

**CHAPTER 312 AGREEMENT
BETWEEN
MILAM COUNTY, TEXAS AND MILAM COUNTY DC, LLC
REAL PROPERTY**

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

PREAMBLE

WHEREAS, the Commissioners Court (the “**Court**”) of the County recognizes the importance of its continued role in local economic development and the protection and promotion of the health, safety, and welfare of its inhabitants; and

WHEREAS, the Project Entity has identified approximately 606.656 acres of land located in Commissioner Precinct No. 2 of the County, as more particularly described in **Exhibit A** (the “**Property**”), that is suitable for development of one or more Data Centers and related infrastructure (the “**Project**”); and

WHEREAS, the Project Entity, subject to receipt of financial incentives from the County as herein described, has selected the Property over other competing locations as the optimal site for Project development; and

WHEREAS, the County adopted its Milam County Tax Abatement Guidelines and Criteria (“**Guidelines and Criteria**”) consistent with Section 312.002 of the Texas Tax Code on April 14, 2025; and

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

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

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

I. DEFINITIONS

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

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

(a) “**Abatement**” shall refer to the forbearance to charge all or a portion of a County Tax, only as expressly provided for herein and as authorized by the Act.

(b) “**Abatement Period**” means the ten year periods defined herein for any Real or Personal Property Phase.

(c) “**Assessed Property**” means the Property, all Improvements thereon, and all Personal Property located thereon or therein, owned by the Project Entity or a Permitted Occupant and that are subject to ad valorem taxation under applicable Texas law.

(d) “**Authorizing Order**” means the County Order adopted by the Court on November 24, 2025, which Order authorizes the County’s entering into this Agreement and other matters necessary or incidental to the foregoing, all in accordance with the Act.

(e) “**Bankruptcy Event**” means (a) commencement of an involuntary proceeding or an involuntary petition shall be filed seeking (i) liquidation, reorganization, or other relief in respect of the Project Entity or of a substantial part of the assets of the Project Entity under any insolvency or debtor relief law or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator, or similar official for the Project Entity or a substantial part of the Project Entity’s assets and, in any case referred to in the foregoing clauses (i) and (ii), such proceeding or petition shall continue undismissed for ninety (90) days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) the Project Entity shall apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Project Entity or for a substantial part of the Project Entity’s assets.

(f) “**Commencement of Construction**” means the commencement of construction of real estate Improvements within a Real Property Phase as evidenced by the delivery to the County of a Construction Commencement Certificate.

(g) “**Completion of Construction**” means substantial completion of Construction of the real property Improvements for a Real Property Phase, as evidenced by delivery to the County of a Construction Completion Certificate.

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

(i) “**Construction Commencement Certificate**” means a certificate indicating Commencement of Construction of a Real Property Phase, in substantially the form attached hereto as **Exhibit D**.

(j) “**Construction Completion Certificate**” means a certificate indicating Completion of Construction of a Real Property Phase, in substantially the form attached hereto as **Exhibit E**.

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

(l) “**County Taxes**” means those annual ad valorem tax collections realized by the County from the Court’s annual levy of the County Tax Rate upon the Assessed Value, as determined on an annual basis by the Milam County Appraisal District, for general maintenance and operating purposes.

(m) “**Court**” means the County Commissioners Court.

(n) “**Data Center**” means the buildings (modular or otherwise) and their related facilities, including (without limitation) those facilities used to house computer systems and associated telecommunications, storage, cooling, power supplies, generators, racking systems, power systems, mechanical systems, security systems, offices for the processing and storage of data and related infrastructure such as access, parking, and drainage physically sited within the Property and associated with a Phase.

(o) “**Data Center Phase**” means a Data Center and the area on which the Data Center is or will be sited, as identified by the Project Entity through a survey depiction and legal description. A Data Center Phase includes a Real Property Phase and up to three (3) Personal Property Phases.

(p) “**Force Majeure Event**” means war, act of terrorism, civil commotion, pandemic, quarantine, fire, severe flood, hurricane, tornado, explosion, court order, or change in requirements of applicable law in existence as of the date hereof, supply chain disruption, customs embargos, port closures, strikes or labor disputes, or other similar events or circumstances that are outside of the Project Entity’s control, but only to the extent that such events or circumstances delay final completion of the Project or otherwise make the Project Entity’s construction of the Project impracticable or impossible after taking reasonable steps to mitigate the effects thereof.

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

(r) **“Joinder Agreement”** means a completed and executed Joinder Agreement in substantially the form attached hereto as Exhibit F.

(s) **“Minimum Jobs Requirement”** means the creation and maintenance of at least 400 full-time equivalent employment opportunities attributable to and performed at the Project and compensated at a monetary level at least equal to the Minimum Salary.

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

(u) **“Permitted Occupant”** means each of the Project Entity’s Affiliates, tenants, Tenant Affiliates, on-site operators occupying and/or operating all or a portion of the Project and any owners of Personal Property in a Phase who sign and deliver to the County a Joinder Agreement.

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

(w) **“Personal Property Phase”** shall mean and include the Personal Property described and rendered in a Personal Property Phase Certificate, which shall only include Personal Property associated with a single Real Property Phase.

(x) **“Personal Property Phase Certificate”** means a certificate in the form attached hereto as Exhibit G.

(y) **“Phase”** refers to either a Real Property Phase or Personal Property Phase.

(z) **“Placed Into Service”** means the time that a developed portion of any Data Center is first placed by the Project Entity or a Permitted Occupant in a condition or state of readiness and availability for its specifically assigned function.

(aa) **“Project”** means the development of one or more Data Centers in up to ten (10) individual Real Property Phases and up to three (3) Personal Property Phases on each Real Property Phase on the Property.

(bb) **“Project Entity Affiliate”** means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, the Project Entity. For this purpose, the term “control” shall mean direct or indirect ownership of more than fifty percent (50%) of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.

(cc) **“Real Property Phase 1”** is the real property identified and described in the first Real Property Phase Description Certificate submitted under this Agreement and includes Phase 1A, Phase 1B, Phase 1C, Phase 1D, and Phase 1E.

(dd) “**Real Property Phase Description Certificate**” means a certificate in the form attached hereto as **Exhibit H**.

(ee) “**State**” means the State of Texas.

(ff) “**Taxes**” means all present or future taxes (including ad valorem taxes and sales and use taxes), levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed upon the real, personal, or mixed property that comprises any part of the Property or the Project by any local government (including the County and any other local taxing jurisdiction whose territory, in whole or in part, is within the County) under whose jurisdiction the Property or the Project (or any portion thereof), a Project Entity, or any Permitted Occupant is subject.

(gg) “**Tenant Affiliate**” shall mean any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with a tenant of a Project Entity. For this purpose, the term “*control*” shall mean direct or indirect ownership of more than fifty percent (**50%**) of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise

(hh) “**Termination Date**” means December 31 of the calendar year following the final year of abatement under this Agreement, unless terminated earlier, as provided herein. The Project Entity may elect to terminate this Agreement as a whole or solely as to one or more Phases for any reason, and without liability, prior to December 31, 2029, by so notifying the County in writing of such election at least thirty (30) days prior thereto, except that if the Project Entity has received an Abatement prior to termination, the Project Entity must pay the County the amount of any property taxes that have been abated less the amount of any PILOTs the Project Entity has paid to the County under this Agreement.

