

Commissioners Court of Rains County
167 E Quitman St., Ste. 102
Emory, TX 75440

BT MAJEWSKI STORAGE, LLC
Attn: Ryan MacWilliams
1200 Brickell Avenue, Suite PH 2030
Miami, FL 33131

[DATE]

Mr. MacWilliams,

This letter is a response to your electronic mail correspondence dated [DATE] wherein you inquired regarding any applicable orders, rules, regulations, and permitting required for the construction and operation of the Majewski Battery Energy Storage Project (Project), a utility-scale battery energy storage facility proposed in Rains County by BT Majewski Storage, LLC, a subsidiary of Matrix Renewables USA LLC.

Please be advised that the County has no applicable orders, rules, regulations, or permits required for the construction and operation of the Project within the County other than a Driveway Permit should a driveway entrance be needed from a County Road, and an Onsite Sewage Facility (OSSF) Permit, if an OSSF will be constructed. Further, there are no applicable zoning ordinances, no applicable setbacks, and no requirements to obtain a permit, provide visual screening, or to complete studies related to sound, glare, fire, or otherwise.

Commissioners Court of Rains County,

[SIGNATURE]

Judge Brent Hillard

[DATE]

RESOLUTION

A RESOLUTION AND ORDER APPROVING A ROAD USE AGREEMENT BETWEEN RAINS COUNTY, TEXAS, AND MAJEWSKI STORAGE LLC

WHEREAS, Majewski Storage LLC, a Texas limited liability company (the "Project Company") intends to develop, construct, operate, and maintain a photovoltaic solar energy electric generation project (the "Project") in the portion of Rains County, Texas (the "County" or "Rains County") described on Exhibit A and Exhibit B, which are attached hereto and incorporated herein by reference ("Project Area");

WHEREAS, to construct the Project, Project Company must make certain improvements to the real property located within the Project Area ("Improvements");

WHEREAS, with the exception of certain statutory provisions regarding control of county roads, such as Texas Local Government Code §240.907, Texas Transportation Code §251.03, 251.153, and 251.157 and Texas Utilities Code §181.044, there are no applicable Rains County rules or ordinances that would require Project Company to obtain zoning approval, a permit, or an authorization for the ownership, construction, operation, or maintenance of the Project and its Improvements within the Project Area. There are no presently existing Rains County rules or ordinances affecting the proposed ownership, construction, operation, or maintenance of Improvements within the Project Area.

WHEREAS, no part of the Project Area is located within the city limits of any towns or cities within Rains 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, and maintenance of the Improvements will require access to, egress from, encroachments into, crossings of, widening of, and upgrades to ("Road Usage") County roads, County owned rights-of-way, and County held right-of-way easements located in Rains County, Texas.

WHEREAS, by its dedication, use, and/or maintenance of the roads and as the owner and holder of County rights-of-way and right-of-way easements in the County, the Commissioners Court of Rains County, Texas has the authority on behalf of the County to regulate and/or permit such Road Usage.

WHEREAS, Project Company seeks the County's permission for such Road Usage, and Rains County has agreed to grant said permission.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF RAINS 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. This Order, when executed and delivered by the Commissioners Court of Rains County, Texas and Project Company shall constitute the Road Use Agreement ("Agreement") between Rains County and Project Company.

2. The Commissioners' Court hereby grants permission to Project Company 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 roads for the road usages described herein, including but not limited to, (a) access and egress to and from the Project, (b) encroachment of Project facilities and

Improvements under, along or into the right of way of said County roads, in the form of access points to and from the County road, and (c) for overhead and bored underground crossings of said County roads with Project electrical collection lines (and related facilities) interconnecting portions of the Project and Improvements, and with transmission lines connecting the Project and Improvements to the electrical grid power system.

3. Project Company shall repair any damage to County roads caused by Project Company or Project Company's contractors or suppliers during construction of the Improvements and shall return such roads to substantially the same or better condition such roads were in prior to their use by Project Company or its contractors or suppliers. "Phase A" of Project Company's Road Usage shall include, but not be limited to, minimal use of the Designated Roads for egress and ingress of equipment, used for earth work and grading, to and from the site of the Improvements, shall commence at the start of such use, and shall conclude at the commencement of significant construction activities (defined below). "Phase B" of Project Company's Road Usage shall include, but not be limited to, the construction, widening, and improvement of roads and the delivery and construction of the Improvements, shall begin following the conclusion of Phase A and at the commencement of significant construction activities (defined below), and conclude at the completion of the construction of the Improvements.

