

## LETTER OF INTENT

This Letter of Intent (“LOI”) is entered into among Northern Indiana Public Services Company, LLC (“NIPS CO”), Town of Munster (“Munster”), and Town of Highland (“Highland”) effective November 1, 2019 (“Effective Date”). NIPSCO, Munster, and Highland are individually known as a “Party” and collectively “Parties”.

### STATEMENT OF FACTS

- A. Munster and Highland desire to extend a bike trail (“Project”) over NIPSCO owned real estate which includes the necessity of constructing two (2) bridges over the Hart and Cady Ditches.
- B. The Town of Highland and Munster have either already submitted or will submit one or more applications to the Indiana Department of Natural Resources (“IDNR”) to obtain resources to support the Project (“Grant”).
- C. In order to be a successful recipient of the Grant the NIPSCO portion of the Project is an important component.
- D. The purpose of this LOI is to signify the support of NIPSCO for the Project and its intention to work in good faith to help the Project succeed.
- E. The Parties acknowledge details of the Project need to be finalized and any legally binding agreement of the Parties can not be possible until further discussions occur and definitive and legally binding agreements are executed by all Parties.

The Parties therefore enter into this non-binding Agreements as follows:

1. **INCORPORATION OF STATEMENT OF FACTS.** The Statement of Facts are incorporated into the operative provisions of this LOI as if fully set out herein.
2. **SUPPORT FOR THE PROJECT.** The Parties by this LOI signal their support for the Project and for any application to IDNR which has been or will be filed to obtain grants to partially or fully fund the Project.
3. **OBLIGATIONS OF THE PARTIES.** The Parties acknowledge this LOI is not a legally binding agreement, but nonetheless should signify among the Parties and to third Parties, including but not limited to IDNR of the Parties’ intent to work towards a binding Definitive Agreement which fully details the specifications of the Project and the legal obligations of the Parties with regard to the Project.

4. **RESERVATION OF RIGHTS.** Each of the Parties have certain legal rights, personal and real with regard to certain components of the Project and reserve the right to protect and maintain those rights as part of any Definitive Agreement executed among the Parties.


5. **TERM OF THE LOI.** This LOI shall terminate upon the execution of a Definitive Agreement for the Project executed by the Parties or upon thirty (30) days written notice provided by any Party to the Parties.

*[SIGNATURE PAGE TO FOLLOW]*

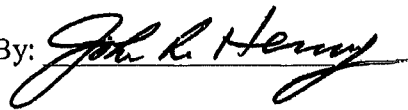
TOWN OF MUNSTER

By: \_\_\_\_\_

TOWN OF HIGHLAND

By:  \_\_\_\_\_

NIPSCO

By:  \_\_\_\_\_