

## CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

Each of the parties contract and agree as follows:

1. Definitions. The following defined terms shall have the meaning stated:

(a) The term “Claims” means any and all theories of recovery, whether known or unknown, foreseen or unforeseen, recognized by the law of any jurisdiction and comprehensively includes, but is not limited to, actions, causes of action, demands, liability, suits, and judgments, whether arising in admiralty, equity, or under the common law or any contract or any statute, arising out of or as a result of the alleged soil and groundwater contamination allegedly attributable to the Wood River Refinery. The term “Claims” also includes, but is not limited to, all theories pled or that could have been pled against the Released Parties in the matter entitled [ACTION] (the “Lawsuit”).

(b) The term “Damages” means any and all elements of relief or recovery, whether known or unknown, recognized by the law of any jurisdiction and comprehensively includes, but is not limited to, damages for property damage, loss of use and enjoyment of property, and medical monitoring, all consequential damages related to any of the foregoing, and punitive damages. The term “Damages” also includes, but is not limited to, all types of relief sought or that might have been sought in the Lawsuit.

(c) The term “IEPA” means the Illinois Environmental Protection Agency.

(d) The term “Plaintiff” means (i) [NAME], acting individually and on behalf of [his/her] creditors, lien-holders, executors, administrators, heirs, successors, beneficiaries, and assigns; and (iii) in all capacities in which [he/she] might have asserted Claims in the Lawsuit, or against Released Parties.

(e) The term “Released Parties” means each of the following: Shell Oil Company, Equilon Enterprises, LLC, d/b/a Shell Oil Products US, and Equilon Enterprises, LLC, and all of their past, present and future parent companies, subsidiaries, affiliated companies, divisions, and joint ventures, and their past, present, and future directors, officers, partners, shareholders, members, employees, agents, contractors, attorneys, insurers, assigns, predecessors, successors, related entities, and their heirs, and anyone claiming by or through them.

(f) The term “Study Area” means that area located in the portion of the Village of Roxana, Illinois referred to by the IEPA to include the area enclosed by commencing at the southwest corner of South Central Avenue and Rand Avenue (the “Beginning Point”), extending north along the east side of South Central Avenue to the south side of the alley between First Street and East Tydeman Avenue, then extending east along the south side of the alley to South Chaffer Avenue, then extending south to a point due east of the Beginning Point, then extending west to the Beginning Point.

2. Complete and General Release and Excluded Claims.

(a) In consideration of the dollar sums described immediately hereinafter, and of other good and valuable consideration, receipt of which is hereby acknowledged, Plaintiff

presently, generally, fully, finally, and forever, releases, acquits and discharges each of the Released Parties from any and all Claims, and from any and all Damages, directly or indirectly arising from or in connection with any of the following: (i) Shell's operations of the Wood River Refinery; (ii) the past, present and future environmental condition of the Wood River Refinery, the IEPA Study Area and surrounding areas, and/or Plaintiff's property; (iii) Shell's past, present, and future remediation and site closure activities at these areas conducted in order to satisfy requirements of Shell's RCRA permit and/or to satisfy the regulations and requirements of the IEPA; (iv) activities related to, associated with, or in any way connected to the Lawsuit and the facts and circumstances alleged therein; (v) any event, cause or matter which in whole or in part, is or could have been, the subject of the Lawsuit; or (vi) any other acts and/or omissions of Released Parties.

(b) Claims for sudden and unexpected property damage arising in the future and solely from and during the course of the Released Parties' future remediation activities are excluded from the release provided, however, that any damages recoverable for sudden and unexpected events above shall be limited to the costs to repair or remediate any actual property damage. Damages may not include attorneys' fees or punitive damages or diminution in value. Damages must be material and substantial and will be limited to those incurred in the future as a result of sudden and unexpected events, and not attributable to the environmental conditions that are the subject of the Lawsuit.

(c) Plaintiff also specifically reserves personal injury and wrongful death claims. In signing this Agreement, Plaintiff represents that, to the best of [his/her] knowledge, [he/she] has not developed, and does not now have, any sickness or injury caused by, or resulting from, exposure to contamination or other substances which the Released Parties caused or for which the Released Parties are legally responsible.

### 3. Payments.

Upon execution of this agreement, Shell agrees to pay to [PLAINTIFF'S COUNSEL] and Plaintiff the sum of [\$XXX]. Plaintiff understands and agrees that this payment will be in the form of a check made payable to her attorneys [PLAINTIFF'S COUNSEL] only and any amounts due to her will be paid to her by her attorneys (PLAINTIFF'S COUNSEL) from the aforementioned amount. Plaintiff agrees that the [\$XXX] referenced above represents the entire amount of compensation [he/she] will receive from Released Parties, including but not limited to (a) all compensation for damages [he/she] claims in the Lawsuit, (b) all of [his/her] attorney's fees, and (c) all outstanding costs, expenses and fees resulting to [him/her] or incurred by or on Plaintiff's behalf in connection with the Claims, the Lawsuit, or the settlement set forth herein.

