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STATE MS.-DE SOTO CO.
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W.E. DAVIS CH. CLK.

Document prepared by and return to:

Stephen H. Leech, Jr.
Attorney at Law
P. O. Box 3623
Jackson, MS 39207
(601) 355-4013

LICENSE AND INDEMNITY AGREEMENT

By and Between

SOUTHHAVEN POWER, L.L.C.

And

TEXAS GAS TRANSMISSION CORPORATION

Indexing Instruction: SW $\frac{1}{4}$ of
Section 15, Township 1 South, Range
8 West, DeSoto County, Mississippi

LICENSE AND INDEMNITY AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made this 27 day of March 2002 by and between Southaven Power, LLC, a Delaware limited liability company ("Southaven"), as Licensor, and Texas Gas Transmission Corporation, a Delaware corporation ("Texas Gas") as Licensee.

RECITALS

A. Southaven is the developer of an electric generating plant ("Facility") and fee simple owner of certain real property located in Southaven, Mississippi, a portion of which is marked and identified as the "Southaven Property" on the site plan attached hereto as Exhibit "A" (the "Southaven Property").

B. Texas Gas is the owner of an interstate natural gas pipeline with facilities located in De Soto County, Mississippi that will be used to serve the Facility. Texas Gas intends to construct additional facilities within the boundaries of the (i) "Measurement & Flow Control Station License Area" and (ii) the "Pipeline License Area" (collectively, the "License Areas"), which are identified on the attached Texas Gas Drawing No. LL-3655.

C. Texas Gas, as a part of its business operations, intends to deliver to Southaven's Facility quantities of natural gas used in the operation of the Facility and to construct, own and operate a measurement and flow control station ("Measurement Station").

D. Texas Gas understands, agrees and represents that it will realize a direct, valuable benefit if Southaven grants Texas Gas certain rights, as a licensee, to construct,

own, operate and maintain the Measurement Station in the Measurement & Flow Control Station License Area and to construct, own, operate and maintain pipeline facilities in the Pipeline License Area.

E. Southaven, in turn, understands, agrees and represents that it will realize a direct, valuable benefit if it grants Texas Gas certain rights, as a licensee, to construct, own, operate and maintain the Measurement Station in the Measurement & Flow Control Station License Area and to construct, own, operate and maintain pipeline facilities in the Pipeline License Area.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/DOLLARS (\$10.00), cash in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. License. Southaven hereby grants to Texas Gas ("Licensee") a non-exclusive, terminable license to construct, install, operate, maintain, alter, repair, replace, and remove piping, valves, tie-overs, meters, metering and flow control equipment, communication equipment, and all appurtenant equipment for the Measurement Station and the pipeline facilities within the boundaries shown for the License Areas on the attached Drawing No. LL-3655. Southaven does also grant to Licensee the right to install electronic flow measurement equipment and an associated electrical transmission pole within the Measurement & Flow Control Station License Area and the right to place rock or gravel, at its own expense, within said Measurement & Flow Control Station License Area. Licensee shall restore the Pipeline License Area to its "as-found" condition upon completion of construction. Southaven does further grant Licensee for construction purposes only, a license to use the necessary temporary work space area shown cross-

hatched on the attached Licensee's Drawing No. LL-3655 in order to perform the necessary work on the Measurement Station & pipeline. Upon completion of the construction, said temporary workspace shall be restored to "as-found" condition and revert back to Southaven, and Licensee shall have no further interest or rights in this workspace.

2. Access. The License Areas are located adjacent to the Facility on the Southaven Property. After the Measurement Station and pipeline facilities construction is complete, Licensee shall enter upon and exit from the License Areas on permanent entrance roads through those portions of the Southaven Property marked on Exhibit "A" as "Access Area" ("Access Area") and shall not enter upon or exit from any other portion of the Southaven Property. After construction is complete, Licensee shall erect a fence around the perimeter of the Measurement Station to ensure that Licensee, its employees, agents and representatives do not encroach or in any way enter upon any portion of the Southaven Property other than the Measurement & Flow Control Station License Area. Southaven shall be permitted to enter the Measurement & Flow Control Station License Area during normal business hours after providing at least twenty-four (24) hours notice to Licensee's District Manager, Mr. Tom Hodge, at 662-781-1340 and being accompanied by a representative of Licensee or at any time that conditions within the Measurement & Flow Control Station License Area pose an imminent threat of danger to the health, safety or property of Southaven or its employees.