(a) Herein, Project Company has provided to Rains County a map identifying the roads to be utilized to develop, install, or repair the Improvements (the "Designated Roads"), any points of access to property, or the location of any transmission or collection lines to be installed in any public right of way. Such list of roads to be used in the project is attached hereto as Exhibit A, and a map is attached as Exhibit B. The County agrees not to unreasonably withhold, delay, or condition its consent to requests by Project Company to add additional Designated Roads or points of access to property, or the location of any transmission or collection lines.

(b) Prior to Phase A, and with advance notice to the County, Project Company engineers will conduct geotechnical investigations and survey the relevant roads using engineering best practices to identify the roads' current conditions and their ability to support the intended use. Such engineers will evaluate those findings and develop a road improvement plan tailored to the identified conditions. In addition, the County will provide Project Company, if available, with copies of any plans, cross sections, and specifications relevant to the Designated Roads. Copies of all pre-construction survey documentation shall be provided to the County. All costs associated with the pre-construction survey shall be borne solely by Project Company.

(c) Prior to the commencement of Phase A, and to implement the terms of subsection (3) of this agreement more fully, Project Company agrees to establish financial security ("Road Use Financial Security") in an amount equal to One Hundred fifty Thousand Dollars (\$100,000.00) per linear mile. The Road Use Financial Security shall be established prior to the commencement of Phase A, to be placed for the benefit of Rains County, Texas and ~~may be~~ in the form of ~~cash (to be held in escrow)~~; a surety bond (posted by a licensed bonding agency), a letter of credit, or any other form of security reasonably acceptable to the County. Such Road Use Financial Security shall remain in place until the conclusion of Phase B. For purposes of this Agreement, "significant construction activities" shall mean any heavy ~~or~~ wide loads. The Road Use Financial Security shall be available to secure the Project Company's performance herein or to reimburse the County for any costs incurred by Rains County for the repair of Designated Roads in the Project Area and bridges, culverts, or other road infrastructure due to damage caused by the activities of Project Company in the Project Area. The County will first give notice to Project Company of the damage claimed, and Project Company will have thirty (30) days in which to cure any claimed damage. Failure to cure the claimed damage will authorize the County to access the Road Use Financial

Security to the extent of the actual costs of repairs incurred by the County, as documented by actual receipts for material, labor or equipment use rates, as based on FEMA publications, pursuant to subsection (h). The liability of Project Company for the repair costs is not limited to the Road Use Financial Security. Upon any withdrawal from or use of the Road Use Financial Security, the County shall provide notice to Project Company of such withdrawal and Project Company shall promptly replenish the fund to the extent of any drawdown pursuant to this section. Failure to establish the Road Use Financial Security, or to replenish said security, when and if necessary, in each case within thirty (30) days after notice from the County of such failure, shall constitute a material breach of the Road Use Agreement. At the conclusion of all construction, following Project Company's delivery to the County of the post-construction survey, and following Project Company's return of the Designated Roads to substantially the same or better condition such roads were in prior to their use by Project Company or its contractors or suppliers, the County shall release any remaining balance or other form of security to Project Company within thirty (30) days after the date of completion of any required repairs based on the post-construction survey pursuant to subsection (g) of this Agreement

(d) It is understood by Project Company that no other roads may be used for ingress or egress for heavy or wide loads other than those Designated Roads identified pursuant to subsection (a) above, as it may be amended from time to time. If any truck operated by Project Company, or a Project Company contractor, for heavy or wide loads is found to be using any road not listed in conformity with subsection (a), then Project Company (1) shall be issued a notice of violation warning in writing from the County and, (2) upon any subsequent such violation happens twice, Project Company shall be subject to a civil penalty of \$2,500 for each violation and deemed in default of this Agreement. For purposes of this Agreement, the term "heavy or wide loads" is 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. ~~written inquiry from the County requiring a written response from the Project Company as to how the issue will be resolved.~~

(e) Following the commencement of Phase B, Project Company will, at its sole cost and with the prior consent and approval of the Commissioners Court, prepare any Designated Roads to conform with the road improvement plans, as approved by the Commissions Court, 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. Such preparations shall be consistent with prudent engineering and design. For purposes of this agreement, the term "heavy or wide loads" is defined as any load exceeding the greater of 54,000 pounds in gross weight or 36,000 pounds per axle and any load more than twelve feet (12') in width.

