

APPENDIX A

E.ON ENERGY SERVICES, LLC – SERVICES TERMS & CONDITIONS

1. AGREEMENT-MATERIALS & SERVICES PROVIDED. These terms and conditions shall govern the provision of: (i) labor and services by Contractor (collectively, the “Services”) and (ii) goods, materials, parts and equipment (collectively, “Materials”) as described in the proposal (“Proposal”) to which it is attached. Upon acceptance of the Proposal Contractor shall furnish all supervision and labor and provide all Services and Materials (collectively, the “Work”), as described in the Proposal for the consideration (“Contract Price”) set forth in the Proposal. As used herein the terms: (i) “Agreement” shall mean the agreement between the parties to perform the Work which shall consist of the Proposal and these terms and conditions, together with any exhibits to the Proposal specifically referred to therein, (ii) “Project Site” shall mean location or site, as the case may be, where the Work takes place or is delivered as specified in the Proposal, and (iii) “Contractor” shall mean E.ON Energy Services, LLC, (iv) “Owner” shall be the entity or person to which the Proposal is addressed and (v) “Party” shall mean Contractor or Owner individually and “Parties” shall mean Contractor and Owner, collectively.

2. APPLICABLE LAW, AUTHORIZATIONS. Contractor represents that it is fully licensed and authorized to perform the Work where the Project Site is located and shall comply with all applicable law in performance of the Work. The Work shall be performed in compliance with all applicable codes and laws.

3. SCHEDULE AND FORCE MAJEURE.

(a) Schedule. Contractor agrees that time is of the essence in the performance of the Work. Contractor agrees to prosecute the Work with all due diligence and to complete the Work within the time stated in the Proposal (“Schedule”).

(b) Force Majeure. Contractor shall not be responsible or liable for, or deemed in breach of this Agreement because of any delay in the performance of its obligations pursuant to this Agreement due solely to circumstances beyond its reasonable control and without the fault or negligence of the part of Contractor, including, but not limited to, acts of God; unusually severe weather conditions; strikes or other labor difficulties; terrorism; war; riots; requirements, actions, or failure to act on the part of governmental authorities; accident; fire; or transportation delays or accidents, delay by Owner (such causes, collectively, “Force Majeure”); provided, however, Contractor shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance and provided further that Contractor shall promptly give verbal notification to of such Force Majeure to Owner. If Contractor’s performance is delayed due to Force Majeure, the Schedule shall be extended for a period of time reasonably necessary to overcome the effect of the delay and to the extent Contractor incurs costs as a result of Force Majeure, Contractor shall be entitled to an equitable adjustment of the Contract Price therefor.

4. CHANGE ORDERS. There shall be no changes or modifications to this Agreement (other than with respect to a change in Schedule or Contract Price pursuant to Section 3(b)), except by written change order signed by Owner and Contractor (“Change Order”). Contractor has no obligation to implement a change in any Work until receipt of a properly executed Change Order. Contractor shall be paid a pre-approved lump sum for Change Order work, or, if no agreement regarding price can be made, the actual cost of the changed work as determined by Contractor and a fee of not more than ten percent (10%) of the actual cost of the changed work required.

5. CONSIDERATION AND PAYMENT.

(a) Contract Price. Contractor agrees to perform the Work for the Contract Price specified in the Proposal.

(b) Monthly Submittals. Monthly or as otherwise agreed in writing or as otherwise set out in the Proposal, Contractor shall submit to Owner a request for payment (“Invoice”), for that portion of the Work completed during the previous month. Owner, on or before the last day of each month but no later than thirty (30) days after receipt of any

Invoice, shall pay to Contractor an amount equal to the undisputed value of the Work completed through the date of the Invoice as reflected therein.

6. INSURANCE. Where the Work includes the provision of Services, during the period that the Services included in the Work are being performed, Contractor shall procure and maintain in effect the insurance coverages specified in this Section 6. All insurance shall be placed with insurance companies authorized to do business in the jurisdiction in which the Project Site is located. The requirements of this Section 6 shall not apply where the Work is for the provision of Materials only.

