R S I PREPARED

SUPPLEMENTAL EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of November, 1971, by and between COMMONWEALTH EDISON COMPANY, a corporation duly created, organized and existing under and by virtue of the laws of the State of Illinois, (hereinafter referred to as "Edison") and NORTH SHORE GAS COMPANY, a corporation duly created, organized and existing under and by virtue of the laws of the State of Illinois with its principal executive offices at 3001 Grand Avenue, Waukegan, Illinois, (hereinafter referred to as "North Shore");

WHEREAS, by instrument of even date herewith (hereinafter referred to as the "Easement") Edison granted North Shore a perpetual easement to construct, install, reconstruct, operate, maintain, alter, repair, replace and remove one (1) underground gas pipeline not to exceed ten (10) inches inside diameter for the transportation of gas (hereinafter, together with attachments, equipment and appurtenances related thereto, referred to as "said pipeline") along a center line in, under, along and through certain parcels of land owned by Edison and located in Edison's rights-of-way; said rights-of-way being more particularly described in said Easement and said center line being designated on the plan attached to said Easement as Exhibit "A", the easement area in said rights-of-way being hereinafter referred to as "Premises".

NOW, THEREFORE, Edison and North Shore hereby agree that the following terms and covenants are deemed to be part of said Easement to the same full extent as if they were stated in full therein:

FIRST: In addition to any other payments provided for in this Supplemental Easement Agreement North Shore agrees to pay Edison the sum of $10,914.00 for the rights granted.

SECOND: North Shore has previously submitted to Edison and Edison has approved detailed plans of the proposed location and installation of said pipeline, and in the event North Shore either prior to or after the construction of said pipeline, proposes any material alteration in its plan regarding said pipeline, or proposes any additional appurtenances, equipment or attachments of consequence, it shall first submit its proposed change or addition to Edison for its written approval. Any auxiliary equipment which will extend outward more than two feet from either side of the centerline of said pipeline shall require written approval by Edison. No such change or addition shall be made until Edison's written approval has been obtained. North Shore shall install said pipeline or any alteration thereof or addition thereto in strict accordance with approved plans and shall not deviate therefrom without securing Edison's written consent.

THIRD: North Shore shall notify Edison in writing at least forty eight (48) hours in advance, except in case of emergency, routine inspection operation or maintenance, before entering upon said rights-of-way to make any alteration, repair, replacement, or removal of said pipeline, in order that Edison may have a representative or representatives present at such time if it so desires, and North Shore agrees that any work upon said rights-of-way shall be done to the reasonable satisfaction of said representative or representatives of Edison, and North Shore further agrees to reimburse Edison for the actual cost of having such representative or representatives so present.

FOURTH: The rights granted to North Shore under the Easement are subject to any use made of the premises, as of the date of this Supplemental Easement Agreement, by Edison, its grantees, licensees, or lessees. Should said pipeline interfere

with a future use of the premises by Edison, North Shore shall, after receiving written notice of said interference, along with an itemization of additional costs which Edison would incur as a result of such interference, have its option of relocating within one hundred eighty (180) days, at its sole cost and expense, said pipeline to another location designated and provided by Edison in Edison's property, or reimbursing Edison for such additional construction costs as may be incurred by Edison because of North Shore's interference; provided such relocation is reasonably necessary to avoid interference with Edison's intended use of the premises and provided further that North Shore shall not be required to relocate said pipeline or pay Edison for any additional costs resulting from such interference due to Edison's use of said rights-of-way for wooden pole lines.

FIFTH: North Shore shall pay Edison, its present or future grantees, licensees or lessees, and their respective successors and assigns, for any and all damages and expenses which they or any of them may sustain or incur because of damage to any property of Edison, its present or future grantees, licensees or lessees, and their respective successors and assigns, including but not by limitation damage to electric facilities and equipment, crops, fences, pasture lands or livestock, on account of the construction, installation, re-construction, alteration, repair, replacement, maintenance, operation or removal of said pipeline.

SIXTH: No blasting shall be done on said rights-of-way in connection with the construction, installation, re-construction, alteration, repair, replacement, maintenance, operation or removal of said pipeline without the express prior written authority of Edison being secured by North Shore in each instance.

