ROAD USE, LOCAL PLANS, AND FIRE SAFETY TRAINING AGREEMENT BETWEEN GRAY COUNTY AND IP MEITNER, LLC

THIS ROAD USE, LOCAL PLANS, AND FIRE SAFETY TRAINING AGREEMENT (the "***Agreement***") is made and entered into by and between GRAY COUNTY, TEXAS (the "***County***"), and IP Meitner, LLC, a Delaware Limited Liability Company ("***Project Entity***"), effective as October 31, 2025 (the "***Effective Date***"). Capitalized terms used in this Agreement and not otherwise defined herein shall have the same meaning ascribed to such terms in the Tax Abatement Agreement (defined below).

RECITALS

WHEREAS, the County and Project Entity entered into that certain Tax Abatement Agreement dated October 31, 2025 (the "***Tax Abatement Agreement***"); and

WHEREAS, the Project Entity intends to construct, equip, operate and maintain one or more Data Centers and may construct, equip, operate, and maintain related ancillary buildings, structures and infrastructure that support or are related to the data center operations, including but not limited to, utility buildings, structures, and appurtenances within the Property (as defined below) and the Reinvestment Zone (collectively, the "***Project***"); and

WHEREAS, the Project Entity and the County wish to memorialize certain agreements regarding use of County Roads, fire safety and training, and local spending efforts relating to the Project.

WHEREAS, the Project Entity contemplates that, from time to time during the Term of this Agreement (as defined herein), certain financial and other interests in portions of the Project or of the Project Entity may be transferred, assigned, mortgaged, pledged, hypothecated, or collaterally assigned to Affiliates; or to lenders, secured parties, or investors for operational or financing purposes (an "***Investor Group***"); and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and the Project Entity agree as follows:

1. Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "***Affiliate***" of the Project Entity shall mean one or more entities that are wholly owned by or under common control with the Project Entity's indirect parent entity. For purposes of this definition, "***control***" of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract, or otherwise.

(b) "***Commissioners Court***" shall mean the governing body of Gray County, Texas.

(c) "***County Authorities***" shall mean Gray County acting by and through its duly elected and appointed representatives.

(d) "***Force Majeure***" includes events not reasonably within the control of the party whose performance is sought to be excused thereby, including the following causes and events (to the extent such causes and events are not reasonably within the control of the party claiming suspension): acts of God and the public enemy, strikes, lockouts or other industrial disturbances, inability to obtain material or equipment or labor, wars, blockades, insurrections, riots, epidemics or pandemics, landslides, lightning, earthquakes, fires, storms, floods, high water washouts, inclement weather, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body, civil disturbances, explosions, breakage or accident to machinery or lines, freezing of lines, inability to obtain or delays in obtaining additional necessary rights-of-way or permits (provided a Project Entity has used reasonable efforts to obtain such rights-of-way or permits), any laws, rules, orders, acts or restraint of government or governmental body or court, or the partial or entire failure of fuel supply or any other event that is beyond the reasonable control of the party claiming Force Majeure.

3. Administration of Agreement. This Agreement shall be administered by the County Judge of Gray County, Texas. The County Judge or any designee of the County Judge, including one or more members of the Commissioners Court, may implement all aspects of this Agreement without the need for any public meetings or hearings.

4. Term. This Agreement shall be effective as of the Effective Date hereof and shall continue through the Payment Date following end of the last Abatement Period (the "***Term***" of this Agreement). If the Tax Abatement Agreement terminates as to any Phase for any reason, this Agreement shall also terminate as to such Phase immediately after Project Entity has complied with its then current obligations under this Agreement as to such Phase.

