

DEVELOPMENT AGREEMENT
(Rowan Terra LLC - Project Stampede)

THIS DEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into by and between the City of Temple, Texas, a home-rule municipality of the State of Texas (the “*City*”) and Rowan Terra LLC, a Delaware limited liability company (the “*Company*”), to be effective as of November 21st, 2025 (the “*Effective Date*”). The City and the Company are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, Company is the owner or contract purchaser of certain real property located in the City of Temple, Bell County, Texas, being approximately 270 acres and more particularly described in Exhibit A attached hereto and made a part hereof (the “*Property*”);

WHEREAS, Company has submitted a zoning application that seeks to rezone the Property as PD-LI (the “*Proposed Zoning*”);

WHEREAS, Company intends to develop a data center project (the “*Project*”) on the Property in accordance with the Proposed Zoning;

WHEREAS, in connection with the Project, Company will submit an application for a final plat of the Property (the “*Final Plat*”) with the Proposed Zoning having waived the requirement for a preliminary plat submission for the Project;

WHEREAS, Company is in the process of preparing or causing to be prepared plans, site plan application, and building permit applications, together with all other necessary applications for licenses and permits (collectively, the “*Permits*” and the applications for such Permits being referred to herein as the “*Permit Applications*”) required for the Company to develop the Project;

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City and its citizens to enter into this Agreement as a means of facilitating the Project and streamlining City processes related to development of the Project;

WHEREAS, the Parties desire to enter into this Agreement according to the terms and conditions set forth below;

WHEREAS, it is the Parties’ mutual intent that if during the Term there is a direct conflict between a City development regulation and this Agreement, the terms of this Agreement control; and

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

ARTICLE I DEVELOPMENT COOPERATION

1.1 Community Engagement. Company shall collaborate with the City to proactively engage with surrounding landowners, including both individual property owners and developers, in the vicinity of the Project area. This engagement will be conducted prior to any public hearings associated with entitlements. Company will make reasonable efforts to provide opportunities for these stakeholders to ask questions and receive timely, accurate responses regarding the Projects.

1.2 Entitlement Review Process and Schedule. The entitlement and permitting process will be subject to the milestone schedule set forth in Exhibit B. The milestone dates shall be triggered upon Company's submission of a fully complete and code-compliant application for the relevant item, as determined by the City. If Company fails to submit a complete and compliant application, the milestone deadlines shall be tolled on a day-for-day basis. In cases where Company's delay causes the item to miss a scheduled meeting date (e.g., Planning & Zoning Commission or City Council), tolling shall continue until the next regularly scheduled meeting for which the item can be docketed. To the extent not prohibited by law, and subject to Company providing complete applications in accordance with published requirements, all required applications such as zoning, and platting shall be processed, reviewed and addressed at public hearings by the applicable City bodies concurrently.

1.3 Comprehensive Plan Amendment Initiation. The Parties acknowledge that Company plans to rezone certain parcels within the Project area from agricultural to PD-LI (light industrial). The Parties further acknowledge that some of these parcels have their future land use currently designated as "Residential and Neighborhood Services" in the City's Comprehensive Plan, and therefore the intended industrial use will require an amendment to the Comprehensive Plan to redesignate such parcels as "Industrial." Upon Company's submission of a rezoning application for the affected parcels, the City agrees to initiate and process the necessary Comprehensive Plan Amendment to change the land use designation for such parcels from "Residential" to "Industrial." The City shall use good faith efforts to advance the amendment through the applicable public processes, including but not limited to submission to the Planning Commission and City Council for consideration in accordance with all applicable laws and procedures. The Parties acknowledge and agree that while the City will lead the initiation and processing of the Comprehensive Plan Amendment, final approval of such amendment is subject to the discretion of the Planning Commission and City Council, and nothing herein shall be construed as a guarantee or commitment by the City regarding the outcome of the amendment process.

1.4 Site Plan. The Parties acknowledge that Company plans to rezone certain parcels within the Project area from agricultural to PD-LI (light industrial). The Company intends to work closely and collaboratively with the City throughout the development process, including the creation of a site plan and project configuration. In doing so, the Company will strive to protect and minimize any adverse impacts on neighboring residential communities, and will make reasonable efforts to address concerns and incorporate feedback from the City.

1.5 Oncor Easement. The City acknowledges that an electric and/or public utility easement across City property, as generally depicted in Exhibit D attached hereto, may be required to

provide electric utility service to the Project. If such easement is required across City property, the City agrees to grant such easement either directly to Oncor Electric Delivery Company or its affiliates (“**Oncor**”), or to Company with rights to assign and transfer the easement to Oncor without further consent or action of City. For the avoidance of doubt, if such easement is not required, the City shall have no obligation to grant it. The location of the easement and the form of the easement shall be acceptable to Oncor and City and shall be executed and delivered without the payment of further consideration by City, and shall include all terms necessary to provide electric utility service to the Project.

ARTICLE II PHASED PERMITTING APPROACH

2.1 Phased Permitting Process. Notwithstanding the City’s standard permitting procedures, the City agrees to implement a phased permitting approach for the Project, as further described herein. Under this approach, the Project may proceed through permitting and construction in distinct phases, with each phase subject to separate review and approval by the City; provided, however, that all phases may be considered a single building permit and for purposes of the City’s “Commercial Universal Application,” subject to the phased review process described herein. The City shall review and process applications for each phase, allowing for the commencement of construction and installation of improvements in a given phase prior to submission of plans or approval of subsequent phases. The City shall not require full plans for the Project as a condition for the issuance of permits for any individual phase but shall require full, complete, and code-compliant plans for all work related to the permit phase requested. Company acknowledges and agrees that any work performed under this phased permitting approach prior to the issuance of a full building permit for the Project is done at its sole risk. If any later permitting phases require corrections or changes to work previously completed to comply with applicable codes, Company shall be solely responsible for all such costs, though Company may still avail itself of any appeal or variance processes generally available under the City’s regulations. Under this approach, permitting for the Project may proceed sequentially through three phases:

Phase 1: Initial Site Grading. This phase allows site grading activities to proceed subject to submission and approval of (a) a mass grading plan and (b) erosion control plans. The Parties acknowledge that this phase has already commenced as of the Effective Date hereof.

Phase 2: Permit for Initial Below-Grade Activities. This phase will allow installation of dry and wet utilities, foundations, and building/equipment slabs to proceed subject to submission and approval of (a) utility system plans, (b) stormwater system plans, (c) deep foundation plans, and (d) slab-on-grade plans. At the option of Company, utility work and foundation work may also be permitted and commenced separately, to allow for commencement of deep foundation work prior to the finalization of utility plans.

Phase 3: Building Permit. This phase will allow for construction of all improvements remaining after completion of Phase 1 and Phase 2. Provision of a noise mitigation plan shall be a condition for issuance of the Phase 3 building permit, but not for Phase 1 or Phase 2 permits. Company expects to have an initial base build permit

for the structure and a subsequent tenant fit out (TFO) permit which Company understands are both part of the Phase 3: Building Permit process.

2.2 Cooperation; Dedicated Reviewer. The Parties shall cooperate in good faith to implement the permitting process for each phase, and the City shall to the extent practicable designate a single plans reviewer to coordinate and expedite the phased permitting process. The City further agrees to process all revisions, corrections, or updates to permits associated with each phase administratively.

