LAND PURCHASE AGREEMENT

THIS LAND PURCHASE AGREEMENT (this "**Agreement**" or this "**Contract**") is made and entered into as of the last date of execution below (the "**Effective Date**"), by and between **Quiet Data Centers Halifax Inc.**, a Delaware corporation, and or assigns ("**Purchaser**"), and **Halifax County**, a political subdivision of the State of North Carolina ("**Seller**").

WITNESSETH:

WHEREAS, pursuant to G.S. 158-7.1(d) and (h), the Purchaser and the Seller have entered into an Economic Development Agreement ("EDA") having the same Effective Date as this Agreement; and

WHEREAS, under Section I.A.1 of the EDA the Seller agrees to convey the Land (as that term is defined below) to the Purchaser; and

WHEREAS, under Section I.B.1 of the EDA the Purchaser agrees to purchase the Land from the Seller; and

WHEREAS, under Section II.A of the EDA the Purchaser and the Seller agree that the conveyance of the Land by the County to the Company will be subject to certain conditions set forth in a Land Purchase Agreement to be executed by the Parties commensurate with the execution of this Agreement; and

WHEREAS, the Seller desires to convey the Property to the Company in consideration of payment of $1,700,000.00 and in further consideration of the Purchaser's job creation, wage level and ad valorem taxable investment commitments set forth in the EDA;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertaking herein set forth herein and in the EDA, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy and acquire from Seller, the Property described below upon the terms and conditions set forth in this Agreement and the EDA.

1. **Description of Property and Project**. The parcels of land that are subject to this Agreement are those certain parcels of unimproved real property owned by Seller in Halifax County, North Carolina, containing approximately 251 acres of land and located at 290 Trestle Road, Enfield, North Carolina (the "**Land**"). The Land is generally described on the attached Exhibit A and will be more particularly described by the Survey (as described and defined below) if obtained by Purchaser. In addition to the Land, Seller will transfer to Purchaser all improvements on the Land (including all paved areas and landscaping elements) and all appurtenances to the Land (including all mineral, water and oil and gas rights; all easements and rights of way and all permits, plans, specifications, approvals, developments rights and certificates relating to the Land or other appurtenances (with all of such improvements and appurtenances, together with the Land, being referred to as the "**Property**"). Buyer intends to develop the Land as a Mobile and Fixed Data Center (the "**Intended Use**"). The building(s), other improvements and equipment to be part of the development of the Land is referred to herein as the "**Project**."

2. **Purchase Price and Time of Payment**. The cash purchase price to be paid by Purchaser to Seller for the Property (the "**Purchase Price**") shall be One Million Seven Hundred Thousand Dollars ($1,700,000). The Purchase Price shall be payable in United States currency by way of federal wire transfer or other immediately available funds at Closing.

3. **Document Deliveries by Seller**. As soon as possible after the Agreement Date, and in any event within five (5) days after the Agreement Date, Seller shall deliver to Purchaser a copy of all available documentation in the Seller's possession or control relating to the Property, including but not limited to the following:

(a) A copy of Seller's current owner's title insurance policy ("**Seller's Policy**") and any existing mortgagee title policies, together with a legal description of the Property by way of a Seller's current boundary survey and copies of all surveys of the Property in Seller's or its surveyor's or attorney's possession.

(b) All plans, drawings, specifications, and renderings of the improvements on the Property.

(c) All soils reports, engineering, and architectural studies including any slab and structural testing, grading plans, topographical maps, feasibility studies, surveys, appraisals, mining records or surveys, and similar data concerning the Property.

(d) A list and complete copies of all licenses, permits, maps, certificates of occupancy, certificates of substantial completion, building inspection approvals and covenants, conditions and restrictions affecting the Property.

(e) If applicable, a list of any personal property owned or leased by the Seller and used in connection with the operation of the Property.

(f) Real and personal property tax bills, tax abatement contracts, and similar records concerning the Property for the past three (3) years and, to the extent in Seller's possession, all correspondence, notices or other written communication with taxing authorities relating to the taxes currently assessed and/or to be assessed against the Property.

(g) Summary of any current or pending litigation matters relating to the Property.

(h) Environmental reports and studies and summary of any current or pending environmental matters, including those relating to asbestos and hazardous materials, substances and toxins on the Property and storage tanks and/or remediation efforts relating to the Property.

(i) Copies of all vendors, service, and/or management contracts affecting the Property.

(j) An ALTA survey, if available, in a form acceptable to the Buyer. Prior to closing, Purchaser may, if it so desires, obtain an ALTA or updated boundary survey of the Land.

(k) If applicable, copies of all leases affecting the Property as of the date hereof, any leases pending or memoranda for prospective tenants for the Property currently under negotiation as of the date hereof, and any agreements regarding leasing commissions due in connection with such leases or memorandums.

(l) Copies of any and all other due diligence materials, studies and correspondence relating to the Property that Seller has commissioned, has in its possession or of which Seller is otherwise aware, and copies of all other records, agreements, permits and documents concerning the Property that Purchaser reasonably may request from time to time.

Without limiting the foregoing, Seller agrees to disclose to the Buyer any and all information which the Seller has regarding past, present and future uses, zoning and environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous, or contaminated substances, and underground storage tanks in, on, or about the Property. In addition, Seller agrees promptly to provide to Purchaser on a continuing basis through the Closing Date information with respect to any changes or additions or corrections to the information or documents previously delivered to Purchaser.

The Seller hereby advises the Purchaser that completely independent of this Agreement and the EDA, Seller is the recipient of a Due Diligence Grant through the North Carolina Selectsite Readiness Program to conduct site due diligence activities for the US 301 Industrial Site (referred to as Property under this Agreement). To date an Updated Phase I Environmental Site Assessment, additional soil borings, and preliminary access road design have been completed. An ALTA survey is underway with completion anticipated by the end of October. The Seller shall be allowed (but not obligated) to continue its independent activities under the Selectsite Grant. Consistent with this Paragraph 3, the Seller will share reports received from its independent studies with the Purchaser.

4. **Inspections**. From the Agreement Date until such time as this Agreement is either settled or terminated, Purchaser, Purchaser's authorized agents and employees, as well as others authorized by Purchaser, shall have full and complete access to the Property and shall be entitled to enter upon the Property and make such surveying, architectural, engineering, topographical, geological, geophysical, geo-technical, soil, subsurface, environmental, water drainage, and other studies, investigations, inspections, title examinations, evaluations, tests, measurements and feasibility studies of any kind (collectively, the "**Investigations**") as Purchaser deems necessary or advisable. The Investigations include studies and tests necessary or appropriate for Purchaser to determine whether the Power Purchase Agreements described in Paragraph 12.4 below can be obtained. Seller agrees to cooperate and assist Purchaser with the Investigations. At the conclusion of the Investigations, Purchaser will make reasonable efforts to restore the Property to as close as reasonably possible to the condition that existed prior to such Investigations. Purchaser shall defend, indemnify, protect, and hold the Seller, the Property and the Seller's affiliates, subsidiaries, officers, directors, and agents harmless arising from Purchaser's inspection of the Property.