5. Fire Safety and Training. The Improvements will be designed to meet or exceed industry standards for fire suppression and mitigation. Any specialized equipment recognized in established industry standards that is necessary to fight fire originating with the Improvements or the Business Personal Property, and/or originating on the Property (as all three terms are defined in the Tax Abatement Agreement), (and that is not otherwise commonly used in fighting fires) will be maintained by the Project Entity and in accordance with the emergency response plan and provided for the use of any responding fire department personnel, including, without limitation, volunteer fire fighters, responding to a fire event. Project Entity will reimburse the responding fire departments for actual documented costs incurred in responding to a fire emergency caused by the Improvements, the Business Personal Property, and/or originating on the Property (and not by natural causes such as lightning). Prior to the Commencement of Construction Date (and annually thereafter during the Abatement Period), Project Entity agrees to provide on-site training to County and fire department personnel, including, without limitation, any volunteer firefighters, with respect to Project Entity's emergency response plan(s). Such training shall, at a minimum, (i) provide trainings concerning the Project Entity's emergency response plan and protocols, (ii) include tours of the facility and its suppression systems, (iii) provide training with regard to any specialized equipment necessary for suppressing fires caused by the Improvements, and (iv) access to safety data sheets, system schematics, and emergency shutdown procedures. Project Entity shall maintain records of all training sessions, which shall be made available to the County upon request.

On or before April 15 of the first calendar year occurring after the Commencement of Construction Date, and annually thereafter, Project Entity shall certify in writing to the County that the training required by this section occurred.

6. Local Spending. Project Entity agrees it will use commercially reasonable efforts to use contractors and vendors located in the County in the construction of the Improvements, or in the operation and maintenance of the Improvements; provided, however, that Project Entity will not be required to use goods and services provided by local contractors or vendors where such local goods or services are not comparable in quality to those provided by nonresidents or where such goods and services are not available on terms and conditions (including price and bonding capacity and including adequate volumes and adequate delivery timing) comparable to those offered by nonresidents. Comparable price is defined as a price equivalent to the price offered by vendors who are not located or based in the County. Project Entity agrees to designate and identify to the County a coordinator of local services who will act as a liaison between any individuals, businesses, or contractors residing or doing business in the County who are interested in obtaining information about providing goods or services related to the construction of the Improvements. The coordinator of local services is not required to be located in the County. Additionally, Project Entity agrees to do the following:

(a) Not later than ten (10) calendar days prior to the Commencement of Construction Date Project Entity will hold a job fair in Pampa, Texas, advertising construction employment positions and soliciting those persons or firms that are interested in selling goods or providing services with respect to the construction of the Improvements. No later than two weeks prior to the job fair, Project Entity shall publish a notice in the Pampa News announcing the date, time, and location of the job fair and the procedure for application. Applications from the job fair shall be distributed to the general contractor and various subcontractors for consideration. Project Entity will compile and maintain a list of local prospective employees, vendors, contractors and service providers interested in participating in the construction process throughout the construction process. Mobilizing activities will not be construed to cause the Commencement of Construction Date to occur.

(b) Prior to filling the first full-time position (excepting internal transfer and promotions and mobilizing activities) for the on-site operation of the Improvements, Project Entity shall publish notice of the position in the Pampa News, describing the position and the procedure for application. Any position requiring more than 35 hours per week shall be considered full-time. If Project Entity violates the publication requirement in this subsection Project Entity agrees, within 30 days of receiving a written demand from the County that it do so, to pay the County a sum equal to 25% of the gross salary of the position that was filled without notice. This payment shall be the County's sole remedy for any violation of this subsection.

(c) Except for the selection of Project Entity's general contractor, Project Entity shall use commercially reasonable efforts to use contractors, subcontractors, and service providers located in the County when awarding bids related to the construction of the Improvements. In determining whether a particular contractor, subcontractor or service provider is qualified, Project Entity may consider, in its sole discretion: (i) such person or firm's bonding capacity, (ii) financial, manufacturing, overtime, and staffing capacity to carry out the work, (ii) expertise and experience,

(iv) the requirements of any manufacturer with respect to the particular aspect of the work for which the person or firm is being considered; (v) integrity, responsibility and reliability, and (vi) ability to timely provide applicable services, materials, and equipment and provide such items at required scale. In the same manner and subject to the same exercise of discretion, Project Entity shall request that the general contractor use commercially reasonable efforts to use contractors, subcontractors, and service providers located in County when awarding bids related to the construction of the Improvements.

