Docusign Envelope ID: C835526F-0D9B-4794-A54F-DD129E72A9AD

Permit # Solar Project TAP-001

Application Date: _____

Company Name: Tehuacana Creek Solar, LLC

Roads: 1021

_____

Automatically issue another permit under the same bond for 90 days: TCS

Applicant Initial in Agreement

ROAD USE AGREEMENT, BOND, AND PERMIT

WHEREAS, Freestone County, Texas (the "County" or "Freestone County") is familiar with (the **"Project"**) contemplated by Applicant (the **"Project"**) in the portion of the County described on Exhibits attached hereto and incorporated herein by reference (**"Project Area"**);

WHEREAS, Applicant (**"Applicant"**) contemplates making certain improvements to the real property located within the Project Area (the **"Improvements"**);

WHEREAS, the undersigned, Applicant, by and through its duly authorized agent, enters into and makes this agreement with the Commissioners Court of Freestone County, Texas, pursuant to §623.018 of the Texas Transportation Code and any other applicable statutes which gives the County authority to require a permit to use county roads and bridges in Freestone County, Texas if transportation of heavy, oversized equipment by Applicant may cause substantial damage to Freestone County roads;

WHEREAS, no part of the Project Area is located within the city limits of any towns within Freestone County, and no part of the Project Area is located within the extraterritorial jurisdiction of any city within the County;

WHEREAS, the ownership, construction, operation, maintenance, and decommissioning of the Improvements will require access to, egress from, encroachments into, crossings of, and possibly upgrades to one or more roads maintained by Freestone County, or other county owned or maintained rights-of-way, and, or county held right-of-way easements located in Freestone County, Texas (collectively and as more fully described herein, the "Road Usage");

WHEREAS, by its dedication, use, and/or maintenance of the roads and holder of County rights-of-way and right-of-way easements in the County, the Commissioners Court of Freestone County has the authority on behalf of the County to permit the Road Usage;

WHEREAS, Applicant seeks the County's permission for such Road Usage and Freestone County, Texas, has agreed to grant said permission.

NOW, THEREFORE,

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BE IT ORDERED BY THE COMMISSIONERS COURT OF FREESTONE COUNTY, TEXAS:

1. That the findings and recitals in the preamble to this Order are found to be true and correct and are hereby RATIFIED, APPROVED, and ADOPTED, and the following terms shall be referred to herein as the **"Agreement"** between the County and Applicant.

2. Applicant shall repair any material damages that pose a safety risk or are otherwise severe damage caused by Applicant or Applicant's contractors or suppliers during the course of constructing, repairing or maintaining the Improvements, and with respect to non-material or minor repairs shall by the end of construction of the Improvements return such roads to as good or better than the condition such roads were in prior to their use by Applicant or Applicant's contractors or suppliers. Obligations in this Agreement regarding damages or damage repairs do not include ordinary wear and tear.

a. Prior to the commencement of any work, or in advance of any subsequent modifications, Applicant will provide to the County a map identifying those roads (the **"Designated Roads")** which will be utilized during the construction of the Improvements to develop, install, or construct the Improvements, and any points of access to property, with such map of the Designated Roads to be approved by the County in its reasonable discretion. If, during the construction of the Improvements, Applicant proposes that one or more additional county-maintained roads be added to the list of Designated Roads, Applicant shall submit a written notice identifying such additional roads to the County, and the County shall not unreasonably withhold, delay, or condition its consent to adding such roads to the list of Designated Roads.

b. Applicant will coordinate with the Commissioner of the Precinct responsible for the roads to be used by Applicant during the construction of the Project.

c. It is understood by Applicant that no county roads other than the Designated Roads may be used for ingress or egress. Applicant shall be liable for damage it, its contractors or suppliers cause to the undesignated road. For a Designated Road damage shall be presumed to have been caused by vehicles traveling to and from the Project unless specifically proven otherwise. On reasonable request by Applicant to add additional Designated Roads, County will not unreasonably withhold its consent to any such additions. The County's consent must be in writing and approved by the Commissioners Court.

d. Where prudent engineering and design suggests appropriate, Applicant, will, at its sole cost and with the consent and approval of the County, prepare any roads in advance of the introduction of heavy or wide loads as necessary to sustain heavy or wide load trucks or where necessary in advance prepare

access points from County Roads. For purposes of this Agreement, the term "heavy or wide loads" are defined as any load exceeding 54,000 pounds in gross weight or 36,000 pounds per axle, and any load more than 12 feet in width.