2.3 Temporary Certificate of Occupancy. The City acknowledges that, due to the scale and complexity of the Project, it is anticipated that buildings and improvements will be completed and ready for occupancy at different times. Accordingly, the City agrees to cooperate in good faith with Company to allow for the issuance of Temporary Certificates of Occupancy (TCOs) for individual buildings or portions of the Project as they are completed. Company shall provide the City with a phased TCO drawing indicating the portions of the building that will receive a TCO prior to the issuance of the final Certificate of Occupancy for the entire building. This phased TCO drawing shall be completed and approved concurrent with the Phase 3 Building Permit package. The Parties agree that the specific procedures, conditions, and sequencing for such phased TCOs will be determined at a later date through mutual agreement, with the intent to facilitate timely occupancy and use of completed improvements while remaining in compliance with all applicable laws and regulations.

ARTICLE III UTILITIES

3.1 Water and Wastewater Service. The requirements and terms for water and wastewater service connections to the Property, including the location, design, construction, and cost responsibilities for any necessary extensions or improvements, will be addressed in a single Utility Service Agreement to be entered into between Company and the City. The Parties will cooperate in good faith to finalize and execute such agreement in a timely manner to facilitate the Project. For clarity, Phase 3 building permits for the Project shall not be issued until the Utility Service Agreement between the Parties is approved and executed.

3.2 City Infrastructure and Easements. The Parties acknowledge that an exhibit detailing all known City easements and infrastructure affecting the Property is attached hereto as Exhibit C. Upon request, the City shall cooperate with Company in the removal or relocation of any City easements or City infrastructure located across the Property in connection with the Project, such removals or relocations to be targeted for completion in advance of the issuance of a building permit for the Project. This includes, without limitation, relocation of the city sewer main currently located across the Property. If both parties agree that a removal or relocation of easement or infrastructure cannot be completed prior to building permit, then an approach and timeline must be agreed upon in writing in advance of the issuance of a building permit. For the avoidance of doubt, the cost of the removal(s) and/or relocation(s) contemplated under this section 3.3 of this Agreement shall be borne solely by Company. Notwithstanding the foregoing, Company shall have the right to review and approve in writing any and all costs or expenses associated with any such removal(s) or relocation(s) prior to such costs or expenses being incurred. In the event Company determines, in its sole discretion, that the cost of any removal or relocation exceeds the benefit to be derived therefrom, Company

may elect not to proceed with such removal or relocation, and shall have no obligation to bear any costs or expenses related thereto.

ARTICLE IV MISCELLANEOUS PROVISIONS

4.1 The Parties acknowledge and agree that this Agreement shall become effective on the date first written above (the "*Effective Date*").

4.2 In the event either Party fails to comply with the terms and conditions of this Agreement, the non-defaulting Party shall provide the defaulting Party with thirty (30) days' written notice and an opportunity to cure such failure. If the defaulting Party does not cure within such period, then the non-defaulting Party may seek specific performance of this Agreement, an injunction or mandamus, if legally available. The City waives its sovereign immunity solely for the purpose of adjudicating claims arising under this Agreement.

4.3 The terms and conditions of this Agreement shall be binding upon the Parties hereto on and after the Effective Date and continuing thereafter. This Agreement may be assigned by Company to any Affiliate of Company and the Company shall notify the City following such an assignment. Any other assignment of this Agreement by Company requires the consent of the City, which shall not be unreasonably withheld. This Agreement shall inure to the benefit of the City, Company and successor owners of the Property. "Affiliate of Company" for purposes hereof includes any entity that directly or indirectly controls, is controlled by, or is under common control with Company.

4.4 This Agreement may not be revised or amended without the written consent of all Parties.

4.5 From time to time upon written request of the Company or any future owner of the Property, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate, which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining Term of this Agreement, and such other matters reasonably requested by the party to receive the certificate.

4.6 This Agreement constitutes a 'permit' under Chapter 245, Texas Local Government Code, and the development rights and regulations applicable to the Property are vested as of the Effective Date.

4.7 The recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as if set forth verbatim and adopted as findings of each Party.

4.8 Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via electronic mail, with documentation evidencing the addressee's receipt thereof, or a hand-delivery service, Federal Express, or any courier

service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To the City:

City of Temple
ATTN: City Manager
N. Main Street
Temple, Texas 76501

With a copy to:

City of Temple
ATTN: City Attorney
N. Main Street
Temple, Texas 76501

To the Company:

Rowan Digital Infrastructure
Attn: Legal
1400 16th Street Ste 330
Denver, CO 80202
Legal@rowan.digital

With a copy to:

Karl Baker
Jackson Walker LLP
1900 Broadway, Suite 1200
San Antonio, Texas 78215
kbaker@jw.com

4.9 The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Company represents and warrants that this Agreement has been approved by appropriate action of the Company, and that the individual executing this Agreement on behalf of the Company has been duly authorized to do so.

4.10 This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or

by the mutual written agreement of the Parties hereto.

4.11 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Bell County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Bell County, Texas.

4.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other Parties.

4.13 If any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable for any reason, including the covenants regarding involuntary annexation, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

4.14 Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

4.15 Waiver by any Party of any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time, shall not affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

4.16 This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings and captions in this Agreement are for convenience only, do not form a part of this Agreement, and shall not affect the meaning or interpretation of any provision. References to "Sections" include all subsections thereof, and references to exhibits mean the exhibits attached hereto, each of which is incorporated by reference.

4.17 The term of this Agreement shall begin on the Effective Date of this Agreement and shall end upon the earlier of (a) ten (10) years thereafter or (b) the date on which all obligations of the Parties under this Agreement have been fulfilled. Upon fulfillment of all such obligations, either Party shall, at the request of the other, execute and deliver a recordable memorandum acknowledging the termination of this Agreement.

4.18 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 arises out of or relates to this Agreement, the Parties agree to attempt in good faith to resolve the dispute through non-

binding mediation before resorting to litigation. The cost of mediation shall be shared equally. If a dispute cannot be resolved through good faith negotiations (within a 30-day period from commencing such negotiations), either Party may pursue any available legal remedies in any court of competent jurisdiction that satisfies the requirements of this Agreement, or, if both Parties mutually agree, the dispute may be submitted to binding arbitration in accordance with procedures to which both Parties agree.

4.19 In the event of any legal action, arbitration, or other proceeding brought by one Party against the other Party arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs, and expenses incurred in connection with such action or proceeding.

4.20 For purposes of sections 2252.152, 2271.002, and 2274.002, 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 (as used in this Section 4.20); "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code, and "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 (as used in this Section 4.20, "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.

4.21 Lender Protections; Notice; Cure; Non-Disturbance.

(a) Definitions. For purposes of this Section 4.21: "Mortgage" means any deed of trust, mortgage, collateral assignment, pledge, security agreement, or other encumbrance encumbering all or any portion of the Land or the Project, the Company's rights under this Agreement, or any direct or indirect equity interests in the Company or in any Person that directly or indirectly owns any interest in the Land or the Project; and "Mortgagee" means the holder or beneficiary of a Mortgage, and its successors and assigns, including any servicer acting on its behalf.

(b) Encumbrance Permitted; No Consent Required. The Company may from time to time enter into one or more Mortgages without the City's consent. Any collateral assignment of this Agreement in favor of a Mortgagee shall be permitted without City consent, and shall not constitute an assignment requiring approval under this Agreement.