7. Road Use and Repair. At least 30 calendar days prior to the Commencement of Construction (defined herein), Project Entity shall submit, and thereafter obtain the written approval of the Commissioners Court (such approval not to be unreasonably withheld), a listing of the County Roads (defined herein) to be used by Project Entity, Project Parties or a Tenant (the "***Road Use Plan***"), subject to amendment (which amendment will require written approval as set forth above). "**Tenant**" means a tenant or lessee of Project Entity. The Road Use Plan shall at a minimum include the following information: (i) the expected Commencement of Construction Date; (ii) the name, title, address, phone number, and email address of a representative of Project Entity responsible for ensuring compliance with this section 7; (iii) a site plan depicting the location of all Improvements to be located in the County, including, the points of access; (iv) the approximate location, plans, and timing for widening any County Roads, or any portion thereof, to facilitate the turning movements of any transport trucks; and (v) the plans and timing for completing the Road Upgrade (defined herein). "***Commencement of Construction Date***" shall mean the date upon which Project Entity or any party on behalf of Project Entity, including, without limitation, any Project Entity begins the grading or groundwork for any Improvements located within the Reinvestment Zone as well as any site preparation, such as clearing, grubbing, and grading within the Reinvestment Zone. Mobilizing activities will not be construed to cause the Commencement of Construction Date to occur. "***County Roads***" shall mean any roads owned, operated, or maintained by the County. "***Road Upgrade***" shall mean Project Entity's obligation (which it hereby covenants and agrees to undertake) to improve and upgrade to the then-current TxDot standards, applicable portions (i.e. portions which are otherwise incapable of supporting the planned use of such portions) of all County Roads to be used by Project Entity, Project Parties and a Tenant, which require any such improvement or upgrade and which are identified in the Road Use Plan. Nothing in the preceding sentence shall be construed to diminish Project Entity's damage repair obligations as specified in Sections 7(a)(ii) and 7(b)(ii) below.

(a) For all instances below where County consent is required in this Section, such consent shall not be unreasonably withheld. The following conditions shall apply anytime Project Entity or any party on behalf of Project Entity, including, without limitation, Project Parties or a Tenant, are using County Roads:

(i) No county road will be used in a manner that does not allow other traffic access over the roadway without the County's prior consent;

(ii) Project Entity shall repair any damage to County Roads caused by Project Entity, Project Parties, a Tenant, or any contractors or service providers on behalf of the Project Entity or Project Parties or a Tenant, to the reasonable satisfaction of the County (ordinary wear and tear accepted), and to TxDot Standards;

(iii) Project Entity shall provide and place signage of all road closures and work zones as may be required by the County; and

(iv) Project Entity shall provide as much advance notice as is reasonable to the County when it is necessary for a road to be closed due to a crane crossing or for any other reason relating to the construction of the Improvements. Notwithstanding the generality of the aforementioned, Project Entity will provide no less than 72 hours' notice.

(b) Inventory and Approval.

(i) Pre-Construction Inventory. Prior to the Commencement of Construction Date, Project Entity shall cause a disinterested third-party road engineer ("***Road Engineer***") to perform a survey to record the condition of the County Roads to be used by Project Entity or Project Parties or a Tenant. During this survey, the entire length of the applicable County Road shall be videotaped, and photographed. Copies of all pre-construction documentation shall be provided to each of the Parties. The Road Engineer shall be paid by Project Entity but shall be mutually agreed upon by the Parties.

(ii) Post-Construction Inventory. Upon completion of construction of all of the Improvements, a Road Engineer will perform a post-construction inventory, the methods of which shall be similar to those of the pre-construction survey described above. The two sets of pre- and post-construction data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey (other than ordinary wear and tear), Project Entity shall make such repairs as may be needed to return the County Roads to a pre-construction condition. The Road Engineer shall be paid by Project Entity but shall be mutually agreed upon by the Parties.

(iii) Prior to the Commencement of Construction Date, Project Entity shall hold a meeting and shall invite applicable County Commissioners and public safety officials to discuss plans for the construction of the Project. The County shall compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those agencies. The County shall furnish a copy of this list to the Project Entity upon request.

(c) Road Repair. All road repairs, including, without limitation, the widening of roads pursuant to subsection (e) below, shall have the prior written approval of the County and shall be done in accordance with the standards and specifications for road repairs generally used or required by TxDot.