(a) Insurance Required. Prior to commencement of the Services included in the Work, Contractor shall file with Owner one (1) valid, original Certificate of Insurance, evidencing that all required insurance is in force. The foregoing shall be executed by an authorized representative of the insurance company. All required insurance certificates shall identify the specific Work and related Project Site. Contractor shall not make any changes in or allow the required insurance coverages to lapse without Owner’s prior written approval. All insurance policies shall be endorsed to contain a provision giving Owner thirty (30) days prior written notice by registered mail of any cancellation of that policy or material changes in coverage.

(i) Worker’s Compensation – Such forms of insurance as are required by applicable laws covering claims resulting from injury, sickness, disability or death of the employees of Contractor, with statutory Workers compensation limits of One Million Dollars (U.S. \$1,000,000) per accident, One Million Dollars (U.S. \$1,000,000) for disease, and One Million Dollars (U.S. \$1,000,000) for each employee.

(ii) Comprehensive Automobile Liability Insurance – Coverage for the activities of Contractor under this Agreement on an “occurrence” basis, including coverage for owned, non-owned and hired automobiles for both bodily injury and property damage and containing appropriate no fault insurance provisions or other endorsements in accordance with applicable laws, with limits of One Million Dollars (U.S. \$1,000,000) per accident with respect to bodily injury, property damage or death.

(iii) Commercial General Liability – Coverage for the activities of Owner under this Agreement on an “occurrence” basis, including coverage for products and completed operations and contractual liability and at least as broad as that provided by the Commercial General Liability Coverage Form CG 00 01 published by the Insurance Services Office, with primary coverage limits of One Million Dollars (U.S. \$1,000,000) for injuries or death to one or more Persons or damage to property resulting from any one occurrence and a Two Million Dollars (U.S. \$2,000,000) annual aggregate limit. Policy exclusions which are not standard to the Commercial General Liability Coverage Form or are added by manual or manuscript endorsements and restrict coverage shall require prior Contractor approval.

(b) Subcontractors. In the event that any portion of the Services included in the Work are performed through the use of Subcontractors, Contractor shall require such Subcontractors to comply with the insurance requirements of this Section 6. Contractor shall contractually obligate Subcontractors, if any, to promptly advise Contractor of any lapse of the requisite insurance coverages, and Contractor shall promptly so advise Owner.

(c) Failure to Pay Premiums. If Contractor’s insurance is canceled because Contractor failed to pay its premiums or any part thereof, or if Contractor fails to provide and maintain certificates as set forth herein, Owner shall have the right, but shall not be obligated, to pay such premium to the insurance company or to obtain such coverage from other companies and to deduct such payment from any sums that



may be due or become due to Contractor, or to seek reimbursement for said payments from Contractor, which sums shall be due and payable immediately upon receipt by Contractor of notice from Owner.

(d) Additional Insureds. Except for Worker's Compensation, Contractor agrees with respect to all insurance provided or required in connection with this Agreement as specified below to endorse or require each policy to: (i) stipulate that such insurance is primary and is not additional to, or contributing with, any other insurance carried by, or for the benefit of Owner (also referred to in this Agreement as "Additional Insured"); (ii) waive any and all rights of subrogation against Additional Insured; (iii) for the insurance described in Section 2(a) (iii), name Additional Insured as an additional insured, and, (iv) for the insurance described in Section 6(b)(iii), contain a cross liability/severability of interest endorsement.