e. Maintenance and Repair of Designated Roads.

   i. *During the Construction of the Improvements.* It is understood that maintenance of the Designated Roads shall be performed by Applicant during the construction of the Improvements, and such maintenance shall include all work necessary to maintain the Designated Roads.

f. All pre-construction preparation of the Designated Roads by Applicant, including the widening of roads pursuant to subsection (i) below, shall have the prior approval of the County and property owners affected by any widening (to the same extent that the consent of the affected property owners would be required if the County widened or changed the course of a County Road), and shall be done in accordance with the standards and specifications for road repair generally used by the County for other county roads. If this covenant for road preparation or repair by Applicant cannot be performed by Applicant or in the event Applicant fails to perform this covenant within 30 days of a demand that it do so from the County (or in a longer commercially reasonable time period agreed to with County consent not to be unreasonably withheld), then the County may perform the road repair required of Applicant pursuant to this section and Applicant agrees to reimburse the County for its reasonable and necessary costs in repairing such roads. Applicant agrees to pay the cost of any such repairs within 30 days of the date Applicant is billed for such services by the County; if Applicant fails to timely pay the cost of such repairs, the County shall be permitted to access the Financial Assurance in the manner described in subsection (1) below.

g. Applicant may not widen or change the course of any County road without the consent of the County and any affected property owners (to the same extent that the consent of the affected property owners would be required if the County widened or changed the course of a County road), which consent from the County shall not be unreasonably withheld, conditioned, or delayed so long as Applicant is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require Applicant to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. Applicant agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.

h. Any roads constructed upon private property by Applicant will not, and shall not hereafter, become the responsibility of the County unless the County receives from the landowner a dedication of sufficient right of way, and the Commissioners Court, in its sole discretion, finds the road serves a sufficient public purpose and affirmatively accepts the road as a County Road.

i. Any County owned culverts or bridges, if any, that must be replaced or repaired in the Project Area as result of the construction of the Project and heavy loads associated with the Project will be replaced or repaired by Applicant, subject to supervision and approval of the County.

j. The Applicant agrees to post a surety bond in the amount of $\$$ 100,000 to the Freestone County Commissioners Court to ensure performance of this agreement. All bonds shall be submitted to the Freestone County Attorney for his approval and no permit shall be issued if a bond is required until said bond has been approved. This Agreement will terminate in 2 years unless the Applicant submits a letter acknowledging which roads are still being covered by the bond. If the updated acknowledgement is submitted timely the original surety bond will continue in place if requested by the Applicant.

k. Applicant agrees to defend, indemnify and hold harmless Freestone County and its officers, representatives and employees against any and all losses, damages, claims, expenses and liabilities for physical damage to the property of Freestone County or to any person, including reasonable attorney's fees arising out of the Project with respect to (1) operations of Applicant, or any of its contractors or subcontractor for any intentional act or omission on the part of Applicant, or its agents, representatives, employees, or its general contractor or sub-contractors and all employees of such companies actually performing work related to the Project, and (2) any negligent, careless or reckless act or omission on the part of Applicant, or its contractors and subcontractors, and (3) any breach of this Agreement by Applicant. This indemnity agreement shall survive after the conclusion of all construction and the commencement of commercial operations of the Project for a period of two (2) years.

l. Applicant agrees to provide insurance at all times during construction and such insurance will include: (1) Worker's compensation insurance in compliance with the laws of the State of Texas (2) Commercial General Liability insurance with minimum limits of $1,000,000.00 per occurrence and a $2,000,000 aggregate limit, and (3) Automobile Liability insurance with a

combined single limit of $1,000,000. Certificates of Insurance will be provided upon request to the County. Freestone County will be identified as an additional insured on all insurance policies related to the Project. Limits can be achieved by any combination of primary and excess policies.

3. The Commissioners Court hereby grants permission to Applicant, and its successors and assigns, during the planning and construction phases of its Project and Improvements, and thereafter during the operation and maintenance phase of the Project and Improvements until said Project and Improvements are completely abandoned, to use all County Designated Roads for the Road Usages described herein, including but not limited to, access and egress to and from the Applicant Project Area.