II. AUTHORITY AND TERM

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

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

III. PROJECT ENTITY'S COMMITMENTS

3.01 General. The Project Entity plans to develop or cause to be developed upon the Property at least one (1) but not more than ten (10) Real Property Phases and, after a developed Phase is Placed Into Service, to continuously operate the same for the entirety of the applicable Abatement, all in accordance with the provisions of this Agreement; provided however, that operations may be temporarily suspended with respect to the replacement of an occupant or tenant; safety inspections or upgrades, equipment replacements, major repairs, or similar. Any of the Project Entity's commitments in this Agreement may be fulfilled by any or any combination of the Project Entity, Project Entity Affiliates, Permitted Occupants, tenants, Tenant Affiliates, and/or contractors.

3.02 Project Entity's Commitment to Meet Minimum Jobs Requirement. The Project Entity hereby promises, represents, warrants, and commits to the County that the Project Entity will meet the Minimum Jobs Requirement by the *fifth (5th) anniversary* of the Commencement of Construction for Real Property Phase 1.

The Project Entity hereby acknowledges that the failure of the Project Entity or any Permitted Occupant to meet its obligation under this Section 3.02, as such obligations are assigned in the Joinder Agreement between the Project Entity and the Permitted Occupant, shall exclude that party and its affiliates from participation in financial incentives otherwise available under this Agreement for the Phase with respect to which the party fails to meet its obligation, and from developing or continuing to develop any subsequent Phases, until the defect is cured. For clarity and the avoidance of doubt, if a Permitted Occupant fails to meet the minimum investment threshold for Phase 4, the Project Entity and other, unaffiliated Permitted Occupants will remain eligible for participation in financial incentives available under this Agreement for all other Phases.

3.03 Project Entity's Commitments Relative to Development of A Real Property Phase. The Project Entity hereby promises, represents, warrants, and commits to the County the following:

(a) Within *two (2) years* of the Effective Date, the Project Entity will deliver to the County a completed Phase Description Certificate, executed by a duly authorized Project Entity representative, concerning Real Property Phase 1A;

(b) Within *five (5) years* of the Effective Date, the Project Entity will cause a minimum investment of at least \$18,000,000,000 to be invested in Real Property Phase 1, which includes Phase 1A, Phase 1B, Phase 1C, Phase 1D, and Phase 1E;

(b) Prior to Commencement of Construction of each subsequent Real Property Phase, the Project Entity shall have delivered to the County a completed and duly authorized Real Property Phase Description Certificate;

(c) Not less than thirty (30) days before or more than thirty (30) days after Commencement of Construction of any Real Property Phase, the Project Entity shall have delivered to the County a completed a duly authorized Construction Commencement Certificate;

(d) Eligibility of a Real Property Phase for abatement under this Agreement requires delivery of a completed and duly authorized Construction Commencement Certificate for such Phase on or before the tenth (10th) anniversary of the Effective Date.

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

(e) Following Completion of Construction of a Real Property Phase, the Project Entity shall have delivered to the County a completed and duly authorized Construction Completion Certificate before January 1st of the first year of the Abatement Period for the Real Property Phase; and

(f) Within *five_(5)* years of the Effective Date, the Project Entity will deliver to the County a completed and duly authorized Construction Commencement Certificate concerning Real Property Phase 1C.

3.04 Project Entity's and Permitted Occupant Commitments Relative to Personal Property Phases. For each Real Property Phase, the Project Entity and up to two Permitted Occupants shall each have the right to create a Personal Property Phase. With respect to development of any Personal Property Phases, the Project Entity and Permitted Occupants hereby promise, represent, warrant, and commit to the County the following:

(a) Each Personal Property Phase shall be named by reference to the Real Property Phase, numbered in the order in which it is created, and the name of the Project Entity or Permitted Occupant owning the Personal Property;

(b) Each Personal Property Phase shall be created by filing the Personal Property Phase Certificate;

(c) All personal property included in a Personal Property Phase must be included on a timely rendition report submitted to the Milam County Appraisal District as required by Chapter 22 of the Texas Tax Code and to the County; and

(d) All Personal Property included in each Personal Property Phase Certificate that is filed no later than the year the Construction Completion Certificate for the final Real Property Phase is filed shall be entitled to abatement as provided for Section 4.02, but no item of Personal Property shall be included in more than one Personal Property Phase Certificate and no item of Personal Property shall be entitled to Abatement for more than ten (10) years.

3.05 Road Use Agreement. The Project Entity shall comply with the Road Use Agreement attached hereto as Exhibit "B". A material breach of the Road Use Agreement shall be an event of default of this Agreement subject to Article VI below.

3.06 Operating Standards Applicable to Each Data Center. The Project Entity shall operate or cause the operation of each Data Center in accordance with all applicable laws, rules, regulations, promulgations, and court orders as now exist or that are hereafter enrolled or enforced by any government (including the United States of America and the State of Texas) or agency thereof, local government, court, or tribunal having jurisdiction over the Project Entity, a Permitted Occupant, or the Property.

3.07 Supplier Contracts. The Project Entity shall include in each supplier contract requirements that (i) delivery drivers be lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States and (ii) deliveries are made using road-worthy trucks.

3.08 Local Goods and Services. The Project Entity shall use best efforts to maximize their use of Milam County labor and services and supplies to be purchased from Milam County businesses in the course of operation of the Project, as is further described in the Local Goods and Services Plan attached to this Agreement as **Exhibit C**.

3.09 Community Engagement. Within two years of the completion of construction for Phase 1, the Project Entity shall work with County officials and educators to provide workforce training for the jobs to be created at the Data Centers enabling County residents to get jobs at the Project.

3.10 Payment of Taxes. The Project Entity shall pay and discharge or cause to be paid and discharged promptly all Taxes before the same shall become in default, except for those matters which are reasonably being contested in good faith by appropriate action or proceedings or for which the Project Entity or a Permitted Occupant, as applicable, has established adequate reserves in accordance with generally accepted accounting principles applicable to private companies. No Abatement shall apply to property to be included within a Real Property or Personal Property Phase prior to the beginning of the Real Property or Personal Property Phase under this Agreement.

IV. ECONOMIC DEVELOPMENT INCENTIVE

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

4.02 Abatement. Tax abatement for real property, Improvements and Personal Property in each Phase shall be granted (i) beginning on January 1 of the first calendar year after the Project Entity or a Permitted Occupant has timely submitted the Construction Completion Certificate to the County for that Phase and complied with the terms of this Agreement and the requirements of Section 3.02 above; and (ii) for the following nine (9) calendar years. The percentage of the abatement shall be ***one hundred percent (100%)*** of County Taxes for the real property, Improvements and Personal Property in each Phase. No Abatement Period may be extended longer than ten (10) years.

4.03 PILOT.

(a) For each year of the Abatement Period for a Real Property Phase, the Project Entity shall pay or cause to be paid a Payment in Lieu of Taxes (“PILOT”).

(b) The amount of the PILOT for each Real Property Phase will be \$750,000 per year of the Abatement Period for that Real Property Phase for every \$1,000,000,000 in initial investment in that Real Property Phase and any Personal Property Phase(s) associated with that Real Property Phase as illustrated in **Exhibit I** hereto. The amount of the PILOT for each Phase will be calculated when the Abatement Period for that Phase begins and will remain the same for each year of the Abatement Period for that Phase. For example, the amount of the PILOT will not change as a result of increases or decreases in the appraised value of the property, changes in the County’s tax rate, personal property in the Phase being replaced with new personal property, or any other changes in the value of the property.

