

TAX ABATEMENT AGREEMENT
between
Carson County, Texas and FERMI, INC.

STATE OF TEXAS §
COUNTY OF CARSON §

This Tax Abatement Agreement (this "**Agreement**") is made and entered into by and between Carson County, Texas (the "**County**"), acting through its duly elected officers and FERMI, Inc., a Texas corporation, 620 S. Taylor, Suite 301, Amarillo, TX 79101, (formerly FERMIAMERICA, LLC, its predecessor in interest) the owner (the "**Owner**") of Eligible Property (as defined below) to be located on a portion of the tract of land within the Carson County Reinvestment Zone, more specifically described in Exhibit A to this Agreement. This Agreement becomes effective upon final signature by both parties (the "**Effective Date**") and remains in effect until fulfillment of the obligations described in Section IV herein, unless terminated earlier as provided herein.

Recitals

WHEREAS, the County has indicated its election to be eligible to participate in tax abatements by resolution;

WHEREAS, the County adopted Tax Abatement Guidelines and Criteria (the "**Guidelines**") by resolution on or about May 12, 2025;

WHEREAS, the Commissioners Court of Carson County, Texas (the "**County Commissioners Court**") desires to promote economic development within its jurisdiction as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Tax Code § 312.001, *et seq.*, referred to herein as the "**Act**"), and the Guidelines;

WHEREAS, on August 18, 2025, a hearing before the County Commissioners Court was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the local newspaper of general circulation in the County and the delivery of written notice to the respective presiding officers of each taxing entity that includes within its boundaries real property that is to be included in the Reinvestment Zone (as defined below);

WHEREAS, the County Commissioners Court, after conducting a hearing, having heard evidence and testimony, and prior to considering this Agreement, found, based on the evidence and testimony presented to it, the Reinvestment Zone met the criteria set forth in Chapter 312 of the Texas Tax Code for the creation of a reinvestment zone as set forth in the Act, as amended, and the Guidelines, in that it was reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would benefit the property and contribute to the economic development of the County and that the entire tract of land was located entirely within an unincorporated area of the County;

WHEREAS, the County Commissioners Court finds that entering into this Agreement will

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serve the best interests of the County and its citizens and comply with the Guidelines by:

- A. Enhancing and diversifying the economic and industrial bases of the County;
- B. Contributing to the retention and expansion of primary employment; and
- C. Attracting major investment that will be of benefit to and contribute to the economic development of the County.

WHEREAS, the County Commissioners Court finds that the contemplated use of the Site (as defined below) and the contemplated Improvements (as defined below) as set forth in this Agreement, and the other terms of this Agreement will encourage development of the Reinvestment Zone, are in accordance with the purposes for its creation, and are in compliance with the Guidelines and all applicable laws;

WHEREAS, Owner's (as defined below) use of the Site is expected to favorably influence the economic and employment base of the County;

WHEREAS, the County finds that the Improvements sought are feasible and practicable and will be of benefit to the real property located in the Reinvestment Zone, to the Site and to the County after expiration of this Agreement;

WHEREAS, the County finds that the terms of this Agreement and the proposed Improvements and Eligible Property subject to this Agreement meet the Guidelines;

WHEREAS, on October 27, 2025, the County Commissioners Court approved and authorized the execution of this Agreement;

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by law, to the presiding officers of the governing bodies of each of the taxing units in which the property subject to this Agreement is located; and

NOW, THEREFORE, in consideration of these Recitals, premises, the promises, mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Owner agree as follows:

Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as amended, and by the Guidelines.

I. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

- A. **"Abatement"** means the full exemption from ad valorem taxes on property in a Phase Abatement Area (as defined below) within a Reinvestment Zone as provided herein and in no event can the duration of an Abatement Period for each Phase Abatement Area exceed ten (10) years.

- B. **"Base Year"** means 2025, the Calendar Year in which the Effective Date occurs.
- C. **"Building Improvements"** means Improvements that are permanent buildings or temporary structures and any internal and external systems related to the operation of the buildings to perform the function of housing equipment that performs data center operations, including but not limited to building heating and cooling systems, power delivery systems and interconnections, power generation equipment whether conventional, nuclear, or renewable, and any other ancillary equipment or structures necessary for the operation, maintenance, or repair of the buildings and systems. For clarity, Building Improvements is intended to be construed broadly and shall apply to all Improvements that are constructed or otherwise located on the Real Property within a Phase Abatement Area.
- D. **"Calendar Year"** means each year beginning January 1 and ending on December 31.
- E. **"Certificate"** means a letter, provided by the Owner to the County, certifying that a Phase has achieved Commercial Operations (as defined below), outlining the Building Improvements associated with the Phase to date and providing the capital cost of the Project to date. For any Phase that has not yet achieved COD (as defined below) and is under construction, Owner shall by October 1 of each year during the construction period and prior to COD, send a notification to the County setting forth the anticipated COD of the Phase. If COD is achieved by end of year, the Owner will deliver the Certificate no later than January 31 of the Calendar Year following COD. Upon receipt of the Certificate, the County may inspect the property in accordance with this Agreement to determine that the Improvements are in place as certified in accordance with Section VI(A) of this Agreement.
- F. **"Certified Appraised Value"** means the appraised value, for property tax purposes, of the property within the applicable Phase Abatement Area within the Reinvestment Zone as certified by the Carson County Appraisal District (the "Appraisal District") for each taxable year after a final determination of any valuation protest or appeal by Owner pursuant to applicable law.
- G. **"COD"** means the date that a Phase commences Commercial Operations as determined by the Owner.
- H. **"Commercial Operations"** means that the Phase has become commercially operational and at least one Building Improvement has been placed into service for the purpose of operations as a data center (as "data center" is defined in Section L below).
- I. **"Data Center Equipment Improvements"** means machinery, equipment, systems and any other business personal property located on a Phase Abatement Area and used to perform or support the performance of data center operations.
- J. **"Eligible Property"** means property eligible for Abatement under the Guidelines, including new, expanded or modernized buildings and structures; fixed machinery and equipment; site improvements; related fixed improvements; other tangible items

necessary or related to the operation and administration of the Project or facility; and all other real and tangible personal property for which Abatement is permitted by Chapter 312 of the Texas Tax Code and the Guidelines. For clarity, the definitions of Building Improvements and Data Center Equipment Improvements are intended to be construed broadly to encompass all real property and personal property, respectively, within a Phase Abatement Area that is Eligible Property. Taxes on Real Property may be abated only to the extent the property's value in the Phase Abatement Area for a given year exceeds its value for the Base Year. Tangible personal property located on the Real Property at any time before the Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory held for resale or noncapitalized supplies.

- K. **"Force Majeure"** includes events not reasonably within the control of the party whose performance is sought to be excused thereby, including the following causes and events (to the extent such causes and events are not reasonably within the control of the party claiming suspension): acts of God and the public enemy; strikes; lockouts or other industrial disturbances; inability to obtain material or equipment for labor due to an event that meets the definition of Force Majeure; wars; blockades; insurrections; riots, epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; high water washouts; inclement weather; arrest and restraint of rulers and people; interruptions by government or court orders; present or future orders of any regulatory body; civil disturbances; explosions; or any other event that is beyond the reasonable control of the party claiming Force Majeure.
- L. **"Improvements"** means all Eligible Property meeting the definition for improvements or personal property provided by Chapter 1 of the Texas Tax Code and includes, without limitation, any building, structure or fixture erected on or affixed to the land and personal property located on the Site that is part of the Project. Improvements specifically include the Owner's fixed machinery, equipment and process units that may consist of but are not limited to solar powered panels, wind turbine generators, gas turbines and electrical generator sets, nuclear reactors with associated turbine/generator sets, foundations, roads, collection systems, communication equipment, substations and switching stations, battery storage, underground and overhead electrical distribution and transmission facilities, transformers, appurtenant electric equipment, anemometer or meteorological towers and data collection facilities to be installed, added, upgraded or used on the Property by or for Owner and located in the County. Improvements includes "behind the meter uses" for electrical generated power such as data centers or similar uses of renewable generated electrical power, as well as data center or other uses supplied with power directly generated by the Owner or as a back-up from either the Southwest Power Pool or the ERCOT power grid or other sources. Any electrical transmission lines subject to abatement shall not include those electrical transmission and distribution lines that transmit power to facilities not included in Improvements. A "data center" is a facility that houses a large number of computer servers, storage systems, and network infrastructure designed to process, store, and manage vast amounts of data. It would typically include power supplies, cooling systems, backup generators, security systems, and physical infrastructure to ensure continuous operation and protection of the hardware and data.

For clarity, the terms "Eligible Property" and "Improvements" as used herein are intended to be construed as broadly as possible, and each reference to Eligible Property shall be construed to include all Improvements and each reference to Improvements shall be construed to include all Eligible Property. For purposes of this Agreement, the Agreement applies to up to fifteen (15) Phases (but does not require a minimum number of Phases), with each Phase consisting of a data center and associated electrical power generation and all other Building Improvements and Data Center Equipment Improvements in the Phase Abatement Area (defined below). The expected locations of the data centers are depicted on Exhibit E, provided that Owner has the right to change the as-built locations of the buildings from what is depicted in Exhibit E.