4. That the permission granted in Ordering Paragraph 3 includes the installation, operations, maintenance, repair, and decommissioning of the Project and Improvements, and an authorization to require upgrade of such roads where necessary and conduct geo-technical and other preliminary construction analysis of such roads and rights-of-way. Applicant must provide the County with notice and a map identifying the location of such Improvements in the Project Area with reference to the Designated Roads before Project construction work on such roads begins. If any County roads must be upgraded in connection with such construction work, Applicant will perform such upgrade work at its cost. The County may inspect such road upgrade work and Applicant will perform additional work if needed to cause the upgrades to meet the same or better road standards as in effect at the commencement of Project construction (such standards being those agreed to by all parties). Applicant must repair any damage to the County roads caused by its installation, maintenance or repair activities in accordance with Ordering Paragraph 2 of this Agreement.

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PASSED AND APPROVED at this public hearing of the Freestone County Commissioners Court, at which a quorum was present, on the 4TH day of February, 2026.

Lloyd Lane
Freestone County Judge

Andy Bonner, Commissioner
Precinct No. 1

Richard McGowan, Commissioner
Precinct No .3

Will McSwane, Commissioner
Precinct No. 2

Clyde Ridge, Commissioner
Precinct No. 4

ATTEST:

Renee Gregory, County Clerk

Signed by:
A6748E3FFD2F443...

