

**ExxonMobil Pipeline Company LLC**

22777 Springwoods Village Parkway

E2.2B.334

Spring, Texas 77389

(346) 502-1912 Telephone

**Jason Jones**

Manager, Right-of-Way &amp; Claims



2/2/2026

**Right-of-Way Consent Agreement ("Consent Agreement")****RE: Expanding road lanes on Cordova Road**

Kevin Larney on behalf of the City of Seguin  
6105 Tennyson Pkwy Suite 210  
Plano, TX 75024

Gentlemen:

1C#3932

**Request ID: RIT22026661**

ExxonMobil Pipeline Company LLC ("EMPCo") has reviewed the proposed plans to expand Cordova Road in Seguin, Texas, from a two-lane roadway to a four-lane roadway over EMPCo's pipeline (29.628364, -97.995086). As a condition of EMPCo's approval, a separate reimbursable agreement—providing for 100% reimbursement of all costs incurred by EMPCo—will be required. This agreement will cover all necessary work, including but not limited to the extension of the existing pipeline casing and the relocation or adjustment of vent pipes situated on both the north and south sides of Cordova Road. As you are aware, EMPCo owns and/or operates petroleum, petroleum products and chemicals pipelines that must be protected from external damage and maintained in accordance with EMPCo, State and Federal standards to protect the safety of the public and the environment. In order to do this, EMPCo has developed certain terms and conditions that must be agreed to by anyone intending to construct facilities on or within our rights of way. EMPCo consents to the improvements below provided City of Seguin agrees to the following terms and conditions:

1. City of Seguin and its contractors agree to conduct all activities and operations on, in, over, under, through or near EMPCo's easement in a manner that will not unreasonably interfere with EMPCo's operation or maintenance of its pipelines in the easement or pose a hazard to the pipelines. City of Seguin recognizes its use of the easement area will always be subject to the prior rights of EMPCo to utilize any and all portions of its easement, in any manner consistent with the terms of the Easement. Any change or deviation in the proposed design, layout or construction of the Improvements, which affects EMPCo's easement, excluding changes required by EMPCo, shall first be reviewed and consented to by EMPCo before any work or activity shall take place on, in, over, under or through the easement. Failure to do so voids this consent. Should EMPCo acquire updated data to its facilities and/or condition of the easement from the time consent is granted, but prior to construction of improvements that poses a hazard should the improvements be installed, EMPCo reserves the right to void consent to the improvements, requiring City of Seguin to pay for any mitigation costs should the design of the improvement(s) not be able to be adjusted. No facilities, fittings, appurtenances, fixtures or improvements, except for those described in the introductory paragraph of the Consent Agreement as Improvements, may be placed on, in, under, over, or through the easement, without express written consent from EMPCo.
2. City of Seguin or its contractors will contact **EMPCo's Antonio Alaniz at (281) 428-6789** a minimum of 72 hours prior to performing any activity within the easement, provided however that in the event of emergency operations, such notice may be given as soon as reasonably possible.
3. Excavating or digging within the easement is prohibited without prior consent and an EMPCo inspector on site, except in the event of an emergency, per paragraph 2 of this Agreement.