- M. **"Other Owner"** means a new owner, lessee, sublessee, or tenant of all or any portion of the Improvements, or any Lender, secured party, or investor for operational or financing purposes holding an ownership interest in all or any portion of the Improvements, or a financing joint venture for all or part of the Improvements in which Owner holds an interest; provided, with respect to the application of Section IX, such Other Owner as assignee must expressly assume the obligations and liabilities of this Agreement applying to the interest acquired or held by the Other Owner.
- N. **"Owner"** means FERMI, Inc, the entity that owns or leases the Site or any Phase Abatement Area or owns the property for which Abatement is being granted, and any permitted assignee or successor in interest of FERMI, Inc. An "Affiliate" of an Owner means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Owner. For purposes of this definition, "control" of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.
- O. **"Payments in Lieu of Taxes" or "PILOTs" or "PILTs"** means the payments to be made by Owner to the County described in Section IV(D) of this Agreement.
- P. **"Phase Abatement Area"** shall have the meaning described in Section III(A) of this Agreement.
- Q. **"Project"** means the construction and operation of the Improvements on the Site as set forth in this Agreement.
- R. **"Prime Rate"** means interest at the rate periodically announced by the Wall Street Journal as the prime rate or base commercial lending rate, or if the Wall Street Journal shall ever cease to announce a prime or base lending rate, then at the annual rate of interest periodically announced by Citibank, N.A. (or by any other New York money center bank selected by the County) as its prime or base commercial lending rate.
- S. **"Real Property"** means Eligible Property meeting the description for real property provided by Chapter 1 of the Texas Tax Code.

- T. **"Reinvestment Zone"** means the reinvestment zone as that term is defined in Chapter 312 of the Texas Tax Code, created by the County by the resolution described in the Recitals, which was duly passed by the County Commissioners Court, and referred to as the Carson County Reinvestment Zone 12, as adopted by the County on August 18, 2025 by Resolution of the Commissioners Court of Carson County, Texas, more specifically described in Exhibit B to this Agreement. The expiration of the designation of the Reinvestment Zone before the end of the Term of this Agreement shall not affect the terms and conditions of this Agreement.
- U. **"Site"** means the portion of the Reinvestment Zone on which Owner makes the Improvements for which Abatements will be granted hereunder.
- V. **"Lender"** means any entity or person providing, directly or indirectly, including an assignee of an initial Lender, with respect to the Improvements or Project any of (a) senior or subordinated construction interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease or leveraged leasing structure, (c) tax equity financing, (d) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (e) any energy hedge provider. There may be more than one Lender. Owner, at its election, may send written notice to the County with the name and notice information for any Lender.

III. Improvements in Reinvestment Zone

Owner agrees that as a condition to receiving the Abatement set forth in Section IV of this Agreement it must make the following Improvements:

A. Owner is proposing to construct in phases certain Improvements on the Site consisting of electrical power generation and data center facilities in the Reinvestment Zone. Owner agrees that the data center facilities on the Site in the Reinvestment Zone shall consist of one or more data centers and/or electrical power generation, with one phase currently anticipated and up to fifteen phases in total. For purposes of this Agreement a phase shall include all Improvements within a physical geographical area within the Reinvestment Zone (each a **"Phase"**), which shall not overlap with any other Phases, and which shall be depicted by survey provided by the Owner to the County and to the Carson County Appraisal District ("Appraisal District") prior to construction of the particular phase. In addition, the survey shall be provided with delivery of a Certificate for such Phase. Owner shall on or before the first anniversary of the Effective Date of this Agreement provide a survey depiction and legal description for the boundaries of each of the areas where **Phase 1, Phase 2, Phase 3, and Phase 4, et. al.** will be constructed (the **"Phase 1 Abatement Area," "Phase 2 Abatement Area," Phase 3 Abatement Area,"** and **"Phase 4 Abatement Area,"** and so forth, respectively), which shall be automatically attached and incorporated into this Agreement as Exhibits A-1, A-2, A-3, A-4 and so forth. If the Owner develops subsequent Phases, it shall create survey depictions and legal descriptions for each subsequent Phase (the **"Phase Abatement Areas"** and each a **"Phase Abatement Area"**). Each future Phase (up to a maximum of fifteen Phases) shall be numbered in its sequential order of development. The

fifth Phase ("**Phase 5**") shall be in the "**Phase 5 Abatement Area**," and so forth. Exhibit "A" shall automatically be updated with a legal description of each Phase when a Certificate is provided by Owner to County for such Phase, without the necessity of further approval or signature of the parties, with such updates being sequentially numbered; for example, the survey for the Phase 5 shall be labeled "Exhibit A-5."

Each Phase will consist of all Improvements within the applicable Phase Abatement Area. It is anticipated that each Phase will require an initial capital investment in Building Improvements, electrical power generation, and Data Center Equipment Improvements of approximately Four Billion Dollars (\$4,000,000,000.00). The Certified Appraised Value of the Improvements associated with each Phase will depend upon annual appraisals by the Appraisal District. The size and specifications of each Building Improvement and the specific Data Center Equipment Improvements may vary from Phase to Phase at the sole discretion of the Owner. The Carson County Appraisal District may assign a unique property identification to each Phase Abatement Area or portion of Phase Abatement Area.

B. For the avoidance of doubt, Improvements associated with any Phase also shall include any other property on the Phase Abatement Area meeting the definition of "Eligible Property" that is used to support the electrical power generation and data centers. The County and Owner agree that the buildings, contents of the buildings, Electrical power generators, stand-by generators, cooling equipment, and other related materials and equipment affixed to the land or located on the Site and used for the Project will constitute Improvements under this Agreement.

C. Owner agrees that Phase 1, if constructed, shall achieve Commercial Operations on or before December 31, 2027; provided, Owner shall have the unilateral right on written request to the County to receive up to five one-year extensions of the required date to achieve Commercial Operations. An Owner's written election delivered to the County at any time prior to December 31, 2027, the required date to achieve Commercial Operations shall be extended to December 31, 2028. If Owner requests a second one-year extension, at any time prior to December 31, 2028, then on Owner's written election delivered to the County accompanied by the payment of a one-time fee of One Hundred Thousand Dollars (\$100,000.00) to the County, the required date to achieve Commercial Operations shall be further extended to December 31, 2029. If Owner requests a third one-year extension at any time prior to December 31, 2029, then on Owner's written election delivered to the County accompanied by the payment of a one-time fee of Two Hundred Thousand Dollars (\$200,000.00) to the County, the required date to achieve Commercial Operations shall be further extended to December 31, 2030. If Owner requests a fourth one-year extension at any time prior to December 31, 2030, then on Owner's written election delivered to the County accompanied by the payment of a one-time fee of Three Hundred Fifty Thousand Dollars (\$350,000.00) to the County, the required date to achieve Commercial Operations shall be further extended to December 31, 2031. Finally, if Owner requests a fifth one-year extension at any time prior to December 31, 2031, then on Owner's written election delivered to the County accompanied by the payment of a one-time fee of Five Hundred Thousand Dollars (\$500,000.00) to the County, the required date to achieve Commercial Operations shall be further extended to December 31, 2032. The payments specified in this Section III(C) are due and payable only if Owner in its sole discretion elects to make such payments as consideration

to extend the required date for Commercial Operation. The extension provision shall apply to all fourteen subsequent phases based upon Owner's anticipated initial COD.

IV. Term and Portion of Tax Abatement; Taxability of Property

- A. The County and Owner specifically agree and acknowledge that the Owner's property on the Site within the Reinvestment Zone shall be taxable in the following ways before, during, and after the Abatement Period (defined below) for each Phase:
1. Property not eligible for Abatement, if any, shall be fully taxable at all times;
 2. The Certified Appraised Value of property existing on the Site prior to execution of this Agreement shall be fully taxable at all times;
 3. Prior to commencement of the Abatement Period for each Phase designated in Paragraph IV(B), 100% of property taxes levied on the Certified Appraised Value of real and personal property of Owner located on the Phase Abatement Area (or on the Site and not yet within a Phase Abatement Area) will be owed and payable by Owner;
 4. All County property taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts as provided for by Paragraph IV(B) below; and
 5. 100% of the Certified Appraised Value of Eligible Property existing in each Phase Abatement Area shall be fully taxable after expiration of the Abatement Period designated in Paragraph IV(B).
- B. The County and Owner specifically agree and acknowledge that, for each Phase, this Agreement shall provide for tax Abatement, under the conditions set forth herein, of all County property taxes, whether classified as M&O, I&S, road or other property taxes imposed by the County ("**County Taxes**"), as follows:
1. Beginning with the Calendar Year after the Calendar Year in which the COD occurs and ending upon the conclusion of ten full Calendar Years thereafter (the "**Abatement Period**"), the Abatement percentage of value of Eligible Property to be abated each year is 100%.
 2. The percentage of County Taxes set forth in Section IV(B)(1) above on the Certified Appraised Value of all Improvements described specifically or generally in the Certificate (and actually in place on the Phase Abatement Area) is abated in the respective period designated in Section IV(B)(1) above.
 3. The percentage of property taxes set forth in Section IV(B)(1) above on the Certified Appraised Value of any and all otherwise taxable real and

personal property owned by an Owner and located on the Phase Abatement Area is abated in the respective period designated in Section IV(B)(1) above.

