere with Grain Belt's operations on the Property, except as noted below:

Landowner shall fully cooperate and assist Grain Belt, in removing or limiting such interference, including obtaining a subordination and non-disturbance agreement.

- 8. Cooperation. Landowner shall cooperate with Grain Belt (including signing in Landowner's name, if necessary), at no expense to Landowner, in applying for, complying with or obtaining any approvals and consents, environmental reviews, or any other permits, licenses, approvals or consents requested by Grain Belt for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Facilities and any other improvements made by Grain Belt and permitted in this Agreement. Landowner shall take no actions that would cause Grain Belt to fail to comply with permits, approvals, or consents of any governmental authority having jurisdiction over the Property once issued. To the extent permitted by law, Landowner hereby irrevocably waives enforcement of any applicable setback requirements respecting the location of Facilities.
- 9. <u>Taxes</u>. Landowner shall pay all taxes, assessments, or other governmental charges, general and specific, that shall or may during the Term be imposed on, or arise in connection with the Property itself; provided, however, during the Term Grain Belt shall be liable for any incremental increase in such taxes, assessments, or other governmental charges for the Property directly or indirectly resulting from the presence of the Facilities on the Property. Grain Belt shall pay all taxes, assessments, or other governmental charges that are due and payable with respect to the Facilities on the Property.
- 10. <u>Insurance</u>. Grain Belt shall procure and maintain at its sole cost and expense throughout the Term of this Agreement, a policy or policies of liability insurance in amounts not less than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, insuring against any and all liability to the extent obtainable for injury or death of a person or persons or damage to property occasioned by or arising out of or in connection with the use,

- construction, and occupancy of the Property, such liability limit may be maintained with a combination of primary and excess coverage in a manner permitted under Missouri law.
- 11. <u>Termination</u>. Grain Belt may terminate this Agreement at any time by providing written notice to Landowner and removing Facilities from the Property as soon as practicable whereupon all further rights and obligations under this Agreement shall terminate. In the event the Facilities are permanently retired from service, Grain Belt shall promptly issue termination notice to Landowner. Upon such termination of this Agreement, Grain Belt shall, as soon as practicable thereafter, (i) file a release of the Easement in the real property records of the county in which the Property is located, (ii) remove above-ground and below-ground (to a depth of three (3) feet below grade) Facilities from the Property and (iii) secure, maintain and dispose of debris with respect to the Facilities. All of the Property disturbed by Grain Belt shall be restored to a condition reasonably similar to its original condition. Reclamation shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion.
- 12. Default. If either Party defaults in performance of an obligation under this Agreement the nondefaulting Party shall not have the right to exercise any remedies hereunder if the default is cured within sixty (60) days of receiving written notice of such default from the non-defaulting Party specifying in detail the default and the requested remedy (the "Notice of Default"); provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure then the non-defaulting Party shall not have the right to exercise any remedies hereunder so long as the defaulting Party commences performance of the cure within sixty (60) days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence. Subject to the limitations set forth in this Section 12, should a default remain uncured beyond the applicable cure periods the non-defaulting Party shall be entitled to exercise any remedy available at law or equity. Notwithstanding the foregoing, anything to the contrary contained in this Agreement, or any rights at law or in equity, in the event there are Facilities located on the Property, in no event shall any default of this Agreement beyond applicable cure periods terminate, or entitle any Party to terminate, this Agreement or any Easement or right granted hereunder unless expressly pursuant to the provisions of Exhibit C hereof and, if after the commencement of construction, only after exhausting all other remedies at law and equity.
- 13. Notices. All notices under this Agreement shall be in writing and shall be considered given either (i) when delivered in person, (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, or (iii) upon deposit with an overnight courier service addressed by name and address to either party to this Agreement, addressed to the mailing address set forth above. Either party may, by written 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. Landowner may designate alternate contact information for informal communications pursuant to the form attached as Exhibit E.
- 14. <u>Right to Mortgage</u>. 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 all of Grain Belt's obligations under this Agreement.
- 15. <u>Benefits and Burdens</u>. 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.

16. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. 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, subject to the limitations as otherwise set forth herein each shall have all remedies available at law or in equity in state and federal courts in the State of Missouri.

17. Indemnification; Waiver of Claims

- a. Grain Belt shall indemnify and hold harmless Landowner and any tenants of Landowner from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and reasonable attorney's fees, 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 (collectively "Claims"), except to the extent resulting from Landowner's or such tenant's, as applicable, breach of the terms of this Agreement or from Landowner's or such tenant's, as applicable, gross 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 17(c) shall not limit any of Grain Belt's remedies for breach of the terms of this Agreement.
- 18. <u>Subordination</u>. 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.
- 19. Estoppel Certificates. Landowner shall promptly execute such estoppel certificates (certifying as to such matters as Grain Belt may reasonably request, including, without limitation, that no default or failure to perform then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Grain Belt, any transferee or Mortgagee may reasonably request from time to time. At Grain Belt's option, such certificates, consents and agreements may be recorded in the relevant recording office. Landowner hereby consents to such recording.