(c) Lender Notice Information. The Company may deliver to the City written notice identifying any Mortgagee and such Mortgagee's notice address ("Lender Notice"). The Company may update Lender Notice information from time to time by written notice to the City, and such updates shall be effective upon receipt. Notwithstanding anything herein this Agreement to the contrary, City has no obligation to provide any notice to any Mortgagee for whom Company has not provided Lender Notice information.

(d) Notice to Mortgagee; Right to Cure. The City shall deliver to each Mortgagee identified in a then effective Lender Notice a copy of any notice of default delivered to the Company under this Agreement at the same time such notice is delivered to the Company. Each Mortgagee shall have the right, but not the obligation, to cure any default of the Company under this Agreement within: (i) the cure period afforded to the Company under this Agreement, or (ii) if longer, one hundred twenty (120) days after the Mortgagee's receipt of the City's default notice; provided that if the nature of the default (other than monetary defaults) cannot reasonably be cured within such period, the Mortgagee shall have such additional time as is reasonably necessary to cure, so long as cure is commenced within such period and thereafter diligently pursued to completion.

(e) Non-Disturbance; Recognition. The City agrees that it will not terminate this Agreement due to a Company default unless and until the City has given the Mortgagee(s) notice and an opportunity to cure as provided above, provided Company has given notice to City, identifying Mortgagee and providing Mortgagee's notice address. Upon any foreclosure, deed-in-lieu, receivership, or similar transfer in favor of a Mortgagee or a purchaser at foreclosure or its designee (a "Transfer"), the City shall recognize the Mortgagee or such transferee as the "Company" hereunder with respect to the affected portion of the Land, and this Agreement shall continue in full force and effect as to such portion, without interruption or modification by reason of the Transfer. No Mortgagee or transferee shall be: (i) liable for any Company defaults or obligations first accruing prior to the date of the Transfer (except to the extent the same continue and are susceptible to cure, in which case the Mortgagee or transferee shall be afforded a reasonable period to cure as provided above); or (ii) bound by any voluntary amendment or modification of this Agreement executed solely between the City and the Company after the date the City received the applicable Lender Notice, unless such Mortgagee consented in writing.

(f) Estoppel; Confirmation. Upon written request of a Mortgagee, the City will deliver to such Mortgagee an estoppel certificate consistent with Section 4.5 confirming the status of this Agreement.

(g) Amendments Required by Lenders. The City will not unreasonably withhold, condition, or delay its consent to commercially reasonable amendments to this Agreement requested by a Mortgagee that are necessary to facilitate financing and that do not materially diminish the City's rights or increase the City's financial obligations hereunder.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

CITY:



**CITY OF TEMPLE, TEXAS,
a home rule municipality in the State of Texas**

DocuSigned by:
Brynn Myers
By: _____
Name: Brynn Myers
Title: City Manager

ROWAN:

**ROWAN TERRA LLC,
a Delaware limited liability company**



DocuSigned by:
Martin Romo
By: _____
Name: Martin Romo
Title: Authorized Signatory

ATTEST:

DocuSigned by:
Jana Lewellen
By: _____
Jana Lewellen, City Secretary

APPROVED AS TO FORM:

DocuSigned by:
Kathryn Davis
By: _____
City Attorney's Office

LIST OF EXHIBITS

EXHIBIT A – Property Legal Description

EXHIBIT B – Entitlement and Permit Milestone Schedule

EXHIBIT C - City Easements and Infrastructure

EXHIBIT D – Oncor Easement Location

EXHIBIT A
Property Legal Description



LEGAL DESCRIPTION:

BRENEK PROPERTY (113.8 ACRES)

BEING A 113.8 ACRE TRACT OF LAND SITUATED IN THE MAXIMO MORENO SURVEY, ABSTRACT 14, BELL COUNTY, TEXAS; BEING ALL OF A CALLED 41.5 ACRES TRACT OF LAND DESCRIBED TO ERNEST C. BRENEK ET. UX., AS SHOWN ON INSTRUMENT RECORDED UNDER BOOK 5438, PAGE 379, OF THE DEED RECORDS OF BELL COUNTY, TEXAS (D.R.B.C.T.), AND BEING ALL OF A CALLED 72.448 ACRE TRACT OF LAND DESCRIBED TO ERNEST C. BRENEK AND ANN E. BRENEK, AS SHOWN ON INSTRUMENT RECORDED UNDER BOOK 4060, PAGE 704, OF THE D.R.B.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND, IN THE EAST LINE OF SAID 72.448 ACRES TRACT, FOR THE NORTHWEST CORNER OF A CALLED 97.451 ACRES TRACT OF LAND DESCRIBE TO BRENDA KAY LASLY, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 201900009947, OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS (O.P.R.B.C.T.);

THENCE, WITH SAID EAST LINE OF THE 72.448 ACRES TRACT, SAME BEING THE

WEST LINE OF SAID 97.451 ACRES TRACT, SOUTH 16°24'18" WEST, A DISTANCE OF 477.38 FEET, TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE SOUTHEAST CORNER OF SAID 72.448 ACRES TRACT;

THENCE, DEPARTING SAID WEST LINE OF THE 97.451 ACRES TRACT, WITH THE SOUTH LINE OF SAID 72.448 ACRE TRACT, SAME BEING THE NORTH LINE OF A CALLED 20.734 ACRES TRACT OF LAND ACCORDING TO BELL COUNTY APPRAISAL DISTRICT, NO RECORDING INFORMATION FOUND, NORTH 73°32'18" WEST, A DISTANCE OF 1,475.29 FEET, TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, IN THE APPARENT EAST RIGHT-OF-WAY LINE OF B.N.S.F. RAILROAD, FOR THE SOUTHWEST CORNER OF SAID 72.448 ACRES TRACT;

THENCE, WITH SAID APPARENT EAST RIGHT-OF-WAY LINE OF B.N.S.F. RAILROAD, SAME BEING THE WEST LINE OF SAID 72.448 ACRES TRACT, NORTH 20°23'18" WEST, A DISTANCE OF 1,689.57 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "2181 TCE" FOUND, FOR THE NORTHWEST CORNER OF SAID 72.448 ACRES TRACT

THENCE, CONTINUING WITH THE APPARENT EAST RIGHT-OF-WAY LINE OF B.N.S.F. RAILROAD, SAME BEING THE NORTH LINE OF SAID 72.448 ACRES TRACT, SOUTH 73°55'18" EAST, A DISTANCE OF 495.94 FEET TO A 1-INCH IRON PIPE FOUND, FOR THE SOUTHWEST CORNER OF SAID 41.5 ACRES TRACT;

THENCE, DEPARTING SAID NORTH LINE OF SAID 72.448 ACRES TRACT, CONTINUING WITH SAID APPARENT EAST RIGHT-OF-WAY LINE OF B.N.S.F. RAILROAD, SAME BEING THE WEST LINE OF SAID 41.5 ACRES TRACT THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. NORTH 13°06'09" WEST, A DISTANCE OF 140.53 FEET TO A 1-INCH IRON PIPE FOUND;
2. NORTH 76°57'38" WEST, A DISTANCE OF 187.46 FEET TO A 1-INCH IRON PIPE FOUND;
3. NORTH 72°59'28" WEST, A DISTANCE OF 142.40 FEET TO A 1-INCH IRON PIPE FOUND;
4. NORTH 06°47'04" EAST, A DISTANCE OF 158.31 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE SOUTHEAST CORNER OF A CALLED NORTH ONE-HALF OF 5.3 CARES, SAVE AND EXCEPT A 0.275 ACRES TRACT OF LAND DESCRIBED TO GUILLERMO BAILON RENTERIA AND MARIELA MARGARITA GAONA-SANTOS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NUMBER 2016009337 OF SAID O.P.R.B.C.T.;