### 4. Additional Obligations and Responsibilities of Plaintiff. Plaintiff further agrees to the following terms and conditions:

(a) The Released Parties shall have the sole and exclusive right to determine how any IEPA-directed remediation and site closure should be completed; to negotiate with IEPA and any other regulatory agencies, whether federal, state or local; and to hire, contract, or employ any agents or contractors to perform the investigation, remediation and site closure at or in connection with the Wood River Refinery, the Study Area, neighboring properties and

surrounding areas allegedly affected by the Wood River Refinery. Plaintiff and [his/her] authorized representatives and/or retained consultants agree to work with the Released Parties in good faith and to fully cooperate in – and not object to, interfere with, or in any way attempt to adversely influence – the Released Parties’ ongoing investigation, remediation and site closure activities. Plaintiff agrees to waive and release any rights to (i) challenge any proposal by the Released Parties to IEPA, or (ii) to make requests of, or challenge any decision of, IEPA in evaluating and approving the Released Parties’ investigation, remediation and site closure activities.

(b) Plaintiff hereby acknowledges any Groundwater Management Zone established or to be established by regulatory authorities (such as IEPA) in connection with the Released Parties’ ongoing and future remediation activities in or around the Village of Roxana.

(c) To the extent required to satisfy regulatory requirements Plaintiff will permit access to [his/her] property by the Released Parties, their contractors, and/or the appropriate regulatory authorities at reasonable times to be mutually agreed upon to perform remediation activities including: (i) monitoring and/or (ii) engaging in remedial or mitigation activities including inspections, and/or (iii) performing vapor intrusion assessment and/or mitigation activities.

(d) Plaintiff agrees that if [he/she] constructs future structures or modifies existing structures, [he/she] will comply with the design criteria set forth in 35 Illinois Administrative Code Part 742. Specifically, any future constructed building or modification of existing building as defined in 35 Illinois Administrative Code Part 742 must contain either: (i) a full concrete slab-on-grade floor, or (ii) a full concrete basement floor and walls with no sumps. In either case, the as-constructed concrete or modified floor shall have a minimum thickness of four (4) inches. Further, in the event such future constructed or modified building is within five (5) feet of soil and groundwater contamination exceeding the most stringent applicable Tier 1 remediation objections applied by the IEPA, then properly maintained Building Control Technology meeting the requirements of 35 Illinois Administrative Code Part 742, Subpart L must be implemented and operated.

(e) Plaintiff agrees to disclose to purchasers of [his/her] property that the property is in an area (or is in close proximity to an area) that may be subject to an IEPA directed remediation; such disclosure to be made via the form required by the Illinois Residential Real Property Disclosure Act.

5. Warranties. Plaintiff agrees, represents, and warrants that:

(a) The payment described above, paid in consideration for this Confidential Settlement and Release Agreement is the sole consideration for its execution hereof and is paid by or on behalf of the Released Parties in full satisfaction of all Damages accruing to Plaintiff and of all Claims of Plaintiff in all possible capacities, against the Released Parties as described in the Release stated above.

(b) The individual who has signed this Confidential Settlement and Release Agreement is legally and mentally competent to sign this Agreement, is duly authorized and

empowered to bind any individuals or entity for which he or she has signed this Agreement below, and possesses all requisite consents, approvals or authorizations to execute and deliver Agreement in all capacities stated herein.

(c) Plaintiff agrees that this Confidential Settlement and Release Agreement is entered into in good faith after arduous, arms length negotiations and that the Plaintiff has no objection to the entry of an Order pursuant to 740 ILCS 100/2 and the dismissal of the Released Parties with prejudice.

(d) Subject to paragraph 5 below: (i) Plaintiff and [his/her] attorneys presently own 100% of the Damages and of the Claims released by this Agreement and that no other person or entity owns any interest therein by assignment, lien, subrogation or otherwise; (ii) Plaintiff and [his/her] attorneys have not in any way assigned or otherwise transferred to any person or entity any interest in the Damages or Claims released by this Agreement; and (iii) Plaintiff and [his/her] attorneys presently possess the exclusive right to receive all of the consideration paid for as stated in this Agreement.

(e) This Confidential Settlement and Release Agreement is not and shall never be construed as an admission of liability or fault or wrongdoing by any of the Released Parties, each of whom specifically denies any liability or fault or wrongdoing, but instead reflects a settlement and accord and satisfaction of contested, and disputed matters, by which the Released Parties have forever bought their peace;

(f) Plaintiff and [his/her] attorneys and Released Parties will hold confidential, and will not disclose to any other person or entity, save only pursuant to subpoena or court order or other legal requirement or tax purposes, the terms of this Confidential Settlement and Release Agreement or the sum paid in consideration therefore. The parties also understand that one or both of them may be required to advise the Court of the settlement amount reflected in this Agreement at Shell Oil Company and Equilon Enterprises, LLC's Motion for Good Faith Finding. No monetary consideration was paid for this confidentiality provision and mutual promises of confidentiality are the consideration paid for this provision. Communications and documents generated during the settlement discussions shall remain confidential.

