

**Tax Abatement Agreement (Phase 9) between
Childress County, Texas and
Lancium LLC, Rolling Plains EV Stations LLC, and
Lancium Childress LLC**

State of Texas

County of Childress

This Tax Abatement Agreement (the “**Agreement**”) is made and entered into by and between Childress County, Texas (the “**County**”), acting through its duly elected officers, and Lancium LLC, Rolling Plains EV Stations LLC, and Lancium Childress, LLC, (together “**Owner**”) owner and lessee of land where Eligible Property (as hereinafter defined) will be located on real property located in the Reinvestment Zone(s) described in this Agreement. This Agreement shall become effective upon final signature by both parties (which date shall be the “**Effective Date**”) and shall remain in effect until fulfillment of the obligations described in Paragraph IV(D), unless terminated earlier as provided herein.

I. Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as amended, and by the Guidelines and Criteria (as defined below).

II. Definitions

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

- A. “Abatement” means the full or partial exemption from the County’s Maintenance and Operations (“M&O”) and Interest and Sinking (“I&S”) ad valorem taxes on property in a Reinvestment Zone(s) as provided herein.
- B. “Abatement Period” means the ten-year period described in Paragraph IV(B)(1) of this Agreement during which the Abatement will apply.
- C. “Base Year” means the Calendar Year in which the Effective Date occurs.
- D. “Calendar Year” means each year beginning on January 1 and ending on December 31.
- E. “Certificate” means a letter, provided by the Owner (as defined below) to the County that certifies that the Project and Improvements have achieved Commercial Operations, outlines the Project and Improvements (including those that are still under construction), and states the actual Nominated Phase 9 Capacity of each Data Center included in the Project and Improvements.

- F. "Certified Appraised Value," means the appraised value, for property tax purposes, of Owner's Eligible Property (including the Project and Improvements) within the Reinvestment Zone(s) as certified by the Childress County Appraisal District ("County Appraisal District") for each tax year.
- G. "COD" means the date that the Project and Improvements commence Commercial Operations.
- H. "Commencement of Construction" means that (i) plans have been prepared and all required approvals thereof and permits thereto have been obtained for construction of the Project and Improvements; (ii) the issuance of all necessary permits for the Project and Improvements pursuant to the respective plans; and (iii) grading of the land or the construction of the vertical elements of the Project and Improvements has commenced.
- I. "Completion of Construction" means: (i) substantial completion of the Project and Improvements and (ii) the issuance of a Certificate of Occupancy, as applicable.
- J. "Commercial Operations" means that the Project and Improvements have become commercially operational and placed into service for the purpose of carrying on the data center operations for which they were designed in one or more commercial markets.
- K. "County Property Tax" means any and all current or future property taxes imposed by the County and limited to Maintenance and Operations ("M&O") and Interest and Sinking ("I&S") ad valorem taxes.
- L. "Data Center" means a building or facility that houses IT infrastructure for building, running, and delivering applications and services, and for storing and managing the data associated with those applications and services.
- M. "Default Notice" means a written notice delivered by one party to the other under Paragraph IX(A) of this Agreement. Default Notices must be delivered in accordance with the requirements of Paragraph XII of this Agreement.
- N. "Eligible Property" means property eligible for Abatement, including: fixed machinery, electric transformers (including high and low voltage equipment), electric sub-station and related infrastructure, civil works, Data Center buildings, transmission line, fiber optic connection infrastructure, computer servers (including computer hardware installed for operation or in storage), related hardware, equipment, and process units to be installed, added, upgraded, or used on the Site; and all other real or personal property reasonably related to the operation of a Data Center or the supply of power thereto and permitted to receive tax abatement by Chapter 312 of the Texas Tax Code with the exception of any power generation and power storage equipment installed in the Reinvestment Zone; provided that gas-powered electrical generation facilities and equipment and battery storage facilities and equipment shall be Eligible Property. Taxes on Eligible Property may be abated only to the extent the property's value for a given year exceeds its value for the Base Year. Tangible personal property located in the Reinvestment Zone(s) at any time before the date the Agreement is signed

is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include Owner's inventory.

- O. "Force Majeure" includes events not reasonably within the control of the party whose performance is sought to be excused thereby, including the following causes and events: acts of God and the public enemy, strikes, lockouts or other industrial disturbances, inability to obtain material or equipment or labor due to an event that meets the definition of a Force Majeure, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, storms, floods, high water washouts, inclement weather, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body, civil disturbances, explosions, breakage or accident to machinery or lines, freezing of lines any laws, rules, orders, acts or restraint of government or governmental body or court, or the partial or entire failure of fuel supply or any other event that is beyond the reasonable control of the party claiming Force Majeure.
- P. "Guidelines and Criteria" means the *Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zone(s)*, originally adopted by the Childress County Commissioners Court on July 8, 2024, a copy of which is attached hereto as Attachment B to this Agreement.
- Q. "Lender" means any entity or person providing, directly or indirectly, with respect to the Project and Improvements any (a) senior or subordinated construction, interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt, or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure, (c) tax equity financing, (d) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (e) any energy hedge provider. There may be more than one Lender. Owner, at its election, may send written notice to the County with the name and notice information for any Lender.
- R. "Local Outreach Plan" means the plan attached to this Agreement as Attachment D.
- S. "Nominated Phase 8 Capacity" means the total or overall square footage and megawatts of electrical load dedicated to housing and powering IT infrastructure for building, running, and delivering applications and services, and for storing and managing the data associated with those applications and services (as designated in square feet and megawatts).
- T. "Notice of Abatement Commencement" has the meaning assigned in Paragraph IV(B) of this Agreement.
- U. "Notices" means all notices, demands, or other communications of any type given shall be given in accordance with Paragraph XII, including Default Notices.
- V. "Owner," on the Effective Date, means Lancium LLC, Rolling Plains EV Stations LLC, and Lancium Childress, LLC, the entities that own the Eligible Property for

which the Abatement is being granted, and also includes any assignee or successor-in-interest of such party. An "Affiliate" of an Owner means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Owner. For purposes of this definition, "control" of an entity means (I) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.

- W. "Project and Improvements" means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes building(s) that house IT infrastructure for building, running, and delivering applications and services, and for storing and managing the data associated with those applications and services, any related building, structure, or fixture erected on or affixed to the land, and any other Eligible Property (including tangible personal property). Attachment F to this Agreement includes a non-exclusive list of components that are expected to be included in the Project and Improvements.
- X. "Reinvestment Zone" means the reinvestment zone, as that term is defined in Chapter 312 of the Texas Tax Code, created by Childress County to be known as the "Childress County Lancium Reinvestment Zone No. 1" by that certain Resolution Adopting and Designating a Reinvestment Zone in the Jurisdiction of Childress County, Texas, adopted and approved by the Childress County Commissioners' Court on February 25, 2025, a copy of which resolution is attached as Attachment A to this Agreement.
- Y. "Site" means the portion of the Reinvestment Zone leased or owned by Owner and on which Owner makes the Project and Improvements and installs and constructs the Eligible Property for which the Abatement is granted hereunder. The site is described in Attachment C to this Agreement.
- Z. "Term" means the period commencing on the Effective Date of this Agreement and ending on December 31 of the fifteenth Calendar Year after the commencement of the Abatement Period.
- AA. "Cumulative Certified Appraised Value of Eligible Property Exclusive of Depreciation" means , for any Calendar Year, the sum of all annual Certified Appraised Values prior to the deduction of any deprecation of Eligible Property under all abatement agreements between Owner and County in the Reinvestment Zone after each such agreement's effective date through and including the January 1 Certified Appraised Value applicable to such Calendar Year.

III. Project and Improvements in Reinvestment Zone(s)

Owner anticipates constructing the following Project and Improvements on the Site:

- A. One or more Data Centers, and any building, structure, or fixture erected on or affixed to the land, all to be located in the Reinvestment Zone(s). The total Nominated Phase 9 Capacity of such Data Centers will vary but shall at a minimum equal 90,000 square

feet and 90 megawatts of electrical load. The Certified Appraised Value will depend upon annual appraisals by the Childress County Appraisal District.

- B. The Project and Improvements will also include any other property in the Reinvestment Zone(s) owned or leased by Owner meeting the definition of “Eligible Property” that is used for building, running, and delivering applications and services, and for storing and managing the data associated with those applications and services, including specifically the equipment listed in Attachment F. Parties acknowledge that any power generation and power storage equipment installed in the Reinvestment Zone (except for any such equipment included in the definition of Eligible Property) are not components of the Project and Improvements, and that any valuation attributable thereto shall be subject to the County’s full tax levy or a separate abatement agreement.
- C. Owner shall complete the Project and Improvements by December 31, 2035. If the Project is not completed by such date, the Parties may terminate this Agreement. For avoidance of doubt, the Project shall be deemed “completed” when the Project has become commercially operational and placed into service as defined in II(J) of this agreement.

