

**MASTER LICENSE AGREEMENT  
RAIL RIGHT OF WAY**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF TRAVIS**       §

**THIS MASTER LICENSE AGREEMENT** (this "Agreement") is made to be effective as of \_\_\_\_\_, 2024, between the **CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**, a political subdivision of the State of Texas organized and existing under Chapter 451 of the Texas Transportation Code ("CapMetro"), whose address is 2910 E. 5th Street, Austin, Texas 78702, acting through its duly authorized agent, the President and CEO or her designee, and **PEDERNALES ELECTRIC COOPERATIVE, INC.** ("PEC"), whose address is 201 South Avenue F, Johnson City, Texas 78636 (each a "Party", and collectively, the "Parties"), with reference to the following facts:

- (A) CapMetro is the owner of approximately 162 miles of railroad right-of-way, including the track, track support structures, and the real property, in the counties of Bastrop, Burnet, Lee, Llano, Travis, and Williamson, Texas, as more particularly described in a Deed dated May 20, 1998, and recorded in Volume 13187, Page 3118, of the Real Property Records of Travis County, Texas (the "Rail Right-of-Way"). The track, track support structures and the real property are collectively referred to herein as the "Giddings-Llano Line."
  
- (B) CapMetro has adopted a Capital Property and Asset Use Policy, which establishes a process and certain requirements for use of CapMetro real property including Rail Right-of-Way, and pursuant to that policy has developed standard terms for license agreements over CapMetro Rail Right-of-Way, including payment of specified fees.
  
- (C) PEC desires to install, operate, and maintain electrical transmission and distribution facilities at various locations across the Rail Right-of-Way to address its requirements to serve members of the public within its certificated electric service territory granted pursuant to its certificate of convenience and necessity issued by the Public Utility Commission of Texas.
  
- (D) In limited instances, due to PEC's obligation to serve members of the public within its service territory, CapMetro has granted licenses to PEC on nonstandard terms, similar to the terms of this Agreement.
  
- (E) CapMetro has determined that granting licenses to PEC according to the terms of this Agreement, and particularly in light of the consideration provided by PEC as part of this Agreement, is in the best interest of CapMetro and supports CapMetro's transit mission.

(F) The Parties now seek to enter into this Agreement to establish the terms between the Parties with respect to the grant to PEC of licenses to construct; to re-construct, upgrade, install and add; to relocate, replace, remove, and repair; and to inspect, patrol, maintain and operate certain electric and communication facilities, subject to CapMetro's reasonable requirements and the regulations and directives of the Federal Railroad Administration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

1. Requirements. CapMetro generally requires from third parties to cross or be located within its Rail Right-of-Way both (a) a permit to both access Rail Right-of-Way and for construction of facilities within its Rail Right-of-Way and (b) a license agreement for any facilities to be installed and remain within its Rail Right-of-Way. CapMetro will generally respond to PEC within thirty (30) calendar days regarding the status of an application for approval to proceed, or if any status changes or alterations required to obtain a license.
2. Permits to Perform Construction.
  - (a) CapMetro will grant permits to PEC to enter and perform construction work within the Rail Right-of-Way for the benefit of its members, upon PEC's submission of an application for a permit to be on Rail Right-of-Way and real property ("Application for Permit") and PEC's substantial compliance with CapMetro's procedures and requirements associated with granting of construction permits, as reasonably determined by CapMetro, in a form substantially similar to the permit attached hereto as **Exhibit A** and by this reference incorporated herein.
  - (b) Each Application for Permit is subject to approval by CapMetro to ensure that the permitted work is consistent with the limitations described in Section 6 of this Agreement which approval shall not be unreasonably withheld, conditioned or delayed.
3. Grant of Licenses.
  - (a) CapMetro will grant licenses to PEC to use and maintain certain portions of the Rail Right-of-Way for the benefit of its members, upon PEC's submittal of an application for license agreement, and substantial compliance with CapMetro's procedures and requirements necessary to apply for a license agreement, as reasonably determined by CapMetro, for each portion of the Rail Right-of-Way that PEC intends to use, in a form substantially similar to the license agreement as agreed to by the parties attached hereto as **Exhibit B** and by this reference

incorporated herein.