7. INDEMNIFICATION AND LIMITATIONS.

(a) Indemnity. Contractor agrees to indemnify, defend and hold harmless Owner, its officers, employees and agents (each, an "Owner Indemnitee") from and against any loss or expense by reason of physical damage to the property (including damage to roads or crops) of third parties, and bodily injury (including death) of any persons, including, without limitation, employees of Contractor and any of Contractor's subcontractors, arising out of Contractor's or its Subcontractors' performance hereunder, to the extent such damage or injury is alleged or finally determined to result directly from the negligence, gross negligence or willful acts of Contractor or its Subcontractors. Owner shall likewise indemnify, defend and hold harmless Contractor, its officers, employees and agents (each, a "Contractor Indemnitee") from and against any loss or expense by reason of physical damage to the property of third parties or bodily injury (including death) of any persons, including, without limitation, employees of Owner and any of Owner's other contractors, arising out of Owner's or its other contractors' performance hereunder or its or their other activities at the Project Site, to the extent such damage or injury is alleged or finally determined to result directly from the negligence, gross negligence or willful acts of Owner, its employees, affiliates, agents or other contractors. In the event such damage or injury is caused by the joint or concurrent negligence of Owner (or another Owner Indemnitee) and Contractor (or another Contractor Indemnitee), the loss or expense shall be borne by each Party in proportion to the degree of negligence of the respective Indemnitees. For purposes of Contractor's indemnity responsibility under this Section 7(a), no portion of the Project Site or any equipment of facilities of Owner on the Project Site shall be considered third party property. Each Party agrees to indemnify and hold harmless the other from and against any fines, penalties and associated legal expenses to the extent caused by non-compliance with applicable laws or non-payment of taxes which are the responsibility of the indemnifying party hereunder.

(b) Limitation on Liability. Notwithstanding the foregoing, Contractor and Owner agree that Contractor's maximum liability with respect to the indemnity set forth in Section 7(a) as to loss or expense arising out of performance of the Work described in the Proposal shall be the amount of the Contract Price, as amended by any Change Orders, agreed to for such Work.

(c) IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF PRODUCTIVE FACILITIES OR EQUIPMENT, LOST PROFITS, OR LOST PRODUCTION, WHETHER SUFFERED BY PURCHASER OR ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

8. WARRANTY. Contractor warrants to Owner that: (i) the Materials delivered in the performance of the Work under any given Work shall be free from defects in material, workmanship and title and (ii) the Services shall be performed in a competent, diligent manner. The foregoing warranties shall expire: (a) in the case of Materials, (i) if

Contractor installs the Materials, one (1) year after installation of the Materials, or (ii) if Contractor does not install the Materials, the earlier of one (1) year after first use of the Materials, or eighteen (18) months after the date of delivery, and (b) in the case of Services one (1) year after the performance of the Services. Any defect that is the basis for a warranty claim shall not be cause for any extension of the warranty period. If any failure of Materials or Services to meet the above warranties is discovered during the warranty period, Owner shall promptly notify Contractor in writing and promptly make the affected Materials available for correction. Contractor shall thereupon correct any defect by re-performing the defective Services and, at its option, repairing or replacing the defective Material(s). In fulfilling its warranty responsibilities as described in this Section 8, Contractor shall be responsible for the cost of de-installing the defective Materials in order to access Materials for warranty repair or replacement, but Contractor shall not be responsible for removal or replacement of systems, structures or parts of any portion of Owner's facility other than the portion of Owner's facility included in Work to be performed.

Notwithstanding the foregoing, all Materials manufactured by Contractor's third party suppliers carry only the warranty given by the supplier thereof, which warranty Contractor, at its option, will either assign to or will make available to Owner without recourse to Contractor. Contractor's obligation under this warranty with respect to Materials, and Owner's exclusive remedy for the breach thereof, shall be limited to Contractor's correction of any defect in Materials, by (a) providing repair or replacement part(s) for Materials, or (b) repairing defective part(s). In all cases Owner shall be responsible for providing Contractor with free and safe working access to defective Materials or Services as applicable.

The preceding paragraphs of this Section 8 set forth the exclusive remedies for all claims based on failure of or defect in the Materials and Services provided under this Agreement, whether the failure or defect arises before or during the applicable warranty period and whether a claim, however instituted, is based on contract, warranty, indemnity, tort/extra contractual liability (including negligence), strict liability or otherwise. The foregoing warranties and guarantees are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

9. TERMINATION. Either Party (the "Non-Defaulting Party") may terminate this Agreement if the other Party (the "Defaulting Party") (i) becomes Insolvent, (ii) commits a breach of a material non-monetary obligation of this Agreement and fails to cure the breach within thirty (30) days of notice from the Non-Defaulting Party; provided, however, that if the breach cannot be remedied within such period despite the Defaulting Party's best efforts to do so, the Non-Defaulting Party will not unreasonably withhold or delay its consent to an extension for an additional thirty (30) day period beyond the initial thirty (30) day cure period if remedial action was promptly instituted within the initial cure period, could reasonably be expected to result in a cure with such additional thirty (30) day period and the cure is diligently pursued by the Defaulting Party or (iii) where Owner is the Defaulting Party, fails to make a payment any portion of the Contract Price with respect to any given Work as required by this Agreement and fails to cure such payment failure within five (5) days of written notice from the Non-Defaulting Party. For any default other than a default in payment under Section 5, this provision for termination for default may only be exercised by notice in writing within ninety (90) days of the event(s) giving rise to the default and effective thirty (30) days from such written notice.

