

**COMMUNITY JUSTICE CAMPUS
ENVIRONMENTAL AGREEMENT**

This Environmental Agreement (“Agreement”) is entered into between the City of Indianapolis (“City”) and the Department of Public Utilities for the City of Indianapolis, acting by and through the Board of Directors for Utilities, as successor trustee, in furtherance of a public charitable trust d/b/a Citizens Energy Group (“Citizens”) (each being referred to herein as a “Party” or collectively as the “Parties”) pursuant to the Project Agreement executed between the Parties on 12-17-17 (the “Project Agreement”). Unless uniquely defined herein, all terms defined in the Project Agreement shall have the same meanings when used in this Agreement. The Effective Date of this Agreement shall be the same as the Effective Date of the Project Agreement.

A. Background

1. The City intends to construct the Project on Citizens-owned property in accordance with the terms of the Project Agreement. Exhibit A attached hereto depicts the six discrete parcels that make up the property for the Project (“Citizens Property”). The Parties acknowledge that Citizens has enrolled portions of the Citizens Property identified on Exhibit A as Pleasant Run Crossing North, Pleasant Run Crossing South, Pleasant Run Crossing, (the “Core Properties”) and Prospect Place East (“PPE”) in the Indiana Department of Environmental Management’s (“IDEM”) Voluntary Remediation Program (the “VRP”). The City hereby acknowledges that the Core Properties and PPE are impacted by historic manufacturing operations and that Citizens will be undertaking certain environmental remediation activities to make the Core Properties and PPE suitable for commercial redevelopment, such as for the City’s construction and operation of the Community Justice Facilities and the Project. The Project Agreement and the Ground Lease govern the overall terms and conditions by which the City will obtain rights to the Citizens Property for construction and operation of the Project.

2. This Agreement describes, among other things: the terms and conditions regarding how environmental impacts at the Core Properties and PPE will be addressed; access to the Core Properties and PPE to perform various environmental activities (including remediation, operation and maintenance of the groundwater collection and treatment system, and sampling, monitoring and maintaining groundwater monitoring wells); and restrictions on developing portions of the Citizens Property.

B. Environmental Terms and Conditions

1. Remediation Work Plans. As stated above, Citizens has enrolled the Core Properties and PPE in the Indiana VRP. On April 30, 2010, Citizens submitted to IDEM a Remediation Work Plan (RWP) for PPE, which was approved by IDEM on March 1, 2011 (the “2011 RWP”). On December 5, 2016, Citizens submitted a Remediation Completion Report to IDEM reflecting that Citizens has completed the work required by the 2011 RWP. By letter dated April 21, 2017, IDEM provided comments on the PPE Remediation Completion Report and Citizens is working with IDEM to resolve those comments. On July 31, 2017, Citizens submitted to IDEM an RWP for the Core Properties, which was amended on November 3, 2017 (the “2017 RWP”). The 2011 RWP and 2017 RWP (collectively the “RWPs”) describe the work that Citizens

will perform to render the Core Properties and PPE suitable for commercial redevelopment such as the Project, and to satisfy Citizens' obligations under the VRP. As set forth in Section VIII.C(iv) of the Project Agreement, Citizens' obligations under the Project Agreement are conditioned upon IDEM's approval of the 2017 RWP. Citizens shall be solely responsible for negotiating the terms of the 2017 RWP with IDEM and for receiving IDEM's final approval of the 2017 RWP.

2. Citizens to Implement the RWPs. Citizens shall be solely responsible to perform the work required by the approved RWPs as necessary to obtain a Certificate of Completion from IDEM pursuant to Ind. Code 13-25-5-16, and a Covenant Not to Sue from the Governor of the State of Indiana pursuant to Ind. Code 13-25-5-18 (the "Remediation Work"). Issuance of the Certificate of Completion and Covenant not to Sue will signify that all Remediation Work required by the approved RWPs has been successfully completed. Citizens shall take reasonable measures in performing the Remediation Work to coordinate completion of the Remediation Work with the City's site preparation, redevelopment work, and construction of the Community Justice Facilities (the "Redevelopment Work"), and to minimize disturbance or interference with the City's rights to occupy and use the Core Properties and PPE. With respect to any groundwater monitoring wells required under the approved RWPs and any deep rock tunnel monitoring wells (collectively referred to as "groundwater monitoring well" or "groundwater monitoring wells" and generally depicted in Exhibit B.1 attached hereto), the City shall, upon submission of an itemized invoice from Citizens issued by its contractor, reimburse Citizens for the costs incurred by Citizens (i) to properly abandon any groundwater monitoring well that needs to be abandoned prior to construction to facilitate the City's Redevelopment Work, which Citizens shall abandon no later than sixty (60) days following written notice from the City that lists wells to be abandoned, and (ii) to install replacement groundwater monitoring wells as required by IDEM or as needed for the DigIndy Tunnel Project; *provided, however*, Citizens shall not be entitled to reimbursement for abandoning any well that IDEM determines does not need to be replaced. If the City has already reimbursed Citizens for any such well prior to IDEM's determination, Citizens shall refund to the City the amount the City paid for that abandonment within a reasonable time of IDEM's determination. Citizens will use reasonable efforts to negotiate with IDEM the number and location of any future replacement groundwater monitoring wells in an effort to minimize impact or disruption of the City's Redevelopment Work, and the City will provide reasonable assistance to Citizens if requested in those negotiations.