4. As of January 1, of the Base Year, the value of the proposed Improvements is zero and as of the Effective Date of the Agreement Owner owns no tangible personal property located at the Site.
5. The Abatement granted under this Agreement shall commence upon January 1 of the Calendar Year after the Calendar Year in which the COD occurs and shall expire at the end of the tenth (10th) Calendar Year thereafter (the "**Abatement Period**"). Owner shall provide the Certificate in writing both to the County and to the Appraisal District by no later than January 31 of the Calendar Year following the Calendar Year in which COD occurs. Thereafter, on each April 15 during the Abatement Period, Owner shall deliver to the County and County Appraisal District a supplemental Certificate (each, a "**Supplemental Certificate**") identifying additional Building Improvements, if any, constructed or located on the Phase Abatement Area that were placed in service prior to January 1 of that Calendar Year and were not identified in a previous Certificate or Supplemental Certificate. Such Building Improvements, once completed and if eligible, shall become part of the Improvements eligible for the Abatement under this Agreement. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that the purpose of the Supplemental Certificate is to provide information to the County concerning additional Building Improvements that would, but for the Abatement, be taxable. The parties further acknowledge and agree that it is their mutual intent that any Improvements constructed or added to a Phase Abatement Area during the Abatement Period but after the delivery of the Certificate shall qualify for Abatement and be subject to the annual PILOT, as adjusted based upon the Improvements constructed or added, in accordance with the other provisions of this Agreement.
6. If Owner, at its sole election, desires that for a particular Phase the ten-year Abatement Period commence prior to January 1 of the Calendar Year immediately after the Calendar Year in which the COD occurs, then Owner at any time prior to January 1 of the first year of such ten-year Abatement Period may deliver a notice to the County and County Appraisal District stating such desire (such notice being referred to herein as a "**Notice of Abatement Commencement**"). If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the ten-year Abatement Period to begin on January 1, _ "; the year stated in the Notice of Abatement Commencement shall be the first year of the Abatement Period, and the Abatement period shall extend for ten (10) calendar years thereafter. Owner shall only be permitted to deliver a Notice of

Abatement Commencement if it reasonably anticipates achieving COD during the next Calendar Year; provided, Owner's failure to achieve COD during the next Calendar Year shall not be a default under this Agreement. Owner shall still be required to deliver the Certificate on or before the date required in the preceding paragraph. A Notice of Abatement Commencement shall include a survey depiction and legal description defining the land constituting the Phase Abatement Area to which it relates.

7. Notwithstanding any statement or implication in this Agreement to the contrary, the parties agree that no Phase, Phase Abatement Area, Eligible Property, or Improvement shall receive an Abatement that extends beyond ten (10) Calendar Years, all in accordance with Section 312.007 of the Act.
 8. Subject to the terms of this Agreement, the County agrees to grant a separate Abatement for up to fifteen (15) Phases (but without requiring a minimum number of Phases) so long as a Certificate for each Phase has been submitted to the County on or before December 31, 2039. The Abatement Period for each Phase shall be ten (10) Calendar Years, if all the terms and conditions of this Agreement are met and the Owner is not otherwise in default beyond any applicable notice and cure periods. The first year of the Abatement Period for any Phase shall begin on January 1st of the Calendar Year following the Calendar Year in which COD occurs or, if applicable, the year in which the Owner provides a Notice of Abatement Commencement and the Owner delivers to the County a surveyed depiction and legal description with respect to the land constituting the Phase Abatement Area.
 9. Notwithstanding anything herein to the contrary, all terms, conditions and obligations of this Agreement shall apply to each Phase independently. By way of example and for the avoidance of doubt, in the event of a default with respect to Phase 3, such default would have no impact on the Abatement or Owner's obligations with respect to Phase 1. Nothing herein shall be construed to require the Owner, if it constructs Phase 1, to construct any subsequent Phase.
- C. A portion or all the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Improvements.
- D. As additional consideration for this Abatement, Owner agrees that, for each Phase 1, during Year 1 and thereafter through a total of ten (10) Calendar Years the Abatement is in effect, to make an annual Payment in Lieu of Taxes to the County in an amount equal to two thousand five hundred dollars (\$2,500.00) per megawatt of name plate capacity per annum of electrical power generation

installed in the Phase 1 Abatement Area and three dollars (\$3) per square foot for each floor or level of Building Improvements that contain Data Center Equipment Improvements in the Phase 1 Abatement Area (the "Annual PILOT Amount"). For Phase 2 and all subsequent phases, during Year 1 of that particular phase, and thereafter through a total of ten (10) Calendar Years the Abatement is in effect, Owner agrees to make an annual Payment in Lieu of Taxes to the County in an amount equal to two thousand seven hundred and fifty dollars (\$2,750.00) per megawatt of name plate capacity per annum of electrical power generation installed in the Phase Abatement Area and three dollars (\$3) per square foot for each floor or level of Building Improvements that contain Data Center Improvements in the Phase Abatement Area. For each such year, Owner shall pay to the County the Annual PILOT Amount no later than December 1 of the Calendar Year of the abatement period for that particular Pilot payment and Owner shall remit each PILOT by check payable to Carson County, sent to the notice address provided by this Agreement, or by such other method as the parties may from time to time agree. The Annual PILOT Amount for electrical power generation is due regardless of if the electrical power generated is consumed in a Phase Abatement Area or is transferred off site to another electrical power consumer. For the purposes of calculating the Annual PILOT Amount due per Phase for Data Center Equipment Improvements, the square footage of any Building Improvements housing Data Center Equipment Improvements in such Phase shall be calculated as the greater of (i) the total actual square footage of all floors or levels within such Building Improvements in a Phase Abatement Area, or (ii) 500,000 square feet; provided, however that no Annual PILOT Amount shall be calculated based on square footage if no Data Center Equipment Improvements are constructed in a particular Phase. All Annual PILOT Amounts are considered late if not received by December 31 of the Calendar Year.

- E. Owner agrees that the Building Improvements (to include Eligible Property, and Improvements) described in Section III, once constructed, will remain in place twenty-five (25) Calendar Years after COD ("Term"); provided that nothing herein prevents Owner from replacing equipment or fixtures comprising or part of Building Improvements prior to that date, as long as the Certified Appraised Value of the Building Improvements for the first year after being placed in service is not less than the Certified Appraised Value of the replaced Building Improvements for the tax year during which they are replaced. Notwithstanding the preceding sentence, if in the future Owner makes new expenditures to replace equipment or fixtures comprising all or part of the Building Improvements or makes a new capital investment to improve or expand the Building Improvements, to the extent applicable law authorizes a separate Abatement for resulting new real and personal property and the County grants a separate Abatement, nothing in this Agreement shall be construed to prohibit such separate Abatement and the provisions of this Section shall not apply with respect to any portion of the Building Improvements that do not remain in place as the result of such new capital investment. In the event that Owner permanently removes rather than replaces Building Improvements (comprising

on the aggregate not more than 25% of the Certified Appraised Value of all Building Improvements in the tax year in which removed), Owner's removal shall not be deemed a default under this Agreement if Owner pays to the County as liquidated damages for such removal from the Abatement in this Agreement, within thirty (30) days after demand, or within thirty (30) days after the final resolution of Owner's exercise of any rights to dispute such demand, none of which are hereby waived, all taxes for such removed Building Improvements (which otherwise would have been paid to the County without benefit of a tax Abatement), less any PILOTs paid by Owner to the County with respect to such Building Improvements, for the three (3) tax years preceding the Calendar Year in which such Building Improvements are removed, with interest accrued at the Prime Rate as of January 1 of each year but without penalty. Provided, however, that the removal of Data Center Equipment Improvements or fixtures from the Building Improvements shall not trigger the payment of liquidated damages, a default, or any other penalty under this Section IV(E) when such removal results from: (a) the termination of a lease by Owner due to its tenant's default under its lease with Owner; (b) the bankruptcy, insolvency, merger, or acquisition of the tenant by a third-party; (c) any other removal of Data Center Equipment Improvements resulting from circumstances beyond the Owner's reasonable control. In such cases, the Owner shall use commercially reasonable efforts to replace the tenant or to otherwise ensure the continuity of operations and improvements within the Building Improvements. The County agrees that the removal or replacement of Building Improvements under such circumstances shall not reduce the Abatement or trigger any recapture or liability under this Agreement. IN THE EVENT OF A BREACH OF THIS SECTION IV(E), THE SOLE REMEDY OF THE COUNTY, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COUNTY THE FULL AMOUNT OF ACTUAL TAXES ABATED AT ANY TIME UNDER THIS AGREEMENT ON THE REMOVED BUILDING IMPROVEMENTS WITH INTEREST, BUT LESS ANY TAX PAYMENTS OR PAYMENT IN LIEU OF TAXES REMITTED TO THE COUNTY WITH RESPECT TO THE REMOVED BUILDING IMPROVEMENTS. IN THE EVENT OF A BREACH OF THIS SECTION IV(E), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

V. Representations

The County and Owner make the following respective representations:

- A. Owner represents and agrees that (i) Owner and its successors and/or assigns with respect to this Agreement will have a taxable interest with respect to Improvements to be placed on the Site; (ii) construction of the proposed Improvements described in Section III will be performed by the Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's and its successors' and assigns' use of the property in the Reinvestment Zone will be limited to use described in this Agreement during the

Term; (iv) all representations made in this Agreement, and in the Application for Tax Abatement, are true and correct in all material respects to the best of Owner's knowledge, (v) Owner will make required filings, if any, by Owner with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future, (vi) the Project will not be constructed without first obtaining all necessary local, state and federal environmental and construction permits to the extent required, and Owner will abide by all conditions of the permits and all laws, ordinances, rules and regulations governing the construction and operation of the Project throughout its economic life; and (vii) the planned use of the property within the Project will not constitute a hazard to public health or safety throughout the economic life of the Project, except that uses that are customary and industry standard for a data center shall in no event be deemed to constitute such a hazard.