(d) In the event Project Entity fails to perform any road repairs required by the terms of this Agreement within 30 days (or commenced such repairs within such 30-day period and continues to completion) of a written demand that it does so from the County, then the County may perform the road repair required of Project Entity pursuant to this section and Project Entity agrees to reimburse the County for all costs in repairing such roads plus an additional amount equal to 25% of those costs ("***Road Repair Reimbursement***"). Project Entity agrees to pay the Road Repair Reimbursement within 30 calendar days of receiving an invoice from the County; provided, however, that if the Road Repair Reimbursement is not paid within such 60 calendar day period ("***RRR Due Date***"), then Project Entity shall be assessed a late payment penalty of (a) $500 per day until the County receives such Road Repair Reimbursement for the first 10 days after the RRR Due Date, (b) $1,000 per day until the County receives such Road Repair Reimbursement for the period from the 11th day through the 20th day after the RRR Due Date, and (c) $2,000 per day until the County receives such Road Repair Reimbursement for the period after the 21st day after the RRR Due Date.

(e) Project Entity, Project Parties and Tenant may not widen or change the course of any County Road without the consent of the County. As a condition to granting such consent, which shall not be unreasonably withheld, the County may require Project Entity to take any other precautions and covenants which may be reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property landowners. Project Entity agrees to obtain any necessary permission or right from private property landowners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.

8. Default.

(a) The County Authorities may declare a default hereunder if Project Entity in the absence of a Force Majeure, fails, refuses, or neglects to comply with any of the material terms or conditions of this Agreement and fails to cure during the cure period described herein. Project Entity may, from time to time, notify the County in writing of all parties, including their mailing address for notice purposes, who the Project Entity wishes to receive a copy of any notices of default (collectively, "***Other Notice Parties***") with it being understood and agreed that the County shall have no duty to any persons for whom it has not been notified of in writing or to any persons or entities not included in the most recent notification received by the County. Subject to the above, the County shall notify Project Entity and Other Notice Parties of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and Project Entity shall have the periods of time specified herein to cure any default. Any Other Notice Party for which the County has notice shall have the right to cure any defect, during the same cure periods provided for Project Entity under this Agreement. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER ROAD USE, LOCAL PLANS, AND FIRE SAFETY TRAINING AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR ROAD USE, LOCAL PLANS, AND FIRE SAFETY TRAINING AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE ROAD USE, LOCAL PLANS, AND FIRE SAFETY TRAINING AGREEMENT.

(b) In the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty (20) business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected party. Notwithstanding anything to the contrary, herein or otherwise, an event of Force Majeure shall not relieve, excuse, or suspend the Project Entity's obligations to timely pay all monetary obligations set forth in this Agreement, including, without limitation the Road Repair Reimbursement.

(c) If the County Authorities declare a default of this Agreement, this Agreement shall terminate as to the Phase to which the default applies (after notice and opportunity to cure as provided for herein). The County Authorities shall notify Project Entity of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and Project Entity shall have sixty (60) calendar days from the date of such notice to cure any default; provided, however, that with respect to any default (other than a monetary payment default) where fulfillment of any obligation requires more than sixty (60) calendar days, performance shall be commenced within sixty (60) calendar days after the receipt of notice, and such performance shall be diligently continued until the default is cured; provided that with respect to any default (other than a monetary payment default) the Project Entity may seek judicial relief to determine whether an alleged default has occurred or whether a cure has been sufficient, and no termination of this Agreement shall occur during the pendency of such a judicial proceeding. If the default cannot be cured, or if Project Entity fails to cure within the period herein specified, the County may by written notice elect to terminate the Agreement as to the Phase to which the default applies.

(d) Notwithstanding the preceding portions of this section, if any default arises from a violation of law resulting from a change in law, or a change in the interpretation or enforcement of law, by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to cure such default prepared by such defaulting party and delivered to the other party.