(f) It is understood that maintenance of the Designated Roads by the Project Company shall include grading, dust control, installation of drainage culverts, and placing of sufficient base material to adequately support normal use by the public and the anticipated loading to be imposed upon the road or as outlined road improvement plan.

(g) County grants Project Company the right to use, prepare, repair, and widen roads from fence-to-fence, meaning the full width of the County's easement or use rights as applicable. Project Company shall ~~obtain~~ have the prior approval of the County and any property owners affected by any widening (solely if and to the extent any property that is not ~~within~~ withstanding the County road easement and use rights will be utilized), and shall be done in accordance with the standards and specifications for road repair generally used by the County for other County roads. Project Company ~~County~~ shall notify the County and such property owners affected by such widening in advance. Project Company may not widen or change the course of any County road without the

approval of the Rains County Commissioners Court 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 approval by County shall not be unreasonably withheld, conditioned, or delayed so long as Project Company is not in default in its obligations under this Agreement. As a condition to grant such consent the County may require Project Company 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. Project Company 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) Upon completion of construction at the conclusion of Phase B, Project Company will complete a post-construction survey, the methods of which shall be like those of the pre-construction survey described in subsection (b) above. The two sets of pre-construction and post-construction data will be compared, and if there is any wheel lane cutting, cracking, or other damage resulting from Road Usage for the project, the County and Project Company will determine the extent of the repairs or improvements needed to return the Designated Roads to a pre-construction condition, taking into consideration and excluding normal wear and tear from usage by the public. All costs associated with the post-construction survey shall be borne solely by Project Company.

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

(j) Project Company agrees to defend, indemnify, and hold Rains County and its officers and employees harmless against any and all losses, damages, claims, expenses and liabilities for physical damage to the property of Rains County or to any person, including reasonable attorneys' fees, arising out of use of the Designated Roads through the conclusion of construction to the extent caused by (1) any negligence or willful misconduct on the part of Project Company or its agents, employees, or its general contractor or sub-contractors, and all employees of such companies actually performing work related to the project and (2) any breach of this agreement. This indemnity agreement shall survive the termination of this Agreement.

(k) Project Company agrees to provide insurance at all times through the conclusion of construction and such insurance will include:

- (i) Worker's compensation insurance in compliance with the laws of the State of Texas;
- (ii) Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence; and,
- (iii) Automobile Liability insurance. Certificates of Insurance will be provided upon request to the County. Rains County will be identified as an additional insured on all insurance policies related to the project.

(l) Project Company agrees that any electrical collection lines installed within County Right-of-Way as a necessary component of the project are subject to the following requirements:

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(i) Project Company will utilize GPS or other suitable surveying methods to locate all bore or trench installations, and adequately mark the location of such electrical lines; and

(ii) Project Company will bury all electrical collection lines at a depth of not less than four feet (4') below grade and except for the identified crossing, will avoid placing the collection lines within the traveled portion of any County Road or in the bottom of drainage ditches; and

(iii) (iii) Electrical collection cable installed beneath any road shall be encased in SDR 13.5 HBPE, or equivalent, for all road bores.

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4. This Agreement contains the entire understanding and agreement between the County and Company with respect to the subject matter of this Agreement and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the Parties with respect to such subject matter. This Agreement may only be modified or amended through an instrument that identifies itself as an amendment hereto and is signed by duly authorized representatives of both the County and the Project Company. The rights and duties of the Company under this Agreement shall not be assigned without the prior written consent of the County, which consent shall not be unreasonably withheld. Such an assignment by the Company shall not be effective until the assignee has replaced the Road Use Financial Security required hereunder and such replacement has been accepted by the County.

[Remainder of Page Left Intentionally Blank, Signature Page Follows]

SIGNED AND APPROVED on this ____ day of _____ 2025.

[●]
Rains County Judge

[Commissioner's Name]
Commissioner, Precinct [●]

ATTEST:

[Name]
Rains County Clerk

PROJECT COMPANY:

MAJEWSKI STORAGE LLC

By: _____
[Name]
[Title]

EXHIBIT A

Preliminary list of roads anticipated to be used in the Project.

Path	Exhibit B Reference	Type of Use (Vehicle)			
		Pickup	Concrete	Rock	Cargo
Rs County Rd 3425		X	X	X	X
Rs County Rd 3410 W		X	X	X	X
Rs County Rd 3410 S		X	X	X	X

List of equipment and vehicles anticipated to be used for construction of the Project.