- (b) CapMetro represents it holds sufficient title to the Rail Right-of-Way to grant any permit or license pursuant to this Agreement. For any licenses granted, CapMetro will make these grants solely to the extent of its right, title, and interest in the Rail Right-of-Way, without any further express or implied warranties, and subject to all present and future matters of record affecting the Rail Right-of-Way.
  - (c) Each Application for License Agreement is subject to approval by CapMetro to ensure that granting the license is consistent with the limitations described in Section 6 of this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed.
4. Consideration. Given the public purposes of each entity, the Parties have agreed that a one-time license fee in the amount of Five Thousand Dollars (\$5,000.00) is the License Fee to be paid by PEC for each individual license agreement executed between the Parties during the term of this Agreement. As additional consideration for CapMetro's grant of licenses under the nonstandard terms provided in this Agreement, PEC agrees to the following:
- (a) Within thirty (30) days after completion , provide stamped engineering as-builts and drawings to CapMetro, of any new or modified PEC installations or facilities on CapMetro property, including:
    - aerial or sub-grade elements; and
    - GIS location pin data.
  - (b) Within thirty (30) days after execution of this Agreement, provide an inventory of all CapMetro electric meters on CapMetro property, including physical address, image, and GIS content.
  - (c) Within thirty (30) days after execution of this Agreement, for all existing PEC installations or facilities on CapMetro property, PEC will provide GIS location pin data.
  - (d) When Building Information Modeling (BIM) is utilized as part of engineering and design efforts involving CapMetro property, provide to CapMetro files in a source file generated to aid in digital linear assets configurations maintained by CapMetro.
  - (e) For all electrical transmission installations involving CapMetro property, biannually provide seasonal reporting to CapMetro, with Electromagnetic Interference (EMI) and stray current reporting on field threshold actuals, and assist to ensure that these readings are sustained within code requirements and applicable regulations.
  - (f) Within sixty (60) days after execution of this Agreement and annually thereafter, provide CapMetro with yearly capital investment schedules

associated with projects or work that will impact CapMetro Rail Right-of-Way, which may include drawings, designs and schedules, but will not include any financial costs for such planned projects.

- (g) PEC shall provide an account representative to provide updates on electrical work programs involving CapMetro buses, facilities, demand response, commuter rail and light rail service elements pertaining to scheduled, unscheduled or emergency events. Both Parties shall communicate regularly to encourage proactive business practices.
- (h) As requested by CapMetro, but no more than twice a year, PEC will participate in executive-level meetings with CapMetro to foster communication and collaboration between the Parties and to verify compliance with the terms of this Agreement. Such meetings will be in addition to regular meetings and communications between the Parties necessary to support day-to-day business.
- (i) Upon reasonable request, consult with CapMetro to provide PEC's advice and expertise on energy conservation measures increasing electrification, especially in the context of bus, facilities, commuter rail and light rail uses, and update CapMetro on rates approved in the Tariff and Business Rules of PEC.

5. Emergency Response. For the purpose of this Agreement, an emergency shall involve an existing condition of or imminent threat to public health, safety, property damage to third parties or loss of electric service for third parties caused by or affecting PEC facilities within CapMetro property. In an emergency, PEC will take such actions necessary to address the emergency on CapMetro property. Efforts will be made to contact the CapMetro's Railroad Department by telephone at (512) 997-0010 during an emergency; however, PEC will update CapMetro in writing within five (5) business days of any such actions undertaken on any property of CapMetro subject to a license agreement.

6. Limits on License.

- (a) The existence of this Agreement is expressly subject and subordinate to the present and future right of CapMetro, its successors, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any improvement, including but not limited to utility facilities, rights-of-way, sidewalks, driveways, railroad signage, signal boxes, or ballast on, beneath, or above the surface of the Rail Right-of-Way.
- (b) The existence of this Agreement is expressly subject and subordinate to the present and future right of CapMetro, its successors, assigns, lessees, and grantees, to construct, install, and establish mass transit or freight rail facilities on, beneath, or above the surface of the Rail Right-of-Way ("Mass Transit Facilities").