3. No Interest. Licensee understands and hereby agrees that this Agreement grants to Licensee only a license to use the License Areas in accordance with the terms and conditions of this Agreement and that this Agreement shall not be

construed as granting Licensee any other interest in the License Areas or in the Southaven Property. Licensee covenants and agrees that Licensee does not and shall not claim at any time any other interest or estate of any kind or nature whatsoever in the License Areas by virtue of this Agreement, the License or Licensee's occupancy or use hereunder.

4. Assignment. This Agreement and the License granted hereby shall not be assigned by the Licensee without the express written consent of Southaven, which consent shall not be unreasonably withheld; provided however, that Licensee may assign its interest in this Agreement, in whole or in part, to a parent, subsidiary, lender or affiliate without the written consent of Southaven.

5. Licensee's Insurance. When using the License Areas, Licensee shall have in effect Worker's Compensation insurance with statutory limits of the State or States having jurisdiction over each employee. Licensee shall maintain in effect throughout the term hereof Commercial or Comprehensive General Liability insurance with policy limits of not less than a combined single limit of \$2,000,000 per occurrence for bodily injury (including death) and property damage, including coverage for premises-operations, blanket contractual liability, broad form property damage, personal liability and independent contractors. Such policies providing the above required insurance shall provide for waiver of subrogation in favor of Southaven. The policy providing the general liability insurance shall name Southaven as an additional insured as its interests may appear. Prior to using the License Areas as per this Agreement, Licensee shall deliver to Southaven certificate(s) of insurance evidencing the above required insurance,

and further evidencing that such coverage may be terminated or modified only upon thirty (30) days' prior written notice to Southaven.

6. Indemnity. Each party shall defend, indemnify and save harmless the other, their respective agents, employees, contractors, representatives, affiliates and related entities (the "Indemnitees") from and against any loss, claims, expense (including reasonable attorney's fees) or damage incurred or suffered by any Indemnatee, by reasons directly or indirectly arising out of, caused in whole or in part by, or in any way connected with Indemnitor's use and occupancy of the License Areas, it being understood that Southaven is presumed not to use or occupy the License Areas during the term hereof. Southaven shall have no responsibility, liability or obligation with respect to any property of Licensee at, in or on the License Areas, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee, except for any damages resulting from an unattended entry by Licensor into the License Areas, in which case Licensor shall be liable to both Licensee and third parties for any and all such damages to the extent of Licensor's negligence or willful misconduct.

7. Environmental. Neither party shall cause or permit the use, generation, storage, release or disposal in, on or about the License Area or the Southaven Property of any substances, materials or wastes in violation of any applicable federal, state or local environmental laws and regulations. In addition, Licensee shall comply with all applicable environmental or land use regulations, rules or conditions, including any such conditions dealing with noise abatement or control at the Measurement Station.

8. Termination. This Agreement and the rights created and conferred on the Licensee are terminable at will by either Southaven or Licensee upon the expiration or earlier termination of the Facility Letter Agreement between Southaven and Texas Gas dated October 23, 2000, as amended from time to time ("Facility Agreement").

Termination of the rights granted by this Agreement shall occur thirty (30) days after receipt of written notice from the terminating party. In addition, in the event of a breach or default by Licensee of any of the terms, covenants or conditions of this Agreement, this Agreement shall terminate upon five (5) days' written notice from Southaven to Licensee. Licensee shall, at Southaven's request, within ninety (90) days from receipt of all Federal, State and/or local approvals, remove all piping, equipment and other personal property from the License Areas and restore the License Areas to their condition existing immediately prior to the execution of this Agreement.

