

STATE OF TEXAS §

COUNTY OF BELL §

## TAX ABATEMENT AGREEMENT

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This **TAX ABATEMENT AGREEMENT** (“**Agreement**”) is entered into by and between the **CITY OF TEMPLE, TEXAS** (the “**City**”), a home rule municipality organized under the laws of the State of Texas, and **ROWAN TEMPLE LLC**, a Delaware limited liability company (“**Company**”). The City and the Company are sometimes referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

### RECITALS

The City and Company hereby agree that the following statements are true and correct and constitute the basis upon which the City and Company have entered into this Agreement:

**A.** On May 2, 2024, the City Council of the City (the “**City Council**”) adopted Ordinance No. 2024-0021, stating that the City elects to be eligible to participate in tax abatement and setting forth guidelines and criteria governing tax abatement agreements entered into between the City and various parties, entitled “Economic Development Policy” (as amended, the “**Policy**”); and

**B.** The Policy contains appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Texas Tax Code, as amended (the “**Code**”); and

**C.** Company owns or has the right to acquire approximately 554 acres of Land (defined herein) in the City or the City’s extraterritorial jurisdiction. As of the Effective Date, the Land is located entirely within Tax Abatement Reinvestment Zone No. 47, City of Temple, Texas (the “**Zone**”) established by the City Council on October 2, 2025 by Ordinance No. 2025-0043, (the “**Ordinance**”).

**D.** If Company acquires the Land, contingent upon receipt of the tax abatement herein, Company is considering the development of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Land and other

related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances (collectively, the “**Project**”).

**E.** The contemplated use of the Land and the terms of this Agreement are consistent with encouraging development of the Zone and generating economic development and increased employment opportunities in the City, in accordance with the purposes for creation of the Zone, and are in compliance with the Policy, the Ordinance and all other applicable laws, ordinances, policies, rules and regulations.

**F.** The provisions of this Agreement, and the proposed use of the Land and nature of capital investment related thereto satisfy the eligibility criteria for tax abatement pursuant to Section I.D.2 of the Policy.

**G.** Written notice that the City intends to enter into this Agreement, along with a copy of this Agreement, as applicable, has been furnished in the manner prescribed by the Code, including without limitation to the presiding officers of the governing bodies of each of the taxing units that have jurisdiction over the Land.

**H.** In addition to this Agreement, the Parties are entering into a Utility Services Agreement which establishes the potable water capacities and wastewater capacities to serve the Project, and also establishes that such potable water capacities shall be considered “continuous and adequate service” for the Project (the “**Utility Services Agreement**”). The Utility Services Agreement is expected to be executed within 90 days of the signing of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

### **1. INCORPORATION OF RECITALS.**

The City Council has found, and the City and Company hereby agree, that the recitals set forth above are true and correct and form the basis upon which the Parties have entered into this Agreement.

### **2. DEFINITIONS.**

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

**Abatement** means the abatement of fifty percent (50%) of the City’s incremental ad valorem real property taxes on the Land and all improvements located on the Land,

based on the increase in values of the Land and all improvements located on the Land over their values on January 1, 2025; and (ii) the abatement of fifty percent (50%) of the City's ad valorem taxes on Personal Property located on the Land, based on the taxable assessed value of the Personal Property.

**Abatement Period** for each Phase, respectively, shall mean a period of ten (10) calendar years beginning in the First Year of Abatement for each Phase, as applicable.

**Affiliate** means all persons or entities, incorporated or otherwise, under common control with, controlled by or controlling Company including, but not limited to, within the meaning of SEC Rule 405, 17. C.F.R. § 230.405.

**Applicable City Rules** means all of the rules, regulations, ordinances and official policies of the City.

**Business Day** shall mean a day that is not a Saturday, Sunday, or official holiday in the City of Temple. All other references to "days" hereunder shall mean calendar days.

**City Council** has the meaning ascribed to that term in Recital A.

**Commencement of Construction** means both of the following have occurred: (1) issuance of a notice to proceed with construction to the applicable construction contractor, and (2) commencement and diligent pursuit of mobilization and construction by the construction contractor on the applicable construction site.

**Commencement of Construction Deadline** means twelve (12) months from the Effective Date, subject to extension on account of Force Majeure, as provided in Section 20.

**Completion Date** means the date as of which Company has substantially completed or caused the substantial completion of a Phase and has made a substantially complete application for a temporary or permanent certificate of occupancy or has passed final inspection, whichever is applicable, for the building or group of buildings that constitute the Phase.

**Comprehensive Plan** means the City's Comprehensive Plan, adopted pursuant to Ordinance No. 2020-5061, adopted by the City Council on October 15, 2020, and as amended.

**Designation Deadline** has the meaning ascribed to that term in Section 4.2

**Development Costs** means the aggregate of the following costs expended or caused to be expended by or on behalf of Company, an Affiliate or a Permitted Occupant relating to construction and installation of Project Improvements and related infrastructure, including costs such as land acquisition; site development and construction costs; general contractor and subcontractor fees; the costs of supplies, materials and construction labor; buildings (foundation, interior, and exterior improvements); structures; utilities; paving; grading; demolition; environmental remediation; lighting; signage; landscaping and other

costs and fees for the construction and completion of the Project Improvements (or portion thereof) and specifically excludes attorney's fees, travel expenses, engineering and consultant fees, and other such soft costs.

**Effective Date** has the meaning ascribed to it in Section 3.

**Employment Commitment** has the meaning ascribed to it in Section 4.3.

**Employment Report** has the meaning ascribed to that term in Section 4.4.2.

**Expiration Date** means the earlier of (i) the Commencement of Construction Deadline if Company has not caused the Commencement of Construction of Phase 1 to occur by the Commencement of Construction Deadline; (ii) the Phase 1 Completion Deadline if (a) Company has not caused the Completion Date for Phase 1 to occur by the Phase 1 Completion Deadline, and/or (b) Company has not achieved the Investment Commitment by the Phase 1 Completion Deadline; or (iii) March 31 of the calendar year following the last year of abatement under this Agreement.

**First Year of Abatement** (i) for Phase 1, shall mean the calendar year following the calendar year in which the Completion Date for Phase 1 occurs; and (ii) for each Future Phase, shall mean the calendar year following the calendar year in which the Completion Date of the applicable Future Phase occurs.

**Force Majeure** shall mean any contingency or cause beyond the reasonable control of the Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omission of the Party), governmental shutdowns or inaction, fire or other casualty, shortage of materials, explosions, adverse weather conditions, or floods, and strikes; explosions, fires, breakages or accidents of machinery, lines, or equipment, or other conditions outside of the reasonable control of the Party; provided, however, in no event shall force majeure include financial hardship, bankruptcy, or economic recession

**Full-Time Job** means a permanent job, as distinguished from a job of a known, short-term duration with a definite end-date (such as a construction job or a contract job), and located at the Project provided by Company, its tenants or Permitted Occupants or an affiliate of the Company to one individual for (i) forty (40) hours per week or (ii) less than forty (40) hours per week if such other measurement is used to define full-time employment by Company or an Affiliate in accordance with its then-current personnel policies and regulations. For example, if Company, its tenants or Permitted Occupants or an affiliate of the Company has a company-wide policy that considers full-time employment to be thirty-five (35) hours per week, a job provided by Company, its tenants or Permitted Occupants or an affiliate of the Company for at least thirty-five (35) hours per week shall be considered a Full-Time Job for purposes of this Agreement.

**Future Phase** shall mean any building, extension or expansion of a building, or group of buildings subsequent to Phase 1 constructed, expanded, installed or located on the Land, which meets the Subsequent Investment Threshold (including Personal Property that

is a part of such Phase), and may be designated by Company or otherwise considered part of a Future Phase in accordance with Section 4.2. Any Future Phases shall be numbered in sequential order of development by Company pursuant to Section 4.2 herein. By way of example, the second Phase shall be “Phase 2,” the third Phase shall be “Phase 3,” and so on and so forth. For the avoidance of doubt, a Future Phase is not required to be a standalone building and may be (but is not required to be) an add-on or expansion of a building that is a part of a prior Phase, or a building that is connected to a prior Phase.

**Future Phase Completion Deadline** means five (5) years from the Designation Deadline, subject to extension on account of Force Majeure as provided in Section 20.

**Investment** shall mean costs expended by or on behalf of Company, a Permitted Occupant, a tenant, a Tenant Affiliate or an Affiliate of Company or a Permitted Occupant for (i) Development Costs, and/or (ii) Personal Property related to this Project.

**Investment Commitment** has the meaning ascribed to that term in Section 4.1.

**Land** means (i) the real property described on **Exhibit “A”** which is attached hereto and incorporated herein by reference for all purposes, plus (ii) any additional land that is acquired by Company subsequent to the Effective Date that is or will be located within (1) the City; and (2) a reinvestment zone or other type of zone as required pursuant to the Code to be eligible for tax abatement. If Company acquires any such additional land, upon notice thereof to the City, this Agreement shall automatically apply with respect thereto, and the definition of “Land” hereunder shall include such additional property regardless of whether the legal description of such additional property is attached hereto.

**Material Breach** means, subject to notice and cure pursuant to Section 6.5, an uncured default by Company of its obligations pursuant to Sections 4.1 or 4.2.

**Permitted Occupant** means each of the Company’s tenants, Tenant Affiliates, and on-site operators occupying and/or operating all or a portion of the Project who sign and deliver to the City a Joinder Agreement substantially consistent with the template attached hereto as **Exhibit “B”**.

**Personal Property** means any personal property that (i) is subject to ad valorem taxation and is rendered for that purpose to the Bell County Appraisal District or another appraisal district having jurisdiction over the Land; (ii) is located on the Land (or within improvements on the Land); and (iii) was not located on the Land (or within improvements on the Land) prior to the Effective Date of this Agreement.