3. Costs of RWP Implementation and Potential Cost Savings. Citizens shall be solely responsible for the costs necessary to perform the Remediation Work. The Parties acknowledge that certain aspects of the City's Redevelopment Work will overlap with Citizens' Remediation Work required by the 2017 RWP. The Parties agree to follow the procedures in this Paragraph 3 and to collaborate and to work together in good faith to identify such areas of potential overlap and to develop plans to reduce costs to each Party while still ensuring Citizens' 2017 RWP Remediation Work and the City's Redevelopment Work are fully performed (referred to herein as "Cost Savings"). (The Parties acknowledge and agree that there are no opportunities for Cost Savings under the 2011 RWP.) The City shall have no obligation to assume any responsibility or incur any costs for Citizens' implementation of the 2011 RWP. The City shall have no obligation to assume any responsibility or incur any costs for Citizens' implementation of the 2017 RWP that do not result in Cost Savings to the City. Citizens shall have no obligation to assume any responsibility or incur any costs for the City's Redevelopment Work that does not result in Cost Savings to Citizens under the 2017 RWP.

The process the Parties shall follow to identify potential Cost Savings is described in this Paragraph 3. The intent of the Parties in agreeing to this collaborative process is to identify methods, procedures, and efficiencies that will achieve Cost Savings for the Parties while also satisfying the requirements of both the 2017 RWP and the Redevelopment Work for the Project.

- a. Within ninety (90) calendar days of the date the City provides Citizens the Site Development Plans required by the Project Agreement, or IDEM's final approval of the 2017 RWP, whichever is later, Citizens shall identify the costs for Citizens to complete components of the approved 2017 RWP where there is potential overlap with the Redevelopment Work ("Remediation Work Costs"), and such information shall be provided to the City.
- b. Within forty-five (45) calendar days of receiving the Remediation Work Costs, the City will provide Citizens a written description of the confirmed components of its Redevelopment Work which it believes will overlap with Citizens' Remediation Work and result in Cost Savings while also satisfying the requirements of the final approved 2017 RWP.
- c. Within forty-five (45) calendar days of Citizens receiving the information from the City pursuant to Subparagraph (b) above, Citizens' environmental consultant, in its sole judgment and discretion, shall make a final determination as to whether the City's Redevelopment Work will satisfy the 2017 RWP and verify and approve the amount of the Cost Savings. Such determination shall be at the sole and absolute discretion of Citizens and shall be the final determination on the available Cost Savings.
- d. For the Cost Savings amounts verified and approved by Citizens, the City shall be entitled to an amount equal to 50% of the total Cost Savings as a credit against the Lease Fee. All Costs Savings shall be determined by January 1, 2019. Based on the Parties' preliminary examination of potential Cost Savings, the Parties estimate that each Party's 50% share of the Cost Savings could be a maximum of approximately \$850,000 subject to further refinement and diligence of the Parties as described in this Paragraph 3.
- e. If reasonably required by the City, the Parties shall take reasonable measures to expedite the deadlines provided in this Paragraph 3 to realize any potential Cost Savings to accommodate the City's schedule for its Redevelopment Work.
- f. The Parties intend to continue investigating other opportunities and identifying tasks that may be mutually beneficial with respect to facilitating Remediation Work and/or Redevelopment Work, including such tasks that may result in additional cost savings, and may mutually agree, in writing, to pursue such opportunities and tasks.
- g. All agreements with respect to Cost Savings and any obligations assumed by the Parties under this Paragraph 3 shall be in writing, signed by both Parties, and incorporated as an exhibit to this Agreement.

4. Other Project Costs. Other than mutually agreed-upon credits for Cost Savings described in Paragraph B.3 above, all costs related to the Redevelopment Work and/or the Project, including without limitation all costs related to implementing the Soil Management Plan that must be followed by any person when soil at the Core Properties is disturbed, are solely the responsibility of the City. The City shall take reasonable measures in performing the Redevelopment Work to coordinate with Citizens in its performance of the Remediation Work, and to minimize any disturbance to and to avoid interfering with the Remediation Work.