5. **Title**. At Closing, Seller shall convey, transfer, grant and set over to Purchaser marketable, insurable, good, and indefeasible fee simple title to the Property, free and clear of all

liens, rights to liens, mortgages, encroachments, leases, adverse matters or defects of survey and other encumbrances whatsoever except only those encumbrances and exceptions approved by Purchaser prior to Closing ("**Permitted Title Exceptions**"). In all events, such title shall be insurable by Chicago Title Insurance Company ("**Title Company**") on its standard form of ALTA Form B owner's policy at its standard rate with exception only to the Permitted Title Exceptions and with all standard exceptions being removed or deleted.

If Purchaser's examination of title or survey disclose any defects in title or matters of survey, then Purchaser shall notify Seller of such defects or objections ("**Purchaser's Objection Notice**") in writing within ten (10) days after the expiration of the Review Period (as defined in Paragraph 7 below). Seller, within ten (10) days of receipt of Purchaser's Objection Notice, but in all events before Closing, shall notify Purchaser in writing of any matters in Purchaser's Objection Notice which Seller elects not to cure. In the event Seller shall fail to timely notify Purchaser with respect to Purchaser's Objection Notice, Seller shall be deemed to have elected to cure all matters set forth therein. If Seller shall not correct or remove the defects or objections which Seller has agreed to cure by Closing or should Purchaser learn of any other defects or objections to Seller's title not permitted by the terms hereof after the date of the survey or title examination by Purchaser, then Purchaser, in Purchaser's sole discretion or judgment, may:

(a) accept the Property with such defects; or

(b) elect to terminate this Agreement by notice to Seller, in which event the Purchaser and Seller shall be released and relieved of all further rights, liabilities and obligations hereunder.

6. **Survey**. Purchaser may cause a survey of the Property (the "**Survey**") to be prepared by a registered land surveyor of Purchaser's choosing. If obtained, the Survey shall delineate the boundaries of the Property and shall indicate the location of all specific easements, any existing building setback lines and other matters affecting the Property. If obtained, a copy of the Survey shall be provided to Seller after completion of same. The legal description of the Property to be contained in the Deed (as defined in Paragraph 9 herein) shall be prepared from the Survey, if one is obtained, or, if not, from the prior deed and/or surveys provided by Seller.

7. **Purchaser's Termination Rights**. If the results of the Investigations (as defined above) or Purchaser's market feasibility studies do not warrant, in the sole and exclusive discretion of Purchaser, the economical development of the Property, or for any other reason or for no reason, Purchaser shall have the unqualified right at any time during the Review Period (as defined below) to terminate this Agreement, whereupon the parties hereto shall have no further rights, obligations or liabilities to each other hereunder. In the event that Purchaser elects to terminate this Agreement prior to the expiration of the Review Period other than due to a default by Seller, Purchaser will provide copies of all third party studies and due diligence reports, without warranty of any kind by Purchaser, to Seller for its use (which use may be subject to limitations imposed by the third party providers of such studies and reports). Except in the case of a default by Seller under this Agreement, if Purchaser disapproves of the condition of the Property or otherwise elects to terminate this Agreement during the Review Period, it shall be the sole right of the Buyer to terminate this Agreement and neither party shall have any further obligations under this Agreement..

As used in this Agreement, "**Review Period**" shall refer to the period commencing on the Agreement Date and ending at midnight local time in Charlotte, North Carolina, on the one hundred twentieth day (120th) day thereafter (or the next business day if such applicable date is not a business day).

8. **Zoning**. The obligation of Purchaser to close the transaction contemplated in this Agreement is in all respects conditioned upon and subject to the Property being zoned so as to permit the Intended Use. Purchaser shall have the right to review and approve the zoning, land use and other governmental regulations, laws, permits, and approvals that apply to the Property and to confirm that, at the time of the Closing, there is no pending application for any rezoning or change in zoning or permitting not consented to by Purchaser relating to the Property. From and after the Agreement Date until the settlement or termination of this Agreement, Seller shall not initiate or otherwise consent to any application or petition for any rezoning of the Property, which is not consented to in writing by Purchaser.

9. **Deed and Warranties**. Conveyance of the Property by Seller to Purchaser hereunder shall be by Special Warranty Deed (the "**Deed**") conveying to Purchaser good, indefeasible fee simple and insurable title to the Property, said title to be insurable both as to fee and marketability thereof at the regular rates of the Title Company, without exception except as to the Permitted Title Exceptions (as defined in Paragraph 5 above).

10. **Mechanics' or Materialmen's Liens; Tenants**. Seller agrees to provide at Closing such documents as may be required by the Title Company in issuing an owner's title insurance policy to Purchaser, including without limitation, an executed owner's affidavit required by the Title Company in issuing an owner's title insurance policy without exception to the possible lien claims of mechanics, laborers and materialmen or to the rights of any tenant(s) under recorded or unrecorded leases or other occupancy agreements.

11. **Waste**. The obligation of Purchaser to close the transactions contemplated in this Agreement is in all respects conditioned upon and subject to the Property being in substantially the same condition at the Closing as exists on the Agreement Date.

12. **Seller's Covenants**. In addition to other covenants and agreements of Seller in this Agreement, Seller hereby covenants as follows:

12.1 In the event Seller obtains written notice at any time prior to the Closing of any application or proposal for rezoning or change in zoning of the Property, or any portion thereof, Seller shall promptly notify Purchaser thereof in writing.

12.2 In the event Seller obtains written notice at any time prior to the Closing of any pending condemnation action affecting the Property, or any portion thereof, Seller shall promptly notify Purchaser thereof in writing.

12.3 If Seller obtains notice at any time prior to the Closing, of any litigation, arbitration or administrative hearing concerning or affecting the use and development of the Property, or any portion thereof, Seller shall promptly notify Purchaser thereof in writing.

12.4 Seller acknowledges that Purchaser desires to obtain a power purchase agreement and related agreements from the applicable electric utility suppliers ("**Power Purchase Agreements**") that will assure the availability of power to the Land in sufficient quantities and within a certain time frame that will allow Purchaser to develop and operate the Project. Seller agrees to cooperate and assist with Purchaser's actions in any applications or agreements required and to work with Purchaser on mutually acceptable locations for easements or right of ways for transmission/distribution routing with the electric utility providers. Purchaser intends to order an electrical load study and other reports relating to the power to be made available to the Land and the schedule for such power delivery (collectively, the "**Load Study**"), and Seller agrees to cooperate with and to assist Purchaser relating to the Load Study. Notwithstanding any provision in this Agreement to the contrary, Seller shall have no financial obligation to the Purchaser or any third party with respect to any matters pertaining to the Power Purchase Agreements or the Load Study. The Review Period shall not be extended due to Purchaser's failure to have a completed Load Study or Power Purchase Agreements except upon the mutual written consent of the Parties, which consent by the Seller shall not be unreasonably withheld.