THENCE, DEPARTING SAID APPARENT EAST RIGHT-OF-WAY LINE OF B.N.S.F. RAILROAD , CONTINUING WITH SAID WEST LINE OF THE 41.5 ACRES TRACT, SAME BEING THE EAST LINE OF SAID NORTH ONE-HALF OF 5.3 ACRES TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 06°44'01" EAST, A DISTANCE OF 44.28 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
5. NORTH 37°58'30" WEST, A DISTANCE OF 159.26 FEET TO A 3/8-INCH IRON ROD FOUND, FOR THE NORTHWEST CORNER OF SAID 41.5 ACRES TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 9.720 ACRES TRACT OF LAND DESCRIBED TO KENNETH EARL DAVIS, AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 4181, PAGE 384 OF SAID O.P.R.B.C.T.;

THENCE, DEPARTING SAID EAST LINE OF THE ONE-HALF OF 5.3 ACRES TRACT, WITH THE NORTH LINE OF SAID 41.5 ACRES TRACT, SAME BEING THE SOUTH LINE OF SAID 9.720 ACRES TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 73°31'21" EAST, A DISTANCE OF 137.89 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;

2. SOUTH 73°56'20" EAST, A DISTANCE OF 418.83 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;

3. SOUTH 73°54'27" EAST, A DISTANCE OF 749.79 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE SOUTHEAST CORNER OF SAID 9.720 ACRES TRACT;

THENCE, CONTINUING WITH SAID NORTH LINE OF THE 41.5 ACRES TRACT, SAME BEING THE EAST LINE OF SAID 9.720 ACRES TRACT, NORTH 15°34'58" EAST, A DISTANCE OF 368.78 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE NORTHEAST CORNER OF SAID 9.720 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 35.431 ACRE TRACT OF LAND DESCRIBED TO A NEW DAY FELLOWSHIP, AS SHOWN ON INSTRUMENT RECORDED UNDER VOLUME 5515, PAGE 800, O.P.R.B.C.T., SAME BEING THE SOUTHWEST CORNER OF A CALLED 138.94 ACRE TRACT OF LAND DESCRIBED TO TEMPLE CRESTVIEW FARMS, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2022041981, O.P.R.B.C.T. ;

THENCE, DEPARTING CONTINUING WITH THE NORTH LINE OF SAID 41.5 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 138.94 ACRES TRACT, SOUTH 73°51'15" EAST, A DISTANCE OF 1,766.21 FEET TO A 1/2-INCH IRON ROD FOUND, IN THE WEST LINE OF THE REMAINDER OF SAID 96.905 ACRES OF LAND DESCRIBE TO RIDGE AT KNOB CREEK LAND INVESTMENTS, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2023047090, O.P.R.B.C.T.; FOR THE SOUTHEAST CORNER OF SAID 138.94 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 41.5 ACRE TRACT;

THENCE, WITH THE EAST LINE SAID 41.5 ACRE TRACT, SAME BEING THE WEST LINE OF SAID REMAINDER OF 96.905 ACRES, SOUTH 16°21'46" WEST, A DISTANCE OF 778.17 FEET TO A 1-INCH IRON PIPE FOUND, FOR THE SOUTHEAST CORNER OF THE SAID 41.5 ACRES TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 72.448 ACRES TRACT;

THENCE, CONTINUING WITH THE EAST LINE OF SAID 72.448 ACRE TRACT, SAME BEING SAID WEST LINE OF THE REMAINDER OF 96.905 ACRES AND THE WEST LINE OF THE RIDGE AT KNOB CREEK, PHASE 01, AN ADDITION TO THE CITY OF TEMPLE, BELL COUNTY, TEXAS, A LEGAL SUBDIVISION, ACCORDING TO PLAT RECORDED IN DOCUMENT NO. 2024053727, O.P.R.B.C.T, SOUTH 16°38'15" WEST, A DISTANCE OF 884.97 FEET TO A 1-INCH IRON PIPE FOUND, IN THE NORTH LINE OF SAID 97.451 ACRES TRACT, FOR THE SOUTHWEST CORNER OF SAID RIDGE AT KNOB CREEK, PHASE 01;

THENCE, CONTINUING WITH THE EAST LINE OF SAID 72.448 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 97.451 ACRE TRACT, NORTH 74°10'56" WEST, A DISTANCE OF 511.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 113.8 ACRES OF LAND, MORE OR LESS, IN BELL COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

EASEMENT

EASEMENT RIGHTS IN AND TO A NONEXCLUSIVE PERPETUAL PASSAGE EASEMENT AND RIGHT-OF-WAY ALONG, OVER AND ACROSS A CALLED 1.026 ACRE TRACT OF LAND, AS CREATED BY INSTRUMENT DATED JUNE 16, 1981, BY AND BETWEEN EGGERSTON GREGG, ET AL, RECORDED IN VOLUME 1733, PAGE 443 OF THE DEED RECORDS OF BELL COUNTY, TEXAS.

LEGAL DESCRIPTION:**LASLY PROPERTY TRACT 1(53.07 ACRES)**

BEING A 53.07 ACRES TRACT OF LAND SITUATED IN THE MAXIMO MORENO SURVEY, ABSTRACT 14, BELL COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 97.451 ACRES TRACT OF LAND DESCRIBED TO BRENDA KAY LASLY, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2019009947 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS, (O.P.R.B.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND IN THE EAST BOUNDARY LINE OF A CALLED 72.448 ACRE TRACT OF LAND DESCRIBED TO ERNEST C. BRENEK AND ANN E. BRENEK, AS SHOWN ON INSTRUMENT RECORDED UNDER BOOK 4060, PAGE 704, OF THE DEED RECORDS OF BELL COUNTY, TEXAS (D.R.B.C.T.), SAME BEING THE NORTH CORNER OF SAID 97.451 ACRES TRACT;

THENCE, WITH SAID EAST BOUNDARY LINE OF THE 72.488 ACRE TRACT, SAME BEING THE NORTHEAST BOUNDARY LINE OF SAID 97.451 ACRE TRACT, SOUTH 74°10'56" EAST, A DISTANCE OF 511.00 FEET TO A 1-INCH IRON PIPE FOUND, FOR THE WEST CORNER OF TRACT A, THE RIDGE AT KNOB CREEK PHASE 1, AN ADDITION TO THE CITY OF TEMPLE, BELL COUNTY, TEXAS, A LEGAL SUBDIVISION, ACCORDING TO PLANT RECORDED UNDER DOCUMENT NO. 2024-053727, O.P.R.B.C.T.;