- 20. <u>Joint Ownership</u>. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Landowner or have an ownership interest in the Property from time to time, the obligations of Landowner under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. All such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Grain Belt shall have no obligation to make any allocation.
- 21. <u>Severability</u>. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.
- 22. <u>Protocols</u>. The Missouri Landowner Protocol, Missouri Agricultural Impact Mitigation Protocol, and the Code of Conduct promulgated by Grain Belt, and of record with the Missouri Public Service Commission (as may be amended, supplemented or replaced from time to time, collectively, the "**Protocols**"), are hereby incorporated by reference and shall be controlling on the activities of the Landowner and Grain Belt. The current version of the Protocols as of the Effective Date are available at https://grainbeltexpress.com/. In the event of a conflict between this Agreement and the conditions of the Protocols, the provision more favorable to Landowner shall control to the extent of such conflict.
- 23. Applicable Laws. Landowner and Grain Belt acknowledge their desire for the provisions of this Agreement to comply with all applicable Missouri and federal laws. As such, it being understood and agreed that if this Agreement does not comply in all respects with Missouri law or federal law, then this Agreement shall nonetheless remain in full force and effect, and shall be amended, in the manner that is fairest to each party, to cause such compliance to occur; and Landowner and Grain Belt agree to execute any amendments to this Agreement or a new easement (in such form reasonably requested by Grain Belt) as may be necessary for that purpose. To the extent there is any question regarding the validity or enforceability of this Agreement due to the effect of any applicable Missouri law or federal law, relating to transmission leases or easements now or hereafter enacted, the parties hereby agree to amend the Agreement as set forth above and each party hereby waives its rights under any such existing or hereinafter enacted laws.
- 24. <u>Hazardous Materials</u>. Neither Grain Belt nor Grain Belt's agents or representatives shall violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of asbestos-containing materials, petroleum and petroleum products, explosives or any other substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property (each, a "Hazardous Material"). Grain Belt shall promptly notify Landowner if any such violation occurs.
- 25. <u>Counterparts</u>. This Agreement, and any amendment hereto, may be executed in multiple counterparts and, when executed by all parties, shall constitute one agreement effective and binding on all parties.
- 26. Waiver of Jury Trial. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY

OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

- 27. <u>Recordation</u>. This Agreement may be recorded in the official records of the county in which the Property is situated; provided, however, the financial terms of this Agreement (as indicated in <u>Exhibits C, D and E</u>) shall be redacted from such recorded copy.
- 28. <u>USDA Programs</u>. If any portion of the Property is removed from a U.S. Department of Agriculture program (such as Conservation Reserve Program, Conservation Stewardship Program, Environmental Quality Incentives Program, or similar) ("USDA Program") or if Landowner's payments due under such USDA Program are reduced due to Grain Belt's installation of Facilities on the Property, Grain Belt shall reimburse Landowner for any verified rent payments, cost share payments, interest, and/or any other costs or fees that may be incurred by Landowner. Upon Grain Belt's request, Landowner shall provide Grain Belt with a copy of its USDA Program agreement or such other documentation that will verify the costs and fees for which Grain Belt shall be responsible for reimbursing Landowner. In the event Landowner enters into a new USDA Program contract after the effective date of this Agreement, Landowner shall notify Grain Belt and provide a copy of the USDA Program agreement. Grain Belt acknowledges that such USDA Program contracts may be held in the name of Landowner or such other entity that Landowner may designate from time to time.

[Signature page follows]

IN WITNESS WHEREOF, Landowner and Grain Belt have entered into and made this Agreement effective on the date first set above.
<u>LANDOWNER</u>
CHERI K. MEADOWS
ACKNOWLEDGMENT OF LANDOWNER
STATE OF) SS.
COUNTY OF)
On this day of in the year, before me,, a Notary Public in and for said state, personally appeared , known to me to be the person who
executed the within Transmission Line Easement Agreement, and acknowledged to me that he or she executed the same as his or her free act and deed and for the purposes therein stated.
Notary Public