12.5 From the Agreement Date until the Closing, Seller shall:

12.5.1 Maintain the Property in the same condition as presently exists, reasonable wear and tear and casualty occurrences, vandalism and other events and circumstances beyond Seller's reasonable control excepted.

12.5.2 Not enter into any contract or commitment or incur any expenditure or obligation that would encumber title to, or otherwise affect or involve the Property, without the prior written consent of Purchaser.

12.5.3 Make no lease or rental of all or any portion(s) of the Property without the prior written consent of Purchaser, or further voluntarily or consensually encumber title to the applicable portion of the Property with any mortgage, lien, restriction, easement or other title encumbrance.

12.6 If Seller acquires knowledge of any fact(s) rendering any of the representations and warranties of Seller under this Agreement (including representations and warranties of Seller under Paragraph 13 herein) false at any time prior to Closing, Seller shall promptly notify Purchaser in writing of such fact(s).

13. **Seller's Representations**. In addition to other representations and agreements of Seller in this Agreement, Seller hereby makes the following representations to Purchaser, each of which (whether contained in this Paragraph or elsewhere in this Agreement) shall survive Closing or any termination of this Agreement:

13.1 Seller is statutorily created subdivision of the State of North Carolina with full power and right to enter into and perform its obligations under this Agreement and to convey the Property and to perform its other obligations as herein provided. Seller has full right, power and authority and has taken all requisite action to enter into this Agreement and to sell and convey the Property to Purchaser as provided in this Agreement and to carry out its other obligations as set forth hereunder.

13.2 Seller has fee simple title to the Property free and clear of all encumbrances other than as disclosed in the Seller's current owner's title insurance policy ("**Seller's Policy**") and provided to Purchaser as required above. The Seller makes no representations with regard to access to the Property to from a public road. There are no mineral rights reservations or exceptions affecting the Property.

13.3 Seller has received no notice of any violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement affecting any portion of the Property.

13.4 Seller has received no notice of any action, suit, proceeding or claim affecting Seller or the Property, or any portion thereof, relating to or arising out of the ownership, operation, use or occupancy of the Property pending or being prosecuted in any court or by or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality that impairs or affects Seller's ability to enter into this Agreement and perform its obligations hereunder, including, without limitation, the conveyance of the Property to Purchaser.

13.5 Seller has received no written of any pending condemnation or similar proceeding affecting the Property, or any portion thereof.

13.6 Except for an unrecorded farm lease that terminates on December 31, 2025, there are no written or oral tenant leases or service or maintenance contracts that affect or bind the Property in any way.

13.7 Except as specifically referenced above, no consent or approval of any person, entity or governmental agency or authority is required with respect to the execution and delivery of this Agreement by Seller or the consummation by Seller of the transaction contemplated in this Agreement.

13.8 There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any debtor relief laws pending against Seller or the Property.

13.9 Seller is not a "foreign person," as that term is used in Section 1445 of the Internal Revenue Code of 1986, as amended.

All representations of Seller contained in this Agreement or any document or exhibit required to be executed by Seller pursuant hereto shall be true at the Closing as though such representations were made at such time. If any such representation is not true as of the Agreement Date and remains untrue at the Closing, Purchaser may consider same as an event of default hereunder and may pursue such remedies as set forth in Paragraph 17.2 herein. Additionally, if any such representation is true as of the Agreement Date but is not true at the Closing, Purchaser may consider same as an event of default hereunder and may pursue such remedies as set forth in Paragraph 17.2) herein. Without limitation of the remedies provided to Purchaser under Paragraph

17.2 below, in the event it is discovered post-Closing that any of Seller's representations and warranties contained herein shall not be true and correct, Purchaser shall be entitled to recover all damages, costs and/or expenses sustained by virtue of such default.

14. **Purchaser's Representations**. Purchaser hereby makes the following representations to Seller, each of which shall survive Closing or any termination of this Agreement:

14.1 Purchaser is an entity duly formed and validly existing in good standing under the laws of the State of North Carolina.

14.2 Purchaser has full power and right to enter into and perform Purchaser's obligations under this Agreement and to purchase the Property as herein provided.

14.3 To the best of Purchaser's knowledge, there are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any debtor relief laws pending against Purchaser.

15. **Condemnation**. If, between the Agreement Date and the Closing, any portion of the Property is subject to a pending or threatened condemnation action by any governmental agency, Purchaser may either (i) terminate this Agreement or (ii) proceed to close the transaction contemplated herein (without any adjustment in the Purchase Price) and receive an assignment of all of Seller's right, title and interest in and to any condemnation award relating to the Property. If Purchaser elects option (ii), Seller shall fully cooperate with Purchaser in any condemnation action.

16. **Closing Matters**. The following terms and provisions shall apply with regard to the Closing:

16.1 **Closing and Closing Date**.

16.1.1 The consummation of the sale by Seller and the purchase by Purchaser of the Property (the "**Closing**") shall take place on or before thirty (30) days after the expiration of the Review Period on a date selected by Purchaser (the "**Closing Date**").

16.1.2 The Closing shall take place in escrow through Escrow Agent or such other party designated by Purchaser and reasonably acceptable to Seller (the "**Closing Agent**"). All deliveries provided for below shall be delivered in escrow to Closing Agent on or before the Closing Date if not otherwise delivered directly to the party entitled to receipt of such items. Upon Closing, Closing Agent shall record documents and disburse documents and funds only in accordance with the parties' escrow instructions.

16.2 Seller's Actions. At the Closing, Seller shall deliver and furnish the following:

16.2.1 The Deed, duly executed and acknowledged by Seller.

16.2.2 A bill of sale and assignment reasonably acceptable to Purchaser conveying the portions of the Property other than the Land.

16.2.3 As contemplated in Paragraph 10 herein, an executed owner's affidavit and other documents required by the Title Company in issuing Purchaser's owner's title insurance policy for the Property.

16.2.4 A certification, under penalty of perjury, in a form approved under regulations promulgated pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, to the effect that Seller is not a "foreign person" which would subject Purchaser to the withholding tax provisions of Section 1445.

16.2.5 A certificate, executed by Seller as of the Closing Date, certifying that all representations and warranties made by Seller in this Agreement are true and correct as if such statements were made as of the Closing Date;

16.2.6 A completed and accurate Internal Revenue Service Form 1099-S for this transaction.

16.2.7 Exclusive possession of the Property, subject only to the Permitted Exceptions.

16.2.8 A settlement or closing statement summarizing and memorializing the economic terms of the applicable transaction contemplated herein (the "**Settlement Statement**").

