CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS	§ c
COUNTY OF BASTROP	§ § §
THE UNDERSIGNED HEREBY CERTIFIE	S that:
on the 9th day of December, 2024 in regular) of Bastrop County, Texas (the <i>County</i>), convened session in the regular meeting place of the Court in Meeting was at all times open to the public, the duly the being as follows:
Hon. Gregory Klaus Mel Hamner Clara Beckett Mark Meuth David Glass	County Judge Commissioner, Precinct No. 1 Commissioner, Precinct No. 2 Commissioner, Precinct No. 3 Commissioner, Precinct No. 4
and all of such persons were following: business considered at the Meeting, the attach	present at the Meeting, except the thus constituting a quorum. Among other ed resolution (the <i>Resolution</i>) entitled:
BETWEEN THE COUNTY AND I	ABATEMENT AGREEMENTS BY AND DFW33220N, LLC AND AUTHORIZING Y JUDGE TO EXECUTE THE TAX
Resolution, a motion was made by Commission	the Court. After presentation and discussion of the oner <u>Alass</u> that the Resolution be passed and discussioner <u>Renket</u> and carried by the following
5 voted "For" 0 vot	ed "Against" "Abstained"
all as shown in the official Minutes of the Cou	art for the Meeting.
[The remainder of this p	page intentionally left blank.]

2. The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court of the County on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Council was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, Texas Government Code, as amended.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 9th day of December, 2024.

County Clerk and Ex-Officio Clerk of the Commissioners Court of Bastrop County,

Texas

(SEAL OF COMMISSIONERS COURT)

ORDER

AN ORDER APPROVING TAX ABATEMENT AGREEMENTS BY AND BETWEEN THE COUNTY AND DFW33220N, LLC AND AUTHORIZING AND DIRECTING THE COUNTY JUDGE TO EXECUTE THE TAX ABATEMENT AGREEMENTS

WHEREAS, Chapter 312, Texas Tax Code, as amended (*Chapter 312*) authorizes Bastrop County, Texas (the *County*) to designate a reinvestment zone within the County and enter into an ad valorem tax abatement agreement with any owner of real property located therein; and

WHEREAS, Section 312.002(a) of Chapter 312 provides that the County may not designate an area as a reinvestment zone and enter into a tax abatement agreement unless (i) the Commissioners Court of the County (the Court) has established guidelines and criteria governing tax abatement agreements entered into by the County (Guidelines and Criteria) and (ii) adopts a resolution stating that the County elects to become eligible to participate in tax abatement; and

WHEREAS, the Court, on July 22, 2024, adopted a resolution in which it, among other matters, established the Guidelines and Criteria and elected to become eligible to participate in tax abatement; and

WHEREAS, the owners of an area of real property, as further described and identified in Exhibit A hereto (the *Property*), made application (the *Application*) to the County seeking that it designate such Property as a reinvestment zone under Chapter 312 and, in exchange therefor, such owners will (i) develop the Property in a manner that the Court hereby deems advisable and that would not otherwise occur without such designation and (ii) annually make to the County a "payment in lieu of taxes" for a specified duration; and

WHEREAS, Chapter 312 states that the County cannot adopt an order designating an area as a reinvestment zone unless the Court has held a public hearing on such designation (the *Hearing*) and, at least seven days prior thereto, published notice of the time, place, and subject of the Hearing in a newspaper of general circulation within the County (the *Published Notice*) and mailed such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone (the *Mailed Notice*); and

WHEREAS, the Court caused the Published Notice to be published in the *Austin American-Statesman* on July 19, 2024 and mailed the Mailed Notice to the presiding officers of the Bastrop Independent School District and Bastrop County Emergency Services District No. 1 (the *Other Taxing Entities*) on July 19, 2024; and

WHEREAS, the Court conducted the Hearing on July 26, 2024, at which time interested persons were allowed to speak and present evidence for or against the creation of a reinvestment zone upon the Property; and

WHEREAS, the Court, on July 26, 2024, adopted an order designating the Property as a commercial-industrial reinvestment zone under Chapter 312 and entitled such reinvestment zone "Bastrop County, Texas Precinct I Reinvestment Zone No 1." (the *Zone*); and

- WHEREAS, it is contemplated that four (4) data center campus buildings will be constructed within the Zone in multiple phases, as further detailed in the Application; and
- WHEREAS, due to the phasing of the construction of the buildings, each building will be the subject of a separate tax abatement agreement (each, a *Tax Abatement Agreement*; all four, collectively, the *Tax Abatement Agreements*; attached hereto as Exhibits B through E); and
- WHEREAS, the Court posted notice of a regular public meeting to be conducted by the Court on December 9, 2024, at which the Court will consider entering into property tax abatement agreements with EdgeConneX, Inc. (or a wholly-owned subsidiary thereof, including DFW33220N, LLC); and
- WHEREAS, the Court mailed notice of the public meeting and a copy of each contemplated tax abatement agreement to the presiding officers of the Other Taxing Units not later than the seventh day before the December 9, 2024 meeting; and
- WHEREAS, the Court hereby finds that all conditions to entering into tax abatement agreements with DFW33220N, LLC, as specified in the County's Guidelines and Criteria and in Chapter 312, have been satisfied and that the County's entering into tax abatement agreements with DFW33220N, LLC is in its best interests and the best interests of its residents; and

NOW, THEREFORE, BE IT ORDERED BY THE BASTROP COUNTY COMMISSIONERS COURT:

- **SECTION 1.** The Tax Abatement Agreements by and between the County and DFW33220N, LLC, unsigned copies of which are attached hereto as Exhibits B through E, are hereby approved, and the County Judge is hereby authorized and directed to sign each Tax Abatement Agreement on behalf of the County, as authorized under Chapter 312.
- **SECTION 2.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Court.
- **SECTION 3.** All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters resolved herein.
- **SECTION 4.** This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- **SECTION 5.** If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Court hereby declares that this Order would have been enacted without such invalid provision.
- **SECTION 6.** It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter

295716094.3 - 2 -

of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 7. This Order shall be in force and effect from and after the date of its adoption, and it is so ordered.

* * *

295716094.3

Do not date.

PASSED AND APPROVED, do y dec. and Vancounties 2024.

BASTROP COUNTY, TEXAS

ATTEST:

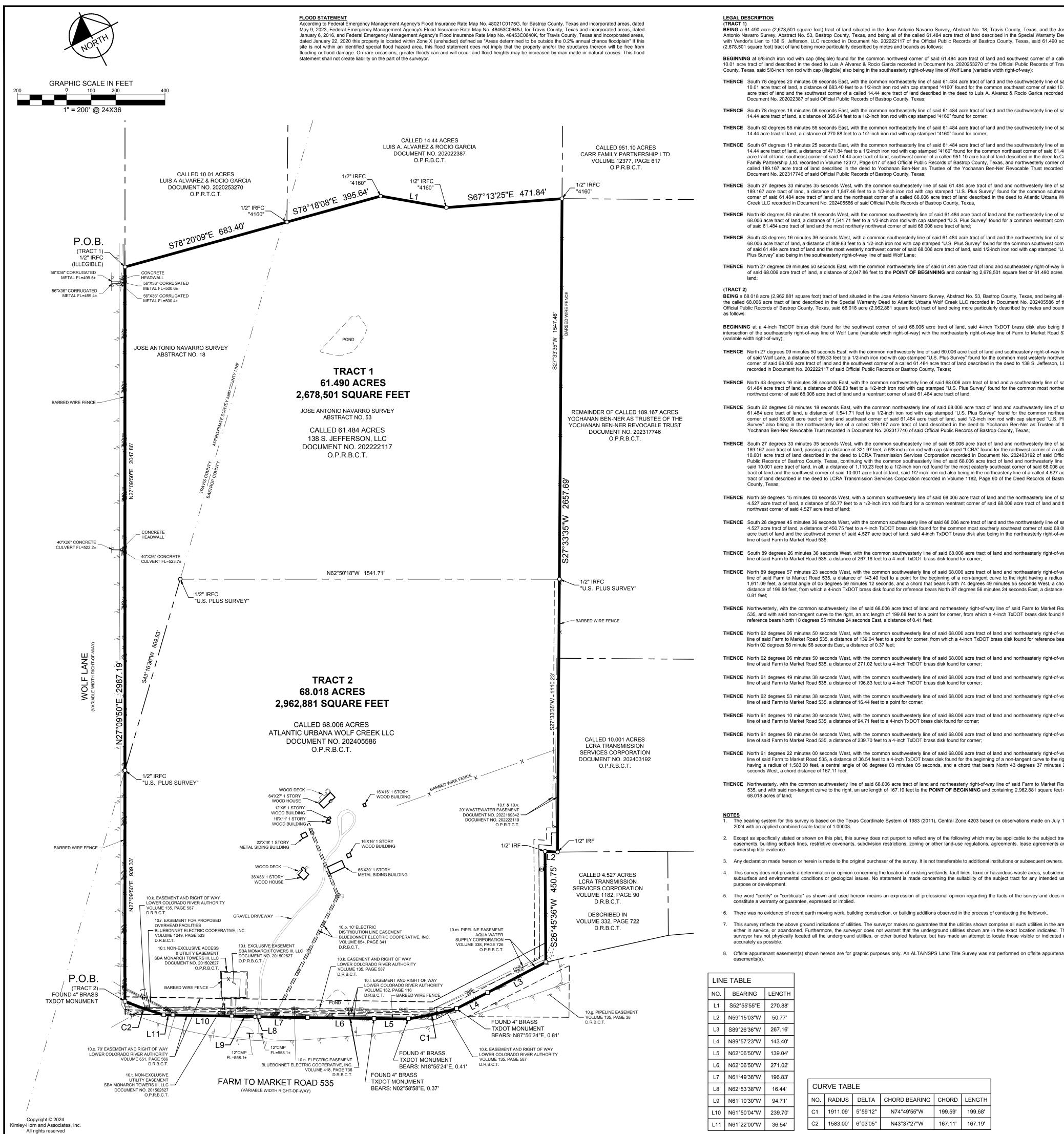
County Clerk and Ex-Officio Clerk of the Commissioners Court

QMMISSIONERS COURT)

EXHIBIT A

PROPERTY DESCRIPTION AND LOCATION MAP

295716094.3 A-1



LEGAL DESCRIPTION (TRACT 1)

BEING a 61.490 acre (2,678,501 square foot) tract of land situated in the Jose Antonio Navarro Survey, Abstract No. 18, Travis County, Texas, and the Jose Antonio Navarro Survey, Abstract No. 53, Bastrop County, Texas, and being all of the called 61.484 acre tract of land described in the Special Warranty Deed with Vendor's Lien to 138 S. Jefferson, LLC recorded in Document No. 202222117 of the Official Public Records of Bastrop County, Texas, said 61.490 acre (2,678,501 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at 5/8-inch iron rod with cap (illegible) found for the common northwest corner of said 61.484 acre tract of land and southwest corner of a called 10.01 acre tract of land described in the deed to Luis A Alvarez & Rocio Garcia recorded in Document No. 2020253270 of the Official Public Records of Travis County, Texas, said 5/8-inch iron rod with cap (illegible) also being in the southeasterly right-of-way line of Wolf Lane (variable width right-of-way);

- THENCE South 78 degrees 20 minutes 09 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 10.01 acre tract of land, a distance of 683.40 feet to a 1/2-inch iron rod with cap stamped "4160" found for the common southeast corner of said 10.01 acre tract of land and the southwest corner of a called 14.44 acre tract of land described in the deed to Luis A. Alvarez & Rocio Garica recorded in Document No. 202022387 of said Official Public Records of Bastrop County, Texas;
- THENCE South 78 degrees 18 minutes 08 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 395.64 feet to a 1/2-inch iron rod with cap stamped "4160" found for corner;
- THENCE South 52 degrees 55 minutes 55 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 270.88 feet to a 1/2-inch iron rod with cap stamped "4160" found for corner;
- THENCE South 67 degrees 13 minutes 25 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 471.84 feet to a 1/2-inch iron rod with cap stamped "4160" found for the common northeast corner of said 61.484 acre tract of land, southeast corner of said 14,44 acre tract of land, southwest corner of a called 951,10 acre tract of land, described in the deed to Carr Family Partnership ,Ltd. recorded in Volume 12377, Page 617 of said Official Public Records of Bastrop County, Texas, and northwesterly corner of a called 189.167 acre tract of land described in the deed to Yochanan Ben-Ner as Trustee of the Yochanan Ben-Ner Revocable Trust recorded in Document No. 202317746 of said Official Public Records of Bastrop County, Texas;
- THENCE South 27 degrees 33 minutes 35 seconds West, with the common southeasterly line of said 61.484 acre tract of land and northwesterly line of said 189.167 acre tract of land, a distance of 1.547.46 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common southeast corner of said 61.484 acre tract of land and the northeast corner of a called 68.006 acre tract of land described in the deed to Atlantic Urbana Wolf
- Creek LLC recorded in Document No. 202405586 of said Official Public Records of Bastrop County, Texas, THENCE North 62 degrees 50 minutes 18 seconds West, with the common southwesterly line of said 61.484 acre tract of land and the northeasterly line of said 68.006 acre tract of land, a distance of 1,541.71 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for a common reentrant corner
- of said 61.484 acre tract of land and the most northerly northwest corner of said 68.006 acre tract of land; THENCE South 43 degrees 16 minutes 36 seconds West, with a common southeasterly line of said 61.484 acre tract of land and the northwesterly line of said 68.006 acre tract of land, a distance of 809.83 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common southwest corner of said 61.484 acre tract of land and the most westerly northwest corner of said 68.006 acre tract of land, said 1/2-inch iron rod with cap stamped "U.S.
- THENCE North 27 degrees 09 minutes 50 seconds East, with the common northwesterly line of said 61.484 acre tract of land and southeasterly right-of-way line of said 68.006 acre tract of land, a distance of 2,047.86 feet to the POINT OF BEGINNING and containing 2,678,501 square feet or 61.490 acres of

BEING a 68.018 acre (2,962,881 square foot) tract of land situated in the Jose Antonio Navarro Survey, Abstract No. 53, Bastrop County, Texas, and being all of the called 68 006 acre tract of land described in the Special Warranty Deed to Atlantic Urbana Wolf Creek LLC recorded in Document No. 202405586 of the Official Public Records of Bastrop County, Texas, said 68,018 acre (2,962,881 square foot) tract of land being more particularly described by metes and bounds

Plus Survey" also being in the southeasterly right-of-way line of said Wolf Lane;

BEGINNING at a 4-inch TxDOT brass disk found for the southwest corner of said 68.006 acre tract of land, said 4-inch TxDOT brass disk also being the intersection of the southeasterly right-of-way line of Wolf Lane (variable width right-of-way) with the northeasterly right-of-way line of Farm to Market Road 535 (variable width right-of-way);

- THENCE North 27 degrees 09 minutes 50 seconds East, with the common northwesterly line of said 60 006 acre tract of land and southeasterly right-of-way line of said Wolf Lane, a distance of 939.33 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common most westerly northwest corner of said 68.006 acre tract of land and the southwest corner of a called 61.484 acre tract of land described in the deed to 138 S. Jefferson, LLC recorded in Document No. 202222117 of said Official Public Records or Bastrop County, Texas;
- THENCE North 43 degrees 16 minutes 36 seconds East, with the common northwesterly line of said 68.006 acre tract of land and a southeasterly line of said 61.484 acre tract of land, a distance of 809.83 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common most northerly northwest corner of said 68.006 acre tract of land and a reentrant corner of said 61.484 acre tract of land;
- THENCE South 62 degrees 50 minutes 18 seconds East, with the common northeasterly line of said 68.006 acre tract of land and southwesterly line of said 61.484 acre tract of land, a distance of 1,541.71 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common northeast corner of said 68.006 acre tract of land and southeast corner of said 61.484 acre tract of land, said 1/2-inch iron rod with cap stamped "U.S. Plus Survey" also being in the northwesterly line of a called 189.167 acre tract of land described in the deed to Yochanan Ben-Ner as Trustee of the ochanan Ben-Ner Revocable Trust recorded in Document No. 202317746 of said Official Public Records of Bastrop County, Texas
- THENCE South 27 degrees 33 minutes 35 seconds West, with the common southeasterly line of said 68.006 acre tract of land and northwesterly line of said 189.167 acre tract of land, passing at a distance of 321.97 feet, a 5/8 inch iron rod with cap stamped "LCRA" found for the northwest corner of a called 10.001 acre tract of land described in the deed to LCRA Transmission Services Corporation recorded in Document No. 202403192 of said Official Public Records of Bastrop County, Texas, continuing with the common southeasterly line of said 68.006 acre tract of land and northwesterly line of said 10.001 acre tract of land, in all, a distance of 1,110.23 feet to a 1/2-inch iron rod found for the most easterly southeast corner of said 68.006 acre tract of land and the southwest corner of said 10.001 acre tract of land, said 1/2 inch iron rod also being in the northeasterly line of a called 4.527 acre tract of land described in the deed to LCRA Transmission Services Corporation recorded in Volume 1182, Page 90 of the Deed Records of Bastrop
- THENCE North 59 degrees 15 minutes 03 seconds West, with a common southwesterly line of said 68.006 acre tract of land and the northeasterly line of said 4.527 acre tract of land, a distance of 50.77 feet to a 1/2-inch iron rod found for a common reentrant corner of said 68.006 acre tract of land and the northwest corner of said 4.527 acre tract of land:
- THENCE South 26 degrees 45 minutes 36 seconds West, with the common southeasterly line of said 68.006 acre tract of land and the northwesterly line of said 4.527 acre tract of land, a distance of 450.75 feet to a 4-inch TxDOT brass disk found for the common most southerly southeast corner of said 68.006 acre tract of land and the southwest corner of said 4.527 acre tract of land, said 4-inch TxDOT brass disk also being in the northeasterly right-of-way line of said Farm to Market Road 535:
- THENCE South 89 degrees 26 minutes 36 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 267.16 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 89 degrees 57 minutes 23 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 143.40 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1,911.09 feet, a central angle of 05 degrees 59 minutes 12 seconds, and a chord that bears North 74 degrees 49 minutes 55 seconds West, a chord distance of 199.59 feet, from which a 4-inch TxDOT brass disk found for reference bears North 87 degrees 56 minutes 24 seconds East, a distance of
- THENCE Northwesterly, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, and with said non-tangent curve to the right, an arc length of 199.68 feet to a point for corner, from which a 4-inch TxDOT brass disk found for reference bears North 18 degrees 55 minutes 24 seconds East, a distance of 0.41 feet;
- THENCE North 62 degrees 06 minutes 50 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 139.04 feet to a point for corner, from which a 4-inch TxDOT brass disk found for reference bears North 02 degrees 58 minute 58 seconds East, a distance of 0.37 feet;
- THENCE North 62 degrees 06 minutes 50 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 271.02 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 61 degrees 49 minutes 38 seconds West, with the common southwesterly line of said 68,006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 196.83 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 62 degrees 53 minutes 38 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 16,44 feet to a point for corner
- THENCE North 61 degrees 10 minutes 30 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 94.71 feet to a 4-inch TxDOT brass disk found for corner
- THENCE North 61 degrees 50 minutes 04 seconds West with the common southwesterly line of said 68 006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 239.70 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 61 degrees 22 minutes 00 seconds West, with the common southwesterly line of said 68,006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 36.54 feet to a 4-inch TxDOT brass disk found for the beginning of a non-tangent curve to the right having a radius of 1,583.00 feet, a central angle of 06 degrees 03 minutes 05 seconds, and a chord that bears North 43 degrees 37 minutes 27 seconds West, a chord distance of 167.11 feet
- THENCE Northwesterly, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, and with said non-tangent curve to the right, an arc length of 167.19 feet to the POINT OF BEGINNING and containing 2,962,881 square feet or

- 1. The bearing system for this survey is based on the Texas Coordinate System of 1983 (2011), Central Zone 4203 based on observations made on July 11
- 2. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land-use regulations, agreements, lease agreements and ownership title evidence.
- 4. This survey does not provide a determination or opinion concerning the location of existing wetlands, fault lines, toxic or hazardous waste areas, subsidence
- subsurface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject tract for any intended use,
- 5. The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied
- 6. There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork
- 7. This survey reflects the above ground indications of utilities. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service, or abandoned. Furthermore, the surveyor does not warrant that the underground utilities shown are in the exact location indicated. The surveyor has not physically located all the underground utilities, or other buried features, but has made an attempt to locate those visible or indicated as
- 8. Offsite appurtenant easement(s) shown hereon are for graphic purposes only. An ALTA/NSPS Land Title Survey was not performed on offsite appurtenant

LINE TABLE		
NO.	BEARING	LENGTH
L1	S52°55'55"E	270.88'
L2	N59°15'03"W	50.77'
L3	S89°26'36"W	267.16'
L4	N89°57'23"W	143.40'
L5	N62°06'50"W	139.04'
L6	N62°06'50"W	271.02'
L7	N61°49'38"W	196.83'
L8	N62°53'38"W	16.44'
L9	N61°10'30"W	94.71'
L10	N61°50'04"W	239.70'

CUF	RVE TAB	LE			
NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGT
C1	1911.09'	5°59'12"	N74°49'55"W	199.59'	199.68
C2	1583.00'	6°03'05"	N43°37'27"W	167.11'	167.19

NOTES ADDRESSING SCHEDULE B EXCEPTIONS

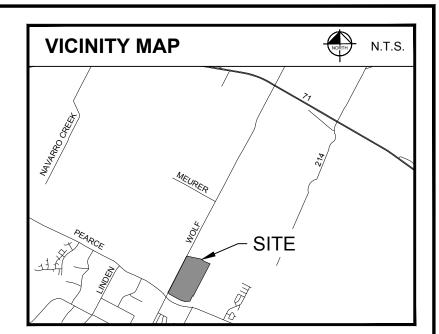
10.f. Easement To: Aqua Water Supply Corporation

(Pursuant to Commitment for Title Insurance, issued by First American Title Insurance Company, GF. No. NCS-1220400-DC72, effective date May 07, 2024, issued May 31, 2024.)

- 10.e. Terms, conditions and stipulations contained in Agreement: Recorded: October 18, 2022 in County Clerk's File No. 2022168854, Official Public Records, Travis County, Texas. Type: Covenant and Restrictive Use Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- Recorded: October 19, 2022 in County Clerk's File No. 2022169342, of the Official Public Records, of Travis County, Texas. Purpose: Wastewater Line Easemen SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.g. Recorded: July 12, 1952 in Volume 135, Page 38, of the Deed records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does not affect the surveyed property but is shown
- 10.h. Easement To: Lower Colorado River Authority Recorded: July 08, 1952 in Volume 135, Page 27, of the Deed Records, of Bastrop County, Texas. Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: Cannot be plotted.
- 10.i. Easement To: Lower Colorado River Authority Recorded: May 25, 1960 in Volume 152, Page 118, of the Deed Records, of Bastrop County, Texas.
- Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: Cannot be plotted.
- 10.j. Recorded: July 02, 1940 in Volume 103, Page 614, of the Deed records, of Bastrop County, Texas. asement Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: According to the provided document, this item is blanket in nature and surveyor cannot determine if it
- 10.k. Easement To: Lower Colorado River Authority Recorded: November 28, 1952 in Volume 135, Page 587, of the Deed Records, of Bastrop County, Texas.
- Purpose: Electric transmission and/or distribution line SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.I. Easement To: Lower Colorado River Authority Recorded: May 25, 1960 in Volume 152, Page 116, of the Deed Records, of Bastrop County, Texas. Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.m. Recorded: September 12, 1985 in Volume 388, Page 726, of the Official Public records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.n. Recorded: May 15, 1986 in Volume 418, Page 736, of the Official Public records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown ereon. A portion of the easement appears to be abandoned and is not shown. (TRACT 2)
- 10.o. Easement To: Lower Colorado River Authority Recorded: December 17, 1992 in Volume 651, Page 566, of the Official Public Records, of Bastrop County, Texas. Purpose: Electric Line Easement and Right of Way SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.p. Recorded: January 14, 1993 in Volume 654 Purpose: Easement for Electric Distribution Line or System
- 10.g. Easement To: Agua Water Supply Corporation Recorded: November 05, 1999 in Volume 1013, Page 455, of the Official Public Records, of Bastrop County, Texas.
- SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but cannot be

SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown

- 10.r. Easement To: Bluebonnet Electric Cooperative, Inc.. Recorded: August 02, 2002 in Volume 1249, Page 533, of the Official Public Records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.s. Easement To: Bluebonnet Electric Cooperative, Inc.. Recorded: December 19, 2007 in Volume 1800, Page 179, of the Official Public Records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but cannot be
- 10.t. Terms, conditions and stipulations contained in Agreement: Recorded: March 02, 2015 in County Clerk's File No. 201502627, Official Public Records, Bastrop County, Texas. Type: Easement Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.u. Terms, conditions and stipulations contained in Agreement: Recorded: October 18, 2022 in County Clerk's File No. 202222059, Official Public Records, Bastrop County, Texas. Type: Covenant and Restrictive Use Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- 10.v. Easement To: Aqua Water Supply Corporation Purpose: Wastewater Line Easemen
- <u>SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown</u> 10.w. Terms, Conditions, and Stipulations in Memorandum of Lease Agreement:
- Lessor: Charles Louis Goerner, an Individually and as Independent Executor of the Estate of Catherine Wolf Goerner in Probate #73077 Lessee: T-Mobile West Corporation, a Delaware corporation Recorded: October 17, 2007 in Volume 1785, Page 205, of the Official Public records, of Bastrop County, Texas
- Memorandum of Assignment and Site Lease Agreement filed for record on May 01, 2008 in Volume 1831, Page 547 of the Official Public Records of Bastrop County, Texas. Memorandum of Assignment filed for record on November 13, 2012 in Volume 2188, Page 663 of the Official Public Records of Bastron County Texas SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- 10.x. Subject property abuts a non-access or a limited-access road, highway or freeway. This Company does not insure the right of ingress and egress to and from said road, highway, or freeway, and assumes no liability in connection therewith.



Ճ	ROOF DRAIN	\square	MAIL BOX
TV	CABLE TV BOX	0	SANITARY SEWER CLEAN OUT
0	CABLE TV HANDHOLE	(S)	SANITARY SEWER MANHOLE
(TV)	CABLE TV MANHOLE	<u>\$</u>	SANITARY SEWER MARKER FLAG
(ii)	CABLE TV MARKER FLAG	ß	SANITARY SEWER MARKER SIGN
$\overline{\mathbb{A}}$	CABLE TV MARKER SIGN	<u>s</u>	SANITARY SEWER SEPTIC TANK
TV	CABLE TV VAULT	S	SANITARY SEWER VAULT
С	COMMUNICATIONS BOX	D	STORM SEWER BOX
0	COMMUNICATIONS HANDHOLE		STORM SEWER DRAIN
0	COMMUNICATIONS MANHOLE	0	STORM SEWER MANHOLE
Û	COMMUNICATIONS MARKER FLAG	Ь	STORM SEWER VAULT
◬	COMMUNICATIONS MARKER SIGN	1000	TRAFFIC BARRIER
С	COMMUNICATIONS VAULT	•	TRAFFIC BOLLARD
<u> </u>	ELEVATION BENCHMARK	TR	TRAFFIC BOX
F	FIBER OPTIC BOX	®	CROSS WALK SIGNAL
<u> (E</u>	FIBER OPTIC HANDHOLE	®	TRAFFIC HANDHOLE
<u>(F)</u>	FIBER OPTIC MANHOLE	(R)	TRAFFIC MANHOLE
<u>Û</u>	FIBER OPTIC MARKER FLAG	A	TRAFFIC MARKER SIGN
A	FIBER OPTIC MARKER SIGN	©	- TRAFFIC SIGNAL
	FIBER OPTIC VAULT	ĪR	TRAFFIC VAULT
Ā	MONITORING WELL	U	UNIDENTIFIED BOX
<u>©</u>	GAS HANDHOLE	0	UNIDENTIFIED HANDHOLE
<u>G</u>	GAS METER	Ų.	UNIDENTIFIED METER
<u>(G)</u>	GAS MANHOLE	(v)	UNIDENTIFIED MANHOLE
<u>©</u>	GAS MARKER FLAG	Å	UNIDENTIFIED MARKER FLAG
<u> </u>	GAS SIGN	₩	UNIDENTIFIED MARKER SIGN
<u> </u>	GAS TANK	2	UNIDENTIFIED POLE
<u>G</u>	GAS VAULT	0	UNIDENTIFIED TANK
<u>©</u>	GAS VALVE		UNIDENTIFIED VAULT
	TELEPHONE BOX		UNIDENTIFIED VALVE
(T)	TELEPHONE HANDHOLE	(<u>)</u>	TREE
<u> </u>	TELEPHONE MANHOLE TELEPHONE MARKER FLAG	M M	WATER BOX FIRE DEPT. CONNECTION
$\frac{\forall}{\mathbb{A}}$	TELEPHONE MARKER SIGN	8	WATER HAND HOLE
\pm	TELEPHONE VAULT	7	FIRE HYDRANT
Ā	PIPELINE MARKER SIGN	6	WATER METER
E	ELECTRIC BOX	(W)	WATER MANHOLE
%. □	FLOOD LIGHT	8	WATER MARKER FLAG
ᆿ	GUY ANCHOR	Ä	WATER MARKER SIGN
-	GUY ANCHOR POLE	W	WATER VAULT
(E)	ELECTRIC HANDHOLE	×	WATER VALVE
Ť	LIGHT STANDARD	(M)	WATER WELL
Ŏ	ELECTRIC METER		5/8" IRON ROD W/ "KHA" CAP SET
(E)	ELECTRIC MANHOLE		IRON ROD WITH CAP FOUND
6	ELECTRIC MARKER FLAG	MNS	MAG NAIL SET
Ā	ELECTRIC MARKER SIGN	MNF	MAG NAIL FOUND
Ø	UTILITY POLE	IRF	IRON ROD FOUND
T	ELECTRIC TRANSFORMER	IPF	IRON PIPE FOUND
E	ELECTRIC VAULT	ADF	ALUMINUM DISK FOUND
ъ	HANDICAPPED PARKING	BDF	BRASS DISK FOUND
 	SIGN	4'	BRASS TXDOT MONUMENT FOUN
Ы	MARQUEE/BILLBOARD	XS	"X" CUT IN CONCRETE SET
0	BORE LOCATION	XF	"X" CUT IN CONCRETE FOUND
•	FLAG POLE	P.O.B	. POINT OF BEGINNING
(GT)	GREASE TRAP	P.O.C	. POINT OF COMMENCING

LINE TYPE LE	GEND
	BOUNDARY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
·	BUILDING LINE
——— W———	WATER LINE
ss	SANITARY SEWER LINE
= = =	STORM SEWER LINE
——— GAS———	UNDERGROUND GAS LINE
OHE	OVERHEAD UTILITY LINE
——— UGE———	UNDERGROUND ELECTRIC LINE
——— UGT———	UNDERGROUND TELEPHONE LINE
—— CBL ——	UNDERGROUND CABLE LINE
-x - x - x - x -	FENCE
7 23 24 27 7 23 2	CONCRETE PAVEMENT
11 11 11	ASPHALT PAVEMENT
l ——II——II	DENIAL OF ACCESS LINE

PARKING TABL	E
TYPE	NUMBER
REGULAR	0 SPACES
HANDICAPPED	0 SPACES
TOTAL	0 SPACES

SURVEYOR'S CERTIFICATION

To: Edgeconnex Real Estate Acquisitions, LLC First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 8, 9, 13 and 16 of Table A thereof. The field work was completed on July 5, 2024. Survey Date: July 15, 2024

Shaun Marvin Piepkorn Registered Professional Land Surveyor No. 6433 Kimley-Horn and Associates, Inc. 801 Cherry Street, Unit 11, Suite 1300 Fort Worth, Texas 76102 shaun.piepkorn@kimley-horn.com

PRELIMINARY THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ALTA/NSPS LAND TITLE SURVEY 129.508 ACRES JOSE ANTONIO NAVARRO SURVEY

ABSTRACT NO. 53 BASTROP COUNTY, TEXAS JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 18 TRAVIS COUNTY, TEXAS

Fort Worth, Texas 76102 FIRM # 10194040 www.kimley-horn.com <u>Date</u> Sheet No. <u>Drawn by</u> 1" = 200' BSG 7/15/2024 068931302

EXHIBIT B

Tax Abatement Agreement (Building 1)

295716094.3 B-1

TAX ABATEMENT AGREEMENT BETWEEN BASTROP COUNTY, TEXAS AND DFW33220N, LLC

This Tax Abatement Agreement (this "Agreement") is entered into by and between Bastrop County, Texas (the "County") duly acting herein by and through its County Judge, and DFW33220N, LLC, including an Affiliate or Subsidiary thereof (together with its successors and assigns, "Owner") effective as of December 9, 2024, and is as follows:

Recitals:

- A. This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act (the "Act"), Texas Tax Code, Chapter 312, as amended; by a resolution adopted by the Commissioners Court of Bastrop County (the "Commissioners Court") on July 22, 2024. The Commissioners Court has previously (i) adopted a resolution stating that the County elects to be eligible to participate in tax abatements, and (ii) adopted the Bastrop County Tax Abatement Policy (Guidelines and Procedures) adopted by the County on July 22, 2024 which are currently in effect (the "Guidelines"); and
- B. The Commissioners Court adopted an order on July 26, 2024 (the "Order", attached hereto as Exhibit A) designating the "Bastrop County, Texas Precinct 1 Reinvestment Zone No 1." for commercial-industrial tax abatement (the "Reinvestment Zone"); the Reinvestment Zone is described in the Order (and the exhibits attached thereto); and
- C. Owner proposes certain improvements generally described as a data center campus (the "Project"), as more fully described in the Owner's application for abatement which is attached to this Agreement as Exhibit B (the "Application"), that will be located on land within the Reinvestment Zone. The Owner proposes to construct the Project in multiple phases, as described in Attachment B to the Application. The improvements described in the Application that are the subject of this Agreement are limited to the improvements pertaining to "Phase 1" or "Building 1" as described in Attachment B to the Application ("Building 1"). The Building 1 Improvements (hereinafter defined) and the Building 1 Facilities (hereinafter defined) will be captured in a separate taxing parcel in the records of the Tax Assessor/Collector for the County for purposes of this Agreement; and
- D. The Commissioners Court, after conducting a hearing and having heard evidence and testimony, has concluded, based on the evidence and testimony presented to it, that the Building 1 Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Agreement and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines, or to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with the Act, that this Agreement should be entered into notwithstanding any such inconsistency; and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County; and
- E. Proper notice of the County's intent to enter into this Agreement has been provided to the presiding officers of each of the other taxing units levying taxes in the Reinvestment Zone not less than seven (7) days prior to the date on which this Agreement was approved by the Commissioners Court; and

F. This Agreement was adopted at a regularly scheduled meeting of the Commissioners Court which was preceded by thirty day written notice which was properly posted in accordance with the Open Meetings Act and at which a quorum of the Commissioners Court was present; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

- Section 1.01. "Affiliate" or "Affiliate of Owner" shall mean a person who controls, is controlled by, or under common control with another person, where a person shall be deemed to control another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person through an ownership interest or pursuant to a binding agreement; and "Subsidiary" or "Subsidiary of Owner" shall have the meaning assigned to it in the Texas Business Organizations Code.
- Section 1.02. "Background Information" shall include, without limitation, in the case of a proposed assignee or partial assignee and any specific Affiliate or Affiliates of a proposed assignee or partial assignee identified by the County and reasonably pertinent to the County's consent under Article 7 hereof:
 - (1) its legal name or identity;
 - (2) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office; and
 - (3) the state in which it was chartered and its registered office and agent in that state, the name and address of its registered agent and office in the State of Texas, and the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code).
- Section 1.03. "Base Value" shall mean, for purposes of the abatement on the Building 1 Facilities, the assessed value, as of January 1, 2024, which is \$365,669.25. Such value shall be determined by the Chief Appraiser of the Bastrop Central Appraisal District (the "Appraisal District").
- Section 1.04. "Building 1 Facilities" shall mean the Building 1 Improvements and all other tangible property or fixtures, more fully described in the Owner's Application, as used by Owner in connection with its data center campus operations in the Reinvestment Zone and shall include any property added to the Building 1 Improvements because of repairs, retrofitting, or additional improvements during the term of this Agreement. Notwithstanding the foregoing sentence, Building 1 Facilities shall include only the following property: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement or tangible personal property as provided in Chapter 1 of the Texas Tax Code, and (iv) it must be constructed or placed

in the Reinvestment Zone after the date this Agreement is approved by the Commissioners Court.

- Section 1.05. "Building 1 Improvements" shall mean improvements, fixtures, and equipment, which are more particularly described in the Application, identifying the improvements that are to be installed within the Reinvestment Zone. Notwithstanding the foregoing sentence, improvements shall include only the following property: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to the Act, (iii) it must meet the definition of an improvement or tangible personal property as provided in Chapter 1 of the Texas Tax Code, and (iv) it must be constructed or placed in the Reinvestment Zone after the date this Agreement is approved by the Commissioners Court.
- Section 1.06. "Certified Appraised Value" shall mean the final appraised value of property that is subject to property taxation under the Texas Tax Code, as determined and certified by the Appraisal District after the exhaustion of remedies under Texas Tax Code Title 1, Subtitle F, for each taxable year during the Abatement Period.
- Section 1.07 "Initial Appraised Value" shall mean the appraised value of taxable property as determine by the Appraisal District that is subject to property taxation under the Texas Tax Code prior to the exercise of any remedies under Texas Tax Code Title 1, Subtitle F, for each taxable year during the Abatement Period.
- Section 1.08. "Substantial completion," including derivatives of this term, shall mean minimum completion to achieve Project Purpose, with specificity.
- Section 1.09. "Taxes" shall mean ad valorum property taxes, including Maintenance & Operations ("M&O"), Interest and Sinking Funds ("I&S"), and Lateral Road, Farm-to-Market, Road and Bridge, or other special County tax authorized by the Texas Constitution and in effect, either currently-existing or later-imposed, for any year during the Abatement Period with respect to the Building 1 Improvements and Building 1 Facilities.

ARTICLE 2. BUILDING 1 IMPROVEMENTS

- Section 2.01. <u>Building 1 Improvements in Reinvestment Zone.</u> Owner anticipates that it will construct the Building 1 Improvements within the Reinvestment Zone. Owner acknowledges that the abatement granted herein is conditioned upon completion of construction of the Building 1 Improvements within the Reinvestment Zone as provided in Section 3.04 herein.
- Section 2.02. Timing of Building 1 Improvements. Owner projects that construction of the Building 1 Improvements will begin by December 31, 2026 (the "Construction Commencement Date"), and will be substantially completed by December 31, 2029. If Owner has not commenced construction of the Building 1 Improvements by the Construction Commencement Date, or has not substantially completed construction of the Building 1 Improvements by December 31, 2029, then Owner may, in writing, request a one-time, one-year extension of such previous deadline (or such later deadline resulting from Owner's exercise of a force majeure extension as described in Section 9.07 of this Agreement) in the event of power availability limitations, permitting delays, equipment shortages, construction delays or other events or circumstances impacting construction that are beyond Owner's reasonable control. The County shall not

unreasonably withhold, condition, or delay its consent to any such extension. In the event that Owner has not substantially completed construction of the Building 1 Improvements by the later of December 31, 2029 or an extended date, pursuant to the provisions above, this Agreement shall terminate.

Section 2.03. Plans and Specifications, Governmental Requirements, and Workmanship. All Building 1 Improvements shall be constructed and installed substantially in accordance with plans and specifications (as the same may be amended, modified or changed by change orders from time to time, the "Plans and Specifications") prepared by an engineer or architect licensed within one of the states of the United States of America and in accordance with all regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. Owner shall take such steps as are reasonably necessary to see that all work on the Building 1 Improvements is completed in a good and workmanlike manner.

ARTICLE 3. TAX ABATEMENT

- Section 3.01. <u>Tax Abatement Granted</u>. Subject to the terms and conditions of this Agreement, the County agrees to abate 75% of the annual taxes imposed by the County and assessed by the Appraisal District on the increase in the assessed value (above the Base Value) of the Building 1 Facilities located in the Reinvestment Zone for each year during the Abatement Period, as provided by this Agreement.
- Section 3.02. Abatement Period; Commencement Date; Term of Agreement. The period in which taxes are abated (the "Abatement Period") shall begin on the Commencement Date, which shall be the later of: (a) January 1st of the first calendar year after the commencement of commercial operations (the "Commercial Operations Deadline" or "COD") of the Building 1 Facilities, as the term COD is customarily used in the Project industry; or (b) January 1st of the calendar year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner (the "Commencement Date"). The Abatement Period will terminate on December 31st of the tenth (10th) year following the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any covenants, obligations, or payments owing to the other as of the date the Agreement is terminated. As used in this Section 3.02, "Notice of Abatement Commencement" means a notice that Owner may, in its sole discretion, deliver to the County stating Owner's desire to commence the Abatement Period. If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the abatement period to begin on January 1, 202_..." and the date stated in the Notice of Abatement Commencement shall be the Commencement Date. Owner shall deliver the Notice of Abatement Commencement not later than the December 31st that immediately precedes the January 1st Commencement Date. Regardless of whether or not Owner delivers a Notice of Abatement Commencement, Owner shall provide certification of the COD in writing both to the County and to the Appraisal District within sixty (60) days of the COD. As required by Chapter 312 of the Texas Tax Code, in no event shall the Abatement Period exceed a period of ten (10) Tax Years.
- Section 3.03. Payments of Taxes. Owner agrees to pay all ad valorem taxes due with respect to any property owned by Owner (including any Affiliate or Subsidiary of Owner) located in the County that is not subject to tax abatement under this Agreement.

- Section 3.04. <u>Conditions to Tax Abatement</u>. The tax abatement granted by this Agreement is expressly conditioned upon the following conditions which must be satisfied throughout the entire term of this Agreement and with which Owner agrees to comply with at all times, subject, however, to the notice and cure rights of Owner set forth in Article 6 hereof:
 - (1) Ownership of the Property. The Owner acquires and owns the real property that is located within the Reinvestment Zone.
 - (2) <u>Construction of the Building 1 Improvements</u>. Owner's timely construction of the Building 1 Improvements in accordance with this Agreement.
 - (3) <u>Operations</u>. Owner's operation of the Building 1 Facilities as a data center campus.
 - (4) <u>Compliance with this Agreement</u>. Owner's compliance with all material covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.
 - (5) <u>Accuracy of Representations</u>. The accuracy and truthfulness in all material respects of the representations by Owner contained in this Agreement as of the date this Agreement is executed and throughout the term of this Agreement.
 - (6) Payment of Taxes. The payment by Owner (including any Affiliate or Subsidiary of Owner), prior to delinquency, of all taxes imposed by the County, any other taxing unit within the County based on the value of, or levied against, the Building 1 Facilities or the Building 1 Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law, and pays the tax, as finally determined, prior to delinquency as required by applicable law.
 - (7) Continued Operations following Abatement. Owner agrees to continue routine commercial operation of the Building 1 Facilities, including all outages for repair, maintenance and refurbishment, for a period of fifteen (15) years after the end of the Abatement Period. In addition to any other remedies available to the County pursuant to this Agreement or applicable law, upon any breach of this covenant as determined by a final judgment by a court of competent jurisdiction, the County shall be entitled to the remedies specified in Section 6.04 hereof.
 - (8) Annual Certification. Beginning in the year immediately following the Commencement Date and continuing each year thereafter during the Abatement Period, Owner agrees to annually submit a certified, sworn statement acceptable to the Bastrop County Auditor and signed by an authorized officer or employee of Owner that it is in full compliance with its obligations under this Agreement or, if not in full compliance, a statement disclosing the nature of any non-compliance and any reasons therefor.
 - (9) <u>Dedication of Land for Public Improvements</u>. Owner hereby acknowledges that the grant of economic incentives described herein is conditioned on the Owner's

agreement, subject to the terms and limitations provided below, to work with the County and/or the Texas Department of Transportation ("TxDOT") and to cooperate in good faith with their efforts to perform such improvements, including Owner's agreement to dedicate, convey, or otherwise transfer to a transferee designated by the County or TxDOT, sufficient land along the portion of the property adjacent to Pearce Lane (the "Highway") to facilitate the planned expansion of the Highway in accordance with TxDOT's existing plans as of the effective date of this Agreement (the "Plans", dated February 11, 2020, attached hereto as Exhibit C). The foregoing agreement of Owner is subject to and conditioned upon: (a) the improvements being carried out as depicted in the Plans, and (b) reserving the Owner's rights pursuant to all applicable laws and regulations with respect to any impact such improvements or such dedication or conveyance may have on Owner's rights or property, including Owner's right to fair market compensation. The land to be dedicated or conveyed (the "Dedicated Land") shall: (i) conform to the specifications outlined in the Plans, including but not limited to width, alignment, and grading requirements; (ii) be free and clear of all liens, encumbrances, and other restrictions that may impede the use of the Dedicated Land for public purposes, except to the extent such liens, encumbrances and other restrictions exist in the public records as of the date of this Agreement; and (iii) be conveyed to TxDOT or another entity as directed by TxDOT within ninety (90) days of receiving written notice from the County or TxDOT. Owner agrees to coordinate with TxDOT and the County to ensure the proper legal description, platting, and any other documentation necessary to complete the dedication or conveyance of the Dedicated Land. The provisions of this Section 3.04, including Owner's obligations hereunder, shall be deemed to have expired and shall be of no further force and effect after the date that is five (5) years after the effective date of this Agreement.

