

## LICENSE AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF PANOLA §

This License Agreement (the "License") is made this 1st day of October, 2019, by and between Luminant Mining Company LLC, a Texas limited liability company, hereinafter called Licensor and Panola County, Texas, County Judge, hereinafter called Licensee.

1. **LICENSE PREMISES:** Licensor hereby grants to Licensee a license, pursuant to the requirements herein, to the real property, situated in Panola County, fully described property (hereinafter called the "Licensed Premises"):

6.10 acres out of that certain tract of land containing 41.96 acres more or less in the Wesley Goodwin Survey A-221, as is depicted in Exhibit A (the "Licensed Property"), attached hereto and made a part hereon.

2. **PURPOSE OF LICENSE/PERMITTED USE:** This License is given for Licensee's use and removal of dirt on the Licensed Premises to produce road paving materials. Licensee is prohibited from mixing or any other production of road paving materials on the Licensed Premises.

3. **RENT:** Licensee agrees to pay Licensor, as rent for the Licensed Premises, the sum of **One & No/100 Dollars (\$1.00)**, payable to Luminant Mining Company LLC, at P.O. Box 681, Fairfield, Texas 75840.

4. **TERM:** The initial term of this License shall be for a period of one (1) year and three (3) months, beginning on **October 15, 2019** and ending on **December 31, 2020**. Licensee shall have an option to renew this License for an additional one year term by giving written notice to Licensor at least thirty (30) days prior to the expiration of the initial term of his intent to renew the License.

5. **TERMINATION:** Either Licensor or Licensee may terminate this License, in whole or in part, upon not less than thirty (30) days prior written notice to the other party for any reason.

6. **COMPLIANCE WITH LAWS; REPAIRS AND MAINTENANCE:** Licensee shall maintain the Licensed Premises in condition fit for their intended use, and it is specifically agreed between the parties that Licensee will maintain the Licensed Premises in accordance with all applicable regulations of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), the Texas Water Commission, the Texas Railroad Commission ("RCT") and any other federal, state or local agency which may issue regulations concerning this type of activity.

It is also agreed between the parties that Licensee will, upon termination of this License, clean up the premises and remove any dirt, chemicals, or any other substance which may be required by the regulations of the EPA, the TCEQ, the Texas Water Commission, the RCT, or any other federal, state or local agency. Any removal of such substances shall be removed at the expense of Licensee. Licensee will hold Licensor harmless

from any claims or actions which may arise by virtue of its activities on the Licensed Premises, which may later be found to be in violation of any regulations issued by the above named authorities.

**7. DEFAULTS:**

A. Default by Licensee. If Licensee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of ten (10) days after written notice from Licensor, or should any other person than Licensee secure possession of the premises or any part thereof, by reason of any operation of law, in any manner whatsoever, Licensor may, at his option, without notice to Licensee, terminate this License, or in the alternative, Licensor may re-enter and take possession of the Licensed Premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass. In addition, Licensee shall be in default if it does not maintain the Licensed Premises in accordance with the regulation of those agencies listed in Section 6 of this License.

B. Default by Licensor. If Licensor defaults in the performance of any term, covenant, or condition required to be performed by him under this License, then Licensee may elect to terminate this License on giving at least ten (10) days' notice to Licensor of such intention, thereby terminating this License on the date designated in such notice, unless Licensor shall have cured such default prior to the expiration of the ten (10) day period.

**7. ASSIGNMENT AND SUBLEASE:** Licensee shall not assign this License, nor sublet all or any portion of the Licensed Premises without the prior written consent of the Licensor.

**8. MISCELLANEOUS:**

A. Notices and Addresses. All notices to be given hereunder shall be given by certified or registered mail, addresses to the proper party at the addresses shown with the signatures hereto.


B. Parties Bound. This License shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this License.

C. Texas Law. This License shall be construed under and in accordance with the laws of the State of Texas, and shall be performable in the County where the property is located.

D. Prior Agreements. This License constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding, or written or oral agreements between the parties respecting the within subject matter.

**EXECUTED** in duplicate as of the 29<sup>th</sup> day of October, 2019.

**LICENSOR:  
LUMINANT MINING COMPANY LLC**

BY:   
Matthew Goering  
Vice President

**LICENSEE:  
PANOLA COUNTY, Texas Precinct 2**

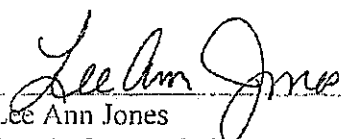
BY:   
Lee Ann Jones  
Panola County Judge  
110 S. Sycamore, Room 102-A  
Carthage, TX 75633

EXHIBIT A

