TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (hereinafter "Agreement") is entered into by and between Freestone County, Texas (hereinafter "County") and C1 Freestone 1, LLC, a Delaware limited liability company and its agents, contractors, or other designees (hereinafter "Owner") on the date of the last to sign ("Effective Date").

WHEREAS, the County is authorized to enter into Tax Abatement Agreements pursuant to Chapter 312 of the Texas Tax Code (the "Tax Code"), and

WHEREAS, the County has adopted Tax Abatement Guidelines which provide criteria governing tax abatement agreements to be entered into by the County as contemplated by the Tax Code; and

WHEREAS, the County has adopted a resolution stating that it elects to be eligible to participate in tax abatement in accordance with the Tax Code; and

WHEREAS, the County Commissioners' Court has established County Reinvestment Zone No. 12 ("Reinvestment Zone") in accordance with Section 312.401 of the Tax Code; and

WHEREAS, the Premises is located within the Reinvestment Zone; and

WHEREAS, the County Commissioners Court finds that the improvements and additions proposed by the Owner will benefit the economy of the County and the State of Texas, create jobs, and increase the local tax base; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Owner's Premises is located; and

WHEREAS, the Commissioners Court finds that the Owner's project is feasible and practicable and would be of benefit to the land included in the Reinvestment Zone, and the taxing units with jurisdiction over the land after expiration of this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual obligations and promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the County and Owner agree as follows:

1. Premises. As used herein "Premises" refers to the real property described in Exhibit "A" which is attached hereto and incorporated herein. Owner may own the real property, or it may have leasehold or easement rights in the real property as a lessee or grantee. Owner will be the owner of all Real Property Improvements that it constructs and installs on the Premises pursuant to this Agreement.

2. General Real Property Improvement Project Description. Development and construction/installation of data center facilities. These facilities will be leased to hyperscaler

artificial intelligence companies and/or other companies requiring data storage. The first phase of Real Property Improvements shall be two (2) data centers of at least 90,000 square feet each (the "**First Phase**"). Additional real property improvements will be made in subsequent phases that will be of at least the same size and Capital Investment per data center as the First Phase (but will not necessarily include two data centers). A more specific identification of the improvements to the Premises to be made by Owner in the First Phase is attached as Exhibit "B" hereto and incorporated by reference herein (hereafter "Project").

The Project also will include a substantial amount of Personal Property Additions. A majority of the Personal Property Additions will be made by tenants to whom the Owner leases the data centers. The Capital Investment for these Personal Property Additions is expected to be multiple times the Real Property Improvement investment for each data center. Personal Property Additions made by tenants rather than by Owner are not covered by the abatement granted in this Agreement. Each tenant that seeks tax abatement must apply separately to the County with regard to abatement for its Personal Property Additions.

3. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

a. "Personal Property Additions" means the personal property and equipment installed on the Premises for the Project.

b. "Real Property Improvements" means buildings, structures, and items permanently affixed to the Premises. Each data center constructed on the Premises shall be a Real Property Improvement and shall be entitled to a separate tax abatement pursuant to this Agreement, with each such data center having its own Start Date.

c. "Premises" means the land tract(s) leased, under easement, or owned (or proposed to be leased, under easement or owned) described in Exhibit "A" attached hereto and incorporated herein for all purposes.

d. "Taxable Value" or "Tax Value" means the appraised value, for property tax purposes, of property as ultimately determined pursuant to the Tax Code.

e. "Start Date" means the date the Abatement Period starts for a particular data center, which is January 1 of the calendar year immediately following the Completion Date, unless otherwise specified herein.

f. "Completion Date" means the date that the construction and installation of a data center that is part of the Project is complete for its purpose as certified by Owner to the County.

g. "Projected Capital Investment" means the level of Capital Investment proposed in the Owner's Application for Tax Abatement. Owner has projected a Capital Investment of approximately **$600,000,000** total for the First Phase. This is the Minimum Capital Investment for purposes of this Agreement.

h. "Capital Investment" for a data center comprising part of the Project shall be the cost of such data center on its Completion Date as certified by the Owner to the County. Owner shall provide the County and the Appraisal District with all reasonably requested information as to the actual cost of each data center that comprises part of the Project. Actual cost as used herein relates to the design, acquisition, construction and installation of components of a data center that will add taxable value (but for the exemption provided by this Agreement) to the tax rolls of Freestone County and includes all hard and soft costs with respect thereto, including, without limitation, permit fees and capitalized interest, but excluding main office (i.e., CyrusOne, LP, main office) overhead. The Capital Investment for each data center must be reported by Owner with the Certificate of Completion to the County. Any item that is separately excluded from property taxation by state law (except as a result of the tax abatement pursuant to this Agreement) does not count towards the Capital Investment of the Owner.

i. "Force Majeure" means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God and the public enemy, pandemics, epidemics, strikes, lockouts or other industrial disturbances, inability to obtain material or equipment or labor, wars, blockades, insurrections, riots, epidemics, 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 equipment, any laws, rules, orders, acts or restraint of government or governmental body or court, or the partial or entire failure of fuel supply or delays in grid connection, permitting, or material availability or any other event that is beyond the reasonable control of the party claiming Force Majeure.

j. "Reinvestment Zone" means County Reinvestment Zone No. 12.

k. "Base Year" means the 2025 tax year for the First Phase. The Base Year for subsequent phases is the Tax Year previous to the commencement of construction for the subsequent phase.

l. "Term of Abatement" or "Abatement Period", unless terminated sooner as provided elsewhere herein, means, for each data center constructed on the Premises, the period from and after the Start Date for such data center during which 100% tax abatement for County ad valorem taxes is granted, which period shall last 10 years. Note: Each data center that comprises part of the Project is entitled to 10 years of abatement as long as the Real Property Improvements are commenced during the 10 year term of the Abatement Period for the First Phase.

m. "Abatement Year" means a tax year included in the Abatement Period for a particular data center.

n. "Secured Party Lender" means any entity providing financing, tax equity financing, power purchase commitments, or hedge commitments for the Project and/or who may have liens or security interests on the Additions and Improvements, and any assignees thereof.

o. "Appraisal District" means Freestone County Appraisal District.

4. Term of Agreement. This Agreement becomes effective upon the Effective Date and unless terminated sooner as provided elsewhere herein, shall terminate at the expiration of the Abatement Period for the last constructed data center that is subject to this Agreement.

5. Base Year Value. The Base Year value for the proposed Real Property Improvements for the First Phase is agreed to be the Tax Valuation of the Premises for the 2025 Tax Year. For subsequent phases the Base Year shall be the Tax Year previous to the commencement of construction of that phase.

6. Projected Completion Date. Owner anticipates completing phase one (i.e., the construction of at least two data centers whose aggregate Capital Investment is at least $600,000,000) of the Real Property Improvements on or before December 31, 2027, delays for Force Majeure excepted. The Commissioners Court, by majority vote, can, in its sole discretion, extend the Completion Date for good cause. If the Project is not completed on or before the Completion Date (or extended Completion Date if applicable), Force Majeure excepted, the County may, as its sole remedy, terminate this Agreement.

7. Grant of Abatement. Subject to the terms and conditions of this Agreement, and payment to the County of PILOTS by the Owner as addressed below, County hereby grants the Owner an abatement of all County property and ad valorem taxes for each data center and all Real Property Improvements associated therewith and Personal Property Additions located therein which are owned by Owner, at all tax rates in effect during the Abatement Period, as follows:

Abatement Schedule

Abatement Year	Abatement Percentage
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
8	100%
9	100%
10	100%

Owner may, in its sole discretion, cause the Start Date for a particular data center to be a date earlier than January 1 of the calendar year immediately following the Completion Date of such data center by delivering a Notice of Abatement Commencement. If delivered by Owner, the

Notice of Abatement Commencement shall contain the following statement: "Owner elects for the abatement period for this data center to begin on January 1, 202__"; the date stated in the Notice of Abatement Commencement shall be the Start Date. Owner shall deliver the Notice of Abatement Commencement not later than the December 31st that immediately precedes the elected January 1 Start Date for such data center. Owner shall only be permitted to deliver a Notice of Abatement Commencement as to a particular data center if it reasonably anticipates achieving the Completion Date for such data center during the calendar year that it has elected be the first year of the Abatement Period for such data center.

As stated above, the Owner shall, subject to rendition to the Appraisal District, also be entitled to abatement of taxes on Personal Property Additions added by Owner incidentally as part of a Real Property Improvement phase (it being understood that any property tax abatements or other property tax incentives as to Personal Property Additions of Owner's tenants shall be separately negotiated by any such tenant and the County and shall not be subject to this Agreement, except that Chapter 312 of the Tax Code provides that the duration and portion of value of property that is to be exempt for each abatement within the same reinvestment zone must be the same). The investment in the Personal Property Additions owned by Owner must be included in calculation of the PILOT payment due to the County. The physical boundary of each data center that receives a tax abatement pursuant to this Agreement shall not overlap the physical boundary of any other data center that receives a tax abatement pursuant to this Agreement.

