

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

SECOND AMENDMENT TO ROADWAY USE AND MAINTENANCE AGREEMENT

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into by and between Fort Bend County, Texas (the "County"), a body politic acting herein by and through its Commissioners Court, and AP Solar 2, LLC, a Delaware limited liability company (the "Project Company"). The County and the Project Company may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Parties executed and accepted that certain Roadway Use Agreement on April 27, 2021, as affected by that certain Amendment to Roadway Use and Maintenance Agreement dated September 14, 2021 (hereinafter, the "Agreement"); and

WHEREAS, the majority of the construction activities by the Project Company have been completed (hereafter referred to as Phase 1), and Project Company is not currently conducting construction activities in the County; and

WHEREAS, the Project Company may start a new phase of construction on the solar project (hereafter referred to as Phase 2) during which Project Company would use fewer County Roads, at lower levels and for a shorter time period; and

WHEREAS, THE Parties desire to amend the Agreement to modify certain terms of the Agreement.

NOW, THEREFORE, the Parties do mutually agree to amend the Agreement as follows:

- I. Replace Paragraph 1.A. of the Agreement in its entirety with the following:
 - A. Pay a bond in the amount of \$3,000,000 to cover any costs of repairing the entire County Roads subject to this Phase 1, if necessary; and
 - B. Post a bond in the amount of \$500,000 prior to the release of the \$3,000,000 bond posted under Section I.A. to cover the costs of repairing the Subject Roadways, if necessary; and"
- II. Replace Section 1.D. of the Agreement in its entirety with the following:
 - D. During Phase 1, place personnel and/or signage, subject to Texas Department of Transportation approval, at the following intersections to enforce delivery, access and egress routes according to Exhibit A, during scheduled delivery hours for the construction phase:
 - (I) FM 1994 and Brumbelow Road;

- (II) FM 1994 and Wolfgang Road;
- (III) Brumbelow Road and Beard Road;
- (IV) Hughes Road and Kemp Road;
- (V) Wolfgang Road and Beard Road;
- (VI) Kocurek Road and FM 1462;
- (VII) Hughes Road and FM 1994;
- (VIII) Wolfgang Road and Wolfgang Road;
- (IX) Barak Road and Highway 36; and
- (X) Hughes Road and Beard Road.

During Phase 2, place personnel and/or signage, subject to Texas Department of Transportation approval, at the following intersections to enforce delivery, access and egress routes according to Exhibit B, during scheduled delivery hours for the construction phase:

- (I) FM 1994 and Wolfgang Road/Padon Road;
- (II) Hughes Road and FM 1994; and
- (III) Barak Road and Wolfgang Road

III. Insert Paragraph 1.I into the Agreement:

I. Prior to Phase 1 and Phase 2 construction, submit video recordings of the roadway existing conditions.

IV. Insert Paragraph 1.J into the Agreement:

- I. At the completion of Phase 1, request an inspection from the County. If additional repairs are required, Project Company will complete such repairs and request a final inspection from the County.
 - a. Hughes Road from FM 1994 to 4,688 feet south of FM 1994 will not be repaired to pre-existing conditions at the end of Phase 1. Hughes Road in this area will remain gravel in the anticipation of starting Phase 2 by August 1, 2023.
 - b. During the period from the Phase 1 Construction Completion letter being issued and August 1, 2023, the Project Company will not be responsible for maintenance of Hughes Road.
- II. At the completion of Phase 2, request an inspection from the County. If additional repairs are required, Project Company will complete such repairs and request a final inspection from the County.

V. Replace Paragraph 2.B. of the Agreement in its entirety with the following:

B. To grant permission to use the County Roads for delivery, access and egress to and from the Project Company's Facility by vehicle, crane, or other means of delivery, access and egress during the Construction Phases of the Project Company's Facility. "Phase 1" was from February 1, 2021 through June 30, 2022, and the "Phase 2," if it

occurs, shall start on the date provided by written notice from the Project Company to the County, with at least thirty (30) days' prior notice., and the period shall end no later than twelve (12) months after the start date.

VI. Replace Paragraph 2.F. of the Agreement in its entirety with the following:

2.F. Inspection and Release of Bond

- (I) Upon notification that Phase 1 is complete, the County will inspect the road and generate a punch list and deliver it to the Project Company. Once the County is notified the punch list repairs have been completed, the County will inspect the County Roads again and either (i) issue an updated punch list with items not completed or (ii) a Construction Completion letter and approval to release the Phase 1 bond. The Construction Completion letter and release of the bond will be completed within forty-five (45) days of the final inspection and the County receiving the Phase 2 bond in the amount of \$500,000.
- (II) Upon notification that Phase 2 is complete, the County will inspect the road and generate a punch list and deliver it to the Project Company. Once the County is notified the punch list repairs have been completed, the County will inspect the County Roads again and either (i) issue an updated punch list with items not completed or (ii) a Construction Completion letter and approval to release the Phase 2 bond. The Construction Completion letter and release of the bond will be completed within forty-five (45) days of the final inspection.
- (III) The County shall not require the Project Company to repair the County Roads for damage in the period between the Phase 1 and Phase 2 construction periods.

VII. Insert Paragraph 2.G into the Agreement:

I. County shall be responsible for maintenance of Hughes Road from FM 1994 to 4,688 feet south of FM 1994 for the time period between the Phase 1 Construction Completion letter being issued and August 1, 2023.

