CHAPTER 312 AGREEMENT
BETWEEN
BORDEN COUNTY, TEXAS AND BORDEN COUNTY DC, LLC

This Chapter 312 Agreement (this *"**Agreement**"*) is entered into by and between Borden County, Texas, a political subdivision of the State of Texas (the *"**County**"*), and Borden County DC, LLC, (the *"**Company**"*), pursuant to the Constitution and general laws of the State of Texas including Chapter 312, as amended, Texas Tax Code. The County and the Company are referred to herein, individually, as a *"**Party**"* and, collectively, as the *"**Parties.**"* This Agreement is effective as of the date of the last signature hereto (the "***Effective Date***").

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 987.337 acres of land located in Commissioner Precinct No. 1 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 (the "***Project***"); 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 Borden County Tax Abatement Guidelines and Criteria ("***Guidelines and Criteria***") consistent with Section 312.002 of the Texas Tax Code on May 27, 2025; and

WHEREAS, to support the authorization and the execution of this Agreement, the County has heretofore created the ***Borden County DC Reinvestment Zone***, Borden County, Texas (the *"**Reinvestment Zone**"*), whose boundaries are coterminous with the Property; and

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

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

I. DEFINITIONS

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

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

(a) "***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.

(b) "***Abatement Period***" means the ten-year periods defined herein for any Data Center Phase.

(c) "***Act***" means the Property Redevelopment and Tax Abatement Act, Chapter 312, as amended, Texas Tax Code.

(d) "***Assessed Value***" means the value, as determined on an annual basis by the Borden County Appraisal District for purposes of ad valorem taxation, of any of the Property, Improvements thereon and Personal Property located thereon or therein that is owned by the Company or a Permitted Occupant and subject to ad valorem taxation under applicable Texas law.

(e) "***Authorizing Order***" means County Order No. __________ adopted by the Court on January 27, 2026, 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.

(f) "***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 ninety (90) days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) the Company shall 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.

(g) "***Battery Facility Project***" means improvements including, but not limited to, a Battery Energy Storage System (BESS), concrete foundations, inverters and transformers, foundations, containers, cabling, collection lines, and collection station, energy storage cooling systems, fire suppression systems, interconnection facilities, for the purpose of storing electricity generated, in whole or in part, on the Property.

(h) "***Commencement of Construction***" means the commencement of construction of real estate Improvements within a Data Center Phase as evidenced by the delivery to the County of a Construction Commencement Certificate.

(i) "***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.

(j) "***Completion of Construction***" means substantial completion of Construction of the real property Improvements for Data Center Phase, as evidenced by delivery to the County of a Construction Completion Certificate.

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

(l) "***Construction Commencement Certificate***" means a certificate indicating Commencement of Construction of a Data Center Phase, in substantially the form attached hereto as **Exhibit B.**

(m) "***Construction Completion Certificate***" means a certificate indicating Completion of Construction of a Data Center Phase, in substantially the form attached hereto as **Exhibit D**.

(n) "***County Tax Rate***" means all of the annual ad valorem tax rates adopted by the Court for general maintenance and operating purposes and ad valorem tax levied for payment of debt service (also known as the interest and sinking fund tax).

(o) "***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.

(p) "***Court***" means the County Commissioners Court.

(q) *"Data Center"* means the buildings (modular or otherwise) and their 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 physically sited within the Property and associated with a Phase.

(r) ***"Data Center Phase"*** means a Data Center and the area on which the Data Center is or will be sited, as identified by the Company through a survey depiction and legal description. A Data Center Phase includes a Real Property Phase and one or more Personal Property Phases.

(s) *"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, supply chain disruption, customs embargos, port closures, strikes or labor disputes, 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.

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

(u) *"Joinder Agreement"* means a completed and executed Joinder Agreement in substantially the form attached hereto as Exhibit E.

(v) *"Minimum Jobs Requirement"* means an aggregate of forty (40) full -time equivalent positions, which may include direct employees or long-term on-site contractors maintained by any one or combination of the Company, a Company Affiliate, a tenant of the Company or a Company Affiliate, a Tenant Affiliate and/or a Permitted Occupant attributable and performed at the Project Site and compensated at a monetary level at least equal to the Minimum Salary.

(w) *"Minimum Salary"* means an annual salary greater than 120 percent of the County average weekly wage for all jobs during the most recent four quarterly periods for which data is available, as computed by the Texas Workforce Commission, at the time the job is created.

(x) *"Notification of Abatement Commencement Certificate"* means a certificate indicating Commencement of Abatement of Phase 1, in substantially the form attached hereto as Exhibit F.

(y) *"Permitted Occupant"* means each of Company's Affiliates, tenants of Company or Company Affiliates, Tenant Affiliates, on site operators occupying and/or operating all or a portion of the Project, and any other entity owning real property, Improvements, and/or Personal Property within the Reinvestment Zone who signs and delivers to the County a Joinder Agreement.