(e) If the Project Entity believes that County is in default of its obligations under this Agreement, the Project Entity shall give the County written notice specifying the default, and the County shall cure such default within sixty (60) days of the date of the notice from the Project Entity. After any uncured default by County, the Project Entity may file suit in a proper court as permitted by this Agreement. THE PROJECT ENTITY AGREES, TO THE EXTENT THAT INJUNCTIVE OR DECLARATORY REMEDIES ARE AVAILABLE AND WOULD PROVIDE FULL RELIEF, TO PURSUE INJUNCTIVE OR DECLARATORY REMEDIES, INCLUDING WITHOUT LIMITATION SPECIFIC PERFORMANCE, AS PREFERRED REMEDIES. IN NO EVENT WILL THE COUNTY BE LIABLE TO PROJECT ENTITY FOR ANY DAMAGES, COSTS OR EXPENSES INCURRED BY PROJECT ENTITY, INCLUDING, WITHOUT LIMITATION, THE COST OR EXPENSES INCURRED IN OBTAINING A JUDGMENT.

(f) THE PROJECT ENTITY SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE (INCLUDING THE COUNTY JUDGE EXECUTING THIS AGREEMENT AND ANY FUTURE COUNTY JUDGES), THE GRAY COUNTY COMMISSIONERS (INCLUDING THE GRAY COUNTY COMMISSIONERS SERVING ON THE COMMISSIONERS COURT AT THE TIME THIS AGREEMENT IS EXECUTED AND ALL FUTURE GRAY COUNTY COMMISSIONERS), THE APPRAISAL DISTRICT, AND THE EMPLOYEES, AGENTS, REPRESENTATIVES, AND ATTORNEYS EMPLOYED BY THE COUNTY (COLLECTIVELY "***INDEMNIFIED PARTIES***"), HARMLESS FROM AND AGAINST ALL SUITS, ACTIONS, PROCEEDINGS, CAUSES, CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, AWARDS, JUDGMENTS, COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) AND EXPENSES (COLLECTIVELY "***CLAIMS***") (A) ARISING OR OCCURRING AS A RESULT OF (I) PROJECT PARTIES OPERATIONS OR ACTIVITIES WITHIN THE REINVESTMENT ZONE, (II) ANY ACT OR OMISSION BY PROJECT PARTIES, (III) PROJECT PARTIES VIOLATION OF ANY APPLICABLE LAWS, (IV) CONSTRUCTING, INSTALLING, MAINTAINING, USING, OPERATING, REPAIRING, REPLACING, RELOCATING, OR REMOVING THE IMPROVEMENTS BY PROJECT PARTIES, (V) THE BANKRUPTCY OR INSOLVENCY OF THE PROJECT ENTITY, OR (B) BROUGHT BY ANY PERSON OR ENTITY CHALLENGING, IN ANY WAY, THE VALIDITY OF THIS AGREEMENT, THE REINVESTMENT ZONE, OR THE ACTIONS OF THE INDEMNIFIED PARTIES IN RELATION TO THIS AGREEMENT AND/OR THE REINVESTMENT ZONE. "***Project Parties***" shall mean the Project Entity, any Affiliates, any member of the Investor Group as well as such parties officers, directors, partners, members, affiliates, lenders, employees, shareholders, attorneys, lessees, sublessees, licensees, invitees, contractors (and the contractor's employees, agents, representatives, and successors), subcontractors (and the subcontractor's employees, agents, representatives, and successors), consultants, agents, representatives, and all other persons or entities who enter into the Reinvestment Zone at the direction or request of the Project Entity. The reference to any persons or entities other than Project Entity in the preceding sentence, for all purposes of this Agreement, (a) shall only be construed to include such persons or companies to the extent of their actual activities with respect to the Project, and (b) shall not be construed to include such persons or companies to the extent of their actual activities with respect to anything other than the Project.

(g) If the County has the right to terminate this Agreement as to a particular Phase because Project Entity has failed to cure a default within the applicable notice and cure period under this Agreement, and if County elects in writing to so terminate this Agreement as to such Phase, then County may also elect in writing to terminate Project Entity's rights under the

Tax Abatement Agreement as to such Phase. The County's rights to terminate the Tax Abatement Agreement as to a Phase as described in the preceding sentence may be exercised simultaneously with the County's election in writing to terminate this Agreement as to such Phase without needing to give the Project Entity any additional cure period under the Tax Abatement Agreement. The preceding termination rights in this paragraph shall not apply if Project Entity has cured the applicable default prior to County's written notice of termination.

