

## EASEMENT AGREEMENT

This Easement Agreement (this “**Agreement**”), dated (for identification purposes only) as of November 1, 2018, is executed by MIDWEST GENERATION, LLC, a Delaware limited liability company (“**MWG**”), in favor of the CITY OF AURORA, ILLINOIS (the “**CITY**”) with reference to the following facts:

### RECITALS

A. **Whereas**, MWG is the owner of an approximately 38 acre parcel of property legally described on the attached **Attachment “A”** (the “MWG Property”), which is generally located east of Eola Road and north of Metea Valley High School in Aurora, Illinois; and,

B. **Whereas**, the City and Fox Metro Water Reclamation District, an Illinois unit of local government (“Fox Metro”) have planned to service certain properties lying generally north of the MWG Property (generally the “Service Area”) via a 12 inch gravity-fed sewer line extending northerly from Metea Valley High School through the MWG Property and other adjacent properties (the “Sanitary Sewer”) pursuant to engineering plans previously approved by the City; and,

C. **Whereas**, the City has requested that MWG grant a non-exclusive 20 foot sanitary sewer easement and two adjacent 20 foot temporary construction easements as more particularly identified on the attached **Attachment “B”** (collectively the “Easement Premises”) for the purposes of serving the Service Area; and,

D. **Whereas**, MWG is willing to grant to the City the desired easement, subject to the terms and conditions set forth herein.

E. Any capitalized terms not defined herein shall have the meaning given to them in **Attachment “C”** attached hereto.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MWG and the City (each singly sometimes herein a “party”, and collectively sometimes herein the “parties”) hereby agree to the above recitals, which are incorporated herein for all purposes, and as follows:

1. **Grant of Easement.** Subject to the terms and provisions of this Agreement, MWG hereby grants to the City, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises solely for the following purpose and no other purpose whatsoever: physical placement, construction, use, operation, maintenance and repair of the Sanitary Sewer. This easement is granted by MWG and accepted by the City subject to validly existing and enforceable rights in connection with all covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases, licenses, zoning laws, regulation, and ordinances affecting the Easement Premises or any portion thereof, whether of record or not. The City shall use and operate the Easement Premises in accordance with this

Easement Agreement and all applicable laws. It is expressly provided that MWG, for itself and its lessees, successors and assigns, reserves all other rights in and to the Easement Premises which do not unreasonably interfere with the rights herein granted and conveyed to the City. MWG shall have the right to relocate the Sanitary Sewer should the improvements located within the Easement Premises need to be relocated for the proper development of the property surrounding the Easement Premises by MWG, as determined in MWG's sole discretion.

2. Easement is Nonexclusive. MWG reserves all rights to use and enjoy the property on and around the Easement Premises, including crossing and future uses, provided that such uses do not unreasonably interfere with the rights conferred upon the City hereunder. The City acknowledges that there may be pre-existing uses and easements on and around the Easement Premises, and such other uses and easements shall not be unreasonably disturbed. MWG specifically reserves the right to grant additional easements or rights-of-way upon, over, under or across, the Easement Premises to such other entities and for such purposes as MWG may desire, provided that the City shall not be unreasonably disturbed in the use and enjoyment of the rights granted herein.

3. Obligations Regarding Sanitary Sewer.

3.1 The City shall cause the Sanitary Sewer to be constructed, operated, repaired, enforced and maintained in accordance with plans approved by the parties, this Easement Agreement and all applicable Laws. In addition to the foregoing, the City shall cooperate with MWG to minimize any disruption to MWG's business conducted on properties owned by MWG, including on the property surrounding the Easement Premises. The City shall at all times keep the Sanitary Sewer in good order and repair.

3.2 Prior to commencement of any construction work on the Sanitary Sewer, the City shall deliver to MWG (i) evidence satisfactory to MWG that the City has obtained the prior written approval of and all required permits from all Government Authorities with jurisdiction over the Sanitary Sewer and any discharge therefrom for the construction of the Sanitary Sewer and (ii) the plans for the Sanitary Sewer, for MWG's approval.

3.3 The City shall be responsible, at no cost to MWG, for any remediation of any Hazardous Materials generated or encountered during construction of the Sanitary Sewer. The City shall not dispose of any material whatsoever on MWG Property in connection with the construction or maintenance of the Sanitary Sewer.

