

**CHAPTER 381 AGREEMENT
BETWEEN
MEDINA COUNTY, TEXAS AND MICROSOFT CORPORATION**

This Agreement (this *Agreement*) is entered into by and between Medina County, Texas, a political subdivision of the State of Texas (the *County*), and Microsoft Corporation (the *Company*), pursuant to the Constitution and general laws of the State of Texas including (particularly) Article III, Section 52-a of the Texas Constitution and Chapter 381, as amended, Texas Local Government Code (collectively, the *Act*), and is effective upon the date of its execution (the *Effective Date*). 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 land located in Commissioner Precinct No. 2 of the County, as more particularly described in Exhibit A (the *Property*), that is suitable for development of an enterprise data center and related infrastructure (the *Project*); and

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

WHEREAS, this Agreement is an agreement emanating from and entered into in furtherance of, and the Incentives awarded under, the Economic Development Program established by the Court on November 21, 2019 pursuant to Order No. 2019-11-21; and

WHEREAS, in determining to award the Incentives to the Company, the County hereby finds that the enhancement and improvement of the Property resultant 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 or 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:

Assessed Property means the Property and all real property improvements and personal property thereon subject to ad valorem taxation under applicable Texas law.

Assessed Property Value means the value 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. 2021-06-03-3 adopted by the Court on June 3, 2021, 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.

County Taxes means those annual ad valorem taxes levied upon the Assessed Property Value for all purposes, other than payment of debt service (also known as the interest and sinking fund tax). For the avoidance of doubt, County Taxes specifically exclude interest and sinking fund taxes imposed by the County on all property within the County, including the Assessed Property, for purposes of payment principal of and interest on its outstanding indebtedness.

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.

Economic Development Program means a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the County, as authorized by and in compliance with Article III, Section 52-a of the Texas Constitution and Section 381.004, as amended, Texas Local Government Code, as established by the Court's Order No. 2019-11-21-1 of November 21, 2019 and pursuant to which the Grants are made.

Force Majeure Event means war, act of terrorism, civil commotion, pandemic (excluding the ongoing COVID-19 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.

Incentives means an amount of money, determined on an annual basis, equal to 80% of County revenues derived from its levy of County Taxes on the Assessed Property.

Minimum Salary means an annual salary of \$50,000, adjusted annually on December 31 of each year during the Term (beginning December 31, 2027) on a percentage basis based on movement in the CPI-W from the prior December 31.

State means the State of Texas.

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

Termination Date means December 31, 2038.

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, the Authorizing Order, and the Economic Development Program. 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. Notwithstanding anything to the contrary, this Agreement may be extended by mutual agreement of the Parties.

III. PARTY COMMITMENTS

3.01 General. The Company hereby agrees to locate the Project on the Property. In exchange for such commitment, the County hereby agrees to annually deliver the Incentives to the Company, subject to the Company's continued performance of its obligations arising hereunder.

3.02 Conditions for Continued Receipt of Incentives. To continue to receive the Incentives, the Company shall:

(a) Continuously throughout the Term cause the Property, as improved, to be operated as an enterprise data center;

(b) Commence Project construction within twelve months of the Effective Date;

(c) Invest, minimally, \$400,000,000 in the real and personal property that comprise the Project;

(d) By January 1, 2028, achieve an Assessed Property Value of \$125,000,000 and minimally maintain such Assessed Property Value each year for the duration of the Term; and

(e) By December 31, 2027, and each January 1 thereafter for the duration of the Term, deliver to the County Auditor written certification of the creation and maintenance of at least 20 full-time equivalent employment opportunities attributable to the Project, available within the County, and compensated at a monetary level at least equal to the Minimum Salary. The Company may furnish a report that shows total payroll at the Project and total number of full-time positions annually (but that omits personal information relative to employees).

3.03 Other Ad Valorem Taxes Due and Owning. The granting of the Incentives to the Company pursuant to Article IV hereof shall not impact the amount of all other ad valorem taxes, including the interest and sinking fund tax of the County, imposed by any political subdivision in whose jurisdiction the Property is located, the date by which such taxes are due, or the applicability of any penalties resultant from the delay or failure of their payment.

3.04 Governing Regulations and Construction Standards. Notwithstanding execution of this Agreement, the Company agrees to adhere to all local law and regulation of any entity (whether political subdivision or agency) having jurisdiction over the Project, whether at during construction or after its completion.

