

**AGREEMENT TO ASSIGN PURCHASE
AGREEMENT AND ESCROW AGREEMENT**

This AGREEMENT TO ASSIGN PURCHASE AGREEMENT AND ESCROW AGREEMENT (this “**Agreement**”) is made and entered into this 21 day of November, 2025 (the “**Effective Date**”), by and between **ROWAN TERRA LLC**, a Delaware limited liability company (“**Assignor**”), and **THE CITY OF TEMPLE, TEXAS**, a home-rule municipality of the State of Texas (“**Assignee**”).

RECITALS:

WHEREAS, Daniel J. Kruppa and Mary Helen Kruppa (collectively, “**Seller**”) and Assignor entered into that certain Purchase and Sale Agreement with an effective date of June 2, 2025 (the “**Contract**”) for sale and purchase of real property, being approximately 147.468 acres in the City of Temple, Bell County, Texas, as more particularly described in the Contract (the “**Property**”). Capitalized terms used in this Agreement and not defined herein shall have the meanings given to such terms in the Contract.

WHEREAS, Assignee desires to purchase Assignor’s interest in the Contract from Assignor upon the terms set forth in this Agreement.

WHEREAS, Stewart Escrow Agent Barton Oaks, 901 S. Mopac Expy., Bldg. III, Suite 100, Austin, TX 78746, Attn: Shawna Fletcher (the “**Escrow Agent**”) has agreed to serve as escrow agent to facilitate the consummation of this Agreement.

WHEREAS, subject to the terms and conditions herein, upon Assignor confirming that all of the Assignment Conditions (defined below) have been satisfied in accordance with the terms and provisions of this Agreement, and Assignee’s timely payment of the Consideration (defined below), Assignor shall Assign the Contract to Assignee and Assignee shall assume the Contract.

NOW, THEREFORE, in consideration of the payment by Assignee to Assignor of the sum of \$100.00 and other valuable consideration, the parties agree as follows:

1. **Appointment of and Acceptance by Escrow Agent.** Assignor and Assignee hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Consideration (as defined below), agrees to hold and disburse the Consideration in accordance with this Agreement.

2. **Escrow Deposits.**

a. As of the date of this Agreement, Assignor has provided Assignee with an accounting demonstrating all of the out of pocket expenses incurred by Assignor in connection with its pursuit of the acquisition of the Property, which is inclusive of the Initial Earnest Money Deposit equal to \$150,000.00 currently on deposit with the Escrow Agent in accordance with the terms of the Contract, and is equal to \$445,098.02 (the “**Consideration**”). No later than five (5) business days after execution of this Agreement by the duly authorized representative of the City (the “**Assignee Approval**”), Assignee shall deposit the Consideration into escrow with the Escrow Agent, and Escrow Agent shall hold such the Consideration in accordance with the terms of this Agreement. If the Consideration is not deposited with the Escrow Agent on or before 5:00 pm Central time on the fifth (5th) day after the

Assignee Approval, then this Agreement may be terminated by Assignor upon written notice to Assignee any time before Assignee deposits the Consideration with the Escrow Agent. The Consideration shall be immediately non-refundable to Assignee except in the event of Assignor's default under this Agreement or the Contract, casualty or condemnation of the Property, Assignor acquires the Property, Assignor terminates the Contract in contravention of this Agreement, Seller defaults under the Contract, or an Assignment Condition fails to be satisfied prior to the Assignment Conditions Deadline as a result of the acts or omissions of Assignor (as opposed to the acts or omissions of Assignee). Contemporaneously with its deposit of the Consideration to the Escrow Agent, Assignee shall also deliver a signed Assignment of Purchase Agreement (the "**Assignment Agreement**") in the form attached hereto as Exhibit B to be released from escrow in accordance with Section 6 hereof.

b. Within three (3) business days following the date Escrow Agent confirms its receipt of the Consideration and Assignee's counterpart signature to the Assignment Agreement, Assignor shall deliver an executed copy of the Assignment Agreement to be held in escrow by Escrow Agent to be released in accordance with Section 4 below.