(c) Because each Phase will be completed and have its Abatement Period run separately, the total PILOT will fluctuate in early and later years of the Agreement. As the Abatement Period for each Phase begins, its PILOT is added to the prior Phase(s)’ PILOT to determine the total PILOT to be paid to the County. Likewise, as the Abatement Period for each Phase ends, that Phase’s portion of the PILOT is removed from PILOT calculation because that real and/or personal property has become subject to County Taxes.

(d) The PILOT must be paid on or before each January 31 following the year of the Abatement Period with respect to which the payment is made.

4.04 Tax Valuations. All valuations shall be determined by the Milam County Appraisal District as of January 1st of each year. All of the Project Entity’s or Permitted Occupant’s Personal Property in the County, will be timely rendered by Project Entity or Permitted Occupant to (i) the Milam County Appraisal District pursuant to Chapter 22 of the Texas Tax Code and (ii) the County. After the Abatement Period expires for each Phase, the full value of the Improvements and Personal Property for each Phase shall be included on the tax roll and assessed in accordance with applicable laws.

4.05 Base Year. As required by Section 312.204(a) of the Act, it is the intent of the County and the Project Entity to abate taxes only on the value of Personal Property and Improvements that is in excess of the value attributed by Milam County Appraisal District on January 1, 2025. The Parties acknowledge that on January 1, 2025, there were no Improvements or Personal Property on the Property.

4.06 Ten Year Limitation on Phase Start Date. Notwithstanding any statement or implication in this Agreement to the contrary, this Agreement shall only apply to a Phase for which the Project Entity submits a Construction Commencement Certificate to the County on or before the *tenth (10th) anniversary of the Effective Date*. County and the Project Entity agree and acknowledge that the commencement of the Abatement Period for each Phase is deferred to a date that is subsequent to the Effective Date of this Agreement, as authorized by Section 312.007 of the Act, but that no Abatement Period will exceed ten (10) years in compliance with Section 312.007

of the Act. No Abatement Period may be extended longer than ten (10) years, even if the Project Entity or a Permitted Occupant fails to qualify for abatement during one (1) or more years of the Abatement Period and no item of Personal Property shall be granted abatement in excess of ten (10) years.

4.07 Removal from PILOT when Abatement Expires. Once the 10-year Abatement Period for a Phase ends, the real property, Improvements or Personal Property associated with the Phase shall be taxed at the full rate and the PILOT payment will be adjusted to account for the property no longer being part of the PILOT payment calculation..

4.08 Terms to Apply Independently to Phases. All terms, conditions and obligations of this Agreement shall fully apply to each Phase independently except as provided in Sections 3.02 and 3.03 above.

4.09 Permitted Occupant Participation by Joinder. Any Permitted Occupant desiring to receive abatements may do so, prospectively, by becoming bound by all of the terms and certifications of this Agreement and by executing and delivering to the County a copy of the Joinder Agreement. If more than one Permitted Occupant participates by entering a Joinder Agreement, each Permitted Occupant enters the agreement only with the Project Entity and the County and has no obligations to, or liability for, any other Permitted Occupant.

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

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

4.012 Annual Compliance Certification. The Project Entity shall annually, on or before *April 30* of each year after the Effective Date and throughout the Term, certify to the County that it is in compliance with the terms of this Agreement as of January 1st of that year using the form in **Exhibit J**. After approval of any form by the County, a copy shall be sent to Milam Central Appraisal District by the County.

4.013 Provision of Statutory Exemption Application to Appraisal District. In addition to the Annual Compliance Certification provided to the County, State law requires as a

prerequisite to receiving a tax abatement that the property owner complete and submit an exemption application to the Milam County Appraisal District on Texas Comptroller of Public Accounts Form 50-116 for each year an abatement is claimed. The exemption application must be submitted to the appraisal district ***no later than April 30*** of the tax year for which the abatement is claimed.

V. ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS

5.01 Assignment. The Project Entity's rights and obligations under this Agreement (including the Project Entity's right to receive abatement hereunder) are assignable in whole or in part to taxable Project Entity Affiliates or taxable Permitted Occupants with advance written notice to, but not consent by the County, though continued receipt of an Abatement is conditioned on compliance with the terms of this Agreement (regardless of who is entitled to receive the abatement). Assignment to persons that are not Project Entity Affiliates or Permitted Occupants are subject to County's advance written consent, which consent shall not be unreasonably withheld. Any (i) Project Entity assignee of any of the rights, duties, and obligations hereunder; or (ii) any Permitted Occupant shall execute the Joinder Agreement and deliver same to County and be bound by all of the terms of this Agreement. The parties hereto agree that a transfer of ownership interest in the Project Entity to a third party shall not be considered an assignment under the terms of this Agreement. The Project Entity or a Permitted Occupant may, without obtaining the County's consent, mortgage, pledge, or otherwise encumber its interest in this Agreement or the Project and Improvements to one or more financiers, investors, and/or lenders (each, a "***Lender***") for the purpose of financing the operations of the Improvements or constructing the Improvements or acquiring additional equipment. In the event the Project Entity or a Permitted Occupant takes any of the actions permitted by this subparagraph, it must provide written notice of such action to the County with such notice to include the name and notice information of the Lender. The County agrees to reasonably cooperate with the Project Entity or the Permitted Occupant and the applicable Lender in the execution of any financing consents, estoppels or amendments requested by the Lenders as a condition of their financing.

No ownership interest in the Improvements or Personal Property may be transferred to a tax-exempt entity. Any such transfer will constitute a default under this agreement and require the defaulting entity to pay to the County any taxes it would have paid but for the Abatement under this Agreement, less any amounts paid in PILOTs.

VI. DEFAULT, REMEDIES AND NOTICE

6.01 Events of Default. Except as otherwise specified herein, the occurrence of any of the following shall constitute an event of default (each, an "***Event of Default***"):

- (a) Any representation, warranty, certification or statement made by the Project Entity shall prove to have been incorrect in any material respect when made (or deemed made); or

(b) In the absence of a Force Majeure Event, either Party shall default in the due performance or observance of any covenant in this Agreement set forth; or

(c) The occurrence of a Bankruptcy Event with respect to the Project Entity that, in the reasonable judgment of the County, makes unlikely or impossible the continued performance by the Project Entity of its rights, duties, and obligations under this Agreement.

6.02 Force Majeure. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period and in no event longer than 360 days, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty (20) business days after the Project Entity's knowledge of the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected party.

6.03 Notice; Opportunity to Cure. Upon discovery of the occurrence of an Event of Default or a condition that, upon the passage of time or the giving of notice, will result in an Event of Default, the discovering Party shall provide notice thereof to the other Party. Such notice shall specify the nature of the alleged default and the manner in which it can be satisfactorily cured. Upon delivery or receipt of notice of ongoing or imminent Event of Default, the defaulting Party shall have sixty (60) days from receipt of notice to cure the Event of Default. If the nature of the Event of Default is such that it cannot reasonably be cured within the sixty (60) day period, the commencement of the cure within the sixty (60) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

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

6.05 County Event of Default. A Project Entity or any Permitted Occupant that has executed a Joinder Agreement may enforce this Agreement by any proceeding at law or equity. The Parties agree that monetary damages are not a sufficient remedy for a County Event of Default hereunder. As a remedy for a County Event of Default, the Project Entity or a Permitted Occupant shall be entitled to equitable relief, including specific performance of this Agreement, but not monetary damages.

