

**CHAPTER 312 AGREEMENT
BETWEEN
MEDINA COUNTY, TEXAS AND CYRUSONE LP**

This Agreement (this “**Agreement**”), dated and effective as of November 3, 2025 (the “**Effective Date**”), is entered into by and between Medina County, Texas, a political subdivision of the State of Texas (the “**County**”), and CyrusOne LP, a Maryland limited partnership (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 244.3 acres of 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 one or more Data Centers 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 312.02 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 CyrusOne Reinvestment Zone 1, 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 herein before 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 Data Center or any 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. 24-12-09-01 adopted by the Court on December 9, 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 250,000 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).

"Commencement of Construction" means, as to a particular Data Center, the commencement of Construction of such Data Center, as evidenced by delivery to the County of a Construction Commencement Certificate with respect to such Data Center.

"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, as to a particular Data Center, the substantial completion of Construction of such Data Center, as evidenced by delivery to the County of a Construction Completion Certificate with respect to such Data Center.

"Construction" means active work on the Property to develop a Data Center, 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, as to a particular Data Center, a certificate indicating Commencement of Construction of such Data Center, in substantially the form attached hereto as **Exhibit D**.

“Construction Completion Certificate” means, with respect to a particular Data Center, a certificate indicating Completion of Construction of such Data Center, in substantially the form attached hereto as **Exhibit E**.

“Construction Management Agreement” means, with respect to the construction of a particular Data Center, an executed agreement between Company and County, in substantially the form attached hereto as **Exhibit K**.

“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 farm to market 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 farm to market 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 each Building and its related facilities, 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, as to a particular Data Center, such Data Center’s period of development, commencing with respect to such Data Center 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 each Permitted Occupant (in the aggregate) 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, it being understood that each Personal Property Phase relates to a specific Data Center.

“Personal Property Phase Certificate” means a certificate in the form attached hereto as **Exhibit B**, which shall relate to a specific Data Center.

“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 Data Centers.

“Real Property Phase Certificate” means a certificate in the form attached hereto as **Exhibit C**, and which relates to a specific Data Center.

“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 Centers, 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 Abatement of all of the Data Centers and the Personal Property Phases.

II. AUTHORITY AND TERM

201. 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.

202. 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 with respect to each Data Center 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 Data Centers.

(a) The Company hereby agrees, promises, represents, warrants, and covenants that, if developed, the following conditions shall apply to any and all Data Centers:

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 Data Center 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 Data Center then under construction, or the Company;

iv. Not less than thirty (30) days after Completion of Construction of a Data Center, 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 Data Center shall not exceed eight years; and

(b) Eligibility of a Data Center for Abatement under this Agreement requires delivery of a completed Construction Commencement Certificate, executed by a duly authorized Company representative, for such Data Center on or before the tenth (10th) 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.

(d) On or before December 31, 2025, the Company shall pay \$5,000,000.00 to the County for the County to use to complete contemplated road improvements to County Road 4516 (the “*Road Payment Condition*”).

3.03. Company Commitments Relative to the First Two Data Centers. With respect to the development of the first two Data Center, comprised of two (2) Buildings, 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 each such Data Center;

(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 each such Data Center;

(c) Cumulatively invest, *minimally, \$600,000,000* of Assessed Value in such initial two Data Centers;

(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 10, 2025, into the Project's site plan to be memorialized in **Exhibit H**.

3.04. Company Commitments Relative to Data Centers. With respect to each Data Center, 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 Assessed Value in Improvements per Data Center as a condition precedent to that Data Center's eligibility for Abatement hereunder.

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 six Data Centers. With respect to the development of the first Data Center, 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. Construction and Operating Standards Applicable to Each Data Center. The Company shall construct each Data Center in accordance with the Construction Management Agreement and all other applicable law, 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 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.

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 Data Center prior to the delivery of the applicable

Construction Completion Certificate for such Data Center under the terms of this Agreement.

3.09. Payment of Attorneys' Fees. The Company agrees to pay the County's reasonable attorneys' fees associated with the planning, negotiation, document drafting, and other actions taken for the execution of this Agreement. The County shall submit a reimbursement request to the Company for the payment of said attorneys' fees, which the Company shall pay within sixty (60) days of receipt of said reimbursement request.

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 First Data Center Abatement. Abatement for real property and Improvements as to the first Data Center 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 such Data Center and complied with the terms of this Agreement and the requirements of Section 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 the initial Data Center.

4.03. Real Property Abatement for Later Data Centers. Abatement for real property and Improvements as to each Data Center following the initial two Data Centers shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the Construction Completion Certificate to the County for such Data Center (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 relating to each such Data Center.

4.04. Personal Property Abatements. Abatement for each Personal Property Phase 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 each Personal Property Phase shall be **80%** of County Taxes for the Personal Property described in each Personal Property Phase Certificate.

4.05. 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, or agreed to by

Medina County Appraisal District and the Company). 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 Data Center, the full value of the Improvements and Personal Property, for each Data Center shall be included on the tax roll and assessed in accordance with applicable laws, subject to any applicable exemptions or special valuations then in effect, if any.

4.06. 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, 2025. The Parties acknowledge that on January 1, 2025, there were no Improvements or Personal Property on the Property.

4.07. Limitation on Abatement Start Date. Notwithstanding any statement or implication in this Agreement to the contrary, (i) this Agreement shall only apply to Data Centers 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 Data Center or Personal Property 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.

4.08. Terms Apply Independently to Data Centers and Personal Property 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 Data Centers that are created); (ii) the Road Payment Condition; and (iii) the Abatement percentages in Article IV, which are only applicable to specific Data Centers, all terms, conditions and obligations of this Agreement shall fully apply to each Data Center and Personal Property Phase independently. By way of example and for the avoidance of doubt, in the event of a default with respect to, for example, a third Data Center, such default would have no impact on the Abatement or Company's obligations with respect to the first two Data Centers; similarly, any event of default with respect to a Personal Property Phase would have no impact on the Abatement or Company's obligations with respect to any Data Center, and vice versa.

4.09. 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.

4.10. 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 to be granted by 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 to be granted by 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. For the sake of clarity, the Parties acknowledge that State Sales Tax Exemption Program is not a financial incentive from a political subdivision because it is not a grant or exemption provided by a political subdivision even though qualification for such exemption reduces local sales taxes.

4.11. 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.

4.12. 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, 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 Data Center 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.