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

(aa) *"**Personal Property Phase**"* shall mean and include the Personal Property described and rendered in a Personal Property Phase Certificate, which shall only include Personal Property associated with a single Data Center Phase.

(bb) *"**Personal Property Phase Certificate**"* means a certificate in the form attached hereto as Exhibit H.

(cc) *"**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.

(dd) *"**Project**"* means the development of one or more Data Centers in up to five (5) individual Real Property Phases and up to fifteen (15) Personal Property Phases on the Property.

(ee) *"**Real Property Phase 1**"* means the Improvements physically sited within the land described in Exhibit A-1, which shall be a survey depiction and legal description of the area within which Data Center Phase 1 shall be sited, as provided by Section 3.05.

(ff) *"**Real Property Phase 2, 3, 4, or 5**"* means the Improvements physically sited within the land described in Exhibit A-2, Exhibit A-3, Exhibit A-4, and A-5, which shall be a survey depiction and legal description of the area within which the respective Data Center Phase shall be sited, as provided by Section 3.05.

(gg) *"**Real Property Phase Description Certificate**"* means a certificate in the form attached hereto as Exhibit G.

(hh) *"**State**"* means the State of Texas.

(ii) "***Solar Project***" means improvements, including, but not limited to, fixed machinery, equipment and process units that may consist of solar panels, substations and switching stations, underground and overhead electrical distribution and transmission facilities, transformers, appurtenant electric equipment, communication cable, and data collection facilities to be installed, added, upgraded, or used on the Property and located in the County for the purpose of generating electricity for sale in one or more commercial markets.

(jj) *"**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.

(kk) *"**Tenant Affiliate**"* shall mean any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with a tenant of the Company or a Company Affiliate. 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

(ll) *"**Termination Date**"* means December 31 of the fifth calendar year following the final year of abatement under this Agreement, unless terminated earlier, as provided herein. The Company may elect to terminate this Agreement for any reason, and without liability, prior to December 31, 2029, by so notifying the County in writing of such election at least thirty (30) days prior thereto.

II. AUTHORITY AND TERM

2.01 Authority. This Agreement is authorized and governed by the Act, the Authorizing Order and the Guidelines and Criteria. The Authorizing Order and Guidelines and Criteria were both adopted within two years prior to the Effective Date of this Agreement. The Court has determined that the terms of this Agreement and the Property meet the Guidelines and Criteria, or to the extent of any inconsistency with the Guidelines and Criteria, the Court has determined, in its discretion and in accordance with Texas Tax Code Section 312.002(d), that his Agreement should be entered into notwithstanding any such inconsistency. This Agreement has been adopted in accordance with all applicable notice and hearing requirements of the Act. The Company enters into this Agreement pursuant to its general corporate powers.

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

III. COMPANY COMMITMENTS

3.01 General. The Company along with one or more Permitted Occupants plan to develop upon the Property, sequentially, at least one (1) but not more than five (5) Data Center Phases and to continuously operate and maintain each Data Center for at least fifteen (15) years following the beginning of the Abatement Period for such Data Center Phase; provided however, that operations may be temporarily suspended with respect to the replacement of an occupant or tenant; safety inspections or upgrades, equipment replacements, major repairs, or similar.

3.02 Parties Fulfilling Commitments. Any of the Company's commitments under this Agreement may be fulfilled by any one or any combination of the Company, Company Affiliates, tenants of Company or a Company Affiliate, Tenant Affiliates, contractors, subcontractors, and/or Permitted Occupants. For the avoidance of doubt, all jobs and investments in the Project shall count toward the Company's Minimum Job Requirements and minimum investment without regard to the identity of the entity creating and maintaining the job or making the investment and any required reports or certifications related to the Project that would be satisfactory if submitted by the Company shall fulfill the Company's obligations under this Agreement if completed by another entity with an interest in the Project. This provision does not relieve the Company of the ultimate responsibility for ensuring that all of its commitments under this Agreement are fulfilled in their entirety.

3.03 Company Commitments. The Company hereby promises, represents, warrants, and commits to the County that the Company, a Company Affiliate, a tenant of Company or a Company Affiliate, a Tenant Affiliate, a contractor, subcontractor, and/or Permitted Occupant or any combination thereof will do or cause to be done each of the following:

(a) Invest at least ***$1,000,000,000*** in the first Data Center Phase and at least ***$500,000,000*** in each subsequent Data Center Phase in Real Property, Improvements and Personal Property;

(b) Pay to the County:

(i) by January 31st of each year in which a tax abatement is in effect, an annual PILOT payment in an amount ***no less than the greater of*** (i) ***$1,400,000*** **per Real Property Phase,** except that if at least three Real Property Phases have not been Placed in Service by January 1 of the fifth year of the Abatement Period for Real Property Phase 1, the minimum PILOT for all Real Property Phases for which a tax abatement is then in effect combined shall increase to ***$2,400,000***; or (ii) ***15%*** of the County Taxes that would, but for the tax abatement provided by this Agreement, be applicable to the taxable value of the Real Property, Improvements and Personal Property within the Reinvestment Zone that is then subject to an abatement; and

(ii) ***$720,000*** per year for the provision of new emergency services, which may in the County's sole discretion include hiring one or more sheriff deputies and/or placing an ambulance into service, payable upon the Commencement of Construction for Real Property Phase 1 and then annually on or before each anniversary of the Commencement of Construction for Real Property Phase 1 until the end of the Abatement Period for the final Data Center Phase.

