

AGREEMENT FOR FIRE PROTECTION

This agreement entered into by and between the City of West Lafayette, Indiana and Chemtura Corporation, on February 7, 2011. In consideration of the mutual promises contained herein, it is agreed as follows:

Property protected. The City of West Lafayette will furnish protection for the following property of Chemtura Corporation which is located outside the corporate limits of the City of West Lafayette:

1. Research and Development Complex including all auxiliary buildings, and
2. Block complex for Chemtura Maintenance

All such property is part of the parcels listed as key number 134-06400-016-9.

Any new facilities constructed within the City of West Lafayette will receive fire protection as any other West Lafayette facility.

Fire protection. The fire protection to be furnished to Chemtura Corporation by the City of West Lafayette shall be such fire protection (not including first responder medical service) which is ordinarily furnished to all residents and property owners within the corporate limits of the City of West Lafayette.

Payment. Chemtura Corporation agrees to pay the City of West Lafayette the sum of \$8,165.77 annually, plus \$250.00 for each fire run made by the Fire Department of the City of West Lafayette to the property of Chemtura Corporation. The annual payment shall be made at the time of execution of this agreement and payments for fire runs shall be due within 30 days of receipt of statement. In addition, Chemtura Corporation agrees to store on-site 100 gallons of alcohol foam to be used by the Fire Department of the City of West Lafayette and to reimburse the City of West Lafayette Fire Department (or other assisting agencies) for the cost of foam in excess of the 100 gallons which may be needed as a result of a fire protection response.

Term of agreement. This agreement covers a period from March 20, 2011, to March 19, 2012, or the signing of a new contract, whichever comes first. This agreement may be terminated by either party thereto upon 60 days' written notice to the other party.

Non-liability. Chemtura Corporation agrees that the City of West Lafayette is under no special private duty to provide fire protection to Chemtura Corporation, beyond that general duty which the City of West Lafayette would have to provide fire protection to any similar property located within the corporate limits of the City of West Lafayette. Chemtura Corporation agrees to hold harmless the City of West Lafayette and any of its agents or employees for any act or omission in connection with furnishing such fire protection, the same being a discretionary function.

Hazardous materials. Because of the hazardous nature of some materials which may be present upon the property of Chemtura Corporation at any time the Fire Department of the City of West Lafayette is summoned to the property of Chemtura Corporation, Chemtura Corporation

warrants that it will provide a person at the fire scene knowledgeable about all hazardous materials present and how they should be handled and shall cooperate fully with the Fire Department of the City of West Lafayette in furnishing any requested information concerning the same which the Fire Department determines to be necessary in handling whatever action it takes at the property of Chemtura Corporation. The response on any hazardous materials emergency will be at the first responders operations level only. Any advanced levels will be furnished by Chemtura Corporation.

CHEMTURA CORPORATION

By: _____

Name: _____

Title: _____

**CITY OF WEST LAFAYETTE, BY ITS
BOARD OF PUBLIC WORKS AND SAFETY**

DATE:

Mayor John R. Dennis, President

Sana G. Booker, Member

Bradley W. Marley, Member

Jonathan C. Speaker, Member

Elizabeth M. Stull, Member

Attest:

Judith C. Rhodes, Clerk-Treasurer