**Phase** means Phase 1 or any Future Phase(s) on the Land.

**Phase 1** means the first building, portion of a building, or group of buildings to be constructed and completed on the Land, which meets the Investment Commitment (including Personal Property that is a part of such Phase), and may be designated by Company as Phase 1 or otherwise considered a part of Phase 1 in accordance with Section 4.2 herein.

**Phase 1 Completion Deadline** means five (5) years from the Commencement of Construction of each Phase 1, subject to extension on account of Force Majeure, as provided in Section 20.

**Phase 1 Completion Report** has the meaning ascribed to that term in Section 4.4.1.

**Project** has the meaning ascribed to that term in Recital D.

**Project Improvements** means improvements constructed or caused to be constructed on the Land by Company and/or an affiliate and/or a Permitted Occupant, after the Effective Date.

**Reports** means the Phase 1 Completion Report, the Employment Report(s), the Subsequent Employment Report(s), if any, the Annual Certification, and the Subsequent Investment Report(s), if any.

**State** means the State of Texas.

**Subsequent Employment Commitment** has the meaning ascribed to it in Section 4.3.

**Subsequent Investment Report** or **Subsequent Investment Reports** has the meaning ascribed to that term in Section 4.4.3.

**Subsequent Investment Threshold** has the meaning ascribed to that term in Section 4.4.3.

**Subsequently Designated Reinvestment Zone** means a Tax Abatement Reinvestment Zone that is included in the Land and designated after the Effective Date, within which a Future Phase may be constructed.

**Tax Abatement Reinvestment Zone** means a designated area within the City or County where property owners may be eligible for a tax abatement on new improvements to their property, as provided under Chapter 312 of the Texas Tax Code

**Taxes** means any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing districts, maintenance districts or other similar districts.

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

**Term** has the meaning ascribed to it in Section 3.

**TPIA** has the meaning ascribed to that term in Section 16.

**Utility Services Agreement** has the meaning ascribed to it in Recital H.

3. **TERM.**

This Agreement will take effect on the date of execution of this Agreement by both the City and Company (the “**Effective Date**”) and, unless terminated earlier in accordance with its terms and conditions, will expire on the Expiration Date (the “**Term**”).

4. **COMPANY OBLIGATIONS AND COMMITMENTS.**

4.1. **Investment Commitment and Use.**

As conditions to receipt of the Abatement for Phase 1, on or before the Phase 1 Completion Deadline, the Completion Date for Phase 1 must occur and Company must expend, or cause the expenditure by itself or its tenants, Tenant Affiliates or a Permitted Occupant, an Investment of not less than Seven Hundred Million Dollars (\$700,000,000) (the “**Investment Commitment**”) for Phase 1. After the Phase 1 Completion Deadline, the Project Improvements must be continuously used for a lawful use related to the support and/or operation of Company’s commercial, business, retail, or industrial uses, for the remaining Term of the Agreement, subject to: (i) Force Majeure, as provided in Section 20; and (ii) temporary closures of not more than one hundred eighty (180) days or such longer period as may be necessary to construct capital improvements, remodels or repairs to the Project Improvements and/or reconstruct the Project Improvements following a casualty or condemnation event affecting the Project Improvements.

4.2 **Future Phases; Requirements; Timing of Development.**

Company or a Permitted Occupant may develop the Land in Phases extending over a period of years; and, if so, Company shall be eligible for a separate Abatement as follows. For each Future Phase, a separate Abatement shall be available if the Commencement of Construction occurs before the Designation Deadline, the Completion Date is on or before the Future Phase Completion Deadline, and if the Company expends or causes the expenditure by the Future Phase Completion Deadline of the Subsequent Investment Threshold (at a minimum). For the avoidance of doubt, the Subsequent Investment Threshold for each Future Phase must be met by Investment made by either Company or a Permitted Occupant in Project Improvements and Personal Property within such Future Phase, and will not include replacement/refresh servers or other Personal Property that is a part of a prior Phase previously designated by Company.

Each Phase shall have a separate Abatement Period. Abatement Periods for

separate Phases may run concurrently or sequentially. Company may designate a separate Phase with a description of the real property improvements and Personal Property that constitutes the Phase, without the necessity of further approval or signature of the Parties. Company shall use commercially reasonable efforts to provide the City with at least 30 days advance written notice of the Commencement of Construction of a Future Phase; provided, however, that failure to give such notice shall not constitute a breach or default of this Agreement and shall not entitle the City to terminate the Agreement or receive repayment, and shall not preclude the Company from receipt of the full Abatement for the Phase. Notice to the City designating any Future Phase(s) must be provided on or prior to the expiration of the Abatement Period for Phase 1 or eleven (11) years after the Effective Date, whichever occurs first (“**Designation Deadline**”).

If Company or a Permitted Occupant completes or installs additional improvements on the Land (including Personal Property) after submitting the Phase 1 Completion Report, but does not designate any Future Phases, then Company may provide a notice to the City that all improvements on the Land (including all Personal Property) will be considered a part of Phase 1; and, thereafter, all improvements located on the Land will be counted as part of Phase 1 for purposes of the Abatement. For the avoidance of doubt, the new improvements will not be considered a part of Phase 1 unless Company provides notice to the City designating such new improvements as part of Phase 1.

If Company designates Future Phases and then later completes or installs additional improvements on the Land (including Personal Property) that were not designated as part of a Phase, then Company may provide a notice to the City designating such improvements to be considered a part of the final Phase that Company designated and such improvements will receive the Abatement as part of such final Phase (regardless of whether such additional improvements are completed prior to or at any time after the Designation Deadline). For the avoidance of doubt, such additional improvements on the Land included as part of the final Phase (including Personal Property) would not include replacement/refresh servers or other Personal Property that is part of a prior Phase (because any replacement/refresh servers or Personal Property that is part of a prior Phase would be eligible to receive the Abatement with the prior Phase that it is a part of). By way of example, if Company designates five (5) Phases and then completes or installs additional improvements (including Personal Property) without designating another Phase, then upon notice from Company to the City, all such additional improvements (including Personal Property) will be considered a part of Phase 5 and will be eligible to receive the Abatement for the remaining Abatement Period for Phase 5. For the avoidance of doubt, the Designation Deadline is a deadline by which Company may designate Phases and the Abatement Period for Future Phases may extend beyond and occur past the Designation Deadline and the Future Phase Completion Deadline. There is no cap on the amount of Investment or improvements that may constitute a Phase (e.g., what constitutes a Phase is not limited by the Investment reported in the Phase 1 Completion Report or Subsequent Investment Report for such Phase). Investment for a Phase may be completed after

the Designation Deadline and the Future Phase Completion Deadline and will still receive the Abatement for the remaining Abatement Period of such Phase.

Notwithstanding any statement to the contrary herein, all terms, conditions and obligations of this Agreement shall apply to each Phase independently

The City acknowledges that as of the Effective Date, the Company cannot predict if, when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. The Company may develop the Project in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Project or any Phase or portion thereof; however, development of the Project (or Phase or portion thereof) in accordance with the terms of this Agreement is a condition precedent to receipt of the Abatement (for each Phase, as applicable)

#### **4.3 Employment Commitment.**

By the Phase 1 Completion Deadline, Company will provide or cause to be provided (through itself or third parties, including tenants, subtenants and Permitted Occupants) at least forty (40) Full-Time Jobs on the Land, and, will directly or will cause its tenants to maintain at least forty (40) Full-Time Jobs on the Land until the expiration of the Term (the “**Employment Commitment**”), with the minimum average wage of such forty (40) Full-Time Jobs of at least \$80,000. Additionally, if Company chooses, in its sole discretion, to develop the Project in a Subsequently Designated Reinvestment Zone, Company will also be required to meet the Employment Commitment for each Subsequently Designated Reinvestment Zone on or before the Future Phase Completion Deadline applicable to the first Phase in the Subsequently Designated Reinvestment Zone. The Employment Commitment applicable to a Subsequently Designated Reinvestment Zone is hereinafter referred to as the “**Subsequent Employment Commitment.**” For the avoidance of doubt, Employees hired to meet the Employment Commitment do not count towards the Subsequent Employment Commitment for a Future Phase; those obligations are completely independent of each other.

In determining the average wage of such forty (40) Full-Time Jobs, Company may include the amount reported in Box 5 of an employee’s W-2 Wage and Tax Statement, which represents gross taxable compensation. The Company will have 60-days to begin remedying any deficiency in the Employment Commitment, where such deficiency is not caused by the Company’s failure or breach of this Agreement and the Company will have up to eighteen (18) months to fully remedy such deficiency. Jobs as of December 31 of the year they were created may be included for reporting purposes if they otherwise meet the requirements of being a Full-Time Job. Nothing in this Agreement shall be

construed to require the Company to achieve the Employment Commitment; however, the Employment Commitment is a condition precedent to receipt of the Abatement.

#### **4.4. Reports and Filings by Company.**

##### **4.4.1. Phase 1 Completion Report.**

Provided that the Completion Date for Phase 1 occurred on or before the Phase 1 Completion Deadline, on or before March 1 of the first full calendar year following the calendar year in which the Completion Date for Phase 1 occurs, Company must provide or cause to be provided a written report to the City, substantially in the form attached hereto as **Exhibit “C”**, that confirms Company achieved the Investment Commitment for Phase 1 (the “**Phase 1 Completion Report**”).

##### **4.4.2. Phase 1 Employment Report.**

On or before March 1 of the first full calendar year following the year in which the Completion Date for Phase 1 occurs and on or before March 1 thereafter for each year during the Term, Company must provide the City with a report, substantially in the form attached hereto as **Exhibit “D”** (the “**Employment Report**”), that sets forth the total number of individuals who held Full-Time Jobs on the Land as of December 31 of the previous year.