4. In the event EMPCo shall excavate its pipelines for any reason consistent with the terms of the Easement, or should additional pipelines be installed within the easement, City of Seguin and its successors and assigns will, at its sole expense be responsible for repairing any damage to the Improvements resulting therefrom. Further, EMPCo shall be liable for any business interruption, business loss, loss of revenue, or loss of income, that may result due to the operation, maintenance, repair, replacement, installation, removal, or any pipeline related work within EMPCo's pipeline easement.
5. To the extent permitted by law, City of Seguin, AND ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, DEFEND, RELEASE AND HOLD EMPCO (INCLUDING ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, AND ASSIGNS) HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DEMANDS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, TYPE, AND CHARACTER ARISING OUT OF OR ASSOCIATED WITH THE CONSTRUCTION, EXISTENCE, MAINTENANCE, REPAIR AND REMOVAL OF THE IMPROVEMENTS, WHICH ARE ASSERTED BY ANY PERSON OR ENTITY INCLUDING, WITHOUT LIMITATION, EMPCO'S AND City of Seguin's EMPLOYEES FOR PERSONAL INJURY, DEATH, OR LOSS OF OR DAMAGE TO PROPERTY.
6. City of Seguin and its successors and assigns, shall be liable for damages to EMPCo's pipelines or properties resulting from or occurring out of the City of Seguin's construction, operation, maintenance, repair, and existence of the Improvements.
7. Because the Improvement(s) to be placed in EMPCo's easement by City of Seguin will obstruct EMPCo's access to its pipelines and impede its use of the easement, City of Seguin agrees to reimburse EMPCo for the reasonable costs of EMPCo's maintenance/construction expenses incurred as a result of the Improvement(s) being placed in the easement. EMPCo agrees to review maintenance/construction plans with City of Seguin and to subsequently provide invoices documenting the additional expenses incurred.
8. City of Seguin shall be responsible for repairing any damage to pipeline coating resulting from its operations, and such repairs shall be completed prior to commencement of backfill.
9. City of Seguin agrees that the terms, conditions and obligations of this Consent Agreement shall be made known to all successors, assigns or transferees of any interest in the property covered by this agreement. All successors, assigns or transferees of any interest in the subject property shall be bound by the terms, conditions and obligations contained herein.
10. City of Seguin agrees to those pertinent terms and conditions outlined in the attached form, titled "ExxonMobil Pipeline Company LLC Right-of-Way Restrictions", attached hereto. If the ExxonMobil Pipeline Company LLC Right-of-Way Restrictions conflict with any of the provisions in this Consent Agreement, the Consent Agreement provisions will apply.

City of Seguin agrees that EMPCo's consent is adequate consideration for City of Seguin's obligations hereunder. EMPCo's consent shall not be deemed to be an approval of the manner in which City of Seguin performs the work described herein. Please indicate City of Seguin's acceptance of the foregoing terms and conditions by signing this letter in the space provided below and returning one original to me at the above letterhead address.

Very truly yours,

Jason Jones  
Manager, Right-of-Way & Claims

AGREED TO AND ACCEPTED THIS \_\_\_\_\_.