16.2.9 Such documents, if any, evidencing the valid formation, existence, good standing and authority of Seller as the Title Company may reasonably require

16.2.10 Certificate of compliance or similar evidence from the appropriate state and/or local governmental office certifying that all current and previous taxes have been properly paid.

16.2.11 All other documents reasonably necessary to effectuate the transaction.

16.3 Purchaser's Actions. At the Closing, Purchaser shall deliver and furnish the following:

17.3.1 Upon confirmation that the items indicated in Paragraph 16.2 above have been deposited in escrow with Closing Agent or delivered to Purchaser, as applicable, and the conditions to Purchaser's obligations under this Contract have been satisfied, the Purchase Price, as adjusted for credits and debits as provided in this Agreement.

16.3.1 The Settlement Statement.

16.3.2 All other documents reasonably necessary to effectuate the transaction.

16.4 Closing Costs.

16.4.1 Seller's Costs. Seller shall pay the cost and expense for the work it undertakes pursuant to the Grant referenced in the last paragraph of Section 3, for preparing the Deed, any documentary or transfer tax stamps to be affixed to the Deed and any other applicable recording fee, and the cost of Seller's own attorneys. Seller shall also be responsible for and discharge prior to the Closing all governmental and quasi-governmental assessments (special or otherwise) and charges placed against the Property prior to the Closing.

16.4.2 Purchaser's Costs. Except for the cost and expense included as a cost of the Seller under Section 16.4, Purchaser shall pay for the expense of the Survey, the cost of any owner's policy of title insurance that Purchaser elects to purchase for the Property, the cost of the Investigations, and the cost of Purchaser's own attorneys.

16.4.3 Other Costs. Other than as specifically provided herein, (i) Seller shall bear all costs and expenses that are normally and customarily borne by sellers of similar real estate in the locale where the Property is located; and (ii) Purchaser shall bear all costs and expenses that are normally and customarily borne by purchasers of similar real estate in the locale where the Property is located.

16.5 Prorations and Adjustments. The following items shall be adjusted between Seller and Purchaser and shall be prorated as of the date on which the Closing occurs:

16.5.1 Ad Valorem Taxes. Real estate ad valorem taxes applicable to the Property shall be prorated as of the date of Closing (collectively, such taxes are referred to as the "**Taxes**") on the basis of the calendar year in which the Closing occurs, regardless of when such Taxes become a lien or are payable. The Property is currently exempt from real estate ad valorem taxes. Notwithstanding the foregoing proration provisions, pursuant to G.S. 105-285(d) the Property may become taxable to the Purchaser due to loss of tax exemption because of the sale, in which case the payment of those Taxes in full will be the sole responsibility of the Purchaser without proration.

16.5.2 [Omitted]

16.5.3 Income and Expenses. In addition to the proration of Taxes pursuant to Paragraph 16.5.1 herein, income (if any) and expenses (if any) relating to the Property shall be prorated as of the date of the Closing for the Property based on the period relative to which any such income was earned and based on the period relative to which any such expenses apply, 16.5.4 Errors in Computations. Any errors or omissions in computing adjustments and prorations at the Closings shall be corrected promptly when detected or discovered after the relevant Closing.

The terms and provisions in Paragraphs 16.4 and 16.5 herein shall survive the Closing.

17. Remedies on Default

17.1 Purchaser's Default. In the event Purchaser fails to perform any of Purchaser's obligations under this Agreement for any reason other than a failure of one or more conditions or contingencies to Purchaser's obligation to close the transaction contemplated in this Agreement and provided Seller is not in default with regard to Seller's obligations under this Agreement, then Purchaser shall be in default hereunder. As Seller's sole and exclusive remedy for a Purchaser default hereunder, Seller shall be entitled to terminate this Agreement, and Purchaser shall have no further obligations or liabilities to Seller with respect to this Agreement or the Property. Seller hereby expressly waives any right to specific performance or other remedies and damage amounts. Notwithstanding the above, Seller shall not exercise any remedy hereunder unless it has first given Purchaser ten (10) days prior written notice of default and Purchaser has failed to cure the default within such ten (10) day period.

17.2 Seller's Default. In the event Seller fails to perform any of Seller's obligations under this Agreement, Seller shall be in default hereunder, and Purchaser shall be entitled to (a) terminate this Agreement upon written notice to Seller, or (b) compel by an action for specific performance or similar legal proceedings, if necessary, the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Agreement.

18. Conditions to Buyer's Obligations. In addition to the other conditions set forth in this Agreement, the obligations and liabilities of Purchaser shall in all respects be conditioned upon the satisfaction of each of the following conditions prior to or simultaneously with the Closing, any of which may be waived by written notice from Purchaser to Seller:

(a) Seller has taken all actions to obtain the required BOCC and other authorizations for Seller's completion all transactions contemplated by this Agreement or by the EDA, which authorizations have been approved by Purchaser and the Title Company and which remain in full force and effect through Closing.

(b) Seller has complied with and otherwise performed each of the covenants and obligations of Seller set forth in this Agreement and the EDA.

(c) All representations and warranties of Seller as set forth in this Agreement shall be in all respects true and correct as of the Closing Date.

(d) There has been no material and adverse change to the title to the Property which has not been cured, and the Title Company has issued an owner's title insurance commitment on the Property and is prepared to issue to Purchaser upon the Closing a fee simple owner's policy as required by this Agreement.

(e) Purchaser shall have received evidence satisfactory to Purchaser, in its sole discretion, that no tenant has a valid lease or other right to occupy the property after closing other than Seller in accordance with the terms of this Contract.

(f) No easement, zoning ordinance or use regulation, statute, ordinance, law, judicial decision, temporary or permanent moratorium, official or unofficial policy, restriction or reservation or proposed or threatened zoning ordinance, use regulation, policy, moratorium, statute, ordinance or law shall prohibit or impair (and there shall be no pending or threatened litigation which may prohibit or impair) Purchaser's contemplated development and operation of the property in accordance with Purchaser's plans therefor.

(g) [Omitted]

19. **Survival of Provisions**. Except as may be otherwise specifically provided in this Agreement, the covenants, representations, warranties or agreements set forth in this Agreement shall survive the Closing.

20. **Brokerage**. Each party represents and warrants to the other that it has not dealt with any broker or agent who would be entitled to a commission in connection with the sale of the Property pursuant to this Agreement.

21. **Notices**. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States registered mail, return receipt requested, postage prepaid, (iii) sent by overnight delivery service (e.g., Federal Express, Airborne, etc.) or (iv) sent by e-mail (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the third (3rd) day following deposit in the United States mail (if sent by United States registered mail), on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), or on the day sent by e-mail (provided the original is sent by one of the other permitted means as provided in this Paragraph 21 or by regular United States mail). Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least ten (10) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder.