- B. The County represents that (i) the County has formally elected to be eligible to grant property tax abatements under Chapter 312 of the Tax Code; (ii) the Reinvestment Zone and this Agreement have been created in accordance with Chapter 312 of the Texas Tax Code and the Guidelines as both exist on the Effective Date of this Agreement; (iii) as applicable, (a) no interest in the Improvements or the land on which they are located is held or subleased by a member of the County Commissioners Court or (b) any member of the County Commissioners Court that has a potential economic or financial interest in the Improvements or the land on which the Improvements are located has abstained from any vote or decision regarding this Agreement; (iv) the property within the Reinvestment Zone is located within the legal boundaries of the County and (v) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.
- C. Owner represents and agrees, for every year commencing in the third Calendar Year of the Abatement Period for Phase 1 and until the last Calendar Year of the Abatement Period for the final Phase, it shall create or to cause its tenants to create a minimum number of full-time jobs (the "**Jobs Commitment**"), which shall be calculated by multiplying forty (40) full-time jobs by the number of Phases that are subject to Abatement that Calendar Year; provided, however, that no Phase shall be included for purposes of this calculation until the third Calendar Year of the Abatement Period for that Phase. By way of example, if Phases 1 and 2 achieve COD in 2027 and the applicable Abatement Periods commence in 2028, and Phases 3 and 4 achieve COD in 2031 with the applicable Abatement Periods commencing in 2032, the total cumulative Jobs Commitment for Calendar Year 2033 would be eighty (80) jobs (two times fifty). In Calendar Year 2034, the total cumulative Jobs Commitment would be one hundred sixty (160) (four times forty). Owner reporting relating to such jobs would first be due in the Annual Compliance Certificate (defined below) submitted to the County. For purposes of this Agreement, full-time jobs shall mean full-time employees of Owner, its tenants, its or their contractors, or its or

their respective Affiliates who perform duties primarily related to the operation of the Project in the County, and without regard to whether such employees are newly hired or existing employees who have been transferred from other duties to operate the Project. Permanent, full-time jobs shall mean any position in which an employee works or is scheduled to work 1820 hours or more during the year. For clarity, for purposes of compliance with the Jobs Commitment, employment shall be measured on a campus-wide basis, but any remedies for deficiencies shall be applied on a per-Phase basis with any deficiencies allocated in reverse chronological order, first to the Phase that last achieved COD. For clarity, in accordance with Section IV(B)(9), any event of default resulting from an uncured employment deficiency beyond applicable cure periods shall have no effect on other Phases to which the deficiency does not apply, such that if the Jobs Commitment is not met as measured by all applicable Phases then any remedies for default apply only to that Phase or those Phases that have less than fifty (50) jobs, as allocated according to the previous sentence. The Owner shall also make a commercially reasonable effort to ensure the Project leads to a positive net economic benefit to the County, over the life of this Agreement, computed to include (but not limited to) new sustaining payroll and/or capital improvement; and not solely or primarily have the effect of transferring employment from one part of the County to another. For avoidance of doubt, in determining compliance with Jobs Commitment, Owner may include jobs of both data center and electric power generation in a given Phase.

VI. Access to and Inspection of Property by County Employees

- A. Owner shall allow the employees, agents, and contractors of the County and the County Appraisal District access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made on a date and time mutually agreed by the parties and only after giving Owner ten (10) calendar days' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.
- B. Owner, on or before March 31 of each Calendar Year, starting with the first Calendar Year beginning after Owner delivers the first Certificate, shall annually, by a sworn written statement, provided to the County Judge of the County, certify its compliance with this Agreement, in substantially the form attached hereto as Exhibit C (the "**Annual Compliance Certificate**"). In the event of an assignment, each Owner shall be permitted to submit its own Annual Compliance Certificate. Multiple Owners, including Affiliates, may submit consolidated reporting at their discretion.

VII. Default, Remedies and Limitations of Liability

- A. The County may declare a default if Owner breaches any material term or condition of

this Agreement. If the County declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure as provided for below, or the County may modify this Agreement upon mutual agreement with Owner. If the Owner believes that such termination was improper, Owner may file suit in the proper court challenging such termination. In the event of default, the County may pursue the remedies provided for in Section VII(C) below or the preceding Section IV(E), as applicable. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of Force Majeure. Notwithstanding any other provisions 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 from performing shall give prompt (but in no event later than twenty (20) business days after it becomes aware 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 that in the exercise of reasonable discretion are suitable replacements in quality and price) and after doing so shall resume performance as soon as reasonably possible. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and the above requirements 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. However, to the extent such disruptions or losses are covered or reimbursed by insurance proceeds, to include reinsurance or other similar loss recovery, delay in performance of obligations under this Agreement is not excused after the receipt of such amounts to the extent such recoveries may be spent, consistent with reasonable commercial practices, to remedy of the event of Force Majeure. At such time that a party is then able to perform its obligations under this Agreement after a Force Majeure, the party shall again perform its current and past obligations expeditiously. For the purpose of performing after a Force Majeure time is of the essence.

- B. The County shall notify Owner and any Lender of record in the Carson County Property Records of any default in writing in the manner prescribed herein. All contact information for purposes of a notice of default shall be provided to the County Judge. The Notice shall specify the basis for the declaration of default, and Owner shall have sixty (60) days from the date of such notice to cure any default, except that where the default is incapable of being cured within sixty (60) days using reasonable business efforts, Owner shall commence performance of the cure within thirty (30) days after receipt of notice and diligently pursue those efforts until the default is cured. Any Lender of which the County has notice in the Carson County Property Records, shall maintain the right to cure any defect, including any defect caused by an assignee or contractor of Owner during the same cure period identified in the foregoing sentence.

- C. As required by section 312.205 of the Act, if Owner fails to make the Improvements as provided for by this Agreement, subject to the above provisions regarding Force Majeure and notice and right to cure, the County shall be entitled to revoke the Abatement as to the Phase and Phase Abatement Area in default, whether one or more, and recapture property tax revenue lost for such Phase and Phase Abatement Area as a result of this Agreement, less any PILOTs paid by Owner to the County for such Phase and Phase Abatement Area, with interest accrued at the Prime Rate as of January 1 of each year and no penalty. In the event of any other default by Owner, subject to the above provisions regarding Force Majeure and notice and right to cure, the County shall be entitled to revoke the Abatement as to the Phase and Phase Abatement Area in default, whether one or more, and recapture property tax revenue lost for such Phase and Phase Abatement Area as a result of this Agreement, less any PILOTs paid by Owner to the County, for the three (3) tax years preceding the Calendar Year in which this Abatement is revoked for such Phase and Phase Abatement Area, or in the event the duration of the Abatement for such Phase and Phase Abatement Area in default is less than three (3) tax years from the COD to the Calendar Year in which the Abatement is revoked, then such recapture shall be limited to the lesser number of years from COD to the Calendar Year from when the Abatement for such Phase began, with interest accrued at the Prime Rate as of January 1 of each year and no penalty.
- D. In the event that the Owner fails to timely remit any Payment in Lieu of Taxes ("PILOT") as required under this Agreement, such failure shall constitute a default under this Agreement. Upon such default, the County shall provide written notice to the Owner specifying the nature of the default and providing a period of sixty (60) calendar days from the date of such notice for the Owner to cure the default.
- E. If the Owner fails to cure the default within the specified cure period, the County may, in its sole discretion and without further notice, take any or all of the following actions:
1. Termination of Abatement: Immediately terminate the tax abatement granted under this Agreement for such Phase and Phase Abatement Area in default, in whole or in part, effective as of the date of default less any PILOTs paid by Owner to the County for such Phase and Phase Abatement Area.
 2. Reinstatement of Taxes: Assess and collect all previously abated ad valorem taxes for the period of default, including penalties and interest as provided by law.
 3. Legal Remedies: Pursue any other remedies available at law or in equity, including specific performance or recovery of damages.
 4. The Owner acknowledges and agrees that timely payment of PILOT obligations is a material condition of this Agreement and that failure to comply may result in the loss of all benefits granted by this Agreement for such Phase and Phase Abatement Area in default.
- F. **LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE**

CANCELLATION DATE), RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN SECTION VII OF THIS AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR IN SECTION IV ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN SECTIONS IV ALONG WITH ANY REASONABLY INCURRED COSTS AND FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO MAKE THE SPECIFIED IMPROVEMENTS OR TAKE OTHER ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT, OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY AMOUNTS DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

- G. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN SIXTY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT MAY RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND MAY INCLUDE RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute or regulation of the County or the State of Texas.