3.4 The parties agree that MWG would not have an adequate remedy in damages in the event the City breaches the covenants in this Section 2 of this Agreement. Therefore the City agrees that MWG shall be entitled to specific performance of these obligations, and waives any defense to an action for specific performance thereof based on the alleged existence of an adequate remedy in damages.

4. Maintenance of Sanitary Sewer. All construction and/or maintenance work or activities permitted under this Agreement to be conducted on the Easement Premises shall be performed in accordance with the following requirements:

(a) no such work or activity shall unreasonably interfere with the use, occupancy or enjoyment of the property adjacent to the Easement Premises by MWG;

(b) no such work or activity shall cause the property of MWG to be in violation of any local, state or federal governmental laws, statutes, rules or regulations, building codes, ordinances (zoning or otherwise) or permits which are, or will be, adopted, granted, amended, modified or supplemented in which govern, affect or relate to the use, development, zoning, improvement, operation or ownership of MWG's property, or any portion thereof;

(c) the City shall promptly remedy any defects in the work which have a material adverse effect on MWG's property, or its use or operations, or subject MWG to material risk of liability;

(d) the City shall take all safety measures reasonably necessary to protect MWG and the property of MWG, from injury or damage caused by or resulting from the performance of such work or activity;

(e) all work shall be performed in a manner that will not damage the property of MWG; and

(f) no construction, alteration, installation, or restoration work shall be performed in the Easement Premises without the City first providing MWG with reasonable prior written notice of such work, and the City will coordinate access to the Easement Premises with MWG. The City acknowledges that access to the Easement Premises shall be subject to compliance with the security and safety provisions of MWG in effect from time to time.

5. Insurance. City shall procure and maintain during the entire Agreement term, Insurance in accordance with the following terms and conditions:

5.1 Workers' Compensation (WC) - Statutory, including coverage for City's full-time, part-time, temporary and leased workers, according to the laws of the jurisdiction(s) where work and/or services will be performed. Employer's Liability (EL) - \$1,000,000 each accident/each employee; 2) Commercial General Liability (GL) - \$2,000,000 per occurrence for Bodily Injury, including death, Property Damage, and Personal Injury, with a \$2,000,000 Aggregate. Inclusions on the GL Policy: Sudden and Accidental Pollution, Contractual Liability; Property Damage; Independent Contractors; Premises and Operations; Products & Completed Operations; Mobile Equipment, Separation of Insureds, and, no exclusion for X.C. & U., Lifting or Rigging. The GL policy shall extend coverage to claims and/or suits brought by City's employees for bodily injury incurred on MWG's or its affiliate's property and/or premises, more commonly referred to as action-over claims; 3) Automobile Liability (AL) - \$1,000,000 Combined Single Limit, including coverage for owned, non-owned and hired vehicles; 4) Excess Liability (Umbrella) - \$9,000,000 coverage, that will respond excess of City's underlying EL, GL, and AL policies, on a following-form basis.

5.2 MWG, its parent company, subsidiaries, and their respective affiliates, directors, officers, managers, members, and employees of each, shall be included as Additional Insureds on the policies required above (excepting the Workers' Compensation, Automobile Liability, and Employer's Liability policies) for injury or damage arising out of, resulting from, or in connection with, City's performance of this Agreement. The Additional Insured status noted in this Insurance provision shall be specifically endorsed to City's policies (blanket endorsements acceptable), and with respect to the GL Policy shall provide additional insured status for both ongoing and completed operations, with endorsements equivalent to the ISO CG 20 10 07 04, issued in combination with the ISO CG 20 37 07 04. The GL insurance provided by City shall be primary, without right of contribution, with respect to any similar insurance being maintained by, or available to, MWG, or any additional insured. Waiver of Subrogation shall be provided by City to MWG and its affiliates pursuant to this written agreement for the WC and EL coverages noted herein. Notwithstanding the foregoing, MWG acknowledges that the City self-insures the first \$2,000,000 of its GL insurance exposure, and therefore does not maintain a GL policy. MWG agrees to accept this self-insurance retention (SIR) as long as the City agrees to defend and indemnify MWG just as if the GL insurance noted herein were being maintained in accordance with the terms and conditions of this Insurance provision. Once the \$2,000,000 SIR has been exhausted by the payment of covered claims, the Umbrella policy shall respond on a following-form basis in accordance with the terms and conditions of this Insurance provision, just as if a primary \$2,000,000 primary GL policy had been maintained in accordance with this Insurance provision.