- (c) The existence of this Agreement is expressly subject and subordinate to:
    - (i) CapMetro's mass transit rights, obligations, duties, use, plans and operations;
    - (ii) the authority of the Federal Transit Administration and the requirements of any federal grants obtained by CapMetro in connection with its acquisition of the Giddings-Llano Line;
    - (iii) the regulations and directives of the Federal Railroad Administration;
    - (iv) any rail freight services contract, rail freight operations, and passenger rail operations; and
    - (v) all easement, restrictions, covenants, licenses, encumbrances, leases, conditions, liens and claims of title affecting the Giddings-Llano Line ("Mass Transit Obligations").
  - (d) If CapMetro reasonably determines in its sole discretion that PEC's use or uses of the Rail Right-of-Way interferes with CapMetro's use of the Rail Right-of-Way, Mass Transit Facilities, or Mass Transit Obligations, then CapMetro will first work with PEC to allow PEC to shift or relocate the PEC facilities at PEC's expense and to determine the most cost-effective method of relocation or shifting of PEC's Facilities. CapMetro shall give PEC reasonable prior written notice of the need for the relocation of PEC's facilities of at least one-hundred eighty (180) days, for PEC to submit documentation of the costs and expense of such relocation to CapMetro. If reimbursement is available for relocation, PEC shall receive its portion of reimbursement payments attributable to its facilities.
7. Recording. Neither party shall record this Agreement or any license agreement in the real property records of any county.
8. Insurance. PEC shall meet all insurance requirements established in each license agreement entered into pursuant to this Agreement.
9. Indemnification by Contractors. PEC shall require its contractor(s) to fully indemnify, save, and hold harmless CapMetro, its officers, employees, agents, and licensees (collectively called "Indemnitees") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever, on account of personal injury (including without limitation, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arises, or is claimed to arise out of, or is claimed to be, in any manner connected with any acts or omissions by PEC (including its contractors, agents, employees, licensees or invitees) concerning each license except otherwise caused by the gross negligence or willful act of CapMetro. PEC's contractor(s) must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based thereon using counsel reasonably satisfactory to Indemnitees' Chief Counsel, and pay all reasonable attorneys' fees and all other reasonable costs and expenses of any kind arising from any aforesaid liability, damage, loss, claims, demands, or actions.

10. Agreement Term and Termination.

- (a) *Agreement Term.* This Agreement shall remain in full force and effect unless otherwise terminated in accordance with this Agreement.
- (b) Termination. The Parties may terminate this Agreement upon one (1) year notice. A notice to terminate under this paragraph does not affect the validity of nor serve to terminate any license agreement entered into prior to the effective date of termination.

11. Default and Remedies.

(a) Default

PEC will be in default under this Agreement if:

- (i) PEC fails to pay within thirty (30) days from the receipt of written demand any monetary payment then due under this Agreement; or
- (ii) PEC fails to comply with the terms or conditions of this Agreement, or with the terms or conditions of any license agreement entered into pursuant to this Agreement, after the expiration of thirty (30) days from the receipt of written notice to PEC specifying in reasonable detail the terms or conditions not complied with.

CapMetro will be in default under this Agreement if:

- (i) CapMetro fails to grant PEC a permit or license in accordance with the terms and conditions set out in Sections 3 and 4 of this Agreement.
- (b) Remedies. Upon an uncured default by a Party, the non-defaulting Party will have, in addition to any and all other rights, remedies, and recourses available at law or in equity excluding indirect or consequential damages, including the right to terminate this Agreement in whole or in part, subject to Sections 10 and 25 of this Agreement.

12. Eminent Domain. If eminent domain is asserted on any portion of property licensed to PEC under this Agreement by a paramount authority, then CapMetro will, to the extent permitted by law, cooperate with PEC to remove PEC's affected facilities or improvements thereon. The proceeds of such condemnation as to real property interests shall be the property of CapMetro notwithstanding such proceeds, if any, that PEC may obtain directly from such condemning authority as may be allocated for PEC's facilities as a license holder under any license agreement.

13. Venue. Venue for all lawsuits concerning this Agreement must be in a court of competent jurisdiction in Travis County, Texas.
14. Waiver of Default. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.
15. Assignment. Notwithstanding anything to the contrary contained herein, PEC may not assign or transfer its rights herein without CapMetro's prior written consent, which may be withheld in CapMetro's sole discretion.
16. Successors and Assigns. This Agreement, until its termination or expiration, will automatically:
  - (a) inure to the benefit of CapMetro, its successors or assigns, and inure to the benefit of PEC and its successors.
17. Notice. Formal notices, demands and communications will be sufficiently given if, and will not be deemed given unless, delivered personally, dispatched by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized express delivery or overnight courier service, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

If to CapMetro:

Capital Metropolitan Transportation Authority  
Attn: Ken Cartwright, Vice President,  
Facility Management & Capital Construction  
2910 E. 5<sup>th</sup> Street  
Austin, TX 78702

With a copy to:

Capital Metropolitan Transportation Authority  
Attn: Brad Bowman, Chief Counsel  
2910 E. 5<sup>th</sup> Street  
Austin, Texas 78702

If to PEC:

Pedernales Electric Cooperative, Inc.  
Attn: Commercial, Industrial, Municipal Relations Manager  
201 S. Avenue F  
Johnson City, Texas 78636

With a copy to:

Pedernales Electric Cooperative, Inc  
Attn: Legal Services Department  
201 S. Avenue F  
Johnson City, Texas 78636

Such written notices, demands, and communications will be effective on the date shown on the delivery record as the date delivered (or the date on which delivery was refused) or in the case of certified mail, two (2) business days following deposit of such instrument in the United States Mail.