3.05 Payment of Costs. Timely payment of Project costs, regardless of their recovery by the Company in the form of Incentives, shall represent the sole and exclusive responsibility of the Company.

3.06 Exclusivity of Financial Incentives. The Company represents to the County that, other than seeking the Incentives 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 of the Agreement, the Company agrees that it will not pursue any such additional financial incentives from any local political subdivision without first receiving consent from the County to do so.

IV. ECONOMIC DEVELOPMENT INCENTIVES

4.01 Generally. The County has determined that 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 economic development incentives as outlined below.

4.02 Incentives. In exchange for the Company's satisfaction of its duties and obligations hereunder, the County hereby grants, conveys, and delivers to the Company the Incentives, at the times, in the amounts, subject to the limitations, and otherwise in accordance with the terms of this Agreement. This grant of the Incentives is made, granted, conveyed, and delivered to the Company pursuant to and in furtherance of the Economic Development Program.

Incentives granted to the Company pursuant to this Section 4.02 shall be realized by the Company by a reduction in its ad valorem tax bill owed to the Medina County Tax Assessor Collector. Accordingly, for all tax years during the Term, the Company's ad valorem tax bill for County Taxes levied against the Assessed Property, calculated on the basis of the Assessed Property Value, shall be reduced by the amount of the Incentives.

V. ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS

Because the Incentives relate to County Taxes, the agreements herein made represent covenants that run with the land and are effective from the Effective Date through the Termination Date. The Company's right to receive Incentives is assignable, but continued receipt of the Incentives is conditioned on compliance with the terms of this Agreement (regardless of who is entitled to receive the Incentives).

VI. DEFAULT AND NOTICE

6.01 Notice and Opportunity to Cure. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) calendar days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) calendar day period, the commencement of the cure within the thirty (30) calendar day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. Notwithstanding the foregoing, the occurrence of a Bankruptcy Event or a failure to timely pay ad valorem taxes due and owing on the Assessed Property shall result in immediate default hereunder without opportunity to cure. For purposes of this Section 6.01, "timely" payment of ad valorem taxes on Assessed Property shall mean any date prior to the date that penalties and interest for non-payment of such ad valorem taxes begins to accrue.

6.02 Enforcement. The Parties may enforce this Agreement by any proceeding at law or equity. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. The Parties agree that monetary damages are not a

sufficient remedy for a default of this Agreement. As a remedy for default, the non-defaulting party shall be entitled to equitable relief, including specific performance of this Agreement, but not monetary damages. In addition to the foregoing, a remedy to each Party for the other's default hereunder, after compliance with Section 6.01 hereof, shall be termination of this Agreement.

6.03 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 their respective best 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 budgetary appropriations for such action by the Court and shall be covered by Article X hereof, as applicable. 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 Incentives, unless otherwise required by a court of competent jurisdiction.

6.04 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
1502 Avenue K, Room 201
Hondo, Texas 78861
Phone: (830) 741-6020
Fax: (830) 741-6025
Email: countyjudge@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:

Microsoft Corporation
Datacenter Incentives Program
One Microsoft Way

Redmond, Washington 98052-6399
Attention: Tami Baddeley and Dave Johnson
tlasky@microsoft.com, davjo@microsoft.com and
dcincent@microsoft.com

with a copy to:

Ryan, LLC
16220 North Scottsdale Road
Suite 650
Scottsdale, Arizona 85254
Attention: Mark LoRusso

and a copy to:

Ryan Law Firm, PLLC
13155 Noel Road - Suite 1850
Dallas, Texas 75240
Attention: Kevin C. Watters, Esq.

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 not uncertain or in dispute, 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.

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 shall:

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; and

iii. apply its financial resources against payment of the Project costs when and as due, without reliance on the availability of any Incentives; 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, the Company is required to make information regarding its contractual relationships regarding construction or acquisition of the Project generally available as public records. In this regard, the Company acknowledges and agrees that any information provided by the Company to the County with respect to the Project, this Agreement, and any work performed by the Company, a contractor, or a subcontractor for the Project (including pricing and payment information) may be subject to public disclosure by the County pursuant to applicable law.