IX. Assignment of Agreement

- A. The parties recognize and agree (i) that Owner may construct, own, equip, and operate all Building Improvements and Data Center Equipment Improvements, or (ii) that in the alternative Owner and one or more Affiliates may construct, own, equip, and operate the Building Improvements while one or more third parties or Affiliates are lessees of the Building Improvements and equip, own and operate Data Center Equipment Improvements located within the Building Improvements, or (iii) that in the further alternative Owner may adopt any other structure that segregates the ownership and operation of the Building Improvements and/or the Data Center Equipment Improvements.
- B. Improvements among multiple owners. The parties' intent is that Owner shall have flexibility and a unilateral right to select and implement an ownership and operation

structure of its choosing for the Improvements, and that subject to reasonable procedures Owner shall have the right to assign and delegate, in whole or in part, this Agreement in relevant part to any Affiliates or third parties who will own electrical power generation, Building, Building Improvements, or Data Center Equipment Improvements.

- C. The rights and obligations of Owner may be assigned in their entirety to an Affiliate or Other Owner without County's prior consent. Owner shall provide notice to the County of any assignment to an Affiliate or Other Owner. Owner's assignment of the Agreement to an Affiliate or Other Owner shall be final only after the execution of a formal assignment document between Owner and the assignee and the delivery of notice of the execution of such assignment agreement to the County and, to the extent required by applicable law, the recording of such in the real property records of County.
- D. The rights and responsibilities of Owner hereunder may be assigned in part to an Affiliate or Other Owner without County's prior consent provided that the Affiliate or Other Owner is added as a party to this Agreement and the Owner and Affiliate or Other Owner, delivers a fully executed copy of such assignment to the County within thirty (30) days of execution. Owner's partial assignment of the Agreement to an Affiliate or Other Owner shall be final only after the execution of a formal assignment document between Owner and the assignee and the delivery of notice of the execution of such assignment agreement to the County and, to the extent authorized by applicable law, the recording of such in the real property records of County.
- E. The rights and responsibilities of Owner hereunder may be assigned in part or in their entirety to a party other than an Affiliate or Other Owner, but only after obtaining the County's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment by Owner to a party other than an Affiliate or Other Owner without first obtaining the written consent of the County shall be a default under this Agreement subject to the notice provisions, cure provisions, remedies and other terms and conditions of Article VII above. Owner shall give the County no less than forty-five (45) days' written notice of any intended assignment to a party other than an Affiliate or Other Owner, and the County shall respond with its consent or refusal within thirty-five (35) days after receipt of Owner's notice of assignment. If the County responds to Owner's notice of assignment with a refusal, the parties agree to work together expeditiously and in good faith to resolve the County's objections to the assignment. Owner's assignment of the Agreement shall be final only after the execution of a formal assignment document between Owner and the assignee, the delivery of notice of the execution of such assignment agreement to the County, and, to the extent required by applicable law, recording in the real property records of the County. Neither Owner's notice of an intended assignment nor the County's formal consent to an intended assignment shall constitute an assignment of the Agreement, and Owner's request for a consent to assignment shall not obligate Owner to assign the Agreement.
- F. No assignment under Paragraph IX(B), IX(C) or IX(D) shall be allowed if (a) the County has declared a default hereunder that has not been cured within all applicable notice

and cure periods, or (b) the assignee is delinquent in the payment of ad valorem taxes owed to the County or any other taxing jurisdiction in the County. Consent to a transfer or assignment requested under Paragraph IX(D) will be subject to the County approving the financial capacity of the transferee/assignee and subject to all conditions and obligations in this Agreement being assumed and guaranteed by the transferee/assignee. The County shall not unreasonably withhold consent to a transfer or an assignment under Paragraph IX(D) and IX(E). The transfer or assignment shall be presumed to be reasonable where the proposed transferee/assignee demonstrates to the County its financial capacity to meet the terms of this Agreement, agrees to be bound by all conditions and obligations stated herein, and is not in default under any other agreement with the County.

- G. Upon any assignment and assumption under Paragraph IX(B), IX(C), IX(D) or IX(E), Owner may, without obtaining the County's consent, mortgage, pledge or otherwise encumber its interest in this Agreement or the Project to a Lender for the purpose of financing the operations of the Project, constructing the Project or acquiring additional equipment following any initial phase of construction, or for other business purposes. Owner's encumbering its interest in this Agreement may include an assignment of Owner's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In the event Owner takes any of the actions permitted by this subparagraph, it shall provide written notice of such action to the County with such notice to include the name and notice information of the Lender and, if and to the extent required by applicable law, Owner shall record such information in the real property records of the County. County shall be required to provide a copy to such Lender of record in the real property records of the County of all Notices delivered to Owner. If Owner does not provide to the County the name and contact information of a Lender to the County in writing and record the information in the real property records of the County, it shall not be a default under this Agreement, but such Lender shall not have the notice rights of a Lender under this Agreement.
- H. Upon the receipt by the County of an assignment under Paragraphs IX(B), IX(C) or IX(D), the successor shall have all or a portion of the rights and entitlements, including without limitation, rights to tax abatement, and obligations as the Owner under this Agreement, in the same manner and with like effect as if the successor had been the original Owner and a signatory to this Agreement, all as specified in the assignment.
 - 1. In the event of any partial assignment of this Agreement to any one or more assignees: Notwithstanding anything else in this Agreement, Owner and County intend and acknowledge that the rights and responsibilities of this Agreement shall thereafter apply independently and separately to Owner and to each assignee, that the parties will cooperate as necessary to determine each party's resulting pro rata portion of the responsibilities specified by this Agreement, and that any default by Owner or by any assignee in the performance of this Agreement as retained by Owner or as assigned by Owner in part to another party shall not be treated as a default by any other party.
 - 2. By way of example and not limitation:

- a. For each year of the Abatement Period for a Phase, each party to the Agreement as of January 1 of that year with an interest in that Phase shall be responsible for payment to the County only of that portion of the PILOT equal to the total PILOT amount multiplied by the ratio of the Certified Appraised Value as of January 1 of Improvements in the Phase owned by that party to the Certified Appraised Value of all Improvements within the Phase owned by all parties to the Agreement with interests in that Phase.
- b. Recapture obligations, if any, arising under this Agreement shall apply only to a particular party to the Agreement that has an uncured default and shall be computed with regard to taxes abated with regard to the Improvements owned by that party and PILOT amounts attributable to Improvements owned by that party.
- c. Termination of this Agreement due to an uncured default shall apply only to a specific defaulting party and not to any non-defaulting parties and shall not affect any of the non-defaulting parties' rights hereunder.
- d. Owner and each assignee shall take all steps necessary to create and maintain with the Appraisal District separate real and personal property tax accounts to record in such party's name as owner any Building Improvements and Data Center Equipment Improvements owned by such party. As necessary for the administration of this Agreement, any party shall identify to the County and to the Appraisal District whether a particular tax account contains Building Improvements, electrical generation equipment, or Data Center Equipment Improvements.

X. Notice

All notices, demands and other communications of any type (collectively, "Notices" and each individually, a "Notice") given shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading, or by email transmission. Notice delivered by commercial delivery service shall be deemed delivered on receipt or refusal; Notices delivered by USPS shall be deemed to have been given upon deposit with the same; email Notice shall be effective upon receipt by the sender of an electronic confirmation. Regardless of the method of delivery, in no case shall Notice be deemed delivered later than actual receipt. In the event of a notice of default given pursuant to Article VII, such Notice shall be given by at least two (2) methods of delivery and consistent with Section VII. All Notices shall be mailed or delivered to the following addresses:

To the Owner:

Fermi, Inc.
620 S Taylor, Suite 301

Amarillo, TX 79101 Facsimile
Telephone 806-9-4300
Email: charlie.hamilton@fermiamerica.com

To the County: Carson County Judge
Carson County Courthouse
P.O. Box 369
501 Main Street
Panhandle TX 79068
Facsimile 806-537-2244
Telephone 806-537-3622
Email: dan.looten@co.carson.tx.us

With a copy to:
Sherwood & Sherwood
P.O. Box 947
123 W. 3rd Street
Panhandle, TX. 79068
scott@sherwoodtxlaw.com and
cho@sherwoodtxlaw.com
Phone: 806-537-3591
Fax: 806-537-3592

Any party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

XI. Severability

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient or unconstitutional or otherwise unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid, illegal, factually insufficient or unconstitutional or otherwise unenforceable section(s) or other part(s). In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

XII. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. This Agreement, in its entirety, shall be performable in Carson County, Texas. As part of the consideration for entering into this Agreement, both the County and Owner agree that any litigation to construe or enforce the terms or conditions of this Agreement shall be brought solely in the state district courts having jurisdiction in Carson County, Texas.

XIII. Amendment

This Agreement may be modified by the parties hereto only upon mutual written consent signed by each of the parties to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in the Act.

XIV. Guidelines and Criteria

This Agreement is entered into by the parties consistent with the Guidelines. To the extent this Agreement modifies any requirement or procedures set forth in the Guidelines, those Guidelines are deemed amended for purposes of this Agreement only, and in the event of any conflict between this Agreement and the Guidelines, the terms of this Agreement shall control.