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

6.07 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, the Project Entity and the County intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The filing of any third-party lawsuit relating to this Agreement or the Project will not delay, stop or otherwise affect the Project Entity's receipt of Abatements, unless otherwise required by a court of competent jurisdiction.

6.08 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; or (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the County or the Project Entity, as the case may be, at the address stated below.

Any notice mailed to the County shall be addressed:

Milam County Judge
102 S Fannin Ave
Cameron Tx, 76520
Phone: 254-697-7000
Email: _____

With a copy to:

Phone: (____) ____ - ____
Email: _____

Any notice mailed to the Project Entity shall be addressed:

Milam County DC, LLC
Attention: _____
3 Lagoon Drive, Suite 280
Redwood City, California 94065
Phone: (609) 578-2972

Email: _____

With a copy to:

Jackson Walker LLP
Attention: Ali Andrews
100 Congress Ave., Ste. 1100
Austin, Texas 78701
Phone: (512) 236-2066
aandrews@jw.com

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

7.01 Mutual Representations, Warranties, and Covenants of the Parties. The Parties acknowledge that each Party is acting in reliance upon the other Party's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the Project. In recognition of such mutual reliance, each Party represents and warrants to the other that it shall employ commercially reasonable efforts to perform its duties and obligations hereunder and shall adhere to the requirements of this Agreement.

7.02 County Representations, Warranties, and Covenants.

(a) The County has, pursuant to the Authorizing Order, taken all requisite and necessary actions to enter into this Agreement, and this Agreement represents a valid and binding agreement of the County, subject to governmental immunity and principles of bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity.

(b) To the extent (but only to the extent) its obligations are clearly defined and non-discretionary, the County is not entitled to claim immunity on the grounds of sovereignty from relief by writ of mandamus to perform its obligations hereunder.

(c) The County agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between the Project Entity and the County.

7.03 Project Entity's Representations, Warranties, and Covenants.

(a) This Agreement is a valid and enforceable obligation of the Project Entity and is enforceable against the Project Entity in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(b) The Project Entity has the power and authority to enter into this Agreement and has taken all actions necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Project Entity.

(c) The Project Entity represent that they and their successors, Project Entity Affiliates, or Permitted Occupants or permitted assigns have or will each have a taxable interest in the Improvements or Personal Property to be placed on the Property. Further, construction of the proposed Improvements will be performed by the Project Entity and its Project Entity Affiliates, Permitted Occupants, successors or permitted assigns and/or its contractors and/or subcontractors. Further, the Project Entity and its Affiliates, and Permitted Occupants each represent that use of the Improvements and the Personal Property within the Reinvestment Zone will be consistent with the general purpose of encouraging development or redevelopment of the area during the Term of this Agreement.

(d) The Project Entity acknowledges and agrees that, pursuant to Texas law, this Agreement, any applications related to this Agreement, Annual Compliance Certifications, and Joinder Agreements shall be subject to public disclosure unless specifically exempted under the Texas Public Information Act (Tex. Gov't Code Ann. Sec. 552.001 et seq.).

(e) All personnel supplied or used by the Project Entity in the performance of its obligations arising under this Agreement shall be deemed employees, contractors or subcontractors of the Project Entity or any Permitted Occupant (as and if applicable) and shall not be considered employees, agents, or subcontractors of the County for any purpose whatsoever. The Project Entity and any Permitted Occupant shall be solely responsible for the compensation of its respective personnel.

(f) The Project Entity has delivered, unless exempted under applicable law, the Certificate of Interested Parties Form 1295 ("**Form 1295**") and certification of filing generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent, prior to the execution of this Agreement by the County and the Project Entity if required to do so. The Project Entity and the County understand that none of the County or the County's representatives or consultants have the ability to verify the information included in Form 1295, and none of the County or the County's representatives or consultants have an obligation, nor have undertaken any responsibility, for advising the Project Entity with respect to the proper completion of Form 1295 other than, with respect to the County, providing the identification numbers required for the completion of Form 1295.

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

limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

i. The Project Entity represents that neither they nor any of their parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a Project Entity identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended.

ii. The Project Entity hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Texas Government Code, as amended.

iii. The Project Entity hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Texas Government Code, as amended.

iv. The Project Entity hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Texas Government Code, as amended.

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

VIII. INDEMNIFICATION

8.01 General Indemnification. THE PROJECT ENTITY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE COURT, AND ANY OTHER OFFICIAL, EMPLOYEE, AGENT, ATTORNEY, OR REPRESENTATIVE OF ANY OF THE FOREGOING (TOGETHER, THE “**INDEMNIFIED PARTIES**”) FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES

OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY A THIRD PARTY, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH, AND PROPERTY DAMAGE, MADE UPON ANY INDEMNIFIED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE PROJECT ENTITY'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE PROJECT ENTITY, WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. IF A COURT OF COMPETENT JURISDICTION FINDS THE PROJECT ENTITY AND AN INDEMNIFIED PARTY JOINTLY LIABLE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, THEN LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY SUCH INDEMNIFIED PARTY UNDER APPLICABLE TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES HERETO UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE PROJECT ENTITY SHALL IMMEDIATELY ADVISE THE COURT, IN WRITING, OF ANY CLAIM OR DEMAND AGAINST THE PROJECT ENTITY, TO THE EXTENT AND WHEN KNOWN TO THE PROJECT ENTITY, RELATED TO OR ARISING OUT OF THE PROJECT ENTITY'S ACTIVITIES UNDER THIS AGREEMENT.

IX. MISCELLANEOUS PROVISIONS

9.01 Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

9.02 Entire Agreement; Parties in Interest. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein. No person, other than a Party, shall acquire or have any right hereunder or by virtue hereof.

9.03 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State. This Agreement is performable in the County. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Milam County or a federal court covering Milam County. Notwithstanding the foregoing, the Parties hereto agree that any dispute that may arise under this Agreement shall first be submitted to non-binding mediation before litigation is filed in court.

9.04 Amendment by Agreement. This Agreement may only be amended by mutual written consent of the Parties.

9.05 No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other Party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the Party waiving such condition, right, or obligation. The failure of either Party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

9.06 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

9.07 No Personal Liability. None of the members of the Court, nor any officer, agent, or employee of the County, shall be charged personally by the Project Entity with any liability, or be held liable to the Project Entity under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

9.08 Severability. In the event any clause or provision of this Agreement is adjudged to be invalid or unenforceable, that clause or provision shall be severable and shall not invalidate the remainder of the Agreement, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

9.09 Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

9.010 Reimbursement of Attorney's Fees. The Project Entity will reimburse the County for the reasonable attorneys' fees and expenses incurred by the County in the negotiation and implementation of this Agreement in an amount not to exceed \$50,000.

[Signatures follow.]

11/13/2025

IN WITNESS HEREOF, the Parties hereto have caused this instrument to be duly executed this day ____ of _____, 2025.

Milam COUNTY, TEXAS

By: _____
County Judge

Milam County DC, LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF Milam §

The foregoing instrument was acknowledged before me this _____, 2025, by _____, as _____.