8. Payment in Lieu of Taxes. A tax abatement of 100% of the Taxable Value of each data center that is part of the Project over the 10-year Abatement Period has been granted, and in return the County shall receive from the Owner as to each such data center Payments in Lieu of Taxes (hereinafter "PILOT" or "PILOTS") instead of actual unabated tax revenues.

The annual PILOT payment to the County with regard to the Real Property Improvements in the First Phase shall be no less than the following amounts for each year of the Abatement Period (10 years):

Abatement Period Year	PILOT
1	$850,425.00
2	$850,425.00
3	$850,425.00
4	$850,425.00
5	$850,425.00
6	$850,425.00
7	$850,425.00
8	$850,425.00
9	$850,425.00
10	$850,425.00

The PILOT payment is based on 50% of the total *estimated* tax revenues that the County would have received over the ten (10) years but for the abatement divided by 10.

No protest, nor any future change to the County's tax rate shall affect the amount of the PILOT payments.

The PILOT payment must be paid on or before each January 31 following the Abatement Period Year with respect to which the payment is made. If the First Phase is constructed, then the PILOT payment shall never be less than the amounts stated above, it being understood that if the First Phase is not constructed in accordance with this Agreement and thus there is no tax abatement pursuant to this Agreement, then no PILOT payments pursuant to this Agreement shall be owed. If the Capital Investment in Phase I exceeds $600,000,000 the PILOT will be increased proportionally. For Future Real Property Improvement Phases the PILOT will be determined by using the same method used to determine the PILOT for Phase I.

The Abatement Period for future Real Property Improvements phases beyond the First Phase will necessarily stretch beyond the initial Abatement Period. Once the 10-year Abatement Period for the initial Real Property Improvements ends, those initial Real Property Improvements shall become taxable and the PILOT payment will be adjusted to account for those Real Property Improvements no longer being part of the PILOT payment calculation. In no circumstance shall any future Real Property Improvements extend the initial or any prior Real Property Improvement Abatement Period beyond 10 years.

For clarification, this is a tax abatement agreement, and the **Owner must meet the requirements for tax abatement to retain the 100% abatement of property taxes**. This Tax Abatement Agreement provides for a different method of benefiting the County directly. Instead of receiving unabated taxes the County receives the PILOT payment. Failure to timely pay the PILOT payment shall be a breach of this Agreement.

9. No Sale or Assignment to Tax Exempt Entity.

a) If a sale, lease, or allocation of the Project is made to an entity exempt from Texas property taxation, and such results in a portion of the Project becoming exempt from property taxation, then the County may terminate this Agreement, and the abatement granted hereunder. If this occurs, the Owner must repay the County any taxes abated related to the portion of the Project that has become exempt from year 1 to when the portion of the Project became tax exempt. Payment will be made no less than 30 days after the sale, lease or allocation occurs. Owner will receive a credit for PILOTS already paid related to the portion of the Project that has become exempt.

b) Alternatively, if Owner wishes to elect to keep the tax abatement agreement in place for the rest of the Project that is not exempt from property taxation under Section 9(a) above, then the Owner may elect to pay in a lump sum the present value of taxes that will be lost to the County with regard to the exempt portion of the Project over the 20 year period after the portion of the Project becomes exempt using a calculation reasonably agreed to by the parties in writing, but if unable to be agreed to, resolved by binding mediation to take place in Freestone County, Texas before a mediator selected by the County from the approved list of mediators maintained by the Federal District Court in Waco. Owner will receive a credit for any PILOTS already paid related to the portion of the Project that has become exempt.

c) If title to, use of, or an interest in the lease of the Premises or the Additions and Improvements, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental unit or agency, or by any person, firm or corporation acting under governmental authority or statutory authority, other than a taxing unit that assesses or could assess ad valorem taxes against the Additions and Improvements, a local or county governmental entity having taxing jurisdiction over the subject property or another party acting under such governmental entity's authority, and Owner does not contest the condemnation up to including the final, non-agreed judgment of a state district court (or County Court-at-Law if applicable); then Owner shall pay as a first and priority obligation to the County out of the condemnation proceeds the same payment as would have been paid to the County under 9(a) above if the transfer was an agreed sale to a tax exempt entity. Owner will be given a credit for PILOTS already paid related to the portion of the Project that is condemned.

10. Unabated Taxes. Owner shall pay all unabated taxes, if any, when due. Subject to the notice and cure rights set forth in this Agreement, failure to do so may result in termination of this Agreement. If Owner protests the Taxable Value of the Project, then Owner shall pay the taxes due to the County on the portion of the Taxable Value not protested after application of the Abatement Percentage (as set out in the table included in Section 7 of this Agreement). Once the Taxable Value is determined and the Abatement Percentage is applied, the Owner shall pay the taxes due, if any, on the Taxable Value not abated within 30 days.

Taxes assessed prior to the beginning of the Abatement Period are not abated and shall be paid by Owner prior to such taxes becoming delinquent, subject to the right of Owner to timely and properly protest such taxes in accordance with Tax Code, Chapter 42 or its successor. Owner shall notify County in writing of any such protest, and keep the County informed of the results thereof. If the protest is denied, Owner shall have the right to appeal the matter to state district court but shall pay the portion of the tax required by Tax Code, Section 42.08 or its successor.

Nothing herein shall prevent the County from enforcing the collection of taxes owed to the County in any manner provided under the Tax Code, including placing a lien on relevant property. The County shall be entitled to recover any penalties, interest, court costs and attorney's fees allowed under the Tax Code, and this includes for the collection of previously abated taxes that must be repaid under any provision of this Agreement.

11. Owner's Obligations. Owner shall, subject to events of Force Majeure and casualty where applicable:

a. Acquire the Premises;

b. Install and construct Real Property Improvements to be completed by the Project completion date referenced in Section 6 of this Agreement (subject to extension as provided herein) and thereafter operate the Project for the purposes described in this Agreement. The Real Property improvements for the First Phase shall be at least two (2) data centers of at least 90,000 square feet each, and having a total Minimum Capital Investment for both data centers of at least $600,000,000.

c. Create and maintain for the term of this Agreement, but starting on the first day of completion and operation of the second data center that is part of the First Phase, an average for each calendar year or portion thereof of at least 40 full time jobs in the County having an annual payroll of at least $2,200,000 (prorated for partial years). Jobs created by a tenant of the Owner count towards the Owner's employment obligation;

d. Comply with all certification and reporting requirements set forth in this Agreement;

e. Comply with the terms of this Agreement;

f. Provide the Appraisal District with documentation and information reasonably requested in writing and in the possession of Owner for each Tax Year that will assist in determining the Taxable Value. This information shall be provided no later than April 15 (provided that the written request from the Appraisal District is delivered to Owner at least fifteen days in advance thereof), subject to extension as allowed by law; notwithstanding the foregoing provision of this paragraph, Owner shall not be required to provide to the Appraisal District confidential, proprietary or sensitive information (and may as an option redact such information from what Owner delivers to the Appraisal District);

g. In good faith use its commercially reasonable efforts, to the extent reasonable and logistically practical, to contract with companies and businesses located within the County that are economically competitive and qualified to provide goods and services for the Project. County acknowledges that Owner or any such contractor shall procure specialty equipment and specialty materials, directly from the manufacturers or distributors of such equipment and materials; County agrees that such actions shall not in any way violate Owner's covenants in this paragraph; and

h. Comply with applicable federal, state and local laws in its operations.

13. <u>Owner's Obligations with Regard to Future Real Property Improvement Phases.</u>

For future data centers for which Owner desires a tax abatement pursuant to this Agreement, the Owner shall:

a. Provide the County with: a description of the data center; a certification as to the Capital Investment (which must not be less than $150,000,000 per data center); and a projected completion date;

b. Abide by the same terms and conditions set forth in this Agreement;

c. Provide for job creation; and

d. Pay the County, as it becomes due, an adjusted PILOT payment once the future Real Property Improvements are completed, as they are completed.

14. Default, Remedies and Recapture.

14.1 Upon breach by Owner of any material obligation under this Agreement, the County shall notify Owner in writing, and Owner shall have sixty (60) days from receipt of the notice in which to cure any such breach. If the breach cannot reasonably be cured within a sixty (60) day period, and Owner has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the County shall extend the period in which the breach must be cured for an additional ninety (90) days. If Owner fails to cure the breach within the time provided as specified above or, as such time period may be extended by agreement, then the County, at its sole option, shall have the right to terminate this Agreement by written notice to Owner or modify this Agreement, with any modifications requiring Owner's agreement. Failure to timely pay a PILOT is grounds for immediate termination on 30 days written notice.

