

**Tax Abatement Agreement (Phase 2) 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 2 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 2 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 depreciation 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 2 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, 2028. 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:

- 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%

- 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 2 Capacity of the Data Centers does not drop below the minimum Nominated Phase 2 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: <u>Legal@lancium.com and Tax@lancium.com</u>
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 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

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 Harkins, and duly adopted by the Commissioners Court of Childress County, Texas, on February 25th, 2025.

Kimberly Jones
Kimberly Jones
County Judge

Tiffany Howard
County Clerk, Childress County, Texas

FILED FOR RECORD
CHILDRESS COUNTY, TEXAS
2025 FEB 25 AM 11:45
Tiffany Howard
District 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 561 SEC 420 BLK H, W/2 OF S/2 OF N/2
4702	94.20	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 561 SEC 420 BLK H
4703	94.20	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 561 SEC 420 BLK H
5466	179.24	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 561 SEC 420 BLK H
5503	246.00	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 203 SEC 411 BLK H, W PT
5630	243.00	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 561 SEC 420 BLK H
3309	7.94	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 561 SEC 420 BLK H, NW 1/4
4117	16.50	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 OROZCO)	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 561 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 192 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
5881	482.00	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	480.00	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
	50.00	Childress		INTERCONNECTING EASEMENT
Total	3,719.81			

LANCUST CHILDRESS REINVESTMENT ZONE



Panel	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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RESOLUTION

PROVIDING THAT CHILDRESS COUNTY (the "COUNTY") ELECTS TO CONTINUE, RENEW, AND EXTEND ITS PRIOR RESOLUTION ELECTING TO PARTICIPATE IN TAX ABATEMENTS AND ADOPTING UPDATED TAX ABATEMENT GUIDELINES AND CRITERIA AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE

WHEREAS, a Texas taxing unit may enter into tax abatement agreements authorized by Chapter 312 of the Texas Tax Code (the "Code") only if the governing body of such taxing unit has previously adopted a resolution stating that the taxing unit elects to be eligible to participate in tax abatement and establishes guidelines and criteria;

WHEREAS, the County previously adopted a resolution stating that the County elects to be eligible to participate in tax abatement, and the County desires to continue, renew, and extend such authorization for the County to participate in tax abatements; and

WHEREAS, the County previously adopted Tax Abatement Guidelines and Criteria relating to entering into tax abatements and desires to continue, renew, and extend its Tax Abatement Guidelines and Criteria for participating in tax abatements; and

WHEREAS, these Guidelines and Criteria shall remain in force for two (2) years, unless amended by three-quarters vote of the Commissioners Court; and

WHEREAS, the County desires to update its Guidelines and Criteria;

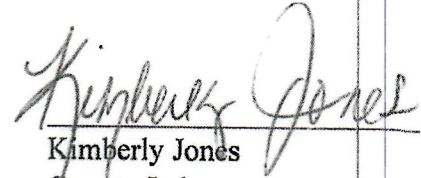
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS' COURT OF CHILDRESS COUNTY THAT:

1. The County hereby elects to continue, renew, and extend its authorization to participate in tax abatements in accordance with Chapter 312 of the Code; and
2. The County hereby elects to adopt amended Tax Abatement Guidelines and Criteria dated on or about July 8, 2024, for participating in tax abatements.


(signatures on following page)

PASSED, APPROVED AND ADOPTED on this the 8th day of July, 2024


CHILDRESS COUNTY COMMISSIONERS COURT


Kimberly Jones
County Judge


Jeremy Hill
Commissioner, Precinct 1



Mark Ross
Commissioner, Precinct 2

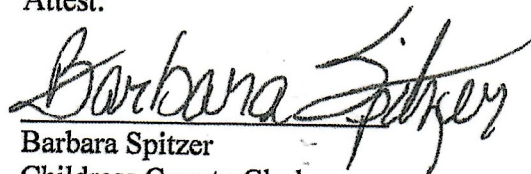


Kevin Mackler
Commissioner, Precinct 3



Rick Elliot
Commissioner, Precinct 4

Attest:



Barbara Spitzer
Childress 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 561 SEC 420 BLK H, W/2 OF S/2 OF N/2
4702	94.20	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 561 SEC 420 BLK H
4703	94.20	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 561 SEC 420 BLK H
5466	179.24	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 561 SEC 420 BLK H
5503	246.00	Childress	ROLLING PLAINS EV STATIONS LLC	W&NW ABST 203 SEC 411 BLK H, W PT
5630	243.00	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 561 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 561 SEC 420 BLK H, NW 1/4
4117	16.50	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 OROZCO)	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 561 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 192 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
5881	482.00	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	480.00	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
	50.00	Childress		INTERCONNECTING EASEMENT
Total	3,719.81			

Exhibit B

LANCIUM CHILDRESS REINVESTMENT ZONE



Parcel	Legal Description	Acreage
3309	W&NW ABST 208 SEC 421 BLK H S RR SW CORNER S OF HWY 287	7.84
3763	W&NW ABST 208 SEC 421 BLK H S RR	4
3952	ABST 208 SEC 421 BLK H W&NW SW COR 2 TRACTS S OF HWY 287	2.23
3976	W&NW ABST 561 SEC 420 BLK H NW 1/4	10.42
4117	W&NW ABST 1122 SEC 452 BLK H	16.5
4339	W&NW ABST 203 SEC 411 BLK H	2
4544	W&NW ABST 561 SEC 420 BLK H	80
4585	W&NW ABST 561 SEC 420 BLK H S 1/2 OF NE 1/4	80
4663	W&NW ABST 561 SEC 420 BLK H N PART	75
4702	W&NW ABST 561 SEC 420 BLK H	94.2
4703	W&NW ABST 561 SEC 420 BLK H	94.2
4828	W&NW ABST 192 SEC 389 BLK H N 120 AC OF THE E 1/2	120
5155	W&NW ABST 698 SEC 412 BLK H	180
5186	W&NW ABST 585 SEC 412 BLK H	160
5466	W&NW ABST 561 SEC 420 BLK H	179.2
5503	W&NW ABST 203 SEC 411 BLK H	246
5508	W&NW ABST 192 SEC 389 BLK H S 200 ACRES OF THE E 1/2	200
5630	W&NW ABST 203 SEC 411 BLK H	243
5787	W&NW ABST 1174 SEC 412 BLK H	320
5861	W&NW ABST 982 SEC 300 BLK H	482
6048	W&NW ABST 1173 SEC 472	600
19253	W&NW ABST 234 SEC 471 W&NW	480
19388	W&NW ABST 208 SEC 421 BLK H S OF RR SW 1/4	1.25
22766	SEC 421 ABST 208 BLK H W&NW SW CORNER NW PORTION AT RR	1.5
23823	W&NW ABST 1122 SEC 452 BLK H	1.5
23827	W&NW ABST 561 SEC 420 BLK H	9
		3669.84
	APPROXIMATE ACREAGE OF EASEMENT	50
	TOTAL ACREAGE	3719.84

LOCAL OUTREACH PLAN

A. In connection with the procurement, site preparation, construction and operation of the Project and Improvements in Childress County, Owner and its agents shall make, and cause its general contractor 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 its 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 its 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 or its 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 and its general contractor 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 forgoing, Childress County acknowledges that Owner shall engage a nationally recognized contractor to act as the general/prime contractor of the Project and Improvements, and that Owner or such contractor 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 conclusively shall be deemed to comply with this Local Outreach Plan so long as it holds a job and contracting information session as described in paragraph C above and actively solicits proposals from Local contractors or subcontractors and makes its selection 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 422
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]