For the avoidance of doubt, in each year beginning with the fifth year of the Abatement Period for Real Property Phase 1 and ending with the tenth year of the Abatement Period for the Real Property Phase 2, the total combined amount of the PILOT and the payment for emergency services that the County will receive shall be no less than ***$3,120,000*** per year.

(c) Meet the Minimum Jobs Requirement by the fifth (5^{th}) anniversary of the Commencement of Construction for Real Property Phase 1;

(d) Deliver to the County:

(i) a completed Phase Description Certificate, including a survey depiction and legal description for the area in which the Data Center Phase will be located, for Real Property Phase 1 within eighteen (18) months of the Effective Date;

(ii) a completed Construction Commencement Certificate for Real Property Phase 1 within thirty (30) months of the Effective Date;

(iii) a Phase Description Certificate, including a survey depiction and legal description of the area within which the Data Center Phase will be located, prior to the Commencement of Construction of any subsequent Real Property Phase;

(iv) a completed Construction Commencement Certificate for each subsequent Real Property Phase not less than thirty (30) days before or more than thirty (30) days after Commencement of Construction of each subsequent Real Property Phase;

(iv) a completed Construction Commencement Certificate for the final Real Property Phase no more than ten (10) years after the effective date;

(v) a Construction Completion Certificate before January 1^{st} of the first year of the Abatement Period for each Real Property Phase;

(v) a Personal Property Phase Certificate for each Personal Property Phase within thirty (30) days of beginning development of such Personal Property Phase;

(vi) a Notification of Abatement Commencement Certificate before January 1^{st} of the first year of the Abatement Period for each Personal Property Phase; and

(vi) a Phase Description Certificate for the final Personal Property Phase no more than one year after the Construction Completion Certificate for the final Real Property Phase is delivered to the County.

Failure to meet any of the commitments with respect to one Data Center Phase shall not exclude the other Data Center Phases from participation in financial incentives otherwise available under this Agreement.

3.04 Company Commitments Relative to Development of all Data Center Phases. The Company hereby agrees, promises, represents, warrants, and covenants that, if developed, the following conditions shall apply to all Data Center Phases:

(a) The Company and its contractors shall use reasonable commercial efforts to maximize their use of Borden County labor and services and supplies to be purchased from Borden County businesses in the course of construction and operation of the Project, as is further described in the Local Goods and Services Plan attached to this Agreement as Exhibit C;

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

(c) The Data Centers will use an advanced closed loop cooling system and harvest rainwater for applicable uses, thereby reducing water usage. Company will undertake commercially reasonable efforts to limit potable water consumption at the Data Centers to employee use in restroom and kitchen facilities. Company will use commercially reasonable efforts to minimize water usage. During construction, Company intends to use water from private wells. Once completed, Company anticipates that the Data Centers will use 4,000 gallons daily (using internal cooling system to limit water use) per phase. Developer will use commercially reasonable efforts to seek alternative water sources, including effluent water or other water from municipalities and water collection.

(f) Following Completion of Construction of a Data Center Phase, and after the Data Center Phase is Placed in Service, the Data Center Phase shall remain in place and operational, to the extent commercially reasonable, and subject to shutdown periods for equipment repair, replacement, repower, or other commercially reasonable purposes, until at least fifteen (15) years after the date the Construction Completion Certificate for the Data Center Phase was delivered to the County; and

3.05 Creation of Personal Property Phases. Company and Permitted Occupants shall have the right to create up to three Personal Property Phases in connection with each Real Property Phase by delivering to the County a Personal Property Phase Certificate. For example, if five Real Property Phases are created, and Company and two Permitted Occupants each create one Personal Property Phase for each of the Real Property Phases, there would exist a total of fifteen (15) Personal Property Phases. Each Personal Property Phase (up to a maximum of fifteen (15) phases) shall be numbered by reference to the Real Property Phase and lettered in the order in which it is created. For example, if Company creates a Personal Property Phase in connection with Real Property Phase 2, and a Permitted Occupant subsequently creates a Personal Property Phase in connection with Real Property Phase 2, then the Company's Personal Property Phase would be Personal Property Phase 2A and the Permitted Occupant's Personal Property Phase would be Personal Property Phase 2B. The Personal Property described in each Personal Property Phase Certificate shall be entitled to abatement as provided for Sections 4.02 and 4.03, but no item of

Personal Property shall be included in more than one Personal Property Phase Certificate and no item of Personal Property shall be entitled to Abatement for more than ten (10) years.