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

- A. The County and Owner specifically agree and acknowledge that Owner’s property in the Reinvestment Zone(s) shall be taxable in the following ways before, during, and after the Term of this Agreement:
 - 1. Property not eligible for Abatement, if any, shall be fully taxable at all times;
 - 2. The Certified Appraised Value of property existing in the Reinvestment Zones prior to execution of this Agreement shall be fully taxable at all times;
 - 3. Prior to commencement of the Abatement Period, the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zones shall be fully taxable at all times;
 - 4. During the Abatement Period, County Property Taxes on the Certified Appraised Value of all Eligible Property included in the Project and Improvements shall be abated for the periods and in the amounts as provided for by Paragraph IV(B) below; and
 - 5. After expiration of the Abatement Period, 100% of the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zones shall be fully taxable at all times, including during the remainder of the Term.

B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of County Property Taxes assessed on the Eligible Property in the Reinvestment Zone(s) as follows:

1. Beginning on the earlier of (a) January 1 of the first Calendar Year after the COD or (b) January 1 of the Calendar Year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner (with such Calendar Year being “Year 1” of the Abatement Period) and ending upon the conclusion of ten full Calendar Years thereafter (which 10-year period shall constitute the Abatement Period), the Abatement percentage for each calendar year shall be computed by the following formula: (a) 62% of the first-installed Twenty Billion Dollars (\$20,000,000,000) of the Cumulative Certified Appraised Value of Eligible Property Exclusive of Depreciation, plus (b) 80% of the remaining Cumulative Certified Appraised Value of Eligible Property Exclusive of Depreciation. For the avoidance of doubt, if the Certified Appraised Value of Eligible Property Exclusive of Depreciation for property installed in 2027 is Fifteen Billion Dollars (\$15,000,000,000) (based on the January 1, 2028 Certified Appraised Value of such property) and the Certified Appraised Value of Eligible Property Exclusive of Depreciation for property installed in 2028 is Ten Billion Dollars (\$10,000,000,000) (based on the January 1, 2029 Certified Appraised Value of such property), and if the January 1, 2029 Certified Appraised Value of such property installed in 2027 has depreciated to Twelve Billion Dollars (\$12,000,000,000), then the allocation of Abatement percentages applied to the Certified Appraised Value shall be calculated as follows:

Column	B Certified Appraised Value of Eligible Property Exclusive of Depreciation	C Allocated Abatement Percentage	D Less Depreciation Y1	E Certified Appraised Value	F Reduction in Taxable Value due to Abatement	F Taxable Value Net of Abatement that is Subject to County Property Tax	G Percentage of Abatement
		<i>Per Agreement</i>		<i>Column B - D</i>	<i>Column C * E</i>	<i>Column E - F</i>	<i>Column F / Column E</i>
Abatement Year 1 - 2028	\$15,000,000,000	62%	-\$3,000,000,000	\$12,000,000,000	\$7,440,000,000	\$4,560,000,000	62%
Abatement Year 2.1 - 2029	\$5,000,000,000	62%	\$0	\$5,000,000,000	\$3,100,000,000	\$1,900,000,000	62%
Abatement Year 2.2 - 2029	\$5,000,000,000	80%	\$0	\$5,000,000,000	\$4,000,000,000	\$1,000,000,000	80%
Total	\$25,000,000,000		-\$3,000,000,000	\$22,000,000,000	\$14,540,000,000	\$7,460,000,000	66%

2. The foregoing abatement percentages shall be applied to the Certified Appraised Value of all eligible Project and Improvements described in the Certificate (and actually in place in the Reinvestment Zones) for the entire Abatement Period;

3. The Base Year value for the proposed Project and Improvements is agreed to be zero.
 4. Owner shall provide a Certificate evidencing the commencement date of commercial operations to the County and to the County Appraisal District within sixty (60) days after the COD of each Data Center described in Section III.A. Each such Certificate shall describe any ancillary facilities not required for Commercial Operations that are still under construction or planned for future installation on the date that each such Certificate is delivered, and if the Certificate indicates any such facilities exist, Owner will deliver an amended Certificate to the County within thirty (30) days after each such Project and Improvement construction and future installations are complete. If they meet the definition of "Eligible Property," such ancillary facilities, which specifically include (but are not limited to) any Eligible Property installed or to be installed during the Abatement Period in a Data Center described by the Certificate, once completed or installed, shall become part of the Project and Improvements eligible for the Abatement under this Agreement.
 5. If Owner, at its sole election, desires that the Abatement Period begin prior to January 1 of the first Calendar Year after the COD, then Owner may deliver a notice to the County and County Appraisal District stating such desire (such notice being referred to herein as a "Notice of Abatement Commencement"). If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the Abatement Period to begin on January 1, ____"; the year stated in the Notice of Abatement Commencement shall be the first year of the Abatement Period, and the Abatement Period shall extend for 10 years beyond such date. Owner shall only be permitted to deliver a Notice of Abatement Commencement if it anticipates achieving COD during the next Calendar Year. Owner shall still be required to deliver the Certificate on or before the date required in the preceding paragraph.
 6. Notwithstanding any statement or implication in this Agreement to the contrary, the parties agree that the Abatement granted in this Agreement shall in no event extend beyond 10 years.
- C. All or a portion of the Project and Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Project and Improvements.
- D. Owner agrees that the Project and Improvements, once constructed, will remain in place for at least the remainder of the Term; provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Project and Improvements prior to that date so long as the Nominated Phase 9 Capacity of the Data Centers does not drop below the minimum Nominated Phase 9 Capacity required in Paragraph III(A). IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(D), THE SOLE REMEDY OF THE COUNTY, AND OWNER'S

SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COUNTY THE FULL AMOUNT OF ACTUAL TAXES ABATED AT ANY TIME UNDER THIS AGREEMENT ON THE REMOVED PROJECT AND IMPROVEMENTS. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(D), 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.

- E. During the Abatement Period, County shall request that the County Appraisal District annually determine both (i) the Certified Appraised Value of Owner's Eligible Property in the Reinvestment Zone(s) and (ii) the taxable value (taking into account the terms of the Abatement in this Agreement) of Owner's Eligible Property in the Reinvestment Zone(s). The County Appraisal District shall record both the Certified Appraised Value and the abated taxable value of the Eligible Property in the County appraisal records. The Certified Appraised Value listed in the County appraisal records shall be the standard used for calculating the amount of taxes to be recaptured by the County in the event that the County is entitled to recapture abated taxes under this Agreement. Notwithstanding any of the foregoing, Owner at all times shall have the right to appeal, challenge, or protest appraisals of the Site, Improvements, and Eligible Property, including any portion thereof.

V. Decommissioning

Should the Project and Improvements be decommissioned, Owner must comply with all applicable laws and regulations with respect to decommissioning.

VI. Covenants

During the term of this Agreement, Owner shall:

- A. Separately identify labor and materials in any contracts for construction of the Project and Improvements in the taxable amount of \$250,000 or more for the purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Tax Code, as applicable on the effective date, resulting in the value of the materials being separately identified from other costs and state that the situs of any sales and use tax paid and related thereto will be to Childress County, Texas.
- B. Make a good faith effort to require all lessees, contractors and vendors of materials to be used in the construction of the Project and Improvements and related lease space to make Childress County, Texas the situs of sales and use taxes; provided, however,

Owner's commitments related to the selection of contractors and vendors is governed solely by the Local Outreach Plan.

C. Deliver to County:

1. Forty-five (45) days prior to the commencement of construction of the Project and Improvements;
 - i. Internal site-road layouts and relevant site road construction drawings that document Owner's plans to construct all-weather access to accommodate the provision of emergency services, including fire protection.
 - ii. A screening plan for Project and Improvements located within 200 feet of a residence, which screening plan shall (1) promote the aesthetics of properties contiguous to the project site, (2) include the mix of vegetative species to be located within 200 feet of a residence and the timing of such plantings, and (3) be subject to Childress County's approval, not to be unreasonably withheld.
2. On or before May 1 of each Calendar Year after COD, (or as soon thereafter as the Certified Appraised Value of Eligible Property Exclusive of Depreciation is available from the Childress County Appraisal District for such Calendar Year), Owner shall certify annually to the County its compliance with this Agreement by providing a written statement of compliance to the County Judge. The annual certification shall include a detailed listing of all annual Certified Appraised Values of Eligible Property Exclusive of Depreciation in the Reinvestment Zone for the current and any prior years and a listing of Project and Improvement costs prepared in accordance with generally accepted accounting principles and shall include information on the percentage complete for each phase and amount of investment in each phase of the Project and Improvements.