(g) Plaintiff and [his/her] attorneys agree that, within ninety (90) days of execution of this Agreement or dismissal of the Lawsuit, whichever is earlier, they will certify in writing that any and all documents and other information produced to them in the Lawsuit, including copies shared with any third parties, have been destroyed. The Parties shall treat all such documents and other information as confidential, regardless of designation, and will protect the same from disclosure pending destruction.

## 6. Medicare.

(a) Plaintiff acknowledges and agrees that the parties hereto have taken reasonable steps to protect the interests of Medicare.

(b) Plaintiff's Counsel have sought and obtained a "no lien" letter from the Centers for Medicare and Medicaid Services ("CMS") indicating that the Released Parties have no reporting obligation to CMS and that CMS will not assert Medicare Part A and/or Part B fee-for-

service Medicare Secondary Payer (“MSP”) Recovery against the settlements of the members of the Settlement Class and/or the Non-Class Plaintiffs. The Parties understand and agree that the “no-lien” letter applies to Plaintiff.

(c) Plaintiff acknowledges and agrees that it is [his/her] responsibility, not the responsibility of the Released Parties, their attorneys or insurer(s), to reimburse Medicare out of the settlement funds received by Plaintiff in settlement of the Lawsuit or satisfaction of the Claims for conditional payments, if any, made by Medicare for or on behalf of Plaintiff.

(d) Plaintiff understands and agrees that if [he/she] fails to withhold an adequate amount of the settlement funds to reimburse Medicare for conditional payments, then it is [his/her] responsibility, not the responsibility of the Released Parties, the Released Parties’ insurer(s) and/or the Released Parties’ attorneys to pay Medicare any additional money that it may be owed.

7. Indemnity.

In further consideration for the Agreement, the Released Parties rely on the following Indemnification Agreement made by Plaintiff:

(a) Plaintiff agrees to indemnify the Released Parties up to the amount of consideration paid for this release from any and all past, present and/or future liabilities, claims, liens and/or requests for reimbursement and/or payment of medical expenses including, but not limited to, any and all claims asserted by Medicare, the CMS, any entity/governmental agency and/or entity on behalf of any governmental agency against the Released Parties in connection with the Claims or the Lawsuit including, but not limited to, claims arising out of the “Medicare Secondary Payer Rules”, the “Medical Recovery Act,” or otherwise. Plaintiff expressly acknowledges that all obligations to pay and satisfy such claims, liens and/or requests for reimbursement and/or payment of medical expenses are [his/her] own and not that of Released Parties or Released Parties’ attorneys.

(b) In agreeing to this Agreement, the Released Parties and their attorneys are relying on the representations of Plaintiff and Plaintiff’s counsel regarding Plaintiff’s Medicare status and the actions Plaintiff and Plaintiff’s counsel have represented they have taken and/or will take to satisfy any and all Medicare claims and interests pertaining to the matters made the basis of the Claims or which are the subject of the Lawsuit.

8. Governing Law.

This Settlement Agreement shall be governed by Illinois law and contains the entire agreement of the parties, all prior negotiations, statements, or representations being superseded and displaced by this instrument. All of the definitions, provisions, and terms hereof are contractual and are not mere recitals.

9. Tax Responsibility.

Each Party shall be solely responsible for any tax consequences incurred by it as a result of this settlement.

10. Dismissal With Prejudice.

Plaintiff shall not object to and agrees that the Released Parties may have an Order of Dismissal with Prejudice entered in their favor with the Circuit Court in the Lawsuit.



**ATTORNEY'S RELEASE AND AFFIDAVIT**

For and in consideration of the receipt of my attorney's fees and expenses out of the sums described above, I agree, represent, warrant and covenant:

1. I am the attorney of record for Plaintiff;
2. I believe this settlement is fair, proper and in the Plaintiffs best interest;
3. My associate fully explained and recommended the foregoing Confidential Settlement and Release Agreement to my client who is fully competent to execute this instrument, and who stated that [he/she] understood this instrument, including the existence and nature of all the claims involved in the settlement of the litigation and the total amount paid in settlement.
4. I approve of the form and substance of this Agreement;
5. I and my law firm release the Released Parties from any claim I or my law firm may have by reason of assignment from Plaintiff of any interest in any Claims.

**[Plaintiff's Counsel]**

By: \_\_\_\_\_  
One of Plaintiff's Attorneys

SUBSCRIBED AND SWORN TO BEFORE ME, this \_\_\_\_ day of \_\_\_\_\_,  
2017.

\_\_\_\_\_  
NOTARY PUBLIC, State of Illinois

\_\_\_\_\_  
Printed Name

My Commission expires: \_\_\_\_\_