EXHIBIT TT-1

EXISTING CITY UTILITY EASEMENT

THIS EXISTING CITY UTILITY EASEMENT ("**Easement**") is made to be effective as of the ____ day of _____, 20__ ("**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**") and the **CITY OF LINCOLN, NEBRASKA**, a Nebraska municipal corporation ("**Grantee**").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following with regard to the placement of the utility installation described in **Section 1.3** below:

1. GENERAL.

1.1 Grantor hereby grants Grantee a non-exclusive easement, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, licenses, easements, liens or other encumbrances, and upon the terms and conditions set forth below, to use the area of Grantor's property described in **Exhibit A** attached hereto and incorporated herein by reference, situated at or near Lincoln, County of Lancaster, State of Nebraska, Line Segment 2, Mile Post 59.17 to 60.0 (collectively, the "**Premises**") for the purposes specified in **Section 1.3** below (the "**Permitted Uses**").

1.2 In the event the Permitted Uses will affect any improvements or facilities of Grantor or Grantor's existing lessees, licensees, easement beneficiaries, or lien holders (collectively "**Other Improvements**"), if any, or interfere with the use of the Other Improvements, Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage and/or interfere with the Other Improvements and obtain the owner's written approval prior to initiating any of the Permitted Uses.

[*THE APPROPRIATE SECTION 1.3 PROVISION WILL BE INSERTED INTO THE EASEMENT BY BNSF BASED ON THE TYPE OF FACILITY, AND THE ALTERNATIVE PROVISIONS WILL BE DELETED****]***

[*For a pipeline*:

1.3 Grantee shall use the Premises exclusively as a site for (i) ingress and egress for and (ii) inspection, use, operation, maintenance and repair (collectively "**Operate**" or "**Operation**") of an existing pipeline for carrying _____ (the "**Facility**") in the location depicted on **Exhibit A**. Grantee shall not use the Facility to carry any other commodity or use the Premises for any other purpose. Grantee shall not use the Premises for any other purpose whatsoever. Grantee shall not use or store hazardous substances, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("**CERCLA**") or petroleum or oil as defined by applicable Environmental Laws on the Premises.**]**

[*For an electric line*:

1.3 Grantee shall use the Premises exclusively as a site for (i) ingress and egress for and (ii) inspection, use, operation, maintenance and repair (collectively "**Operate**" or "**Operation**") of an existing electric line (the "**Facility**") in the location depicted on **Exhibit A**. Grantee shall not use the Premises for any other purpose whatsoever. Grantee shall not use or store hazardous

substances, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("**CERCLA**") or petroleum or oil as defined by applicable Environmental Laws on the Premises.**]**

[*For a communication line, television cable, and/or fiber optic line*:

1.3 Grantee shall use the Premises exclusively as a site for (i) ingress and egress for and (ii) inspection, use, operation, maintenance and repair (collectively "**Operate**" or "**Operation**") of an existing communication line, television cable, and/or a fiber optic line, together with all conductors and their supporting or containing structures (collectively, the "**Facility**"), in the location depicted on **Exhibit A**.

1.4 Grantor and Grantee mutually agree that no Operation of the Facility which has a reasonable likelihood to delay train traffic on Grantor's main lines, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to Grantor's Network Operations Center (telephone number: 800 832-5452). Grantor and Grantee mutually understand and agree that trains cannot be subjected to delay during this time period.

1.5 In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder or for any damage Grantee sustains in connection therewith.

1.6 Any contractors or subcontractors performing work on the Premises, or entering the Premises on behalf of Grantee shall be deemed servants and agents of Grantee for purposes of this Easement.

2. TERM. This Easement shall commence on the Effective Date and shall continue in perpetuity, subject to prior termination as hereinafter described.

3. COMPENSATION.

3.1 Grantee shall pay Grantor, prior to the Effective Date, the sum of No Dollars ($0) as compensation for the use of the Premises.

3.2 Grantee agrees to reimburse Grantor (within thirty (30) days after receipt of bills therefor) for all costs and expenses incurred by Grantor in connection with Grantee's use of the Premises, or the presence and Operation of the Facility, including but not limited to the furnishing of Grantor's flaggers, and any vehicle rental costs incurred. The cost of flagger services provided by Grantor, when deemed necessary by Grantor's representative, will be borne by Grantee. Flagging costs shall include, but not be limited to, the following: pay for at least one eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); Grantor and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for Grantor labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. The governmental flagging rates in effect at the time of performance by the flaggers will be used to calculate the costs of flagging pursuant to this **Section 3.2**.

