

RIGHT OF ENTRY LICENSE AND INDEMNIFICATION AGREEMENT

This Right of Entry License and Indemnification Agreement ("**Agreement**") is made an entered into as of the ____ day of July 2020, between Hidalgo County Precinct- #4 ("**Licensee**") and Calpine Central LP, a Delaware limited liability company ("**CPN**"), together with Licensee, the "**Parties**" and each individually a "**Party**".

WHEREAS, CPN owns the property located at __ N Monmack Rd., City of Edinburg, Hidalgo County, Texas as described on the attached Exhibit A (the "**CPN Property**"), and holds certain other rights to use and enjoy the CPN Property for the purpose of owning, operating and maintaining the natural gas power generation facility known as the Magic Valley Generating Station (the "**Site**")

WHEREAS Licensee, by and through its authorized representative, L&G Engineering, has requested temporary access to the Site for the purpose of performing preliminary archaeological investigations through a physical site visit and visual inspection to evaluate a proposed area for the potential widening of FM 1925 (Monte Cristo Rd.) (the "**Work**").

WHEREAS, CPN is willing to grant such Site access in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Access. CPN agrees to provide Licensee with reasonable temporary access to the Site and the CPN Property on the terms and conditions hereof to perform the Work on mutually convenient dates and times during normal business hours. CPN retains the right to revoke this temporary access at any time for any reason. Licensee shall give written notice three business days in advance of accessing the Property via email to Rachelle Miers, Land Manager, at rachelle.miers@calpine.com.

2. Licensee Insurance. Licensee shall maintain in full force and effect, and cause any person accessing the Site to maintain, during the term of this agreement commercial general liability, automobile liability, workers compensation (with statutory limits) and employers liability, all with limits of each not less than \$12,000,000 per occurrence (such limits can be comprised of a combination of primary and umbrella). Such policies shall include CPN, its subsidiaries, and affiliates as additional insureds on all policies (excluding the workers compensation policy) and provided a waiver of subrogation. Licensee shall furnish certificates showing that the above insurance is and will be in effect during the term of this agreement.

3. Indemnification. To the extent permitted by the constitution and the laws of the State of Texas, Licensee agrees to indemnify, defend, and save harmless CPN, its employees, agents, and corporate affiliates, from and against any and all demands, causes of action, costs, expenses, losses, damages, injuries, liabilities and claims, in law or in equity, including but not limited to injury to or death of any person (including but not limited to Licensee's or CPN's employees, agents, surveyors, and representatives) and for the loss of or damage to any property (including but not limited to Licensee's or CPN's property and the

property of Licensee's or CPN's employees, agents and representatives) resulting directly or indirectly from the entry upon and activities, the presence of equipment, and/or the activities performed hereunder at said Site by Licensee or its employees, agents, surveyors, representatives or invitees, however caused; provided that the foregoing indemnity and hold harmless obligation shall not extend to, and in no event shall Licensee be liable to Licensor for, any gross negligence or intentional misconduct of Licensor or any agent, contractor, or employee of Licensor.

4. Assumption of Risk. Licensee understands and agrees that CPN has not undertaken any investigation regarding whether its Site is safe for the Licensee or its employees, agents, surveyors, representatives or invitees's anticipated activities, and Licensee acknowledges that the CPN Site may not be safe for the anticipated exercises. **LICENSEE ASSUMES ANY AND ALL RISKS ASSOCIATED WITH SUCH ACTIVITIES, INCLUDING ANY AND ALL RISK ASSOCIATED WITH COVID-19 OR THE RELATED VIRUS DESIGNATED SARS-CoV-2 ("COVID-19")**.

5. Limited Access. Licensee shall ensure all Work is performed in a manner and at times that will not unreasonably interfere with CPN's use of the Site and CPN Property. While on the CPN Property, Licensee shall confine all persons employed or engaged by Licensee, including Licensee's employees, agents, surveyors, representatives or invitees, to that portion of the CPN Property where the Work is to be performed. Neither Licensee, nor any of its employees, agents, surveyors, representatives or invitees, will touch or operate any equipment or gates within the CPN Site. Excavations, boring or soil sampling of any kind are strictly prohibited. All of Licensee's rights under this Agreement shall terminate upon the earlier of (a) the conclusion of the Work, (b) termination of this Agreement upon written notice by either Party, or (b) September 30, 2020.

6. Compliance with Laws. Licensee shall ensure all Work is performed in compliance with all applicable laws, regulations and orders of or any governmental authority having jurisdiction over the CPN Property, Site and Work. Licensee agrees to comply with all applicable rules, information and instructions provided by plant personnel while at the Site. Licensee and all persons employed or engaged by Licensee, including Licensee's employees, surveyors, subcontractors, agents, representatives and invitees, involved in the Work shall report to the CPN representative or his designee for Safety Orientation prior to accessing the Site and shall comply with all CPN's safe work practices (including obtaining a safe work permit, wearing required personal protective equipment, adhering to any and all Covid-19 health and safety protocols, and having a health and safety plan, as necessary). Licensee and all employees, surveyors, subcontractors, agents, representatives and invitees of Licensee on the Site shall be subject to follow CPN's safety rules, protocols and regulations.

7. Third Party Beneficiaries. There are no third party beneficiaries to this agreement other than the affiliates of CPN.

8. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

9. Amendments/Entire Agreement. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF and by the signatures of their respective authorized representatives below Licensee and CPN agree to the above terms and conditions as of the date of the last signature.

HIDALGO COUNTY PCT #4

CALPINE CENTRAL, LP

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By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
CPN Property