

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS (“**Agreement**”) is made and entered into on this 25th day of May, 2024 (the “**Effective Date**”) by and between **Gaia Solar, LLC**, a Delaware limited liability company (“**Owner**”) and **Navarro County** (the “**County**”). Owner and the County hereby contract and covenant as follows:

I. Owner desires to construct and maintain underground utility lines (the “**Utility Lines**”) in Navarro County, Texas and it is necessary to cross certain county road(s) being NE 3010, NE 3040, and NE 3016 located in Precinct #2 (collectively, the “**Roads**”).

II. The County hereby agrees to grant to Owner a license to cross the Roads with said Utility Lines. The license granted herein shall extend 10 feet on either side of the Utility Lines as they cross the Roads, as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by reference (the “**License Area**”).

III. In consideration for the County granting permission through the issuance of a permit to install the Utility Lines crossing the Roads, Owner hereby warrants, agrees, and covenants the following with respect to the Utility Lines:

- a. All crossings with the Roads shall be bored unless a variance is granted by the Navarro County Commissioners Court.
- b. Owner may not completely block the Roads during installation and must provide for at least one lane of traffic.
- c. The points where the Utility Lines cross the Roads shall be clearly marked and the Utility Lines shall be placed at a depth of no less than 3 feet underneath the lowest part of the County’s bar ditches and/or road surfaces.
- d. Description of Utility Lines: _____.
- e. A detailed installation plan of the Utility Lines shall be submitted with Owner’s permit application.
- f. The Utility Lines shall be installed in a safe and prudent manner. Owner shall be responsible for maintaining the Utility Lines in good condition and repair.
- g. Upon the permanent cessation of Owner’s solar project, the license granted herein shall terminate and revert to the County and Owner shall, at County’s written request, remove the Utility Lines from the License Area and use commercially reasonable efforts to restore the License Area to the condition existing as of the date Owner commenced

installation of the Utility Lines, excluding normal wear and tear and damage caused to the License Area by third parties not associated with Owner.

IV. Owner warrants and covenants that any damages which may be caused to License Area as a direct result of the installation, maintenance or operation of the Utility Lines shall be the sole responsibility of Owner, and Owner warrants and covenants that the area where the installation takes place shall be repaired and put back in the substantially the same condition as it originally was before such construction took place, excluding normal wear and tear and damage caused to the License Area by third parties not associated with Owner.

V. For any violation of this Agreement by Owner, the County shall promptly provide Owner with written notice of the violation. If Owner fails to cure such violation within thirty (30) days following receipt of such written notice, Owner shall pay to the County liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, commencing upon the thirty-first (31st) day following the date such written notice was received by Owner until such violation has been corrected and the County's requirements have been complied with. Such compliance shall be reasonably determined by the County Commissioner in whose precinct the License Area is located.

VI. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the installation, maintenance, and operation of the Utility Lines. The general liability insurance requirement may be met by a combination of self-insurance, primary, and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law, to the extent applicable.

VII. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County, its respective commissioners, agents, and employees (collectively, the "**Indemnified Parties**"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees, and court costs) (collectively, "**Claims**"), which arise from the activities of Owner and Owner's agents, invitees, guests, contractors, servants, and employees ("**Owner Parties**"), on the License Area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of the Roads. For purposes of this Agreement, environmental laws and regulations include, without limitation, the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act (TSWDA), the Texas Water Code (TWC), and the federal, state, and local rules, regulations, ordinances, orders and governmental directives implementing such statutes. As used in this Agreement, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic, or radioactive, or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "**Remedial Work**" is defined as any site investigation or

monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state, or local government authority or private party action (“**action**”), or pursuant to any federal, state, or local statute, rule, regulation, ordinance, order, governmental directive, or other laws (“**law**”). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the License Area, if, as, and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the License Area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the License Area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including contractors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days' prior written notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed, and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate the County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License Area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License Area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article VII, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual presence or release of any Hazardous Materials in connection with the operations of Owner and Owner Parties on the License Area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work, required as a direct result of operations of Owner and Owner Parties on the License Area, performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws, or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this Agreement.

VIII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

IX. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

X. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

XI. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

XII. No amendment, modification, or waiver of any provision of this Agreement shall be valid, unless in writing signed by both parties.

XIII. Owner possesses the right to fully or partially assign, transfer, or otherwise alienate its rights, title, and interest in this Agreement to a third-party without approval from the County. The third-party must assume the rights and obligations of Owner, to the extent assigned. In the event Owner assigns all of its rights and obligations under this Agreement to one or more third-parties, Owner shall have no further liability for performance of this Agreement, except to the extent such liability accrues prior to the date of assignment.

XIII. Any notice required or given hereunder by one party to the other will be deemed to have been received when delivered if delivered by U.S. Mail, return receipt requested, or overnight courier with confirmed receipt to the party representative designated below at the address for such party representative. Either party may change its address, representative to receive notices hereunder, or the applicable contact information by giving notice to the other party.

Notices to Owner:

Gaia Solar, LLC
c/o Sunraycer Renewables LLC
901 Woodland Street
Nashville, TN 37206
Attn: Erick Bauman
Email: ebauman@sunraycer.com

Notices to County:

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the Effective Date.