3. **Diligence Matters.** No later than five (5) days after the Effective Date, provided that Assignee has deposited the Consideration with Escrow Agent pursuant to Section 1 above, Assignor shall provide to Assignee (a) all Property information and diligence items in Assignors possession or reasonable control or that Assignor has otherwise received from Seller relating to the Contract or the Property, including, without limitation, (a) all due diligence materials it has received from the Seller, (b) all reports, studies, surveys, and plans that it has obtained during its investigation of the Property (save and except such due diligence materials that are subject to attorney client privilege), (c) a copy of the most recent title commitment and exceptions documents relating to the Property, (d) a copy of the tax certificate for the Property, (e) copies of any material correspondence that it has received from the Seller or third parties relating to the Property, (f) any title and survey objection letter and response letters, and (g) a true and complete receipted copy of the Contract without any of the terms redacted, together with true and complete copies of all exhibits and addendums attached thereto or referenced therein (collectively, the "**Assignor Deliverables**"). If Assignor has provided any title and/or survey objections to Seller or the Escrow Agent, Assignor will also provide the same with the other Property information and diligence items. If Assignor receives any additional documents under clauses (a)-(g) above after the Effective Date, Assignor will promptly deliver copies of the same to Assignee. Assignee shall have the same rights under the Contract to inspect the Property as Assignor, provided, however, Assignee shall not have any right to terminate this Agreement during the Feasibility Period; and Assignor, at no cost or liability to Assignor, will reasonably cooperate with Assignee to coordinate inspections of the Property. The Assignor Deliverables are, upon delivery to Assignee, delivered to Assignee on an "as is" basis without representation or warranty. Assignor shall cooperate with Assignee, at no cost to Assignor, to cause any of the Assignor Deliverables to be assigned to Assignee, provided, however, that Assignor makes no representation or warranty to Assignee that any of the Assignor Deliverables are assignable or may be relied upon by Assignee. Assignment of or reliance upon the applicable Assignor Deliverables shall not be a condition to Assignee's obligations to assume the Contract.

4. **Assignment Conditions.**

a. The term "**Assignment Conditions**" means collectively, the satisfaction of the following conditions:

- (1) the full execution of separate development agreements for Project Temple and Project

Stampede described on Exhibit A attached hereto (collectively, the “**Projects,**” and each a “**Project**”) by and between Assignor and Assignee, each in a form acceptable to Assignor and approved by the City Council of the City of Temple; and

(2) the execution and final approval of one (1) Chapter 312 Tax Incentive Agreement by and between Assignee (and any other approving authority) and Assignor in a form acceptable to Assignor granting tax incentives to Assignor associated with Project Temple.

b. The Parties shall negotiate in good faith to reach agreement on the terms and conditions of a development agreement for Project Ranger as described in Exhibit A attached here; however, the execution of a development agreement for Project Ranger is not an assignment Condition.

c. Assignor will provide written notice to Assignee and the Escrow Agent that the Assignment Conditions have been satisfied promptly after their satisfaction.

5. **Assignment Release and Assumption of the Contract.**

a. On the fifth (5th) day following the date Assignor provides the written notice to Assignee and Escrow Agent described in Section 3.b (“**Closing Date**”), Escrow Agent will release the Assignment Agreement to Assignee and disburse the Consideration to Assignor, and the parties shall have no further rights and obligations under this Agreement (except to the extent such obligations expressly survive Closing). The date on which the Assignment Agreement is released to Assignee and the Consideration is disbursed to Assignor shall be referred to herein as the “**Assignment Effective Date**”. The Consideration shall constitute payment in full by Assignee to Assignor for Assignor’s interest in the Contract.

b. If the Assignment Conditions have not been fully satisfied on or before December 1, 2025 (the “**Assignment Conditions Outside Date**”), Assignor may extend the Assignment Conditions Outside Date by a period not to exceed thirty (30) days by providing written notice of its election to Assignee and Escrow Agent on or before 5 pm on the Assignment Conditions Outside Date. In the event of such extension, Assignee will deposit an additional One Hundred Fifty Thousand and No/100 (\$150,000.00) as additional Consideration with the Escrow Agent.