5.3 City shall furnish MWG certificates of insurance reasonably acceptable to MWG evidencing the required coverage, as well as any other terms and conditions as specified by this Insurance provision, prior to commencement of any work, the provision of services, or entry upon MWG's premises, whichever date is earlier. The insurance policies noted herein shall not be canceled or materially changed in a manner that adversely affects MWG or any additional insured until thirty (30) days prior written notice has been provided to MWG by City. The inclusions, coverage and limits set forth herein are minimum inclusions, coverage and limits, and shall not be construed as a limitation of City's liability. The failure by City to provide MWG with Certificates of Insurance, or MWG to insist upon Certificates of Insurance, shall not be deemed a waiver of any rights of MWG under this Agreement. All insurance requirements may be met by a combination of primary and excess insurance policies.

5.4 The insurance coverage noted herein must be provide on an "occurrence" basis, and not on a "claims-made" basis.

## 6. Indemnifications.

6.1 Adverse Consequences. As used herein, "**Adverse Consequences**" means (i) all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages (including, without limitation, foreseeable and unforeseeable consequential damages), dues, penalties, fines, costs (including, without limitation, remedial, removal, response, abatement, cleanup,

compliance, restoration, mitigation, legal, investigative, planning and monitoring costs, as well as attorney, paralegal, expert and consulting fees), amounts paid in settlement, liabilities, obligations, taxes, liens, losses (including, without limitation, loss of rents, loss of profits, diminution of property value and business interruption losses), disbursements, expenses, and fees, including court costs, (ii) any damage to the MWG Property, including, without limitation, any discharge of any Hazardous Materials in, or, under or about the MWG Property, and (iii) any other property damage and any bodily injury, including death.

6.2 Indemnified Adverse Consequences. The City hereby indemnifies, agrees to defend, protect and hold MWG and its Representatives (singly and collectively, the “**Indemnified Party**”) harmless from and against any Adverse Consequences to the Indemnified Party arising out of or in connection with (a) any breach by the City of its obligations under this Agreement, including, without limitation, any obligations to use and operate the Easement Premises and to construct, operate, repair and maintain the Sanitary Sewer in accordance with this Easement Agreement and all Laws, (b) any acts or omissions of the City or any of their Representatives while in, on or about the MWG Property, (c) the use or possession of the Easement Premises and/or the Sanitary Sewer by the City or any of their Representatives, or (d) any discharge from the Sanitary Sewer. The foregoing indemnification shall apply to the fullest extent permitted by law, even in the event of the negligence, fault or strict liability of the Indemnified Party, but shall not apply to Adverse Consequences caused by the sole negligence or willful misconduct of the Indemnified Party. To the extent that the undertaking to defend, indemnify, pay and hold harmless set forth above may be determined by a final judgment of a court of competent jurisdiction to be unenforceable because it violates any law or public policy, the indemnifying party shall contribute the maximum portion that such indemnifying party is permitted to pay and satisfy under applicable Law to the payment and satisfaction of all indemnified Adverse Consequences incurred by the Indemnified Party.

6.3 Third-Party Claim Notice. If any third party shall notify the Indemnified Party with respect to any matter (a “**Third-Party Claim**”) which may give rise to a claim for indemnification against the indemnifying party hereunder, then the Indemnified Party shall promptly notify the indemnifying party thereof in writing; **provided, however, that** no delay on the part of the Indemnified Party in notifying the indemnifying party shall relieve the indemnifying party from any obligation.

6.4 Defense Counsel Costs. The indemnifying party shall have the right to select the legal counsel to defend against any Third-Party Claim, subject to the Indemnified Party’s right to approve such counsel (which approval shall not be unreasonably withheld or delayed). The indemnifying party shall pay for the fees, costs and expenses charged or incurred by such defense counsel.