9. Compliance with State and Local Regulations. Nothing in this Agreement shall be construed to alter or affect the obligations of the applicable Project Entity, Affiliates, Project Parties, and/or any permitted assigns to comply with any ordinance, rule, or regulation of the County or laws of the State of Texas.

10. Assignment of Agreement. This Agreement may not be assigned by Project Entity without the approval of the County Authorities by resolution or order of Commissioners Court, except the Project Entity may assign its rights and responsibilities hereunder (including separate assignments by Phase to separate Affiliates) without the County Authorities' consent to any Affiliates, or entities within the Investor Group which acquires all or any portion of the Project Entity's interest in the Improvements, the Property (including fee simple, leasehold and easement rights), the Tax Abatement Agreement, or the Project; provided, however, that in each case, the Project Entity shall give written notice of any such assignment to the County Authorities. Any assignment, including without limitation an assignment to another Affiliate, a permitted assignee, or an entity within the Investor Group, or a partial assignment as to a Phase, shall require that all conditions and obligations in this Agreement applying to the interest acquired by the assignee shall be assumed by the assignee, and upon such assumption, Project Entity (or any Affiliate, permitted assignee or entity within the Investor Group other than such assignee) shall have no further rights, duties or obligations under the Agreement to the extent such rights, duties or obligations apply to the interest acquired by the assignee. Upon the receipt by the County of an assignment under this Paragraph, the successor shall have all or a portion of the rights and entitlements and obligations as the "Project Entity" under this Agreement, in the same manner and with like effect as if the successor had been the original Project Entity and a signatory to this Agreement, all as specified in the assignment. No assignment shall be approved if the County Authorities have declared a default hereunder that has not been cured. Approval by the County Authorities shall not be unreasonably withheld. The parties hereto agree that a collateral assignment of Project Entity's interest in this Agreement as a security interest for the benefit of a lender or other financing party or member of the Investor Group shall not require the County's consent or notice to the County. Notwithstanding anything to the contrary, herein or otherwise, no assignment shall be allowed to (a) a Nontaxable Entity, or (b) any person or entity prohibited by the Lonestar Infrastructure Protection Act. "***Non-taxable Entity***" shall mean any person or entity that is exempt from property taxation under applicable law.

11. Notice. All notices shall be in writing. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States mail, first-class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Project Entity: IP Meitner LLC
C/O Intersect Power, LLC

Attn: Christian Fiene
9450 SW Gemini Drive PMB #68743
Beaverton, Oregon 97008-7105
Email: christian@intersect.com

With a copy to: legal@intersect.com
ops@intersect.com
zach@intersect.com

To County: The Honorable Chris Porter
Gray County Judge
205 N. Russell
Pampa, Texas 79065

With a copy to:

Either party may designate a different address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

12. Entire Agreement. This Agreement, including the recitals hereto contain the entire and agreement between the parties and supersedes all other negotiations and agreements between the parties relating to County road use, fire safety and training, and local spending plans for the Project, whether written or oral.

13. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be declared or held to be invalid or unenforceable by any court, governmental authority or agency having jurisdiction over the subject matter of this Agreement, the remaining terms of this Agreement and the application of such term or provision to any other person or circumstance shall not be affected by such declaration or holding and shall be valid and enforceable as allowed by law.

14. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Texas without giving effect to its conflict of law rules. Venue for any action relating to the interpretation or performance of this Agreement or to enforce any right or obligation relating to this Agreement shall be exclusively in the State Courts of Gray County, Texas. Project Entity hereby irrevocably waives any right or ability to remove any dispute to Federal Court and further hereby irrevocably submits to the jurisdiction of the Gray County State Courts; provided, however, that it is understood and agreed that any action that may only be heard in Federal Court shall be brought in Federal Court, or may be removed to Federal Court if brought in State Court.

15. Amendment. Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have

originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement.