3.3 All invoices are due thirty (30) days after the date of invoice. In the event that Grantee shall fail to pay any monies due to Grantor within thirty (30) days after the invoice date, then Grantee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to

the date of payment by Grantee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

4. COMPLIANCE WITH LEGAL REQUIREMENTS AND GRANTOR REQUIREMENTS.

4.1 Grantee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the Operation of the Facility and the use of the Premises.

4.2 Prior to entering the Premises, Grantee shall and shall cause its contractor to comply with all Grantor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Grantee shall complete and shall require its contractor to complete the safety training program at the Website "http://contractororientation.com". This program must be completed no more than one year in advance of Grantee's entry on the Premises.

4.3 Grantee shall, at all times, comply with all provisions contained in that certain Construction and Maintenance Agreement between Grantor and Grantee dated _____, 20__ (the "**C&M Agreement**"). In the event of conflicts between the terms of this Easement and the C&M Agreement, the most restrictive provisions shall apply to Grantee.

[*IF THE FACILITY IS AN ELECTRIC LINE, SECTIONS 4.4, 4.5 AND 4.6 IMMEDIATELY BELOW WILL BE INCLUDED IN THE EASEMENT, AND THE ALTERNATIVE SECTIONS 4.5, 4.5 AND 4.6 FOR COMMUNICATION/TELEVISION CABLE/FIBER OPTIC LINES EASEMENT****]***

[4.4 Grantee shall, at its sole cost and expense, install and at all times maintain the Facility in accordance with the National Electric Code.

4.5 If the Operation of the Facility shall at any time cause interference, including but not limited to physical interference from electromagnetic induction, electrostatic induction, or from stray or other currents, with the facilities of Grantor or of any lessee or licensee of Grantor, or in any manner interfere with the operation, maintenance, or use by Grantor of its right-of-way, tracks, structures, pole lines, signal and communication lines, radio, or other equipment, devices, other property or appurtenances thereto, Grantee agrees immediately to make such changes in the Facility and furnish such protective devices and/or replacement equipment to Grantor and its lessees or licensees as shall be necessary, in the judgment of Grantor's representative, to eliminate such interference. The cost of such protective devices and their installations shall be borne solely by Grantee. If any of the interference covered by this **Section 4.5** shall be, in the judgment of Grantor, of such importance to the safety of Grantor's operations as to require immediate corrective action, Grantee, upon notice from Grantor, shall either, at Grantor's election, cease using the Facility for any purpose whatsoever, or reduce the voltage or load on the Facility, or take such other interim protective measures as Grantor may deem advisable, until the protective devices and/or replacement equipment required by this **Section 4.5** have been installed, put in operation, tested, and found to be satisfactory to correct the interference.

4.6 Grantee shall, at its sole cost and expense, remove all combustible material from around wooden poles and shall at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to with fifteen (15) days

after having been requested by Grantor to do so, Grantor shall have the right itself to perform the work and Grantee hereby agrees to reimburse Grantor for the expense so incurred.]

[*IF THE FACILITY IS FOR A COMMUNICATION, TELEVISION CABLE AND/ OR FIBER OPTIC LINE, SECTIONS 4.4, 4.5 AND 4.6 IMMEDIATELY BELOW WILL BE INCLUDED IN THE EASEMENT, AND THE ALTERNATIVE SECTIONS 4.4, 4.5 AND 4.6 ABOVE FOR AN ELECTRIC LINE WILL BE DELETED ****]***

[4.4 Grantee shall, at its sole cost and expense, construct and at all times maintain the Facility in accordance with the National Electric Code. The use of a rail mounted cable plow to install the Facility is strictly prohibited unless advance written approval is granted by Grantor, which approval Grantor may grant or withhold in its sole and absolute discretion. Unless otherwise specified, all underground lines shall be installed at least forty-eight (48) inches below grade level.

4.5 Grantee shall, at its sole cost and expense, remove all combustible material from around wooden poles and shall at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to with fifteen (15) days after having been requested by Grantor to do so, Grantor shall have the right itself to perform the work and Grantee hereby agrees to reimburse Grantor for the expense so incurred.]