6.5 Nonsatisfaction of Conditions. The Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third-Party Claim, and the indemnifying party will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the Indemnified Party (not to be withheld or delayed unreasonably). If the

indemnifying party fails to accept liability for all Adverse Consequences of the Third-Party Claim or fails to provide the legal defense thereof as set forth in Section 6.4: (a) the indemnifying party shall have no right to participate in the defense of the Third-Party Claim; (b) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third-Party Claim; (c) the indemnifying party will be liable to reimburse the Indemnified Party promptly and periodically for the costs of defending against the Third-Party Claim (including attorneys' fees and expenses); and (d) the indemnifying party will remain responsible for any Adverse Consequences arising out of, relating to, in the nature of, or caused by the Third-Party Claim.

7. Successors and Assigns.

7.1 Except as otherwise provided herein, this Agreement shall be binding upon, enforceable by, and shall inure to the benefit of, (a) MWG, its successors and assigns, and (b) the City. The grant of the Easements contained herein and the other terms and conditions of this Agreement shall be deemed to run with the land and be both binding upon, and for the benefit of, the respective burdened and benefitted properties. Notwithstanding anything to the contrary expressed or implied herein, the City shall have no right to assign or otherwise transfer any of its rights or obligations hereunder, it being understood that MWG is relying upon the full faith and credit of the City in connection with the performance of its obligations hereunder.

7.2 Notwithstanding anything contained herein to the contrary, the City's obligations under Sections 5 and 6 of this Agreement shall terminate upon the consummation of a sale by MWG of the entirety of the Easement Premises to a non-affiliate. MWG shall promptly notify the City upon the consummation of such a sale.

8. Mechanics Liens. As used herein, "**Mechanics' Liens**" means all liens or rights to lien against the MWG Property or claimed against the MWG Property due to any activities of the City or its Representatives in, on or about the MWG Property, including without limitation, mechanic's, materialmen's, contractor's or subcontractor's liens. The City shall pay, or cause to be paid, all costs, fees, expenses and/or obligations for labor, materials and/or services for, or in connection, with any such activities promptly and in full before the times for filing Mechanics' Liens affecting the MWG Property. The City shall not cause or allow any Mechanic's Liens to be recorded or claimed against the MWG Property, and if any such lien is filed, the City shall take whatever steps are necessary to remove such lien, and shall indemnify, defend, protect and hold MWG harmless against any such lien which may accrue against the MWG Property.

9. Representations and Warranties. The City hereby represents and warrants to MWG as follows:

9.1 APPROVALS, PERMITS AND COMPLIANCE. The City has the requisite authority to enter into this Agreement and has obtained the prior written approval of and all required permits from all Government Authorities with jurisdiction over the Sanitary Sewer, and any discharge therefrom, for the construction of the Sanitary Sewer and for the discharge and regulation of the quality and quantity of the effluent and flood waters being so discharged into the MWG Property, and that the construction of the

Sanitary Sewer and the discharge therefrom will be in full compliance with all applicable Laws. The City acknowledges that MWG would not be willing to grant the Easements provided for in this Agreement but for this representation and warranty.

9.2 MWG PROPERTY “AS IS” AND “WHERE IS”. (i) IN ENTERING INTO THIS EASEMENT AGREEMENT, THE CITY IS RELYING SOLELY ON ITS OWN INSPECTION, KNOWLEDGE AND EXAMINATION OF THE MWG PROPERTY AND THE EASEMENT PREMISES AND NOT ON ANY WRITTEN OR ORAL INFORMATION PROVIDED OR TO BE PROVIDED BY MWG OR ANY REPRESENTATIVE THEREOF; (ii) THE CITY IS OBTAINING THE EASEMENT PREMISES AND ACCEPTING THE EASEMENT PREMISES ON AN “AS IS” AND “WHERE IS” BASIS WITH ALL LATENT OR OTHER FAULTS OR CONTINUING OBLIGATIONS NOW KNOWN OR HEREAFTER DISCOVERED BY EITHER OF THEM; AND (iii) MWG HAS NO OBLIGATION BY VIRTUE OF THIS EASEMENT AGREEMENT TO REPAIR OR TO CORRECT ANY CONDITIONS OR DEFECTS AFFECTING THE MWG PROPERTY OR THE EASEMENT PREMISES, TO TAKE ANY ACTION WITH RESPECT TO ANY HAZARDOUS MATERIALS IN, ON OR IN THE VICINITY OF THE MWG PROPERTY OR THE EASEMENT PREMISES OR ANY ENVIRONMENTAL MATTERS RELATING TO THE MWG PROPERTY OR THE EASEMENT PREMISES OR ANY PORTION THEREOF, OR TO COMPENSATE THE CITY FOR SAME.

