

**Economic Development Program Agreement  
between**

**Childress County,  
Lancium, LLC, Rolling Plains EV Stations LLC, and Lancium Childress, LLC**

*State of Texas*

*County of Childress*

This Economic Development Program Agreement (this “**Agreement**”) is made and entered into by and between Childress County, Texas (the “**County**”), acting through its duly elected officers, and the **Owner** (as defined below), to be located on land within the County more specifically described in Exhibit A to this Agreement. This Agreement becomes effective upon final signature by both parties (the “**Effective Date**”) and remains in effect during the Term (as defined below), unless terminated earlier as provided herein.

**Recitals**

WHEREAS, Chapter 381 of the Texas Local Government Code (“Chapter 381”) authorizes the County to establish an economic development program and make grants of public money to promote economic development and stimulate business and commercial activity in the County, and the County hereby establishes such an economic development program;

WHEREAS, the Commissioners Court of Childress County, Texas (the “**County Commissioners Court**”) desires to promote economic development within its jurisdiction as authorized by Chapter 381;

WHEREAS, entering into this Agreement will serve the best interests of the County and its citizens, promote economic development, and stimulate business and commercial activity in the County by:

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

WHEREAS, the contemplated use of the Site (as defined below) and the contemplated Project and Improvements (as defined below) and Eligible Property (as defined below) as set forth in this Agreement, and the other terms of this Agreement, are in accordance with the County’s economic development program, and are in compliance with all applicable laws;

WHEREAS, the County finds that the contemplated Project and Improvements and Eligible Property are feasible and practical and will be of benefit to the Site and to the County after expiration of this Agreement;

WHEREAS, Owner and the County have entered into multiple tax abatement agreements pursuant to Texas Tax Code Chapter 312 dated on or about the Effective Date, concerning the abatement of County Property Tax on Project and Improvements and Eligible Property located in the Childress County Lancium Reinvestment Zone No. 1 (as more particularly defined below, the “**Reinvestment Zone Agreements**”), each such Reinvestment Zone Agreement providing for an abatement of County Property Tax for a period of ten years for Improvements and Eligible Property covered by such Reinvestment Zone Agreement; and

WHEREAS, the parties desire to enter into this Agreement concerning the payment of Grants (as defined below) with respect to Project and Improvements and Eligible Property that did not receive an abatement of County Property Tax for the full ten year Abatement Period under the Reinvestment Zone Agreement covering such Improvements and Eligible Property, such that the total combined period over which any specific Improvements or Eligible Property shall receive an abatement under an Abatement Agreement or Grants under this Agreement shall equal (but not exceed) ten years;

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

### **I. Authorization**

This Agreement is authorized and governed by Chapter 381 and by the County’s economic development program as adopted herein.

### **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 County Property Tax on property in the Reinvestment Zone as provided for in any Reinvestment Zone Agreement.
- B. “**Abatement Period**” means the ten-year period described in any Reinvestment Zone Agreement during which the Abatement will apply.
- C. “**Calendar Year**” means each year beginning on January 1 and ending on December 31.
- D. “**Certified Appraised Value**” means the appraised value, for property tax purposes, of the property within the Site as certified by the Childress County Appraisal District (the “**Appraisal District**”) for each taxable year.



- E. **“County Property Tax”** means any and all current or future ad valorem, property, or similar taxes imposed by the County, limited to Maintenance and Operations (“M&O”) and Interest and Sinking (“I&S”) ad valorem taxes.
- F. **“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 depreciation of Eligible Property under all Reinvestment Zone Agreements after each such agreement’s effective date through and including the January 1 Certified Appraised Value applicable to such Calendar Year.
- G. **“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.
- H. **“Default Notice”** means a written notice delivered by one party to the other under Article IX of this Agreement. Default Notices must be delivered in accordance with the requirements of Article XII of this Agreement.
- I. **“Eligible Property”** means property eligible for Grants, 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, 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. Tangible personal property located in the Site at any time before the date the Agreement is signed is not eligible for Grants. Tangible personal property eligible for Grants shall not include any inventory held by Owner or a Lessee for retail sale.
- J. **“Force Majeure”** includes events not reasonably within the control of the party whose performance is sought to be excused thereby, including the following causes and events (to the extent such causes and events are not reasonably within the control of the party claiming suspension): acts of God and the public enemy; strikes; lockouts or other industrial disturbances; inability to obtain material or equipment or labor due to an event that meets the definition of Force Majeure; wars; blockades; insurrections; riots; epidemics and 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; or any other event that is beyond the reasonable control of the party claiming Force Majeure.