9. Notices. All notices in connection with this Agreement shall be sent by certified U.S. Mail, return receipt requested, addressed to the parties as follows:

If to Licensor:

Southaven Power, LLC
9405 Arrowpoint Boulevard
Charlotte, NC 28273
Attn: General Counsel
Fax: 704-529-1006

or if to Licensee:

Texas Gas Transmission Corporation
3800 Frederica Street
Owensboro, KY 42301
Attn: Director, Business Development
Fax: 270-688-6320

10. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Mississippi.

11. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create any other relationship between Southaven and Licensee other than the licensor-licensee relationship described herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the
date first above written.

LICENSOR:

**Southaven Power, LLC, a
Delaware limited liability company**

By: [Signature]
Name: B.C. Martin
Title: Sr. Project Manager

LICENSEE:

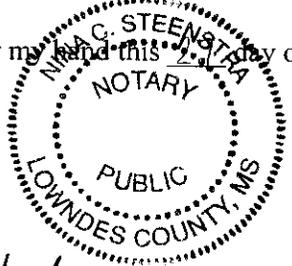
**Texas Gas Transmission Corporation, a
Delaware corporation**

By: [Signature]
Name: BEVERLY H. GRIST
Title: V.P. + General Counsel

STATE OF MISSISSIPPI)
COUNTY OF LOWNDES)

I, a notary public in and for said county and state, hereby certify that Brian Martin, whose name as Project Manager of Southaven Power LLC is signed to this Agreement, acknowledged before me on this day, that, being fully informed of the contents of this Agreement, he, as an officer of Southaven Power LLC executed this Agreement voluntarily on behalf of Southaven Power LLC and that he had full authority to execute this Agreement and bind Southaven Power LLC to its terms and conditions.

Given under my hand and this 2nd day of March 2002.



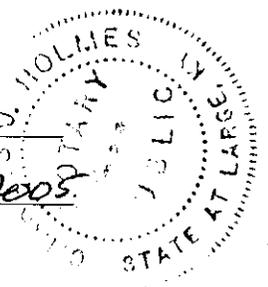
Nina C Steenstra
Notary Public
My commission expires: 10-15-04
Notary Public State of Mississippi At Large
My Commission Expires: October 15, 2004
Bonded Thru Helden, Brooks & Garland, Inc.