City of Seguin

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

Title: \_\_\_\_\_

In Process

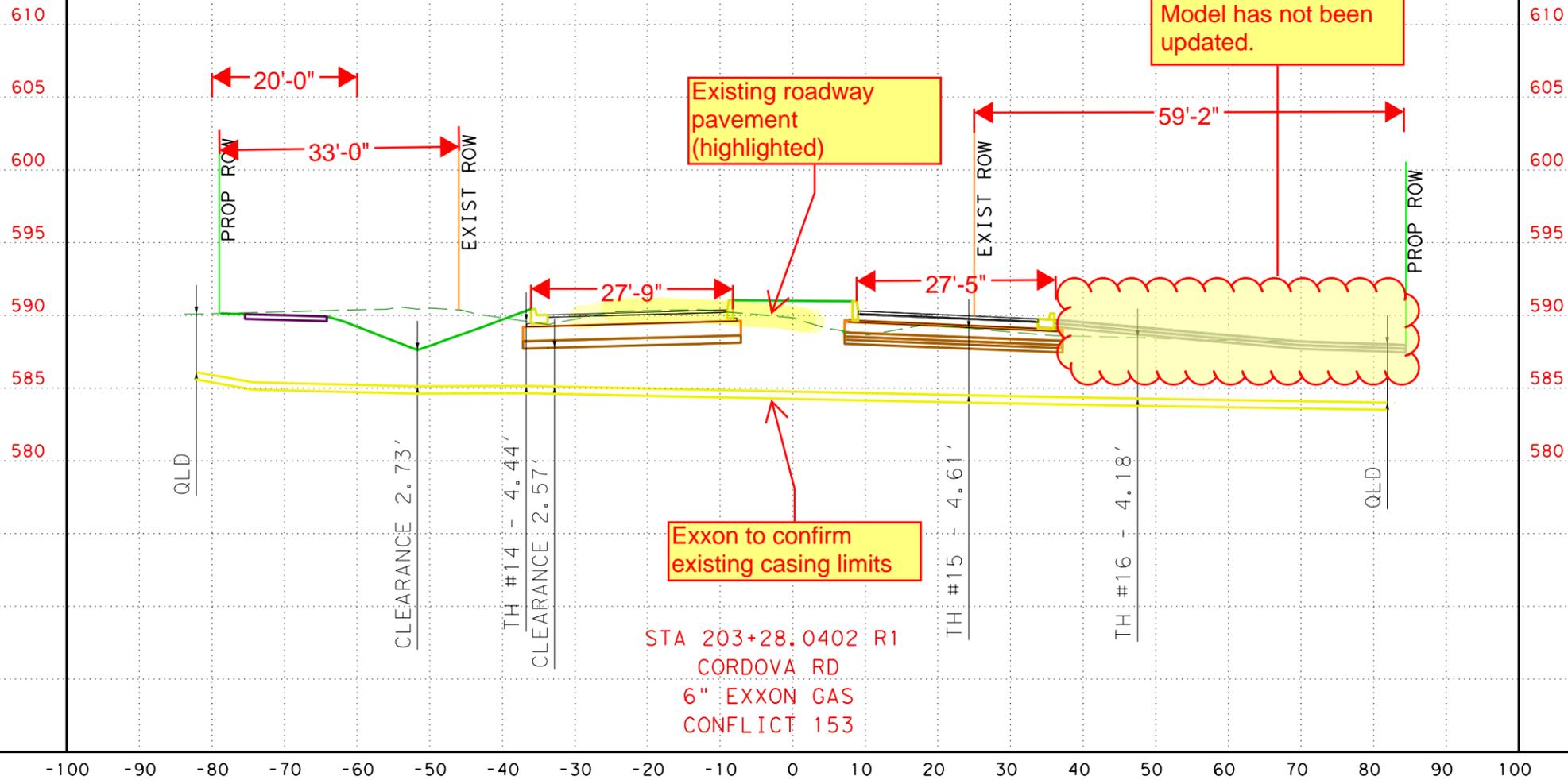
UTILITY NOTES

- UTILITIES ARE PROFILED BASED ON THE FOLLOWING ASSUMPTIONS/DATA:
1. WATER: 30" DEPTH AS PROVIDED BY SHWSC
  2. GAS: ASSUMED 36" MINIMUM INSTALLATION DEPTH
  3. SS: INVERT ELEVATIONS
  4. FIBER: ELECTRONIC DEPTHS OR 24" ASSUMED DEPTHS

-100 -90 -80 -70 -60 -50 -40 -30 -20 -10 0 10 20 30 40 50 60 70 80 90 100

Plotted on: 11/17/2025

In Process



Exxon to confirm existing casing limits

Driveway removed. Model has not been updated.

Existing roadway pavement (highlighted)

STA 203+28.0402 R1  
CORDOVA RD  
6" EXXON GAS  
CONFLICT 153

SCALE: H: 1" = 20'  
V: 1" = 10'



2000 NW Loop 410 | San Antonio, TX 78213 | 210.375.9000  
Texas Engineering Firm #470 | Texas Surveying Firm #10028800



It's real.



Texas Department of Transportation  
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CROSS SECTIONS  
EXXON GAS XS

DGN:	FED. NO.:	STATE:	FEDERAL AID PROJECT NO.:			HIGHWAY NO.:
CHK:	DIV. NO.:	TEXAS				CORDOVA
DWG:	DIST.:	COUNTY:	CONT. NO.:	SECT. NO.:	JOB NO.:	SHEET NO.:
CHK:	SAT	GUADALUPE	0915	46	052	

Design Filename: ...WorkingPDUtility XS.dgn

## RIGHT-OF-WAY RESTRICTIONS & REQUIREMENTS

EMPCo operates its pipelines in accordance with the regulations of the U.S. Department of Transportation and other state and local agencies. In accordance with regulatory requirements and internal Company guidelines, EMPCo has developed certain restrictions and requirements to protect public safety, property, and the environment. In order to provide a safe environment for persons working on or near pipelines operated by ExxonMobil Pipeline, these restrictions and requirements will apply to all work in and around EMPCo Right of Ways (ROW). Deviations from these restrictions may require EMPCo's express written consent.