However, if the breach of this Agreement is caused by an event of Force Majeure, the cure period shall be extended as reasonably appropriate to cure the breach, subject to the Owner providing to the County a plan of action to cure the breach that is of a reasonable duration. The time to cure shall not extend the Abatement Period. A breach of this Agreement caused by an event of Force Majeure that is incapable of being cured shall not give rise to the recovery of previously abated taxes, however, the County may terminate this Agreement as to any future abatement. This provision does not apply to a breach by failure to timely pay a PILOT.

14.2 In the event of a breach by Owner, the County, in addition to any notice to Owner, shall promptly provide written notice of such breach to any Secured Party Lender to the extent known to the County. For a Secured Party Lender to be entitled to this notice, the Owner or the Secured Party Lender must have notified the County in writing of the Secured Party Lender's interest in the Project. Any Secured Party Lender shall have the right to cure such breach in accordance with the provisions of this Agreement, provided that no cure period shall commence until receipt of written notice of breach from County by such Secured Party Lender. Owner and its Secured Party Lender shall provide written notice of any assignment of a financing obligation or security interest or lien. Absent such notice of assignment, notice to the last known Secured Party Lender shall be effective.

14.3 Termination by the County because of an uncured breach automatically terminates the tax abatement granted herein, and the Owner will not be entitled to any abatement from that date forward. If the nature of the breach resulted in the Owner receiving tax abatement in one or more previous years to which the Owner was not entitled, the County may recover from the Owner the taxes that should have been paid in those years but for the abatement, subject to a credit for PILOTS paid by the Owner to the County.

14.4 Default by County. If Owner believes that any attempted termination of the Agreement by County is improper or that County is otherwise in default of its obligations in this Agreement, Owner may file suit in the proper court with respect to such attempted termination or event of default. OWNER'S SOLE REMEDY WILL BE REINSTATEMENT OF THIS AGREEMENT AND SPECIFIC PERFORMANCE BY THE COUNTY.

14.5 The separate Real Property Improvement phases shall not be considered as separate obligations for purposes of default. A default on any Real Property Improvement is a default as to

all of the Real Property Improvements. However, a default by a tenant on its abatement agreement for tenant's Personal Property Additions shall not be considered a default as to this Agreement.

15. Miscellaneous Terms and Conditions.

15.1 Attorney's Fees. If on account of any breach or default by either party of its obligations under the terms, conditions, or covenants of this Agreement, it shall be necessary for the other party to employ an attorney or attorneys to enforce or defend any of the rights or remedies hereunder, and should the party prevail, the party shall be entitled to any reasonable attorney's fees, costs, or expenses it incurs in connection herewith.

15.2 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, unless such would destroy a material benefit of the bargain to either party.

15.3 Texas Law to Apply. This Agreement shall be construed under and in accordance the laws of the State of Texas without regard to conflicts of law principles, and all obligations of the parties created hereunder are performable in Freestone County, Texas, and venue of all disputes shall lie in a court of competent jurisdiction in Freestone County, Texas.

15.4 Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.

15.5 Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

15.6 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies unless specifically limited by this Agreement. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

15.7 No Waiver. No waiver by a party in any event of default, or breach of any covenant, condition or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

15.8 Assignment. This Agreement shall be binding on and inures to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement may be assigned by Owner on an exclusive or non-exclusive basis, as part of an agreement to grant, sell, lease, convey or assign all or a portion of Owner's interest in the Agreement or the Project Facilities upon written notice to the County and written assumption of the obligations hereunder by such assignee, If such assignment is to a person or entity that is an

Affiliate of Owner, or to a person or entity that has substantially similar or better financials than the assignor, then such assignment is not subject to approval of the County (it being agreed that this Agreement may be assigned to multiple Affiliates of Owner in a circumstance in which there will be multiple owners or lessees of the Premises, none of which assignments shall require the consent of the County; however, in a circumstance in which there are multiple parties as Owner, (a) any breach by one such party shall be treated as a breach of the entire Agreement; and (b) the conditions set forth in this Agreement shall apply the all such Owners globally (for illustration purposes, if there are for example two owners of the Premises and each owner constructs a data center having a Capital Investment of $300,000,000 and with 90,000 square feet of size, then the condition that there be at least two data centers constructed on the Premises having at least $600,000,000 Capital Investment with at least 90,000 square feet each shall be met). If such assignment is to a person or entity that is not an Affiliate of Owner, or does not have substantially similar or better financials than the assignor, then such assignment is subject to approval of the County, which shall not be unreasonably withheld or delayed. The approval of the County shall be deemed to have occurred if the County fails to take action with respect to any such assignment within thirty (30) days after receipt of notice of such assignment. No consent of the County is required for any change in ownership of Owner as long as the County is notified in writing thereof. In addition, the Owner, without approval of the County, may assign, transfer, mortgage or pledge this Agreement in whole or in part to create a security interest for the benefit of a "Secured Party Lender" provided however, that any rights of the Secured Party Lender or third-party assignee or purchaser are subject to the same provisions as set forth in this Agreement. The County will provide a Secured Party Lender who is known of a copy of any Owner Default Notice. The County does not subordinate its right to collect property taxes or PILOTS to any security interest or assignment. Further, an assignment does not re-start the time to cure under a notice of default.

(a) For purposes of this Section, an "Affiliate" means a Subsidiary or a person who controls, is controlled by, or under common control with another person, where a person shall be deemed to control another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person through an ownership interest; and "Subsidiary" shall have the meaning assigned to it in the Texas Business Organizations Code.

15.9 No Conflicts. Owner represents and warrants that no member of the Commissioners Court has an interest in the Premises subject to this Agreement and the Premises is not owned or leased by any member of the Commissioners Court. Owner further represents that no member of the Commissioners Court has a substantial interest in the Owner.

15.10 No Joint Venture. The County, by approving the application and this Agreement, assumes no liability or responsibility therefore or for any defect in any Real Property Improvements made to the Premises. The relationship between County and Owner at all times shall not be deemed a partnership or joint venture for purposes of this Agreement.

15.11 Other Abatements. It is further understood that this is not a joint agreement between taxing units and, Owner shall not be entitled to any additional abatement from County above what is granted herein under any other law by virtue of entry into this Agreement. Should Owner receive or be adjudged entitled to any additional abatement from the County of any form

of tax under the law by virtue of entry into this Agreement, the amount of the abatement under this Agreement shall, to the extent allowed by law, be reduced by the amount of such additional abatement.

15.12 Approvals. Assuming Owner is not in breach of this Agreement, any approvals required to be obtained from the County under this Agreement shall not be unreasonably withheld, denied or delayed by the County.

15.13 Notices. All notices required by this Agreement shall be addressed to the following, or other such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand or overnight delivery:

If intended for Owner, to:

C1 Freestone 1, LLC
c/o CyrusOne, LP
2850 N. Harwood St.
Dallas, Texas 75201
Attention: [_____]

With a copy to:

Haynes Boone, LLP
2801 N. Harwood St.
Dallas, Texas 75201
Attention: Jeff W. Dorrill

If intended for County, to:

County Judge, Freestone County
118 East Commerce St, Room 205
Fairfield, Texas 75840

15.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

15.15 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

15.16 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

15.17 Authorizations.

a. This Agreement was entered into by Owner pursuant to authority granted by one or more of its officers to execute this Agreement on behalf of Owner.

b. This Agreement was authorized by the minutes of the Commissioners' Court of Freestone County, Texas authorizing the County Judge, or designee, to execute the Agreement on behalf of Freestone County, Texas.

15.18 Negotiation Costs. To show its commitment to the community and that it intends to be a good corporate neighbor, and in recognition of the expense incurred by the County in coming to a mutually acceptable agreement, Owner agrees to reimburse the County for its reasonable and necessary attorney's fees and publication costs incurred in negotiation of this Agreement, not to exceed $50,000.

15.19. Road Repair and Usage. The Road Use Agreement is attached as Exhibit "C" and incorporated herein and is part and parcel of the consideration for this Agreement.

15.20 Setbacks. All physical, above-ground facilities shall be located at least 300 feet from any permanent residential structure which was in existence as of the initial date of this Agreement, whether or not occupied. The foregoing setback (i) may be relaxed or waived in writing by the applicable owner of the parcel of land over which such residential structure is located, and (ii) shall not apply to structures on property over which Owner has an ownership, leasehold or easement interest. Notwithstanding the foregoing or anything herein to the contrary, County hereby acknowledges and agrees that it shall not be a breach of this Agreement if, once any such facilities are installed, a residential structure is thereafter installed causing such facilities to be located within the aforementioned setback. The provisions in this paragraph are not applicable to roads, fences, barns, or other non-residential structures, or to uninhabitable residential structures.

15.21. Right to Inspect, Obtain Information. The County, acting through its officers or a designated agent or employee, shall have reasonable access to the Real Property Improvements to verify that the Real Property Improvements are made in accordance with this Agreement; provided that any inspection will be made at a mutually agreeable time after the County has given not less than 4 working days prior written notice and will be conducted in such a manner so as not to unreasonably interfere with the construction and operation of the Project; and all such inspections shall comply with Owner's safety procedures and will be accompanied by Owner's designated personnel.

