

STAGING AREA SITE AGREEMENT

This Agreement is made and entered into between the property owner, the City of Olsonville, Texas (hereinafter referred to as "Landlord"), and Olsonville Energy (hereinafter referred to as "Tenant").

As a result of extreme damage to the greater Houston area electrical infrastructure due to a severe emergency event, such as a hurricane, Tenant will be performing emergency power restoration throughout the entire Olsonville Energy service territory. Following the severe emergency, Tenant will be performing permanent repairs (in many instances replacing temporary repairs) to the entire greater Houston area electrical infrastructure as a result of damage caused by the emergency.

During a declared emergency, Tenant will be using a site located at the Olsonville Centre in Olsonville, Texas, designated on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Property"), as a staging area site for materials, equipment, vehicles, service providers, and personnel all in support of the permanent repair project to the electrical infrastructure. Landlord may change the area designated on Exhibit "A" if Landlord determines that it is in its best interest for Tenant to use another area as a staging area.

Now, therefore, it is mutually agreed between the parties as follows

- 1 **Premises** - The Premises is hereby defined as that certain portion of The Property as agreed to by the Landlord and Tenant. Tenant hereby accepts the Premises in its "as is" condition and Landlord makes no representations, statements, or warranties (express or implied) in respect to the Premises' condition and has no further responsibility or liability for its latent defects.
2. **Term** — The term of this Agreement shall commence on the effective date of October , 20__ and, unless sooner terminated as provided herein, continue through October , 20__.
3. **Use of Premises** - Tenant will use the Premises as a staging area site for materials, equipment, vehicles, service providers, and personnel all in support of the permanent repair project to the electrical infrastructure. Tenant will provide, at its own cost and responsibility, all facilities, portable and temporary in nature, required as determined by Tenant to perform the electrical infrastructure repair project. The facilities may include portable buildings complete with temporary power, tents, trailers, vehicle fueling facilities, portable sanitation facilities, portable water facilities, waste management facilities, exterior lighting and other temporary facilities as required by Tenant. Landlord may change the area designated on Exhibit "A" if Landlord determines that it is in its best interest for Tenant to use another area as a staging area.

4. **Rent** - There is no rent or any other compensation due to Landlord by Tenant under this Agreement.

5. **Indemnity and Insurance** - *Tenant agrees to indemnify and hold harmless Landlord, its agents, directors and employees from any and all claims, damages, liabilities, or expenses arising out of the Tenant's use of the facility and any act of omission or negligence of Tenant, its agents, invitees, or employees. Tenant is self insured for \$5 million per claim per the attached letters and certificate of insurance provided by Tenant.*

6. **Care of the Premises** - Tenant will be responsible for the cleaning, maintaining, repairing, and general caring for the premises and facilities including Tenant's equipment and possessions in a condition that is reasonably suitable, in Landlord's reasonable judgment, as a staging site for the electrical infrastructure repair project. Tenant will provide for the physical security of the premises, the contents, the facilities, and Tenant's personnel and Landlord shall have no responsibility for same.

7. **Termination of Agreement** - This agreement shall terminate on October 2015 (the Expiration Date) or sooner as determined solely by Tenant. Tenant may give Landlord a one-week notice of termination in writing at any time during the term.

8. **Return of Property to Landlord** - Tenant shall return the property to the Landlord promptly at the termination of this agreement clear of any of Tenant's portable or temporary facilities, contents or possessions. Tenant shall, at its own cost, restore the property (to the same condition as the property was immediately prior to this agreement) in Landlord's reasonable judgment.

9. **Assignment of Agreement** - Tenant shall not, without Landlord's prior written consent, sublet or assign the premises or any part thereof.

IN WITNESS WHEREOF, the respective parties hereto have caused this Agreement to be duly executed as of the date first herein written.

LANDLORD:

TENANT:

CITY OF OLSONVILLE, TEXAS

OLSONVILLE ENERGY

By
Name
Title

By
Name
Title

