CHAPTER 312 AGREEMENT
BETWEEN
MEDINA COUNTY, TEXAS AND ROWAN LAND RESOURCES LLC

This Agreement (this ***"Agreement"***), dated and effective as of December 30, 2024 (the ***"Effective Date"***), is entered into by and between Medina County, Texas, a political subdivision of the State of Texas (the ***"County"***), and Rowan Land Resources LLC (the ***"Company"***), pursuant to the Constitution and general laws of the State of Texas including Chapter 312, as amended, Texas Tax Code. The County and the Company are referred to herein, individually, as a "***Party***" and, collectively, as the ***"Parties."***

PREAMBLE

WHEREAS, the Commissioners Court (the ***"Court"***) of the County recognizes the importance of its continued role in local economic development and the protection and promotion of the health, safety, and welfare of its inhabitants; and

WHEREAS, the Company has identified approximately 440 acres of land located in Commissioner Precinct No. 3 of the County, as more particularly described in **Exhibit A** (the "***Property***"), that is suitable for development of a Data Center and related infrastructure; and

WHEREAS, the Company, subject to receipt of financial incentives from the County as herein described, has selected the Property over other competing locations as the optimal site for Project development; and

WHEREAS, the County adopted its Guidelines and Criteria consistent with Section 312.002 of the Texas Tax Code on December 9, 2024; and

WHEREAS, to support the authorization and the execution of this Agreement, the County has heretofore created and there now exists Reinvestment Zone Number Three, Medina County, Texas (the ***"Reinvestment Zone"***), whose boundaries are coterminous with the Property; and

WHEREAS, in determining to award certain tax Abatements to the Company and certain Permitted Occupants, the County hereby finds that the enhancement and improvement of the Property resulting from Project development will substantially advance legitimate County interests hereinbefore described and benefit the County and its residents by, among other things, increasing the County's property and sales tax bases, providing enhanced employment opportunities within the County, and serving as a catalyst for additional, beneficial development in and around the Property and other areas within the County; and

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Agreement for all purposes, the benefits described below, and the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant, and agree as follows:

I. DEFINITIONS

1.01. Construction of Terms. All terms and phrases defined herein shall have the meanings and definitions ascribed thereto. Terms that have well known technical, municipal, or construction or development industry meanings are used in accordance with such recognized meanings, unless otherwise defined herein or unless the context clearly indicates a different meaning. If appropriate in the context of this Agreement, words of the singular shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders. The titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.

1.02. Definition of Certain Terms. As used in this Agreement, and in addition to those terms defined in the preamble above, the following terms shall have the meanings set out below:

*"**Abatement**"* shall refer to the forbearance to charge all or a portion of a County Tax, only as expressly provided for herein and as authorized by the Act.

*"**Abatement Period**"* means the ten year periods defined herein for any of the Phase 1 through Phase 5 Real Property Phases or the Phase 1 through Phase 4 Personal Property Phases.

*"**Act**"* means, together, Chapter 312, as amended, Texas Tax Code.

*"**Annual Compliance Certificate**"* means a certificate, annually completed and delivered to the County in accordance with Section 4.17, in substantially the form attached hereto as **Exhibit G**.

*"**Assessed Property**"* means the Property, all Improvements thereon, and all Personal Property located thereon or therein, owned by the Company or a Permitted Occupant and that are subject to ad valorem taxation under applicable Texas law.

*"**Assessed Value**"* means the value of any of the Assessed Property, as determined on an annual basis by the Medina County Appraisal District for purposes of ad valorem taxation.

*"**Authorizing Order**"* means County Order No. 20241230-1 adopted by the Court on December 30, 2024, which Order authorizes the County's entering into this Agreement and other matters necessary or incidental to the foregoing, all in accordance with the Act.

*"**Bankruptcy Event**"* means (a) commencement of an involuntary proceeding or an involuntary petition shall be filed seeking (i) liquidation, reorganization, or other relief in respect of the Company or of a substantial part of the assets of the Company under any insolvency or debtor relief law or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator, or similar official for the Company or a substantial part of the Company's assets and, in any case referred to in the foregoing clauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) the Company shall (i) apply for or consent to the appointment of

a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Company or for a substantial part of the Company' s assets, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or (iii) make a general assignment for the benefit of creditors, or (iv) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (b)(i) of this definition, or (v) commence a voluntary proceeding under any insolvency or debtor relief law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any insolvency debtor relief law, or (i) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing clauses (i) through (v), inclusive, of this part (b), and, in any case referred to in the foregoing clauses (i) through (v), such action has not been cured within twenty (20) days thereafter.

*"**Building**"* means the dedicated commercial space containing computing and communications networking equipment that will have a maximum of 350,000 square feet of space and a maximum of two stories (with each story generally being up to twenty-eight feet (28') when measured floor-to-ceiling).

*"**City**"* means the City of Lytle, Texas.

*"**Commencement of Construction**"* means commencement of Construction of a Phase, as evidenced by delivery to the County of a Construction Commencement Certificate.

*"**Community Engagement Agreement**"* means the Community Engagement Agreement, a copy of which is attached hereto as **Exhibit I** and hereby incorporated by reference for all purposes as though reproduced in its entirety herein, that provides the terms by which the Company has agreed to adhere.

*"**Company Affiliate**"* means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, the Company. For this purpose, the term "*control*" shall mean direct or indirect ownership of more than fifty percent (**50%**) of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.

*"**Completion of Construction**"* means substantial completion of Construction of a Phase, as evidenced by delivery to the County of a Construction Completion Certificate.

*"**Construction**"* means active work on the Property to develop a Phase, including delivery of equipment and materials to the Property in anticipation of commencement of work (but excluding site visits, exploration, surveys, testing, and other due diligence activities), after receipt of all necessary permits and approvals to actually commence such work.

*"**Construction Commencement Certificate**"* means a certificate indicating Commencement of Construction of a Phase, in substantially the form attached hereto as **Exhibit D**.

*"**Construction Completion Certificate**"* means a certificate indicating Completion of Construction of a Phase, in substantially the form attached hereto as **Exhibit E**.

*"**County Tax Rate**"* means the annual ad valorem tax rate adopted by the Court for general maintenance and operating purposes, specifically excluding the County's road and bridge tax and ad valorem tax levied for payment of debt service (also known as the interest and sinking fund tax).

*"**County Taxes**"* means those annual ad valorem tax collections realized by the County from the Court's annual levy of the County Tax Rate upon the Assessed Value for general maintenance and operating purposes (but specifically excluding the County ad valorem tax revenues realized from its levy of a road and bridge tax and an interest and sinking fund tax).

*"**Court**"* means the County Commissioners Court.

*"**CPI-W**"* means the Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the United States Bureau of Labor Statistics and updated on a monthly basis.

*"**Data Center**"* means up to ten Buildings and their related facilities in up to five Real Property Phases and up to four Personal Property Phases, including (without limitation) those facilities used to house computer systems and associated telecommunications, storage, cooling, power supplies, generators, racking systems, power systems, mechanical systems, security systems, offices for the processing and storage of data and related infrastructure such as access, parking, and drainage.

*"**Development Duration**"* means a Phase's period of development, commencing with respect to such Phase upon its Commencement of Construction and concluding upon its Completion of Construction.

*"**Force Majeure Event**"* means war, act of terrorism, civil commotion, pandemic, quarantine, fire, severe flood, hurricane, tornado, explosion, court order, or change in requirements of applicable law in existence as of the date hereof or other similar events or circumstances that are outside of the Company's control, but only to the extent that such events or circumstances delay final completion of the Project or otherwise make the Company's construction of the Project impracticable or impossible after taking reasonable steps to mitigate the effects thereof.

*"**Improvement**"* has the meaning ascribed thereto in Section 1.04(3), as amended, Texas Tax Code.

*"**Joinder Agreement**"* means a completed and executed Joinder Agreement in substantially the form attached hereto as **Exhibit F**.

*"**Minimum Jobs Requirement**"* means the cumulative creation and maintenance of at least 40 full-time equivalent employment opportunities attributable to the Project by the Company and/or each Permitted Occupant, available within the County, and compensated at a monetary level at least equal to the Minimum Salary.

“***Minimum Salary***” means an annual salary of 120% of the County average weekly wage beginning on January 1 of the 5th year after the year in which the first Construction Completion Certificate is delivered and thereafter adjusted annually on December 31 of each remaining year of the Term (on a percentage basis based on movement in the CPI-W from the prior December 31).

“***Permitted Occupant***” means each of Company’s tenants, the Tenants’ Affiliates, and on-site operators occupying and/or operating all or a portion of the Project who sign and deliver to the County a Joinder Agreement.

“***Personal Property***” has the meaning ascribed thereto in Section 1.04(4), as amended, Texas Tax Code.

“***Personal Property Phase***” shall mean and include the Personal Property described and rendered in each Personal Property Phase Certificate.

“***Personal Property Phase Certificate***” means a certificate in the form attached hereto as **Exhibit B**.

“***Phase***” or “***Phases***” means any one or more of Phase 1 through Phase 5 Real Property Phases or Phase 1 through Phase 4 Personal Property Phases.

“***Placed Into Service***” means the time that a developed portion of any Data Center is first placed by the Company or a Permitted Occupant in a condition or state of readiness and availability for its specifically assigned function.

“***Project***” means the development of one or more Buildings, not to exceed ten Buildings in aggregate, in up to five Phases on the Property, which (upon completion) is herein also referred to as the Data Center.

“***Real Property Phase 1***” is defined as set forth in Section 3.03.

“***Real Property Phase 2, 3, 4, or 5***” is defined as set forth in Section 3.04.

“***Real Property Phase Certificate***” means a certificate in the form attached hereto as **Exhibit C**.

“***State***” means the State of Texas.

“***State Sales Tax Exemption Program***” means the State’s program of temporary exemption from payment of State sales and use tax in connection with development of qualifying data centers, including (as contemplated by the Company) the Data Center, rules for which are included in Texas Administrative Code Title 34, Part 1, Chapter 3, Subchapter O, Rule § 3.335.