4.13. 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 relevant 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.

4.14. 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.

4.15. 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 the 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.

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, in which case there shall be no recapture of tax abatements as described in the immediately preceding sentence. 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**. Notwithstanding the foregoing provisions of this Section 6.03, the breach by the Company of this Agreement or the breach by a Permitted Occupant of this Agreement shall affect only its particular Agreement and not other Agreement (or portion thereof that relates to another entity).

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 2 Commissioner
1300 Avenue M, Room 148
Hondo, Texas 78861
Phone: (830) 741-6006
Fax: (830) 741-6015
Email: pct2@medinatx.org

With a copy to:

Sheets & Crossfield, PLLC]
309 E. Main Street
Round Rock, Texas 78664
Phone: (512) [255-8877]
Email: adam@scrrlaw.com

Any notice mailed to the Company shall be addressed:

If to the Company:

CyrusOne LP
2850 N. Harwood St.
Dallas, Texas 75201
Attention: [_____]
Fax: (____) [_____]
Email: [_____]

with a copy to:

Jeff W. Dorrill
Haynes Boone, LLP

2801 N. Hardwood St.
Suite 2300
Dallas, Texas 75201
Fax: (214) 200-0754
Email: jeff.dorrill@haynesboone.com

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 (each such chapter, a “**Covered Verification**”), in entering into this Agreement, provided that each such Covered Verification applies only if and to that the Project or the Company is subject to such Covered Verification. 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 22nd of November, 2025.

MEDINA COUNTY, TEXAS



By: [Signature]
County Judge

CYRUSONE LP,
a Maryland limited partnership

By: [Signature]
Name: John Hatem
Title: President

STATE OF TEXAS

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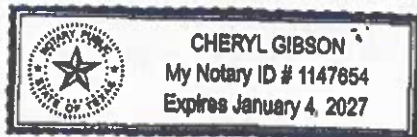
COUNTY OF DALLAS

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The foregoing instrument was acknowledged before me this October 22, 2025, by John Hatem, as President

[SEAL]



Cheryl Gibson

Notary Public
Commission Expires: January 4, 2027

STATE OF TEXAS

§

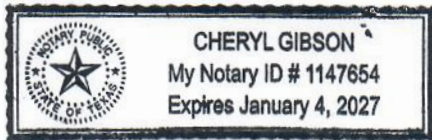
COUNTY OF DALLAS

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The foregoing instrument was acknowledged before me this October 22, 2025,
by John Hatem, as President

[SEAL]



Cheryl Gibson
Notary Public
Commission Expires: January 4, 2027

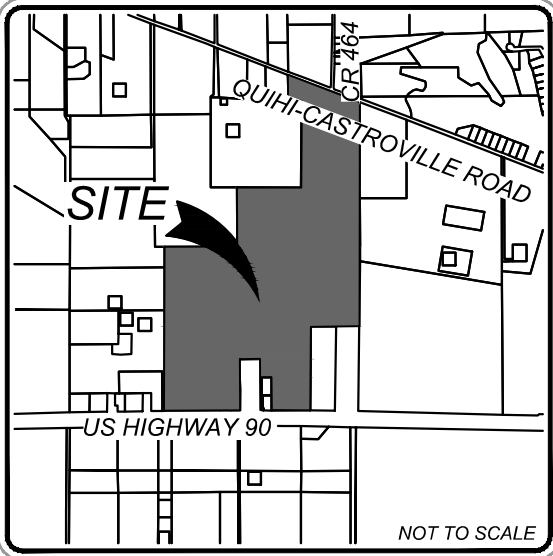
SCHEDULE I

INDEX TO EXHIBITS

Description of Reinvestment Zone Property.....	EXHIBIT A
Form of Personal Property Phase Certificate.....	EXHIBIT B
Form of Real Property Phase Certificate	EXHIBIT C
Form of Construction Commencement Certificate.....	EXHIBIT D
Form of Construction Completion Certificate	EXHIBIT E
Form of Joinder Agreement.....	EXHIBIT F
Annual Compliance Certificate.....	EXHIBIT G
Public Access Road Description.....	EXHIBIT H
Form of Community Engagement Agreement.....	EXHIBIT I
Certification Regarding Employment of Undocumented Workers	EXHIBIT J
Construction Management Agreement	EXHIBIT K

EXHIBIT A

REINVESTMENT ZONE PROPERTY DESCRIPTION (+/- [244.3] Acres)