My commission expires:____

My commission number:_____

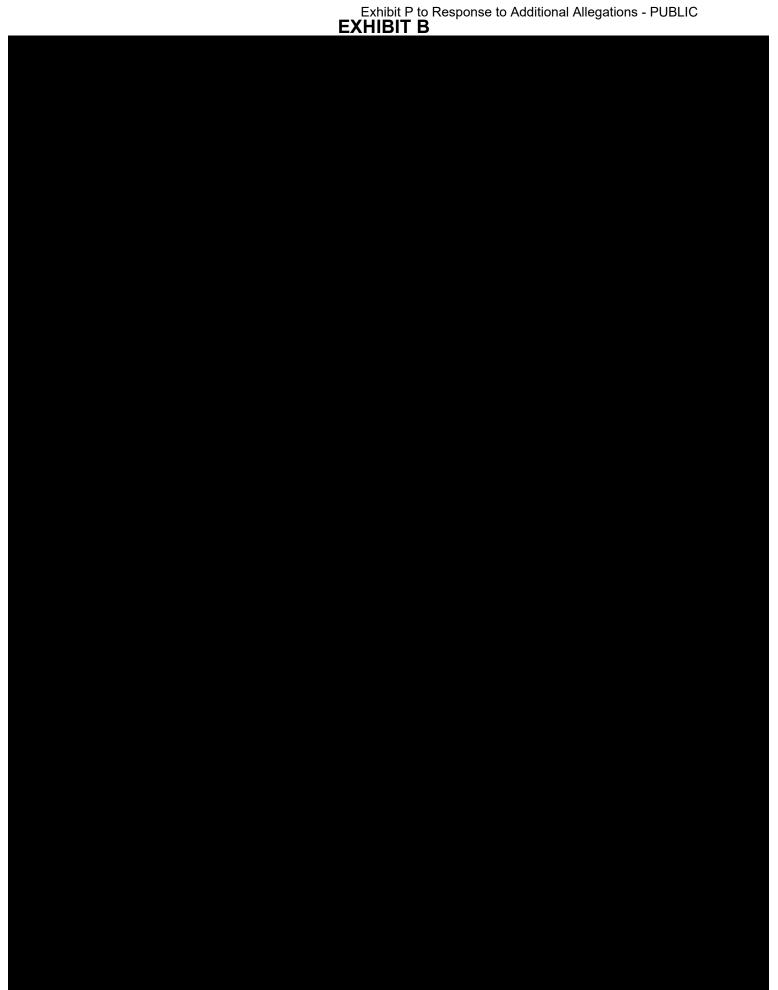
GRAIN BELT

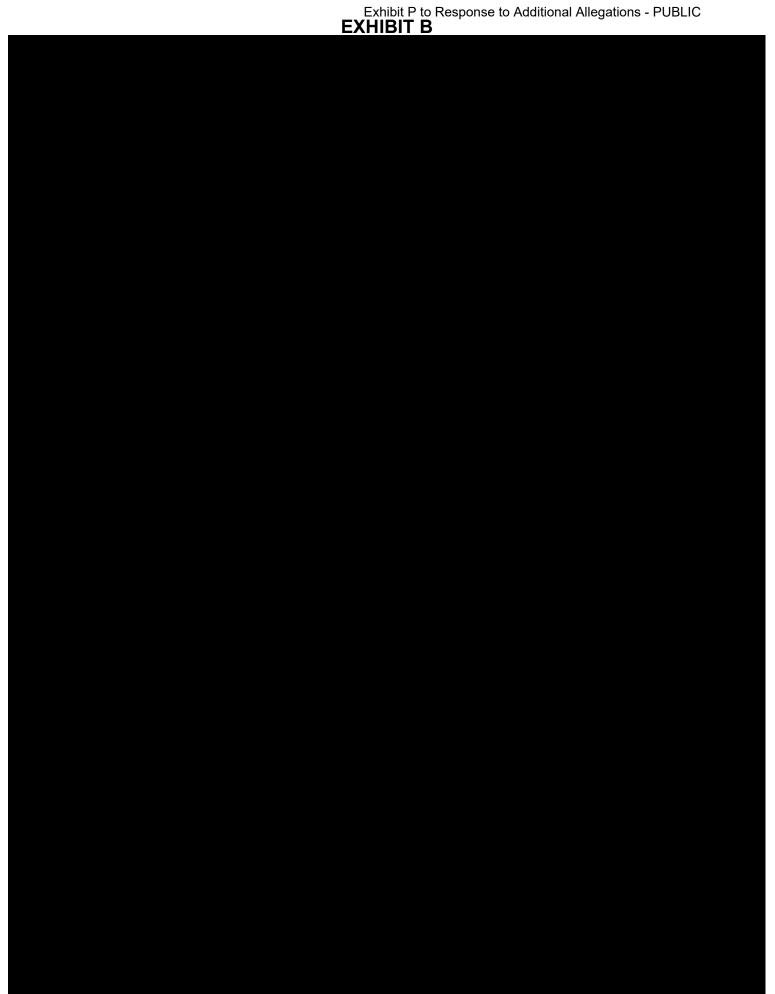
GRAIN BELT EXPRESS LLC,	
an Indiana limited liability company	
By:	
Name:	
Title:	
ACKNOWLED	OGMENT OF GRAIN BELT
) SS	
STATE OF)	
On this day of	in the year, before me,, a Notary Public in and for said state, personally to me to be the person who executed the within
appeared, known	to me to be the person who executed the within
Transmission Line Easement Agreement a	s Authorized Signatory of Grain Belt Express LLC, and
acknowledged to me that he or she execution purposes therein stated.	ted the same as his or her free act and deed and for the
purposes therein stated.	
	Notary Public
	(SEAL)
	Name:
	Notary Public, State of Illinois
	My Commission Expires:

EXHIBIT A

Legal Description







PAYMENT OPTION SELECTION

Landowner Payment Selection Consent Form

	is form is made a part of that certain Transmission Line Easement Agreement ("Agreement") granted by Landowner to Grain Belt. I terms not defined in this Exhibit shall have the meaning attributed to them in the Agreement.
Tro	act Number: CHERI K. MEADOWS.
Lai	ndowner hereby elects for the Total Easement Consideration to be calculated as follows (check one):
	<u>Payment Option A</u> . The Total Easement Consideration shall be based upon 150% of the Fair Market Value of the portion of the Property encumbered by the Easement Area, with no payment for structures placed on the Property.
	OR
	<u>Payment Option B</u> . The Total Easement Consideration shall be based upon 110% of the Fair Market Value of the portion of the Property encumbered by the Easement Area, plus a payment as identified on Exhibit D for each structure placed on the Property.
Exi	ndowner hereby agrees that all payments are legally permitted to be made as specified above and as provided in the respective hibits C and D attached hereto. Landowner shall only execute the respective Exhibits C and D that correspond with the ndowner's election above.
	Landowner: DATE:

EXHIBIT C and EXHIBIT D for

PAYMENT OPTION A:

150% FMV

[Discard if Payment Option B is selected]

Grain Belt Express Exhibit C – Easement Calculation Sheet

This Easement Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Agreement") granted by Landowner to Grain Belt. All terms not defined in this exhibit shall have the meaning attributed to them in the Agreement.