5. Restrictions on Development. The City hereby acknowledges and agrees that certain sections of the Core Properties, PPE and Prospect Place West (“PPW”) shall have restrictions on development. Exhibits B.1 and B.2 identify those areas described below within which no City Redevelopment Work can occur without the express, prior written approval of Citizens, for the period in which these features are required to remain in place (“Restricted Areas”). The restrictions and requirements with respect to the subsurface sanitary sewer deep tunnel easement shown on B.1 and B.2 are further described in Article III(A)(vii) and (viii) of the Project Agreement. The City shall be responsible for any damage the City or its Contractor(s) cause to any remediation feature created pursuant to the RWPs, or deep rock tunnel monitoring well including without limitation, the Restricted Areas depicted in Exhibits B.1 and B.2 which are described in more detail below:

a. Groundwater/Oil Recovery System Components

These components include: (1) Existing Recovery Wells, (2) New Oil Skimmer Wells, (3) New Groundwater Extraction Wells, (4) Pull Boxes, (5) Trench Observation Wells, (6) Underground Double-Walled Pipe Trench, and (7) System Building. These components are located southeast of Pleasant Run Creek (“PRC”) on the western portion of the Pleasant Run Crossing parcel. Citizens shall operate and maintain the groundwater/oil recovery system consistent with the terms of the approved 2017 RWP.

b. PRC Liner

A low permeability granulated clay liner (GCL) was installed over an approximate 2,000 linear foot stretch of PRC, beginning at the intersection of PRC and Prospect Street and extending north/northeast. This GCL cannot be disturbed. Citizens will need to inspect, maintain, and repair (if necessary) this GCL consistent with the terms of the approved 2017 RWP.

c. Shallow Monitoring Wells

Citizens’ shallow monitoring well network consists of 12 monitoring wells on the Pleasant Run Crossing North parcel, 23 monitoring wells on the Pleasant Run Crossing South parcel, and 57 monitoring wells on the Pleasant Run Crossing parcel. Citizens will need to monitor and maintain these wells consistent with the terms of the approved 2017 RWP.

d. Deep Monitoring Wells

Citizens' deep monitoring well network consists of four monitoring wells on the Pleasant Run Crossing parcel and three monitoring wells on the Pleasant Run Crossing South parcel. Citizens will need to monitor and maintain these wells consistent with the terms of the approved 2017 RWP.

e. Pleasant Run Creek Deep Rock Tunnel Monitoring Wells

Citizens' Pleasant Run Creek deep rock tunnel monitoring wells consist of one monitoring well on the Pleasant Run Crossing North parcel and one monitoring well on the Pleasant Run Crossing South parcel. Citizens will need to monitor and maintain these wells consistent with its obligations associated with the DigIndy Tunnel Project.

f. Indiana Department of Natural Resources ("IDNR") Mitigation Area

As part of the Pleasant Run Creek Interim Measure ("IM") permitting process, the IDNR required Citizens to mitigate the disturbed riparian habitat following completion of the PRC IM work. Only 4.7 acres of the 8 acre IDNR Mitigation Area depicted on Exhibit B will ultimately need to be set-aside for this Mitigation Area.

g. Interceptor Trench and Collection Vault

The Interceptor Trench and Collection Vault were installed pursuant to the 2011 RWP for PPE. Groundwater flowing north to the northern boundary of PPE is captured by this system and routed to a sewer owned and operated by Citizens. Operation and maintenance of this system are required by the approved RWP for PPE.

6. Land Use and Activity Restrictions. The Parties acknowledge that the final approved RWP for the Core Properties and PPE will require that certain land use and activity restrictions be placed on the Core Properties and PPE through an Environmental Restrictive Covenant ("ERC") which Citizens will record in the Marion County Recorder's Office after the 2017 RWP is approved by IDEM and before title to all or portions of the Core Properties and PPE are deeded to the City as described in Section III.A(vii) of the Project Agreement. Citizens will be responsible for negotiating the terms of the ERC(s) to be recorded on the Core Properties and PPE which, at a minimum, will include the restrictions contained in the approved RWPs and such other provisions required by IDEM. Prior to executing and delivering the Future Development Deed for the Prospect Place West and Twin Aire parcels, Citizens shall also have the right to record a restrictive covenant (RC) against the fee simple title to the Prospect Place West and Twin Aire parcels that prohibits the potable use of groundwater from the parcels and that require that any soil disturbance at those parcels comply with legally required soil management and health and safety plans. The City agrees to fully comply with the ERC(s) and RC(s) recorded on the portions of the Citizens Property that the City leases and/or ultimately owns. Nothing in this Agreement shall prevent the City from seeking IDEM's written approval to modify any ERC(s) after transfer of the Core Properties and/or PPE to the City, provided that the City must provide Citizens with a copy of

any ERC modification request simultaneously when submitting it to IDEM. Until December 31, 2039, Citizens, in addition to IDEM, must approve any modification to an ERC in writing, which shall not be unreasonably withheld by Citizens; on or after January 1, 2040, the City shall provide Citizens notice of, but Citizens will not have the right to approve but may comment on, any such modification request. In no event shall the City be permitted to seek a modification to an ERC that will result in increased costs or obligations to Citizens.

