

NOVATION AGREEMENT

S&B Infrastructure, Ltd. (the “*Transferor*”), a limited partnership duly organized and existing under the laws of Texas with its principal office at 15150 Memorial Drive, Houston, TX 77079; and R.R.P. Consulting Engineers L.L.C. (the “*Transferee*”), a Texas limited liability company duly organized and existing under the laws of Texas with its principal office at 5408 N. 10th St., McAllen, TX 78504; and the Fort Bend County (the “*Customer*”) enter into this Agreement as of June 6, 2023.

(a) The parties agree to the following facts:

- (1) The Customer has entered into certain contracts, master agreements, work authorizations, or similar (the “Contracts”) with the Transferor, as identified on Exhibit A and incorporated in this Agreement by reference. The Contracts, as used in this Agreement, means the above as well as all other contracts, work authorizations and purchase orders, including all modifications, made between the Customer and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Customer or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term “the Contracts” are also all modifications made under the terms and conditions of these contracts and purchase orders between the Customer and the Transferee, on or after the effective date of this Agreement.
- (2) As of May 25, 2023, the Transferor has agreed to transfer to the Transferee substantially all the assets of the Transferor concerning the engineering, design, and related services of infrastructure projects by virtue of an asset purchase agreement between the Transferor and the Transferee.
- (3) The Transferee shall acquire substantially all the assets of the Transferor concerning the engineering, design and related services of infrastructure projects by virtue of the above transfer.
- (4) The Transferee shall assume all obligations and liabilities of the Transferor under the Contracts by virtue of the above transfer.
- (5) The Transferee is in a position to fully perform all obligations that may exist under the Contracts and will use its best efforts to utilize the same employees and third parties (i.e., subcontractors) that were used by Transferor for such performance.
- (6) It is consistent with the Customer’s interest in recognizing the Transferee as the successor party to the Contracts.

(b) In consideration of these facts, the parties agree that by this Agreement:

- (1) The Transferor confirms the transfer to the Transferee and waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contracts.
- (2) The Transferee agrees to be bound by and to fulfill Contracts in accordance with the conditions contained in the Contracts. The Transferee also assumes all obligations

and liabilities of, and all claims against, the Transferor under the Contracts as if the Transferee were the original party to the Contracts.


- (3) The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the Transferee had taken the actions.
- (4) The Customer recognizes the Transferee as the Transferor's successor in interest in and to the Contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contracts as if the Transferee were the original party to the Contracts. Following the effective date of this Agreement, the term "Contractor" or "Engineer" or the like as used in the Contracts, shall refer to the Transferee.
- (5) The Customer and Transferee confirm the transfer to the Transferee and waives any claims and rights against the Transferor that it now has or may have in the future in connection with the Contracts.
- (6) All payments and reimbursements previously made by the Customer to the Transferor, and all other previous actions taken by the Customer under the Contracts, shall be considered to have discharged those parts of the Customer's obligations under the Contracts. All payments and reimbursements made by the Customer after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee and shall constitute a complete discharge of the Customer's obligations under the Contracts, to the extent of the amounts paid or reimbursed.
- (7) The Transferor and the Transferee agree that the Customer is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Customer in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contracts.
- (8) The Contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.
- (9) The Transferee agrees to cooperate with Customer to execute any additional documents, such as supplemental agreements, as may be required by Customer arising out of this Agreement.
- (10) This Agreement may be executed in two or more counterparts (including by electronic mail, facsimile or other electronic means), each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Novation Agreement as of the date first written above.

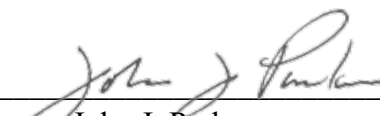
CUSTOMER:

FORT BEND COUNTY

By: 
Name: KP George
Title: County Judge

TRANSFEROR:

S&B INFRASTRUCTURE, LTD.

By: 
Name: John J. Parker
Title: President & COO

TRANSFeree:

R.R.P. CONSULTING ENGINEERS L.L.C.


By: 
Name: Daniel O. Rios, P.E.
Title: President

EXHIBIT A

S&B Project# U2278

- Agreement for Professional Engineering Services dated December 1, 2015, for 2013 Mobility Bond Program – Reading Road, Project# 13117 under SOQ 14-025.
- First Amendment to Agreement for Professional Services dated August 9, 2016, PO# 134962.
- Second Amendment to Agreement for Professional Services dated September 25, 2018.
- Third Amendment to Agreement for Professional Services dated September 13, 2022.

S&B Project# U2770

- Agreement for Professional Engineering Services dated July 24, 2018, for the reconstruction of Old Needville Fairchilds, Project# 17108 under SOQ 14-025, PO# 168599.
- First Amendment to Agreement for Professional Services dated December 17, 2019.
- Second Amendment to Agreement for Professional Services dated March 2, 2021.
- Third Amendment to Agreement for Professional Services dated January 24, 2023.