SEVENTH: No cranes shall be permitted on said rights-of-way at any time. No equipment shall be operated more than fifteen (15) feet in height on said rights-of-way, except with the prior consent of Edison being secured by North Shore in each instance.

EIGHTH: North Shore shall reimburse Edison and its present grantees, licensees or lessees, and their respective successors and assigns, for any expense incurred in protecting or rearranging its or their existing facilities during construction, installation, re-construction, alteration, repair, replacement, maintenance, operation or removal of said pipeline in Edison's property.

NINTH: North Shore agrees upon completion of said work to remove all unused excavated material including rock and debris and to replace all back filling material in a neat and workmanlike manner and to leave Edison's property in a neat, clean and orderly condition, including the reasonable restoration of top soil and the restoration of the ground to its original elevation.

TENTH: Any electrolysis mitigating equipment for said pipeline which, in Edison's reasonable opinion, is necessary in order to prevent damage to Edison's facilities due to electrolysis shall be installed and maintained by North Shore at its sole cost and expense and any electrolysis methods or equipment used by North Shore shall be coordinated with Edison's methods or requirements.

ELEVENTH: In the event North Shore shall fail to perform any of the covenants and agreements herein contained on its part to be observed and performed, and such failure shall continue for a period of sixty (60) days after final determination by a tribunal having jurisdiction of the existence of such failure

from the premises within one (1) year after the termination of said sixty (60) day period. In the event it fails to do so, said pipeline shall become the property of Edison without the necessity of any bill of sale or conveyance, and North Shore shall reimburse Edison upon demand for all costs and expenses incurred in connection with the removal of said pipeline. Failure of Edison at any time to insist upon strict performance of any obligation of North Shore hereunder shall not be construed as a waiver or release of any of the rights of Edison hereunder or as a waiver or release of the right to enforce any covenant or agreement herein contained.

TWELFTH: North Shore agrees to place suitable markers acceptable to Edison to mark the location of said pipeline in said rights-of-way. Such markers shall be placed at points where said pipeline enters and leaves said rights-of-way and at points where said pipeline deviates from a straight line as well as on both sides of any roads that cross said rights-of-way and at points where said pipeline deviates from a straight line as well as on both sides of any roads that cross said rights-of-way and at such other points as may reasonably be designated by Edison. North Shore shall furnish Edison with engineering drawings showing the installed location of said pipeline and said markers.

THIRTEENTH: North Shore agrees that it will obtain, at its sole expense, all necessary permits from Federal, State, Municipal and other public authorities for the construction, installation, re-construction, repair, alteration, replacement, maintenance, operation and removal of said pipeline, and will construct, maintain and operate said pipeline in accordance with all applicable orders, rules and regulations of any public authorities having jurisdiction over the same.

FOURTEENTH: (A) North Shore shall indemnify and save harmless Edison from any and all expense, costs, claims, suits or demands on account of, or growing out of injury to, or death of, any employee, contractor, agent, representative or licensee of North Shore, or claims for any such injury or death because of, or arising out of, or in any way attributable to the exercising of the rights and privileges granted under the Easement or by reason of its occupancy of or presence on said rights-of-way.

(B) North Shore shall also indemnify and save harmless Edison from any and all expense, costs, claims, suits or demands (including any which Edison's licensees, lessees or grantees may have against Edison) on account of, or growing out of injury to or death of any person or persons whomsoever, (other than employees, contractors, agents, representatives or licensees of North Shore) or damage to property or claims for any such injury, death or damage, because of, or arising out of, or in any way attributable to the exercising of the rights and privileges granted under the Easement or by reason of its occupancy of or presence on said rights-of-way except and excluding, however, those injuries, deaths or damages attributable to the sole negligence of Edison, its grantees, licensees, lessees or assigns (other than North Shore, its successors or assigns), and excepting damages to the property of persons becoming grantees, lessees, or licensees of Edison, other than successors and assigns of Edison, its present grantees, lessees and licensees, after the date of this Supplemental Easement Agreement, unless such damages are caused by the negligence or otherwise wrongful conduct of North Shore.