Third parties ("Constructors"), prior to commencing work on or near an EMPCo ROW, must submit detailed plans (plan and profile) for proposed construction, to allow EMPCo to determine to what extent the ROW will be impacted by the proposed construction or development activity. See submission addresses and requirements in the Notifications section below.

These restrictions apply only to ROWs associated with EMPCo operated pipelines. Exxon Mobil Corporation and/or its other affiliates may have different restrictions and requirements and should be contacted directly for more information if their facilities will be impacted.

## GENERAL RESTRICTIONS & REQUIREMENTS

1. In accordance with law, Constructors must contact the appropriate ONE CALL system(s) prior to work and comply with all applicable laws and regulations.
2. No work may commence in or around EMPCo's right of way until an EMPCo representative has authorized it to begin. Notice of desired work start date should be given to EMPCo a minimum of 72 hours in advance.
3. A Third Party Excavation Safe Work Checklist must be signed each day prior to beginning work on EMPCo's right of way.
4. If it is determined that a project impacts EMPCo's facilities, a non-refundable advance fee may be required to conduct preliminary engineering design work. Any work performed by EMPCo to remedy such impacts will be entirely at the Constructor's expense, and will also require execution of EMPCo's standard Reimbursement Agreement. Any necessary inspection, protection, lowering, adjustment, casing, re-coating, and/or relocation of the pipelines will not be scheduled until: (A) all prerequisite data is compiled; (B) the appropriate agreements are executed; and (C) sufficient funds are received. It is EMPCo's customary practice to inspect and recondition the pipeline(s) at proposed driveway, roadway or railroad crossings, the costs for which will be borne by the developer or owner.
5. EMPCo's right of way may not be used as temporary workspace (which includes its use for the staging, storage or laydown of equipment, materials or spoil) without prior written approval from EMPCo.
6. Encroachments are not permitted, including, but not limited to, signs, monuments, buildings, parking lots, structures, patios, decks, slabs, trees, shrubs, manholes, swimming pools, wells, leach beds, septic systems, cesspools, impoundments or large debris (such as cars, boats, trailers, tanks, scrap metal or boulders) within the pipeline right of way. The intention of this restriction is to maintain an unobstructed right of way.
7. Any change in the surface grade or elevation over or along the pipeline(s) and right-of-way must be approved in advance in writing.
8. Blasting activities (e.g. seismic surveys, explosive blasting) within 500 feet and any piling activity within 25ft of an EMPCo pipeline will require further review by EMPCo Damage Prevention and / or EMPCo field engineers.

9. The Constructor or owner shall assume full liability for any damages including environmental, to EMPCo facilities or properties as a result of construction / excavation activities or operation of third parties' improvement(s) . If an environmental hazard is determined to be a safety risk, EMPCo has the right at its sole discretion to stop all activity until further investigation deems the activity to be safe to proceed. EMPCo pipelines are cathodically protected could have an effect on utility lines that are made of electrically conductive material.

## **DRIVEWAY/ROAD/RAILROAD PERMANENT CROSSING APPROVAL REQUIREMENTS**

10. A driveway, roadway, or railroad may be allowed to cross the right-of-way at perpendicular orientation (at a 90 degree angle), but will require a written agreement executed by the facility or land owner and EMPCo prior to construction. Crossings oriented at less than 90 degrees may require additional review by EMPCo, at EMPCo's discretion, which could delay issuance of agreement.

