

SURPLUS EQUIPMENT, ITEMS, AND GOODS BILL OF SALE

This Bill of Sale is entered into as of _____, 2011, by and between Calpine Operating Services Company, Inc. (the "Seller") and _____ (the "Buyer"). Subject to the terms and conditions set forth herein, the Seller agrees to sell, and the Buyer agrees to buy, the personal property consisting of the equipment, items and/or goods identified in Exhibit A hereto and incorporated herein by reference (collectively, the "ITEMS").

Upon receipt of a cashier's check in the amount of _____ dollars and No/100 (\$ _____) from Buyer, Seller does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Buyer, all of its right title and interest in the ITEMS.

BUYER UNDERSTANDS AND AGREES THAT THE SELLER IS CONVEYING THE ITEMS BEING SOLD, AND BUYER IS PURCHASING THE ITEMS BEING SOLD, AT BUYER'S OWN RISK, WITH RESPECT TO ALL CLAIMS OR ACTIONS, OTHER THAN WITH RESPECT TO TITLE (SELLER WARRANTS GOOD TITLE TO THE ITEMS AND THAT SUCH TITLE SHALL PASS TO AND VEST IN BUYER FREE AND CLEAR OF ALL LIENS, CLAIMS, CHARGES, SECURITY INTERESTS, ENCUMBRANCES AND RIGHTS OF OTHER PARTIES UPON EXECUTION OF THIS BILL OF SALE). BUYER ACKNOWLEDGES AND AGREES THAT THE BUYER ASSUMES FULL RESPONSIBILITY FOR THE ITEMS BEING SOLD UPON RECEIPT BY BUYER, WHICH BUYER SHALL PICK- UP FROM SELLER'S PREMISE, AND THAT THE SELLER IS IN NO WAY RESPONSIBLE FOR THE ITEMS BEING SOLD UPON RECEIPT BY BUYER. BUYER UNDERSTANDS AND AGREES THAT THE ITEMS ARE BEING SOLD TO BUYER "AS IS - WHERE IS" AND THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE ITEMS OF ANY KIND, OTHER THAN THE WARRANTY OF GOOD TITLE SET FORTH ABOVE, AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED.

SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER WARRANTY OBLIGATION IN CONNECTION WITH THE ITEMS OR ANY PART THEREOF. BUYER FURTHER AGREES TO DEFEND, RELEASE, AND HOLD HARMLESS THE SELLER AND ALL OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE SELLER, AND ALL ENTITIES AFFILIATED WITH SELLER (COLLECTIVELY, THE "AGENTS") FROM ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, CAUSES OF ACTION, OBLIGATIONS AND LIABILITIES RELATED TO THE ITEMS BEING SOLD, EXCEPT WITH RESPECT TO GOOD TITLE, WHETHER KNOWN OR UNKNOWN AT THIS TIME, BOTH AT LAW AND AT EQUITY; THAT THE BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SELLER AND ITS AGENTS AGAINST ALL LOSS, LIABILITY, CLAIM, DAMAGE OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING DIRECTLY OR

INDIRECTLY FROM THE ITEMS BEING SOLD; THAT ALL ACTIONS OF ANY KIND AND NATURE INVOLVING THE SELLER AND RELATED TO THE ITEMS BEING SOLD SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS; AND THAT BY EXECUTION OF THIS DOCUMENT BY ITS AUTHORIZED OFFICER, THE BUYER HEREBY ACCEPTS ALL RESPONSIBILITY FOR LIABILITY AND EXPENSES INCURRED WITH RESPECT TO (A) THE SURPLUS ITEM BEING SOLD UPON DELIVERY AND (B) BUYER'S OR ITS SUBCONTRACTOR'S ACTIVITIES IN CONNECTION WITH ENTRY ONTO SELLER'S PREMISES AND THE PICK UP OF THE ITEMS BEING SOLD .

BUYER REPRESENTS, WARRANTS AND COVENANTS THAT THE SURPLUS ITEMS WILL BE TRANSPORTED, MANAGED AND DISPOSED OF IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.