5. <u>DEFINITION OF COST AND EXPENSE</u>. For the purpose of this Easement, "cost" or "costs" "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

6. <u>RIGHT OF GRANTOR TO USE</u>. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

6.1 to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;

6.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or

6.3 to use the Premises in any manner as Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Permitted Uses.

7. <u>GRANTEE'S OPERATIONS</u>.

7.1 Grantee shall notify Grantor's Roadmaster, Gary Marcellus, at 201 N. 7th Street, Lincoln, NE 68508, telephone (402) 458-7538, at least ten (10) business days prior to initially entering the Premises for the installation of the Facility and prior to entering the Premises for any subsequent maintenance thereon. After completion of use of the Premises for the Permitted Uses, Grantee shall notify Grantor in writing that such use has been completed.

7.2 In performing the Permitted Uses, Grantee shall use only public roadways to cross from one side of Grantor's tracks to the other. In the event Grantee must cross from one side of Grantor's tracks to the other at a location or locations other than a public roadway, and such location or locations are approved by Grantor in advance, then Grantee shall enter into Grantor's then-current Agreement for Private Crossing for each such private crossing location.

7.3 Under no conditions shall Grantee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Grantee has obtained prior written approval from Grantor. Grantee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Grantor, or the safe operation and activities of Grantor. If ordered to stop using the Premises at any time by Grantor's personnel due to any hazardous condition, Grantee shall immediately do so. Notwithstanding the foregoing right of Grantor, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Premises to determine the safe nature thereof, it being solely Grantee's responsibility to ensure that Grantee's use of the Premises is safe. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by this Easement.

7.4 Grantee shall, at its sole cost and expense and subject to the supervision of Grantor's Roadmaster, Operate the Facility in such a manner and of such material that it will not at any time be a source of danger to or interference with present or future tracks, roadbed, or other property of Grantor, or the safe operation of Grantor's railroad. If at any time Grantee shall, in the sole judgment of Grantor, fail to properly perform its obligations under this **Section 7.4**, Grantor may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event Grantee agrees to pay, within fifteen (15) days after bill shall have been rendered therefor, the cost so incurred by Grantor, but failure on the part of Grantor to perform the obligations of Grantee shall not release Grantee from liability hereunder for loss or damage occasioned thereby.

7.5 During Operation of the Facility, Grantee shall perform such work in a manner to preclude damage to the property of Grantor, and preclude interference with the operation of Grantor's railroad. After performing any maintenance on the Facility, Grantee shall, at Grantee's own cost and expense, restore Grantor's premises to their former state as of the Effective Date, subject only to the presence of the Facility.

7.6 Prior to Grantee conducting any excavating or boring work on or about any portion of the Premises, Grantee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Grantee shall have the right to use suitable detection equipment or other generally accepted industry practice (*e.g.*, consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Grantee's written request, which shall be made thirty (30) business days in advance of Grantee's requested installation of the Facility, Grantor will provide Grantee any information that Grantor has in the possession of its Engineering Department concerning the existence and approximate location of Grantor's underground utilities and pipelines at or near the vicinity of the proposed Facility. Prior to conducting any such boring work, Grantee will review all such material. Grantor does not warrant the accuracy or completeness of information relating to subsurface conditions and Grantee's operations will be subject at all times to the liability provisions herein.

7.7 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by Grantee and reviewed by Grantor prior to installation. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Grantor's reasonable

opinion that granular material is present, Grantor may select a new location for Grantee's use, or may require Grantee to furnish for Grantor's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once Grantor has approved any such remedial plan in writing, Grantee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

7.8 Any open hole, boring or well constructed on the Premises by Grantee shall be safely covered and secured at all times when Grantee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Grantee shall be:

7.8.1 filled in to surrounding ground level with compacted bentonite grout; or

7.8.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Grantor's property for more than ten (10) days, but must be properly disposed of by Grantee in accordance with applicable Legal Requirements.

7.9 Upon completion of any maintenance or repair of the Facility, Grantee shall, at its sole cost and expense:

7.9.1 remove all of its equipment from the Premises;

7.9.2 report and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;

7.9.3 remedy any unsafe conditions on the Premises created or aggravated by Grantee; and

7.9.4 leave the Premises in the condition which existed as of the Effective Date, subject only to the presence of the Facility.

7.10 Grantee's on-site supervisors shall retain/maintain a fully-executed copy of this Easement at all times while on the Premises.

8. <u>LIABILITY</u>.