[SEAL]

Notary Public
Commission Expires: _____

[_____]

By: _____

STATE OF TEXAS §
 §
COUNTY OF Milam §

The foregoing instrument was acknowledged before me this _____, 2025, by
_____, as _____.

[SEAL]

Notary Public
Commission Expires: _____

SCHEDULE I

INDEX TO EXHIBITS

Description of Reinvestment Zone Property.....	EXHIBIT A
Road Use Agreement	EXHIBIT B
Local Goods and Services Plan.....	EXHIBIT C
Form of Construction Commencement Certificate.....	EXHIBIT D
Form of Construction Completion Certificate.....	EXHIBIT E
Form of Joinder Agreement	EXHIBIT F
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Form of Real Property Phase Description Certificate.....	EXHIBIT H
Calculation of PILOT Amount.....	EXHIBIT I
Annual Compliance Certification	EXHIBIT J

EXHIBIT A
REINVESTMENT ZONE PROPERTY DESCRIPTION
(+/- _____ Acres)

EXHIBIT B
ROAD USE AGREEMENT
IN THE COMMISSIONERS COURT
OF
MILAM COUNTY, TEXAS

A RESOLUTION AND ORDER APPROVING A
ROAD USE AGREEMENT BETWEEN

MILAM COUNTY, TEXAS AND MILAM COUNTY DC, LLC

WHEREAS, Milam County, Texas (the “**County**” or “**Milam County**”) is familiar with a data center project (the “**Project**”) in the portion of the County described on Exhibits A and B, attached hereto and incorporated herein by reference (“**Project Area**”) contemplated by MILAM COUNTY DC, LLC, a Delaware limited liability company (the “**Project Entity**”);

WHEREAS, the Project Entity contemplates making certain improvements to the real property located within the Project Area consisting of certain buildings and related infrastructure (the “**Improvements**”);

WHEREAS, with the exception of statutory requirements, such as §240.907, Texas Transportation Code, §181.044 Texas Utilities Code, there are no applicable Milam County rules or ordinances that would require the Project Entity to obtain zoning approval, a permit, or an authorization for the ownership, construction, operation or maintenance of the Project and its Improvements within the Project Area. There are no presently existing Milam County rules, ordinances, or other zoning rules or regulations affecting the proposed ownership, construction, operation, or maintenance of Improvements within the Project Area;

WHEREAS, no part of the Project Area is located within the city limits of any towns within Milam County, and no part of the Project Area is located within the extraterritorial jurisdiction of any city within the County.

WHEREAS, the ownership, construction, operation, maintenance, and decommissioning of the Improvements will require access to, egress from, encroachments into, crossings of, and possibly upgrades to one or more roads maintained by Milam County, or other county owned or maintained rights-of-way, and, or county held right-of-way easements located in Milam County, Texas (collectively and as more fully described herein, the “**Road Usage**”);

WHEREAS, by its dedication, use, and/or maintenance of the roads and as the owner and holder of County rights-of-way and right-of-way easements in the County, the Commissioners Court of Milam County has the authority on behalf of the County to permit the Road Usage;

WHEREAS, the Project Entity seeks the County’s permission for such Road Usage and Milam County, Texas, has agreed to grant said permission.

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF MILAM COUNTY, TEXAS:

1. That the findings and recitals in the preamble to this Order are found to be true and correct and are hereby RATIFIED, APPROVED and ADOPTED, and the following terms shall be referred to herein as the “**Agreement**” between the County and Milam County DC, LLC.
2. Project Entity shall repair any material damages that pose a safety risk or are otherwise severe damage to County roads caused by Project Entity or Project Entity’s contractors or suppliers during the course of constructing, repairing or maintaining the Improvements, and with respect to non-material or minor repairs shall by the end of construction of the Improvements return such roads to as good or better than the condition such roads were in prior to their use by the Project Entity or Project Entity’s contractors or suppliers. Obligations in this Agreement regarding damages or damage repairs do not include ordinary wear and tear.
 - a. Prior to the commencement of any work, or in advance of any subsequent modifications, the Project Entity will provide to the County a map identifying those roads (the “**Designated Roads**”) which will be utilized during the construction of the Improvements to develop, install, or construct the Improvements, and any points of access to property, or the location of any transmission or collection lines to be installed in the public right of way, with such map of the Designated Roads to be approved by the County in its reasonable discretion. If, during the construction of the Improvements, the Project Entity proposes that one or more additional county-maintained roads be added to the list of Designated Roads, the Project Entity shall submit a written notice identifying such additional roads to the County, and the County shall not unreasonably withhold, delay, or condition its consent to adding such roads to the list of Designated Roads.
 - b. The Project Entity will coordinate with the Commissioner or Road Administrator responsible for the roads to be used by the Project Entity during the construction of the Project.
 - c. The Project Entity will have a pre-construction survey completed for all Designated Roads (the “**Pre-Construction Survey**”), which will include the then-current condition of the Designated Roads and recommendations for any preparations or modifications that will be necessary for the Project Entity’s intended use of the Designated Roads. In addition, the County will provide the Project Entity, if available, with copies of any plans, cross sections and specifications relevant to the Designated Roads. Copies of all Pre-Construction Survey documentation shall be provided to the County. All costs associated with the Pre-Construction Survey shall be borne solely by the Project Entity.

- d. It is understood by the Project Entity that no county roads other than the Designated Roads may be used for ingress or egress to the Project Area during the construction period. Any truck operated by an individual under contract, supervision and control of the Project Entity, or the general contractor for the Project that is found to be operating a truck on any road not identified as a Designated Road may be fined. County may, as liquidated damages, assess the Project Entity a fine in the amount of \$1,000 for each truck using a non-designated road. In connection with any such fines, County shall: (1) provide reasonable evidence of the authorized party's violation to the Project Entity (a photograph of the violation shall be deemed reasonable evidence), and (2) notify the Project Entity of the assessment of the fine with 24 hours of the violation. Any fine that does not comply with clauses (1) and (2) of the previous sentence shall automatically be deemed waived and not owed by the Project Entity. Additionally, the Project Entity shall be liable for damage it, its contractors or its suppliers cause to the undesignated road. For a Designated Road damage shall be presumed to have been caused by vehicles traveling to and from the Project unless specifically proven otherwise. On reasonable request by the Project Entity to add additional Designated Roads, County will not unreasonably withhold its consent to any such additions. The County's consent must be in writing and approved by the Commissioners Court. The fine(s) and repair obligations of the Project Entity shall be its sole and exclusive liabilities and obligations with respect to unauthorized use of County roads.
- e. Where prudent engineering and design suggest appropriate, the Project Entity will, at its sole cost and with the consent and approval of the County, prepare any roads in advance of the introduction of heavy or wide loads as necessary to sustain heavy or wide load trucks or where necessary in advance prepare access points from County Roads. For purposes of this Agreement, the term "heavy or wide loads" are defined as any load exceeding 54,000 pounds in gross weight or 36,000 pounds per axle, and any load more than 12 feet in width.
- f. Maintenance and Repair of Designated Roads.
 - i. *During the Construction of the Improvements.* It is understood that maintenance of the Designated Roads shall be performed by the Project Entity during the construction of the Improvements, and such maintenance shall include all work necessary to maintain the Designated Roads in a condition materially consistent with the Pre-Construction Survey.
 - ii. *After Completion of the Construction of the Improvements.* Within thirty (30) days after all construction work for the Improvements has been completed, the Project Entity will have a post-construction

survey¹ completed for all Designated Roads (the “**Post-Construction Survey**”), which will include the then-current condition of the Designated Roads and a comparison of the then-current condition of the Designated Roads with the condition of the Designated Roads at the time of the Pre-Construction Survey and recommendations for restoring the Designated Roads to a condition equal to or better than their condition as of the time of the Pre-Construction Survey. Copies of all Post-Construction Survey documentation shall be provided to the County. All costs associated with the Post-Construction Survey shall be borne solely by the Project Entity. The Project Entity and the County shall cooperatively review the findings of the Post-Construction Survey and, within thirty (30) days after the Project Entity provides the Post-Construction Survey, the Project Entity and the County shall agree on a schedule of work to be performed by the Project Entity to cause the restoration of the Designated Roads. The Project Entity shall commence such work within thirty (30) days after the parties agree on the schedule of work and shall complete such work within sixty (60) days thereafter (or in a longer commercially reasonable time period agreed to with County consent not to be unreasonably withheld).