IN WITNESS WHEREOF, the Seller has executed and delivered this Bill of Sale for purposes of conveying title to the Surplus Items, and the Buyer has executed and delivered this Bill of Sale and agrees to abide by its terms, all as of this _____ day of _____, 2011.

SELLER

BUYER:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Witness

Witness

EXHIBIT A

List of Surplus Items

EXHIBIT B

RECEIPT AND ACKNOWLEDGEMENT

The undersigned authorized representative of _____ (the "Seller") hereby (i) confirms receipt of _____ and ____/100 dollars (\$ _____) from _____ (the "Buyer") in connection with that certain Bill of Sale, dated as of _____, 2011, by and between Seller and Buyer and (ii) acknowledges payment in full pursuant to the terms and conditions of such Bill of Sale.

SELLER

By:

Its:

Date:

ACCESS AGREEMENT

For

REMOVAL OF [REDACTED]

This Access Agreement (“Agreement”), effective [REDACTED], 2011, is entered into between Calpine Corporation and its Affiliate (collectively “Calpine”) who, for the purposes of this Agreement is located at [REDACTED], TX 77002 and Buyer (“Buyer”) who, for the purposes of this Agreement is located at [REDACTED].

The parties understand that BUYER wishes to access Calpine’s Turbine Maintenance site (the “Site”) at [REDACTED], in connection with the pick up and removal of [REDACTED] as identified in the bid walk on [REDACTED], 2011 (“the Material”) and Calpine is willing to grant such access in accordance with the terms and conditions of this Access Agreement.

- 1. BUYER and all employees or subcontractors of BUYER involved in the removal of the Material shall report to the Calpine Representative or his designee for Safety Orientation prior to accessing the Site.

Calpine Representative:	[REDACTED]	Phone:	[REDACTED]
BUYER:	[REDACTED]	Phone:	[REDACTED]

- 2. BUYER shall maintain safe work practices to ensure safe and healthful operations under their direction. BUYER shall take all necessary precautions to prevent the occurrence of any injury or damage to persons or property during their access to the Site.
- 3. BUYER shall protect, defend, indemnify and hold harmless, to the greatest extent allowed by law, Calpine and its subsidiaries and affiliates, and each of their respective officers, directors, employees or agents and representatives from and against all liabilities, losses, damages, claims, liens, demands and causes of action of any type and all cost and expenses associated therewith resulting from injury to or death of persons, including employees of BUYER or Calpine, or any third party or any property damage caused by or arising out of the acts or omissions of BUYER, its employees or subcontractors in connection with the access to the Site and the removal of the Material.
- 4. BUYER shall maintain in full force and effect during the term of this Agreement, at its sole cost and expense, the insurance described below with coverage at levels normal in the ordinary course of its business, but at levels

no less than the minimums indicated. A certificate of insurance evidencing such coverages shall be provided to Calpine prior to accessing the Site.

- 4.1 Commercial general liability insurance, including bodily injury, property damage, independent contractors, product/completed operations, contractual and personal injury liability, with a combined single limit of \$1,000,000 each occurrence.
- 4.2 Business automobile liability insurance covering owned non-owned and hired automobiles for a combined single limit of \$1,000,000.
- 4.3 Workers Compensation insurance with statutory limits, and Employers Liability insurance with limits of not less than \$1,000,000.
- 5. BUYER will remove the Material to its location for the purpose of weighing the Material. A Calpine Representative will be present for this process.
- 6. BUYER shall furnish all tools, equipment and personnel required for the removal & weighing of the Material at no cost to Calpine.
- 7. BUYER shall have until [redacted] to remove all Material from the Site. Calpine may assume that any Material left at the Site after the [redacted] is abandoned.
- 8. Calpine shall retain ownership of the Material until a Surplus Equipment, Items and Goods Bill of Sale is signed by the parties and payment is made by BUYER to Calpine for such Material.

Acknowledged and Agreed:

Calpine Corporation	BUYER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____