VII. Representations

The County and Owner make the following respective representations:

- A. Owner represents and agrees that (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Project and Improvements to be placed on the Site; (ii) construction of the proposed Project and Improvements will be performed by Owner, its successors and/or assigns and/or their contractors or subcontractors; (iii) Owner's and its successors' and assigns' use of the Site will generally be limited to the use described in this Agreement (and ancillary uses) during the Abatement Period; (iv) all representations made in this Agreement are true and correct in all material respects to the best of Owner's knowledge; (v) Owner will make any filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required now or in the future; (vi) Owner will comply with any applicable environmental laws relating to the Project and Improvements; (vii) Owner agrees to observe all state and federal law restricting the diversion and

impoundment of the natural flow of surface water across the Project and Improvements; (viii) Owner shall use commercially reasonable efforts to utilize processes, products and materials that minimize the risk of environmental toxicity emitted by the Project and Improvements; and (ix) Owner agrees to comply with the provisions of Article XI of this Agreement relating to any assignment of this Agreement.

- B. The County represents that (i) the County has formally elected to be eligible to grant property tax abatements under Chapter 312 of the Tax Code; (ii) the Reinvestment Zone(s) has been designated and this Agreement has been approved in accordance with Chapter 312 of the Texas Tax Code and the Guidelines and Criteria as both exist on the effective date of this Agreement; (iii) no interest in the Project and Improvements is held, leased, or subleased by a member of the County Commissioners Court, (iv) that the property within the Reinvestment Zone(s) and the Site is located within the legal boundaries of the County and outside the boundaries of all municipalities located in the County, and (v) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone(s) and this Agreement.

VIII. Maintenance of County Infrastructure, Access to and Inspection of Property by County Employees, and Periodic Statement of Compliance

- A. Owner shall, by contract, cause its prime contractor and major equipment suppliers to restrict their travel to and from the Project and Improvements site to the County roads listed in Attachment E (the "County Roads"); provided that Owner or a Lessee may request at any time in writing that County add other County roads to Attachment E, which request shall not be unreasonably denied. The County acknowledges and approves that (i) the Owner will need to cross the County Roads with heavy construction equipment during the construction, operation, maintenance, and decommissioning of the Project, and (ii) Owner may need to place certain fiber optic and electrical cables for the Project and Improvements across certain County Roads for the collection, distribution, and transmission of data and electricity to and from various parts of the Project and Improvements, in which case Owner and County agree to negotiate in good faith a crossing agreement for such cables. Owner shall use commercially reasonable efforts to require its prime contractor to restrict all subcontractor travel to and from the Project and Improvements to the County Roads. Owner will be wholly responsible for damage (normal wear and tear excluded) to the County Roads and rights-of-way (including bridges, culverts, ditches, etc.), if damage is caused directly thereto as a result of the construction of the Project and Improvements, or directly as a result of operations and maintenance activity conducted on the Project and Improvements (normal wear and tear excluded), including:

1. Actual costs incurred by the County to maintain County Roads and rights-of-way, if needed, utilized for construction of the Project and Improvements in an effort to keep the road safe for the traveling public will be tracked by Childress County and damage caused by Owner shall be reasonably documented by

Childress County, discussed with Owner, and invoiced to Owner, who shall remit payment within thirty days of receipt of billing;

2. Charges to Owner shall be based on a methodology designed to evaluate the isolated impact of the Owner's use of the County roads and rights-of-way and will be limited to actual repair costs incurred by the County and reasonably documented and invoiced to Owner. These costs will include all construction costs as well as all related professional services for the repair work, not to exceed 110% of a cost estimate delivered to Owner by a qualified third-party road construction contractor. Owner shall remit payment within thirty days of receipt of billing;

3. Costs associated with the issuance of a County driveway permit, which shall be required in the event the Project and Improvements are accessed directly by a County Road, and which shall not exceed \$500.00, shall be paid by Owner within thirty days of receipt of billing. Owner agrees to promptly submit a completed County driveway permit application to the precinct Commissioner.

4. Subject to County approval, which shall not be unreasonably withheld, Owner may conduct dust control and grading activities on County Roads utilized for the Project and Improvements.

5. Notwithstanding the foregoing, the County hereby preserves all rights and remedies provided under Chapter 251 of the Texas Transportation Code.

B. Owner shall allow the County's employees and consultants access to the Site for the purpose of inspecting the Project and Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner forty-eight (48) hours' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Project and Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.

IX. Default, Remedies and Limitation of Liability

A. No party may terminate this Agreement unless (i) such party provides a written Default Notice to the other party specifying a material default in the performance of a material covenant or obligation under this Agreement and (ii) such failure is not (x) excused by the occurrence an event of Force Majeure or (y) cured by the other party within sixty (60) days after the delivery of the Default Notice, or if such failure cannot be cured within such sixty (60)-day period, the other party shall have such additional time, up to 365 days, to cure such default as is reasonably necessary as long as such party has commenced remedial action to cure such failure and continues to diligently and timely pursue the completion of such remedial action before the expiration of the maximum 365-day cure period. Notwithstanding the preceding portions of this paragraph, if any default arises from a violation of law resulting from

a change in law or a change in the interpretation or enforcement of law by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to minimize the effect of such default prepared by the defaulting party and delivered to the other party. If Owner believes that any alleged termination is improper, Owner may file suit in the proper court challenging such termination. **OWNER'S SOLE REMEDY WILL BE REINSTATEMENT, INCLUDING POTENTIAL RETROACTIVE REINSTATEMENT, OF THIS AGREEMENT, AND SPECIFIC PERFORMANCE BY THE COUNTY.** In the event of default which remains uncured after all applicable notice and cure periods, the County may pursue the remedies provided for in Paragraph IX(D) and (E) below or the preceding Paragraph IV(D), as applicable.

- B. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of Force Majeure. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty business days after 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.
- C. The County shall notify Owner and any Lender (but only if the County has been provided with the name and notice information of the Lender) of any default by delivery of a Default Notice in the manner prescribed herein. The Default Notice shall specify the basis for the declaration of default, and Owner shall have the periods of time specified in Paragraph IX(A) above to cure any default. If Owner provides notice to the County of the existence of a Lender under Paragraph XI(E) and includes the Lender's contact information, then the County shall be required to deliver a copy of any Default Notice to the Lender at the same time that it delivers the Default Notice to Owner. Such Lender shall have the right to cure any Owner default on Owner's behalf and shall be entitled to the same cure periods provided for Owner under this Agreement.
- D. As required by section 312.205 of the Texas Tax Code, if a Defaulting Party (whether such party is Owner or an assignee, the "Defaulting Party") remains

uncured after all applicable notice and cure periods, the County shall be entitled to cancel the Agreement with respect to the Defaulting Party only and recover the property tax revenue abated under this Agreement with respect to any Abatement received on property owned by the Defaulting Party through the cancellation date. The Defaulting Party agrees to pay such amounts within sixty (60) days after the cancellation of this Agreement. A cancellation of the Agreement with respect to such Defaulting Party shall not cancel the Agreement with respect to, or otherwise impact the validity of the Agreement with respect to, a party other than the Defaulting Party.

E. **LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE) AND RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH IX(D) OF THIS AGREEMENT OR PARAGRAPH IV(D) OF THIS AGREEMENT, 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 TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY 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.**

F. Any Default Notice delivered to a Defaulting Party and any Lender under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN CANCELLATION OF THE TAX ABATEMENT AGREEMENT AND, IF PERMITTED, RECAPTURE OF TAXES ABATED PURSUANT TO THE AGREEMENT.