(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 and shall not be considered employees, agents, or

subcontractors of the County for any purpose whatsoever. The Company shall be solely responsible for the compensation of all such 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 hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods and services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, as amended, Texas Government Code, and to the extent such section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes. The Company understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

(h) The Company represents that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, as amended, Texas Government Code, and posted on the following website pages:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, as amended, Texas Government Code and to the extent such Section does not contravene applicable federal law and excludes the Company and each of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Company understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

VIII. INDEMNIFICATION

8.01 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, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR OF THE COMPANY, 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 AN INDEMNIFIED PARTY, TO THE EXTENT AND WHEN KNOWN TO THE COMPANY, RELATED TO OR ARISING OUT OF THE COMPANY'S ACTIVITIES UNDER THIS AGREEMENT.

8.02 In addition to the indemnification provided in Section 9.01 above, the Company shall also require each of its contractors and subcontractors 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. 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 apart of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

* * *

IN WITNESS HEREOF, the parties hereto have caused this instrument to be duly executed
this _____ day of _____, 2021.

MEDINA COUNTY, TEXAS

By: Chris Schubert
County Judge

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

The foregoing instrument was acknowledged before me this _____, 2021, by
_____, as _____.

[SEAL]

Notary Public
Commission Expires: _____

[_____]

By: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____, 2021, by
_____, as _____.

[SEAL]

Notary Public
Commission Expires: _____

IN WITNESS HEREOF, the parties hereto have caused this instrument to be duly executed
this _____ day of _____, 2021.

MEDINA COUNTY, TEXAS

By: _____
County Judge

STATE OF TEXAS

§
§
§

COUNTY OF MEDINA

The foregoing instrument was acknowledged before me this _____, 2021, by
_____, as _____.

[SEAL]

Notary Public
Commission Expires: _____

[_____]

By: Tami Baddeley
TAMI BADDELEY

STATE OF WASHINGTON

§

COUNTY OF Snohomish

§
§

The foregoing instrument was acknowledged before me this July 13th, 2021, by
Area Stepan, as public natery.

[SEAL]



Notary Public
Commission Expires: 01/22/2024

EXHIBIT A

PROPERTY DESCRIPTION AND MAP

DESCRIPTION OF 206.18 ACRES OF LAND IN THE JUANA DELGADO SURVEY NO. 37 1/2 ABSTRACT 305, IN THE WILLIAM B. RHODE SURVEY NO. 96 1/3 ABSTRACT 1327 AND THE GABRIEL AREOLA SURVEY NO. 38 ABSTRACT 5, IN MEDINA COUNTY, TEXAS; SAID 206.18 ACRES BEING A PORTION OF A 204.909 ACRE TRACT CONVEYED FROM HERBERT E. WURZBACH, ET UX TO, PATRICK J. WURZBACH BY DEED DATED MAY 2, 1977 AND RECORDED IN VOLUME 280, PAGE 151 OF THE DEED RECORDS OF MEDINA COUNTY, TEXAS; A PORTION OF A 10.72 ACRE TRACT CONVEYED FROM PAUL E. STOEVER, III & DOROTHY STOEVER TO PATRICK WURZBACH & PHYLLIS WURZBACH BY DEED DATED MARCH 30, 2012 AND RECORDED IN VOLUME 847, PAGE 39 OF SAID OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS; A PORTION OF A 14.01 ACRE TRACT CONVEYED FROM JOSEFINA TAMEZ STOEVER & ARIANA GABRIELLE STOEVER TO PATRICK WURZBACH, ET UX BY DEED DATED JUNE 30, 2015 AND RECORDED IN DOCUMENT NUMBER 2015004360 OF SAID OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS; ALL OF A 35.44 ACRE TRACT CONVEYED FROM THEODORE R. WURZBACH, ET UX TO PATRICK J. WURZBACH, ET UX BY DEED DATED JULY 8, 1983 AND RECORDED IN VOLUME 326, PAGE 448 OF SAID DEED RECORDS OF MEDINA COUNTY, TEXAS; ALL OF A 1.826 ACRE TRACT CONVEYED FROM CLARENCE CHARLES BIPPET, JR. TO PATRICK J. WURZBACH, ET UX BY DEED DATED MARCH 15, 1991 AND RECORDED IN VOLUME 142, PAGE 8 OF SAID OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS, AND ALL OF A 5.53 ACRE TRACT CONVEYED FROM BROWN EXCAVATION AND UTILITIES, LLC TO PATRICK WURZBACH AND PHYLLIS WURZBACH BY DEED DATED DECEMBER 27, 2019 AND RECORDED IN DOCUMENT NUMBER 2019009905 OF THE OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS; AND SHOWN ON THE ACCOMPANYING SURVEY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN FOUND IN THE SOUTH LINE OF F.M. HIGHWAY 1957 (80 FEET WIDE) AND THE NORTH LINE OF SAID 14.01 ACRE TRACT FOR THE UPPER NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 5/8" IRON PIN FOUND FOR THE NORTHEAST CORNER OF A CALLED 4.21 ACRE TRACT DESCRIBED IN GENERAL WARRANTY DEED TO BROWN EXCAVATION AND UTILITIES, LLC, OF RECORD IN DOCUMENT NO. 2019009904, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS, AND BEING THE NORTHWEST CORNER OF SAID 14.01 ACRE TRACT, BEARS N 89° 48' 07 " W 159.01 FEET;