15.22. Conflict with Guidelines. To the extent this Agreement modifies or varies from any requirement or procedure set forth in the Guidelines, those Guidelines are deemed amended (or a variance granted therefrom) for purposes of this Agreement only.

15.23. Annual Certification. On or before January 31 of each calendar year after the Start Date that this Agreement is in effect, Owner shall certify to the County its compliance with all material provisions of this Agreement. This annual certification shall be by an individual who is an authorized officer of Owner.

[signature page follows]

EXECUTED in duplicate originals this 17th day of December, 2025.

FREESTONE COUNTY, TEXAS

By: _____
Hon. Lloyd L. Lane
Freestone County Judge

ATTEST:

By: _____
County Clerk

EXECUTED in duplicate originals this the 17th day of December, 2025.

C1 Freestone 1, LLC
A Delaware limited liability company

By: _____

Print Name: John Westerman
Title: President

COMMISSIONERS COURT
FREESTONE COUNTY, TEXAS

FILED FOR RECORD
At 9 ,o'clock AM

DEC 17 2025

RENEE GREGORY
Clerk County Court, Freestone County, Texas
By _____

EXHIBIT A - Premises

DESCRIPTION OF A 506.556-ACRE (22,065,592 SQ. FT.) TRACT OF LAND SITUATED IN THE JAMES H. HAYWORTH SURVEY, A-272, THE A. RIDLIN SURVEY, A-542, THE SILAS H. BATES SURVEY, A-99 AND THE ELLIS BENSON SURVEY, A-104, FREESTONE COUNTY, TEXAS

Being a 506.556-acre (22,065,592 square foot) tract of land situated in the James H. Hayworth Survey, A-272, the A. Ridlin Survey, A-542, the Silas H. Bates Survey, A-99 and the Ellis Benson Survey, A-104, Freestone County, Texas. Said 506.556-acre tract being all of the residue of a called 506.254-acre tract of land conveyed to Freestone Power Generation, L.P., by deed recorded in Volume 1103, Page 685 of the Official Public Records of Freestone County, Texas. and being all of a 7.914-acre tract conveyed to the Freestone Power Generation, LLC, by deed recorded in File No. 2304588 of the Official Public Records of Freestone County, Texas, and being more particularly described as follows, with the basis of bearings being the Texas State Plane Coordinate System, Central Zone No. 4203 (NAD83) (2011) (Epoch 2010.00), all coordinates shown herein are grid coordinates and may be converted to surface by multiplying by the combined scale factor of 1.000008794, all distances are surface distances:

BEGINNING (N=10,678,655.11, E=3,604,695.00) at a ⅝-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner of the residue of said 506.254-acre tract, being a southwest corner of a called 1,075.668-acre tract conveyed to the Jason C. Webster, by deed recorded in File No. 2101954 of the Official Public Records of Freestone County, Texas, and being located in the east right-of-way line of FM Road 488 (width varies), from which a ½-inch iron rod with cap stamped "3B", bears South 80 deg. 13 min. 36 sec. West, a distance of 1.62 feet;

THENCE North 57 deg. 21 min. 47 sec. East, with a southeast line of said 1,075.668-acre tract, with the northwest line of the residue of said 506.254-acre tract, and with the northwest line of said tract herein described, a distance of 2,506.33 feet to a "T" post found for a northwest corner of said tract herein described;

THENCE South 77 deg. 52 min. 23 sec. East, with a southwest line of said 1,075.668-acre tract, with a northeast line of the residue of said 506.254-acre tract, and with a northeast line of said tract herein described, a distance of 747.03 feet to a "T" post found for a northeast corner of said tract herein described;

THENCE South 32 deg. 51 min. 15 sec. East, with a southwest line of said 1,075.668-acre tract, with a northeast line of the residue of said 506.254-acre tract, and with a northeast line of said tract herein described, a distance of 823.39 feet to a "T" post found for an angle point;

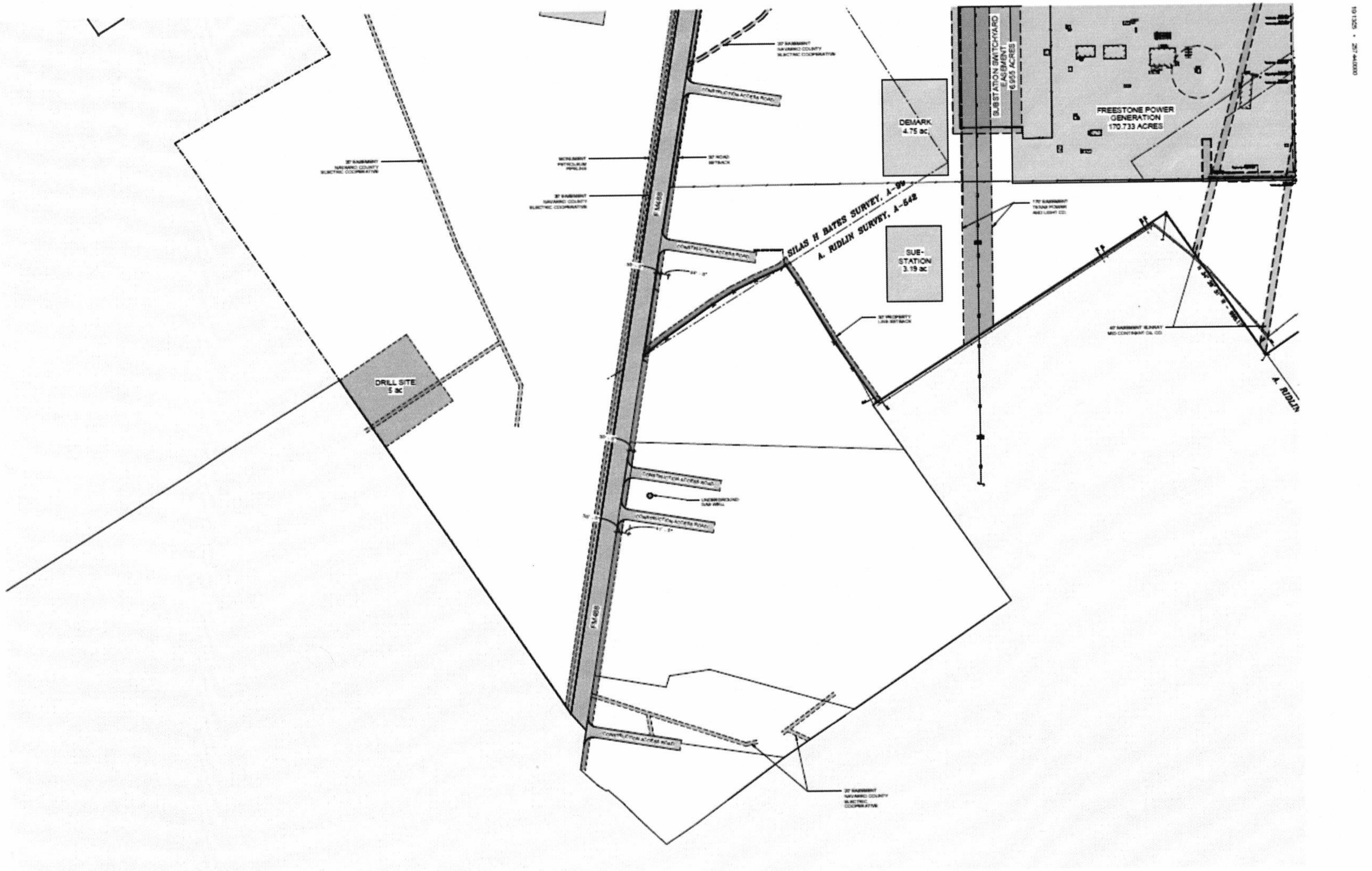
THENCE South 33 deg. 58 min. 26 sec. East, with a southwest line of said 1,075.668-acre tract, with a northeast line of the residue of said 506.254-acre tract and with a southwest line of a called 425.8-acre tract conveyed to the SJR Ranches LLC, by deed recorded in File No. 2204727 of the Official Public Records of Freestone County, Texas, and with a northeast line of said tract herein described, a distance of 3,744.99 feet to a "T" post found for the southeast corner of said tract herein described;

THENCE South 56 deg. 01 min. 36 sec. West, with a northwest line of said 425.8-acre tract, with a southeast line of the residue of said 506.254-acre tract, and southeast line of said tract herein described, a distance of 3,047.75 feet to a ⅝-inch iron rod found for a south corner of said tract herein described, located in the northeast line of a called 568.653-acre tract conveyed to the Metzgar MD 2016 Living Trust, by deed recorded in File No. 01662942 of the Official Public Records of Freestone County, Texas;