OWNER

Gaia Solar LLC,
a Delaware limited liability company

By: Sunraycer Assets I LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Title: Managing Director

NAVARRO COUNTY

By:  _____
County Judge

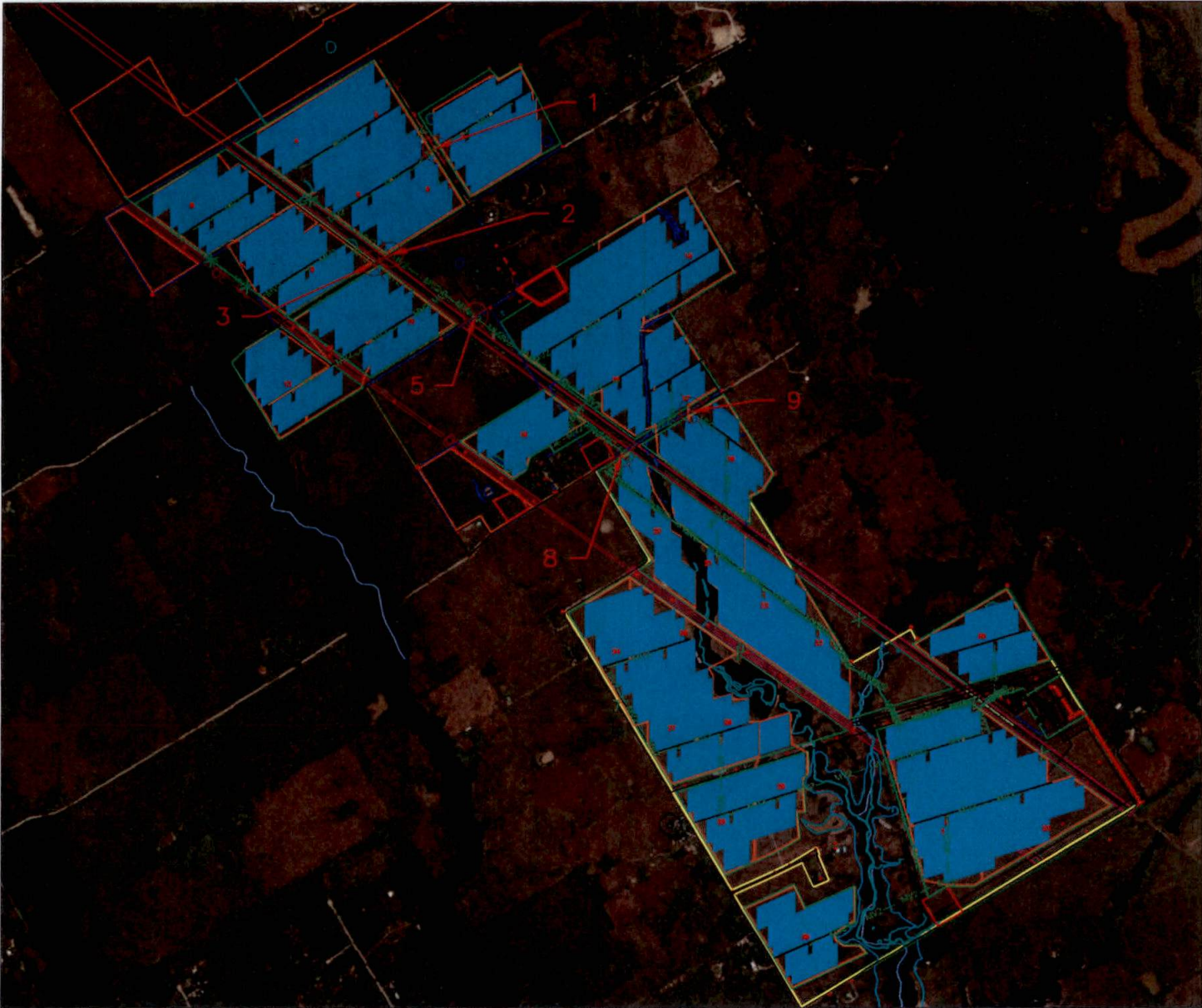
By:  _____
Commissioner of Precinct #2

EXHIBIT A

LICENSE AREA

[to be attached]

EXHIBIT A



LOCATIONS OF ENCROACHMENT

SCALE: 1" = 2000'

LEGEND:

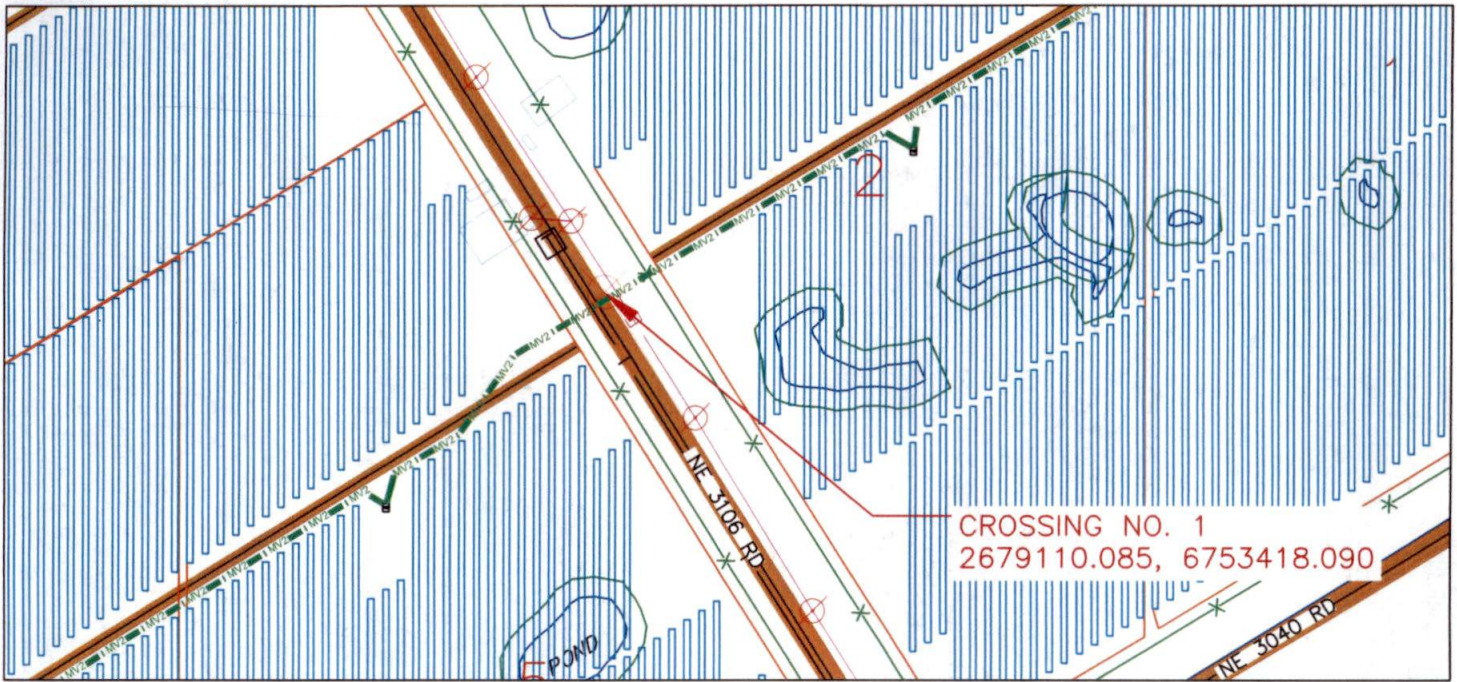
CROSSINGS LOCATIONS:

- Crossing No. 1
- Crossing No. 2
- Crossing No. 3
- Crossing No. 5
- Crossing No. 8
- Crossing No. 9

GAIA SOLAR
NAVARRO COUNTY ROAD
CROSSING EXHIBIT

NOTES:
1. EXHIBIT IS OVERLAID ON LAYOUT:
Sunraycer - Samsung - Gaia Proposed
Crossing Plan.dwg

EXHIBIT A



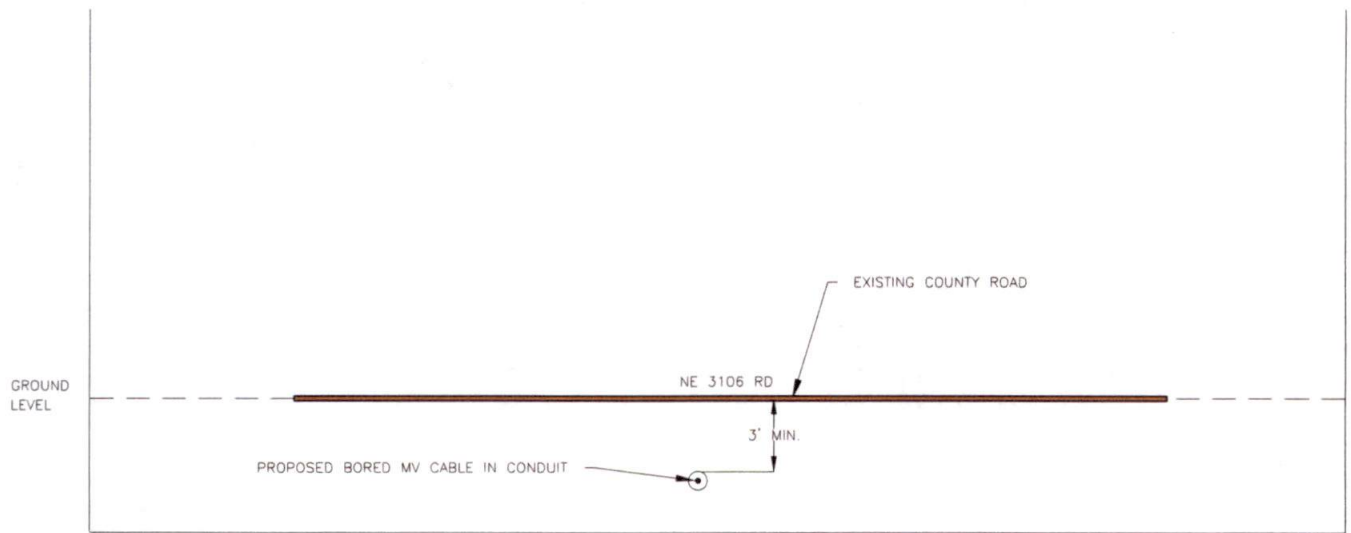
LOCATION OF ENCROACHMENT

SCALE: 1" = 250'



