RELEASE AGREEMENT This MUTUAL RELEASE AGREEMENT (this "Agreement") is made as of the _____ day of _____, 20__, between _____ ("Seller") and [INSERT NAME OF BUYER] ("Buyer"). WHEREAS, Buyer has requested that Seller permit Buyer to enter Seller's premises to retrieve items purchased from Seller (collectively, the "Activities") located on property owned by Seller and more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"), and Seller has agreed to allow Buyer to access the Property for the sole and specific purpose of the Activities, and no other purpose; and WHEREAS, in consideration of Seller permitting Buyer access to the Property for the purpose of conducting the Activities, Buyer has agreed to release Seller and waive any and all claims against Seller in connection with the Activities on the Property as contemplated hereunder. Now, therefore, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged: 1. The recitals above are incorporated herein by this reference. 2. Seller hereby grants to Buyer a limited right of access to the Property, for the sole and specific purpose of conducting the Activities, and for no other purpose, on [insert dates] and terminating [insert date] after the date hereof, subject to extension by mutual agreement of the parties hereto. Prior to entering the Property, Buyer shall make arrangements with Seller to be escorted at all times while on the Property by an employee, agent or contractor of Seller. 3. Buyer hereby releases Seller and Seller's affiliates, officers, directors, employees, shareholders, agents, contractors, successors and assigns, and the officers, directors, employees, shareholders, agents, contractors, successors and assigns thereof (collectively, the "Seller Released Parties"), and waives any and all claims, causes of action and liabilities of any kind or nature against the Seller Released Parties, in connection with or arising from Buyer's Activities on the Property. Buyer shall indemnify and defend Seller and its affiliates and associated companies and their respective stockholders, members, managers, officers, directors, employees, agents, successors and assigns (the "Seller Indemnitees") against, and shall hold them harmless from, any and all liabilities, losses, damages (including punitive, compensatory and consequential damages), claims (including third party claims), charges, interest, penalties, fines, settlement payments, awards, judgments, taxes, diminution in value, fees, costs and expenses (including legal, consultant, accounting and other professional fees, costs of sampling, testing, investigation, removal, treatment and remediation of contamination and fees and costs incurred in enforcing rights under this Paragraph 3) (collectively, "Losses") resulting from, arising out of, related to or incurred by any Seller Indemnitee in connection with, or otherwise with respect to (a) any injury or damage to property or employees, contractors, subcontractors, representatives or agents of Buyer used on or employed in the activities of Buyer on the Property; (b) any injury or damage to any property, wherever located and including, without limitation, the Property, or person, including without limitation the employees, contractors, subcontractors, representatives or agents of Buyer, which is caused by, arises out of or is related to any act or omission of Buyer or any of its employees, contractors, subcontractors, representatives or agents while on the Property or adjacent property owned by Seller. Notwithstanding anything to the contrary herein, Buyer shall not indemnify Seller for Seller's negligence or intentional misconduct. 4. Notwithstanding termination of this Agreement as heretofore provided, the release and indemnity provisions of Paragraph 3 hereof shall survive indefinitely. 5. The right of access herein granted is strictly personal to Buyer, may be exercised by Buyer only, and no other person, and may not be assigned in whole or in part to any other person without the prior written consent of Seller. 6. This Agreement may be executed in multiple counterparts and by facsimile, all of which taken together shall constitute one Agreement binding on each of the parties hereto. IN WITNESS WHEREOF, the parties hereto have caused this Mutual Release Agreement to be executed as of the date first above written. Seller: ENTERGY LOUISIANA, LLC By: Name: R. Ken Looper, II Its: Manager, Real Estate Buyer: [INSERT NAME OF CONTRACTOR] By: Name: Its: EXHIBIT "A" Seller's Site Location: PAGE * Arabic * MERGEFORMAT 1

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