THENCE North 34 deg. 26 min. 51 sec. West, with a northeast line of said 568.653-acre tract, with a southwest line of the residue of said 506.254-acre tract, and southwest line of said tract herein described, a distance of 998.17 feet to a ½-inch iron rod found for an interior corner;

THENCE South 57 deg. 13 min. 45 sec. West, with a northwest line of said 568.653-acre tract, with a southeast line of the residue of said 506.254-acre tract, and southeast line of said tract herein described, a distance of 1,985.37 feet to a ½-inch iron rod found for a south corner of said tract herein described, located in the northeast line of a called 11.77-acre tract (Second Tract) conveyed to Harry R. and Mickie Millerd, by deed recorded in Volume 1089, Page 616 of the Deed Records of Freestone County, Texas;

THENCE North 34 deg. 36 min. 34 sec. West, with a northeast line of said 11.77-acre tract, with a southwest line of the residue of said 506.254-acre tract, and southwest line of said tract herein described, a distance of 239.32 feet to a "T" post found for an angle point, being the southeast corner of a called 11.77-acre tract (First Tract) conveyed to Harry R. and Mickie Millerd, by deed recorded in Volume 1089, Page 616 of the Deed Records of Freestone County, Texas;
THENCE North 34 deg. 25 min. 12 sec. West, with a northeast line of said 11.77-acre tract, with a southwest line of the residue of said 506.254-acre tract, and southwest line of said tract herein described, a distance of 184.88 feet to a ½-inch with cap "PR HILL JR RPS 1641" iron rod found for an angle point;
THENCE North 30 deg. 36 min. 18 sec. West, with a northeast line of said 11.77-acre tract, with a southwest line of the residue of said 506.254-acre tract, and southwest line of said tract herein described, a distance of 400.03 feet to a ½-inch with cap "PR HILL JR RPS 1641" iron rod found for an angle point;
THENCE North 33 deg. 43 min. 01 sec. West, with a northeast line of said 11.77-acre tract, with a southwest line of the residue of said 506.254-acre tract, and southwest line of said tract herein described, a distance of 128.09 feet to ½-inch iron rod, for an interior corner;
THENCE South 48 deg. 18 min. 45 sec. West, with a northwest line of said 11.77-acre tract, with a southeast line of the residue of said 506.254-acre tract, and a southeast line of said tract herein described, a distance of 29.80 feet to a ½-inch with cap "PR HILL JR RPS 1641" iron rod found for an angle point;
THENCE South 66 deg. 09 min. 06 sec. West, with a northwest line of said 11.77-acre tract, with a southeast line of the residue of said 506.254-acre tract, and a southeast line of said tract herein described, a distance of 167.12 feet to a ½-inch with cap "PR HILL JR RPS 1641" iron rod found for an angle point;
THENCE South 63 deg. 20 min. 30 sec. West, with a northwest line of said 11.77-acre tract, with a southeast line of the residue of said 506.254-acre tract, and a southeast line of said tract herein described, a distance of 141.29 feet to a ½-inch with cap "PR HILL JR RPS 1641" iron rod found for on angle point;
THENCE South 58 deg. 00 min. 01 sec. West, with a northwest line of said 11.77-acre tract, with a southeast line of the residue of said 506.254-acre tract, and a southeast line of said tract herein described, a distance of 138.75 feet to an angle point within a 22-inch oak tree;
THENCE South 55 deg. 04 min. 11 sec. West, with a northwest line of said 11.77-acre tract, with a southeast line of the residue of said 506.254-acre tract, and a southeast line of said tract herein described, a distance of 332.92 feet to a ½-inch capped iron rod found for an angle point;
THENCE South 52 deg. 23 min. 43 sec. West, with a northwest line of said 11.77-acre tract, with a southeast line of the residue of said 506.254-acre tract, and a southeast line of said tract herein described, a distance of 159.60 feet to a ½-inch iron rod found for the southwest corner of said tract herein described, located in the east right-of-way line of said FM Road 488;
THENCE North 09 deg. 30 min. 14 sec. East, with the east right-of-way line of said FM Road 488, with the west line of the residue of said 506.254-acre tract, and the west line of said tract herein described, a distance of 4,328.64 feet to the POINT OF BEGINNING and containing 506.556 acres (22,065,592 square feet) of land.