THENCE WITH THE SOUTH LINE OF SAID F.M. HIGHWAY 1957 AND THE NORTH LINE OF SAID 14.01 ACRE TRACT, SAID 35.44 ACRE TRACT, SAID 1.826 ACRE TRACT, AND OF THIS TRACT DESCRIBED HEREIN, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. S 89° 39' 26" E, A DISTANCE OF 800.88 FEET TO A BROKEN CONCRETE MONUMENT FOUND FOR AN ANGLE POINT, AND
2. S 89° 40' 11" E 912.43 FEET TO A 5/8" IRON PIN FOUND FOR THE NORTHWEST CORNER OF AN 8.012 ACRE TRACT DESCRIBED IN WARRANTY DEED TO WILLIAM LESLIE BIPPET, OF RECORD IN VOLUME 139, PAGE 46, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS, AND THE NORTHEAST CORNER OF SAID 1.826 ACRE TRACT AND OF THE TRACT DESCRIBED HEREIN;

THENCE WITH THE WEST LINE OF SAID 8.012 ACRE TRACT, THE EAST LINE OF SAID 1.826 ACRE TRACT AND THE EAST LINE OF THE TRACT DESCRIBED HEREIN, S 00° 15' 04" E, A DISTANCE OF 2479.60 FEET TO A 1/2" IRON PIN FOUND FOR THE SOUTHWEST CORNER OF SAID 8.012 ACRE TRACT, THE SOUTHEAST CORNER OF SAID 1.826 ACRE TRACT, AND THE UPPER SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, POINT BEING IN THE NORTHERLY LINE OF A CALLED 136.9 ACRE TRACT OF LAND, DESCRIBED IN WARRANTY DEED TO CARL W. AND ELIZABETH A.

STEINLE, OF RECORD IN VOLUME 414, PAGE 1112, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS;

THENCE S 87° 50' 53" W, A DISTANCE OF 48.74 FEET WITH THE NORTH LINE OF SAID 136.9 ACRE TRACT AND THE SOUTH LINE OF SAID 1.826 ACRE TRACT TO AN 8" CEDAR POST FOUND FOR THE NORTHWEST CORNER OF SAID 136.9 ACRE TRACT, THE SOUTHWEST CORNER OF SAID 1.826 ACRE TRACT, AND AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE S 00° 19' 31" E, A DISTANCE OF 642.47 FEET, WITH THE WEST LINE OF SAID 136.9 ACRE TRACT, THE EAST LINE OF SAID 204.909 ACRE TRACT, AND THE EAST LINE OF THE TRACT DESCRIBED HEREIN, TO A 5/8" IRON PIN FOUND FOR THE NORTHEAST CORNER OF A CALLED 79.99 ACRE TRACT OF LAND DESCRIBED IN INDEPENDENT EXECUTOR'S DEED TO LYNDA RAHE STINSON, OF RECORD IN DOCUMENT NO. 2020009093, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS, AND THE SOUTHEAST CORNER OF SAID 204.909 ACRE TRACT AND OF THE TRACT DESCRIBED HEREIN;

THENCE S 89° 55' 05" W, A DISTANCE OF 4072.04 FEET TO A 5/8" IRON PIN FOUND IN THE EAST LINE OF F.M. HIGHWAY 471 FOR THE NORTHWEST CORNER OF SAID 79.99 ACRE TRACT, THE SOUTHWEST CORNER OF SAID 204.909 ACRE TRACT AND OF THE TRACT DESCRIBED HEREIN;

