

FIRST AMENDMENT TO ROAD AND RIGHT-OF-WAY AGREEMENT

THIS FIRST AMENDMENT TO ROAD AND RIGHT-OF-WAY AGREEMENT ("Amendment") is made and entered into as of April 28, 2025, by and between NAVARRO COUNTY, a municipality ("County") and ARMADILLO SOLAR CENTER, LLC, a Delaware limited liability company ("Company").

RECITALS

A. County and Company are parties to that certain Road and Right-of-Way Agreement, dated October 8, 2021 (the "Agreement"). Capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.

B. County and Company desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Agreement.
2. Amendment.
 - a. The last sentence of Section 2 is hereby deleted and replaced in its entirety with the following:

“For the purpose of this Agreement, said County Roads are to include those County roads within the County more particularly described in Exhibit B and Exhibit B-1, attached hereto. For the avoidance of doubt, permitted County roads shall include, but not be limited to, that approximately 0.82 mile portion of North East County Road 0091.”
 - b. The third sentence of Section 4 is hereby deleted and replaced in its entirety with the following:

“For the avoidance of doubt, Company and County acknowledge and agree that the total miles of road to be used in connection with the Road Uses shall be approximately 9.72 miles and the total amount of the bond the Company shall pay to the County shall be in the amount of four hundred and eighty-six thousand dollars (\$486,000.00).”
 - c. After Exhibit B, a new “Exhibit B-1” is hereby added to the Agreement, as attached hereto in Annex 1.
 - d. Section 7 is hereby amended by replacing the notice information in its entirety as follows:

“Daniel Henry
Senior Development Manager
Daniel.henry@aes.com
Armadillo Solar Center, LLC
c/o AES Clean Energy Development, LLC
282 Century Place, Suite 2000
Louisville, CO 80027
ATTN: Legal Department
Acedlegalnotices@aes.com”

3. Miscellaneous. This Amendment constitutes the entire agreement concerning the subject matter hereof, and it supersedes any prior or contemporaneous representations, statements, understandings or agreements concerning the subject matter of this Amendment. The Agreement may be amended only by a written agreement signed by the parties. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Amendment and each dispute arising out of its subject matter shall, as applicable, be deemed made and prepared and shall be governed, construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflict of laws thereof which may require the application of the law of another jurisdiction (other than Section 5-1401 of the General Obligations Law of the State of New York). Except as expressly amended herein, nothing in this Amendment will be deemed or construed to amend, supplement or modify the Agreement or otherwise affect the rights and obligations of any party thereto and the Agreement shall remain and continue in full force and effect in accordance with all of the terms and conditions thereof. This Amendment will become effective as of the date first written above. Paragraph headings used herein are for convenience only and shall not be used to interpret any term or provision hereof. This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one agreement. Facsimile or electronic (i.e., PDF) copies of this Amendment shall be deemed to have the same force and effect as original hard copies of the same.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

NAVARRO COUNTY

By: 

Name: H.M. DAVENTON

Its:

ARMADILLO SOLAR CENTER, LLC), a
Delaware limited liability company

By: _____

Name

Its:

Annex 1

“Exhibit B-1”

Additional County Roads Permitted for Road Uses