“***Taxes***” means all present or future taxes (including ad valorem taxes and sales and use taxes), levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed upon the real, personal, or mixed property that comprises any part of the Property or the Project by any local government (including the County and any other local taxing jurisdiction whose territory, in whole or in part, is within the County) under whose jurisdiction the Property or the Project (or any portion thereof), the Company, or any Permitted Occupant is subject.

*"**Term**"* means the period of time commencing on the Effective Date and concluding on the Termination Date.

*"**Termination Date**"* means December 31 of the final calendar year of all of the Real Property Phases and the Personal Property Phases.

II. AUTHORITY AND TERM

2.01. Authority. The County enters into this Agreement pursuant to the authority granted thereto under the Constitution and general laws of the State, including the Act, and the Authorizing Order. The Company enters into this Agreement pursuant to its general corporate powers.

2.02. Term. This Agreement shall become effective and enforceable on the Effective Date and shall continue through the Termination Date, unless earlier terminated by the County in accordance with Article VI. Notwithstanding anything to the contrary, and provided that the associated terms allow continued compliance with the Act, this Agreement may be extended by mutual agreement of the Parties.

III. COMPANY COMMITMENTS

3.01. General. The Company plans to develop or cause one or more Permitted Occupants to develop upon the Property, in Phases, one (1) but not more than ten (10) Buildings and, if developed, to thereafter, after a developed Building is Placed Into Service, continuously operate the same in a manner consistent with its originally intended purpose for the entirety of the Term, all in accordance with the provisions of this Agreement. It shall not be a breach or default of this Agreement if Company or Permitted Occupants are not able to develop one or more Buildings on the Property.

3.02. Company Commitments Relative to Development of All Real Property Phases.

(a) The Company hereby agrees, promises, represents, warrants, and covenants that, if developed, the following conditions shall apply to any and all Real Property Phases of Data Center development:

i. Not less than thirty (30) days prior to Commencement of Construction, the Company shall have delivered to the County a completed Real Property Phase Certificate, executed by a duly authorized Company representative;

ii. Not less than thirty (30) days before or more than thirty (30) days after Commencement of Construction, the Company shall have delivered to the County a completed Construction Commencement Certificate, executed by a duly authorized Company representative;

iii. Development of each Real Property Phase shall be in accordance with all applicable laws, rules, regulations, promulgations, and court orders as now exist or are hereafter enrolled or enforced by any government (including the United States of America and the State of Texas) or agency thereof, local government, court, or tribunal having jurisdiction over the Property, the Project, the applicable Phase then under construction, or the Company;

iv. Not less than thirty (30) days after Completion of Construction of a Real Property Phase, the Company shall have delivered to the County a completed Construction Completion Certificate, executed by a duly authorized Company representative; and

v. Once commenced, as indicated in an applicable and related Construction Commencement Certificate, the Development Duration of any Real Property Phase shall not exceed five (5) years; and

(b) Eligibility of a Real Property Phase for Abatement under this Agreement requires delivery of a completed Construction Commencement Certificate, executed by a duly authorized Company representative, for such Phase on or before the tenth (10^{th}) anniversary of the Effective Date.

(c) On or before ***April 30*** of each year during the Term of this Agreement Company and each Permitted Occupants, if any, shall deliver to the County a duly completed Annual Compliance Certificate in the form attached as ***Exhibit G*** hereto.

3.03. Company Commitments Relative to Real Property Phase 1. With respect to development of Real Property Phase 1, if developed, the Company hereby promises, represents, warrants, and commits to the County the following:

(a) Within ***twenty three (23)*** months of the Effective Date, deliver to the County a completed Real Property Phase Certificate, executed by a duly authorized Company representative, concerning Phase I;

(b) Within ***twenty four (24)*** months of the Effective Date, deliver to the County a completed Construction Commencement Certificate, executed by a duly authorized Company representative, concerning Real Property Phase I;

(c) Cumulatively invest, ***minimally, $900,000,000*** in the Assessed Property (including Company and Permitted Occupants' Personal Property) in Real Property Phase 1;

(d) Meet the Minimum Jobs Requirement by January 1 of the 5th year after the year in which the Construction Completion Certificate is delivered; and

(e) Work with the County to incorporate a public access road, in accordance with all requirements detailed in Schedule 2 Construction Standards for Roads, Streets, Bridges, and Drainage Structures of Medina County Subdivision Regulations effective February 27, 2020 and revised November 18, 2021, into the Project's site plan to be memorialized in **Exhibit H**.

3.04. Company Commitments Relative to Real Property Phases 2, 3, 4, and 5 Development. With respect to development of any of Real Property Phases 2, 3, 4, and 5, the undertaking of any of which is reserved to the discretion of the Company, the Company shall make an investment of at least $300,000,000 in Improvements and Personal Property per Phase as a condition precedent to that Phase's eligibility for Abatement hereunder. The Company hereby acknowledges that failure to meet this minimum investment threshold with respect to any of Phases 2, 3, 4, or 5 shall exclude such Phase from participation in financial incentives otherwise available under this Agreement.

3.05. Company and Permitted Occupant Commitments Relative to Personal Property Phases. Company and each Permitted Occupant shall each have the right to create up to four (4) Personal Property Phases. Personal Property Phase 1 (for Company and each Permitted Occupant) must be created no later than the April 15th of the calendar year after Real Property Phase 1 begins. Personal Property Phase 2 (for Company and each Permitted Occupant) must be created no later than April 15th of the fourth (4th) calendar year after which Real Property Phase 1 begins. Personal Property Phase 3 (for Company and each Permitted Occupant) must be created no later than April 15th of the sixth (6th) calendar year after which Real Property Phase 1 begins. Personal Property Phase 4 (for Company and each Permitted Occupant) must be created no later than April 15th of the eighth (8th) calendar year after which Real Property Phase 1 begins. With respect to development of Phase 1, the Company hereby promises, represents, warrants, and commits to the County the following:

(a) each Personal Property Phase shall be established by timely filing the Personal Property Phase Certificate including a rendition of Personal Property as required by Chapter 22 of the Texas Tax Code with the Medina County Appraisal District and the County by Company or a Permitted Occupant on or before April 15th of the first year of each Personal Property Phase; and

(b) the Personal Property included in each Personal Property Phase Certificate shall be entitled to Abatement as provided for in Section 4.07, but no item of Personal Property shall be included in more than one Personal Property Phase Certificate and no item of Personal Property shall be entitled to Abatement for more than ten (10) years.

3.06. Operating Standards Applicable to Each Data Center. The Company shall operate or cause the operation of each Data Center in accordance with all applicable laws, rules, regulations, promulgations, and court orders as now exist or that are hereafter enrolled or enforced by any government (including the United States of America and the State of Texas) or agency thereof, local government, court, or tribunal having jurisdiction over the Company, a Permitted Occupant, or the Property. The Company shall comply with all applicable City of Lytle ordinances with respect to each Building as and when construction of such Building is complete.

3.07. Community Engagement Plan. Minimally, the Company shall engage with the County residents in accordance with the provisions of the Community Engagement Agreement.

3.08. Payment of Taxes. The Company and each Permitted Occupant shall pay and discharge or cause to be paid and discharged promptly all Taxes before the same shall become in default, except for those matters which are reasonably being contested in good faith by appropriate action or proceedings or for which the Company or a Permitted Occupant, as applicable, has established adequate reserves in accordance with generally accepted accounting principles applicable to private companies. For avoidance of doubt and establishment of requisite compliance with this Section 3.08, no Abatement hereunder made pursuant to Article IV shall apply to property to be included within a Phase prior to the delivery of the applicable Construction Completion Certificate under the terms of this Agreement.

3.09. Payment of Project Costs. Except for those matters which are reasonably being contested in good faith by appropriate action or proceedings or for which the purported obligated party (whether the Company or a Permitted Occupant, as applicable) has established adequate reserves in accordance with generally accepted accounting principles applicable to private companies, the Company and each Permitted Occupant, as and if applicable, shall timely pay when due all Project costs.

IV. ECONOMIC DEVELOPMENT INCENTIVE

4.01. Generally. The County has determined that if developed the Project will result in increased County property and sales tax revenues and increased occupational opportunities for the County's residents, which together are intended to provide a catalyst to the economy of the County in numerous ways. In exchange for delivery of these benefits and increased economic development, the County agrees to provide the Company with the Abatements, as outlined below.

4.02. Real Property Phase 1 Abatement. Abatement for real property and Improvements in Real Property Phase 1 shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the initial Construction Completion Certificate to the County for Phase 1 and complied with the terms of this Agreement and the requirements of Section 3.03 above, and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be ***80%*** of County Taxes for the real property and Improvements in Real Property Phase 1.

4.03. Real Property Phase 2 Abatement. Abatement for real property and Improvements in Real Property Phase 2 shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the second Construction Completion Certificate to the County for Phase 2 (which must confirm (a) that the minimum investments required by Section 3.04 of this Agreement have been complied with and that (b) Company has complied with the terms of this Agreement), and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be ***80%*** of County Taxes for the real property and Improvements in Real Property Phase 2.

4.04. Real Property Phase 3 Abatement. Abatement for real property and Improvements in Real Property Phase 3 shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the third Construction Completion Certificate to the County for Phase 3 (which must confirm (a) that the minimum investments required by Section 3.04 of this Agreement have been complied with and that (b) Company has complied with the terms of this Agreement), and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be ***80%*** of County Taxes for the real property and Improvements in Real Property Phase 3.

4.05. Real Property Phase 4 Abatement. Abatement for real property and Improvements in Real Property Phase 4 shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the fourth Construction Completion Certificate to the County for Phase 4 (which must confirm (a) that the minimum investments required by Section 3.04 of this Agreement have been complied with and that (b) Company has complied with the terms of this Agreement), and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be ***80%*** of County Taxes for the real property and Improvements in Real Property Phase 4.

4.06. Real Property Phase 5 Abatement. Abatement for real property and Improvements in Real Property Phase 5 shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the fifth Construction Completion Certificate to the County for Phase 5 (which must confirm (a) that the minimum investments required by Section 3.04 of this Agreement have been complied with and that (b) Company has complied with the terms of this Agreement), and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be ***80%*** of County Taxes for the real property and Improvements in Real Property Phase 5.