Tract Number:	MO-CA-TG-027.000, MO-CA-TG-028.000	Landowner:	CHERI K. MEADOWS	

Calculation of Total Easement Consideration

Area ID	Length (ft)	Width (ft)	Area (acres)	Land type	Market Value ¹	Adjustment	Consideration		
"Total Fasement Consideration". ^{2;3}									

Notes:

- 1. Market value is based on studies of sales of similar properties and is expressed in dollars per acre.
- 2. If the final easement area is larger than listed above, then Grain Belt will recalculate the Total Easement Consideration using that area and within 90 days of completion of construction it will pay Landowner an extra Balance Payment to account for the higher Total Easement Consideration.
- 3. Total Easement Consideration may be adjusted upward if required to comply with regulatory mandates specifically requiring such adjustment. In no event will the consideration be less than as set forth in this Exhibit C.

Schedule for Payment of Total Easement Consideration

Name	Description	Amount
Initial	20% of Total Easement Consideration. Due within 30 days of the Effective Date.	
Payment		
Second	10% of Total Easement Consideration. Due on or before the third (3 rd) anniversary of	
Payment	the Effective Date. Paid at the option of Grain Belt.	
Balance	Total Easement Consideration, less the Initial Payment, less any Second Payment.	
Payment ³	Landowner may elect to receive this payment in a lump sum, or in annual payments.	
	Lump sum or first annual payment due before the Easement Compensation Deadline ¹ .	

Notes:

- 1. Unless extended by a Grain Belt extension payment, the "Easement Compensation Deadline" is the earlier of (i) the date construction crews access the Property to install structures or wires, or (ii) the date three years after the Effective Date, or six years if extended with the payment of the Second Payment.
- 2. Balance Payment shown assumes that the Second Payment is paid.
- 3. Landowner acknowledges and agrees that Grain Belt is under no obligation to pay the Balance Payment, but that if Grain Belt fails to do so on or before the Easement Compensation Deadline, subject to the cure provision in the Agreement, the Agreement shall terminate. Upon such a termination, Landowner shall retain the Initial Payment and any Second Payment (if applicable), and Grain Belt shall have no further obligation or other liability to Landowner.
- 4. If elected by Landowner, Balance Payments will be paid annually. The first payment will be 5% of the lump sum Balance Payment and subsequent payments will be escalated by 2% every year.

(initial): lump sum or annual payments.
DATE:
DATE:

Grain Belt Express Exhibit D -Advance Crop Compensation Calculation

This Advance Crop Compensation Calculation is made a part of that certain Transmission Line Easement Agreement ("Agreement")

granted by Landowner to Grain Belt. All terms not defined i	in this Exhibit sha	all have the meaning attributed	d to them in the Agreement
Tract Number: _	Landowner:	CHERI K. MEADOWS	<u>.</u>
.			
One Time Advance Cron Compensation Calculation To	Ra Datarminad D	vior to Construction	

One-Time Advance Crop Compensation Calculation – To Be Determined Prior to Construction

Crop Type	Length	Width	Area	Price	Yield	Adjustment	Compensation
	(ft)	(ft)	(acres)			-	
Corn	TBD	TBD	TBD	TBD	TBD	300%	TBD
Soybeans	TBD	TBD	TBD	TBD	TBD	300%	TBD
Wheat	TBD	TBD	TBD	TBD	TBD	300%	TBD
Timber	TBD	TBD	TBD	TBD	TBD	100%	TBD
Other	-	-	-	-	-	-	-
		o Advance Cron	TDD				

Compensation":3

Notes:

- The advance crop payment represents the anticipated added costs due to construction including reduced yields, compaction, seed, and fertilizer. The payment is calculated based on the type of crop planted or to be planted in the easement area during the year construction commences, typical yields, and expected crop prices.
- The adjustment factor is set to cover full crop loss for construction Year 1 plus reduced yields from soil compaction and other temporary impacts assumed to occur in Years 2, 3, 4, and 5. These impacts will be compensated at, respectively, 100%, 80%, 60%, 40%, and 20% (300% total).
- If Landowner suffers crop damages during construction that are greater than the 50 feet used in the above calculation, Landowner may notify Grain Belt, and Grain Belt shall pay the additional compensation based on the formula described above.
- If future crop damages result from Grain Belt's operations and maintenance, Grain Belt shall compensate Landowner for any such loss using the same formula described above.
- For losses of marketable timber, the compensation price shall be based on the timber value as determined by a certified forester. The timber removed shall still belong to Landowner and may be sold or used by the Landowner.
- Advance Crop Compensation is due on or before the date construction crews access the Property to install structures or wires.