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& Design

www.colliersengineering.com

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FOR STATE SPECIFIC DIRECT PHONE NUMBERS
VISIT: WWW.CALL811.COM

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EXHIBIT

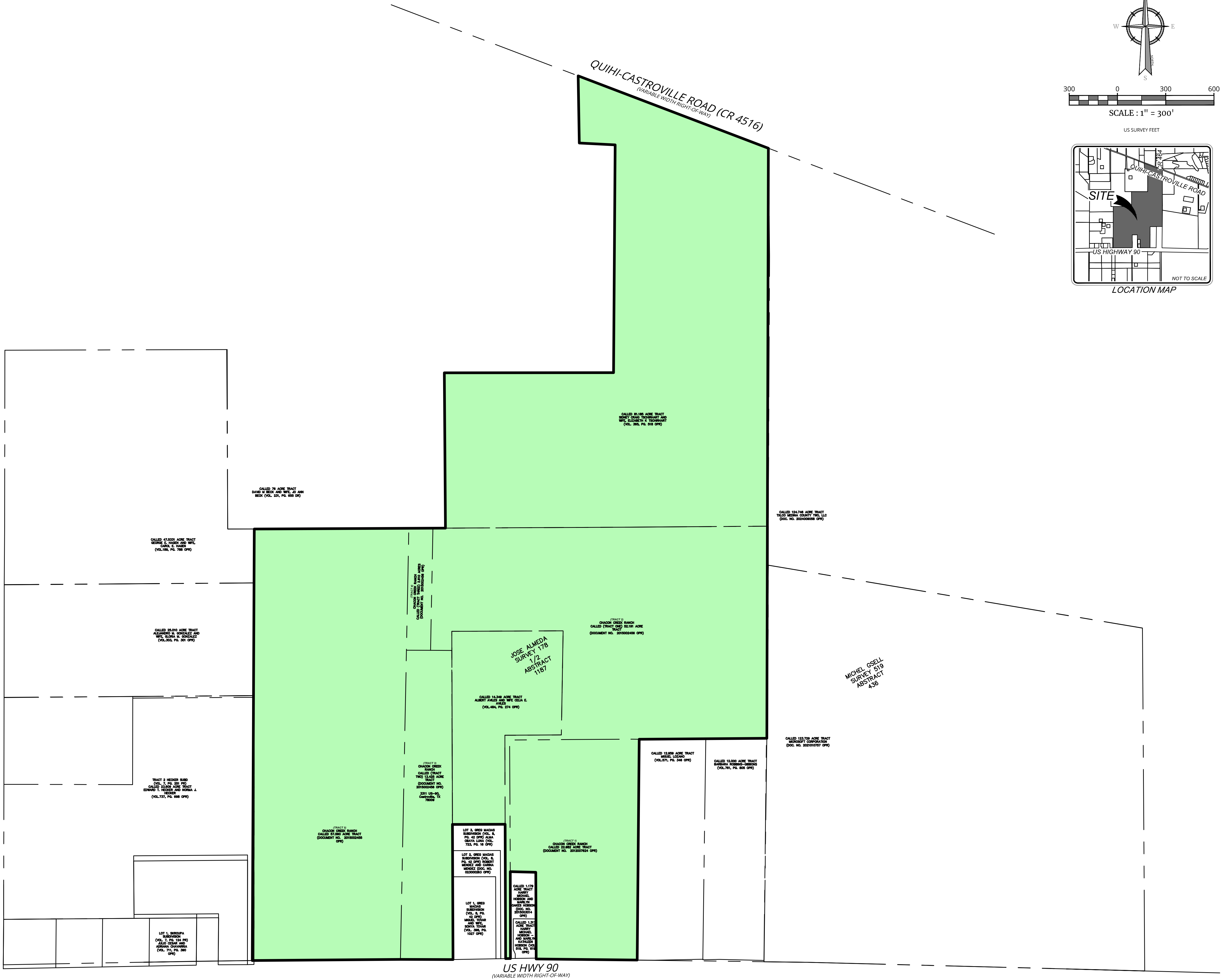
CASTROVILLE
MEDINA COUNTY TEXAS

FORT WORTH
2011 KIRKWOOD BLVD
Suite 120
SOUTHLAKE, TX 76092
Phone: 214.613.1204

SCALE: 1" = 300'	DATE: 08/14/25	DRAWN BY: AH	CHECKED BY:
PROJECT NUMBER:		DRAWING NAME:	

EXHIBIT

SHEET NUMBER:
1 OF 1



Legal Description

A **148.8 acre tract** out of the Jose Almeda Survey No. 178 ½, Abstract 1187, all of a called 22.982 acre tract of land described by special warranty deed to Chacon Creek Ranch, LLC as recorded in Document Number 2012007624 of the Official Public Records of Medina County, Texas (OPR), all of a called 57.560 acre tract of land described by general warranty deed to Chacon Creek Ranch, LLC as recorded in Document No. 2015002455, OPR, all of a called 52.191 (Tract One) acre tract, all of a called 13.425 (Tract Two) acre tract, and all of a called 2.610 (Tract Three) acre tract described by general warranty deed to Chacon Creek Ranch, LLC as recorded in Document No. 2015002456, OPR, and said 148.8 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" found iron rod (FIR) on the north right-of-way (R.O.W.) line of US Highway 90 (width varies), being the southwest corner of a called 12.959 acre tract described to Miguel Lozano as recorded in Volume 571, Page 346 OPR, being the southeast corner of the said called 22.982 acre tract and the tract described herein;

THENCE: with the north R.O.W. line of said US Highway 90 and the south line of the said called 22.982 acre tract for the following (2) two courses and distances:

1. **N 88°28'47" W**, a distance of **170.44 feet** to a found Texas Department of Transportation (TxDOT) Type I monument (broken) for an angle point of the tract described herein,
2. **N 89°43'32" W**, a distance of **458.02 feet** to a found iron rod with cap (FIRC) stamped "CAREY" for the southwest corner of the said called 22.982 acre tract, being the southeast corner of the remaining portion of a called 1.317 acre tract described to Harry Michael Hobson and Marilyn Kathleen Hobson as recorded in Volume 518, Page 619 OPR;

THENCE: N 00°14'24" W, departing the north R.O.W. line of said US Highway 90 with the common line of the said called 22.982 acre tract and the east line of the remaining portion of the said called 1.317 acre tract, at a distance of 6.03 feet passing a FIR, continuing at a distance of 248.12 feet passing the northeast corner of the remaining portion of the said called 1.317 acre tract and the southeast corner of a called 1.179 acre tract described to Harry Michael Hobson and Marilyn Oakes Hobson as recorded in Document No. 2015003014 OPR, continuing at a distance of 141.50 feet passing an orange FIRC for an angle point of the said called 1.179 acre tract and said called 22.982 acre tract for a total distance of **539.50 feet** to a 5 inch pipe corner post for the northeast corner of the said called 1.719 acre tract, being an interior corner of the said called 22.982 acre tract and of the tract described herein;

THENCE: N 89°00'05" W, with the north line of the said called 1.719 acre tract and the south line of the said called 22.982 acre tract, a distance of **159.02 feet** to a FIR on the east line of the said called 52.191 acre tract for the northeast corner of the said called 1.719 acre tract, being a westerly corner of the said called 22.982 acre tract, and being an interior corner of the tract described herein;

THENCE: S 00°08'42" E, with the west line of the said called 1.719 acre tract and the east line of the said called 52.191 acre tract, a distance of **539.02 feet** to a 12" creosote post on the north R.O.W. line of said US Highway 90 for the southwest corner of the said called 1.719 acre tract, a southerly corner of the said called 52.191 acre tract, and being a southerly corner the tract described herein;

THENCE: S 89°02'52" W, with the north R.O.W. line of said US Highway 90 and the south line of the said called 52.191 acre tract, a distance of **30.04 feet** to a FIR for the southeast corner of Lot 3 of the Greg

Macias Subdivision as recorded in Volume 8, Page 42 of the Deed and Plat Records of Medina County, Texas (D.P.R), as described to Alma Obaya Luna as recorded in Volume 723, Page 16 OPR, being the southwest corner of the said called 52.191 acre tract;

THENCE: departing the north R.O.W. line of said US Highway 90, with the west line of the said called 52.191 acre tract and the east line of said Lot 3 for the following (2) two courses and distances:

1. **N 00°12'25" W**, a distance of **835.22 feet** to a FIRC stamped "JOHN HOWARD" for the northeast corner of said Lot 3, the southeast corner of a called 14.349 acre tract described to Albert Aviles and wife Celia E Aviles as recorded in Volume 484, Page 274, OPR, and being an angle point of the tract described herein,
2. **N 00°09'54" W**, a distance of **553.24 feet** to a 4 inch metal post for a west corner of the said called 52.191 acre tract, being an interior corner of the said called 14.349 acre tract and the tract described herein;

THENCE: **N 89°38'38" E**, with the south line of the said called 14.349 acre tract and a north line of the said called 52.191 acre tract, a distance of **351.02 feet** to a 4 inch metal post for the southeast corner of the said called 14.349 acre tract, being an interior corner of the said called 52.191 acre tract and the tract described herein;

THENCE: **N 01°00'14" E**, with the east line of the said called 14.349 acre tract and the west line of the said called 52.191 acre tract, a distance of **647.34 feet** to 4 inch metal post for the northeast corner of the said called 14.349 acre tract, being an interior corner of the said called 52.191 acre tract and the tract described herein;

THENCE: **S 89°43'10" W**, with the north line of the said called 14.349 acre tract and the south line of the said called 52.191 acre tract, a distance of **692.25 feet** to a FIR for the northwest corner of the said called 14.349 acre tract, being an interior corner of the said called 52.191 acre tract and the tract described herein;

THENCE: with the west line of the said called 14.349 acre tract and the east line of the said called 52.191 acre tract for the following (2) two courses and distances:

1. **S 00°11'34" E**, at a distance 119.09 feet passing a 2 inch metal post for a southerly corner of the said called 52.191 acre tract and the northeast corner of the said called 13.425 acre tract, continuing at a distance of 1262.86 feet passing a FIR, being an angle point for the said called 13.425 acre tract for a total distance of **1200.36 feet** to a FIRC stamped "JOHN HOWARD" for the southwest corner of the said called 14.349 acre tract, being the northwest corner of said Lot 3, being an angle point of the said called 13.425 acre tract and the tract described herein,
2. **S 00°13'49" E**, passing at a distance of 162.85 feet for the southwest corner of said Lot 3 and the northwest corner of Lot 2, of the said Greg Macias Subdivision as described to Robert Mendez and Carina Mendez as recorded in Document No. 2023000263 OPR, continuing passing at a distance of 325.61 feet to the southwest corner of said Lot 2 and the northwest corner of Lot 1 of said Greg Macias subdivision as described to Miguel Tovar and wife Sonya Tovar as recorded in Volume 398, Page 1027 OPR, for a total distance of **840.40 feet** to a FIR with orange cap stamped "JOHN HOWARD", being on the north R.O.W. line of said US Highway 90 for the southwest corner of said Lot 1, being the southeast corner of the said called 13.425 acre tract and being a southerly corner of the tract described herein;

THENCE: with the north R.O.W. line of said US Highway 90 and the south line of the said called 13.425 acre tract for the following (3) three courses and distances:

1. **N 89°49'51" W**, a distance of **327.17 feet**, to a set ½" iron rod with blue cap stamped "COLLIERS PROP CORNER" (SIR) for the southwest corner of the said called 13.425 acre tract, being the southeast corner of the said called 57.560 acre tract and an angle point of the tract described herein,
2. **N 89°58'49" W**, a distance of **467.95 feet** to a found TxDOT monument Type I for an angle point of the tract described herein,
3. **S 89°04'47" W**, a distance of **442.62 feet** to a 12 inch creosote post for the southeast corner of a 23.609 acre tract out of Lot 2 of the Hecker Subdivision as recorded in Volume 7, Page 251, D.P.R., described to Edward T. Hecker and Norma J. Hecker as recorded in Volume 737, Page 698 OPR, being the southwest corner of the said called 57.560 acre tract and the tract described herein;

THENCE: departing the north R.O.W. line of said US Highway 90, with the east line of the said called 23.609 acre tract and the west line of the said called 57.560 acre tract for the following (2) two courses and distances:

1. **N 00°04'41" E**, distance of **1646.70 feet** to a FIR for the northeast corner of the said called 23.609 acre tract, being the southeast corner of a called 25.010 acre tract described to Alejandro M. Gonzalez and wife, Gloria M. Gonzalez as recorded in Volume 303, Page 301 OPR, and being an angle point of the tract described herein,
2. **N 00°01'00" E**, passing at a distance of 167.60 feet a FIRC stamped "ALLEN RPLS 5401", continuing passing at a distance of 700.40 feet to a FIR for the northeast corner of the said called 25.010 acre tract and the southeast corner of a called 47.5331 acre tract described to George E Hagen and wife, Carol E. Hagen as recorded in Volume 189, Page 788 OPR, continuing for a total distance of **1036.25 feet** to a FIR on the south line of a called 76 acre tract described to David M Beck, et al as recorded in Volume 231, Page 655 DR for the northeast corner of the said called 47.5331 acre tract, being the northwest corner of the said called 57.560 acre tract and the tract described herein;

THENCE: with the south line of the said called 76 acre tract and the north line of the said called 57.560 acre tract for the following (5) five courses and distances:

1. **N 89°43'23" E**, a distance of **960.33 feet** to a SIR for the northeast corner of the said called 57.560 acre tract, being the northwest corner of the said called 2.610 acre tract and an angle point of the tract described herein,
2. **N 89°46'35" E**, a distance of **149.82 feet** to a FIR for the northeast corner of the said called 2.610 acre tract, being the northwest corner of the said called 52.191 acre tract and an angle point of the tract described herein,
3. **N 89°44'14" E**, a distance of **78.15 feet** to a FIR on the north line of the said called 52.191 acre tract for the southeast corner of the said called 76 acre tract, being the southwest corner of a called 81.185 acre tract described to Sidney Craig Tschirhart, et al as recorded in Volume 365, Page 518 OPR, and being an angle point of the tract described herein,

4. **N 89°42'10" E**, a distance of **1148.83 feet** to a FIR on the south line of the said called 81.185 acre tract for an angle point of the tract described herein,
5. **N 89°35'38" E**, a distance of **858.02 feet** to a FIR on the west line of a called 124.746 acre tract described to TXLCO Medina County Two, LLC as recorded in Document No. 2024009058 OPR for the southeast corner of the said called 81.185 acre tract, being the northeast corner of the said called 52.191 acre tract and the tract described herein;