ARTICLE 4. COVENANTS APPLICABLE TO CONSTRUCTION AND OPERATIONS AFTER CONSTRUCTION

- Section 4.01. Inspections. The County shall have the right to inspect the Building 1 Improvements and the Building 1 Facilities. The County agrees to provide Owner with at least two (2) weeks advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted at a mutually agreed time and date and in a manner that will not unreasonably interfere with the construction of the Building 1 Improvements or the operation of the Building 1 Facilities. In the event of such inspection, County may be restricted from access to areas physically occupied by the customer/tenant of the data center building, unless County has obtained the express written consent from the customer/tenant prior to the date of such inspection. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents, or employees of the County or the Appraisal District. Nothing herein shall be construed to limit or diminish the authority of the County or the Appraisal District to conduct inspections or obtain information under applicable law.
- Section 4.02. <u>Determination of Value</u>. The parties recognize that to the extent required by applicable law, the Chief Appraiser of the Appraisal District shall annually assess the Certified Appraised Value of all real and personal property making up the Building 1

Facilities without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement, and the Chief Appraiser shall then record both values in the appraisal records. The Certified Appraised Value of the Building 1 Facilities without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Appraisal District with such information as is required by applicable law (including a rendition filed under Chapter 22 of the Texas Tax Code and an application for exemption filed under Section 11.28 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 4.03 hereinbelow. A change in the legal description of the property that is the subject of this Agreement (whether by voluntary dedication, eminent domain, or similar action) will not impact the abatement on the rest of the property that is the subject of this Agreement.

Section 4.03. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Building 1 Facilities in accordance with applicable law. However, the Owner shall be bound by any representations of amounts to be invested subject to abatement in the Application, or contained within this Agreement.

ARTICLE 5. REPRESENTATIONS

- Section 5.01. By the County. The County hereby warrants and represents that this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County.
- Section 5.02. By Owner. Owner hereby warrants and represents to the County:
 - (1) That Owner is a limited liability corporation in good standing under the laws of its state of organization and authorized to do business in the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas:
 - (2) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units within the County;
 - (3) That the officer of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized to perform all covenants undertaken by Owner pursuant to this Agreement;
 - (4) That there is no operating agreement, certificate of formation provision, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein;

- (5) That none of the tangible personal property that is intended to be a part of the Building 1 Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the effective date of this Agreement; and
- (6) That this Agreement contains each term as agreed to by Owner.

ARTICLE 6. DEFAULT & REMEDIES

- Section 6.01. <u>Default In Constructing Building 1 Improvements</u>. If Owner fails to commence construction on the Building 1 Improvements by the Construction Commencement Date, of if the Owner fails to complete the Building 1 Improvements in the manner, and within the time period stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 6.03 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the construction of the Building 1 Improvements the County may terminate or cancel this Agreement and Owner shall pay to the County all tax revenues (including penalties, interest, attorney's fees and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Building 1 Improvements that are constructed.
- Section 6.02. <u>Default In Operations, Payments or Performance of Other Covenants</u>. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement:
 - (1) Owner fails to timely pay any amounts owing to County pursuant to this Agreement, including taxes owed to the County or any other taxing unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such taxes; or
 - (2) Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement; or
 - (3) Any representation made by Owner in Section 5.02 of this Agreement is materially untrue or, with the passage of time, becomes materially untrue; or
 - (4) Owner fails to maintain continued operations in accordance with Section 3.04(7).
- Section 6.03. Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 6.01 or 6.02 above), the County shall give the Owner written notice specifying the default.
 - (1) <u>Monetary Defaults</u>. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.
 - (2) <u>Non-Monetary Defaults</u>. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within ninety (90) days of the date of the notice of default by the County. This cure period shall be extended such additional time period as the documentation demonstrates is reasonably necessary to cure the default provided that Owner has commenced the cure and is diligently proceeding with such cure.

Section 6.04. Remedies. If an event of default is not cured in accordance with Section 6.03 above, then the County may terminate this Agreement. If there is a default (other than a default pursuant to Section 6.01 above) that is not cured by Owner within the time permitted by Section 6.03, Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs and any subsequent calendar year on which the default remains uncured for any period. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred. Regardless of any other term of this Agreement, in the event that Owner fails to comply with this Agreement, the County may cancel or modify the Agreement, as allowed by the Act.

Section 6.05. Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that Owner may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in the Building 1 Improvements and Building 1 Facilities, and Owner's lease and easement agreements related to the land on which the Building 1 Improvements and Building 1 Facilities are located ("Leases"), to any lender or to any trustee or beneficiary under a deed of trust or to any master or special servicer (a "Mortgagee") for the purpose of financing operations of the Building 1 Facilities, constructing the Building 1 Improvements or acquiring additional equipment for the Building 1 Facilities following any initial phase of construction (a "Financing"). Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide Owner hereunder so long as County has been provided notice of the identity and address of such Mortgagee, and such Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as Owner. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

The County shall, within ten (10) business days after receipt of a written request from Owner, execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by Owner (including a Mortgagee or prospective purchaser, assignee or investor). Without limitation, such estoppel certificate may include a certification as to the status of this Agreement, the existence of any defaults and the amount of any payments or other amounts due from Owner hereunder.

Section 6.06. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN. TERMINATION 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 THIS AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED HEREIN, ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE **EVENT** OWNER **FAILS** TO MAKE THE SPECIFIED BUILDING 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 SECTION ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, 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.

ARTICLE 7. ASSIGNMENT

- Section 7.01. Assignment. So long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 7.02 hereinbelow, and subject to the restrictions set forth in Section 7.04, Owner may, with the consent of the County, assign, in whole or in part, any of its rights or obligations under the terms of this Agreement or in the Building 1 Improvements, Leases or the Building 1 Facilities. Consent of the County may only be withheld under those circumstances described in Section 7.03 below. After an assignment that is completed in accordance with the requirements of this Agreement, Owner shall have no further rights, duties, or obligations under this Agreement to the extent such rights, duties, and obligations have been assumed by the assignee. Notwithstanding the foregoing, (i) an assignment of this Agreement pursuant to Section 6.06, including in connection with the foreclosure of the lien of any Mortgagee securing any Financing or conveyance in lieu thereof, shall not require the consent of the County; and (ii) an assignment of this Agreement in whole or part by Owner to an Affiliate of Owner in connection with the transfer by Owner of Building 1 Improvements or Building 1 Facilities to such Affiliate shall not require the consent of the County, provided that Owner shall provide written notice of such assignment to the County, and Owner and such Affiliate shall comply with Section 7.04(1) hereof.
- Section 7.02. <u>Information on Assignee to be Provided to County; Timing of Consent.</u> In the event Owner proposes to assign all or any portion of its interest in the Building 1 Facilities in a transaction that requires the County's consent, Owner agrees to provide the County the Background Information (as defined in Section 1.02) on the proposed assignee.
- County May Withhold Consent. The County may withhold its consent to a proposed Section 7.03. assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the tax assessments from the County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein; (ii) the proposed assignee has a record of violations or defaults with respect to its operations of storage projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement; or (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 7.04 below. If the County reasonably requests additional information, the County, the Owner, and the prospective assignee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise Owner in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 1.02. If the County withholds consent, it shall provide the reasons it is doing so in the written decision. If Owner disagrees with the County's denial of consent, within thirty (30) days following Owner's written request the Parties shall submit the consent issue to binding arbitration by an arbitrator acceptable to both parties. If the parties cannot agree on an arbitrator, the American Arbitration Association ("AAA") shall appoint an arbitrator and preside over the arbitration pursuant to AAA's commercial arbitration rules then in effect. Unless otherwise agreed in writing by the parties, the venue for such arbitration shall be at a location within the County.

- Section 7.04. <u>Conditions to Assignment</u>. Owner's assignment shall also be conditioned on the following:
 - (1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement; and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement;
 - (2) Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;
 - (3) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

ARTICLE 8. NOTICES

Section 8.01. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Bastrop County, Texas Attn: County Judge Bastrop County Courthouse 804 Pecan Street Bastrop, Texas 78602

If to the Owner:

DFW33220N. LLC

Attn: Brian Alperstein, General Counsel Address: 2201 Cooperative Way, #400 City, State ZIP: Herndon, Virginia 20171

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

ARTICLE 9. GENERAL PROVISIONS

Section 9.01. <u>Governing Law; Venue</u>. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of

law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in a court of competent jurisdiction in Bastrop County, Texas, or in a United States District Court of Texas having Bastrop County within its original jurisdiction. Venue may not be assigned or transferred elsewhere.

- Section 9.02. <u>Waiver</u>. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.
- Section 9.03. Entire Agreement, Interpretation. This Agreement, including the Exhibits attached hereto and incorporated herein by reference, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.
- Section 9.04. Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- Section 9.05. 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 the Company from the County 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 rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time 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. 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.
- Section 9.06. Owner as Party to Litigation. In the event any litigation is initiated questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.
- Section 9.07. <u>Force Majeure</u>. If Owner's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond

the control of Owner, then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. 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. Any period of suspension under this Section may, at the request of Owner, extend its construction period under Section 2.02 of this Agreement, but for no longer than the duration of the Force Majeure event. Contingencies or causes beyond the control of Owner include, without limitation:

- (1) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, and labor disputes or strikes;
- (2) The current coronavirus pandemic or governmental actions, governmental shut-downs, travel restrictions, quarantines, or business closings stemming therefrom;
- (3) To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement, a change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation.

Any party claiming delay due to an event of Force Majeure must provide written notice to the other party promptly upon learning of such event, and in such notice must provide a reasonable description of the event of Force Majeure, the date of commencement of the event of Force Majeure, and the nature of the delay anticipated to be incurred as a result thereof. The party claiming Force Majeure must also provide written notice to the other party of the cessation of the event of Force Majeure, including a reasonable description of the resolution of the event of Force Majeure and the date on which the Force Majeure was resolved.

- Section 9.08. <u>Multiple Counterparts</u>. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding on and inure to the benefit of the parties, their respective successors and permitted assigns in accordance with the terms hereof.
- Section 9.09. Recording of Agreement. The parties agree to execute this Agreement in recordable form and that a duplicate of this Agreement shall be entered in the Official Minutes of the Commissioners Court of Bastrop County, Texas.
- Section 9.10. <u>Adoption of Agreement</u>. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.

- Section 9.11. <u>Further Acts.</u> The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.
- Section 9.12. <u>Conflict with Guidelines</u>. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines, the Amendment is excepted from the Guidelines.
- Section 9.13 Indemnity. Owner agrees to indemnify, defend, and hold County harmless against and from all liabilities, damages, claims, and expenses, including without limitation reasonable attorneys' fees, that may be imposed upon or asserted against County by any third party in connection with Owner's alleged breach of this Agreement. Owner shall not be required to indemnify, defend, and hold County harmless against third party claims asserting procedural defects relating to the County's adoption of this Agreement. Owner will reimburse the County for all costs, including reasonable and necessary legal fees, in any final disposition of a claim that is subject to indemnification by Owner under the first sentence of this Section, whether by adjudication in court or alternative dispute resolution procedures, provided that Owner shall not be responsible for reimbursement of County for any matter that the County agrees to settle without the approval of Owner, which shall not be unreasonably withheld.
- Section 9.14. <u>Plurality, Gender, and Headings</u>. In this Agreement, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other ender. Headings in this Agreement are descriptive only, and not terms of inclusion or exclusion.
- Section 9.15. Relationship of Parties. The Owner, including its agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance of services covered under this Agreement. The Parties represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County.
- Section 9.16. <u>Default, Cumulative Rights, and Mitigation</u>. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages.
- Section 9.17. Review by Counsel. The County and the Owner acknowledge that each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments or exhibits hereto.
- Section 9.18. <u>Attorney's Fees</u>. Except as otherwise expressly provided in this Agreement, (i) each of the Parties shall pay its own costs and expenses relating to this Agreement, including its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement, and (ii) in the event of a dispute

between the Parties in connection with this Agreement, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of all attorneys' fees, costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party to the extent allowed by law.

Section 9.19 Signatory Warranty. The signatories for the County and the Owner represent that each has the full right, power, and authority to enter into and perform this Agreement in accordance with all of its terms and conditions, and that the execution and delivery of this Agreement has been made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances, and provisions set forth in this Agreement.

[The remainder of this page left intentionally blank.]

SIGNED on this the 9th day of December, 2024.

Attest:

BASTROP COUNTY, TEXAS:

Gregory Klaus

Bastrop County Judge

Krista Bartsch

Bastrop County Clerk

DEW33990N I.I.C.

Edmund Wilson ..

_____________Edmund Wilson

Title:

C00

Attachments:

Exhibit A: Order Designating the Reinvestment Zone

Exhibit B: Application for Abatement

Exhibit C: TxDOT's Plans

Exhibit A Order Designating the Reinvestment Zone

ORDER

AN ORDER OF THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE UNDER CHAPTER 312, AS AMENDED, TEXAS TAX CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 312, Texas Tax Code, as amended (*Chapter 312*) authorizes Bastrop County, Texas (the *County*) to designate a reinvestment zone within the County and enter into an ad valorem tax abatement agreement with any owner of real property located therein; and

WHEREAS, Section 312.002(a) of Chapter 312 provides that the County may not designate an area as a reinvestment zone and enter into a tax abatement agreement unless (i) the Commissioners Court of the County (the *Court*) has established guidelines and criteria governing tax abatement agreements entered into by the County (*Guidelines and Criteria*) and (ii) adopts a resolution stating that the County elects to become eligible to participate in tax abatement; and

WHEREAS, the Court, on July 22, 2024, adopted a resolution in which it, among other matters, established the Guidelines and Criteria and elected to become eligible to participate in tax abatement; and

WHEREAS, the owners of an area of real property, as further described and identified in Exhibit A hereto (the *Property*), has made application (the *Application*) to the County seeking that it designate such Property as a reinvestment zone under Chapter 312 and, in exchange therefor, such owners will (i) develop the Property in a manner that the Court hereby deems advisable and that would not otherwise occur without such designation and (ii) annually make to the County a "payment in lieu of taxes" for a specified duration; and

WHEREAS, Chapter 312 states that the County cannot adopt an order designating an area as a reinvestment zone unless the Court has held a public hearing on such designation (the *Hearing*) and, at least seven days prior thereto, published notice of the time, place, and subject of the Hearing in a newspaper of general circulation within the County (the *Published Notice*) and mailed such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone (the *Mailed Notice*); and

WHEREAS, the Court caused the Published Notice to be published in the *Austin American-Statesman* on July 19, 2024 and mailed the Mailed Notice to the presiding officers of the Bastrop Independent School District and Bastrop County Emergency Services District No. 1 (the *Other Taxing Entities*) on July 19, 2024; and

WHEREAS, the Court conducted the Hearing on July 26, 2024, at which time interested persons were allowed to speak and present evidence for or against the creation of a reinvestment zone upon the Property; and

WHEREAS, the Court hereby finds that the improvements to the Property that are sought (as described in the Application) are feasible and practical and will be a benefit to the Property and

to the County after expiration of a tax abatement agreement entered into by the County pursuant to Chapter 312; and

WHEREAS, the Court hereby finds that all conditions to its creating a reinvestment zone which boundaries are coterminous with the Property to the extent such Property is within the boundaries of the County, as specified in Chapter 312, have been satisfied and that the County's creating such a reinvestment zone is in its best interests and the best interests of its residents; and

NOW, THEREFORE, BE IT ORDERED BY THE BASTROP COUNTY COMMISSIONERS COURT:

- **SECTION 1.** Pursuant to and in accordance with Chapter 312, the County hereby designates an area of the County, which boundaries are coterminous with the boundaries of the Property to the extent such Property is within the boundaries of the County, as a commercial-industrial reinvestment zone under Chapter 312 and entitles such reinvestment zone "Bastrop County, Texas Precinct 1 Reinvestment Zone No 1." (the *Zone*). The effective date of the Zone's creation shall be the effective date of this Order and such designation shall remain in effect for a period ending on the fifth (5th) anniversary of the date of such effective date.
- **SECTION 2.** In addition to the findings of this Court made in the recitals hereof, the Court finds that (i) the Zone does not include the territory of any municipality and (ii) creation of the Zone will contribute to the retention or expansion of primary employment or will attract major investment within the Zone that will be a benefit to the Property and will contribute to the economic development of the County.
- **SECTION 3.** The Court hereby accepts the Application and finds its contents compliant with the applicable provisions of Chapter 312 and the requirements of the Guidelines and Criteria.
- **SECTION 4.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Court.
- **SECTION 5.** All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters resolved herein.
- **SECTION 6.** This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- **SECTION 7.** If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Court hereby declares that this Order would have been enacted without such invalid provision.
- **SECTION 8.** It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

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SECTION 9. This Order shall be in force and effect from and after the date of its adoption, and it is so ordered.

* * *

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PASSED AND APPROVED, this the 26th day of July, 2024.

BASTROP COUNTY, TEXAS

County Judge

ATTEST:

County Clerk and Ex-Officio

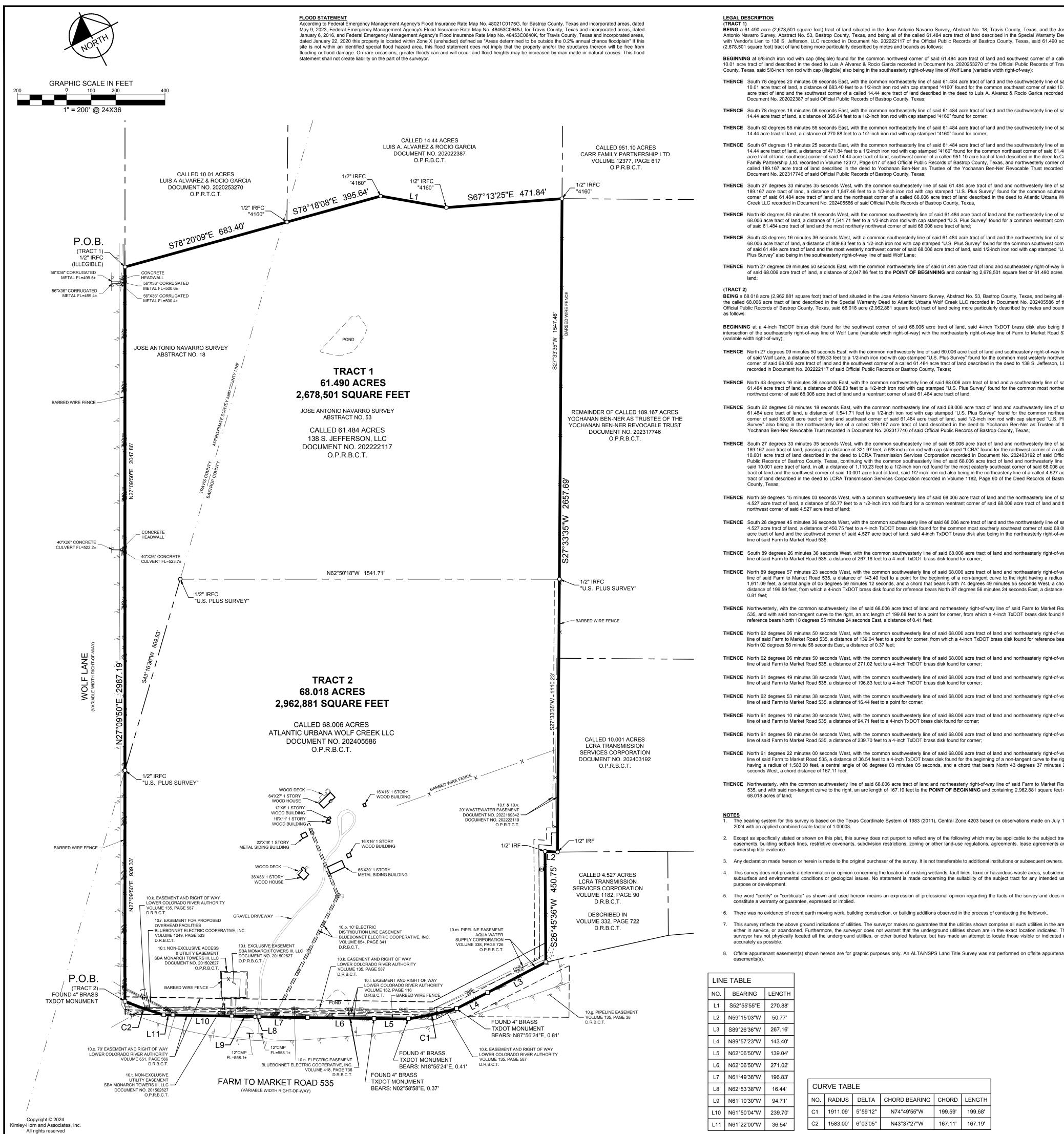
Clerk of the Commissioners Court

(SEAL OF THE COMMISSIONERS COURT)

EXHIBIT A

PROPERTY DESCRIPTION AND LOCATION MAP

202194171.3 A-1



LEGAL DESCRIPTION (TRACT 1)

BEING a 61.490 acre (2,678,501 square foot) tract of land situated in the Jose Antonio Navarro Survey, Abstract No. 18, Travis County, Texas, and the Jose Antonio Navarro Survey, Abstract No. 53, Bastrop County, Texas, and being all of the called 61.484 acre tract of land described in the Special Warranty Deed with Vendor's Lien to 138 S. Jefferson, LLC recorded in Document No. 202222117 of the Official Public Records of Bastrop County, Texas, said 61.490 acre (2,678,501 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at 5/8-inch iron rod with cap (illegible) found for the common northwest corner of said 61.484 acre tract of land and southwest corner of a called 10.01 acre tract of land described in the deed to Luis A Alvarez & Rocio Garcia recorded in Document No. 2020253270 of the Official Public Records of Travis County, Texas, said 5/8-inch iron rod with cap (illegible) also being in the southeasterly right-of-way line of Wolf Lane (variable width right-of-way);

- THENCE South 78 degrees 20 minutes 09 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 10.01 acre tract of land, a distance of 683.40 feet to a 1/2-inch iron rod with cap stamped "4160" found for the common southeast corner of said 10.01 acre tract of land and the southwest corner of a called 14.44 acre tract of land described in the deed to Luis A. Alvarez & Rocio Garica recorded in Document No. 202022387 of said Official Public Records of Bastrop County, Texas;
- THENCE South 78 degrees 18 minutes 08 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 395.64 feet to a 1/2-inch iron rod with cap stamped "4160" found for corner;
- THENCE South 52 degrees 55 minutes 55 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 270.88 feet to a 1/2-inch iron rod with cap stamped "4160" found for corner;
- THENCE South 67 degrees 13 minutes 25 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 471.84 feet to a 1/2-inch iron rod with cap stamped "4160" found for the common northeast corner of said 61.484 acre tract of land, southeast corner of said 14,44 acre tract of land, southwest corner of a called 951,10 acre tract of land, described in the deed to Carr Family Partnership ,Ltd. recorded in Volume 12377, Page 617 of said Official Public Records of Bastrop County, Texas, and northwesterly corner of a called 189.167 acre tract of land described in the deed to Yochanan Ben-Ner as Trustee of the Yochanan Ben-Ner Revocable Trust recorded in Document No. 202317746 of said Official Public Records of Bastrop County, Texas;
- THENCE South 27 degrees 33 minutes 35 seconds West, with the common southeasterly line of said 61.484 acre tract of land and northwesterly line of said 189.167 acre tract of land, a distance of 1.547.46 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common southeast corner of said 61.484 acre tract of land and the northeast corner of a called 68.006 acre tract of land described in the deed to Atlantic Urbana Wolf
- Creek LLC recorded in Document No. 202405586 of said Official Public Records of Bastrop County, Texas, THENCE North 62 degrees 50 minutes 18 seconds West, with the common southwesterly line of said 61.484 acre tract of land and the northeasterly line of said 68.006 acre tract of land, a distance of 1,541.71 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for a common reentrant corner
- of said 61.484 acre tract of land and the most northerly northwest corner of said 68.006 acre tract of land; THENCE South 43 degrees 16 minutes 36 seconds West, with a common southeasterly line of said 61.484 acre tract of land and the northwesterly line of said 68.006 acre tract of land, a distance of 809.83 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common southwest corner of said 61.484 acre tract of land and the most westerly northwest corner of said 68.006 acre tract of land, said 1/2-inch iron rod with cap stamped "U.S.
- THENCE North 27 degrees 09 minutes 50 seconds East, with the common northwesterly line of said 61.484 acre tract of land and southeasterly right-of-way line of said 68.006 acre tract of land, a distance of 2,047.86 feet to the POINT OF BEGINNING and containing 2,678,501 square feet or 61.490 acres of

BEING a 68.018 acre (2,962,881 square foot) tract of land situated in the Jose Antonio Navarro Survey, Abstract No. 53, Bastrop County, Texas, and being all of the called 68 006 acre tract of land described in the Special Warranty Deed to Atlantic Urbana Wolf Creek LLC recorded in Document No. 202405586 of the Official Public Records of Bastrop County, Texas, said 68,018 acre (2,962,881 square foot) tract of land being more particularly described by metes and bounds

Plus Survey" also being in the southeasterly right-of-way line of said Wolf Lane;

BEGINNING at a 4-inch TxDOT brass disk found for the southwest corner of said 68.006 acre tract of land, said 4-inch TxDOT brass disk also being the intersection of the southeasterly right-of-way line of Wolf Lane (variable width right-of-way) with the northeasterly right-of-way line of Farm to Market Road 535 (variable width right-of-way);

- THENCE North 27 degrees 09 minutes 50 seconds East, with the common northwesterly line of said 60 006 acre tract of land and southeasterly right-of-way line of said Wolf Lane, a distance of 939.33 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common most westerly northwest corner of said 68.006 acre tract of land and the southwest corner of a called 61.484 acre tract of land described in the deed to 138 S. Jefferson, LLC recorded in Document No. 202222117 of said Official Public Records or Bastrop County, Texas;
- THENCE North 43 degrees 16 minutes 36 seconds East, with the common northwesterly line of said 68.006 acre tract of land and a southeasterly line of said 61.484 acre tract of land, a distance of 809.83 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common most northerly northwest corner of said 68.006 acre tract of land and a reentrant corner of said 61.484 acre tract of land;
- THENCE South 62 degrees 50 minutes 18 seconds East, with the common northeasterly line of said 68.006 acre tract of land and southwesterly line of said 61.484 acre tract of land, a distance of 1,541.71 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common northeast corner of said 68.006 acre tract of land and southeast corner of said 61.484 acre tract of land, said 1/2-inch iron rod with cap stamped "U.S. Plus Survey" also being in the northwesterly line of a called 189.167 acre tract of land described in the deed to Yochanan Ben-Ner as Trustee of the ochanan Ben-Ner Revocable Trust recorded in Document No. 202317746 of said Official Public Records of Bastrop County, Texas
- THENCE South 27 degrees 33 minutes 35 seconds West, with the common southeasterly line of said 68.006 acre tract of land and northwesterly line of said 189.167 acre tract of land, passing at a distance of 321.97 feet, a 5/8 inch iron rod with cap stamped "LCRA" found for the northwest corner of a called 10.001 acre tract of land described in the deed to LCRA Transmission Services Corporation recorded in Document No. 202403192 of said Official Public Records of Bastrop County, Texas, continuing with the common southeasterly line of said 68.006 acre tract of land and northwesterly line of said 10.001 acre tract of land, in all, a distance of 1,110.23 feet to a 1/2-inch iron rod found for the most easterly southeast corner of said 68.006 acre tract of land and the southwest corner of said 10.001 acre tract of land, said 1/2 inch iron rod also being in the northeasterly line of a called 4.527 acre tract of land described in the deed to LCRA Transmission Services Corporation recorded in Volume 1182, Page 90 of the Deed Records of Bastrop
- THENCE North 59 degrees 15 minutes 03 seconds West, with a common southwesterly line of said 68.006 acre tract of land and the northeasterly line of said 4.527 acre tract of land, a distance of 50.77 feet to a 1/2-inch iron rod found for a common reentrant corner of said 68.006 acre tract of land and the northwest corner of said 4.527 acre tract of land:
- THENCE South 26 degrees 45 minutes 36 seconds West, with the common southeasterly line of said 68.006 acre tract of land and the northwesterly line of said 4.527 acre tract of land, a distance of 450.75 feet to a 4-inch TxDOT brass disk found for the common most southerly southeast corner of said 68.006 acre tract of land and the southwest corner of said 4.527 acre tract of land, said 4-inch TxDOT brass disk also being in the northeasterly right-of-way line of said Farm to Market Road 535:
- THENCE South 89 degrees 26 minutes 36 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 267.16 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 89 degrees 57 minutes 23 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 143.40 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1,911.09 feet, a central angle of 05 degrees 59 minutes 12 seconds, and a chord that bears North 74 degrees 49 minutes 55 seconds West, a chord distance of 199.59 feet, from which a 4-inch TxDOT brass disk found for reference bears North 87 degrees 56 minutes 24 seconds East, a distance of
- THENCE Northwesterly, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, and with said non-tangent curve to the right, an arc length of 199.68 feet to a point for corner, from which a 4-inch TxDOT brass disk found for reference bears North 18 degrees 55 minutes 24 seconds East, a distance of 0.41 feet;
- THENCE North 62 degrees 06 minutes 50 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 139.04 feet to a point for corner, from which a 4-inch TxDOT brass disk found for reference bears North 02 degrees 58 minute 58 seconds East, a distance of 0.37 feet;
- THENCE North 62 degrees 06 minutes 50 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 271.02 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 61 degrees 49 minutes 38 seconds West, with the common southwesterly line of said 68,006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 196.83 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 62 degrees 53 minutes 38 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 16,44 feet to a point for corner
- THENCE North 61 degrees 10 minutes 30 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 94.71 feet to a 4-inch TxDOT brass disk found for corner
- THENCE North 61 degrees 50 minutes 04 seconds West with the common southwesterly line of said 68 006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 239.70 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 61 degrees 22 minutes 00 seconds West, with the common southwesterly line of said 68,006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 36.54 feet to a 4-inch TxDOT brass disk found for the beginning of a non-tangent curve to the right having a radius of 1,583.00 feet, a central angle of 06 degrees 03 minutes 05 seconds, and a chord that bears North 43 degrees 37 minutes 27 seconds West, a chord distance of 167.11 feet
- THENCE Northwesterly, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, and with said non-tangent curve to the right, an arc length of 167.19 feet to the POINT OF BEGINNING and containing 2,962,881 square feet or

- 1. The bearing system for this survey is based on the Texas Coordinate System of 1983 (2011), Central Zone 4203 based on observations made on July 11
- 2. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land-use regulations, agreements, lease agreements and ownership title evidence.
- 4. This survey does not provide a determination or opinion concerning the location of existing wetlands, fault lines, toxic or hazardous waste areas, subsidence
- subsurface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject tract for any intended use,
- 5. The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied
- 6. There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork
- 7. This survey reflects the above ground indications of utilities. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service, or abandoned. Furthermore, the surveyor does not warrant that the underground utilities shown are in the exact location indicated. The surveyor has not physically located all the underground utilities, or other buried features, but has made an attempt to locate those visible or indicated as
- 8. Offsite appurtenant easement(s) shown hereon are for graphic purposes only. An ALTA/NSPS Land Title Survey was not performed on offsite appurtenant

LINE TABLE		
NO.	BEARING	LENGTH
L1	S52°55'55"E	270.88'
L2	N59°15'03"W	50.77'
L3	S89°26'36"W	267.16'
L4	N89°57'23"W	143.40'
L5	N62°06'50"W	139.04'
L6	N62°06'50"W	271.02'
L7	N61°49'38"W	196.83'
L8	N62°53'38"W	16.44'
L9	N61°10'30"W	94.71'
L10	N61°50'04"W	239.70'

CUF	RVE TAB	LE			
NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGT
C1	1911.09'	5°59'12"	N74°49'55"W	199.59'	199.68
C2	1583.00'	6°03'05"	N43°37'27"W	167.11'	167.19

NOTES ADDRESSING SCHEDULE B EXCEPTIONS

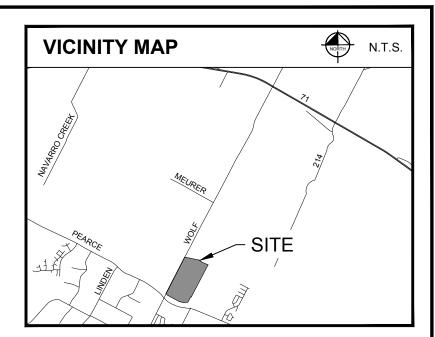
10.f. Easement To: Aqua Water Supply Corporation

(Pursuant to Commitment for Title Insurance, issued by First American Title Insurance Company, GF. No. NCS-1220400-DC72, effective date May 07, 2024, issued May 31, 2024.)

- 10.e. Terms, conditions and stipulations contained in Agreement: Recorded: October 18, 2022 in County Clerk's File No. 2022168854, Official Public Records, Travis County, Texas. Type: Covenant and Restrictive Use Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- Recorded: October 19, 2022 in County Clerk's File No. 2022169342, of the Official Public Records, of Travis County, Texas. Purpose: Wastewater Line Easemen SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.g. Recorded: July 12, 1952 in Volume 135, Page 38, of the Deed records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does not affect the surveyed property but is shown
- 10.h. Easement To: Lower Colorado River Authority Recorded: July 08, 1952 in Volume 135, Page 27, of the Deed Records, of Bastrop County, Texas. Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: Cannot be plotted.
- 10.i. Easement To: Lower Colorado River Authority Recorded: May 25, 1960 in Volume 152, Page 118, of the Deed Records, of Bastrop County, Texas. Purpose: Electric transmission and/or distribution lines
- SURVEYORS NOTE: Cannot be plotted. 10.j. Recorded: July 02, 1940 in Volume 103, Page 614, of the Deed records, of Bastrop County, Texas.
- asement Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: According to the provided document, this item is blanket in nature and surveyor cannot determine if it
- 10.k. Easement To: Lower Colorado River Authority
- Recorded: November 28, 1952 in Volume 135, Page 587, of the Deed Records, of Bastrop County, Texas. Purpose: Electric transmission and/or distribution line SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.I. Easement To: Lower Colorado River Authority Recorded: May 25, 1960 in Volume 152, Page 116, of the Deed Records, of Bastrop County, Texas. Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.m. Recorded: September 12, 1985 in Volume 388, Page 726, of the Official Public records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.n. Recorded: May 15, 1986 in Volume 418, Page 736, of the Official Public records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown ereon. A portion of the easement appears to be abandoned and is not shown. (TRACT 2)
- 10.o. Easement To: Lower Colorado River Authority Recorded: December 17, 1992 in Volume 651, Page 566, of the Official Public Records, of Bastrop County, Texas. Purpose: Electric Line Easement and Right of Way
- SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown 10.p. Recorded: January 14, 1993 in Volume 654
- Purpose: Easement for Electric Distribution Line or System SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.g. Easement To: Agua Water Supply Corporation Recorded: November 05, 1999 in Volume 1013, Page 455, of the Official Public Records, of Bastrop County, Texas.

10.s. Easement To: Bluebonnet Electric Cooperative, Inc..

- SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but cannot be 10.r. Easement To: Bluebonnet Electric Cooperative, Inc..
- Recorded: August 02, 2002 in Volume 1249, Page 533, of the Official Public Records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- Recorded: December 19, 2007 in Volume 1800, Page 179, of the Official Public Records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but cannot be
- 10.t. Terms, conditions and stipulations contained in Agreement: Recorded: March 02, 2015 in County Clerk's File No. 201502627, Official Public Records, Bastrop County, Texas. Type: Easement Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.u. Terms, conditions and stipulations contained in Agreement: Recorded: October 18, 2022 in County Clerk's File No. 202222059, Official Public Records, Bastrop County, Texas. Type: Covenant and Restrictive Use Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- 10.v. Easement To: Aqua Water Supply Corporation Purpose: Wastewater Line Easemen
- <u>SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown</u> 10.w. Terms, Conditions, and Stipulations in Memorandum of Lease Agreement:
- Lessor: Charles Louis Goerner, an Individually and as Independent Executor of the Estate of Catherine Wolf Goerner in Probate #73077 Lessee: T-Mobile West Corporation, a Delaware corporation Recorded: October 17, 2007 in Volume 1785, Page 205, of the Official Public records, of Bastrop County, Texas
- Memorandum of Assignment and Site Lease Agreement filed for record on May 01, 2008 in Volume 1831, Page 547 of the Official Public Records of Bastrop County, Texas. Memorandum of Assignment filed for record on November 13, 2012 in Volume 2188, Page 663 of the Official Public Records of Bastron County Texas SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- 10.x. Subject property abuts a non-access or a limited-access road, highway or freeway. This Company does not insure the right of ingress and egress to and from said road, highway, or freeway, and assumes no liability in connection therewith.



	ROOF DRAIN	\boxtimes	MAIL BOX
TV	CABLE TV BOX	0	SANITARY SEWER CLEAN OUT
0	CABLE TV HANDHOLE	S	SANITARY SEWER MANHOLE
\bigcirc	CABLE TV MANHOLE	<u>\$</u>	SANITARY SEWER MARKER FLAG
⑫	CABLE TV MARKER FLAG	ß	SANITARY SEWER MARKER SIGN
\mathbb{A}	CABLE TV MARKER SIGN	5	SANITARY SEWER SEPTIC TANK
TV	CABLE TV VAULT	S	SANITARY SEWER VAULT
С	COMMUNICATIONS BOX	D	STORM SEWER BOX
©	COMMUNICATIONS HANDHOLE	▦	STORM SEWER DRAIN
<u>(c)</u>	COMMUNICATIONS MANHOLE	(D)	STORM SEWER MANHOLE
<u>©</u>	COMMUNICATIONS MARKER FLAG	D	STORM SEWER VAULT
Δ	COMMUNICATIONS MARKER SIGN	1000	TRAFFIC BARRIER
Ċ	COMMUNICATIONS VAULT	•	TRAFFIC BOLLARD
<u> </u>	ELEVATION BENCHMARK	TR	TRAFFIC BOX
E	FIBER OPTIC BOX	®	CROSS WALK SIGNAL
<u>©</u>	FIBER OPTIC HANDHOLE	®	TRAFFIC HANDHOLE
<u>(F)</u>	FIBER OPTIC MANHOLE	(TR)	TRAFFIC MANHOLE
<u>(F)</u>	FIBER OPTIC MARKER FLAG	A	TRAFFIC MARKER SIGN
A	FIBER OPTIC MARKER SIGN	©	- TRAFFIC SIGNAL
E	FIBER OPTIC VAULT	IR	TRAFFIC VAULT
<u> </u>	MONITORING WELL	U	UNIDENTIFIED BOX
<u>©</u>	GAS HANDHOLE	0	UNIDENTIFIED HANDHOLE
<u>G</u>	GAS METER	U	UNIDENTIFIED METER
<u>(G)</u>	GAS MANHOLE	(v)	UNIDENTIFIED MANHOLE
<u>©</u>	GAS MARKER FLAG	<u> </u>	UNIDENTIFIED MARKER FLAG
<u> </u>	GAS SIGN	₩ <u></u>	UNIDENTIFIED MARKER SIGN
<u> </u>	GAS TANK	Ø	UNIDENTIFIED POLE
<u>G</u>	GAS VAULT	0	UNIDENTIFIED TANK
<u>©</u>	GAS VALVE		UNIDENTIFIED VAULT
	TELEPHONE BOX	Q	UNIDENTIFIED VALVE
<u> </u>	TELEPHONE HANDHOLE	<u>Q</u>	TREE
<u>(T)</u>	TELEPHONE MANHOLE	₩	WATER BOX
<u> </u>	TELEPHONE MARKER FLAG	D	FIRE DEPT. CONNECTION
<u>A</u>	TELEPHONE MARKER SIGN	<u></u> ∅	WATER HAND HOLE
贝	TELEPHONE VAULT	_	FIRE HYDRANT
A	PIPELINE MARKER SIGN	(W)	WATER MANUALE
系	ELECTRIC BOX	w)	WATER MARKER ELAC
$\stackrel{\longrightarrow}{\rightarrow}$	FLOOD LIGHT	<u>₩</u>	WATER MARKER FLAG
<u> </u>	GUY ANGLIOR POLE	<u> </u>	WATER MARKER SIGN WATER VAULT
<u> </u>	GUY ANCHOR POLE ELECTRIC HANDHOLE	×	WATER VAULT WATER VALVE
$\overline{\bullet}$	LIGHT STANDARD	$\widehat{\mathbf{o}}$	WATER VALVE WATER WELL
ŏ	ELECTRIC METER		5/8" IRON ROD W/ "KHA" CAP SET
(E)	ELECTRIC MANHOLE		IRON ROD WITH CAP FOUND
8	ELECTRIC MARKER FLAG	MNS	MAG NAIL SET
Ā	ELECTRIC MARKER SIGN	MNF	MAG NAIL FOUND
8	UTILITY POLE	IRF	IRON ROD FOUND
(T)	ELECTRIC TRANSFORMER	IPF	IRON PIPE FOUND
	ELECTRIC VAULT	ADF	ALUMINUM DISK FOUND
- ₩	HANDICAPPED PARKING	BDF	BRASS DISK FOUND
	SIGN		BRASS TXDOT MONUMENT FOUND
$\stackrel{\smile}{=}$	MARQUEE/BILLBOARD	XS *	"X" CUT IN CONCRETE SET
0	BORE LOCATION	XF	"X" CUT IN CONCRETE FOUND
<u> </u>	FLAG POLE		POINT OF BEGINNING
GT)			
9	GREASE TRAP	F.U.U.	. POINT OF COMMENCING

LINE TYPE LE	GEND
	BOUNDARY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
·	BUILDING LINE
——— W———	WATER LINE
ss	SANITARY SEWER LINE
= = =	STORM SEWER LINE
——— GAS———	UNDERGROUND GAS LINE
OHE	OVERHEAD UTILITY LINE
——— UGE———	UNDERGROUND ELECTRIC LINE
——— UGT———	UNDERGROUND TELEPHONE LINE
—— CBL ——	UNDERGROUND CABLE LINE
-x - x - x - x -	FENCE
7 23 24 27 7 23 2	CONCRETE PAVEMENT
11 11 11	ASPHALT PAVEMENT
l ——II——II	DENIAL OF ACCESS LINE

PARKING TABL	E
TYPE	NUMBER
REGULAR	0 SPACES
HANDICAPPED	0 SPACES
TOTAL	0 SPACES

SURVEYOR'S CERTIFICATION

To: Edgeconnex Real Estate Acquisitions, LLC First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 8, 9, 13 and 16 of Table A thereof. The field work was completed on July 5, 2024. Survey Date: July 15, 2024

Shaun Marvin Piepkorn Registered Professional Land Surveyor No. 6433 Kimley-Horn and Associates, Inc. 801 Cherry Street, Unit 11, Suite 1300 Fort Worth, Texas 76102

shaun.piepkorn@kimley-horn.com

PRELIMINARY THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ALTA/NSPS LAND TITLE SURVEY 129.508 ACRES JOSE ANTONIO NAVARRO SURVEY

ABSTRACT NO. 53 BASTROP COUNTY, TEXAS JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 18 TRAVIS COUNTY, TEXAS

Fort Worth, Texas 76102 FIRM # 10194040 www.kimley-horn.com <u>Date</u> Sheet No. <u>Drawn by</u> 1" = 200' BSG 7/15/2024 068931302

$\begin{array}{c} \textbf{Exhibit B} \\ \textbf{Application for Abatement} \end{array}$

Bastrop County Application for Tax Abatement/Reinvestment Zone

I. APPLICANT INFORMATION
Applicant/Property Owner: POR12837X, LLC
Company/Project Name: Project Tango
Mailing Address: 20 Wight Avenue, Suite 200 Hunt Valley, Maryland 21030
Telephone: 443-386-8328 Fax:
Applicant's Representative for contact regarding abatement request:
Name and Title: Todd Workman
Mailing Address: 20 Wight Avenue, Suite 200 Hunt Valley, Maryland 21030
Telephone: 443-386-8328 Fax: E-mail: todd.workman@altusgroup.com
II. PROPERTY AND PROJECT DESCRIPTION
Address and legal description of property to be considered for Tax Abatement/Reinvestment Zone:
Please see Attachment A
Project Description: A four-building data center campus Description of activities products or comices produced and (or provided at project leastion)
Description of activities, products, or services produced and/or provided at project location: No current activities, as site is largely undeveloped
Current Assessed Value: Real Property: \$ 1,916,765 Personal Property: \$ 0
Estimated start date of construction/site improvements: Q4 - 2024
Projected date of occupancy/commencement of operations at project site:
Please indicate dates for phases if applicable: Please See Schedule B Attached
Location of existing company facilities: Various worldwide; none currently in Bastop County
Requested level of Tax Abatement: 75% % of eligible property for10 years.
Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other
information to substantiate your request. Please see Attachment C
III. PROJECTED VALUE OF IMPROVEMENTS
Estimated Value of Real Property Improvements \$ Please see Attachment B
Estimated Value of Personal Property Improvements \$ Please see Attachment B
Will any infrastructure improvements (roads, drainage, etc.) be requested of Bastrop County for this project?
Yes
If yes, describe requested infrastructure improvements:
Detail any direct benefits to Bastrop County as a result of this project: Please see Attachment C

IV. EMPLOYMENT IMPACT AT PROJECT LOCATION
A. NEW EMPLOYMENT
Projected number of new jobs created as a result of the proposed improvements:
Full-time 50 Part-Time 0
Provide types of jobs created and average salary levels: Please see Attachment D
Start date and annual payroll of new permanent positions (if positions to be phased in, provide figures for
each phase year): Q1, 2027
Percentage of new jobs too be filled be Bastrop County residents: TBD %
Number of employees transferring from other company locations: None Currently Expected
B. CONSTRUCTION RELATED EMPLOYMENTS
Projected number of construction related jobs: 400-600% vergae daily jobs on site
Estimated total construction payroll: \$ Not available at this time
Commitment as to percentage of construction dollars to be spent with Bastrop County contractors or
subcontractors: TBD %
C. CURRENT COMPANY/PROJECT LOCATION EMPLOYMENT Project will be a new business entrance into the County
Current Number of Employees: Full-time None Part-time None
Average annual payroll: \$ 0
Detail on workforce diversity – percentage breakdown of current employees by gender and ethnicity:
N/A
D. COMPANY SPONSORED HEALTH CARE BENEFITS ARE AVAILABLE
Full-time Employees 🗸 Part-time Employees 📝 Employee Dependents 🗌 Not Available 🗌
Average monthly employee cost for health care benefits: Individual: \$ Family: \$
Other employee benefits provided or offered: To be subsequently Provided
V. LOCAL BUSINESS & DISADVANTAGED BUSINESS ENTERPRISES (DBE) IMPACT
Estimated amount of annual supply and services expenses: \$
Detail any supply/services expenses that are sole source:
Percentage of total supplier/services expenses committed to Bastrop County businesses: TBD %
Telechtage of total supplier, services expenses committed to Dastrop County businesses.