X. Compliance with State and Local Regulations

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

XI. Assignment of Agreement

- A. The rights and responsibilities of Owner hereunder may be assigned, in whole or in part, without the County's consent, provided that such assignment shall be final only after the execution of an assignment agreement between Owner and the assignee setting forth the terms of the assignment and expressly requiring the assignee to assume the obligations and responsibilities of Owner relating to any assigned rights, which assignment agreement shall be in the form of a letter acknowledged by Owner and assignee substantially similar to the form attached as Attachment G hereto, and after the delivery of a copy of such assignment agreement to the County. County and Owner shall acknowledge such assignment agreement. Any assignment by Owner that is not compliant with the provisions of this paragraph shall be a default under this Agreement subject to the notice provisions, cure provisions, remedies, and other terms and conditions of Article IX above.
- B. No assignment under Paragraph XI(A) shall be allowed if (a) the County has declared a default hereunder that has not been cured within all applicable notice and cure periods, or (b) the assignee is delinquent in the payment of ad valorem taxes owed to the County or any other taxing jurisdiction in the County.
- C. The parties agree that a transfer of all or a portion of the ownership interests in Owner to a third party shall not require the consent of the County. However, Owner shall provide the County with written notice of any such assignment within thirty (30) days after completion of the assignment.
- D. Upon any assignment and assumption under Paragraph XI(A) of Owner's entire interest in the Agreement, Owner shall have no further rights, duties or obligations under the Agreement. Upon any assignment and assumption under Paragraph XI(A) of only a portion of Owner's interest in the Agreement (for example, if only portion of the Project and Improvements is transferred by Owner to a third party), then (i) each of Owner and each assignee of a portion of this Agreement shall be considered an Owner party under this Agreement, (ii) the County shall cause the property taxes owed by each of the Owner parties to be separately assessed, and (iii) neither of the Owner parties shall have any further rights, duties, or obligations under the Agreement as to the portion of the Project and Improvements owned by another Owner party.
- E. In addition to its rights under Paragraph XI(A), Owner may, without obtaining the County's consent, mortgage, pledge, or otherwise encumber its interest in this Agreement or the Project and Improvements to a Lender for the purpose of financing the operations of the Project and Improvements or constructing the Project and Improvements or acquiring additional equipment following any initial phase of construction. Owner's encumbering its interest in this Agreement may include an assignment of Owner's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In the event Owner takes any of the actions permitted by this subparagraph, it may provide written notice of such action to the County with such notice to include the name and notice information of the Lender. County agrees to reasonably cooperate with Owner and Lenders in the execution of any financing consents, estoppels or amendments requested by the Lenders as a condition of their financing.

XII. Notice

All Notices (including Default Notices) shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading, or by facsimile transmission. Notices delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; facsimile notice shall be effective upon receipt by the sender of an electronic confirmation. All Default Notices shall be given by at least two (2) methods of delivery and in a manner consistent with Paragraph IX(F). All Notices (including Default Notices) shall be mailed or delivered to the following addresses:

To the Owner: Lancium LLC
 9002 Six Pines Dr
 Suite 134
 Shenandoah, TX 77380
 Attn: Keith Sigale, General Counsel
 Copies to: Legal@lancium.com and Tax@lancium.com

To the County: Childress County Judge
 Childress County Courthouse
 100 Ave. E Northwest #1
 Childress, Texas 79201 USA

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

XIII. Severability

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

XIV. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any dispute hereunder shall be exclusively in the courts of the County.

XV. Amendment

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

XVI. Guidelines and Criteria

This Agreement is entered into by the parties consistent with the Guidelines and Criteria.

XVII. Entire Agreement

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

XVIII. Relationship of the Parties

Owner enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Owner, or any of Owner's employees, look to Childress County as his/her employer, or as a partner, agent or principal. Neither Owner nor any of Owner's employees shall be entitled to any benefits accorded to Childress County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Owner shall be responsible for providing, at Owner's expense and election, and in Owner's name, unemployment, disability, worker's compensation and other insurance that Owner elects to provide, as well as all licenses and permits that are usual or necessary in connection with the Project and Improvements.

XIX. Local Outreach Plan

Owner shall comply with the provisions of the Local Outreach Plan.

XX. Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but such counterparts together shall constitute one and the same instrument.

[remainder of this page intentionally blank]

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the County Commissioners Court and executed by the Owner on the respective dates shown below.

CHILDRESS COUNTY, TEXAS

By: Kimberly Jones
Kimberly Jones, County Judge

Date: March 10, 2025

Tiffany Howard
Attest:
County Clerk

[Signatures continue next page]

OWNER:

Lancium LLC

By: _____

Date: _____

3/10/25

Print Name:

Michael McLamara

Print Title:

CEO

Rolling Plains EV Stations LLC

By: _____

Date: _____

3/10/25

Print Name:

Michael McLamara

Print Title:

CEO

Lancium Childress LLC

By: _____

Date: _____

3/10/25

Print Name:

Michael McLamara

Print Title:

CEO

Attachment A

Resolution designating the Childress Lancium Reinvestment Zone No. 1

COMMISSIONERS COURT OF CHILDRESS COUNTY
CHILDRESS COUNTY COURTHOUSE
100 AVENUE E NORTHWEST
CHILDRESS, TEXAS

RESOLUTION AND ORDER

DESIGNATING THE REINVESTMENT ZONE TO BE KNOWN AS THE
CHILDRESS COUNTY LANCIUM REINVESTMENT ZONE NUMBER 1
IN THE JURISDICTION OF CHILDRESS COUNTY, TEXAS

The Commissioners Court of Childress County, Texas, meeting in a special called session on February 25, 2025, considered the following resolution:

WHEREAS, the Commissioners Court of Childress County, Texas (the "County") has elected to become eligible to participate in tax abatement agreements under the provisions of the Texas Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code) (the "Act"); and,

WHEREAS, the County adopted guidelines and criteria governing tax abatement agreements in a resolution dated July 8, 2024 (the "Guidelines and Criteria"); and,

WHEREAS, a public hearing is required by Chapter 312 of the Texas Tax Code prior to approval of a reinvestment zone; and

WHEREAS, the County (a) timely published or posted all applicable notices of public hearing regarding the designation of the real estate described in the attached Exhibits A and B as a reinvestment zone for tax abatement purposes, and (b) timely notified all applicable presiding officers of the governing body of each taxing unit that includes in its boundaries real property that may be included in the proposed reinvestment zone;

WHEREAS, the improvements proposed for the reinvestment zone are feasible and of benefit to the reinvestment zone after expiration of an abatement agreement; and

WHEREAS, the property described in Exhibits A and B meet the criteria established in the Guidelines and Criteria for a reinvestment zone; and

WHEREAS, the designation of the reinvestment zone would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be of benefit to the property described in Exhibits A and B and would contribute to the economic development of the County; and

WHEREAS, all interested members of the public were given an opportunity to make comment at the public hearing.

NOW, THEREFORE, BE IT ORDERED, by the Commissioners Court of Childress County, that:

1. The County hereby designates the property located in Childress County, Texas, having the property description in Exhibits A and B attached to this Order as a reinvestment zone under the County's Guidelines and Criteria, having determined that (a) the property described in Exhibits A and B meet the criteria established in the Guidelines and Criteria, and (b) the designation of such reinvestment zone would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be of benefit to the property described in Exhibits A and B and that would contribute to the economic development of the County.

The reinvestment zone created by this Order to include the real property described in Exhibits A and B shall be known as the "Childress County Lancium Reinvestment Zone Number 1."

The foregoing Resolution and Order was lawfully moved by Jeremy Hill, duly seconded by Kevin Hawker, and duly adopted by the Commissioners Court of Childress County, Texas, on February 25th, 2025.

Kimberly Jones
Kimberly Jones
County Judge

Jiffany Howard
County Clerk, Childress County, Texas

FILED FOR RECORD
CHILDRESS COUNTY, TEXAS
2025 FEB 25 AM 11:45
JIFFANY HOWARD
CLERK - COUNTY CLERK

EXHIBIT A

Parcel No. (Property ID)	Acres	County	Owner Name	Legal Description
4339	2.00	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 203 SEC 411 BLK H, S OF HWY 287
4544	80.00	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 661 SEC 420 BLK H, W/2 OF S/2 OF N/2
4702	94.20	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 661 SEC 420 BLK H
4703	94.20	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 661 SEC 420 BLK H
5466	179.24	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 661 SEC 420 BLK H
5503	245.00	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 203 SEC 411 BLK H, W PT
5630	245.00	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 203 SEC 411 BLK H, BIERWIRTH EPT S OF HWY 287
23827	8.96	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 661 SEC 420 BLK H
3309	7.84	Childress	LACARIO VINCENT F & KELLIE A	W&NW ABST 208 SEC 421 BLK H, S RR SW CORNER S OF HWY 287
3763	4.00	Childress	HINTON RUBY EST	W&NW ABST 208 SEC 421 BLK H, S RR
3952	2.23	Childress	LACARIO VINCENT F & KELLIE A	SEC 421, BLK H W&NW, SW COR 2 TRACTS S OF HWY 287
3978	10.42	Childress	LACARIO VINCENT F & KELLIE A	W&NW ABST 661 SEC 420 BLK H, NW 1/4
4117	16.60	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 1122 SEC 452 BLK H, 18 ACRES UN SW PART
4585	80.00	Childress	RODRIGUEZ REBECCA (NEE CROZCO)	W&NW ABST 561 SEC 420 BLK H, S 1/2 OF NE 1/4
4663	75.00	Childress	POWELL J M EST	W&NW ABST 661 SEC 420 BLK H, N PART
4828	120.00	Childress	UNDERWOOD BILLY JR	W&NW ABST 192 SEC 389 BLK H
5165	160.00	Childress	MONARCH INVESTMENT PROPERTIES LLC	W&NW ABST 698 SEC 412 BLK H, SE/4
5166	160.00	Childress	MONARCH INVESTMENT PROPERTIES LLC	W&NW ABST 585 SEC 412 BLK H, NE 1/4
5508	200.00	Childress	ROCO ERNESTO PUNZALAN	W&NW ABST 182 SEC 389 BLK H, S 200 ACRES OF THE E 1/2
5787	320.00	Childress	MONARCH INVESTMENT PROPERTIES LLC	W&NW ABST 1174 SEC 412 BLK H
6891	492.00	Childress	CAMPBELL RJW PARTNERS LTD	W&NW ABST 982 SEC 390 BLK H
6048	600.00	Childress	ROWLEY PATRICIA S	W&NW ABST 1123 SEC 472
19253	486.00	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 234 SEC 471 W&NW
19368	1.25	Childress	TYLER DANIEL	W&NW ABST 208 SEC 421 BLK H
22766	1.50	Childress	LACARIO VINCENT F & KELLIE A	SEC 421 ABST 208, BLK H W&NW, SW CORNER NW PORTION AT RR
23823	1.47	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 1122 SEC 452 BLK H, 1.468 ACRES IN SW PART
	60.00	Childress		INTERCONNECTING EASEMENT
Total	3,719.81			