THENCE: with the west line of the said called 124.746 acre tract, the east line of the said called 52.191 acre tract, and the west line of a called 123.729 acre tract described to Microsoft Corporation as recorded in Document No. 2021010757 OPR, for the following **(3)** three courses and distances:

1. **S 00°02'24" E**, a distance of **242.61 feet** to a FIR for the southwest corner of the said called 100.00 acre tract, being the northeast corner of and an angle point of the tract described herein,
2. **S 00°07'08" W**, a distance of **357.80 feet** to a FIR on the west line of the said called 123.729 acre tract, being an angle point of the tract described herein,
3. **S 00°39'45" W**, a distance of **718.22 feet** to a FIR, on the west line of the said called 123.729 acre tract for the northeast corner of a 12.000 acre tract described to Barbara Robbins-Gibbons as recorded in Volume 761, Page 805 OPR, being the southeast corner of the said called 52.191 acre tract and the tract described herein;

THENCE: departing the west line of the said called 123.729 acre tract with the north line of the said called 12.000 acre tract and the south line of the said called 52.191 acre tract for the following **(2)** two courses and distances:

1. **S 89°33'43" W**, a distance of **380.28 feet** to a 2 inch metal post, for the northwest corner of the said called 12.000 acre tract, being the northeast corner of a called 12.959 acre tract described to Miguel Lozano as recorded in Volume 571, Page 346 OPR, and being an angle point of the tract described herein,
2. **S 89°31'51" W**, a distance of **413.89 feet** to a 3 inch metal post for the northwest corner of the said called 12.959 acre tract, being the northeast corner of the said called 22.982 acre tract, an interior corner of the said called 52.191 acre tract and the tract described herein;

THENCE: **S 00°28'54" W**, departing the south line of the said called 52.191 acre tract with the west line of the said called 12.959 acre tract and the east line of the said called 22.982 acre tract a distance of **1372.96 feet** to the **POINT OF BEGINNING** and containing **148.8 acres** more or less, in Medina County, Texas and being described in accordance with a survey prepared by CED. Bearings are based on the Texas State Plane South Central Zone 4204, North American Datum of 1983 (NAD83).

Aviles Legal Description

A tract of land containing 14.349 Acres of Land, in Medina County Texas, being all out of Survey No. 178 1/2, Jose Alameda, Abstract No. 1187, being located about 11.6 miles East of Hondo. Median County, Texas, said 14.349 acre tract, being out of a 20.625 acre tract, as conveyed in a Gift Warranty Deed, dated February 12, 2001, from Gregory Macias, to Gary A. Macias, Pam J. Macias, Glen S. Macias, Gary A. Macias, and Gilbert T. Macias, recorded in Volume 398, Page 1044, Official Public Records of Median County, (said tract also described in Tax ID Nos. 10130 and 66919) and being more particularly described by metes and bounds as follows:

BEGINNING: at a 5/8" iron pin with plastic cap, stamped John Howard #4611, found under fence for The Southwest corner of this tract, and the Northwest corner of a 1.69 acre tract, known as Lot 3, in the Greg Macias Subdivision, a recorded In Volume 8, Page 42, of the Plat Records of Medina County. located in do east line of a 8.00 acre tract, conveyed in a Special Warranty Deed, dated August 16, 1995, from Fred A. Thomas, and Catherine M. Thomas, to Brian C. Booker and Donna Booker, as recorded in Volume 253, Page 124, Official Public Records of Medina County, and from corner a 5/8" pin, found by a cedar fence corner post, and by 2 T-Post, the upper Southwest corner of the original 20.626 acre tract, bears S00°13' 12"E 32.8 feet,

THENCE: along a fence, with the east line of the 8.00 acre tract, and the west line of this tract and of the original 20.625 acre tract,

N 00°13' 12" W a 520.72 feet, pass a 4" pipe fence post, at 832.6 feet pass a 2 1/2" pipe fence post, at 836.8 feet, pass a 5/8" iron pin, found under fence, at 1080.5 feet, pass a fence corner of a fence bearing west, continue for a total distance of 1200.43 feet, to a 1/4" iron pin, found by a 4" pipe in concrete, the Northwest corner of this tract, and an interior corner of a 6.4737 acre tract, conveyed in a Warranty Deed, dated October 15, 1983, Donna Fay Wiemers Jay, and Roger Jay, to Olen W. Wiemers, & Fey Del Wiemers, as recorded in Volume 329, Page 624, Medina County Deed Records;

THENCE: along a fence, with the north line, of this tract, and of the 20.625 acre tract, and the common south line of the 6.4737 acre tract,

N 89°41'32"E 692.25 feet, to a 4" pipe, found in concrete, found for the NE corner of this tract, and of the original 20.625 acre tract and the east most SE corner of the 6.4737 acre tract, and from corner, a 5/8" iron pin, bears N 88°40'47"E 29.82 feet,

THENCE: along a fence, a called west line of the 195 acre tract, conveyed in a Warranty Deed with Vendor's Lien, dated July 1, 1960, from W.F. Hathaway, Et Ux, to Olen W. Wiemers, Et Ux, as recorded In Volume 185, Page 163, Medina County Deed Records,

S 00°81' 36" W 647.34 feet, to a 3" pipe fence corner post, in concrete, found for the upper Southeast corner of this tract located 30.0 feet north of an existing fence and fenced lane,

THENCE, along a fence, being 30.0 feet north of an existing Wiemers fence,

S 89° 37' 00" W W 351.02 feet Record Call- 351.49 feet). to a 3" pipe fence corner, found for the interior corner of this tract, and of the original 20.625 acre tract, and from corner a 5/8" iron pin, found, N88°41' 00"W 30.25 feet,

THENCE: along a fence, and 30.0 feet from a Wiemers existing fenced lane,

S 00°11'32" E 553.24 feet, to a 5/8" iron pin, found under fence with plastic cap, stamped John Howard #4311, for the lower Southeast corner of this tract., and the Northeast corner of a 60 foot Private Road Easement, (Reserved for future Development as shown on the Greg Macias Subdivision Plat, as recorded in Volume 8, Page 42, Plat Records of Medina County.)