##### **4.4.3 Subsequent Investment Report.**

At any time after Company submits the Phase 1 Completion Report (provided that Commencement of Construction of a Future Phase occurred on or prior to the Designation Deadline and the Completion Date for such Future Phase occurred on or before the Future Phase Completion Deadline), Company may file one or more “**Subsequent Investment Report(s)**” with the City, substantially in the form attached hereto as **Exhibit “E”**, to confirm that Company has made or caused to be made additional Investment on the Land (including within the Project Improvements) in an aggregate amount of at least Seven Hundred Million Dollars (\$700,000,000.00) (“**Subsequent Investment Threshold**”), which must be comprised of additional Investment (i) in Project Improvements and Personal Property within such Future Phase (and will not include replacement/refresh servers or other Personal Property that is part of Phase 1 or a prior Phase for which a prior Subsequent Investment Report was submitted); and (ii) that was not outlined in the Phase 1 Completion Report or a prior Subsequent Investment Report. For the avoidance of doubt, in order to satisfy the reporting requirement for receipt of Abatement for a Future Phase pursuant to this Section 4.4.3, in the Subsequent Investment Report, Company is only required to show that the Subsequent Investment Threshold was achieved

(and shall not be required to report any Investment that exceeds \$700,000,000.00).

**4.4.4 Subsequent Employment Report for Subsequently Designated Reinvestment Zones.**

If Company has designated a Future Phase that has met all requirements to receive abatement, including but not limited to the Subsequent Investment Threshold, and such Future Phase is located in a Subsequently Designated Reinvestment Zone, then on or before March 1 of the first full calendar year following the year in which the Completion Date for Phase 1 occurs and on or before March 1 thereafter for each year during the Term, Company must provide the City with a report, substantially in the form attached hereto as **Exhibit “F”** (the **“Subsequent Employment Report”**), that sets forth the total number of individuals who held Full-Time Jobs on the Land as of December 31 of the previous year

**4.4.5 Annual Certification.**

Pursuant to the Code, Company is required to certify annually to taxing units that it is in compliance with the terms of the Agreement. Company will complete and certify annually to the City, during each year in which Company receives Abatement hereunder, a certificate of compliance substantially in the form attached hereto as **Exhibit “G”**, to be due not later than March 1 of each year of an Abatement Period, as applicable.

**4.4.6. Failure to Submit Reports.**

If Company fails to submit any report or certification required by and in accordance with this Section 4.4, the City shall provide written notice to Company. If Company fails to provide any such report within thirty (30) calendar days following receipt of such written notice, the City shall have the right to terminate this Agreement. The City will not be required to provide any additional notices under Section 6.5 before terminating this Agreement in accordance with the provisions of this Section.

**4.5. Audits.**

Provided at least ten (10) calendar days’ notice is given, the City will have the right to audit the business records of Company and/or a Permitted Occupant that relate solely to the information necessary to evaluate compliance with this Agreement. If any such documentation or records are contained in business records of Company or a Permitted Occupant that also contain unrelated matters, Company or the Permitted Occupant may redact any unrelated matters that are non-essential to the audit of any applicable information. All such business records provided by the Company or a Permitted Occupant to the City shall be treated as “confidential

business information” as set forth in Section 16, and to the extent that such business records also qualify as trade secrets, such business records shall be so treated as trade secrets under the TPIA.

**4.6. Inspections of Land and Project Improvements.**

Provided at least ten (10) calendar days’ notice is given, the City will have the right to inspect and evaluate the Land and the Project Improvements with a Company’s representative present solely in order for the City to monitor or verify compliance with the terms and conditions of this Agreement.

For the avoidance of doubt, this Section 4.6 is not intended to and does not prohibit the City from performing other inspections or evaluations as may be required or allowed by Applicable City Rules or any other laws, rules, or regulations.

**4.7 Use of Land.**

The Land must be used at all times during the Term of this Agreement for purposes connected with the business operations of Company (or its assignee(s)) and its Affiliates, as described in the Recitals, and further described in Section 4.1, and otherwise in a manner that is consistent with the general purposes of encouraging development or redevelopment of the City.

**4.8. Company to Remain Responsible for All Obligations.**

The City understands that Company may not be the end user or operate the Project contemplated by this Agreement but instead may lease or otherwise provide or make available the facilities associated with the Project to another entity or entities to occupy such facilities and/or operate the Project. If this occurs, Company shall remain responsible for all obligations under this Agreement. Notwithstanding the foregoing, any Full Time Employees employed by a tenant or Permitted Occupant or investment on the Land made by a tenant or Permitted Occupant will count toward the Company’s satisfaction of the Employment Commitment and Investment Commitment, as applicable.

**5. TAX ABATEMENT.**

**5.1. Phase 1.**

Subject to the terms and conditions of this Agreement, provided that Company achieves the Investment Commitment by the Phase 1 Completion Deadline, the City hereby grants and Company and its Permitted Occupant(s) will be entitled to receive the Abatement for Phase 1 during each year of the Abatement Period, beginning with the First Year of Abatement for Phase 1. For the avoidance of doubt, the Abatement shall apply to all Project Improvements and Personal Property that are a part of or installed in a building or portion of a building that is

part of Phase 1, regardless of whether such improvements or Personal Property were specifically included in the original notice designating Phase 1 pursuant to Section 4.2 or the Phase 1 Completion Report and so long as Company provides the subsequent notice required in Section 4.2 designating the later improvements. For additional clarity, although Permitted Occupant(s) are eligible to receive the Abatement if all conditions are met, City will only enter into a tax abatement agreement with Company.

## **5.2. Future Phases**

Subject to the terms and conditions of this Agreement, for each Future Phase when the Commencement of Construction occurs on or prior to the Designation Deadline, the Completion Date is on or before the Future Phase Completion Deadline, and the Company meets the Subsequent Investment Threshold by the Future Phase Completion Deadline and the Subsequent Employment Commitment, if required by Section 4.3, the City hereby grants, and Company and its Permitted Occupant(s) will be entitled to receive, the Abatement for each such Future Phase during each year of the Abatement Period for such Future Phase(s), respectively, beginning with the First Year of Abatement for each Future Phase, as applicable. There is no limit on the number of Future Phases (and corresponding Abatements) for the same, so long as each such Future Phase meets the Subsequent Investment Threshold and otherwise complies with the terms of this Agreement, including that the Commencement of Construction for such Phase(s) occurs on or prior to the Designation Deadline and the Completion Date for such Future Phase(s) occurs on or before the Future Phase Completion Deadline. For the avoidance of doubt, if Company designates a final Phase and then provides notice to the City that all additional subsequent Investment (beyond the Subsequent Investment Threshold for such final Phase) shall be a part of such final Phase, then all such subsequent Investment (including Project Improvements and Personal Property) in excess of the Subsequent Investment Threshold for the final Phase will be considered a part of the final Phase and the Abatement shall apply to all such Project Improvements and Personal Property for the remainder of the Abatement Period for the final Phase; provided that, replacement/refresh servers or other Personal Property that is part of a prior Phase would not be included with the final Phase (because any replacement/refresh servers or Personal Property that is part of a prior Phase would be eligible to receive the Abatement with the prior Phase that it is a part of). For additional clarity, although Permitted Occupant(s) are eligible to receive the Abatement if all conditions are met, City will only enter into a tax abatement agreement with Company.

## **5.3 Commencement of Abatement Period.**

City and Company agree and acknowledge that the commencement of the Abatement Period for each Phase, as applicable, is deferred to a date that is subsequent to the Effective Date of this Agreement, as authorized by Section 312.007 of the Code, but that no Abatement Period for a single Phase will exceed ten (10) years for any Phase in compliance with Section 312.007 of the Code. The

Abatement Period(s) for separate Phases may run concurrently or successively.

**6. DEFAULT, TERMINATION AND FAILURE BY COMPANY TO MEET VARIOUS DEADLINES AND COMMITMENTS.**

**6.1 Failure to Meet Investment Commitment.**

If the Commencement of Construction of Phase 1 does not occur before the Commencement of Construction Deadline, if the Completion Date for Phase 1 does not occur on or before the Phase 1 Completion Deadline, or if the Investment Commitment is not met by the Phase 1 Completion Deadline, the City shall have the right to terminate this Agreement by providing written notice to Company without further obligation to Company hereunder.

**6.2 Failure to Pay City Taxes.**

A default shall occur under this Agreement if any ad valorem taxes owed on the Land, the Project Improvements, or on Personal Property owned by Company, an Affiliate, and/or a Permitted Occupant, or used to meet the Investment Commitment, become delinquent and Company does not pay such taxes, cause such taxes to be paid or properly follow the legal procedures for protest and/or contest of any such taxes within the cure period specified herein. If any ad valorem taxes owed on the Land, Project Improvements, or on the Personal Property owned by Company Affiliate, and/or Permitted Occupant, or used to meet the Investment Commitment become delinquent, prior to the City terminating this Agreement (i.e., the City may not terminate the Agreement until it provides such notice and cure period), City shall notify Company in writing and Company shall have thirty (30) calendar days from receipt of such notice to cure such default. If the default has not been cured by such time, the City shall have the right to terminate this Agreement (limited to and solely with respect to the applicable Phase that has delinquent ad valorem City taxes) immediately by providing written notice to Company and shall have all other rights and remedies that may be available to it under the law or in equity necessary to collect such delinquent taxes.

**6.3 Foreclosure.**

The City will have the right to terminate this Agreement, immediately upon provision of written notice to Company: (i) the completion of an action to foreclose or otherwise enforce a lien, Mortgage or deed of trust on the Land or improvements located on the Land; (ii) the involuntary conveyance to a third party of the Land or improvements located on the Land; or (iii) the appointment of a trustee or receiver for the Land or improvements located on the Land.

#### **6.4 Knowing Employment of Undocumented Workers.**

Company acknowledges that the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. Company hereby certifies that Company, and any branches, divisions, or departments of Company, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that Company, or any branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Company, Company shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of the value of the Infrastructure Reimbursement received by Company hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum.

