

MEMORANDUM OF UNDERSTANDING

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This Memorandum of Understanding (the "MOU") is made and entered into as of November 27, 2023, by and between **BRAZORIA COUNTY, TEXAS** (the "County"), acting by and through its Commissioners Court (the "Court"), and **BRAZORIA SOLAR I, LLC** (the "Company").

RECITALS

WHEREAS, Company intends to develop a solar facility in Brazoria County, Texas ("Project");

WHEREAS, the Project requires the use of certain county roads, under the jurisdiction and maintenance of the County ("County Roads") as identified in Exhibit A, attached hereto;

WHEREAS, it is anticipated that Company's use of the County Roads could result in some degree of damage to the County Roads during the duration of the Project; and

WHEREAS, the parties desire to enter into this MOU documenting their intention to work cooperatively to develop procedures to document the pre- and post-construction condition of construction access roads used by the Company, to determine the damage caused by the Company's construction traffic, if any, and to provide for the repair thereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, promises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and stipulated as follows:

1. **ROUTE DESIGNATION.** After the Company determines the final construction route through the County, the parties agree to meet for the following purposes:

(a) The Company will provide a traffic impact analysis to County in order for County to determine whether temporary improvements will be required to maintain the safety of the public.

(b) County officials will provide information to the Company regarding the load-bearing capability and condition of County roads and bridges, which have been identified by the Company as potential routes for construction traffic.

2. **PRECONSTRUCTION MEETING.** After the Company has selected its construction traffic routes, but before construction begins, the Company and County will hold a pre-construction meeting or meetings to accomplish the following:

(a) The parties will jointly and cooperatively document the pre-construction condition of County Roads which will be used for construction access. The parties shall jointly participate in the videotaping of the pre-construction condition of the roads; Company shall retain and pay for the videographer. Both parties will be provided a copy of the video. After the videotaping and prior to Company beginning any construction or accessing the County Roads for construction, the parties shall acknowledge the mutually agreed upon pre-construction classifications of the County Roads; the acknowledgement, shall then be attached to this MOU and incorporated herein so that it constitutes a part of this MOU, shall establish the discount factor that will be applied to each road and include the maximum potential costs if all County Roads are damaged the entire length of such County Roads.

3. **POST-CONSTRUCTION MEETING.** After construction is complete in the County, the parties agree to meet to jointly and cooperatively document the post-construction condition of County Roads used for construction access to determine what damage, if any, has occurred and the extent to which Company's construction traffic may be responsible for said damage. The parties further agree to work cooperatively to quantify the damage for which

Company may be responsible and to provide a mechanism for the repair of such road damage.

4. **REMEDICATION OF ROAD DAMAGES.** Company agrees that it will reimburse the County for, or otherwise repair to County standards, damages to the County Roads to the extent such damage results from Company's road use on the Project. For the avoidance of doubt, Company shall have no obligation for any improvement, maintenance, or repair to the County Roads caused by weather, acts of God, war, or any third party not affiliated with Company.

(a) **Emergency and Interim Repairs.** The County has, and will continue to have to maintain the County Roads being damaged while the project is progressing to ensure the safety of the traveling public. Company agrees that it will reimburse the County promptly for emergency-related maintenance work performed by the County caused by Company's use of the County Roads. The County will contact the Company regarding such repairs within 24 hours after the start of the emergency repair. Following any repairs, the County will submit to the Company an invoice with all appropriate documentation that substantiates and verifies that the County Road repairs directly resulted from Company's use of the County Roads for the Project as provided above. Company will have 30 days to review and, if necessary, object to such costs or scope. If Company has concerns or needs clarification on an invoice, the Company representative and the Precinct Commissioner and County Engineer will cooperatively confer to clarify and resolve any concerns.

Invoices shall be submitted to:

BRAZORIA SOLAR I, LLC
Attention: GREG NELSON
1201 LOUISIANA ST., #300
HOUSTON, TX. 77002
Phone: 512-684-1995
Email: greg.nelson@TOTALENERGIES.COM

Concerns with Invoices shall be submitted to:

Matthew Hanks
Brazoria County Engineer
Angleton, Texas 77515
(979) 864-1265
matth@brazoriacountytx.gov
karenm@brazoriacountytx.gov

Deliver Payments to:

Angela Dees
Brazoria County Treasurer
111 E. Locust, Suite 305
Angleton, Texas 77515

(b) **Final Completion and Termination of Agreement.** Upon completion of the Project, Company shall provide written notice to the County (“Final Notice of Completion”). Within nine (9) months after Company’s delivery of the Final Notice of Completion, Company and County shall determine the final extent of the damage caused to the County Roads directly resulting from Company’s use of the County Roads for the Project and shall agree to a reasonable amount designed to reimburse the County for such damages. Upon Company’s payment of this final amount, this Agreement shall terminate and Company shall have no further obligations to the County for this Project.

5. County is accepting this MOU in lieu providing a bond as required by County heavy haul regulations.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date and year first above written, although executed on the date set forth by the respective names.