LEGEND

- EXISTING COUNTY ROAD
- PROPOSED UNDERGROUND MV LINE

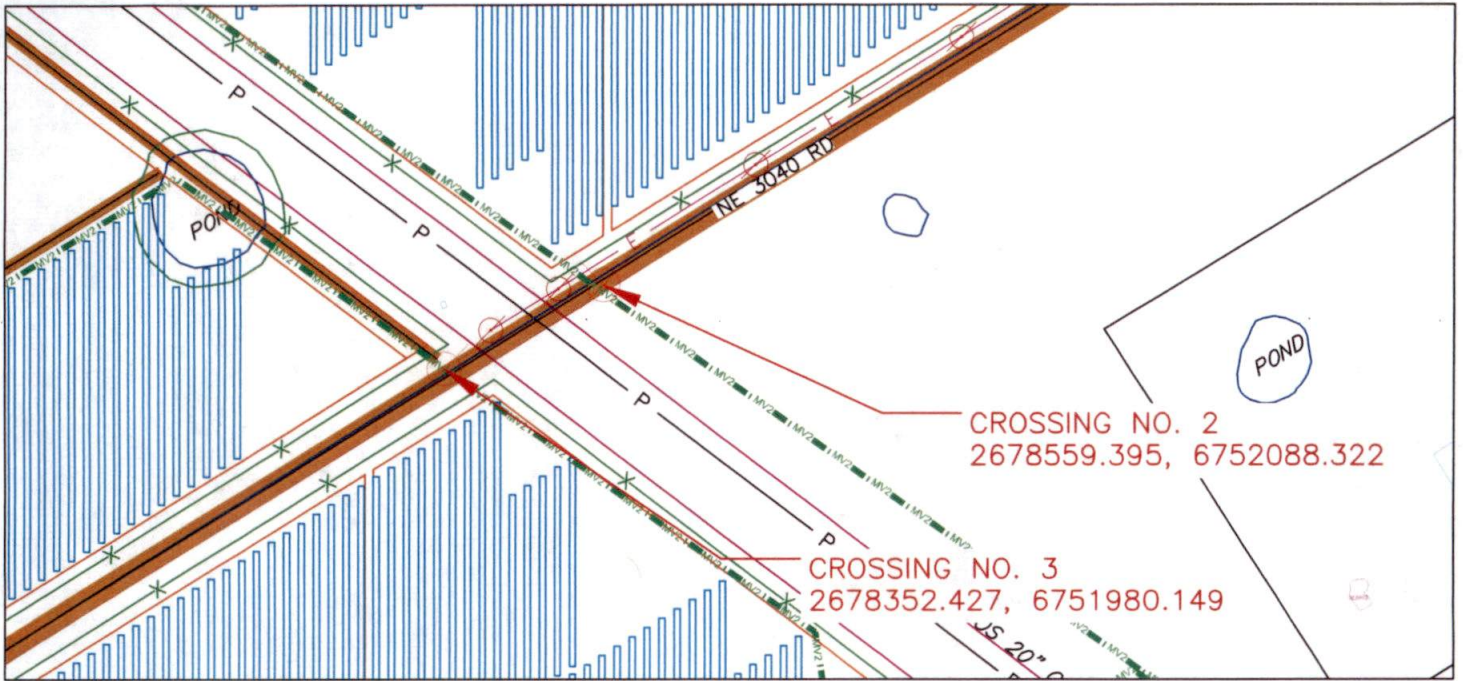


SCALE: NTS
EXACT CROSSING LOCATION AND QUANTITY
OF MV CABLES IS SUBJECT TO CHANGE

GAIA SOLAR CROSSING NO. 1

- NOTES:
1. EXHIBIT IS OVERLAID ON LAYOUT:
Sunraycer - Samsung - Gaia Proposed
Crossing Plan.dwg