- K. **“Grant Percentage”** has the meaning ascribed to such term in Section IV.B.6.
- L. **“Grant Period”** has the meaning ascribed to such term in Section IV.B.1.
- M. **“Grants”** means economic development program payments by County to Owner or a Lessee in consideration of investment in Project and Improvements or Eligible Property on the Site.
- N. **“Lessee”** means a party who (i) leases any portion of the Site from Owner on which such lessee will construct and own a Data Center and related Improvements, or (ii) enters into a lease, tenancy, or other contractual arrangement with Owner or a lessee described in clause (i) to locate Eligible Property in a Data Center located on the Site, and to which (iii) Owner or a lessee described in clause (i) has assigned rights and obligations under this Agreement relating to such Data Center and related Improvements in accordance with the assignment provisions of Article XI hereto.
- O. **“Lender”** means any entity or person providing, directly or indirectly, including an assignee of an initial Lender, with respect to the Improvements or Project any of (a) senior or subordinated construction, interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt, or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure, (c) tax equity financing, (d) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (e) any energy hedge provider. There may be more than one Lender. Owner or a Lessee, at its election, may send written notice to the County with the name and notice information for any Lender.
- P. **“Notices”** means all notices, demands, or other communications of any type given shall be given in accordance with Article XII, including Default Notices.
- Q. **“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 (including an assignee in whole or in part pursuant to Article XI hereunder) 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.
- R. **“Phase 1 Agreement”** means that certain Tax Abatement Agreement (Phase 1) executed by and between Owner and County on or about the Effective Date.



- S. **“Phase 2 Agreement”** means this that certain Tax Abatement Agreement (Phase 2) executed by and between Owner and County on or about the Effective Date.
- T. **“Phase 3 Agreement”** means that certain Tax Abatement Agreement (Phase 3) executed by and between Owner and County on or about the Effective Date.
- U. **“Phase 4 Agreement”** means that certain Tax Abatement Agreement (Phase 4) executed by and between Owner and County on or about the Effective Date.
- V. **“Phase 5 Agreement”** means that certain Tax Abatement Agreement (Phase 5) executed by and between Owner and County on or about the Effective Date.
- W. **“Phase 6 Agreement”** means that certain Tax Abatement Agreement (Phase 6) executed by and between Owner and County on or about the Effective Date
- X. **“Phase 7 Agreement”** means that certain Tax Abatement Agreement (Phase 7) executed by and between Owner and County on or about the Effective Date.
- Y. **“Phase 8 Agreement”** means that certain Tax Abatement Agreement (Phase 8) executed by and between Owner and County on or about the Effective Date.
- Z. **“Phase 9 Agreement”** means that certain Tax Abatement Agreement (Phase 9) executed by and between Owner and County on or about the Effective Date.
- AA. **“Phase 10 Agreement”** means that certain Tax Abatement Agreement (Phase 10) executed by and between Owner and County on or about the Effective Date.
- BB. **“Project and Improvements”** means Eligible Property (i) meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code, including a Data Center and any related building, structure, or fixture erected on or affixed to the land, or (ii) any other Eligible Property (including tangible personal property) in the Site owned by Owner or a Lessee. Exhibit B to this Agreement includes a non-exclusive list of components that are expected to be included in the Project and Improvements.
- CC. **“Reinvestment Zone Agreement”** means each tax abatement agreement executed between Owner and County with respect to property in the Childress County Lancium Reinvestment Zone No. 1, and includes the Phase 1 Agreement, Phase 2 Agreement, Phase 3 Agreement, Phase 4 Agreement, Phase 5 Agreement, Phase 6 Agreement, Phase 7 Agreement, Phase 8 Agreement, Phase 9 Agreement, and Phase 10 Agreement, and **“Reinvestment Zone Agreements”** means, collectively, all of the Reinvestment Zone Agreements.
- DD. **“Site”** means the area described in Exhibit A to this Agreement, on which Owner or a Lessee will install and construct a Project and Improvements (including one or more Data Centers and any related Eligible Property).

EE. “**Term**” has the meaning given in Section IV(D).