For the purposes of this Section 6.4, “**Simple Interest**” is defined as a rate of interest applied only to an original value, in this case the aggregate value of Infrastructure Reimbursement received by Company pursuant to this Agreement. This rate of interest can be applied each year, but will only apply to the amount of the Infrastructure Reimbursement received hereunder and is not applied to interest calculated. For example, if the value of the Infrastructure Reimbursement received by Company hereunder is \$10,000 and it is required to be paid back with four percent (4%) interest five years later, the total amount would be  $\$10,000 + [5 \times (\$10,000 \times 0.04)]$ , which is \$12,000. This Section 6.4 does not apply to violations of any subsidiary or other Affiliate of Company, any franchisees of Company, or any person or entity with whom Company contracts.

#### **6.5 General Default.**

Unless and to the extent stated elsewhere in this Agreement, a Party will be in default under this Agreement if that Party breaches any material term or condition of this Agreement and such breach remains uncured after thirty (30) calendar days following receipt of written notice from the other Party referencing this Agreement and identifying the default and curative action required to cure the same (or, if the Party in breach has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure), the non-defaulting Party, will have the right to terminate this Agreement (with respect to the applicable Phase(s) in which an uncured default occurred) immediately by providing written notice to the other Party as well as all other available rights and remedies under the law, except as limited pursuant to the terms of this Agreement.

## **6.6 City's Remedy in the Event of Default.**

In the event of an uncured Material Breach, Company and Permitted Occupants will be required to repay the City any taxes that were abated in accordance with this Agreement (with respect to the applicable Phase(s) in which a default occurred) and that would otherwise have been paid to the City in the absence of this Agreement prior to the date that the City's right to terminate this Agreement as a result of such Material Breach is triggered in accordance with Section 6.5 above. The City and Company agree that this amount is a reasonable approximation of actual damages that the City will incur as a result of an uncured Material Breach. This amount shall be due, owing and paid to the City within sixty (60) days following the effective date of termination of this Agreement by the City (if any). In the event that all or any portion of this amount is not paid to the City within sixty (60) days following the effective date of termination of this Agreement, Company and Permitted Occupants shall also be liable for all penalties and interest on any outstanding amount at the statutory rate for delinquent taxes, as determined by the Code at the time of the payment of such penalties and interest.

## **6.7 Mutual Waiver of Consequential Damages.**

Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

## **6.8 No Cross-Defaults.**

Notwithstanding any statement to the contrary herein, all terms, conditions and obligations of this Agreement shall apply to each Phase independently. By way of example and for the avoidance of doubt, in the event of a default with respect to Phase 3 (if Company chooses, in its sole discretion, to develop Phase 3, or any Future Phases), such default would have no impact on the Abatement or Company's obligations with respect to Phase 1, Phase 2, Phase 4 or any other Phase, as applicable (if such Phases exist), except Phase 3.

## **7. INDEPENDENT CONTRACTOR.**

It is expressly understood and agreed that Company shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the City. Company shall have the exclusive right to control all details and day-to-day operations relative to the Land and any improvements thereon and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Company acknowledges that the doctrine of *respondeat superior* will not apply as between the City and Company, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees.

The Parties agree that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and Company.

**8. INDEMNIFICATION AND RELEASE.**

***COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR LESSEES, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND THE CITY, THE COMPANY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE COMPANY'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.***

***THE CITY HEREBY RELEASES AND AGREES TO HOLD HARMLESS COMPANY, ITS OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) THE CITY'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE CITY, ITS OFFICERS, SERVANTS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE COMPANY AGAINST CLAIMS CAUSED BY THE COMPANY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE COMPANY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND THE CITY, THE CITY'S OBLIGATION WILL BE LIMITED TO A FRACTION OF THE***

***TOTAL CLAIMS EQUIVALENT TO THE CITY'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.***

**9. NOTICES.**

Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered (i) electronically; (ii) personally, with acknowledgment of receipt being obtained by the delivering Party; (iii) by U.S. Certified Mail, return receipt requested; or (iv) by overnight delivery service by a reliable company, such as Federal Express or the United States Parcel Service. Until further notification by written notice in the manner required by this Section 9, notices to the Parties shall be delivered as follows:

**City:**

City of Temple  
Attn: City Manager  
2 N. Main Street, Suite 306  
Temple, Texas 76501  
Email:  
citymanagerweb@templetx.gov

**Company:**

Rowan Temple LLC  
Attn: Chief Legal Officer and Senior Director  
1400 16<sup>th</sup> Street  
Suite 310  
Denver, Colorado 80202  
legal@rowan.digital

With a copy to:

Legal Department  
Attn: City Attorney  
2 N. Main Street, Suite 308  
Temple, Texas 76501  
Email: legal@templetx.gov

With a copy to:

Rowan Temple LLC  
c/o Jackson Walker LLP Attn: Ali Andrews  
100 Congress Avenue Suite 1100  
Austin, Texas 78701  
aandrews@jw.com

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the third (3rd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received. Notice given electronically shall be deemed given the next Business Day after it has been successfully sent.

**10. ASSIGNMENT AND SUCCESSORS.**

**10.1 Affiliates.**

Company may assign its rights and obligations under this Agreement, in whole or in part, without the consent of the City, but upon written notice to the City to an Affiliate. Upon such assignment the assigning entity shall be relieved of its

covenants, commitments and obligations hereunder to the extent of the rights and obligations so assigned.

**10.2 Collateral Assignment.**

Company may assign its rights and obligations under this Agreement to a financial institution or other lender for purposes of granting a Mortgage in the Land and/or improvements thereon without the consent of the City, but upon not less than fourteen (14) days advance written notice to the City.

**10.3 Other Assignment.**

Except as otherwise provided herein, Company may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the consent of the City Council, which consent shall not be unreasonably withheld, conditioned or delayed; provided that the proposed assignee first executes a written agreement with the City under which the proposed assignee agrees to assume and be bound by all covenants and obligations of Company under this Agreement, to the extent of the rights and obligations assigned (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder to the extent of the rights and obligations so assigned). Any permitted assignee or successor in interest of Company under this Agreement shall be deemed "Company" for all purposes under this Agreement.

**11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.**

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

**12. LIMITED WAIVER OF IMMUNITY.**

The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement.

**13. NO WAIVER.**

The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

**14. VENUE AND JURISDICTION; ATTORNEYS' FEES.**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in and be brought exclusively in the courts of Bell County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas. In the event any action is brought by either Party hereto against the other Party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including, without limitation, the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 14 shall survive the termination of this Agreement and the entry of any judgment, but shall not merge, or be deemed to have merged, into any judgment.

**15. SEVERABILITY; CONFLICTING LAW.**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. If any law is enacted after the Effective Date that prohibits either Party from materially performing its duties and obligations under this Agreement or that affects the ability of Company to receive the Infrastructure Reimbursement (or any portion thereof) hereunder, the Parties agree to meet and confer in good faith for a period of no less than thirty (30) and no more than ninety (90) days to seek to effectuate an amendment to this Agreement that preserves, to the extent reasonably possible, the original intentions of the Parties under this Agreement, with the understanding that this Agreement cannot be amended without the approval of the City Council.

**16. CONFIDENTIAL INFORMATION.**

City and Company acknowledge and agree that this Agreement and any information provided by Company to the City may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "TPIA"). If the City receives a request for information about Company or this Project that may be considered a trade secret or confidential business information, the City shall follow the standards set out in the TPIA and under the Texas Attorney General's procedures for such requests. Company shall be responsible for defending the confidentiality of such information at its sole cost and expense.

**17. MUTUAL ASSISTANCE; DISPUTE RESOLUTION.**

The Parties will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in

carrying out such objectives, terms and provisions, including without limitation, the City facilitating approval of City permits, documents, and other instruments as may be reasonably necessary in carrying out such objectives. In case of any disputes arising under this Agreement, the City and Company agree to attempt to resolve such disputes through good faith negotiations between authorized representatives of both Parties. If a dispute cannot be resolved through good faith negotiations, either Party may pursue any available legal remedies in any court of competent jurisdiction that satisfies the requirements of Section 15, or, if both Parties mutually agree, the dispute may be submitted to binding arbitration in accordance with procedures to which both Parties agree.

**18. CITY PROCEDURES AND ACTIONS.**

The City Council, after conducting a duly-noticed public meeting, adopted Resolution No. 2025-0333 on October 2, 2025, effective immediately upon adoption, which resolution (i) confirmed the City Council's approval of this Agreement and the City Council's finding that the provisions of this Agreement are consistent with the Comprehensive Plan and the Applicable City Rules and (ii) authorized the execution of this Agreement. The City represents and warrants to the Company that (a) the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

**19. NO THIRD-PARTY RIGHTS.**

The provisions and conditions of this Agreement are solely for the benefit of the Parties, including any successor or permitted assign of Company, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**20. 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 reason of Force Majeure, 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 design or construction requirement and the completion deadline shall be extended for a period of time equal to the period such Party was delayed; provided, however, in all cases, only to the extent that the Party claiming Force Majeure (1) did not cause such Force Majeure condition, and (2) throughout the pendency of such Force Majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such Force Majeure condition.

**21. INTERPRETATION.**

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any Party, regardless of the actual drafter of this Agreement.

**22. CAPTIONS.**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**23. ENTIRETY OF AGREEMENT.**

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement regarding tax abatement, is hereby declared null and void to the extent in conflict with any provision of this Agreement, and superseded by this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both Parties and approved by the City Council.