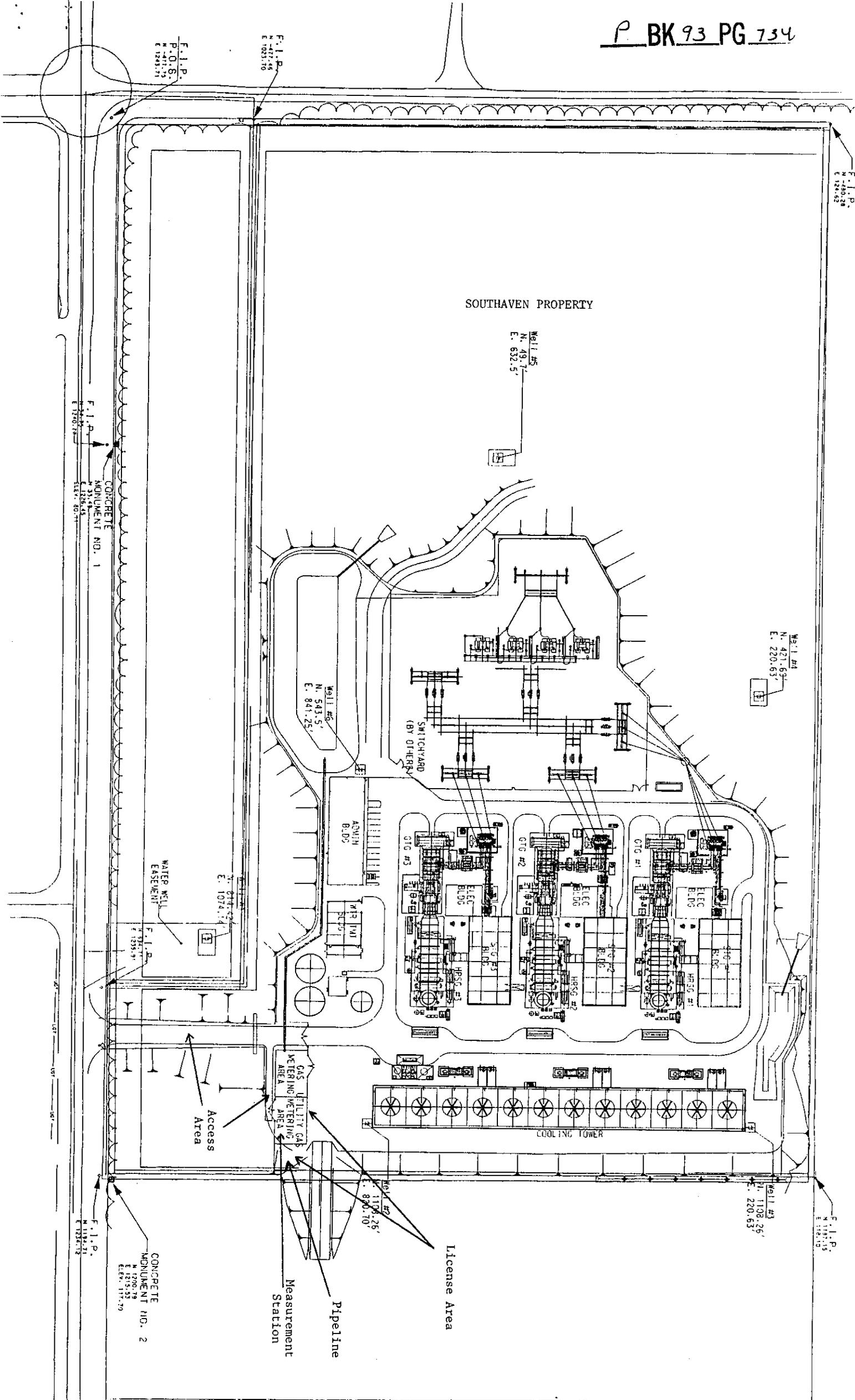
STATE OF Kentucky)
COUNTY OF Daviess)

I, a notary public in and for said county and state, hereby certify that Beverly H. Griffith whose name as VP General Counsel of Texas Gas Transmission Corporation is signed to this Agreement, acknowledged before me on this day, that, being fully informed of the contents of this Agreement, she, as an officer of Texas Gas Transmission Corporation, executed this Agreement voluntarily on behalf of Texas Gas Transmission Corporation and that he had full authority to execute this Agreement and bind Texas Gas Transmission Corporation to its terms and conditions.

Given under my hand this 9th day of April 2002.