Attachment B

Attached is a copy of the Guidelines and Criteria for Granting Tax Abatements

TAX ABATEMENT CRITERIA AND GUIDELINES FOR CHILDRESS COUNTY, TEXAS

Effective as of the ___ day of _____, 20__

SECTION I. General Purpose:

Childress County (the "County") is committed to the promotion of high quality economic development in the area and to an ongoing improvement in the quality of life for the citizens residing within the County. The County recognizes that these objectives are generally served by enhancement and expansion of the local economy. The County will, on a case by case basis, give consideration to providing tax abatement, as authorized by V.T.C.A., Tax Code, Chapter 312, as stimulation for economic development within the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines and criteria herein set forth and in conformity with the Tax Code.

Nothing contained herein shall imply, suggest or be understood to mean that the County is under any obligation to provide tax abatement to any Applicant (as defined below) and attention is called to V.T.C.A., Tax Code, Section 312.002(d). With the above rights reserved all applications for tax abatement will be considered on a case by case basis.

SECTION II. Definitions:

Capitalized words or phrases used within these guidelines and criteria shall have the meanings set forth in Exhibit A.

SECTION III. Intent of Criteria and Guidelines:

The intent of these criteria and guidelines, as herein set forth, is to establish the minimum standards which an Applicant must meet in order for the County to consider tax abatement.

SECTION IV. Criteria and Guidelines for Tax Abatement:

A Facility will be eligible for tax abatement consideration provided such Facility meets the following guidelines and criteria:

1. To qualify for tax abatement, the Owner or Applicant must meet both of the following criteria:
 - a) the Project entails the Modernization/Renovation of Existing Facilities, Expansion of Existing Facilities or construction of a New Facility; and
 - b) the Project entails the production, manufacturing, or distribution of goods and services of which fifty percent (50%) or more are distributed outside of the County.
2. In addition to the aforementioned, the County will consider abatement only if the Owner or Applicant meets one of the following criteria:

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- a) the Project consists of at least one of the following target industries:
 - i. Advanced Technologies and Manufacturing;
 - ii. Value-added Agricultural Production including Food Processing and Machinery;
 - iii. Research and Development;
 - iv. Medical Services;
 - v. Manufacturing;
 - vi. Warehouse/Distribution;
 - vii. Corporate Headquarters of a Regional/National Service Center;
 - viii. Information and Data Centers; or
 - ix. Wind-Energy Production;
 - b) the Project is not included as a target industry, but has the potential of generating additional significant economic development opportunities for the County.
3. The Applicant must also meet one of the following criteria:
- a) the Project will add at least (i) \$500,000 in Improvements to Real Property, (ii) \$1 million in new personal property, or (iii) five (5) New Permanent Jobs if the Applicant is new to the County; or
 - b) the Project will add at least (i) \$200,000 in Improvements to Real Property, (ii) \$500,000 in new personal property, or (iii) three (3) New Permanent Jobs if the facility is an Existing Facility.
4. New or Existing Facilities located in a County Reinvestment Zone or upon Real Property eligible for such status may be eligible for consideration for tax abatement status provided that all other criteria and guidelines are satisfied.
5. Improvements to Real Property must be eligible for tax abatement status.
6. The following items shall be ineligible for tax abatement status and shall be fully taxed:
- a) real property;
 - b) inventories or supplies;
 - c) tools;
 - d) furnishings and other forms of movable personal property;
 - e) vehicles;
 - f) aircraft;
 - g) housing;
 - h) boats;
 - i) hotel accommodations;
 - j) motel accommodations;

- k) retail businesses; and
 - l) property owned by the State of Texas or any State agency.
7. In order for a Facility to qualify for abatement, the following conditions must apply:
- a) the Owner or leaseholder of Real Property must make eligible Improvements to Real Property; and
 - b) in the case of lessees, the leaseholder must have a lease commitment of at least five (5) years.
8. In County Reinvestment Zones, the amount and term of abatement shall be determined on a case by case basis, but in no event shall taxes be abated for a term in excess of ten (10) years. The amount of the taxable value of Improvements to be abated and the term of the abatement shall be determined by the County, except that a County Reinvestment Zone that is a state enterprise zone is designated for the same period as a state enterprise zone as provided by Chapter 2303, Government Code.
- In enterprise zones, the governing body of each taxing jurisdiction may execute a written agreement with the Applicant or Owner of the property. The agreement may, but is not required to, contain terms that are identical to those contained in the Abatement Agreement with the County, and the only terms for the agreement that may vary are the those dealing with the portion of the property that is to be exempt from taxation under the agreement and the duration of the agreement.
9. No Property shall be eligible for tax abatement under these criteria and guidelines unless such property is located in a County Reinvestment Zone in accordance with V.T.C.A., Tax Code, Section 312.401 and the tax abatement application is filed with the County before construction begins.
10. Notwithstanding any of the requirements set forth in Section IV Subsection 3, the governing body of the County, upon the affirmative vote of three-fourths (3/4) of its members, may vary any of the above requirements when the Applicant demonstrates that variation is in the best interest of the County or to do so and will significantly enhance the economic development of the County. By way of example only and not by limitation, the governing body of the County may consider the following or similar terms in determining whether a variance shall be granted:
- a) that the increase in productivity of the Facility will be substantial and hence directly benefit the economy;
 - b) that the increase of goods or services produced by the Facility will be substantial and directly benefit the economy;

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- c) that the employment maintained at the Facility will be increased;
- d) that the waiver will contribute and provide for the retention of existing jobs within the County; and/or
- e) any other evidence showing a direct economic benefit to the County.

11. Taxability

- a) Tax abatement shall be granted in accordance with the terms and provisions of an Abatement Agreement executed between the County and the Applicant or Owner of Real Property and/or Tangible Personal Property, which Abatement Agreement shall be in accord with the provisions of V.T.C.A., Tax Code, Section 312.402.
- b) All ineligible property, if otherwise taxable, shall be fully taxed.

12. The governing body of the County shall have total discretion as to whether tax abatement is to be granted. Such discretion, as herein retained, shall be exercised on a case by case basis. The adoption of these guidelines and criteria by the governing body of the County does not:

- a) limit the discretion of the governing body to decide whether to enter into a specific Abatement Agreement;
- b) limit the discretion of the governing body to delegate to its employees the authority to determine whether or not the governing body should consider a particular application or request for tax abatement; or
- c) create any property, contract, or other legal right in any person to have the governing body consider or grant a specific application or request for tax abatement.

13. The burden to demonstrate that an application for tax abatement should be granted shall be upon the Applicant. The County shall have full authority to request any additional information from the Applicant that the governing body of such County deems necessary to assist it in considering such application.

SECTION V. Criteria and Guidelines for Creation of a County Reinvestment Zone:

- 1. No Property shall be eligible for tax abatement through the County unless such property is located in an Enterprise Zone, in accordance with V.T.C.A., Tax Code, Section 312.4011, or a County Reinvestment Zone in accordance with V.T.C.A., Tax Code, Section 312.401. The County commissioners court, by order, if eligible to do so under V.T.C.A., Tax Code, Section 312.002 may

designate as a County Reinvestment Zone an area of the County that does not include area in the taxing jurisdiction of a municipality.

