

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re: §  
§ Chapter 11  
RHODIUM ENCORE LLC, *et al.*<sup>1</sup> §  
Debtors. § Case No. 24-90448 (ARP)  
§  
§ (Jointly Administered)

TEMPLE GREEN DATA, LLC’S  
APPLICATION FOR ADMINISTRATIVE EXPENSE CLAIM

**If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

Temple Green Data, LLC (“Temple Green” or “Landlord”) hereby files this Application for Administrative Expense Claim (this “Application”), respectfully states as follows:

**Relief Requested**

1. Temple Green seeks allowance and payment of an administrative expense claim pursuant to section 503(b) of title 11 of the United States Code (the “Bankruptcy Code”). Temple Green is entitled to payment under the December 16, 2024 Purchase and Sale Agreement (the “PSA”) which incorporates certain rights and obligations under the prior lease agreement which Temple Green purchased from the Debtors pursuant to the PSA, following this Court’s approval.

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of their corporate identification numbers are as follows: Rhodium Encore LLC (3974), Jordan HPC LLC (3683), Rhodium JV LLC (5323), Rhodium 2.0 LLC (1013), Rhodium 10MW LLC (4142), Rhodium 30MW LLC (0263), Rhodium Enterprises, Inc. (6290), Rhodium Technologies LLC (3973), Rhodium Renewables LLC (0748), Air HPC LLC (0387), Rhodium Shared Services LLC (5868), Rhodium Ready Ventures LLC (8618), Rhodium Industries LLC (4771), Rhodium Encore Sub LLC (1064), Jordan HPC Sub LLC (0463), Rhodium 2.0 Sub LLC (5319), Rhodium 10MW Sub LLC (3827), Rhodium 30MW Sub LLC (4386), and Rhodium Renewables Sub LLC (9511). The mailing and service address of the Debtors in these chapter 11 cases is 2617 Bissonnet Street, Suite 234, Houston, TX 77005.



The amounts requested herein were actual and necessary expenses that benefited the Debtors and their estates because, among other things, they arise from the Debtors' use and occupancy of the Premises, including following the closing of the PSA to enable the Debtors to liquidated some of their personal property that was located at the Premises. Doing so yielded resources savings to the Debtors, which benefited their estates.

### **Jurisdiction and Venue**

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Temple Green confirms its consent pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure to the entry of a final order.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The legal predicates for the relief requested herein are sections 105(a) and 503 of the Bankruptcy Code.

### **Background**

5. Temple Green, as Landlord, and debtor Rhodium Renewables LLC, (the "Debtor" or "Tenant," and together with the Landlord, the "Parties") as tenant, were parties to that certain Datacenter Lease (the "Lease") dated August 31, 2021 for the data center located at 3505 Lorraine Avenue, Temple, TX 76501 (the "Premises"), as amended and restated by that certain Amended and Restated Datacenter Lease dated June 17, 2022. A copy of the Lease is attached hereto as **Exhibit 1**.

6. On June 2, 2023, the Parties executed that certain Letter Agreement and Mutual Release by which the Parties set forth the mutual agreement to enter into various agreements and releases related to the Lease.

7. On September 26, 2023, the Parties executed that certain Side Letter (the “Side Letter”) by which the Parties set forth certain modifications to the Lease.

8. On August 24, 2024 (“Petition Date”) each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

9. On September 24, 2024 the Court approved the Debtors’ proposed bidding procedures in accordance with the *Order Approving (A) Bidding Procedures Relating to the Sale of a Portion of the Debtors’ Assets, (B) Procedures for the Debtors’ Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (C) The Form and Manner of Notice of Sale Hearing and Assumption Procedures, (D) Procedures for Selection of One or More Stalking Horse Bidders, and (E) Dates for an auction and Sale Hearing* (“Bid Procedures Order”) [Docket No. 187].

10. Pursuant to the Bid Procedures Order, Temple Green submitted a bid to purchase the Lease from the Debtors. An auction occurred on November 18, 2024, and the Debtors selected Temple Green as the winning bidder. *See* Docket No. 463, Notice of Successful and Backup Bidders with Respect to the Auctions of the Debtors’ Assets.

11. On November 22, 2024, Temple Green filed its original proof of claim no. 116 (as amended, the “Proof of Claim”). The Proof of Claim has been amended and is now listed in the Claims Register as Claim No. 273.

12. On November 26, 2026, the Court entered its *Order (I) Authorizing the Sale of the Debtors’ Temple Lease; and (II) Granting Related Relief* [Docket No. 509] (the “Sale Order”) and approved the Debtors’ sale of the Lease and related assets to Temple Green.

13. The Parties then negotiated the terms of Temple Green’s purchase of the Lease, resulting in the execution of a December 16, 2024 Purchase and Sale Agreement (the “PSA”). Pursuant to the PSA, the Debtors assumed and assigned the Lease to Temple Green. The sale of the Property defined in the PSA (the “Sale”) closed on December 18, 2024 (the “PSA Closing”).