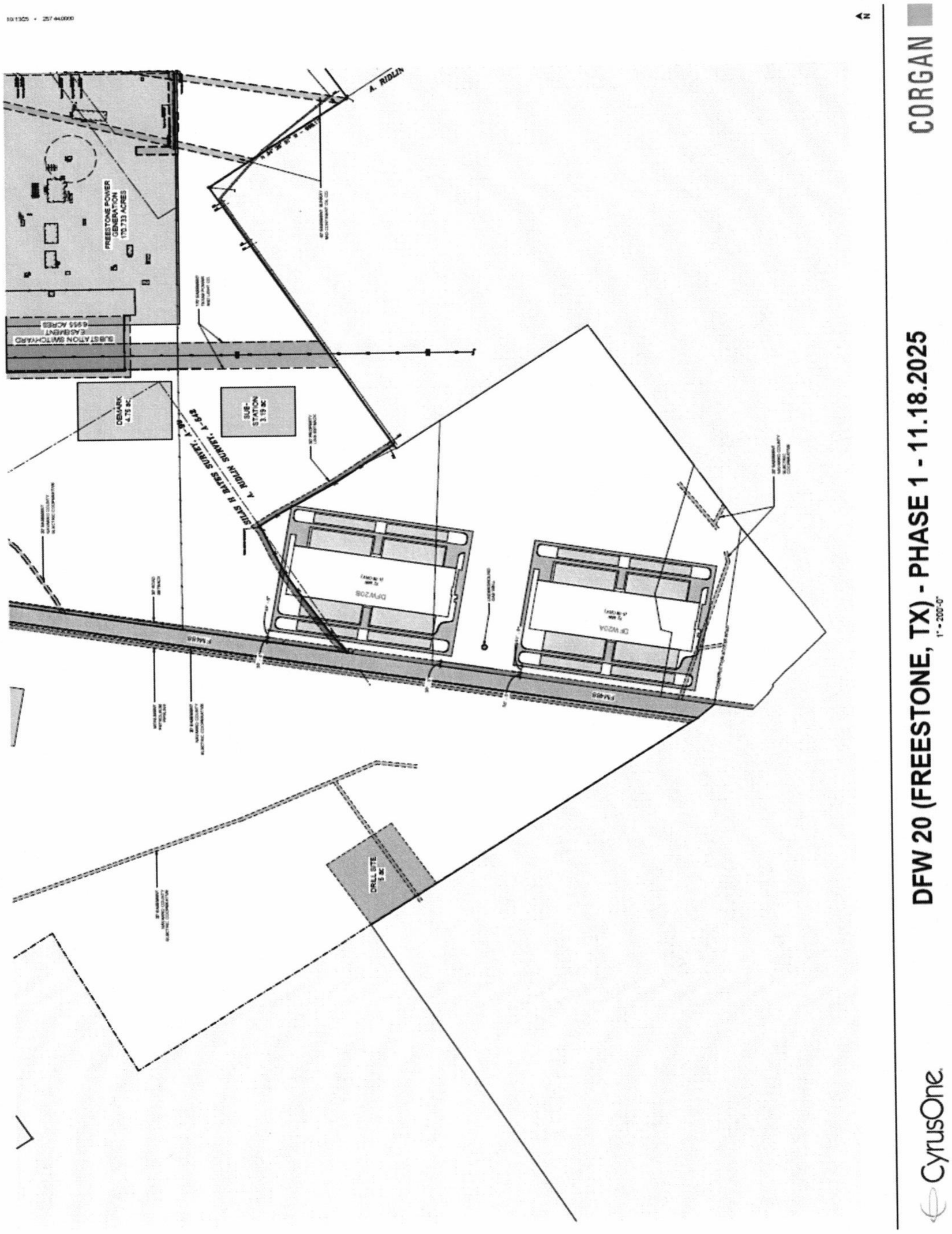
CyrusOne

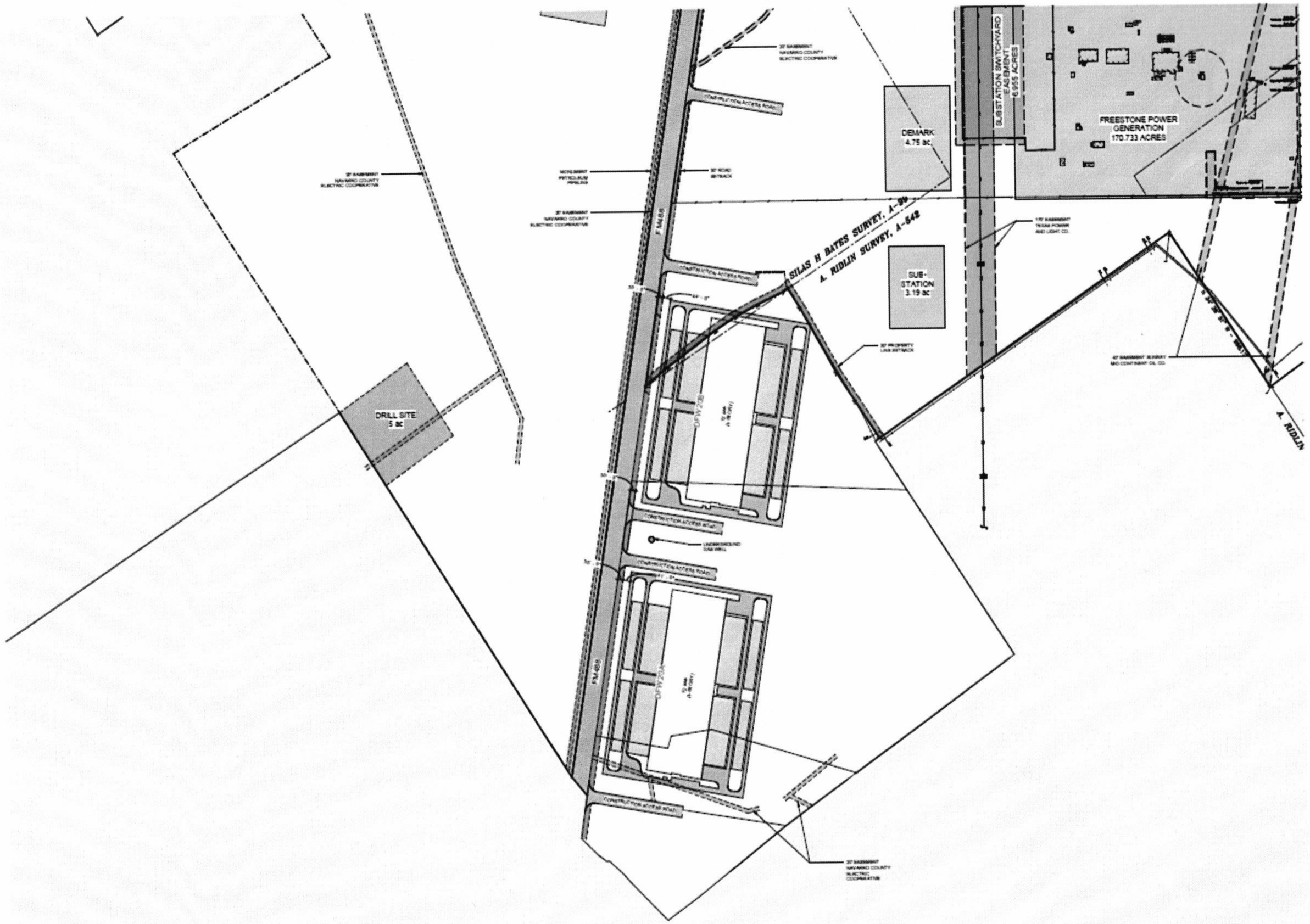
DFW 20 (FREESTONE, TX) - PHASE 1 - 11.18.2025

1" = 200'-0"

CORGAN

EXHIBIT B - Additional Depiction of Improvements





CyrusOne

DFW 20 (FREESTONE, TX) - PHASE 1 - 11.18.2025

1" = 200'-0"

CORGAN

EXHIBIT C - Road Use Agreement

IN THE COMMISSIONERS COURT
OF
FREESTONE COUNTY, TEXAS

A RESOLUTION AND ORDER APPROVING A ROAD USE AGREEMENT BETWEEN FREESTONE COUNTY, TEXAS AND C1 FREESTONE 1, LLC

WHEREAS, Freestone County, Texas (the "County" or "Freestone County") is familiar with the data center project contemplated by C1 Freestone 1, LLC , a Delaware limited liability company (the "**Project**") in the portion of the County described on Exhibit A, attached hereto and incorporated herein by reference ("**Project Area**");

WHEREAS, C1 Freestone 1, LLC ("**C1 Freestone 1, LLC** ") contemplates making certain improvements to the real property located within the Project Area consisting of data centers and associated improvements (the "**Improvements**");

WHEREAS, with the exception of statutory requirements, such as §240.907, Texas Transportation Code, §181.044 Texas Utilities Code, there are no applicable Freestone County rules or ordinances that would require C1 Freestone 1, LLC to obtain zoning approval, a permit, or an authorization for the ownership, construction, operation or maintenance of the Project and its Improvements within the Project Area. There are no presently existing Freestone County rules, ordinances, or other zoning rules or regulations affecting the proposed ownership, construction, operation, or maintenance of Improvements within the Project Area;

WHEREAS, no part of the Project Area is located within the city limits of any towns within Freestone County, and no part of the Project Area is located within the extraterritorial jurisdiction of any city within the County.

WHEREAS, the ownership, construction, operation, maintenance, and decommissioning of the Improvements will require access to, egress from, encroachments into, crossings of, and possibly upgrades to one or more roads maintained by Freestone County, or other county owned or maintained rights-of-way, and, or county held right-of-way easements located in Freestone County, Texas (collectively and as more fully described herein, the "**Road Usage**");

WHEREAS, by its dedication, use, and/or maintenance of the roads and as the owner and holder of County rights-of-way and right-of-way easements in the County, the Commissioners Court of Freestone County has the authority on behalf of the County to permit the Road Usage;

WHEREAS, C1 Freestone 1, LLC seeks the County's permission for such Road Usage and Freestone County, Texas, has agreed to grant said permission.

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF FREESTONE COUNTY, TEXAS:

1. That the findings and recitals in the preamble to this Order are found to be true and correct and are hereby RATIFIED, APPROVED and ADOPTED, and the following terms shall be referred to herein as the "**Agreement**" between the County and C1 Freestone 1, LLC.

2. C1 Freestone 1, LLC shall repair any material damages that pose a safety risk or are otherwise severe damage to County roads caused by C1 Freestone 1, LLC or C1 Freestone 1, LLC's contractors or suppliers during the course of constructing, repairing or maintaining the Improvements, and with respect to non-material or minor repairs shall by the end of construction of the Improvements return such roads to as good or better than the condition such roads were in prior to their use by C1 Freestone 1, LLC or C1 Freestone 1, LLC's contractors or suppliers. Obligations in this Agreement regarding damages or damage repairs do not include ordinary wear and tear.

a. Prior to the commencement of any work, or in advance of any subsequent modifications, C1 Freestone 1, LLC will provide to the County a map identifying those roads (the "**Designated Roads**") which will be utilized during the construction of the Improvements to develop, install, or construct the Improvements, and any points of access to property, or the location of any transmission or collection lines to be installed in the public right of way, with such map of the Designated Roads to be approved by the County in its reasonable discretion. If, during the construction of the Improvements, C1 Freestone 1, LLC proposes that one or more additional county-maintained roads be added to the list of Designated Roads, C1 Freestone 1, LLC shall submit a written notice identifying such additional roads to the County, and the County shall not unreasonably withhold, delay, or condition its consent to adding such roads to the list of Designated Roads.

b. C1 Freestone 1, LLC will coordinate with the Commissioner or Road Administrator responsible for the roads to be used by C1 Freestone 1, LLC during the construction of the Project.

c. C1 Freestone 1, LLC will have a pre-construction survey completed for all Designated Roads (the "**Pre-Construction Survey**"), which will include the then-current condition of the Designated Roads and recommendations for any preparations or modifications that will be necessary for C1 Freestone 1, LLC's intended use of the Designated Roads. In addition, the County will provide C1 Freestone 1, LLC, if available, with copies of any plans, cross sections and specifications relevant to the Designated Roads. Copies of all Pre-Construction Survey documentation shall be provided to the County. All costs associated with the Pre-Construction Survey shall be borne solely by C1 Freestone 1, LLC.

d. It is understood by C1 Freestone 1, LLC that no county roads other than the Designated Roads may be used for ingress or egress to the Project Area during the construction period. Any truck designated as a vehicle that is carrying out construction, hauling heavy equipment, excluding light-duty pickups or support vehicles operated by an individual under contract, supervision and control of C1 Freestone 1, LLC, or its general contractor for the Project that is found to be operating a truck on any road not identified as a Designated Road may be fined. County may assess C1 Freestone 1, LLC a fine in the amount of $1,000 for each truck, excluding light-duty pickups or support vehicles using a non-designated road. In connection with any such fines, County shall: (1) provide reasonable evidence of the authorized party's violation to C1 Freestone 1, LLC (a photograph of the violation shall be deemed reasonable evidence), and (2) notify C1 Freestone 1, LLC of the assessment of the fine with 24 hours of the violation. Any fine that does not comply with clauses (1) and (2) of the previous sentence shall automatically be deemed waived and not owed by C1 Freestone 1, LLC. C1 Freestone 1, LLC shall be liable for damage it, its contractors or suppliers cause to the undesignated road. For a Designated Road damage shall be presumed to have been caused by vehicles traveling to and from the Project unless specifically proven otherwise. On reasonable request by C1 Freestone 1, LLC to add additional Designated Roads, County will not unreasonably withhold its consent to any such additions. The County's consent must be in writing and approved by the Commissioners' Court.