XV. Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

XVI. Coordination of Local Hiring and Services

- A. Owner shall use reasonable commercial efforts to maximize its use of county labor and services and supplies purchased from county businesses in the course of performing under this Agreement, as is further described in the Local Spending and Support Plan attached to this Agreement as Exhibit D.
- B. For every year during the Term, Owner, covenants that its contractors and their respective Affiliates will collectively employ, or cause their tenants to collectively employ, the number of employees required per the Jobs Commitment whose primary employment location is in the County.
- C. Upon request by Owner, County shall provide a written statement certifying that Owner is then in compliance (or has fully complied) with the Local Spending and Support Plan; if County cannot make such statement, County will provide an explanation to Owner of its determination.

XVII. Road Maintenance

During construction of the Improvements, Owner agrees to use commercially reasonable efforts to minimize the disruption to County roads (for the purpose 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 beyond ordinary wear and tear caused to County roads, culverts or bridges by Owner or its agents. After construction, Owner through its own efforts, will leave such County roads, culverts and bridges in a state of equal or better condition than they were prior to construction, excepting normal wear and tear. Any upgrade or requirement to upgrade any road, culvert or bridge used or necessary for Owner's operations

will be borne solely by Owner. After construction, the County will only be responsible for the normal routine maintenance of the County roads, culverts and bridges, and Owner 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 Owner or its agents. All repairs, maintenance, replacements and upgrades will be made in accordance with generally applicable County standards and specifications, and Owner 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, but not to reasonably exceed the quality and type of materials customarily used in the Texas panhandle area for similar applications. This Section XVII shall become void and shall have no further effect upon the execution of a separate Agreement for Road Use, Repair and Improvement by and between Owner and County relating to the Project.

XVIII. Site Maintenance

Owner shall maintain the Site free from accumulation of objectionable, unsightly or unsanitary matter, debris, waste material, rubbish, tumbleweeds and noxious weeds. Design of Improvements shall be such that noise, light, and dust from the Project during Commercial Operations is minimal off the Project Site. Noise at the Project Site boundaries shall not exceed 75 dB during normal Commercial Operations.

XIX. Indemnity

Owner agrees to indemnify, defend and hold the County, each of its elected officials, all of its servants, 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 by a person other than Owner or its Affiliates against the Indemnitees ("**Liability**") arising from or in any way relating to the tax abatement application, the terms, covenants, and conditions contained in this Agreement, and the action contemplated by this Agreement. The indemnity provided for in this paragraph shall not apply to any Liability resulting from the gross negligence or willful action of the Indemnitees. This provision does not waive any governmental immunity available to the Indemnitees under Texas law and does not waive any defense of a party under Texas law. The provisions of this paragraph are solely for the benefit of the Indemnitees and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XX. Reimbursement of Expenses

Within thirty (30) days of the date of receipt of an invoice, Owner agrees to reimburse, within 30 days of the Effective Date, the County for or pay directly to the law firm of Sherwood Sherwood, P.C., 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 of Forty thousand dollars (\$40,000.00).

XXI. Estoppel Certificates

Each party on written request from the other party shall provide an estoppel certificate that shall certify, as of the date of the certificate: (i) that this Agreement is in full force and effect without default if such is the case, (ii) the remaining term of this Agreement, and (iii) such other matters as may be agreed upon by the parties, a party's consent to inclusion of other matter not be unreasonably withheld. A party shall provide the estoppel certificate, or an explanation of why the party is not willing to provide the certificate within thirty (30) days of receiving a request.

XXII. Employment of Undocumented Workers

During the term of this Agreement, Owner agrees not to knowingly employ any undocumented workers as defined in Section 2264.001 of the Texas Government Code. If Owner is convicted after exhaustion of all rights of appeal of a violation under 8 U.S.C. §1324a(f), Owner shall repay the amount of the abatements and any other funds received by Owner from the County less any tax payment or payments in lieu of taxes remitted to the County with respect to the Improvements as of the date of such violation, not later than one hundred and twenty (120) days after the date Owner is notified by the County of a violation of this section, plus interest at the Prime Rate. The payment of interest shall be as if it had been accruing from the dates the abatements were granted to Owner until the date the amount due is repaid to the County.

XXIII. No Boycott

In accordance with Section 2270.002 of the Texas Government Code, Owner verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

XXIV. Not a Listed Company

In accordance with Section 2252.152 of the Texas Government Code, the parties covenant and agree that Owner is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051 or 2252.153 of the Texas Government Code.

XXV. No Firearms Boycott

To the extent Texas Government Code Chapter 2274 applies to this Agreement, Owner represents that: (i) Owner does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) Owner will not discriminate during the Term against a firearm entity or firearm trade association.

XXVI. No Energy Company Boycott.

To the extent Texas Government Code Chapter 2276 applies to this Agreement, Owner represents that: (i) Owner does not boycott energy companies; and (ii) Owner will not boycott energy companies during the Term.

XXVII. Safety Training

Not more than once every year during the Term, Owner, its contractors or their respective Affiliates shall provide safety training related to the Project for the County's, and the City of Panhandle's ("City") employees and volunteers, including, but not limited to, emergency management services, emergency medical services, law enforcement, dispatch, and volunteer fire department personnel (collectively "emergency services personnel"), at Owner's sole cost and expense. Each year, prior to such training, Owner and the County shall discuss the necessity of such training for that year and may agree to waive such training, for example if the relevant emergency services personnel all received training the prior year. At the beginning of construction, Owner shall provide County, County and City emergency services personnel a map of the Project locations indicating how particular areas are referred to by Owner or its contractors so that location information may be quickly and accurately conveyed to emergency services personnel to facilitate response in the event of an emergency.

XXVIII. Cooperation

The Parties acknowledge that this Abatement is entered into to enhance the development of projects generating renewable energy and associated energy consuming projects in the County, benefiting the County, its citizens, and landowners. In addition, the Parties acknowledge that the Reinvestment Zone is in proximity to a major ERCOT point of interconnection such that the potential exists for future transmission line development to occur in the Reinvestment Zone to enhance the development of renewable generated electricity or behind the meter uses in the County or surrounding counties. Owner, and its successors and assigns, agrees to reasonably cooperate with the sponsor/owner ("Competing Line Owner") of such other planned transmission lines, which cooperation may include Fermi, Inc., its successors and assigns, using commercially reasonable efforts: i) to attempt to agree with the Competing Line Owner on mutually acceptable arrangements to facilitate the routing, construction and interconnection of transmission lines, including if necessary to exchange portions of respective lease, easement or owned properties to avoid a future line crossing; or (ii) to allow a third party transmission line to cross Fermi, Inc., its successors and assigns, leased or owned property (and transmission line, whether planned or constructed) if the Competing Line Owner executes a crossing agreement with Owner containing terms and conditions reasonably acceptable to both Owner and the Competing Line Owner which stipulates, among other things, that: the Competing Line Owner's line will cross Owner's property or transmission line in a manner and location acceptable to Owner based upon plans and specifications, construction requirements, and scheduling approved by Owner, which such approval and cooperation shall not unreasonably be withheld. Notwithstanding the above: (i) Owner shall in no event be required to permit a competing line to be located under or over the Improvements, ii) Owner shall not be required to exchange any lease or easement rights if it reasonably determines that such exchange would materially interfere with its planned or current development or operations of the Project, iii) Owner Entity is not required to curtail the production of electricity, if any, from the Project unless specifically and expressly required by applicable rules and regulations of the Electrical Reliability Council of Texas, and iv) Owner is not required to accommodate the Competing Line Owners if the Competing Line Owners have a commercially reasonable alternative that does not involve crossing the Site, and (v) a Competing Line Owner's access may be conditioned on meeting Owner's on-site safety requirements and timely coordinating with Owner to avoid interfering with Project operations or reliability. The County agrees that any future abatement agreements between

the County and Competing Line Owners will contain provisions substantially similar to this Section.

XXIX. Miscellaneous

In all press releases and publications Owner shall refer to the location of its Site and project as Carson County. This Agreement is subject to any requirements of Chapter 31 of the Texas Natural Resources Code in the event the Chapter applies.

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Signatures on following page

CARSON COUNTY, TEXAS, by:

Dachib
County Judge

Maura Battle
Commissioner, Precinct 1

James Martin
Commissioner, Precinct 2

David Davis
Commissioner, Precinct 3

Sam
Commissioner, Precinct 4

Attest:

Gayla Cates
Gayla Cates, County Clerk

Dated: *10/27/25*

Fermi, Inc.

By:

Joseph A. [Signature]
COO

It's:

Date: *10/27/2025*



RESOLUTION OF THE COMMISSIONERS
COURT OF CARSON COUNTY, TEXAS
DESIGNATING CARSON COUNTY REINVESTMENT ZONE 12

A RESOLUTION DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR A COMMERCIAL/INDUSTRIAL TAX ABATEMENT IN CARSON COUNTY, TEXAS, ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the Commissioners Court of Carson County, Texas, desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Property Tax Code §312.001, *et seq.*), and the Guidelines and Criteria of the Commissioners Court of Carson County for Granting a Tax Abatement in Reinvestment Zone created in Carson County, Texas and adopted on May 13, 2025 (the "Guidelines"); and

Whereas, on August 18, 2025, a hearing before the Commissioners' Court of Carson County, Texas, was held, such date being at least thirty (30) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in Carson County; and

Whereas the Commissioners Court of Carson County, Texas, at such public hearing invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone; and

Whereas, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, of the reinvestment zone appeared to contest the creation of the reinvestment zone.