THENCE: with the south line of this tract, the common north line of lot 3, of the Greg Macias Subdivision, being 32.8 feet, north of and parallel with an existing 4 strand barbed wire, and the common north line of the 60 foot Private Road Easement;

S 89° 46'13" W 327.43 feet, to the POINT OF BEGINNING and containing 14.349 Acres of Land.

EXHIBIT "A"
Legal Description

A **81.152 acre** out of the Jose Alameda Survey No. 178 ½, Abstract 1187, and the Benoit Solms Survey No. 312, Abstract 1898, all of that certain 81.185 acres tract of land conveyed by gift deed to Sidney Craig Tschirhart and wife, Elizabeth Kay Tschirhart from Claybourn C. Tschirhart and wife, Marlene M. Tschirhart, dated 20 December, 1999 as recorded in Volume 365, Page 518 of the Official Public Records of Medina County, Texas (OPR), and being more particularly described by metes and bounds as follows:

BEGINNING at a 3 inch metal post for a wood fence on the south right-of-way line of Quihi-Castroville Road (County Road 4516) for the northwest corner of a 24.723 acre tract conveyed to Wayne Rodgers, et al, as recorded in Volume 749, Page 725, of the OPR, the northeast corner of the 81.185 acre tract, and the tract described herein;

THENCE: departing the south right-of-way line of Quihi-Castroville Road along and with the east line of the 81.185 acre tract and the west line of the 24.723 acre tract the following **(3)** three courses:

1. **S 00°53'04" E**, a distance of **200.44 feet** to a found 5/8" iron rod (FIR), for an angle point of the tract described herein,
2. **S 00°33'12" E**, a distance of **468.54 feet** to a FIR, for an angle point of the tract described herein, and
3. **S 00°16'29" W**, at a distance of 893.44 feet passing a FIR for the southwest corner of the 24.723 acre tract and the northwest corner of a 100.00 acre tract conveyed to Wayne Rodgers, et al, as recorded in Volume 749, Page 725, of the OPR for a total distance of **1681.00 feet** to a FIR on the west line of the 100.00 acre tract, for the northeast corner of a 52.191 acre tract conveyed to Chacon Creek Ranch, LLC as recorded in Document No. 2015002456 of the OPR, the southeast corner of the 81.185 acre tract, and the tract described herein, from which a post for a barbed wire fence bears, N 19°58'19" E, a distance of 0.44 feet;

THENCE: departing the west line of the 100.00 acre tract, along and with the north line of the 52.191 acre tract and the south line of the 81.185 acre tract the following **(2)** two courses:

1. **S 89°35'38" W**, a distance of **858.02 feet** to a FIR, for angle point of the tract described herein, and
2. **S 89°42'10" W**, a distance of **1148.83 feet** to a FIR, for the southeast corner of a 76 acre tract conveyed to David M Beck and wife, Jo Ann Beck as recorded in Volume 231, Page 655, of the Deed Records of Medina County, Texas, the southwest corner of the 81.185 acre tract, and the tract described herein;

THENCE: **N 00°24'25" W**, departing the north line of the 52.191 acre tract, along and with the easternmost line of the 76 acre tract and the westernmost line of the 81.185 acre tract, a distance of **965.85 feet** to a bent FIR on the south line of a 50 acre tract conveyed to Maurice Rihn, Jr and wife, Stephanie Rihn, as recorded in Volume 330, Page 412 of the OPR, for the most easterly northeast corner of the 76 acre tract, the west corner of the 81.185 acre tract, and the tract described herein;

This is a Pro Forma Policy furnished to or on behalf of the party proposed to be insured for discussion only. It does not reflect the present status of title and is not a commitment to insure the estate or interest as shown herein, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking issued on the appropriate forms of the Company.

EXHIBIT "A"

Legal Description

THENCE: N 89°57'23" E, along and with the south line of the 50 acre tract and a north line of the 81.185 acre tract, a distance of **1051.92 feet** to a FIR, for the southeast corner of the 50 acre tract, an interior corner of the 81.185 acre tract, and the tract described herein;

THENCE: N 00°24'12" E, along and with the east line of the 50 acre tract and the west line of the 81.185 acre tract, a distance of **1415.97 feet** to a FIR, for the northeast corner of the 50 acre tract, an interior corner of the 81.185 acre tract, and the tract described herein, from which a post for a barbed wire fence bears, N 50°13'54" E, a distance of 0.98 feet;

THENCE: N 87°00'44" W, along and with the north line of the 50 acre tract and a south line of the 81.185 acre tract, a distance of **223.51 feet** to a FIR on the north line of the 50 acre tract, for the southeast corner of Tract 2 of The Aelvoet Subdivision conveyed to Christine Trevino Willing as recorded in Document No. 2023001822 of the OPR, the westerly corner of the 81.185 acre tract, and the tract described herein;

THENCE: N 00°58'25" W, departing the north line of the 50 acre tract, along and with the east line Tract 2 and the northernmost west line of the 81.185 acre tract, a distance of **417.54 feet** to a 3 inch metal post on the south right-of-way line of Quihi-Castroville Road, for the northeast corner of Tract 2, the northwest corner of the 81.185 acre tract, and the tract described herein, from which a reference FIR for the northwest corner of Tract 2 and the northeast corner of Tract 1, The Aelvoet Subdivision bears, N 68°31'12" W, a distance of 394.07 feet;

THENCE: along and with the south right-of-way line of Quihi-Castroville Road and the north line of the 81.185 acre tract the following (2) two courses:

1. **S 69°11'04" E**, a distance of **774.62 feet** to a 6 inch cedar post (destroyed), for an angle point of the tract described herein, and
2. **S 69°10'01" E**, a distance of **490.54 feet** to the **POINT OF BEGINNING** and containing **81.152 acres** more or less, in Medina County, Texas and being described in accordance with a survey prepared by CED. Bearings are based on the Texas State Plane South Central Zone 4204, North American Datum of 1983 (NAD83).

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

This is a Pro Forma Policy furnished to or on behalf of the party proposed to be insured for discussion only. It does not reflect the present status of title and is not a commitment to insure the estate or interest as shown herein, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking issued on the appropriate forms of the Company.

EXHIBIT B

FORM OF PERSONAL PROPERTY PHASE CERTIFICATE

CyrusOne LP (the "Owner") or [a Permitted Occupant] hereby request the creation of a Personal Property Phase, as follows:

Initials

1. This request is submitted on or before April 15, [____]:
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 Personal Property"). Such Rendition utilizes Texas Comptroller Form 50-144.
3. The undersigned hereby requests that the Phase 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 _____, 202[____].
- 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____.