THENCE, DEPARTING SAID EAST LINE OF THE 72.448 ACRES TRACT, WITH THE SOUTHWEST BOUNDARY LINE OF SAID THE RIDGE AT KNOB CREEK PHASE 1, SAME BEING THE NORTHEAST BOUNDARY LINE OF SAID 97.451 ACRE TRACT, SOUTH 73°24'39" EAST, A DISTANCE OF 588.49 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, IN THE WEST RIGHT-OF-WAY LINE OF S.E. H.K. DODGEN LOOP, A VARIABLE WIDTH RIGHT-OF-WAY, AS SHOWN ON INSTRUMENT RECORDED UNDER VOLUME 1671, PAGE 416, D.R.B.C.T.;

THENCE, DEAPRTING SAID SOUTHWEST BOUNDARY LINE OF THE RIDGE AT KNOB CREEK PHASE 1 AND SAID NORTH BOUNDARY LINE OF THE 97.451 ACRES TRACT, WITH SAID WEST RIGHT-OF-WAY LINE OF S.E. H.K. DODGEN LOOP THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. SOUTH 16°16'12" WEST, A DISTANCE OF 30.48 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TYPE I CONCRETE MONUMENT FOUND;
2. SOUTH 64°35'31" EAST, A DISTANCE OF 152.48 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND;
3. SOUTH 73°23'31" EAST, A DISTANCE OF 149.99 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND;
4. SOUTH 70°53'45" EAST, A DISTANCE OF 399.67 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND;
5. SOUTH 11°28'34" WEST, A DISTANCE OF 149.31 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND;
6. SOUTH 24°02'31" WEST, A DISTANCE OF 286.70 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND;
7. SOUTH 32°21'34" WEST, A DISTANCE OF 481.03 FEET TO A CALCULATED POINT, FROM WHICH A TXDOT TYPE I CONCRETE MONUMENT FOUND BEARS SOUTH 20°11'26" EAST, A DISTANCE OF 0.54 FEET;
8. SOUTH 33°45'34" WEST, A DISTANCE OF 193.62 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND, FOR THE BEGINNING OF A CURVE:
9. WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 07°24'11",

A RADIUS OF 3,694.72 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 43°34'24" WEST, 477.05 FEET, AND AN ARC LENGTH OF 477.38 FEET TO A 1-INCH IRON PIPE FOUND, FOR THE EAST CORNER OF A CALLED 29.506 ACRE TRACT DESCRIBED TO ZEN TEMPLE QOZB, LLC, AS SHOWN ON INSTRUMENT, RECORDED UNDER DOCUMENT NO. 2022005291, O.P.R.B.C.T.;

THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE OF S.E. H.K. DODGEN LOOP, WITH THE NORTHEAST BOUNDARY LINE OF SAID 29.506 ACRE TRACT, SAME BEING THE SOUTHWEST BOUNDARY LINE OF SAID 97.451 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 14°44'32" WEST, A DISTANCE OF 248.08 FEET TO A 1-INCH IRON ROD WITH PLASTIC BLUE CAP (ILLEGIBLE) FOUND;

2. NORTH 73°40'39" WEST, A DISTANCE OF 1,237.96 FEET TO A 1/2-INCH IRON PIPE FOUND, FOR THE WEST CORNER OF SAID 97.451 ACRE TRACT, SAME BEING THE NORTH CORNER OF SAID 29.506 ACRES TRACT, THE EAST CORNER OF A CALLED 8.062 ACRES TRACT OF LAND DESCRIBED TO SYBLE INEZ HEIDIE, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 201700021360 OF THE O.P.R.B.C.T., AND THE SOUTH CORNER OF A TRACT OF LAND DESCRIBED TO SYBLE INEZ HEIDE, AS SHOWN UNDER PROPERTY IDENTIFICATION NUMBER 357098 BELL, COUNTY APPRAISAL DISTRICT;

THENCE, WITH THE NORTHWESTERLY LINE OF SAID 97.451 ACRE TRACT, SAME BEING THE SOUTHEAST BOUNDARY LINE OF SAID SYBLE INEZ HEIDE TRACT, NORTH 16°24'18" EAST, A DISTANCE OF 887.08 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE SOUTHEAST CORNER OF SAID 72.448 ACRE TRACT;

THENCE, CONTINUING WITH SAID NORTHWEST LINE OF THE 97.451 ACRE TRACT, SAME BEING SAID EAST BOUNDARY LINE OF SAID 72.448 ACRE TRACT, NORTH 16°24'18" EAST, A DISTANCE OF 477.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 53.07 ACRES OF LAND, MORE OR LESS, IN BELL COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

LASLY PROPERTY TRACT 2 (45.21 ACRES)

BEING A 45.21 ACRES TRACT OF LAND SITUATED IN THE MAXIMO MORENO SURVEY, ABSTRACT 14, BELL COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 97.451 ACRES TRACT OF LAND DESCRIBED TO BRENDA KAY LASLY, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2019009947 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS, (O.P.R.B.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND, IN THE SOUTH RIGHT-OF-WAY LINE OF TOWER ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, NO RECORDING INFORMATION FOUND, FOR THE NORTHEAST CORNER OF SAID 97.451 ACRES TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 9.757 ACRES TRACT OF LAND DESCRIBED TO TEMPLE ECONOMIC DEVELOPMENT CORPORATION, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2022030589 OF THE O.P.R.B.C.T.;

THENCE, LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF TOWER ROAD, WITH THE EAST BOUNDARY LINE OF SAID 97.451 ACRES TRACT, SAME BEING THE WEST BOUNDARY LINE OF SAID 9.757 ACRES TRACT AND THE WEST BOUNDARY LINE OF LOT 1, BLOCK 1, SYNERGY PARK ADDITION, A LEGAL PLAT, ACCORDING TO DOCUMENT NO. 2014-63 AND DOCUMENT NO. 2014017561, BOTH OF THE O.P.R.B.C.T., SOUTH 16°32'30" WEST, A DISTANCE OF 1,581.28 FEET TO A 1-INCH

IRON PIPE FOUND, IN THE NORTHEAST RIGHT-OF-WAY LINE OF LORRAINE AVENUE, A CALLED 80-FOOT RIGHT-OF-WAY, A SHOWN ON INSTRUMENT RECORDED UNDER CABINET C, SLIDE 197-B OF THE O.P.R.B.C.T., FOR THE SOUTHEAST CORNER OF SAID 97.451 ACRES TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1;

THENCE, WITH THE SOUTH BOUNDARY LINE OF SAID 97.451 ACRES TRACT AND SAID NORTHEAST RIGHT-OF-WAY LINE OF LORRAINE AVENUE, NORTH $73^{\circ}45'50''$ WEST, A DISTANCE OF 1,472.05 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "TEMPLE CIVIL ENGINEER CBP 2181" FOUND, AT THE INTERSECTION OF SAID NORTHEAST RIGHT-OF-WAY LINE OF LORRAINE AVENUE, WITH THE EAST RIGHT-OF-WAY LINE OF S.E. H.K. DODGEN LOOP, A VARIABLE WIDTH RIGHT-OF-WAY, AS SHOWN ON INSTRUMENT RECORDED UNDER VOLUME 1671, PAGE 416 OF THE DEED RECORDS OF BELL COUNTY, TEXAS;