BRAZORIA SOLAR I, LLC

BRAZORIA COUNTY

By: [Signature]
Name: GREG NELSON
Title: VICE PRESIDENT
Date: November 27, 2023

By: [Signature]
L. M. "Matt" Sebesta, Jr.
County Judge
Date: November 28, 2023

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF TRAVIS §

On this 27 day of November, 2023, before me appeared GREG NELSON, to me personally known, who, being by me duly sworn did say that he/she is the VICE PRESIDENT of Brazoria Solar I, LLC, and that the instrument was signed on behalf of the company and that he/she acknowledged the instrument to be the free act and deed of the company.



[Signature]
NOTARY PUBLIC

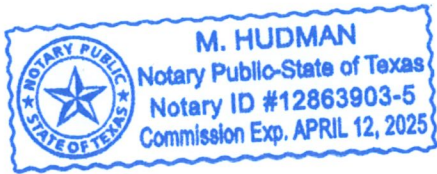
Printed Name: JANICE L ADAMS

Commission Expires: 7-23-2024

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared L. M. "Matt" Sebesta, Jr., **County Judge of Brazoria County, Texas**, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed and in the capacity therein and herein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of November, 2023.

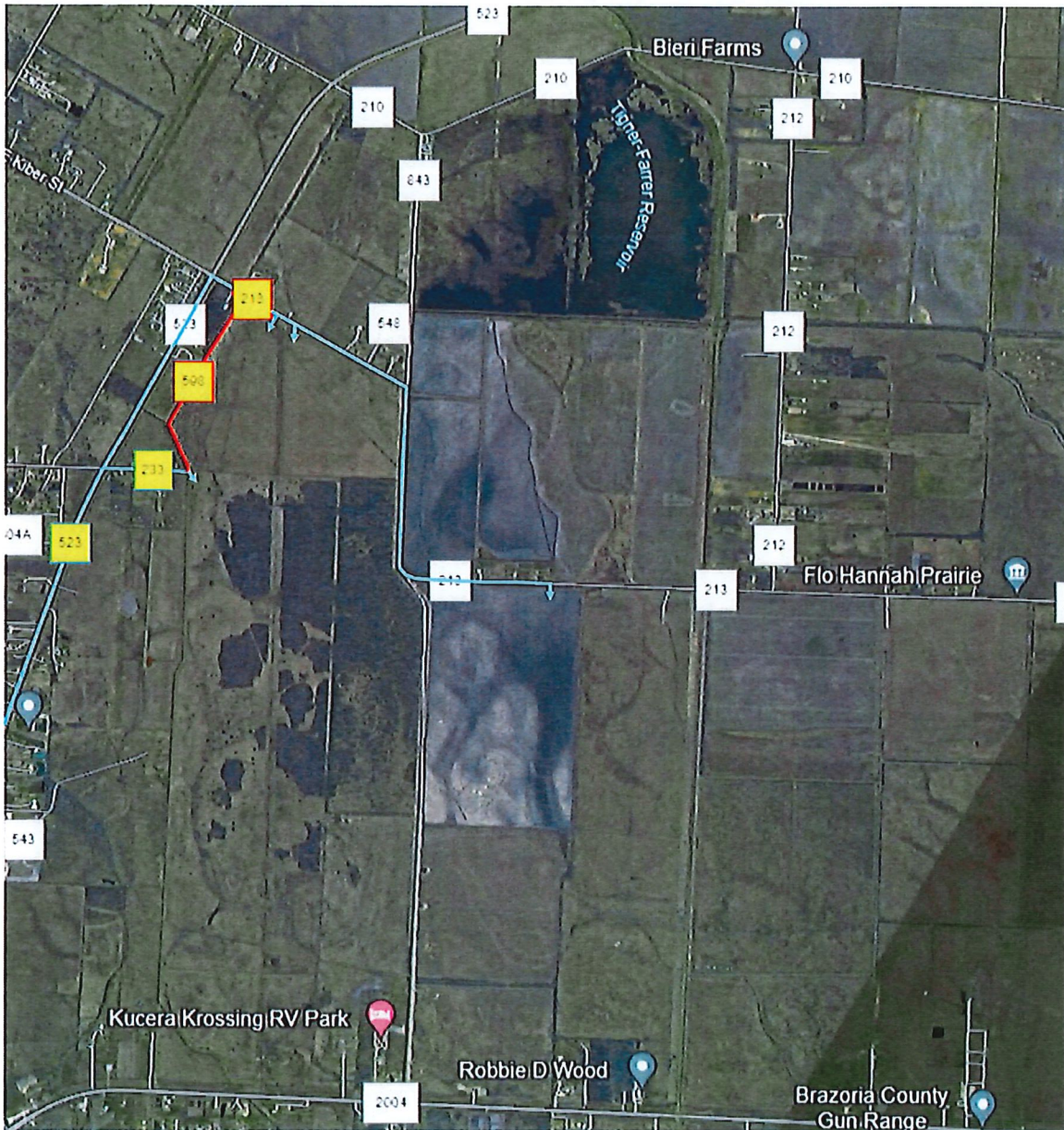


M. Hudman

Notary Public, In and For the State of Texas

EXHIBIT A

Local Delivery Routes (Utilizing County Roads)



- Secondary (Last Resort) Delivery Option
- Primary Delivery Option
- Proposed Site Access Point

County Roads Utilized:

- CR-213 - 1.95 miles
- CR-523 - 3.03 miles
- CR-598 - 0.67 miles
- CR-233 - 0.28 miles