Seller:

Dia H. Denton or successor
Halifax County Manager
P. O. Box 38
Halifax, NC 27839
Telephone: (252) 583-1131

With a Copy To:
M. Glynn Rollins, Jr., or successor
Halifax County Attorney

P. O. Box 38
Halifax, NC 27839
Telephone: (252) 583-3612

Purchaser: Quiet Data Centers Halifax Inc.
131 Continental Drive Suite 305
Newark, DE 19713
Attn: Brian Leonard
Telephone: (909) 851-7778

With a Copy To:
Womble Bond Dickinson (US) LLP
One Wells Fargo Center
301 S. Cottage Street, Suite 3500
Charlotte, NC 28202
Attn: Robert G. Brinkley
Telephone: (704) 331-4977

22. **Assignment**. Seller and Purchaser understand and agree that Purchaser may, with Seller's prior written consent, assign Purchaser's right, title and interest in and to this Agreement at any time to any party. It is contemplated that Purchaser will form a special purpose entity to take title to the Property. Such assignment shall not relieve Purchaser from its obligations and commitments under the EDA. Seller shall not assign its rights or obligations under this Agreement to any party, except that Seller shall have the right to assign its rights under this Agreement at Closing to a qualified intermediary for the purpose of an IRS Code 1031 tax deferred exchange transaction.

23. **Confidentiality**. Except for confidential information, this Agreement and other records provided to the County pursuant thereto are subject to disclosure under the North Carolina Public Records Act. The Parties agree to utilize applicable exemptions of the Public Records Act to the maximum extent authorized by law to protect confidential information related to this Agreement. "Confidential information" means information that meets all the conditions set forth in G.S. 132-1.2(1). The Seller further agrees that, if it is required to respond to a request for information pursuant to the Public Records Act, it will notify the Purchaser of such request for information and its intended response prior to sending the response, provided that failure to provide notice shall not be considered a default under this agreement. The Seller agrees to allow the Purchaser a reasonable opportunity to provide the Seller with its position on the Seller's response to the Public Records Act request. If the Seller is subject to a legal challenge concerning the exclusion of information that the Purchaser desires to remain confidential, the Purchaser will indemnify and hold harmless the Seller for all costs associated with protecting Purchaser's confidential information from disclosure under the Public Records Act, including legal fees, regardless of the outcome of such challenge, provided that the Purchaser may, at any time, decide to have the Seller release the withheld information at which point the Purchaser's obligation to

indemnify and hold harmless ends for any costs incurred after the date of such release notification by the Purchaser.

24. **Miscellaneous.**

24.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein; and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had between these parties are merged herein. This Agreement may not be changed orally, but only by an agreement in writing signed by both Purchaser and Seller; and no waiver of any of the provisions in this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced.

24.2 The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and assigns, as may be applicable.

24.3 Seller shall execute and deliver to Purchaser a Memorandum of Contract prepared by Purchaser in recordable form and satisfactory to provide record notice of this Agreement, which Purchaser shall be entitled to record at the applicable public registry or similar office.

24.4 If the final day of any period of time set out in any provision of this Agreement, including, without limitation, the outside date of Closing, as same may be extended, falls on a Saturday, Sunday or holiday recognized by any national banking institution in Charlotte, North Carolina, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or holiday recognized by any national banking institution in Charlotte, North Carolina.

24.5 No presumption shall be created in favor of or against Seller or Purchaser with respect to the interpretation of any term or provision of this Agreement due to the fact that this Agreement was prepared by or on behalf of one of said parties.

24.6 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

24.7 The captions used in connection with the paragraphs of this Agreement are for reference and convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or be used in interpreting the terms and provisions of this Agreement.

24.8 This Agreement may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to the other. Furthermore, the parties agree that (i) this Agreement may be transmitted between them electronically or by facsimile machine, (ii) that this Agreement may be executed by electronic, PDF or facsimile signatures, (iii) that such electronic, PDF or facsimile signatures shall have the effect of original signatures, and (iv) that an electronically transmitted or faxed Agreement containing the signatures (original or faxed) of all the parties hereto shall be binding on a party when the signature page of such party is transmitted to the other party hereto accompanied by instructions to insert same into a complete original of this Agreement.

24.9 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this 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 Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable,

24.10 This Agreement is intended to be performed in the State in which the Property is located and shall be construed and enforced in accordance with the laws of said State.

24.11 The occurrence of any of the following events shall excuse such obligations of Seller or Purchaser hereunder as are thereby rendered impossible or reasonably impracticable for so long as such event continues or for the period of delay in completing the performance of such obligation(s) reasonably resulting from such event: acts of God, governmental restrictions, regulations or controls, judicial orders, enemy or hostile governmental action, fire or other casualty, pandemics or other public health events, or any other causes beyond the reasonable control of Seller or Purchaser.

24.12 Either party hereunder (or both) may elect to attempt to effect an IRS Code Section 1031 tax deferred exchange. In such event, the parties agree to cooperate with-one another in effecting such-exchange; provided there shall be no delay in the outside date of Closing without the consent of the non-exchanging party and there shall be no additional expense or liability to the non-exchanging party.

24.13 Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this Agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Halifax County.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year first above written.

SELLER:

Halifax County

By: ______________________

Print Name: Vernon J. Bryant

Title: Chairman

Date: 12/17/25

PURCHASER:

Quiet Data Centers Halifax Inc.

By: Brendan Morris

Print Name: Brendan Morris

Title: CDO

Date: 12/15/2025

WBD (US) 4916-1856-1102v1

EXHIBIT A

Description of the Land

The Land is described in that certain deed from Lucille Locke Culpepper et. al to Halifax County, dated March 19, 2015, and recorded in Book 2464, Page 43, Halifax County Registry.

<u>EXHIBIT B</u>

<u>Copy of Economic Development Agreement</u>

NORTH CAROLINA

ECONOMIC DEVELOPMENT AGREEMENT

HALIFAX COUNTY

THIS AGREEMENT is made and entered into as of the Effective Date as defined below, by and between, Halifax County, a body politic and political subdivision of the State of North Carolina, hereinafter referred to as the "County", and Quiet Data Centers Halifax, Inc., a Deleware corporation, hereinafter referred to as the "Company". The County and the Company are sometimes referred to herein collectively as the "Parties" and individually as a "Party;"

W I T N E S S E T H:

WHEREAS, the Company intends to locate its operations in Halifax County (the "Facility"); and

WHEREAS, the County owns a certain tract of real property acquired for economic development purposes pursuant to G.S. 158-7.1(b)(2), being approximately 251 acres, more or less, located off Trestle Road, Enfield Township, Halifax County, North Carolina, being more particularly described on Exhibit A attached hereto and made a part hereof (the Property); and

WHEREAS, the Company desires to purchase the Property from the County pursuant to G.S. 158-7.1(d); and

WHEREAS, after giving the required public notice, the Halifax County Board of Commissioners (the Board) has conducted a public hearing pursuant to G.S. 158-7.1 concerning the conveyance of the Property to the Company; and

WHEREAS, the Board has determined that the fair market value of the Property is $1,700,000.00, taking into consideration the additional job creation, wage levels and ad valorem taxable investment commitments to be imposed upon the Company; and

WHEREAS, the County desires to convey the Property to the Company in consideration of payment of $1,700,000.00 and in further consideration of the Company's job creation, wage levels and ad valorem taxable investment commitments set forth below;

NOW, THEREFORE, in consideration of the mutually beneficial terms and conditions set forth below, the adequacy of which are hereby acknowledged, the County and the Company agree as follows:

I. <u>Terms.</u>

A. The County agrees as follows:

1. The County will convey the Property to the Company, pursuant to G.S. 158-7.1(d) in fee simple absolute for a purchase price of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($1,700,000.00).