16. Headings. The section headings contained in this Agreement are for purposes of reference and convenience only and shall not limit or otherwise affect in any way the meaning of this Agreement.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one original.

18. Ratification. All of the terms, covenants and conditions of the Agreement are in full force and effect, and the Agreement is hereby ratified and confirmed.

19. Open Records. If any person requests County to disclose any information of a confidential, proprietary or trade secret nature relating to Project Entity, this Agreement or any of the applicable facilities under the Texas Public Information Act (Tex. Gov't. Code Ann Sec. 552.001 et seq.) or any equivalent or successor statute (the ***"Open Records Act"***) and such information is subject to, or potentially subject to, an exception under the Open Records Act, then prior to making any such disclosure and to the extent permitted under applicable law, County shall promptly send notice to Project Entity of such request. Promptly, but no longer than four (4) business days after the Project Entity's receipt of such notice from County, Project Entity shall notify County in writing whether Project Entity opposes the release and desires County to request a determination from the Texas Attorney General (an ***"Opinion Request"***) as to whether the requested information must be disclosed pursuant to the Open Records Act. Contingent upon Project Entity's timely cooperation, County shall submit a request to the Texas Attorney General identifying the basis for any claimed exception; provided however that County shall only be required to comply with the foregoing to the extent that County, in good faith, believes there is a reasonable basis for claiming that the requested information is subject to an exception under the Open Records Act and the Open Records Act permits County to make an Opinion Request in the circumstance in question; and provided however that nothing herein shall prevent or limit Project Entity's right to claiming any exemption from disclosure it believes applicable directly to the Texas Attorney General. Project Entity shall bear the burden of establishing to the Attorney General the applicability of any sections of the Open Records Act claimed as an exception to disclosure in the Opinion Request by timely submitting written comments to the Attorney General. The Project Entity shall, within 30 calendar days of receiving an invoice from the County, reimburse the County for all reasonable, documented, third-party out of pocket costs and expenses incurred by the County in complying with this Paragraph, including, without limitation, attorney fees and legal expenses.

20. Employment of Undocumented Workers. During the term of this Agreement, Project Entity agrees not to knowingly employ any undocumented workers as defined in Section 2264.001 of the Texas Government Code.

21. Estoppel Certificates. Each party on written request from the other party shall provide an estoppel certificate that shall certify, as of the date of the certificate: (i) that this Agreement is in full force and effect without default if such is the case, (ii) the remaining term of

this Agreement, and (iii) such other matters as may be agreed upon by the parties, a party's consent to inclusion of other matters not to be unreasonably withheld. A party shall provide the estoppel certificate or an explanation of why the party is not willing to provide the certificate within thirty (30) days of receiving a request. The Project Entity shall, within 30 calendar days of receiving an invoice from the County, reimburse the County for all reasonable, documented, third-party out of pocket costs and expenses incurred by the County in complying with this Paragraph, including, without limitation, attorney fees and legal expenses.

22. Reimbursement of Expenses. Project Entity agrees to reimburse the County for all attorney's fees and expenses incurred by the County in connection with the negotiation and preparation of this Agreement. Payment under this Section shall be made within 15 calendar days of execution of this Agreement by the County.

23. Project Entity shall take such steps as are reasonably necessary to see that all work on the Project Entity's portion of the Improvements is completed in a good and workmanlike manner.

24. Conditions to Agreement. This Agreement is expressly conditioned upon the following conditions, which must be satisfied throughout the entire term of this Agreement and with which Project Entity agrees to comply with at all times, subject, however, to the notice and cure rights of Project Entity set forth in this Agreement:

(a) Project Entity's compliance with all covenants and obligations undertaken by Project Entity pursuant to the terms of this Agreement.

(b) Project Entity shall materially and reasonably comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any governmental authority applicable with respect to this Agreement (collectively, "***Applicable Law***").

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties as of the Effective Date.

* * *

[signature page follows]

IP MEITNER, LLC

By: ______________________

Print Name: SIMON ROSS

Title: CCO

GRAY COUNTY, TEXAS

By: ______________________
The Honorable Chris Porter
Gray County Judge

ATTEST:

By: ______________________
Dee Dee Laramore
County Clerk