EXHIBIT A

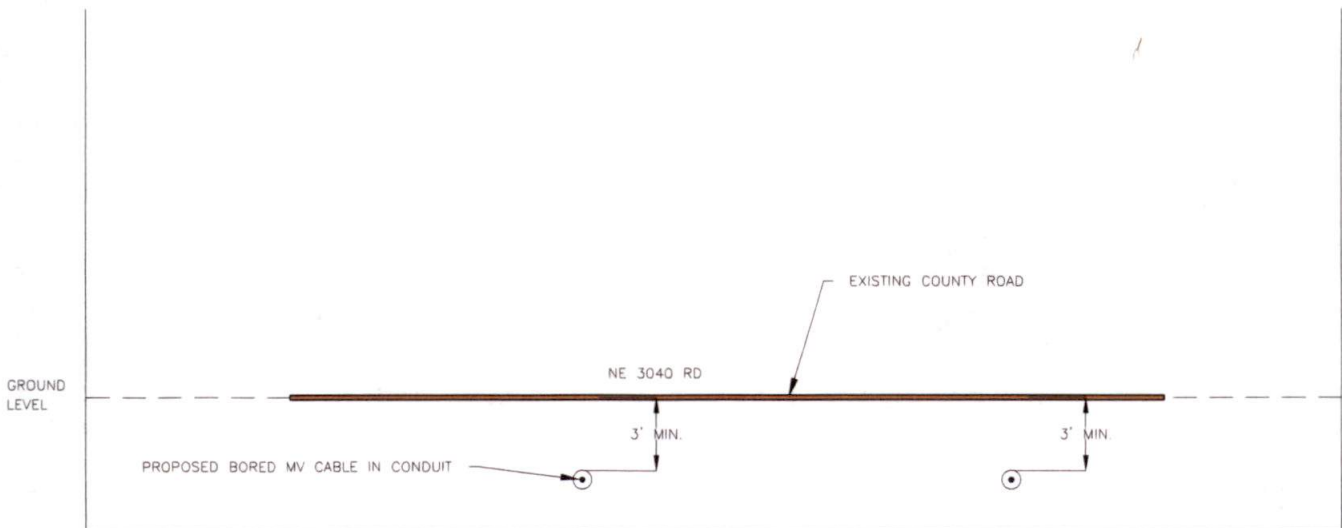


LOCATION OF ENCROACHMENT

SCALE: 1" = 250'

LEGEND

-  EXISTING COUNTY ROAD
-  PROPOSED UNDERGROUND MV LINE

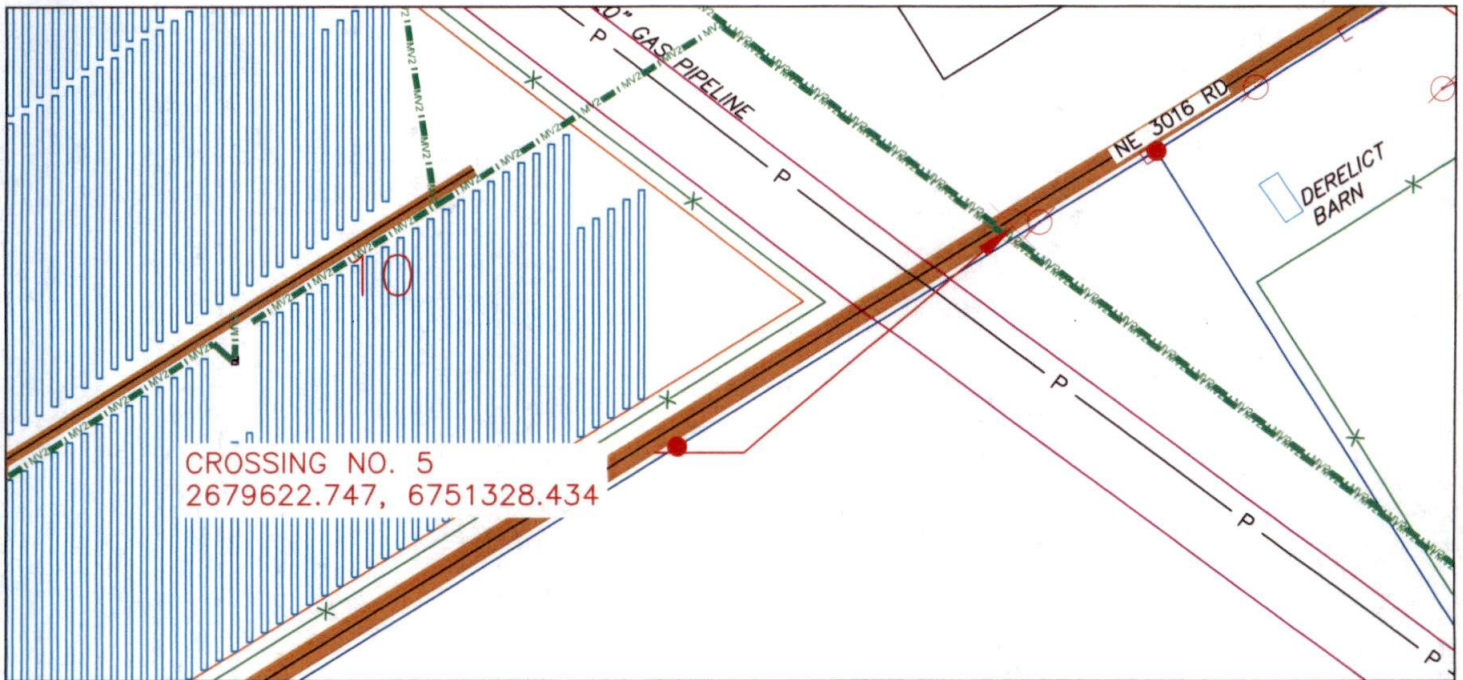


SCALE: NTS
 EXACT CROSSING LOCATION AND QUANTITY
 OF MV CABLES IS SUBJECT TO CHANGE

GAIA SOLAR CROSSING NO. 2 & 3

NOTES:
 1. EXHIBIT IS OVERLAID ON LAYOUT:
 Sunrayer - Samsung - Gaia Proposed
 Crossing Plan.dwg