4.07. Personal Property Phase 1, 2, 3, and 4 Abatement. Abatement for each Personal Property Phase 1, 2, 3, or 4 shall be granted (i) beginning on January 1 of the calendar year Company or a Permitted Occupant has timely (per Section 3.05 above) submitted a Personal Property Phase Certificate to the County and complied with the terms of this Agreement and the requirements of Section 3.05 above, and (ii) for the following nine (9) calendar years. The percentage of the Abatement for Personal Property Phase 1, 2, 3, and 4 shall be ***80%*** of County Taxes for the Personal Property described in each Personal Property Phase Certificate.

4.08. Tax Valuations. All valuations shall be determined by the Medina County Appraisal District as of January 1st of each year (except where such valuations are finally determined by the Medina County Appraisal Review Board or a Texas court). All of Company's or Permitted Occupant's Personal Property in the County will be timely rendered by Company or Permitted Occupants to (i) the Medina County Appraisal District pursuant to Chapter 22 of the Texas Tax Code and (ii) the County. After the Abatement Period expires for each Phase, the full value of the Improvements and Personal Property, for each Phase shall be included on the tax roll and assessed in accordance with applicable laws.

4.09. Base Year. As required by Section 312.204(a) of the Act, it is the intent of the County and the Company to abate taxes only on the value of real property, Improvements and Personal Property that is in excess of the value attributed by Medina County Appraisal District on

January 1, 2024. The Parties acknowledge that on January 1, 2024, there were no Improvements or Personal Property on the Property.

4.10. Limitation on Phase Start Date. Notwithstanding any statement or implication in this Agreement to the contrary, (i) this Agreement shall only apply to Real Property Phases for which the Company submits a Construction Completion Certificate to the County on or before the ***tenth (10th) anniversary of the Effective Date***; and (ii) this Agreement shall only apply to Personal Property Phases for which the Company or a Permitted Occupant submits a Personal Property Phase Certificate to the County on or before the ***tenth (10th) anniversary of the Effective Date***. County and Company agree and acknowledge that the commencement of the Abatement Period for each Phase is deferred to a date that is subsequent to the Effective Date of this Agreement, as authorized by Section 312.207 of the Act, but that no Abatement Period will exceed ten (10) years in compliance with Section 312.007 of the Act. No Abatement Period may be extended longer than ten (10) years, even if Company fails to qualify for Abatement (including suspension under Section 4.12) during one (1) or more years of the Abatement Period and no real estate Improvement or item of Personal Property shall be granted Abatement in excess of ten (10) years.

4.11. Terms Apply Independently to Phases. Except for (i) the Minimum Jobs Requirement (and for the avoidance of doubt, Company and its Permitted Occupants are only obligated to create and maintain 40 jobs (complying with the Minimum Salary requirements) at the Property by January 1 of the 5th year after the year in which the Construction Completion Certificate is delivered, regardless of the number of Phases that are created); and (ii) the Abatement percentages in Article IV, which are only applicable to specific Phases, all terms, conditions and obligations of this Agreement shall fully apply to each Phase independently. By way of example and for the avoidance of doubt, in the event of a default with respect to Phase 3, such default would have no impact on the Abatement or Company's obligations with respect to Phase 1.

4.12. Suspension of Abatement. In accordance with the terms hereafter provided and Section 6.03, during the Term of this Agreement, should the Company fail to oblige to the covenants, conditions, and obligations set forth herein, then the County may suspend the Abatements hereunder granted to the Company for the entirety of the tax year in which the compliance failure described above occurs. The failure of the Company to satisfy the covenants, conditions, and obligations set forth herein for any tax year during the Term of this Agreement shall not prevent the Company from receiving Abatements in future tax years consistent with this Agreement so long as the reason for the suspension has been, in the County's discretion (reasonably applied), cured. No extension of the Term or other opportunity for recovery of any lost Abatement resultant from a suspension as described above shall occur, though the County may reinstate the suspended Abatement if reason for suspension is cured, to the County's satisfaction, prior to expiration of the tax year in which the suspension occurred.

4.13. Exclusivity of Financial Incentives. The Company represents to the County that, other than seeking the Abatements from the County, it has not pursued or received any additional financial incentives from any other political subdivision in whose jurisdiction the Property is located as incentive for selection of the Property as the situs of the Project. For the Term, the Company agrees that it will not pursue any such additional financial incentives from any local political subdivision without first receiving written consent from the County to do so; provided, however, that if all or a portion of the Property is annexed into the City's corporate limits, then the Company and each Permitted Occupant may seek to negotiate tax incentives with the City.

Notwithstanding the foregoing, the Parties acknowledge that the Company or a Permitted Occupant will, with respect to the Project, seek to qualify the Data Center, individually or collectively, under the State Sales Tax Exemption Program, the financial benefit thereby realized, if any, as a result of any such qualification being the sole property and inure to the benefit of the party seeking and realizing any such qualification.

4.14. Permitted Occupant Participation by Joinder. Any Permitted Occupant desiring to receive an allocable amount of the Abatements may do so, prospectively, by becoming bound by all of the terms and certifications (expressly including, without limitation, those in Section 7.03) of this Agreement and by executing and delivering to the County a copy of the Joinder Agreement.

4.15. Coordination with Medina County Appraisal District and Medina County Tax Collector. In the event of addition to this Agreement of a Permitted Occupant by a Joinder Agreement, the Company, and each Permitted Occupant having interest in a particular Phase, and the County shall work in coordination and cooperation with the Medina County Appraisal District and the Medina County Tax Collector, respectively and as applicable, to establish separate tax parcel identification numbers and tax payment accounts for real estate and the Improvements included within each Real Property Phase and for the Personal Property to be included with each Personal Property Phase to allow for the efficient administration of this Agreement by crediting Abatements to the appropriate parties in the appropriate amounts.

4.16. Inspection Rights. Employees or designated representatives of the County will have access to the Property during the term of this Agreement to confirm that the terms and conditions of this Agreement are being met. All inspections: (a) will be made during normal business hours; (b) will occur after at least five business days advance notice; (c) will be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Data Center; and (d) the County's inspector shall follow the Company's and Permitted Occupants' written safety and security policies theretofore delivered to the County upon receipt of notice of impending inspection.

4.17. Annual Compliance Certification. Company shall annually, on or before ***April 30*** of each year after the Effective Date and throughout the Term, deliver to the County a completed Annual Compliance Certificate that is executed by a duly authorized Company representative.

4.18. Statutory Application to Appraisal District. State law requires as a prerequisite to receiving a tax Abatement that the property owner complete and submit an exemption application to the Medina County Appraisal District on Texas Comptroller of Public Accounts Form 50-116 for each year an Abatement is claimed. The exemption application must be submitted to the appraisal district ***no later than April 30*** of the tax year for which the Abatement is claimed. The Company hereby covenants and agrees to adhere to and annually satisfy this Texas law requirement for so long as the same remains valid and in effect.

V. ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS

The Company's rights and obligations under this Agreement (including the Company's right to receive Abatement hereunder) are assignable in whole or in part to Company Affiliates with advance written notice to, but not consent by the County, though continued receipt of an Abatement is conditioned on compliance with the terms of this Agreement (regardless of who is entitled to receive the Abatement). Assignment to persons that are not Company Affiliates or Permitted Occupants are subject to County's advance written consent, which consent shall not be unreasonably withheld. Any Permitted Occupant or other Company assignee of any of the rights, duties, and obligations hereunder shall execute the Joinder Agreement, deliver same to County, and be bound by all of the terms of this Agreement.

VI. DEFAULT, REMEDIES AND NOTICE

6.01. Events of Default. Except as otherwise specified herein, the occurrence of any of the following shall constitute an event of default (each, an ***"Event of Default"***):

(a) Any representation, warranty, certification or statement made by the Company or a Permitted Occupant (or incorporated by reference) in this Agreement, any Joinder Agreement, or any written certificate delivered to the County in accordance with the terms of this Agreement shall prove to have been incorrect in any material respect when made (or deemed made); or

(b) Either Party shall default in the due performance or observance of any covenant in this Agreement set forth; or

(c) The occurrence of a Bankruptcy Event with respect to the Company or a Permitted Occupant that has executed a Joinder Agreement that, in the reasonable judgment of the County makes, unlikely or impossible the continued performance by the Company or Permitted Occupants of their rights, duties, and obligations under this Agreement.

6.02. Notice; Opportunity to Cure. Upon discovery of the occurrence of an Event of Default or a condition that, upon the passage of time or the giving of notice, will result in an Event of Default, the discovering Party shall, within ten (10) of such discovery, provide notice of the Event of Default or the condition that will result in the Event of Default to the other Party. Such notice shall specify the nature of the alleged default and the manner in which it can be satisfactorily cured. Upon delivery or receipt of notice of ongoing or imminent Event of Default, the defaulting Party shall have thirty (30) days from to cure the Event of Default. If the nature of the Event of Default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. Notwithstanding the foregoing, the Company's or a Permitted Occupant's failure to comply with Section 3.08 hereof or an Event of Default under Section 6.01(c) hereof shall result in immediate default hereunder without requirement of notice and without opportunity to cure.

6.03. Remedies Upon Occurrence and Continuation of Event of Default; Enforcement. In the event that Company: (a) owes ad valorem taxes to the County that are delinquent and not the subject of a timely filed protest based on recognized legal grounds (and not on the basis of legal theory or argument not theretofore recognized under Texas law) and complying with the requirements of the Texas Tax Code (including without limitation the Company and/or any Permitted Occupants have complied with the tax payment requirements of Section 42.08 of the Texas Tax Code), (b) violates any of the terms and conditions of this Agreement governing timely completion of required Improvements, or the amount of required capital investment as provided by this Agreement; (c) violates a covenant in Article III; or (d) fails to meet and maintain the Minimum Jobs Requirement, this Agreement may be terminated by the County, and as County's sole and exclusive remedy, all taxes abated by virtue of this Agreement will be recaptured and paid to the County by Owner or applicable Permitted Occupant within one hundred eighty (180) days of the termination. However, the County may opt to certify to the Medina County Appraisal District that Owner has failed to qualify for Abatement for the tax year in which the default occurred and/or the next subsequent tax year. If Owner is convicted of a violation of 8 U.S.C. Section 1324(a)(f) as described in **Exhibit J**, this Agreement shall be terminated, and recapture of all taxes abated by virtue of this Agreement with interest shall be made as described in **Exhibit J.**

The Company and any Permitted Occupant that has executed a Joinder Agreement may enforce this Agreement by any proceeding at law or equity. The Parties agree that monetary damages are not a sufficient remedy for a County Event of Default hereunder. As a remedy for a County Event of Default, the Company or a Permitted Occupant shall be entitled to equitable relief, including specific performance of this Agreement, but not monetary damages.