### **III. Improvements**

- A. To be eligible for Grants set forth in Section IV of this Agreement with respect to a Project and Improvements or Eligible Property located on the Site, Owner or Lessee shall have complied with the conditions set forth under Section III of any Reinvestment Zone Agreement applicable to such Project and Improvements or Eligible Property.
- B. Grants paid under this Agreement with respect to a Project and Improvements or Eligible Property are contingent upon any Reinvestment Zone Agreement applicable to such Project and Improvements or Eligible Property not having terminated as of the beginning of the Grant Period defined in Section IV(B). Should such Reinvestment Zone Agreement have terminated prior to the beginning of the Grant Period with respect to all parties owning such Project and Improvements or Eligible Property, this Agreement shall not apply to such Project and Improvements or Eligible Property. Should such Reinvestment Zone Agreement have been terminated with respect to a Defaulting Party (as the term Defaulting Party is defined in the Reinvestment Zone Agreement) prior to the beginning of the Grant Period, such Defaulting Party shall not be eligible to receive Grants pursuant to this Agreement; provided, however, that such Defaulting Party termination shall not affect the eligibility of other parties owning such Project and Improvements or Eligible Property to receive Grants hereunder.

### **IV. Term and Amount of Grants; Taxability of Property**

- A. The County and Owner specifically agree and acknowledge that the property on the Site shall be taxable and eligible for Grants in the following ways:
  - 1. No Grants shall be received with respect to property other than a Project and Improvements or Eligible Property;
  - 2. Grants shall be paid for the periods and in the amounts provided for by Section IV(B) below; and
  - 3. A Project and Improvements and Eligible Property existing on the Site shall not be subject to Grants after expiration of the Grant Period designated in Section IV(B), including the remainder of the Term.
  - 4. 100% of the Certified Appraised Value of a Project and Improvements and Eligible Property existing on the Site shall be fully taxable during and after the Grant Period, subject to any applicable exemptions, special valuations, or other reductions to tax.
- B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for Grants, under the conditions set forth herein, as follows:



1. For each Calendar Year of the period beginning with the Calendar Year after the end of the earliest-ending Abatement Period under any Reinvestment Zone Agreement and ending with the tenth (10<sup>th</sup>) Calendar Year after the latest-ending Abatement Period under any Reinvestment Zone Agreement (such period, the “**Grant Period**”), the County agrees to pay Owner (or, with respect to property owned by a Lessee, such Lessee) a Grant equal to the Grant Percentage set forth in Section IV.B.6 of the County Property Tax paid on any Project and Improvements and Eligible Property located on the Site with respect to such Calendar Year, subject to the succeeding provisions of this Section IV(B).
2. Notwithstanding Section IV(B)(1), Grants may be paid with respect to a specific improvement included in Project and Improvements or an installation of Eligible Property located on the Site (a) for a maximum of ten (10) years, (b) beginning no earlier than the Calendar Year after any Abatement Period applicable to such improvement or installation of Eligible Property under a Reinvestment Zone Agreement, and (c) only to the extent that the total number of years for which County Property Taxes are abated under a Reinvestment Zone Agreement applicable to such improvement or installation of Eligible Property and Grants are paid under this Agreement with respect to such improvement or Eligible Property installation equals ten (10). For example, if an improvement or installation of Eligible Property receives an abatement for five (5) Calendar Years under a Reinvestment Zone Agreement, such improvement or item of Eligible Property shall receive Grants for five (5) Calendar Years under this Agreement. No Grants shall be paid under this Agreement for an improvement or installation of Eligible Property that received an abatement for ten (10) Calendar Years under a Reinvestment Zone Agreement.
3. Notwithstanding Section IV(B)(1), an improvement or installation of Eligible Property located on a Site shall be eligible for Grants hereunder only if (i) it is first placed into service after the beginning of the period in which County Property Taxes are abated under the Reinvestment Zone Agreement for such Site, and (ii) Owner (or a Lessee) has made a capital investment of at least One Hundred Million Dollars (\$100,000,000) in connection with such improvement or installation of Eligible Property. Owner (or a Lessee) shall use best efforts to establish a separate property tax account with the Appraisal District for such improvement or Eligible Property installation to facilitate separate tracking of the Calendar Years for which such improvement or Eligible Property installation receives abatement under the Reinvestment Zone Agreement and the additional Calendar Years for which such improvement or Eligible Property installation is eligible for Grants under this Agreement.
4. Each Grant shall be paid by the County to the owner (whether Owner or a Lessee) of an improvement or Eligible Property installation eligible for a



Grant under Sections IV(B)(1)-(3) above by March 31 of the Calendar Year following the Calendar Year with respect to which such Grant is payable.