VI. ENVIRONMENTAL IMPACT OF PROJECT	
Indicate if development, construction, equipment, distribution impact the environment in the following areas, attach details: Air Quality Water Quality Solid Waste D Floodplain/Wetlands Noise levels Other Provide detail on existing and new fleet vehicles, specifying to (gasoline, diesel, LP gas, CNG, etc.):	if necessary: No expected adverse impact Disposal Storm/Water Runoff r (specify)
VII. ADDITIONAL INFORMATION (TO BE ATTACHED)	
 □ Letter addressing Economic Qualifications and addition Bastrop County Tax Abatement Policy □ Descriptive list and value of real and personal property in □ Plat/Map of Project Location □ Project Time Schedule □ Owner's policy regarding use of disadvantaged Business □ Tax Certificate showing property taxes paid for most recommendation 	mprovements Enterprises
VIII. CERTIFICATION	
VIII. CERTIFICATION Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capa	• •
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial caparal of the information contained in this application (included best of my knowledge. I further certify that I have read the agree to comply with the guidelines and criteria stated thereign	ding all attachments) to be true and correct to the 'Bastrop County Tax Abatement Policy" and in.
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capar I certify the information contained in this application (include best of my knowledge. I further certify that I have read the agree to comply with the guidelines and criteria stated therein	ding all attachments) to be true and correct to the 'Bastrop County Tax Abatement Policy" and in. Independent Advisor
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capar I certify the information contained in this application (include best of my knowledge. I further certify that I have read the "agree to comply with the guidelines and criteria stated thereion." Todd Workman Todd Workman	ding all attachments) to be true and correct to the 'Bastrop County Tax Abatement Policy" and in. Independent Advisor Title July 19, 2024
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capar I certify the information contained in this application (includes to f my knowledge. I further certify that I have read the "agree to comply with the guidelines and criteria stated thereion." Todd Workman Signature	ding all attachments) to be true and correct to the Bastrop County Tax Abatement Policy" and in. Independent Advisor Title

Return completed application and attachments to:

Bastrop County Judge 804 Pecan Street Bastrop, Texas 78602

You may also forward an electronic copy of the completed report to: gregory.klaus@co.bastrop.tx.us

Please note that if you do submit this form electronically, you must also submit an original hard copy of the report to the above stated physical address for proper filing and review.

For assistance call: (512) 332-7201

^{*} As per Section IV (f) of the Bastrop County Tax Abatement Policy Guidelines and Criteria, this application must be filed prior to commencement of construction or installation of improvements in order to be eligible for County tax abatement.

Attachment A - Legal Description of Property

TRACT 1:

BEING A 61.484 ACRE TRACT OF LAND (OR 2,678,248 SQUARE FEET) OUT OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 53, BASTROP COUNTY, TEXAS, AND THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 18, TRAVIS COUNTY, TEXAS; SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED TO ATLANTIC URBANA WOLF CREEK, LLC, BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 202203773 (HEREIN REFERRED TO AS "AUWC1"), OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS (OPRBCT); SAME ALSO BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED TO ATLANTIC URBANA WOLF CREEK, LLC, BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2022035575 (HEREIN REFERRED TO AS "AUWC2"), OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (OPRTCT); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" IRON ROD WITH A YELLOW CAP FOUND FOR THE NORTHWEST CORNER OF AFORESAID AUWC1/AUWC2 TRACTS, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 2020253270 (OPRTCT), SAME ALSO BEING SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 202022389 (OPRBCT), AND ALSO THE EAST RIGHT-OF-WAY LINE OF WOLF LANE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 78°20'09" EAST, DEPARTING AFORESAID WOLF LANE AND WITH THE COMMON LINE OF SAID AUWC1/AUWC2 TRACTS AND LUIS A. ALVAREZ TRACTS FOR A DISTANCE OF 683.42 FEET TO A ½" IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND FOR THE SOUTHEAST CORNER OF SAID LUIS A. ALVAREZ TRACTS, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 2020253278 (OPRTCT), SAME ALSO BEING SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 202022387 (OPRBCT;

THENCE DEPARTING SAID <u>2020253270</u> AND <u>202022389</u> TRACTS AND WITH THE COMMON LINE OF SAID AUWC1/AUWC2 TRACTS AND SAID <u>2020253278</u> AND <u>202022387</u> TRACTS, THE FOLLOWING COURSES:

SOUTH 78°18'08" EAST FOR A DISTANCE OF 395.64 FEET TO A $1\!\!/\!_2$ " IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND;

SOUTH 52°55'55" EAST FOR A DISTANCE OF 270.88 FEET TO A $\frac{1}{2}$ " IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND;

SOUTH 67°14'16" EAST FOR A DISTANCE OF 471.77 FEET TO A 1/2" IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND FOR THE NORTHEAST CORNER OF SAID AUWC1/AUWC2 TRACTS, SAME BEING THE SOUTHEAST CORNER OF SAID 2020253278 AND 202022387 TRACTS, SAME ALSO BEING THE WEST LINE OF A TRACT OF LAND DESCRIBED TO 6682 FM 535 ASSOCIATES, LLC, BY DEED RECORDED IN DOCUMENT NO. 202016475 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS (DRBCT);

THENCE SOUTH 27°33'39" WEST, DEPARTING SAID 2020253278 AND 202022387 TRACTS AND WITH SAID AUWC1/AUWC2 TRACTS AND SAID 6682 FM 535 ASSOCIATES, LLC TRACT FOR A DISTANCE OF 1547.54 FEET TO A ½" IRON ROD SET WITH AN ORANGE CAP STAMPED "US PLUS SURVEY" THEREOF;

THENCE DEPARTING SAID AUWC1/AUWC2 TRACTS AND SAID 6682 FM 535 ASSOCIATES, LLC TRACT AND ACROSS SAID AUWC1/AUWC2 TRACTS, THE FOLLOWING COURSES:

NORTH 62°50'13" WEST FOR A DISTANCE OF 1541.77 FEET TO A ½" IRON ROD SET WITH AN ORANGE CAP STAMPED "US PLUS SURVEY";

SOUTH 43°16'03" WEST FOR A DISTANCE OF 809.66 FEET TO A ½" IRON ROD SET WITH AN ORANGE CAP STAMPED "US PLUS SURVEY" IN THE WEST LINE OF SAID AUWC1/AUWC2 TRACTS, SAME BEING THE EAST RIGHT-OF-WAY OF SAID WOLF LANE;

THENCE NORTH 27°09'47" EAST, WITH THE COMMON LINE OF SAID AUWC1/AUWC2 TRACTS AND AFORESAID WOLF LANE RIGHT-OF-WAY FOR A DISTANCE OF 2047.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,678,248 SQUARE FEET OR 61.484 ACRES OF LAND, MORE OR LESS.

TRACT 2:

APPROXIMATELY 62.82 ACRES OUT OF 129.485 ACRE TRACT OF LAND IN BASTROP AND TRAVIS COUNTIES, TEXAS, OUT OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 53 AND OUT OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 18 AND BEING THE REMAINDER OF THE CALLED 153.937 ACRE TRACT CONVEYED TO SILVERMINE PARTNERS, LLC PER DEEDS RECORDED AS DOCUMENT NO. 2015143078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) AND AS DOCUMENT NO. 201511527 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.T.); SAID 129.485 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A TXDOT TYPE II MONUMENT FOUND AT THE SOUTHWEST CORNER OF SAID CALLED 153.937 ACRE TRACT, SAID POINT BEING AT THE NORTHEAST CORNER OF THE INTERSECTION OF WOLF LANE (RIGHT-OF-WAY WIDTH VARIES) AND OF FM 535 (RIGHT-OF-WAY WIDTH VARIES) FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, ALONG THE COMMON LINE OF SAID CALLED 153.937 ACRE TRACT AND OF THE EASTERLY RIGHT-OF-WAY LINE OF WOLF LANE, N27°09'47"E, A DISTANCE OF 2,986.93 FEET TO A ½-INCH IRON ROD WITH ILLEGIBLE CAP FOUND AT THE SOUTHWEST CORNER OF THE CALLED 10.01 ACRE TRACT CONVEYED TO LUIS A. ALVAREZ AND ROCIO GARCIA PER DEEDS RECORDED AS DOCUMENT NO. 2020253270, O.P.R.T.C.T. AND AS DOCUMENT NO. 202022389, O.P.R.B.C.T.;

THENCE, ALONG THE SOUTHERLY LINE OF SAID CALLED 10.01 ACRE TRACT, S78°20'09"E, A DISTANCE OF 683.42 FEET TO A ½-INCH IRON ROD WITH "4160" CAP FOUND AT THE SOUTHERLY COMMON CORNER OF SAID CALLED 10.01 ACRE TRACT AND OF THE CALLED 14.44 ACRE TRACT CONVEYED TO LUIS A. ALVAREZ AND ROCIO GARCIA PER DEEDS RECORDED AS DOCUMENT NO. 2020253278, O.P.R.T.C.T. AND AS DOCUMENT NO. 202022387, O.P.R.B.C.T.;

THENCE, ALONG THE SOUTHERLY LINE OF SAID CALLED 14.44 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. S78°18'08"E, A DISTANCE OF 395.64 FEET TO A FOUND 1/2-INCH IRON ROD WITH "4160" CAP;
- 2. S52°55'55"E, A DISTANCE OF 270.88 FEET TO A FOUND ½-INCH IRON ROD WITH "4160" CAP;
- 3. S67°14'16"E, A DISTANCE OF 471.77 FEET TO A ½-INCH IRON ROD WITH "4160" CAP FOUND ON THE WESTERLY LINE OF THE CALLED 189.167 ACRE TRACT CONVEYED TO 6682 FM 535 ASSOCIATES, LLC. PER DEED RECORDED AS DOCUMENT NO. 202016475, O.P.R.B.C.T.;

THENCE, ALONG THE COMMON LINE OF SAID CALLED 153.937 ACRE TRACT AND OF SAID CALLED 189.167 ACRE TRACT, S27°33'39"W, A DISTANCE OF 2,657.58 FEET TO A ½-INCH IRON ROD WITH NO CAP FOUND ON THE NORTHERLY LINE OF THE TRACT CONVEYED TO LCRA TRANSMISSION SERVICES CORPORATION PER DEED RECORDED AS DOCUMENT NO. 200116902, O.P.R.B.C.T.;

THENCE, ALONG THE COMMON LINE OF SAID LCRA TRANSMISSION SERVICES CORPORATION TRACT AND OF SAID CALLED 153.937 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. N59°15'03"W, A DISTANCE OF 50.77 FEET TO A ½-INCH IRON ROD WITH NO CAP FOUND AT THE NORTHWEST CORNER OF SAID LCRA TRANSMISSION SERVICES CORPORATION TRACT;
- 2. S26°45'20"W, A DISTANCE OF 450.75 FEET TO A TXDOT TYPE II MONUMENT FOUND ON THE NORTHERLY RIGHT-OF-WAY LINE OF FM 535;

THENCE, ALONG THE COMMON LINE OF THE NORTHERLY RIGHT-OF-WAY LINE OF FM 535 AND OF THE SOUTHERLY LINE OF SAID CALLED 153.937 ACRE TRACT THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

- 1. S89°28'05"W, A DISTANCE OF 267.12 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 2. S89°59'17"W, A DISTANCE OF 142.67 FEET TO A FOUND TXDOT TYPE II MONUMENT, SAID POINT BEING AT THE BEGINNING OF A 1,911.09 FOOT RADIUS CURVE TO THE RIGHT;

- 3. ALONG THE ARC OF SAID 1,911.09 FOOT RADIUS CURVE A DISTANCE OF 200.30 FEET THROUGH A CENTRAL ANGLE OF 06°00'19", AND A CHORD BEARING N74°35'28"W AND DISTANCE OF 200.21 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 4. N62°15'16"W, A DISTANCE OF 138.98 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 5. N62°17'37"W, A DISTANCE OF 271.02 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 6. N61°50'04"W, A DISTANCE OF 196.92 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 7. N63°05'01"W, A DISTANCE OF 16.47 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 8. N60°53'36"W, A DISTANCE OF 94.57 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 9. N61°52'09"W, A DISTANCE OF 239.73 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 10. N61°34'12"W, A DISTANCE OF 36.48 FEET TO A FOUND TXDOT TYPE II MONUMENT, SAID POINT BEING AT THE BEGINNING OF A 1,583.00 FOOT RADIUS CURVE TO THE RIGHT;
- 11. ALONG THE ARC OF SAID 1,583.00 FOOT RADIUS CURVE A DISTANCE OF 167.13 FEET THROUGH A CENTRAL ANGLE OF 06°02'57", AND A CHORD BEARING N43°34'55"W AND DISTANCE OF 167.05 FEET TO THE POINT OF BEGINNING, AND CONTAINING 129.485 ACRES OF LAND, MORE OR LESS.

NOTE: LEGAL DESCRIPTION IS NOT TO BE USED FOR DOCUMENT PREPARATION AND/OR CLOSING PURPOSES, SEE SURVEY REQUIREMENTS ON SCHEDULE "C" HEREIN.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Attachment B

Project Phases and Estimated Values				
	Building	Estimated Value of Real Estate		
	Size	Improvements -		Full
	(Square	Fully Built Out	Initial Occupancy	Occupancy
Phase	Feet)	(Note 1)	(Note 2)	(Note2)
Building 1	400,000	\$ 200,000,000	Q1-2027	Q1-2028
Building 2	800,000	\$ 400,000,000	Q2-2028	Q2-2029
Building 3	800,000	\$400,000,000	Q3-2029	Q2-2030
Building 4	800,000	\$400,000,000	Q2-2030	Q1-2031
Note 1	Above values are best estimates available at this time and are subject to analysis and discussion with the Bastrop County Appraisal District. Values herein are expressed as real estate values. There may be some classification of these values as personal property, but that will need to be subject to discussion and analysis with the Bastrop County			
Note 2	Time lines are best estimates at this time and are conservatively depicted. Time lines are subject to change based on continued site due diligence, power availability and customer requirements			

Attachment C

Why an Abatement is Necessary for the Success of the Project

Obtaining a property tax abatement is critical to the financial feasibility of the project. The decision on whether to proceed with the data center campus at the site is the subject of a financial feasibility study and comparison to other sites where the same capital could be deployed for the same purpose. The Company is also competing to bring a customer to the project site. The incentives associated with the inducement resolution being sought are important to the competitiveness of the site with other locations under consideration by both the Company and its potential customers. Should the customer select an alternative site, the project would not move forward. Without an incentive Project financial viability will be significantly and negatively impacted.

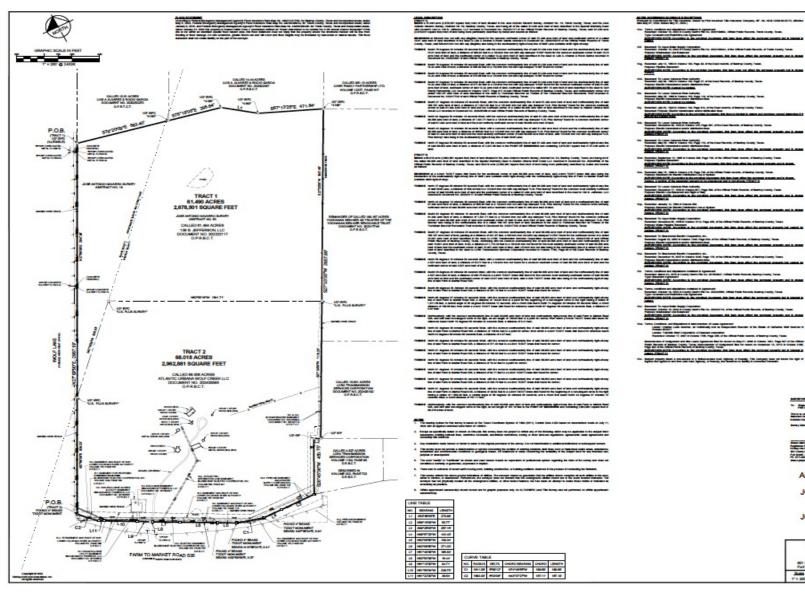
Project Benefits to Bastrop County

- ☐ Creation of 60+ new quality trades and engineering jobs and over \$6+ million in wages and benefits
- ☐ 400-600+ daily onsite construction jobs during the development period
- ☐ Substantial incremental revenue with minimal burden on schools, roads and protective services relative to incremental taxes generated
 - Real estate tax values that are substantially higher than other types of development of similar size
 - Substantial follow-on customer investment in equipment
 - Substantial permitting fees
- ☐ Potential catalyst for future economic development

Attachment D Estimated Job Creation

	Estimated Job			
Position	Count	Estimated Pay	E	xtended Payroll
Chief Engineer	4	\$ 150,000	\$	600,000
Mechanical Engineer	11	\$ 130,000	\$	1,430,000
Electrical Engineer	7	\$ 130,000	\$	910,000
Technical Admin	4	\$ 60,000	\$	240,000
Weekend Facility Tech	10	\$ 90,000	\$	900,000
On-Call Tech	4	\$ 90,000	\$	360,000
Night Shift Response Tech	4	\$ 90,000	\$	360,000
Shift Manager	2	\$ 110,000	\$	220,000
	46		\$	5,020,000
Additional Posiitions				
Security (Customer Provided)	20	\$ 40,000	\$	800,000
Customer Technical Jobs	TBD	TBD		TBD
	60+			\$5,800,000+

Note that amounts herein are not inclusive of, conservatively, 400-600 daily on-site and long-term construction jobs



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PRELIMINARY

ALTA/NSPS LAND TITLE SURVEY 129.508 ACRES JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 53 BASTROP COUNTY, TEXAS JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 18 TRAVIS COUNTY, TEXAS



Exhibit C TxDOT Plans

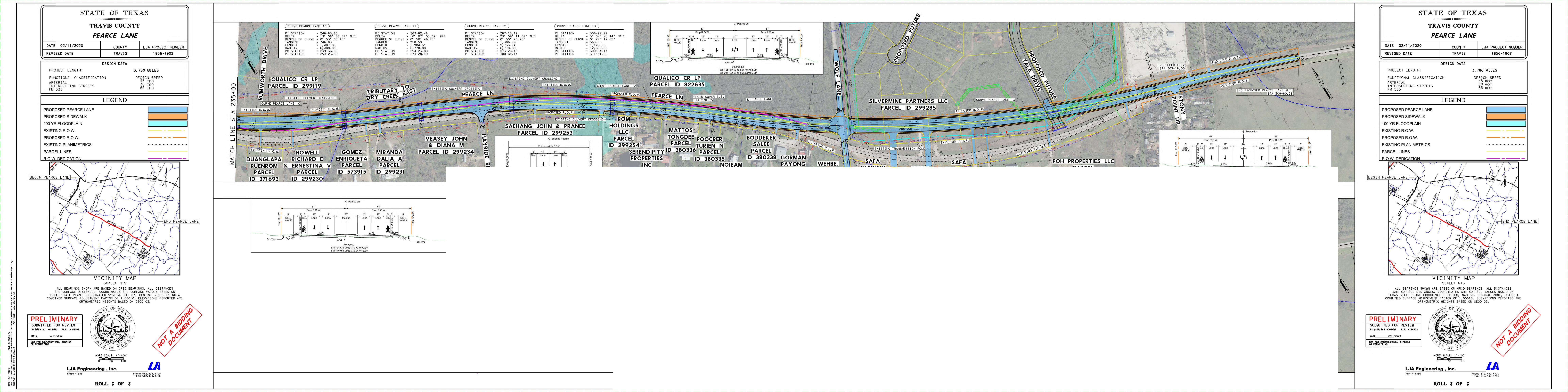


EXHIBIT C

Tax Abatement Agreement (Building 2)

295716094.3 C-1

TAX ABATEMENT AGREEMENT BETWEEN BASTROP COUNTY, TEXAS AND DFW33220N, LLC

This Tax Abatement Agreement (this "Agreement") is entered into by and between Bastrop County, Texas (the "County") duly acting herein by and through its County Judge, and DFW33220N, LLC, including an Affiliate or Subsidiary thereof (together with its successors and assigns, "Owner") effective as of December 9, 2024, and is as follows:

Recitals:

- A. This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act (the "Act"), Texas Tax Code, Chapter 312, as amended; by a resolution adopted by the Commissioners Court of Bastrop County (the "Commissioners Court") on July 22, 2024. The Commissioners Court has previously (i) adopted a resolution stating that the County elects to be eligible to participate in tax abatements, and (ii) adopted the Bastrop County Tax Abatement Policy (Guidelines and Procedures) adopted by the County on July 22, 2024 which are currently in effect (the "Guidelines"); and
- B. The Commissioners Court adopted an order on July 26, 2024 (the "Order", attached hereto as Exhibit A) designating the "Bastrop County, Texas Precinct 1 Reinvestment Zone No 1." for commercial-industrial tax abatement (the "Reinvestment Zone"); the Reinvestment Zone is described in the Order (and the exhibits attached thereto); and
- C. Owner proposes certain improvements generally described as a data center campus (the "Project"), as more fully described in the Owner's application for abatement which is attached to this Agreement as Exhibit B (the "Application"), that will be located on land within the Reinvestment Zone. The Owner proposes to construct the Project in multiple phases, as described in Attachment B to the Application. The improvements described in the Application that are the subject of this Agreement are limited to the improvements pertaining to "Phase 2" or "Building 2" as described in Attachment B to the Application ("Building 2"). The Building 2 Improvements (hereinafter defined) and the Building 2 Facilities (hereinafter defined) will be captured in a separate taxing parcel in the records of the Tax Assessor/Collector for the County for purposes of this Agreement; and
- D. The Commissioners Court, after conducting a hearing and having heard evidence and testimony, has concluded, based on the evidence and testimony presented to it, that the Building 2 Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Agreement and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines, or to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with the Act, that this Agreement should be entered into notwithstanding any such inconsistency; and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County; and
- E. Proper notice of the County's intent to enter into this Agreement has been provided to the presiding officers of each of the other taxing units levying taxes in the Reinvestment Zone not less than seven (7) days prior to the date on which this Agreement was approved by the Commissioners Court; and

F. This Agreement was adopted at a regularly scheduled meeting of the Commissioners Court which was preceded by thirty day written notice which was properly posted in accordance with the Open Meetings Act and at which a quorum of the Commissioners Court was present; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

- Section 1.01. "Affiliate" or "Affiliate of Owner" shall mean a person who controls, is controlled by, or under common control with another person, where a person shall be deemed to control another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person through an ownership interest or pursuant to a binding agreement; and "Subsidiary" or "Subsidiary of Owner" shall have the meaning assigned to it in the Texas Business Organizations Code.
- Section 1.02. "Background Information" shall include, without limitation, in the case of a proposed assignee or partial assignee and any specific Affiliate or Affiliates of a proposed assignee or partial assignee identified by the County and reasonably pertinent to the County's consent under Article 7 hereof:
 - (1) its legal name or identity;
 - (2) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office; and
 - (3) the state in which it was chartered and its registered office and agent in that state, the name and address of its registered agent and office in the State of Texas, and the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code).
- Section 1.03. "Base Value" shall mean, for purposes of the abatement on the Building 2 Facilities, the assessed value, as of January 1, 2024, which is \$365,669.25. Such value shall be determined by the Chief Appraiser of the Bastrop Central Appraisal District (the "Appraisal District").
- Section 1.04. "Building 2 Facilities" shall mean the Building 2 Improvements and all other tangible property or fixtures, more fully described in the Owner's Application, as used by Owner in connection with its data center campus operations in the Reinvestment Zone and shall include any property added to the Building 2 Improvements because of repairs, retrofitting, or additional improvements during the term of this Agreement. Notwithstanding the foregoing sentence, Building 2 Facilities shall include only the following property: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement or tangible personal property as provided in Chapter 1 of the Texas Tax Code, and (iv) it must be constructed or placed

in the Reinvestment Zone after the date this Agreement is approved by the Commissioners Court.

- Section 1.05. "Building 2 Improvements" shall mean improvements, fixtures, and equipment, which are more particularly described in the Application, identifying the improvements that are to be installed within the Reinvestment Zone. Notwithstanding the foregoing sentence, improvements shall include only the following property: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to the Act, (iii) it must meet the definition of an improvement or tangible personal property as provided in Chapter 1 of the Texas Tax Code, and (iv) it must be constructed or placed in the Reinvestment Zone after the date this Agreement is approved by the Commissioners Court.
- Section 1.06. "Certified Appraised Value" shall mean the final appraised value of property that is subject to property taxation under the Texas Tax Code, as determined and certified by the Appraisal District after the exhaustion of remedies under Texas Tax Code Title 1, Subtitle F, for each taxable year during the Abatement Period.
- Section 1.07 "Initial Appraised Value" shall mean the appraised value of taxable property as determine by the Appraisal District that is subject to property taxation under the Texas Tax Code prior to the exercise of any remedies under Texas Tax Code Title 1, Subtitle F, for each taxable year during the Abatement Period.
- Section 1.08. "Substantial completion," including derivatives of this term, shall mean minimum completion to achieve Project Purpose, with specificity.
- Section 1.09. "Taxes" shall mean ad valorum property taxes, including Maintenance & Operations ("M&O"), Interest and Sinking Funds ("I&S"), and Lateral Road, Farm-to-Market, Road and Bridge, or other special County tax authorized by the Texas Constitution and in effect, either currently-existing or later-imposed, for any year during the Abatement Period with respect to the Building 2 Improvements and Building 2 Facilities.

ARTICLE 2. BUILDING 2 IMPROVEMENTS

- Section 2.01. <u>Building 2 Improvements in Reinvestment Zone.</u> Owner anticipates that it will construct the Building 2 Improvements within the Reinvestment Zone. Owner acknowledges that the abatement granted herein is conditioned upon completion of construction of the Building 2 Improvements within the Reinvestment Zone as provided in Section 3.04 herein.
- Section 2.02. Timing of Building 2 Improvements. Owner projects that construction of the Building 2 Improvements will begin by December 31, 2026 (the "Construction Commencement Date"), and will be substantially completed by December 31, 2029. If Owner has not commenced construction of the Building 2 Improvements by the Construction Commencement Date, or has not substantially completed construction of the Building 2 Improvements by December 31, 2029, then Owner may, in writing, request a one-time, one-year extension of such previous deadline (or such later deadline resulting from Owner's exercise of a force majeure extension as described in Section 9.07 of this Agreement) in the event of power availability limitations, permitting delays, equipment shortages, construction delays or other events or circumstances impacting construction that are beyond Owner's reasonable control. The County shall not

unreasonably withhold, condition, or delay its consent to any such extension. In the event that Owner has not substantially completed construction of the Building 2 Improvements by the later of December 31, 2029 or as extended, pursuant to the provisions above, this Agreement shall terminate.

Section 2.03. Plans and Specifications, Governmental Requirements, and Workmanship. All Building 2 Improvements shall be constructed and installed substantially in accordance with plans and specifications (as the same may be amended, modified or changed by change orders from time to time, the "Plans and Specifications") prepared by an engineer or architect licensed within one of the states of the United States of America and in accordance with all regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. Owner shall take such steps as are reasonably necessary to see that all work on the Building 2 Improvements is completed in a good and workmanlike manner.

ARTICLE 3. TAX ABATEMENT

- Section 3.01. <u>Tax Abatement Granted</u>. Subject to the terms and conditions of this Agreement, the County agrees to abate 75% of the annual taxes imposed by the County and assessed by the Appraisal District on the increase in the assessed value (above the Base Value) of the Building 2 Facilities located in the Reinvestment Zone for each year during the Abatement Period, as provided by this Agreement.
- Section 3.02. Abatement Period; Commencement Date; Term of Agreement. The period in which taxes are abated (the "Abatement Period") shall begin on the Commencement Date, which shall be the later of: (a) January 1st of the first calendar year after the commencement of commercial operations (the "Commercial Operations Deadline" or "COD") of the Building 2 Facilities, as the term COD is customarily used in the Project industry; or (b) January 1st of the calendar year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner (the "Commencement Date"). The Abatement Period will terminate on December 31st of the tenth (10th) year following the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any covenants, obligations, or payments owing to the other as of the date the Agreement is terminated. As used in this Section 3.02, "Notice of Abatement Commencement" means a notice that Owner may, in its sole discretion, deliver to the County stating Owner's desire to commence the Abatement Period. If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the abatement period to begin on January 1, 202_..." and the date stated in the Notice of Abatement Commencement shall be the Commencement Date. Owner shall deliver the Notice of Abatement Commencement not later than the December 31st that immediately precedes the January 1st Commencement Date. Regardless of whether or not Owner delivers a Notice of Abatement Commencement, Owner shall provide certification of the COD in writing both to the County and to the Appraisal District within sixty (60) days of the COD. As required by Chapter 312 of the Texas Tax Code, in no event shall the Abatement Period exceed a period of ten (10) Tax Years.
- Section 3.03. Payments of Taxes. Owner agrees to pay all ad valorem taxes due with respect to any property owned by Owner (including any Affiliate or Subsidiary of Owner) located in the County that is not subject to tax abatement under this Agreement.

- Section 3.04. <u>Conditions to Tax Abatement</u>. The tax abatement granted by this Agreement is expressly conditioned upon the following conditions which must be satisfied throughout the entire term of this Agreement and with which Owner agrees to comply with at all times, subject, however, to the notice and cure rights of Owner set forth in Article 6 hereof:
 - (1) Ownership of the Property. The Owner acquires and owns the real property that is located within the Reinvestment Zone.
 - (2) <u>Construction of the Building 2 Improvements</u>. Owner's timely construction of the Building 2 Improvements in accordance with this Agreement.
 - (3) <u>Operations</u>. Owner's operation of the Building 2 Facilities as a data center campus.
 - (4) <u>Compliance with this Agreement</u>. Owner's compliance with all material covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.
 - (5) <u>Accuracy of Representations</u>. The accuracy and truthfulness in all material respects of the representations by Owner contained in this Agreement as of the date this Agreement is executed and throughout the term of this Agreement.
 - (6) Payment of Taxes. The payment by Owner (including any Affiliate or Subsidiary of Owner), prior to delinquency, of all taxes imposed by the County, any other taxing unit within the County based on the value of, or levied against, the Building 2 Facilities or the Building 2 Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law, and pays the tax, as finally determined, prior to delinquency as required by applicable law.
 - (7) Continued Operations following Abatement. Owner agrees to continue routine commercial operation of the Building 2 Facilities, including all outages for repair, maintenance and refurbishment, for a period of fifteen (15) years after the end of the Abatement Period. In addition to any other remedies available to the County pursuant to this Agreement or applicable law, upon any breach of this covenant as determined by a final judgment by a court of competent jurisdiction, the County shall be entitled to the remedies specified in Section 6.04 hereof.
 - (8) Annual Certification. Beginning in the year immediately following the Commencement Date and continuing each year thereafter during the Abatement Period, Owner agrees to annually submit a certified, sworn statement acceptable to the Bastrop County Auditor and signed by an authorized officer or employee of Owner that it is in full compliance with its obligations under this Agreement or, if not in full compliance, a statement disclosing the nature of any non-compliance and any reasons therefor.
 - (9) <u>Dedication of Land for Public Improvements</u>. Owner hereby acknowledges that the grant of economic incentives described herein is conditioned on the Owner's

agreement, subject to the terms and limitations provided below, to work with the County and/or the Texas Department of Transportation ("TxDOT") and to cooperate in good faith with their efforts to perform such improvements, including Owner's agreement to dedicate, convey, or otherwise transfer to a transferee designated by the County or TxDOT, sufficient land along the portion of the property adjacent to Pearce Lane (the "Highway") to facilitate the planned expansion of the Highway in accordance with TxDOT's existing plans as of the effective date of this Agreement (the "Plans", dated February 11, 2020, attached hereto as Exhibit C). The foregoing agreement of Owner is subject to and conditioned upon: (a) the improvements being carried out as depicted in the Plans, and (b) reserving the Owner's rights pursuant to all applicable laws and regulations with respect to any impact such improvements or such dedication or conveyance may have on Owner's rights or property, including Owner's right to fair market compensation. The land to be dedicated or conveyed (the "Dedicated Land") shall: (i) conform to the specifications outlined in the Plans, including but not limited to width, alignment, and grading requirements; (ii) be free and clear of all liens, encumbrances, and other restrictions that may impede the use of the Dedicated Land for public purposes, except to the extent such liens, encumbrances and other restrictions exist in the public records as of the date of this Agreement; and (iii) be conveyed to TxDOT or another entity as directed by TxDOT within ninety (90) days of receiving written notice from the County or TxDOT. Owner agrees to coordinate with TxDOT and the County to ensure the proper legal description, platting, and any other documentation necessary to complete the dedication or conveyance of the Dedicated Land. The provisions of this Section 3.04, including Owner's obligations hereunder, shall be deemed to have expired and shall be of no further force and effect after the date that is five (5) years after the effective date of this Agreement.

ARTICLE 4. COVENANTS APPLICABLE TO CONSTRUCTION AND OPERATIONS AFTER CONSTRUCTION

- Section 4.01. Inspections. The County shall have the right to inspect the Building 2 Improvements and the Building 2 Facilities. The County agrees to provide Owner with at least two (2) weeks advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted at a mutually agreed time and date and in a manner that will not unreasonably interfere with the construction of the Building 2 Improvements or the operation of the Building 2 Facilities. In the event of such inspection, County may be restricted from access to areas physically occupied by the customer/tenant of the data center building, unless County has obtained the express written consent from the customer/tenant prior to the date of such inspection. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents, or employees of the County or the Appraisal District. Nothing herein shall be construed to limit or diminish the authority of the County or the Appraisal District to conduct inspections or obtain information under applicable law.
- Section 4.02. <u>Determination of Value</u>. The parties recognize that to the extent required by applicable law, the Chief Appraiser of the Appraisal District shall annually assess the

Certified Appraised Value of all real and personal property making up the Building 2 Facilities without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement, and the Chief Appraiser shall then record both values in the appraisal records. The Certified Appraised Value of the Building 2 Facilities without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Appraisal District with such information as is required by applicable law (including a rendition filed under Chapter 22 of the Texas Tax Code and an application for exemption filed under Section 11.28 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 4.03 hereinbelow. A change in the legal description of the property that is the subject of this Agreement (whether by voluntary dedication, eminent domain, or similar action) will not impact the abatement on the rest of the property that is the subject of this Agreement.

Section 4.03. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Building 2 Facilities in accordance with applicable law. However, the Owner shall be bound by any representations of amounts to be invested subject to abatement in the Application, or contained within this Agreement.

ARTICLE 5. REPRESENTATIONS

- Section 5.01. By the County. The County hereby warrants and represents that this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County.
- Section 5.02. By Owner. Owner hereby warrants and represents to the County:
 - (1) That Owner is a limited liability corporation in good standing under the laws of its state of organization and authorized to do business in the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas;
 - (2) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units within the County;
 - (3) That the officer of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized to perform all covenants undertaken by Owner pursuant to this Agreement;
 - (4) That there is no operating agreement, certificate of formation provision, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein;

- (5) That none of the tangible personal property that is intended to be a part of the Building 2 Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the effective date of this Agreement; and
- (6) That this Agreement contains each term as agreed to by Owner.

ARTICLE 6. DEFAULT & REMEDIES

Section 6.01. <u>Default In Constructing Building 2 Improvements; Cross-Default in Constructing Building 1 Improvements.</u>

- (1) If Owner fails to complete the Building 2 Improvements in the manner, and within the time period stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 6.03 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the construction of the Building 2 Improvements the County may terminate or cancel this Agreement and Owner shall pay to the County all tax revenues (including penalties, interest, attorney's fees and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Building 2 Improvements that are constructed.
- (2) If Owner fails to commence construction of the Building 1 Improvements by its Construction Commencement Date (as defined in the tax abatement agreement for the Building 1 Improvements and as described in Attachment B to the Application), or fails to complete the Building 1 Improvements in the manner, and within the time period stated in the tax abatement agreement pertaining to the Building 1 Improvements, and Owner's failure to comply with those provisions of the tax abatement agreement are not cured according to the terms of the tax abatement agreement, Owner shall be in default under the terms of this Agreement. The sequence of building construction could vary from that which is reflected on the Application for Abatement. Building 1 will be deemed to be such for purposes of this Article, based on the actual order in which buildings are constructed.

Section 6.02. <u>Default In Operations, Payments or Performance of Other Covenants</u>. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement:

- (1) Owner fails to timely pay any amounts owing to County pursuant to this Agreement, including taxes owed to the County or any other taxing unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such taxes; or
- (2) Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement; or
- (3) Any representation made by Owner in Section 5.02 of this Agreement is materially untrue or, with the passage of time, becomes materially untrue; or

- (4) Owner fails to maintain continued operations in accordance with Section 3.04(7).
- Section 6.03. <u>Notice, Right to Cure</u>. Upon the occurrence of an event of default (including default under Sections 6.01 or 6.02 above), the County shall give the Owner written notice specifying the default.
 - (1) <u>Monetary Defaults</u>. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.
 - (2) <u>Non-Monetary Defaults</u>. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within ninety (90) days of the date of the notice of default by the County. This cure period shall be extended such additional time period as the documentation demonstrates is reasonably necessary to cure the default provided that Owner has commenced the cure and is diligently proceeding with such cure.
- Section 6.04. Remedies. If an event of default is not cured in accordance with Section 6.03 above, then the County may terminate this Agreement. If there is a default (other than a default pursuant to Section 6.01 above) that is not cured by Owner within the time permitted by Section 6.03, Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs and any subsequent calendar year on which the default remains uncured for any period. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred. Regardless of any other term of this Agreement, in the event that Owner fails to comply with this Agreement, the County may cancel or modify the Agreement, as allowed by the Act.
- Section 6.05. Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that Owner may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in the Building 2 Improvements and Building 2 Facilities, and Owner's lease and easement agreements related to the land on which the Building 2 Improvements and Building 2 Facilities are located ("Leases"), to any lender or to any trustee or beneficiary under a deed of trust or to any master or special servicer (a "Mortgagee") for the purpose of financing operations of the Building 2 Facilities, constructing the Building 2 Improvements or acquiring additional equipment for the Building 2 Facilities following any initial phase of construction (a "Financing"). Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide Owner hereunder so long as County has been provided notice of the identity and address of such Mortgagee, and such Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as Owner. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

The County shall, within ten (10) business days after receipt of a written request from Owner, execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by Owner (including a Mortgagee or prospective purchaser, assignee or investor). Without limitation, such estoppel certificate may include a certification as to the status of this Agreement, the existence of any defaults and the amount of any payments or other amounts due from Owner hereunder.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION Section 6.06. CONTAINED HEREIN, TERMINATION 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 THIS AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED HEREIN, ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE **FAILS** OWNER TO MAKE THE SPECIFIED BUILDING 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 SECTION ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, 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.

ARTICLE 7. ASSIGNMENT

- Section 7.01. Assignment. So long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 7.02 hereinbelow, and subject to the restrictions set forth in Section 7.04, Owner may, with the consent of the County, assign, in whole or in part, any of its rights or obligations under the terms of this Agreement or in the Building 2 Improvements, Leases or the Building 2 Facilities. Consent of the County may only be withheld under those circumstances described in Section 7.03 below. After an assignment that is completed in accordance with the requirements of this Agreement, Owner shall have no further rights, duties, or obligations under this Agreement to the extent such rights, duties, and obligations have been assumed by the assignee. Notwithstanding the foregoing, (i) an assignment of this Agreement pursuant to Section 6.06, including in connection with the foreclosure of the lien of any Mortgagee securing any Financing or conveyance in lieu thereof, shall not require the consent of the County; and (ii) an assignment of this Agreement in whole or part by Owner to an Affiliate of Owner in connection with the transfer by Owner of Building 2 Improvements or Building 2 Facilities to such Affiliate shall not require the consent of the County, provided that Owner shall provide written notice of such assignment to the County, and Owner and such Affiliate shall comply with Section 7.04(1) hereof.
- Section 7.02. <u>Information on Assignee to be Provided to County; Timing of Consent.</u> In the event Owner proposes to assign all or any portion of its interest in the Building 2 Facilities in a transaction that requires the County's consent, Owner agrees to provide the County the Background Information (as defined in Section 1.02) on the proposed assignee.
- Section 7.03. <u>County May Withhold Consent</u>. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the

Agreement and pay the tax assessments from the County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein; (ii) the proposed assignee has a record of violations or defaults with respect to its operations of storage projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement; or (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 7.04 below. If the County reasonably requests additional information, the County, the Owner, and the prospective assignee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise Owner in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 1.02. If the County withholds consent, it shall provide the reasons it is doing so in the written decision. If Owner disagrees with the County's denial of consent, within thirty (30) days following Owner's written request the Parties shall submit the consent issue to binding arbitration by an arbitrator acceptable to both parties. If the parties cannot agree on an arbitrator, the American Arbitration Association ("AAA") shall appoint an arbitrator and preside over the arbitration pursuant to AAA's commercial arbitration rules then in effect. Unless otherwise agreed in writing by the parties, the venue for such arbitration shall be at a location within the County.

