EXHIBIT A
CITY OF LANCASTER, TEXAS
AND
REDWOOD DALLAS SPV LLC
CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (the "Agreement") is made and entered into by and between the **CITY OF LANCASTER, TEXAS**, a Texas home-rule municipality (the "City"), and **REDWOOD DALLAS SPV LLC** , a Delaware Limited Liability Company ("YONDR" or the "Developer," each a "Party" and together with the City, the "Parties"), for the purposes and considerations stated below:

WHEREAS, the Developer is under contract to purchase a certain tract of real property located in the City of Lancaster, Texas consisting of approximately 163 acres addressed as 901 E. Belt Line Road, Lancaster TX; 903 E. Belt Line Road, Lancaster TX; 905 E. Belt Line Road, Lancaster TX; 907 East Belt Line Road, Lancaster TX; 1104 E. Belt Line Road, Lancaster TX; 900 Green Road, Lancaster TX; 1000 Greene Road and 432 Greene Road, Lancaster TX; 801 East Belt Line Road, Lancaster TX; 801 West Belt Line Road, Lancaster TX; 805 East Belt Line Road, Lancaster TX; and the adjacent 2.00 acre parcel, and more particularly described in ***Exhibit A***, attached hereto and incorporated herein for all purposes, (the "Property");

WHEREAS, the Developer wishes to construct and operate one or more data center facilities on the Property, and is requesting local incentives under an approved economic development program;

WHEREAS, as an economic development incentive, which is expected to result in both the desired job creation and the redevelopment of the Property, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code, an incentive to Developer to develop the Property as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to expend public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, as defined herein, and shall continue thereafter until **December 31, 2041**, unless otherwise terminated, amended or extended pursuant to the terms of this Agreement.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Affiliate.** The word "Affiliate" means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Developer. For purposes of this definition, "control" of an entity means (1) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (2) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.

(b) **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program and Agreement, authorized by Chapter 380 of the Texas Local Government Code, together with all exhibits and schedules attached hereto.

(c) **Certificate of Occupancy.** The words "Certificate of Occupancy" mean a final certificate of occupancy issued by the City to the Developer.

(d) **City.** The word "City" means the City of Lancaster, Texas, a Texas home-rule municipality.

(e) **Developer.** The word "Developer" means YONDR and any Affiliate of YONDR, and its successors and assigns.

(f) **Effective Date.** The words "Effective Date" mean the date after the City Council approves this Agreement and the Agreement is signed by the Developer. As noted in the signature block, *infra,* Developer must sign and return the Agreement within fourteen (14) days of City Council approval of the Agreement.

(g) **Electric Service.** The words "Electric Service" mean sufficient retail electrical power available to access at the Property to serve the intended use (data center) of the first Facility.

(h) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth in the section entitled "Events of Default" in this Agreement.

(i) **Facility.** The word "Facility" means each building and improvements each comprising approximately three hundred thousand (300,000) square feet of data center space, located on the Property located in Lancaster, Texas and as described and/or depicted in ***Exhibit B*** of this Agreement which is attached hereto and incorporated herein for all purposes. There may be up to ten Facilities on the Property.

(j) **Force Majeure Event.** The words "Force Majeure Event" mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act or threat thereof, riot, civil commotion, insurrection, fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

(k) **Full-Time Equivalent Employment Position.** The words "Full-Time Equivalent Employment Position" mean a job requiring a minimum of one thousand nine hundred twenty (1,920) hours of work averaged over a twelve-month period with such hours also to include any vacation and sick leave whether such employment is directly with Developer or one or more of Developer's Tenants at the Property, or indirectly through Developer's or Tenant's agents including but not limited to any facilities management service providers engaged by Developer or Tenant at the Property .

(l) **Program Payment.** The words "Program Payment" mean the economic development funds provided by the City to Developer in accordance with this Agreement. Program Payments will be made in the form of tax rebates as described in more detail in Section 5(a) of this Agreement. "Base Program Payment" means the rebates to be made based on the Developer meeting the Minimum Valuation Threshold based on the percentage of City Real and Business Personal Property Combined set out in the first table in section 5 (i.e. 30%). "Enhanced Program Payment" means the rebates to be made based on the Developer meeting certain taxable valuations above the Minimum Valuation Threshold as set out in the second table in section 5, and based on the percentages of City Real and Business Personal Property Combined set out in that table (i.e. 40% and 50%).

(m) **Property.** The word "Property" shall have the meaning set forth in the Recitals to this Agreement.

(n) **Tenant.** The word "Tenant" means a person or entity that is a party to a lease agreement with the Developer for the use of all or a portion of the Property's data center equipment and/or appurtenant buildings and infrastructure.

(o) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. CONDITIONS PRECEDENT TO PAYMENT OF ECONOMIC DEVELOPMENT INCENTIVES.

The Developer and the City hereby expressly acknowledge and agree that the City's obligation to pay the Program Payments to Developer during the Term of this Agreement shall be conditioned upon the satisfaction of each and every one of the following conditions precedent ("Conditions Precedent"):

(a) **Real Estate Purchase.** Developer must complete the purchase of the Property within one hundred and twenty days (120) days of the Effective Date of this Agreement. Notwithstanding anything else in this Agreement to the contrary, failure to complete the purchase within this time will terminate this Agreement immediately without further notice or action required by either Party.

(b) **Construction, Occupation, and Operation of Facility.** Developer (or its Tenant(s)) must: (1) Construct a first Facility on the Property in a manner generally consistent with the concept plan set out in **Exhibit B**, subject to the requirement that the first Facility will be at least three hundred thousand (300,000) square feet of data center space; (2) obtain a Certificate of Occupancy for a first Facility on or before **December 31, 2030**; (3); after obtaining the Certificate of Occupancy, continue operations at that Facility throughout the Term of this Agreement and at least three (3) years after the last disbursement of funds under this Agreement.

(c) **Certificate of Occupancy.** Developer must obtain a Certificate of Occupancy for Facility on or before **December 31, 2030**, and maintain the Certificate of Occupancy throughout the Term of this Agreement.

(d) **Performance.** Developer must comply with all terms, conditions and provisions set forth in this Agreement.

(e) **Minimum Valuation Threshold.** Developer covenants and agrees to show evidence of a minimum taxable value for the Real Property (excluding land value), but including and not limited to all design work, construction, equipment, fixtures, landscaping etc.) and Business Personal Property of Developer and any Tenants of at least **one hundred ten million dollars** ($110,000,000) as assessed by the Dallas Central Appraisal District, on or before January 1, 2031.

(f) **Job Creation Requirement.** The Developer (or its Tenant(s)) must employ at least thirty (30) Full-Time Equivalent Employment Positions at the Property on or before December 31, 2030, with an average annual wage of no less than eighty thousand dollars ($80,000).

(g) **Site Visit.** Upon receipt of no less than 72-hours written notice, Developer shall grant a tour of Developer-controlled (but not secure Tenant-controlled data hall) areas at the Facility once every four years of the term of this Agreement to a delegation from the City, except in the event that the Facility is undergoing scheduled maintenance, construction, or other activity that would make a tour unsafe or disrupt operations and activity at the Property. In such event, a tour shall be granted as soon as reasonably practical after the request from the City.

(h) **Community Involvement.** During the Term of this Agreement, Developer covenants and agrees to show evidence of expenditure of a donation of a minimum of **fifty thousand dollars** ($50,000) annually, beginning in 2025, to City-sponsored events or other improvement projects benefitting the City and determined by the City Manager in consultation with the Developer. If the provision of Electric Service to the Property is delayed pursuant to Sec. 4(j), the annual Community Involvement donation is reduced to $25,000 until the Certificate of Occupancy is issued.

(i) **Submission of Annual Request for Program Payment.** No later than June 1st of each calendar year in which incentives are available, Developer shall submit a request to the City for Program Payments. Such submission shall include evidence of: (1) compliance with Conditions Precedent, (including but not limited to on-site job creation and retention data) and (2) the applicable annual DCAD assessed value for Property Improvements (excluding land value) and Business Personal Property for each phase (as defined below), for the Developer and any Tenants.

(j) **Electric Service Delay**. Should there be a delay in the provision of Electric Service to support the Property due to circumstances outside of the Developer's control, the following provisions in this Agreement shall be modified as set forth below:

(1) The deadline for the Certificate of Occupancy for the first Facility set forth in Section 4(b) and (c) shall be extended by a maximum of twenty-four (24) months after the date on which Electric Service is provided to the Property, but in any event no later than 2035;
(2) The deadline for the Job Creation Requirement set forth in Section 4(f) shall be

extended to one (1) year after the date on which the Certificate of Occupancy for the Facility is obtained;

(3) The Term of this Agreement set forth in Section 2 shall be extended by the same number of days as elapsed between December 31, 2030 and the date on which the Certificate of Occupancy is obtained; and

(4) The first year of eligibility for the Program Payments set forth in Section 5 shall be earlier of the tax year when the Minimum Valuation Threshold is met or the FY 2031-2032 tax year.

(k) **Future Phases.** The Developer may decide to expand its operations ("Future Phases") by constructing one or more additional data center buildings (Facilities) on the Property, subsequent to the first Facility described in Section 4(b), *supra* (each a "Phase," numbered sequentially as "Phase 2," "Phase 3," and so on) along with associated site improvements and Business Personal Property. If the Developer decides to proceed with a Future Phase, ,the developer will receive incentives for these improvement, as described in Section 5, or apply to the City for future economic development incentives to be negotiated at a later date. There is no obligation for the City to approve subsequent incentives, but the City will agree to evaluate any future incentive applications consistent with other proposed economic development projects.

SECTION 5. ECONOMIC DEVELOPMENT INCENTIVES.

Provided the Conditions Precedent set forth in Section 4 of this Agreement have been satisfied and are then continuing, the City covenants and agrees to make the following economic development incentives:

(a) **Program Payments.**

(1) **Combined Real and Business Personal Property Tax Rebate.** The City shall make Program Payments to Developer for a portion of ad valorem taxes paid by the Developer or its Tenants to the City for Real* and Business Personal Property Taxes for a period not to exceed ten (10) years for each Phase. The final potential program payment for the first Facility shall be based on the taxable valuation set on January 1, 2040, (to be rebated if eligible) in 2041, even if less than (10) program payments have been made under this Section (with equivalent program lengths for each Phase).

The first year of eligibility for the Program Payment is the tax year starting the earlier of: (1) the tax year when the Minimum Valuation Threshold is met; or (2) the tax year with the valuation set on **December 31, 2030**. However, if there has been a delay in the provision of Electric Service to support the Property as set forth in Section 4(j), the first year of eligibility for the Program Payment is the tax year starting when the Minimum Valuation Threshold is met, but in any event no later than 2036.

The Base Program Payments shall be based upon the following percentages and terms:

Tax Years 1-10	**Base Level Percentage of City Real and Business Personal Property Combined Taxes Reimbursed***
1st through 10th tax year	**30%**

*****Real Property valuation excludes value of land

The developer is eligible for enhanced Program Payments for each Phase if taxable valuation levels meet or exceed the Minimum Valuation Threshold during each year of this Agreement. The Enhanced Program Payment shall be applied each year during the term of this Agreement that taxable valuation levels meet or exceed the levels below. This enhanced incentive is made in lieu of the base 30% tax incentive so, for example, if the taxable valuation for real property (excluding land valuation) and business personal property exceeds two hundred fifty million dollars ($250,000,000) in a given year, the rebate for real property and business personal property shall be fifty percent (50%), and not thirty percent (30%), provided all other contingencies in the contract are met:

Tax Years 1-10	**Enhanced Taxable Value of Real and Personal Property***	**Percentage of City Real and Business Personal Property Combined Taxes Reimbursed***
1st through 10th tax year	**$200,000,000**	**+10% over Base (total of 40%)**
1st through 10th tax year	**$250,000,000**	**+20% over Base (total of 50%)**

*Real Property valuation excludes value of land

The maximum Term of this Agreement and base and enhanced incentives is ten (10) years.

(2) **Sales Tax on Equipment and Construction Material.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility as described in Section 4(c) and 4(j); (2) the Minimum Valuation thresholds set forth herein are met; (3) minimum annual sales tax collections from the Developer or its Tenants to

Lancaster exceed eighty-nine thousand dollars ($89,000) annually and (4) all other Affirmative Obligations set out in Section 4 have been satisfied, then the City shall reimburse fifty percent (50%) of the City's 1% sales tax collected on: (1) materials and equipment purchased during the construction period; during the Term of this Agreement; and (2) for any subsequent year when sales taxes and use taxes collected by the City of Lancaster on materials and equipment purchases for the Facility on purchases that are sourced to the City of Lancaster exceed eighty-nine thousand dollars ($89,000).

(3) **Enhanced rebate for sourcing sales taxes on equipment and equipment upgrades to Lancaster.** Provided sales and use taxes collected by the City of Lancaster on annual purchases of materials and equipment purchases by the Developer and its Tenants for the Facility on purchases that are sourced to the City of Lancaster exceed eighty-nine thousand dollars ($89,000).

(b) **Valuation of Real Property and Business Personal Property.** The Real Property and Business Personal Property valuations in this Section 5 are by Dallas Central Appraisal District ("DCAD") taxable values (excluding land values), including the values assigned by constituent taxing authorities. For purposes of these Program Payments, payment to the City's authorized tax collection agent (currently the Dallas County Tax Assessor/Collector (the "Dallas County Tax Office") shall be considered ad valorem taxes "paid to the City."

(c) **Payment of Property Taxes.** For purposes of these Program Payments, payment to the City's authorized tax collection agent (currently the Dallas County Tax Assessor/Collector (the "Dallas County Tax Office") shall be considered ad valorem taxes "paid to the City."

(d) **Payment of Program Payments.** Subject to Developer's timely submission to the City of its request for Program Payments and supporting documentation pursuant to Section 4(i) of this Agreement, the City shall make Program Payments to Developer no later than October 31st of the same calendar year in which such request was submitted.

(e) **Refund of Sales Tax Reallocation by Comptroller's Office.** Should the Texas Comptroller's office reallocate any portion of the sales tax collected by the City and attributable to the Section 5(a)(2) incentives within any time within five (5) years of the Termination of this Agreement, the Developer will refund the City the amount of sales tax incentive affected by the reallocation. Such refund shall not be payable until such time as the Comptroller's office decision to reallocate has been finally determined to be correct in law. This term shall survive the Termination of the Agreement as noted.

SECTION 6. CESSATION OF PROGRAM PAYMENTS.

If City has made any commitment to provide any Program Payment to Developer, whether under this Agreement or under any other agreement, the City shall have no obligation to advance or disburse future Program Payment after: (a) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (b) an Event of Default occurs and is not cured within the time period provided in Section 8.

SECTION 7. EVENTS OF DEFAULT.

After the expiration of any applicable cure period as set forth in Section 8, below, each of the following shall constitute an Event of Default under this Agreement. No cure period shall apply to subsections (b) and (c), below:

(a) **General Event of Default.** Failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and City is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes**. Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from City and/or Dallas County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the Event of Default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure a monetary default and ninety (90) days to cure a non-monetary default. Should said default remain uncured as of the last day of the applicable cure period, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event the Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the Program Payments provided by the City to Developer pursuant to Section 5(a) of this Agreement, shall become immediately due and payable by the Developer to the City.

SECTION 9. INDEMNITY.

TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE,

DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF LANCASTER, TEXAS AND THE LEDC (AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT, EXCEPT WHERE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF LANCASTER, TEXAS OR THE LEDC (OR ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE). NOTHING HEREIN SHALL BE INTERPRETED AS A WAIVER OF CITY'S GOVERNMENTAL IMMUNITY FROM SUIT OR DAMAGES.

IN NO EVENT SHALL DEVELOPER BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REPUTATION AND/OR LOSS OF CURRENT OR PROSPECTIVE BUSINESS ADVANTAGE, EVEN WHERE SUCH LOSSES ARE CHARACTERIZED AS DIRECT DAMAGES) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP AND/OR DEALINGS BETWEEN DEVELOPER AND CITY, REGARDLESS OF WHETHER THE CLAIM UNDER WHICH DAMAGES ARE SOUGHT IS BASED UPON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT THE TIME OF CONTRACTING OR OTHERWISE. EXCEPT FOR LIABILITY ARISING UNDER DEVELOPER'S INDEMNITY OBLIGATIONS IN THIS SECTION, UNDER NO CIRCUMSTANCES SHALL DEVELOPER'S, CITY OF LANCASTER'S, OR LEDC'S MAXIMUM TOTAL LIABILITY, IF ANY, ARISING OUT OF OR IN ANYWAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP AND/OR DEALINGS BETWEEN DEVELOPER AND CITY/LEDC EXCEED THE AMOUNTS ACTUALLY PAID TO DEVELOPER BY CITY/LEDC UNDER THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Dallas County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Consent is not required for Developer's assignment of this Agreement (i) to an Affiliate of Developer, (ii) to Developer's lender, (iii) to an entity acquiring Developer or all of Developer's assets and/or (iv) merger of the Developer with any other entity or (v) to a party to whom the Developer assigns its contract to purchase the Property so long as that aquiring party in this subclause (v) is an Affiliate of Developer.

(d) **Attorneys' Fees and Costs.** In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, to the extent allowed by law any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.

(e) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto and delivery of the same to the other party. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(f) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(h) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

(i) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by a Force Majeure Event, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed. Any force majure extension shall be subject to the explicit limits stated herein.

(j) **No Interpretation Against Drafter.** Developer and City have participated in negotiating and drafting this Agreement, and agree that this Agreement is to be construed as if drafted jointly. The parties agree that this Agreement will not be interpreted or construed against either party should a need for interpretation or resolution of any ambiguity arise.

(k) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered by nationally recognized next business day delivery service or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

If to the City:	City of Lancaster, Texas Attn: Opal Mauldin-Jones, City Manager P.O. Box 940 Lancaster, Texas 75146
If to the Developer:	REDWOOD DALLAS SPV LLC Attn: Yondr USA LLC General Counsel, 95 3rd St, San Francisco, CA 94103

(l) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of this Agreement shall be enforced as if the invalid provision had never been included.

(m) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(n) **Survival.** All warranties, representations, and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to City under this Agreement shall be considered to have been relied upon by the City and will survive the payment of any Program Payments under this Agreement regardless of any investigation made by the City or on City's behalf.

(o) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(p) **Undocumented Workers.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the City notifies Developer of the violation.

(q) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(r) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

(s) **Estoppel Certificate.** Upon written request by Developer to City, City will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach, and (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment.

[The Remainder of this Page Intentionally Left Blank]

THE INCENTIVES IN THIS AGREEMENT SHALL BE NULL AND VOID IF NOT SIGNED BY DEVELOPER AND RETURNED TO THE CITY BY FOURTEEN (14) DAYS AFTER CITY COUNCIL APPROVAL OF THE AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

CITY OF LANCASTER, TEXAS,
a Texas home-rule municipality

By: ________________________________
Opal Mauldin-Jones, City Manager

Date: ______________________________

ATTEST:

____
Sorangel O. Arenas, City Secretary

APPROVED AS TO FORM:

____
David T. Ritter, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _________, 2025 by Opal Mauldin-Jones, City Manager of the City of Lancaster, Texas, a Texas home-rule municipality, on behalf of said municipality.

____
Notary Public, State of Texas

<u>DEVELOPER</u>:

REDWOOD DALLAS SPV LLC

a Delaware Limited Liability Company ______________

By: ________________________________
____
____

Date Signed: __________________________

STATE OF ______________ §
§
COUNTY OF __________________ §

This instrument was acknowledged before me on the ____ day of ________________, 2025 by ___________, _____________ of Redwood Dallas SPV LLC., a Delaware Limited Liability Company on behalf of said limited liability company.

____

Notary Public, County of ________, ____________

Exhibit A

Legal Description

The 133 acre Tower33 site:

TRACT 1:
Lot 1, Block 1, AIA CHARTER SCHOOL SUBDIVISION, an Addition to the City of Lancaster, Dallas County, Texas, according to the Map or Plat recorded in CC# 2012-9031, Map Records of Dallas County, Texas.
TRACT 2:
Being a tract of land situated in the State of Texas and County of Dallas and being a tract of land described in deed to William David Hooper, by deed recorded in Instrument Number 200600243289, Deed Records, Dallas County, Texas, (D.R.D.C.T.) and being more particularly described by metes and bounds as follows:
BEGINNING at a 1/2 inch iron rod found for corner, said point being in the North line of E. Belt Line Road, and being at the Southwest corner of a tract of land described in deed to CP Lancaster Land LP, a Texas limited partnership, by deed recorded in Instrument Number 202200147244, (D.R.D.C.T.) and being at the Southeast corner of that tract herein described;
THENCE South 88 degrees 40 minutes 27 seconds West, a distance of 163.20 feet to a 1/2 inch yellow capped iron rod
set for corner, said corner being at the Southeast corner of Lot 1, Block 1, of AIA Charter School Subdivision, an addition recorded in Instrument Number 201200009031, Map Records, Dallas County, Texas;
THENCE North 02 degrees 26 minutes 03 seconds West, a distance of 2668.54 feet to a 1/2 inch yellow capped iron rod set for corner, said corner being in the South line of a CP Lancaster Land LP, a Texas limited partnership, by deed recorded in Instrument Number 202200113579, (D.R.D.C.T.);
THENCE North 89 degrees 11 minutes 56 seconds East, a distance of 163.24 feet to a 1/2 inch iron rod found for corner, said corner being at the Northwest corner of the aforesaid CP Lancaster tract, (Instrument Number 202200147244);
THENCE South 02 degrees 26 minutes 03 seconds East, a distance of 2667.04 feet to the PLACE OF BEGINNING and containing 435,313 square feet or 9.99 acres of land, more or less. NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the
Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.
TRACT 3:
BEING a tract of land situated in the T. M. ELLIS SURVEY, ABSTRACT NO. 432 (shown on survey as 335), also in JAMES MCMILLAN SURVEY, ABSTRACT 987, of Dallas County, Texas, and being a tract of land conveyed to Sajay Investments LLC, as recorded in Instrument No. 202000075897, of the Official Public Records of Dallas County, Texas, as shown on this survey, and being more particularly described by metes and bounds as follows:
BEGINNING at a 1/2 inch iron rod found for corner, and being the Northeast corner of said Sajay tract; and being the Northwest corner of a tract of land conveyed to Lancaster Real Estates, as recorded in Instrument No. 20070341983, of the Official Public Records in Dallas County, Texas, and being on the South line of a tract of land conveyed to Harlan L. & Eddie G. Raley, as recorded in Volume 80122, Pg. 663, of the Deed records of Dallas County, Texas;
THENCE South 02 degrees 25 minutes 14 seconds East, a distance of 3.40 feet passing a 1/2 inch yellow-capped iron rod found, continuing a total distance of 1903.37 feet, to a 1/2 inch yellow-capped iron rod found for corner, being the
Northwest corner of a tract of land conveyed to City of Lancaster, as recorded in Volume 99105, Page 1804, of the Deed Records of Dallas County, Texas;
THENCE South 02 degrees 27 minutes 03 seconds East, a distance of 754.95 feet, to a 1/2 inch yellow-capped iron rod
found for corner, being the Southwest corner of said Lancaster Estates, said point being in a non-tangent curve to the right having a radius of 2829.79 feet;
THENCE continuing along said curve, a chord bearing of South 86 degrees 41 minutes 32 seconds West, a chord

distance of 163.62 feet, a central angle of 03 degrees 18 minutes 48 seconds, and an arc length of 163.64 feet, to a 1/2 inch yellow-capped iron rod set for corner, being on the North Right-Of-Way line of E. Beltline Road, said point being
in a curve to the right and having a radius of 2,829.79 feet;
THENCE continuing along said curve, a chord bearing of South 88 degrees 30 minutes 50 seconds West, a chord distance of 16.31 feet, a central angel of 00 degrees 19 minutes 49 seconds, and an arc length of 16.31 feet, to a 1/2 inch
yellow-capped iron rod set for corner, being on the North Right-Of-Way line of said E. Beltline Road;
THENCE South 88 degrees 40 minutes 46 seconds West, a distance of 147.00 feet, to a 1/2 inch yellow-capped iron rod
set for corner;
THENCE North 02 degrees 25 minutes 44 seconds West, a distance of 2667.04 feet, to a 1/2 inch yellow-capped iron rod found for corner; THENCE North 89 degrees 12 minutes 15 seconds East, a distance of 327.03 feet, to the PLACE
OF BEGINNING and containing 20.00 acres of land, more or less. NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the
Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes
TRACT 4:
BEING a tract of land situated in the James McMillan Survey, Abstract No. 987 and the Thomas M. Ellis Survey, Abstract No. 432, City of Lancaster, Dallas County, Texas, and being all of a called 44.41 acre tract of land described in the General Warranty Deed to Lancaster Real Estate Development, LLC, recorded in Instrument No. 20070341983, Official Public Records, Dallas County, Texas, and being more particularly described as follows:
BEGINNING at a 1/2" iron rod found in the north right-of-way line of Beltline Road (a called 100-foot wide right-of-way), for the southeast corner of said 44.41 acre tract, the southwest corner of a called 46.2588 acre tract of land described in Special Warranty Deed to Base21, LLC, recorded in Instrument No. 202200017686, Official Public Records, Dallas County, Texas;
THENCE with said north right-of-way line of Beltline Road, the following courses and distances:
South 76° 35' 01" West, a distance of 327.69 feet to a point for corner to the beginning of a non-tangent curve to the right with a radius of 2,839.79 feet, a central angle of 07° 50' 12", and a chord bearing and distance of South 80° 48' 36" West, 386.75 feet from which a 5/8" iron rod found bears South 01° 31' 51" West, a distance of 0.37 feet;
In a southwesterly direct, with said no-tangent curve to the right an arc distance of 387.05 feet to a 1/2" iron rod with yellow plastic cap stamped "SJ&F" found for the southwest corner of said 44.41 acre tract and the most southerly southeast corner of a called 1.8367 acre tract of land described in the Warranty Deed to the City of Lancaster, Texas, recorded in Volume 99105, Page 1804, Deed Records, Dallas County, Texas;
THENCE with the east line of said 1.8367 acre tract, the following courses and distances:
North 02° 27' 42" West, a distance of 498.83 feet to a 1/2" iron rod with yellow plastic cap stamped "SJ&F" found for
corner;
North 87° 36" 52" East, a distance of 224.83 feet to a 1/2" iron rod with yellow plastic cap stamped "SJ&F" found for
the most easterly southeast corner of said 1.8367 acre tract;
North 02° 23' 08" West, a distance of 255.00 feet to a 1/2" iron rod with yellow plastic cap stamped "SJ&F" found for
the northeast corner of said 1.8367 acre tract;
South 87° 36' 52" West, a distance of 254.88 feet to a 1/2" iron rod with yellow plastic cap stamped "SF&J" found for
the northwest corner of said 1.8367 acre tract, a southwesterly corner of said 44.41 acre tract, and in the east line of a called 10.0031 acre tract of land described in the Special Warranty Deed to Sajay Investments, LLC, recorded in Instrument No. 202000075898, Official Public Records, Dallas County, Texas;
THENCE North 02° 24' 57" West, with the common line of said 44.41 acre tract, and said 10.0031 acre tract, a distance of 1,903.61 feet to a 1/2" iron rod found for the northwest corner of said 44.41 acre tract, the northeast corner of said 10.0031 acre tract, and in the south line of a called 24.563 acre tract of land described in the Warranty

Deed to Harlan L. Raley, et ux, recorded in Volume 80122, Page 663, Deed Records, Dallas County, Texas, from which
a 5/8" iron rod with yellow plastic cap stamped "RHODES SURVEYING" found for the northwest corner of a called 9.9993 acre tract of land described in the Special Warranty Deed to Sajay Investments, LLC, recorded in Instrument 202000075897, Official Public Records, Dallas County, Texas, and the northeast corner of a called 10.00 acre tract of land described in the Contract of Sale and Purchase Veterans Land Program of the State of Texas, recorded in Instrument No. 200600243289, Official Public Records, Dallas County, Texas, bears South 89° 11' 57": West, a distance of 327.03 feet;
THENCE North 89°11' 57" East, passing at a distance of 489.09 feet, the southeast corner of said 24.563 acre tract and the southwest corner of a called 24.550 acre tract of land described in the Special Warranty Deed to Cawley Management, LLC, recorded in Instrument No. 202100265130, Official Public Records, Dallas County, Texas, and continuing with the common line of said 44.41 acre tract and said 24.550 acre tract, a total distance of 813.77 feet to a disturbed 1/2" iron rod found for the northeast corner of said 44.41 acre tract and the northwest corner of said 46.2588 acre tract;
THENCE South 00° 39' 38" East, with the common line of said 44.41 acre tract, and said 46.2588 acre tract, a distance of 2,527.46 feet to the POINT OF BEGINNING and containing a computed area of 1,934,427 square feet or 44.408 acres of land, more or less. NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the
Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.
TRACT 5:
BEING a tract of land situated in the Thomas M. Ellis Survey, Abstract No. 432, City of Lancaster, Dallas County, Texas, and being all of a called 24.550 acre tract of land described in Special Warranty Deed to Cawley Management LLC, recorded in Instrument No. 202100265130, Official Public Records, Dallas County, Texas, and being more particularly described as follows:
BEGINNING at a point in the south line of Greene Road (a 40-foot wide prescriptive right-of-way) for the northwest corner of said 24.550 acre tract and the northeast corner of a called 24.563 acre tract of land described in the Warranty Deed to Harlan L. Raley, et ux, recorded in Volume 80122, Page 663, Deed Records, Dallas County, Texas, from which a 1/2" iron rod with yellow plastic cap stamped "RPLS 4480" bears South 01°31'32" East, a distance of 0.58 feet;
THENCE North 89°19'14" East, with said south right-of-way line of Greene Road, a distance of 1,156.72 feet to a 1/2"
iron rod found for the northeast corner of said 24.550 acre tract, and in the west line of a called 21.8487 acre tract of land designated as "Tract II" in the Special Warranty Deed to TXWL LLC, recorded in Instrument No. 202100029850, Official Public Records, Dallas County, Texas;
THENCE South 01°09'05" East, with the common line of said 24.550 acre tract and said 21.8487 acre tract, a distance
of 925.88 feet to a point for the southeast corner of said 24.550 acre tract and the northeast corner of a called 46.2588 acre tract of land described in the Special Warranty Deed to BASE21, LLC, recorded in Instrument No. 202200017686, Official Public Records, Dallas County, Texas from which a 1/2" iron pipe found bears North 89°11'57" East, a distance of 1.44 feet, from which an axle found for the southwest corner of said 21.8487 acre tract bears South 01°09'05" East, a distance of 223.17 feet;
THENCE South 89°11'57" West, with the common line of said 24.550 acre tract and said 46.2588 acre tract, passing at
a distance of 825.96 feet a disturbed 1/2" iron rod found for the northwest corner of said 46.2588 acre tract and the northeast corner of a called 44.41 acre tract of land described in the General Warranty Deed to Lancaster Real Estate Development, LLC, recorded in Instrument No. 20070341983, Official Public Records, Dallas County, Texas, and continuing with the common line of said 24.550 acre tract and said 44.41 acre tract for a total distance of 1,150.64 feet
to a 5/8" iron rod with re plastic cap stamped "KHA" set for the southwest corner of said 24.550 acre tract, and the southeast corner of said 24.563 acre tract;
THENCE North 01°31'32" West, with the common line of said 24.550 acre tract and said 24.563 acre tract, a distance

of 928.38 feet to the POINT OF BEGINNING and containing a computed area of 1,069,544 square feet or 24.553 acres
of land, more or less. NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the
Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes

TRACT 6:

BEING a tract of land situated in the Thomas M. Ellis Survey, Abstract No. 432, City of Lancaster, Dallas County, Texas, and being all of a called 24.563 acre tract of land described in the Warranty Deed to Harlan L. Raley, et ux, recorded in Volume 80122, Page 663, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point in the south right-of-way line of Greene Road (a called 40-foot wide prescriptive right-of-way), for the northeast corner of said 24.563 acre tract and the northwest corner of a called 24.550 acre tract descrbied in the Special Warranty Deed to Cawley Management, LLC, recorded in Instrument No. 202100265130, Official Public Records, Dallas County, Texas, from which a 1/2" iron rod with yellow plastic cap stamped "RPLS 4480" bears South 01°31'32" East, a distance of 0.58 feet;

THENCE South 01°31'32 East, with the common line of said 24.563 acre tract and said 24.550 acre tract, a distance of 928.38 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the southeast corner of said 24.563 acre tract, the southwest corner of said 24.550 acre tract, and in the north line of a called 44.41 acre tract of land described in General Warranty Deed to Lancaster Real Estate Development, LLC, recorded in Instrument No. 20070341983, Official Public Records, Dallas County, Texas;

THENCE South 89°11'57" West, with the south line of said 24.563 acre tract and the north line of said 44.41 acre tract, passing at a distance of 489.09 feet a 1/2" iron rod found for the northwet corner of said 44.41 acre tract and the northeast corner of a called 10.0031 acre tract of land described in the Special Warranty Deed to Sajay Investments, LLC, recorded in Instrument No. 202000075898, Official Public Records, Dallas County, Texas, and continuing with the common line of said 24.563 acre tract, said 10.0031 acre tract and a called 9.9993 acre tract of land described in the Special Warranty Deed to Sajay Investments, LLC, recorded in Instrument No. 202000075897, Official Public Records, Dallas County, Texas, passing at a distance of 816.12 feet to a 5/8" iron rod with yellow plastic cap stamped "RHODES SURVEYING" found for the northwest corner of said 9.9993 acre tract and the northeast corner of a called 10.00 acre tract of land described in the Contract of Sale and Purchase Veterans Land Program of the State of Texas to William David Hooper, recorded in Instrument No. 200600243289, Official Public Records, Dallas County, Texas, and continuing with the common line of said 24.563 acre tract, said 10.00 acre tract and Lot 1, Block 1 of AIA Charter School Subdivision, an addition to the City of Lancaster, Dallas County, Texas, according to the plat thereof recorded in Instrument No. 201200009031, Official Public Records, Dallas County, Texas, a total distance of 1,143.00 feet to a 5/8" iron rod found for the southwest corner of said 24.563 acre tract, the northwest corner of said Lot 1, Block 1 in the east line of a called 30.7662 acre tract of land described in General Warranty Deed to Educational Development Group, recorded in Instrument No. 20080189445, Official Public Records, Dallas County, Texas;

THENCE North 02°23'36" West, with the common line of said 24.563 acre tract and said 30.7662 acre tract, a distance of 931.11 feet to a point for the northwest corner of said 24.563 acre tract, the northeast corner of said 30.7662 acre tract, and in the south right-of-way line of said Greene Road from which a disturbed 1/2" iron rod found bears South 63°15'21" West, a distance of 0.98 feet, and from which a 1/2" iron rod found at the intersection of the south right-of-way line of said Greene Road and the east right-of-way line of Lancaster-Hutchins Road (a called 120-foot wide right-of-way) and at the northeast corner of said 30.7662 acre tract bears South 89°19'14" West, a distance of 1,377.69 feet;

THENCE North 89°19'14" East, with the south right-of-way line of said Greene Road, a distance of 1,157.14 feet to the POINT OF BEGINNING and containing a computed area of 1,068,999 square feet or 24.541 acres of land, more or less.

The 29 acre Sisters Expansion site:

Lot 1, Block A, SISTERS ADDITION, an addition to the City of Lancaster, Dallas County, Texas, according to the Minor Plat recorded in Clerk's File No. 202400164957, Official Public Records, Dallas County, Texas.

Exhibit B

Developer will build a minimum of one building or "Facility" containing approximately 300,000 square feet for use as a data center located on approximately 10 acres in the City of Lancaster and may build additional Facilities of approximately same size consistent with the concept plan below.