2. The County will make its best efforts to assist the Company in accessing state and other resources for which the Company may qualify, provided, it is understood that the inability of the Company to qualify for state or other resources shall not relieve the Company of its obligations under Section I.B of this Agreement.

B. The Company agrees as follows:

1. The Company will purchase the Property from the County pursuant to G.S. 158-7.1(d) for a purchase price of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($1,700,000.00).

2. The Company shall commence its operations on the Property and shall have a total *ad valorem* taxable investment in Halifax County, exclusive of the assessed value of the land conveyed to the Company by the County, of not less than the amounts shown on the following schedule:

Year	Total *Ad Valorem* Taxable Investment
Year 1	$250,000.000
Year 2	$250,000,000
Year 3	$250,000,000
Year 4	$250,000,000
Year 5	$250,000,000
Year 6	$250,000,000
Year 7	$250,000,000
Year 8	$250,000,000
Year 9	$250,000,000
Year 10	$250,000,000

It is understood and agreed that for purposes of this Agreement "Year 1" shall be the first calendar year in which the Company is liable for the payment of county property taxes on not less than $250,000,000 of *ad valorem* taxable investment resulting from the Company's location and commencement of operations in Halifax County. Year 1 shall be no later than January 1 of the calendar year following three years (36 months) from the Effective Date of this Agreement.

The Parties acknowledge and agree that, notwithstanding anything to the contrary set forth in this Agreement, the ad valorem taxable investment levels set forth above will be required to be achieved only for Year 1 and not required to be re-established due to depreciation or other loss of value of the ad valorem taxable investment level as determined by the county assessor once it has been initially achieved. Specifically, it is understood and agreed that the value of the property investment made by the Company (including machinery and equipment) will be subject to depreciation in its taxable value according to the Cost and Depreciation Index used by the county assessor from year to year. The Parties further agree that the Company will not be required to invest in more property or add additional property value to return the taxable value back to its initial taxable value nor shall the Company be in default or responsible for any damages or penalties as a result of such depreciation in value as determined by the county assessor.

3. The Company will create 50 full-time permanent jobs on or before January 1 of Year 1 and will maintain that number of jobs throughout the Term of this Agreement.

4. As evidence of job creation and job maintenance, the Company shall provide the County with a copy of its official Employers Quarterly Tax and Wage Report for the quarter ending September 30 of Year 1 and September 30 of each year thereafter for the Term of this Agreement, within 15 days after submission of that quarterly report to the N.C. Department of Commerce, Division of Employment Security ("DES").

5. At all times during the Term of this Agreement, the Company shall pay an average hourly wage that is above the average hourly wage paid in Halifax County from time to time during the Term of this Agreement. The term "average hourly wage" is defined as the average hourly wage for all unemployment insured industries in Halifax County as computed by the N. C. Department of Commerce, Division of Employment Security, for the most recent period for which data is available. For information purposes only, the Parties acknowledge that the current average hourly wage in Halifax County is $20.57. Upon request the Company will provide the County with copies of Quarterly Tax and Wage Statements in order to verify compliance with this wage level requirement.

6. The Company will provide equal opportunity to all employees and applicants for employment and assure that there will be no employment discrimination against any person on the basis of race, color, religion, creed, national origin, sex, age, physical or mental handicap, marital status or political beliefs unless related to a bona fide occupational requirement. Further, the Company will make a good faith effort to employ residents of Halifax County.

7. At all times during the Term of this Agreement the Company shall remain current with all property tax obligations to Halifax County.

II. Additional Provisions:

A. The conveyance of the Property by the County to the Company will be subject to certain conditions set forth in a Land Purchase Agreement to be executed by the Parties commensurate with the execution of this Agreement.

B. County's Remedies for Certain Breach by Company. Pursuant to G.S. 158-7.1(h) the Company shall be liable to the County in the following amounts for failure to create and maintain the level of ad valorem taxable investment, job creation and average hourly wage levels:

1. If in Years 1 through 10 the Company fails to establish or maintain the level of ad valorem taxable investment specified in Section I.B.2, the Company shall remit payment to the County in the amount that is the difference between the amount of property taxes that would have been paid to the County if the required level had been met and the amount of property tax payable on the level actually achieved. Payment received from the Company under this provision will be paid to the County general fund and available for any purpose allowed under G.S. 153A-149.

2. If as of September 30 of Years 1 through 10 the Company fails to establish or maintain the number of full time jobs required under Section I.B.3, the Company shall remit payment to the County in the amount of $2,500.00 multiplied by the number of jobs constituting the shortfall. Payment received from the Company under this provision will be paid to the County general fund.

3. If as of September 30 of Years 1 through 10 the Company fails to establish or maintain the average hourly wage levels required under Section I.B.5, the Company shall remit payment to the County in the amount of $1,000.00 for each $.50 of shortfall in the required average hourly wage level. Payment received from the Company under this provision will be paid to the County general fund.

C. Other Default; Enforcement; Remedies. Nothing herein shall be interpreted to preclude any action, legal or equitable, for enforcement or recovery of damages by one Party in the event of default by the other.

D. Compliance with Economic Development Laws. Notwithstanding any provisions in this Agreement to the contrary, it is the express intent of the Parties to comply with all laws regarding the provision of public funds for economic development, including Article I, Section 32 and Article V, Section 2(1) of the North Carolina Constitution, Article 1, Chapter 158 of the North Carolina General Statutes, and relevant case law. The Parties agree that if any such provision is held to be illegal, invalid, unenforceable or otherwise inoperative, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and still be legal, valid and enforceable.

E. Effective Date; Term. The Effective Date of this Agreement is the date of last execution hereof and the Term of this Agreement shall be from the Effective Date to December 31 of Year 10.