- Section 7.04. <u>Conditions to Assignment</u>. Owner's assignment shall also be conditioned on the following:
 - (1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement; and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement;
 - (2) Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;
 - (3) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

ARTICLE 8. NOTICES

Section 8.01. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Bastrop County, Texas Attn: County Judge Bastrop County Courthouse 804 Pecan Street Bastrop, Texas 78602

If to the Owner:

DFW33220N, LLC

Attn: Brian Alperstein, General Counsel Address: 2201 Cooperative Way, #400 City, State ZIP: Herndon, Virginia 20171

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

ARTICLE 9. GENERAL PROVISIONS

- Section 9.01. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in a court of competent jurisdiction in Bastrop County, Texas, or in a United States District Court of Texas having Bastrop County within its original jurisdiction. Venue may not be assigned or transferred elsewhere.
- Section 9.02. <u>Waiver</u>. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.
- Section 9.03. Entire Agreement, Interpretation. This Agreement, including the Exhibits attached hereto and incorporated herein by reference, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.
- Section 9.04. Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

- Section 9.05. 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 the Company from the County 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 rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time 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. 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.
- Section 9.06. Owner as Party to Litigation. In the event any litigation is initiated questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.
- Force Majeure. If Owner's performance of any obligation or obligations under this Section 9.07. Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner, then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. 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. Any period of suspension under this Section may, at the request of Owner, extend its construction period under Section 2.02 of this Agreement, but for no longer than the duration of the Force Majeure event. Contingencies or causes beyond the control of Owner include, without limitation:
 - (1) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, and labor disputes or strikes;
 - (2) The current coronavirus pandemic or governmental actions, governmental shut-downs, travel restrictions, quarantines, or business closings stemming therefrom;
 - (3) To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement, a change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation.

Any party claiming delay due to an event of Force Majeure must provide written notice to the other party promptly upon learning of such event, and in such notice must provide a reasonable description of the event of Force Majeure, the date of commencement of the event of Force Majeure, and the nature of the delay anticipated to be incurred as a result thereof. The party claiming Force Majeure must also provide written notice to the other party of the cessation of the event of Force Majeure, including a reasonable description of the resolution of the event of Force Majeure and the date on which the Force Majeure was resolved.

- Section 9.08. <u>Multiple Counterparts</u>. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding on and inure to the benefit of the parties, their respective successors and permitted assigns in accordance with the terms hereof.
- Section 9.09. Recording of Agreement. The parties agree to execute this Agreement in recordable form and that a duplicate of this Agreement shall be entered in the Official Minutes of the Commissioners Court of Bastrop County, Texas.
- Section 9.10. <u>Adoption of Agreement</u>. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.
- Section 9.11. <u>Further Acts</u>. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.
- Section 9.12. <u>Conflict with Guidelines</u>. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines, the Amendment is excepted from the Guidelines.
- Section 9.13 Indemnity. Owner agrees to indemnify, defend, and hold County harmless against and from all liabilities, damages, claims, and expenses, including without limitation reasonable attorneys' fees, that may be imposed upon or asserted against County by any third party in connection with Owner's alleged breach of this Agreement. Owner shall not be required to indemnify, defend, and hold County harmless against third party claims asserting procedural defects relating to the County's adoption of this Agreement. Owner will reimburse the County for all costs, including reasonable and necessary legal fees, in any final disposition of a claim that is subject to indemnification by Owner under the first sentence of this Section, whether by adjudication in court or alternative dispute resolution procedures, provided that Owner shall not be responsible for reimbursement of County for any matter that the County agrees to settle without the approval of Owner, which shall not be unreasonably withheld.
- Section 9.14. <u>Plurality, Gender, and Headings.</u> In this Agreement, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other ender. Headings in this Agreement are descriptive only, and not terms of inclusion or exclusion.
- Section 9.15. Relationship of Parties. The Owner, including its agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance

of services covered under this Agreement. The Parties represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County.

- Section 9.16. <u>Default, Cumulative Rights, and Mitigation</u>. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages.
- Section 9.17. Review by Counsel. The County and the Owner acknowledge that each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments or exhibits hereto.
- Section 9.18. Attorney's Fees. Except as otherwise expressly provided in this Agreement, (i) each of the Parties shall pay its own costs and expenses relating to this Agreement, including its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement, and (ii) in the event of a dispute between the Parties in connection with this Agreement, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of all attorneys' fees, costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party to the extent allowed by law.
- Section 9.19. Signatory Warranty. The signatories for the County and the Owner represent that each has the full right, power, and authority to enter into and perform this Agreement in accordance with all of its terms and conditions, and that the execution and delivery of this Agreement has been made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances, and provisions set forth in this Agreement.

[The remainder of this page left intentionally blank.]

SIGNED on this the 9th day of December , 2024.

Attest:

BASTROP COUNTY, TEXAS:

Gregory Klans

Bastrop County Judge

Krista Bartsch

Bastrop County Clerk

DEW33990N I.I.C.

Edmund Wilson

Title:

C00

Attachments:

Exhibit A: Order Designating the Reinvestment Zone

Exhibit B: Application for Abatement

Exhibit C: TxDOT's Plans

Exhibit A Order Designating the Reinvestment Zone

ORDER

AN ORDER OF THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE UNDER CHAPTER 312, AS AMENDED, TEXAS TAX CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 312, Texas Tax Code, as amended (*Chapter 312*) authorizes Bastrop County, Texas (the *County*) to designate a reinvestment zone within the County and enter into an ad valorem tax abatement agreement with any owner of real property located therein; and

WHEREAS, Section 312.002(a) of Chapter 312 provides that the County may not designate an area as a reinvestment zone and enter into a tax abatement agreement unless (i) the Commissioners Court of the County (the *Court*) has established guidelines and criteria governing tax abatement agreements entered into by the County (*Guidelines and Criteria*) and (ii) adopts a resolution stating that the County elects to become eligible to participate in tax abatement; and

WHEREAS, the Court, on July 22, 2024, adopted a resolution in which it, among other matters, established the Guidelines and Criteria and elected to become eligible to participate in tax abatement; and

WHEREAS, the owners of an area of real property, as further described and identified in Exhibit A hereto (the *Property*), has made application (the *Application*) to the County seeking that it designate such Property as a reinvestment zone under Chapter 312 and, in exchange therefor, such owners will (i) develop the Property in a manner that the Court hereby deems advisable and that would not otherwise occur without such designation and (ii) annually make to the County a "payment in lieu of taxes" for a specified duration; and

WHEREAS, Chapter 312 states that the County cannot adopt an order designating an area as a reinvestment zone unless the Court has held a public hearing on such designation (the *Hearing*) and, at least seven days prior thereto, published notice of the time, place, and subject of the Hearing in a newspaper of general circulation within the County (the *Published Notice*) and mailed such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone (the *Mailed Notice*); and

WHEREAS, the Court caused the Published Notice to be published in the *Austin American-Statesman* on July 19, 2024 and mailed the Mailed Notice to the presiding officers of the Bastrop Independent School District and Bastrop County Emergency Services District No. 1 (the *Other Taxing Entities*) on July 19, 2024; and

WHEREAS, the Court conducted the Hearing on July 26, 2024, at which time interested persons were allowed to speak and present evidence for or against the creation of a reinvestment zone upon the Property; and

WHEREAS, the Court hereby finds that the improvements to the Property that are sought (as described in the Application) are feasible and practical and will be a benefit to the Property and

to the County after expiration of a tax abatement agreement entered into by the County pursuant to Chapter 312; and

WHEREAS, the Court hereby finds that all conditions to its creating a reinvestment zone which boundaries are coterminous with the Property to the extent such Property is within the boundaries of the County, as specified in Chapter 312, have been satisfied and that the County's creating such a reinvestment zone is in its best interests and the best interests of its residents; and

NOW, THEREFORE, BE IT ORDERED BY THE BASTROP COUNTY COMMISSIONERS COURT:

- **SECTION 1.** Pursuant to and in accordance with Chapter 312, the County hereby designates an area of the County, which boundaries are coterminous with the boundaries of the Property to the extent such Property is within the boundaries of the County, as a commercial-industrial reinvestment zone under Chapter 312 and entitles such reinvestment zone "Bastrop County, Texas Precinct 1 Reinvestment Zone No 1." (the *Zone*). The effective date of the Zone's creation shall be the effective date of this Order and such designation shall remain in effect for a period ending on the fifth (5th) anniversary of the date of such effective date.
- **SECTION 2.** In addition to the findings of this Court made in the recitals hereof, the Court finds that (i) the Zone does not include the territory of any municipality and (ii) creation of the Zone will contribute to the retention or expansion of primary employment or will attract major investment within the Zone that will be a benefit to the Property and will contribute to the economic development of the County.
- **SECTION 3.** The Court hereby accepts the Application and finds its contents compliant with the applicable provisions of Chapter 312 and the requirements of the Guidelines and Criteria.
- **SECTION 4.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Court.
- **SECTION 5.** All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters resolved herein.
- **SECTION 6.** This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- **SECTION 7.** If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Court hereby declares that this Order would have been enacted without such invalid provision.
- **SECTION 8.** It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

202194171.3 - 2 -

SECTION 9. This Order shall be in force and effect from and after the date of its adoption, and it is so ordered.

* * *

202194171.3 - 3 -

PASSED AND APPROVED, this the 26th day of July, 2024.

BASTROP COUNTY, TEXAS

County Judge

ATTEST:

County Clerk and Ex-Officio

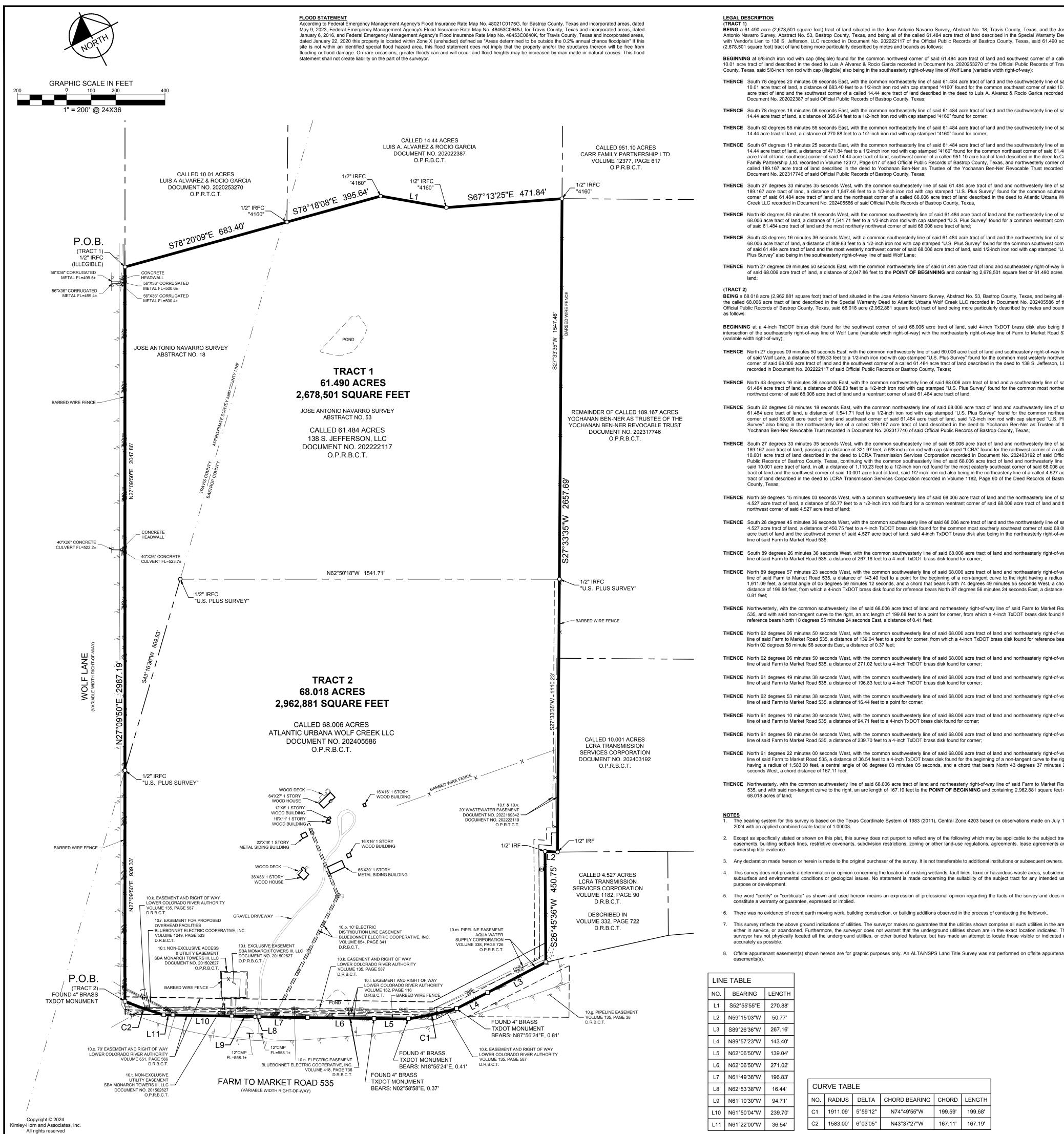
Clerk of the Commissioners Court

(SEAL OF THE COMMISSIONERS COURT)

EXHIBIT A

PROPERTY DESCRIPTION AND LOCATION MAP

202194171.3 A-1



LEGAL DESCRIPTION (TRACT 1)

BEING a 61.490 acre (2,678,501 square foot) tract of land situated in the Jose Antonio Navarro Survey, Abstract No. 18, Travis County, Texas, and the Jose Antonio Navarro Survey, Abstract No. 53, Bastrop County, Texas, and being all of the called 61.484 acre tract of land described in the Special Warranty Deed with Vendor's Lien to 138 S. Jefferson, LLC recorded in Document No. 202222117 of the Official Public Records of Bastrop County, Texas, said 61.490 acre (2,678,501 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at 5/8-inch iron rod with cap (illegible) found for the common northwest corner of said 61.484 acre tract of land and southwest corner of a called 10.01 acre tract of land described in the deed to Luis A Alvarez & Rocio Garcia recorded in Document No. 2020253270 of the Official Public Records of Travis County, Texas, said 5/8-inch iron rod with cap (illegible) also being in the southeasterly right-of-way line of Wolf Lane (variable width right-of-way);

- THENCE South 78 degrees 20 minutes 09 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 10.01 acre tract of land, a distance of 683.40 feet to a 1/2-inch iron rod with cap stamped "4160" found for the common southeast corner of said 10.01 acre tract of land and the southwest corner of a called 14.44 acre tract of land described in the deed to Luis A. Alvarez & Rocio Garica recorded in Document No. 202022387 of said Official Public Records of Bastrop County, Texas;
- THENCE South 78 degrees 18 minutes 08 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 395.64 feet to a 1/2-inch iron rod with cap stamped "4160" found for corner;
- THENCE South 52 degrees 55 minutes 55 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 270.88 feet to a 1/2-inch iron rod with cap stamped "4160" found for corner;
- THENCE South 67 degrees 13 minutes 25 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 471.84 feet to a 1/2-inch iron rod with cap stamped "4160" found for the common northeast corner of said 61.484 acre tract of land, southeast corner of said 14,44 acre tract of land, southwest corner of a called 951,10 acre tract of land, described in the deed to Carr Family Partnership ,Ltd. recorded in Volume 12377, Page 617 of said Official Public Records of Bastrop County, Texas, and northwesterly corner of a called 189.167 acre tract of land described in the deed to Yochanan Ben-Ner as Trustee of the Yochanan Ben-Ner Revocable Trust recorded in Document No. 202317746 of said Official Public Records of Bastrop County, Texas;
- THENCE South 27 degrees 33 minutes 35 seconds West, with the common southeasterly line of said 61.484 acre tract of land and northwesterly line of said 189.167 acre tract of land, a distance of 1.547.46 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common southeast corner of said 61.484 acre tract of land and the northeast corner of a called 68.006 acre tract of land described in the deed to Atlantic Urbana Wolf
- Creek LLC recorded in Document No. 202405586 of said Official Public Records of Bastrop County, Texas, THENCE North 62 degrees 50 minutes 18 seconds West, with the common southwesterly line of said 61.484 acre tract of land and the northeasterly line of said 68.006 acre tract of land, a distance of 1,541.71 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for a common reentrant corner
- of said 61.484 acre tract of land and the most northerly northwest corner of said 68.006 acre tract of land; THENCE South 43 degrees 16 minutes 36 seconds West, with a common southeasterly line of said 61.484 acre tract of land and the northwesterly line of said 68.006 acre tract of land, a distance of 809.83 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common southwest corner of said 61.484 acre tract of land and the most westerly northwest corner of said 68.006 acre tract of land, said 1/2-inch iron rod with cap stamped "U.S.
- THENCE North 27 degrees 09 minutes 50 seconds East, with the common northwesterly line of said 61.484 acre tract of land and southeasterly right-of-way line of said 68.006 acre tract of land, a distance of 2,047.86 feet to the POINT OF BEGINNING and containing 2,678,501 square feet or 61.490 acres of

BEING a 68.018 acre (2,962,881 square foot) tract of land situated in the Jose Antonio Navarro Survey, Abstract No. 53, Bastrop County, Texas, and being all of the called 68 006 acre tract of land described in the Special Warranty Deed to Atlantic Urbana Wolf Creek LLC recorded in Document No. 202405586 of the Official Public Records of Bastrop County, Texas, said 68,018 acre (2,962,881 square foot) tract of land being more particularly described by metes and bounds

Plus Survey" also being in the southeasterly right-of-way line of said Wolf Lane;

BEGINNING at a 4-inch TxDOT brass disk found for the southwest corner of said 68.006 acre tract of land, said 4-inch TxDOT brass disk also being the intersection of the southeasterly right-of-way line of Wolf Lane (variable width right-of-way) with the northeasterly right-of-way line of Farm to Market Road 535 (variable width right-of-way);

- THENCE North 27 degrees 09 minutes 50 seconds East, with the common northwesterly line of said 60 006 acre tract of land and southeasterly right-of-way line of said Wolf Lane, a distance of 939.33 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common most westerly northwest corner of said 68.006 acre tract of land and the southwest corner of a called 61.484 acre tract of land described in the deed to 138 S. Jefferson, LLC recorded in Document No. 202222117 of said Official Public Records or Bastrop County, Texas;
- THENCE North 43 degrees 16 minutes 36 seconds East, with the common northwesterly line of said 68.006 acre tract of land and a southeasterly line of said 61.484 acre tract of land, a distance of 809.83 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common most northerly northwest corner of said 68.006 acre tract of land and a reentrant corner of said 61.484 acre tract of land;
- THENCE South 62 degrees 50 minutes 18 seconds East, with the common northeasterly line of said 68.006 acre tract of land and southwesterly line of said 61.484 acre tract of land, a distance of 1,541.71 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common northeast corner of said 68.006 acre tract of land and southeast corner of said 61.484 acre tract of land, said 1/2-inch iron rod with cap stamped "U.S. Plus Survey" also being in the northwesterly line of a called 189.167 acre tract of land described in the deed to Yochanan Ben-Ner as Trustee of the ochanan Ben-Ner Revocable Trust recorded in Document No. 202317746 of said Official Public Records of Bastrop County, Texas
- THENCE South 27 degrees 33 minutes 35 seconds West, with the common southeasterly line of said 68.006 acre tract of land and northwesterly line of said 189.167 acre tract of land, passing at a distance of 321.97 feet, a 5/8 inch iron rod with cap stamped "LCRA" found for the northwest corner of a called 10.001 acre tract of land described in the deed to LCRA Transmission Services Corporation recorded in Document No. 202403192 of said Official Public Records of Bastrop County, Texas, continuing with the common southeasterly line of said 68.006 acre tract of land and northwesterly line of said 10.001 acre tract of land, in all, a distance of 1,110.23 feet to a 1/2-inch iron rod found for the most easterly southeast corner of said 68.006 acre tract of land and the southwest corner of said 10.001 acre tract of land, said 1/2 inch iron rod also being in the northeasterly line of a called 4.527 acre tract of land described in the deed to LCRA Transmission Services Corporation recorded in Volume 1182, Page 90 of the Deed Records of Bastrop
- THENCE North 59 degrees 15 minutes 03 seconds West, with a common southwesterly line of said 68.006 acre tract of land and the northeasterly line of said 4.527 acre tract of land, a distance of 50.77 feet to a 1/2-inch iron rod found for a common reentrant corner of said 68.006 acre tract of land and the northwest corner of said 4.527 acre tract of land:
- THENCE South 26 degrees 45 minutes 36 seconds West, with the common southeasterly line of said 68.006 acre tract of land and the northwesterly line of said 4.527 acre tract of land, a distance of 450.75 feet to a 4-inch TxDOT brass disk found for the common most southerly southeast corner of said 68.006 acre tract of land and the southwest corner of said 4.527 acre tract of land, said 4-inch TxDOT brass disk also being in the northeasterly right-of-way line of said Farm to Market Road 535:
- THENCE South 89 degrees 26 minutes 36 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 267.16 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 89 degrees 57 minutes 23 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 143.40 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1,911.09 feet, a central angle of 05 degrees 59 minutes 12 seconds, and a chord that bears North 74 degrees 49 minutes 55 seconds West, a chord distance of 199.59 feet, from which a 4-inch TxDOT brass disk found for reference bears North 87 degrees 56 minutes 24 seconds East, a distance of
- THENCE Northwesterly, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, and with said non-tangent curve to the right, an arc length of 199.68 feet to a point for corner, from which a 4-inch TxDOT brass disk found for reference bears North 18 degrees 55 minutes 24 seconds East, a distance of 0.41 feet;
- THENCE North 62 degrees 06 minutes 50 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 139.04 feet to a point for corner, from which a 4-inch TxDOT brass disk found for reference bears North 02 degrees 58 minute 58 seconds East, a distance of 0.37 feet;
- THENCE North 62 degrees 06 minutes 50 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 271.02 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 61 degrees 49 minutes 38 seconds West, with the common southwesterly line of said 68,006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 196.83 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 62 degrees 53 minutes 38 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 16,44 feet to a point for corner
- THENCE North 61 degrees 10 minutes 30 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 94.71 feet to a 4-inch TxDOT brass disk found for corner
- THENCE North 61 degrees 50 minutes 04 seconds West with the common southwesterly line of said 68 006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 239.70 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 61 degrees 22 minutes 00 seconds West, with the common southwesterly line of said 68,006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 36.54 feet to a 4-inch TxDOT brass disk found for the beginning of a non-tangent curve to the right having a radius of 1,583.00 feet, a central angle of 06 degrees 03 minutes 05 seconds, and a chord that bears North 43 degrees 37 minutes 27 seconds West, a chord distance of 167.11 feet
- THENCE Northwesterly, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, and with said non-tangent curve to the right, an arc length of 167.19 feet to the POINT OF BEGINNING and containing 2,962,881 square feet or

- 1. The bearing system for this survey is based on the Texas Coordinate System of 1983 (2011), Central Zone 4203 based on observations made on July 11
- 2. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land-use regulations, agreements, lease agreements and ownership title evidence.
- 4. This survey does not provide a determination or opinion concerning the location of existing wetlands, fault lines, toxic or hazardous waste areas, subsidence
- subsurface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject tract for any intended use,
- 5. The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied
- 6. There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork
- 7. This survey reflects the above ground indications of utilities. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service, or abandoned. Furthermore, the surveyor does not warrant that the underground utilities shown are in the exact location indicated. The surveyor has not physically located all the underground utilities, or other buried features, but has made an attempt to locate those visible or indicated as
- 8. Offsite appurtenant easement(s) shown hereon are for graphic purposes only. An ALTA/NSPS Land Title Survey was not performed on offsite appurtenant

LINE TABLE		
NO.	BEARING	LENGTH
L1	S52°55'55"E	270.88'
L2	N59°15'03"W	50.77'
L3	S89°26'36"W	267.16'
L4	N89°57'23"W	143.40'
L5	N62°06'50"W	139.04'
L6	N62°06'50"W	271.02'
L7	N61°49'38"W	196.83'
L8	N62°53'38"W	16.44'
L9	N61°10'30"W	94.71'
L10	N61°50'04"W	239.70'

CUF	RVE TAB	LE			
NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGT
C1	1911.09'	5°59'12"	N74°49'55"W	199.59'	199.68
C2	1583.00'	6°03'05"	N43°37'27"W	167.11'	167.19

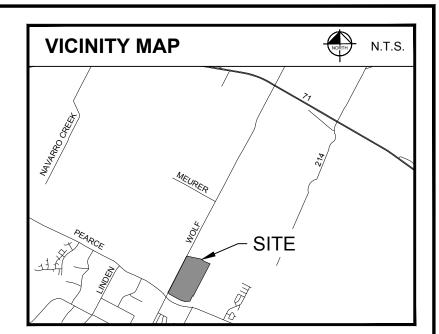
NOTES ADDRESSING SCHEDULE B EXCEPTIONS

(Pursuant to Commitment for Title Insurance, issued by First American Title Insurance Company, GF. No. NCS-1220400-DC72, effective date May 07, 2024, issued May 31, 2024.)

- 10.e. Terms, conditions and stipulations contained in Agreement: Recorded: October 18, 2022 in County Clerk's File No. 2022168854, Official Public Records, Travis County, Texas. Type: Covenant and Restrictive Use Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- 10.f. Easement To: Aqua Water Supply Corporation Recorded: October 19, 2022 in County Clerk's File No. 2022169342, of the Official Public Records, of Travis County, Texas. Purpose: Wastewater Line Easemen SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.g. Recorded: July 12, 1952 in Volume 135, Page 38, of the Deed records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does not affect the surveyed property but is shown
- 10.h. Easement To: Lower Colorado River Authority Recorded: July 08, 1952 in Volume 135, Page 27, of the Deed Records, of Bastrop County, Texas. Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: Cannot be plotted.
- 10.i. Easement To: Lower Colorado River Authority Recorded: May 25, 1960 in Volume 152, Page 118, of the Deed Records, of Bastrop County, Texas. Purpose: Electric transmission and/or distribution lines
- SURVEYORS NOTE: Cannot be plotted. 10.j. Recorded: July 02, 1940 in Volume 103, Page 614, of the Deed records, of Bastrop County, Texas.
- asement Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: According to the provided document, this item is blanket in nature and surveyor cannot determine if it
- 10.k. Easement To: Lower Colorado River Authority Recorded: November 28, 1952 in Volume 135, Page 587, of the Deed Records, of Bastrop County, Texas.
- Purpose: Electric transmission and/or distribution line SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.I. Easement To: Lower Colorado River Authority Recorded: May 25, 1960 in Volume 152, Page 116, of the Deed Records, of Bastrop County, Texas. Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.m. Recorded: September 12, 1985 in Volume 388, Page 726, of the Official Public records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.n. Recorded: May 15, 1986 in Volume 418, Page 736, of the Official Public records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown ereon. A portion of the easement appears to be abandoned and is not shown. (TRACT 2)
- 10.o. Easement To: Lower Colorado River Authority Recorded: December 17, 1992 in Volume 651, Page 566, of the Official Public Records, of Bastrop County, Texas. Purpose: Electric Line Easement and Right of Way
- SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown 10.p. Recorded: January 14, 1993 in Volume 654 Purpose: Easement for Electric Distribution Line or System
- SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown 10.g. Easement To: Agua Water Supply Corporation
- Recorded: November 05, 1999 in Volume 1013, Page 455, of the Official Public Records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but cannot be
- 10.r. Easement To: Bluebonnet Electric Cooperative, Inc.. Recorded: August 02, 2002 in Volume 1249, Page 533, of the Official Public Records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.s. Easement To: Bluebonnet Electric Cooperative, Inc.. Recorded: December 19, 2007 in Volume 1800, Page 179, of the Official Public Records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but cannot be
- 10.t. Terms, conditions and stipulations contained in Agreement: Recorded: March 02, 2015 in County Clerk's File No. 201502627, Official Public Records, Bastrop County, Texas. Type: Easement Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.u. Terms, conditions and stipulations contained in Agreement: Recorded: October 18, 2022 in County Clerk's File No. 202222059, Official Public Records, Bastrop County, Texas. Type: Covenant and Restrictive Use Agreement
- SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in 10.v. Easement To: Aqua Water Supply Corporation
- Purpose: Wastewater Line Easemen <u>SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown</u>
- 10.w. Terms, Conditions, and Stipulations in Memorandum of Lease Agreement: Lessor: Charles Louis Goerner, an Individually and as Independent Executor of the Estate of Catherine Wolf Goerner in Probate #73077 Lessee: T-Mobile West Corporation, a Delaware corporation

Recorded: October 17, 2007 in Volume 1785, Page 205, of the Official Public records, of Bastrop County, Texas

- Memorandum of Assignment and Site Lease Agreement filed for record on May 01, 2008 in Volume 1831, Page 547 of the Official Public Records of Bastrop County, Texas. Memorandum of Assignment filed for record on November 13, 2012 in Volume 2188, Page 663 of the Official Public Records of Bastron County Texas SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- 10.x. Subject property abuts a non-access or a limited-access road, highway or freeway. This Company does not insure the right of ingress and egress to and from said road, highway, or freeway, and assumes no liability in connection therewith.



Z	ROOF DRAIN	\boxtimes	MAIL BOX
TV	CABLE TV BOX	0	SANITARY SEWER CLEAN OUT
0	CABLE TV HANDHOLE	(S)	SANITARY SEWER MANHOLE
(TV)	CABLE TV MANHOLE	<u>®</u>	SANITARY SEWER MARKER FLAG
$\overline{\mathbb{O}}$	CABLE TV MARKER FLAG	<u>\$</u>	SANITARY SEWER MARKER SIGN
$\overline{\mathbb{A}}$	CABLE TV MARKER SIGN	(ST)	SANITARY SEWER SEPTIC TANK
TV	CABLE TV VAULT	S	SANITARY SEWER VAULT
С	COMMUNICATIONS BOX	D	STORM SEWER BOX
©	COMMUNICATIONS HANDHOLE	#	STORM SEWER DRAIN
©	COMMUNICATIONS MANHOLE	Θ	STORM SEWER MANHOLE
Û	COMMUNICATIONS MARKER FLAG	Ь	STORM SEWER VAULT
◬	COMMUNICATIONS MARKER SIGN	1000	TRAFFIC BARRIER
С	COMMUNICATIONS VAULT	•	TRAFFIC BOLLARD
◆	ELEVATION BENCHMARK	TR	TRAFFIC BOX
F	FIBER OPTIC BOX	®	CROSS WALK SIGNAL
Đ	FIBER OPTIC HANDHOLE	(2)	TRAFFIC HANDHOLE
(F)	FIBER OPTIC MANHOLE	TR)	TRAFFIC MANHOLE
<u> (b)</u>	FIBER OPTIC MARKER FLAG	A	TRAFFIC MARKER SIGN
A	FIBER OPTIC MARKER SIGN	©	- TRAFFIC SIGNAL
	FIBER OPTIC VAULT	ĪR	TRAFFIC VAULT
Ā	MONITORING WELL	U	UNIDENTIFIED BOX
<u>©</u>	GAS HANDHOLE	0	UNIDENTIFIED HANDHOLE
<u>G</u>	GAS METER	U	UNIDENTIFIED METER
<u>(G)</u>	GAS MANHOLE	Ó	UNIDENTIFIED MANHOLE
<u>©</u>	GAS MARKER FLAG	Δ,	UNIDENTIFIED MARKER FLAG
<u> </u>	GAS SIGN	<u> </u>	UNIDENTIFIED MARKER SIGN
<u> </u>	GAS TANK	Q	UNIDENTIFIED POLE
<u>G</u>	GAS VAULT		UNIDENTIFIED TANK
<u>©</u>	GAS VALVE	<u> </u>	UNIDENTIFIED VAULT
	TELEPHONE BOX		UNIDENTIFIED VALVE
<u> </u>	TELEPHONE HANDHOLE	<u>O</u>	TREE
<u>①</u>	TELEPHONE MARKED ELAC	M	WATER BOX
$\frac{\mathbb{Z}}{\mathbb{A}}$	TELEPHONE MARKER FLAG TELEPHONE MARKER SIGN	8	FIRE DEPT. CONNECTION WATER HAND HOLE
\pm	TELEPHONE WARREN SIGN TELEPHONE VAULT	7	FIRE HYDRANT
	PIPELINE MARKER SIGN	<u> </u>	WATER METER
<u>A</u> E	ELECTRIC BOX	(W)	WATER METER WATER MANHOLE
%,¢ □□	FLOOD LIGHT	8	WATER MARKER FLAG
=	GUY ANCHOR		WATER MARKER FLAG WATER MARKER SIGN
- ∮	GUY ANCHOR POLE	W	WATER WALLT
(E)	ELECTRIC HANDHOLE		WATER VALVE
$\overline{\bullet}$	LIGHT STANDARD	_	WATER WELL
ĕ	ELECTRIC METER		5/8" IRON ROD W/ "KHA" CAP SET
(E)	ELECTRIC MANHOLE		IRON ROD WITH CAP FOUND
8	ELECTRIC MARKER FLAG		MAG NAIL SET
Ā	ELECTRIC MARKER SIGN	MNF	MAG NAIL FOUND
Ø	UTILITY POLE	IRF	IRON ROD FOUND
(T)	ELECTRIC TRANSFORMER	IPF	IRON PIPE FOUND
	ELECTRIC VAULT	ADF	ALUMINUM DISK FOUND
<u>ক্</u>	HANDICAPPED PARKING	BDF	BRASS DISK FOUND
-	SIGN		BRASS TXDOT MONUMENT FOUN
	MARQUEE/BILLBOARD	XS	"X" CUT IN CONCRETE SET
0	BORE LOCATION	XF	"X" CUT IN CONCRETE FOUND
ŏ	FLAG POLE		. POINT OF BEGINNING
(Gi)	GREASE TRAP		. POINT OF COMMENCING

LINE TYPE LE	LINE TYPE LEGEND		
	BOUNDARY LINE		
	ADJACENT PROPERTY LINE		
	EASEMENT LINE		
·	BUILDING LINE		
——— W———	WATER LINE		
ss	SANITARY SEWER LINE		
= = =	STORM SEWER LINE		
——— GAS———	UNDERGROUND GAS LINE		
OHE	OVERHEAD UTILITY LINE		
——— UGE———	UNDERGROUND ELECTRIC LINE		
——— UGT———	UNDERGROUND TELEPHONE LINE		
—— CBL ——	UNDERGROUND CABLE LINE		
-x - x - x - x -	FENCE		
	CONCRETE PAVEMENT		
11 11 11	ASPHALT PAVEMENT		
l ∥	DENIAL OF ACCESS LINE		

PARKING TABLE		
TYPE	NUMBER	
REGULAR	0 SPACES	
HANDICAPPED	0 SPACES	
TOTAL	0 SPACES	

SURVEYOR'S CERTIFICATION

To: Edgeconnex Real Estate Acquisitions, LLC First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 8, 9, 13 and 16 of Table A thereof. The field work was completed on July 5, 2024. Survey Date: July 15, 2024

Shaun Marvin Piepkorn Registered Professional Land Surveyor No. 6433 Kimley-Horn and Associates, Inc. 801 Cherry Street, Unit 11, Suite 1300 Fort Worth, Texas 76102

shaun.piepkorn@kimley-horn.com

PRELIMINARY THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ALTA/NSPS LAND TITLE SURVEY 129.508 ACRES JOSE ANTONIO NAVARRO SURVEY

ABSTRACT NO. 53 BASTROP COUNTY, TEXAS JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 18 TRAVIS COUNTY, TEXAS

Fort Worth, Texas 76102 FIRM # 10194040 www.kimley-horn.com <u>Date</u> Sheet No. <u>Drawn by</u> 1" = 200' BSG 7/15/2024 068931302

$\begin{array}{c} \textbf{Exhibit B} \\ \textbf{Application for Abatement} \end{array}$

Bastrop County Application for Tax Abatement/Reinvestment Zone

I. APPLICANT INFORMATION
Applicant/Property Owner: POR12837X, LLC
Company/Project Name: Project Tango
Mailing Address: 20 Wight Avenue, Suite 200 Hunt Valley, Maryland 21030
Telephone: 443-386-8328 Fax:
Applicant's Representative for contact regarding abatement request:
Name and Title: Todd Workman
Mailing Address: 20 Wight Avenue, Suite 200 Hunt Valley, Maryland 21030
Telephone: 443-386-8328 Fax: E-mail: todd.workman@altusgroup.com
II. PROPERTY AND PROJECT DESCRIPTION
Address and legal description of property to be considered for Tax Abatement/Reinvestment Zone:
Please see Attachment A
Project Description: A four-building data center campus Description of activities and the second and for provided at a reject leasting.
Description of activities, products, or services produced and/or provided at project location:
No current activities, as site is largely undeveloped
Current Assessed Value: Real Property: \$ 1,916,765 Personal Property: \$ 0
Estimated start date of construction/site improvements: Q4 - 2024
Projected date of occupancy/commencement of operations at project site:
Please indicate dates for phases if applicable: Please See Schedule B Attached
Location of existing company facilities: Various worldwide; none currently in Bastop County
Requested level of Tax Abatement: 75% % of eligible property for years.
Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other
information to substantiate your request. Please see Attachment C
III. PROJECTED VALUE OF IMPROVEMENTS
Estimated Value of Real Property Improvements \$ Please see Attachment B
Estimated Value of Personal Property Improvements \$ Please see Attachment B
Will any infrastructure improvements (roads, drainage, etc.) be requested of Bastrop County for this project?
Yes No Currently being evaluated in connection with site due diligence
If yes, describe requested infrastructure improvements:
Detail any direct benefits to Bastrop County as a result of this project: Please see Attachment C
Detail any direct beliefits to Dastrop County as a result of this project. Please see Attachment C

IV. EMPLOYMENT IMPACT AT PROJECT LOCATION
A. NEW EMPLOYMENT
Projected number of new jobs created as a result of the proposed improvements:
Full-time 50 Part-Time 0
Provide types of jobs created and average salary levels: Please see Attachment D
Start date and annual payroll of new permanent positions (if positions to be phased in, provide figures for
each phase year): Q1, 2027
Percentage of new jobs too be filled be Bastrop County residents: TBD %
Number of employees transferring from other company locations: None Currently Expected
B. CONSTRUCTION RELATED EMPLOYMENTS
Projected number of construction related jobs: 400-600% vergae daily jobs on site
Estimated total construction payroll: \$ Not available at this time
Commitment as to percentage of construction dollars to be spent with Bastrop County contractors or
subcontractors: TBD %
C. CURRENT COMPANY/PROJECT LOCATION EMPLOYMENT Project will be a new business entrance into the County
Current Number of Employees: Full-time None Part-time None
Average annual payroll: \$ 0
Detail on workforce diversity – percentage breakdown of current employees by gender and ethnicity:
N/A
D. COMPANY SPONSORED HEALTH CARE BENEFITS ARE AVAILABLE
Full-time Employees 🗸 Part-time Employees 📝 Employee Dependents 🗌 Not Available 🗌
Average monthly employee cost for health care benefits: Individual: \$ Family: \$
Other employee benefits provided or offered: To be subsequently Provided
V. LOCAL BUSINESS & DISADVANTAGED BUSINESS ENTERPRISES (DBE) IMPACT
Estimated amount of annual supply and services expenses: \$
Detail any supply/services expenses that are sole source:
Percentage of total supplier/services expenses committed to Bastrop County businesses: TBD %
referringe of total supplier, services expenses committed to Dastrop County businesses.

VI. ENVIRONMENTAL IMPACT OF PROJECT	
Indicate if development, construction, equipment, distribution impact the environment in the following areas, attach details: Air Quality Water Quality Solid Waste D Floodplain/Wetlands Noise levels Other Provide detail on existing and new fleet vehicles, specifying to (gasoline, diesel, LP gas, CNG, etc.):	if necessary: No expected adverse impact Disposal Storm/Water Runoff r (specify)
VII. ADDITIONAL INFORMATION (TO BE ATTACHED)	
 □ Letter addressing Economic Qualifications and addition Bastrop County Tax Abatement Policy □ Descriptive list and value of real and personal property in □ Plat/Map of Project Location □ Project Time Schedule □ Owner's policy regarding use of disadvantaged Business □ Tax Certificate showing property taxes paid for most recommendation 	mprovements Enterprises
VIII. CERTIFICATION	
VIII. CERTIFICATION Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capa	• •
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial caparal of the information contained in this application (included best of my knowledge. I further certify that I have read the agree to comply with the guidelines and criteria stated thereign	ding all attachments) to be true and correct to the 'Bastrop County Tax Abatement Policy" and in.
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capar I certify the information contained in this application (include best of my knowledge. I further certify that I have read the agree to comply with the guidelines and criteria stated therein	ding all attachments) to be true and correct to the 'Bastrop County Tax Abatement Policy" and in. Independent Advisor
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capar I certify the information contained in this application (include best of my knowledge. I further certify that I have read the "agree to comply with the guidelines and criteria stated thereion." Todd Workman Todd Workman	ding all attachments) to be true and correct to the 'Bastrop County Tax Abatement Policy" and in. Independent Advisor Title July 19, 2024
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capar I certify the information contained in this application (includes to f my knowledge. I further certify that I have read the "agree to comply with the guidelines and criteria stated thereion." Todd Workman Signature	ding all attachments) to be true and correct to the Bastrop County Tax Abatement Policy" and in. Independent Advisor Title

Return completed application and attachments to:

Bastrop County Judge 804 Pecan Street Bastrop, Texas 78602

You may also forward an electronic copy of the completed report to: gregory.klaus@co.bastrop.tx.us

Please note that if you do submit this form electronically, you must also submit an original hard copy of the report to the above stated physical address for proper filing and review.

For assistance call: (512) 332-7201

^{*} As per Section IV (f) of the Bastrop County Tax Abatement Policy Guidelines and Criteria, this application must be filed prior to commencement of construction or installation of improvements in order to be eligible for County tax abatement.

Attachment A - Legal Description of Property

TRACT 1:

BEING A 61.484 ACRE TRACT OF LAND (OR 2,678,248 SQUARE FEET) OUT OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 53, BASTROP COUNTY, TEXAS, AND THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 18, TRAVIS COUNTY, TEXAS; SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED TO ATLANTIC URBANA WOLF CREEK, LLC, BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 202203773 (HEREIN REFERRED TO AS "AUWC1"), OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS (OPRBCT); SAME ALSO BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED TO ATLANTIC URBANA WOLF CREEK, LLC, BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2022035575 (HEREIN REFERRED TO AS "AUWC2"), OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (OPRTCT); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" IRON ROD WITH A YELLOW CAP FOUND FOR THE NORTHWEST CORNER OF AFORESAID AUWC1/AUWC2 TRACTS, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 2020253270 (OPRTCT), SAME ALSO BEING SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 202022389 (OPRBCT), AND ALSO THE EAST RIGHT-OF-WAY LINE OF WOLF LANE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 78°20'09" EAST, DEPARTING AFORESAID WOLF LANE AND WITH THE COMMON LINE OF SAID AUWC1/AUWC2 TRACTS AND LUIS A. ALVAREZ TRACTS FOR A DISTANCE OF 683.42 FEET TO A ½" IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND FOR THE SOUTHEAST CORNER OF SAID LUIS A. ALVAREZ TRACTS, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 2020253278 (OPRTCT), SAME ALSO BEING SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 202022387 (OPRBCT;

THENCE DEPARTING SAID <u>2020253270</u> AND <u>202022389</u> TRACTS AND WITH THE COMMON LINE OF SAID AUWC1/AUWC2 TRACTS AND SAID <u>2020253278</u> AND <u>202022387</u> TRACTS, THE FOLLOWING COURSES:

SOUTH 78°18'08" EAST FOR A DISTANCE OF 395.64 FEET TO A $1\!\!/\!_2$ " IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND;

SOUTH 52°55'55" EAST FOR A DISTANCE OF 270.88 FEET TO A $\frac{1}{2}$ " IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND;

SOUTH 67°14'16" EAST FOR A DISTANCE OF 471.77 FEET TO A 1/2" IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND FOR THE NORTHEAST CORNER OF SAID AUWC1/AUWC2 TRACTS, SAME BEING THE SOUTHEAST CORNER OF SAID 2020253278 AND 202022387 TRACTS, SAME ALSO BEING THE WEST LINE OF A TRACT OF LAND DESCRIBED TO 6682 FM 535 ASSOCIATES, LLC, BY DEED RECORDED IN DOCUMENT NO. 202016475 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS (DRBCT);

THENCE SOUTH 27°33'39" WEST, DEPARTING SAID 2020253278 AND 202022387 TRACTS AND WITH SAID AUWC1/AUWC2 TRACTS AND SAID 6682 FM 535 ASSOCIATES, LLC TRACT FOR A DISTANCE OF 1547.54 FEET TO A ½" IRON ROD SET WITH AN ORANGE CAP STAMPED "US PLUS SURVEY" THEREOF;

THENCE DEPARTING SAID AUWC1/AUWC2 TRACTS AND SAID 6682 FM 535 ASSOCIATES, LLC TRACT AND ACROSS SAID AUWC1/AUWC2 TRACTS, THE FOLLOWING COURSES:

NORTH 62°50'13" WEST FOR A DISTANCE OF 1541.77 FEET TO A ½" IRON ROD SET WITH AN ORANGE CAP STAMPED "US PLUS SURVEY";

SOUTH 43°16'03" WEST FOR A DISTANCE OF 809.66 FEET TO A ½" IRON ROD SET WITH AN ORANGE CAP STAMPED "US PLUS SURVEY" IN THE WEST LINE OF SAID AUWC1/AUWC2 TRACTS, SAME BEING THE EAST RIGHT-OF-WAY OF SAID WOLF LANE;

THENCE NORTH 27°09'47" EAST, WITH THE COMMON LINE OF SAID AUWC1/AUWC2 TRACTS AND AFORESAID WOLF LANE RIGHT-OF-WAY FOR A DISTANCE OF 2047.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,678,248 SQUARE FEET OR 61.484 ACRES OF LAND, MORE OR LESS.