VIII. Replace the Project Company's notice address in Paragraph 6.A. with the following:

If to Project Company, to:
AP Solar 2, LLC
c/o Copenhagen Infrastructure Partners
Attn: Connie Moser
412 W 15th Street, 15th Floor
New York, New York 10011

IX. Exhibit C attached hereto for Phase 2 construction is hereby incorporated into this Agreement.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY



County Judge KP George

KP George, County Judge

June 13, 2023

Date

ATTEST:



J. Stacy Slawinski, P.E., County Engineer

PROJECT COMPANY:

AP Solar 2, LLC, a Delaware limited liability company

By:



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Name: Sean Toland

Title: Secretary

DocuSigned by:



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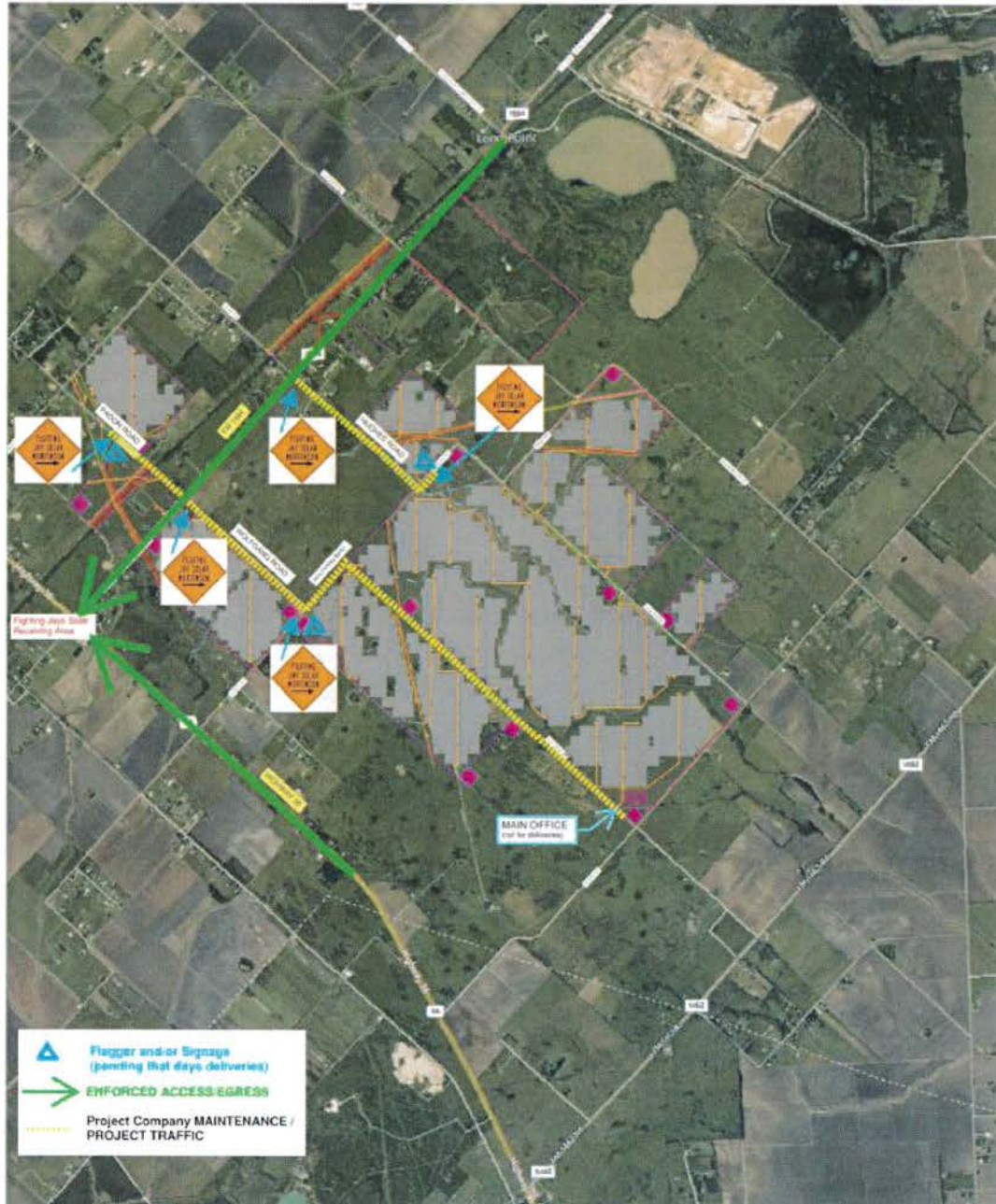
Connie Moser

Managing Director

Exhibit C
Phase 2 Road Maintenance and Upkeep Corridors

- Wolfgang Road between FM 1994 and Beard Rd intersection - Graveled
- Hughes Road between FM 1994 and 1-mile towards Beard Rd (AKA - Region 5 North construction entrance) - Graveled
- Padon Road between FM 1994 to the construction entrance of the Project Company's Facility - Chip Seal

EXHIBIT C
Phase 2 Road Maintenance and Upkeep Map
ROAD MAINTENANCE AND UPKEEP MAP



Rev 10 - 06/05/2022