

AGREEMENT FOR ASSUMPTION OF RESPONSIBILITY  
FOR MONITORING WELLS

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1. This Agreement is entered into by ExxonMobil Oil Corp (hereinafter PARTY 1) and Shorewood Commons Limited Partnership (hereinafter PARTY 2).
2. PARTY 1 has been responsible for maintaining monitoring wells, identified as MW-9 and PZ-4, (hereinafter "the monitoring wells") on the property described in Exhibit A, which is incorporated herein by reference (hereinafter "the Property"). The location of the monitoring wells is shown on the map that is attached as Exhibit B, which is also incorporated by reference.
3. PARTY 2 would like to assume responsibility for the maintenance, testing, and final disposition of the monitoring wells.
4. Therefore, in consideration of mutual promises and obligations made herein, and based upon the foregoing, IT IS HEREBY AGREED AS FOLLOWS:
  - a) PARTY 2 shall assume responsibility for the monitoring wells beginning with the effective date of this Agreement, and shall be responsible after that date for the monitoring wells, including, but not limited to, the responsibility to inspect, maintain and repair the monitoring wells and to properly abandon (fill and seal) the monitoring wells when PARTY 2 no longer intends to conduct further groundwater monitoring at the monitoring wells. Maintenance and abandonment (filling and sealing) of the monitoring wells shall be in accordance with the requirements of chapter NR 141, Wisconsin Administrative Code. The monitoring well construction form(s) are attached as Exhibit C, incorporated herein by reference.
  - b) PARTY 2 agrees to save, hold harmless, defend and indemnify PARTY 1 and PARTY 1's officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury or death of any person or persons, and for loss or damage to any property occurring in connection with or arising out of the existence or the use of the monitoring wells.
  - c) PARTY 1 agrees to give permission to PARTY 2 and its employees, duly authorized representatives, agents and contractors, to enter upon the Property and have access at reasonable times to the monitoring wells.
  - d) PARTY 1 agrees not to damage or interfere with the use of the monitoring wells and agrees to notify third parties who plan to conduct any activity on the Property that the monitoring wells are not to be damaged or compromised.

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By: ExxonMobil Oil Corp (PARTY 1) Date: 6/23/2023  
By: Regan O'Brien, Project Manager

Regan O'Brien, agent and attorney-in-fact

By signing this document, Regan O'Brien asserts that she is duly authorized to sign this document on behalf of ExxonMobil Oil Corp

By: Shorewood Commons Limited Partnership (PARTY 2) Date: 6/6/23  
By: Flad Development & Investment Corp., its General Partner  
By: John J. Flad, President

John J. Flad

By signing this document, John J. Flad asserts that he is duly authorized to sign this document on behalf of Shorewood Commons Limited Partnership

Att: Exhibit A – Property description  
Exhibit B – Monitoring well location map  
Exhibit C – Monitoring well construction form(s)