BE IT RESOLVED BY THE COMMISSIONERS COURT OF CARSON COUNTY, TEXAS:

Section 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. That the Commissioners Court of Carson County, Texas, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

a. That the public hearing on adoption of the reinvestment zone has been

properly called, held and conducted and that notice of such hearing has been published as required by law; and

- b. That the boundaries of the reinvestment zone should be the area described in the attached Exhibit "A" and depicted in the map attached hereto as Exhibit "B", which are incorporated herein by reference for all purposes. In the event of discrepancy between the descriptions of Exhibit "A" and map in Exhibit "B", the map shall control; and
- c. That the creation of the reinvestment zone will result in benefits to Carson County, Texas, and to the land included in the zone and that the improvements sought are feasible and practical; and
- d. The reinvestment zone meets the criteria set forth in Texas Property Tax Code Chapter 312 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of Carson County, Texas, and that the entire tract of land is located entirely within an unincorporated area of Carson County, Texas.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, Carson County Commissioners Court hereby creates Carson County Reinvestment Zone 12, a reinvestment zone for commercial-industrial tax abatement encompassing only the area described in Exhibit "A" and depicted in Exhibit "B", and such reinvestment zone is hereby designated and shall hereafter be referred to as Carson County Reinvestment Zone 12.

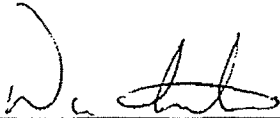
SECTION 4. That Carson County Reinvestment Zone 12 shall take effect on August 18, 2025, and shall remain designated as a commercial-industrial reinvestment zone for renewable and conventional power generation, and behind the meter uses, as defined in the Guidelines, for such power, to include data centers, as defined in the Guidelines, for a period of five (5) years from such date of designation and may be renewed for an additional five (5) year period thereafter.

SECTION 5. That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject of the meeting of the Carson County Commissioners Court at which this Resolution was adopted was posted at a place conveniently and readily accessible at all times as required by the Texas Open Government Act, Texas

Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in a newspaper of general circulation within the County as prescribed by the Property Redevelopment and Tax Abatement Act.

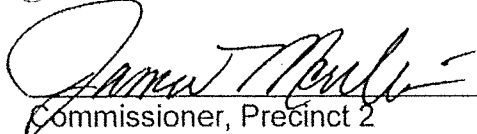
PASSED, APPROVED AND ADOPTED on this the 18th day of August 2025.



County Judge



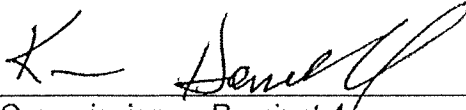
Commissioner, Precinct 1



Commissioner, Precinct 2



Commissioner, Precinct 3



Commissioner, Precinct 4



County Clerk

(County Seal)

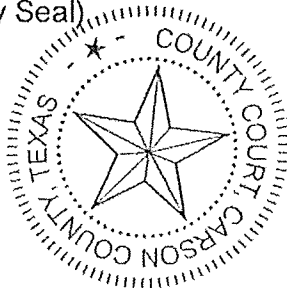


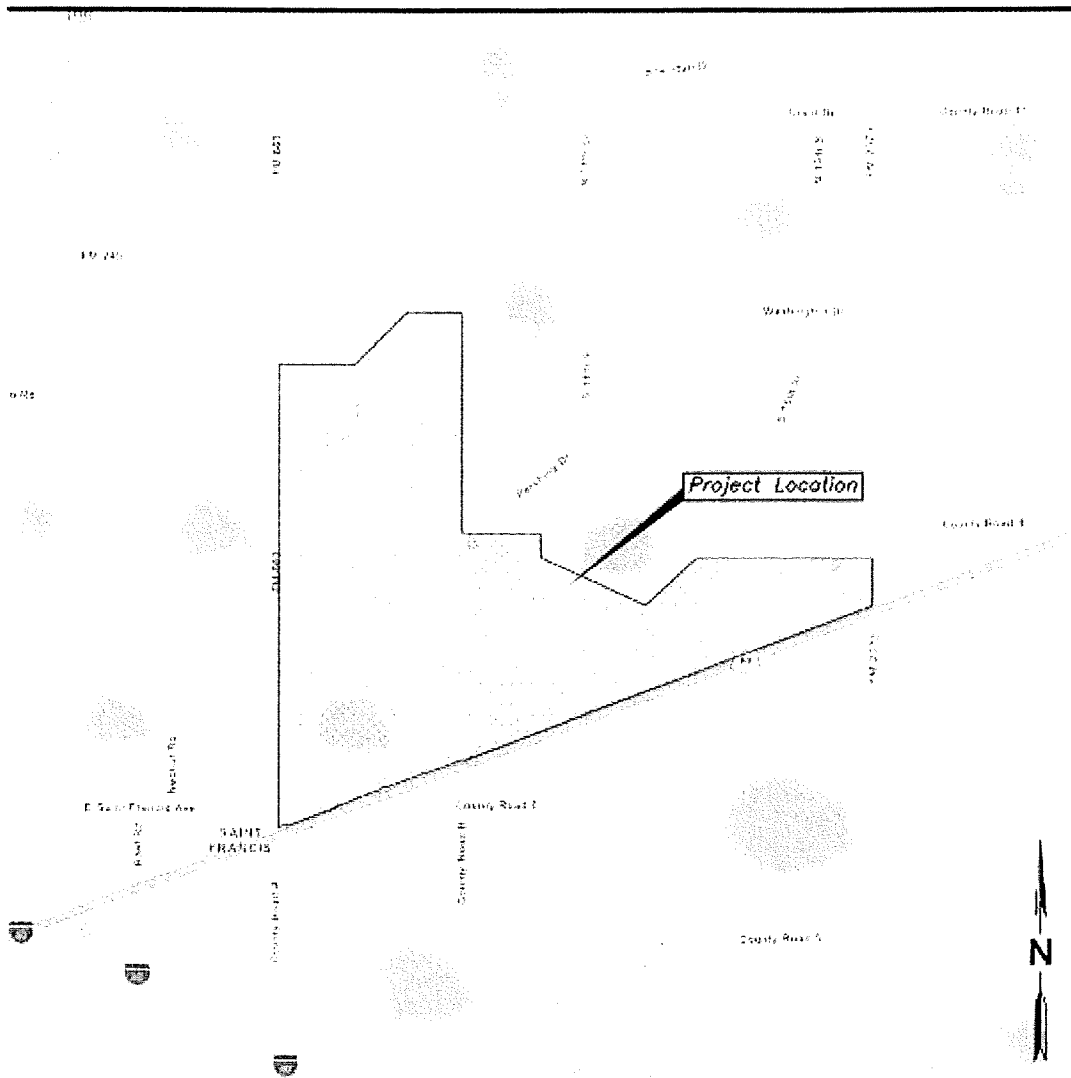
Exhibit A
Legal Description of Carson County Reinvestment Zone 12

Carson County Reinvestment Zone 12 is comprised of the following parcels. In the event of discrepancy between this Exhibit A and the attached map in Exhibit B, the map in Exhibit B shall control.

All or portions of Sections 2, 3, 4, 5, 9, 10, 11, and 12, Block 2, I&GN RR Co. Survey, Abstract No. 174, and all or portions of Sections 7, 8, 17, and 18, Block 2, H&GN RR Co. Survey, Abstract No. 156, Carson County, Texas.