Signature of Authorized Agent

COMMISSIONERS COURT
FREESTONE COUNTY, TEXAS

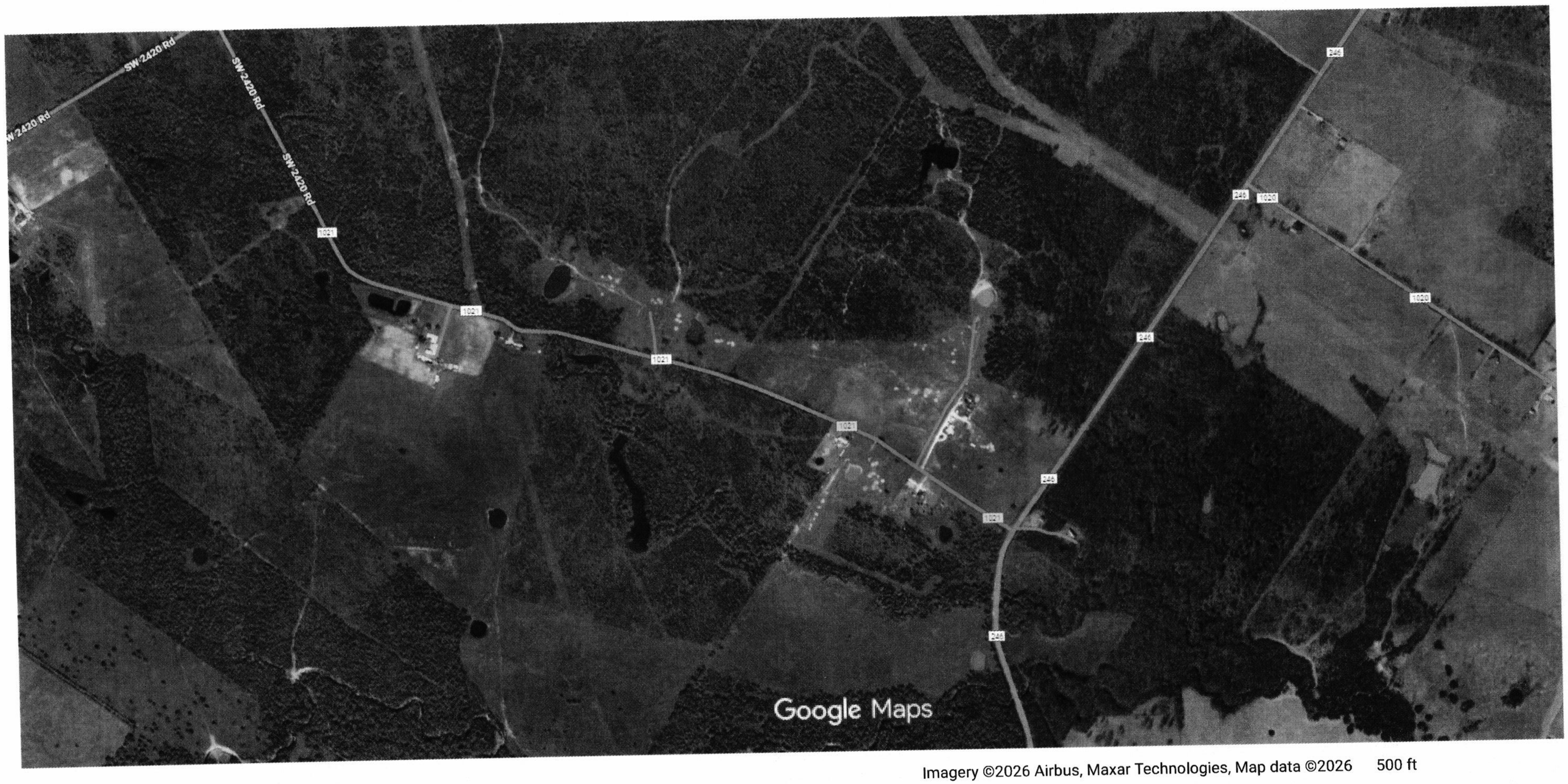
FILED FOR RECORD
At 9 ,o'clock A M

FEB 04 2026

RENEE GREGORY
Clerk County Court, Freestone County, Texas
By Renee Gregory

CR 1021 (2)

Google Maps



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Accelerant National Insurance Company

IMPORTANT NOTICE - TEXAS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Accelerant National Insurance Company
To get information or file a complaint with your insurance company:

Call: US General Counsel Toll-free at 1-833-284-9200
Email: uscomplaints@accelins.com
Mail: 400 Northridge Road, Suite 800
Sandy Springs, GA 30350

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Accelerant National Insurance Company
Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: US General Counsel al Teléfono Gratuito: 1-833-284-9200
Correo electrónico: uscomplaints@accelins.com
Dirección postal: 400 Northridge Road, Suite 800
Sandy Springs, GA 30350

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

N AIL TX 00008 10 24

Bond Number N0029SU001378

Road Permit Bond

KNOW ALL MEN BY THESE PRESENTS, That We Tehuacana Creek Solar LLC hereinafter referred to as the Principal, and Accelerant National Insurance Company a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Texas as Surety, are held and firmly bound unto Freestone County Commissioners Court herein after referred to as Obligee, in the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors and assigns, firmly by these presents. The surety shall not be liable for a larger amount, in the aggregate, than the amount of this bond.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the Principal has made application for a Permit of Road Use of CR 1021.

NOW, THEREFORE, if said Principal shall faithfully perform all the duties of Road Use Permit according to the requirements of the ordinance of said Freestone County Commissioners Court and protect said CR 1021 from any damage as hereinbefore stated, then this obligation shall be null and void; otherwise to remain in full force and effect.

THIS BOND WILL EXPIRE January 22, 2027, but may be continued by continuation certificate signed by Principal and Surety. The surety may at any time terminate its liability by giving thirty (30) days written notice to the Obligee, and the surety shall not be liable for any default after such thirty-day notice period, except for defaults occurring prior thereto.

SIGNED, SEALED and DATED this 22nd day of January, 2026

Tehuacana Creek Solar LLC
Principal

By: _____

Accelerant National Insurance Company
Surety

By: _____
Richard H. Mitchell, Attorney-in-Fact

POWER OF ATTORNEY
Accelerant National Insurance Company

Accelerant National Insurance Company, a corporation duly organized under the laws of the State of Delaware and having its principal administrative office in Sandy Springs, Georgia, does hereby make, constitute and appoint:

Richard H. Mitchell, Samuel F. Audia, III, Jeffrey M. Wilson, Mark W. Edwards, II

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of $10,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolution(s) adopted by the Board of Directors of Accelerant National Insurance Company on December 12, 2023:

NOW, THEREFORE, IT IS HEREBY RESOLVED, that that the President, CEO or any Vice-President, Secretary or Assistant Secretary shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary; and further

RESOLVED, that the signature of the President, CEO, any Vice-President, Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continues to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed and its corporate seal to be hereto affixed.

Sarah Wohlford

Sarah Wohlford, Assistant Secretary [SEAL]

ACCELERANT NATIONAL INSURANCE COMPANY CORPORATE SEAL 1994 DELAWARE

Commonwealth of Virginia
City of Richmond

On this 29th day of October, 2025, before me, a notary public, personally appeared, Sarah Wohlford, Assistant Secretary of Accelerant National Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the Commonwealth of Virginia that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Charles Yates

Notary

CHARLES YATES ELECTRONIC NOTARY PUBLIC REG# 00336150 MY COMMISSION EXPIRES 03/31/2028 COMMONWEALTH OF VIRGINIA

I, Sarah Wohlford, Assistant Secretary of Accelerant National Insurance Company, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney is in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company this 29th day of October, 2025.

Sarah Wohlford

Sarah Wohlford, Assistant Secretary

Attached to bond signed this January 22, 2026