10. NOTICES. Any notices or other communications required by this Agreement or by law shall be in writing and shall be properly served when personally delivered to the respective Party at the addresses set forth in the Proposals, by either hand delivery, overnight mail, or certified mail, postage prepaid, return receipt requested, or when received by facsimile at the facsimile number set forth in this Agreement. Such notices shall be deemed to have been given when delivered in the case of in-hand delivery, on the date shown by a facsimile transmission report

or confirmation in the case of successfully completed facsimile transmission, on the date of delivery in the case of delivery service or on date of refusal if there is a refusal to accept. Either Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner provided in this paragraph.

11. SITE CONDITIONS AND HAZARDOUS MATERIALS.

(a) Hazardous Materials. Prior to Contractor commencing any Work at the Project Site, Owner shall (i) provide all applicable documentation that identifies any existing contamination of Project Site property and the presence of any Hazardous Materials, and (ii) allow Contractor, at its option, access to the Project Site to perform an evaluation thereof, provided, however, the conduct or non-conduct of any such evaluation shall not give Contractor any responsibility or liability with respect to Project Site conditions. "Hazardous Materials" shall include, but not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 *et seq.*, Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 *et seq.*, and all other environmental laws, rules and regulations as all of the above may be amended from time to time. If, at the Project Site, Contractor encounters Hazardous Materials (that it or its Subcontractors have not brought to the Project Site) that require special handling and/or disposal, Contractor shall be excused from performing its obligations hereunder with respect to the specific locations where such Hazardous Materials are encountered until Owner takes all steps required to legally eliminate such hazardous conditions so that Contractor's work under this Agreement may safely proceed. Owner agrees to properly dispose of all Hazardous Materials produced or generated in the course of Contractor's work at the Site.

(b) Impact of Hazardous Materials. If any such Hazardous Materials cause an increase in the scope of Contractor's work, or cost of, or the time required for, performance of Work under this Agreement, an equitable adjustment in the Contract Price and Schedule shall be made. Owner shall indemnify and hold Contractor harmless for any and all claims, damages, losses, causes of action, demands, judgments and expenses arising out of or relating to the presence of any Hazardous Materials which are: (i) present on the Project Site prior to the commencement of the applicable Contractor work event, or (ii) improperly handled or disposed of by Owner, or (iii) brought on to the Project Site or produced or released thereon by parties other than Contractor or its Subcontractors under this Agreement. Contractor shall indemnify and hold Owner harmless for any and all claims, damages, losses, causes of action, demands, judgments and expenses arising out of or relating to the presence of any Hazardous Materials which are: (i) improperly handled or disposed of by Contractor or its Subcontractors, or (ii) brought on to the Site or produced or released thereon by Contractor or its subcontractors under this Agreement.

(c) Varying Site Conditions. Contractor shall inform Owner if any of the following conditions are encountered in the course of Contractor's Work: (i) conditions at the Project Site differing materially from those disclosed by Owner, or (ii) previously unknown physical conditions at the Project Site differing from those ordinarily encountered and generally recognized as inherent in the work of the character provided in this Agreement. Owner shall promptly investigate the conditions described above. If any such condition causes an increase in Contractor's cost of, or the time required for, performance of any part of the Work, an equitable adjustment in the Contract Price and Schedule shall be made.

12. HEALTH AND SAFETY.

(a) Owner Safety Precautions. Owner will take necessary precautions for the safety of Contractor's personnel and personnel of its Subcontractors (all such personnel, "Contractor-Related Personnel") at the Project Site. This includes, but is not limited to, provision for review by Contractor of, and instruction by Owner on, Owner's safety practices, proper and safe handling and disposal of hazardous substances and protection of all Contractor Related

Personnel from exposure thereto, energization/ de-energization of all power systems (electrical, mechanical and hydraulic) using a safe and effective lock-out tag procedure, and conducting periodic safety meetings.