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL, AND SHALL CAUSE ITS CONTRACTORS TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR AND GRANTOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY (COLLECTIVELY, "LIABILITIES") ARISING OUT OF, RESULTING FROM OR CAUSALLY RELATED TO (IN WHOLE OR IN PART):

8.1.1 ANY RIGHTS OR INTERESTS GRANTED TO GRANTEE OR ANY GRANTEE PARTY (DEFINED BELOW) PURSUANT TO THIS EASEMENT ;

8.1.2 THE USE, OCCUPANCY OR PRESENCE OF GRANTEE AND/OR GRANTEE PARTIES (DEFINED BELOW) AND/OR ANY WORK PERFORMED BY GRANTEE OR ANY GRANTEE PARTIES IN, ON, OR ABOUT THE PREMISES, GRANTOR'S RIGHT-OF-WAY OR OTHER GRANTOR PROPERTY, INCLUDING WITHOUT LIMITATION INSTALLATION, MAINTENANCE AND USE OF THE FACILITY;

8.1.3 ANY ENVIRONMENTAL MATTERS ARISING FROM GRANTEE AND/OR GRANTEE PARTIES' USE AND OCCUPANCY OF THE PREMISES, GRANTOR'S RIGHT-OF-WAY OR OTHER GRANTOR PROPERTY, INCLUDING WITHOUT LIMITATION USE AND OCCUPANCY OF THE PREMISES FOR THE INSTALLATION, MAINTENANCE AND USE OF THE FACILITY;

8.1.4 ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATION LINES IN CONNECTION WITH THE WEST HAYMARKET PROJECT (AS DEFINED IN THE C&M AGREEMENT) BY GRANTEE AND/OR GRANTEE PARTIES, INCLUDING BUT NOT LIMITED TO (a) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES AS A RESULT OF SUCH DAMAGE OR DESTRUCTION, AND/OR (b) ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE BY, OR LOSS OF SERVICE BY A CUSTOMER OR USER OF SUCH TELECOMMUNICATION COMPANY(IES) AS A RESULT OF SUCH DAMAGE OR DESTRUCTION;

8.1.5 GRANTEE'S OR ANY GRANTEE PARTY'S BREACH OF THE TERMS AND CONDITIONS OF THIS EASEMENT OR THE C&M AGREEMENT; OR

8.1.6 ANY ACT OR OMISSION OF GRANTEE OR GRANTEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS (SUCH OFFICERS, AGENTS, INVITEES, EMPLOYEES AND CONTRACTORS BEING REFERRED TO HEREIN INDIVIDUALLY AS A "GRANTEE PARTY" AND COLLECTIVELY, "GRANTEE PARTIES"), OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER.

THE LIABILITY ASSUMED BY GRANTEE WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT ANY DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF GRANTOR, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, BUT EXCLUDING CLAIMS WHOLLY CAUSED BY GRANTOR'S SOLE NEGLIGENCE AND EXCLUDING CLAIMS TO THE EXTENT THAT SUCH CLAIMS ARE CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF GRANTOR.

8.2 FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL, AND SHALL CAUSE THE GRANTEE PARTIES TO, NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT GRANTOR IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE FACILITY FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. GRANTEE WILL, AND WILL CAUSE THE GRANTEE PARTIES TO, INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF GRANTOR. GRANTEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS EASEMENT SHALL NOT IN ANY WAY SUBJECT GRANTOR TO

CLAIMS THAT GRANTOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD GRANTOR HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

8.3 TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE AGREES, AND SHALL CAUSE THE GRANTEE PARTIES TO AGREE, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF GRANTOR, TO INDEMNIFY, AND HOLD HARMLESS GRANTOR AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY GRANTOR UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF GRANTEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF GRANTOR OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

8.4 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Easement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

8.5 Grantee's indemnification obligations herein shall be in addition to, and not in limitation of, Grantee's indemnification obligations pursuant to the terms and provisions of the C&M Agreement.

8.6 To the fullest extent permitted by law, Grantee waives its municipal immunity and its sovereign immunity with respect to Grantor and this Easement, including, without limitation, for claims (i) arising out of work performed by Grantee or its contractors pursuant to the provisions of this Easement, and (ii) arising out of continuing rights of Grantee to enter onto property of Grantor, including work performed by Grantee and the Grantee Parties on property of Grantor. Any lawful waiver of Grantee's sovereign immunity herein shall be in addition to, and not in limitation of, any lawful waiver of Grantee's sovereign immunity pursuant to the terms and provisions of the C&M Agreement.

