



ROAD USE AGREEMENT
by and between POLK COUNTY, TEXAS
and
H. Brown Inc.

Whereas, **H. Brown Inc.**, intends to perform activities in Polk County, Texas. Location (Well #, if oil) which will include the use of super heavy vehicles (over 84,000 lbs) on certain county roads: and
Whereas, the proposed activities will require super heavy vehicular traffic on a route which will include travel over county roads & bridges, as follows; FM 943---- FM 1276---US190--- Richardson Rd. E --- Soda Loop E.

Whereas, the proposed traffic will exceed the weight capacity of the aforementioned county roads and bridges and may cause or significantly contribute to substantial damage on said roads and bridges; and

Whereas, **H. Brown Inc** and Polk County agree that the aforementioned traffic of super heavy vehicles on county roads and bridges is necessary for the proposed activity and that Polk County should be compensated for any damages or additional maintenance costs incurred as a result of said traffic;

Therefore, **H. Brown Inc.** and Polk County, Texas hereby agree and contract as follows:

ASSURANCES:

H. Brown Inc SHALL;

1. Pay to Polk County, Texas its actual costs, including labor, equipment useage and materials for all repairs, replacement or maintenance incurred as a result of the aforementioned traffic of super heavy vehicles on the county roads and bridges stated herein, above, during the period of approximately June 6th- June 16th.
2. H. Brown Inc. shall provide surety to Polk County in the form of a Surety Bond in the amount of \$50,000.00 Said surety shall be presented to the County Judge upon execution of this agreement and shall be deposited with the County Treasurer of Polk County, Texas. The aforementioned surety shall provide for the prompt payment upon demand by Polk County for the repairs, replacement and maintenance costs incurred. However, the liability of **H. Brown Inc** shall not be limited to the slated amount of said surety and **H. Brown Inc** hereby agrees to pay any additional sums as may be required for said repairs, replacement and maintenance upon demand.
3. **H. Brown Inc** agrees to provide 48 hours notice to Polk County, Texas before transporting or operating any equipment or commencing any super heavy vehicular traffic on the approved county roads and/or bridges which may interrupt the normal flow of traffic on said roads and/or bridges.
4. Special Requirements agreed to be performed **H. Brown Inc**

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POLK COUNTY SHALL:

1. Allow H. Brown Inc. to utilize Richardson Road E, Soda Loop E for the transport of all necessary equipment and traffic of super heavy vehicles involved in the proposed activity, without weight limitations from June 1, 2023 to June 20, 2023
2. Make a physical inspection/s of the subject site/s during the period agreed upon herein. Upon expiration of said period and the associated halting of the approved unlimited weight traffic, the County shall release any portion of the surety which has not been required for costs incurred or expected to be incurred, or may notify Hitachi Energy USA Inc. of any costs incurred which are in excess of the surety provided and may demand payment of those costs.

Executed by

Authorized Signature: [Signature]

Printed Name: GREG SOILEAU

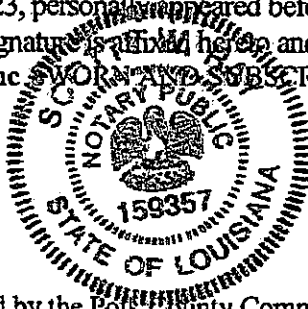
Date: 6-5-23

STATE OF LOUISIANA

PARISH OF ST. LANDRY

I, Scotty W. Ray, a Notary Public in and for the State of Louisiana, do hereby certify that on this the 5th day of June, 2023, personally appeared before me Greg Soileau, being first duly sworn and declared that he is the person whose signature is affixed hereon and that he is duly authorized to execute the foregoing document on behalf of H. Brown Inc. SWORN AND SUBSCRIBED before me this 5th day of June, 2023.

(seal)



[Signature] #159357
 Notary Public in and for the State of Louisiana
 Printed Name: Scotty W. Ray

Approved by the Polk County Commissioners Court in a regular/special session held this 13 day of June, 2023.

[Signature]
County Judge
Polk County, Texas

ATTEST:

[Signature]
County Clerk

License and/or Permit Term Bond

Bond No. LPM9041668

KNOW ALL MEN BY THESE PRESENTS:

That we,

H. Brown, Inc.

as Principal, and the Fidelity and Deposit Company of Maryland, incorporated under the laws of the State of _____, with principal office in Baltimore, Maryland

as Surety, are held and firmly bound unto Polk County, Texas

as Obligee, in the penal sum of (\$50,000) Fifty thousand Dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for Road Use of Polk County, Texas; and the term of said license or permit begins the 5th day of June, 2023 and ends the 5th day of June, 2024.

WHEREAS, the Principal is required by law to file with Polk County, Texas

a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond maybe cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 5th day of June, 2023

H. Brown, Inc.

Principal

By [Signature]
Maurice J. Brown
By [Signature]
Annette Latolais, *Attorney-in-Fact*

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kevin BRIGGS, Mary COURVELLE, Ken DAVID and Annette LATIOLAIS**, all of Lafayette, Louisiana, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of June, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 5th day of June, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 31st day of March, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790