CyrusOne LP

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

CyrusOne LP

By: _____
Signature Position/Title

[Permitted Occupant(s)]

By: _____
Signature Position/Title

EXHIBIT D

FORM OF CONSTRUCTION COMMENCEMENT CERTIFICATE

CyrusOne LP (the “Company”) and [Permitted Occupants] hereby certify that:

- 1) Construction of the Improvements for Data Center [____] 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__.

CyrusOne LP

By: _____

Signature

Position/Title

[Permitted Occupant(s)]

By: _____

Signature

Position/Title

EXHIBIT E

FORM OF CONSTRUCTION COMPLETION CERTIFICATE

CyrusOne LP (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__.

CyrusOne LP

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 CyrusOne LP, a Maryland limited partnership (“*Company*”) and _____, a _____ (“*Permitted Occupant*”).

RECITALS:

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 November 3, 2025 (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.

AGREEMENT

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

1 Joinder to Tax Agreement. 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 Specific Commitments By Permitted Occupant. 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 Incentives. 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

4902-4836-3094 v.2

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

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 Miscellaneous. 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]

[CYRUSONE LP]

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				
9				
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33				
34				
35				
36				
37				
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

CyrusOne LP 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, and other key partners in the community to build a high-value, low-impact facility that will benefit the entire region. CyrusOne LP 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, CyrusOne LP will embark on a multipronged approach to community engagement:

Key Stakeholder Engagement Meetings: CyrusOne LP will work with Medina County Economic Development (GoMedina), and the greater SATX Regional Economic Partnership, to develop a list of key stakeholders to engage with directly. CyrusOne LP 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: CyrusOne LP 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: CyrusOne LP 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 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, CyrusOne LP 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 CyrusOne LP subject matter experts staffing each station to engage directly with open house attendees.

CyrusOne LP 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

CyrusOne LP (“Project Owner”) has completed the community focused activities as agreed to in the Community Engagement Agreement.

Project Owner hereby certifies that:

- 1) Project Owner engaged with members of the community to discuss Project Owner, the Project and responded to concerns the community shared.
- 2) Project Owner 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) Project Owner 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 ____.

CyrusOne LP

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.

CYRUSONE LP

By: _____

(Type name and title)

EXHIBIT K
CONSTRUCTION MANAGEMENT AGREEMENT

**Construction Management Agreement
Medina County, Texas**

This Construction Management Agreement ("**Agreement**") is entered into as of November 3, 2025 ("**Effective Date**") between County and Developer (each a "**Party**" and collectively the "**Parties**").

Certain Project Information

County	Medina County, Texas, a political subdivision of the State of Texas
County Notice Address	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 2 Commissioner 8366 FM 471 S Castroville, TX 78009 Phone: (830) 931-4000 Fax: (830) 931-4015 Email: larry.sittre@medinacountytexas.org <u>With a copy to:</u> Adam H. Hill Sheets & Crossfield, PLLC 309 E. Main Street Round Rock, Texas 78664 Phone: (512) 255-8877 Email: adam@scrrlaw.com
County Senior Representative	Larry Sittre Precinct 2 Commissioner 8366 FM 471 S Castroville, TX 78009 Email: larry.sittre@medinacountytexas.org
Developer	CyrusOne, LP
Developer Notice Address	CyrusOne, LP 2850 N. Harwood St. Dallas, Texas 75201

	Attention: Jeff Dorrill Email: jeff.dorrill@haynesboone.com
Developer Senior Representative	Jeff Dorrill Legal Counsel Email: jeff.dorrill@haynesboone.com
Project	Construction of certain Data Center Buildings and related improvements at the Site
Site	Approximately 244.3 acres of land located in Commissioner Precinct No. 2 of the County, as more particularly described in Exhibit A
Construction Hours	Monday – Saturday: 7am – 7pm Sunday: none
Chapter 312 Agreement	That certain Chapter 312 Agreement between Medina County, Texas and CyrusOne, LP, dated as of October 20, 2025.

1. **Purpose.** Developer intends to develop the Project at the Site, which is privately-owned land within the County. The development at the Site will occur with the construction of one or more Data Centers. County and Developer desire that the Project be developed by Developer in accordance with prudent construction management practices applicable in the County, including relating to community and stakeholder engagement and environmental management practices. As such, County and Developer desire to address certain issues relating to Developer's Construction at the Site as provided in this Agreement.
2. **Application.** This Agreement only applies to the Construction of each Data Center. This Agreement does not apply to any activities by Developer other than in connection with Construction of a Data Center or in respect of any activities by any Permitted Occupant or any party other than Developer or any Company Affiliate.
3. **Construction Hours.** During Construction of any Data Center, subject to the exceptions in this paragraph below, Developer will only use motorized and engine-driven construction equipment and machinery such as loaders, rock drills/crushers, graders, dozers, backhoes, cranes or hoists, concrete pumping trucks/mixers/vibrators (collectively, "**Construction Equipment**") at the Site during Construction Hours. Notwithstanding the foregoing provisions of this paragraph:
 - a. Developer may submit to County a request to use Construction Equipment at the Site outside of the Construction Hours, and the Parties will reasonably cooperate with each other to accommodate the request; provided Developer has the right, upon reasonable written notice to County and for no more than 60 days in the aggregate for each Data Center, to modify the Construction Hours by adding up to 3 additional hours per day Monday to Saturday (starting no earlier than 7am) and up to 8 hours per day on Sunday (starting no earlier than 8am). Developer will use reasonable efforts to plan and execute Construction to avoid or minimize any modifications to the Construction Hours. Nothing in this Section will prevent Developer from performing activities outside the Construction Hours to the extent and for the period required (i) to protect the health and safety of the community and personnel and prevent damage to equipment and materials, (ii) in the case of an emergency,

(iii) to maintain a public utility service, or (iv) in accordance with this Agreement, and Developer will provide County notice as soon as practical of all such work.

b. Concrete pouring may occur and is expected to occur at any time and during any day of the week.

c. Any work inside a building may occur at any time and during any day of the week.