(b) Contractor Safety Audits. Contractor may, from time to time, conduct safety audits to ensure safe conditions exist and make recommendations to Owner concerning the same. Neither the conduct nor non-conduct of safety audits, nor the making of any recommendation by Contractor, shall relieve Owner of the responsibility for providing a safe working environment. If Contractor Related Personnel require medical attention, local Owner facilities will be made available to Contractor's personnel for the duration of such needs.

(c) Safety Suspensions. If, in Contractor's reasonable opinion, security or safety of Contractor Related Personnel or the safe execution of work is, or is apt to be, imperiled by security concerns, local conditions, or any event that would constitute an event of Force Majeure or other threats to safety or well-being of the Project Site or any individuals at the Project Site or Contractor Related Personnel or interests, Contractor may remove some or all of the Contractor Related Personnel from the Project Site and/or suspend performances of all or any part of its Services and/or evacuate Contractor Related Personnel. In the event of an evacuation, Owner shall assist in said evacuation. Any of the foregoing shall be considered to be the result of Force Majeure.

(d) Safety Compliance. Contractor shall comply with all relevant health and safety laws and regulations and the reasonable health and safety requirements established from time to time by Owner at the Project Site; provided, however, that if Owner imposes requirements which are over and above those required by the relevant health and safety laws and regulations and that materially impact Contractor's costs or performance, the Parties will negotiate appropriate amendments to this Agreement to address such impact, including an equitable adjustment in price and payment terms.

13. **RIGHT TO INSPECT.** Owner shall have the right but not the obligation at all reasonable times to inspect the Work. Contractor shall furnish all reasonable assistance and provide all reasonable facilities and access for such inspection and testing on Owner's premises, at Contractor's facilities, or at the facilities of any Subcontractor or subsupplier where any part of the Work is being developed. Such inspection by the Owner shall in no way relieve Contractor from its obligations under the Agreement.

(a) **CONFIDENTIALITY.** Any information disclosed by either Party in connection with this Agreement and designated in writing, by label, stamp or other written communication by the disclosing Party as "confidential" or "proprietary" at the time of disclosure (or within ten (10) days after verbal disclosure) shall be treated as "Confidential Information." The recipient Party agrees (i) to treat such Confidential Information as confidential and not disclose it to third parties other than such Party's and Subcontractors and the employees, agents and advisors (including, financial advisors, counsel and accountants) of such Party and its Subcontractors, and (ii) to restrict the use of such Confidential Information to matters relating to the recipient Party's performance of his Agreement. All copies of written Confidential Information will be returned to the disclosing Party upon request (i) except to the extent that an item of such information is designated to be retained by the recipient Party for archival or evidentiary purposes, and (ii) Contractor may retain one copy of Owner's Confidential Information until such time as all its liability under this Agreement terminates. The foregoing restrictions do not apply to Confidential Information which: (i) is or becomes generally available to the public other than from disclosure by the receiving Party, its representatives or its affiliates; (ii) is or becomes available to the receiving Party or its representatives or Affiliates on a non-confidential basis from a source other than the disclosing Party when the source is not, to the best of the receiving Party's knowledge, subject to a confidentiality obligation to the disclosing Party; (iii) is independently developed by the receiving Party, its representatives or affiliates, without reference to Confidential Information; (iv) is required to be disclosed by law, valid legal process or



a government agency; provided that the Party intending to make disclosure in response to such requirements or process shall promptly notify the disclosing Party in advance of any such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information; or (v) is approved for disclosure in writing by an authorized representative of the disclosing Party. The confidentiality obligations set forth in this Section 13 with respect to an item of Confidential Information shall expire two (2) years after termination or expiration of this Agreement

14. MISCELLANEOUS.

(a) Taxes. Unless otherwise indicated on the face of the Proposal, Owner agrees that all applicable federal, state, and local sales and use tax, customs taxes and excise duties are not included in the Contract Price and Owner shall reimburse Contractor therefor. Such taxes are the sole liability and obligation of Owner. Owner shall provide Contractor a copy of any applicable exemption certificate when requested by Contractor.