Acceptance		
Landowner:	FOR FUTURE USE	DATE:FOR FUTURE USE_
Grain Belt:	FOR FUTURE USE	DATE:FOR FUTURE USE_

EXHIBIT C and EXHIBIT Dfor

PAYMENT OPTION B:

110% FMV and Structure Payment

[Discard if Payment Option A is selected]

Grain Belt Express Exhibit C – Easement Calculation Sheet

This Easement Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Agreement") granted by Landowner to Grain Belt. All terms not defined in this exhibit shall have the meaning attributed to them in the Agreement.

Landowner to	o Grain Belt. Ali	l terms not	defined in this e.	xhibit shall ha	ve the meanin	ng attributed to them	in the Agreement.
Tract Numbe	er: _			Landow	ner: <u>CHE</u>	ERI K. MEADOWS	<u>.</u>
Calculation	of Total Easeme	nt Conside	eration				
Area ID	Length (ft)	Width (ft)	Area (acres)	Land type	Market Value ¹	Adjustment	Consideration
				"Total	Easement Co	onsideration": ^{2;3}	
2. If the find that area higher To 3. Total Ea	al easement area a and within 90 a otal Easement C sement Consider	n is larger lays of con onsideration ration may	than listed above upletion of constron.	e, then Grain B ruction it will p ard if required	elt will recald ay Landowne to comply w	er an extra Balance i ith regulatory mando	ement Consideration using Payment to account for the ates specifically requiring
Schedule for	Payment of Tot	al Easeme	nt Consideration	n			
Name	Description						Amoun
Initial	20% of Total B	Easement C	Consideration. D	ue within 30 d	ays of the Eff	fective Date.	
Payment Second	100/ of Total B	Eagament (Consideration D	ua an ar hafar	a tha third (21	d) anniversary of	
Payment			at the option of (e me mina (3) anniversary or	
Balance Payment ³	Total Easemen Landowner ma	t Consider y elect to	ration, less the In receive this payn	itial Payment, in a lump	sum, or in an		
constructive years if eactive years if e	tion crews access extended. Payment shown ner acknowledge. lo so on or before minate. Upon su in Belt shall have d by Landowner, t and subsequent	s the Prop assumes th s and agre e the Easen och a termi e no furthe Balance F payments	erty to install str hat the Second Po es that Grain Be ment Compensati nation, Landown r obligation or o	ayment is paid. It is under no clion Deadline, so the stail retain ther liability to paid annually. If by 2% every y	es, or (ii) the obligation to pubject to the the Initial Po o Landowner. The first pay	date three years afte pay the Balance Pay cure provision in the ayment and any Seco ment will be 5% of t	e earlier of (i) the date or the Effective Date, or six orment, but that if Grain Belt or Agreement, the Agreement ond Payment (if applicable), he lump sum Balance
Acceptance							
Lan	downer:				DATE:		
	in Belt:						

REMOVE BEFORE RECORDING Additional Allegations - PUBLIC

Grain Belt Express Exhibit D – Structure Estimate and Advance Crop Compensation Calculation

This Structure Estimate and Advance Crop Compensation Calculation is made a part of that certain Transmission Line Easement Agreement ("Agreement") granted by Landowner to Grain Belt. All terms not defined in this Exhibit shall have the meaning attributed to them in the Agreement.

to them in the Agreement.			
Tract Number:	Landowner:	CHERI K. MEADOWS	

Structure Estimate

Number of	Structure	Rate ³	Payment	Payment ⁶	Landowner Selection
Structures ^{1,5}	Type ²		options ³		(initial one)
0	Monopole	\$6,000 per structure	Lump Sum	\$0	
			OR		
		\$500+ per structure	Annual	\$0+ per year ⁴	

Notes:

- 1. Number of structures is estimated using a linear footage formula. The actual structure payment will be based on the final design and actual number of structures to be installed, which could be more or less than shown above.
- 2. The payment rate shown above assumes installation of monopole structures.
- 3. Grain Belt will pay Landowner either a one-time lump sum payment or annual payments, depending on the selection above. After the initial annual payment, annual payments will be escalated annually by 2%.
- 4. Lump sum or first annual payment is due December 31st of the year construction crews access the Property to install structure(s).
- 5. If a structure is placed on a property line, each parcel will receive one-half (50%) of the structure payment, regardless of the exact placement of the structure on the property line.
- **6.** If, after the final engineering design and construction of the Facilities have been completed, the number of structures placed on the Property is less than the amount estimated and reflected above, Grain Belt agrees to compensate Landowner with no less than the structure payment stated above.

One-Time Advance Crop Compensation Calculation – To Be Determined Prior to Construction

	-	_					
Crop Type	Length	Width	Area	Price	Yield	Adjustment	Compensation
	(ft)	(ft)	(acres)				
Corn	TBD	TBD	TBD	TBD	TBD	300%	TBD
Soybeans	TBD	TBD	TBD	TBD	TBD	300%	TBD
Wheat	TBD	TBD	TBD	TBD	TBD	300%	TBD
Timber	TBD	TBD	TBD	TBD	TBD	100%	TBD
Other	-	-	-	-	-	-	-

"Total One-Time Advance Crop Compensation":³

Notes:

- 1. The advance crop payment represents the anticipated added costs due to construction including reduced yields, compaction, seed, and fertilizer. The payment is calculated based on the type of crop planted or to be planted in the easement area during the year construction commences, typical yields, and expected crop prices.
- 2. The adjustment factor is set to cover full crop loss for construction Year 1 plus reduced yields from soil compaction and other temporary impacts assumed to occur in Years 2, 3, 4, and 5. These impacts will be compensated at, respectively, 100%, 80%, 60%, 40%, and 20% (300% total).
- 3. If Landowner suffers crop damages during construction that are greater than the 50 feet used in the above calculation, Landowner may notify Grain Belt, and Grain Belt shall pay the additional compensation based on the formula described above.
- 4. If future crop damages result from Grain Belt's operations and maintenance, Grain Belt shall compensate Landowner for any such loss using the same formula described above.
- 5. For losses of marketable timber, the compensation price shall be based on the timber value as determined by a certified forester. The timber removed shall still belong to Landowner and may be sold or used by the Landowner.
- 6. Advance Crop Compensation is due on or before the date construction crews access the Property to install structures or wires.

1 1	J .	1 2	
Acceptance			
Landowner:	FOR FUTURE USE	DATE:FOR FUTURE USE_	
Grain Belt:	FOR FUTURE USE	DATE:FOR FUTURE USE_	

Grain Belt Express

Exhibit E – Landowner Contact Information and Payment Authorization Form

Tro	act Number: _		Landowner:	CHERI K. M	<u>EADOWS.</u>
Of	ficial Notices				
	Landowner requests official i	notices to parties other	than those on page 1. i	lease indicate	below:
_	rimary Contact for Notices	F	Additional Conta		
				V	
La	ndowner Contact Informati	on			
	ndowner's preferred contact		communications are (fil	l in all that app	ply):
	Mailing Address	Phone		Email	
		Name:			
		Number:	er:		
		Туре ој Китов	gr:		
_					
•	yment Instructions ndowner hereby elects each	navment due to he mad	e as follows (check one).	
	•				s permitted successors and assigns. This is
Ш	the default method of payn		entities comprising Li	naowner, or u.	s permittea successors and assigns. This is
	OR				
	Option B. Separate checks	issued to the following	pavees in the following	percentages:	
		, 3			
	Payee:	%	%		
	% of payment				
If (Ontion B is selected, by sign	atures helow each perso	on or entity holding rec	ord title to the	Property hereby agrees that all payments
	e legally permitted to be mad				
	Landowner:		DAT	∃:	
				-·	

If Landowner transfers any of its fee title interest in the Property, Grain Belt will pay the prior landowner until the date sixty (60) days after Grain Belt receives all of the following: (i) notice of the transfer of any fee title interest in the Property with the new landowner's name and address, (ii) a completed Internal Revenue Service Form W-9 for the new landowner, and (iii) the executed document evidencing the transfer of fee title interest in the Property to the new landowner (collectively, "Notice Documents").

If the Notice Documents are not delivered to Grain Belt and a disagreement arises among the prior and new landowner, the disagreement shall be resolved between the landowners, and each landowner shall hold Grain Belt harmless. Grain Belt shall have no obligation to change to whom the payments are made until it receives the Notice Documents and satisfactory evidence that the disagreement has been resolved.



Owner	:		Tract ID:	
Addres	<i>'s</i> :		County:	
		Survey A	Access Form	
1. Sui	evey Access. The u	ndersigned ("Owner") he	ereby acknowledges that Grain Belt Expres	ss LLC
("G	rain Belt"), which	is owned by Invenergy T	Fransmission LLC ("Invenergy"), its agent	s,
con	tractors, and affilia	ites has permission to ent	ter the premises of said Owner to conduct	property
bou	indary and environ	mental surveys. These su	rveys will be conducted by qualified profe	essionals and
ma	y involve subsoil d	igging or other necessary	work.	
2. Pay	ments. Grain Belt	will pay to Owner the ar	mount shown on the attached Exhibit A.	
3. Tei	m. This agreemen	t grants access to propert	y for all surveying purposes from the date	this
doc	ument is executed	through December 31, 2	024.	
I. No	t ice: Grain Belt wi	ll attempt to contact Owr	ner and any occupant, to the extent there ar	e any
occ	upants other than t	he Owner or the Owner's	s household, approximately one week prior	r to each
inst	ance of the survey	crews accessing the prop	perty and provide a general timeframe of w	hen survey
cre	ws are expected be	on Owner's property.		
5. Da	mages. In the unlik	ely event of damages res	sulting from the Surveys, Invenergy will re	eimburse
Ow	ner within sixty (6	0) days.		
Lando	owner Name	Signature		D ate
Landowner Name Signature		Signature		Date
Lando	owner Name	Signature		D ate

Owner and Occupant Contact Information

Owner Phone	
Owner Email (Optional)	
Owner Phone	
Owner Email (Optional)	
Occupant Phone	
Occupant Email (Ontional)	

Exhibit A

Grain Belt will make a one-time payment to Owner in the amount of One Thousand Dollars (\$1000), which amount shall be paid within thirty (30) days of Grain Belt's receipt of Owner's signed survey access form and W9.

GRAIN BELT EXPRESS Easement Package – Signing Instructions

Easement Agreement

• Page 1

o Blank line – please enter the date you sign the easement here

Signature page

INDIVIDUALS

 Please sign where your name is listed on the signature page in front of a notary public. Each individual will need to have their signature notarized.