FIFTEENTH: North Shore agrees that there shall be no impairment of natural drainage or of existing installed

drainage facilities occasioned by the construction, installation, re-construction, alteration, repair, replacement, maintenance, operation or removal of said pipeline.

SIXTEENTH: It is mutually understood and agreed by the parties hereto that if at any time after the installation of said pipeline, North Shore, its successors or assigns, shall fail to use same for a period of twelve (12) consecutive months, Edison shall have the right to terminate the Easement and in the event of termination by Edison under this paragraph said pipeline shall be removed by North Shore, its successors or assigns, within one (1) year after receipt of written notice of said termination and in the event North Shore, its successors or assigns, fail to do so said pipeline shall become the property of Edison without the necessity of any bill of sale or conveyance, and North Shore, its successors or assigns, shall reimburse Edison upon demand for all costs and expense incurred in connection with the removal of said pipeline.

SEVENTEENTH: North Shore covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue against said rights-of-way in favor of any person or persons, individual or corporate, furnishing either labor or material in any work herein proposed, and North Shore further covenants and agrees to hold Edison and said rights-of-way free from any and all liens or claims of lien which may or might arise or accrue or be based upon any mechanic's lien law of the State of Illinois, now in force or hereafter to be enacted, by reason of North Shore's exercise of privileges granted hereunder, and in the event any such lien shall arise or accrue against said rights-of-way North Shore agrees promptly to cause the release of same at its expense.

EIGHTEENTH: The Easement is subject to the rights of the public in and to existing roads and highways, and to all railroad rights-of-way.

NINETEENTH: Edison expressly reserves the right to grant to others the right to use its rights-of-way described in the Easement in any manner that will not unreasonably interfere with the rights of North Shore in the premises. Prior to any subsurface construction within ten (10) feet of the centerline of said pipeline, Edison shall furnish North Shore with construction plans of any such proposed construction. Any future rights granted by Edison to others for installations over or under or within ten (10) feet of the centerline of said pipeline shall be subject to the rights granted to North Shore in the Easement and shall be consistent with sound engineering practices so as to provide adequate protection to said pipeline. Whenever practical, North Shore shall be notified in writing at least thirty (30) days in advance except in case of routine inspection, operation and maintenance or emergencies before any entering upon said rights-of-way within ten (10) feet of the centerline of said pipeline to install, repair, replace or remove facilities pursuant to this paragraph in order that North Shore can have a representative or representatives present at such time or times if it so desires.

TWENTIETH: North Shore shall have reasonable rights of ingress to and egress from the premises in connection with the construction, installation, re-construction, replacement, repair, alteration, maintenance, operation or removal of said pipeline.

TWENTY-FIRST: North Shore shall have the right to enter upon, occupy and utilize, temporarily and from time to

time, any of Edison's property adjacent to the premises to the extent reasonably necessary for the construction, installation, re-construction, replacement, repair, alteration, maintenance, operation or removal of said pipeline; provided, such use shall not unreasonably interfere with Edison's use of its property in the proper conduct of its utility operation.

TWENTY-SECOND: The revocation or termination of the Easement will not terminate any obligations which have arisen by reason of the provisions of paragraphs FIFTH, EIGHTH, NINTH, ELEVENTH, TWELFTH, FIFTEENTH, SEVENTEENTH, AND EIGHTEENTH, unless mutually so agreed.

TWENTY-THIRD: Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed to Edison in care of T. L. Gould, Director of Real Estate, 72 West Adams Street, Chicago, Illinois 60690, or to North Shore, Attention of Mr. Russ Stegman, 3001 Grand Avenue, Waukegan, Illinois 60085, or to such other persons or addresses as either party may from time to time designate.

TWENTY-FOURTH: The Easement of which this Supplemental Easement Agreement is a part shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, but North Shore shall not assign or transfer any right or permission granted to it in the Easement except to a corporation which succeeds to substantially all of North Shore's business and properties or which wholly owns, is wholly owned by, or is wholly owned by the sole owner of, North Shore or such a succeeding corporation, without the prior written consent of Edison, nor shall any such assignee or transferee make any assignment or transfer without such prior written consent.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Easement Agreement to be executed by their proper officers, thereunto duly authorized, as of the day and year first above written.

COMMONWEALTH EDISON COMPANY

By _____
Vice President

ATTEST:

_____
Assistant Secretary

NORTH SHORE GAS COMPANY

By _____
Vice President

ATTEST:

_____
ASSISTANT SECRETARY

Approved As To Form
ROSS, HARDIES, O'KEEFE, BABCOCK, McAUGAIN & PARSONS
By _____

RSI PREPARED

EASEMENT

THIS EASEMENT, made this 29th day of November, 1971, by and between COMMONWEALTH EDISON COMPANY, a corporation duly created, organized and existing under and by virtue of the laws of the State of Illinois, with its principal executive offices at 72 West Adams Street, Chicago, Illinois 60690 (hereinafter referred to as "Edison"), and NORTH SHORE GAS COMPANY, a corporation duly created, organized and existing under and by virtue of the laws of the State of Illinois, with its principal executive offices at 3001 Grand Avenue, Waukegan, Illinois 60085 (hereinafter referred to as "North Shore");

W I T N E S S E T H:

Edison hereby grants unto North Shore, but without warranty:

1. A perpetual easement to install, construct, reconstruct, operate, maintain, alter, repair, replace and remove an underground gas main not to exceed ten (10) inches inside diameter, together with related attachments, equipment and appurtenances thereto, in, under, along and through the following described portions of Edison's rights-of-way:

(A) A portion of Parcels 1 and 2 of Edison's DesPlaines-Waukegan Right-of-Way in the Northeast Quarter of Section 16, Township 45 North, Range 12, Lake County, Illinois;

(B) A portion of Parcel 390 of Edison's Skokie Right-of-Way (Lakebluff to Waukegan) in the Northwest Quarter of Section 15, Township 45 North, Range 12, Lake County, Illinois;

(C) A portion of Parcel 44 of Edison's Chicago Waukegan and North Shore Right-of-Way in the Southwest Quarter of Section 15, Township 45 North, Range 12, Lake County, Illinois.

Said gas main and said attachments, equipment and appurtenances shall be installed along centerlines in said

rights-of-way as indicated on the plan attached hereto as Exhibit "A", which exhibit is hereby made a part hereof.

The consideration to be paid by North Shore to Edison for the rights and privileges herein granted and the terms, covenants and conditions under which said rights and privileges are granted are more fully set forth in a certain Supplemental Easement Agreement between the parties hereto of even date herewith, and this easement is subject to all of the terms, covenants and conditions set forth in said Supplemental Easement Agreement, which is hereby incorporated herein and made a part hereof by reference to the same full extent as if all of the terms, covenants and conditions thereof were stated in full herein.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed by their proper officers, thereunto duly authorized, as of the day and year first above written.

COMMONWEALTH EDISON COMPANY

By [signature]
Vice President

ATTEST:

[signature]
Assistant Secretary

NORTH SHORE GAS COMPANY

By [signature]
Vice President

ATTEST:

E. A. Dracy
ASSISTANT SECRETARY

Approved As To Form
ROSS, HARDIES, O'KEEFE, BABCOCK & PARTNERS

By [signature]

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, Robert A. Slawik, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Glen W. Beeman, Vice President of COMMONWEALTH EDISON COMPANY, an Illinois corporation, and Robert W. Bresemann, Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of December, A.D. 1971.

Robert A. Slawik
Notary Public

My commission expires:

June 9 1973

STATE OF ILLINOIS }
COUNTY OF ~~LAKE~~ COOK } SS

On this 11th day of NOVEMBER, A.D. 1971, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came LOUIS C. BALDACCI, JR, and E. A. TRACY, of NORTH SHORE GAS COMPANY, who are personally known to me to be the identical persons whose names are affixed to the above instrument as VICE PRESIDENT and ASSISTANT SECRETARY of said corporation, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year last above written.

Milton A. Gustafson
Notary Public

My commission expires:

10-8-73