THENCE, DEPARTING SAID SOUTH BOUNDARY LINE OF THE 97.451 ACRES TRACT AND SAID NORTHEAST RIGHT-OF-WAY LINE OF LORRAINE AVENUE, WITH SAID EAST RIGHT-OF-WAY LINE OF S.E. H.K. DODGEN LOOP THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. NORTH $45^{\circ}08'31''$ WEST, A DISTANCE OF 44.38 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
2. NORTH $00^{\circ}19'25''$ WEST, A DISTANCE OF 72.64 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
3. SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF $04^{\circ}00'00''$, A RADIUS OF 3,944.72 FEET, A CHORD BEARING AND DISTANCE OF NORTH $41^{\circ}42'18''$ EAST, 275.33 FEET, AND AN ARC LENGTH OF 275.39 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND;
4. NORTH $42^{\circ}20'34''$ EAST, A DISTANCE OF 207.46 FEET TO A CALCULATED POINT, FROM WHICH A TXDOT TYPE I CONCRETE MONUMENT FOUND BEARS NORTH $61^{\circ}27'01''$ EAST, A DISTANCE OF 0.75 FEET, FOR THE BEGINNING OF A CURVE;
5. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF $07^{\circ}30'00''$, A RADIUS OF 3,959.72 FEET, A CHORD BEARING AND DISTANCE OF NORTH $32^{\circ}57'18''$ EAST, 517.96 FEET, AND AN ARC LENGTH OF 518.33 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND;
6. NORTH $28^{\circ}27'27''$ EAST, A DISTANCE OF 352.93 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND;
7. NORTH $42^{\circ}11'06''$ EAST, A DISTANCE OF 171.41 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND;
8. SOUTH $76^{\circ}46'28''$ EAST, A DISTANCE OF 401.10 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND;
9. SOUTH $77^{\circ}42'39''$ EAST, A DISTANCE OF 299.68 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND;
10. NORTH $16^{\circ}05'34''$ EAST, A DISTANCE OF 20.73 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, IN SAID NORTH RIGHT-OF-WAY LINE OF TOWER ROAD, SAME BEING THE NORTH BOUNDARY LINE OF SAID 97.451 ACRES TRACT;

THENCE, DEPARTING SAID EAST RIGHT-OF-WAY LINE OF S.E. H.K. DODGEN LOOP, WITH SAID SOUTH RIGHT-OF-WAY LINE OF TOWER ROAD AND SAID NORTH BOUNDARY LINE OF THE 97.451 ACRES TRACT, SOUTH $73^{\circ}24'39''$ EAST, A DISTANCE OF 332.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 45.21 ACRES OF LAND, MORE OR LESS, IN BELL COUNTY, TEXAS. THIS DOCUMENT WAS

PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

LEGAL DESCRIPTION:

ZEN TEMPLE QOZB LLC PROPERTY (29.50 ACRES)

BEING A 29.50 ACRES TRACT OF LAND SITUATED IN THE MAXIMO MORENO SURVEY, ABSTRACT 14, BELL COUNTY, TEXAS; AND BEING ALL OF A CALLED 29.506 ACRES TRACT OF LAND DESCRIBED TO ZEN TEMPLE QOZB, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2022005291 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS, (O.P.R.B.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1-INCH IRON PIPE FOUND, IN THE EAST BOUNDARY LINE OF A CALLED 8.062 ACRE TRACT OF LAND DESCRIBED TO SYBLE INEZ HEIDE, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2017021360, O.P.R.B.C.T., FOR THE SOUTHWEST CORNER OF A CALLED 97.451 ACRES TRACT AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2019009947, O.P.R.B.C.T., SAME BEING THE NORTHWEST CORNER OF SAID 29.506 ACRES TRACT;

THENCE DEPARTING SAID EAST LINE OF THE CALLED 8.062 TRACT, WITH THE SOUTH BOUNDARY LINE OF SAID 97.451 ACRES TRACT AND THE NORTH BOUNDARY LINE OF SAID 29.506 ACRES TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 73°40'39" EAST, A DISTANCE OF 1,237.96 FEET TO A 1/2-INCH IRON ROD WITH BLUE CAP (ILLEGIBLE) FOUND;
2. SOUTH 14°44'32" EAST, A DISTANCE OF 248.08 FEET TO A 1-INCH IRON PIPE FOUND, IN THE NORTHWEST RIGHT-OF-WAY LINE OF S.E. H.K. DODGEN LOOP, A VARIABLE WIDTH RIGHT-OF-WAY, AS SHOWN ON INSTRUMENT RECORDED UNDER VOLUME 1665, PAGE 349, DEED RECORDS OF BELL COUNTY TEXAS, (D.R.B.C.T.), FOR THE NORTHEAST CORNER OF SAID 29.506 ACRES TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 97.451 ACRES TRACT AND THE BEGINNING OF A NON-TANGENT CURVE;

THENCE WITH THE NORTHWESTERLY RIGHT-OF-WAY OF SAID S.E. H.K. DODGEN LOOP, SAME BEING THE EAST LINE OF SAID 29.506 ACRES TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 06°42'35", A RADIUS OF 3,694.72 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 50°13'55" WEST, 432.42 FEET, AND AN ARC LENGTH OF 432.67 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION TYPE I CONCRETE MONUMENT FOUND;
2. SOUTH 53°49'29" WEST, A DISTANCE OF 559.83 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. SOUTH 62°21'29" WEST, A DISTANCE OF 505.59 FEET TO A 1/2-INCH IRON ROD FOUND;
4. SOUTH 53°49'29" WEST, A DISTANCE OF 178.81 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, IN THE NORTHEAST BOUNDARY LINE OF TRACT IV, A CALLED 3.419 ACRES TRACT OF LAND DESCRIBED TO ATCHISON TOPEKA AND SANTE FE RAILROAD, AS SHOWN ON INSTRUMENT RECORDED UNDER VOLUME 1658, PAGE 13, O.P.R.B.C.T., FOR THE SOUTH CORNER OF SAID 29.506 ACRES TRACT;

THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY OF S.E. H.K. DODGEN LOOP, WITH THE NORTHEASTERLY BOUNDARY LINE OF SAID TRACT IV, SAME BEING THE SOUTHWEST BOUNDARY LINE OF SAID 29.506 ACRES TRACT

THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 20°34'18" WEST, A DISTANCE OF 112.53 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
2. NORTH 15°49'30" EAST, A DISTANCE OF 266.69 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. NORTH 20°14'23" WEST, A DISTANCE OF 411.54 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, IN THE EAST BOUNDARY LINE OF SAID 8.062 ACRES TRACT, FOR THE SOUTHWEST CORNER OF SAID 29.506 ACRES TRACT;

THENCE WITH SAID EAST BOUNDARY LINE OF SAID 8.062 ACRES TRACT, SAME BEING THE WEST BOUNDARY LINE OF SAID 29.506 ACRES TRACT, NORTH 16°35'36" EAST, A DISTANCE OF 821.13 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 29.50 ACRES OF LAND, MORE OR LESS, IN BELL COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

LEGAL DESCRIPTION:

HEIDE PROPERTY TRACT 1(28.65 ACRES)