Failure of any Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

6.04. Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, the Company and the County intend to cooperate in the defense of such suit or claim, and to use commercially reasonable efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The County's participation in the defense of such a lawsuit is expressly conditioned on the availability of budgetary appropriations for such action by the Court, coverage under Article VIII hereof, or the Company's agreement to pay the County's costs of participation in any such proceeding. The filing of any third-party lawsuit relating to this Agreement or the Project will not delay, stop or otherwise affect the Company's receipt of Abatements, unless otherwise required by a court of competent jurisdiction.

6.05. Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; or (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the County or the Company, as the case may be, at the address stated below.

Any notice mailed to the County shall be addressed:

Medina County
Attn.: County Judge
1300 Avenue M, Room 250
Hondo, Texas 78861
Phone: (830) 741-6020
Fax: (830) 741-6025
Email: countyjudge@medinacountytexas.org

and

Medina County
Attn.: Precinct 3 Commissioner
1300 Avenue M, Room 148
Hondo, Texas 78861
Phone: (830) 741-6006
Fax: (830) 741-6015
Email: david.lynch@medinacountytexas.org

With a copy to:

Clayton Binford
McCall, Parkhurst & Horton L.L.P.
112 E. Pecan, Suite 1310
San Antonio, Texas 78205
Phone: (201) 225-2819
Fax: (210) 225-2984
Email: cbinford@mphlegal.com

Any notice mailed to the Company shall be addressed:

If to the Company:

Rowan Land Resources LLC
1700 Westlake Avenue N. Suite 200
Seattle, WA 98109

Attention: Chief Legal Officer Email: legal@rowan.digital & Senior Director: mromo@rowan.digital

with a copy to:

Steve Moore
Jackson Walker LLP
100 Congress Ave., Ste. 1100
Austin, Texas 78701

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

7.01. Mutual Representations, Warranties, and Covenants of the Parties. The Parties acknowledge that each Party is acting in reliance upon the other Party's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the Project. In recognition of such mutual reliance, each Party represents and warrants to the other that it shall employ commercially reasonable efforts to perform its duties and obligations hereunder and shall adhere to the requirements of this Agreement.

7.02. County Representations, Warranties, and Covenants.

(a) The County has, pursuant to the Authorizing Order, taken all requisite and necessary actions to enter into this Agreement, and this Agreement represents a valid and binding agreement of the County, subject to governmental immunity and principles of bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity.

(b) To the extent (but only to the extent) its obligations are clearly defined and non-discretionary, the County is not entitled to claim immunity on the grounds of sovereignty from (i) relief by writ of mandamus to perform its obligations hereunder or (ii) enforcement by writ of mandamus of its payment obligations with respect to amounts due to the Company pursuant to the terms of this Agreement.

(c) The County agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between the Company and the County.

7.03. Company Representations, Warranties, and Covenants.

(a) This Agreement is a valid and enforceable obligation of the Company and is enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(b) The Company has the power and authority to enter into this Agreement and has taken all actions necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Company.

(c) The Company has sufficient knowledge, experience, and financial resources to perform its obligations under this Agreement in accordance with all duties, obligations, regulations, governing regulation requirements, and other applicable law affecting or required to perform the work with respect to the Project and, in this regard, the Company may:

i. provide, or cause to be provided, all materials, labor, and services for completing the Project, which materials, labor, and services shall be of adequate quality when graded against industry standards and the construction requirements identified in this Agreement;

ii. bid, procure, supervise, manage, perform, and from time to time provide information relating to such work regarding compliance with all duties, obligations, regulations, code and legal requirements arising under this Agreement and any governing regulation with jurisdiction over the Project;

iii. apply its financial resources against payment of the Project costs when and as due, without reliance on the availability of any Abatements; and

iv. obtain or cause to be obtained, all necessary permits and approvals from the County and/or all other governmental entities having jurisdiction or regulatory authority over the Project and, with respect thereto, pay or cause to be paid all applicable permit or similar fees.

(d) The Company acknowledges and agrees that, pursuant to Texas law, this Agreement, any applications and certificates related to or delivered in compliance with the terms of this Agreement, and Joinder Agreements shall be subject to public disclosure unless specifically exempted under the Texas Open Records Act (Tex. Gov't Code Ann. Sec. 552.001 et seq.).

(e) All personnel supplied or used by the Company in the performance of its obligations arising under this Agreement shall be deemed employees, contractors or subcontractors of the Company or any Permitted Occupant (as and if applicable) and shall not be considered employees, agents, or subcontractors of the County for any purpose whatsoever. The Company and any Permitted Occupant shall be solely responsible for the compensation of its respective personnel.

(f) The Company has delivered, unless exempted under applicable law, the Certificate of Interested Parties Form 1295 ("***Form 1295***") and certification of filing generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent, prior to the execution of this Agreement by the County and the Company. The Company and the County understand that none of the County or the County's representatives or consultants have the ability to verify the information included in Form 1295, and none of the County or the County's representatives or consultants have an obligation, nor have undertaken any responsibility, for advising the Company with respect to the proper completion of Form 1295 other than, with respect to the County, providing the identification numbers required for the completion of Form 1295.

(g) The Company makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (collectively, the ***"Covered Verifications"***), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Company within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

i. The Company represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended.

ii. The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Texas Government Code, as amended.

iii. The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Texas Government Code, as amended.

iv. The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Texas Government Code, as amended.

VIII. INDEMNIFICATION

8.01. General Indemnification. THE COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE COURT, AND ANY OTHER OFFICIAL, EMPLOYEE, AGENT, ATTORNEY, OR REPRESENTATIVE OF ANY OF THE FOREGOING (TOGETHER, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY A THIRD PARTY, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH, AND PROPERTY

DAMAGE, MADE UPON ANY INDEMNIFIED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE COMPANY'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE COMPANY, A PERMITTED OCCUPANT OR ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR OF THE COMPANY OR A PERMITTED OCCUPANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES, WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. IF A COURT OF COMPETENT JURISDICTION FINDS THE COMPANY AND AN INDEMNIFIED PARTY JOINTLY LIABLE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, THEN LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY SUCH INDEMNIFIED PARTY UNDER APPLICABLE TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES HERETO UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE COMPANY SHALL IMMEDIATELY ADVISE THE COURT, IN WRITING, OF ANY CLAIM OR DEMAND AGAINST THE COMPANY OR A PERMITTED OCCUPANT OR AN INDEMNIFIED PARTY, TO THE EXTENT AND WHEN KNOWN TO THE COMPANY OR THE PERMITTED OCCUPANT, RELATED TO OR ARISING OUT OF THE COMPANY'S OR THE PERMITTED OCCUPANT'S ACTIVITIES UNDER THIS AGREEMENT.

8.02. Additional Indemnity. In addition to the indemnification provided in Section 8.01 above, the Company shall contractually require any Permitted Occupant and the prime contractors of the Company and any Permitted Occupant working on the Project to indemnify each Indemnified Party from and against any and all claims, losses, damages, causes of action, suits and liabilities arising out of their actions related to the performance of this Agreement, utilizing (in its entirety) the same indemnification language contained herein.

IX. MISCELLANEOUS PROVISIONS

9.01. Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

9.02. Entire Agreement; Parties in Interest. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein. No person, other than a Party, shall acquire or have any right hereunder or by virtue hereof.

9.03. Recordation. A copy of this Agreement will be recorded in the Official Public Records of the County by the Company.

9.04. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. This Agreement is performable in the County. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction located in the County. Notwithstanding the foregoing, the Parties hereto agree that any dispute that may arise under this Agreement shall first be submitted to non-binding mediation, or to alternative dispute resolution proceedings, before litigation is filed in court.

9.05. Termination or Amendment by Agreement. Except upon exercise of remedies pursuant to Section 6.03, this Agreement may only be terminated prior to the Termination Date or its terms amended by mutual written consent of the Parties.

9.06. No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other Party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the Party waiving such condition, right, or obligation. The failure of either Party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

9.07. No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

9.08. No Personal Liability. None of the members of the Court, nor any officer, agent, or employee of the County, shall be charged personally by the Company with any liability, or be held liable to the Company under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

9.09. Severability. In the event any clause or provision of this Agreement is adjudged to be invalid or unenforceable, that clause or provision shall be severable and shall not invalidate the remainder of the Agreement, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

9.10. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

9.11. Force Majeure Event. If the performance of any obligations hereunder (other than timely payment of property taxes that are not abated) are delayed by reason of a Force Majeure Event, the Party so obligated shall be excused from such obligation during such period so that the period applicable to performance shall be extended for a period of time equal to the period the

Force Majeure Event continued, but in all cases only to the extent that the Party claiming Force Majeure did not cause the Force Majeure Event and such Party uses commercially reasonable efforts to minimize the impact of the delays.

[*Signatures follow.*]

IN WITNESS HEREOF, the Parties hereto have caused this instrument to be duly executed this day 30th of December, 2024.

MEDINA COUNTY, TEXAS

By: ______________________
County Judge

Rowan Land Resources LLC

By: ______________________
Name: ______________________
Title: ______________________

STATE OF TEXAS §
§
COUNTY OF MEDINA §

The foregoing instrument was acknowledged before me this December 30, 2024, by Keith Lutz, as County Judge.

[SEAL]

JENNIFER A ADLONG
Notary ID #11543001
My Commission Expires
April 27, 2027

NOTARY PUBLIC
STATE OF TEXAS

____
Notary Public
Commission Expires: 04-27-27

IN WITNESS HEREOF, the Parties hereto have caused this instrument to be duly executed this day 30th of December, 2024.

MEDINA COUNTY, TEXAS

By: ______________________________
County Judge

Rowan Land Resources LLC

By: ______________________________
Name: MARTIN ROMO
Title: AUTHORIZED SIGNATORY

See Attached CA Certificate
Acknowledgement
Jurat

STATE OF TEXAS §
§
COUNTY OF MEDINA §

The foregoing instrument was acknowledged before me this ________________, 2024, by ______________________________, as ______________________.