18. Compliance with Laws. PEC covenants that all construction, installation, repair, maintenance, and removal of facilities or improvements permitted by this Agreement must be done in compliance with applicable laws, including the regulations and directives of the Federal Railroad Administration, ordinances, regulations, and its standards now existing or later adopted.
19. Amendments. The Parties will have the authority to negotiate and execute amendments to this Agreement without further action by either Party's governing body to the extent necessary to further clarify the intent of the respective governing bodies, but not in such a way as would constitute a substantive modification of the Agreement's terms and conditions. Any amendments that would constitute a substantive modification to the Agreement must be approved by each Party's governing body, as appropriate. Whether substantive or typographical in nature, any modification, amendment, or supplement to this Agreement must be agreed upon in a writing signed by both Parties.
20. Interpretation. Although drafted by CapMetro, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
21. Governing Law. This Agreement will be construed, interpreted, and enforced in

accordance with the laws of the State of Texas.

22. No Fee Conveyance. This Agreement will not be deemed to convey any fee title in or to any property or tracts of land, but merely to grant the licenses, rights and privileges set forth herein.
23. Counterparts. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument.
24. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof will constitute a waiver of either party's right to demand exact compliance with the terms hereof.
25. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and for all purposes will be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties with respect to the subject matter hereof. If any term or provision of this Agreement or the application thereof to any person or circumstance for any reason and to any extent is held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to such term or provision.
26. Limitation on Liability. No officer, director, partner, member, official or employee of PEC shall be personally liable to CapMetro in the event of any default or breach by PEC, or for any amount which may become due to CapMetro, or on any obligations under the terms of this Agreement. No officer, director, partner, member, official or employee of CapMetro shall be personally liable to PEC in the event of any default or breach by CapMetro, or for any amount which may become due to PEC, or on any obligations under the terms of this Agreement.
27. Liability and Indemnity.

(a) TO THE EXTENT PERMITTED BY LAW, PEC WAIVES ALL RIGHTS OF RECOVERY AGAINST CAPMETRO (AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF CAPMETRO), AND AGREES TO RELEASE CAPMETRO FROM LIABILITY, FOR LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE PROPERTY INSURANCE IN EFFECT COVERING PEC AT THE TIME OF SUCH LOSS OR DAMAGE AS LONG AS SUCH DAMAGE OR LOSS IS NOT ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF

CAPMETRO OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES. IT IS THE EXPRESS INTENT OF CAPMETRO AND PEC THAT THE WAIVER OF SUBROGATION CONTAINED IN THIS SECTION APPLY TO ALL MATTERS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME THAT ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CAPMETRO OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES.

(b) UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL ACT OF CAPMETRO, PEC SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CAPMETRO AND ITS OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "CAPMETRO INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS AND CAUSES OF ACTION WHATSOEVER BY A THIRD PARTY ("CLAIMS"), TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY OUT OF (A) ANY ACT OR OMISSION OCCURRING WITHIN THE LICENSED PREMISES COMMITTED BY PEC, ITS AGENTS, EMPLOYEES OR CONTRACTORS, (B) ANY BREACH OF THIS AGREEMENT BY PEC, ITS AGENTS, EMPLOYEES, OR CONTRACTORS, (C) ANY FALSE REPRESENTATION OR WARRANTY MADE BY PEC HEREUNDER, AND (D) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PEC, OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS IN CONNECTION WITH THIS AGREEMENT. PEC WILL ACT WITH DUE DILIGENCE AND IN GOOD FAITH IN THE DEFENSE OF ALL CLAIMS AGAINST THE CAPMETRO INDEMNIFIED PARTIES. MAINTENANCE OF THE INSURANCE REQUIRED UNDER THIS AGREEMENT SHALL NOT AFFECT PEC'S INDEMNITY OBLIGATIONS. PEC MAY IN GOOD FAITH CONTEST THE VALIDITY OF ANY CLAIMS MADE AGAINST CAPMETRO OR PEC, PROVIDED THAT THE EXPENSES THEREOF SHALL BE PAID BY PEC AND PEC SHALL MAINTAIN ADEQUATE INSURANCE TO COVER ANY LOSS(ES) WHICH MIGHT BE INCURRED.

