

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FIRST AMENDMENT TO RIGHT-OF-WAY AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

GRANTOR: North East Independent School District
 8961 Tesoro Drive, Suite 602
 San Antonio, Texas 78217

GRANTEE: Outer Loop Utility, LLC, a Delaware limited liability company
 16211 La Cantera Pkwy., Suite 202
 San Antonio, Texas 78256

WHEREAS, Grantor and Grantee entered into a Right-of-Way Agreement, dated March 23, 2026, a memorandum of which being recorded on May 1, 2026, as Document Number 20260082306 in the Official Public Records of Bexar County, Texas (the “Agreement”);

WHEREAS, Grantor and Grantee now wish to amend the Agreement by replacing Exhibit “A” to the Agreement in its entirety with Exhibit “A-1”, attached hereto and incorporated herein, and to include additional terms related to Grantee’s construction of its pipeline.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the above recitals, which are incorporated herein, Grantor and Grantee hereby amend the Agreement by replacing Exhibit “A” to the Agreement in its entirety with Exhibit “A-1”, attached hereto and incorporated herein. Any reference in the Agreement to the width or location of the Easement or Temporary Easement are hereby amended to be consistent with the plat and legal description attached hereto as Exhibit “A-1”.

Additionally, Grantor and Grantee agree as follows:

1. The amended Easement location crosses existing parking spaces on Grantor’s school property. Grantee will restore the surface of the existing parking where the amended Easement crosses existing parking spaces within a reasonable time after construction of the Pipeline is completed to the condition existing prior to Grantee’s use, as nearly as reasonably practicable.
2. Grantor will direct school patrons to utilize temporary parking in the area marked on Exhibit “B” attached hereto and incorporated herein (the “Temporary Parking Area”) during the construction period.

Except as amended herein, the Agreement is ratified and restated in its entirety. Any capitalized terms herein left undefined are given their definitions as stated in the Agreement. This First Amendment to Right-of-Way Agreement may be executed in several counterparts, and any such counterpart shall be deemed an original for all intents and purposes.

(Signature pages follow)

EXECUTED this ____ day of _____, 2026.

GRANTOR:

North East Independent School District

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2026,
by _____, the _____
of North East Independent School District, on behalf of the district.

Notary Public, State of Texas

GRANTEE:

Outer Loop Utility, LLC, a Delaware limited liability company

By: Howard Midstream Energy Partners, LLC, a Delaware
limited liability company, its sole member

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____,
by _____, the _____ of
Howard Midstream Energy Partners, LLC, a Delaware limited liability company, the sole member
of Outer Loop Utility, LLC, a Delaware limited liability company, on behalf of the companies.

Notary Public, State of Texas

EXHIBIT "A-1"
BEXAR COUNTY, TEXAS
PIPELINE EASEMENT DESCRIPTION
OUTER LOOP - SEGMENT 3
TRACT NO.: TX-BX-03-303.0-R

DESCRIPTION OF A 30 FOOT WIDE PIPELINE EASEMENT, BEING 15 FEET LEFT OF AND 15 FEET RIGHT OF THE HEREIN DESCRIBED EASEMENT CENTERLINE, SITUATED IN THE B.S.&F. CO. SURVEY NO. 11, ABSTRACT 114, BEXAR COUNTY, TEXAS IN A CALLED 83.43 ACRE TRACT OF LAND RECORDED IN VOLUME 3316, PAGE 1908, OFFICIAL PUBLIC RECORDS BEXAR COUNTY, TEXAS (O.P.R.B.C.T.), THE SIDELINES OF THE HEREIN DESCRIBED PIPELINE EASEMENT BEING LENGTHENED OR SHORTENED TO MEET THE BOUNDARIES OF SAID TRACT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING (P.O.B.: X: 2131542.32, Y: 13775275.73) of the herein described easement centerline being at the North line of said 83.43 acre tract, and the South right of way line of Huebner Road, from which a 1/2-inch iron rod with cap marked "Pape Dawson" found for the Northeast corner of said 83.43 acre tract bears South 78°41'51" East, a distance of 15.07 feet;

THENCE across said 83.43 acre tract the following courses and distances;

South 16°42'50" West a distance of 70.95 feet;
North 76°26'06" West a distance of 220.28 feet;
South 16°45'17" West a distance of 892.62 feet;
South 27°37'50" West a distance of 72.13 feet;

THENCE South 80°28'39" West a distance of 1.55 feet to the **POINT OF TERMINATION (P.O.T.: X: 2131015.47, Y: 13774340.56)**, at the West line of said 83.43 acre tract, and the East line of a called 5.773 acre tract recorded in Volume 13459, Page 2194 (O.P.R.B.C.T.), from which a 1/2-inch iron rod found on the West line of said 83.43 acre tract, for the Southeast corner of said 5.773 acre tract, bears South 16°45'17" West, a distance of 644.39 feet.