[SEAL]

____
Notary Public
Commission Expires: ____________

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On December 19, 2024 before me, Savio D'Souza, Notary Public
(insert name and title of the officer)

personally appeared Martin Romo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SAVIO D'SOUZA
COMM. # 2482068
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
MY COMM. EXP. MAR. 15, 2028

Signature ______________________ **(Seal)**

SCHEDULE I

INDEX TO EXHIBITS

EXHIBIT A

REINVESTMENT ZONE PROPERTY DESCRIPTION
(+/- 440 Acres)

ROWAN GREEN DATA
CINCO DATA CENTER

SAM Job No. 1021066540
SHEET 1 OF 6

EXHIBIT "A"

83.124 ACRES OR 3,620,903 SQUARE FEET

BEING A TRACT OF LAND LOCATED IN THE MRS. MARY DENSON SURVEY, SECTION NO. 449, ABSTRACT NO. 1444, AND BEING A CALLED 83.05 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO F & H FARMS, LLC., A LIMITED LIABLITY COMPANY, RECORDED IN DOCUMENT NO. 2019009041, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS (O.P.R.M.C.TX.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:|

BEGINNING AT A 4" X 4" WOOD BLOCK FOUND AT THE NORTHERNMOST NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING A NORTHWEST CORNER OF A CALLED 359.91 ACRE TRACT OF LAND DESCRIBED IN A DEED TO FRIO TURF FARMS, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN INSTRUMENT NO. 2015000428, O.P.R.M.C.TX., AND ON THE SOUTH LINE OF A CALLED 4.816 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HEATHER ANNE GARCIA, RECORDED IN DOCUMENT NO. 2016001883, O.P.R.M.C.TX., FOR THE NORTHEAST CORNER AND **POINT OF BEGINNING**, HAVING GRID COORDINATES N= 13,629,358.55, E= 2,018,824.55, FROM WHICH A FENCE CORNER POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 4.816 ACRE TRACT, BEARS SOUTH 89°56'16" EAST, A DISTANCE OF 698.76 FEET;

THENCE, WITH THE EAST LINE OF SAID 83.05 ACRE TRACT AND THE WEST LINE OF SAID 359.91 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 00°01'44" EAST, A DISTANCE OF 1,250.22 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF SAID 359.91 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,

2) SOUTH 89°54'18" EAST, A DISTANCE OF 496.41 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT A NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, FOR A NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, AND

3) SOUTH 00°02'06" EAST, A DISTANCE OF 1,845.66 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 359.91 ACRE TRACT, ON THE NORTH LINE OF A CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO FRIO NEWLINE, LP, A DELAWARE LIMITED PARTNERSHIP, RECORDED IN VOLUME 568, PAGE 667, O.P.R.M.C.TX., FOR THE SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 5/8" IRON ROD WITH A CAP STAMPED "RPLS 5458" FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 1.926 ACRE TRACT OF LAND DESCRIBED IN A DEED TO KOCH GATHERING SYSTEMS, INC., RECORDED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., AND THE NORTHWEST CORNER OF A CALLED 40.6 ACRE TRACT OF LAND DESCRIBED IN A DEED TO KOCH GATHERING SYSTEMS, INC., RECORDED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., BEARS SOUTH 89°48'44" EAST, A DISTANCE OF 751.36 FEET;

THENCE NORTH 89°55'58" WEST, WITH THE SOUTH LINE OF SAID 83.05 ACRE TRACT, THE NORTH LINE OF SAID 10.00 ACRE TRACT, AND THE NORTH LINE OF A CALLED 45.630 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ERNESTO BLANCO AND MARIA BLANCO, RECORDED IN VOLUME 94, PAGE 214, O.P.R.M.C.TX., AT 63.38 FEET PASSING A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 10.00 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 45.630 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 1,191.94 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT A SOUTHWEST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 1.48 ACRE TRACT OF LAND DESCRIBED IN A DEED TO AEP TEXAS CENTRAL COMPANY FORMERLY KNOWN AS CENTRAL POWER & LIGHT COMPANY, RECORDED IN VOLUME 87, PAGE 444, DEED RECORDS OF MEDINA COUNTY, TEXAS (D.R.M.C.TX.), ON THE NORTH LINE OF SAID 45.630 ACRE TRACT, FOR A SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE, WITH THE SOUTH LINE OF SAID 83.05 ACRE TRACT AND THE EAST, NORTH AND WEST LINES OF SAID 1.48 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) NORTH 00°11'19" WEST, A DISTANCE OF 208.32 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 1.48 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,

2) NORTH 89°59'15" WEST, A DISTANCE OF 208.55 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, SAME BEING A NORTHWEST CORNER OF SAID 1.48 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,

3) SOUTH 00°14'04" WEST, A DISTANCE OF 178.49 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT A SOUTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 1.48 ACRE TRACT, FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, AND

4) SOUTH 89°56'52" WEST, AT 699.66 FEET PASSING A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 703.49 FEET TO Am CALCULATED POINT AT THE SOUTHWEST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE WESTERNMOST NORTHWEST CORNER OF SAID 1.48 ACRE TRACT, ON THE EAST MARGIN OF NATALIA CANAL, FOR THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE, WITH THE WEST LINE OF SAID 83.05 ACRE TRACT AND THE EAST MARGIN OF NATALIA CANAL, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1) WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 213.44 FEET, A CENTRAL ANGLE OF 25°42'49", AN ARC LENGTH OF 95.79 FEET, AND A CHORD WHICH BEARS NORTH 13°04'15" EAST, A DISTANCE OF 94.99 FEET TO A CALCULATED POINT,

2) NORTH 00°12'50" EAST, A DISTANCE OF 235.54 FEET TO A CALCULATED POINT,

3) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 119.02 FEET, A CENTRAL ANGLE OF 44°26'00", AN ARC LENGTH OF 92.30 FEET, AND A CHORD WHICH BEARS NORTH 22°25'50" EAST, A DISTANCE OF 90.00 FEET TO A CALCULATED POINT,

4) NORTH 44°38'50" EAST, A DISTANCE OF 229.74 FEET TO A CALCULATED POINT,

5) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 178.73 FEET, A CENTRAL ANGLE OF 33°00'00", AN ARC LENGTH OF 102.94 FEET, AND A CHORD WHICH BEARS NORTH 61°08'50" EAST, A DISTANCE OF 101.53 FEET TO A CALCULATED POINT,

6) NORTH 77°38'50" EAST, A DISTANCE OF 139.82 FEET TO A CALCULATED POINT,

7) WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 239.04 FEET, A CENTRAL ANGLE OF 86°30'00", AN ARC LENGTH OF 360.88 FEET, AND A CHORD WHICH BEARS NORTH 34°23'50" EAST, A DISTANCE OF 327.57 FEET TO A CALCULATED POINT,

8) NORTH 08°51'10" WEST, A DISTANCE OF 584.10 FEET TO A CALCULATED POINT,

9) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 119.02 FEET, A CENTRAL ANGLE OF47°34'00", AN ARC LENGTH OF 98.81 FEET, AND A CHORD WHICH BEARS NORTH 14°55'50" EAST, A DISTANCE OF 96.00 FEET TO A CALCULATED POINT,

10) NORTH 38°42'50" EAST, A DISTANCE OF 1,019.87 FEET TO A CALCULATED POINT,

EXHIBIT "A"

11) WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 299.01 FEET, A CENTRAL ANGLE OF 52°43'05", AN ARC LENGTH OF 275.12 FEET, AND A CHORD WHICH BEARS NORTH 12°19'50" EAST, A DISTANCE OF 265.51 FEET TO A CALCULATED POINT,

12) NORTH 14°01'42" WEST, A DISTANCE OF 51.09 FEET TO A CALCULATED POINT,

13) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 83.14 FEET, A CENTRAL ANGLE OF 63°22'47", AN ARC LENGTH OF 91.97 FEET, AND A CHORD WHICH BEARS NORTH 17°36'18" EAST, A DISTANCE OF 87.36 FEET TO A CALCULATED POINT, AND

14) NORTH 49°16'50" EAST, A DISTANCE OF 435.76 FEET TO A CALCULATED POINT AT THE NORTHWEST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 4.816 ACRE TRACT, FOR THE NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE, SOUTH 89°56'16" EAST, WITH THE NORTH LINE OF SAID 83.05 ACRE TRACT AND THE SOUTH LINE OF SAID 4.816 ACRE TRACT, A DISTANCE OF 3.35 FEET TO THE **POINT OF BEGINNING** OF THE TRACT DESCRIBED HEREIN, CONTAINING 83.124 ACRES, MORE OR LESS.

NORTH, BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983 (2011), SOUTH CENTRAL ZONE (4204). DISTANCES SHOWN ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.9998336796.

PLAT OF EVEN DATE ACCOMPANIES, AND IS CONSIDERD AN INTEGRAL PART OF THIS DESCRIPTION.