TRACT 2:

APPROXIMATELY 62.82 ACRES OUT OF 129.485 ACRE TRACT OF LAND IN BASTROP AND TRAVIS COUNTIES, TEXAS, OUT OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 53 AND OUT OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 18 AND BEING THE REMAINDER OF THE CALLED 153.937 ACRE TRACT CONVEYED TO SILVERMINE PARTNERS, LLC PER DEEDS RECORDED AS DOCUMENT NO. 2015143078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) AND AS DOCUMENT NO. 201511527 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.T.); SAID 129.485 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A TXDOT TYPE II MONUMENT FOUND AT THE SOUTHWEST CORNER OF SAID CALLED 153.937 ACRE TRACT, SAID POINT BEING AT THE NORTHEAST CORNER OF THE INTERSECTION OF WOLF LANE (RIGHT-OF-WAY WIDTH VARIES) AND OF FM 535 (RIGHT-OF-WAY WIDTH VARIES) FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, ALONG THE COMMON LINE OF SAID CALLED 153.937 ACRE TRACT AND OF THE EASTERLY RIGHT-OF-WAY LINE OF WOLF LANE, N27°09'47"E, A DISTANCE OF 2,986.93 FEET TO A ½-INCH IRON ROD WITH ILLEGIBLE CAP FOUND AT THE SOUTHWEST CORNER OF THE CALLED 10.01 ACRE TRACT CONVEYED TO LUIS A. ALVAREZ AND ROCIO GARCIA PER DEEDS RECORDED AS DOCUMENT NO. 2020253270, O.P.R.T.C.T. AND AS DOCUMENT NO. 202022389, O.P.R.B.C.T.;

THENCE, ALONG THE SOUTHERLY LINE OF SAID CALLED 10.01 ACRE TRACT, S78°20'09"E, A DISTANCE OF 683.42 FEET TO A ½-INCH IRON ROD WITH "4160" CAP FOUND AT THE SOUTHERLY COMMON CORNER OF SAID CALLED 10.01 ACRE TRACT AND OF THE CALLED 14.44 ACRE TRACT CONVEYED TO LUIS A. ALVAREZ AND ROCIO GARCIA PER DEEDS RECORDED AS DOCUMENT NO. 2020253278, O.P.R.T.C.T. AND AS DOCUMENT NO. 202022387, O.P.R.B.C.T.;

THENCE, ALONG THE SOUTHERLY LINE OF SAID CALLED 14.44 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. S78°18'08"E, A DISTANCE OF 395.64 FEET TO A FOUND 1/2-INCH IRON ROD WITH "4160" CAP;
- 2. S52°55'55"E, A DISTANCE OF 270.88 FEET TO A FOUND ½-INCH IRON ROD WITH "4160" CAP;
- 3. S67°14'16"E, A DISTANCE OF 471.77 FEET TO A ½-INCH IRON ROD WITH "4160" CAP FOUND ON THE WESTERLY LINE OF THE CALLED 189.167 ACRE TRACT CONVEYED TO 6682 FM 535 ASSOCIATES, LLC. PER DEED RECORDED AS DOCUMENT NO. 202016475, O.P.R.B.C.T.;

THENCE, ALONG THE COMMON LINE OF SAID CALLED 153.937 ACRE TRACT AND OF SAID CALLED 189.167 ACRE TRACT, S27°33'39"W, A DISTANCE OF 2,657.58 FEET TO A ½-INCH IRON ROD WITH NO CAP FOUND ON THE NORTHERLY LINE OF THE TRACT CONVEYED TO LCRA TRANSMISSION SERVICES CORPORATION PER DEED RECORDED AS DOCUMENT NO. 200116902, O.P.R.B.C.T.;

THENCE, ALONG THE COMMON LINE OF SAID LCRA TRANSMISSION SERVICES CORPORATION TRACT AND OF SAID CALLED 153.937 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. N59°15'03"W, A DISTANCE OF 50.77 FEET TO A ½-INCH IRON ROD WITH NO CAP FOUND AT THE NORTHWEST CORNER OF SAID LCRA TRANSMISSION SERVICES CORPORATION TRACT;
- 2. S26°45'20"W, A DISTANCE OF 450.75 FEET TO A TXDOT TYPE II MONUMENT FOUND ON THE NORTHERLY RIGHT-OF-WAY LINE OF FM 535;

THENCE, ALONG THE COMMON LINE OF THE NORTHERLY RIGHT-OF-WAY LINE OF FM 535 AND OF THE SOUTHERLY LINE OF SAID CALLED 153.937 ACRE TRACT THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

- 1. S89°28'05"W, A DISTANCE OF 267.12 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 2. S89°59'17"W, A DISTANCE OF 142.67 FEET TO A FOUND TXDOT TYPE II MONUMENT, SAID POINT BEING AT THE BEGINNING OF A 1,911.09 FOOT RADIUS CURVE TO THE RIGHT;

- 3. ALONG THE ARC OF SAID 1,911.09 FOOT RADIUS CURVE A DISTANCE OF 200.30 FEET THROUGH A CENTRAL ANGLE OF 06°00'19", AND A CHORD BEARING N74°35'28"W AND DISTANCE OF 200.21 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 4. N62°15'16"W, A DISTANCE OF 138.98 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 5. N62°17'37"W, A DISTANCE OF 271.02 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 6. N61°50'04"W, A DISTANCE OF 196.92 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 7. N63°05'01"W, A DISTANCE OF 16.47 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 8. N60°53'36"W, A DISTANCE OF 94.57 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 9. N61°52'09"W, A DISTANCE OF 239.73 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 10. N61°34'12"W, A DISTANCE OF 36.48 FEET TO A FOUND TXDOT TYPE II MONUMENT, SAID POINT BEING AT THE BEGINNING OF A 1,583.00 FOOT RADIUS CURVE TO THE RIGHT;
- 11. ALONG THE ARC OF SAID 1,583.00 FOOT RADIUS CURVE A DISTANCE OF 167.13 FEET THROUGH A CENTRAL ANGLE OF 06°02'57", AND A CHORD BEARING N43°34'55"W AND DISTANCE OF 167.05 FEET TO THE POINT OF BEGINNING, AND CONTAINING 129.485 ACRES OF LAND, MORE OR LESS.

NOTE: LEGAL DESCRIPTION IS NOT TO BE USED FOR DOCUMENT PREPARATION AND/OR CLOSING PURPOSES, SEE SURVEY REQUIREMENTS ON SCHEDULE "C" HEREIN.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Attachment B

Project Phases and Estimated Values				
	Building	Estimated Value of Real Estate		
	Size	Improvements -		Full
	(Square	Fully Built Out	Initial Occupancy	Occupancy
Phase	Feet)	(Note 1)	(Note 2)	(Note2)
Building 1	400,000	\$ 200,000,000	Q1-2027	Q1-2028
Building 2	800,000	\$ 400,000,000	Q2-2028	Q2-2029
Building 3	800,000	\$400,000,000	Q3-2029	Q2-2030
Building 4	800,000	\$400,000,000	Q2-2030	Q1-2031
Above values are best estimates available at this time and are subject to analysis and discussion with the Bastrop County Appraisal District. Values herein are expressed as real estate values. There may be some classification of these values as personal property, but that will need to be subject to discussion and analysis with the Bastrop County				
Note 2 Time lines are best estimates at this time and are conservatively depicted. Time lines are subject to change based on continued site due diligence, power availability and customer requirements				

Attachment C

Why an Abatement is Necessary for the Success of the Project

Obtaining a property tax abatement is critical to the financial feasibility of the project. The decision on whether to proceed with the data center campus at the site is the subject of a financial feasibility study and comparison to other sites where the same capital could be deployed for the same purpose. The Company is also competing to bring a customer to the project site. The incentives associated with the inducement resolution being sought are important to the competitiveness of the site with other locations under consideration by both the Company and its potential customers. Should the customer select an alternative site, the project would not move forward. Without an incentive Project financial viability will be significantly and negatively impacted.

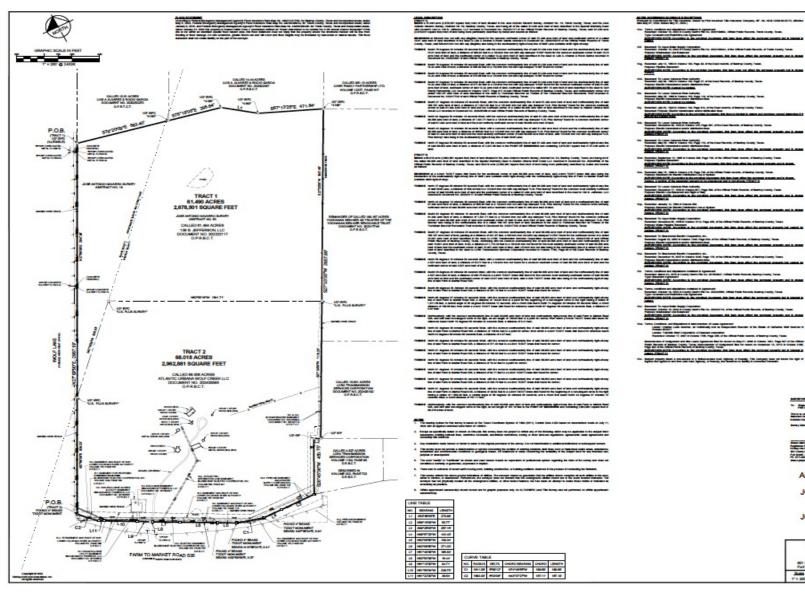
Project Benefits to Bastrop County

- ☐ Creation of 60+ new quality trades and engineering jobs and over \$6+ million in wages and benefits
- ☐ 400-600+ daily onsite construction jobs during the development period
- ☐ Substantial incremental revenue with minimal burden on schools, roads and protective services relative to incremental taxes generated
 - Real estate tax values that are substantially higher than other types of development of similar size
 - Substantial follow-on customer investment in equipment
 - Substantial permitting fees
- ☐ Potential catalyst for future economic development

Attachment D Estimated Job Creation

	Estimated Job			
Position	Count	Estimated Pay	E	xtended Payroll
Chief Engineer	4	\$ 150,000	\$	600,000
Mechanical Engineer	11	\$ 130,000	\$	1,430,000
Electrical Engineer	7	\$ 130,000	\$	910,000
Technical Admin	4	\$ 60,000	\$	240,000
Weekend Facility Tech	10	\$ 90,000	\$	900,000
On-Call Tech	4	\$ 90,000	\$	360,000
Night Shift Response Tech	4	\$ 90,000	\$	360,000
Shift Manager	2	\$ 110,000	\$	220,000
	46		\$	5,020,000
Additional Posiitions				
Security (Customer Provided)	20	\$ 40,000	\$	800,000
Customer Technical Jobs	TBD	TBD		TBD
	60+			\$5,800,000+

Note that amounts herein are not inclusive of, conservatively, 400-600 daily on-site and long-term construction jobs



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Name and Address Address and A

PRELIMINARY

ALTA/NSPS LAND TITLE SURVEY 129.508 ACRES JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 53 BASTROP COUNTY, TEXAS JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 18 TRAVIS COUNTY, TEXAS



Exhibit C TxDOT's Plans

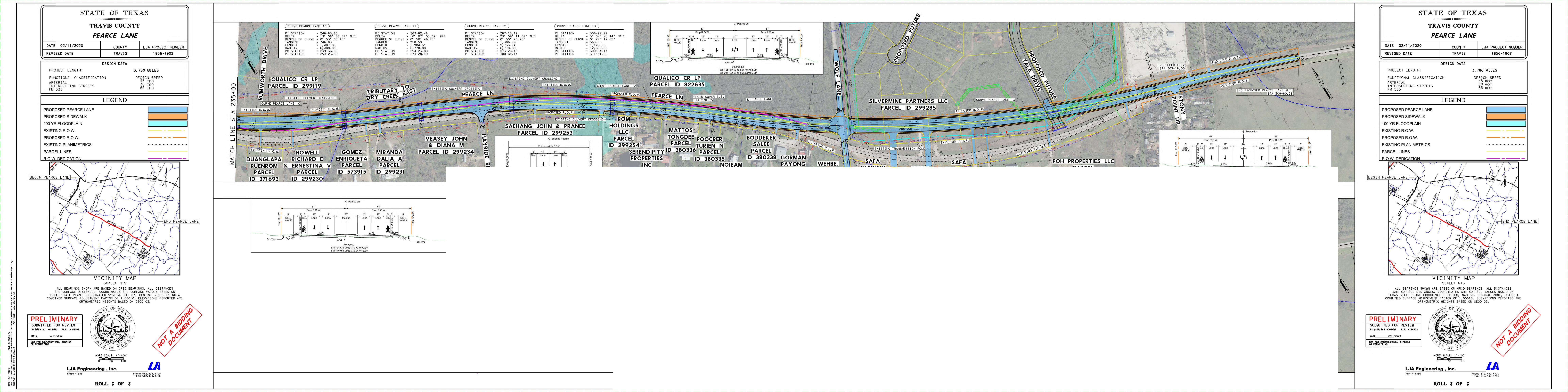


EXHIBIT D

Tax Abatement Agreement (Building 3)

295716094.3 D-1

TAX ABATEMENT AGREEMENT BETWEEN BASTROP COUNTY, TEXAS AND DFW33220N, LLC

This Tax Abatement Agreement (this "Agreement") is entered into by and between Bastrop County, Texas (the "County") duly acting herein by and through its County Judge, and DFW33220N, LLC, including an Affiliate or Subsidiary thereof (together with its successors and assigns, "Owner") effective as of December 9, 2024, and is as follows:

Recitals:

- A. This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act (the "Act"), Texas Tax Code, Chapter 312, as amended; by a resolution adopted by the Commissioners Court of Bastrop County (the "Commissioners Court") on July 22, 2024. The Commissioners Court has previously (i) adopted a resolution stating that the County elects to be eligible to participate in tax abatements, and (ii) adopted the Bastrop County Tax Abatement Policy (Guidelines and Procedures) adopted by the County on July 22, 2024 which are currently in effect (the "Guidelines"); and
- B. The Commissioners Court adopted an order on July 26, 2024 (the "Order", attached hereto as Exhibit A) designating the "Bastrop County, Texas Precinct 1 Reinvestment Zone No 1." for commercial-industrial tax abatement (the "Reinvestment Zone"); the Reinvestment Zone is described in the Order (and the exhibits attached thereto); and
- C. Owner proposes certain improvements generally described as a data center campus (the "Project"), as more fully described in the Owner's application for abatement which is attached to this Agreement as Exhibit B (the "Application"), that will be located on land within the Reinvestment Zone. The Owner proposes to construct the Project in multiple phases, as described in Attachment B to the Application. The improvements described in the Application that are the subject of this Agreement are limited to the improvements pertaining to "Phase 3" or "Building 3" as described in Attachment B to the Application ("Building 3"). The Building 3 Improvements (hereinafter defined) and the Building 3 Facilities (hereinafter defined) will be captured in a separate taxing parcel in the records of the Tax Assessor/Collector for the County for purposes of this Agreement; and
- D. The Commissioners Court, after conducting a hearing and having heard evidence and testimony, has concluded, based on the evidence and testimony presented to it, that the Building 3 Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Agreement and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines, or to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with the Act, that this Agreement should be entered into notwithstanding any such inconsistency; and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County; and
- E. Proper notice of the County's intent to enter into this Agreement has been provided to the presiding officers of each of the other taxing units levying taxes in the Reinvestment Zone not less than seven (7) days prior to the date on which this Agreement was approved by the Commissioners Court; and

F. This Agreement was adopted at a regularly scheduled meeting of the Commissioners Court which was preceded by thirty day written notice which was properly posted in accordance with the Open Meetings Act and at which a quorum of the Commissioners Court was present; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

- Section 1.01. "Affiliate" or "Affiliate of Owner" shall mean a person who controls, is controlled by, or under common control with another person, where a person shall be deemed to control another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person through an ownership interest or pursuant to a binding agreement; and "Subsidiary" or "Subsidiary of Owner" shall have the meaning assigned to it in the Texas Business Organizations Code.
- Section 1.02. "Background Information" shall include, without limitation, in the case of a proposed assignee or partial assignee and any specific Affiliate or Affiliates of a proposed assignee or partial assignee identified by the County and reasonably pertinent to the County's consent under Article 7 hereof:
 - (1) its legal name or identity;
 - (2) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office; and
 - (3) the state in which it was chartered and its registered office and agent in that state, the name and address of its registered agent and office in the State of Texas, and the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code).
- Section 1.03. "Base Value" shall mean, for purposes of the abatement on the Building 3 Facilities, the assessed value, as of January 1, 2024, which is \$365,669.25. Such value shall be determined by the Chief Appraiser of the Bastrop Central Appraisal District (the "Appraisal District").
- Section 1.04. "Building 3 Facilities" shall mean the Building 3 Improvements and all other tangible property or fixtures, more fully described in the Owner's Application, as used by Owner in connection with its data center campus operations in the Reinvestment Zone and shall include any property added to the Building 3 Improvements because of repairs, retrofitting, or additional improvements during the term of this Agreement. Notwithstanding the foregoing sentence, Building 3 Facilities shall include only the following property: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement or tangible personal property as provided in Chapter 1 of the Texas Tax Code, and (iv) it must be constructed or placed

in the Reinvestment Zone after the date this Agreement is approved by the Commissioners Court.

- Section 1.05. "Building 3 Improvements" shall mean improvements, fixtures, and equipment, which are more particularly described in the Application, identifying the improvements that are to be installed within the Reinvestment Zone. Notwithstanding the foregoing sentence, improvements shall include only the following property: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to the Act, (iii) it must meet the definition of an improvement or tangible personal property as provided in Chapter 1 of the Texas Tax Code, and (iv) it must be constructed or placed in the Reinvestment Zone after the date this Agreement is approved by the Commissioners Court.
- Section 1.06. "Certified Appraised Value" shall mean the final appraised value of property that is subject to property taxation under the Texas Tax Code, as determined and certified by the Appraisal District after the exhaustion of remedies under Texas Tax Code Title 1, Subtitle F, for each taxable year during the Abatement Period.
- Section 1.07 "Initial Appraised Value" shall mean the appraised value of taxable property as determine by the Appraisal District that is subject to property taxation under the Texas Tax Code prior to the exercise of any remedies under Texas Tax Code Title 1, Subtitle F, for each taxable year during the Abatement Period.
- Section 1.08. "Substantial completion," including derivatives of this term, shall mean minimum completion to achieve Project Purpose, with specificity.
- Section 1.09. "Taxes" shall mean ad valorum property taxes, including Maintenance & Operations ("M&O"), Interest and Sinking Funds ("I&S"), and Lateral Road, Farm-to-Market, Road and Bridge, or other special County tax authorized by the Texas Constitution and in effect, either currently-existing or later-imposed, for any year during the Abatement Period with respect to the Building 3 Improvements and Building 3 Facilities.

ARTICLE 2. BUILDING 3 IMPROVEMENTS

- Section 2.01. <u>Building 3 Improvements in Reinvestment Zone.</u> Owner anticipates that it will construct the Building 3 Improvements within the Reinvestment Zone. Owner acknowledges that the abatement granted herein is conditioned upon completion of construction of the Building 3 Improvements within the Reinvestment Zone as provided in Section 3.04 herein.
- Section 2.02. Timing of Building 3 Improvements. Owner projects that construction of the Building 3 Improvements will begin by December 31, 2029 (the "Construction Commencement Date"), and will be substantially completed by December 31, 2032. If Owner has not commenced construction of the Building 3 Improvements by the Construction Commencement Date, or has not substantially completed construction of the Building 3 Improvements by December 31, 2032, then Owner may, in writing, request a one-time, one-year extension of such previous deadline (or such later deadline resulting from Owner's exercise of a force majeure extension as described in Section 9.07 of this Agreement) in the event of power availability limitations, permitting delays, equipment shortages, construction delays or other events or circumstances impacting construction that are beyond Owner's reasonable control. The County shall not

unreasonably withhold, condition, or delay its consent to any such extension. In the event that Owner has not substantially completed construction of the Building 3 Improvements by the later of December 31, 2032 or as extended pursuant to the provisions above, this Agreement shall terminate.

Section 2.03. Plans and Specifications, Governmental Requirements, and Workmanship. All Building 3 Improvements shall be constructed and installed substantially in accordance with plans and specifications (as the same may be amended, modified or changed by change orders from time to time, the "Plans and Specifications") prepared by an engineer or architect licensed within one of the states of the United States of America and in accordance with all regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. Owner shall take such steps as are reasonably necessary to see that all work on the Building 3 Improvements is completed in a good and workmanlike manner.

ARTICLE 3. TAX ABATEMENT

- Section 3.01. <u>Tax Abatement Granted</u>. Subject to the terms and conditions of this Agreement, the County agrees to abate 75% of the annual taxes imposed by the County and assessed by the Appraisal District on the increase in the assessed value (above the Base Value) of the Building 3 Facilities located in the Reinvestment Zone for each year during the Abatement Period, as provided by this Agreement.
- Section 3.02. Abatement Period; Commencement Date; Term of Agreement. The period in which taxes are abated (the "Abatement Period") shall begin on the Commencement Date, which shall be the later of: (a) January 1st of the first calendar year after the commencement of commercial operations (the "Commercial Operations Deadline" or "COD") of the Building 3 Facilities, as the term COD is customarily used in the Project industry; or (b) January 1st of the calendar year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner (the "Commencement Date"). The Abatement Period will terminate on December 31st of the tenth (10th) year following the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any covenants, obligations, or payments owing to the other as of the date the Agreement is terminated. As used in this Section 3.02, "Notice of Abatement Commencement" means a notice that Owner may, in its sole discretion, deliver to the County stating Owner's desire to commence the Abatement Period. If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the abatement period to begin on January 1, 202_..." and the date stated in the Notice of Abatement Commencement shall be the Commencement Date. Owner shall deliver the Notice of Abatement Commencement not later than the December 31st that immediately precedes the January 1st Commencement Date. Regardless of whether or not Owner delivers a Notice of Abatement Commencement, Owner shall provide certification of the COD in writing both to the County and to the Appraisal District within sixty (60) days of the COD. As required by Chapter 312 of the Texas Tax Code, in no event shall the Abatement Period exceed a period of ten (10) Tax Years.
- Section 3.03. Payments of Taxes. Owner agrees to pay all ad valorem taxes due with respect to any property owned by Owner (including any Affiliate or Subsidiary of Owner) located in the County that is not subject to tax abatement under this Agreement.

- Section 3.04. <u>Conditions to Tax Abatement</u>. The tax abatement granted by this Agreement is expressly conditioned upon the following conditions which must be satisfied throughout the entire term of this Agreement and with which Owner agrees to comply with at all times, subject, however, to the notice and cure rights of Owner set forth in Article 6 hereof:
 - (1) Ownership of the Property. The Owner acquires and owns the real property that is located within the Reinvestment Zone.
 - (2) <u>Construction of the Building 3 Improvements</u>. Owner's timely construction of the Building 3 Improvements in accordance with this Agreement.
 - (3) <u>Operations</u>. Owner's operation of the Building 3 Facilities as a data center campus.
 - (4) <u>Compliance with this Agreement</u>. Owner's compliance with all material covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.
 - (5) <u>Accuracy of Representations</u>. The accuracy and truthfulness in all material respects of the representations by Owner contained in this Agreement as of the date this Agreement is executed and throughout the term of this Agreement.
 - (6) Payment of Taxes. The payment by Owner (including any Affiliate or Subsidiary of Owner), prior to delinquency, of all taxes imposed by the County, any other taxing unit within the County based on the value of, or levied against, the Building 3 Facilities or the Building 3 Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law, and pays the tax, as finally determined, prior to delinquency as required by applicable law.
 - (7) Continued Operations following Abatement. Owner agrees to continue routine commercial operation of the Building 3 Facilities, including all outages for repair, maintenance and refurbishment, for a period of fifteen (15) years after the end of the Abatement Period. In addition to any other remedies available to the County pursuant to this Agreement or applicable law, upon any breach of this covenant as determined by a final judgment by a court of competent jurisdiction, the County shall be entitled to the remedies specified in Section 6.04 hereof.
 - (8) Annual Certification. Beginning in the year immediately following the Commencement Date and continuing each year thereafter during the Abatement Period, Owner agrees to annually submit a certified, sworn statement acceptable to the Bastrop County Auditor and signed by an authorized officer or employee of Owner that it is in full compliance with its obligations under this Agreement or, if not in full compliance, a statement disclosing the nature of any non-compliance and any reasons therefor.
 - (9) <u>Dedication of Land for Public Improvements</u>. Owner hereby acknowledges that the grant of economic incentives described herein is conditioned on the Owner's

agreement, subject to the terms and limitations provided below, to work with the County and/or the Texas Department of Transportation ("TxDOT") and to cooperate in good faith with their efforts to perform such improvements, including Owner's agreement to dedicate, convey, or otherwise transfer to a transferee designated by the County or TxDOT, sufficient land along the portion of the property adjacent to Pearce Lane (the "Highway") to facilitate the planned expansion of the Highway in accordance with TxDOT's existing plans as of the effective date of this Agreement (the "Plans", dated February 11, 2020, attached hereto as Exhibit C). The foregoing agreement of Owner is subject to and conditioned upon: (a) the improvements being carried out as depicted in the Plans, and (b) reserving the Owner's rights pursuant to all applicable laws and regulations with respect to any impact such improvements or such dedication or conveyance may have on Owner's rights or property, including Owner's right to fair market compensation. The land to be dedicated or conveyed (the "Dedicated Land") shall: (i) conform to the specifications outlined in the Plans, including but not limited to width, alignment, and grading requirements; (ii) be free and clear of all liens, encumbrances, and other restrictions that may impede the use of the Dedicated Land for public purposes, except to the extent such liens, encumbrances and other restrictions exist in the public records as of the date of this Agreement; and (iii) be conveyed to TxDOT or another entity as directed by TxDOT within ninety (90) days of receiving written notice from the County or TxDOT. Owner agrees to coordinate with TxDOT and the County to ensure the proper legal description, platting, and any other documentation necessary to complete the dedication or conveyance of the Dedicated Land. The provisions of this Section 3.04, including Owner's obligations hereunder, shall be deemed to have expired and shall be of no further force and effect after the date that is five (5) years after the effective date of this Agreement.

ARTICLE 4. COVENANTS APPLICABLE TO CONSTRUCTION AND OPERATIONS AFTER CONSTRUCTION

- Inspections. The County shall have the right to inspect the Building 3 Improvements Section 4.01. and the Building 3 Facilities. The County agrees to provide Owner with at least two (2) weeks advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted at a mutually agreed time and date and in a manner that will not unreasonably interfere with the construction of the Building 3 Improvements or the operation of the Building 3 Facilities. In the event of such inspection, County may be restricted from access to areas physically occupied by the customer/tenant of the data center building, unless County has obtained the express written consent from the customer/tenant prior to the date of such inspection. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents, or employees of the County or the Appraisal District. Nothing herein shall be construed to limit or diminish the authority of the County or the Appraisal District to conduct inspections or obtain information under applicable law.
- Section 4.02. <u>Determination of Value</u>. The parties recognize that to the extent required by applicable law, the Chief Appraiser of the Appraisal District shall annually assess the

Certified Appraised Value of all real and personal property making up the Building 3 Facilities without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement, and the Chief Appraiser shall then record both values in the appraisal records. The Certified Appraised Value of the Building 3 Facilities without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Appraisal District with such information as is required by applicable law (including a rendition filed under Chapter 22 of the Texas Tax Code and an application for exemption filed under Section 11.28 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 4.03 hereinbelow. A change in the legal description of the property that is the subject of this Agreement (whether by voluntary dedication, eminent domain, or similar action) will not impact the abatement on the rest of the property that is the subject of this Agreement.

Section 4.03. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Building 3 Facilities in accordance with applicable law. However, the Owner shall be bound by any representations of amounts to be invested subject to abatement in the Application, or contained within this Agreement.

ARTICLE 5. REPRESENTATIONS

- Section 5.01. By the County. The County hereby warrants and represents that this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County.
- Section 5.02. By Owner. Owner hereby warrants and represents to the County:
 - (1) That Owner is a limited liability corporation in good standing under the laws of its state of organization and authorized to do business in the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas;
 - (2) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units within the County;
 - (3) That the officer of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized to perform all covenants undertaken by Owner pursuant to this Agreement;
 - (4) That there is no operating agreement, certificate of formation provision, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein;

- (5) That none of the tangible personal property that is intended to be a part of the Building 3 Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the effective date of this Agreement; and
- (6) That this Agreement contains each term as agreed to by Owner.

ARTICLE 6. DEFAULT & REMEDIES

- Section 6.01. <u>Default In Constructing Building 3 Improvements; Cross-Default in Constructing Building 1 Improvements and Building 2 Improvements.</u>
 - (1) If Owner fails to complete the Building 3 Improvements in the manner, and within the time period stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 6.03 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the construction of the Building 3 Improvements the County may terminate or cancel this Agreement and Owner shall pay to the County all tax revenues (including penalties, interest, attorney's fees and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Building 3 Improvements that are constructed.
 - (2) If Owner fails to commence construction of the Building 1 Improvements and the Building 2 Improvements by their respective Construction Commencement Date (each as defined in their respective tax abatement agreement and as described in Attachment B to the Application), or fails to complete the Building 1 Improvements and the Building 2 Improvements in the manner, and within the time period stated in their respective tax abatement agreement, and Owner's failure to comply with those provisions of the respective tax abatement agreement are not cured according to the terms of the respective tax abatement agreement, Owner shall be in default under the terms of this Agreement. The sequence of building construction could vary from that which is reflected on the Application for Abatement. Buildings 1, 2 and 3 will be deemed to be such for purposes of this Article, based on the actual order in which buildings are constructed.
- Section 6.02. <u>Default In Operations, Payments or Performance of Other Covenants</u>. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement:
 - (1) Owner fails to timely pay any amounts owing to County pursuant to this Agreement, including taxes owed to the County or any other taxing unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such taxes; or
 - (2) Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement; or
 - (3) Any representation made by Owner in Section 5.02 of this Agreement is materially untrue or, with the passage of time, becomes materially untrue; or

- (4) Owner fails to maintain continued operations in accordance with Section 3.04(7).
- Section 6.03. <u>Notice, Right to Cure</u>. Upon the occurrence of an event of default (including default under Sections 6.01 or 6.02 above), the County shall give the Owner written notice specifying the default.
 - (1) <u>Monetary Defaults</u>. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.
 - (2) <u>Non-Monetary Defaults</u>. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within ninety (90) days of the date of the notice of default by the County. This cure period shall be extended such additional time period as the documentation demonstrates is reasonably necessary to cure the default provided that Owner has commenced the cure and is diligently proceeding with such cure.
- Section 6.04. Remedies. If an event of default is not cured in accordance with Section 6.03 above, then the County may terminate this Agreement. If there is a default (other than a default pursuant to Section 6.01 above) that is not cured by Owner within the time permitted by Section 6.03, Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs and any subsequent calendar year on which the default remains uncured for any period. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred. Regardless of any other term of this Agreement, in the event that Owner fails to comply with this Agreement, the County may cancel or modify the Agreement, as allowed by the Act.
- Section 6.05. Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that Owner may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in the Building 3 Improvements and Building 3 Facilities, and Owner's lease and easement agreements related to the land on which the Building 3 Improvements and Building 3 Facilities are located ("Leases"), to any lender or to any trustee or beneficiary under a deed of trust or to any master or special servicer (a "Mortgagee") for the purpose of financing operations of the Building 3 Facilities, constructing the Building 3 Improvements or acquiring additional equipment for the Building 3 Facilities following any initial phase of construction (a "Financing"). Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide Owner hereunder so long as County has been provided notice of the identity and address of such Mortgagee, and such Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as Owner. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

The County shall, within ten (10) business days after receipt of a written request from Owner, execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by Owner (including a Mortgagee or prospective purchaser, assignee or investor). Without limitation, such estoppel certificate may include a certification as to the status of this Agreement, the existence of any defaults and the amount of any payments or other amounts due from Owner hereunder.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION Section 6.06. CONTAINED HEREIN, TERMINATION 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 THIS AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED HEREIN, ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE **FAILS** OWNER TO MAKE THE SPECIFIED BUILDING 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 SECTION ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, 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.

ARTICLE 7. ASSIGNMENT

- Section 7.01. Assignment. So long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 7.02 hereinbelow, and subject to the restrictions set forth in Section 7.04, Owner may, with the consent of the County, assign, in whole or in part, any of its rights or obligations under the terms of this Agreement or in the Building 3 Improvements, Leases or the Building 3 Facilities. Consent of the County may only be withheld under those circumstances described in Section 7.03 below. After an assignment that is completed in accordance with the requirements of this Agreement, Owner shall have no further rights, duties, or obligations under this Agreement to the extent such rights, duties, and obligations have been assumed by the assignee. Notwithstanding the foregoing, (i) an assignment of this Agreement pursuant to Section 6.06, including in connection with the foreclosure of the lien of any Mortgagee securing any Financing or conveyance in lieu thereof, shall not require the consent of the County; and (ii) an assignment of this Agreement in whole or part by Owner to an Affiliate of Owner in connection with the transfer by Owner of Building 3 Improvements or Building 3 Facilities to such Affiliate shall not require the consent of the County, provided that Owner shall provide written notice of such assignment to the County, and Owner and such Affiliate shall comply with Section 7.04(1) hereof.
- Section 7.02. <u>Information on Assignee to be Provided to County; Timing of Consent.</u> In the event Owner proposes to assign all or any portion of its interest in the Building 3 Facilities in a transaction that requires the County's consent, Owner agrees to provide the County the Background Information (as defined in Section 1.02) on the proposed assignee.
- Section 7.03. <u>County May Withhold Consent</u>. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the

Agreement and pay the tax assessments from the County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein; (ii) the proposed assignee has a record of violations or defaults with respect to its operations of storage projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement; or (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 7.04 below. If the County reasonably requests additional information, the County, the Owner, and the prospective assignee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise Owner in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 1.02. If the County withholds consent, it shall provide the reasons it is doing so in the written decision. If Owner disagrees with the County's denial of consent, within thirty (30) days following Owner's written request the Parties shall submit the consent issue to binding arbitration by an arbitrator acceptable to both parties. If the parties cannot agree on an arbitrator, the American Arbitration Association ("AAA") shall appoint an arbitrator and preside over the arbitration pursuant to AAA's commercial arbitration rules then in effect. Unless otherwise agreed in writing by the parties, the venue for such arbitration shall be at a location within the County.

- Section 7.04. <u>Conditions to Assignment</u>. Owner's assignment shall also be conditioned on the following:
 - (1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement; and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement;
 - (2) Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;
 - (3) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

ARTICLE 8. NOTICES

Section 8.01. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Bastrop County, Texas Attn: County Judge Bastrop County Courthouse 804 Pecan Street Bastrop, Texas 78602

If to the Owner:

DFW33220N, LLC

Attn: Brian Alperstein, General Counsel Address: 2201 Cooperative Way, #400 City, State ZIP: Herndon, Virginia 20171

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

ARTICLE 9. GENERAL PROVISIONS

- Section 9.01. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in a court of competent jurisdiction in Bastrop County, Texas, or in a United States District Court of Texas having Bastrop County within its original jurisdiction. Venue may not be assigned or transferred elsewhere.
- Section 9.02. <u>Waiver</u>. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.
- Section 9.03. Entire Agreement, Interpretation. This Agreement, including the Exhibits attached hereto and incorporated herein by reference, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.
- Section 9.04. Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

- Section 9.05. 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 the Company from the County 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 rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time 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. 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.
- Section 9.06. Owner as Party to Litigation. In the event any litigation is initiated questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.
- Force Majeure. If Owner's performance of any obligation or obligations under this Section 9.07. Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner, then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. 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. Any period of suspension under this Section may, at the request of Owner, extend its construction period under Section 2.02 of this Agreement, but for no longer than the duration of the Force Majeure event. Contingencies or causes beyond the control of Owner include, without limitation:
 - (1) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, and labor disputes or strikes:
 - (2) The current coronavirus pandemic or governmental actions, governmental shut-downs, travel restrictions, quarantines, or business closings stemming therefrom;
 - (3) To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement, a change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation.

Any party claiming delay due to an event of Force Majeure must provide written notice to the other party promptly upon learning of such event, and in such notice must provide a reasonable description of the event of Force Majeure, the date of commencement of the event of Force Majeure, and the nature of the delay anticipated to be incurred as a result thereof. The party claiming Force Majeure must also provide written notice to the other party of the cessation of the event of Force Majeure, including a reasonable description of the resolution of the event of Force Majeure and the date on which the Force Majeure was resolved.

- Section 9.08. <u>Multiple Counterparts</u>. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding on and inure to the benefit of the parties, their respective successors and permitted assigns in accordance with the terms hereof.
- Section 9.09. Recording of Agreement. The parties agree to execute this Agreement in recordable form and that a duplicate of this Agreement shall be entered in the Official Minutes of the Commissioners Court of Bastrop County, Texas.
- Section 9.10. <u>Adoption of Agreement</u>. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.
- Section 9.11. <u>Further Acts</u>. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.
- Section 9.12. <u>Conflict with Guidelines</u>. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines, the Amendment is excepted from the Guidelines.
- Section 9.13 Indemnity. Owner agrees to indemnify, defend, and hold County harmless against and from all liabilities, damages, claims, and expenses, including without limitation reasonable attorneys' fees, that may be imposed upon or asserted against County by any third party in connection with Owner's alleged breach of this Agreement. Owner shall not be required to indemnify, defend, and hold County harmless against third party claims asserting procedural defects relating to the County's adoption of this Agreement. Owner will reimburse the County for all costs, including reasonable and necessary legal fees, in any final disposition of a claim that is subject to indemnification by Owner under the first sentence of this Section, whether by adjudication in court or alternative dispute resolution procedures, provided that Owner shall not be responsible for reimbursement of County for any matter that the County agrees to settle without the approval of Owner, which shall not be unreasonably withheld.
- Section 9.14. <u>Plurality, Gender, and Headings.</u> In this Agreement, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other ender. Headings in this Agreement are descriptive only, and not terms of inclusion or exclusion.
- Section 9.15. Relationship of Parties. The Owner, including its agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance

of services covered under this Agreement. The Parties represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County.

- Section 9.16. <u>Default, Cumulative Rights, and Mitigation</u>. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages.
- Section 9.17. Review by Counsel. The County and the Owner acknowledge that each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments or exhibits hereto.
- Section 9.18. Attorney's Fees. Except as otherwise expressly provided in this Agreement, (i) each of the Parties shall pay its own costs and expenses relating to this Agreement, including its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement, and (ii) in the event of a dispute between the Parties in connection with this Agreement, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of all attorneys' fees, costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party to the extent allowed by law.
- Section 9.19. Signatory Warranty. The signatories for the County and the Owner represent that each has the full right, power, and authority to enter into and perform this Agreement in accordance with all of its terms and conditions, and that the execution and delivery of this Agreement has been made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances, and provisions set forth in this Agreement.

[The remainder of this page left intentionally blank.]

SIGNED on this the 9th day of December , 2024 .

Attest:

BASTROP COUNTY, TEXAS:

Unegon Claus

Gregory Klaus *J*Bastrop County Judge

Krista Bartsch

Bastrop County Clerk

DEW33990N I.I.C.

Edmund Wilson

Title: COO

Attachments:

Exhibit A: Order Designating the Reinvestment Zone

Exhibit B: Application for Abatement

Exhibit C: TxDOT's Plans

Exhibit A Order Designating the Reinvestment Zone

ORDER

AN ORDER OF THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE UNDER CHAPTER 312, AS AMENDED, TEXAS TAX CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 312, Texas Tax Code, as amended (*Chapter 312*) authorizes Bastrop County, Texas (the *County*) to designate a reinvestment zone within the County and enter into an ad valorem tax abatement agreement with any owner of real property located therein; and

WHEREAS, Section 312.002(a) of Chapter 312 provides that the County may not designate an area as a reinvestment zone and enter into a tax abatement agreement unless (i) the Commissioners Court of the County (the *Court*) has established guidelines and criteria governing tax abatement agreements entered into by the County (*Guidelines and Criteria*) and (ii) adopts a resolution stating that the County elects to become eligible to participate in tax abatement; and

WHEREAS, the Court, on July 22, 2024, adopted a resolution in which it, among other matters, established the Guidelines and Criteria and elected to become eligible to participate in tax abatement; and

WHEREAS, the owners of an area of real property, as further described and identified in Exhibit A hereto (the *Property*), has made application (the *Application*) to the County seeking that it designate such Property as a reinvestment zone under Chapter 312 and, in exchange therefor, such owners will (i) develop the Property in a manner that the Court hereby deems advisable and that would not otherwise occur without such designation and (ii) annually make to the County a "payment in lieu of taxes" for a specified duration; and

WHEREAS, Chapter 312 states that the County cannot adopt an order designating an area as a reinvestment zone unless the Court has held a public hearing on such designation (the *Hearing*) and, at least seven days prior thereto, published notice of the time, place, and subject of the Hearing in a newspaper of general circulation within the County (the *Published Notice*) and mailed such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone (the *Mailed Notice*); and

WHEREAS, the Court caused the Published Notice to be published in the *Austin American-Statesman* on July 19, 2024 and mailed the Mailed Notice to the presiding officers of the Bastrop Independent School District and Bastrop County Emergency Services District No. 1 (the *Other Taxing Entities*) on July 19, 2024; and

WHEREAS, the Court conducted the Hearing on July 26, 2024, at which time interested persons were allowed to speak and present evidence for or against the creation of a reinvestment zone upon the Property; and

WHEREAS, the Court hereby finds that the improvements to the Property that are sought (as described in the Application) are feasible and practical and will be a benefit to the Property and

to the County after expiration of a tax abatement agreement entered into by the County pursuant to Chapter 312; and

WHEREAS, the Court hereby finds that all conditions to its creating a reinvestment zone which boundaries are coterminous with the Property to the extent such Property is within the boundaries of the County, as specified in Chapter 312, have been satisfied and that the County's creating such a reinvestment zone is in its best interests and the best interests of its residents; and

NOW, THEREFORE, BE IT ORDERED BY THE BASTROP COUNTY COMMISSIONERS COURT:

- **SECTION 1.** Pursuant to and in accordance with Chapter 312, the County hereby designates an area of the County, which boundaries are coterminous with the boundaries of the Property to the extent such Property is within the boundaries of the County, as a commercial-industrial reinvestment zone under Chapter 312 and entitles such reinvestment zone "Bastrop County, Texas Precinct 1 Reinvestment Zone No 1." (the *Zone*). The effective date of the Zone's creation shall be the effective date of this Order and such designation shall remain in effect for a period ending on the fifth (5th) anniversary of the date of such effective date.
- **SECTION 2.** In addition to the findings of this Court made in the recitals hereof, the Court finds that (i) the Zone does not include the territory of any municipality and (ii) creation of the Zone will contribute to the retention or expansion of primary employment or will attract major investment within the Zone that will be a benefit to the Property and will contribute to the economic development of the County.
- **SECTION 3.** The Court hereby accepts the Application and finds its contents compliant with the applicable provisions of Chapter 312 and the requirements of the Guidelines and Criteria.
- **SECTION 4.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Court.
- **SECTION 5.** All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters resolved herein.
- **SECTION 6.** This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- **SECTION 7.** If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Court hereby declares that this Order would have been enacted without such invalid provision.
- **SECTION 8.** It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

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SECTION 9. This Order shall be in force and effect from and after the date of its adoption, and it is so ordered.

* * *

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PASSED AND APPROVED, this the 26th day of July, 2024.

