

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "**Assignment**"), dated as of 5:00 p.m. on November 12, 2014 is entered into and executed and delivered by and among Clark County Department of Public Works, a Washington Political Subdivision, whose address is 1300 Franklin Street, Vancouver, Washington 98660 (hereinafter called "**Assignor**"); Discovery Clean Water Alliance, a Washington Joint Municipal Utility Service Agency, whose address is 8000 NE 52nd Court, Vancouver, WA 98665 (hereinafter called "**Assignee**"); and Strong Capital VI, LLC, a Delaware Limited Liability Corporation, (hereinafter called "**Strong**");

WHEREAS, Assignor and Strong, or their respective predecessors-in-interest, entered into one or more agreement(s), each as amended or supplemented prior to the date hereof, and as more fully described on **Exhibit A** attached hereto and made a part hereof (collectively, the "**Agreement**"); and

WHEREAS, the parties desire to amend the Agreement in connection with the execution and delivery of this Assignment in order to, among other things, modify amend and supplement certain payment (including without limitation payment amounts and certain payment terms), liability and indemnification provisions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration in hand paid and delivered, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by each of Assignor, Assignee and Strong, the parties do hereby agree as follows:

1. Assignment. The Assignor, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby fully, completely and validly sells, assigns, conveys, transfers, sets over and delivers to the Assignee all of the Assignor's right, title, benefit, privileges and interest in, to and under the Agreement (the "**Assigned Rights**"), subject to the terms, conditions and limitations set forth therein. TO HAVE AND TO HOLD the Agreement and Assigned Rights unto Assignee and its successors and assigns forever.

2. Assumption. The Assignee hereby accepts the above assignment of the Assigned Rights and assumes agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations, terms, provisions, duties, obligations and conditions contained in said Agreement to be performed and observed by the Assignor, and assumes and agrees to timely pay and perform, honor, discharge and satisfy all duties, obligations and liabilities of Assignor arising out of or relating to the Agreement or Assigned Rights (the "**Assumed Liabilities**").

3. Effect of Assignment. Strong, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; provided, however, that such consent shall not be deemed or construed to authorize any further assignment of said Agreement, whether voluntary, by operation of law, or otherwise, without the prior written consent of Strong; provided, further, that as between the Assignor and Strong, neither this Assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform and observe fully and faithfully from and after the Effective Time (hereinafter defined) of this assignment all of the Assumed Liabilities contained in said Agreement to be performed by the Assignor, or to assume, and to timely pay and perform, all duties, obligations, and liabilities of Assignor arising out of or relating to the Agreement.

4. Administrative Processing Fee. Assignee shall pay to Strong an administrative processing fee in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) upon the execution and delivery of this Assignment by check.

5. Full Force and Effect; Entire Agreement; Amendment. Except as otherwise expressly provided in this Assignment, all other terms, conditions and provisions of the Agreement remain in full force and effect without amendment or modification. In the event of any conflict, inconsistency or incongruity between any provision of this Assignment (including without limitation **Exhibit B** attached hereto) and any provision of the Agreement, the provisions of this Assignment shall govern and control. This Assignment embodies the entire agreement among the parties relating to the subject matter hereof and may be amended only by an instrument in writing executed by an authorized officer of each party hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such condition(s) or obligation(s).

6. Severability. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

7. Acknowledgements. The Assignee hereby acknowledges the title in and to the Assigned Rights to be good and agrees never to assail or resist said title. The consummation of the assignment of the Assigned Rights and the assumption of the Assumed Liabilities pursuant to this Assignment shall be deemed Assignee's acknowledgement that it has had an adequate opportunity to make such legal, factual and other inspections, inquiries and investigations as it deems necessary, desirable or appropriate with respect to the Assigned Rights and Assumed Liabilities. Except as otherwise expressly set forth in this Assignment and the documents or instruments executed in connection herewith Assignee shall not be entitled to and shall not rely upon Strong's or Strong's agents with regard to, and Strong will not make any representation or warranty with respect to the legal status of the Assigned Rights and Assumed Liabilities or the condition of title to the Assigned Rights or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction, or any other matter affecting the Assigned Rights or Assumed Liabilities. Assignee is acquiring the Assigned Rights and assuming the Assumed Liabilities "as is and where is" with all faults.

8. Additional Terms. The parties hereto agree to the terms and conditions set forth on **Exhibit B**, attached hereto and made a part hereof.

This agreement shall be considered to be effective as of 12:00 a.m. on January 1, 2015 (the "**Effective Time**").

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in triplicate as of the date first above written.