3.06 Community Engagement. Within two years after the Company has submitted the Construction Completion Certificate for Data Center Phase 1, the Company shall work with Borden County officials and educators to provide workforce training for the jobs to be created at the Data Centers enabling Borden County residents to get jobs at the Data Center.

3.07 Payment of Taxes. The Company and each Permitted Occupant shall pay and discharge or cause to be paid and discharged promptly all Taxes owed by the Company or Permitted Occupant 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. No Abatement shall apply to property to be included within a Phase prior to the beginning of the Phase under this Agreement.

3.08 Road and Bridge Maintenance. During construction of the Improvements, Company agrees to use commercially reasonable efforts to minimize the disruption to County roads (for purposes of this paragraph, the term "roads" includes, without limitation, all adjacent ditches and rights-of-way), culverts, and bridges and agrees to repair any damage caused to County roads, culverts, or bridges by Company or its agents. After construction, Company will leave such County roads, culverts, and bridges in a state of equal or better condition than they were in prior to construction, excepting normal wear and tear. Any upgrade or requirement to upgrade any road, culvert, or bridge used or necessary for Company's operations will be borne solely by Company. After construction, the County will only be responsible for the normal routine maintenance of the County roads, culverts, and bridges, and Company will be responsible for any extraordinary repair or maintenance of County roads, culverts, and/or bridges that becomes necessary or appropriate due to the use of such roads, culverts, and bridges by Company or its agents. All repairs, maintenance, replacements, and upgrades will be made in accordance with County standards and specifications, and Company will only use such materials in repairing, maintaining, replacing, and upgrading County roads, culverts, and bridges as are acceptable to the County, in the County's sole discretion.

3.09 Property Maintenance. Company shall maintain the Property reasonably free from accumulation of debris, waste material, rubbish, tumbleweeds, and noxious weeds. Company shall always maintain a buffer zone of at least two hundred fifty (250) feet between any Data Center and the boundary lines of the Reinvestment Zone. Company agrees and hereby covenants that no data center buildings will be built in the buffer zones. Company shall plant trees or other vegetation along the line of the buffer zone, as approved by the County.

3.10 Noise. Company shall use reasonable efforts to keep sound emissions from the Improvements to a minimum. If the County determines that Company is making, continuing, or causing to be made or continued noise that alone measures above 70 decibels at a distance of 250 feet outside the boundary of the reinvestment zone, and that substantially interferes with the comfortable enjoyment of persons of ordinary sensibilities, the County shall provide notice to Company in accordance with this Agreement, and Company shall have five (5) business days to remedy the issue. If after the five-business day cure period Company has not taken reasonable steps to lower the noise level below 70 decibels, the Parties agree that Company will pay to County $500.00 per each day the excessive noise is not remediated, to be paid on or within fourteen (14) days after County presents an invoice to Company. It is expressly stipulated that an event governed by this section does not constitute an event of default under Article VI of this Agreement.

3.11 **Exclusions from Project**. Notwithstanding anything herein to the contrary and for the avoidance of confusion, a Battery Facility Project and/or Solar Project are specifically excluded from this Project, Agreement, and Abatement.

IV. ECONOMIC DEVELOPMENT INCENTIVE

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

4.02 Real Property Phase Abatement. Tax abatement for real property and Improvements in each Real Property Phase 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 Real Property Phase and complied with the terms of this Agreement and (ii) for the following nine (9) calendar years. The percentage of the abatement shall be ***100%*** of County Taxes for the real property and Improvements in Real Property Phase 1. After the Abatement Period expires for each Real Property Phase, the full value of the Real Property and Improvements for such Real Property Phase shall be included on the tax roll and assessed in accordance with applicable laws.

4.03 Personal Property Phase Abatements. Tax abatement for each Personal Property Phase shall be granted (i) beginning on January 1 of the calendar year Company or a Permitted Occupant has submitted a Personal Property Phase Certificate to the County and complied with the terms of this Agreement, and (ii) for the following nine (9) calendar years. The percentage of the abatement for each Personal Property Phase shall be ***100%*** of County Taxes for the Personal Property described in each Personal Property Phase Certificate. For clarity and avoidance of doubt, the Abatement shall apply to all Personal Property described in a Personal Property Phase Certificate, even if such Personal Property is acquired after an Abatement Period commences. No tax abatement period may be extended longer than ten (10) years, and no item of Personal Property shall be entitled to a tax abatement after the ten (10) year period ends. After the Abatement Period expires for each Personal Property Phase, the full value of the Personal Property for such Phase shall be included on the tax roll and assessed in accordance with applicable laws.

4.04 Tax Valuations. All valuations shall be determined by the Borden County Appraisal District as of January 1st of each year. 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 Borden County Appraisal District pursuant to Chapter 22 of the Texas Tax Code and (ii) the County.