(c) UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL ACT OF PEC, TO THE EXTENT PERMITTED BY STATE LAW, CAPMETRO SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS PEC AND ITS OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "PEC INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS AND CAUSES OF ACTION WHATSOEVER BY A THIRD PARTY ("CLAIMS"), TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY OUT OF (A) ANY ACT OR OMISSION OCCURRING WITHIN THE LICENSED PREMISES COMMITTED BY CAPMETRO, ITS AGENTS, EMPLOYEES OR CONTRACTORS, (B) ANY BREACH OF THIS AGREEMENT BY CAPMETRO, ITS AGENTS, EMPLOYEES, OR CONTRACTORS, AND (C) ANY FALSE REPRESENTATION OR WARRANTY

MADE BY CAPMETRO HEREUNDER, (D) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CAPMETRO, OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS IN CONNECTION WITH THIS AGREEMENT. CAPMETRO WILL ACT WITH DUE DILIGENCE AND IN GOOD FAITH IN THE DEFENSE OF ALL CLAIMS AGAINST ANY OF THE PEC INDEMNIFIED PARTIES. CAPMETRO MAY IN GOOD FAITH CONTEST THE VALIDITY OF ANY CLAIMS MADE AGAINST PEC OR CAPMETRO, PROVIDED THAT THE EXPENSES THEREOF SHALL BE PAID BY CAPMETRO AND CAPMETRO SHALL MAINTAIN ADEQUATE INSURANCE TO COVER ANY LOSS(ES) WHICH MIGHT BE INCURRED.

28. Consents and Approvals by CapMetro. Unless expressly stated otherwise herein to the contrary, any approval, determination, consent, waiver or joinder by CapMetro required hereunder may be given by the President and CEO of CapMetro or a designee; provided, however, except for minor amendments or modifications, the President and CEO does not have the authority to execute any substantial modification or amendment of this Agreement without approval of the CapMetro Board of Directors.
29. Confidentiality. CapMetro recognizes PEC's proprietary interest in and title to all its information, including, without limitation, technical, financial, staffing and business plans and information, strategic information, marketing, power supply information, electric transmission/distribution system information, and such other information that may be designated as "Protected Information" within the Electric Reliability Council of Texas (ERCOT) Protocols or designated as "ERCOT Critical Energy Infrastructure Information" within the ERCOT Protocols, customer/member information, employee information, requests for proposals, responses to requests for proposals, specifications, drawings, prices, costs, procedures, proposed services or products, processes, business systems, software programs, techniques, services, or like information of PEC, disclosed or otherwise supplied by PEC to CapMetro whether marked as CONFIDENTIAL or to which CapMetro becomes exposed during and through the this Agreement, or materials prepared by CapMetro based on such items and includes any personal identifying information or sensitive personal information including information on customers of PEC or otherwise contains materials that, in either party's reasonable determination, are the subject of relevant privacy law, rule or regulation ("Confidential Information").

To the extent permitted by the Texas Open Meetings Act and other pertinent law, during the term of this Agreement and thereafter, CapMetro shall keep such Confidential Information strictly confidential and shall use Confidential Information solely for the purposes of this Agreement. CapMetro and its employees shall not disclose to anyone or use for the benefit of CapMetro or for any entity other than PEC any Confidential Information. CapMetro shall disclose, transfer or otherwise make available the Confidential Information to only those CapMetro employees and such consultants or subcontractors employed or retained by CapMetro who have a need to know and who agree to be bound by the obligations set forth herein.

Upon termination of this Agreement, whichever is earlier, all Confidential Information (including written materials) furnished by PEC, shall be destroyed or returned to PEC as directed by PEC except for computer-generated archival or back-up copies automatically generated during the course of CapMetro's operations.

[END OF TEXT - SIGNATURE AND NOTARY BLOCKS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement to be effective as of the date first written above.

**Pedernales Electric Cooperative, Inc.:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Julie C. Parsley

Title: Chief Executive Officer

**Capital Metropolitan Transportation Authority:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Dottie Watkins

Title: President & CEO

Approved to form:

By: \_\_\_\_\_

Name: Brad Bowman

Title: Chief Counsel

**EXHIBIT A**  
**PERMIT FORM AGREED TO BY PARTIES**

**EXHIBIT B**  
**FORM OF LICENSE AGREEMENT AGREED TO BY PARTIES**