2. The governing body of the County, as required by Tax Code, Section 312.401, shall hold a public hearing on the designation of an area within its jurisdiction as a County Reinvestment Zone.
3. Notice of the hearing must be given in the same manner as provided under V.T.C.A., Tax Code, Section 312.201.
4. Property may be located both in a County Reinvestment Zone designated by the County under this subchapter and in a reinvestment zone designated by a municipality under V.T.C.A., Tax Code, Section 312 Subchapter B.
5. The designation of a County Reinvestment Zone expires five years after the date of the designation and may be renewed for periods not to exceed five years, except that a County Reinvestment Zone that is a state enterprise zone is designated for the same period as a state enterprise zone as provided by Chapter 2303, Government Code. The expiration of the designation does not affect an existing Abatement Agreement made in accordance with V.T.C.A., Tax Code, Section 312.402.
6. Designation of an area as an enterprise zone under the Texas Enterprise Zone Act, Chapter 2303, Subchapter C, Texas Government Code, constitutes designation of the area as a County Reinvestment Zone under V.T.C.A., Tax Code, Section 312 Subchapter C without further hearing or other procedural requirements other than those provided by the Texas Enterprise Zone Act, Chapter 2303, Subchapter C, Texas Government Code.

SECTION VI. Abatement Agreement:

1. An Abatement Agreement shall not exempt from taxation a portion of the value of the Facilities or Improvements for a period greater than ten (10) years.
2. An Abatement Agreement shall be subject to the rights of holders of outstanding bonds of the County.
3. Abatement Agreements made with multiple Owners must contain identical terms for the portion of the value of the property that is to be exempt and the duration of the exemption.
4. Property that is in a reinvestment zone owned or leased by a person who is a member of the governing body of the County is excluded from tax abatement.
5. Property that is subject to an Abatement Agreement when a person becomes a member of the governing body of the County does not cease to be eligible for

property tax abatement.

6. An Abatement Agreement shall:

- a) provide access to and authorize inspection of the property by County employees to ensure that the improvements or repairs are made according to the conditions of the Abatement Agreement;
- b) limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- c) provide for recapturing property tax revenue lost as a result of the Abatement Agreement if the Owner fails to make the improvements or repairs as provided by the Abatement Agreement;
- d) contain each term agreed to by the Owner of the property;
- e) require the owner of the property to certify annually to the County that the Owner is in compliance with each applicable term of the Abatement Agreement;
- f) provide that the governing body of the County may cancel or modify the Abatement Agreement if the Owner fails to comply with the Abatement Agreement;
- g) establish and set forth the Base Year Value of the property for which tax abatement is sought;
- h) provide that the taxes paid on the Base Year Value shall not be abated as a result of the execution of said Abatement Agreement;
- i) provide for the exemption of Improvements in each year covered by the Abatement Agreement only to the extent the value of such Improvements for each such year exceeds the value for the year in which the Abatement Agreement is executed;
- j) set forth the estimated value of all Improvements to Real Property;
- k) clearly provide that tax abatement shall be granted only to the extent:
 - i. the Improvements to Real Property increase the value of the Real Property for the year in which the Abatement Agreement is executed; and
 - ii. the Tangible Personal Property or Improvements to Real Property

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were not located on the Real Property prior to the execution of the Abatement Agreement;

- l) list the kind, number, and location of all proposed Improvements, including:
 - i. whether the Improvements are for a New Facility, Modernization/Renovation of Existing Facilities, or Expansion of Existing Facilities;
 - ii. the nature of the construction, proposed time table of completion, and a map or drawings of the Improvements above mentioned;
 - iii. the amount of investment and the commitment for the creation of New Permanent Jobs;
 - iv. any other information required by the County;
 - m) provide a legal description of the Real Property upon which Improvements are to be made;
 - n) provide contractual obligations in the event of default by Owner, violation of the terms or conditions by Owner, recapturing property tax revenue in the event Owner defaults or otherwise fails to make Improvements as provided in said Abatement Agreement and any other provision as may be required or authorized by State Law; and
 - o) meet any other statutory or regulatory requirements.
2. Not later than the seventh day before the County enters into an Abatement Agreement for tax abatement under V.T.C.A., Tax Code, Section 312.402, the governing body of such County or a designated officer or employee thereof shall deliver to the presiding officer of the governing body of each of the taxing units in which the property to be subject to the Abatement Agreement is located, a written notice that the County intends to enter into the Abatement Agreement. The notice must include a copy of the proposed Abatement Agreement and is presumed delivered when placed in the mail, postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.
 3. Failure to deliver the notice does not affect the validity of the Abatement Agreement.

SECTION VII. Application:

1. Any present Owner of taxable property located within the County may apply for tax abatement by filing an application with the governing body of the County.
2. The application shall consist of a completed application containing:
 - a) the name, contact information, and brief description of the Applicant;
 - b) a descriptive list of the kind, number and location of all proposed Improvements to Real Property or Existing Facility;
 - c) a map indicating the approximate location of proposed Improvements to Real Property or Existing Facilities;
 - d) a list of any and all Tangible Personal Property presently existing on the Real Property or located in an Existing Facility;
 - e) a proposed time schedule for completing the proposed Improvements;
 - f) a general description stating whether the proposed Improvements are in connection with:
 - i. the Modernization/Renovation of Existing Facilities;
 - ii. construction of a New Facility;
 - iii. the Expansion of Existing Facilities; or
 - iv. any combination of the above;
 - g) a statement of the additional value to the Real Property or Facility as a result of the proposed Improvements;
 - h) a statement of the assessed Base Year Value of the Real Property, Facility or Existing Facility;
 - i) information concerning the number of New Permanent Jobs created or the number of existing jobs retained as result of the Improvements; and
 - j) any other information which the County deems appropriate.
3. Information that is provided to the County in connection with an application or request for tax abatement and which describes the specific processes or business activity to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the Abatement Agreement is executed.
4. If the County determines that the property described is not within a current

County Reinvestment Zone, they shall so notify the Applicant and the application shall then be considered both as an application for the creation of a County Reinvestment Zone and a request for tax abatement to be effective after the zone is created.

5. An application or request for tax abatement submitted to the County under this chapter must be accompanied by an application fee of one thousand dollars and no/100 (\$1,000.00).
6. At the discretion of the County, the Applicant may be responsible for any third party fees or out-of-pocket expenses incurred by the County, including without limitation any legal, accounting, economist, appraiser fees.

SECTION VIII. Default Options

1. In the event that the Applicant or Owner has entered into an Abatement Agreement but has failed to make Improvements or is otherwise in default of any of the terms or conditions contained in the Abatement Agreement; then in such event the County shall give the Applicant or Owner sixty (60) days notice of such failure. The Applicant or Owner shall demonstrate to the satisfaction of the County above mentioned that the Applicant or Owner has commenced to cure such failure within the 60 days above mentioned. In the event the Applicant or Owner fails to demonstrate that he is taking affirmative action to cure his failure, the County shall have three options:
 - a) the County may renegotiate the Agreement with the Applicant or Owner, in which case the then-current guidelines and criteria shall apply to the new Agreement;
 - b) the County may determine that good cause exists to cancel the Agreement and all tax abatements shall terminate immediately; or
 - c) the County may terminate the Agreement and recapture taxes abated under Section IX below.
2. In any of the three above options, the County shall determine whether Applicant or Owner is in default of the Abatement Agreement and shall so notify all other local taxing authorities. Cancellation or termination of the Abatement Agreement by the County shall constitute simultaneous action to all Abatement Agreements between the County and Applicant.

SECTION IX. Recapture

1. In the event that a facility is completed and begins producing goods or services, but subsequently discontinues producing goods or services for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other

event beyond the reasonable control of Applicant or Owner for a period of 180 days during the term of an Abatement Agreement, then in such event the Abatement Agreement shall terminate and all tax abatements shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the County within sixty (60) days of the date of termination. Taxes abated in years prior to the year of termination shall be payable to the County no later than twelve (12) months after the date of termination. The burden shall be upon the Applicant or Owner to prove to the satisfaction of the County that the discontinuance of producing goods or services was as a result of fire, explosion, or other casualty or accident of natural disaster or other event beyond the control of Applicant or Owner. In the event that Applicant or Owner meets this burden and the County is satisfied that the discontinuance of the production of goods or services was the result of events beyond the control of the Applicant or Owner, then such Applicant or Owner shall have a period of one (1) year, commencing upon written notification from the County to the Applicant or Owner, in which to resume the production of goods and services. In the event that the Applicant or Owner fails to resume the production of goods or services within one year, then the Abatement Agreement shall terminate and the Abatement of all taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the County within sixty (60) days of the date of termination. Taxes abated in years prior to the year of termination shall be payable to the County no later than twelve (12) months after the date of termination.

