

BILL OF SALE AGREEMENT

This **Bill of Sale Agreement** (the “**Agreement**”) dated May ____ 2023, (the “**Effective Date**”), between Village of Romeoville Fire Department. (“**Buyer**”), with its principal office at 18 Montrose Drive Romeoville, IL 60446, and Midwest Generation, Will County Generating Station LLC (“**Seller**”) located at 529 Old Romeo Rd, Romeoville IL 60446. Buyer and Seller hereby agree as follows:

- (1) **SELLER** expressly agrees that the material, parts, or equipment as described in Exhibit A hereto (the “**Material**”), is in an AS IS WHERE IS Condition, in accordance with the schedule set forth therein.
- (2) **BUYER** agrees to comply with the terms and conditions of this Agreement and perform its obligations set forth herein.
- (3) **DELIVERY.** Not applicable.
- (4) **PRICE.** In consideration of Seller performing hereunder, Buyer agrees to pay to Seller the aggregate amount of One Dollar (\$ 1.00) per Lot. Unless otherwise agreed to, this amount shall be due and payable at time of purchase and prior to the release of Material to Buyer. Payment may be made and delivered by a **check or cash**.

Seller’s prices do not include sales, use, excise, value-added or similar taxes. Consequently, in addition to the price specified herein, Buyer shall pay, or reimburse Seller for, the gross amount of any present or future sales, use, excise, value-added or other similar tax applicable to the price, sale or furnishing of any services hereunder, or in lieu thereof Buyer shall provide Seller with tax-exemption evidence acceptable to the taxing authorities.

- (5) **SELLER’S RESPONSIBILITY.** Seller’s sole responsibility hereunder shall be to make the Material available at Seller’s facility stated above in accordance with the terms and conditions hereof.
- (6) **TITLE.** Where Seller is selling material, parts, or equipment hereunder, Seller hereby provides this Bill of Sale for the purpose of title transfer.

Upon receipt of funds in the amount of \$1.00 from Village of Romeoville Fire Department (Buyer) to:

NRG Treasury
804 Carnegie Center
Princeton NJ 08540

(Seller), for good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby sell, transfer, assign, convey and deliver unto Village of Romeoville Fire Department (Buyer), all of its right, title and interest in and to the Material described herein.

SELLER WARRANTS THAT IT HAS AND IS TRANSFERRING GOOD AND VALID TITLE TO THE MATERIAL.

- (7) **DISCLAIMER. EXCEPT AS TO SELLER'S WARRANTY OF TITLE SET FORTH IN PARAGRAPH (6) ABOVE, BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE MATERIAL, (ii) THE SUITABILITY OF THE MATERIAL FOR ANY AND ALL ACTIVITIES AND USES, (iii) THE COMPLIANCE OF OR BY THE MATERIAL WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MATERIAL, (v) INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT TO THE MATERIAL; OR (vi) ANY OTHER MATTER WITH RESPECT TO THE MATERIAL OR WITH RESPECT TO INFORMATION OR DOCUMENTS PREVIOUSLY FURNISHED TO BUYER OR FURNISHED TO BUYER PURSUANT TO THIS BILL OF SALE, OR WITH RESPECT TO SELLER'S OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME. BUYER SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE MATERIAL AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR ITS AGENTS. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE MATERIAL OR THE USE THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF SELLER.**
- (8) **CONDITION. THE MATERIAL SHALL BE CONVEYED AND TRANSFERRED TO BUYER "AS IS" AND "WHERE IS, WITH ALL FAULTS." BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE HAS BEEN SPECIFICALLY NEGOTIATED AND ADJUSTED TO TAKE INTO ACCOUNT THE "AS-IS" NATURE OF THIS SALE AND THE INDEMNITIES, DISCLAIMERS AND WAIVER OF REPRESENTATIONS AND WARRANTIES AS STATED HEREIN.**
- (9) **LIMITATION OF LIABILITY. EXCEPT AS PROVIDED FOR IN PARAGRAPH (10) BELOW, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO THE OTHER OR ANY THIRD PARTY CLAIMING THROUGH IT FOR ANY REASON WHATSOEVER, INCLUDING AN ACTION BASED UPON CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE OR ENVIRONMENTAL CLAIM FOR AN AMOUNT IN EXCESS OF THE CONTRACT PRICE, PAYABLE HEREUNDER NOR FOR ANY SPECIAL CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OF ANY KIND.**
- (10) **INDEMNIFICATION.**