**24. WAIVER OF JURY TRIAL.**

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

**25. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

**26. CONFLICTS OF INTEREST.**

Neither the Land nor any improvements thereon are owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

**27. COMPLIANCE WITH TEXAS GOVERNMENT CODE.**

For purposes of sections 2252.152, 2271.002, 2274.002, and 2276.002 Texas Government Code, as amended, Company verifies that the Company and any parent company, wholly owned subsidiary, majority-owned subsidiary, and Affiliate (i) do not boycott energy companies and are authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code; (ii) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm

trade association and are authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in section 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code; (iii) do not boycott Israel and are authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in section 808.001 of the Texas Government Code; and (iv) unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code.

*[Signatures on following page]*

**EXECUTED** as of the last date indicated below:

**CITY:**

City of Temple,  
a municipal corporation of the State of Texas



DocuSigned by:  
*Brynn Myers*  
E37CE5415DD84F8...  
By: \_\_\_\_\_  
Name: Brynn Myers  
Title: City Manager

Date: 11/20/2025 | 3:37 PM CST

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
*Kathryn Davis*  
8CF0E5202E9848E...  
By: \_\_\_\_\_  
Name: Kathryn Davis  
City Attorney

**ROWAN TEMPLE LLC**  
a Delaware limited liability company

DocuSigned by:  
*Martin Romo*  
2C8A76856551484...  
By: \_\_\_\_\_  
Name: Martin Romo  
Title: Authorized Signatory

Date: 11/11/2025



**EXHIBITS**

**“A” – Description of the Land**

**“B” - Joinder Agreement Template**

**“C” – Form of Phase 1 Completion Report**

**“D” – Form of Employment Report**

**“E” – Form of Subsequent Investment Report**

**“F” – Form of Subsequent Employment Report**

**“G” - Form of Certificate of Compliance**

**EXHIBIT "A"**

**Description of the Land**

**(see attached)**

EXHIBIT “ A ”

Maximo Moreno Survey, Abstract No. 14



PO Box 90876  
 Austin, TX 78709  
 512.554.3371  
 TBPELS Firm #10174300

Legal Description

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 554.5922 ACRES (24,158,038 SQUARE FEET) OUT OF THE MAXIMO MORENO SURVEY, ABSTRACT NO. 14, IN BELL COUNTY, TEXAS, BEING ALL OF A CALLED 240.82 ACRES TRACT CONVEYED TO THEODORE C. FLICK AND MILTON J. FLICK IN VOLUME 1717, PAGE 237 OF THE DEED RECORDS OF BELL COUNTY, TEXAS (D.R.B.C.T.), AND BEING ALL OF A CALLED 213.83 ACRES TRACT OF LAND CONVEYED TO THEODORE C. FLICK AND MILTON J. FLICK IN VOLUME 4339, PAGE 547 (D.R.B.C.T.), AND BEING ALL OF A CALLED 42.66 ACRES TRACT OF LAND CONVEYED TO PAIGE D. FLICK AND MILTON J. FLICK, TRUSTEE IN DOCUMENT NO. 2001029738 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS (O.P.R.B.C.T.), AND BEING ALL OF A CALLED 8.71 ACRES TRACT (CALLED TRACT TWO) AND BEING ALL OF A CALLED 55.2 ACRES TRACT OF LAND (CALLED TRACT THREE) CONVEYED TO BEATRICE BRENEK IN DOCUMENT NO. 2022039871 (O.P.R.B.C.T.), SAID 554.5922 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at a 4-inch metal post found for an angle point in the apparent east right-of-way line of Bob White Road (right-of-way varies), being the northwest corner of said Flick 42.66 acres tract, and being the southwest corner of an apparent gap between deeds, said gap between deeds lines between said Flick 42.66 acres tract and a called 4.95 acres tract conveyed to Ruben Hernandez and Yadira Arroyo in Document No. 2011041151 (O.P.R.B.C.T.), a called 4.000 acres tract conveyed to Josephine Mitchell in Document No. 2019059401 (O.P.R.B.C.T.), said Kruppa tract, said Hernandez & Yadira 4.95 acres tract, Mitchell 4.000 acres tract and Kruppa 147.468 acres tract all being out of a called 162-1/2 acres tract described in Volume 408, Page 483 (D.R.T.C.T.), and being the most southerly northwest corner and **POINT OF BEGINNING** hereof, from which a 1-inch iron pipe found for an angle point in the apparent east right-of-way line of said Bob White Road, being the northwest corner of said apparent gap between deeds, and being the southwest corner of said Hernandez & Yadira 4.95 acres tract bears, N08°37'53"E, a distance of 20.79 feet;

**THENCE**, leaving the east right-of-way line of said Bob White Road, with the north line of said Flick 42.66 acres tract, the following two (2) courses and distances:

- 1) **S68°14'19"E**, a distance of **633.68** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **S65°31'37"E**, a distance of **1,891.54** feet to a 1/2-inch iron pipe found for an interior ell-corner hereof, being in the west line of said Flick 213.83 acres tract, and being the southeast corner of said apparent gap between deed lines;

**THENCE**, leaving the north line of said Flick 42.66 acres tract, with the west line of said Flick 213.83 acres tract and the east line of said apparent gap between deed lines, **N17°03'35"E**, a distance of **19.38** feet to a 1/2-inch iron rod found in the west line of said Flick 213.83 acres tract, being the northeast corner of said apparent gap between deed lines, and being the southeast corner of a called 147.468 acre tract, conveyed to Daniel J. Kruppa and wife, Mary Helen Kruppa in Volume 3621, Page 451 (D.R.T.C.T.);

**THENCE**, with the west line of said Flick 213.83 acres tract, and the east line of said Kruppa tract, the following three (3) courses and distances:

- 1) **N16°43'51"E**, a distance of **1,563.35** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **N15°59'33"E**, a distance of **1,353.42** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, and
- 3) **N22°39'45"E**, a distance of **29.36** feet to a calculated point for the common north corner of said Flick 213.83 acres tract and said Kruppa tract and being in the south line of a called 208 acres tract conveyed to Nancy Duskocil and Raymond Duskocil in Document No. 2013023850 (O.P.R.B.C.T.);

**THENCE**, leaving the east line of said Kruppa 147.468 acres tract, in part with north line of said Flick 213.83 acres tract, in part with the north line of said Flick 240.82 acres tract, in part with the south line of said Duskocil remainder tract, in part with the south line of a called 202.239 acres tract conveyed to Jerry Neil Lancaster and wife, Paula Hughes Lancaster in Document No. 2018007368 (O.P.R.B.C.T.), in part with the south line of a called 47.917 acres tract conveyed to Jimmie J Coufal, Carolyn Coufal and Clifton Coufal in Document no. 2021060725 (O.P.R.B.C.T.) as described in Volume 2328, Page 651 (D.R.B.C.T.), and being with the approximate centerline of said Little Elm Creek the following one hundred two (102) courses and distances:

- 1) **S78°44'27"E**, a distance of **144.07** feet to a calculated point for an angle point hereof,
- 2) **S37°52'01"E**, a distance of **116.77** feet to a calculated point for an angle point hereof,
- 3) **S09°53'29"E**, a distance of **145.19** feet to a calculated point for an angle point hereof,
- 4) **S02°23'39"W**, a distance of **297.14** feet to a calculated point for an angle point hereof,
- 5) **S25°55'56"W**, a distance of **137.78** feet to a calculated point for an angle point hereof,
- 6) **N87°11'23"W**, a distance of **89.90** feet to a calculated point for an angle point hereof,
- 7) **S62°12'58"W**, a distance of **39.17** feet to a calculated point for an angle point hereof,
- 8) **S10°37'02"W**, a distance of **119.71** feet to a calculated point for an angle point hereof,
- 9) **S34°46'07"E**, a distance of **85.09** feet to a calculated point for an angle point hereof,
- 10) **S06°39'43"E**, a distance of **92.38** feet to a calculated point for an angle point hereof,
- 11) **S40°05'28"E**, a distance of **161.56** feet to a calculated point for an angle point hereof,
- 12) **S14°07'59"E**, a distance of **86.52** feet to a calculated point for an angle point hereof,
- 13) **S46°02'53"E**, a distance of **149.78** feet to a calculated point for an angle point hereof,
- 14) **S78°36'13"E**, a distance of **296.72** feet to a calculated point for an angle point hereof,
- 15) **N35°58'50"E**, a distance of **79.08** feet to a calculated point for an angle point hereof,
- 16) **S66°39'26"E**, a distance of **44.32** feet to a calculated point for an angle point hereof,
- 17) **N78°03'52"E**, a distance of **83.42** feet to a calculated point for an angle point hereof,
- 18) **S58°01'17"E**, a distance of **123.35** feet to a calculated point for an angle point hereof,
- 19) **S81°17'30"E**, a distance of **87.02** feet to a calculated point for an angle point hereof,
- 20) **N47°42'17"E**, a distance of **28.43** feet to a calculated point for an angle point hereof,
- 21) **N16°20'30"E**, a distance of **87.34** feet to a calculated point for an angle point hereof,
- 22) **N53°57'31"E**, a distance of **45.21** feet to a calculated point for an angle point hereof,
- 23) **S72°09'27"E**, a distance of **89.59** feet to a calculated point for an angle point hereof,
- 24) **S82°46'20"E**, a distance of **224.21** feet to a calculated point for an angle point hereof,
- 25) **N87°42'02"E**, a distance of **161.26** feet to a calculated point for an angle point hereof,
- 26) **N54°10'57"E**, a distance of **47.54** feet to a calculated point for an angle point hereof,
- 27) **N10°52'28"E**, a distance of **69.73** feet to a calculated point for an angle point hereof,
- 28) **N37°09'45"E**, a distance of **43.14** feet to a calculated point for an angle point hereof,
- 29) **S87°38'36"E**, a distance of **42.17** feet to a calculated point for an angle point hereof,
- 30) **S55°22'15"E**, a distance of **95.24** feet to a calculated point for an angle point hereof,
- 31) **S17°03'44"E**, a distance of **47.54** feet to a calculated point for an angle point hereof,
- 32) **S09°29'30"E**, a distance of **134.63** feet to a calculated point for an angle point hereof,
- 33) **S55°58'24"W**, a distance of **117.90** feet to a calculated point for an angle point hereof,