BEING A 28.65 ACRES TRACT OF LAND SITUATED IN THE MAXIMO MORENO SURVEY, ABSTRACT 14, BELL COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 67.43 ACRES TRACT OF LAND DESCRIBED TO SYBLE INEZ HEIDI, AS SHOWN ON INSTRUMENT RECORDED UNDER VOLUME 485, PAGE 160 OF DEED RECORDS OF BELL COUNTY, TEXAS, (D.R.B.C.T.) AND ALL OF A CALLED 8.062 ACRES TRACT OF LAND DESCRIBED TO SYBLE INEZ HEIDI AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NUMBER 2017021360 OF OFFICIAL PUBLIC RECORDS OF BELL COUNTY TEXAS (O.P.R.B.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND, IN THE NORTHEAST BOUNDARY LINE OF TRACT II, A CALLED 8.035 ACRES TRACT OF LAND DESCRIBED TO THE ATCHISON TOPEKA AND SANTE FE RAILROAD, AS SHOWN ON INSTRUMENT RECORDED UNDER VOLUME 1661, PAGE 565, O.P.R.B.C.T., FOR THE MOST SOUTHERLY CORNER OF SAID 8.062 ACRES TRACT AND THE EAST CORNER OF SAID TRACT II;

THENCE, WITH SAID NORTHEAST BOUNDARY LINE OF TRACT II, SAME BEING THE SOUTHWEST BOUNDARY LINE OF SAID 8.062 ACRES TRACT, NORTH 20°21'03" WEST, A DISTANCE OF 1208.83 FEET TO A 1-INCH IRON PIPE FOUND, IN THE SAID SOUTH BOUNDARY LINE OF SAID 67.43 ACRES TRACT, FOR THE NORTHEAST CORNER OF SAID TRACT II AND THE WEST CORNER OF SAID 8.062 ACRES TRACT;

THENCE, WITH THE APPARENT NORTHEAST BOUNDARY LINE OF THE RAILROAD, OVER AND ACROSS SAID 67.43 ACRES TRACT, NORTH 20°21'03" WEST, A DISTANCE OF 1069.72 FEET TO A CALCULATED POINT, IN THE SOUTH LINE OF A CALLED 72.448 ACRES TRACT OF LAND DESCRIBED TO ERNEST C. BRENEK AND ANN E. BRENEK, AS SHOWN ON INSTRUMENT RECORDED UNDER BOOK 4060, PAGE 704, D.R.B.C.T., SAME BEING THE NORTH LINE OF SAID 67.43 ACRES TRACT;

THENCE WITH SAID SOUTH BOUNDARY LINE OF THE 72.448 ACRES TRACT AND SAID NORTH BOUNDARY LINE OF THE 67.43 ACRES TRACT, NORTH 73°32'18" EAST, A DISTANCE OF 1,366.58 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, IN THE WEST BOUNDARY LINE OF A CALLED 97.451 ACRES TRACT OF LAND DESCRIBED TO BRENDA KAY LASLY, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NUMBER 2019009947, O.P.R.B.C.T., FOR THE NORTHEAST CORNER OF SAID 67.43 ACRES TRACT, SAME BEING THE

SOUTHEAST CORNER OF SAID 72.488 ACRES TRACT;
THENCE DEPARTING SAID SOUTH BOUNDARY LINE OF THE 72.448 ACRES TRACT,
WITH SAID WEST BOUNDARY LINE OF THE 97.451 ACRES TRACT, SAME BEING
THE EAST BOUNDARY LINE OF SAID 67.43 ACRES TRACT, SOUTH 16°24'18" WEST,
AT A DISTANCE OF 857.55 FEET PASSING THE NORTHEAST CORNER OF SAID 8.062
ACRES TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 67.43 ACRES
TRACT, AND CONTINUING WITH THE EAST BOUNDARY LINE OF SAID 8.062 ACRES
TRACT AND SAID WEST BOUNDARY LINE OF THE 97.451 ACRES TRACT FOR A
TOTAL DISTANCE OF 887.08 FEET TO A 1-INCH IRON PIPE FOUND, FOR THE
SOUTHWEST CORNER OF SAID 97.451 ACRES TRACT, SAME BEING THE
NORTHWEST CORNER OF A CALLED 29.506 ACRES TRACT OF LAND DESCRIBED TO
ZEN TEMPLE QOZB LLC PROPERTY, AS SHOWN ON INSTRUMENT RECORDED
UNDER DOCUMENT NO. 2022005291, O.P.R.B.C.T.;

THENCE, WITH THE WESTERLY LINE OF SAID 29.506 ACRES TRACT AND
CONTINUING WITH SAID EAST LINE OF THE 8.062 ACRES TRACT, SOUTH 16°35'36"
WEST, AT A DISTANCE OF 821.13 FEET PASSING A 1/2-INCH IRON ROD WITH
PLASTIC CAP STAMPED "KHA" SET, FOR THE SOUTHWEST CORNER OF SAID 29.506
ACRES TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 937.13 FEET TO THE
POINT OF BEGINNING AND CONTAINING 28.65 ACRES OF LAND, MORE OR LESS,
IN BELL COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF
KIMLEY-HORN INC. IN AUSTIN, TEXAS.

EXHIBIT B
Entitlement and Development Approval Milestone Schedule

Milestone	Deadline Date
Complete Rezoning Application submitted by Company	10/31/2025
Development Review Committee (DRC) Meeting with Company for Zoning	12/13/2025
Agreement reached on all planned development conditions	12/17/2025
Deadline for all required rezoning revisions from Company	12/20/2025
Deadline for mailing/publishing notice of hearing	12/24/2025
Planning & Zoning Commission Meeting (to consider Zoning)	01/05/2026
City Council First Reading (to consider Zoning)	02/05/2026
City Council Second Reading (to consider Zoning)	02/19/2026

Notes:

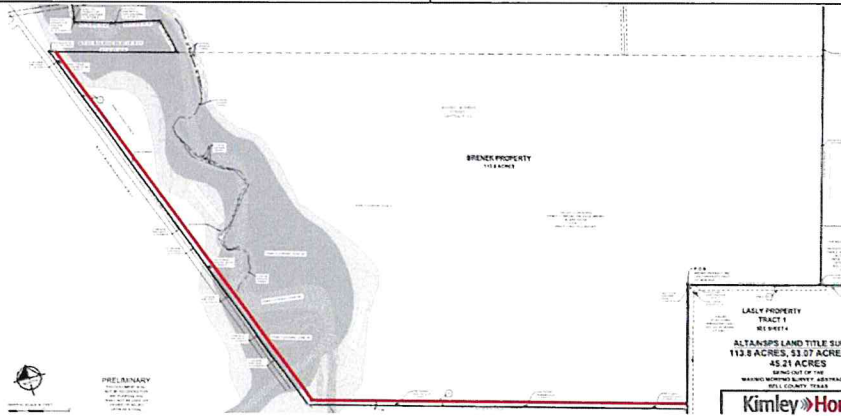
- All milestone dates are contingent upon Company’s submission of complete and code- compliant applications. Incomplete or noncompliant submissions shall toll milestone deadlines on a day-for-day basis.
- If delays by Company result in missing a scheduled Development Review Committee, Planning & Zoning Commission, or City Council meeting, milestone deadlines shall be tolled until the next available regular meeting date.