9. <u>PERSONAL PROPERTY WAIVER</u>. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF GRANTEE ONLY, AND GRANTOR WILL NOT BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF GRANTOR.

10. <u>INSURANCE</u>. During the Development Period (as defined in that certain Master Development Agreement between Grantor and Grantee dated _____, 2010 [the "**Master Agreement**"]), Grantee shall comply with all provisions contained in Section 3.8 of the C&M Agreement, and all such provisions contained in Section 3.8 of the C&M Agreement shall be incorporated herein by reference. Upon commencement of the Post-Development Period (as defined in the Master Agreement) and continuing thereafter, Grantee shall, and shall require

Grantee's contractors to, at Grantee's sole cost and expense, procure and maintain during the life of this Easement the following insurance coverage:

10.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $5,000,000 each occurrence and an aggregate limit of at least $10,000,000 but in no event less than the amount otherwise carried by Grantee. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Grantor.
- Additional insured endorsement in favor of and acceptable to Grantor and Jones Lang LaSalle Global Services RR, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Grantor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Grantor employees.

No other endorsements limiting coverage may be included on the policy.

10.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired
- Waiver of subrogation in favor of and acceptable to Grantor.
- Additional insured endorsement in favor or and acceptable to Grantor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Grantor.

10.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Grantee's statutory liability under the workers' compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Grantor.

10.4 Grantee or its contractors and/or agents, at Grantee's sole cost and expense, must procure and maintain the following insurance coverage if Grantee (including its contractors and agents) performs (a) alterations or modifications to the Facility, or (b) any maintenance or other work on the Facility with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track:

Railroad Protective Liability insurance naming only Grantor as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93).
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusions for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Grantor prior to performing any work or services under this Easement.

[* IF PLL IS REQUIRED FOR THE FACILITY, THE FOLLOWING WILL BE INSERTED AS NEW SECTION 10.5 AND THE OLD SECTION 10.5 WILL BE RENUMBERED AS NEW 10.6 ****]***

[10.5 Pollution Legal Liability (PLL) Insurance. This insurance shall be in an amount of at least FIVE MILLION DOLLARS ($5,000,000) per claim including but not limited to the following:

- Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
- Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- Defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in BODILY INJURY, PROPERTY DAMAGE, or Remediation Expense.
- Coverage shall apply to both onsite and offsite contamination from operations.
- Coverage shall apply to both third party liabilities and Natural Resource Damages.
- If coverage is purchased on a "claims made" basis, lessee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation, or termination of this Easement. Annually Grantee agrees to provide evidence of such coverage as required hereunder.
- Delete any bodily injury exclusions resulting from lead or asbestos.
- Amend the Contractual Liability exclusions and employers' liability exclusion to provide coverage for liability assumed under contract.**]**

10.5 Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Grantee agrees to waive its right of recovery against Grantor for all claims and suits against Grantor, except for claims and suits arising wholly out of the sole negligence, or to the extent

caused by the gross negligence or willful misconduct, of Grantor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Grantor for all claims and suits, except for claims and suits arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of Grantor. The certificate of insurance must reflect waiver of subrogation endorsement. Grantee further waives its right of recovery, and its insurers also waive their right of subrogation against Grantor for loss of its owned or leased property or property under its care, custody, or control, except for rights of recovery and rights of subrogation arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of Grantor.

Grantee is allowed to self-insure up to $250,000 per occurrence and $250,000 aggregate on General Liability and Automotive Liability and up to $500,000 per occurrence and $500,000 aggregate on Worker's Compensation Liability without the prior written consent of Grantor. Any deductible, self-insured retention or other financial responsibility for claims must be covered directly by Grantee in lieu of insurance. Any and all Grantor Liabilities that would otherwise, in accordance with the provisions of this Easement, be covered by insurance will be covered as if Grantee elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing any work, Grantee shall furnish to Grantor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Grantor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from Grantor, a certified duplicate original of any required policy must be furnished. Certificate(s) should be sent to the following address:

Ebix BPO
PO Box 12010-BN
Hemet, CA 92546-8010
Fax number: 951-652-2882
Email: bnsf@ebix.com