F. Notices. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement. Such communication shall be deemed sufficiently given immediately upon delivery by hand, or five days after being mailed by certified mail, postage prepaid, and addressed as follows:

1. If to the Company:
   Quiet Data Centers Halifax, Inc.
   131 Continental Drive Suite 305
   Newark, DE 19713
   Attn: Brian Leonard

2. If to the County:
   Dia H. Denton or successor
   Halifax County Manager
   Post Office Box 38
   Halifax, North Carolina 27839

III. Governing Law. This agreement shall be governed by the laws of the State of North Carolina.

IV. Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this Agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Halifax County.

V. Compliance with E-Verify requirements. The Company and any of its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

VI. Restricted Companies Lists. The Company represents that it is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

VII. Public Records Act Provisions. Except for confidential information, this Agreement and other records provided to the County pursuant thereto are subject to disclosure under the North Carolina Public Records Act. The Parties agree to utilize applicable exemptions of the Public Records Act to the maximum extent authorized by law to protect confidential information related to this Agreement. "Confidential information" means information that meets all the conditions set forth in G.S. 132-1.2(1). The County further agrees that, if it is required to respond to a request for information pursuant to the Public Records Act, it will notify the Company of such request for information and its intended response prior to sending the response, provided that failure to provide notice shall not be considered a default under this agreement. The County agrees to allow the Company a reasonable opportunity to provide the County with its position on the County's response to the Public Records Act request. If the County is subject to a legal challenge concerning the exclusion of information that the Company desires to remain confidential, the Company will indemnify and hold harmless the County for all costs associated with protecting Company's confidential information from disclosure under the Public Records Act, including legal fees, regardless of the outcome of such challenge, provided that the Company may, at any time, decide to have the County release the withheld information at which point the Company's obligation to indemnify and hold harmless ends for any costs incurred after the date of such release notification by the Company.

VIII. Severability. If any provision of this Agreement shall be determined to be unenforceable, that determination shall not affect any other provision of this Agreement.

IX. Assignment. Except as otherwise provided herein, this Agreement may not be assigned, except that the rights and obligations under this Agreement may be assigned to any subsidiary of the Company and shall inure to the benefit of and be binding upon such successors and or assigns.

X. Entire Agreement; Amendments. This Agreement constitutes the entire contract between the Parties as to the conveyance of the Property by the County to the Company without the necessity of public bidding pursuant to G.S. 158-7.1(d) and the commitments made by the Company in consideration that conveyance without the necessity of public bidding. This Agreement shall not be changed except in writing signed by the Parties.

XI. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

XII. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement whether presented by original ("wet") signature, photocopy, facsimile or electronic mail, and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, the County and the Company have caused this instrument to be executed by their duly authorized officers on the dates indicated below.

[This space is intentionally blank. Separate signature pages follow.]

County Signature Page

Economic Development Agreement
Between Halifax County and
Quiet Data Centers Halifax, Inc.

HALIFAX COUNTY

By: ______________________________
Vernon J. Bryant, Chair
Halifax County Board of Commissioners

Date: ______________________________

ATTEST:

____
Clerk to the Board of County Commissioners

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

____
County Finance Director

Approved as to form and legality.

____
County Attorney

Company Signature Page

Economic Development Agreement
Between Halifax County and
Quiet Data Centers Halifax, Inc.

QUIET DATA CENTERS HALIFAX, INC.

By: ______________________________

Title: ______________________________

Date: ______________________________

Exhibit A

Economic Development Agreement
Between Halifax County and
Quiet Data Centers Halifax, Inc.

DESCRIPTION OF PROPERTY

Those certain parcels of land, lying and being situate in Enfield Township, Halifax County, North Carolina, being shown and designated as Lot or Tract 1, containing 200.2981 acres, Lot or Tract 2, containing 6.1675 acres, Lot or Tract 3, containing .1607 acre and Lot or Tract 4, containing 45.2292 acres, on that certain plat of survey entitled "Boundary Survey For Property of Lucille Culpepper", done by Green Engineering, dated March, 2015, and recorded in Plat Book 2015, Page 24, Halifax Public Registry. This is the identical property conveyed to Halifax County by deed of Lucille Locke Culpepper *et ux, et al*, dated March 19, 2015, and recorded on March 19, 2015, in Book 2462, Pages 43–45, Halifax Public Registry. Reference to said plat and deed is hereby made for greater certainty of description.

AMENDMENT TO LAND PURCHASE AGREEMENT

THIS AMENDMENT TO LAND PURCHASE AGREEMENT (this "**AMENDMENT**") is effective as of April 16, 2026, notwithstanding the dates of execution shown on the signature page(s) hereof (the "**Effective Date**"), by and between **Quiet Data Centers Halifax, Inc.**, a Delaware corporation, and or assigns ("**Purchaser**"), and **Halifax County**, a political subdivision of the State of North Carolina acting through its Economic Development Commission ("**Seller**").

W I T N E S S E T H:

Purchaser and Seller (collectively, the "**Parties**"), previously entered into that certain Land Purchase Agreement with an effective date of December 17, 2025 (the "**Agreement**") whereby Purchaser agreed to buy, and Seller agreed to sell, the Property described in the Agreement. The parcels of Land that are subject to the Agreement and to this Amendment are those certain parcels of unimproved real property owned by Seller in Halifax County, North Carolina, containing approximately 251 acres of land and located at 290 Trestle Road, Enfield, North Carolina. As fully set forth in the Agreement, Purchaser is buying the Land and other elements of the Property for the purpose of developing the Project thereon for the Intended Use. The Parties have now agreed to amend the Agreement as described in this Amendment.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants, agreements and undertakings herein set forth and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement is amended as provided below (with any capitalized term that is not defined herein having the same meaning as ascribed to it in the Agreement).

1. **Extension of the Review Period**. The Review Period is hereby extended so as to end at midnight local time in Charlotte, North Carolina, on June 1, 2026. All other provisions in the Agreement that are based on the Review Period (including, without limitation, Purchaser's termination rights and the Closing Date) are automatically extended based upon the new Review Period agreed upon in this Amendment.

2. **No Other Changes; Ratification**. Except as specifically amended by this Amendment, the Agreement continues in full force and effect without change. The Parties hereby ratify and confirm the Agreement as amended by this Amendment.

3. **Memorandum of Amended Agreement**. If requested by Purchaser, Seller shall execute and deliver to Purchaser a Memorandum of Contract (or a revised Memorandum of Contract) prepared by Purchaser in recordable form and satisfactory to provide record notice of the Agreement, as amended by this Amendment, which Purchaser shall be entitled to record at the applicable public registry or similar office.

4. **Miscellaneous**.

4.1 This Amendment may not be changed orally, but only by an agreement in writing signed by both Purchaser and Seller; and no waiver of any of the provisions in this

Amendment shall be valid unless in writing and signed by the Party against whom such waiver is sought to be enforced.

4.2 The provisions of this Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and assigns, as may be applicable.

4.3 No presumption shall be created in favor of or against Seller or Purchaser with respect to the interpretation of any term or provision of this Amendment due to the fact that this Amendment was prepared by or on behalf of one of said Parties.