2. In the event that the Applicant or Owner has entered into an Abatement Agreement to make Improvements to a facility but fails to undertake or complete such Improvements or fails to create all or a portion of the number of new jobs provided by the Abatement Agreement, then in such event the County shall give the Applicant or Owner sixty (60) days notice of such failure. The Applicant or Owner shall demonstrate to the satisfaction of the County that the Applicant or Owner has commenced to cure such failure within the 60 days above mentioned. In the event that the Applicant or Owner fails to demonstrate that he is taking affirmative action to cure his failure, then in such event the Abatement Agreement shall terminate and all tax abatements shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the County within 60 days of the date of termination. Taxes abated in years prior to the year of termination shall be payable to the County no later than twelve (12) months after the date of termination.
3. In the event that the County determines that the Applicant or Owner is in default of any of the terms or conditions contained in the Abatement Agreement, the County shall give the Applicant or Owner sixty (60) days written notice to cure such default. In the event such default is not cured to the satisfaction of the County within the sixty (60) days notice period, then the Abatement Agreement shall terminate and all tax abatements shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the

County within sixty (60) days of the date of termination. Taxes abated in years prior to the year of termination shall be payable to the County no later than twelve (12) months after the date of termination.

4. In the event that the Applicant or Owner allows ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event this Abatement Agreement shall terminate and all tax abatements shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the County within sixty (60) days of the date of termination. Taxes abated in years prior to the year of termination shall be payable to the County no later than twelve (12) months after the date of termination.
5. In the event that the Applicant or Owner relocates the business for which tax abatement has been granted to a location outside of the designated County Reinvestment Zone, the Abatement Agreement shall terminate after sixty (60) days written notice by the County to the Owner or Applicant. Taxes abated during the calendar year in which termination takes place shall be payable to the County within sixty (60) days of the date of termination. Taxes abated in years prior to the year of termination shall be payable to the County no later than twelve (12) months after the date of termination.
6. The date of termination as that term is used in this Section IX shall, in every instance, be sixty (60) days after the day the County mails notice of default to the address shown in the Abatement Agreement to the Applicant or Owner. Should the default be cured by the Owner or Applicant within the 60 day notice period, the Owner or Applicant shall be responsible for so advising the County and obtaining a release from the notice of default from the County, failing in which, the abatement remains terminated and the abated taxes must be paid.
7. In the event that an Abatement Agreement is terminated for any reason what so ever and taxes are not paid within the time period herein specified, then in such event, the provisions of V.T.C.A., Tax Code, Section 33.01 will apply.

SECTION X. Miscellaneous:

1. Any notice required to be given by these criteria or guidelines shall be given in the following manner:
 - a) Owner or Applicant: the address appearing on the Abatement Agreement.
 - b) County: the address appearing on the Abatement Agreement.
2. The Chief Appraiser of the County Appraisal District shall annually assess the Real and Personal Property comprising the County Reinvestment Zone. Each year, the Applicant or Owner receiving tax abatement shall furnish the Chief

Appraiser with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify the County of the assessment amount.

3. Upon the completion of Improvements made to any type of Facility, a designated employee or employees of the County shall have access to the Facility to insure compliance with the Abatement Agreement.
4. An Abatement Agreement may be assigned to a new Owner but only after written consent has been obtained from the County.
5. These guidelines and criteria are effective upon the date of their adoption by the County and shall remain in force for two (2) years. At the end of the 2 year period these guidelines and criteria may be readopted, modified, amended or rewritten as the conditions may warrant.
6. In the event of a conflict between these guidelines and criteria and V.T.C.A., Tax Code, Chapter 312, the Tax Code shall prevail and these guidelines and criteria interpreted accordingly.
7. These guidelines and criteria may be amended or repealed by a vote of three-fourths (3/4) of the members of the governing body of the County during the 2 year term in which these guidelines and criteria are effective.

Exhibit A

1. **Abatement Agreement:** A contract between a property Owner or Applicant and the County for the abatement of taxes on qualified property located within a County Reinvestment Zone.
2. **Advanced Technologies and Manufacturing:** Advanced manufacturing which requires higher skills and results in higher wages and investment.
3. **Applicant:** Any party seeking the designation of a County Reinvestment Zone or to enter into an Abatement Agreement with the County.
4. **Base Year Value:** The assessed value of property eligible for tax abatement as of January 1 preceding the execution of an Abatement Agreement as herein defined.
5. **County:** Childress County, Texas.
6. **Existing Facility:** A Facility located in or on Real Property eligible for tax abatement as of the date of execution of the Abatement Agreement.
7. **Expansion of Existing Facilities:** The addition of buildings, structures, machinery or equipment to a Facility located in or on Real Property eligible for tax abatement as of the date of execution of the Abatement Agreement.
8. **Facility:** Any Improvement made to Real Property eligible for tax abatement, including the building or structure erected on such Real Property and/or any Tangible Personal Property to be located in or on such property.
9. **Information and Data Center:** Any Facility used to house computer systems and associated components, such as telecommunications and storage systems. The main purpose of the facility is running applications that handle the core business and operational data of organizations, off-site backups and other informational operations.
10. **Improvements to Real Property or Improvements:** The construction, addition to, structural upgrading of, replacement of, or completion of any Facility located upon or to be located upon Real Property, or any Tangible Personal Property placed in or on said Real Property.
11. **Manufacturing:** The production of goods or materials or the processing or change of goods or materials to a finished product.
12. **Medical Services:** Facilities such as hospitals, specialty hospitals and other like facilities that are classified under North American Industrial Classification System Code 622.

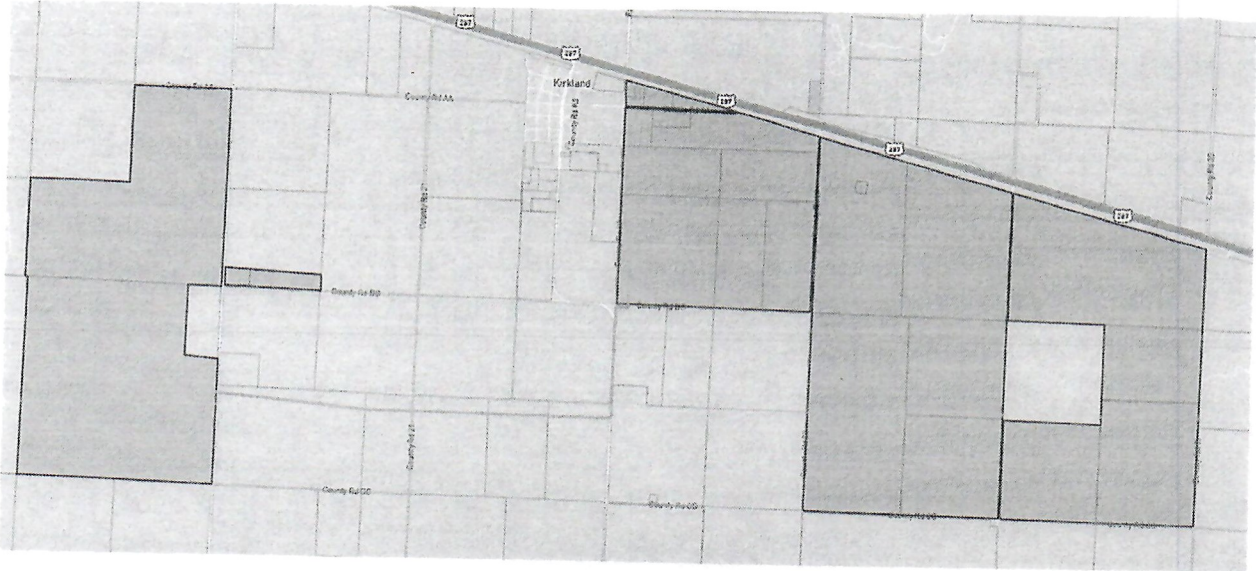
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13. **Modernization/Renovation of Existing Facilities:** The replacement or upgrading of existing Facilities.
14. **New Facility:** The construction of a Facility on previously undeveloped Real Property eligible for tax abatement.
15. **New Permanent Job:** A new employment position created by a business that has provided employment to an employee of at least 1,820 hours annually and intended to be an employment position that exists during the life of the abatement.
16. **Owner:** The record title owner of Real Property or the legal owner of Tangible Personal Property. In the case of land leased from the County or buildings leased from a private party or tax exempt property, the lessee shall be deemed the Owner of such leased property together with all Improvements and Tangible Personal Property located thereon.
17. **Real Property:** Land located within the boundaries of a County Reinvestment Zone and upon which Improvements are to be made or fixtures placed.
18. **Project:** The enterprise or activity for which any Facility or Improvement is constructed to benefit.
19. **County Reinvestment Zone:** Real Property designated as a Reinvestment Zone under the provisions of V.T.C.A., Tax Code, Section 201 or Section 312.401.
20. **Research and Development:** Research or experimentation to improve or develop new goods and/or services or to improve or develop the production process for such goods and/or services.
21. **Tangible Personal Property:** Any Personal Property not otherwise defined herein and which is necessary for the proper operation of any type of Facility.
22. **Wind-Energy Production:** The conversion of wind into electricity or the transmission, alteration, or storage of such electricity.