- 34) **S29°23'11"W**, a distance of **53.37** feet to a calculated point for an angle point hereof,
- 35) **S15°40'28"E**, a distance of **79.14** feet to a calculated point for an angle point hereof,
- 36) **S43°37'26"W**, a distance of **53.44** feet to a calculated point for an angle point hereof,
- 37) **S64°52'29"W**, a distance of **78.63** feet to a calculated point for an angle point hereof,
- 38) **S16°09'16"E**, a distance of **174.06** feet to a calculated point for an angle point hereof,
- 39) **S41°26'06"E**, a distance of **47.38** feet to a calculated point for an angle point hereof,
- 40) **S47°49'46"E**, a distance of **75.12** feet to a calculated point for an angle point hereof,
- 41) **S24°59'59"E**, a distance of **106.82** feet to a calculated point for an angle point hereof,
- 42) **S01°47'42"W**, a distance of **56.49** feet to a calculated point for an angle point hereof,
- 43) **S47°35'50"W**, a distance of **35.52** feet to a calculated point for an angle point hereof,
- 44) **S89°29'57"W**, a distance of **38.52** feet to a calculated point for an angle point hereof,
- 45) **N60°56'08"W**, a distance of **49.51** feet to a calculated point for an angle point hereof,
- 46) **N55°56'13"W**, a distance of **60.75** feet to a calculated point for an angle point hereof,
- 47) **S79°14'22"W**, a distance of **51.26** feet to a calculated point for an angle point hereof,
- 48) **S44°29'09"W**, a distance of **50.96** feet to a calculated point for an angle point hereof,
- 49) **S13°45'39"E**, a distance of **101.14** feet to a calculated point for an angle point hereof,
- 50) **S37°59'15"E**, passing at a distance of 161.61 feet a calculated point for the common north corner of said Flick 213.83 acres tract and said Flick 240.82 acre tract (from which a 1/2-inch iron rod found for an angle point in the common line of said Flick 213.83 acres tract and said Flick 240.82 acres tract bears, **S73°07'20"E**, a distance of 198.19 feet), in all a distance of **262.41** feet to a calculated point for an angle point hereof,
- 51) **S21°44'46"E**, a distance of **147.93** feet to a calculated point for an angle point hereof,
- 52) **S18°00'22"E**, a distance of **102.51** feet to a calculated point for an angle point hereof,
- 53) **S36°36'12"E**, a distance of **206.58** feet to a calculated point for an angle point hereof,
- 54) **S71°10'01"E**, a distance of **52.19** feet to a calculated point for an angle point hereof,
- 55) **N44°15'40"E**, a distance of **117.19** feet to a calculated point for an angle point hereof,
- 56) **S72°04'12"E**, a distance of **55.05** feet to a calculated point for an angle point hereof,
- 57) **N87°14'07"E**, a distance of **44.78** feet to a calculated point for an angle point hereof,
- 58) **N51°54'23"E**, a distance of **35.38** feet to a calculated point for an angle point hereof,
- 59) **N78°09'59"E**, a distance of **42.13** feet to a calculated point for an angle point hereof,
- 60) **S68°08'28"E**, a distance of **73.64** feet to a calculated point for an angle point hereof,
- 61) **S79°31'43"E**, a distance of **47.77** feet to a calculated point for an angle point hereof,
- 62) **N85°39'02"E**, a distance of **96.28** feet to a calculated point for an angle point hereof,
- 63) **N59°41'30"E**, a distance of **46.89** feet to a calculated point for an angle point hereof,
- 64) **N00°00'00"E**, a distance of **18.44** feet to a calculated point for an angle point hereof,
- 65) **N40°09'23"W**, a distance of **44.35** feet to a calculated point for an angle point hereof,
- 66) **N23°05'54"W**, a distance of **60.30** feet to a calculated point for an angle point hereof,
- 67) **N44°48'57"E**, a distance of **32.79** feet to a calculated point for an angle point hereof,
- 68) **N81°45'34"E**, a distance of **38.37** feet to a calculated point for an angle point hereof,
- 69) **S82°30'35"E**, a distance of **57.36** feet to a calculated point for an angle point hereof,
- 70) **S66°42'04"E**, a distance of **69.97** feet to a calculated point for an angle point hereof,
- 71) **S40°14'38"E**, a distance of **41.50** feet to a calculated point for an angle point hereof,
- 72) **S11°57'44"E**, a distance of **54.18** feet to a calculated point for an angle point hereof,
- 73) **S09°09'13"W**, a distance of **62.15** feet to a calculated point for an angle point hereof,
- 74) **N59°00'29"W**, a distance of **26.45** feet to a calculated point for an angle point hereof,
- 75) **N73°10'48"W**, a distance of **60.66** feet to a calculated point for an angle point hereof,
- 76) **S00°14'46"W**, a distance of **37.87** feet to a calculated point for an angle point hereof,
- 77) **S68°04'06"E**, a distance of **73.17** feet to a calculated point for an angle point hereof,
- 78) **S72°41'20"E**, a distance of **46.78** feet to a calculated point for an angle point hereof,
- 79) **S41°41'57"E**, a distance of **59.35** feet to a calculated point for an angle point hereof,
- 80) **S15°19'00"E**, a distance of **90.82** feet to a calculated point for an angle point hereof,

- 81) **S62°20'51"E**, a distance of **47.96** feet to a calculated point for an angle point hereof,
- 82) **S69°59'19"E**, a distance of **48.01** feet to a calculated point for an angle point hereof,
- 83) **S35°30'54"E**, a distance of **42.56** feet to a calculated point for an angle point hereof,
- 84) **S20°14'19"W**, a distance of **45.84** feet to a calculated point for an angle point hereof,
- 85) **S44°56'32"W**, a distance of **54.54** feet to a calculated point for an angle point hereof,
- 86) **S12°57'48"E**, a distance of **94.92** feet to a calculated point for an angle point hereof,
- 87) **S18°07'11"W**, a distance of **89.11** feet to a calculated point for an angle point hereof,
- 88) **S04°19'14"E**, a distance of **55.75** feet to a calculated point for an angle point hereof,
- 89) **S35°06'14"E**, a distance of **49.45** feet to a calculated point for an angle point hereof,
- 90) **S82°59'45"E**, a distance of **48.01** feet to a calculated point for an angle point hereof,
- 91) **N77°42'44"E**, a distance of **30.30** feet to a calculated point for an angle point hereof,
- 92) **N44°15'50"E**, a distance of **49.40** feet to a calculated point for an angle point hereof,
- 93) **S66°46'06"E**, a distance of **85.75** feet to a calculated point for an angle point hereof,
- 94) **S87°58'11"E**, a distance of **105.53** feet to a calculated point for an angle point hereof,
- 95) **S56°14'57"E**, a distance of **161.56** feet to a calculated point for an angle point hereof,
- 96) **S79°05'48"E**, a distance of **39.52** feet to a calculated point for an angle point hereof,
- 97) **N82°44'24"E**, a distance of **48.10** feet to a calculated point for an angle point hereof,
- 98) **S67°49'55"E**, a distance of **121.12** feet to a calculated point for an angle point hereof,
- 99) **N87°08'23"E**, a distance of **50.76** feet to a calculated point for an angle point hereof,
- 100) **N58°14'03"E**, a distance of **85.98** feet to a calculated point for an angle point hereof,
- 101) **S86°28'11"E**, a distance of **42.17** feet to a calculated point for an angle point hereof,
- 102) **S30°16'54"E**, a distance of **73.90** feet to a calculated point for the northeast corner hereof, being the common north corner of said Flick 240.82 acres tract and a called 52.62 acres tract conveyed to Coufal Hines Family LP in Document No. 2010045168 (O.P.R.B.C.T.);

**THENCE**, leaving the south line of said Coufal 47.917 acres tract and the centerline of said Little Elm Creek, with the common line of said Flick 240.82 acres tract and said Coufal Hines Family tract the following two (2) courses and distances:

- 1) **S15°15'20"W**, a distance of **953.16** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **S16°06'19"W**, a distance of **986.99** feet to a Texas Department of Transportation (TxDOT) Type III Aluminum Cap found for an angle point hereof, being the common west corner of said Coufal Hines Family tract and a called 218.551 acres tract (called Tract One) conveyed to Franklin D. Tschoerner and Linda M Drozd, Co-Trustees in Document No. 2020066893 (O.P.R.B.C.T.);

**THENCE**, leaving the south line of said Coufal Hines Family tract, with the common line of said Flick 240.82 acres tract and said Tschoerner and Drozd tract the following three (3) courses and distances:

- 1) **S16°33'37"W**, a distance of **796.47** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **S16°27'40"W**, a distance of **2,137.02** feet to a 1/2-inch iron rod found for the southeast corner hereof,
- 3) **N74°40'25"W**, a distance of **1,306.87** feet to a 1/2-inch iron rod found for an angle point hereof, being the most southerly northwest corner of said Tschoerner and Drozd tract, being an angle point in the east right-of-way line of Red Barn Lane (right-of-way varies);

**THENCE**, leaving the west line of said Tschoerner and Drozd tract, with the east right-of-way line of said Red Barn Lane and the east line of said Flick 240.82 acres tract the following two (2) courses and distances:

- 1) **N74°17'08"W**, a distance of **39.18** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the most southerly southwest corner hereof,
- 2) **N16°17'27"E**, a distance of **424.98** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being an angle point in the east line of the remainder of a called 55.13 acres tract conveyed to Ralph Owen and wife, Deborah Owen in Volume 3869, Page 435 (D.R.B.C.T.).