Clark County Department of Public Works

By: [Signature]

Name: Heath Henderson

Title: Public Works Director

Date: 12/12/2014

Discovery Clean Water Alliance

By: [Signature]

Name: Ron Ganslow

Title: Chair, Board of Directors

Date: 12/12/2014

RAILROAD MANAGEMENT COMPANY, LLC

As agent for

STRONG CAPITAL VI, LLC

By: [Signature]

Name: Howard L. Armstrong III

Title: Manager

Date: 12/22/2014

EXHIBIT A

Agreements between Strong Capital VI, LLC and Clark County Department of Public Works, assigned to Discovery Clean Water Alliance:

License No.	Audit No.	Folder No.	Location City	Location County	Location State	Rental Section	Rental Amount	Termination Section
304699	40214980	304699	FELIDA	CLARK	WA	1.	\$160.78	9.

EXHIBIT B

1. (a) Licensee agrees to reimburse BNSF Railway Company ("**Railway**") (within thirty (30) days after receipt of bills therefor) for all costs and expenses incurred by Railway in connection with Licensee's use of the Premises or the presence, construction, and maintenance, and use of the properties described in **Exhibit A** (the "**Premises**"), including but not limited to the furnishing of Railway's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. The **estimated cost** for one (1) flagger is \$800.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. **Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.**
 - (b) Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Railway's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.contractororientation.com" (the "Safety Orientation") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
 - (c) Licensee shall notify Railway's Roadmaster at least five (5) business days prior to entering the Premises for any maintenance thereon.

2. This Section shall be added to the Agreement:

Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

2.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 (in the case of communication or electrical improvements ("**C&E**") or \$5,000,000 (in the case of pipeline improvements ("**Pipe**") each occurrence and an aggregate limit of at least \$4,000,000 (in the case of C&E) or \$10,000,000 (in the case of Pipe but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 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 or language, 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 Licensor.
Additional insured endorsement in favor of and acceptable to Licensor and Strong.
Separation of insureds.

The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

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 Licensor's employees.

No other endorsements limiting coverage may be included on the policy. The parties hereto agree that the improvements in the Agreement are [check one]:

- C&E
- Pipe

In the event no box is checked, the higher limits shall apply.

2.2 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.

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

Waiver of subrogation in favor of and acceptable to Licensor.
Additional insured endorsement in favor of and acceptable to Licensor.
Separation of insureds.

The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

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

Licensor's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, 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 Licensor.

2.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$2,000,000 (in the case of C&E or \$5,000,000 (in the case of Pipe) each occurrence and an aggregate limit of at least \$4,000,000 (in the case of C&E) or \$10,000,000 (in the case of Pipe). The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE. If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

Endorsed to include the Pollution Exclusion Amendment.
Endorsed to include the Limited Seepage and Pollution Endorsement.
Endorsed to include Evacuation Expense Coverage Endorsement.
No other endorsements restricting coverage may be added.

The original policy must be provided to Licensor prior to performing any work or services under this License.

Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

2.5 Pollution Legal Liability (PLL) Insurance.
Intentionally deleted, not required for this permit.

2.6 Other Requirements:

2.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

2.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

2.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

2.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

2.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor 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.

2.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

2.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

2.6.8 Not more frequently than once every five years, Licensor 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.

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

2.6.10 Failure to provide evidence as required by this Section 2 shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.

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

2.6.12 For purposes of this Section 2, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

3. Compliance with Laws, Rules, and Regulations.

3.1 Licensee 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 construction, maintenance, and use of the Pipeline and the use of the Premises.

3.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Railway's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.contractororientation.com" (the "Safety Orientation") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

3.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "Rights") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

3.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions

and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

3.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

4. Environmental.

4.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements 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, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

4.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Railway's property. Licensee agrees periodically to furnish Railway with proof, satisfactory to Railway that Licensee is in compliance with the provisions of this Section 4.

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

4.4 If Railway has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Railway may require Licensee, at Licensee'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 Railway's right-of-way.

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

5. (a) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL AND SHALL CAUSE ITS CONTRACTOR(S) TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS RAILWAY AND STRONG AND THEIR RESPECTIVE AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") 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, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
- (iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
- (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR
- (v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

- (b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANY LIMITATION HEREIN OR IN THE AGREEMENT, LICENSEE SHALL AND SHALL CAUSE ITS CONTRACTOR(S) TO NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILWAY IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMESIS FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT RAILWAY TO CLAIMS THAT RAILWAY IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL RAILWAY OR STRONG BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- (c) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, AND SHALL CAUSE ITS CONTRACTOR(S) TO REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR

SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE 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.

- (d) Upon written notice from Railway or Strong, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee 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.

PERSONAL PROPERTY WAIVER

6. ALL PERSONAL PROPERTY OF LICENSEE, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

Except as herein modified, the Agreement shall continue in full force and effect.