Attachment C

Attached is a description of the Site



Parcel No. (Property ID)	Acres	County	Owner Name	Legal Description
4339	2.00	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 203 SEC 411 BLK H, S OF HWY 287
4544	80.00	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 581 SEC 420 BLK H, W/2 OF S/2 OF N/2
4702	94.20	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 581 SEC 420 BLK H
4703	94.20	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 581 SEC 420 BLK H
5466	179.24	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 581 SEC 420 BLK H
5503	246.00	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 581 SEC 420 BLK H
5630	243.00	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 203 SEC 411 BLK H, W PT
23827	8.96	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 203 SEC 411 BLK H, BIERWIRTH EPT S OF HWY 287
3309	7.84	Childress	LACARIO VINCENT F & KELLIE A	W&NW ABST 581 SEC 420 BLK H
3763	4.00	Childress	HINTON RUBY EST	W&NW ABST 208 SEC 421 BLK H, S RR SW CORNER S OF HWY 287
3952	2.23	Childress	LACARIO VINCENT F & KELLIE A	W&NW ABST 208 SEC 421 BLK H, S RR
3978	10.42	Childress	LACARIO VINCENT F & KELLIE A	SEC 421, BLK H W&NW, SW COR 2 TRACTS S OF HWY 287
4117	16.50	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 581 SEC 420 BLK H, NW 1/4
4585	80.00	Childress	RODRIGUEZ REBECCA (NEE OROZCO)	W&NW ABST 1122 SEC 452 BLK H, 18 ACRES UN SW PART
4683	75.00	Childress	POWELL J M EST	W&NW ABST 581 SEC 420 BLK H, S 1/2 OF NE 1/4
4825	120.00	Childress	UNDERWOOD BILLY JR	W&NW ABST 581 SEC 420 BLK H, N PART
5168	160.00	Childress	MONARCH INVESTMENT PROPERTIES LLC	W&NW ABST 182 SEC 389 BLK H
5166	160.00	Childress	MONARCH INVESTMENT PROPERTIES LLC	W&NW ABST 698 SEC 412 BLK H, SE/4
5508	200.00	Childress	ROCO ERNESTO PUNZALAN	W&NW ABST 585 SEC 412 BLK H, NE 1/4
5787	320.00	Childress	MONARCH INVESTMENT PROPERTIES LLC	W&NW ABST 182 SEC 389 BLK H, S 200 ACRES OF THE E 1/2
5881	482.00	Childress	CAMPBELL RJW PARTNERS LTD	W&NW ABST 1174 SEC 412 BLK H
6048	600.00	Childress	ROWLEY PATRICIA S	W&NW ABST 862 SEC 300 BLK H
19253	480.00	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 1123 SEC 472
19368	1.25	Childress	TYLER DANIEL	W&NW ABST 234 SEC 471 W&NW
22786	1.50	Childress	LACARIO VINCENT F & KELLIE A	W&NW ABST 208 SEC 421 BLK H
23823	1.47	Childress	ROLLING PLAINS EV STATIONS LLC	SEC 421 ABST 208, BLK H W&NW, SW CORNER NW PORTION AT RR
	60.00	Childress		W&NW ABST 1122 SEC 452 BLK H, 1.468 ACRES IN SW PART
Total	3,719.81			INTERCONNECTING EASEMENT

Attachment D
Attached is the Local Outreach Plan

LOCAL OUTREACH PLAN

- A. In connection with the procurement, site preparation, construction and operation of the Project and Improvements in Childress County, Owner, any Lessees, and their agents shall make, and cause their general contractors to make, commercially reasonable attempts to:
1. Utilize qualified and experienced Childress County individuals and businesses for materials, labor and services, provided that nothing in this paragraph shall require Owner to use services and supplies that are not of similar quality to those provided by residents of businesses outside of Childress County or are not made available on terms and/or at prices comparable to those offered by residents or businesses outside of Childress County; and
 2. In filling positions of employment connected with the Project and Improvements, Owner, and Lessees and their contractors and agents shall use commercially reasonable efforts to employ qualified and experienced individuals who reside within the borders of Childress County, provided that nothing in this paragraph shall require Owner or such Lessees, contractors or agents to employ Childress County residents who are not (i) equally or more qualified than nonresidents; and (ii) are not available for employment on terms and/or at salaries comparable to those required by nonresidents.
- B. In no event shall Owner, Lessees, or their contractors discriminate against Childress County residents or businesses in employment or in the purchase of goods and services in connection with the construction of the Project and Improvements in Childress County.
- C. Owner, Lessees, and their general contractors for the construction of the Project and Improvements and who may require additional labor and/or services to complete said construction, shall hold a job and contracting information session in Childress, Texas, prior to beginning physical construction of the Project and Improvements at which information will be provided regarding the construction and hiring needs of the Project and Improvements.
- D. Notwithstanding the foregoing, Childress County acknowledges that Owner or Lessees may engage nationally recognized contractors to act as general/prime contractors of the Project and Improvements, and that Owner, Lessees, or such contractors shall procure specialty equipment and specialty materials directly from the manufacturers or distributors of such equipment and materials. The parties agree that such actions shall not in any way violate this Local Outreach Plan.
- E. Owner and Lessees conclusively shall be deemed to comply with this Local Outreach Plan so long as they hold a job and contracting information session as described in paragraph C above and actively solicit proposals from Local contractors or subcontractors and makes their selections using reasonable discretion based on economic, commercial, practical, or similar considerations.

Attachment E

List of County Roads planned for use

1. County Road BB
2. County Road CC
3. County Road DD
4. County Road 22
5. County Road 23

Attachment F

List of Anticipated Equipment for the Project and Improvements

1. Container
2. UPS Module
3. Non-Economizer Chiller
4. PDU
5. Big Box LV Switchgear
6. STS
7. Fan Wall
8. CRAH
9. Padmount Transformer
10. Split System
11. Distribution Panel
12. Vista Switch
13. Cable Busway
14. Structural – Raised Access Flooring
15. Reserve Busway
16. Battery Monitoring
17. Structural – Grid
18. BMS Equipment for UPS Container
19. Structural – Wall
20. Structural – Floor Tiles
21. Vista Switch
22. Structural – Ceiling Tiles
23. House Transformer
24. House Switchgear
25. House Distribution Panel
26. Transmission Infrastructure (Towers, Poles, Foundations, Cables, Insulators, etc.)
27. Substation and Related Infrastructure (HV/MV Circuit Breakers, Manual/Motor Operating Switches, Bus, Cables, Main Power Transformers, Controls, Relays, Etc.)
28. Cabling, Trenches, Cableways, Cable trays, Terminations and associated kit.
29. MV to LV Infrastructure (Electrical Balance of Plant, Switchgear, ATS, UPS, Generators, Monitoring Equipment, Controls, Building Automation, etc.)
30. Cooling Equipment (Air to Liquid Exchangers, HVAC, CRAC, CRAH, Fans, Pressurization Equipment, Venting or similar/equivalent)
31. Civil Site Improvements
32. Water and Sewer Infrastructure (Wells, Municipal Connections, Pumps, Piping, Water Treatment, Reverse Osmosis Systems, Septic Tanks, Injection Wells or other as required)
33. Building Construction (Foundations, Vaults, Walls, Roof/Ceiling, Sub Structures, Modular Components, Fire Suppression, Lighting, etc.)
34. Computing (Modular Skids, Racks, Networking hardware, Switches, Software, Cabling, Fiber, etc.)
35. Gas power generation facility and related machinery and equipment
36. Battery storage facility and related machinery and equipment
37. Other machinery and equipment, and improvements reasonably related to the operation of and supply of power to a data center facility

Attachment G

Form of Assignment

[Assigning party] entered into that certain Tax Abatement Agreement (the "Agreement") with County of Childress, Texas, dated [] [] .

Pursuant to Section XI.A of the Agreement, [assignor], as Owner under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part. Owner wishes to assign its rights and responsibilities under the Agreement to [assignee] under the Agreement by virtue of [insert further explanation of relationship between Owner and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, Owner hereby assigns its rights and responsibilities under the Agreement pursuant to Section XI.A of the Agreement to [assignee], including the right to receive any tax abatements for which such Project and Improvements or Eligible Property are eligible under the Agreement [specify any specific rights or responsibilities to be assumed or retained to the extent any further specificity is needed]. [Assignee] shall be included in the definition of Owner to the extent applicable under the Agreement to the extent provisions of the Agreement apply to Project and Improvements. If Owner continues to own property, for the avoidance of doubt, nothing herein shall limit Owner's rights and obligations under the Agreement with respect to such property not assigned by Owner.

We respectfully request that you acknowledge the County's recognition of this assignment below.

[OWNER]

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: _____
Name: _____
Title: _____

[COUNTY]

By: _____
Name: _____
Title: _____

[Other Agreement parties]