5. Notwithstanding any statement or implication in this Agreement to the contrary, the parties agree that no Grants shall be paid with respect to any Calendar Year after the end of the Grant Period.
6. The “**Grant Percentage**” of County Property Tax payable pursuant to Section IV.B.1 shall be computed by the following formula for –each Calendar Year during the Grant Period: (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 and~~ (b) 80% of the remaining Cumulative Certified Appraised Value of Eligible Property Exclusive of Depreciation. ~~, which amount would then be divided by the Certified Appraised Value for that Calendar Year. An illustration of how the foregoing percentages (which are based on pre-depreciation values) are applied to the post-depreciation Certified Appraised Value of the applicable Eligible Property for a given Calendar Year is as follows:~~

For purposes of illustration only, if the Certified Appraised Value of Eligible Property Exclusive of Depreciation for property installed in each of the 10 years prior to the beginning of the Grant Period is Three Billion Dollars (\$3,000,000,000), such that the Cumulative Certified Appraised Value of Eligible Property Exclusive of Depreciation as of January 1 of the first Calendar Year of the Grant Period is Thirty Billion Dollars (\$30,000,000,000), and if the respective Certified Appraised Values of such property have depreciated to \$1,200,000,000 (for property installed in year 1), \$1,400,000,000 (installed in year 2), \$1,600,000,000 (installed in year 3), \$1,800,000,000 (installed in year 4), \$2,000,000,000 (installed in year 5), \$2,200,000,000 (installed in year 6), \$2,400,000,000 (installed in year 7), \$2,600,000,000 (installed in year 8), \$2,800,000,000 (installed in year 9), and \$3,000,000,000 (installed in year 10), then the Grant Percentage for the first Calendar Year of the Grant Period shall be computed as follows:

62% with respect to the Certified Appraised Values for years 1-6 and with respect to 2/3 of the Certified Appraised Value for year 7 (corresponding to the first \$20,000,000,000 of property installation consisting of \$3,000,000,000 of Certified Appraised Value of Eligible Property Exclusive of Depreciation for each of years 1-6 and the first \$2,000,000,000 of \$3,000,000,000 of Certified Appraised Value of Eligible Property Exclusive of Depreciation for year 7), meaning 62% with respect to \$11,800,000,000 of Certified Appraised Value, or \$7,316,000,000;



80% with respect to the remaining 1/3 of the Certified Appraised Value for year 7 and all Certified Appraised Value for years 8-10, meaning 80% with respect to \$9,200,000,000 of Certified Appraised Value, or \$7,360,000,000;

The foregoing calculations would result in Grants being paid with respect to \$14,676,000,000 of \$21,000,000,000 of Certified Appraised Value, resulting in an average Grant Percentage for such Calendar Year of 69.9%.

- C. A portion or all of the Project and Improvements and Eligible Property 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 such property.
- D. Owner agrees that any Data Center, once constructed, will substantially remain in place until at least twenty (20) Calendar Years after such Data Center is placed into service (the “Term”); provided that nothing herein prevents Owner (or a Lessee owning such Data Center) from replacing equipment or fixtures comprising the Project and Improvements prior to that date if such replacement does not result in the capacity of such Data Center dropping below the capacity required in Section III(A) of the Reinvestment Zone Agreement applicable to such Data Center. IN THE EVENT OF A BREACH OF THIS SECTION IV(D), THE SOLE REMEDY OF THE COUNTY, AND THE SOLE LIABILITY OF THE OWNER OF THE APPLICABLE DATA CENTER (OWNER OR A LESSEE, AS APPLICABLE), WILL BE FOR THE OWNER OF SUCH DATA CENTER TO PAY TO THE COUNTY THE FULL AMOUNT OF GRANTS AT ANY TIME UNDER THIS AGREEMENT RECEIVED WITH RESPECT TO SUCH DATA CENTER. IN THE EVENT OF A BREACH OF THIS SECTION IV(D), ANY GRANTS REPAYABLE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

## **V. Decommissioning**

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

## **VI. Covenants**

During the term of this Agreement, Owner shall:

Separately identify labor and materials in any contracts for construction of improvements or installations of Eligible Property subject to this Agreement 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.



Make a good faith effort to require all lessees, contractors and vendors of materials to be used in the construction of improvements or installations of Eligible Property subject to this Agreement 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.

Deliver to County:

1. Forty-five (45) days prior to the commencement of construction of any improvements subject to this Agreement;

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 any Grant Period hereunder begins, 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 listing of costs of any improvements or installations of Eligible Property subject to this Agreement prepared in accordance with generally accepted accounting principles and shall include information on the percentage complete and amount of investment for any such improvements or installations of Eligible Property.

## **VII. Representations**

The County and Owner make the following respective representations:

Owner represents and agrees that (i) Owner, its successors and/or assigns (including any Lessees), will have a taxable interest with respect to any improvements or installations of Eligible Property subject to this Agreement to be placed on the Site; (ii) construction of any such improvements will be performed by Owner, a Lessee, their 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 any Grant 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 of Owner by applicable law 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.

The County represents that (i) 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 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 this Agreement.

### **VIII. Maintenance of Infrastructure, Access and Inspection, and Compliance**

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 Exhibit C (the "County Roads"); provided that Owner or a Lessee may request at any time in writing that County add other County roads to Exhibit C, 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, 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.

Owner (and any Lessee) 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 (or the Lessee owning the Improvements) 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 (or a Lessee) in accordance with all applicable safety standards.

#### **IX. Default, Remedies and Limitation of Liability**

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 (or a Lessee) believes that any alleged termination is improper, Owner (or such Lessee) may file suit in the proper court challenging such termination. OWNER'S (OR SUCH LESSEE'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.

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 the defaulting party (whether such party is Owner or a Lessee, the "Defaulting Party")) 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 the Defaulting Party shall have the periods of time specified in Paragraph IX(A) above to cure any default. If the Defaulting Party provides notice to the County of the existence of a Lender under Paragraph XI(F) 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 the Defaulting Party. Such Lender shall have the right to cure any Defaulting Party default on the Defaulting Party's behalf and shall be entitled to the same cure periods provided for the Defaulting Party under this Agreement.

D. If a Defaulting Party default 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 Grants paid under this Agreement to such 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 GRANTS HEREUNDER BEYOND THE CANCELLATION DATE) AND RECAPTURE OF GRANTS PAID 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 THE DEFAULTING PARTY'S SOLE LIABILITY, IN THE EVENT THE DEFAULTING PARTY 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 GRANT REPAYMENTS DUE BY A DEFAULTING PARTY 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 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN CANCELLATION OF THE ECONOMIC DEVELOPMENT PROGRAM AGREEMENT AND, IF PERMITTED, RECAPTURE OF GRANTS PAID 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 or any Lessee 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 (i) Owner or (ii) a Lessee who has previously been assigned rights and responsibilities under this Agreement pursuant to this Section XI (any such entity described in clause (i) or (ii), an "Assignor") may be assigned, in whole or in part, to an affiliate or Lessee of such Assignor without the County's prior consent, provided that such assignment shall be final only after the execution of an assignment agreement between Assignor and the assignee setting forth the terms of the assignment and expressly requiring the assignee to assume the obligations and responsibilities of



Assignor relating to any assigned rights, which assignment agreement shall be in the form of a letter acknowledged by Assignor and assignee substantially similar to the form attached as Exhibit D hereto, and after the delivery of a copy of such assignment agreement to the County. Upon request of the Assignor, the County shall acknowledge such assignment agreement.

B. Should the rights and responsibilities of an Owner or Lessee hereunder be assigned to a party or in a manner not described in Section XI.A, such assignment may take place pursuant to the provisions of this Section XI.B. only after obtaining the County's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment by Owner or a Lessee under this Section XI.B without first obtaining the consent of the County shall be a default under this Agreement subject to the notice provisions, cure provisions, remedies, and other terms and conditions of Article IX above. Owner or such assigning Lessee shall give forty-five (45) days' written notice of any such intended assignment to the County, and the County shall respond with its consent or refusal within thirty-five (35) days after receipt of Owner's or such Lessee's notice of assignment. If the County responds to Owner's or Lessee's notice of assignment with a refusal, the parties agree to work together in good faith to resolve the County's objections to the assignment. Owner's (or such Lessee's) assignment of the Agreement shall be final only after the execution of a formal assignment document between Owner and the assignee and the delivery of notice of the execution of such assignment agreement to the County. Neither Owner's notice of an intended assignment nor the County's formal consent to an intended assignment shall constitute an assignment of the Agreement, and Owner's request for a consent to assignment shall not obligate Owner to assign the Agreement .