7. Access to Perform Remediation Activities.

a. The City acknowledges that Citizens will continue to own the Core Properties after approval of the 2017 RWP and until fee simple title to all or portions of the Core Properties is transferred to the City or its approved designee pursuant to the Project Agreement and Ground Lease. The City agrees that, while Citizens owns the Core Properties, and after the City or its approved designee acquires fee title to the Core Properties, Citizens shall continue to have full access to the Core Properties to implement and complete the approved RWPs to obtain the Certificate and Covenant Not to Sue.

b. The City further acknowledges and agrees that when Citizens transfers fee simple title to all or a portion of the Core Properties to the City or its approved designee, Citizens shall have the right to reserve in the deed transferring title an easement that will provide Citizens with continuing access to the Core Properties to perform any and all environmental work Citizens reasonably determines is required by law, or that is requested by IDEM, the U.S. Environmental Protection Agency (“EPA”), or any other agency with appropriate jurisdiction, or that is required by any court order.

8. Lease and Transfer of Title. Consistent with Section III of the Project Agreement and the Ground Lease, Citizens will lease the Core Properties to the City until such time as IDEM issues a “Certificate of Completion” pursuant to Ind. Code 13-25-5-16 and the Governor issues a “Covenant Not to Sue” pursuant to Ind. Code 13-25-5-18 signifying that all Remediation Work required by the approved RWPs has been successfully performed. After the Certificate of Completion is received and recorded, and within thirty (30) days of Citizens’ receipt of the Covenant Not to Sue, Citizens will deed the Core Properties to the City or its approved assignee, subject to the reserved easement described in Paragraph 7 above. As provided in Article III(A)(ix) of the Project Agreement, nothing in this Agreement shall prevent the Parties from mutually agreeing to deed Pleasant Run Crossing North and/or Pleasant Run Crossing South, or any portion of these parcels, to the City prior to issuance of the Certificate or the Covenant Not to Sue, provided that with respect to the portion of these parcels at issue Citizens retains (i) its access and use rights in the Ground Lease to the portion of the Core Properties at issue, (ii) its rights described in Article III(A)(iii), (vii) and (viii) of the Project Agreement, and (iii) its rights described in Paragraph 7 of this Agreement.

9. Pollution Legal Liability Insurance. The Parties anticipate acquiring Pollution Legal Liability (“PLL”) insurance with a minimum policy limit of \$25 million for the Citizens Property that covers both Citizens and the City. The Parties shall work together in good faith to evaluate the financial feasibility of such insurance and coverages provided. If the Parties conclude the costs are feasible and coverages appropriate, they will acquire PLL insurance and split the costs 50/50.

10. Contractors Insurance. Citizens and the City (or their contractors) shall maintain, with responsible insurance carriers, adequate insurance for the Remediation Work and Redevelopment Work, each respectively, with both named as insureds, including but not limited to general liability, professional liability, contractors pollution liability, auto, and umbrella/excess as reasonably appropriate and such certificates of insurance shall be made available to the other party at their reasonable request during the term of the Ground Lease, and as it pertains to Citizens, any access thereafter under this Agreement for implementation of the RWP (the “Contractor’s Coverages”).

11. Assignment. Neither Party shall be entitled to assign its rights hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld, denied or conditioned, provided that the City may assign its interest herein to another department, agency or political subdivision of the City and may collaterally assign its right under this Agreement in connection with any financing for the Project without any consent or approval from Citizens.

12. Environmental Liabilities

- a. The Parties acknowledge and agree that other than the representations, warranties and covenants expressly stated in the Project Agreement and in this Agreement, and in consideration for, among other things, Citizens’ agreement to be solely responsible for the Remediation Work, and the City’s agreement to be solely responsible for the Redevelopment Work, (i) Citizens makes no other representations, warranties or covenants, express or implied, with respect to environmental matters or Environmental Liabilities (as defined below) relating to the Core Properties and PPE, and (ii) the City accepts the Core Properties and PPE “as is/where is, with all faults.”
- b. The City further agrees that it will not seek, assert or bring any claim against Citizens (or its Affiliates) relating to, and specifically releases Citizens (and its Affiliates) from, Environmental Liabilities for environmental conditions existing at the Core Properties and PPE as of the Effective Date.
- c. For purposes of this Agreement, “Environmental Liabilities” shall mean any and all current, future, known, or unknown liabilities, claims, or obligations associated with the Core Properties and PPE arising under any federal, state, or local statute, ordinance, code, regulation, or common law regulating, relating to, or imposing liability for environmental contamination relating to hazardous substances, hazardous materials, contaminants and pollutants of any kind including without limitation common law, the Indiana Environmental Legal Action statute, and the federal statutes commonly known as CERCLA, RCRA, FIFRA, EPCRA, TSCA, OSHA, the Clean Water Act, and the Clean Air Act as well as any state or local law analogues. “Environmental Liabilities” shall further mean any current, future, known, or unknown liabilities, claims, or obligations for increased costs, changes to the Redevelopment Work or the Project, tort claims, and any other liability, claim, cost or obligation whatsoever arising from or related to the presence of any substances in the soil, air, surface water or ground waters of the Core Properties and PPE as of the Effective Date.