EXHIBIT A

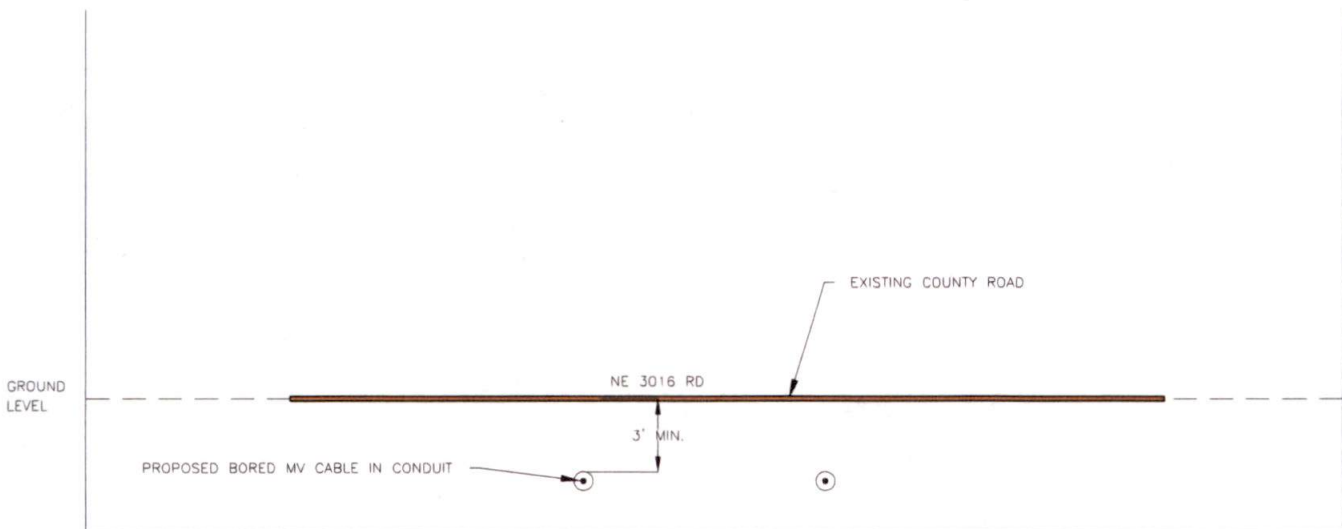


LOCATION OF ENCROACHMENT

SCALE: 1" = 250'