## **TEMPORARY CONSTRUCTION ROAD CROSSINGS**

11. Any crossings of EMPCo's pipelines with vehicles or heavy equipment must be pre-approved by EMPCo and may require ramping, matting, or air bridging at Constructor's expense. An EMPCo inspector must be present when temporary materials are installed and removed on EMPCo's right of way. Use of air bridging, per EMPCo standards, is generally preferred and may expedite approval of the temporary crossing.

## **EXCAVATION/CONSTRUCTION RESTRICTIONS & REQUIREMENTS**

12. No holes are to be bored or excavated within the boundaries of the right of way without EMPCo's prior approval.
13. All heavy equipment must have a spotter with it at all times while working within 10 feet of EMPCo's pipeline or on EMPCo's right of way.
14. The excavator must install a bar across the teeth of the bucket to be used during excavation.
15. Excavation to initially expose the pipeline shall be parallel with the pipeline.
16. Mechanical excavation will cease once the earth has been removed to within (24") twenty-four inches of EMPCo pipeline, appurtenances, and at all valve/stopples sites ("fixtures") and may not resume until the fixture has been exposed.
17. Shovels or other soft digging techniques will be used to manually clean the area above and below the line. After the line has been initially located, the line must be kept visible to the equipment operator during the excavation process.
18. No excavations shall be made on land adjacent to the pipeline that will in anyway impair or withdraw the lateral support and/or cause any subsidence or damage to the pipeline.
19. Driving of sheet piling or any other vibration inducing activities in the vicinity of an EMPCo Right of Way must be reviewed in advance and approved by EMPCo.
20. All backfill on EMPCo's right of way shall be approved by EMPCo's on-site inspector.
21. If EMPCo's line is exposed during the excavation, the excavation will be made safe for entry and left open until EMPCo installs test leads or performs any other visual inspection that may be required.
22. Constructor and owner shall abide by all State & Federal Laws, Rules and Regulations and shall operate equipment that is in good working condition and in a manner that is conducive to a safe working environment while working in or around EMPCo's facilities. An ExxonMobil representative has the authority to suspend all excavation/construction activities in and around EMPCo facilities or property if the equipment operator in EMPCo's determination appears to be unqualified or equipment maintenance is not in accordance with applicable regulations. EMPCo shall also have the right to have a representative onsite at all times during any construction and/or clean up conducted by the third party on any EMPCo easements, corridors, or owned property, (collectively "properties") and to establish certain safety rules for the protection of persons and property within properties and on adjacent lands, which shall be binding on third party and its contractors.

## **PIPELINE & UTILITY CROSSINGS**

23. All pipelines, utility lines and other underground facilities constructed across EMPCo facilities must: cross the pipeline easement at an angle as close to 90 degrees as possible but not less than 45 degrees; be installed under the pipelines with a minimum vertical separation of 24 inches between structures; and be installed in a manner acceptable to EMPCo's on-site representative. If the Constructor elects to install pipelines/utilities across EMPCo's easement by any method of boring, then the Constructor, if requested by EMPCo's representative, shall verify the vertical separation between EMPCo's facilities and the Constructor's pipelines/utilities. (See Bore Crossings, below)
24. An approved crossing ABOVE an EMPCo pipeline will need to clear EMPCo's pipeline by a minimum of 24 inches and may require a crossing agreement to be signed by the owner of that crossing. PVC/HDPE irrigation, communication lines (e.g. cable, telephone, fiber optic), waterlines 4 inches in diameter or less, may cross above EMPCo's pipeline(s) so long as excavation is performed by hand or another method of soft digging across the entire width of easement, in the presence of an onsite EMPCo technician, and plans are reviewed by EMPCo's Right-of-Way & Claims Agent.
25. When approved by EMPCo, all electrical and communication cables crossing above an EMPCo pipeline should be placed in a casing across the width of EMPCo's right of way and covered with red concrete at least 6" to 8" thick with a minimum width of 6 inches on each side and above the conduit. All fiber optic, and communications crossings above an EMPCo pipeline should be placed in a casing across the width of EMPCo's right of way. Casings must, at a minimum, be made of Schedule 80 PVC.
26. Permanent aboveground markers identifying the crossing pipeline or utility shall be installed and maintained at the limits of EMPCo's right of way and/or at the crossing.
27. If it is impractical to install and maintain aboveground markers due to the crossing location, plastic marker tape shall be installed below cultivation level and over EMPCo's pipeline, extending the width of the right of way.