- d. Neither Party releases the other Party from any Environmental Liabilities associated with the exacerbation of environmental conditions existing at the Core Properties and PPE as of the Effective Date caused by the other Party's acts or omissions that occur after the Effective Date.
- e. If a third party makes a claim against either or both Parties, either Party shall be entitled to defend its interests by pointing to the acts or omissions of the other Party that occurred before or after the Effective Date, but shall only be able to bring a claim, whether a direct claim, cross claim or third party claim, against the other Party based on the other Party's acts or omissions that occurred after the Effective Date that exacerbated environmental conditions that existed at the Core Properties or PPE as of the Effective Date.

13. Accession Agreements

- a. The Parties acknowledge and agree that they shall be fully responsible for the conduct of their representatives, contractors, consultants, developers and agents (collectively, "Contractors") performing work at the Citizens Property, and shall ensure their full compliance with all aspects of this Agreement.
- b. Any Contractor or other third-party performing work at the Citizens Property that involves grading, excavating, disturbing, moving, filling or compacting soil in any way, or building any structure, prior to January 1, 2040, and any third party acquiring any right, title, or interest in the Citizens Property through assignment, sublease, purchase or otherwise, shall be provided a copy of this Environmental Agreement and all of its attachments prior to performing any work at the Citizens Property and shall specifically execute a written Accession Agreement approved by Citizens that states:
 - i. it has read and agrees to be bound by the site restrictions, obligations and restrictions contained in Paragraphs 5, 6, 7, 8, 10, 12, and 13 of this Agreement;
 - ii. it specifically acknowledges that there are known and unknown preexisting environmental conditions at the Citizens Property;
 - iii. it specifically acknowledges that there are currently, or will be in the future, ERCs on the Citizens Property with which it will fully comply; and
 - iv. it specifically releases and waives any claims against Citizens as described in Paragraph 12 of this Agreement.
- c. Copies of all Accession Agreements executed within five (5) years of the Effective Date shall be provided to Citizens. The City acknowledges and agrees that its obligation to obtain fully-executed Accession Agreements is a critical term of this Agreement and the failure by the City to do so is a breach subject to enforcement through a request for specific performance and damages. Should any claims be asserted against Citizens as a result of the City's failure to obtain an Accession Agreement as required by this Paragraph, the City shall fully defend, indemnify

and hold harmless Citizens from any such claim and any resultant judgment or award.

- d. The obligations under this Paragraph 13 to acquire Accession Agreements shall terminate ten (10) years after Citizens deeds the Core Properties or PPE to the City, respectively. The requirements under this Paragraph 13 (i) shall not include Contractor work or services that solely involve the interior of any constructed improvement once the improvement at issue has been completed; and (ii) shall be limited to prime contractors provided that any prime contracts must contain a provision that the prime contractor's sub-contractors shall also be bound and comply with the terms of the Accession Agreement.
- e. The Parties agree that Citizens may record in the deed records for the Citizens Property a Memorandum of this Agreement.

14. No Waiver. No failure on either Party's part at any time to require the other Party's performance of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on either Party's part of any term hereof shall be taken or held to be a waiver of any other term hereof or breach thereof.

15. Severability. Invalidity or unenforceability of any particular provision hereof shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

16. Entire Agreement: Written Modifications: Incorporated by Reference. This Agreement, in conjunction with the Project Agreement, Ground Lease, and any subsequent documentation agreed-upon by the Parties to effectuate the terms of these agreements, contains the entire understanding between the Parties with respect to environmental matters related to the Citizens' Property. All prior representations, promises, and oral agreements between the Parties with respect to environmental matters are merged hereunto and expressed herein. This Agreement shall not be amended, modified or supplemented except by written agreement signed by both Parties. Exhibits A, B.1 and B.2 are expressly incorporated by reference herein.

17. Governing Law. This Agreement shall be governed by and subject to the laws of the State of Indiana.

18. Notices. All notices and other communications hereunder, including, without limitation, all requests for approvals and notices of approvals or disapprovals, shall be in writing and shall be deemed to have been duly given if hand delivered; if emailed; if sent by certified or registered mail, return receipt requested, postage prepaid; or if sent by overnight delivery, addressed as follows:

To Citizens: Citizens Energy Group
 2020 Meridian Street
 Indianapolis, IN 46202-1393
 Attn: Ms. Jennett M. Hill, Esq.
 jhill@citizensenergygroup.com

With a Copy To: Barnes & Thornburg LLP
11 S Meridian Street
Indianapolis, IN 46204
Attn: Mr. John Kyle III, Esq.
john.kyle@btlaw.com

To the City: City of Indianapolis
Corporation Counsel
City-County Building, 1601
200 Washington St.
Indianapolis, IN 46204
Attn: Mr. Andrew J. Mallon, Esq.
andy.mallon@indy.gov

With a Copy To: Faegre Baker & Daniels
300 Meridian Street, Suite 2700
Indianapolis, IN 46204
Attn: Mr. H. Max Kelln, Esq.
h.max.kelln@faegrebd.com

or to such other address as shall be furnished in writing by either party to the other Party. All notices and other communications hereunder given in the manner provided above shall be deemed effective on the date personally delivered, two (2) days after the date deposited with the United States Postal Service or, if sent by certified mail or by overnight mail, on the date of delivery or when delivery is first attempted.