4.05 Base Year. As required by Section 312.204(a) of the Act, it is the intent of the County and the Company to abate County Taxes only on the value of Improvements or Personal Property that is in excess of the value attributed by Borden County Appraisal District on January 1, 2026. The Parties acknowledge that on January 1, 2026, there were no Improvements or Personal Property on the Property.

4.06 Ten Year Limitation on Phase Start Date. County and Company agree and acknowledge 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 or a Permitted Occupant fails to qualify for abatement during one (1) or more years of the abatement period, and no Improvements or item of Personal Property shall be granted abatement in excess of ten (10) years.

4.07 Terms Apply Independently to Phases. All terms, conditions and obligations of this Agreement shall fully apply to each Real Property and each Personal Property Phase independently. By way of example and for the avoidance of doubt, in the event of a default with respect to Real Property Phase 3, such default would have no impact on the abatement or Company's obligations with respect to Real Property Phase 1. Similarly, a default with respect to Personal Property Phase 3A will have no impact on the abatement for Personal Property Phase 3B.

4.08 Permitted Occupant Participation by Joinder. Any Permitted Occupant desiring to receive abatements may do so, prospectively, by becoming bound by all of the terms and certifications (expressly including, without limitation, those in Section 7.3 of this Agreement) by executing and delivering to the County a copy of the Joinder Agreement.

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

4.010 Inspection Rights. Employees or designated representatives of the County will have access to the Property during the term of this Agreement to inspect that any Improvements and repairs are being made and the terms and conditions of this Agreement are being met. All inspections: (a) will be made during normal business hours; (b) will occur after at least five business days advance notice; (c) will be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Data Center Campus; and (d) the County's inspector shall follow Company's written safety and security policies and (e) will agree to commercially reasonable nondisclosure requirements with respect to proprietary information.

4.011 Annual Compliance Certification. Company shall annually, on or before ***April 30*** of each year after the Effective Date and throughout the Term, certify to the County that it is in compliance with the terms of this Agreement as of January 1st of that year using the form in

Exhibit I. After approval of any form by the County, a copy shall be sent to Borden Central Appraisal District by the County.

4.012 Provision of Statutory Exemption Application to Appraisal District. In addition to the Annual Compliance Certification provided to the County, State law requires as a prerequisite to receiving a tax abatement that the property owner complete and submit an exemption application to the Borden 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.

V. ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS

5.01 Assignment. 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 or Permitted Occupants with advance written notice to, but not consent by the County, though continued receipt of an Abatement is conditioned on compliance with the terms of this Agreement (regardless of who is entitled to receive the abatement). Assignment to persons that are not Company Affiliates or Permitted Occupants are subject to County's advance written consent, which consent shall not be unreasonably withheld. Any (i) Company assignee of any of the rights, duties, and obligations hereunder; or (ii) any Permitted Occupant shall execute the Joinder Agreement and deliver same to County and be bound by all of the terms of this Agreement. The parties hereto agree that a transfer of ownership interest in Company to a third party shall not be considered an assignment under the terms of this Agreement. For the avoidance of doubt, any merger, consolidation, internal reorganization, or change in ownership of the Company or a Permitted Occupant (in each case) that does not result in a transfer of the Project or the abatements to a non-Company Affiliate shall not be deemed an assignment requiring County consent.

Company or a Permitted Occupant may, without obtaining the County's consent, mortgage, pledge, or otherwise encumber its interest in this Agreement or the Project and Improvements to one or more financiers, investors, and/or lenders (each, a "***Lender***") for the purpose of financing the operations of the Improvements or constructing the Improvements or acquiring additional equipment. In the event Company or a Permitted Occupant takes any of the actions permitted by this subparagraph, it may provide written notice of such action to the County with such notice to include the name and notice information of the Lender. The County agrees to reasonably cooperate with Company or the Permitted Occupant and the applicable Lender in the execution of any financing consents, estoppels or amendments requested by the Lenders as a condition of their financing.

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) In the absence of a Force Majeure Event, 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 that, in the reasonable judgment of the County makes, unlikely or impossible the continued performance by the Company of its rights, duties, and obligations under this Agreement.

(d) Notwithstanding anything to the contrary herein, failure to satisfy the Minimum Jobs Requirement in any particular year shall not constitute an Event of Default, provided that the Company cures such deficiency within six (6) months after receipt of written notice from the County.

6.02 Force Majeure. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty (20) business days after Company's knowledge of the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected party.

6.03 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) days of such discovery, provide notice thereof 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 sixty (60) days from receipt of notice to cure the Event of Default. If the nature of the Event of Default is such that it cannot reasonably be cured within the sixty (60) day period, the commencement of the cure within the sixty (60) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

6.04 Remedies Upon Occurrence and Continuation of Event of Default; Enforcement. Upon the occurrence of any Event of Default and (in accordance with Section 6.01 hereof) the expiration of any applicable notice and cure period where the Company or a Permitted Occupant is the defaulting Party, the County shall have available to it all remedies provided at law or in equity against the defaulting Party, including without limitation, specific performance and termination of this Agreement and recapture of property tax revenue (i) lost as a result of this Agreement if the defaulting Party fails to make Improvements required by this Agreement; or (ii) abated with respect to the defaulting Party during the pendency of the uncured breach by the defaulting Party.