(b) Subcontractor. Contractor may subcontract any portion of its Work to its affiliates or third party subcontractors (each a "Subcontractor"). Any Subcontractor other than affiliate of Contractor is subject to the approval of Owner, which approval shall not be unreasonably withheld.

(c) Independent Contractor. At all times during the performance of the Work Contractor shall be and remain an independent contractor. The Contractor shall perform the Work under this Agreement according to its own means and methods, and the performance of the Work shall remain in the exclusive charge and control of the Contractor. It is expressly understood that the Owner does not directly hire any of Contractor's personnel or assume any liability therefore. Nothing herein shall be construed as creating a relationship of employer and employee between the Owner and Contractor, or between the Owner and any of Contractor's employees or agents. Contractor's employees shall be and remain employees of Contractor, and Contractor shall be responsible for payment of benefits and the entire compensation of each of Contractor's employees (or their beneficiaries), including employment taxes, unemployment compensation, and any similar taxes associated with employment. Contractor agrees, upon request of the Owner, that it shall furnish to the Owner evidence of payment of all wages and other compensation due such persons and evidence of compliance with all applicable laws and regulations. This Agreement is not exclusive. Contractor has no power or authority to act for, represent, or bind the Owner or any company affiliated with the Owner in any manner.

(d) Liens and Title. Title to: (i) all Materials shall pass to Owner when such Materials are installed or utilized in connection with the Work and (ii) Services shall pass as Services are performed. When the title of any Materials is transferred to Owner from Contractor Owner shall have good title to such Materials free and clear of all claims, liens or other encumbrances, other than any such liens or other encumbrances which may subsequently arise in connection Owner's failure to make payments as they become payable under this Agreement. Provided that Owner has paid Contractor all sums then due under this Agreement, Contractor covenants to defend Owner from and

against any and all lien claims against Owner in connection with the performance of the Work hereunder. Contractor agrees, at its sole expense, to discharge promptly, by bonding or otherwise, any such lien filed against Owner with respect to Materials or Services provided hereunder or any portion thereof by any such claimant.

(e) Risk of Loss. Risk of loss or damage to Materials supplied by Contractor to Owner shall be borne by Contractor prior to the time of delivery to the Project Site and by Owner upon and after the time of delivery to the Project Site.

(f) Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflicts-of-law thereof. Contractor and Owner hereby irrevocably consent and agree that any dispute arising out of this Agreement shall be resolved through litigation brought in the United States District Court for the Northern District of Illinois, Eastern Division and, if jurisdiction does not lie in the courts of the State of Illinois located in Chicago, Illinois, having jurisdiction, and by execution and delivery of this Agreement

(g) Interpretation/Forum. Section and/or paragraph headings are for reference only and do not interpret, define or limit the scope or content of this Agreement or any provision hereof and shall be given no legal effect in the interpretation of this Agreement. In the event of any conflict or inconsistency between the documents comprising the Agreement, the authority of the individual documents, relative to the other document, is, in descending order of authority, the Proposal, any Change Orders, these Terms and Conditions, any exhibits, riders and annexes attached hereto, drawings and specifications. No provision of this Agreement shall be interpreted more or less favorably towards either Party because its counsel drafted all or a portion hereof. If any provision of this Agreement is found to be invalid, all of the remaining provisions of this Agreement shall nonetheless remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(h) Assignment. Except for an assignment to an affiliate, Contractor shall not assign this Agreement to a third party without the prior written consent of Owner, which consent may be withheld in Owner's reasonable discretion. Owner shall not assign this Agreement without the prior written consent of Contractor, which consent shall not be unreasonably withheld or delayed; provided, that Owner has demonstrated, to the reasonable satisfaction of the Contractor that the proposed assignee's financial condition is adequate for purposes of satisfying Owner's financial obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

(i) Integration. This Agreement constitutes the entire agreement between the Parties and may be changed only by a written amendment executed by both Parties.

(j) Survival. The provisions of Sections 6, 7, 8, 11, 13, and 14(d) and 14(f) of this Agreement shall survive any termination or expiration of this Agreement