19. Public Announcements. Subject to applicable law, the content and methods of dissemination of public announcements relating to this Agreement or other agreements and understandings between the Parties will be mutually agreed upon by the Parties to the extent practicable.

20. Confidentiality. The Parties executed a Mutual Non-Disclosure Agreement on March 28, 2017, in order to facilitate the Parties' discussions regarding the Project (the "NDA"). The provisions of the NDA are hereby incorporated into this Agreement in all respects, and all information shared between the Parties shall be subject to the NDA, including the provisions regarding Common Legal Interest set forth in Section 5 of the NDA. The effectiveness and enforceability of the NDA shall be separate from and shall survive the termination of this Agreement. No other provision of this Agreement shall be construed as authorizing the disclosure of Confidential Information (as defined in the NDA) that concerns Common Legal Interest or waiving the Common Legal Interest Privilege.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument. For evidentiary purposes, electronically transmitted counterparts of this Agreement shall be deemed to be originals.

[The rest of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY:

CONSOLIDATED CITY OF INDIANAPOLIS
AND MARION COUNTY

By: 

Name: Andrew J. Mallon

Title: Corporation Counsel as designee
of Mayor Joseph H. Hogsett

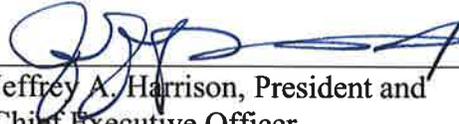
APPROVED AS TO FORM AND LEGALITY:


Corporation Counsel

(Signature Page to Environmental Agreement)

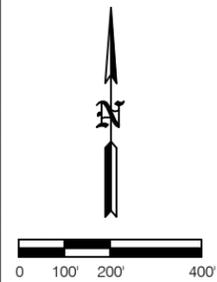
CITIZENS:

DEPARTMENT OF PUBLIC UTILITIES FOR
THE CITY OF INDIANAPOLIS, ACTING BY
AND THROUGH THE BOARD OF DIRECTORS
FOR UTILITIES, AS TRUSTEE, IN
FURTHERANCE OF A PUBLIC CHARITABLE
TRUST D/B/A CITIZENS ENERGY GROUP

A handwritten signature in blue ink, appearing to read 'Jeffrey A. Harrison', is written over a horizontal line.

Jeffrey A. Harrison, President and
Chief Executive Officer

(Signature Page to Environmental Agreement)



LEGEND	
	Parcel owned by Citizens and enrolled in the Voluntary Remediation Program
	Parcel owned by Citizens