6.05 County Event of Default. 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.

6.06 No Waiver. Failure of any Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

6.07 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, the Company and the County intend to cooperate in the defense of such suit or claim, and to use their respective reasonable best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. 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.

6.08 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:

Borden County Judge
117 East Wasson
Gail, Texas 79738
Phone: (806) 756-4391
Email:__________________

With a copy to:

Underwood Law Firm, P.C.
Attention: Bryan J. Guymon
120 W Kingsmill, Suite 505
Pampa, Texas 79065

Phone: (806) 669-6851Email: Bryan.Guymon@uwlaw.com

Any notice mailed to the Company shall be addressed:

Borden County DC, LLC
Attention: __________
3 Lagoon Drive, Suite 280
Redwood City, California 94065
Phone: (609) 578-2972
Email: _________

With a copy to:

Jackson Walker LLP
Attention: Alison Andrews
100 Congress Ave., Ste. 1100
Austin, Texas 78701
Phone: (512) 236-2066
aandrews@jw.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 represents that it and its successors, Company Affiliates, or Permitted Occupants or permitted assigns have or will each have a taxable interest in the Improvements or Personal Property to be placed on the Property. Further, construction of the proposed Improvements will be performed by the Company and its respective Company Affiliates, Permitted Occupants, successors or permitted assigns and/or its contractors and/or subcontractors. Further, the Company and its respective Affiliates, and Permitted Occupants each represents that use of the Improvements and the Personal Property within the Reinvestment Zone will be consistent with the general purpose of encouraging development or redevelopment of the area during the Term of this Agreement.

(d) The Company acknowledges and agrees that, pursuant to Texas law, this Agreement, any applications related to this Agreement, Annual Compliance Certifications, 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 certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the County notifies the Company of the violation.

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

i. The Company represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts 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 AGREES TO INDEMNIFY, DEFEND, AND HOLD THE COUNTY, EACH OF ITS ELECTED OFFICIALS, THE COURT, ALL OF ITS SERVANTS, OFFICIALS, REPRESENTATIVES, AGENTS, AND EMPLOYEES,

ANY PERSON OR LEGAL ENTITY DESIGNATED BY THE COUNTY TO PERFORM ANY FUNCTION REQUIRED UNDER THE GUIDELINES, UNDER THE TAX ABATEMENT APPLICATION, OR BY THE TERMS OF THIS AGREEMENT, AND THE APPRAISAL DISTRICT, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "**INDEMNITEES**") HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS, ACTIONS, CAUSES OF ACTION, AND ATTORNEYS' FEES INCURRED BY OR ALLEGED AGAINST THE INDEMNITEES ("**CLAIMS**") ARISING FROM OR IN ANY WAY RELATING TO THE TAX ABATEMENT APPLICATION, THE TERMS, COVENANTS, AND CONDITIONS CONTAINED IN THIS AGREEMENT, AND THE ACTIONS CONTEMPLATED BY THIS AGREEMENT; PROVIDED, COMPANY SHALL NOT BE RESPONSIBLE TO INDEMNIFY THE INDEMNITEES FOR CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE INDEMNITEES. THIS PROVISION DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE INDEMNITEES UNDER TEXAS LAW, NOR DOES THIS PROVISION WAIVE ANY DEFENSE OF ANY PARTY UNDER TEXAS LAW.

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 Governing Law. 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. 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.

9.04 Termination or Amendment by Agreement. This Agreement may only be terminated prior to the Termination Date or its terms amended by mutual written consent of the Parties.

9.05 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.

9.06 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.

9.07 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.

9.08 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.

9.09 Reimbursement of Expenses. Within thirty (30) days of the date of receipt of an invoice, Company agrees to reimburse the County for or pay directly to the County's attorneys, as applicable, the reasonable and necessary attorney's fees and expenses incurred, directly or indirectly, by the County in connection with the negotiation and formalization of the Abatement and this Agreement in an amount not to exceed Sixty Thousand Dollars ($60,000.00).

9.010 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.

[*Signatures follow.*]

IN WITNESS HEREOF, the Parties hereto have caused this instrument to be duly executed this day _____ of ____________, 2026.

Borden COUNTY, TEXAS

By: _______________________________
County Judge

Borden County DC, LLC

By: _______________________________
Name: _____________________
Title: _____________________

SCHEDULE I

SCHEDULE I

INDEX TO EXHIBITS

EXHIBIT A

REINVESTMENT ZONE PROPERTY DESCRIPTION

Borden County DC Reinvestment Zone is comprised of the following description. In the event of discrepancy between this Exhibit "A" and the attached map, the description shall control.