Carly Holmes
Notary Public
My commission expires: 10-23-2005



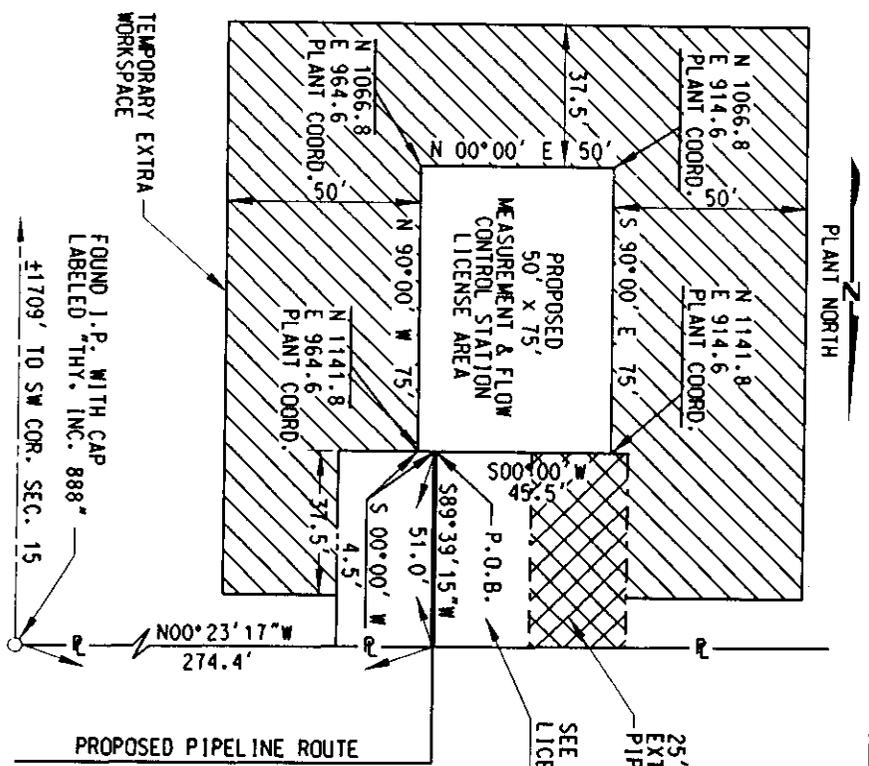


SOUTHAVEN PROPERTY

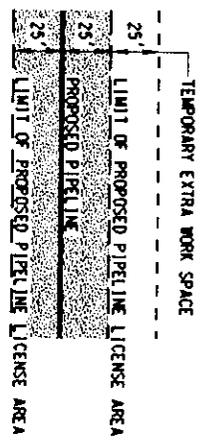
CONCRETE MONUMENT NO. 1

CONCRETE MONUMENT NO. 2

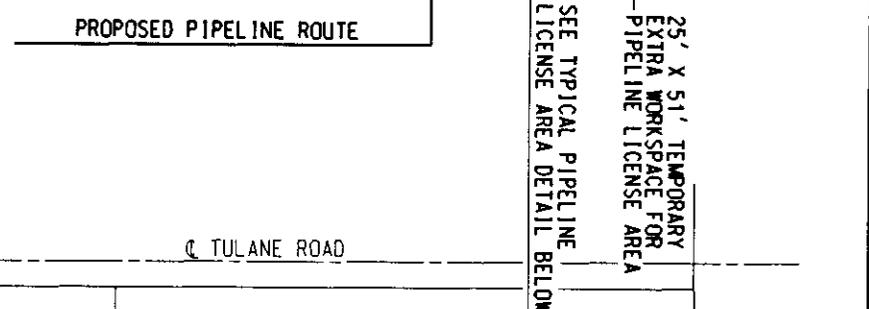
License Area
Pipeline
Measurement Station