1302 N. MERIDIAN ST., STE. 300
INDIANAPOLIS, INDIANA 46202

(317) 916-8000
(317) 916-8001 FAX



August Mack
ENVIRONMENTAL

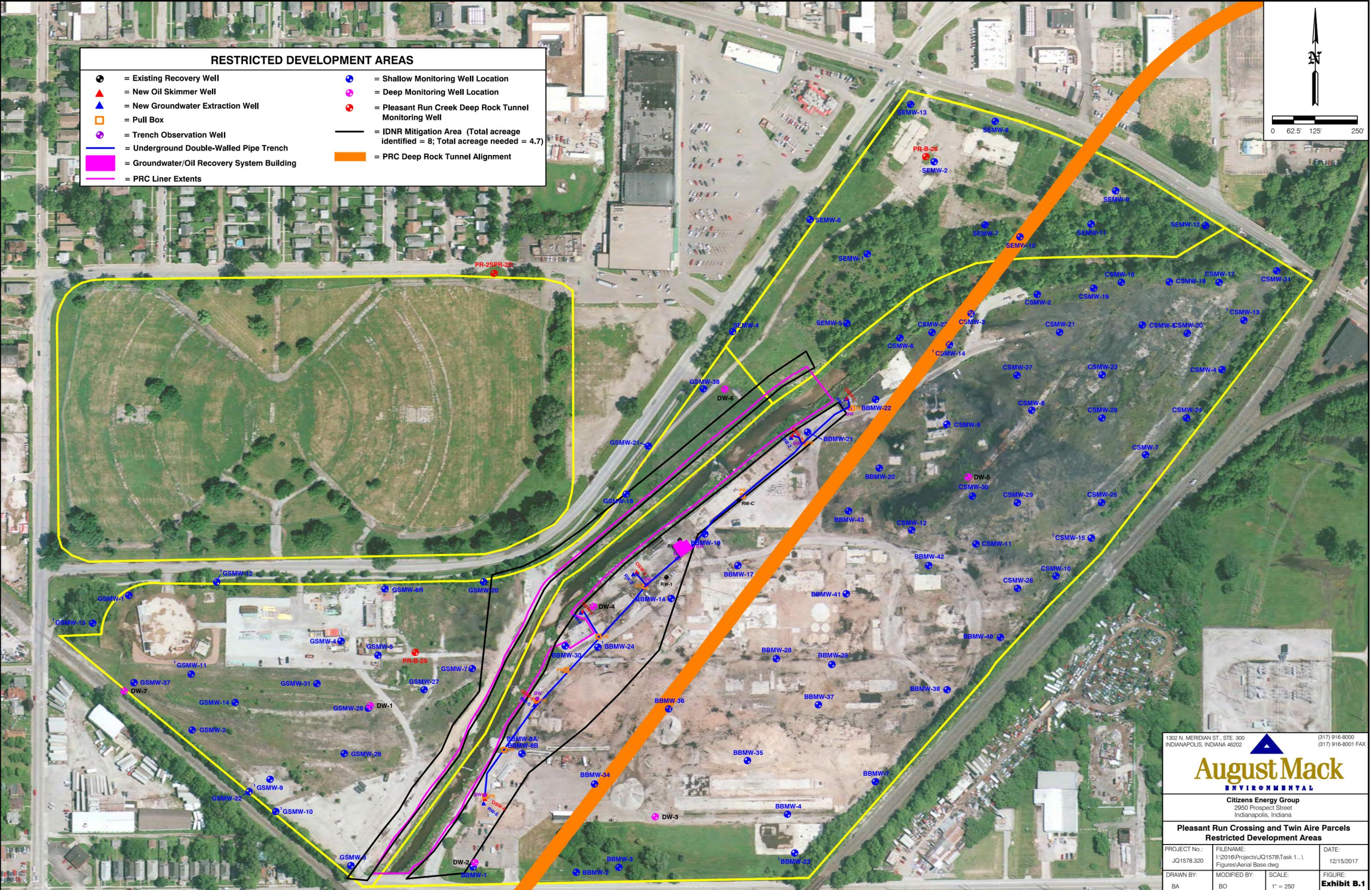
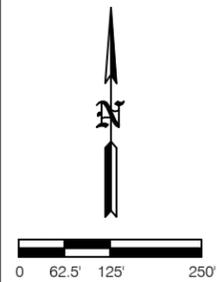
Citizens Energy Group
2950 Prospect Street
Indianapolis, Indiana

Prospect Street Facility

PROJECT No.: JQ1578.320	FILENAME: I:\2016\Projects\JQ1578\Task 1...\ Figures\Aerial Base.dwg	DATE: 12/15/2017
DRAWN BY: BA	MODIFIED BY: BO	SCALE: 1" = 400'
		FIGURE: Exhibit A

RESTRICTED DEVELOPMENT AREAS

- = Existing Recovery Well
- ▲ = New Oil Skimmer Well
- ▲ = New Groundwater Extraction Well
- = Pull Box
- ⊕ = Trench Observation Well
- = Underground Double-Walled Pipe Trench
- = Groundwater/Oil Recovery System Building
- = PRC Liner Extents
- ⊕ = Shallow Monitoring Well Location
- ⊕ = Deep Monitoring Well Location
- ⊕ = Pleasant Run Creek Deep Rock Tunnel Monitoring Well
- = IDNR Mitigation Area (Total acreage identified = 8; Total acreage needed = 4.7)
- = PRC Deep Rock Tunnel Alignment