Upon notification to Grantor of cancellation, non-renewal, substitution or material alteration of any such policy(ies), Grantor shall have the option to (i) if feasible, pay, on behalf of the Grantee, any and all such premiums, penalties, fees or expenses necessary to keep such policy(ies) in full force and effect; or (ii) in the event that such policy(ies) cannot be kept in full force and effect, enter into the open market and procure such policy(ies) of insurance on behalf of Grantee as required by this Easement at the then-current market rate. Upon any of the above occurrences, Grantor shall invoice Grantee for reimbursement of all such premiums, penalties, fees or expenses advanced on Grantee's behalf plus an additional fifteen (15%) of such advanced amounts as remuneration for Grantor's overhead. Such amounts advanced by Grantor shall be paid by Grantee within thirty (30) days after delivery of a statement for such expense. Any insurance policy shall be written by a reputable insurance company acceptable to Grantor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Grantee represents that this Easement has been thoroughly reviewed by Grantee's insurance agent(s)/broker(s), who have been instructed by Grantee to procure the insurance coverage required by this Easement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above. Grantee represents that it understands and its insurance agent(s)/broker(s) have been informed that Grantee's insurance coverage being procured by

Grantee herein is to protect, defend, indemnify and hold harmless Grantor from any and all Liabilities, as such term is defined herein, that may arise in connection with this Easement and Grantee, to the fullest extent allowed by law, waives its sovereign and municipal immunity and any caps or limitations on legal liability that may result therefrom.

Not more frequently than once every five years, Grantor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Grantee, Grantee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Grantor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Grantor to the same extent and under the same terms and conditions as Grantee is required to release, defend and indemnify Grantor herein.

Failure to provide evidence as required by this **Section 10** shall entitle, but not require, Grantor to terminate this Easement immediately. Acceptance of a certificate that does not comply with this **Section 10** shall not operate as a waiver of Grantee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Grantee shall not be deemed to release or diminish the liability of Grantee including, without limitation, liability under the indemnity provisions of this Easement. Damages recoverable by Grantor shall not be limited by the amount of the required insurance coverage.

For purposes of this **Section 10**, Grantor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

11. ENVIRONMENTAL.

11.1 Grantee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively, the "**Environmental Laws**"). Grantee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Grantee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

11.2 Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use the best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

11.3 In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Facility which occurred or may occur during the term of this Easement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Grantor's right-of-way.

11.4 Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

12. ALTERATIONS. Grantee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Grantor's prior written consent. All replacements of the Facility and any installation of a new Facility must comply with Grantor's then-current Utility Accommodation Policy and other Grantor approval processes, and shall be subject to Grantor's standard fees for utility supplements.

13. NO WARRANTIES. GRANTOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS EASEMENT AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY GRANTOR OTHER THAN THOSE CONTAINED IN THIS EASEMENT. GRANTEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. QUIET ENJOYMENT. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

15. LIENS. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 15** or any other Section of this Easement.

16. DEFAULT; TERMINATION.

16.1 During the Development Period and until the commencement of the Post-Development Period, if default shall be made in any of the covenants or agreements of Grantee contained in this Easement, Grantor may pursue any and all remedies set forth in Section 24 of the Master Agreement.

16.2 Upon commencement of the Post-Development Period, if at any time Grantee fails to properly perform its obligations under this Easement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, (ii) terminate this Easement if Grantee fails to perform such obligation within sixty (60) days after written notice thereof from Grantor to Grantee, or (iii) at Grantee's sole cost, arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority of permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee shall not alter the liability allocation set forth in this Easement.

16.3 Upon termination of this Easement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

16.3.1 remove all of its equipment from the Premises;

[*THE APPROPRIATE SECTION 16.4.2 PROVISION WILL BE INSERTED INTO THE EASEMENT BY BNSF BASED ON THE TYPE OF FACILITY, AND THE ALTERNATIVE PROVISION WILL BE DELETED****]***

[*For a pipeline*:

16.3.2 if construction or installation of the Facility is incomplete upon termination, and if requested by Grantor, fill and cap or otherwise appropriately decommission the Facility with a method satisfactory to Grantor;**]**

[*For all other utilities*:

16.3.2 if construction or installation of the Facility is incomplete upon termination, and if requested by Grantor, remove the Facility and all appurtenances thereto from the Premises at Grantor's sole discretion ;**]**

16.3.3 convey the Facility to Grantor by bill of sale reasonably acceptable to Grantor and Grantee, provided that Grantor has not required Grantee's removal of the Facility pursuant to the provisions of **Section 16.3.2** above;

16.3.4 repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;

16.3.5 remedy any unsafe conditions on the Premises created or aggravated by Grantee; and

16.3.6 leave the Premises in the condition which existed as of the Effective Date (subject only to the presence of the Facility, provided that Grantor has not required Grantee to remove the Facility pursuant to the provisions of **Section 16.3.2** above).