- g. All pre-construction preparation of the Designated Roads by the Project Entity, including the widening of roads pursuant to subsection (i) below, shall have the prior approval of the County and property owners affected by any widening (to the same extent that the consent of the affected property owners would be required if the County widened or changed the course of a County road), and shall be done in accordance with the standards and specifications for road repair generally used by the County for other county roads. If this covenant for road preparation or repair by the Project Entity cannot be performed by the Project Entity or in the event the Project Entity fails to perform this covenant within 30 days of a demand that they do so from the County (or in a longer commercially reasonable time period agreed to with County consent not to be unreasonably withheld), then the County may perform the road repair required of the Project Entity pursuant to this section and the Project Entity agrees to reimburse the County for their reasonable and necessary costs in repairing such roads. The County’s cost for such repairs shall be determined using the applicable rates used by Federal Emergency Management Administration (“**FEMA**”) for equipment and personnel and the County’s actual cost of materials. The Project Entity agrees to pay the cost of any such repairs within 30 days of the date the Project Entity is billed for such services by the County; if the Project Entity fails to timely pay the cost of

¹ Question for County: any specifics / minimum obligations regarding the Post-Construction Survey that we should be aware of?

such repairs, the County shall be permitted to access the Financial Assurance in the manner described in subsection (k) below. The Project Entity's obligation to reimburse the County for its costs in repairing such roads shall be their sole and exclusive liability hereunder.

- h. The Project Entity may not widen or change the course of any County road without the consent of the County and any affected property owners (to the same extent that the consent of the affected property owners would be required if the County widened or changed the course of a County road), which consent from the County shall not be unreasonably withheld, conditioned, or delayed so long as the Project Entity is not in default of its obligations under this Agreement. As a condition to granting such consent the County may require the Project Entity to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. The Project Entity agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.
- i. Any roads constructed upon private property by the Project Entity will not, and shall not hereafter, become the responsibility of the County unless the County receives from the landowner a dedication of sufficient right of way, and the Commissioners Court, in its sole discretion, finds the road serves a sufficient public purpose and affirmatively accepts the road as a County Road.
- j. Any County owned culverts or bridges, if any, that must be replaced or repaired in the Project Area as result of the construction of the Project and heavy loads associated with the Project will be replaced or repaired by the Project Entity subject to supervision and approval of the County.
- k. To more fully implement the terms of Section 2 of this Agreement, the Project Entity agrees to, prior to the commencement of significant construction activities for the Project, establish a fund in an amount equal to \$250,000.00, to be placed on escrow with the County Treasurer of Milam County, Texas, or a \$250,000.00 Letter of Credit acceptable to the County ("**Financial Assurance**"). This Financial Assurance shall be made available to be applied to any costs incurred by Milam County for the maintenance or repair of roads, bridges, culverts or other road infrastructure due to damage under paragraphs 2(f) and 2(g) of this Agreement which the Project Entity fails to reimburse within the time required by this paragraph (k). If the Project Entity fails to timely comply with the requirements of paragraphs 2(f) or 2(g), the County will first give notice to the Project Entity of the noncompliance, and the Project Entity will have thirty (30) days in which to cure its noncompliance (or in a longer commercially reasonable time period consented to by the

County, not to be unreasonably withheld). Failure to cure the noncompliance will authorize the County to access the Financial Assurance to the extent of the actual costs of repairs incurred by the County, as documented by actual receipts for material, labor or equipment use rates, as based on FEMA publications, as noted above. Upon any withdrawal from the Financial Assurance, the Project Entity shall, within ten (10) Business Days of County's notice to the Project Entity of having drawn on the Financial Assurance, cause the Financial Assurance to be restored or reissued, if necessary, so that the amount of \$250,000 will be available to the County under this paragraph. Failure to provide the Financial Assurance or to cause the Financial Assurance to be restored or reissued to the original amount when and if necessary, shall constitute a material breach of this Agreement, and the rights and permissions granted to the Project Companies in this Order may be suspended by the County until the Financial Assurance is provided, restored, or reissued, as the case may be. At the conclusion of all construction and commencement of commercial operations of the Project, the Financial Assurance will be withdrawn or released back to the Project Entity.

- l. The Project Entity agrees to defend, indemnify and hold harmless Milam County and its officers, representatives and employees against any and all losses, damages, claims, expenses and liabilities for physical damage to the property of Milam County or to any person, including reasonable attorney's fees to the extent caused by the Project with respect to (1) operations of the Project Entity or any of its contractors or subcontractor for any intentional act or omission on the part of the Project Entity or its agents, representatives, employees, or its general contractor or sub-contractors and all employees of such companies actually performing work related to the Project, and (2) any negligent, careless or reckless act or omission on the part of the Project Entity or its contractors and subcontractors, and (3) any breach of this Agreement. This indemnity agreement shall survive after the conclusion of all construction and the commencement of commercial operations of the Project for a period of one (1) year.
- m. The Project Entity agrees to provide insurance at all times during construction and such insurance will include: (1) Worker's compensation insurance in compliance with the laws of the State of Texas (2) Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence and a \$2,000,000 aggregate limit, and (3) Automobile Liability insurance with a combined single limit of \$1,000,000. Certificates of Insurance will be provided upon request to the County. Milam County will be identified as an additional insured on all insurance policies related to the Project. Limits can be achieved by any combination of primary and excess policies.

3. The Commissioners' Court hereby grants permission to the Project Entity and its successors and assigns during the planning and construction phases of its Project and Improvements, and thereafter during the operation and maintenance phase of the Project and Improvements until said Project and Improvements are completely abandoned, to use all County roads for the Road Usages described herein, including but not limited to, access and egress to and from the Project Area (except that access, ingress, and egress by construction vehicles during the initial construction of the Project will be limited to the Designated Roads).
4. That the permission granted in Ordering Paragraph 3 includes the installation, operations, maintenance, and repair, of the Project and Improvements, which includes transmission and fiber optic lines, utility services, and related facilities which may be within the rights of way of said County roads and right-of-way easements held by the County, and an authorization to require upgrade of such roads where necessary and conduct preliminary construction analysis of such roads and rights-of-way. The Project Entity must provide the County with notice and a map identifying the location of such Improvements in the Project Area with reference to the Designated Roads before Project construction work on such roads begins. If any County roads must be upgraded in connection with such construction work, The Project Entity will perform such upgrade work at its cost. The County may inspect such road upgrade work and the Project Entity will perform additional work if needed to cause the upgrades to meet the same or better road standards as in effect at the commencement of Project construction (such standards being those agreed to by all parties). The Project Entity must repair any damage to the County roads caused by its installation, maintenance or repair activities in accordance with Ordering Paragraph 2 of this Agreement.
5. Special Provision: [to be added – Need information from Commissioner for the Precinct on what road they discussed improving and to what specifications.]