BASTROP COUNTY, TEXAS

County Judge

ATTEST:

County Clerk and Ex-Officio

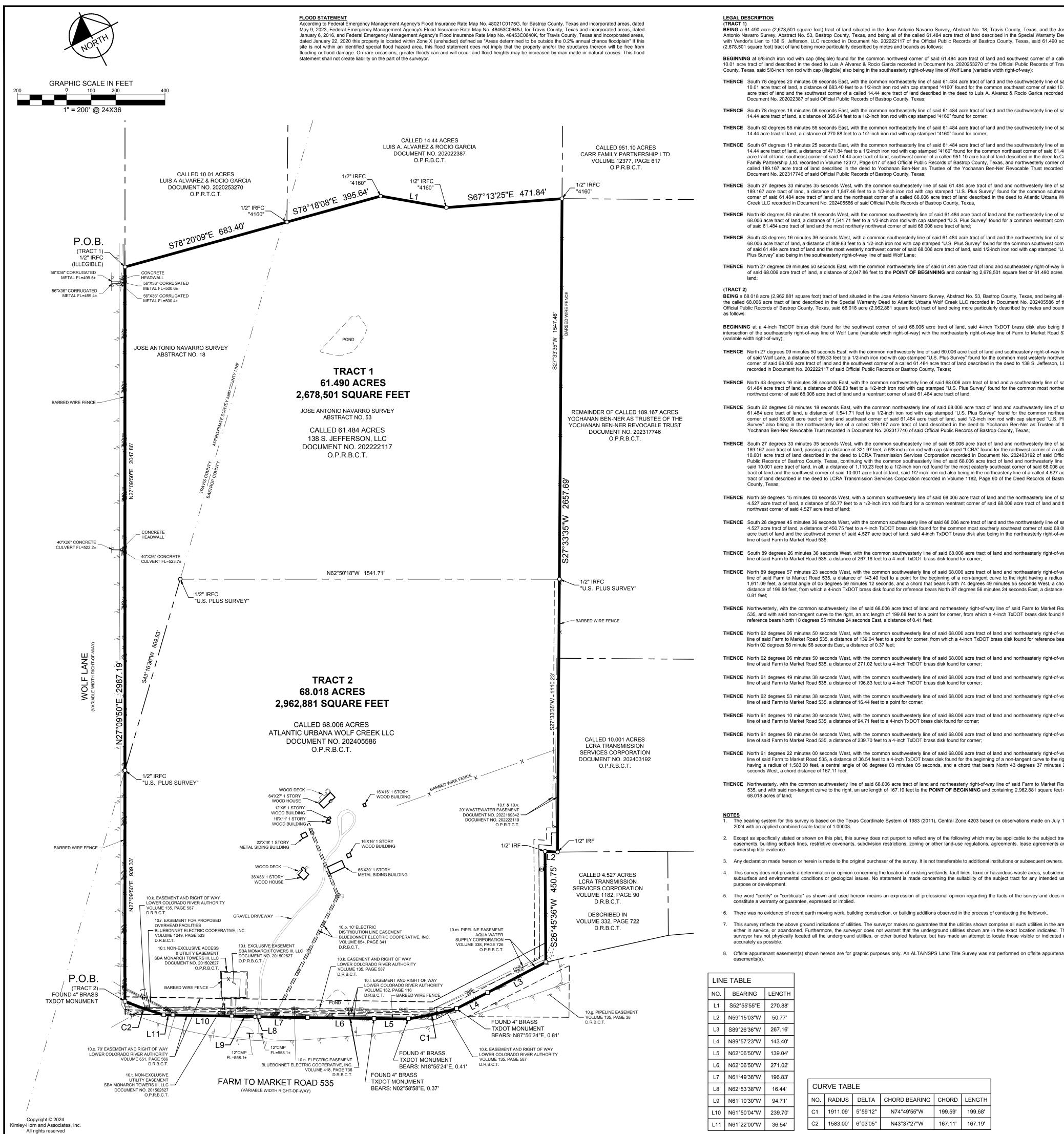
Clerk of the Commissioners Court

(SEAL OF THE COMMISSIONERS COURT)

EXHIBIT A

PROPERTY DESCRIPTION AND LOCATION MAP

202194171.3 A-1



LEGAL DESCRIPTION (TRACT 1)

BEING a 61.490 acre (2,678,501 square foot) tract of land situated in the Jose Antonio Navarro Survey, Abstract No. 18, Travis County, Texas, and the Jose Antonio Navarro Survey, Abstract No. 53, Bastrop County, Texas, and being all of the called 61.484 acre tract of land described in the Special Warranty Deed with Vendor's Lien to 138 S. Jefferson, LLC recorded in Document No. 202222117 of the Official Public Records of Bastrop County, Texas, said 61.490 acre (2,678,501 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at 5/8-inch iron rod with cap (illegible) found for the common northwest corner of said 61.484 acre tract of land and southwest corner of a called 10.01 acre tract of land described in the deed to Luis A Alvarez & Rocio Garcia recorded in Document No. 2020253270 of the Official Public Records of Travis County, Texas, said 5/8-inch iron rod with cap (illegible) also being in the southeasterly right-of-way line of Wolf Lane (variable width right-of-way);

- THENCE South 78 degrees 20 minutes 09 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 10.01 acre tract of land, a distance of 683.40 feet to a 1/2-inch iron rod with cap stamped "4160" found for the common southeast corner of said 10.01 acre tract of land and the southwest corner of a called 14.44 acre tract of land described in the deed to Luis A. Alvarez & Rocio Garica recorded in Document No. 202022387 of said Official Public Records of Bastrop County, Texas;
- THENCE South 78 degrees 18 minutes 08 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 395.64 feet to a 1/2-inch iron rod with cap stamped "4160" found for corner;
- THENCE South 52 degrees 55 minutes 55 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 270.88 feet to a 1/2-inch iron rod with cap stamped "4160" found for corner;
- THENCE South 67 degrees 13 minutes 25 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 471.84 feet to a 1/2-inch iron rod with cap stamped "4160" found for the common northeast corner of said 61.484 acre tract of land, southeast corner of said 14,44 acre tract of land, southwest corner of a called 951,10 acre tract of land, described in the deed to Carr Family Partnership ,Ltd. recorded in Volume 12377, Page 617 of said Official Public Records of Bastrop County, Texas, and northwesterly corner of a called 189.167 acre tract of land described in the deed to Yochanan Ben-Ner as Trustee of the Yochanan Ben-Ner Revocable Trust recorded in Document No. 202317746 of said Official Public Records of Bastrop County, Texas;
- THENCE South 27 degrees 33 minutes 35 seconds West, with the common southeasterly line of said 61.484 acre tract of land and northwesterly line of said 189.167 acre tract of land, a distance of 1.547.46 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common southeast corner of said 61.484 acre tract of land and the northeast corner of a called 68.006 acre tract of land described in the deed to Atlantic Urbana Wolf
- Creek LLC recorded in Document No. 202405586 of said Official Public Records of Bastrop County, Texas, THENCE North 62 degrees 50 minutes 18 seconds West, with the common southwesterly line of said 61.484 acre tract of land and the northeasterly line of said 68.006 acre tract of land, a distance of 1,541.71 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for a common reentrant corner
- of said 61.484 acre tract of land and the most northerly northwest corner of said 68.006 acre tract of land; THENCE South 43 degrees 16 minutes 36 seconds West, with a common southeasterly line of said 61.484 acre tract of land and the northwesterly line of said 68.006 acre tract of land, a distance of 809.83 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common southwest corner of said 61.484 acre tract of land and the most westerly northwest corner of said 68.006 acre tract of land, said 1/2-inch iron rod with cap stamped "U.S.
- THENCE North 27 degrees 09 minutes 50 seconds East, with the common northwesterly line of said 61.484 acre tract of land and southeasterly right-of-way line of said 68.006 acre tract of land, a distance of 2,047.86 feet to the POINT OF BEGINNING and containing 2,678,501 square feet or 61.490 acres of

BEING a 68.018 acre (2,962,881 square foot) tract of land situated in the Jose Antonio Navarro Survey, Abstract No. 53, Bastrop County, Texas, and being all of the called 68 006 acre tract of land described in the Special Warranty Deed to Atlantic Urbana Wolf Creek LLC recorded in Document No. 202405586 of the Official Public Records of Bastrop County, Texas, said 68,018 acre (2,962,881 square foot) tract of land being more particularly described by metes and bounds

Plus Survey" also being in the southeasterly right-of-way line of said Wolf Lane;

BEGINNING at a 4-inch TxDOT brass disk found for the southwest corner of said 68.006 acre tract of land, said 4-inch TxDOT brass disk also being the intersection of the southeasterly right-of-way line of Wolf Lane (variable width right-of-way) with the northeasterly right-of-way line of Farm to Market Road 535 (variable width right-of-way);

- THENCE North 27 degrees 09 minutes 50 seconds East, with the common northwesterly line of said 60 006 acre tract of land and southeasterly right-of-way line of said Wolf Lane, a distance of 939.33 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common most westerly northwest corner of said 68.006 acre tract of land and the southwest corner of a called 61.484 acre tract of land described in the deed to 138 S. Jefferson, LLC recorded in Document No. 202222117 of said Official Public Records or Bastrop County, Texas;
- THENCE North 43 degrees 16 minutes 36 seconds East, with the common northwesterly line of said 68.006 acre tract of land and a southeasterly line of said 61.484 acre tract of land, a distance of 809.83 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common most northerly northwest corner of said 68.006 acre tract of land and a reentrant corner of said 61.484 acre tract of land;
- THENCE South 62 degrees 50 minutes 18 seconds East, with the common northeasterly line of said 68.006 acre tract of land and southwesterly line of said 61.484 acre tract of land, a distance of 1,541.71 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common northeast corner of said 68.006 acre tract of land and southeast corner of said 61.484 acre tract of land, said 1/2-inch iron rod with cap stamped "U.S. Plus Survey" also being in the northwesterly line of a called 189.167 acre tract of land described in the deed to Yochanan Ben-Ner as Trustee of the ochanan Ben-Ner Revocable Trust recorded in Document No. 202317746 of said Official Public Records of Bastrop County, Texas
- THENCE South 27 degrees 33 minutes 35 seconds West, with the common southeasterly line of said 68.006 acre tract of land and northwesterly line of said 189.167 acre tract of land, passing at a distance of 321.97 feet, a 5/8 inch iron rod with cap stamped "LCRA" found for the northwest corner of a called 10.001 acre tract of land described in the deed to LCRA Transmission Services Corporation recorded in Document No. 202403192 of said Official Public Records of Bastrop County, Texas, continuing with the common southeasterly line of said 68.006 acre tract of land and northwesterly line of said 10.001 acre tract of land, in all, a distance of 1,110.23 feet to a 1/2-inch iron rod found for the most easterly southeast corner of said 68.006 acre tract of land and the southwest corner of said 10.001 acre tract of land, said 1/2 inch iron rod also being in the northeasterly line of a called 4.527 acre tract of land described in the deed to LCRA Transmission Services Corporation recorded in Volume 1182, Page 90 of the Deed Records of Bastrop
- THENCE North 59 degrees 15 minutes 03 seconds West, with a common southwesterly line of said 68.006 acre tract of land and the northeasterly line of said 4.527 acre tract of land, a distance of 50.77 feet to a 1/2-inch iron rod found for a common reentrant corner of said 68.006 acre tract of land and the northwest corner of said 4.527 acre tract of land:
- THENCE South 26 degrees 45 minutes 36 seconds West, with the common southeasterly line of said 68.006 acre tract of land and the northwesterly line of said 4.527 acre tract of land, a distance of 450.75 feet to a 4-inch TxDOT brass disk found for the common most southerly southeast corner of said 68.006 acre tract of land and the southwest corner of said 4.527 acre tract of land, said 4-inch TxDOT brass disk also being in the northeasterly right-of-way line of said Farm to Market Road 535:
- THENCE South 89 degrees 26 minutes 36 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 267.16 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 89 degrees 57 minutes 23 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 143.40 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1,911.09 feet, a central angle of 05 degrees 59 minutes 12 seconds, and a chord that bears North 74 degrees 49 minutes 55 seconds West, a chord distance of 199.59 feet, from which a 4-inch TxDOT brass disk found for reference bears North 87 degrees 56 minutes 24 seconds East, a distance of
- THENCE Northwesterly, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, and with said non-tangent curve to the right, an arc length of 199.68 feet to a point for corner, from which a 4-inch TxDOT brass disk found for reference bears North 18 degrees 55 minutes 24 seconds East, a distance of 0.41 feet;
- THENCE North 62 degrees 06 minutes 50 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 139.04 feet to a point for corner, from which a 4-inch TxDOT brass disk found for reference bears North 02 degrees 58 minute 58 seconds East, a distance of 0.37 feet;
- THENCE North 62 degrees 06 minutes 50 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 271.02 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 61 degrees 49 minutes 38 seconds West, with the common southwesterly line of said 68,006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 196.83 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 62 degrees 53 minutes 38 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 16,44 feet to a point for corner
- THENCE North 61 degrees 10 minutes 30 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 94.71 feet to a 4-inch TxDOT brass disk found for corner
- THENCE North 61 degrees 50 minutes 04 seconds West with the common southwesterly line of said 68 006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 239.70 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 61 degrees 22 minutes 00 seconds West, with the common southwesterly line of said 68,006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 36.54 feet to a 4-inch TxDOT brass disk found for the beginning of a non-tangent curve to the right having a radius of 1,583.00 feet, a central angle of 06 degrees 03 minutes 05 seconds, and a chord that bears North 43 degrees 37 minutes 27 seconds West, a chord distance of 167.11 feet
- THENCE Northwesterly, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, and with said non-tangent curve to the right, an arc length of 167.19 feet to the POINT OF BEGINNING and containing 2,962,881 square feet or

- 1. The bearing system for this survey is based on the Texas Coordinate System of 1983 (2011), Central Zone 4203 based on observations made on July 11
- 2. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land-use regulations, agreements, lease agreements and ownership title evidence.
- 4. This survey does not provide a determination or opinion concerning the location of existing wetlands, fault lines, toxic or hazardous waste areas, subsidence
- subsurface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject tract for any intended use,
- 5. The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied
- 6. There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork
- 7. This survey reflects the above ground indications of utilities. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service, or abandoned. Furthermore, the surveyor does not warrant that the underground utilities shown are in the exact location indicated. The surveyor has not physically located all the underground utilities, or other buried features, but has made an attempt to locate those visible or indicated as
- 8. Offsite appurtenant easement(s) shown hereon are for graphic purposes only. An ALTA/NSPS Land Title Survey was not performed on offsite appurtenant

LINE TABLE		
NO.	BEARING	LENGTH
L1	S52°55'55"E	270.88'
L2	N59°15'03"W	50.77'
L3	S89°26'36"W	267.16'
L4	N89°57'23"W	143.40'
L5	N62°06'50"W	139.04'
L6	N62°06'50"W	271.02'
L7	N61°49'38"W	196.83'
L8	N62°53'38"W	16.44'
L9	N61°10'30"W	94.71'
L10	N61°50'04"W	239.70'

CUF	RVE TAB	LE			
NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGT
C1	1911.09'	5°59'12"	N74°49'55"W	199.59'	199.68
C2	1583.00'	6°03'05"	N43°37'27"W	167.11'	167.19

NOTES ADDRESSING SCHEDULE B EXCEPTIONS

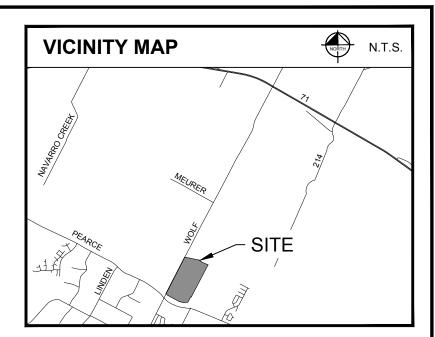
10.f. Easement To: Aqua Water Supply Corporation

(Pursuant to Commitment for Title Insurance, issued by First American Title Insurance Company, GF. No. NCS-1220400-DC72, effective date May 07, 2024, issued May 31, 2024.)

- 10.e. Terms, conditions and stipulations contained in Agreement: Recorded: October 18, 2022 in County Clerk's File No. 2022168854, Official Public Records, Travis County, Texas. Type: Covenant and Restrictive Use Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- Recorded: October 19, 2022 in County Clerk's File No. 2022169342, of the Official Public Records, of Travis County, Texas. Purpose: Wastewater Line Easemen SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.g. Recorded: July 12, 1952 in Volume 135, Page 38, of the Deed records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does not affect the surveyed property but is shown
- 10.h. Easement To: Lower Colorado River Authority Recorded: July 08, 1952 in Volume 135, Page 27, of the Deed Records, of Bastrop County, Texas. Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: Cannot be plotted.
- 10.i. Easement To: Lower Colorado River Authority Recorded: May 25, 1960 in Volume 152, Page 118, of the Deed Records, of Bastrop County, Texas.
- Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: Cannot be plotted.
- 10.j. Recorded: July 02, 1940 in Volume 103, Page 614, of the Deed records, of Bastrop County, Texas. asement Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: According to the provided document, this item is blanket in nature and surveyor cannot determine if it
- 10.k. Easement To: Lower Colorado River Authority Recorded: November 28, 1952 in Volume 135, Page 587, of the Deed Records, of Bastrop County, Texas.
- Purpose: Electric transmission and/or distribution line SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.I. Easement To: Lower Colorado River Authority Recorded: May 25, 1960 in Volume 152, Page 116, of the Deed Records, of Bastrop County, Texas. Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.m. Recorded: September 12, 1985 in Volume 388, Page 726, of the Official Public records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.n. Recorded: May 15, 1986 in Volume 418, Page 736, of the Official Public records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown ereon. A portion of the easement appears to be abandoned and is not shown. (TRACT 2)
- 10.o. Easement To: Lower Colorado River Authority Recorded: December 17, 1992 in Volume 651, Page 566, of the Official Public Records, of Bastrop County, Texas. Purpose: Electric Line Easement and Right of Way SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.p. Recorded: January 14, 1993 in Volume 654 Purpose: Easement for Electric Distribution Line or System
- 10.g. Easement To: Agua Water Supply Corporation Recorded: November 05, 1999 in Volume 1013, Page 455, of the Official Public Records, of Bastrop County, Texas.
- SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but cannot be

SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown

- 10.r. Easement To: Bluebonnet Electric Cooperative, Inc.. Recorded: August 02, 2002 in Volume 1249, Page 533, of the Official Public Records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.s. Easement To: Bluebonnet Electric Cooperative, Inc.. Recorded: December 19, 2007 in Volume 1800, Page 179, of the Official Public Records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but cannot be
- 10.t. Terms, conditions and stipulations contained in Agreement: Recorded: March 02, 2015 in County Clerk's File No. 201502627, Official Public Records, Bastrop County, Texas. Type: Easement Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.u. Terms, conditions and stipulations contained in Agreement: Recorded: October 18, 2022 in County Clerk's File No. 202222059, Official Public Records, Bastrop County, Texas. Type: Covenant and Restrictive Use Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- 10.v. Easement To: Aqua Water Supply Corporation Purpose: Wastewater Line Easemen
- <u>SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown</u> 10.w. Terms, Conditions, and Stipulations in Memorandum of Lease Agreement: Lessor: Charles Louis Goerner, an Individually and as Independent Executor of the Estate of Catherine Wolf Goerner in
- Probate #73077 Lessee: T-Mobile West Corporation, a Delaware corporation Recorded: October 17, 2007 in Volume 1785, Page 205, of the Official Public records, of Bastrop County, Texas Memorandum of Assignment and Site Lease Agreement filed for record on May 01, 2008 in Volume 1831, Page 547 of the Official
- Public Records of Bastrop County, Texas. Memorandum of Assignment filed for record on November 13, 2012 in Volume 2188, Page 663 of the Official Public Records of Bastron County Texas SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- 10.x. Subject property abuts a non-access or a limited-access road, highway or freeway. This Company does not insure the right of ingress and egress to and from said road, highway, or freeway, and assumes no liability in connection therewith.



	ROOF DRAIN	\boxtimes	MAIL BOX
TV	CABLE TV BOX	0	SANITARY SEWER CLEAN OUT
0	CABLE TV HANDHOLE	S	SANITARY SEWER MANHOLE
\bigcirc	CABLE TV MANHOLE	<u>\$</u>	SANITARY SEWER MARKER FLAG
⑫	CABLE TV MARKER FLAG	ß	SANITARY SEWER MARKER SIGN
\mathbb{A}	CABLE TV MARKER SIGN	5	SANITARY SEWER SEPTIC TANK
TV	CABLE TV VAULT	S	SANITARY SEWER VAULT
С	COMMUNICATIONS BOX	D	STORM SEWER BOX
©	COMMUNICATIONS HANDHOLE	▦	STORM SEWER DRAIN
<u>(c)</u>	COMMUNICATIONS MANHOLE	(D)	STORM SEWER MANHOLE
<u>©</u>	COMMUNICATIONS MARKER FLAG	D	STORM SEWER VAULT
Δ	COMMUNICATIONS MARKER SIGN	1000	TRAFFIC BARRIER
Ċ	COMMUNICATIONS VAULT	•	TRAFFIC BOLLARD
<u> </u>	ELEVATION BENCHMARK	TR	TRAFFIC BOX
E	FIBER OPTIC BOX	®	CROSS WALK SIGNAL
<u>©</u>	FIBER OPTIC HANDHOLE	®	TRAFFIC HANDHOLE
<u>(F)</u>	FIBER OPTIC MANHOLE	(TR)	TRAFFIC MANHOLE
<u>(F)</u>	FIBER OPTIC MARKER FLAG	A	TRAFFIC MARKER SIGN
A	FIBER OPTIC MARKER SIGN	©	- TRAFFIC SIGNAL
E	FIBER OPTIC VAULT	IR	TRAFFIC VAULT
<u> </u>	MONITORING WELL	U	UNIDENTIFIED BOX
<u>©</u>	GAS HANDHOLE	0	UNIDENTIFIED HANDHOLE
<u>G</u>	GAS METER	U	UNIDENTIFIED METER
<u>(G)</u>	GAS MANHOLE	(v)	UNIDENTIFIED MANHOLE
<u>©</u>	GAS MARKER FLAG	<u>Φ</u>	UNIDENTIFIED MARKER FLAG
<u> </u>	GAS SIGN	₩ <u></u>	UNIDENTIFIED MARKER SIGN
<u> </u>	GAS TANK	Ø	UNIDENTIFIED POLE
<u>G</u>	GAS VAULT	0	UNIDENTIFIED TANK
<u> </u>	GAS VALVE		UNIDENTIFIED VAULT
	TELEPHONE BOX	Q	UNIDENTIFIED VALVE
<u> </u>	TELEPHONE HANDHOLE	<u>Q</u>	TREE
<u>(T)</u>	TELEPHONE MANHOLE	₩	WATER BOX
<u> </u>	TELEPHONE MARKER FLAG	D	FIRE DEPT. CONNECTION
<u>A</u>	TELEPHONE MARKER SIGN	<u></u> ∅	WATER HAND HOLE
贝	TELEPHONE VAULT	_	FIRE HYDRANT
A	PIPELINE MARKER SIGN	(W)	WATER MANUALE
系	ELECTRIC BOX	w)	WATER MARKER ELAC
$\stackrel{\longrightarrow}{\rightarrow}$	FLOOD LIGHT	<u>₩</u>	WATER MARKER FLAG
<u>—</u>	GUY ANGLIOR POLE	<u> </u>	WATER MARKER SIGN WATER VAULT
<u> </u>	GUY ANCHOR POLE ELECTRIC HANDHOLE	×	WATER VAULT WATER VALVE
$\overline{\bullet}$	LIGHT STANDARD	$\widehat{\mathbf{o}}$	WATER VALVE WATER WELL
ŏ	ELECTRIC METER		5/8" IRON ROD W/ "KHA" CAP SET
(E)	ELECTRIC MANHOLE		IRON ROD WITH CAP FOUND
8	ELECTRIC MARKER FLAG	MNS	MAG NAIL SET
Ā	ELECTRIC MARKER SIGN	MNF	MAG NAIL FOUND
8	UTILITY POLE	IRF	IRON ROD FOUND
(T)	ELECTRIC TRANSFORMER	IPF	IRON PIPE FOUND
	ELECTRIC VAULT	ADF	ALUMINUM DISK FOUND
☆	HANDICAPPED PARKING	BDF	BRASS DISK FOUND
	SIGN		BRASS TXDOT MONUMENT FOUND
$\stackrel{\smile}{=}$	MARQUEE/BILLBOARD	XS *	"X" CUT IN CONCRETE SET
0	BORE LOCATION	XF	"X" CUT IN CONCRETE FOUND
<u> </u>	FLAG POLE		POINT OF BEGINNING
GT)			
9	GREASE TRAP	F.U.U.	. POINT OF COMMENCING

LINE TYPE LE	GEND
	BOUNDARY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
·	BUILDING LINE
——— W———	WATER LINE
ss	SANITARY SEWER LINE
= = =	STORM SEWER LINE
——— GAS———	UNDERGROUND GAS LINE
OHE	OVERHEAD UTILITY LINE
——— UGE———	UNDERGROUND ELECTRIC LINE
——— UGT———	UNDERGROUND TELEPHONE LINE
—— CBL ——	UNDERGROUND CABLE LINE
-x - x - x - x -	FENCE
7 23 24 27 7 23 2	CONCRETE PAVEMENT
11 11 11	ASPHALT PAVEMENT
l ——II——II	DENIAL OF ACCESS LINE

PARKING TABL	E
TYPE	NUMBER
REGULAR	0 SPACES
HANDICAPPED	0 SPACES
TOTAL	0 SPACES

SURVEYOR'S CERTIFICATION

To: Edgeconnex Real Estate Acquisitions, LLC First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 8, 9, 13 and 16 of Table A thereof. The field work was completed on July 5, 2024. Survey Date: July 15, 2024

Shaun Marvin Piepkorn Registered Professional Land Surveyor No. 6433 Kimley-Horn and Associates, Inc. 801 Cherry Street, Unit 11, Suite 1300 Fort Worth, Texas 76102

shaun.piepkorn@kimley-horn.com

PRELIMINARY THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ALTA/NSPS LAND TITLE SURVEY 129.508 ACRES JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 53

BASTROP COUNTY, TEXAS JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 18 TRAVIS COUNTY, TEXAS

Fort Worth, Texas 76102 FIRM # 10194040 www.kimley-horn.com <u>Date</u> Sheet No. <u>Drawn by</u> 1" = 200' BSG 7/15/2024 068931302

$\begin{array}{c} \textbf{Exhibit B} \\ \textbf{Application for Abatement} \end{array}$

Bastrop County Application for Tax Abatement/Reinvestment Zone

I. APPLICANT INFORMATION
Applicant/Property Owner: POR12837X, LLC
Company/Project Name: Project Tango
Mailing Address: 20 Wight Avenue, Suite 200 Hunt Valley, Maryland 21030
Telephone: 443-386-8328 Fax:
Applicant's Representative for contact regarding abatement request:
Name and Title: Todd Workman
Mailing Address: 20 Wight Avenue, Suite 200 Hunt Valley, Maryland 21030
Telephone: 443-386-8328 Fax: E-mail: todd.workman@altusgroup.com
II. PROPERTY AND PROJECT DESCRIPTION
Address and legal description of property to be considered for Tax Abatement/Reinvestment Zone:
Please see Attachment A
Project Description: A four-building data center campus Description of activities products or comices produced and (or provided at project leastion)
Description of activities, products, or services produced and/or provided at project location: No current activities, as site is largely undeveloped
Current Assessed Value: Real Property: \$ 1,916,765 Personal Property: \$ 0
Estimated start date of construction/site improvements: Q4 - 2024
Projected date of occupancy/commencement of operations at project site:
Please indicate dates for phases if applicable: Please See Schedule B Attached
Location of existing company facilities: Various worldwide; none currently in Bastop County
Requested level of Tax Abatement: 75% % of eligible property for10 years.
Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other
information to substantiate your request. Please see Attachment C
III. PROJECTED VALUE OF IMPROVEMENTS
Estimated Value of Real Property Improvements \$ Please see Attachment B
Estimated Value of Personal Property Improvements \$ Please see Attachment B
Will any infrastructure improvements (roads, drainage, etc.) be requested of Bastrop County for this project?
Yes
If yes, describe requested infrastructure improvements:
Detail any direct benefits to Bastrop County as a result of this project: Please see Attachment C

IV. EMPLOYMENT IMPACT AT PROJECT LOCATION
A. NEW EMPLOYMENT
Projected number of new jobs created as a result of the proposed improvements:
Full-time 50 Part-Time 0
Provide types of jobs created and average salary levels: Please see Attachment D
Start date and annual payroll of new permanent positions (if positions to be phased in, provide figures for
each phase year): Q1, 2027
Percentage of new jobs too be filled be Bastrop County residents: TBD %
Number of employees transferring from other company locations: None Currently Expected
B. CONSTRUCTION RELATED EMPLOYMENTS
Projected number of construction related jobs: 400-600% vergae daily jobs on site
Estimated total construction payroll: \$ Not available at this time
Commitment as to percentage of construction dollars to be spent with Bastrop County contractors or
subcontractors: TBD %
C. CURRENT COMPANY/PROJECT LOCATION EMPLOYMENT Project will be a new business entrance into the County
Current Number of Employees: Full-time None Part-time None
Average annual payroll: \$ 0
Detail on workforce diversity – percentage breakdown of current employees by gender and ethnicity:
N/A
D. COMPANY SPONSORED HEALTH CARE BENEFITS ARE AVAILABLE
Full-time Employees 🗸 Part-time Employees 📝 Employee Dependents 🗌 Not Available 🗌
Average monthly employee cost for health care benefits: Individual: \$ Family: \$
Other employee benefits provided or offered: To be subsequently Provided
V. LOCAL BUSINESS & DISADVANTAGED BUSINESS ENTERPRISES (DBE) IMPACT
Estimated amount of annual supply and services expenses: \$
Detail any supply/services expenses that are sole source:
Percentage of total supplier/services expenses committed to Bastrop County businesses: TBD %
referringe of total supplier, services expenses committed to Dastrop County businesses.

VI. ENVIRONMENTAL IMPACT OF PROJECT	
Indicate if development, construction, equipment, distribution impact the environment in the following areas, attach detail is Air Quality Water Quality Solid Waste D Floodplain/Wetlands Noise levels Other Provide detail on existing and new fleet vehicles, specifying to (gasoline, diesel, LP gas, CNG, etc.):	if necessary: No expected adverse impact bisposal Storm/Water Runoff r (specify)
VII. ADDITIONAL INFORMATION (TO BE ATTACHED)	
 □ Letter addressing Economic Qualifications and addition Bastrop County Tax Abatement Policy □ Descriptive list and value of real and personal property in □ Plat/Map of Project Location □ Project Time Schedule □ Owner's policy regarding use of disadvantaged Business □ Tax Certificate showing property taxes paid for most received. 	mprovements Enterprises
VIII. CERTIFICATION	
VIII. CERTIFICATION Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capa	• •
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capar I certify the information contained in this application (include best of my knowledge. I further certify that I have read the "agree to comply with the guidelines and criteria stated therein	ding all attachments) to be true and correct to the 'Bastrop County Tax Abatement Policy" and in.
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capa. I certify the information contained in this application (include best of my knowledge. I further certify that I have read the "agree to comply with the guidelines and criteria stated therein. Todd Workman	ding all attachments) to be true and correct to the Bastrop County Tax Abatement Policy" and in. Independent Advisor
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capar I certify the information contained in this application (include best of my knowledge. I further certify that I have read the "agree to comply with the guidelines and criteria stated thereion." Todd Workman Todd Workman	ding all attachments) to be true and correct to the Bastrop County Tax Abatement Policy" and in. Independent Advisor Title July 19, 2024
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capar I certify the information contained in this application (includes to f my knowledge. I further certify that I have read the "agree to comply with the guidelines and criteria stated thereion and the complete of the com	ding all attachments) to be true and correct to the Bastrop County Tax Abatement Policy" and in. Independent Advisor Title

Return completed application and attachments to:

Bastrop County Judge 804 Pecan Street Bastrop, Texas 78602

You may also forward an electronic copy of the completed report to: gregory.klaus@co.bastrop.tx.us

Please note that if you do submit this form electronically, you must also submit an original hard copy of the report to the above stated physical address for proper filing and review.

For assistance call: (512) 332-7201

^{*} As per Section IV (f) of the Bastrop County Tax Abatement Policy Guidelines and Criteria, this application must be filed prior to commencement of construction or installation of improvements in order to be eligible for County tax abatement.

Attachment A - Legal Description of Property

TRACT 1:

BEING A 61.484 ACRE TRACT OF LAND (OR 2,678,248 SQUARE FEET) OUT OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 53, BASTROP COUNTY, TEXAS, AND THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 18, TRAVIS COUNTY, TEXAS; SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED TO ATLANTIC URBANA WOLF CREEK, LLC, BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 202203773 (HEREIN REFERRED TO AS "AUWC1"), OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS (OPRBCT); SAME ALSO BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED TO ATLANTIC URBANA WOLF CREEK, LLC, BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2022035575 (HEREIN REFERRED TO AS "AUWC2"), OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (OPRTCT); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" IRON ROD WITH A YELLOW CAP FOUND FOR THE NORTHWEST CORNER OF AFORESAID AUWC1/AUWC2 TRACTS, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 2020253270 (OPRTCT), SAME ALSO BEING SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 202022389 (OPRBCT), AND ALSO THE EAST RIGHT-OF-WAY LINE OF WOLF LANE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 78°20'09" EAST, DEPARTING AFORESAID WOLF LANE AND WITH THE COMMON LINE OF SAID AUWC1/AUWC2 TRACTS AND LUIS A. ALVAREZ TRACTS FOR A DISTANCE OF 683.42 FEET TO A ½" IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND FOR THE SOUTHEAST CORNER OF SAID LUIS A. ALVAREZ TRACTS, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 2020253278 (OPRTCT), SAME ALSO BEING SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 202022387 (OPRBCT;

THENCE DEPARTING SAID 2020253270 AND 202022389 TRACTS AND WITH THE COMMON LINE OF SAID AUWC1/AUWC2 TRACTS AND SAID 2020253278 AND 202022387 TRACTS, THE FOLLOWING COURSES:

SOUTH 78°18'08" EAST FOR A DISTANCE OF 395.64 FEET TO A $1\!\!/\!_2$ " IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND;

SOUTH 52°55'55" EAST FOR A DISTANCE OF 270.88 FEET TO A $\frac{1}{2}$ " IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND;

SOUTH 67°14'16" EAST FOR A DISTANCE OF 471.77 FEET TO A 1/2" IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND FOR THE NORTHEAST CORNER OF SAID AUWC1/AUWC2 TRACTS, SAME BEING THE SOUTHEAST CORNER OF SAID 2020253278 AND 202022387 TRACTS, SAME ALSO BEING THE WEST LINE OF A TRACT OF LAND DESCRIBED TO 6682 FM 535 ASSOCIATES, LLC, BY DEED RECORDED IN DOCUMENT NO. 202016475 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS (DRBCT);

THENCE SOUTH 27°33'39" WEST, DEPARTING SAID 2020253278 AND 202022387 TRACTS AND WITH SAID AUWC1/AUWC2 TRACTS AND SAID 6682 FM 535 ASSOCIATES, LLC TRACT FOR A DISTANCE OF 1547.54 FEET TO A ½" IRON ROD SET WITH AN ORANGE CAP STAMPED "US PLUS SURVEY" THEREOF;

THENCE DEPARTING SAID AUWC1/AUWC2 TRACTS AND SAID 6682 FM 535 ASSOCIATES, LLC TRACT AND ACROSS SAID AUWC1/AUWC2 TRACTS, THE FOLLOWING COURSES:

NORTH 62°50'13" WEST FOR A DISTANCE OF 1541.77 FEET TO A ½" IRON ROD SET WITH AN ORANGE CAP STAMPED "US PLUS SURVEY";

SOUTH 43°16'03" WEST FOR A DISTANCE OF 809.66 FEET TO A ½" IRON ROD SET WITH AN ORANGE CAP STAMPED "US PLUS SURVEY" IN THE WEST LINE OF SAID AUWC1/AUWC2 TRACTS, SAME BEING THE EAST RIGHT-OF-WAY OF SAID WOLF LANE;

THENCE NORTH 27°09'47" EAST, WITH THE COMMON LINE OF SAID AUWC1/AUWC2 TRACTS AND AFORESAID WOLF LANE RIGHT-OF-WAY FOR A DISTANCE OF 2047.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,678,248 SQUARE FEET OR 61.484 ACRES OF LAND, MORE OR LESS.

TRACT 2:

APPROXIMATELY 62.82 ACRES OUT OF 129.485 ACRE TRACT OF LAND IN BASTROP AND TRAVIS COUNTIES, TEXAS, OUT OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 53 AND OUT OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 18 AND BEING THE REMAINDER OF THE CALLED 153.937 ACRE TRACT CONVEYED TO SILVERMINE PARTNERS, LLC PER DEEDS RECORDED AS DOCUMENT NO. 2015143078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) AND AS DOCUMENT NO. 201511527 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.T.); SAID 129.485 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A TXDOT TYPE II MONUMENT FOUND AT THE SOUTHWEST CORNER OF SAID CALLED 153.937 ACRE TRACT, SAID POINT BEING AT THE NORTHEAST CORNER OF THE INTERSECTION OF WOLF LANE (RIGHT-OF-WAY WIDTH VARIES) AND OF FM 535 (RIGHT-OF-WAY WIDTH VARIES) FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, ALONG THE COMMON LINE OF SAID CALLED 153.937 ACRE TRACT AND OF THE EASTERLY RIGHT-OF-WAY LINE OF WOLF LANE, N27°09'47"E, A DISTANCE OF 2,986.93 FEET TO A ½-INCH IRON ROD WITH ILLEGIBLE CAP FOUND AT THE SOUTHWEST CORNER OF THE CALLED 10.01 ACRE TRACT CONVEYED TO LUIS A. ALVAREZ AND ROCIO GARCIA PER DEEDS RECORDED AS DOCUMENT NO. 2020253270, O.P.R.T.C.T. AND AS DOCUMENT NO. 202022389, O.P.R.B.C.T.;

THENCE, ALONG THE SOUTHERLY LINE OF SAID CALLED 10.01 ACRE TRACT, S78°20'09"E, A DISTANCE OF 683.42 FEET TO A ½-INCH IRON ROD WITH "4160" CAP FOUND AT THE SOUTHERLY COMMON CORNER OF SAID CALLED 10.01 ACRE TRACT AND OF THE CALLED 14.44 ACRE TRACT CONVEYED TO LUIS A. ALVAREZ AND ROCIO GARCIA PER DEEDS RECORDED AS DOCUMENT NO. 2020253278, O.P.R.T.C.T. AND AS DOCUMENT NO. 202022387, O.P.R.B.C.T.;

THENCE, ALONG THE SOUTHERLY LINE OF SAID CALLED 14.44 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. S78°18'08"E, A DISTANCE OF 395.64 FEET TO A FOUND 1/2-INCH IRON ROD WITH "4160" CAP;
- 2. S52°55'55"E, A DISTANCE OF 270.88 FEET TO A FOUND ½-INCH IRON ROD WITH "4160" CAP;
- 3. S67°14'16"E, A DISTANCE OF 471.77 FEET TO A ½-INCH IRON ROD WITH "4160" CAP FOUND ON THE WESTERLY LINE OF THE CALLED 189.167 ACRE TRACT CONVEYED TO 6682 FM 535 ASSOCIATES, LLC. PER DEED RECORDED AS DOCUMENT NO. 202016475, O.P.R.B.C.T.;

THENCE, ALONG THE COMMON LINE OF SAID CALLED 153.937 ACRE TRACT AND OF SAID CALLED 189.167 ACRE TRACT, S27°33'39"W, A DISTANCE OF 2,657.58 FEET TO A ½-INCH IRON ROD WITH NO CAP FOUND ON THE NORTHERLY LINE OF THE TRACT CONVEYED TO LCRA TRANSMISSION SERVICES CORPORATION PER DEED RECORDED AS DOCUMENT NO. 200116902, O.P.R.B.C.T.;

THENCE, ALONG THE COMMON LINE OF SAID LCRA TRANSMISSION SERVICES CORPORATION TRACT AND OF SAID CALLED 153.937 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. N59°15'03"W, A DISTANCE OF 50.77 FEET TO A ½-INCH IRON ROD WITH NO CAP FOUND AT THE NORTHWEST CORNER OF SAID LCRA TRANSMISSION SERVICES CORPORATION TRACT;
- 2. S26°45'20"W, A DISTANCE OF 450.75 FEET TO A TXDOT TYPE II MONUMENT FOUND ON THE NORTHERLY RIGHT-OF-WAY LINE OF FM 535;

THENCE, ALONG THE COMMON LINE OF THE NORTHERLY RIGHT-OF-WAY LINE OF FM 535 AND OF THE SOUTHERLY LINE OF SAID CALLED 153.937 ACRE TRACT THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

- 1. S89°28'05"W, A DISTANCE OF 267.12 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 2. S89°59'17"W, A DISTANCE OF 142.67 FEET TO A FOUND TXDOT TYPE II MONUMENT, SAID POINT BEING AT THE BEGINNING OF A 1,911.09 FOOT RADIUS CURVE TO THE RIGHT;

- 3. ALONG THE ARC OF SAID 1,911.09 FOOT RADIUS CURVE A DISTANCE OF 200.30 FEET THROUGH A CENTRAL ANGLE OF 06°00'19", AND A CHORD BEARING N74°35'28"W AND DISTANCE OF 200.21 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 4. N62°15'16"W, A DISTANCE OF 138.98 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 5. N62°17'37"W, A DISTANCE OF 271.02 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 6. N61°50'04"W, A DISTANCE OF 196.92 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 7. N63°05'01"W, A DISTANCE OF 16.47 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 8. N60°53'36"W, A DISTANCE OF 94.57 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 9. N61°52'09"W, A DISTANCE OF 239.73 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 10. N61°34'12"W, A DISTANCE OF 36.48 FEET TO A FOUND TXDOT TYPE II MONUMENT, SAID POINT BEING AT THE BEGINNING OF A 1,583.00 FOOT RADIUS CURVE TO THE RIGHT;
- 11. ALONG THE ARC OF SAID 1,583.00 FOOT RADIUS CURVE A DISTANCE OF 167.13 FEET THROUGH A CENTRAL ANGLE OF 06°02'57", AND A CHORD BEARING N43°34'55"W AND DISTANCE OF 167.05 FEET TO THE POINT OF BEGINNING, AND CONTAINING 129.485 ACRES OF LAND, MORE OR LESS.

NOTE: LEGAL DESCRIPTION IS NOT TO BE USED FOR DOCUMENT PREPARATION AND/OR CLOSING PURPOSES, SEE SURVEY REQUIREMENTS ON SCHEDULE "C" HEREIN.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Attachment B

Project Phases and Estimated Values				
	Building	Estimated Value of Real Estate		
	Size	Improvements -		Full
	(Square	Fully Built Out	Initial Occupancy	Occupancy
Phase	Feet)	(Note 1)	(Note 2)	(Note2)
Building 1	400,000	\$ 200,000,000	Q1-2027	Q1-2028
Building 2	800,000	\$ 400,000,000	Q2-2028	Q2-2029
Building 3	800,000	\$400,000,000	Q3-2029	Q2-2030
Building 4	800,000	\$400,000,000	Q2-2030	Q1-2031
Above values are best estimates available at this time and are subject to analysis and discussion with the Bastrop County Appraisal District. Values herein are expressed as real estate values. There may be some classification of these values as personal property, but that will need to be subject to discussion and analysis with the Bastrop County				
Note 2	conservative	ly depicted. Time ntinued site due c	s at this time and ar e lines are subject to diligence, power ava	o change

Attachment C

Why an Abatement is Necessary for the Success of the Project

Obtaining a property tax abatement is critical to the financial feasibility of the project. The decision on whether to proceed with the data center campus at the site is the subject of a financial feasibility study and comparison to other sites where the same capital could be deployed for the same purpose. The Company is also competing to bring a customer to the project site. The incentives associated with the inducement resolution being sought are important to the competitiveness of the site with other locations under consideration by both the Company and its potential customers. Should the customer select an alternative site, the project would not move forward. Without an incentive Project financial viability will be significantly and negatively impacted.