EXHIBIT C City Easements and Infrastructure



Ann/Earnest Brenek (47064, 704)

<p>10(j) EASEMENT, RIGHT OF WAY AND/OR AGREEMENT SET FORTH IN DRAINAGE CHANNEL EASEMENT DATED JANUARY 21, 1980, TO AND WITH THE CITY OF TEMPLE, TEXAS, RECORDED IN VOLUME 1655, PAGE 177 OF THE DEED RECORDS OF BELL COUNTY, TEXAS; SUBSEQUENTLY CORRECTED BY CORRECTION EASEMENT DATED APRIL 2, 1980, RECORDED IN VOLUME 1664, PAGE 863 OF THE DEED RECORDS OF BELL COUNTY, TEXAS. (TRACT 2) (DOES NOT AFFECT)</p>	<p>Does not affect, request removal</p>
<p>10(l) EASEMENT, RIGHT OF WAY AND/OR AGREEMENT SET FORTH IN EASEMENT AGREEMENT FOR WATER LINES DATED NOVEMBER 15, 2023, TO AND WITH THE CITY OF TEMPLE, TEXAS, RECORDED UNDER COUNTY CLERK'S FILE NO. 2024001042 IN VOLUME 13481, PAGE 768 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS. (TRACT 1) (DOES AFFECT AS SHOWN HEREON.)</p>	<p>Does affect, Requesting movement of easement.</p>

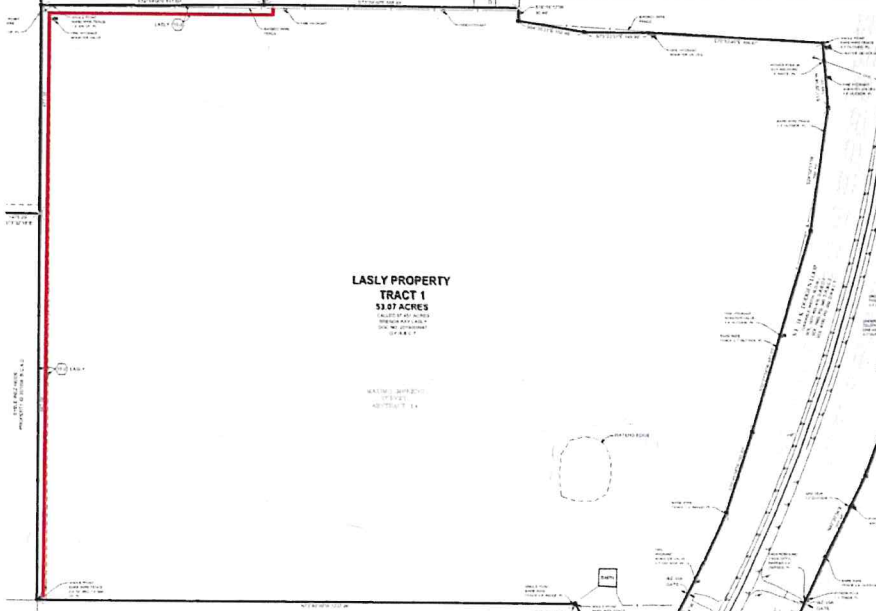


Denver Seattle



Lasly (31200)

<p>d) EASEMENT, RIGHT OF WAY AND/OR AGREEMENT BY AND BETWEEN GEORGIA DUNLAP AND CITY OF TEMPLE, TEXAS, A MUNICIPAL CORPORATION, BY INSTRUMENT DATED OCTOBER 8, 1999, FILED OCTOBER 20, 1999, RECORDED IN/UNDER VOLUME 4097, PAGE 179 OF THE DEED RECORDS OF BELL COUNTY, TEXAS. (DOES AFFECT, AS SHOWN HEREON)</p>	<p>Does affect, request removal/movement?</p>
--	---



Denver Seattle



Heidi Inez (60489, 397098)

<p>10(e) AN EASEMENT FOR PURPOSES OF UTILITIES LOCATED ON SUBJECT PROPERTY GRANTED TO THE CITY OF TEMPLE, TEXAS BY INSTRUMENT RECORDED IN/UNDER VOLUME 3462, PAGE 654 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS. (DOES NOT AFFECT)</p>	<p>Does not effect, requesting deletion. Not mapped on survey.</p>
<p>10(f) AN EASEMENT FOR PURPOSES OF UTILITIES LOCATED ON SUBJECT PROPERTY GRANTED TO THE CITY OF TEMPLE, TEXAS BY INSTRUMENT RECORDED IN/UNDER VOLUME 4061, PAGE 378 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS. (DOES NOT AFFECT)</p>	<p>Does not effect, requesting deletion. Not mapped on survey.</p>
<p>10(g) AN EASEMENT FOR PURPOSES OF UTILITIES LOCATED ON SUBJECT PROPERTY GRANTED TO THE CITY OF TEMPLE, TEXAS BY INSTRUMENT RECORDED IN/UNDER VOLUME 4066, PAGE 222 AND AS CORRECTED BY VOLUME 4254, PAGE 108 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS. (DOES NOT AFFECT)</p>	<p>Does not effect, requesting deletion. Not mapped on survey.</p>

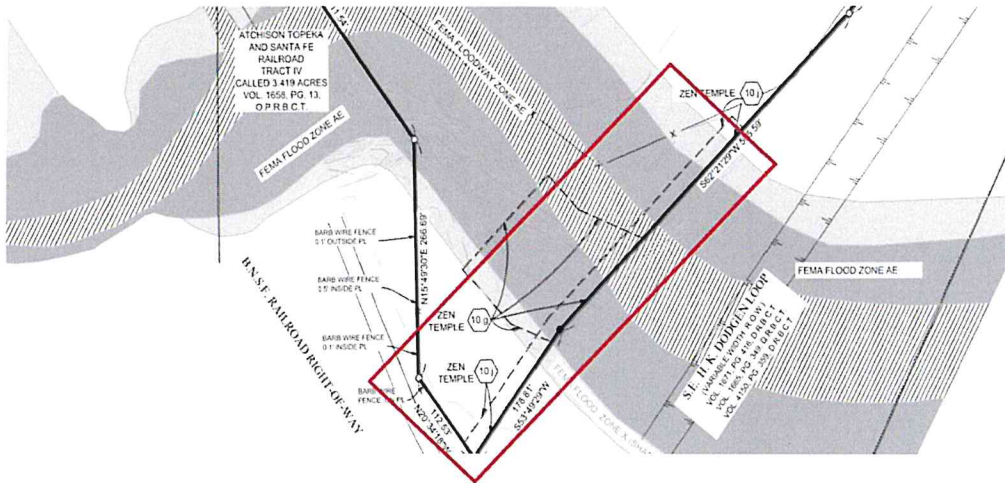
No survey map needed.

Denver Seattle



Zen (127003)

<p>10(g) AN EASEMENT FOR PURPOSES OF HIGHWAY LOCATED ON SUBJECT PROPERTY GRANTED TO THE STATE OF TEXAS AND THE CITY OF TEMPLE BY INSTRUMENT RECORDED IN/UNDER VOLUME 1665, PAGE 349 OF THE DEED RECORDS OF BELL COUNTY, TEXAS. (DOES AFFECT AS SHOWN HEREON.)</p>	<p>Does affect, requesting movement/removal. May interfere with detention pond.</p>
<p>10(j) AN EASEMENT FOR PURPOSES OF UTILITIES LOCATED ON SUBJECT PROPERTY GRANTED TO THE CITY OF TEMPLE, TEXAS BY INSTRUMENT RECORDED IN/UNDER VOLUME 4097, PAGE 671 OF THE DEED RECORDS OF BELL COUNTY, TEXAS. (DOES AFFECT AS SHOWN HEREON.)</p>	<p>Does affect, requesting movement/removal. May interfere with detention pond.</p>



Denver Seattle

EXHIBIT D General Location of Oncor Easement