[Signature Page Follows]

PASSED AND APPROVED at this public hearing of the Milam County Commissioners' Court,
at which a quorum was present, on _____, 2025.

Bill Whitmire, County Judge
Milam County, Texas

ATTEST:

County Clerk

Date of Execution: _____

Accepted and Agreed:

Milam County DC, LLC, a Delaware limited liability company

By: _____

Name, Title: _____

Date of Execution: _____

Depiction of the Project Area



Parcel included in the Project Area

Being a 595.42-acre tract out of the Samuel Bowers Survey A-97 in Milam County, Texas and Rosebud-Lott ISD. Further described as a tract in the General Warranty Deed recorded at Volume 1232, Page 483 of the Official public Records of Milam County, Texas.

EXHIBIT C

LOCAL GOODS AND SERVICES PLAN

The Project Entity agrees that their respective Project Entity Affiliates, Permitted Occupants, successors or permitted assigns and/or its contractors and/or subcontractors will use best efforts to use Milam County area businesses in the construction, operation and maintenance of the Project; provided, however that the Project Entity shall not be required to use goods and services provided by local contractors and vendors that are not (i) of similar quality to those provided by nonresidents or (ii) made available on terms, conditions and price comparable to those offered by nonresidents, or (iii) possessing certain qualifications or have approvals to supply, construct and/or install equipment such as the Improvements, or (iv) such local goods or services are not available on the Project Entity desired schedule. Comparable price shall be defined as less than or equal to 105% of the nonresident price for equivalent quality, conditions and terms.

Prior to the start of construction the Project Entity shall designate a department ("Local Services Coordination Department") and phone number to be provided to the County. The County may give out the Local Services Department information to Milam County individuals, businesses, and contractors who are interested in obtaining information about providing goods and services related to the construction of the Project. Additionally, the Project Entity or the construction contractor, if any, shall advertise in local newspapers in Milam County for local contractors to perform work on the construction of the Project. The Project Entity may change the Local Services Coordination Department phone number or other contact information upon written notice to the County.

EXHIBIT D
FORM OF CONSTRUCTION COMMENCEMENT CERTIFICATE

Milam County DC, LLC and [Permitted Occupants] hereby certify that:

Construction of the Improvements for Real Property Phase ____ has commenced;

all other terms and conditions of this Agreement applicable to date have been complied with;

a projected building layout and Phase survey allowing the reasonable and objective demarcation and segregation of the real property and Improvements to be included within such Phase from each other Phase on the Property is attached hereto.

Signed on behalf of the ____ day of _____, 20____.

Milam County DC, LLC

By: _____
Signature

Position/Title

[Permitted Occupant(s)]

By: _____
Signature

Position/Title

EXHIBIT E
FORM OF CONSTRUCTION COMPLETION CERTIFICATE

Milam County DC, LLC, and [Permitted Occupants] hereby certify that:

Initials

___ the facilities for Phase ___ have been completed and all facilities and improvements have been constructed or acquired by the Project Entity pursuant to said Agreement with a total investment of \$ _____,

___ All other terms and conditions of this Agreement have been complied with;

___ a building layout and phase survey allowing the reasonable and objective demarcation and segregation of the real property and personal property included within such Phase from each other Phase on the Property is attached hereto.

Signed on behalf of the ___ day of _____, 20__.

Milam County DC, LLC

By: _____
Signature

Position/Title

[Permitted Occupant(s)]

By: _____
Signature

Position/Title

EXHIBIT F
FORM OF JOINDER AGREEMENT

**JOINDER TO MILAM COUNTY
TAX INCENTIVE AGREEMENT**

This JOINDER TO MILAM COUNTY TAX INCENTIVE AGREEMENT (this “*Agreement*”) is executed this ____ day of _____, 202__ (the “*Effective Date*”), by and between Milam County DC, LLC, a Delaware limited liability company, (the “*Project Entity*”) and _____, a _____ (“*Permitted Occupant*”).

RECITALS:

A. The Project Entity is developing one or more Data Centers (as defined below) in Milam County, Texas and are a party to the Chapter 312 Agreement between Milam County and the Project Entity dated _____, 2025 (the “*Tax Agreement*”).

B. Permitted Occupant owns real or personal property that is located in or part of the Data Center.

C. Permitted Occupant desires to become obligated to and to be bound by the terms of the Tax Agreement and to be eligible to receive an Abatement as defined in the Tax Agreement with respect to property it owns at the Data Center.

AGREEMENT

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

Joinder to Tax Agreement. Permitted Occupant does hereby join and agree to be bound by the terms of the Tax Agreement including without limitation the representations in Article 7. The Project Entity and Permitted Occupant shall use reasonable best efforts to cooperate with respect to all of the performance obligations and all of compliance obligations under the Tax Agreement.

Specific Commitments by Permitted Occupant. Permitted Occupant agrees that (a) on or before _____, 202_, it shall employ _____ of the jobs required by Article III of the Tax Agreement and/or (b) on or before _____, 202_ make \$_____ of the required minimum investment required by Article III of the Tax Agreement, and Permitted Occupant shall accurately prepare, document, and deliver all reports required under the Tax Agreement with respect to such obligations.

Incentives. Permitted Occupant shall be entitled to receive the Abatements authorized by Milam County (the “*County*”) subject to the terms Tax Agreement with respect to property owned by Permitted Occupant that is located at the Data Center.

Other Permitted Occupants. Permitted Occupant is not liable for any debts, losses, damages, liabilities, claims, judgments, liens, penalties, costs or expenses of, incurred by or attributable to any other Permitted Occupant, whether arising from this agreement or otherwise,

and nothing in this Agreement shall be construed as acceptance of or acquiescence to any such liability of another Permitted Occupant.

Mutual Indemnification. The Project Entity and Permitted Occupant hereby each agree to indemnify, defend and hold harmless the other, and each of their respective affiliates, equity owners, directors, stockholders, employees, agents, advisors, consultants, and successors and assigns from and against any and all losses, damages, liabilities, claims, judgments, liens, penalties, costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees sustained or incurred by said injured party arising from the injuring party's breach of the Tax Agreement. The provisions contained in this Section shall apply to the fullest extent permitted by law and shall survive the termination of this Agreement.

Assignment. Permitted Occupant acknowledges and agrees that its rights and obligations under this Agreement are not assignable (other than assignments to affiliates or collateral assignments) without the prior written consent of the Project Entity and the County, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the assignment limitation in the prior sentence, Permitted Occupant's rights and obligations under this Agreement may be collaterally assigned and/or pledged or otherwise encumbered, as applicable, by Permitted Occupant for the benefit of its creditors without the prior written consent of the Project Entity.

Notices. All notices to either party hereto shall be in writing and served personally on, or sent by first class U. S. Mail, postage-prepaid, to the addresses below as follows:

Project Entity:

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

With copies to:

Jackson Walker LLP
Attention: Alison Andrews
100 Congress Ave., Ste. 1100
Austin, Texas 78701
Phone: (512) 236-2066
aandrews@jw.com

Permitted Occupant:

Successors and Assigns. This Agreement and the covenants contained therein shall inure to the benefit of and be binding on the respective heirs, successors, assigns, agents, contractors, and personal representatives of the parties to this Agreement.