e. Where prudent engineering and design suggests appropriate, C1 Freestone 1, LLC will, at its sole cost and with the consent and approval of the County, prepare any roads in advance of the introduction of heavy or wide loads as necessary to sustain heavy or wide load trucks or where necessary in advance prepare access points from County Roads. For purposes of this Agreement, the term "heavy or wide loads" are defined as any load exceeding 54,000 pounds in gross weight or 36,000 pounds per axle, and any load more than 12 feet in width.

f. Maintenance and Repair of Designated Roads.

i. *During the Construction of the Improvements.* It is understood that maintenance of the Designated Roads shall be performed by C1 Freestone 1, LLC during the construction of the Improvements, and such maintenance shall include all work necessary to maintain the Designated Roads in a condition materially consistent with the Pre-Construction Survey.

ii. *After Completion of the Construction of the Improvements.* Within thirty (30) days after all construction work for the Improvements has been completed, C1 Freestone 1, LLC will have a post-construction survey completed for all Designated Roads (the "**Post-Construction**

Survey"), which will include the then-current condition of the Designated Roads and a comparison of the then-current condition of the Designated Roads with the condition of the Designated Roads at the time of the Pre-Construction Survey and recommendations for restoring the Designated Roads to a condition equal to or better than their condition as of the time of the Pre-Construction Survey. Copies of all Post-Construction Survey documentation shall be provided to the County. All costs associated with the Post-Construction Survey shall be borne solely by C1 Freestone 1, LLC. C1 Freestone 1, LLC and the County shall cooperatively review the findings of the Post-Construction Survey and, within thirty (30) days after C1 Freestone 1, LLC provides the Post-Construction Survey, C1 Freestone 1, LLC and the County shall agree on a schedule of work to be performed by C1 Freestone 1, LLC to cause the restoration of the Designated Roads. C1 Freestone 1, LLC shall commence such work within thirty (30) days after the parties agree on the schedule of work and shall complete such work within sixty (60) days thereafter.

g. All pre-construction preparation of the Designated Roads by C1 Freestone 1, LLC, including the widening of roads pursuant to subsection (i) below, shall have the prior approval of the County and property owners affected by any widening (to the same extent that the consent of the affected property owners would be required if the County widened or changed the course of a County road), and shall be done in accordance with the standards and specifications for road repair generally used by the County for other county roads. If this covenant for road preparation or repair by C1 Freestone 1, LLC cannot be performed by C1 Freestone 1, LLC or in the event C1 Freestone 1, LLC fails to perform this covenant within 30 days of a demand that it do so from the County (or in a longer commercially reasonable time period agreed to with County consent not to be unreasonably withheld), then the County may perform the road repair required of C1 Freestone 1, LLC pursuant to this section and C1 Freestone 1, LLC agrees to reimburse the County for its reasonable and necessary costs in repairing such roads. The County's cost for such repairs shall be determined using the applicable rates used by Federal Emergency Management Administration ("**FEMA**") for equipment and personnel and the County's actual cost of materials. C1 Freestone 1, LLC agrees to pay the cost of any such repairs within 30 days of the date C1 Freestone 1, LLC is billed for such services by the County; if C1 Freestone 1, LLC fails to timely pay the cost of such repairs, the County shall be permitted to access the Financial Assurance in the manner described in subsection (k) below.

h. C1 Freestone 1, LLC may not widen or change the course of any County road without the consent of the County and any affected property owners (to the same extent that the consent of the affected property owners would be required if the County widened or changed the course of a County road), which consent from the County shall not be unreasonably withheld, conditioned, or delayed so

long as C1 Freestone 1, LLC is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require C1 Freestone 1, LLC to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. C1 Freestone 1, LLC agrees to obtain any necessary permission or right from private property owners 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.

i. Any roads constructed upon private property by C1 Freestone 1, LLC will not, and shall not hereafter, become the responsibility of the County unless the County receives from the landowner a dedication of sufficient right of way, and the Commissioners Court, in its sole discretion, finds the road serves a sufficient public purpose and affirmatively accepts the road as a County Road.

j. Any County owned culverts or bridges, if any, that must be replaced or repaired in the Project Area as result of the construction of the Project and heavy loads associated with the Project will be replaced or repaired by C1 Freestone 1, LLC, subject to supervision and approval of the County.

k. To more fully implement the terms of Section 2 of this Agreement, C1 Freestone 1, LLC agrees to, prior to the commencement of significant construction activities for the project, establish a fund in an amount equal to $250,000.00, to be placed on escrow with the County Treasurer of Freestone County, Texas, ("**Financial Assurance**"). This Financial Assurance shall be made available to be applied to any costs incurred by Freestone County for the maintenance or repair of roads, bridges, culverts or other road infrastructure due to damage under paragraphs 2(f) and 2(g) of this Agreement which C1 Freestone 1, LLC fails to reimburse within the time required by this paragraph (k). If C1 Freestone 1, LLC fails to timely comply with the requirements of paragraphs 2(f) or 2(g), the County will first give notice to C1 Freestone 1, LLC of the noncompliance, and C1 Freestone 1, LLC will have thirty (30) days in which to cure its noncompliance (or in a longer commercially reasonable time period consented to by the County, not to be unreasonably withheld). Failure to cure the noncompliance will authorize the County to access the Financial Assurance to the extent of the actual costs of repairs incurred by the County, as documented by actual receipts for material, labor or equipment use rates, as based on FEMA publications, as noted above. Upon any withdrawal from the Financial Assurance, C1 Freestone 1, LLC shall immediately cause the Financial Assurance to be restored or reissued, if necessary, so that the amount of $250,000 will be available to the County under this paragraph. Failure to provide the Financial Assurance or to cause the Financial Assurance to be restored or reissued to the original amount when and if necessary, shall constitute a material breach of this Agreement, and the rights and permissions granted to C1 Freestone 1, LLC in this Order may be suspended by the County

until the Financial Assurance is provided, restored, or reissued, as the case may be. At the conclusion of all construction and commencement of commercial operations of the Project, the Financial Assurance may be withdrawn or released back to C1 Freestone 1, LLC.

l. C1 Freestone 1, LLC agrees to defend, indemnify and hold harmless Freestone County and its officers, representatives and employees against any and all losses, damages, claims, expenses and liabilities for physical damage to the property of Freestone County or to any person, including reasonable attorney's fees arising out of the Project with respect to (1) operations of C1 Freestone 1, LLC, or any of its contractors or subcontractor for any intentional act or omission on the part of C1 Freestone 1, LLC, or its agents, representatives, employees, or its general contractor or sub-contractors and all employees of such companies actually performing work related to the Project, and (2) any negligent, careless or reckless act or omission on the part of C1 Freestone 1, LLC, or its contractors and subcontractors, and (3) any breach of this Agreement. This indemnity agreement shall survive after the conclusion of all construction and the commencement of commercial operations of the Project for a period of one (1) year.

m. C1 Freestone 1, LLC agrees to provide insurance at all times during construction, and such insurance will include: (1) Worker's compensation insurance in compliance with the laws of the State of Texas (2) Commercial General Liability insurance with minimum limits of $1,000,000.00 per occurrence and a $2,000,000 aggregate limit, and (3) Automobile Liability insurance with a combined single limit of $1,000,000. Certificates of Insurance will be provided upon request to the County. Freestone County will be identified as an additional insured on all insurance policies related to the Project. Limits can be achieved by any combination of primary and excess policies.

3. The Commissioners' Court hereby grants permission to C1 Freestone 1, LLC, and its successors and assigns, during the planning and construction phases of its Project and Improvements, and thereafter during the operation and maintenance phase of the Project and Improvements until said Project and Improvements are completely abandoned, to use all County roads for the Road Usages described herein, including but not limited to, access and egress to and from the C1 Freestone 1, LLC Project Area (except that access, ingress, and egress by construction vehicles during the initial construction of the battery storage project will be limited to the Designated Roads).

4. That the permission granted in Ordering Paragraph 3 includes the installation, operations, maintenance, and repair Improvements, which expressly includes the collection and transmission lines and related facilities within the rights of way of said County roads and right-of-way easements held by the County, and an authorization to require upgrade of such roads where necessary and conduct geo-technical and other preliminary construction analysis of such roads and rights-of-way.