THENCE N 10° 18' 52" E, A DISTANCE OF 61.02 FEET WITH THE EAST LINE OF F. M. HIGHWAY 471, THE WEST LINE OF SAID 204.909 ACRE TRACT AND THE WEST LINE OF THE TRACT DESCRIBED HEREIN TO A 3/4" IRON PIN FOUND FOR THE SOUTHWEST CORNER OF A CALLED 10.72 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO ANTHONY P. AND SUZANNE B. STINSON, OF RECORD IN VOLUME 847, PAGE 334, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS, AND THE LOWER NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE N 89° 40' 47" E, A DISTANCE OF 765.85 FEET, WITH SOUTH LINE OF SAID 10.72 ACRE TRACT OF LAND, THROUGH SAID 204.909 ACRE TRACT AND WITH THE NORTH LINE OF THE TRACT DESCRIBED HEREIN TO A 3/4" IRON PIN FOUND FOR THE SOUTHEAST CORNER OF SAID 10.72 ACRE TRACT AND AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE N 00° 53' 34" W, A DISTANCE OF 1183.57 FEET WITH THE EAST LINE OF SAID 10.72 ACRE TRACT OF LAND, CONTINUING THROUGH SAID 204.909 ACRE TRACT AND WITH THE WEST LINE OF THE TRACT DESCRIBED HEREIN TO A 5/8" IRON PIN FOUND FOR AN EXTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE CONTINUING THROUGH SAID 204.909 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N 88° 46' 42" E, A DISTANCE OF 460.56 FEET TO A 5/8" IRON PIN FOUND FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,
2. N 00° 26' 51" E, A DISTANCE OF 919.74 FEET TO A 5/8" IRON PIN FOUND FOR AN EXTERIOR CORNER OF THE TRACT DESCRIBED HEREIN, AND
3. S 82° 59' 28" E, A DISTANCE OF 212.39 FEET TO A 5/8" IRON PIN FOUND IN THE EAST LINE OF SAID 204.909 ACRE TRACT AND THE WEST LINE OF A CALLED 5.53 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO PATRICK WURZBACH AND PHYLLIS WURZBACH, OF RECORD IN DOCUMENT NUMBER 2019009905, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE N 00° 26' 45" W, A DISTANCE OF 427.56 FEET WITH THE EAST LINE OF SAID 204.909 ACRE TRACT AND THE WEST LINE OF SAID 5.53 ACRE TRACT TO A 5/8" IRON PIN WITH SAM CAP SET FOR THE NORTHWEST CORNER OF SAID 5.53 ACRE TRACT AND AN EXTERIOR CORNER

OF THE TRACT DESCRIBED HEREIN;