- (a) **BUYER AGREES TO INDEMNIFY AND HOLD SELLER, NRG ENERGY, INC., THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS, MEMBERS, SHAREHOLDERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ASSERTED AGAINST OR INCURRED BY ANY OF THEM AS A RESULT OF ACTS OR OMISSIONS OF BUYER, ITS CONTRACTORS, AGENTS, REPRESENTATIVES AND ANY SUCCESSORS OR ASSIGNS OF BUYERS BY REASON OF OR ARISING OUT OF THE OWNERSHIP, PHYSICAL CONDITION, MAINTENANCE OR OPERATION OF THE MATERIAL, BUYER'S PERFORMANCE HEREUNDER, OR BUYER'S INSPECTION OF REMOVAL OF THE MATERIAL.**
- (b) **IN NO EVENT SHALL SELLER BE LIABLE FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE MATERIAL OR ANY ASSOCIATED ITEMS, COST OF CAPITAL, COST OF PURCHASED POWER, COST OF SUBSTITUTE MATERIAL, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF BUYER FOR SUCH DAMAGES AND BUYER WILL DEFEND AND INDEMNIFY SELLER AGAINST ANY SUCH CLAIMS BROUGHT AGAINST SELLER, NRG ENERGY, INC., THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS, MEMBERS, AND EMPLOYEES.**
- (c) **TO THE MAXIMUM EXTENT PROVIDED BY LAW, THE INDEMNITIES SET FORTH IN THIS PARAGRAPH (10) SHALL APPLY NOTWITHSTANDING THE ACTUAL OR ALLEGED CONTRIBUTORY, PARTIAL, JOINT, COMPARATIVE, CONCURRENT OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR ANY OTHER INDEMNITEE.**
- (d) **BUYER SHOULD MAINTAIN INSURANCE THROUGH ALL PERIODS THAT BUYER OR ITS CONTRACTORS ARE PRESENT AT SELLER'S SITE TO TAKE POSSESSION OF THE MATERIAL. BUYER SHALL MAINTAIN THE INSURANCE SET FORTH IN EXHIBIT B.**
- (11) **GOVERNING LAW.** This Agreement is governed by the laws of the State of Illinois, without application of any conflicts of law principle that would direct the application of the substantive law of another jurisdiction. In the event of any litigation to enforce or interpret any terms of this Agreement such action shall be brought in the U.S. District Court for the Northern District of Illinois and the Parties hereby submit to the exclusive jurisdiction of said court.
- (12) **ENTIRE AGREEMENT.** This Agreement together with the ancillary documents identified in below represents the sole agreement between the parties, merging and superseding all prior agreements oral or written. This agreement shall consist of this Agreement and the following documents: Exhibit A and Exhibit B.
- (13) **BINDING, COUNTERPARTS, EFFECTIVENESS, NOTICES.** This Agreement shall be binding upon the parties hereto and cannot be assigned, amended or modified except in

writing agreed to by the parties. This Agreement may be executed in counterpart, and each such counterpart shall be deemed an original. This Agreement shall be effective as of the date first written above, upon Seller's receipt of a signed counterpart hereof or facsimile thereof to be followed by a second counterpart. Notices shall be sent to the parties at the address indicated above, sent by certified U.S. Mail, return receipt requested.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

***Will County Generating Station
529 Old Romeo Rd.
Romeoville IL 60446***

Village Of Romeoville Fire Department

By: _____
Agent on Behalf of (Seller)
Name: Charles Hart
Title: Strategic Sourcing Manager
NRG Supply Chain

By: _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF MATERIALS
As Is Where Is

1 EA LOCOMOTIVE 1802

EXHIBIT B

INSURANCE

Buyer shall purchase and maintain such insurance as will protect Buyer and Seller from the losses or claims which may arise out of or result from liabilities that Buyer or Seller may incur related to Buyer's performance or obligations to perform under this agreement, specifically to include liabilities associated with the purchase of Material/assets once the Buyer has assumed title to the aforementioned Material/assets, whether such performance be by Buyer or by anyone directly or indirectly employed by Buyer, or by anyone for whose acts Buyer may be liable: (a) The Buyer shall maintain insurance written in the kinds and minimum limits of liability specified below: 1) Workers' Compensation (WC) - Statutory, including temporary, leased and casual workers. Employer's Liability (EL) - \$1,000,000 2) Commercial General Liability (GL) - \$2,000,000 per occurrence for Bodily Injury, including death, Property Damage, and Personal Injury, and a \$2,000,000 Aggregate. Inclusions on the GL Policy: Contractual Liability (to include hold harmless coverage); Broad Form Property; Independent Contractors; Premises and Operations; Products & Completed Operations; and, no exclusion for X.C. & U. 3) Automobile Liability (AL) - \$1,000,000 Combined Single Limit, including coverage for owned, non-owned and hired vehicles. Inclusions: Either GL or AL Policy must provide liability coverage that extends coverage for mobile equipment. Buyer shall be allowed to satisfy the \$2,000,000 per occurrence limit on the General Liability policy with the combination of a \$1,000,000 per occurrence primary General Liability policy and a \$1,000,000 Excess Liability policy. (b) NRG Energy, Inc., Seller, their respective subsidiaries, affiliates, directors, officers, managers, members, and employees of each, shall be included as Additional Insured's on Buyer's GL and AL policies for injury or damage arising out of, resulting from, or in connection with, Buyer's performance of this Agreement. The Additional Insured status noted in this Exhibit shall be specifically endorsed to Buyer's policies, and with respect to the General Liability Policy shall extend to both ongoing and completed operations, to the extent permitted by law. The insurance provided by Buyer shall be primary, without right of contribution, with respect to any similar insurance being maintained by, or available to, Seller or NRG Energy, Inc. Waiver of Subrogation shall be provided pursuant to this written contract for all Insureds and Additional Insureds with respect to each of the coverages noted in this Exhibit, specifically including the Workers' Compensation insurance. (c) Buyer shall furnish Seller certificates of insurance acceptable to Seller evidencing the required coverage, as well as any other terms and conditions as specified in this Agreement, prior to the effective date hereof. Coverages afforded under the policies shall not be canceled until thirty (30) days prior written notice has been provided to Seller by Buyer or by Buyer's insurance agent or broker. The failure by Buyer to provide Seller with Certificates of Insurance, or Seller to insist upon Certificates of Insurance, shall not be deemed a waiver of any rights of Seller under this Agreement. The inclusions, coverage and limits set forth herein are minimum inclusions, coverage and limits, and shall not be construed as a limitation of Seller's rights under the noted policies, or other policies being maintained by Buyer. Buyer is responsible for determining what additional coverage, terms or limits are required to perform this Agreement, even though those requirements may be in addition to, in excess of, the minimum requirements set forth herein.