C1 Freestone 1, LLC must provide the County with notice and a map identifying the location of such Improvements in the Project Area with reference to the Designated Roads before Project construction work on such roads begins. If any County roads must be upgraded in connection with such construction work, C1 Freestone 1, LLC will perform such upgrade work at its cost. The County may inspect such road upgrade work and C1 Freestone 1, LLC will perform additional work if needed to cause the upgrades to meet the same or better road standards as in effect at the commencement of Project construction (such standards being those agreed to by all parties). C1 Freestone 1, LLC must repair any damage to the County roads caused by its installation, maintenance or repair activities in accordance with Ordering Paragraph 2 of this Agreement.

[signature page follows]

PASSED AND APPROVED at this public hearing of the Freestone County Commissioners' Court, at which a quorum was present, on December 17, 2025.

Hon. Lloyd L. Lane, County Judge
Freestone County, Texas

ATTEST:

County Clerk

Date of Execution: December 17, 2025

Accepted and Agreed:

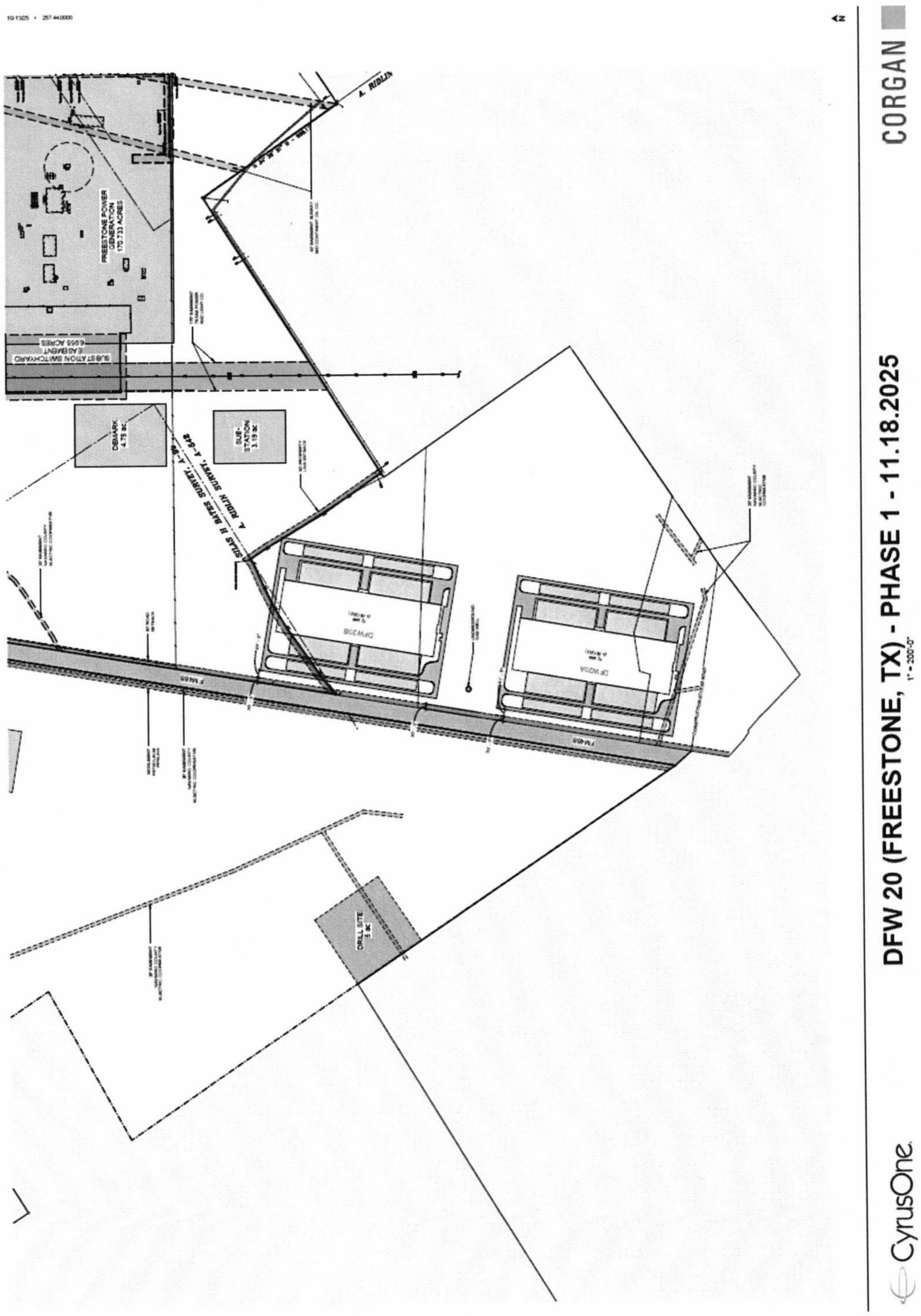
C1 Freestone 1, LLC, a Delaware limited liability company

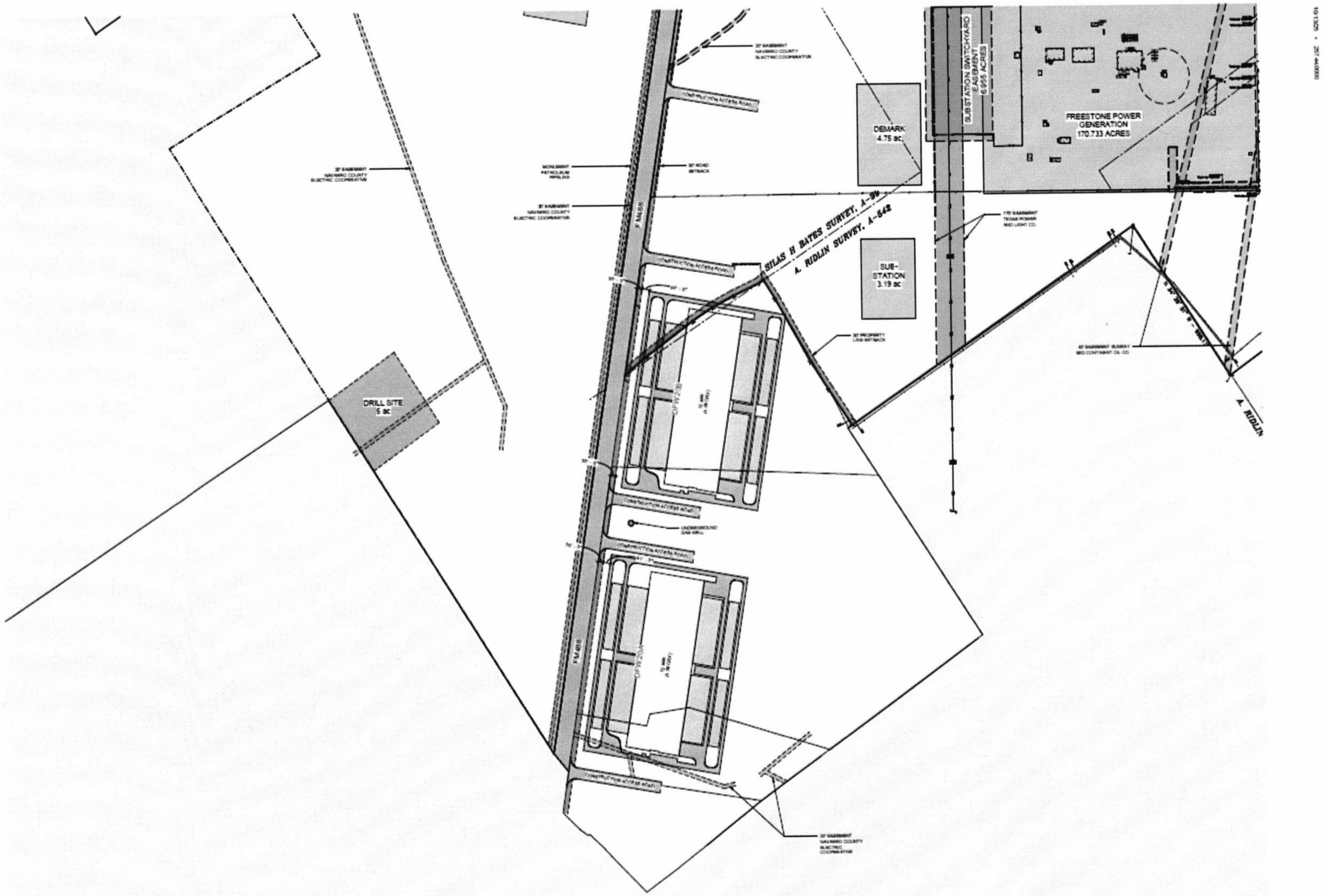
By: _____
Name, Title: President
Date of Execution: 12.17.2025

COMMISSIONERS COURT
FREESTONE COUNTY, TEXAS

FILED FOR RECORD
At 9 o'clock A M
DEC 17 2025
RENEE GREGORY
Clerk County Court, Freestone County, Texas
By _____

EXHIBIT A – Depiction of the Project Area





CyrusOne

DFW 20 (FREESTONE, TX) - PHASE 1 - 11.18.2025

1" = 200'-0"

CORGAN