11/03/2022

STATE OF TEXAS
REGISTERED
RIZK H. IKHRAIS
5381
PROFESSIONAL
LAND SURVEYOR

RIZK IKHRAIS
TEXAS PROFESSIONAL LAND SURVEYOR NUMBER 5381
SURVEYING AND MAPPING, LLC.
TEXAS FIRM REGISTRATION NO. 10064300

EXHIBIT "A"

357.24 ACRES OR 15,561,284 SQUARE FEET

BEING A 357.24 ACRE TRACT OF LAND LOCATED IN THE MRS. MARY DENSON SURVEY, SECTION NO. 449, ABSTRACT NO. 1444, AND THE GEORGE RISSMAN SURVEY, SECTION NO. 450-1/2 ABSTRACT NO. 820, AND BEING A PORTION OF A CALLED 359.91 ACRE TRACT OF LAND TO FRIO TURF FARMS, LTD., A TEXAS LIMITED PARTNERSHIP, DESCRIBED IN INSTRUMENT NUMBER 2015000428, OFFICIAL PUBLIC RECORDS, MEDINA COUNTY, TEXAS (O.P.R.M.C.TX.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "ALLEN RPLS 5401" FOUND AT THE NORTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 5.397 ACRE TRACT OF LAND TO JOSE JESUS MEDINA, DESCRIBED IN A DEED RECORDED IN INSTRUMENT NUMBER 2018008885, O.P.R.M.C.TX, AND ON THE WEST MARGIN OF COUNTY ROAD 683, FOR THE **POINT OF BEGINNING** OF THE TRACT DESCRIBED HEREIN; (GRID COORDINATES X: 2,024,015.43', Y: 13,629,626.13');

THENCE SOUTH 11°20'42" EAST, WITH THE EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST MARGIN OF COUNTY ROAD 683, A DISTANCE OF 618.41 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 3-INCH STEEL FENCE POST FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 3.94 ACRE TRACT OF LAND TO JASON SHIPMAN AND MEGAN SHIPMAN, HUSBAND AND WIFE, DESCRIBED IN INSTRUMENT NUMBER 2015003247, O.P.R.M.C.TX., AND ON THE WEST MARGIN OF COUNTY ROAD 683, BEARS SOUTH 11°20'42" EAST, A DISTANCE OF 268.55 FEET;

THENCE OVER AND ACROSS SAID 359.91 ACRE TRACT, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) NORTH 61°01'17" WEST, A DISTANCE OF 28.66 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,

2) SOUTH 75°57'36" WEST, A DISTANCE OF 111.08 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,

3) SOUTH 70°32'22" WEST, A DISTANCE OF 97.06 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,

4) SOUTH 60°01'26" WEST, A DISTANCE OF 46.69 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,

5) SOUTH 36°47'46" WEST, A DISTANCE OF 48.20 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,

6) SOUTH 17°28'30" WEST, A DISTANCE OF 48.92 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,

7) SOUTH 09°33'46" WEST, A DISTANCE OF 128.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN, AND

8) NORTH 87°22'52" EAST, A DISTANCE OF 36.73 FEET TO A 3-INCH METAL FENCE POST FOUND AT AN EXTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 3.94 ACRE TRACT, FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 3.94 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 24°26'13" WEST, A DISTANCE OF 168.30 FEET TO A FENCE POST FOUND FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN, AND

2) SOUTH 00°14'38" EAST, A DISTANCE OF 276.39 FEET TO A 5/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 3.94 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 1.77 ACRE TRACT OF LAND TO CATHERINE A. CARROLL DESCRIBED IN A DEED RECORDED IN VOLUME 135, PAGE 1118, O.P.R.M.C.TX., FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE WITH THE EAST AND NORTH LINES OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST AND SOUTH LINES OF SAID 1.77 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 00°10'38" EAST, A DISTANCE OF 173.03 FFEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF SAID 1.77 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,

2) NORTH 88°59'38" EAST, A DISTANCE OF 116.88 FEET TO A 3-INCH STEEL FENCE POST FOUND AT A NORTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 1.77 ACRE TRACT, FOR A NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, AND

3) SOUTH 00°08'09" EAST, A DISTANCE OF 41.73 FEET TO A 10-INCH WOODEN FENCE POST FOUND AT THE SOUTHWEST CORNER OF SAID 1.77 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 4.852 ACRE TRACT OF LAND TO ALAN RAY GUIDRY, DESCRIBED IN VOLUME 596, PAGE 256, O.P.R.M.C.TX., FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 04°58'03" WEST, WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 4.852 ACRE TRACT AND THE WEST LINE OF A CALLED 4.714 ACRE TRACT OF LAND TO GAYLE JEAN GUIDRY, DESCRIBED IN VOLUME 596, PAGE 258, O.P.R.M.C.TX., A DISTANCE OF 1,018.41 FEET TO A 5-INCH WOOD FENCE POST FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 4.714 ACRE TRACT, AND ON THE NORTH MARGIN OF THE UNION PACIFIC RAILROAD, FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "RPLS 5401" FOUND AT THE SOUTHEAST CORNER OF SAID 4.714 ACRE TRACT, SAME BEING ON THE NORTH MARGIN OF THE UNION PACIFIC RAILROAD, BEARS NORTH 62°48'29" EAST, A DISTANCE OF 432.01 FEET, AND NORTH 61°05'46" EAST, A DISTANCE OF 291.45 FEET;

THENCE SOUTH 59°01'48" WEST, WITH THE SOUTHEAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHWEEST MARGIN OF UNION PACIFIC RAILROAD, A DISTANCE OF 2490.48 FEET TO A FENCE POST FOUND AT A SOUTH CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE EAST CORNER OF A CALLED 8.00 ACRE TRACT OF LAND TO PAUL NEAL AND STACY NEAL CONVEYED IN VOLUME 828, PAGE 1112, O.P.R.M.C.TX., AND DESCRIBED IN VOLUME 515, PAGE 682, DEED RECORDS, MEDINA COUNTY, TEXAS (D.R.M.C.TX.), AND ON THE NORTH MARGIN OF UNION PACIFIC RAILROAD, FOR A SOUTH CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 41°16'10" WEST, WITH A SOUTHWEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHEAST LINE OF SAID 8.00 ACRE TRACT, AND THE NORTHEAST LINE OF A CALLED 40.6 ACRE TRACT OF LAND TO KOCH GATHERING SYSTEMS, INC., DESCRIBED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., A DISTANCE OF 1,140.84 FEET TO A FENCE POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTH CORNER OF SAID 40.6 ACRE TRACT, AND THE EAST CORNER OF A CALLED 1.926 ACRE TRACT OF LAND TO KOCH GATHERING SYSTEMS, INC., DESCRIBED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE SOUTH 76°35'11" WEST, WITH A SOUTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 1.926 ACRE TRACT, A DISTANCE OF 867.19 FEET, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 1.926 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 00°03'27" WEST, WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 1.926 ACRE TRACT, A DISTANCE OF 199.15 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 5458" FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 1.926 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 40.6 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 10.00 ACRE TRACT OF LAND TO FRIO NEWLINE, LP, A DELAWARE LIMITED PARTNERSHIP, ACTING THROUGH FN GP, LLC, ITS GENERAL PARTNER, DESCRIBED IN VOLUME 568, PAGE 667, O.P.R.M.C.TX., FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°48'44" WEST, WITH A SOUTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 10.00 ACRE TRACT, A DISTANCE OF 751.37 FEET TO A 3-1/2-INCH ROUND CONCRETE MONUMENT WITH A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 83.05 ACRE TRACT OF LAND TO F&H FARMS, LLC, A TEXAS LIMITED LIABILITY COMPANY, DESCRIBED IN INTSTRUMENT NUMBER 2019009041, O.P.R.M.C.TX., ON THE NORTH LINE OF SAID 10.00 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 00°02'06" WEST, WITH THE WEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 83.05 ACRE TRACT, A DISTANCE OF 1,845.66 FEET TO A 3-1/2-INCH ROUND CONCRETE MONUMENT WITH A 1/2-INCH IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°54'18" WEST, WITH A SOUTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING A NORTH LINE OF SAID 83.05 ACRE TRACT, A DISTANCE OF 496.41 FEET TO A 3-1/2-INCH ROUND CONCRETE MONUMENT WITH A 1/2-INCH IRON ROD FOUND AT AN EXTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, FOR AN EXTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 00°01'44" WEST, WITH A WEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING AN EAST LINE OF SAID 83.05 ACRE TRACT, A DISTANCE OF 1,250.22 FEET TO A 4-INCH BY 4-INCH WOODEN BLOCK FOUND AT A NORTHWEST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, AND ON THE SOUTH LINE OF A CALLED 4.816 ACRE TRACT OF LAND TO HEATHER ANNE GARCIA, DESCRIBED IN INSTRUMENT NUMBER 2016001883, O.P.R.M.C.TX., FOR A NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 89°56'16" EAST, WITH A NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 4.816 ACRE TRACT, A DISTANCE OF 698.78 FEET TO A FENCE CORNER POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 4.816 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 00°02'27" WEST, WITH A WEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 4.816 ACRE TRACT, A DISTANCE OF 499.57 FEET TO A FENCE CORNER POST FOUND AT A NORTHWEST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF A CALLED 22.956 ACRE TRACT OF LAND TO DAVID GEORGE GARCIA, DESCRIBED IN VOLUME 483, PAGE 727, O.P.R.M.C.TX., ON THE EAST LINE OF SAID 4.816 ACRE TRACT, FOR A NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°50'06" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 22.956 ACRE TRACT, A DISTANCE OF 1390.15 FEET TO A FENCE CORNER POST FOUND AT AN EXTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 22.956 ACRE TRACT, FOR AN EXTERIOR ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 00°30'20" EAST, WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING A WEST LINE OF SAID 22.956 ACRE TRACT, DISTANCE OF 241.28 FEET TO A FENCE CORNER POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN EXTERIOR CORNER OF SAID 22.956 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE NORTH 89°49'24" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 22.956 ACRE TRACT AND THE SOUTH LINE OF A CALLED 5.338 ACRE TRACT OF LAND (TRACT 1) TO ROBERT S. MARTINEZ, DESCRIBED IN VOLUME 517, PAGE 694, O.P.R.M.C.TX., A DISTANCE OF 1,064.41 FEET TO A 5/8-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 5.338 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF LOT 8 OF THE STAR CROSSING SUBDIVISION, DESCRIBED IN VOLUME 10, PAGE 29, PLAT RECORDS, MEDINA COUNTY, TEXAS (P.R.M.C.TX.), FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 89°39'45" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 292.23 FEET TO A 5/8" IRON ROD WITH CAP FOUND AT THE SOUTHEAST CORNER OF SAID LOT 8, SAME BEING THE SOUTHWEST CORNER OF LOT 9 OF SAID STAR CROSSING SUBDIVISION, FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 89°40'03" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 244.43 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ALLEN RPLS 5401" FOUND AT THE SOUTHEAST CORNER OF SAID LOT 9, SAME BEING THE SOUTHWEST CORNER OF A CALLED 1.990 ACRE TRACT OF LAND TO MELINDA SUE CARROLL-CONOVER, DESRIBED IN INSTRUMENT NUMBER 2011000343, O.P.R.M.C.TX., FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°41'05" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 1.990 ACRE TRACT, A DISTANCE OF 179.88 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ALLEN RPLS 5401" FOUND AT THE SOUTHEAST CORNER OF SAID 1.990 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID CALLED 5.397 ACRE TRACT FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°47'09" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 5.397 ACRE TRACT, A DISTANCE OF 1,320.13 FEET TO THE **POINT OF BEGINNING** OF THE TRACT DESCRIBED HEREIN, CONTAINING 357.24 ACRES OF LAND, MORE OR LESS.