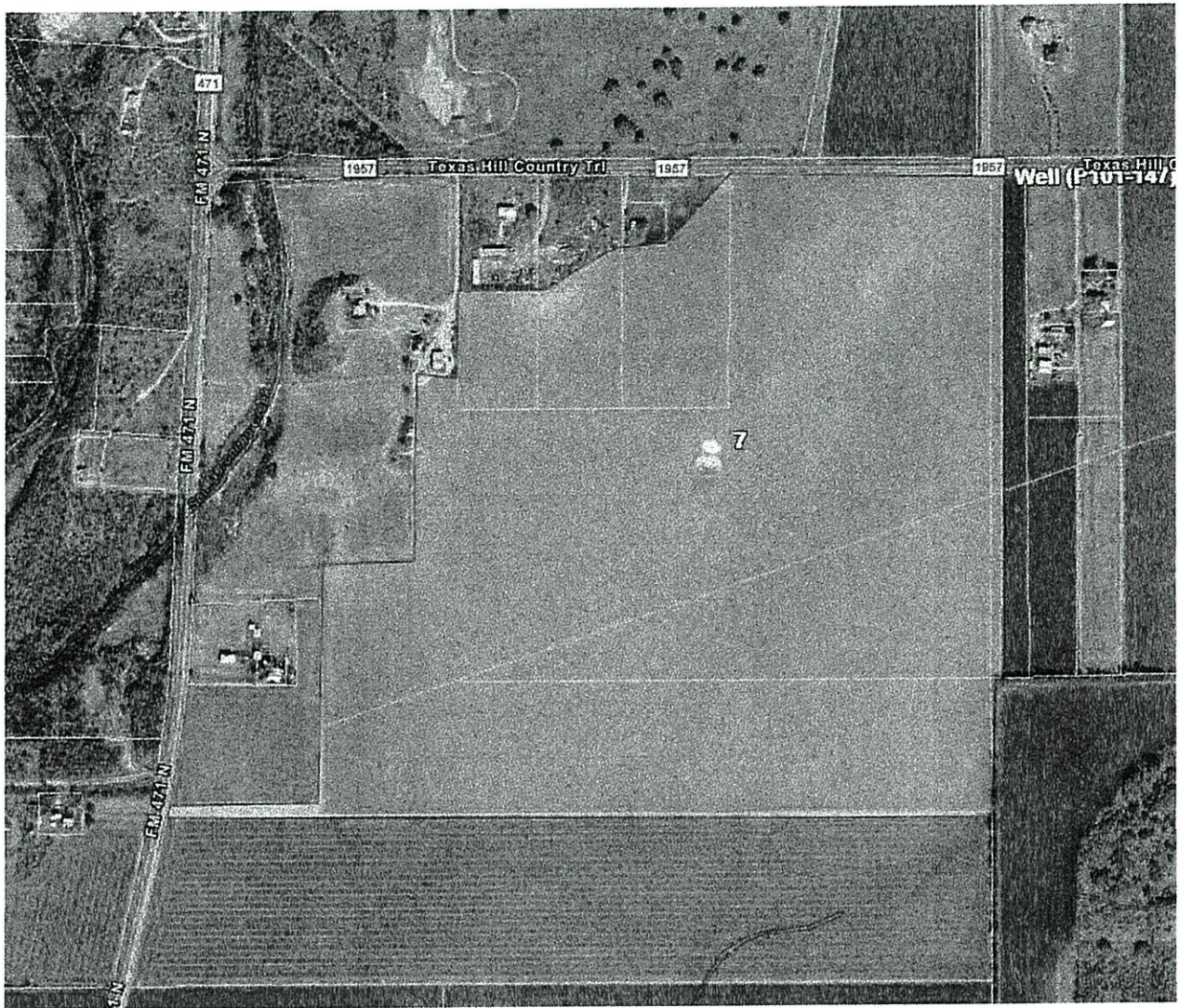
THENCE S 89° 43' 28" E, A DISTANCE OF 400.13 FEET, WITH THE NORTHERLY LINE OF SAID 5.53 ACRE TRACT AND THROUGH A CALLED 10.72 ACRE TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO BROWN EXCAVATION AND UTILITIES, LLC, OF RECORD IN VOLUME 839, PAGE 683, TO A 5/8" IRON PIN WITH SAM CAP SET AT THE SOUTHWEST CORNER OF A CALLED 4.21 ACRE TRACT OF LAND, DESCRIBED IN GENERAL WARRANTY DEED TO BROWN EXCAVATION AND UTILITIES, LLC, OF RECORD IN DOCUMENT NUMBER 2019009904, FOR AN ANGLE POINT OF THE TRACT DESCRIBED HEREIN;

THENCE WITH THE SOUTHERLY LINES OF SAID 4.21 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S 89° 43' 28" E, A DISTANCE OF 59.61 FEET TO A 3/4" IRON PIN FOUND FOR AN ANGLE POINT;
2. N 52° 20' 09" E, A DISTANCE OF 307.95 FEET TO A 3/4" IRON PIN FOUND FOR AN ANGLE POINT, AND
3. N 72° 51' 09" E, A DISTANCE OF 101.68 FEET TO A 3/4" IRON PIN FOUND IN THE WEST LINE OF SAID 14.01 ACRE TRACT, FOR THE SOUTHEAST CORNER OF SAID 4.21 ACRE TRACT AND AN ANGLE POINT OF THE TRACT DESCRIBED HEREIN;

THENCE CONTINUING THROUGH SAID 14.01 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. N 74° 42' 22" E, A DISTANCE OF 126.66 FEET TO A 5/8" IRON PIN FOUND FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN, AND
2. N 06° 42' 20" E, A DISTANCE OF 313.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 206.18 ACRE OF LAND, MORE OR LESS.



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:

Date Filed:

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Microsoft Corporation
Redmond, WA

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Medina County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2021-06-17-01
Data Center Property

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ryan, LLC	Dallas, TX United States		X

5 Check only if there is NO Interested Party. ☐

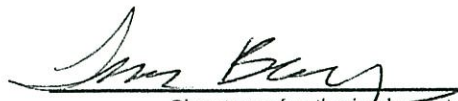
6 UNSWORN DECLARATION

My name is Tami Baddeley, and my date of birth is December 6.

My address is 1 Microsoft Way, Redmond, WA, 98052, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Snohomish County, State of Washington, on the 13 day of July, 2021.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)