O TRUSTS OR BUSINESSES

- You should fill out each line as follows:
 - By: Signature
 - Name: Print Name
 - Title: Your title as shown on signing documentation
 - o Examples: Trustee, Co-Trustee, Managing Member, Manager, Vice President, President, etc.
- PLEASE NOTE: We will need documentation showing that you are authorized to sign on behalf of your organization. The documentation should show your name, title, and your responsibilities within the organization, which should include the ability to sign real estate or easement documents for the organization.
 - Examples: Memorandum of trust, corporate articles, meeting minutes

Exhibit C

- Bottom of page ABOVE the double line
 - Please initial which payment option you would prefer for your balance due a one-time up-front easement payment OR an annual easement payment. Please only select one.
- Bottom of page BELOW the double line
 - Please sign and date next to the word "Landowner"

Exhibit E

- Official Notices section
 - If you would like any initial notices sent anywhere other than the mailing address on page 1, fill in that address here.
- o Landowner Contact Information
 - Enter your preferred mailing address, phone number, and email address (if applicable) that we may contact you at.
- Payment Instructions
 - Select Option A if you would like a single check issued to every owner listed on the easement. Select Option B
 if you would like separate checks issued to different individuals and enter the percentages of payment each
 owner should receive.
 - Please sign and date next to the word "Landowner"

USDA Authorization

• Please fill out this form in its entirety if there are any USDA programs present on your property. If there are no USDA programs, you do not need to fill out this form.

W9(s)

- Each owner who will be receiving payment needs to fill out a W9. Please ensure only ONE owner is listed per W9. Do NOT list multiple names or social security numbers on one W9.
- Item 1 Name
- Item 3 Ownership type
- Items 5 and 6 Address, city, state, and zip code
- Part I
 - o INDIVIDUALS fill in social security number
 - o BUSINESS fill in employer identification number (EIN)
 - TRUST if trust has an EIN, please fill in employer identification number. Otherwise, fill in the social security number associated with your trust.
- Sign Here (under Part II) sign and date

USDA AUTHORIZATION

Department of Agriculture ("USDA") to provide of programs ("USDA Programs") that are present a	ator") hereby authorizes the United States contract information regarding the following USDA as of (date) on my/our land along in line project to Invenergy, as the authorized all that apply.)
 Conservation Reserve Program (CRP) Conservation Stewardship Program (CS Environmental Quality Incentives Program Other: 	ım (EQIP)
Conservation Service (NRCS) or another US following information to Invenergy: landowner Tax ID, phone number, contract numbers, enrollicopies of contracts and agreements, USDA mornis information may be provided by electron Invenergy have any questions or need addition	Farm Service Agency (FSA) or Natural Resources DA office) is hereby authorized to provide the identification – owner's name, mailing address ment date, annual CRP payment amount (\$/acre) rtgage information, and maps and mapping data nic or hard copy means. Should the USDA of all information from me, please reach me via the expires on the date of the final day of the USDA
	Landowner Signature
	Printed Name
	Title of Landowner
	Date

Form **W-9**(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befor	еу	bu begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.												
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the centity's name on line 2.)	e 1, and	d enter t	he bus	siness/d	isrega	arded						
	2	Business name/disregarded entity name, if different from above.												
. s on page 3.	3a	a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor C corporation S corporation Partnership Trust/estate						Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)						
Print or type. Specific Instructions on		Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.							Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)					
P _I Specific	3b	Bb If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions						(Applies to accounts maintained outside the United States.)						
See	5	Address (number, street, and apt. or suite no.). See instructions. Requester's name a					and address (optional)							
	6	City, state, and ZIP code												
	7	List account number(s) here (optional)												
Pai	ŧΙ	Taxpayer Identification Number (TIN)												
Enter	vou	r TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid	Soc	ial s	ecurity	numbe	r						
backı reside	ip w ent a	ithholding. For individuals, this is generally your social security number (SSN). However, f lien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	or a			_		_						
entitie		is your employer identification number (EIN). If you do not have a number, see How to ge	et a	or										
,				Emp	oloye	er ident	ification	num	ber					
		ne account is in more than one name, see the instructions for line 1. See also What Name of Give the Requester for guidelines on whose number to enter.	and			-								
Par	t II	Certification								•				
Unde	r pe	nalties of perjury, I certify that:												
2. I ar Se	n no vice	mber shown on this form is my correct taxpayer identification number (or I am waiting for of subject to backup withholding because (a) I am exempt from backup withholding, or (b) (IRS) that I am subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding; and	I have n	ot be	en r	notifie	by the	Inte						
		U.S. citizen or other U.S. person (defined below); and												
4. The	FA	TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	ig is con	rect.										

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

General Instructions

Signature of

U.S. person

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Sign

Here

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Date

GrainBeltExpress.com | connect@GrainBeltExpress.com | 866.452.4082

Frequently Asked Questions for Tiger Connector Landowners

What is Grain Belt Express?

Grain Belt Express is a transmission line connecting four states across approximately 800 miles carrying more affordable, reliable power to the Midwest, including to Missouri consumers. By opening access to diverse new sources of low-cost, 100% domestic clean energy, Grain Belt Express will generate \$5.8 billion in expected energy cost savings for Missouri consumers.

Who owns Grain Belt Express?