NORTH, BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE SURFACE VALUES DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983 (2011), SOUTH CENTRAL ZONE (4204). DISTANCES SHOWN ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.9998336796.

PLAT OF EVEN DATE ACCOMPANIES, AND IS CONSIDERED AN INTEGRAL PART OF THIS DESCRIPTION.

11/01/2022

STATE OF TEXAS
REGISTERED
RIZK H. IKHRAIS
5381
PROFESSIONAL
LAND SURVEYOR

RIZK IKHRAIS
TEXAS PROFESSIONAL LAND SURVEYOR NUMBER 5381
SURVEYING AND MAPPING, LLC.
TEXAS FIRM REGISTRATION NO. 10064300

EXHIBIT B

FORM OF PERSONAL PROPERTY PHASE CERTIFICATE

Rowan Land Resources LLC (the "Owner") or [a Permitted Occupant] hereby request the creation of Personal Property Phase [1, 2, 3, or 4]:
Initials

1. This request is submitted on or before April 15 of (choose one):

____ The first calendar year after Real Property Phase 1 Abatement began;
____ The fourth calendar year after Real Property Phase 1 Abatement began;
____ The sixth calendar year after Real Property Phase 1 Abatement began; or
____ The eighth calendar year after Real Property Phase 1 Abatement began.

2. Attached hereto is a duly completed and signed Rendition of the personal property located within Medina County and used at the Data Center as of January 1 of this year that is owned by the undersigned (the "Phase 1 Personal Property"). Such Rendition utilizes Texas Comptroller Form 50-144.

3. The undersigned hereby requests that the Phase 1 Personal Property be granted a property account and that the Abatement be applied to such Personal Property pursuant to the terms of the Chapter 312 Agreement entered into by and between Medina County and Owner on ____________, 2024.

4) All other terms and conditions of this Agreement have been complied with;

5) The undersigned agrees that the Personal Property Rendered herewith may not be included in any other Personal Property Phase Request and may not receive Abatement more than 10 years.

Signed on behalf of the ____day of ______________ 20___.

Rowan Land Resources, LLC

By: ____________________________ ____________________________
Signature Position/Title

[Permitted Occupant(s)]

By: ____________________________ ____________________________
Signature Position/Title

EXHIBIT C

FORM OF REAL PROPERTY PHASE CERTIFICATE

- Projected Construction Commencement Date
- Planned Construction Duration
- Estimated Construction Completion Date
- Number of Buildings
- Scope of Phase (attach site plan, layout, or survey) indicating Buildings (number and location) and other improvements and landscaping; indicate location of infrastructure (water, wastewater, electricity, drainage); should allow the reasonable and objective demarcation and segregation of the Property and Personal Property included within such Phase from each other Phase on the Property.
- List of necessary permits and approvals and copies thereof, as well as plans and specifications supporting issuance of permits and approvals
- Identification of general contractor(s)
- Building layout and survey of each such Phase

Rowan Land Resources, LLC

By: ______________________________ ______________________________

Signature Position/Title

[Permitted Occupant(s)]

By: ______________________________ ______________________________

Signature Position/Title

EXHIBIT D

FORM OF CONSTRUCTION COMMENCEMENT CERTIFICATE

Rowan Land Resources LLC (the "Company") and [Permitted Occupants] hereby certify that:

1) Construction of the Improvements for Real Property Phase ___ has commenced;

2) all terms and conditions of this Agreement applicable to date have been complied with;

3) a projected building layout and Phase survey allowing the reasonable and objective demarcation and segregation of the Property and Improvements to be included within such Phase from each other Phase on the Property is attached hereto.

Signed on behalf of the ____ day of _____________, 20___.

Rowan Land Resources, LLC

By: ____________________________ ____________________________

Signature Position/Title

[Permitted Occupant(s)]

By: ____________________________ ____________________________

Signature Position/Title

EXHIBIT E

FORM OF CONSTRUCTION COMPLETION CERTIFICATE

Rowan Land Resources LLC (the "Company") and [Permitted Occupants] hereby certify that:

Initials

1) the facilities for Phase ___ have been completed and all facilities and improvements have been constructed or acquired by Company pursuant to said Agreement with a total investment of $______________________,

2) all other terms and conditions of this Agreement have been complied with;

3) a building layout and phase survey allowing the reasonable and objective demarcation and segregation of the Property and Personal Property included within such Phase from each other Phase on the Property is attached hereto.

Signed on behalf of the ____ day of _____________, 20___.

Rowan Land Resources, LLC

By: ____________________________ ____________________________

Signature Position/Title

[Permitted Occupant(s)]

By: ____________________________ ____________________________

Signature Position/Title

EXHIBIT F

FORM OF JOINDER AGREEMENT

JOINDER TO MEDINA COUNTY TAX INCENTIVE AGREEMENT

This JOINDER TO MEDINA COUNTY TAX INCENTIVE AGREEMENT (this "*Agreement*") is executed this ___ day of _________________, 202___ (the "*Effective Date"*), by and between Rowan Land Resources LLC, a Delaware limited liability company ("*Company*") and _____________, a __________ ("*Permitted Occupant"*).

<u>RECITALS:</u>

A. Company is developing a Data Center (as defined in the Tax Agreement) in Medina County, Texas and is a party to the Chapter 312 Agreement between Medina County and the Company dated _________ __, 2024 (the "***Tax Agreement***").

B. Permitted Occupant is [leasing / operating] portions of the Data Center.

C. Permitted Occupant desires to become obligated to and to be bound by the terms of the Tax Agreement and to be eligible to receive or "Abatements" as those terms are defined in the Tax Agreement with respect to property it owns at the Data Center.

<u>AGREEMENT</u>

For good and valuable consideration, the receipt and sufficiency of such is hereby acknowledged, the parties hereto do hereby agree as follows:

1. <u>Joinder to Tax Agreement</u>. Permitted Occupant does hereby join and agree to be bound by the terms of the Tax Agreement for all purposes and without limitation or exception. Company and Permitted Occupant shall cooperate with respect to all of the performance obligations that are applicable to Company or Permitted Occupant, respectively, under the Tax Agreement.

2. <u>Specific Commitments By Permitted Occupant</u>. Permitted Occupant agrees that [(a) on or before __________ ___, 202_, it shall [take the following actions with respect to the] jobs required by Article III of the Tax Agreement and/or (b) on or before __________ __, 202_ [take the following actions with respect to the] required minimum investment required by Article III of the Tax Agreement, and Permitted Occupant shall accurately prepare, document, and deliver all reports required under the Tax Agreement with respect to such obligations.]

3. <u>Incentives</u>. Permitted Occupant shall be entitled to receive an allocable portion of the Abatements authorized by Medina County (the "County") subject to the terms Tax Agreement with respect to property owned by Permitted Occupant that is located at the Data Center.

4. Mutual Indemnification. Company and Permitted Occupant hereby each agree to indemnify, defend and hold harmless the other, and each of their respective affiliates, equity owners, directors, stockholders, employees, agents, advisors, consultants, and successors and assigns from and against any and all losses, damages, liabilities, claims, judgments, liens, penalties, costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees (collectively, *"**Losses**"*), sustained or incurred by said injured party arising from the injuring party's breach of the Tax Agreement. The provisions contained in this Section shall apply to the fullest extent permitted by law and shall survive the termination of this Agreement.

5. Assignment. Permitted Occupant acknowledges and agrees that its rights and obligations under this Agreement are not assignable (other than assignments to Company Affiliates as defined in the Agreement or collateral assignments) without the prior written consent of Company and the County, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the assignment limitation in the prior sentence, Permitted Occupant's rights and obligations under this Agreement may be collaterally assigned and/or pledged or otherwise encumbered, as applicable, by Permitted Occupant for the benefit of its creditors without the prior written consent of Company.

6. Notices. All notices to either party hereto shall be in writing and served personally on, or sent by first class U. S. Mail, postage-prepaid, to the addresses below as follows:

Company:

Permitted Occupant:

7. Successors and Assigns. This Agreement and the covenants contained therein shall inure to the benefit of and be binding on the respective heirs, successors, assigns, agents, contractors, and personal representatives of the parties to this Agreement.

8. Certifications.

(a) The Permitted Occupant makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (collectively, the *"**Covered Verifications**"*), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Permitted Occupant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

i. The Permitted Occupant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended.

ii. The Permitted Occupant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Texas Government Code, as amended.

iii. The Permitted Occupant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Texas Government Code, as amended.

iv. The Permitted Occupant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Texas Government Code, as amended.

9. <u>Miscellaneous.</u> This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without regard to principles of conflict of laws, which if applied, might require the application of the laws of another jurisdiction. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

[Signature page follows]

ROWAN LAND RESOURCES LLC

By:____
Name: _________________________
Title: __________________________
Address for Notices: _________________________
____
____

[PERMITTED OCCUPANT]

By: _____________________________________
Name: _________________________
Title: __________________________
Address for Notices: _________________________
____
____

EXHIBIT G
FORM OF ANNUAL COMPLIANCE CERTIFICATE

To be filed annually with the County on or before April 30 of each year to which an Abatement applies

EMPLOYMENT REPORT

Date:

Company:

Effective Date of Agreement:

Number	Employer	Redacted Employee No. (last three digits)	Start Date	Full Time (yes/no)
1				
2				
3				
4				
5				
6				
7				
8				
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38				
39				
40				

Wage of the lowest paid employee $__________ included in the 40 employees required by the Agreement.

Company and/or permitted affiliates ("Company") certify as follows:

1) the Project Improvements have been completed, constructed, or installed pursuant to the Agreement;

2) all ad valorem taxes not abated by the Agreement have been timely paid by Company;

3) Company is in compliance with the Minimum Jobs Requirement for such year; and

4) all other terms and conditions of this Agreement have been complied with.