Exhibit B
Map of Carson County Reinvestment Zone 12

VICINITY MAP



VICINITY MAP

Fig. 210

Fig. 210

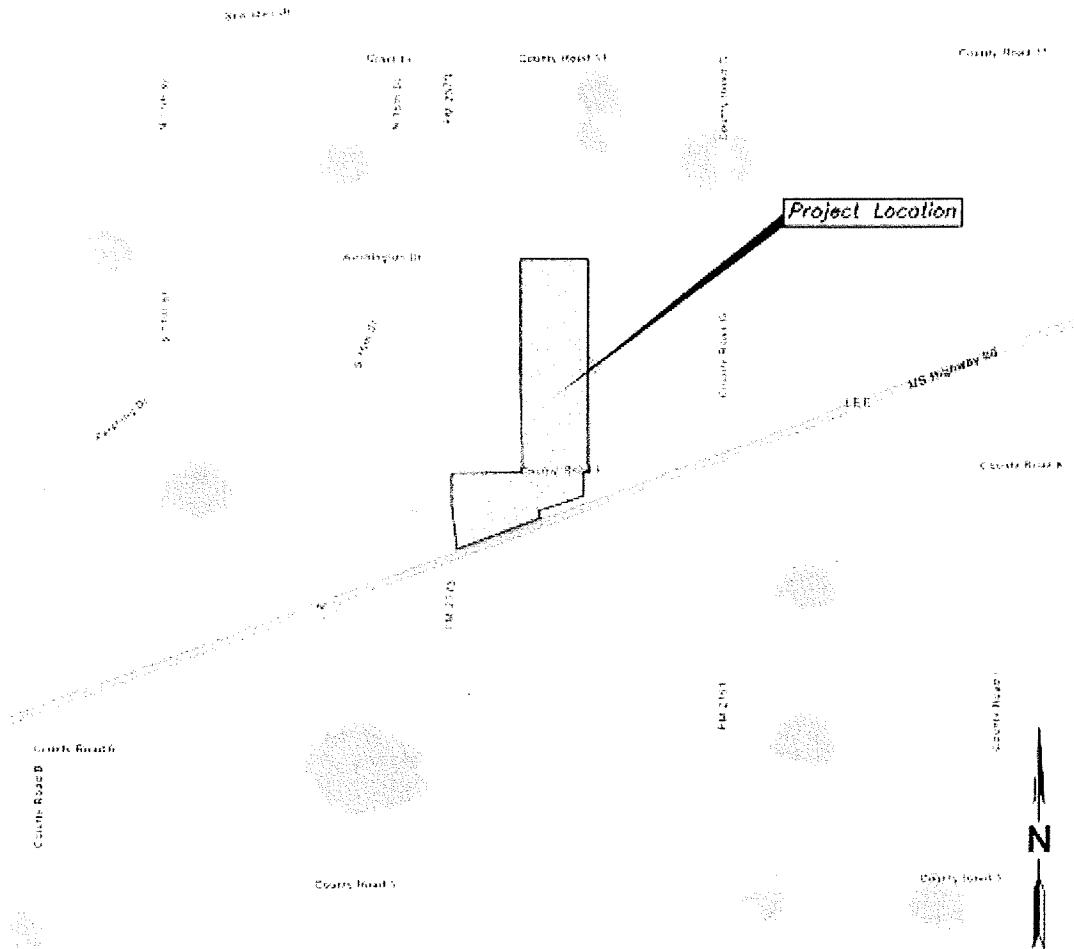


Exhibit A
Property Description of the Site and Carson County Reinvestment Zone

In the event of discrepancy between this Exhibit A and the attached map in Exhibit B, the map in Exhibit B shall control.

All or portions of Sections 2, 3, 4, 5, 9, 10, 11, and 12, Block 2, I&GN RR Co. Survey, Abstract No. 174, and all or portions of Sections 7, 8, 17, and 18, Block 2, H&GN RR Co. Survey, Abstract No. 156, Carson County, Texas.

Exhibit A-1

[to be provided by Owner within one year of the Effective Date]

Exhibit A-2

[to be provided by Owner within one year of the Effective Date]

Exhibit A-3

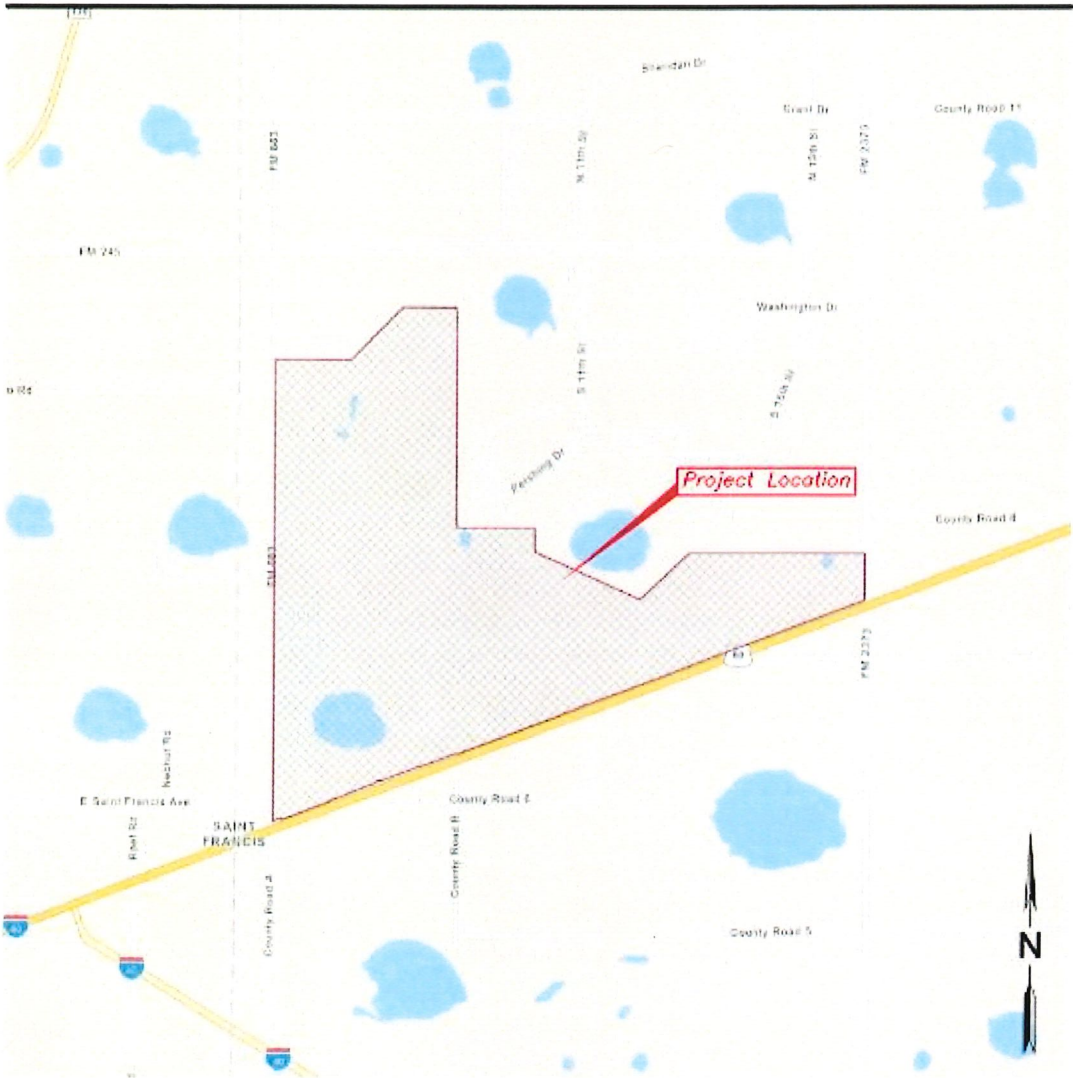
[to be provided by Owner within one year of the Effective Date]

Exhibit A-4

[to be provided by Owner within one year of the Effective Date]

Exhibit B
Map of Reinvestment Zone

VICINITY MAP



**Exhibit C
Annual Compliance Certificate**

ANNUAL COMPLIANCE CERTIFICATE
WITH TAX ABATEMENT AGREEMENT
BETWEEN CARSON COUNTY, TEXAS AND FERMI, INC

DUE DATE: Before or by March 31 following the reporting period during the Abatement Period

REPORTING PERIOD: Calendar Year Ending December 31, [Year]

FERMI, Inc. and/or Other Owners ("Owner") certify as follows:

- 1) The Improvements for Phase(s) _____ have been completed;
- 2) The Owner has timely made all ad valorem taxes not abated by the Agreement;
- 3) The Company has timely made all required payments in lieu of taxes;
- 4) The Owner is in compliance with the Job Commitment for such year and has created _____ full-time jobs; and
- 5) All other terms and conditions of this Agreement have been complied with.

OR

The Owner hereby certifies that:

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

Executed on the _____ day of _____,

Printed Name: _____

Title: _____

Signature: _____

Exhibit D
Local Spending and Support Plan

- A. In connection with the construction and operation of the Improvements in Carson County (the "Project"), Owner and the Owner's prime contractor(s) ('Prime Contractor(s)) responsible for overseeing construction and/or operation of the Improvements will invest by using commercially reasonable efforts to use services, materials and supplies purchased from Carson County individuals and businesses, provided that nothing in this paragraph shall require Owner or the Prime Contractor(s) to use services, materials and supplies provided by Carson County residents that are not: (i) of similar quality to those provided by nonresidents; or (ii) made available on terms and/or at prices comparable to those offered by nonresidents. This provision shall not apply to specialized services, materials, and supplies unique to the construction and operation of a data center and its ancillary support systems. Within ninety (90) days following completion of physical construction of the Project, Owner shall provide the County with a written project summary of the investment showing its compliance with the requirements set forth in this Local Spending and Support Plan.
- B. In no event shall Owner or the Prime Contractor discriminate against Carson County residents in employment or in the purchase of goods and services.
- C. In filling employment vacancies in connection with the Project, Owner and the Prime Contractor(s) will use commercially reasonable efforts to use Carson County labor, provided that nothing in this paragraph shall require Owner or the Prime Contractor to employ Carson County residence who are not: (i) equally or more qualified than nonresident applicants; or (ii) available for employment on terms and/or at salaries comparable to those required by nonresident applicants.
- D. Owner or a Prime Contractor shall designate a Coordinator of Local Hiring and Services who will act as a liaison between all contractors and any individual or business residing in Carson County who is interested in obtaining information about (1) employment, or (2) commercial services or supplies expected to be purchased by Owner or a contractor. The Coordinator of Local Hiring and Service may be located outside of Carson County.
- E. Owner or the Prime Contractor shall hold a job and contracting information session prior to beginning physical construction of the Project at which information will be provided regarding the construction and hiring needs of the Project. Such information session may be a virtual rather than in-person event if the County and Owner mutually determine that a virtual event is a more effective and preferable method to provide such information to interested parties. Such information also will be provided on a continuing basis through the Coordinator of Local Hiring and Services.