The Grain Belt Express project is owned by Grain Belt Express LLC, a subsidiary of Invenergy Transmission LLC and an affiliate of Invenergy. Invenergy's home office is in Illinois, and the company has successfully developed over 200 large-scale clean energy projects. Invenergy has over 12,000 active relationships with landowners, more than 80 percent of whom are farmers and ranchers, and believes building the right way means treating landowners with respect and fairness. In 2020, Invenergy Transmission became the full and sole owner of Grain Belt Express LLC after acquiring the project from Clean Line Energy Partners. Invenergy Transmission has no affiliation with Clean Line Energy Partners.

What is the Grain Belt Express Tiger Connector?

The Grain Belt Express Tiger Connector is an approximately 40-mile-long electric transmission line that will connect existing power infrastructure located in Callaway County, Missouri to new power delivery. This new power delivery is provided by the Grain Belt Express transmission line to be built in North Missouri.

When will you begin construction?

Phase 1 of Grain Belt Express includes all parcels in Missouri on the approved HVDC route from the Kansas-Missouri border to the converter station proposed in Monroe County. Phase 1 will be ready to start construction as soon as 2025, pending federal regulatory review.

Phase 2 includes all parcels on the approved HVDC route between the Missouri converter station proposed in Monroe County to the Missouri-Illinois border. A schedule for Phase 2 construction has not been finalized but will follow Phase 1.

What is Grain Belt Express seeking from me?

Grain Belt Express is seeking an easement agreement, for which you will receive payment, that grants rights within a designated segment of your land. Easement agreements are common for linear infrastructure projects like electric lines and pipelines. With an easement agreement, you retain full ownership of the land.





Will I still be able to use land in the easement area?

Yes, you can continue to raise crops, graze livestock, hunt, and use your land in the easement area as you otherwise would. Exceptions generally will be safety-based and include restrictions on structures and tall vegetation in easement areas, and limits on activities during construction.

What will be in the easement area?

An electric transmission line will run overhead all easement areas. Transmission structures for the line will be built in many but not all easement areas.

How wide will easement areas be?

Easement areas will typically be 150 feet wide, and in some cases could be up to 300 feet wide depending on local land characteristics and engineering requirements.

How will payments be structured?

Grain Belt Express LLC is compensating Tiger Connector landowners with two types of payments: easement payments with a structure payment option and agricultural impact payments. Grain Belt Express LLC offers landowners the option to receive easement and structure payments upfront or through annual payments over the life of the project that are transferable if you ever sell your land. These enhancements are above industry standard. Additional details about each payment type follow:

<u>Easement Payments:</u> Express LLC is offering two payment options for landowners along the Tiger Connector route to choose from:

Payment Option A: The total easement value is calculated based on the acreage size of the land within each easement area, valued at 150% of market value, with no payments for structures placed on your property.

--OR--

Payment Option B: The total easement value is calculated based on the acreage size of land within each easement area, valued at 110% of market value, plus a payment for each structure placed on your property.

For both Payment Option A and Payment Option B, you will receive a payment for 20% of the total easement value at the signing of the easement agreement. Additionally, you can elect to receive payment for the balance of the easement value as a lump sum prior to construction, or as annual fixed-rate payments for as long as the easement remains in effect.

<u>Agricultural Impact Payments:</u> Grain Belt Express LLC will reimburse landowners for agricultural impacts, including compensating for crop and conservation program revenues impacted by the project.





What kind of structures will you place on my land?

The structures for the Tiger Connector will be steel poles on concrete pier foundations. Structure footprints are less than 1% of easement areas. Specific structure locations are not yet known and will be based on the location of the parcel(s) you own, project engineering requirements, and information you provide about your land.

What does development work look like?

Before construction begins, Grain Belt Express LLC and its contractors and consultants will perform a number of tasks, such as site surveys, coordination with local governments, engineering design work, and environmental studies.

How will this impact my agricultural operation?

Grain Belt Express LLC will minimize and mitigate impacts to agricultural operations by taking steps including the following:

- Minimizing interference with drainage tile and repairing tile to the same or better quality
- · Restoring or compensating for soil compaction and rutted land
- · Repairing damage to soil conservation practices
- Compensating for crop damage

What if I have a tenant on my land?

The easement agreement will be signed with the owner of the land. However, many matters related to land use and access may be relevant for tenants too. Easement forms will include an option to provide tenants' names and contact information for future Project communications.

Will you be placing permanent roads on my land?

No, except for rare, isolated cases where there are not readily accessible public roads.

Where can I find a detailed map of the entire route?

A detailed interactive map is available at http://www.grainbeltexpress.com/Tiger-Connector

What's in it for me?

In addition to payments you will receive, Grain Belt Express will generate significant annual revenue for your county, which will support public services you may use. Additionally, Grain Belt Express is committed to being a good neighbor and invests in route communities including through our Community Grant program to support local nonprofits. Visit the About Invenergy page at www.GrainBeltExpress.com to learn more.

I have questions beyond those covered here. Who should I call?

Grain Belt Express LLC has hired Contract Land Staff (CLS) for landowner engagement for the Project. Your CLS land representative will be reaching out to you directly and can answer questions. Meanwhile, you can contact Grain Belt Express LLC with questions at 866.452.4082 or connect@grainbeltexpress.com.