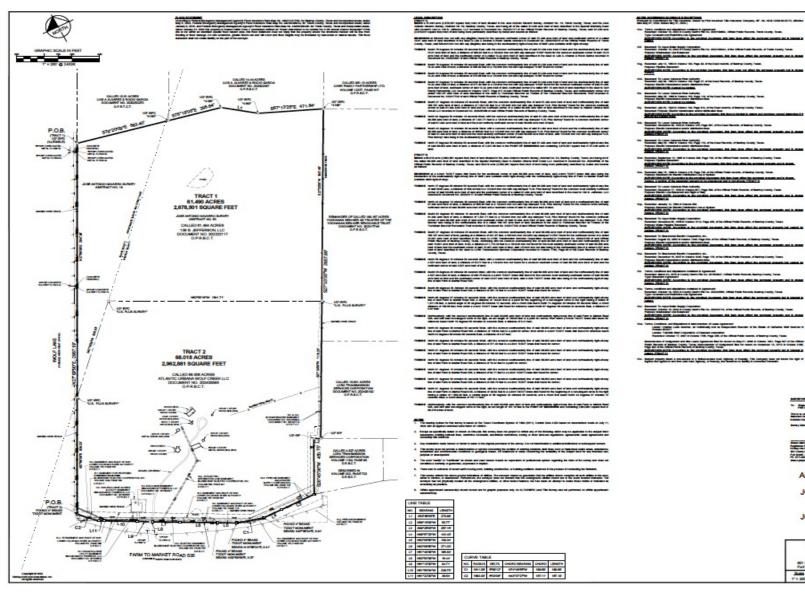
Project Benefits to Bastrop County

- ☐ Creation of 60+ new quality trades and engineering jobs and over \$6+ million in wages and benefits
- ☐ 400-600+ daily onsite construction jobs during the development period
- ☐ Substantial incremental revenue with minimal burden on schools, roads and protective services relative to incremental taxes generated
 - Real estate tax values that are substantially higher than other types of development of similar size
 - Substantial follow-on customer investment in equipment
 - Substantial permitting fees
- ☐ Potential catalyst for future economic development

Attachment D Estimated Job Creation

	Estimated Job			
Position	Count	Estimated Pay	E	xtended Payroll
Chief Engineer	4	\$ 150,000	\$	600,000
Mechanical Engineer	11	\$ 130,000	\$	1,430,000
Electrical Engineer	7	\$ 130,000	\$	910,000
Technical Admin	4	\$ 60,000	\$	240,000
Weekend Facility Tech	10	\$ 90,000	\$	900,000
On-Call Tech	4	\$ 90,000	\$	360,000
Night Shift Response Tech	4	\$ 90,000	\$	360,000
Shift Manager	2	\$ 110,000	\$	220,000
	46		\$	5,020,000
Additional Posiitions				
Security (Customer Provided)	20	\$ 40,000	\$	800,000
Customer Technical Jobs	TBD	TBD		TBD
	60+			\$5,800,000+

Note that amounts herein are not inclusive of, conservatively, 400-600 daily on-site and long-term construction jobs



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PRELIMINARY

ALTA/NSPS LAND TITLE SURVEY 129.508 ACRES JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 53 BASTROP COUNTY, TEXAS JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 18 TRAVIS COUNTY, TEXAS



Exhibit C TxDOT's Plans

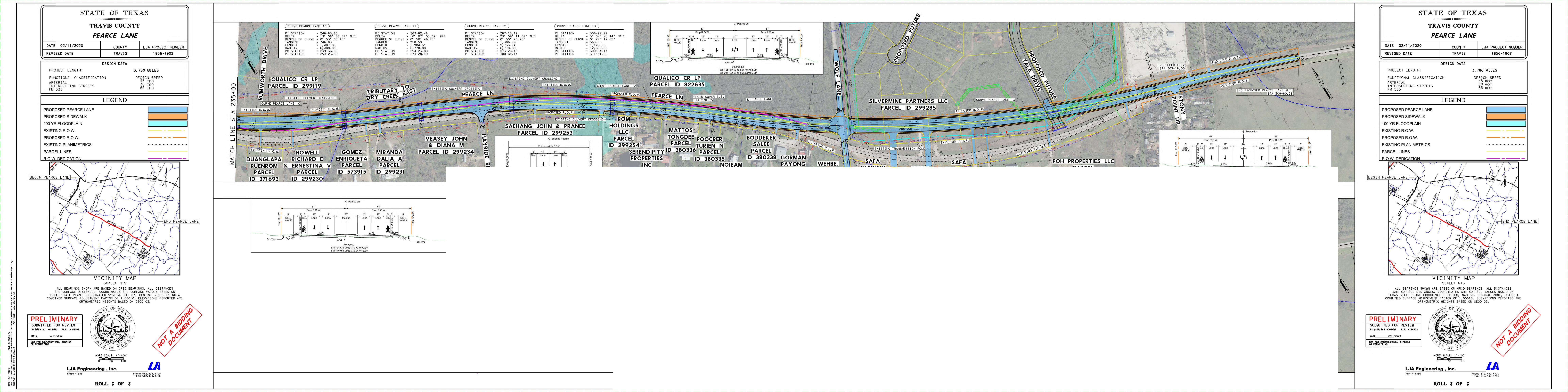


EXHIBIT E

Tax Abatement Agreement (Building 4)

295716094.3 E-1

TAX ABATEMENT AGREEMENT BETWEEN BASTROP COUNTY, TEXAS AND DFW33220N, LLC

This Tax Abatement Agreement (this "Agreement") is entered into by and between Bastrop County, Texas (the "County") duly acting herein by and through its County Judge, and DFW33220N, LLC, including an Affiliate or Subsidiary thereof (together with its successors and assigns, "Owner") effective as of December 9, 2024, and is as follows:

Recitals:

- A. This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act (the "Act"), Texas Tax Code, Chapter 312, as amended; by a resolution adopted by the Commissioners Court of Bastrop County (the "Commissioners Court") on July 22, 2024. The Commissioners Court has previously (i) adopted a resolution stating that the County elects to be eligible to participate in tax abatements, and (ii) adopted the Bastrop County Tax Abatement Policy (Guidelines and Procedures) adopted by the County on July 22, 2024 which are currently in effect (the "Guidelines"); and
- B. The Commissioners Court adopted an order on July 26, 2024 (the "Order", attached hereto as Exhibit A) designating the "Bastrop County, Texas Precinct 1 Reinvestment Zone No 1." for commercial-industrial tax abatement (the "Reinvestment Zone"); the Reinvestment Zone is described in the Order (and the exhibits attached thereto); and
- C. Owner proposes certain improvements generally described as a data center campus (the "Project"), as more fully described in the Owner's application for abatement which is attached to this Agreement as Exhibit B (the "Application"), that will be located on land within the Reinvestment Zone. The Owner proposes to construct the Project in multiple phases, as described in Attachment B to the Application. The improvements described in the Application that are the subject of this Agreement are limited to the improvements pertaining to "Phase 4" or "Building 4" as described in Attachment B to the Application ("Building 4"). The Building 4 Improvements (hereinafter defined) and the Building 4 Facilities (hereinafter defined) will be captured in a separate taxing parcel in the records of the Tax Assessor/Collector for the County for purposes of this Agreement; and
- D. The Commissioners Court, after conducting a hearing and having heard evidence and testimony, has concluded, based on the evidence and testimony presented to it, that the Building 4 Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Agreement and the terms of this Agreement: (i) are consistent with the requirements of the Act and the Guidelines, or to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with the Act, that this Agreement should be entered into notwithstanding any such inconsistency; and (ii) constitute a major investment in the Reinvestment Zone that will be a benefit to the Reinvestment Zone and will contribute to the economic development of the County; and
- E. Proper notice of the County's intent to enter into this Agreement has been provided to the presiding officers of each of the other taxing units levying taxes in the Reinvestment Zone not less than seven (7) days prior to the date on which this Agreement was approved by the Commissioners Court; and

F. This Agreement was adopted at a regularly scheduled meeting of the Commissioners Court which was preceded by thirty day written notice which was properly posted in accordance with the Open Meetings Act and at which a quorum of the Commissioners Court was present; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

- Section 1.01. "Affiliate" or "Affiliate of Owner" shall mean a person who controls, is controlled by, or under common control with another person, where a person shall be deemed to control another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person through an ownership interest or pursuant to a binding agreement; and "Subsidiary" or "Subsidiary of Owner" shall have the meaning assigned to it in the Texas Business Organizations Code.
- Section 1.02. "Background Information" shall include, without limitation, in the case of a proposed assignee or partial assignee and any specific Affiliate or Affiliates of a proposed assignee or partial assignee identified by the County and reasonably pertinent to the County's consent under Article 7 hereof:
 - (1) its legal name or identity;
 - (2) the address of its local office in the County, its registered office and address maintained with the Secretary of State of the State of Texas and its principal or home office; and
 - (3) the state in which it was chartered and its registered office and agent in that state, the name and address of its registered agent and office in the State of Texas, and the names and addresses of all governing persons (as that term is defined by the Texas Business Organizations Code).
- Section 1.03. "Base Value" shall mean, for purposes of the abatement on the Building 4 Facilities, the assessed value, as of January 1, 2024, which is \$365,669.25. Such value shall be determined by the Chief Appraiser of the Bastrop Central Appraisal District (the "Appraisal District").
- Section 1.04. "Building 4 Facilities" shall mean the Building 4 Improvements and all other tangible property or fixtures, more fully described in the Owner's Application, as used by Owner in connection with its data center campus operations in the Reinvestment Zone and shall include any property added to the Building 4 Improvements because of repairs, retrofitting, or additional improvements during the term of this Agreement. Notwithstanding the foregoing sentence, Building 4 Facilities shall include only the following property: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to Chapter 312 of the Texas Tax Code, (iii) it must meet the definition of an improvement or tangible personal property as provided in Chapter 1 of the Texas Tax Code, and (iv) it must be constructed or placed

in the Reinvestment Zone after the date this Agreement is approved by the Commissioners Court.

- Section 1.05. "Building 4 Improvements" shall mean improvements, fixtures, and equipment, which are more particularly described in the Application, identifying the improvements that are to be installed within the Reinvestment Zone. Notwithstanding the foregoing sentence, improvements shall include only the following property: (i) the property must be located within the Reinvestment Zone, (ii) it must be eligible for tax abatement pursuant to the Act, (iii) it must meet the definition of an improvement or tangible personal property as provided in Chapter 1 of the Texas Tax Code, and (iv) it must be constructed or placed in the Reinvestment Zone after the date this Agreement is approved by the Commissioners Court.
- Section 1.06. "Certified Appraised Value" shall mean the final appraised value of property that is subject to property taxation under the Texas Tax Code, as determined and certified by the Appraisal District after the exhaustion of remedies under Texas Tax Code Title 1, Subtitle F, for each taxable year during the Abatement Period.
- Section 1.07 "Initial Appraised Value" shall mean the appraised value of taxable property as determine by the Appraisal District that is subject to property taxation under the Texas Tax Code prior to the exercise of any remedies under Texas Tax Code Title 1, Subtitle F, for each taxable year during the Abatement Period.
- Section 1.08. "Substantial completion," including derivatives of this term, shall mean minimum completion to achieve Project Purpose, with specificity.
- Section 1.09. "Taxes" shall mean ad valorum property taxes, including Maintenance & Operations ("M&O"), Interest and Sinking Funds ("I&S"), and Lateral Road, Farm-to-Market, Road and Bridge, or other special County tax authorized by the Texas Constitution and in effect, either currently-existing or later-imposed, for any year during the Abatement Period with respect to the Building 4 Improvements and Building 4 Facilities.

ARTICLE 2. BUILDING 4 IMPROVEMENTS

- Section 2.01. <u>Building 4 Improvements in Reinvestment Zone.</u> Owner anticipates that it will construct the Building 4 Improvements within the Reinvestment Zone. Owner acknowledges that the abatement granted herein is conditioned upon completion of construction of the Building 4 Improvements within the Reinvestment Zone as provided in Section 3.04 herein.
- Section 2.02. Timing of Building 4 Improvements. Owner projects that construction of the Building 4 Improvements will begin by December 31, 2030 (the "Construction Commencement Date"), and will be substantially completed by December 31, 2033. If Owner has not commenced construction of the Building 4 Improvements by the Construction Commencement Date, or has not substantially completed construction of the Building 4 Improvements by December 31, 2033, then Owner may, in writing, request a one-time, one-year extension of such previous deadline (or such later deadline resulting from Owner's exercise of a force majeure extension as described in Section 9.07 of this Agreement) in the event of power availability limitations, permitting delays, equipment shortages, construction delays or other events or circumstances impacting construction that are beyond Owner's reasonable control. The County shall not

unreasonably withhold, condition, or delay its consent to any such extension. In the event that Owner has not substantially completed construction of the Building 4 Improvements by the later of December 31, 2033 or an extended date, pursuant to the provisions above, this Agreement shall terminate.

Section 2.03. Plans and Specifications, Governmental Requirements, and Workmanship. All Building 4 Improvements shall be constructed and installed substantially in accordance with plans and specifications (as the same may be amended, modified or changed by change orders from time to time, the "Plans and Specifications") prepared by an engineer or architect licensed within one of the states of the United States of America and in accordance with all regulations of any governmental agency or entity having jurisdiction over any aspect of the construction. Owner shall take such steps as are reasonably necessary to see that all work on the Building 4 Improvements is completed in a good and workmanlike manner.

ARTICLE 3. TAX ABATEMENT

- Section 3.01. <u>Tax Abatement Granted</u>. Subject to the terms and conditions of this Agreement, the County agrees to abate 75% of the annual taxes imposed by the County and assessed by the Appraisal District on the increase in the assessed value (above the Base Value) of the Building 4 Facilities located in the Reinvestment Zone for each year during the Abatement Period, as provided by this Agreement.
- Section 3.02. Abatement Period; Commencement Date; Term of Agreement. The period in which taxes are abated (the "Abatement Period") shall begin on the Commencement Date, which shall be the later of: (a) January 1st of the first calendar year after the commencement of commercial operations (the "Commercial Operations Deadline" or "COD") of the Building 4 Facilities, as the term COD is customarily used in the Project industry; or (b) January 1st of the calendar year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner (the "Commencement Date"). The Abatement Period will terminate on December 31st of the tenth (10th) year following the Commencement Date, unless sooner terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve either party of any covenants, obligations, or payments owing to the other as of the date the Agreement is terminated. As used in this Section 3.02, "Notice of Abatement Commencement" means a notice that Owner may, in its sole discretion, deliver to the County stating Owner's desire to commence the Abatement Period. If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the abatement period to begin on January 1, 202_..." and the date stated in the Notice of Abatement Commencement shall be the Commencement Date. Owner shall deliver the Notice of Abatement Commencement not later than the December 31st that immediately precedes the January 1st Commencement Date. Regardless of whether or not Owner delivers a Notice of Abatement Commencement, Owner shall provide certification of the COD in writing both to the County and to the Appraisal District within sixty (60) days of the COD. As required by Chapter 312 of the Texas Tax Code, in no event shall the Abatement Period exceed a period of ten (10) Tax Years.
- Section 3.03. Payments of Taxes. Owner agrees to pay all ad valorem taxes due with respect to any property owned by Owner (including any Affiliate or Subsidiary of Owner) located in the County that is not subject to tax abatement under this Agreement.

- Section 3.04. <u>Conditions to Tax Abatement</u>. The tax abatement granted by this Agreement is expressly conditioned upon the following conditions which must be satisfied throughout the entire term of this Agreement and with which Owner agrees to comply with at all times, subject, however, to the notice and cure rights of Owner set forth in Article 6 hereof:
 - (1) Ownership of the Property. The Owner acquires and owns the real property that is located within the Reinvestment Zone.
 - (2) <u>Construction of the Building 4 Improvements</u>. Owner's timely construction of the Building 4 Improvements in accordance with this Agreement.
 - (3) <u>Operations</u>. Owner's operation of the Building 4 Facilities as a data center campus.
 - (4) <u>Compliance with this Agreement</u>. Owner's compliance with all material covenants and obligations undertaken by Owner pursuant to the terms of this Agreement.
 - (5) <u>Accuracy of Representations</u>. The accuracy and truthfulness in all material respects of the representations by Owner contained in this Agreement as of the date this Agreement is executed and throughout the term of this Agreement.
 - (6) Payment of Taxes. The payment by Owner (including any Affiliate or Subsidiary of Owner), prior to delinquency, of all taxes imposed by the County, any other taxing unit within the County based on the value of, or levied against, the Building 4 Facilities or the Building 4 Improvements. It shall not be a violation of this provision if the party who is assessed the tax in good faith protests the levy or assessment of a particular tax by the timely filing of appropriate proceedings to prosecute a protest or contest of the tax, makes payment of the disputed tax during such protest or contest as required by applicable law, and pays the tax, as finally determined, prior to delinquency as required by applicable law.
 - (7) Continued Operations following Abatement. Owner agrees to continue routine commercial operation of the Building 4 Facilities, including all outages for repair, maintenance and refurbishment, for a period of fifteen (15) years after the end of the Abatement Period. In addition to any other remedies available to the County pursuant to this Agreement or applicable law, upon any breach of this covenant as determined by a final judgment by a court of competent jurisdiction, the County shall be entitled to the remedies specified in Section 6.04 hereof.
 - (8) Annual Certification. Beginning in the year immediately following the Commencement Date and continuing each year thereafter during the Abatement Period, Owner agrees to annually submit a certified, sworn statement acceptable to the Bastrop County Auditor and signed by an authorized officer or employee of Owner that it is in full compliance with its obligations under this Agreement or, if not in full compliance, a statement disclosing the nature of any non-compliance and any reasons therefor.
 - (9) <u>Dedication of Land for Public Improvements</u>. Owner hereby acknowledges that the grant of economic incentives described herein is conditioned on the Owner's

agreement, subject to the terms and limitations provided below, to work with the County and/or the Texas Department of Transportation ("TxDOT") and to cooperate in good faith with their efforts to perform such improvements, including Owner's agreement to dedicate, convey, or otherwise transfer to a transferee designated by the County or TxDOT, sufficient land along the portion of the property adjacent to Pearce Lane (the "Highway") to facilitate the planned expansion of the Highway in accordance with TxDOT's existing plans as of the effective date of this Agreement (the "Plans", dated February 11, 2020, attached hereto as Exhibit C). The foregoing agreement of Owner is subject to and conditioned upon: (a) the improvements being carried out as depicted in the Plans, and (b) reserving the Owner's rights pursuant to all applicable laws and regulations with respect to any impact such improvements or such dedication or conveyance may have on Owner's rights or property, including Owner's right to fair market compensation. The land to be dedicated or conveyed (the "Dedicated Land") shall: (i) conform to the specifications outlined in the Plans, including but not limited to width, alignment, and grading requirements; (ii) be free and clear of all liens, encumbrances, and other restrictions that may impede the use of the Dedicated Land for public purposes, except to the extent such liens, encumbrances and other restrictions exist in the public records as of the date of this Agreement; and (iii) be conveyed to TxDOT or another entity as directed by TxDOT within ninety (90) days of receiving written notice from the County or TxDOT. Owner agrees to coordinate with TxDOT and the County to ensure the proper legal description, platting, and any other documentation necessary to complete the dedication or conveyance of the Dedicated Land. The provisions of this Section 3.04, including Owner's obligations hereunder, shall be deemed to have expired and shall be of no further force and effect after the date that is five (5) years after the effective date of this Agreement.

ARTICLE 4. COVENANTS APPLICABLE TO CONSTRUCTION AND OPERATIONS AFTER CONSTRUCTION

- Inspections. The County shall have the right to inspect the Building 4 Improvements Section 4.01. and the Building 4 Facilities. The County agrees to provide Owner with at least two (2) weeks advance written notice of any such on-site inspection and further agrees that any such on-site inspection shall be conducted at a mutually agreed time and date and in a manner that will not unreasonably interfere with the construction of the Building 4 Improvements or the operation of the Building 4 Facilities. In the event of such inspection, County may be restricted from access to areas physically occupied by the customer/tenant of the data center building, unless County has obtained the express written consent from the customer/tenant prior to the date of such inspection. All such inspections shall be made with one or more representatives of Owner and in accordance with all applicable governmental safety standards. The rights of inspection set forth herein may be exercised by officers, agents, or employees of the County or the Appraisal District. Nothing herein shall be construed to limit or diminish the authority of the County or the Appraisal District to conduct inspections or obtain information under applicable law.
- Section 4.02. <u>Determination of Value</u>. The parties recognize that to the extent required by applicable law, the Chief Appraiser of the Appraisal District shall annually assess the

Certified Appraised Value of all real and personal property making up the Building 4 Facilities without regard to the abatement granted by this Agreement and the Certified Appraised Value of such property after applying the abatement granted this Agreement, and the Chief Appraiser shall then record both values in the appraisal records. The Certified Appraised Value of the Building 4 Facilities without regard to the abatement shall be used to compute the amount of abated taxes that are required to be recaptured and paid to the County in the event recapture of such taxes is required by this Agreement or applicable law. During the term of this Agreement, Owner shall each year furnish the Chief Appraiser of the Appraisal District with such information as is required by applicable law (including a rendition filed under Chapter 22 of the Texas Tax Code and an application for exemption filed under Section 11.28 of the Texas Tax Code) and as may be necessary for the administration of the abatement specified in this Agreement. The Appraisal District will determine the values required herein in any manner permitted by applicable law, but without limitation of Owner's rights in Section 4.03 hereinbelow. A change in the legal description of the property that is the subject of this Agreement (whether by voluntary dedication, eminent domain, or similar action) will not impact the abatement on the rest of the property that is the subject of this Agreement.

Section 4.03. Owner's Right of Protest. Nothing in this Agreement shall limit Owner's right to protest and contest any appraisal or assessment of the Building 4 Facilities in accordance with applicable law. However, the Owner shall be bound by any representations of amounts to be invested subject to abatement in the Application, or contained within this Agreement.

ARTICLE 5. REPRESENTATIONS

- Section 5.01. By the County. The County hereby warrants and represents that this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County.
- Section 5.02. By Owner. Owner hereby warrants and represents to the County:
 - (1) That Owner is a limited liability corporation in good standing under the laws of its state of organization and authorized to do business in the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas;
 - (2) That Owner is not in default in the payment of any taxes owing to the federal, state or any local governmental units within the County;
 - (3) That the officer of Owner signing this Agreement is properly authorized to enter into this Agreement and bind Owner to the terms thereof and Owner is thereby authorized to perform all covenants undertaken by Owner pursuant to this Agreement;
 - (4) That there is no operating agreement, certificate of formation provision, or agreement between Owner and any third party which in any way limits Owner's authority to enter into this Agreement and perform all covenants and agreements set forth herein;

- (5) That none of the tangible personal property that is intended to be a part of the Building 4 Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the effective date of this Agreement; and
- (6) That this Agreement contains each term as agreed to by Owner.

ARTICLE 6. DEFAULT & REMEDIES

- Section 6.01. <u>Default In Constructing Building 4 Improvements; Cross-Default in Constructing Building 1 Improvements, Building 2 Improvements, and Building 3 Improvements.</u>
 - (1) If Owner fails to complete the Building 4 Improvements in the manner, and within the time period stated in this Agreement, and Owner's failure to comply with those provisions of this Agreement are not cured following notice to Owner pursuant to Section 6.03 below, Owner shall be in default under the terms of this Agreement. In the event of a default in the construction of the Building 4 Improvements the County may terminate or cancel this Agreement and Owner shall pay to the County all tax revenues (including penalties, interest, attorney's fees and costs) that would have been payable to the County in the absence of this Agreement for any portion of the Building 4 Improvements that are constructed.
 - (2) If Owner fails to commence construction of the Building 1 Improvements, the Building 2 Improvements, and the Building 3 Improvements by their respective Construction Commencement Date (each as defined in their respective tax abatement agreement and as described in Attachment B to the Application), or fails to complete the Building 1 Improvements, the Building 2 Improvements, and the Building 3 Improvements in the manner, and within the time period stated in their respective tax abatement agreement, and Owner's failure to comply with those provisions of the respective tax abatement agreement are not cured according to the terms of the respective tax abatement agreement, Owner shall be in default under the terms of this Agreement. The sequence of building construction could vary from that which is reflected on the Application for Abatement. Buildings 1, 2 and 3 will be deemed to be such for purposes of this Article, based on the actual order in which buildings are constructed.
- Section 6.02. <u>Default In Operations, Payments or Performance of Other Covenants</u>. The occurrence of any of the following circumstances shall be an event of default under the terms of this Agreement:
 - (1) Owner fails to timely pay any amounts owing to County pursuant to this Agreement, including taxes owed to the County or any other taxing unit within the County, or fails to timely and properly follow applicable procedures for protest or contest of any such taxes; or
 - Owner fails to timely perform any material covenant, condition or agreement it has undertaken pursuant to the terms of this Agreement; or
 - (3) Any representation made by Owner in Section 5.02 of this Agreement is materially untrue or, with the passage of time, becomes materially untrue; or

- (4) Owner fails to maintain continued operations in accordance with Section 3.04(7).
- Section 6.03. Notice, Right to Cure. Upon the occurrence of an event of default (including default under Sections 6.01 or 6.02 above), the County shall give the Owner written notice specifying the default.
 - (1) <u>Monetary Defaults</u>. If the event of default relates to the payment of money, Owner shall cure such default within 90 days of the date of the notice from the County.
 - (2) <u>Non-Monetary Defaults</u>. If the event of default is based upon an event other than a default in the payment of money, Owner shall cure such default within ninety (90) days of the date of the notice of default by the County. This cure period shall be extended such additional time period as the documentation demonstrates is reasonably necessary to cure the default provided that Owner has commenced the cure and is diligently proceeding with such cure.
- Section 6.04. Remedies. If an event of default is not cured in accordance with Section 6.03 above, then the County may terminate this Agreement. If there is a default (other than a default pursuant to Section 6.01 above) that is not cured by Owner within the time permitted by Section 6.03, Owner shall not be entitled to abatement of taxes for the calendar year in which the default occurs and any subsequent calendar year on which the default remains uncured for any period. If a default continues over more than one day, it will be considered to have occurred on the date on which it first occurred. Regardless of any other term of this Agreement, in the event that Owner fails to comply with this Agreement, the County may cancel or modify the Agreement, as allowed by the Act.
- Section 6.05. Mortgagee Protection. Notwithstanding any other provision hereof, County agrees that Owner may, without any further consent from the County, mortgage, pledge, or otherwise encumber its interest in the Building 4 Improvements and Building 4 Facilities, and Owner's lease and easement agreements related to the land on which the Building 4 Improvements and Building 4 Facilities are located ("Leases"), to any lender or to any trustee or beneficiary under a deed of trust or to any master or special servicer (a "Mortgagee") for the purpose of financing operations of the Building 4 Facilities, constructing the Building 4 Improvements or acquiring additional equipment for the Building 4 Facilities following any initial phase of construction (a "Financing"). Any Mortgagee shall be entitled to receive the same written notice of any default as County is required to provide Owner hereunder so long as County has been provided notice of the identity and address of such Mortgagee, and such Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as Owner. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

The County shall, within ten (10) business days after receipt of a written request from Owner, execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by Owner (including a Mortgagee or prospective purchaser, assignee or investor). Without limitation, such estoppel certificate may include a certification as to the status of this Agreement, the existence of any defaults and the amount of any payments or other amounts due from Owner hereunder.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION Section 6.06. CONTAINED HEREIN, TERMINATION 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 THIS AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED HEREIN, ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE FAILS OWNER TO MAKE THE SPECIFIED BUILDING 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 SECTION ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, 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.

ARTICLE 7. ASSIGNMENT

- Section 7.01. Assignment. So long as no default exists and is continuing at the time of the proposed assignment and Owner provides the information required under Section 7.02 hereinbelow, and subject to the restrictions set forth in Section 7.04, Owner may, with the consent of the County, assign, in whole or in part, any of its rights or obligations under the terms of this Agreement or in the Building 4 Improvements, Leases or the Building 4 Facilities. Consent of the County may only be withheld under those circumstances described in Section 7.03 below. After an assignment that is completed in accordance with the requirements of this Agreement, Owner shall have no further rights, duties, or obligations under this Agreement to the extent such rights, duties, and obligations have been assumed by the assignee. Notwithstanding the foregoing, (i) an assignment of this Agreement pursuant to Section 6.06, including in connection with the foreclosure of the lien of any Mortgagee securing any Financing or conveyance in lieu thereof, shall not require the consent of the County; and (ii) an assignment of this Agreement in whole or part by Owner to an Affiliate of Owner in connection with the transfer by Owner of Building 4 Improvements or Building 4 Facilities to such Affiliate shall not require the consent of the County, provided that Owner shall provide written notice of such assignment to the County, and Owner and such Affiliate shall comply with Section 7.04(1) hereof.
- Section 7.02. <u>Information on Assignee to be Provided to County; Timing of Consent.</u> In the event Owner proposes to assign all or any portion of its interest in the Building 4 Facilities in a transaction that requires the County's consent, Owner agrees to provide the County the Background Information (as defined in Section 1.02) on the proposed assignee.
- Section 7.03. <u>County May Withhold Consent</u>. The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the

Agreement and pay the tax assessments from the County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein; (ii) the proposed assignee has a record of violations or defaults with respect to its operations of storage projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement; or (iii) the assignee does not comply with each of the conditions to assignment set forth in Section 7.04 below. If the County reasonably requests additional information, the County, the Owner, and the prospective assignee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise Owner in writing of whether it consents to a proposed assignment not later than 30 days from the date the County is provided with all information required by Section 1.02. If the County withholds consent, it shall provide the reasons it is doing so in the written decision. If Owner disagrees with the County's denial of consent, within thirty (30) days following Owner's written request the Parties shall submit the consent issue to binding arbitration by an arbitrator acceptable to both parties. If the parties cannot agree on an arbitrator, the American Arbitration Association ("AAA") shall appoint an arbitrator and preside over the arbitration pursuant to AAA's commercial arbitration rules then in effect. Unless otherwise agreed in writing by the parties, the venue for such arbitration shall be at a location within the County.

- Section 7.04. <u>Conditions to Assignment</u>. Owner's assignment shall also be conditioned on the following:
 - (1) The execution and delivery to the County of an addendum to this Agreement, in a form substantially similar to this Agreement, wherein: (i) in the case of a partial assignment, it is executed by the Owner and the assignee and provides that each of them assume and agree to timely discharge all covenants and obligations under the terms of this Agreement; and (ii) in the case of a full assignment, it is executed by the assignee and provides that assignee assumes and agrees to timely discharge all covenants and obligations undertaken by Owner under the terms of this Agreement;
 - (2) Proof reasonably acceptable to the County (which may be in the form of an opinion of legal counsel) that the assignee is authorized to sign the addendum and perform the covenants and obligations thereby undertaken;
 - (3) The absence of any event of default under the terms of this Agreement for which a notice of default has been given and the cure period has expired; and

ARTICLE 8. NOTICES

Section 8.01. Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addresses or the named representatives thereof, or when mailed by prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Bastrop County, Texas Attn: County Judge Bastrop County Courthouse 804 Pecan Street Bastrop, Texas 78602

If to the Owner:

DFW33220N, LLC

Attn: Brian Alperstein, General Counsel Address: 2201 Cooperative Way, #400 City, State ZIP: Herndon, Virginia 20171

Either party may change the address for notices by a written notice forwarded in accordance with the foregoing.

ARTICLE 9. GENERAL PROVISIONS

- Section 9.01. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be in a court of competent jurisdiction in Bastrop County, Texas, or in a United States District Court of Texas having Bastrop County within its original jurisdiction. Venue may not be assigned or transferred elsewhere.
- Section 9.02. <u>Waiver</u>. The failure of either party to enforce any right or demand strict performance of any obligation of the other party under this Agreement shall not operate as, or be construed to be, a waiver of such right or obligation.
- Section 9.03. Entire Agreement, Interpretation. This Agreement, including the Exhibits attached hereto and incorporated herein by reference, collectively constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence or agreements, written or oral. This Agreement may only be amended by a written instrument signed by both parties or their duly authorized officers or representatives. The language of this Agreement shall be construed as a whole according to its fair and common meaning and shall not be construed for or against either of the parties hereto. All titles or headings to sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of this Agreement, such content being controlling as to the agreement between the parties hereto.
- Section 9.04. Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

- Section 9.05. 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 the Company from the County 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 rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time 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. 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.
- Section 9.06. Owner as Party to Litigation. In the event any litigation is initiated questioning or challenging the validity of this Agreement or any part hereof or any of the underlying orders or Commissioners Court actions authorizing the same, the County agrees not to object to the Owner's joinder or intervention in such litigation.
- Force Majeure. If Owner's performance of any obligation or obligations under this Section 9.07. Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of Owner, then Owner shall be excused from the performance of any such obligation or obligations during the period of time that Owner is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. 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. Any period of suspension under this Section may, at the request of Owner, extend its construction period under Section 2.02 of this Agreement, but for no longer than the duration of the Force Majeure event. Contingencies or causes beyond the control of Owner include, without limitation:
 - (1) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, and labor disputes or strikes;
 - (2) The current coronavirus pandemic or governmental actions, governmental shut-downs, travel restrictions, quarantines, or business closings stemming therefrom;
 - (3) To the extent it affects the Owner's ability to perform a non-monetary covenant or obligation under this Agreement, a change in a governmental law or regulation if Owner complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation.

Any party claiming delay due to an event of Force Majeure must provide written notice to the other party promptly upon learning of such event, and in such notice must provide a reasonable description of the event of Force Majeure, the date of commencement of the event of Force Majeure, and the nature of the delay anticipated to be incurred as a result thereof. The party claiming Force Majeure must also provide written notice to the other party of the cessation of the event of Force Majeure, including a reasonable description of the resolution of the event of Force Majeure and the date on which the Force Majeure was resolved.

- Section 9.08. <u>Multiple Counterparts</u>. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement. Once all parties to this Agreement have signed a counterpart, this Agreement shall be binding on and inure to the benefit of the parties, their respective successors and permitted assigns in accordance with the terms hereof.
- Section 9.09. Recording of Agreement. The parties agree to execute this Agreement in recordable form and that a duplicate of this Agreement shall be entered in the Official Minutes of the Commissioners Court of Bastrop County, Texas.
- Section 9.10. <u>Adoption of Agreement</u>. The County agrees that any other taxing unit eligible to enter into agreements relating to the abatement of taxes may adopt all or any portion of this Agreement.
- Section 9.11. <u>Further Acts</u>. The parties each agree to cooperate fully with the other and to take such further action and execute such other documents or instruments as necessary or appropriate to implement the terms of this Agreement.
- Section 9.12. <u>Conflict with Guidelines</u>. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines, the Amendment is excepted from the Guidelines.
- Section 9.13 Indemnity. Owner agrees to indemnify, defend, and hold County harmless against and from all liabilities, damages, claims, and expenses, including without limitation reasonable attorneys' fees, that may be imposed upon or asserted against County by any third party in connection with Owner's alleged breach of this Agreement. Owner shall not be required to indemnify, defend, and hold County harmless against third party claims asserting procedural defects relating to the County's adoption of this Agreement. Owner will reimburse the County for all costs, including reasonable and necessary legal fees, in any final disposition of a claim that is subject to indemnification by Owner under the first sentence of this Section, whether by adjudication in court or alternative dispute resolution procedures, provided that Owner shall not be responsible for reimbursement of County for any matter that the County agrees to settle without the approval of Owner, which shall not be unreasonably withheld.
- Section 9.14. <u>Plurality, Gender, and Headings.</u> In this Agreement, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other ender. Headings in this Agreement are descriptive only, and not terms of inclusion or exclusion.
- Section 9.15. Relationship of Parties. The Owner, including its agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance

of services covered under this Agreement. The Parties represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County.

- Section 9.16. <u>Default, Cumulative Rights, and Mitigation</u>. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages.
- Section 9.17. Review by Counsel. The County and the Owner acknowledge that each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments or exhibits hereto.
- Section 9.18. Attorney's Fees. Except as otherwise expressly provided in this Agreement, (i) each of the Parties shall pay its own costs and expenses relating to this Agreement, including its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement, and (ii) in the event of a dispute between the Parties in connection with this Agreement, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of all attorneys' fees, costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party to the extent allowed by law.
- Section 9.19. Signatory Warranty. The signatories for the County and the Owner represent that each has the full right, power, and authority to enter into and perform this Agreement in accordance with all of its terms and conditions, and that the execution and delivery of this Agreement has been made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances, and provisions set forth in this Agreement.

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SIGNED on this the 9th day of December, 2024.

Attest:

BASTROP COUNTY, TEXAS:

Gregory Klaus

Bastrop County Judge

Krista Bartsch

Bastrop County Clerk

DEW33990N I.I.C.

Edmund Wilson ...

Title:

C00

Attachments:

Exhibit A: Order Designating the Reinvestment Zone

Exhibit B: Application for Abatement

Exhibit C: TxDOT's Plans

Exhibit A Order Designating the Reinvestment Zone

ORDER

AN ORDER OF THE COMMISSIONERS COURT OF BASTROP COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE UNDER CHAPTER 312, AS AMENDED, TEXAS TAX CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 312, Texas Tax Code, as amended (*Chapter 312*) authorizes Bastrop County, Texas (the *County*) to designate a reinvestment zone within the County and enter into an ad valorem tax abatement agreement with any owner of real property located therein; and

WHEREAS, Section 312.002(a) of Chapter 312 provides that the County may not designate an area as a reinvestment zone and enter into a tax abatement agreement unless (i) the Commissioners Court of the County (the *Court*) has established guidelines and criteria governing tax abatement agreements entered into by the County (*Guidelines and Criteria*) and (ii) adopts a resolution stating that the County elects to become eligible to participate in tax abatement; and

WHEREAS, the Court, on July 22, 2024, adopted a resolution in which it, among other matters, established the Guidelines and Criteria and elected to become eligible to participate in tax abatement; and

WHEREAS, the owners of an area of real property, as further described and identified in Exhibit A hereto (the *Property*), has made application (the *Application*) to the County seeking that it designate such Property as a reinvestment zone under Chapter 312 and, in exchange therefor, such owners will (i) develop the Property in a manner that the Court hereby deems advisable and that would not otherwise occur without such designation and (ii) annually make to the County a "payment in lieu of taxes" for a specified duration; and

WHEREAS, Chapter 312 states that the County cannot adopt an order designating an area as a reinvestment zone unless the Court has held a public hearing on such designation (the *Hearing*) and, at least seven days prior thereto, published notice of the time, place, and subject of the Hearing in a newspaper of general circulation within the County (the *Published Notice*) and mailed such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone (the *Mailed Notice*); and

WHEREAS, the Court caused the Published Notice to be published in the *Austin American-Statesman* on July 19, 2024 and mailed the Mailed Notice to the presiding officers of the Bastrop Independent School District and Bastrop County Emergency Services District No. 1 (the *Other Taxing Entities*) on July 19, 2024; and

WHEREAS, the Court conducted the Hearing on July 26, 2024, at which time interested persons were allowed to speak and present evidence for or against the creation of a reinvestment zone upon the Property; and

WHEREAS, the Court hereby finds that the improvements to the Property that are sought (as described in the Application) are feasible and practical and will be a benefit to the Property and

to the County after expiration of a tax abatement agreement entered into by the County pursuant to Chapter 312; and

WHEREAS, the Court hereby finds that all conditions to its creating a reinvestment zone which boundaries are coterminous with the Property to the extent such Property is within the boundaries of the County, as specified in Chapter 312, have been satisfied and that the County's creating such a reinvestment zone is in its best interests and the best interests of its residents; and

NOW, THEREFORE, BE IT ORDERED BY THE BASTROP COUNTY COMMISSIONERS COURT:

- **SECTION 1.** Pursuant to and in accordance with Chapter 312, the County hereby designates an area of the County, which boundaries are coterminous with the boundaries of the Property to the extent such Property is within the boundaries of the County, as a commercial-industrial reinvestment zone under Chapter 312 and entitles such reinvestment zone "Bastrop County, Texas Precinct 1 Reinvestment Zone No 1." (the *Zone*). The effective date of the Zone's creation shall be the effective date of this Order and such designation shall remain in effect for a period ending on the fifth (5th) anniversary of the date of such effective date.
- **SECTION 2.** In addition to the findings of this Court made in the recitals hereof, the Court finds that (i) the Zone does not include the territory of any municipality and (ii) creation of the Zone will contribute to the retention or expansion of primary employment or will attract major investment within the Zone that will be a benefit to the Property and will contribute to the economic development of the County.
- **SECTION 3.** The Court hereby accepts the Application and finds its contents compliant with the applicable provisions of Chapter 312 and the requirements of the Guidelines and Criteria.
- **SECTION 4.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Court.
- **SECTION 5.** All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters resolved herein.
- **SECTION 6.** This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- **SECTION 7.** If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Court hereby declares that this Order would have been enacted without such invalid provision.
- **SECTION 8.** It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

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SECTION 9. This Order shall be in force and effect from and after the date of its adoption, and it is so ordered.

* * *

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PASSED AND APPROVED, this the 26th day of July, 2024.