16.4 If this Easement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth in **Section 16.3** above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement. Termination will not release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when the Facility is removed by or for Grantee, if applicable, and the Premises are restored to its condition as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises is surrendered.

16.5 Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any Section of this Easement. The remedy set forth in

this **Section 16** shall be in addition to, and not in limitation of, any other remedies that Grantor may have at law or in equity.

[*FOR A COMMUNICATION/FIBER OPTIC/TELEVISION OR CABLE LINE, SECTION 16.6 BELOW WILL BE INCLUDED IN THE EASEMENT****]***

[16.6 Grantee, and Grantee's successors and assigns, agrees not to assert that termination of this Easement is a discontinuance in service that requires prior approval by the FCC and represents and warrants that it has redundant facilities that would allow it to continue the provision of service after termination of this Easement.**]**

17. ASSIGNMENT. No assignment of Grantee's rights hereunder shall be effective unless the proposed assignee assumes in writing all of Grantee's obligations under this Easement. Notwithstanding any contrary provision herein, Grantee shall have the right to assign this Easement to the West Haymarket Joint Public Agency, a Nebraska joint public agency ("**JPA**") without further consent of Grantor provided (i) Grantee delivers prior written notification to Grantor of the assignment, (ii) Grantee and JPA enters into Grantor's then-standard Consent to Assignment form, pursuant to which Grantee will remain jointly and severally liable for all of Grantee's obligations hereunder, including without limitation Grantee's liability and indemnification obligations; provided that Grantor agrees it will first send any claim or notice of default to JPA and will not pursue any action against Grantee until thirty (30) days after the date of such claim or notice to JPA, unless failure to pursue action against Grantee during such time would otherwise prejudice Grantor's rights, and (iii) Grantee's entire interest under the Master Agreement, the Exchange Agreement (as defined in the Master Agreement), the C&M Agreement and all Rights of Entry agreements (as defined in the Master Agreement) are assigned at the same time to JPA.

18. NOTICES. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantor: Jones Lang LaSalle Global Services - RR, Inc.
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131
Attn: Licenses/Permits

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Grantee: City of Lincoln, Nebraska
555 South 10th Street
Lincoln, NE 68508
Attn: City Attorney

19. SURVIVAL. Neither termination nor expiration will release either party from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts,

omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Premises are restored to its condition as of the Effective Date.

20. RECORDATION. A memorandum of this Easement may be recorded at either party's written request.

21. APPLICABLE LAW. All questions concerning any interest in real property created or affected by this Easement shall be governed by the laws of the state of Nebraska.

22. VENUE. To the fullest extent permitted by law any dispute arising under or in connection with this Easement or related to any subject matter which is the subject of this Easement shall be subject to the sole and exclusive jurisdiction of the United States District Court for the District of Nebraska. The aforementioned choice of venue is intended by Grantor and Grantee to be mandatory and not permissive. Grantor and Grantee each hereby irrevocably consents to the jurisdiction of the United States District Court for the District of Nebraska in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court and that any such dispute which is brought in such court has been brought in an inconvenient forum.

23. SEVERABILITY. To the maximum extent possible, each provision of this Easement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Easement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Easement.

24. INTEGRATION. This Easement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

25. MISCELLANEOUS.

25.1 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties.

25.2 The waiver by Grantor of the breach of any provision herein by Grantee shall in no way impair the right of Grantor to enforce that provision for any subsequent breach thereof.

25.3 All provisions contained in this Easement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Grantor and Grantee to the same extent as if each such successor and assign was named a party to this Easement.

25.4 Jones Lang LaSalle Global Services – RR, Inc. is acting as representative for BNSF Railway Company.

[*Signature page follows*]

IN WITNESS WHEREOF, this Easement has been duly executed by the parties as of the day below each party's signature; to be effective, however, as of the Effective Date above.

GRANTOR:

BNSF Railway Company

By: Jones Lang LaSalle Global Services – RR, Inc.

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

City of Lincoln, Nebraska

By: _____

Name: _____

Title: _____

Date: _____

Sample

EXHIBIT A

Premises

[See attached]