Map Shading	Size	Description
White	234 acres	Parcel 1: That part of the Western Half (W/2) of Section 19, Block 31, Township 5 North, T & P Railroad Co., Abstact 266, in Borden County, Texas. APN: 1397 Parcel 2: That portion of land lying North of Hwy 180 in Section 30, Block 31, Township 5 North, T & P Railroad Co., Abstact 1164, in Borden County, Texas. APN: 2566
Red	581.77 acres	That portion of Section 24, Block 32, T-5-N, Abstract No. 830, T&P Ry. Co. Survey, Borden County, Texas, lying north of US Highway 180, containing 581.77 acres, more or less.
Green	13.224 acres	**LEGAL DESCRIPTION:** BEING 13.224 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF SECTION 24, ABSTRACT NO. 1211, BLOCK 32, T-5-N, T&P RR CO SURVEY IN BORDEN COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JUNO DC, LLC, BY DEED RECORDED AS DOCUMENT No. 2025-1545 OF THE OFFICIAL PUBLIC RECORDS OF BORDEN COUNTY, TEXAS,· SAID 13.224 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF SURVEYING AND MAPPING, LLC (SAM) IN DECEMBER, 2025: **BEGINNING** at a point (grid coordinates N: 6980251.16, E: 1026635. 78) at a common line of Section 23, Abstract No. 330 of said Block 32 and said Section 24 for the northeast corner of that certain 155.652 acre proposed gen-tie easement previously surveyed by Surveying And Mapping, LLC, and the northwest corner hereof and from which a 2 inch iron pipe fence corner found bears North 74°74'47" East a distance of 530735 feet and a concrete monument bears South 20°00'57" East a distance of 4022.63 feet; **THENCE** crossing said Section 24 the following six (6) courses:

		1. North 75°30'55" East a distance of 224.34 feet to a point for a corner hereof; 2. South 42°06'50" East a distance of 2288.86 feet to the north line of a proposed substation site and a point for the northeast corner hereof; 3. South 90°00'00" West a distance of 180.12 feet along said north line of a proposed substation tract to a point for a corner hereof; 4. South 00°00'00'" West a distance of 173. 55 feet along the west line of said proposed substation site to a point for the southeast corner hereof; 5. North 42°06'50" West a distance of 2145.49 feet to a point for a corner hereof; 6. South 75°30'55" West a distance of 74.64 to a point in said common line of Section 23 and Section 24 for the southeast corner of said 155.652 acre proposed gen-tie easement and the southwest corner hereof; **THENCE** North 14°06'49" West a distance of 250.01 feet along said common line of said Section 23 and Section 24 and along the east line of said 155.652 acre proposed gen-tie easement to the **POINT OF BEGINNING** and containing 13.224 acres of land, more or less.
Green	155.652 acres	**LEGAL DESCRIPTION:** BEING 155.652 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF SECTION 8, ABSTRACT 1317; SECTION 9, ABSTRACT 323; SECTION 15, ABSTRACT 326; SECTION 16, ABSTRACT 1316; SECTION 17, ABSTRACT NO. 327; SECTION 22, ABSTRACT 1314 AND SECTION 23, ABSTRACT NO. 330, ALL IN BLOCK 32, T-5-N, T&P RR CO SURVEY IN BORDEN COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED TO COLEMAN RANCHES LTD. BY DEED RECORDED IN VOLUME 287, PAGE 126 OF THE DEED RECORDS OF BORDEN COUNTY, TEXAS; SAID 155.652 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF SURVEYING AND MAPPING, LLC (SAM) IN NOVEMBER, 2025: **BEGINNING** at a point (grid coordinates N: 6980251.16, E: 1026635.78) in the common line of said Sections 23 and 24 for the northeast corner hereof, from which a 2 inch iron pipe fence corner post found for the common corner of Section 24, Abstract No. 1211 and Section 13, Abstract No. 325, both in Block 32, T-5-N, of said T&P RR Co Survey and Section 18, Abstract No. 1163 and Section 19, Abstract No. 266, both in Block 31, T-5-N, of said T&P RR Co Survey bears North 74°14'47" East a distance of 5307.35 feet and a concrete