## **BORE CROSSINGS**

28. Wire guided bores with 10' or greater clearance will not require peepholes. All other bores will require installation of peepholes on the incoming sides of EMPCo's pipeline, at the point of intersection as to view the drill stem clearance prior to crossing.

## **HYDRO-VAC EXCAVATION**

29. In EMPCo's discretion, EMPCo may require Hydro-Excavation (Hydro-Vac) to reduce the risk of damage to a pipeline.
30. Grounding of the vacuum truck and wand is required and should be tested; downwind venting of the vacuum truck is required.
31. The water wand tip is to be an oscillation type (circular pattern) to prevent a concentrated water stream; stream nozzles are not allowed. The vacuum wand tip must have a neoprene or equivalent tip to prevent damage to the pipeline coating and surrounding structures.
32. If the excavation site is suspected to contain hydrocarbon-impacted soil, a plan must be developed for testing and disposal of soil/water slurry (e.g., lined roll-off bin.) at Constructor's expense, and in advance of the project.

## **FENCE POST/UTILITY POLES**

33. Fences may be allowed to cross EMPCo's easement, but will not be permitted along and within EMPCo's easement. Fence posts may not be placed within 4 feet horizontally of the pipeline(s). Fences may not be installed in manner that would obstruct EMPCo's line of sight or access to EMPCo's facilities. If requested by EMPCo, installation of gates across the ROW will be required, at Constructor's expense. EMPCo will have the right to install locks at all gates/gaps crossing the easement. Flag poles, utility poles, and guy wires may not be placed within EMPCo's right of way or within 8 feet horizontally of an EMPCo pipeline(s).

34. Overhead electrical or telephone lines shall be installed so that a minimum of 20 feet vertical clearance is maintained between the lowest point of the overhead crossing and the natural ground level above EMPCo’s pipeline.

**OFFSHORE/OPEN WATER CROSSINGS**

35. EMPCo should be notified, in advance, of any planned crossings of EMPCo pipelines located offshore or in open water. Upon notification of a proposed offshore or open water crossing, an EMPCo representative will inform Constructor of any crossing requirements.

**NOTIFICATIONS**

All improvements, construction, or encroachment notifications and/or requests for information pertaining to assets operated by ExxonMobil Pipeline Company must be directed to the web portal below.

<https://encroachment.mfg.exxonmobil.cloud> found in [exxonmobilpipeline.com](http://exxonmobilpipeline.com) > Community Tab > Encroachments

- A brief description of the project or work to be performed
- Appropriate vicinity map page(s),GPS coordinates and KMZ (ifavailable)
- Plan and Profile drawings for proposed construction (including EMPCo pipeline(s) clearly labeled and identified, pipeline diameter(s) and depth(s), crossing angle, cut mark/fill elevation, etc)
- Estimated timing of the project or special timing requirements (including start date and duration)
- A contact name, company name, mailing address, email address and telephone number of the Constructor, Constructor’s sub-contractors, and facility owner as applicable.
- List and description of construction equipment that will cross EMPCo pipeline(s); including applicable surface pressures (lb./psi, max. gross weight, etc.)

Once received, your request will be logged, reviewed and responded to as soon as possible (minimum 45 days). Requests to perform large scale development/construction/excavation may require substantially more time. Inclusion of the above information will help to expedite your request.

