



### **Exhibit "B"**

The Licensee shall, at its own cost and expense, procure the insurance set forth in Exhibit B-1, attached hereto and made a part hereof, and promptly pay when due all premiums for the insurance. This insurance shall be kept in force during the life of the License Agreement.

The Licensee hereby waives its rights of subrogation, as respects the above required insurance policies, against the Licensor for payments made to or on behalf of the employees of the Licensee or Subcontractors of the Licensee and for loss of its owned or leased property or property under its care, custody and control while on the Giddings/ Llano Line or other real property. Contractor's insurance shall be primary with respect to any insurance, which might be carried by Licensor.

The Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement and, upon request, a certified duplicate original of any of those policies. The insurance company (ies) issuing such policy (ies) shall notify the Licensor in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggravated limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

The insurance policy (ies) shall be written by a reputable insurance company or companies acceptable to the Licensor or with a current Best's Insurance Guide Rating of A+ and Class XIII or better. Such insurance company shall be authorized to transact business in the State of Texas.