4. **Site Plan Submittals.** As part of the Site plan submission to County, Developer will provide County the following studies:

4.1 traffic impact analysis of the areas affected by traffic generated by the Data Center;

5. **Developer Plans.** Developer will submit to County the following for the Data Center:

5.1 *Site Plan.* A site plan depicting improvements to the Site by Developer in connection with the Project with at least a 250-foot setback from property boundaries for all buildings.

5.2 *Site Logistics Plan.* A plan providing for the Site during construction activities: temporary storage areas for materials; Site access areas; Site trailer locations; on-Site parking locations and procedures; and overweight equipment delivery routes in the County;

5.3 *Dust Control Plan.* A plan describing the dust control and construction watering plans during mass grading activities to mitigate air-borne and fugitive dust resulting from Construction at the Site;

5.4 *Erosion and Sediment Control Plan.* A plan showing berms, landscaping, ponds, flood lines, silt fences and a description of the erosion, sediment control and a description of the storm water management practices to be implemented relating to Construction at the Site in compliance with all Texas Commission on Environmental Quality requirements; and

5.5 *Tree Preservation Survey.* Developer will cause a third-party to conduct a tree survey of the Site. The tree survey will identify the species, size, health and location of each tree on the Site. In a manner consistent with good environmental and development practices in the County, Developer will use reasonable efforts to preserve significant trees identified in the tree survey,

(collectively the “Developer Plans”).

Developer will meet with County (and, as applicable, the local Fire Department and other County departments) to review the Developer Plans and reasonably address County’s comments. Developer will use reasonable efforts to develop the Site in accordance with the Developer Plans and will update County regarding the implementation of Developer Plans in accordance with Section 7.

a.

6. **Monitoring and Reporting.** Starting after Commencement of Construction and ending upon Completion of Construction for each Data Center, Developer will provide County with a written report on a semi-annual basis (each a "**Semi-Annual Report**") describing:

- a. any updates to any Developer Plan since the last Semi-Annual Report;
- b. a summary of any modifications to the Construction Hours in the prior quarter allowed or agreed pursuant to Section 3;
- c. any material deviations from the Developer Plans during performance of the on-Site work during the prior quarter and Developer's plan to remedy the deviation;
- d. a summary of Community Concerns and the actions taken or proposed by Developer to resolve the Community Concerns; and
- e. any items reasonably requested by County to be included in the Quarterly Report relating to the Agreement.

If requested by either Party, Developer and County will meet virtually to discuss each Quarterly Report within 7 days of the date it is received by County. The representative(s) of Developer at each meeting will be knowledgeable about the contents of the Quarterly Report. The Parties will discuss and agree any follow-up actions by either Party.

7. **Community Engagement.** Developer will maintain a website for members of the community to submit complaints or concerns relating to the Construction of a Data Center (each a "**Community Concern**"). The Parties will cooperate with each other to address each unresolved Community Concern to the extent practicable.
8. **Escalation.** Within 10 days of either Party's request to escalate an issue relating to the Agreement, the County Senior Representative and Developer Senior Representative identified in the Certain Project Information will meet virtually and in good faith attempt to resolve the issue reasonably, expeditiously, and in accordance with the intention of the Parties as expressed in the Agreement. Each Party will notify the other in accordance with Section 15 of a change in the Party's Senior Representative.
9. **Damages.** Neither Party will be liable to the other for any indirect, consequential or punitive damages in connection with this Agreement.
10. **Entire Agreement; Modifications; Term.** The Agreement constitutes the entire, final and exclusive agreement between County and Developer regarding this subject matter. Any modification to the Agreement must be in a writing signed by each Party. This Agreement will terminate upon termination of the Chapter 312 Agreement.

11. **Assignment.** The Agreement may only be assigned upon the written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed, except that Developer may assign, pledge and encumber the Agreement to the same extent Developer can do so under the Chapter 312 Agreement.
12. **Governing Laws.** This Agreement will be governed by the laws of the State of Texas, excluding its conflicts of law provisions. Developer irrevocably consents to the venue and jurisdiction of the state and federal courts in Medina County, Texas to resolve any disputes arising from this Agreement.
13. **Notice.** The Parties will provide all legal notices in connection with the Agreement in writing to the addresses (including e-mail addresses and the other Party's Senior Representative) identified in the Certain Project Information above, which may only be changed by a Party with 15 days' written notice to the other Party.
14. **Miscellaneous.** Unless the context provides otherwise, all references to "include" and its derivatives are not limiting and days means calendar days. If one or more provisions of the Agreement are deemed unenforceable, those provisions will be deemed modified to the extent necessary for them to be enforceable and, if they cannot be saved, severable from the Agreement. The Agreement does not create any third-party beneficiary rights.
15. **Definitions**
 - 17.1 **"Building"** has the meaning in the Chapter 312 Agreement.
 - 17.2 **"Commencement of Construction"** has the meaning in the Chapter 312 Agreement.
 - 17.3 **"Community Concern"** has the meaning in Section 7.
 - 17.4 **"Company Affiliate"** has the meaning in the Chapter 312 Agreement.
 - 17.5 **"Completion of Construction"** has the meaning in the Chapter 312 Agreement.
 - 17.6 **"Construction"** has the meaning in the Chapter 312 Agreement.
 - 17.7 **"Construction Equipment"** has the meaning in Section 3.
 - 17.8 **"Data Center"** has the meaning in the Chapter 312 Agreement.
 - 17.9 **"Developer Plans"** has the meaning in Section 5.
 - 17.10 **"Permitted Occupant"** has the meaning in the Chapter 312 Agreement.
 - 17.11 **"Semi-Annual Report"** has the meaning in Section 6.

[Signature Page Follows]

The Parties have signed the Agreement as of the Effective Date.

Medina County, Texas,
as County

By: [Signature]
Name: Keith Hutz
Title: County Judge



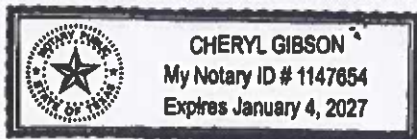
CyrusOne, LP,
as Developer

By: [Signature]
Name: John Hatem
Title: President

STATE OF Texas, Dallas COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22 day of October, 2025, before me, the subscriber, a Notary Public of the State of Texas, personally appeared John Hatem, who is either known to me (or satisfactorily proven) to be the President of CyrusOne LP (the Developer), and that they executed the same on behalf of Developer for the purposes herein contained.

WITNESS my hand and Notarial Seal.



[Signature]
Notary Public

My Commission Expires: