

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

VILLAGE OF LOMBARD,
an Illinois Municipal Corporation,

Plaintiff,

v.

COMMONWEALTH EDISON COMPANY,
an Illinois Business Corporation,

Defendant.

COMMONWEALTH EDISON COMPANY,

Defendant/Third-Party Plaintiff,

v.

PATRICK ENGINEERING, INC.,

Third-Party Defendant.

No. 2010 L 26

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

1. This Settlement Agreement and Mutual Release is made and entered into by and between the undersigned parties, Plaintiff, VILLAGE OF LOMBARD, COMMONWEALTH EDISON COMPANY (hereinafter referred to as "ComEd"), and PATRICK ENGINEERING INC., (hereinafter "PATRICK").

2. The Plaintiff VILLAGE OF LOMBARD has filed a Complaint in the Circuit Court of DuPage County, Illinois under Case Number 2010 L 26 (hereinafter the "Lawsuit"). The Lawsuit arises out of an alleged incident (hereinafter referred to as the "Occurrence") that occurred on or about September 2, 2008 in the 500 block of South Main Street, Lombard, Illinois

which allegedly caused damage to the sewers, pipes and property of the VILLAGE OF LOMBARD.

3. In the Lawsuit, ComEd has also filed a Third Party Complaint against PATRICK.

4. The parties to the Lawsuit have participated in pre-trial settlement discussions wherein Plaintiff VILLAGE OF LOMBARD has agreed to settle its claims against ComEd and PATRICK in exchange for payment in the total amount of \$240,000, and ComEd has agreed to settle its claims against PATRICK in exchange for PATRICK'S contribution to the settlement paid to Plaintiff VILLAGE of LOMBARD.

5. Pursuant to this Settlement Agreement and Mutual Release, the respective payments being made to the Plaintiff VILLAGE OF LOMBARD on behalf of ComEd and PATRICK are as follows:

A. \$217,500.00 to be paid on behalf of ComEd;

B. \$22,500.00 to be paid on behalf of PATRICK;

6. In consideration of the payments set forth in Section 5 above, the Plaintiff VILLAGE OF LOMBARD completely releases and forever discharges ComEd and PATRICK and their respective heirs, executors, administrators, agents, officers, directors, successors and assigns, of and from any and all past, present or future claims, obligations, property damage actions, negligence actions, willful and wanton conduct actions, statutory actions, trespass actions, actions pursuant to the Underground Utility Facility Damage Prevention Act, breach of contract actions, contribution actions, indemnity actions, damages, losses, and causes of action of any nature whatsoever, whether based in tort, contract or other theory of recovery, which the Plaintiff VILLAGE OF LOMBARD now has, or may have in the future, on account of or that in

any way arise out of known and unknown losses, property damages, pecuniary losses of any kind, and damages of any kind sustained by Plaintiff VILLAGE OF LOMBARD as a result of the Occurrence which is otherwise described in the Complaint at Law and all Amended Complaints in Case No. 2010 L 26. It is expressly understood and agreed that this release and discharge is intended to cover and does cover all damages and losses of any kind sustained by Plaintiff VILLAGE OF LOMBARD that are not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

7. The release and discharge set forth in Section 6 above shall apply with equal force to the past, present and future officers, directors, stockholders, officials, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors, successors in interest, assigns, and all other persons, firms or corporations with whom ComEd and PATRICK have been, are now or may hereafter be affiliated.

8. ComEd and PATRICK mutually and reciprocally release and forever discharge each other and their respective agents, servants, successors and assigns, of and from any and all existing and potential claims which ComEd and PATRICK now have, or may have in the future, against each other or against the VILLAGE OF LOMBARD which in any way arise out of the Occurrence, the Lawsuit or the settlement thereof, including, but not limited to, claims for contribution under the Illinois Joint Tortfeasor Contribution Act (740 ILCS 100/1, et seq.) as well as claims for breach of contract, attorney's fees, indemnity and insurance coverage arising out of the Occurrence.

9. This Settlement Agreement and Mutual Release is limited to claims arising out of the Occurrence and Lawsuit filed by Plaintiff VILLAGE OF LOMBARD in Case No. 2010 L 26

and which is otherwise described in Plaintiff's Complaint at Law and all subsequent Complaints, Counterclaims and/or Third-Party Complaints in Case No. 2010 L 26.

10 It is understood and agreed that this Settlement Agreement and Mutual Release does not apply to any claims and causes of action that ComEd and PATRICK have against Old Republic Insurance Company for Old Republic's failure to provide a defense and indemnity to ComEd and/or PATRICK in the Lawsuit, including but not limited to those claims and causes of action asserted by ComEd and PATRICK in the Declaratory Judgment Action entitled *Patrick Engineering Inc., et. al. v. Old Republic Insurance Company*, filed in the Eighteenth Judicial Circuit, DuPage County, Illinois No. 2010 MR 001184. It is understood and agreed that ComEd and PATRICK retain all of their rights to recover attorneys fees, costs and indemnity against Old Republic Insurance Company, including but not limited to obtaining reimbursement for the attorneys fees and costs incurred by ComEd and PATRICK in the Lawsuit as well as obtaining reimbursement for the payments made by ComEd and PATRICK to the VILLAGE OF LOMBARD that are described in Section 5 above.

11. The Plaintiff VILLAGE OF LOMBARD and Defendants/Third Party Defendants ComEd and PATRICK acknowledge and agree that this Settlement Agreement and Mutual Release is a compromise of disputed claims and that the payments and other consideration provided are not to be construed as an admission of liability on the part of ComEd and PATRICK, by whom liability is expressly denied.

12. It is expressly understood and agreed that this Settlement Agreement and Mutual Release is a good faith settlement under the Illinois Joint Tortfeasor Contribution Act (740 ILCS 100/1, et. seq.) and is intended to cover all individuals and entities that could have been and/or

were sued in tort, contract, or other legal theory arising out of the Occurrence including, but not limited to, ComEd and PATRICK.

13. It is understood and agreed that pursuant to this Settlement Agreement and Mutual Release, the Lawsuit in Case No. 2010 L 26 is/will be dismissed with prejudice in its entirety, including all complaints, counterclaims, and third-party complaints. The Parties to this Settlement Agreement and Mutual Release agree to bear their own costs and attorney's fees whenever such fees and costs were incurred.

14. This Settlement Agreement and Mutual Release shall be construed and interpreted in accordance with the laws of the State of Illinois.

15. The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement and Mutual Release.

16. This Settlement Agreement and Mutual Release contains the entire agreement between the Parties and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. The terms of this Settlement Agreement and Mutual Release are contractual and not a mere recital.

17. This Settlement Agreement and Mutual Release may be executed in one or more counterparts each of which shall constitute one and the same agreement and may be executed by facsimile or other electronic signature, all of which shall be considered an original.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND FULLY UNDERSTANDS IT AND HAVE CONSULTED WITH HIS OR HER ATTORNEY REGARDING THE TERMS RECITED THEREIN.

Witness my hand and seal this 6th day of December, 2012.

VILLAGE OF LOMBARD

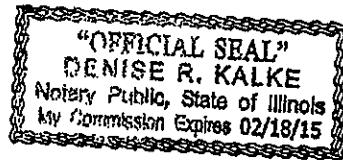
BY: [Signature]

Title: Acting Village President

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

On the 6th day of December, 2012, before me personally appeared an authorized signatory representative of the VILLAGE OF LOMBARD, to me known to be the person named herein who executed the foregoing Settlement Agreement and Mutual Release and acknowledged to me that VILLAGE OF LOMBARD voluntarily executed the same.

[Signature]
NOTARY PUBLIC



COMMONWEALTH EDISON COMPANY

BY: Walter Burch

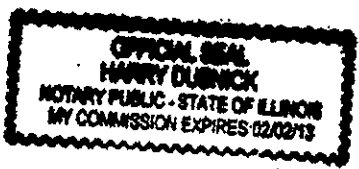
TITLE: Manager, Claims & Collections

DATE: 12-10-12

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

On the 10th day of December, 2012, before me personally appeared an authorized signatory representative of COMMONWEALTH EDISON COMPANY to me known to be the person named herein who executed the foregoing Settlement Agreement and Mutual Release and acknowledged to me that COMMONWEALTH EDISON COMPANY voluntarily executed the same.

[Signature]
NOTARY PUBLIC



PATRICK ENGINEERING INC.

BY: Jeffrey C. Schuh
TITLE: Sr. Vice President
DATE: Nov. 19, 2012

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

On the 19 day of November, 2012, before me personally appeared an authorized signatory representative of PATRICK ENGINEERING INC. to me known to be the person named herein who executed the foregoing Settlement Agreement and Mutual Release and acknowledged to me that PATRICK ENGINEERING INC. voluntarily executed the same.

[Signature]
NOTARY PUBLIC