C. No assignment under Section XI(A) or Section XI(B) 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.

D. 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.

E. Upon any assignment and assumption under Section XI(A) or XI(B) of Owner's or a Lessee's entire interest in the Agreement, Owner or such Lessee shall have no further rights, duties or obligations under the Agreement. Upon any assignment and assumption under Paragraph XI(A) or XI(B) of only a portion of Owner's or a Lessee'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 (or the assigning Lessee) and each assignee of a portion of this Agreement shall be considered an Owner or Lessee party under this Agreement (as applicable), (ii) the County shall cause the property taxes owed by each of the Owner or Lessee parties to be separately assessed, and (iii) neither of the



Owner or Lessee 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 or Lessee party.

F. In addition to its rights under Paragraph XI(A), Owner or a Lessee 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 or a Lessee's encumbering its interest in this Agreement may include an assignment of Owner's (or such Lessee's) rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In the event Owner (or such Lessee) 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, such Lessee, 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 Grants with respect to any property is longer than allowed by law, or (ii) the Grants apply to a broader classification of property than is allowed by law, then the Grants shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Grants are not deemed excessive. Any provision required by law 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.

### **XVI. Entire Agreement**

This Agreement contains the entire and integrated Economic Development Program 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.

### **XVII. Relationship of the Parties**

Owner enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Owner, any Lessee, or any of Owner's or a Lessee's

employees, look to Childress County as his/her employer, or as a partner, agent or principal. Neither Owner, any Lessee, nor any of Owner's or a Lessee'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 and any Lessee shall be responsible for providing, at Owner's or such Lessee's expense and election, and in Owner's or such Lessee's name, unemployment, disability, worker's compensation and other insurance that Owner or such Lessee elects to provide, as well as all licenses and permits that are usual or necessary in connection with the Project and Improvements.

#### **XVIII. Local Outreach Plan**

Owner and any Lessee shall comply with the provisions of the Local Outreach Plan.

#### **XIX. Counterparts**

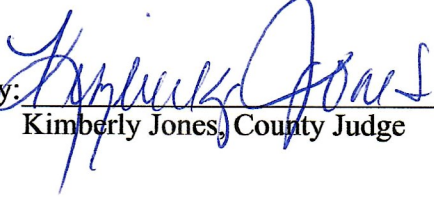
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but such counterparts together shall constitute one and the same instrument.

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

*[Signature Pages to Follow]*



**CHILDRRESS COUNTY, TEXAS**

By:   
Kimberly Jones, County Judge

Date: 3-10-2025

  
Attest.  
County Clerk

*[Signatures continue next page]*

**OWNER:**

**Lancium LLC**

By: 

Date:

3/10/25

Print Name: Michael McNamara

Print Title: CEO

**Rolling Plains EV Stations LLC**

By: 

Date:

3/10/25

Print Name: Michael McNamara

Print Title: CEO

**Lancium Childress, LLC**

By: 

Date:

3/10/25

Print Name: Michael McNamara

Print Title: CEO



Exhibit A

Sites Designated Pursuant to Reinvestment Zone Agreements

## Exhibit B

### 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 equipment
36. Battery storage facility and related machinery and equipment



37. Other machinery and equipment reasonably related to the operation of and supply of power to a data center facility

Exhibit C

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



Exhibit D

Form of Assignment

[Assigning party] entered into that certain Economic Development Participation Agreement (the "Agreement") with Childress County, Texas, dated [ ].

Pursuant to Section IX.A of the Agreement, [assignor], as a [Owner][Lessee] under the Agreement, may assign its rights and responsibilities under the Agreement in whole or in part to an Affiliate or Lessee (as such terms are defined by the Agreement). [Assignor] wishes to assign its rights and responsibilities under the Agreement to [assignee], its [Affiliate] [Lessee] under the Agreement by virtue of [insert further explanation of relationship between Assignor and assignee if needed, and if partial assignment, describe interest being assigned].

Accordingly, [assignor] hereby assigns its rights and responsibilities under the Agreement pursuant to Section IX.A of the Agreement to [assignee], to the extent such rights and responsibilities relate to a Project and Improvements or Eligible Property owned by [assignee] at the [identify the Site], including the right to receive any Grants computed with respect to tax paid on such Project and Improvements or Eligible Property [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 – for Affiliates] [Lessee – for Lessees] under the Agreement to the extent provisions of the Agreement apply to Project and Improvements or Eligible Property owned by [assignee] at the [Site]. [If assignor continues to own property - For the avoidance of doubt, nothing herein shall limit [assignor's] rights under the Agreement with respect to property owned by [assignor]].

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

[ASSIGNOR]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGREED AND ACKNOWLEDGED

[ASSIGNEE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[COUNTY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Other Agreement parties]