LEGEND

-  EXISTING COUNTY ROAD
-  PROPOSED UNDERGROUND MV LINE

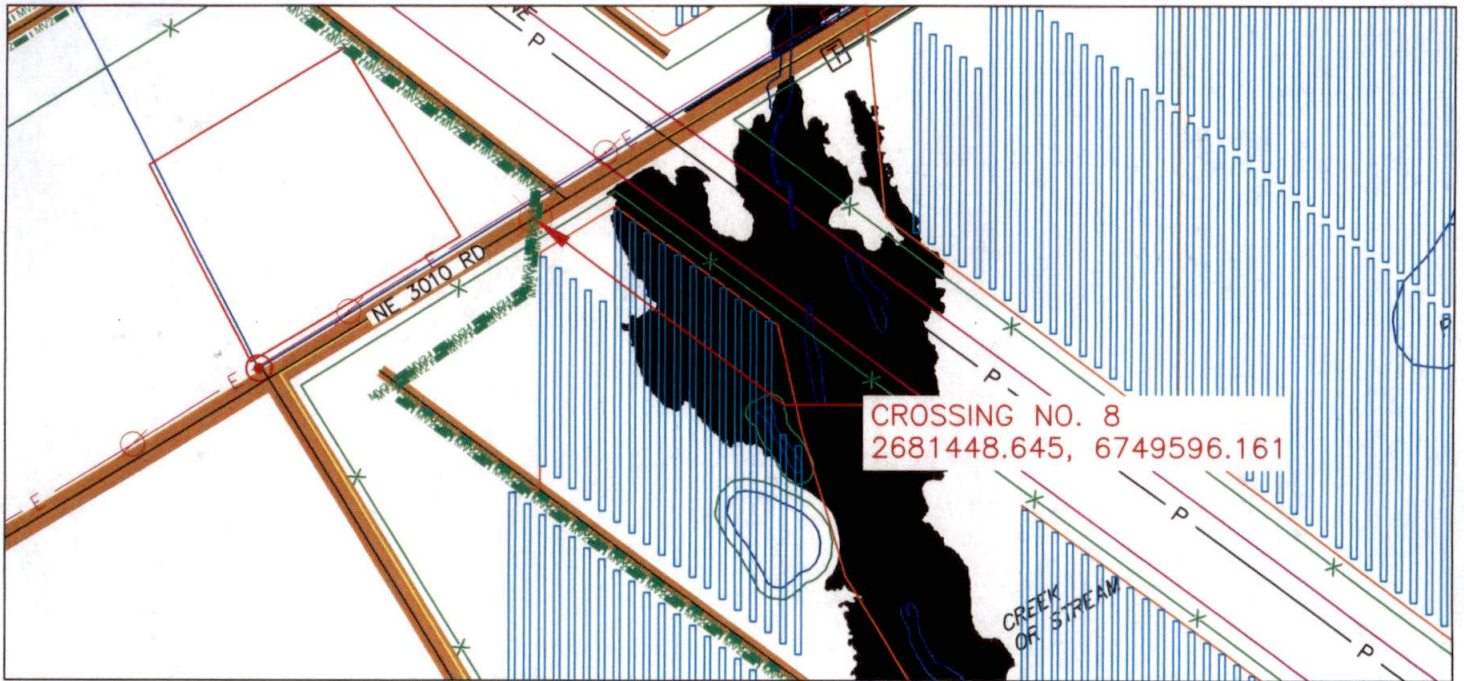


SCALE: NTS
 EXACT CROSSING LOCATION AND QUANTITY
 OF MV CABLES IS SUBJECT TO CHANGE

GAIA SOLAR CROSSING NO. 5

NOTES:
 1. EXHIBIT IS OVERLAID ON LAYOUT:
 Sunracer - Samsung - Gaia Proposed
 Crossing Plan.dwg

EXHIBIT A





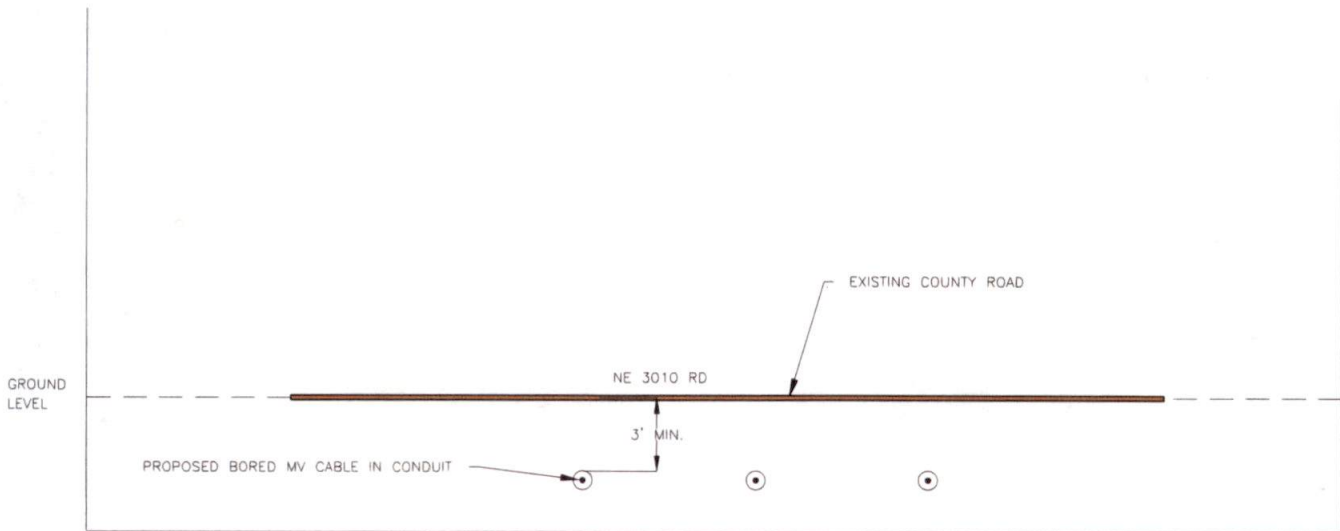
LOCATION OF ENCROACHMENT

SCALE: 1" = 250'