9.3 MWG DISCLAIMER. MWG HAS NOT MADE, IS NOT MAKING AND HAS SPECIFICALLY NEGATED AND DISCLAIMED ANY WARRANTY, GUARANTY OR REPRESENTATION OF ANY KIND OR NATURE WHATSOEVER, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WHETHER ARISING BY LAW OR ALLEGEDLY MADE EXPRESSLY OR IMPLIEDLY BY MWG, OR ANY REPRESENTATIVE OR PURPORTED REPRESENTATIVE OF MWG, OF, AS TO, OR CONCERNING: (i) ANY HAZARDOUS MATERIALS OR SUBSTANCES IN, ON OR IN THE VICINITY OF THE MWG PROPERTY OR THE EASEMENT PREMISES OR ANY ENVIRONMENTAL MATTERS RELATING TO THE MWG PROPERTY OR THE EASEMENT PREMISES OR ANY PORTION THEREOF; (ii) THE GEOLOGY, DRAINAGE OR ENVIRONMENTAL QUALITY OF THE MWG PROPERTY OR THE EASEMENT PREMISES; (iii) THE CONDITION OF THE MWG PROPERTY OR THE EASEMENT PREMISES, INCLUDING, WITHOUT LIMITATION, ANY IMPROVEMENTS, FIXTURES, WATER, SOIL OR OTHER SUBSTANCES THEREIN OR THEREON; (iv) THE SUITABILITY OF THE MWG PROPERTY OR THE EASEMENT PREMISES FOR ANY ACTIVITIES, DEVELOPMENTS, IMPROVEMENTS, USES OR DISPOSITIONS THAT THE CITY MAY INTEND TO CONDUCT WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, THE CONSTRUCTION, MAINTENANCE, REPAIR OR OPERATION OF THE SANITARY SEWER; (v) THE COMPLIANCE OF THE MWG PROPERTY OR THE EASEMENT PREMISES OR THE MAINTENANCE OR OPERATION THEREOF WITH ANY LAWS, INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAW, THE ENDANGERED SPECIES ACT, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990 OR ANY OTHER LAW, RULE OR REGULATION CONCERNING ACCESS OR OTHER RIGHTS OF DISABLED PERSONS; (vi) ANY DEFECTS (LATENT OR OTHERWISE) EXISTING WITH RESPECT TO THE MWG PROPERTY OR THE EASEMENT PREMISES; (vii) THE

NATURE OF ANY AGREEMENTS, DOCUMENTS OR OTHER MATTERS AFFECTING THE MWG PROPERTY OR THE EASEMENT PREMISES; OR (viii) ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION, OR THE MERCHANTABILITY OF THE MWG PROPERTY OR THE EASEMENT PREMISES, OR THE FITNESS THEREOF FOR A PARTICULAR PURPOSE.

10. Release. Except as to MWG’s obligations under this Agreement, the City on behalf of itself and its Representatives, hereby forever and fully releases and discharges MWG and its partners, parents, predecessors, successors, agents and insurers and each of their directors, officers, shareholders, managers and employees from any and all liabilities, actions, claims, demands, directives, judgments, orders, liens, losses, fines, penalties, damages, expenses and costs of whatever kind or nature in law, equity or otherwise, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, liquidated or unliquidated, and whether or not hidden or concealed, which exist, may exist or have existed, or which hereafter can, will or may exist, based upon or arising from or directly or indirectly related to any pre-existing environmental contamination.

11. Waiver of Recapture Fee. The City acknowledges and agrees that, notwithstanding any rights under Law that it may have to seek to recapture a portion of its actual, out-of-pocket costs in constructing the Sanitary Sewer (the “Recapture Fee”), it will not seek any Recapture Fee from MWG or its successors in interest with respect to the Sanitary Sewer.

12. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, delivered by courier or mailed, certified or registered mail, return receipt requested, to the parties at the following addresses:

If to MWG: Midwest Generation, LLC  
Attention: Mark Rohrlick,  
Senior Director, Real Estate  
[ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ]

With a copy to: Midwest Generation, LLC  
Attention: Legal Department  
804 Carnegie Center  
Princeton, NJ 08540

If to the City: \_\_\_\_\_  
Mayor of Aurora  
City of Aurora  
44 East Downer Place  
Aurora, Illinois 60507

With a Copy to: Telephone: (630) 256-3010  
  
Aurora Corporation Counsel  
City of Aurora



44 East Downer Place  
Aurora, Illinois 60507  
Telephone: (630) 256-3060

Addresses and parties for notice may be changed from time to time by written notice to all other parties in accordance with this Section 11. Personally and courier delivered notices shall be deemed given upon actual personal delivery to the intended recipient. Mailed notices shall be deemed given upon the date of actual receipt as evidenced by the return receipt.

13. Entire Agreement. This Agreement contains the entire agreement between MWG and the City with respect to the subject matter of this Agreement and supersedes any prior agreements, understandings, or negotiations (whether oral or written). No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing, signed by MWG and the City, and recorded.

14. Legal Fees. In the event of the bringing of any action or suit by a party against another party under this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees and court costs, as determined by a court of competent jurisdiction.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

16. Severability. If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts of this Agreement shall remain in full force and effect.

17. Required Actions. MWG and the City each agree to execute all instruments and documents and to take all actions as may be reasonably required in order to consummate the transactions contemplated herein.

18. No Third-Party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity that is not a party hereto, except as set forth in the indemnification given in Section 6.

19. No Waiver. No waiver of any default by any party shall be implied from any omission by any other party to take any action in respect of such default, whether or not such default continues or is repeated.

20. Applicable Law. This Agreement is executed and delivered in the State of Illinois and shall be construed and enforced in accordance with, and governed by, the laws of the State of Illinois.

IN WITNESS WHEREOF, MWG and the City have executed this Agreement as of the date first above written.

MIDWEST GENERATION, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF AURORA, ILLINOIS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT "A"**

**DESCRIPTION OF MWG PROPERTY**

**ATTACHMENT "B"**

**DESCRIPTION AND DEPICTION OF LOCATION OF EASEMENT PREMISES**

## ATTACHMENT “C”

### CERTAIN DEFINITIONS

“**Governmental Authority**” means any federal, state, territorial, regional, provincial, City, city, municipal, parish or local jurisdiction of any kind (whether within or outside the City of Chambers, Texas); or any governmental, judicial, legislative, executive, administrative or monetary authority or regulatory body, or any subdivision, agency, commission or authority of any such jurisdiction (including, without limitation, those pertaining to environmental protection, building and safety, land planning and zoning); or any quasi-governmental or private body exercising any regulatory authority thereunder; or any court, arbitrator, grand jury or other judicial or quasi-judicial tribunal, agency or department.

“**Hazardous Materials**” means any chemical, substance, object, condition, material or waste that is or may be hazardous to human health or safety or to the environment, due to its radioactivity, ignitability, corrosivity, flammability, toxicity, infectiousness or other harmful properties or effects, including, without limitation, any chemical, substance, object, condition, material or waste that is or may in the future be subject to regulation, investigation, abatement, remediation or removal as potentially injurious to public health, welfare or the environment, or to which exposure is or may in the future be prohibited or restricted or subject to a warning requirement, or that is or may in the future be a basis for liability to any Governmental Authority or third party, pursuant to any existing or future Law.

“**Laws**” means all applicable statutes, laws (federal, national, state, local, foreign, common or otherwise), treaties, ordinances, regulations, rules, codes, orders, judgments, permits, licenses, certificates, resolutions, directives, policies, adopted plans, requests for information, notices, writs, injunctions, decrees or like action of any Governmental Authority, including, without limitation, any of the foregoing pertaining to Hazardous Materials, building and safety, land use or zoning, the protection or regulation of water quality, air quality, biota, coastal zones, or other aspects of the environment, equal employment opportunities, or public health and safety.

“**Representatives**” means a party’s employees, officers, directors, agents, representatives, tenants, licensees, invitees, permittees, consultants, contractors, successor or assigns.

STATE OF ILLINOIS §  
COUNTY OF \_\_\_\_\_ §

On \_\_\_\_\_, before me, \_\_\_\_\_  
a Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF ILLINOIS §  
COUNTY OF \_\_\_\_\_ §

On \_\_\_\_\_, before me, \_\_\_\_\_  
a Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Print Name: \_\_\_\_\_