c. If the Assignment Conditions are not fully satisfied (as determined by Assignor in its sole discretion) by the Assignment Conditions Outside Date as it may be extended, Assignor, in its sole and absolute discretion, may either terminate this Agreement or waive any unsatisfied Assignment Condition and proceed to Closing. Upon termination, the Consideration shall be refunded to the City, and the parties shall have no further obligations to each other hereunder excepting those that expressly survive termination.

d. If this Agreement terminates, Assignee will have no further rights in the Contract, the Property, or this Agreement, and Assignee shall return all Assignor Deliverables and any due diligence performed on behalf of or at the request or commission of Assignee to Assignor (or confirm in writing to Assignor permanent deletion of any electronic files or links to files), which obligations shall expressly survive termination of this Agreement.

6. **Representations of Assignor.** Assignor represents and warrants to Assignee as of the Effective Date and as of the Assignment Effective Date, as follows: (i) the Contract is the entire agreement between Seller and Assignor regarding the Property, has not been amended, is in full force and effect (except as expressly stated in the definition of “Contract” above), and shall not be amended without

Assignee's prior written consent; (ii) Assignor has not received any notice of default from Seller, and to Assignor's current, actual knowledge, neither Seller nor Assignor are in default under the Contract; (iii) Assignor has not assigned the Contract or any interest therein to any party other than Assignee; (iv) Assignor has the full right and authority and has obtained any and all authorizations and consents required from Assignor and any necessary regulatory entities to enter into this Agreement and perform Assignor's obligations hereunder, subject, however, to the approvals by Assignee and other approving authorities required to satisfy the Assignment Conditions and this Agreement and the Assignment Agreement will be authorized and properly executed and will constitute the valid and binding obligations of Assignor, enforceable in accordance with their terms; and (x) Assignor is not subject to any receivership or bankruptcy actions or proceedings, and Assignor has not commenced a voluntary bankruptcy case, consented to an entry of an order for relief against Assignor in a voluntary bankruptcy case, consented to the appointment of a custodian or trustee of Assignor or for all or substantially all of Assignor's property, or been subject to any order or decree regarding bankruptcy.

7. **Representations of Assignee.** Assignee represents and warrants that Assignee has the full right and authority and has obtained any and all authorizations and consents required from Assignor and any necessary regulatory entities to enter into this Agreement and perform Assignor's obligations hereunder, subject, however, to the approvals by Assignee and other approving authorities required to satisfy the Assignment Conditions and this Agreement and the Assignment Agreement will be authorized and properly executed and will constitute the valid and binding obligations of Assignor, enforceable in accordance with their terms.

8. **Covenants.**

a. **Of Assignor.** During the pendency of this Agreement, Assignor will not enter any modification of or agree to terminate the Contract without the prior written consent of Assignee. Assignee may withhold any approval to terminate the Contract or any modification to the Contract that impairs Assignee's interest or contingent interest in the Contract, as determined by Assignee in its sole and absolute discretion. Assignor will, upon receipt of any written notice from Seller with respect to the Contract or the Property, promptly deliver a copy of such written notice to Assignee. Assignor has and will continue to perform its obligations under the Contract until Closing. Further, during the pendency of this Agreement, Assignor will (i) not take any intentional action that would cause any of the representations and warranties contained in this Agreement to become untrue, and (ii) Assignor will promptly give written notice to Assignee upon Seller obtaining current actual knowledge of any representations or warranties of Assignor under this Agreement or of Seller under the Contract becoming untrue or inaccurate.

b. **Of Assignee.** During the pendency of this Agreement, Assignee will not interfere with or hinder Assignor's rights under the Contract, attempt to circumvent Assignor's ability to acquire and purchase the Property or take any action which would put Assignor in breach of the Contract. Assignee will not contact Seller without the permission of coordination with Assignor, which permission will not be unreasonably withheld, conditioned or delayed.