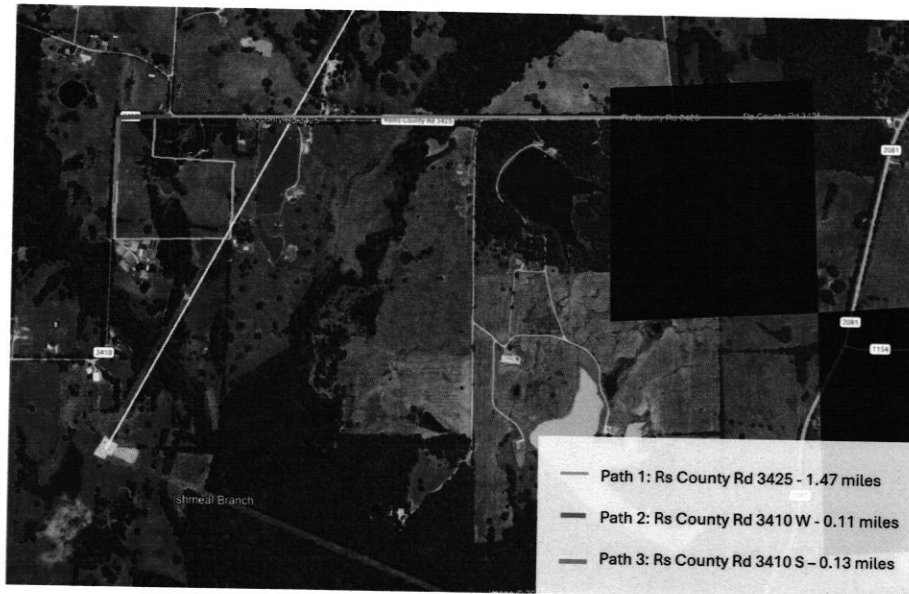
(indicative list- will get finalized later)

EQUIPMENT	DESCRIPTION	WEIGHT (lbs)
Trackers Van Trailer – 53' dry box	Deliveries	31,000 plus load 40,000
Trackers Flatbed – 48'	Deliveries	31,000 plus load 40,000
Modules Van Trailer – 53' dry box	Deliveries	31,000 plus load 43,000
MPT Trailer – 110'	Deliveries	670,000
Inverters Low Boy Trailer	Deliveries	14,000 plus load 88,000
2k Gallon water truck	Deliveries	20,640
Pick Up Trucks	Deliveries	4,000 - 10,000
Polaris Ranger	Deliveries	2,000
School Bus	Deliveries	20,000
18-wheeler Delivery Truck(s)	Deliveries	80,000
Dump Truck	Deliveries	80,000
Van Express 3500	Deliveries	5,487
ADDITIONAL EQUIPMENT TO BE TRANSPORTED TO CONSTRUCTION SITE		
20k Forklift	Construction Areas	46,300
12k Forklift	Construction Areas	47,300
10k Forklift	Construction Areas	34,400
9k Forklift	Construction Areas	24,900
8k Forklift	Construction Areas	24,000
7k Forklift	Construction Areas	21,000
6k Forklift	Construction Areas	9,480
Skid steer	Construction Areas	12,000
Track skid steer	Construction Areas	8,612
Backhoe	Construction Areas	40,000
Boom 60-64'	Construction Areas	16,650
Tractor 3032E-D160	Construction Areas	3,205
Excavator TB2150	Construction Areas	35,274
Mini Excavator	Construction Areas	20,000
K-Rails	Construction Areas	7,600

ART Manlift	Construction Areas	25,100
Loader Landscaper 570N EP	Construction Areas	15,000
Trailer Dump	Construction Areas	10,000
Trencher C24X	Construction Areas	1,670
Trencher C12	Construction Areas	1,360
600 Case Steiger	Construction Areas	59,265
Case Motor Grader	Construction Areas	32,077
623 E Scraper	Construction Areas	75,000
825 Compactor/roller	Construction Areas	78,326
84" Smooth Drum compactor/roller	Construction Areas	28,418
Vermeer Trencher	Construction Areas	52,000
John Deer Motor Grader	Construction Areas	45,195
Crane	Construction Areas	800,000