Miscellaneous. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without regard to principles of conflict of laws, which if applied, might require the application of the laws of another jurisdiction. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

[Signature page follows]

MILAM COUNTY DC, LLC

By: _____

Name: _____

Title: _____

Address for Notices: _____

Milam County DC, LLC

Attention:

3 Lagoon Drive, Suite 280

Redwood City, California 94065

With a copy to:

Jackson Walker LLP

Attention: Ali Andrews

100 Congress Ave., Ste. 1100

Austin, Texas 78701

[PERMITTED OCCUPANT]

By: _____

Name: _____

Title: _____

Address for Notices: _____

EXHIBIT G
FORM OF PERSONAL PROPERTY PHASE DESCRIPTION CERTIFICATE

Milam County DC, LLC (the “Project Entity”) or [a Permitted Occupant] hereby request the creation of Personal Property Phase [e.g., 1, 2, 3 . . .]:

Initials

1. Attached hereto is a duly completed and signed Rendition of the personal property located within Milam County and used at the [Phase __] Data Center as of January 1 of this year that is owned by the undersigned (the “Phase __ Personal Property”). Such Rendition utilizes Texas Comptroller Form 50-144.

2. EXAMPLE: [Project Entity] or [Permitted Occupant] hereby confirms that Personal Property Phase __ shall include all of the tangible personal property physically sited within Real Property Phase __ that is owned by [Project Entity] or [Permitted Occupant], and that such property shall be qualified for abatement as of January __, 20__. [Note maximum of two per Real Property Phase].

3. The undersigned hereby requests that the Personal Property Phase 1 be granted a property account and that the Abatement be applied to such Personal Property pursuant to the terms of the Chapter 312 Agreement entered into by and between Milam County and Project Entity on , 2025.

All other terms and conditions of this Agreement have been complied with;

The undersigned agrees that the Personal Property Rendered herewith may not be included in any other Personal Property Phase Request and may not receive Abatement more than 10 years.

Signed on behalf of the ____ day of _____ 20__.

Milam County DC, LLC

By: _____
Signature

Position/Title

[or Permitted Occupant(s)]

By: _____
Signature

Position/Title

EXHIBIT H
FORM OF REAL PROPERTY PHASE DESCRIPTION CERTIFICATE

- Projected Construction Commencement Date
- Planned Construction Duration
- Estimated Construction Completion Date
- Area survey and metes and bounds legal description
- Scope of Phase (attach site plan, layout, or survey) indicating Buildings (number and location) and other improvements and landscaping; indicate location of infrastructure (water, wastewater, electricity, drainage); should allow the reasonable and objective demarcation and segregation of the real property and personal property included within such Phase from each other Phase on the Property.
- List of necessary permits and approvals and copies thereof, as well as plans and specifications supporting issuance of permits and approvals
- Identification of general contractor(s) and major subcontractors
- Approximate building layout for such Phase

Exhibit I

The expected initial investment is \$18B. At a 75% abatement of tax revenues that would have otherwise been received by the County but for the 100% abatement of taxable value, accounting for depreciation and an expected chip refresh in year 6, the PILOT payments over 10- years totals \$135M, or an average annual PILOT payment of \$13.5M/year. However, to account for the ramp-up of investment the PILOT payments will not be a straight \$13.5M/year for 10 years, but rather will be spread out over the abatement period for each phase and totaled for each year. For every phase (representing a portion of the total \$18B investment) that is placed in service, a proportional portion of the total annual PILOT payment will be due for 10-years following that phase's placement into service.

The below table illustrates an example. In this example, \$3B is placed in service in 2026 for Phase 1A, with PILOT being applied starting in calendar year 2027. Therefore, $\$3B / \$18B * \$13.5M/year = \$2.25M/year$ PILOT payment is payable in 2027 through 2036 on Phase 1A. After 2036, there is no more abatement on Phase 1A, and the Phase 1A property reverts to a full property tax payment on its basis at that future time.

Next, \$6B is placed in service in 2027 for Phase 1B, with PILOT being applied starting in calendar year 2028. Therefore, $\$6B / \$18B * \$13.5M/year = \$4.50M/year$ PILOT payment is payable in 2028 through 2037 on Phase 1B. This is in addition to the PILOT on Phase 1A, bringing the total PILOT in 2028 on Phases 1A & 1B to \$6.75M.

When Phases-1A, 1B, 1C, 1D, and 1E are all completed, the PILOT payment for all of Phase 1 levels at \$13.5M/year for several years, then begins to drop as each phase reaches the end of its abatement period and becomes fully taxable. The County realizes the full \$135M over the periods of abatement for all of the phases.

As shown in this example, the total initial investment is \$18B, and the total PILOT payments are \$135M.

Total basis	\$B	\$18															
Total annual PILOT	\$M	\$13.5															
Example																	
		2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040		Total
Basis placed in service	\$B	\$3	\$6	\$3	\$2	\$4											\$18
PILOT payments																	
Phase 1a	\$M	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	(No more abatement/PILOT. Reverts to tax on property basis)					
Phase 1b	\$M		\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50					
Phase 1c	\$M			\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	\$2.25				
Phase 1d	\$M				\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50			
Phase 1e	\$M					\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00		
Total PILOT payments*	\$M	\$2.25	\$6.75	\$9.00	\$10.50	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50	\$11.25	\$6.75	\$4.50	\$3.00		\$135
* - note does not include property tax payments post-abatement																	

The PILOT payments shall never be reduced below the amounts calculated using the above process. No change in the County's tax rate, nor protest of value shall affect the PILOT payments payable hereunder

EXHIBIT J

Milam County Annual Compliance Certification

To be filed annually with the County on or before April 30 of each year in which an Abatement applies.

[TO BE UPDATED]

EMPLOYMENT REPORT

Date:

Company:

Effective Date of Agreement:

Number	Employer	Redacted Employee No. (last three digits)	Start Date	Full Time (yes/no)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
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35				
36				
37				
38				
39				
40				

Wage of the lowest paid employee \$ _____ included in the 400 employees required by the Agreement.

The Project Entity, Project Entity Affiliates and/or Permitted Occupants certify as follows:

- 1) the Project Improvements have been completed, constructed, or installed pursuant to the Agreement;
- 2) all ad valorem taxes not abated by the Agreement have been timely paid by the Project Entity, Project Entity Affiliates, and/or Permitted Occupants;
- 3) the Project Entity is in compliance with the Minimum Job Requirement for such year; and
- 4) all other terms and conditions of this Agreement have been complied with.

OR

The Project Entity hereby certifies that:

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

Executed on the _____ day of _____, _____

Printed Name: _____

Title: _____

Signature: _____

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 11/14/2025 1:45:36 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: 47631971_2_Milam County _ Orion 312 Agreement with fixed PILOT.docx	
Modified DMS: iw://imanagework.jw.com/jwdocs/47631971/4 - Milam County Orion 312 Agreement with fixed PILOT.docx	
Changes:	
<u>Add</u>	45
~~Delete~~	53
~~Move From~~	0
<u>Move To</u>	0
<u>Table Insert</u>	0
~~Table Delete~~	0
<u>Table moves to</u>	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	98