9. **AS-IS.** Assignee is taking the assignment of the Contract and thus the Property on an "AS-IS" BASIS AND THERE IS NO WARRANTY BY ASSIGNOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. ASSIGNEE ACKNOWLEDGES THAT, EXCEPT FOR ANY REPRESENTATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT, IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, REPORT, PROMISE, STATEMENT OR

OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, ASSIGNOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND ASSIGNOR DOES NOT WARRANT THE COMPLETENESS OR ACCURACY OF ANY SUCH ITEMS FURNISHED TO ASSIGNEE HEREUNDER. ASSIGNEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF DEVELOPMENTS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF ASSIGNEE'S CONSULTANTS, AND THAT ASSIGNEE WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ACCEPT THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY ASSIGNEE'S INSPECTIONS AND INVESTIGATIONS. THE TERMS AND COVENANTS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE ASSIGNMENT AGREEMENT AND OTHER DOCUMENTS AT CLOSING OR ANY TERMINATION OF THE ASSIGNMENT.

10. **Assignor Default.** If Assignor fails to perform its obligations under this Agreement in any material respect for any reason except failure by Assignee to perform hereunder or termination of this Agreement as provided herein, or if prior to the Assignment Effective Date any one or more of Assignor's representations or warranties are breached or untrue in any material respect, and such failure or breach is not cured by the earlier of the third (3rd) Business Day after written notice thereof from Assignee or the scheduled Closing Date, Assignee shall elect, as its sole remedy, to (a) terminate this Agreement by giving written notice to Assignor and the Escrow Agent, (b) waive said failure or breach and proceed to assuming the Contract, or (c) enforce specific performance of this Agreement. If Assignee elects to terminate this Agreement under this Section (a) the Escrow Agent shall immediately return the Consideration to Assignee, and Assignor shall reimburse Assignee the actual, out-of-pocket fees, costs and expenses incurred by Assignee in connection with this Agreement and the transactions contemplated in this Agreement, which reimbursement obligation shall survive the termination of this Agreement.

11. **Assignee Default.** If Assignee fails to perform its obligations under this Agreement in any material respect for any reason except failure by Assignor to perform hereunder or failure of Seller to perform under the Contract, and such failure is not cured by the earlier of the third (3rd) Business Day after written notice from thereof from Assignor or the date on which the Assignment Effective Date would occur, then Assignor shall be entitled, as its sole remedy, to (a) terminate this Agreement by giving written notice to Assignee and the Escrow Agent, (b) waive said failure or breach and proceed to assigning the Contract, or (c) enforce specific performance of this Agreement. If Assignor elects to terminate this Agreement under clause (a) the Escrow Agent shall immediately disburse the Consideration to Assignor, and Assignor shall reimburse Assignor the actual, out-of-pocket fees, costs and expenses incurred by Assignor in connection with this Agreement and the transactions contemplated in this Agreement, which reimbursement obligation shall survive the termination of this Agreement.

12. **Governing Law.** This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Property is located without giving effect to its choice of law provisions.

13. **Counterparts; Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Assignment with the same effect as if all parties had signed the same original. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. Furthermore, the undersigned agree that any facsimile or .pdf signature shall be deemed an original signature for all purposes.

14. **Time is of the Essence.** Time is of the essence in construing the time periods in this Agreement.

15. **Notice.** All notices, demands, or other communications of any given by Assignor to Assignee or by Assignee to Assignor, whether required by this Agreement or in any way related to the transactions contracted for herein, must be given in accordance with the provisions of this Section 15. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person (provided that such delivery is confirmed by the courier delivery service), or by expedited delivery service with proof of delivery, or by United States Mail, postage prepaid, as a Registered or Certified item, Return Receipt Requested. Notices delivered by personal delivery shall be deemed to have been given at the time of such delivery, notices delivered by nationally recognized overnight delivery service shall be effective one (1) day following deposit with such overnight delivery service, and notices delivered by mail shall be effective two (2) days following deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed and addressed, as provided below. Notice may additionally be provided by email transmission so long as a copy of such notice is simultaneously forwarded by one of the other means described above. Notice delivered by email shall be effective on the date and time when transmitted. The proper email address for each party is listed below. Any party hereto may change the address for notice specified above by giving the other party ten (10) days' advance written notice of such change of address.

a. If to Assignor:

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

with a copy to:

Jackson Walker LLP
Attn: Pam Madere
100 Congress Avenue, Suite 1100
Austin, Texas 78701
Email: pmadere@jw.com

b. If to Assignee:

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

With a copy to:

City Attorney's Office
ATTN: City Attorney
N. Main Street
Temple, Texas 76501

11. **Successors and Assignment.** This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. This Agreement is for the sole benefit of Assignor and Assignee, and no third party is intended to be a beneficiary of this Agreement, whether under a third-party beneficiary theory, laws relating to transferee liabilities or otherwise. Neither Assignor nor Assignee may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld in consenting party's sole and absolute discretion.

12. **Business Days.** In the event that the date upon which any duties or obligations hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday in the State of Texas or the State in which the Property is located, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding day that is not a Saturday, Sunday or legal holiday in the State of Texas and the State in which the Property is located (a "**Business Day**").

13. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and may not be modified, amended or supplemented except by a written agreement signed by Assignor and Assignee and dated subsequent to the date hereof.

14. **Confidentiality.** This Agreement and all information learned in the course of this transaction (including without limitation, the Contract and the terms of the Contract and Seller's Deliverables and all information therein and any reports or studies obtained by Assignee as part of Assignor's due diligence) shall be kept confidential by Assignee, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Assignee to investigate the Property and close the transaction contemplated under the Contract (including disclosure of the assignment to the Escrow Agent under the Contract and Seller). Assignee shall use the Contract, any reports and diligence items furnished by Assignor to Assignee exclusively in connection with closing the purchase of the Property following Closing hereunder.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day first above written.

ASSIGNOR:

ROWAN TERRA LLC, a Delaware limited liability company



Signed by: [Signature]
By: _____
Name: Stephen Jenkins
Title: Authorized Signatory

ASSIGNEE:

The City of Temple, Texas, a home rule municipality in the State of Texas



DocuSigned by:
By: [Signature]
Name: Brynn Myers
Title: City Manager

ATTEST:

DocuSigned by:
[Signature]
Jana Lewellen, City Secretary

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
City Attorney's Office

JOINDER BY THE ESCROW AGENT

The Escrow Agent has executed this Agreement in order to confirm that the Escrow Agent shall hold the Consideration required to be deposited under this Agreement, in escrow pursuant to the terms of the Escrow Agreement and shall disburse the Consideration to the provisions of this Agreement.

Stewart Title

By: _____

Name: _____

Title: _____

The following Exhibits are attached to and fully incorporated in this Agreement for all purposes:

Exhibit A: Description of Projects

Exhibit B: Form of Assignment

EXHIBIT A

Description of Projects

1. Project Temple – one or more data center buildings and other ancillary facilities along with computer servers and other equipment to operate the data center or centers located on approximately 554 acres in Synergy Park, located generally east of Bob White Road and north of Lorraine Avenue.
2. Project Stampede – one or more data center buildings and other ancillary facilities along with computer servers and other equipment to operate the data center or centers located on approximately 270 acres in Synergy Park, located generally west of SE H K Dodgen Loop and south of East Avenue H abutting the railroad tracks.
3. Project Ranger – one or more data center buildings and other ancillary facilities along with computer servers and other equipment to operate the data center or centers located on approximately 303 acres in Synergy Park, located generally east of SE H K Dodgen Loop along 3117.

EXHIBIT B

FORM ASSIGNMENT AGREEMENT ASSIGNMENT OF PURCHASE AGREEMENT AND MATTERS EFFECTING REAL PROPERTY

THIS ASSIGNMENT OF PURCHASE AGREEMENT AND MATTERS EFFECTING REAL PROPERTY (this "*Assignment*") is executed this ____ day of _____, 2025, by **ROWAN TERRA LLC**, a Delaware limited liability company ("*Assignor*") in favor of and for the benefit the **CITY OF TEMPLE, TEXAS**, a home rule municipality in the State of Texas ("*Assignee*").