		monument found in the north right-of-way line of U.S. Highway 180 bears South 20°00'57" East a distance of 4022.63 feet; **THENCE** South 14°06'49" East along said common line a distance of 250.01 feet to a point for the southeast corner hereof; **THENCE** crossing said Sections 8, 9, 15, 16, 17, 22 and 23 the following seventeen (17) courses: 1. South 75°30'55" West a distance of 5648.28 feet to a point for a corner hereof; 2. North 14°01'51" West a distance of 1776.36 feet to a point for a corner hereof; 3. North 89°37'14" West a distance of 4477.86 feet to a point for a corner hereof; 4. North 75°47'01" West a distance of 2126.81 feet to a point for a corner hereof; 5. North 77°11'25" West a distance of 3716.11 feet to a point for a corner hereof; 6. South 76°28'02" West a distance of 798.27 feet to a point for a corner of that certain 1271.53 acre Lease 2 described in the ground lease and easement agreement recorded in Instrument No. 20211070 of the Official Public Records of Borden County, Texas and a corner hereof; 7. South 76°12'16" West a distance of 3769.94 feet along the north line of said Lease 2 to a point for a corner hereof; 8. South 13°47'44" East a distance of 60.99 feet along the north line of said Lease 2 to a point for a corner hereof; 9. South 76°12'16" West a distance of 92.69 feet along the north line of said Lease 2 to a point for the southwest corner hereof, from which a concrete monument found in the north right-of-way line of U.S. Highway 180 bears South 40°51'37" West a distance of 8337.11 feet; 10. North 13°42'25" West a distance of 562.40 feet to a point in the south line of that certain 721.46 acre Lease 1 of said ground lease and easement agreement for the northwest corner hereof, from which a 1-1/2 inch galvanized iron pipe found for the common corner of Section 6, Abstract No. 1315 and Section 7, Abstract No. 322, both in Block 32, T-5-N, of said T&P RR Co Survey and Section 11, Abstract No. 369 and Section 12, Abstract No. 1346, both in Block 33, T-5-N, of said T&P RR Co Survey bears North 67°02'50" West a distance of 8420.70 feet; 11. North 76°13'33" East a distance of 4697.11 feet along the south line of said Lease 1 to a point for a corner hereof; 12. South 15°22'03" East a distance of 245.77 feet to a point for a corner hereof;

		13. South 77°11'25" East a distance of 3795.38 feet to a point for a corner hereof; 14. South 75°47'01" East a distance of 2099.55 feet to a point for a corner hereof; 15. South 89°37'14" East a distance of 4641.41 feet to a point for a corner hereof; 16. South 14°01'51" East a distance of 1718.26 feet to a point for a corner hereof; 17. North 75°30'55" East a distance of 5397.91 feet to the **POINT OF BEGINNING** and containing 155.652 acres of land, more or less.
Green	2.691 acres	**LEGAL DESCRIPTION:** BEING 2.691 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF SECTION 17, ABSTRACT NO. 327, BLOCK 32, T-5-N, T&P RR CO SURVEY IN BORDEN COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED TO COLEMAN RANCHES LTD. BY DEED RECORDED IN VOLUME 287, PAGE 126 OF THE DEED RECORDS OF BORDEN COUNTY, TEXAS; SAID 2.691 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF SURVEYING AND MAPPING, LLC (SAM) IN DECEMBER, 2025: **BEGINNING** at a point (grid coordinates N: 6980528.09, E: 1006121.50) in the north line of that certain 1271.53 acre Lease 2 described in the Ground Lease and Easement Agreement recorded in Instrument No. 20211070 of the Official Public Records of Borden County, Texas for the southwest corner of that certain 155.652 acre proposed gen-tie easement previously surveyed by Surveying and Mapping, LLC, and the northwest corner hereof and from which a concrete monument found in the north right-of-way line of U.S. Highway 180 bears South 40°51'37" West a distance of 8337.11 feet and from which a J-1/2 inch galvanized iron pipe found for the common corner of Section 6, Abstract No. 1315 and Section 7, Abstract No. 322, both in Block 32, T-5-N, of said T&P RR Co Survey and Section 11, Abstract No. 369 and Section 12, Abstract No. 1346, both in Block 33, T-5-N, of said T&P RR Co Survey bears North 64°05'50" West a distance of 8768. 12 feet; **THENCE** crossing said Section 17 along said north line of Lease 2 and the south line of said 155.652 acre proposed gen-tie easement the following three (3) courses: 1. North 76°12'16" East a distance of 92.69 feet to a point for a corner hereof;

		2. North 13°47'44" West a distance of 60.99 feet to a point for a corner hereof; 3. North 76°72'16" East a distance of 492. 40 feet to a point for the northeast corner hereof; THENCE crossing said Section 17 and said Lease 2 the following six (6) courses: 1. South 67°29'54" West a distance of 360.10 feet to a point for a corner hereof; 2. South 13°47'19" East a distance of 409.21 feet to a point for a corner hereof; 3. South 76'°35'37" West a distance of 273.05 feet to a point in the east line of a proposed substation for the southwest corner hereof; 4. North 15°30'24" West a distance of 151.17 feet along said east line of a proposed substation to 2-1/2 inch galvanized steel fence corner post found for a corner hereof; 5. North 74°37'18" East a distance of 47.80 feet to a point for a corner hereof; 6. North 13°38'11" West a distance of 248.45 feet to the POINT OF BEGINNING and containing 2.691 acres of land, more or less.

EXHIBIT A (continued)

MAP OF BORDEN COUNTY DC REINVESTMENT ZONE