**THENCE**, in part with the south line of said Flick 240.82 acres tract, in part with the south line of said Flick 213.83 acres tract and with the north line of said Owen remainder tract the following twelve (12) courses and distances:

- 1) **N63°09'17"E**, a distance of **100.11** feet to a 1/2-inch iron rod found for an angle point hereof,
- 2) **N81°44'27"E**, a distance of **136.78** feet to a 1/2-inch iron rod found for an angle point hereof,
- 3) **N53°06'25"E**, a distance of **15.43** feet to a 1/2-inch iron rod found for an angle point hereof,
- 4) **N17°10'00"E**, a distance of **51.81** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 5) **N16°07'34"W**, a distance of **118.67** feet to a 1/2-inch iron rod found for an angle point hereof,
- 6) **N30°56'53"E**, a distance of **455.25** feet to a 1/2-inch iron rod found for an angle point hereof,
- 7) **N17°02'08"W**, a distance of **453.36** feet to a 1/2-inch iron rod found for an angle point hereof,
- 8) **N04°27'37"W**, a distance of **37.18** feet to a 1/2-inch iron rod found for an angle point hereof,
- 9) **N06°32'44"E**, a distance of **223.26** feet to a 1/2-inch iron rod found for an angle point hereof, being the beginning of an apparent gap between deed lines,
- 10) **N62°17'05"W**, a distance of **43.45** feet to a 1/2-inch iron rod found for an angle point hereof,
- 11) **N73°52'59"W**, a distance of **1,029.61** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 12) **N73°43'28"W**, a distance of **1,107.75** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being the end of said apparent gap between deed lines, and being the common north corner of said Owens tract and a called 12.916 acres tract conveyed to John Tarver A/K/A/ John D. Tarver in Document No. 2017042928 (O.P.R.B.C.T.) in Volume 3632, Page 435 (D.R.B.C.T.);

**THENCE**, leaving the west line of said Owen tract, with the common line of said Flick 213.83 acres tract and said Tarver tract, **N74°08'06"W**, a distance of **532.24** feet to a 1/2-inch iron rod found for an angle point hereof, being the common north corner of said Tarver tract and a called 56.05 acres tract (Tract One) conveyed to Beatrice Brenek in Document No. 2022039871 (O.P.R.B.C.T.);

**THENCE**, leaving the west line of said Owen tract, with the common line of said Flick 213.83 acres tract and said Brenek (Called Tract One), **N74°00'55"W**, a distance of **363.77** feet to a 1/2-inch iron rod found in the north line of said Brenek (Called Tract One) and the common south corner of said Flick 213.83 acres tract and said Brenek (Called Tract Two);

**THENCE**, leaving the west line of said Flick 213.83 acres tract, with the common line of said Brenek (Called Tract One) and said Brenek (Called Tract Two) the following two (2) courses and distances:

- 1) **N73°47'17"W**, a distance of **1,327.64** feet to a 6-inch cedar post found for an angle point hereof,
- 2) **N73°06'03"W**, a distance of **844.05** feet to an iron rod with "RPLS 4748" cap found in the east right-of-way line of said Bob White Road, being the common west corner of said Brenek (Called Tract One) and said Brenek (Called Tract Two);

**THENCE**, leaving the north line of said Brenek (Called Tract One), with the west right-of-way line of said Bob White Road and the east line of said Brenek (Called Tract Two), **N04°11'14"E**, a distance of **433.07**

feet to a 1/2-inch iron rod found for an angle point hereof, being the common west corner of said Brenek (Called Tract Two) and Brenek (Called Tract Three);

**THENCE**, leaving the north line of said Brenek (Called Tract Two), with the west right-of-way line of said Bob White Road and the east line of said Brenek (Called Tract Three), **N04°44'27"E**, a distance of **518.50** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the most southerly northwest corner hereof, being the common west corner of said Brenek (Called Tract Three) and a called 5.64 acres tract conveyed to Jesse Padilla Sisneros in Document No. 2020036930 (O.P.R.B.C.T.) as described in Volume 2754, Page 76 of the Deed Records of Bell County, Texas (D.R.B.C.T.), from which a 1/2-inch iron rod with "4Ward-Boundary" cap set in the west right-of-way line of said Bob White Road, being the common west corner of said Cisneros tract and a called 40 acres tract conveyed to Wilburn Buel Ray in Volume 2298, Page 1 (D.R.B.C.T.) bears, **N05°05'02"E**, a distance of 445.39 feet;

**THENCE**, leaving the west right-of-way line of said Bob White Road, with the common line of said Brenek (Called Tract Three) and said Sisneros tract the following two (2) courses and distances:

- 1) **S71°54'18"E**, a distance of **542.29** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **N26°06'15"E**, a distance of **366.63** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the most northerly northwest corner hereof, being the common north corner of said Brenek (Called Tract Three) and said Sisneros tract, and being in the south line of said Ray tract;

**THENCE**, leaving the west line of said Sisneros tract, with the common line of said Brenek (Called Tract Three) and said Ray tract, **S66°20'29"E**, a distance of **1,783.75** feet to a 1/2-inch iron rod found for the northeast corner hereof, being the common east corner of said Brenek (Called Tract Three) and said Ray tract, and being in the west line of a called 213.83 acres tract conveyed to Theodore C. Flick and Milton J. Flick in Volume 4339, Page 547 (D.R.B.C.T.);

**THENCE**, leaving the north line of said Brenek (Tract Three), with the common line of said Flick 213.83 acres tract and said Ray tract, **N16°35'22"E**, a distance of **698.49** feet to a 1/2-inch iron rod found for an interior ell-corner hereof, being in the south line of said Flick 42.66 acres tract;

**THENCE**, leaving the west line of said Flick 213.83 acres tract, with the common line of said Flick 42.66 acres tract and said Ray tract, **N66°09'03"W**, a distance of **2,530.07** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the most northerly southwest corner hereof, being the common west corner of said Flick 42.66 acres tract and said Ray tract, being in the apparent east right-of-way line of said Bob White Road;

**THENCE**, leaving the north line of said Ray tract, with the west line of said Flick 42.66 acres tract and the east right-of-way line of said Bob White Road, **N17°30'04"E**, a distance of **310.07** feet to a 1/2-inch iron rod found for an angle point hereof, being the common west corner of said Flick 42.66 acres tract and a called 1.00 acre tract conveyed to Bernice Bryson in Document No. 2011041219 (O.P.R.B.C.T.);

**THENCE**, leaving the east right-of-way line of said Bob White Road, with the common line of said Flick 42.66 acres tract and said Bryson tract the following two (2) courses and distances:

- 1) **S66°24'55"E**, a distance of **290.31** feet to a 1/2-inch iron rod found for an angle point hereof, being the southeast corner of said Bryson tract,

- 2) **N16°58'56"E**, a distance of **150.58** feet to a 1/2-inch iron rod found for an angle point hereof, being the common east corner of said Bryson tract and a called 0.65 acre tract conveyed to Jose Ines Ramirez in Volume 5179, Page 655 (D.R.B.C.T.);

**THENCE**, leaving the north line of said Bryson tract, with the common line of said Flick 42.66 acres tract and said Ramirez tract the following two (2) courses and distances:

- 1) **N16°54'24"E**, a distance of **97.99** feet to a 3-inch metal post for an angle point hereof, being the northeast corner of said Ramirez tract,
- 2) **N65°43'50"W**, a distance of **291.11** feet to a 1/2-inch iron rod found for an angle point hereof, being the northwest corner of said Ramirez tract, and being in the apparent east right-of-way line of said Bob White Road;

**THENCE**, leaving the north line of said Ramirez tract, with the west line of said Flick 42.66 acres tract and the apparent east right-of-way line of said Bob White Road, **N18°10'11"E**, a distance of **181.30** feet to the **POINT OF BEGINNING** and containing 554.5922 Acres (24,158,038 Square Feet) more or less.

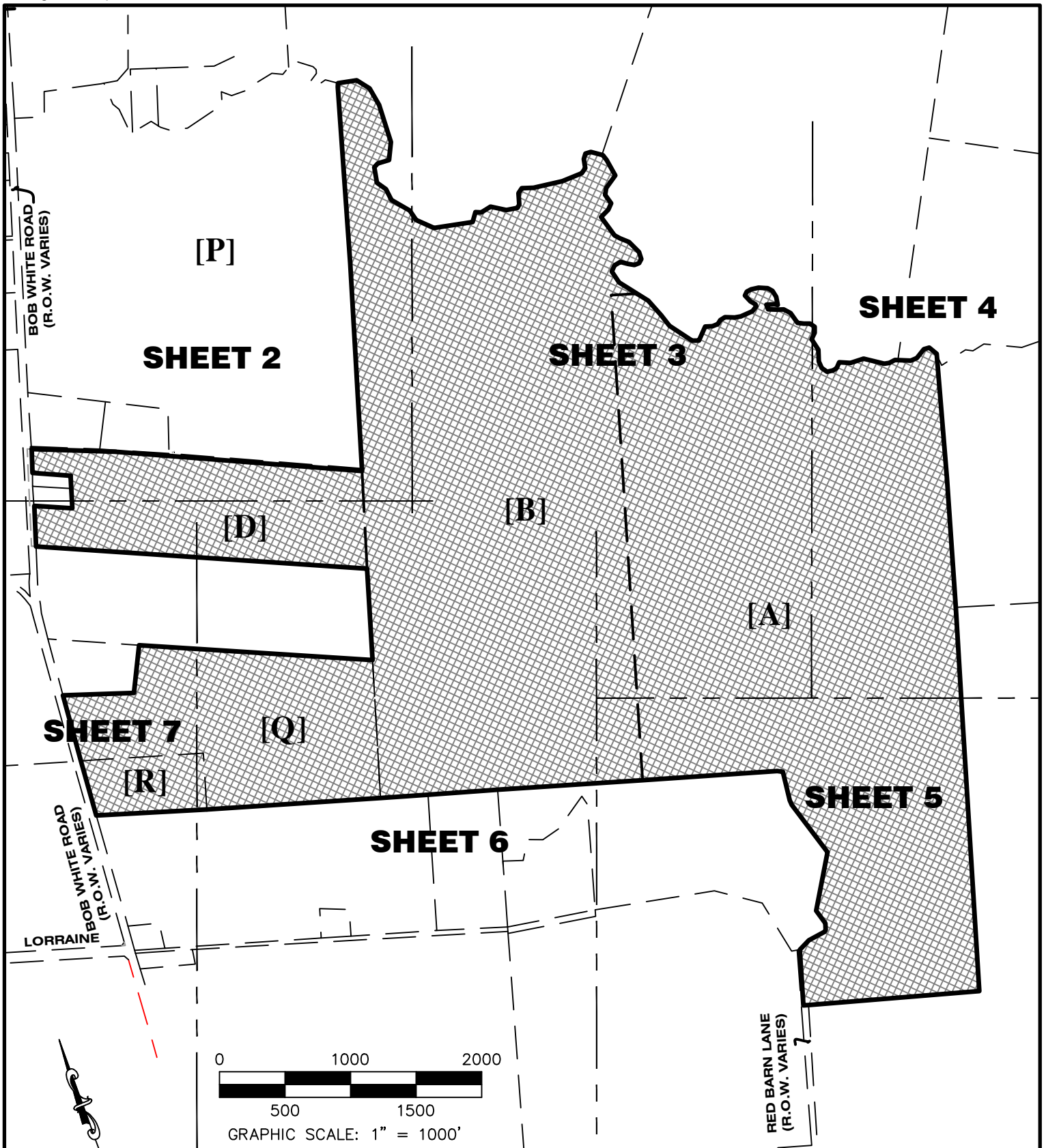
**Notes:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000145609313. See attached sketch (reference drawing: 02015-AE (private)\_REV 2.dwg.