WHEREAS, Daniel J. Kruppa and Mary Helen Kruppa (collectively, "**Seller**") and Assignor entered into that certain Purchase and Sale Agreement with an effective date of June 2, 2025 (the "**Contract**") for sale and purchase of real property, being approximately 147.468 acres in the City of Temple, Bell County, Texas, as more particularly described in the Contract (the "**Property**"). Capitalized terms used in this Agreement and not defined herein shall have the meanings given to such terms in the Contract.

WHEREAS, Assignor and Assignee entered into that certain Agreement to Assign Purchase Agreement dated as of September __, 2025 (the "*Agreement to Assign*") whereby Assignor agreed to assign and Assignee agreed to assume the Contract, subject to each party performing certain obligations thereunder and subject to the Assignment Conditions being satisfied.

WHEREAS, pursuant to the terms and conditions set forth in this Assignment, Assignor desires to assign to Assignee its rights and obligations under the Contract, including, without limitation, its rights to any earnest money deposits and extension fee deposits made thereunder, and Assignee now desires to accept such assignment and to assume such rights and obligations.

THEREFORE, FOR \$10.00 and other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor does hereby ASSIGN, TRANSFER, SET OVER, AND DELIVER to Assignee, its successors and assigns, all of Assignor's right, title and interest (if any) in and to the following (the "*Assigned Properties*"):

1. Assignment of Contract. Assignor hereby assigns, conveys, transfers, and delivers to Assignee all of Assignor's right, title and interest in and to the Contract, including all of Assignor's right, title and interest in and to the Initial Earnest Money. From and after the date hereof, Seller, escrow agent, and any other parties involved are hereby authorized to deal in all respects with Assignee as "Buyer" under the Contract.

2. Assumption of Contract. Assignee hereby assumes all of Assignor's rights, title, interest and obligations in, to and under the Contract and agrees to perform all obligations of Assignor under the Contract, including all covenants and other obligations of Seller to "Buyer" under the Contract, with respect to the deposits held by escrow agent (including all amounts paid by Assignor under the Agreement which are treated as the Initial Earnest Money Deposit), and with respect to the Property also being assigned to Assignee.

3. Surveys and Reports. All surveys of the Land, all engineering, soils, seismic, geological, and environmental, reports or studies of or related to the Land, and any certificates and other technical descriptions of or related to the Land more particularly described in Exhibit A attached hereto.

4 Indemnity. ASSIGNEE AGREES TO INDEMNIFY AND HOLD ASSIGNOR HARMLESS FROM AND AGAINST ANY COSTS, LIABILITIES AND EXPENSES RELATING TO THE DUTIES AND OBLIGATIONS ASSIGNED BY ASSIGNOR TO ASSIGNEE HEREUNDER, OR BREACH OF ASSIGNEE'S OBLIGATIONS HEREUNDER.

To HAVE AND TO HOLD the Assigned Properties unto Assignee, its successors and assigns, forever.

Assignor and Assignee will each cooperate with each other, their employees, and agents to facilitate the purpose and intent of this Assignment including, without limitation, the providing of information and documentation that may be reasonably required for the enforcement of the rights and interests assigned hereby.

Assignor represents and warrants to Assignee that the Assigned Properties are assigned, transferred, and conveyed to Assignee free and clear of all liens, security interests, and claims and that Assignor has obtained all necessary consents and approvals for this Assignment. Notwithstanding anything set forth herein, Assignor does not make any representations or warranties regarding the Land or any of the Assigned Properties, other than the express representations and warranties set forth in the Agreement to Assign and in this Assignment (the "*Express Representations*") WHICH DO NOT SURVIVE BEYOND THE DATE OF THIS ASSIGNMENT. The Assigned Properties are being assigned, transferred and conveyed in an as is, whereas condition, without representation or warranty, and the "as is" disclaimer set forth in Section 9 of the Agreement to Assign is hereby fully incorporated herein by reference. The mere mention of certain items within the definition of "Assigned Properties" does not indicate that any of the matters generically and not specifically referenced in this Assignment exist.

This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, successors, assigns, and legal representatives. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

EXECUTED this _____ day of _____, 2025.

ASSIGNOR:

ROWAN TERRA LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

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

By: _____

Name: _____

Title: _____