BASTROP COUNTY, TEXAS

County Judge

ATTEST:

County Clerk and Ex-Officio

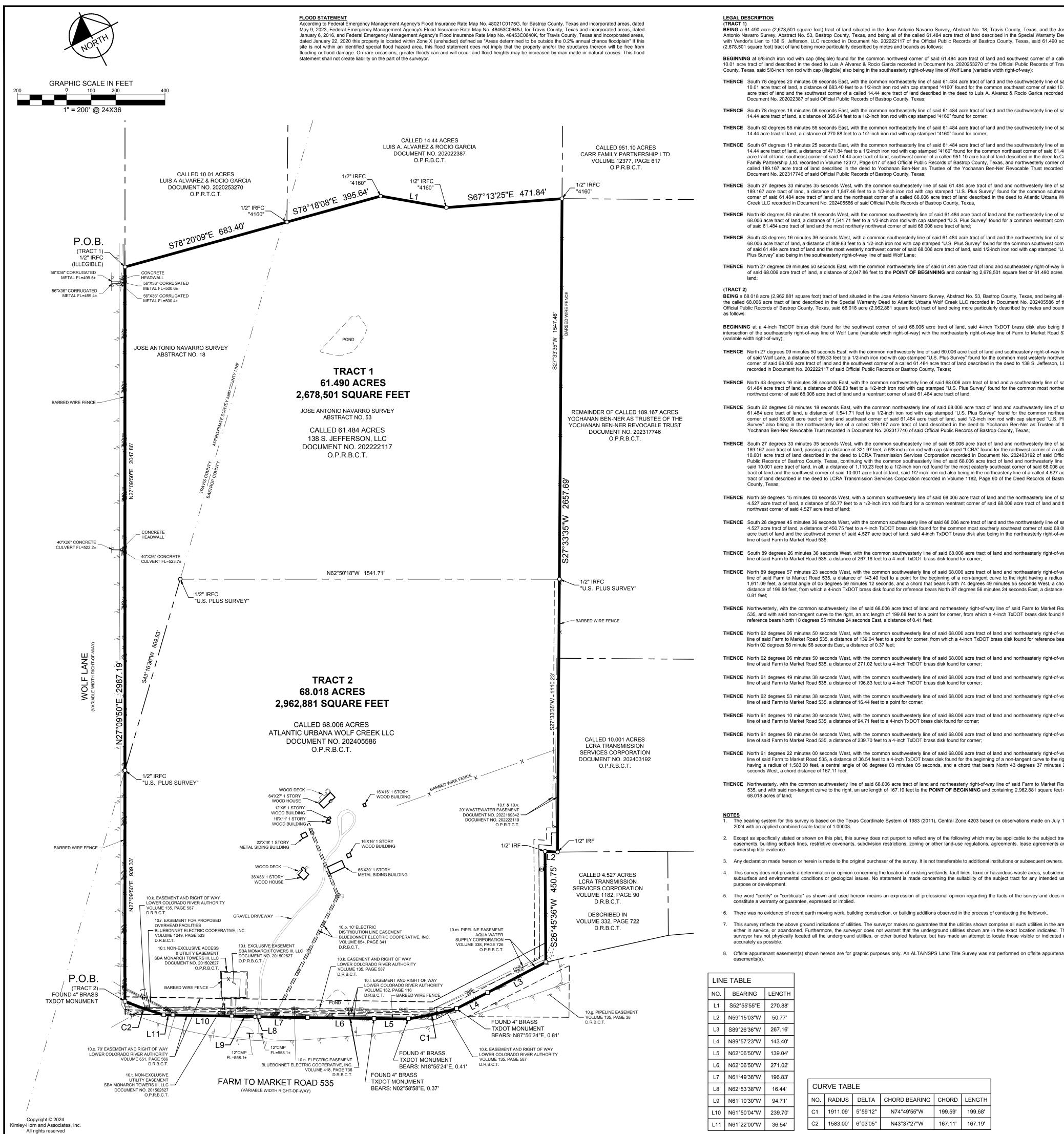
Clerk of the Commissioners Court

(SEAL OF THE COMMISSIONERS COURT)

EXHIBIT A

PROPERTY DESCRIPTION AND LOCATION MAP

202194171.3 A-1



LEGAL DESCRIPTION (TRACT 1)

BEING a 61.490 acre (2,678,501 square foot) tract of land situated in the Jose Antonio Navarro Survey, Abstract No. 18, Travis County, Texas, and the Jose Antonio Navarro Survey, Abstract No. 53, Bastrop County, Texas, and being all of the called 61.484 acre tract of land described in the Special Warranty Deed with Vendor's Lien to 138 S. Jefferson, LLC recorded in Document No. 202222117 of the Official Public Records of Bastrop County, Texas, said 61.490 acre (2,678,501 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at 5/8-inch iron rod with cap (illegible) found for the common northwest corner of said 61.484 acre tract of land and southwest corner of a called 10.01 acre tract of land described in the deed to Luis A Alvarez & Rocio Garcia recorded in Document No. 2020253270 of the Official Public Records of Travis County, Texas, said 5/8-inch iron rod with cap (illegible) also being in the southeasterly right-of-way line of Wolf Lane (variable width right-of-way);

- THENCE South 78 degrees 20 minutes 09 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 10.01 acre tract of land, a distance of 683.40 feet to a 1/2-inch iron rod with cap stamped "4160" found for the common southeast corner of said 10.01 acre tract of land and the southwest corner of a called 14.44 acre tract of land described in the deed to Luis A. Alvarez & Rocio Garica recorded in Document No. 202022387 of said Official Public Records of Bastrop County, Texas;
- THENCE South 78 degrees 18 minutes 08 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 395.64 feet to a 1/2-inch iron rod with cap stamped "4160" found for corner;
- THENCE South 52 degrees 55 minutes 55 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 270.88 feet to a 1/2-inch iron rod with cap stamped "4160" found for corner;
- THENCE South 67 degrees 13 minutes 25 seconds East, with the common northeasterly line of said 61.484 acre tract of land and the southwesterly line of said 14.44 acre tract of land, a distance of 471.84 feet to a 1/2-inch iron rod with cap stamped "4160" found for the common northeast corner of said 61.484 acre tract of land, southeast corner of said 14,44 acre tract of land, southwest corner of a called 951,10 acre tract of land, described in the deed to Carr Family Partnership ,Ltd. recorded in Volume 12377, Page 617 of said Official Public Records of Bastrop County, Texas, and northwesterly corner of a called 189.167 acre tract of land described in the deed to Yochanan Ben-Ner as Trustee of the Yochanan Ben-Ner Revocable Trust recorded in Document No. 202317746 of said Official Public Records of Bastrop County, Texas;
- THENCE South 27 degrees 33 minutes 35 seconds West, with the common southeasterly line of said 61.484 acre tract of land and northwesterly line of said 189.167 acre tract of land, a distance of 1.547.46 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common southeast corner of said 61.484 acre tract of land and the northeast corner of a called 68.006 acre tract of land described in the deed to Atlantic Urbana Wolf
- Creek LLC recorded in Document No. 202405586 of said Official Public Records of Bastrop County, Texas, THENCE North 62 degrees 50 minutes 18 seconds West, with the common southwesterly line of said 61.484 acre tract of land and the northeasterly line of said 68.006 acre tract of land, a distance of 1,541.71 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for a common reentrant corner
- of said 61.484 acre tract of land and the most northerly northwest corner of said 68.006 acre tract of land; THENCE South 43 degrees 16 minutes 36 seconds West, with a common southeasterly line of said 61.484 acre tract of land and the northwesterly line of said 68.006 acre tract of land, a distance of 809.83 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common southwest corner of said 61.484 acre tract of land and the most westerly northwest corner of said 68.006 acre tract of land, said 1/2-inch iron rod with cap stamped "U.S.
- THENCE North 27 degrees 09 minutes 50 seconds East, with the common northwesterly line of said 61.484 acre tract of land and southeasterly right-of-way line of said 68.006 acre tract of land, a distance of 2,047.86 feet to the POINT OF BEGINNING and containing 2,678,501 square feet or 61.490 acres of

BEING a 68.018 acre (2,962,881 square foot) tract of land situated in the Jose Antonio Navarro Survey, Abstract No. 53, Bastrop County, Texas, and being all of the called 68 006 acre tract of land described in the Special Warranty Deed to Atlantic Urbana Wolf Creek LLC recorded in Document No. 202405586 of the Official Public Records of Bastrop County, Texas, said 68,018 acre (2,962,881 square foot) tract of land being more particularly described by metes and bounds

Plus Survey" also being in the southeasterly right-of-way line of said Wolf Lane;

BEGINNING at a 4-inch TxDOT brass disk found for the southwest corner of said 68.006 acre tract of land, said 4-inch TxDOT brass disk also being the intersection of the southeasterly right-of-way line of Wolf Lane (variable width right-of-way) with the northeasterly right-of-way line of Farm to Market Road 535 (variable width right-of-way);

- THENCE North 27 degrees 09 minutes 50 seconds East, with the common northwesterly line of said 60,006 acre tract of land and southeasterly right-of-way line of said Wolf Lane, a distance of 939.33 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common most westerly northwest corner of said 68.006 acre tract of land and the southwest corner of a called 61.484 acre tract of land described in the deed to 138 S. Jefferson, LLC recorded in Document No. 202222117 of said Official Public Records or Bastrop County, Texas;
- THENCE North 43 degrees 16 minutes 36 seconds East, with the common northwesterly line of said 68.006 acre tract of land and a southeasterly line of said 61.484 acre tract of land, a distance of 809.83 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common most northerly northwest corner of said 68.006 acre tract of land and a reentrant corner of said 61.484 acre tract of land;
- THENCE South 62 degrees 50 minutes 18 seconds East, with the common northeasterly line of said 68.006 acre tract of land and southwesterly line of said 61.484 acre tract of land, a distance of 1,541.71 feet to a 1/2-inch iron rod with cap stamped "U.S. Plus Survey" found for the common northeast corner of said 68.006 acre tract of land and southeast corner of said 61.484 acre tract of land, said 1/2-inch iron rod with cap stamped "U.S. Plus Survey" also being in the northwesterly line of a called 189.167 acre tract of land described in the deed to Yochanan Ben-Ner as Trustee of the ochanan Ben-Ner Revocable Trust recorded in Document No. 202317746 of said Official Public Records of Bastrop County, Texas
- THENCE South 27 degrees 33 minutes 35 seconds West, with the common southeasterly line of said 68.006 acre tract of land and northwesterly line of said 189.167 acre tract of land, passing at a distance of 321.97 feet, a 5/8 inch iron rod with cap stamped "LCRA" found for the northwest corner of a called 10.001 acre tract of land described in the deed to LCRA Transmission Services Corporation recorded in Document No. 202403192 of said Official Public Records of Bastrop County, Texas, continuing with the common southeasterly line of said 68.006 acre tract of land and northwesterly line of said 10.001 acre tract of land, in all, a distance of 1,110.23 feet to a 1/2-inch iron rod found for the most easterly southeast corner of said 68.006 acre tract of land and the southwest corner of said 10.001 acre tract of land, said 1/2 inch iron rod also being in the northeasterly line of a called 4.527 acre tract of land described in the deed to LCRA Transmission Services Corporation recorded in Volume 1182, Page 90 of the Deed Records of Bastrop
- THENCE North 59 degrees 15 minutes 03 seconds West, with a common southwesterly line of said 68.006 acre tract of land and the northeasterly line of said 4.527 acre tract of land, a distance of 50.77 feet to a 1/2-inch iron rod found for a common reentrant corner of said 68.006 acre tract of land and the northwest corner of said 4.527 acre tract of land:
- THENCE South 26 degrees 45 minutes 36 seconds West, with the common southeasterly line of said 68.006 acre tract of land and the northwesterly line of said 4.527 acre tract of land, a distance of 450.75 feet to a 4-inch TxDOT brass disk found for the common most southerly southeast corner of said 68.006 acre tract of land and the southwest corner of said 4.527 acre tract of land, said 4-inch TxDOT brass disk also being in the northeasterly right-of-way line of said Farm to Market Road 535:
- THENCE South 89 degrees 26 minutes 36 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 267.16 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 89 degrees 57 minutes 23 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 143.40 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1,911.09 feet, a central angle of 05 degrees 59 minutes 12 seconds, and a chord that bears North 74 degrees 49 minutes 55 seconds West, a chord distance of 199.59 feet, from which a 4-inch TxDOT brass disk found for reference bears North 87 degrees 56 minutes 24 seconds East, a distance of
- THENCE Northwesterly, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, and with said non-tangent curve to the right, an arc length of 199.68 feet to a point for corner, from which a 4-inch TxDOT brass disk found for reference bears North 18 degrees 55 minutes 24 seconds East, a distance of 0.41 feet;
- THENCE North 62 degrees 06 minutes 50 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 139.04 feet to a point for corner, from which a 4-inch TxDOT brass disk found for reference bears North 02 degrees 58 minute 58 seconds East, a distance of 0.37 feet;
- THENCE North 62 degrees 06 minutes 50 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 271.02 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 61 degrees 49 minutes 38 seconds West, with the common southwesterly line of said 68,006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 196.83 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 62 degrees 53 minutes 38 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 16.44 feet to a point for corner
- THENCE North 61 degrees 10 minutes 30 seconds West, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 94.71 feet to a 4-inch TxDOT brass disk found for corner
- THENCE North 61 degrees 50 minutes 04 seconds West with the common southwesterly line of said 68 006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 239.70 feet to a 4-inch TxDOT brass disk found for corner;
- THENCE North 61 degrees 22 minutes 00 seconds West, with the common southwesterly line of said 68,006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, a distance of 36.54 feet to a 4-inch TxDOT brass disk found for the beginning of a non-tangent curve to the right having a radius of 1,583.00 feet, a central angle of 06 degrees 03 minutes 05 seconds, and a chord that bears North 43 degrees 37 minutes 27 seconds West, a chord distance of 167.11 feet
- THENCE Northwesterly, with the common southwesterly line of said 68.006 acre tract of land and northeasterly right-of-way line of said Farm to Market Road 535, and with said non-tangent curve to the right, an arc length of 167.19 feet to the POINT OF BEGINNING and containing 2,962,881 square feet or

- 1. The bearing system for this survey is based on the Texas Coordinate System of 1983 (2011), Central Zone 4203 based on observations made on July 11
- 2. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land-use regulations, agreements, lease agreements and ownership title evidence.
- 4. This survey does not provide a determination or opinion concerning the location of existing wetlands, fault lines, toxic or hazardous waste areas, subsidence
- subsurface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject tract for any intended use,
- 5. The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied
- 6. There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork
- 7. This survey reflects the above ground indications of utilities. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service, or abandoned. Furthermore, the surveyor does not warrant that the underground utilities shown are in the exact location indicated. The surveyor has not physically located all the underground utilities, or other buried features, but has made an attempt to locate those visible or indicated as
- 8. Offsite appurtenant easement(s) shown hereon are for graphic purposes only. An ALTA/NSPS Land Title Survey was not performed on offsite appurtenant

LINE TABLE		
NO.	BEARING	LENGTH
L1	S52°55'55"E	270.88'
L2	N59°15'03"W	50.77'
L3	S89°26'36"W	267.16'
L4	N89°57'23"W	143.40'
L5	N62°06'50"W	139.04'
L6	N62°06'50"W	271.02'
L7	N61°49'38"W	196.83'
L8	N62°53'38"W	16.44'
L9	N61°10'30"W	94.71'
L10	N61°50'04"W	239.70'

CUF	RVE TAB	LE			
NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGT
C1	1911.09'	5°59'12"	N74°49'55"W	199.59'	199.68
C2	1583.00'	6°03'05"	N43°37'27"W	167.11'	167.19

NOTES ADDRESSING SCHEDULE B EXCEPTIONS

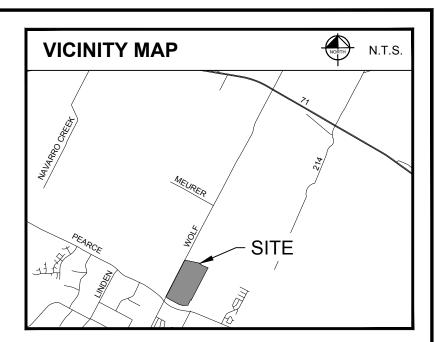
10.f. Easement To: Aqua Water Supply Corporation

(Pursuant to Commitment for Title Insurance, issued by First American Title Insurance Company, GF. No. NCS-1220400-DC72, effective date May 07, 2024, issued May 31, 2024.)

- 10.e. Terms, conditions and stipulations contained in Agreement: Recorded: October 18, 2022 in County Clerk's File No. 2022168854, Official Public Records, Travis County, Texas. Type: Covenant and Restrictive Use Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- Recorded: October 19, 2022 in County Clerk's File No. 2022169342, of the Official Public Records, of Travis County, Texas. Purpose: Wastewater Line Easemen SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.g. Recorded: July 12, 1952 in Volume 135, Page 38, of the Deed records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does not affect the surveyed property but is shown
- 10.h. Easement To: Lower Colorado River Authority Recorded: July 08, 1952 in Volume 135, Page 27, of the Deed Records, of Bastrop County, Texas. Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: Cannot be plotted.
- 10.i. Easement To: Lower Colorado River Authority Recorded: May 25, 1960 in Volume 152, Page 118, of the Deed Records, of Bastrop County, Texas.
- Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: Cannot be plotted.
- 10.j. Recorded: July 02, 1940 in Volume 103, Page 614, of the Deed records, of Bastrop County, Texas. asement Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: According to the provided document, this item is blanket in nature and surveyor cannot determine if it
- 10.k. Easement To: Lower Colorado River Authority Recorded: November 28, 1952 in Volume 135, Page 587, of the Deed Records, of Bastrop County, Texas.
- Purpose: Electric transmission and/or distribution line SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.I. Easement To: Lower Colorado River Authority Recorded: May 25, 1960 in Volume 152, Page 116, of the Deed Records, of Bastrop County, Texas. Purpose: Electric transmission and/or distribution lines SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.m. Recorded: September 12, 1985 in Volume 388, Page 726, of the Official Public records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.n. Recorded: May 15, 1986 in Volume 418, Page 736, of the Official Public records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown ereon. A portion of the easement appears to be abandoned and is not shown. (TRACT 2)
- 10.o. Easement To: Lower Colorado River Authority Recorded: December 17, 1992 in Volume 651, Page 566, of the Official Public Records, of Bastrop County, Texas. Purpose: Electric Line Easement and Right of Way SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.p. Recorded: January 14, 1993 in Volume 654 Purpose: Easement for Electric Distribution Line or System
- 10.g. Easement To: Agua Water Supply Corporation Recorded: November 05, 1999 in Volume 1013, Page 455, of the Official Public Records, of Bastrop County, Texas.
- SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but cannot be

SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown

- 10.r. Easement To: Bluebonnet Electric Cooperative, Inc.. Recorded: August 02, 2002 in Volume 1249, Page 533, of the Official Public Records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.s. Easement To: Bluebonnet Electric Cooperative, Inc.. Recorded: December 19, 2007 in Volume 1800, Page 179, of the Official Public Records, of Bastrop County, Texas. SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but cannot be
- 10.t. Terms, conditions and stipulations contained in Agreement: Recorded: March 02, 2015 in County Clerk's File No. 201502627, Official Public Records, Bastrop County, Texas. Type: Easement Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown
- 10.u. Terms, conditions and stipulations contained in Agreement: Recorded: October 18, 2022 in County Clerk's File No. 202222059, Official Public Records, Bastrop County, Texas. Type: Covenant and Restrictive Use Agreement SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- 10.v. Easement To: Aqua Water Supply Corporation Purpose: Wastewater Line Easemen
- <u>SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property and is shown</u> 10.w. Terms, Conditions, and Stipulations in Memorandum of Lease Agreement: Lessor: Charles Louis Goerner, an Individually and as Independent Executor of the Estate of Catherine Wolf Goerner in
- Probate #73077 Lessee: T-Mobile West Corporation, a Delaware corporation Recorded: October 17, 2007 in Volume 1785, Page 205, of the Official Public records, of Bastrop County, Texas Memorandum of Assignment and Site Lease Agreement filed for record on May 01, 2008 in Volume 1831, Page 547 of the Official
- Public Records of Bastrop County, Texas. Memorandum of Assignment filed for record on November 13, 2012 in Volume 2188, Page 663 of the Official Public Records of Bastron County Texas SURVEYORS NOTE: According to the provided document, this item does affect the surveyed property but is blanket in
- 10.x. Subject property abuts a non-access or a limited-access road, highway or freeway. This Company does not insure the right of ingress and egress to and from said road, highway, or freeway, and assumes no liability in connection therewith.



Ø	ROOF DRAIN	\boxtimes	MAIL BOX
TV	CABLE TV BOX	0	SANITARY SEWER CLEAN OUT
0	CABLE TV HANDHOLE	(S)	SANITARY SEWER MANHOLE
(tv)	CABLE TV MANHOLE	<u>©</u>	SANITARY SEWER MARKER FLAG
◐	CABLE TV MARKER FLAG	ß	SANITARY SEWER MARKER SIGN
\mathbb{A}	CABLE TV MARKER SIGN	ST	SANITARY SEWER SEPTIC TANK
TV	CABLE TV VAULT	S	SANITARY SEWER VAULT
С	COMMUNICATIONS BOX	D	STORM SEWER BOX
©	COMMUNICATIONS HANDHOLE		STORM SEWER DRAIN
0	COMMUNICATIONS MANHOLE	Θ	STORM SEWER MANHOLE
Û	COMMUNICATIONS MARKER FLAG	Ь	STORM SEWER VAULT
Δ	COMMUNICATIONS MARKER SIGN		TRAFFIC BARRIER
С	COMMUNICATIONS VAULT	•	TRAFFIC BOLLARD
•	ELEVATION BENCHMARK	TR	TRAFFIC BOX
F	FIBER OPTIC BOX	®	CROSS WALK SIGNAL
Ð	FIBER OPTIC HANDHOLE	(2)	TRAFFIC HANDHOLE
F	FIBER OPTIC MANHOLE	R	TRAFFIC MANHOLE
Û	FIBER OPTIC MARKER FLAG	A	TRAFFIC MARKER SIGN
A	FIBER OPTIC MARKER SIGN	©	- TRAFFIC SIGNAL
E	FIBER OPTIC VAULT	ĪR	TRAFFIC VAULT
Δ	MONITORING WELL	U	UNIDENTIFIED BOX
©	GAS HANDHOLE	Θ	UNIDENTIFIED HANDHOLE
<u> </u>	GAS METER	O	UNIDENTIFIED METER
<u> (G)</u>	GAS MANHOLE	\odot	UNIDENTIFIED MANHOLE
<u>©</u>	GAS MARKER FLAG	(UNIDENTIFIED MARKER FLAG
<u> </u>	GAS SIGN	Δ	UNIDENTIFIED MARKER SIGN
G	GAS TANK	Ø	UNIDENTIFIED POLE
G	GAS VAULT	Θ	UNIDENTIFIED TANK
<u> </u>	GAS VALVE	В	UNIDENTIFIED VAULT
I	TELEPHONE BOX	Ø	UNIDENTIFIED VALVE
<u> </u>	TELEPHONE HANDHOLE	\odot	TREE
<u>(T)</u>	TELEPHONE MANHOLE	W	WATER BOX
<u> </u>	TELEPHONE MARKER FLAG	g	FIRE DEPT. CONNECTION
<u>A</u>	TELEPHONE MARKER SIGN	(W)	WATER HAND HOLE
<u> </u>	TELEPHONE VAULT	\diamond	FIRE HYDRANT
A	PIPELINE MARKER SIGN	<u>w</u>	WATER METER
E	ELECTRIC BOX	(w)	WATER MANHOLE
374	FLOOD LIGHT	<u>₩</u>	WATER MARKER FLAG
<u></u>	GUY ANCHOR	<u> </u>	WATER MARKER SIGN
<u>→</u>	GUY ANCHOR POLE	W	WATER VAULT
<u> </u>	ELECTRIC HANDHOLE	X	WATER VALVE
<u> </u>	LIGHT STANDARD	W	WATER WELL
<u> </u>	ELECTRIC METER	IRSC	5/8" IRON ROD W/ "KHA" CAP SET
<u>(E)</u>	ELECTRIC MANHOLE	IRFC	IRON ROD WITH CAP FOUND
<u>(E)</u>	ELECTRIC MARKER FLAG	MNS	MAG NAIL SET
<u>*</u>	ELECTRIC MARKER SIGN	MNF	MAG NAIL FOUND
Ø	UTILITY POLE		IRON ROD FOUND
<u>U</u>	ELECTRIC TRANSFORMER	IPF	IRON PIPE FOUND
핓	ELECTRIC VAULT	ADF	ALUMINUM DISK FOUND
م	HANDICAPPED PARKING	BDF	BRASS DISK FOUND
<u> </u>	SIGN	_	BRASS TXDOT MONUMENT FOUN
<u> </u>	MARQUEE/BILLBOARD	XS	"X" CUT IN CONCRETE SET
<u> </u>	BORE LOCATION	XF	"X" CUT IN CONCRETE FOUND
<u> </u>	FLAG POLE		. POINT OF BEGINNING
GT)	GREASE TRAP	P.O.C	. POINT OF COMMENCING

LINE TYPE LE	GEND
	BOUNDARY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
·	BUILDING LINE
w	WATER LINE
SS	SANITARY SEWER LINE
= = =	STORM SEWER LINE
GAS	UNDERGROUND GAS LINE
OHE	OVERHEAD UTILITY LINE
—— UGE——	UNDERGROUND ELECTRIC LINE
UGT	UNDERGROUND TELEPHONE LINE
—— CBL ——	UNDERGROUND CABLE LINE
-x -x -x -x -	FENCE
7 23 24 27 23 2	CONCRETE PAVEMENT
1 11 11	ASPHALT PAVEMENT
	DENIAL OF ACCESS LINE

PARKING TABL	E
TYPE	NUMBER
REGULAR	0 SPACES
HANDICAPPED	0 SPACES
TOTAL	0 SPACES

SURVEYOR'S CERTIFICATION

To: Edgeconnex Real Estate Acquisitions, LLC First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 8, 9, 13 and 16 of Table A thereof. The field work was completed on July 5, 2024. Survey Date: July 15, 2024

Shaun Marvin Piepkorn Registered Professional Land Surveyor No. 6433 Kimley-Horn and Associates, Inc. 801 Cherry Street, Unit 11, Suite 1300 Fort Worth, Texas 76102 shaun.piepkorn@kimley-horn.com

PRELIMINARY THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ALTA/NSPS LAND TITLE SURVEY 129.508 ACRES JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 53

BASTROP COUNTY, TEXAS JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 18 TRAVIS COUNTY, TEXAS

Fort Worth, Texas 76102 FIRM # 10194040 www.kimley-horn.com <u>Date</u> Sheet No. <u>Drawn by</u> 1" = 200' BSG 7/15/2024 068931302

$\begin{array}{c} \textbf{Exhibit B} \\ \textbf{Application for Abatement} \end{array}$

Bastrop County Application for Tax Abatement/Reinvestment Zone

I. APPLICANT INFORMATION
Applicant/Property Owner: POR12837X, LLC
Company/Project Name: Project Tango
Mailing Address: 20 Wight Avenue, Suite 200 Hunt Valley, Maryland 21030
Telephone: 443-386-8328 Fax:
Applicant's Representative for contact regarding abatement request:
Name and Title: Todd Workman
Mailing Address: 20 Wight Avenue, Suite 200 Hunt Valley, Maryland 21030
Telephone: 443-386-8328 Fax: E-mail: todd.workman@altusgroup.com
II. PROPERTY AND PROJECT DESCRIPTION
Address and legal description of property to be considered for Tax Abatement/Reinvestment Zone:
Please see Attachment A
Project Description: A four-building data center campus Description of activities products or comices produced and (or provided at project leastion)
Description of activities, products, or services produced and/or provided at project location: No current activities, as site is largely undeveloped
Current Assessed Value: Real Property: \$ 1,916,765 Personal Property: \$ 0
Estimated start date of construction/site improvements: Q4 - 2024
Projected date of occupancy/commencement of operations at project site:
Please indicate dates for phases if applicable: Please See Schedule B Attached
Location of existing company facilities: Various worldwide; none currently in Bastop County
Requested level of Tax Abatement: 75% % of eligible property for10 years.
Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other
information to substantiate your request. Please see Attachment C
III. PROJECTED VALUE OF IMPROVEMENTS
Estimated Value of Real Property Improvements \$ Please see Attachment B
Estimated Value of Personal Property Improvements \$ Please see Attachment B
Will any infrastructure improvements (roads, drainage, etc.) be requested of Bastrop County for this project?
Yes
If yes, describe requested infrastructure improvements:
Detail any direct benefits to Bastrop County as a result of this project: Please see Attachment C

IV. EMPLOYMENT IMPACT AT PROJECT LOCATION
A. NEW EMPLOYMENT
Projected number of new jobs created as a result of the proposed improvements:
Full-time 50 Part-Time 0
Provide types of jobs created and average salary levels: Please see Attachment D
Start date and annual payroll of new permanent positions (if positions to be phased in, provide figures for
each phase year): Q1, 2027
Percentage of new jobs too be filled be Bastrop County residents: TBD %
Number of employees transferring from other company locations: None Currently Expected
B. CONSTRUCTION RELATED EMPLOYMENTS
Projected number of construction related jobs: 400-600% vergae daily jobs on site
Estimated total construction payroll: \$ Not available at this time
Commitment as to percentage of construction dollars to be spent with Bastrop County contractors or
subcontractors: TBD %
C. CURRENT COMPANY/PROJECT LOCATION EMPLOYMENT Project will be a new business entrance into the County
Current Number of Employees: Full-time None Part-time None
Average annual payroll: \$ 0
Detail on workforce diversity – percentage breakdown of current employees by gender and ethnicity:
N/A
D. COMPANY SPONSORED HEALTH CARE BENEFITS ARE AVAILABLE
Full-time Employees 🗸 Part-time Employees 📝 Employee Dependents 🗌 Not Available 🗌
Average monthly employee cost for health care benefits: Individual: \$ Family: \$
Other employee benefits provided or offered: To be subsequently Provided
V. LOCAL BUSINESS & DISADVANTAGED BUSINESS ENTERPRISES (DBE) IMPACT
Estimated amount of annual supply and services expenses: \$
Detail any supply/services expenses that are sole source:
Percentage of total supplier/services expenses committed to Bastrop County businesses: TBD %
referringe of total supplier, services expenses committed to Dastrop County businesses.

VI. ENVIRONMENTAL IMPACT OF PROJECT	
Indicate if development, construction, equipment, distribution impact the environment in the following areas, attach detail is Air Quality Water Quality Solid Waste D Floodplain/Wetlands Noise levels Other Provide detail on existing and new fleet vehicles, specifying to (gasoline, diesel, LP gas, CNG, etc.):	if necessary: No expected adverse impact bisposal Storm/Water Runoff r (specify)
VII. ADDITIONAL INFORMATION (TO BE ATTACHED)	
 □ Letter addressing Economic Qualifications and addition Bastrop County Tax Abatement Policy □ Descriptive list and value of real and personal property in □ Plat/Map of Project Location □ Project Time Schedule □ Owner's policy regarding use of disadvantaged Business □ Tax Certificate showing property taxes paid for most received. 	mprovements Enterprises
VIII. CERTIFICATION	
VIII. CERTIFICATION Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capa	• •
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capar I certify the information contained in this application (include best of my knowledge. I further certify that I have read the "agree to comply with the guidelines and criteria stated therein	ding all attachments) to be true and correct to the 'Bastrop County Tax Abatement Policy" and in.
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capa. I certify the information contained in this application (include best of my knowledge. I further certify that I have read the "agree to comply with the guidelines and criteria stated therein. Todd Workman	ding all attachments) to be true and correct to the Bastrop County Tax Abatement Policy" and in. Independent Advisor
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capar I certify the information contained in this application (include best of my knowledge. I further certify that I have read the "agree to comply with the guidelines and criteria stated thereion." Todd Workman Todd Workman	ding all attachments) to be true and correct to the Bastrop County Tax Abatement Policy" and in. Independent Advisor Title July 19, 2024
Upon receipt of a completed application, Bastrop County may be deemed appropriate for evaluating the financial capar I certify the information contained in this application (includes to f my knowledge. I further certify that I have read the "agree to comply with the guidelines and criteria stated thereion and the complete of the com	ding all attachments) to be true and correct to the Bastrop County Tax Abatement Policy" and in. Independent Advisor Title

Return completed application and attachments to:

Bastrop County Judge 804 Pecan Street Bastrop, Texas 78602

You may also forward an electronic copy of the completed report to: gregory.klaus@co.bastrop.tx.us

Please note that if you do submit this form electronically, you must also submit an original hard copy of the report to the above stated physical address for proper filing and review.

For assistance call: (512) 332-7201

^{*} As per Section IV (f) of the Bastrop County Tax Abatement Policy Guidelines and Criteria, this application must be filed prior to commencement of construction or installation of improvements in order to be eligible for County tax abatement.

Attachment A - Legal Description of Property

TRACT 1:

BEING A 61.484 ACRE TRACT OF LAND (OR 2,678,248 SQUARE FEET) OUT OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 53, BASTROP COUNTY, TEXAS, AND THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 18, TRAVIS COUNTY, TEXAS; SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED TO ATLANTIC URBANA WOLF CREEK, LLC, BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 202203773 (HEREIN REFERRED TO AS "AUWC1"), OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS (OPRBCT); SAME ALSO BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED TO ATLANTIC URBANA WOLF CREEK, LLC, BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2022035575 (HEREIN REFERRED TO AS "AUWC2"), OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (OPRTCT); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" IRON ROD WITH A YELLOW CAP FOUND FOR THE NORTHWEST CORNER OF AFORESAID AUWC1/AUWC2 TRACTS, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 2020253270 (OPRTCT), SAME ALSO BEING SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 202022389 (OPRBCT), AND ALSO THE EAST RIGHT-OF-WAY LINE OF WOLF LANE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 78°20'09" EAST, DEPARTING AFORESAID WOLF LANE AND WITH THE COMMON LINE OF SAID AUWC1/AUWC2 TRACTS AND LUIS A. ALVAREZ TRACTS FOR A DISTANCE OF 683.42 FEET TO A ½" IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND FOR THE SOUTHEAST CORNER OF SAID LUIS A. ALVAREZ TRACTS, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 2020253278 (OPRTCT), SAME ALSO BEING SOUTHWEST CORNER OF THAT CERTAIN TRACT LAND DESCRIBED IN DEED TO LUIS A. ALVAREZ AND ROCIO GARCIA RECORDED AS INSTRUMENT NUMBER 202022387 (OPRBCT;

THENCE DEPARTING SAID 2020253270 AND 202022389 TRACTS AND WITH THE COMMON LINE OF SAID AUWC1/AUWC2 TRACTS AND SAID 2020253278 AND 202022387 TRACTS, THE FOLLOWING COURSES:

SOUTH 78°18'08" EAST FOR A DISTANCE OF 395.64 FEET TO A $1\!\!/\!_2$ " IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND;

SOUTH 52°55'55" EAST FOR A DISTANCE OF 270.88 FEET TO A $\frac{1}{2}$ " IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND;

SOUTH 67°14'16" EAST FOR A DISTANCE OF 471.77 FEET TO A 1/2" IRON ROD WITH A YELLOW CAP STAMPED "4160" FOUND FOR THE NORTHEAST CORNER OF SAID AUWC1/AUWC2 TRACTS, SAME BEING THE SOUTHEAST CORNER OF SAID 2020253278 AND 202022387 TRACTS, SAME ALSO BEING THE WEST LINE OF A TRACT OF LAND DESCRIBED TO 6682 FM 535 ASSOCIATES, LLC, BY DEED RECORDED IN DOCUMENT NO. 202016475 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS (DRBCT);

THENCE SOUTH 27°33'39" WEST, DEPARTING SAID 2020253278 AND 202022387 TRACTS AND WITH SAID AUWC1/AUWC2 TRACTS AND SAID 6682 FM 535 ASSOCIATES, LLC TRACT FOR A DISTANCE OF 1547.54 FEET TO A ½" IRON ROD SET WITH AN ORANGE CAP STAMPED "US PLUS SURVEY" THEREOF;

THENCE DEPARTING SAID AUWC1/AUWC2 TRACTS AND SAID 6682 FM 535 ASSOCIATES, LLC TRACT AND ACROSS SAID AUWC1/AUWC2 TRACTS, THE FOLLOWING COURSES:

NORTH 62°50'13" WEST FOR A DISTANCE OF 1541.77 FEET TO A ½" IRON ROD SET WITH AN ORANGE CAP STAMPED "US PLUS SURVEY";

SOUTH 43°16'03" WEST FOR A DISTANCE OF 809.66 FEET TO A ½" IRON ROD SET WITH AN ORANGE CAP STAMPED "US PLUS SURVEY" IN THE WEST LINE OF SAID AUWC1/AUWC2 TRACTS, SAME BEING THE EAST RIGHT-OF-WAY OF SAID WOLF LANE;

THENCE NORTH 27°09'47" EAST, WITH THE COMMON LINE OF SAID AUWC1/AUWC2 TRACTS AND AFORESAID WOLF LANE RIGHT-OF-WAY FOR A DISTANCE OF 2047.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,678,248 SQUARE FEET OR 61.484 ACRES OF LAND, MORE OR LESS.

TRACT 2:

APPROXIMATELY 62.82 ACRES OUT OF 129.485 ACRE TRACT OF LAND IN BASTROP AND TRAVIS COUNTIES, TEXAS, OUT OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 53 AND OUT OF THE JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 18 AND BEING THE REMAINDER OF THE CALLED 153.937 ACRE TRACT CONVEYED TO SILVERMINE PARTNERS, LLC PER DEEDS RECORDED AS DOCUMENT NO. 2015143078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) AND AS DOCUMENT NO. 201511527 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.T.); SAID 129.485 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A TXDOT TYPE II MONUMENT FOUND AT THE SOUTHWEST CORNER OF SAID CALLED 153.937 ACRE TRACT, SAID POINT BEING AT THE NORTHEAST CORNER OF THE INTERSECTION OF WOLF LANE (RIGHT-OF-WAY WIDTH VARIES) AND OF FM 535 (RIGHT-OF-WAY WIDTH VARIES) FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, ALONG THE COMMON LINE OF SAID CALLED 153.937 ACRE TRACT AND OF THE EASTERLY RIGHT-OF-WAY LINE OF WOLF LANE, N27°09'47"E, A DISTANCE OF 2,986.93 FEET TO A ½-INCH IRON ROD WITH ILLEGIBLE CAP FOUND AT THE SOUTHWEST CORNER OF THE CALLED 10.01 ACRE TRACT CONVEYED TO LUIS A. ALVAREZ AND ROCIO GARCIA PER DEEDS RECORDED AS DOCUMENT NO. 2020253270, O.P.R.T.C.T. AND AS DOCUMENT NO. 202022389, O.P.R.B.C.T.;

THENCE, ALONG THE SOUTHERLY LINE OF SAID CALLED 10.01 ACRE TRACT, S78°20'09"E, A DISTANCE OF 683.42 FEET TO A ½-INCH IRON ROD WITH "4160" CAP FOUND AT THE SOUTHERLY COMMON CORNER OF SAID CALLED 10.01 ACRE TRACT AND OF THE CALLED 14.44 ACRE TRACT CONVEYED TO LUIS A. ALVAREZ AND ROCIO GARCIA PER DEEDS RECORDED AS DOCUMENT NO. 2020253278, O.P.R.T.C.T. AND AS DOCUMENT NO. 202022387, O.P.R.B.C.T.;

THENCE, ALONG THE SOUTHERLY LINE OF SAID CALLED 14.44 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. S78°18'08"E, A DISTANCE OF 395.64 FEET TO A FOUND 1/2-INCH IRON ROD WITH "4160" CAP;
- 2. S52°55'55"E, A DISTANCE OF 270.88 FEET TO A FOUND ½-INCH IRON ROD WITH "4160" CAP;
- 3. S67°14'16"E, A DISTANCE OF 471.77 FEET TO A ½-INCH IRON ROD WITH "4160" CAP FOUND ON THE WESTERLY LINE OF THE CALLED 189.167 ACRE TRACT CONVEYED TO 6682 FM 535 ASSOCIATES, LLC. PER DEED RECORDED AS DOCUMENT NO. 202016475, O.P.R.B.C.T.;

THENCE, ALONG THE COMMON LINE OF SAID CALLED 153.937 ACRE TRACT AND OF SAID CALLED 189.167 ACRE TRACT, S27°33'39"W, A DISTANCE OF 2,657.58 FEET TO A ½-INCH IRON ROD WITH NO CAP FOUND ON THE NORTHERLY LINE OF THE TRACT CONVEYED TO LCRA TRANSMISSION SERVICES CORPORATION PER DEED RECORDED AS DOCUMENT NO. 200116902, O.P.R.B.C.T.;

THENCE, ALONG THE COMMON LINE OF SAID LCRA TRANSMISSION SERVICES CORPORATION TRACT AND OF SAID CALLED 153.937 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. N59°15'03"W, A DISTANCE OF 50.77 FEET TO A ½-INCH IRON ROD WITH NO CAP FOUND AT THE NORTHWEST CORNER OF SAID LCRA TRANSMISSION SERVICES CORPORATION TRACT;
- 2. S26°45'20"W, A DISTANCE OF 450.75 FEET TO A TXDOT TYPE II MONUMENT FOUND ON THE NORTHERLY RIGHT-OF-WAY LINE OF FM 535;

THENCE, ALONG THE COMMON LINE OF THE NORTHERLY RIGHT-OF-WAY LINE OF FM 535 AND OF THE SOUTHERLY LINE OF SAID CALLED 153.937 ACRE TRACT THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

- 1. S89°28'05"W, A DISTANCE OF 267.12 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 2. S89°59'17"W, A DISTANCE OF 142.67 FEET TO A FOUND TXDOT TYPE II MONUMENT, SAID POINT BEING AT THE BEGINNING OF A 1,911.09 FOOT RADIUS CURVE TO THE RIGHT;

- 3. ALONG THE ARC OF SAID 1,911.09 FOOT RADIUS CURVE A DISTANCE OF 200.30 FEET THROUGH A CENTRAL ANGLE OF 06°00'19", AND A CHORD BEARING N74°35'28"W AND DISTANCE OF 200.21 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 4. N62°15'16"W, A DISTANCE OF 138.98 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 5. N62°17'37"W, A DISTANCE OF 271.02 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 6. N61°50'04"W, A DISTANCE OF 196.92 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 7. N63°05'01"W, A DISTANCE OF 16.47 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 8. N60°53'36"W, A DISTANCE OF 94.57 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 9. N61°52'09"W, A DISTANCE OF 239.73 FEET TO A FOUND TXDOT TYPE II MONUMENT;
- 10. N61°34'12"W, A DISTANCE OF 36.48 FEET TO A FOUND TXDOT TYPE II MONUMENT, SAID POINT BEING AT THE BEGINNING OF A 1,583.00 FOOT RADIUS CURVE TO THE RIGHT;
- 11. ALONG THE ARC OF SAID 1,583.00 FOOT RADIUS CURVE A DISTANCE OF 167.13 FEET THROUGH A CENTRAL ANGLE OF 06°02'57", AND A CHORD BEARING N43°34'55"W AND DISTANCE OF 167.05 FEET TO THE POINT OF BEGINNING, AND CONTAINING 129.485 ACRES OF LAND, MORE OR LESS.

NOTE: LEGAL DESCRIPTION IS NOT TO BE USED FOR DOCUMENT PREPARATION AND/OR CLOSING PURPOSES, SEE SURVEY REQUIREMENTS ON SCHEDULE "C" HEREIN.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Attachment B

Project Phases and Estimated Values				
	Building	Estimated Value of Real Estate		
	Size	Improvements -		Full
	(Square	Fully Built Out	Initial Occupancy	Occupancy
Phase	Feet)	(Note 1)	(Note 2)	(Note2)
Building 1	400,000	\$ 200,000,000	Q1-2027	Q1-2028
Building 2	800,000	\$ 400,000,000	Q2-2028	Q2-2029
Building 3	800,000	\$400,000,000	Q3-2029	Q2-2030
Building 4	800,000	\$400,000,000	Q2-2030	Q1-2031
Above values are best estimates available at this time and are subject to analysis and discussion with the Bastrop County Appraisal District. Values herein are expressed as real estate values. There may be some classification of these values as personal property, but that will need to be subject to discussion and analysis with the Bastrop County				
Note 2	conservative	ly depicted. Time ntinued site due c	s at this time and ar e lines are subject to diligence, power ava	o change

Attachment C

Why an Abatement is Necessary for the Success of the Project

Obtaining a property tax abatement is critical to the financial feasibility of the project. The decision on whether to proceed with the data center campus at the site is the subject of a financial feasibility study and comparison to other sites where the same capital could be deployed for the same purpose. The Company is also competing to bring a customer to the project site. The incentives associated with the inducement resolution being sought are important to the competitiveness of the site with other locations under consideration by both the Company and its potential customers. Should the customer select an alternative site, the project would not move forward. Without an incentive Project financial viability will be significantly and negatively impacted.

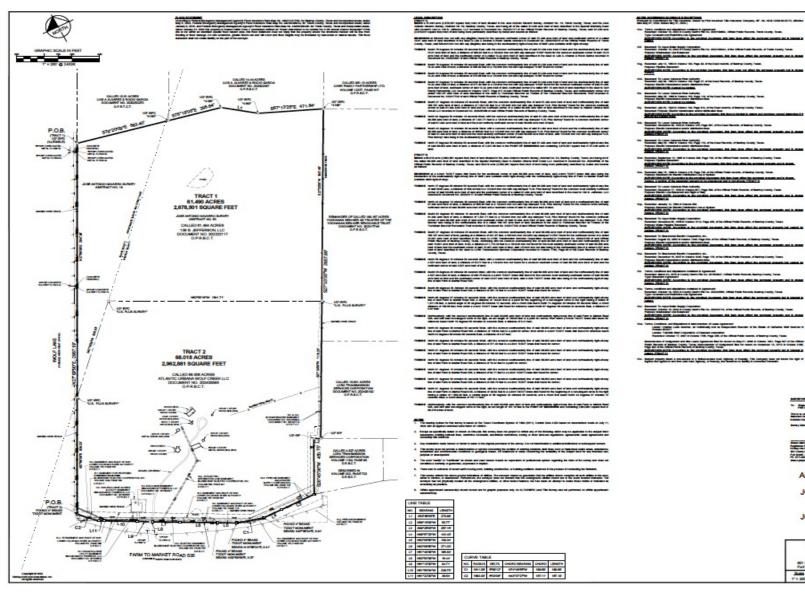
Project Benefits to Bastrop County

- ☐ Creation of 60+ new quality trades and engineering jobs and over \$6+ million in wages and benefits
- ☐ 400-600+ daily onsite construction jobs during the development period
- ☐ Substantial incremental revenue with minimal burden on schools, roads and protective services relative to incremental taxes generated
 - Real estate tax values that are substantially higher than other types of development of similar size
 - Substantial follow-on customer investment in equipment
 - Substantial permitting fees
- ☐ Potential catalyst for future economic development

Attachment D Estimated Job Creation

	Estimated Job			
Position	Count	Estimated Pay	E	xtended Payroll
Chief Engineer	4	\$ 150,000	\$	600,000
Mechanical Engineer	11	\$ 130,000	\$	1,430,000
Electrical Engineer	7	\$ 130,000	\$	910,000
Technical Admin	4	\$ 60,000	\$	240,000
Weekend Facility Tech	10	\$ 90,000	\$	900,000
On-Call Tech	4	\$ 90,000	\$	360,000
Night Shift Response Tech	4	\$ 90,000	\$	360,000
Shift Manager	2	\$ 110,000	\$	220,000
	46		\$	5,020,000
Additional Posiitions				
Security (Customer Provided)	20	\$ 40,000	\$	800,000
Customer Technical Jobs	TBD	TBD		TBD
	60+			\$5,800,000+

Note that amounts herein are not inclusive of, conservatively, 400-600 daily on-site and long-term construction jobs



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PRELIMINARY

ALTA/NSPS LAND TITLE SURVEY 129.508 ACRES JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 53 BASTROP COUNTY, TEXAS JOSE ANTONIO NAVARRO SURVEY ABSTRACT NO. 18 TRAVIS COUNTY, TEXAS



Exhibit C TxDOT's Plans