LEGEND

-  EXISTING COUNTY ROAD
-  PROPOSED UNDERGROUND MV LINE

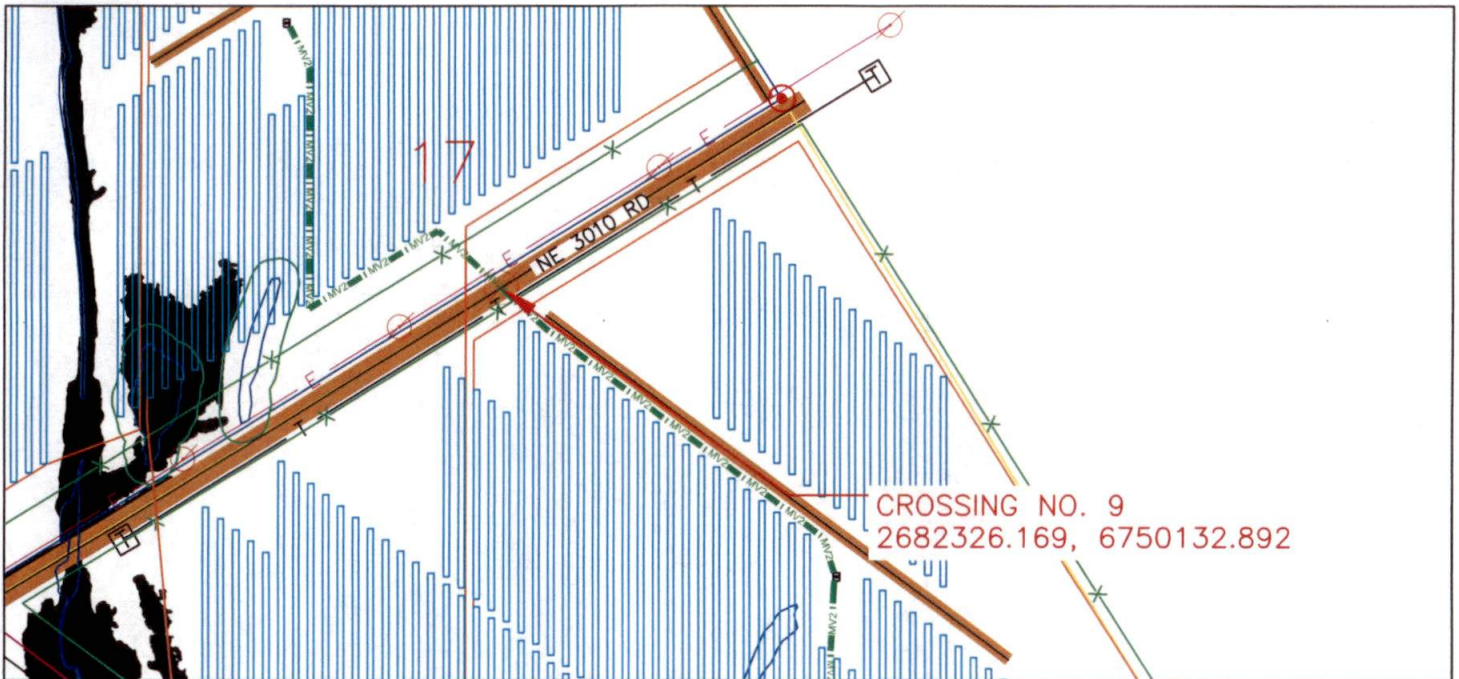


SCALE: NTS
EXACT CROSSING LOCATION AND QUANTITY
OF MV CABLES IS SUBJECT TO CHANGE

GAIA SOLAR CROSSING NO. 8

- NOTES:
- EXHIBIT IS OVERLAID ON LAYOUT:
Sunraycer - Samsung - Gaia Proposed
Crossing Plan.dwg

EXHIBIT A

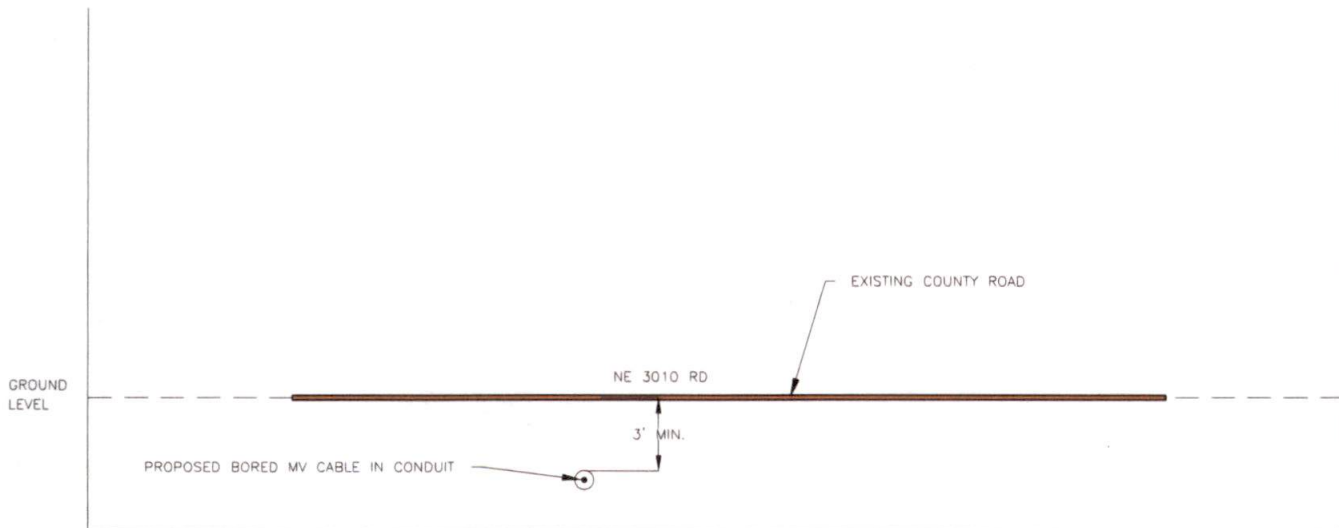


LOCATION OF ENCROACHMENT

SCALE: 1" = 250'

LEGEND

- EXISTING COUNTY ROAD
- MV2 MV2 MV2 PROPOSED UNDERGROUND MV LINE



SCALE: NTS
EXACT CROSSING LOCATION AND QUANTITY
OF MV CABLES IS SUBJECT TO CHANGE

GAIA SOLAR CROSSING NO. 9

- NOTES:
1. EXHIBIT IS OVERLAID ON LAYOUT:
Sunraycer - Samsung - Gaia Proposed
Crossing Plan.dwg