1302 N. MERIDIAN ST., STE. 300
INDIANAPOLIS, INDIANA 46202

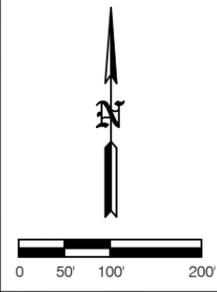
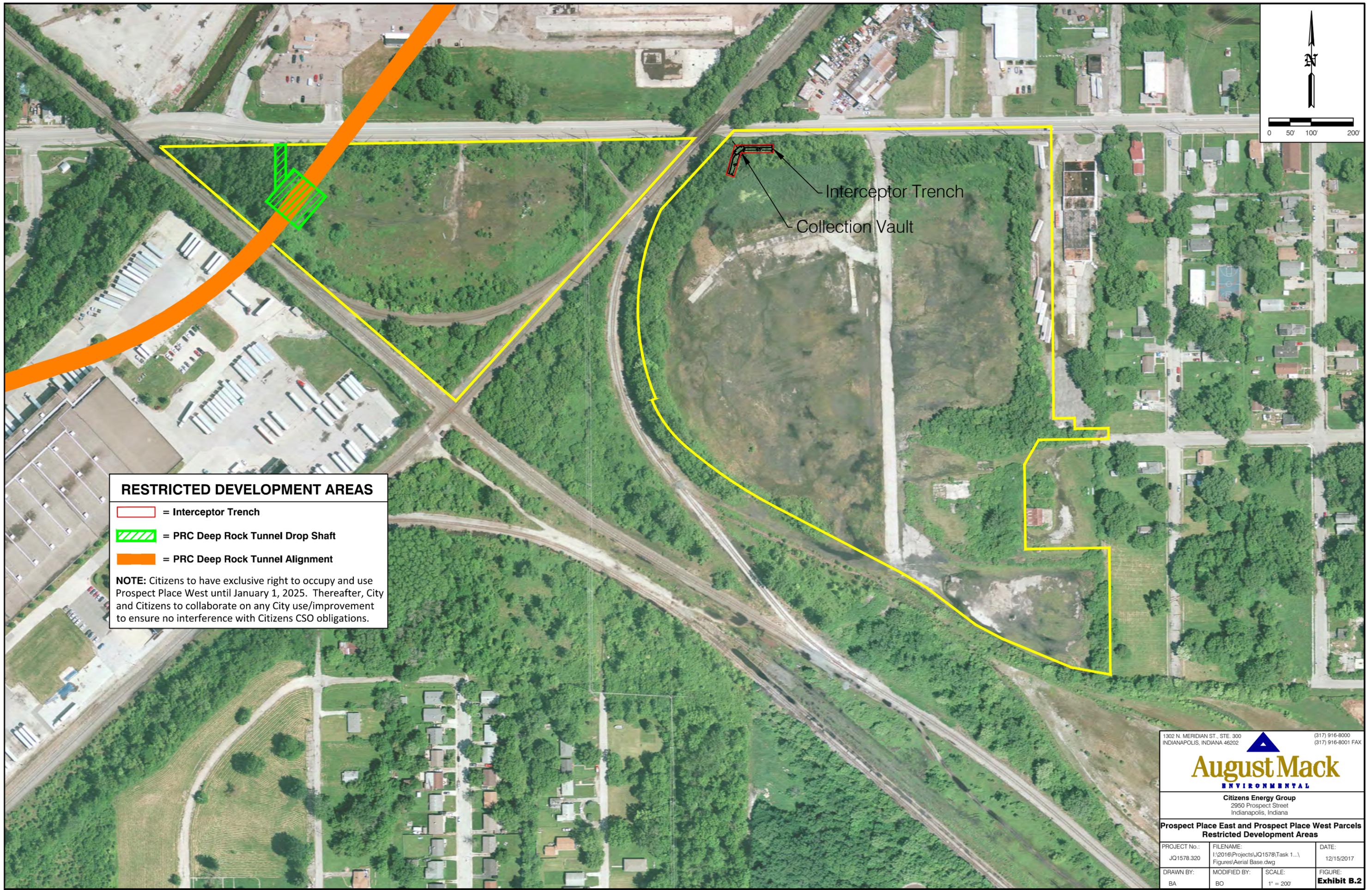
(317) 916-8000
(317) 916-8001 FAX

August Mack
ENVIRONMENTAL

Citizens Energy Group
2950 Prospect Street
Indianapolis, Indiana

**Pleasant Run Crossing and Twin Aire Parcels
Restricted Development Areas**

PROJECT No.: JQ1578.320	FILENAME: I:\2016\Projects\JQ1578\Task 1...\ Figures\Aerial Base.dwg	DATE: 12/15/2017
DRAWN BY: BA	MODIFIED BY: BO	SCALE: 1" = 250'
		FIGURE: Exhibit B.1



Interceptor Trench
Collection Vault

RESTRICTED DEVELOPMENT AREAS

- = Interceptor Trench
- = PRC Deep Rock Tunnel Drop Shaft
- = PRC Deep Rock Tunnel Alignment

NOTE: Citizens to have exclusive right to occupy and use Prospect Place West until January 1, 2025. Thereafter, City and Citizens to collaborate on any City use/improvement to ensure no interference with Citizens CSO obligations.

1302 N. MERIDIAN ST., STE. 300
INDIANAPOLIS, INDIANA 46202

(317) 916-8000
(317) 916-8001 FAX



August Mack
ENVIRONMENTAL

Citizens Energy Group
2950 Prospect Street
Indianapolis, Indiana

**Prospect Place East and Prospect Place West Parcels
Restricted Development Areas**

PROJECT No.:	FILENAME:	DATE:
JQ1578.320	I:\2016\Projects\JQ1578\Task 1...\ Figures\Aerial Base.dwg	12/15/2017
DRAWN BY:	MODIFIED BY:	SCALE:
BA	BO	1" = 200'

FIGURE: Exhibit B.2