EXHIBIT B

Preliminary Map of Roads Anticipated to be used in the Project



Path 1: Rs County Rd 3425 - 1.47 miles

Path 2: Rs County Rd 3410 W - 0.11 miles

Path 3: Rs County Rd 3410 S - 0.13 miles

RESOLUTION #IV.B.11082726

**RESOLUTION AND ORDER APPROVING ROAD USE AGREEMENT AND
ROAD USE AGREEMENT PERFORMANCE BOND**

**STATE OF TEXAS
COUNTY OF RAINS**

RESOLUTION AND ORDER

WHEREAS, Rains County, Texas (the "County"), acting by and through its Commissioners Court, has the authority and responsibility to protect, maintain, and regulate the use of County roads and related public infrastructure;

WHEREAS, Majewski Storage, L.L.C. ("Majewski Storage") has requested authorization to use certain County roads in connection with its operations and has submitted a proposed Road Use Agreement with the County;

WHEREAS, the Commissioners Court has reviewed the proposed Road Use Agreement between Rains County, Texas and Majewski Storage, L.L.C., together with the proposed Road Use Agreement Performance Bond intended to secure Majewski Storage's obligations under that agreement, including obligations relating to repair, restoration, maintenance, and protection of County roads;

WHEREAS, the Commissioners' Court finds that approval of the Road Use Agreement and the Road Use Agreement Performance Bond is in the public interest, subject to the terms and conditions contained in those documents;

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECREED BY THE COMMISSIONERS COURT OF RAINS COUNTY, TEXAS, THAT:

Approval of Agreement. The Road Use Agreement between Rains County, Texas and Majewski Storage, L.L.C., in substantially the form presented to the Commissioners' Court, is hereby approved.

Approval of Performance Bond. The Road Use Agreement Performance Bond submitted in connection with the Road Use Agreement, in substantially the form presented to the Commissioners Court, is hereby approved, subject to verification by the County Judge, County Attorney, and/or other appropriate County officials that the bond is properly executed and otherwise compliant with the Road Use Agreement and applicable law.

Authorization to Execute. The County Judge is hereby authorized and directed to execute the Road Use Agreement and all related documents on behalf of Rains County, Texas, after all required signatures, bond requirements, and supporting documentation have been completed and accepted by the County.

RESOLUTION #IV.B.11082726

Conditions and Enforcement. Majewski Storage, L.L.C. shall comply with all terms of the Road Use Agreement, the Road Use Agreement Performance Bond, all applicable County policies and regulations, and all applicable federal and state laws. The County retains all rights and remedies provided in the Road Use Agreement, the bond, and applicable law.

1. **Effective Date.** This Resolution and Order shall take effect immediately upon its adoption.

PASSED AND APPROVED by the Commissioners Court of Rains County, Texas, on this 27th the day of August, 2026.

Form of Surety Bond

ROAD USE AGREEMENT PERFORMANCE BOND

Bond No. _____

_____, as principal, and _____ **Insurance Company**, of Delaware, authorized to do business in the State of Texas, as Surety ("the Surety"), are bound to Rains County as obligee ("the County"), in the amount of \$_,000,000.00, for the payment of which principal and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

The condition of this bond is that, if _____ faithfully performs the terms and provisions of the written Road Use Agreement between principal and Rains County, dated _____, 2026 for road and bridge damage repairs, a copy of which is attached and made a part of this document (hereafter "the Agreement"), this obligation will be null and void; otherwise, it will remain in full force and effect.

If _____ defaults under the Agreement, surety may promptly remedy the default, or promptly complete the Agreement in accordance with its terms and conditions, or obtain a bid or bids for submission to Rains County for completing the Agreement in accordance with its terms and conditions, and, on determination by Rains County and surety of the lowest responsible bidder, arrange for a contract between the bidder and Rains County and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Agreement cost provisions, but not exceeding, including other costs and damages for which surety may be liable, the amount set forth in the first paragraph of this Surety Performance Bond. The term "balance of Agreement cost provisions," as used in this paragraph, means the total amount payable by _____ under the terms of the Road Use Agreement and any amendments, less any amount previously paid by _____ in satisfaction in part of its obligations under the Road Use Agreement.

A suit, action, or other proceeding to recover on this bond may not be commenced after four (4) years from the date fixed in the mentioned contract for completion of the work of improvement.

A right-of-action will not accrue on this bond to or for the use of any person or corporation other than Rains County or the assignees or successors of Rains County.

SIGNED, SEALED AND DATED this 27th day of August, 2026.

Principal

By: _____

(Signature)

Name and Title: _____

Surety

_____ Insurance Company

By: _____
_____, Attorney-in-Fact