4.4 The captions used in connection with the paragraphs of this Amendment are for reference and convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Amendment or be used in interpreting the terms and provisions of this Amendment.

4.5 This Amendment may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to the other. Furthermore, the Parties agree (i) that this Amendment may be transmitted between them by facsimile machine, (ii) that this Amendment may be executed by facsimile signatures, (iii) that facsimile signatures shall have the effect of original signatures, and (iv) that a faxed Amendment containing the signatures (original or faxed) of all the Parties hereto shall be binding on a Party when the signature page of such Party is transmitted to the other Party hereto accompanied by instructions to insert same into a complete original of this Amendment.

4.6 This Amendment is intended to be performed in the State in which the Property is located and shall be construed and enforced in accordance with the laws of said State.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed under seal by persons duly empowered to bind the Parties to perform their respective obligations hereunder the day and year first above written.

SELLER:

Halifax County

By: ______________________

Print Name: Vernon J. Bryant

Title: Chairman

Date: 5/13/24

PURCHASER:

Quiet Data Centers Halifax, Inc.

By: Brendan Morris

Print Name: Brendan Morris

Title: CDO

Date: 5/11/2026

SECOND AMENDMENT TO LAND PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO LAND PURCHASE AGREEMENT (this "Amendment") is effective as of June 30, 2026, notwithstanding the dates of execution shown on the signature page(s) hereof (the "Effective Date"), by and between Quiet Data Centers Halifax, Inc., a Delaware corporation, and or assigns ("Purchaser"), and Halifax County, a political subdivision of the State of North Carolina ("Seller").

WITNESSETH:

Purchaser and Seller (collectively, the "Parties") previously entered into that certain Land Purchase Agreement with an effective date of December 17, 2025, as amended by that certain Amendment to Land Purchase Agreement effective as of April 16, 2026 (as so amended, the "Agreement"), whereby Purchaser agreed to buy, and Seller agreed to sell, the Property described in the Agreement, consisting of approximately 251 acres of unimproved real property located at 290 Trestle Road, Enfield, North Carolina. The Parties have now agreed to further amend the Agreement as described in this Amendment.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants, agreements and undertakings herein set forth and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement is amended as provided below (with any capitalized term that is not defined herein having the same meaning as ascribed to it in the Agreement).

1. **Extension of Closing.** Notwithstanding anything to the contrary in the Agreement, the Parties agree that the Closing shall occur, and the Closing Date shall be, on or before midnight (end of day, EOD) local time in Charlotte, North Carolina, on July 17, 2026. Except as expressly modified by this Section 1, the provisions of the Agreement governing the Review Period and the scheduling of the Closing remain unchanged.
2. **No Other Changes; Ratification.** Except as specifically amended by this Amendment, the Agreement continues in full force and effect without change. The Parties hereby ratify and confirm the Agreement as amended by this Amendment.
3. **Additional Authority to County Manager.** It is the express intent of the Parties that the Closing take place no later than July 17, 2026, as stated above. Nonetheless, if, in the sole discretion of the County Manager, it becomes necessary or prudent to postpone Closing beyond July 17, the Board of Commissioners hereby give the County Manager authority to agree to such postponement for a period of time not to exceed July 31, 2026, and no further.
4. **Counterparts.** This Amendment may be executed in two or more counterparts, including by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by the persons duly empowered to bind the Parties the day and year first above written.

SELLER:

Halifax County

By: ______________________________

Print Name: Vernon J Bryant

Title: Chairman

Date: 7-6-2026

Attest: ______________________________

Clerk to the Board

PURCHASER:

Quiet Data Centers Halifax, Inc.

By: ______________________________

Print Name: Brendan Morris

Title: Chief Development Officer

Date: ______________________________

THIRD AMENDMENT TO LAND PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO LAND PURCHASE AGREEMENT (this "Amendment") is effective as of July 31, 2026, notwithstanding the dates of execution shown on the signature page(s) hereof (the "Effective Date"), by and between Quiet Data Centers Halifax, Inc., a Delaware corporation, and or assigns ("Purchaser"), and Halifax County, a political subdivision of the State of North Carolina ("Seller").

WITNESSETH:

Purchaser and Seller (collectively, the "Parties") previously entered into that certain Land Purchase Agreement with an effective date of December 17, 2025, as amended by that certain Amendment to Land Purchase Agreement effective as of April 16, 2026, and that certain Second Amendment to Land Purchase Agreement effective as of June 30, 2026, (as so amended, the "Agreement"), whereby Purchaser agreed to buy, and Seller agreed to sell, the Property described in the Agreement, consisting of approximately 251 acres of unimproved real property located at 290 Trestle Road, Enfield, North Carolina. The Parties have now agreed to further amend the Agreement as described in this Amendment.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants, agreements and undertakings herein set forth and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement is amended as provided below (with any capitalized term that is not defined herein having the same meaning as ascribed to it in the Agreement).

1. **Extension of Closing.** Notwithstanding anything to the contrary in the Agreement, the Parties agree that the Closing shall occur, and the Closing Date shall be, on or before midnight (end of day, EOD) local time in Charlotte, North Carolina, on September 18, 2026. Except as expressly modified by this Section 1, the provisions of the Agreement governing the Review Period and the scheduling of the Closing remain unchanged.
2. **No Other Changes; Ratification.** Except as specifically amended by this Amendment, the Agreement continues in full force and effect without change. The Parties hereby ratify and confirm the Agreement as amended by this Amendment.
3. **Counterparts.** This Amendment may be executed in two or more counterparts, including by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by the persons duly empowered to bind the Parties effective as of the day and year first above written.

SELLER:

Halifax County

By: ______________________________ Date: 7/30/2026

Dia H. Denton, County Manager
(Subject to ratification by the Board of Commissioners)

Ratified:

Halifax County Board of Commissioners

By: ______________________________

Vernon J. Bryant, Chair

Date: 8-3-2026

ATTEST:

____

Andrea H. Wiggins, Clerk to the Board

PURCHASER:

Quiet Data Centers Halifax, Inc.

By: ______________________________

Print Name: Brendan Morris

Title: Chief Development Officer

Date: ______________________________

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by the persons duly empowered to bind the Parties effective as of the day and year first above written.

SELLER:

Halifax County

By: Dia H. Denton   Date: 7/30/2026

Dia H. Denton, County Manager
(Subject to ratification by the Board of Commissioners)

Ratified:

Halifax County Board of Commissioners   ATTEST:

By: ______________________   ______________________

Vernon J. Bryant, Chair   Andrea H. Wiggins, Clerk to the Board

Date: ______________

PURCHASER:

Quiet Data Centers Halifax, Inc.

By: Brendan Morris

Print Name: Brendan Morris

Title: Chief Development Officer

Date: 8/3/26