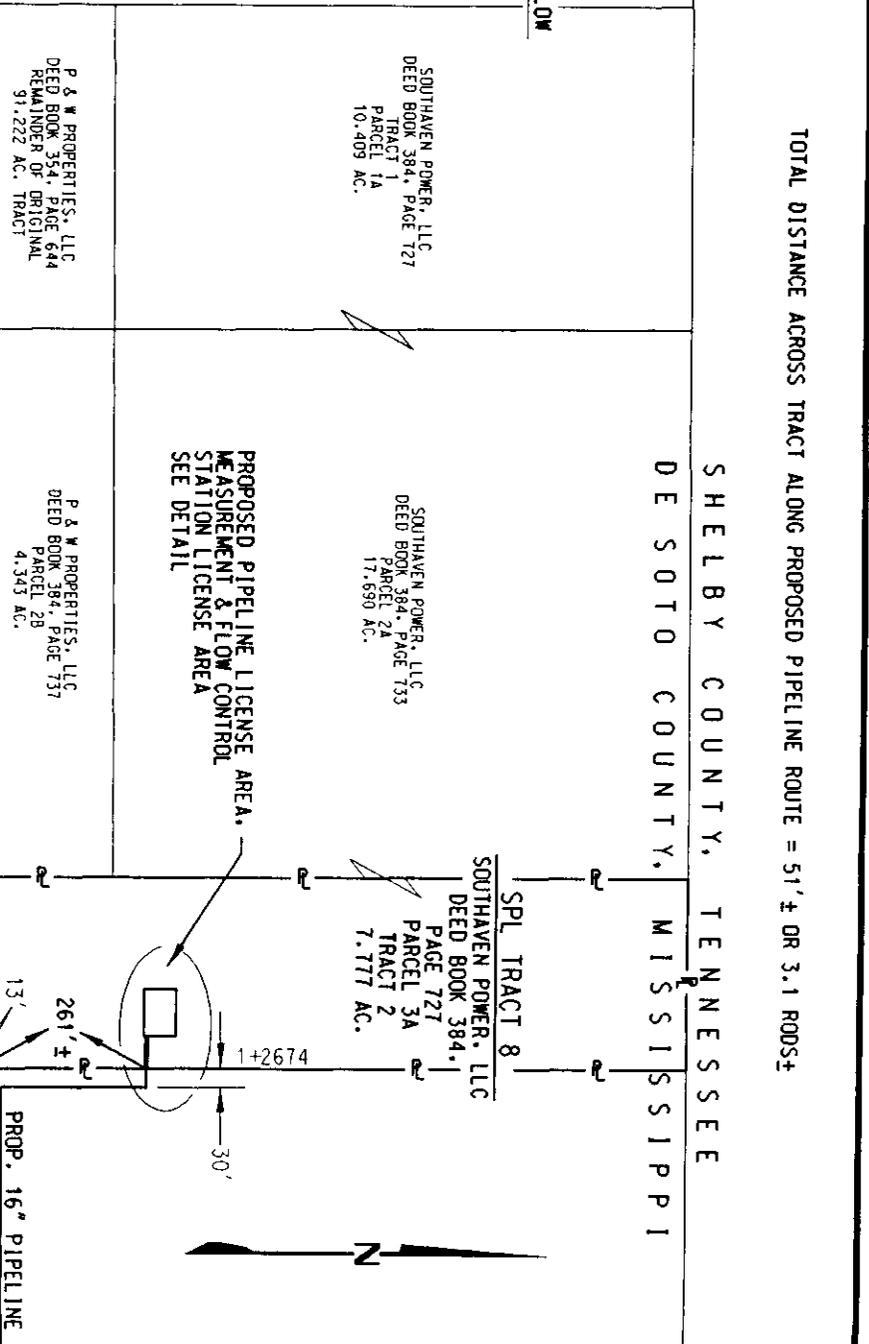
TYPICAL PIPELINE LICENSE AREA
SCALE: 1"=100'



PIPELINE LICENSE AREA, MEASUREMENT & FLOW CONTROL STATION LICENSE AREA
SCALE: 1"=50'



TOTAL DISTANCE ACROSS TRACT ALONG PROPOSED PIPELINE ROUTE = 51' ± OR 3.1 RODS ±



DRAWING NO.		REFERENCE TITLE	
PL-23611		CONSTRUCTION DRG.	
SC-1306-PL		TEMPORARY WORKSPACE DETAIL	
SC-1307-PL		PROPOSED WORKSPACE PLAN	

NO.	DATE	BY	REVISION DESCRIPTION	WO NO.	CHK.	APP.	DRAWN BY:	DATE:	ISSUED FOR CONSTRUCTION:	SCALE:
0	04-13-00	M.R.	PROPOSED PIPELINE CONSTRUCTION	22536	SM	APR	M.R.	4-13-2001	ISSUED FOR CONSTRUCTION:	SCALE: 1"=300'
1	02-08-01	K.W.	RELOCATE METER LOT	22536	JPR	APR	M.R.	5-04-2001	CODE: 2A-50	

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TEXAS GAS TRANSMISSION CORPORATION
 PROP. SOUTHAVEN POWER 16" LATERAL LINE
 ACROSS SOUTHAVEN POWER, LLC
 MILE 1+2675
 A PART OF S.W. 1/4 SECTION 15, T15, R8W
 DE SOTO COUNTY, MISSISSIPPI

Williams
 GAS PIPELINE

FLD. BR. 00-08, Pgs. 15-101