CONSENT TO CONTRACT ASSIGNMENT

For good, services and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **Alliance Transportation Group, LLC** (hereinafter "Assignor") hereby request consent from **Williamson County, Texas** (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **DCCM Infrastructure, Inc.** (hereinafter "Assignee") for the Contract described as follows:

- Contract #24RFSQ22 – Contract for Engineering Services for Updating the WILCO Transportation Plan, by and between County and Assignor, effective on March, 19, 2024, which is incorporated by reference herein for all purposes.
- Contract #24RFSQ17 - Contract for Engineering Services for the Road Bond Program Traffic Engineering Services project, by and between County and Assignor, effective on September 17, 2024, which is incorporated by reference herein for all purposes.
- Contract #21RFSQ14 - Contract for Engineering Services for On Call Design Engineering Services for Small Drainage and Small Roadway Project, by and between County and Assignor, effective on June 14, 2022, which is incorporated by reference herein for all purposes.

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and conditions of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN

CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract Assignment.

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

[SIGNATURE PAGE TO FOLLOW]

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____ _____, 20___

ASSIGNOR:

Alliance Transportation Group, LLC:

By: _____

Printed Name: Chad Andrew Wood

Title: Executive VP, Traffic & Planning

Date: June 1 _____, 2026

ASSIGNEE:

DCCM Infrastructure, Inc.

By: _____

Printed Name: Chad Andrew Wood

Title: Executive VP, Traffic & Planning

Date: June 1 _____, 2026