OR

The Company hereby certifies that:

The Company is not in compliance with the Agreement because Company does not meet the following requirements for the current year (list all that apply):

Executed on the _____ day of _______________________, ________
Printed Name:_____________________________________
Title: _____________________________________
Signature: __________________________________

EXHIBIT H
PUBLIC ACCESS ROAD DESCRIPTION

Final Site Plan to be attached upon approval by the County.

EXHIBIT I
FORM OF COMMUNITY ENGAGEMENT AGREEMENT

Rowan is committed to being a responsible, responsive and community-oriented partner to the residents of Medina County. Our top priority is to collaborate with Medina County, the City of Lytle, and other key partners in the community to build a high-value, low-impact facility that will benefit the entire region. Rowan plans to build our project with community feedback in mind and will continue to seek out their perspective throughout the development process.

To this end, Rowan will embark on a multipronged approach to community engagement:

Key Stakeholder Engagement Meetings: Rowan will work with Medina County Economic Development (GoMedina), the City of Lytle, and the greater:SATX Regional Economic Partnership, to develop a list of key stakeholders to engage with directly. Rowan will set up meetings with these organizations and key individuals to have direct conversations with, where key details of the project will be provided. This engagement will provide an opportunity for stakeholders to have direct contact with the development team, seek answers to questions, and provide input for the project.

Project Website: Rowan will develop and host a Project Cinco website that will provide key project details, timelines, frequently asked questions (FAQ), and host other key project events and communications. In an effort to provide direct access to the development team, the project website will include a webpage wherein members of the public will be able to reach out to the project team with questions, concerns, comments and suggestions. The site will also host a dynamic project FAQ section that will provide responses to frequently asked questions about the project.

Community Open House: Rowan will host a community open house of no less than three hours, free to attend by any member of the public. An invitation to the open house will be advertised in the local newspaper, sent to key stakeholders, provided to GoMedina and the City of Lytle for distribution through their own channels, and mailed via the U.S. Postal Service to all properties within a one-mile radius of the project site. To ensure the most participatory approach for this type of engagement, Rowan will host the event as a series of information stations that speak to various elements of the project's development proposal (e.g. environmental stewardship, responsible design & construction, community benefits, etc.), with pertinent Rowan subject matter experts staffing each station to engage directly with open house attendees.

Rowan shall deliver to the County a duly completed Community Engagement Certificate prior to any Form of Construction Commencement Certificate being submitted.

EXHIBIT I (CONT.)

COMMUNITY ENGAGEMENT CERTIFICATE

Rowan has completed the community focused activities as agreed to in the Community Engagement Agreement.

Rowan Land Resources LLC (the “Rowan”) hereby certifies that:

1) Rowan engaged with members of the community to discuss Rowan, the Project and responded to concerns the community shared.

2) Rowan created a Project-specific website that included a description of the project and provided a section for frequently asked questions related to the Project, and a method for the public to contact the development team directly.

3) Rowan hosted an open house specific to the Project which included an open invite to members of the local community.

Signed on behalf of the ____day of _____________ 20___.

Rowan Land Resources, LLC

By: ____________________________ ____________________________
Signature Position/Title

EXHIBIT J

Certification Regarding the Employment of Undocumented Workers

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) The business receiving any public subsidies provides pursuant to this Agreement, or a branch, division, or department of the business, does not and will not knowingly employ undocumented workers. For purposes of this Certification, "**Public Subsidies**" means grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax Abatements. For purposes of this Certification, "**undocumented worker**" means an individual who, at the time of employment, is not:

(A) lawfully admitted for permanent residence to the United States; or

(B) authorized to work in the United States under the federal Immigration and Nationality Act or by the Department of Homeland Security .

(2) If, after receiving the Public Subsidies provide herein, the business entity or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. to be Section 1324a(f), the business shall repay the amount of the Public Subsidy with interest to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty, according to the terms provided by this Agreement under V.T.C.A. Government Code § 2264.053, not later than the 120th day after the date the County notifies the business of the violation.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by V.T.C.A. Government Code § 2264.

ROWAN LAND RESOURCES LLC

By: ________________________________

____
(Type name and title)

The Baldwin Group

July 29, 2025

Mr. Dan McNary
Rowan Digital
1800 Wazee Street, Suite 300
Denver, CO 80202

Re: Bond GM247171
Obligee: Medina County, TX
Project: Road Use Agreement Bond

Dear Dan:

We are pleased to enclose the bond based on the information Jordan provided. We suggest you review all documents enclosed, including the Bond Form, Power of Attorney, and all attachments. Please verify signatures, dates, amounts, and descriptions are correct prior to executing each bond with the proper signature and seal.

Thank you and please contact our office should you have any questions.

Sincerely,

Viki

Vicki Johnston
Sr. Surety Account Manager
Construction Practice
vicki.johnston@baldwin.com

Medina County, Texas

Surety Bond **Bond No. GM247171**

Effective Date	August 4, 2025
Surety	Great Midwest Insurance Company a corporation existing under the laws of Texas and authorized to do business in the State of Texas. 800 Gessner, Suite 600, Houston, TX 77024
Developer / Principal	Rowan Cinco LLC (f/k/a Rowan Land Resources LLC) 1700 Westlake Avenue N. Suite 200 Seattle, WA 98109 Attention: Chief Legal Officer Email: legal@rowan.digital
County	Medina County, Texas, a political subdivision of the State of Texas.
Bonded Contract	That certain Road Use Agreement between County and Developer effective as of April 28, 2025, which is by reference made a part of this Surety Bond.
Sum	Seventy-Five Thousand and XX/100 ($75,000.00), United States Dollars

1. As of the Effective Date, Developer and Surety are bound jointly and severally to County in the full Sum. This Surety Bond will be deposited with County to guarantee Developer's performance and payment obligations in the Bonded Contract.

2. Developer will complete or cause to be completed its obligations in accordance with the Bonded Contract.

3. If there is no default by County under the Bonded Contract, Surety's obligation under this Surety Bond will arise 15 business days after County provides notice to Developer and Surety that County is considering declaring Developer in default under the Bonded Contract. Surety, Developer or County may, within 5 business days of County's notice in the preceding sentence, request a conference to discuss Developer's performance under the Bonded Contract and a conference between Surety, Developer and County will occur within 5 business days of such request. If Surety, Developer and County agree, Developer will be allowed a reasonable time to perform its remaining obligations under the Bonded Contract without waiving any right by County to declare Developer in default under the Bonded Contract or to exercise its rights under this Surety Bond.

4. This Surety Bond will be governed by the laws of the State of Texas, excluding its conflicts of law provisions. Developer and Surety consent to the venue and jurisdiction of state and federal courts in Medina County, Texas to resolve any disputes arising from this Surety Bond. Any action or claim against Surety or Developer under this Surety Bond will commence within two years of the earlier of the date Developer stops performance under the Bonded Contract and the date Surety fails to perform its obligations under the Surety Bond.

5. The obligations in this Surety Bond will remain in full force and effect until the obligations in the Bonded Contract are complete or the Bonded Contract terminates or expires in accordance with its terms. Developer may request release of this Surety Bond or reduction of the Sum in accordance with the Bonded Contract.

[*Signatures on following page*]

as Developer/Principal

By: [signature]
Name: DANIEL MCNARY
Title: CHIEF DATA CENTER OFFICER

STATE OF Colorado, Denver COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30 day of July, 2025, before me, the subscriber, a Notary Public of the State of Colorado, personally appeared Daniel McNary who is either known to me (or satisfactorily proven) to be the officer of Rowan Cinco LLC (the Developer), and that they executed the same on behalf of Developer for the purposes herein contained.

WITNESS my hand and Notarial Seal.

Sherry D Clark

Notary Public

My Commission Expires: 12/03/2026

SHERRY D CLARK
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20184046221
MY COMMISSION EXPIRES DEC 3, 2026

Great Midwest Insurance Company
as Surety

By: [signature]
Name: Vicki Johnston
Title: Attorney-In-Fact

GREAT MIDWEST INSURANCE COMPANY
CORPORATE SEAL
TEXAS CORPORATION

STATE OF New Jersey, Somerset COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of August, 2025, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Vicki Johnston, who is either known to me (or satisfactorily proven) to be the Attorney-In-Fact of Great Midwest Insurance Company (the Surety), and that they executed the same on behalf of Surety for the purposes herein contained.

WITNESS my hand and Notarial Seal.

Patricia A. Moore

Notary Public: Patricia A. Moore

My Commission Expires: 9/30/2025

PATRICIA A. MOORE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/23/2025

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **Elizabeth Riga, Gregory J. Steele, James D. Friedrichsen, Jane Fedorczyk, Joseph Thomas Charczenko, Kara M. Foulk, Patricia A. Moore, Vicki Johnston, Adam Martin, Mike Grillo, Kyra Galloway**

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 4th Day of August 2025.

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Great Midwest Insurance Company
Statutory Balance Sheet
as of December 31, 2024
(in thousands)

Assets		Liabilities, Capital and Surplus	
Cash & Invested Assets:		**Liabilities:**	
Cash and Short term Investments		Loss and Loss Expense Reserves	$ 135,359
Bonds	248,659	Unearned Premium	67,488
Commons Stocks	520,407	Ceded Reinsurance Premium	31,846
Mortgage Loans	10,615	Amounts withheld by company for account of others	3,843
Other Invested Assets	142,700	Other Liabilities	79,800
Total Cash & Invested Assets	922,381	**Total Liabilities**	318,336
Other Assets:		**Capital and Surplus:**	
Premium Receivables	41,559	Common Stock	4,550
Reinsurance Recoverable	25,299	Gross Paid In & Contributed Capital	677,677
Tax Assets	10,420	Unassigned Funds (Surplus)	28,348
Other Assets	29,252		
Total Other Assets		**Total Capital and Surplus**	710,575
Total Assets	$ 1,028,911	**Total Liabilites, Capital & Surplus**	$ 1,028,911

CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2024.

Signature Mark W Haushill

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 12th day of March 2025.

STATE OF TEXAS
COUNTY OF HARRIS

On this 12th day of March 2025, before me, Christina Bishop, a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

Signature C Bishop
Signature of Notary Public

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

GREAT MIDWEST INSURANCE COMPANY
CORPORATE SEAL
TEXAS CORPORATION