7/29/2025

Paul N. Guerrero, RPLS #5992  
4Ward Land Surveying, LLC  
TBPELS Firm #10174300





**ANNEXATION EXHIBIT**  
**City of Temple,**  
**Bell County, Texas**

**4WARD**  
*Land Surveying*  
 A Limited Liability Company

PO Box 90876, Austin Texas 78709  
 INFO@4WARDLS.COM (512) 537-2384  
 TBPELS FIRM #10174300

Date:	7/29/2025
Project:	02015
Scale:	1" = 1000'
Reviewer:	PG
Tech:	CC
Field Crew:	JM/MR
Survey Date:	FEB. 2025
Sheet:	1 OF 10

**EXHIBIT "B"**

**Joinder Agreement**

**JOINDER TO CITY OF TEMPLE  
TAX ABATEMENT AGREEMENT**

This JOINDER TO CITY OF TEMPLE TAX ABATEMENT AGREEMENT (this "*Joinder Agreement*") is executed this \_\_\_\_\_ (the "*Effective Date*"), by and between Rowan Temple LLC, a Delaware limited liability company ("*Company*") and \_\_\_\_\_, a \_\_\_\_\_ and its affiliates (individually and collectively, "*Permitted Occupant*").

**RECITALS:**

A. Company is developing a Data Center (as defined in the Tax Agreement) in the City of Temple, Texas and is a party to the Chapter 312 Agreement between the City of Temple and the Company dated \_\_\_\_\_ (the "*Tax Agreement*").

B. Permitted Occupant is leasing portions of the Data Center.

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

**AGREEMENT**

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

1. Joinder to Tax Agreement. Permitted Occupant does hereby join and agree to be bound by the terms of the Tax Agreement for all purposes and without limitation or exception. Company and Permitted Occupant shall cooperate with respect to all of the performance obligations that are applicable to Company or Permitted Occupant under the Tax Agreement.
2. Specific Commitments By Permitted Occupant. Permitted Occupant agrees that (a) on or before the Phase 1 Completion Deadline (as defined in the Tax Agreement), it shall satisfy the Employment Commitment (as defined in the Tax Agreement) and as required by Section 4.3 of the Tax Agreement and maintains the jobs during any Abatement Period in which a Phase is receiving the Abatement under the Tax Agreement and (b) jointly with Company, satisfy the required minimum investment required by Section 4.1 of the Tax Agreement, and Permitted Occupant shall accurately prepare, document, and deliver all reports required under the Tax Agreement with respect to such obligations.
3. Incentives. Permitted Occupant shall be entitled to receive an allocable portion of the Abatements authorized by the City of Temple (the "City") subject to the terms Tax Agreement with respect to property owned by Permitted Occupant that is located at the Data Center.

4. **Mutual Indemnification.** Company and Permitted Occupant hereby each agree to indemnify, defend and hold harmless the other, and each of their respective affiliates, equity owners, directors, stockholders, employees, agents, advisors, consultants, and successors and assigns from and against any and all losses, damages, liabilities, claims, judgments, liens, penalties, costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees (collectively, "***Losses***"), sustained or incurred by said injured party arising from the injuring party's breach of the Tax Agreement. The provisions contained in this Section shall apply to the fullest extent permitted by law and shall survive the termination of this Agreement.
  
5. **Assignment.** Permitted Occupant acknowledges and agrees that its rights and obligations under this Joinder Agreement are not assignable (other than assignments to Company Affiliates as defined in the Joinder Agreement or collateral assignments) without the prior written consent of Company and the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the assignment limitation in the prior sentence, Permitted Occupant's rights and obligations under this Joinder Agreement may be collaterally assigned and/or pledged or otherwise encumbered, as applicable, by Permitted Occupant for the benefit of its creditors without the prior written consent of the City or the Company.
  
6. **Notices.** All notices to either party hereto shall be in writing and (a) served personally on, (b) sent by first class U. S. Mail, postage-prepaid, or (c) sent by e-mail, with a hard copy sent simultaneously by one of the other methods described in (a) – (b) to the addresses below as follows:

**Company:**

Rowan Temple LLC  
Attn: Chief Legal Officer and Senior Director  
1400 16<sup>th</sup> Street  
Suite 310  
Denver, Colorado 80202  
[legal@rowan.digital](mailto:legal@rowan.digital)

With a copy to:

Rowan Temple LLC  
c/o Jackson Walker LLP Attn: Ali Andrews  
100 Congress Avenue Suite 1100  
Austin, Texas 78701  
[aandrews@jw.com](mailto:aandrews@jw.com)

**Permitted Occupant:**

Attention: Legal Department

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

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

i. The Permitted Occupant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended.

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

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

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

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

**EXECUTED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

**PERMITTED OCCUPANT:**

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

**ROWAN TEMPLE LLC**

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

**EXHIBIT “C”**

**Form of Phase 1 Completion Report**  
**(Can be modified for use in any Phase)**

**CITY OF TEMPLE – TAX ABATEMENT AGREEMENT  
PHASE 1 COMPLETION REPORT**

<b>Date:</b>
<b>Company:</b>
<b>Effective Date of Agreement:</b>

<b>Calendar Year</b>	<b>Reported Investment in Development Costs for Phase 1</b>	<b>Reported Investment in Personal Property for Phase 1</b>	<b>Total Reported Annual Investment for Phase 1</b>
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**EXHIBIT "D"**

**Form of RZ 47 Phase 1 Employment Report**

(see attached)

**CITY OF TEMPLE – TAX ABATEMENT AGREEMENT  
RZ 47 PHASE 1 EMPLOYMENT REPORT**

<b>Date:</b>
<b>Company:</b>
<b>Effective Date of Agreement:</b>

Number	Employer	Redacted Employee Number (last 3 digits)	Start Date	Full-Time (Yes/No)
1				
2				
3				
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7				
8				
9				
10				
11				
12				
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32				
33				
34				
35				
36				
37				
38				
39				
40				
<b>Average Wage of 40 Employees</b>			<b>\$</b>	

**EXHIBIT “E”**

**Form of Subsequent Investment Report**

**CITY OF TEMPLE – TAX ABATEMENT AGREEMENT  
SUBSEQUENT INVESTMENT REPORT**

<b>Date:</b>
<b>Company:</b>
<b>Effective Date of Agreement:</b>

<b>Calendar Year</b>	<b>Reported Investment in Development Costs for Applicable Phase</b>	<b>Reported Investment in Personal Property for Applicable Phase</b>	<b>Total Reported Annual Investment for Applicable Phase</b>
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**EXHIBIT "F"**  
**CITY OF TEMPLE – TAX ABATEMENT AGREEMENT**  
**FUTURE PHASE 1 EMPLOYMENT REPORT**

<b>Date:</b>
<b>Company:</b>
<b>Effective Date of Agreement:</b>

Number	Employer	Redacted Employee Number (last 3 digits)	Start Date	Full-Time (Yes/No)
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40				

	<b>Average Wage of 40 Employees</b>	<b>\$</b>
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**EXHIBIT "G"**

**Form of Certificate of Compliance**

**To be filed annually with the City on or before March 1st of each year of an Abatement Period.**

**CERTIFICATE OF COMPLIANCE**

**WITH TAX ABATEMENT AGREEMENT  
BETWEEN THE CITY OF TEMPLE AND ROWAN  
TEMPLE LLC  
(“Agreement”)**

Capitalized terms herein have the same meaning as in the Agreement.

\_\_\_\_\_, a \_\_\_\_\_ (the  
“Company”) hereby certifies that:

Initials \_\_\_\_\_

- 1) the Project Improvements for Phase \_\_\_\_\_ have been completed and all improvements for such Phase have been constructed or installed pursuant to said Agreement,
- 2) all ad valorem taxes not abated by the Agreement have been timely paid by Company,
- 3) Company is in compliance with the Employment Commitment for such year; and
- 4) all other terms and conditions of this Agreement have been complied with.

OR

The Company hereby certifies that:

Initials \_\_\_\_\_

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

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_