The herein described easement centerline having a total distance of 1,257.53 linear feet (76.21 rods), and said pipeline easement containing 0.86 acres of land.

All bearings, distances and coordinates contained herein are grid, based upon the Texas State Plane Coordinate System, South Central Zone, of the North American Datum 1983 (NAD83, Realization 2011, Epoch 2010.0000), in U.S. Survey Feet.

A survey exhibit of even date accompanies and is considered an integral part of this easement description.

Codi Lamberson

Codi Lamberson
Texas RPLS No. 6480



Date: 7-30-2026

Date of Field Survey: November, 2025

Date of Revision: 7-30-26

EXHIBIT “B”



TEMPORARY PARKING SOLUTIONS DURING CONSTRUCTION

Howard Energy Partners recognizes that maintaining adequate student parking throughout construction is a priority for Reagan High School and North East ISD. The project team evaluated multiple temporary parking options to identify the safest, most practical, and least disruptive solution for students and campus operations. **As background, the following map and status updates summarize each considered location.**

OPTION 2

After reviewing multiple on- and off-campus options, Option 2 - the existing band practice area - has been identified as the most advantageous temporary parking solution.

This option not only allows for on-site parking - a request made by the Reagan HS principal - but also avoids further NEISD staff disruption around permitting and potential TCEQ issues with the soccer field, another option explored. (Option 1 on the chart below.)

We understand the need for the band's instructional space, especially during October. To that end, Howard Energy Partners will delay construction to November 6, after the last scheduled football game. Should the band need to continue to practice after November 6 and the football field is unavailable, Howard Energy Partners is providing \$250,000 to address any relocation expenses. Those funds can be used to paint marching lines on the soccer field, transport equipment, or whatever activity is needed to accommodate student programs during construction.

This option would decrease the amount of total parking permits issued by the school.



NOTE: This summary is current as of August 3, 2026

Option #	Capacity (Spots)	Proximity to Campus (miles)	Current Feasibility
1	180+	On Campus	Not a viable option; would require permitting re: impervious cover through TCEQ (90-day process) to allow for use before construction operations start, permits not guaranteed. <u>Pro(s)</u>: Allows students to park on campus; adequate space; field would be restored/improved after use (including irrigation system) Reagan HS principal indicated on-site parking is his preference <u>Con(s)</u>: Could disrupt athletic department activities. Would require permitting work initiated and completed by NEISD staff.
2	180+	On Campus	Best solution - as surface is already used as a parking lot at times and is located on campus <u>Pro(s)</u>: Allows students to park on campus; timing would align with Winter Break construction <u>Con(s)</u>: Could disrupt band and potentially athletic department plans after Nov. 6, 2026; doesn't provide same number of spots as parking lot disrupted by construction.
3	180+	Adjacent to Campus	Not an option. Property owner not interested in students parking on the property. <u>Pro(s)</u>: Allows students to park next to campus; adequate space; same walking distance to school as baseball lot (especially if temporary gate installed in Reagan fence line where existing walkway is present); direct access to Ronald Reagan Dr for vehicles; shuttle service not necessary
4	220+	Adjacent to Campus	Not an option. Property owner indicated lot is currently near capacity and will be at 100% capacity within the next 1 -2 months. <u>Pro(s)</u>: Allows students to park next to campus; adequate space; same walking distance to school as baseball lot (especially if temporary gate installed in Reagan fence line where existing walkway is present); shuttle service not necessary <u>Con(s)</u>: No direct access to Ronald Reagan Dr for vehicles

Option #	Capacity (Spots)	Proximity to Campus (miles)	Current Feasibility
5	300+	0.25	<u>Not a viable option.</u> All doctor offices utilizing buildings currently would have to approve of temporary use of parking lots <u>Pro(s)</u>: Located close to campus (directly across Sonterra Blvd); adequate space; shuttle service not necessary <u>Con(s)</u>: Off campus; would require students to cross public road after parking
6	340+	0.65	<u>Pro(s)</u>: Adequate space; within 1 mile of school property <u>Con(s)</u>: Off campus (security/student safety concerns); would require use of shuttle service; Reagan HS is open campus meaning students can come and go freely (shuttle would need to be available all day)
7	180+	0.95	<u>Pro(s)</u>: Adequate space; within 1 mile of school property; covered parking <u>Con(s)</u>: Off campus (security/student safety concerns); would require use of shuttle service; building could have existing tenants that would not want to park in same garage as HS students; Reagan HS is open campus meaning students can come and go freely (shuttle would need to be available all day)