**Submission Address by Area**

State	Company	Area	Address
MT	ExxonMobil Pipeline Company LLC	All	ROW & Claims: ENCROACHMENTS 22777 Springwoods Village Parkway E2.2B Spring, TX 77389  EMPCo.Encroachments@exxonmobil.com
AR, IL, MA, MO, RI, TN, IN, MI, MN, OK, CA, TX	Mobil Pipe Line Company ExxonMobil Pipeline Company LLC	All All	ROW & Claims: ENCROACHMENTS 22777 Springwoods Village Parkway E2.2B Spring, TX 77389  EMPCo.Encroachments@exxonmobil.com
LA	ExxonMobil Pipeline Company LLC	All	ROW & Claims: ENCROACHMENTS 18440 Highland Rd Baton Rouge, LA 70809  EMPCo.Encroachments@exxonmobil.com

## Certificate Of Completion

Envelope Id: 117D6712-7F7C-4855-9FE3-6231C2BCFCF4	Status: Sent
Subject: 1C#3932 Consent Agreement City of Seguin and ExxonMobil Pipeline	
Source Envelope:	
Document Pages: 14	Signatures: 0
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator: Ivan Tapia
Envelopeld Stamping: Disabled	Address Redacted
Time Zone: (UTC-06:00) Central Time (US & Canada)	ivan.tapia@exxonmobil.com
	IP Address: 136.228.238.119

## Record Tracking

Status: Original 2/2/2026 10:29:51 AM	Holder: Ivan Tapia ivan.tapia@exxonmobil.com	Location: DocuSign
Security Appliance Status: Connected	Pool: Main SecApp 1	

## Signer Events

Signature	Timestamp
Pablo Martinez pmartinez@seguintexas.gov Security Level: Email, Account Authentication (None)	Sent: 2/2/2026 10:45:15 AM Resent: 2/4/2026 4:25:25 PM Viewed: 2/5/2026 12:22:54 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/5/2026 12:22:54 PM  
 ID: ac361cab-95a1-4e3e-94b7-5d8987c2410e  
 Company Name: Exxon Mobil Corporation

Jason Jones  
jason.jones2@exxonmobil.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/8/2024 10:46:55 AM  
 ID: 083385a0-2675-4687-8c32-5b4454a3eb48  
 Company Name: Exxon Mobil Corporation

In Process

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	2/2/2026 10:45:15 AM
Envelope Updated	Security Checked	2/4/2026 4:25:24 PM
Envelope Updated	Security Checked	2/4/2026 4:25:24 PM
Envelope Updated	Security Checked	2/4/2026 4:25:24 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>

In Process

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE** ExxonMobil Global Services Company and ExxonMobil Affiliates (“ExxonMobil”) [1] may use the DocuSign service to collect signatures, endorsements, and approvals for corporate purposes. DocuSign may be used by ExxonMobil to conduct corporate business endorsements and approvals or to gather electronic signatures from 3rd parties for business purposes in accordance with local law and contracting guidelines. Please read the information below and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button.

**Acknowledging your access and consent to receive materials electronically** By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference.
- I am authorized to do the specific type of work (approve, endorse, etc.) in the country where I am physically located when using DocuSign

**Getting paper copies** You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing the document.

**How to contact Exxon Mobil Corporation:** For email address changes or if you have questions about a document you receive please contact the sending ExxonMobil Business organization.

[1] ExxonMobil and/or ExxonMobil Affiliates mean (a) Exxon Mobil Corporation or any parent of Exxon Mobil Corporation, (b) any company or partnership in which Exxon Mobil Corporation or any parent of Exxon Mobil Corporation now or hereafter, directly or indirectly (1) owns or (2) controls, more than fifty per cent (50%) of the ownership interest having the right to vote or appoint its directors or functional equivalents (“Affiliated Company”) and (c) any joint venture in which Exxon Mobil Corporations, any parent of Exxon Mobil Corporation or an Affiliated Company has day to day operational control. Note, nothing contained herein is intended to override the corporate separateness of affiliated companies. Working relationships discussed in this material do not necessarily represent a reporting connection, but may reflect a functional guidance, stewardship, or service relationship. Where shareholder consideration of a local entity matter is contemplated by this material, responsibility for action remains with the local entity. All actions contemplated herein are subject to observance of corporate separateness principles and other requirements of applicable laws and contractual arrangements.