

## AMENDMENT AGREEMENT

**THIS AMENDMENT AGREEMENT** (this “*Amendment*”) dated as of June 24, 2025 (the “*Effective Date*”), is made, entered into, executed and delivered by and between City of Angleton, Angleton, TX 77515, whose address is 121 South Velasco, Angleton, TX 77515 (hereinafter called “*Licensee*”); and Strong Capital I, LP, a Delaware limited partnership (hereinafter “*Strong*” or “*Licensor*”);

### RECITALS

WHEREAS, Licensee and Strong, or their respective predecessors-in-interest, entered into one or more agreement(s), each as amended or supplemented prior to the date hereof and as more fully description on **Exhibit A** attached hereto and made a part hereof (collectively, the “*Agreement*”);

WHEREAS, Licensee certifies to Strong that Licensee is the lawful owner of the facilities referenced in the Agreement and, if Licensee is not the original licensee under the Agreement, that Licensee succeeded to all rights granted to, and obligations assumed by, the original licensee under the Agreement;

WHEREAS, the parties desire to amend the Agreement in connection with the execution and delivery of this Amendment in order to, among other things, modify, amend and supplement certain payment (including without limitation payment amounts and other certain payment terms) and other provisions.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration in hand paid and delivered, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by each of the parties, there parties do hereby agree as follows:

1. Administrative Processing Fee (WAIVED). Licensee shall pay to Strong an administrative processing fee in the amount of ZERO AND 0/100 (\$0.00) upon the execution and delivery of this Amendment by check or wire transfer of immediately available funds.

2. Certain Amendments to Agreement. The Agreement is hereby amended to include the following provision(s):

The sections indicated in the “License Fee Section(s)” column of **Exhibit A** shall be deleted in their entirety and replaced with the following:

(a). As partial consideration for the permission herein given, Licensee shall pay to Strong, as an annual license fee, the sum stated in the “Annual License Fee Amount” column of **Exhibit A**, payable annually in advance and subject to annual adjustment. Acceptance by Strong (or any successor in interest) of the license fee in advance shall not be construed as a waiver by Strong (or any successors in interest) of its right to terminate the Agreement.

(b). CPI Factor Adjustment. The annual license fee amount shall automatically and without notice to Licensee, be adjusted, upwards only, on each anniversary of the Effective Date of this Amendment by the CPI Factor as indicated on the Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100) (the “*Consumer Price Index*”), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor or substitute index published as a replacement for the Index by any United States Governmental agency, or by a minimum of three percent (3%). The “*CPI Factor*” is the percentage of adjustment stated in the Consumer Price Index

(indicated in the previous sentence) established during the last available twelve-month period immediately preceding each anniversary of the Effective Date of this Amendment, adjusted to the nearest one-tenth of one percent. If the Consumer Price Index has changed so that the base year differs from that used in this paragraph, the Consumer Price Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics to the 1982-84 base. If the Consumer Price Index is discontinued or revised during the term of the Agreement, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if Consumer Price Index had not been discontinued or revised.

(c). Late Fees and Interest. In the event Licensee fails to pay the license fee on or before the due date, Licensee shall pay a late charge equal to five percent (5%) of the unpaid amount. After thirty (30) days, all amounts due hereunder shall bear interest from the date when due until paid at a rate of eighteen percent (18%) per annum. Such interest shall be governed by the laws of Texas, without regard to conflicts of law principles, and in no event will interest exceed the maximum amount permitted by such laws.

(d). Annual License Fee Amount Contingent Upon Non-Use of Facilities. [Reserved]. [The Annual License Fee Amount fixed in this Amendment and described in Exhibit A attached hereto is contingent upon Licensee's non-use of the facilities described in the Agreement. Both parties acknowledge and agree that the Annual License Fee Amount as provided by this Amendment is contingent upon Licensee's non-use of the facilities covered under the Agreement. If at any time it is subsequently determined that the facilities are in use, all outstanding payments from the date hereof shall be recalculated at an Annual License Fee Amount equal to \_\_\_\_\_ (\$\_\_\_\_\_.00) per annum as adjusted by subsection (b) above and shall become immediately due and payable with interest at the highest rate applicable by law. Strong shall thereafter have the further option, in its sole discretion, of (i) fixing a revised Annual License Fee Amount by written notice to Licensee and/or subsequent license fee increases based upon CPI or a flat percentage; or (b) entering into a new agreement with Licensee providing for a one-time fee for a fix term.]

3. Amendment to Facilities Description. [The facilities description located in the Agreement is hereby amended to delete the facilities description therein together with any associated diagrams or drawings and replace the same in its entirety with the following:

18-inch sewer pipeline crossing at S. Anderson (see exhibit B)

4. Full Force and Effect; Entire Agreement; Amendment. Except as otherwise expressly provided in this Amendment, all other terms, conditions and provision of the Agreement remain in full force and effect without amendment or modification. In the event of any conflict, inconsistency or incongruity between any provision of this Amendment and any provision of the Agreement, the provisions of this Amendment shall govern and control. This Amendment embodies the entire agreement among the parties relating to the subject matter hereof and may be amended only by an instrument in writing executed by an authorized officer of each party hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only in writing and signed by the party waiving such condition(s) or obligation(s).

5. Severability. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

6. Interpretation. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms “successors and assigns” shall include the heirs, administrators, executors, successors, and assigns, as applicable, of any party hereto. For purposes of construction, this Amendment will be deemed to have been drafted by all parties hereto. This Amendment shall be binding and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that Licensee shall not assign the Agreement or this Amendment without the prior written consent of Licenser (or any successors in interest).

7. Acknowledgements. The Licensee hereby acknowledges the title in and to the Agreement premises to be good and agrees never to assail or resist said title. The execution of this Amendment shall be deemed Licensee’s agreement that it has had an adequate opportunity to make such legal, factual and other inspections, inquiries and investigations as it deems necessary, desirable or appropriate with respect to the Agreement premises. Except as otherwise expressly set forth in this Amendment and the documents or instruments executed in connection herewith, Licensee shall not be entitled to and shall not rely upon Strong’s or Strong’s agents with regard to, and Strong will not make any representation or warranty with respect to the legal status of the Agreement premises, the condition of title to the Agreement premises or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction, or any other matter affecting the Agreement premises.

8. Additional Terms. The parties hereto agree to the terms and conditions set forth on **Exhibit B**, attached hereto and made a part hereof.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in duplicate as of the date first above written.

**Licensee:**

# City of Angleton

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Strong:**

**Railroad Management Company, LLC**  
As agent for Strong Capital I, LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

Agreements between Strong Capital VI, LLC and City of Angleton:

<b>License No.</b>	<b>Audit No.</b>	<b>Folder No.</b>	<b>Location City</b>	<b>Location County</b>	<b>Location State</b>	<b>Annual License Fee Section(s)</b>	<b>Annual License Fee Amount</b>	<b>Termination Section</b>
0024739	CA49114	137055	ANGLETON	BRAZORIA	TX	Section 1	\$668.70	Section 3

## EXHIBIT B