14. Under the PSA, Temple Green granted a Removal Period (as defined in the PSA) to that Debtor during which the Debtors had the opportunity to continue occupying the Premises while attempting to sell its personal property. PSA § 5.6.3. Such occupancy during the Removal Period allowed the Debtors time to liquidate some of their personal property without incurring storage or moving expenses and obtain more cash for the estates. The Removal Period ended when the Debtors completed such efforts and vacated the Premises on March 6, 2025. **Exhibit 2** hereto, March 6, 2025 Removable Period Termination Notice.

15. On January 14, 2026 (the “Plan Effective Date”), the Effective Date of the Plan occurred. Docket No. 2247.

#### **Basis for Relief**

16. Section § 503(b) of the Bankruptcy Code requires the Debtors to pay for the “actual, necessary costs and expenses of preserving the estate.” 11 U.S.C. § 503(b)(1)(A). A prima facie case under section 503(b)(1) may be established by evidence that (1) the claim arises from a transaction with the debtor-in-possession; and (2) the goods or services supplied enhanced the ability of the debtor-in-possession’s business to function. *See Toma Steel Supply, Inc. v. Transamerican Natural Gas Corp. (In the Matter of Transamerican Natural Gas Corp.)*, 978 F.2d 1409, 1416 (5th Cir. 1992).

17. When a third party must continue to supply goods or services to a debtor, section 503 of the Bankruptcy Code plainly requires that the third party’s claims be afforded priority. *In*

*re Jartan, Inc.*, 732 F.2d 584, 586 (7th Cir. 1984). Such priority extends to the full extent that the third party has benefited the bankruptcy. *United States Postal Service v. Dewey Freight System, Inc.*, 31 F.3d 620, 624 (8th Cir. 1994).

18. This Application has two components: the Sales Tax Exemption claim and the Change Order #2 claim. Each component claim qualifies as an Operating Expense under the Lease and was likewise due during the administrative period and through the end of the Removal Period (as defined in section 5.6.1 of the PSA) under the PSA.<sup>2</sup> PSA § 5.4.2. The PSA requires the Debtors to “timely pay all obligations due under the Lease, but excluding the payment of Rent” through the end of the Removal Period. The Removal Period expired on March 6, 2025. Exhibit 2. Operating Expenses are defined in the Lease as “all expenses, costs and disbursements of every kind or nature which Landlord shall pay because of or in connection with the ownership, operation, maintenance, repair, replacement, protection and security of the [Premises],” including but not limited to a number of enumerated expenses. Lease, Schedule 1.

**A. Sales Tax Exemption**

19. The Sales Tax Exemption portion of this Application is based on a tax exemption granted to qualifying data centers under section 151.359 of the Texas Tax Code, which exempts certain “tangible personal property that is necessary and essential to the operation of a qualified data center” from sales tax. Tex. Tax Code § 151.395(b). The exemption is available as long as the owner, operator, or occupant of the Premises “creates at least 20 qualifying jobs in the county in which the data center is located.” Tex. Tax Code § 151.359(d).

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<sup>2</sup> Alternatively, both the Sales Tax Exemption claim and the Change Order #2 are considered Rent under the Lease, which is payable under the Lease through the date of the PSA Closing under the PSA.

20. Under section 4.4 of the Lease, the Debtor as Tenant was required to cooperate with Landlord in connection with obtaining and maintaining qualification for the Sales Tax Exemption:

Tenant and Landlord shall reasonably cooperate with each other to minimize liabilities for federal, state and local sales, use, excise or similar taxes, fees or contributions imposed upon the acquisition, sale, purchase or use of all equipment, materials and other goods incorporated into the Building and all Landlord Improvements, whether paid or payable by a member of the Landlord Group in connection with the construction and completion of such Landlord Improvements (“**Sales Taxes**”). Landlord shall use commercially reasonable efforts to seek Texas state sales tax exemption as a Qualified Data Center (the “**Sales Tax Exemption**”) and to provide Tenant with such exemption certificate prior to commencement of construction of the Premises (see <https://comptroller.texas.gov/taxes/data-centers/>), and Tenant shall reasonably cooperate with Landlord in connection therewith, including promptly executing or delivering all such documents and instruments and taking all further action that Landlord reasonably determines is necessary in order to obtain such exemption. If the Sales Tax Exemptions is not obtained from the applicable taxing authority, for any reason, the Base Rent for the first four (4) years of the Term shall be increased to fully recoup the increase in capital spending associated with any such Sales Tax levied on the acquisition, sale, purchase or use of all equipment, materials and other goods incorporated into the Building and all Landlord Improvements during the construction period; and if the Sales Tax Exemption is obtained but not thereafter maintained as a direct result of a default by Tenant under Section 6.9 beyond all applicable notice and cure periods, then Base Rent shall be so increased for a four (4) year period thereafter, provided, the amount of such increase shall be reduced by all benefits received by Landlord, to the extent not required to be repaid to any taxing authority, pursuant to the Sales Tax Exemption for the period it was in effect.

Lease § 4.4.

21. During the Lease term, the Debtors created more than 20 qualifying jobs and maintained qualification for the Sales Tax Exemption. Upon information and belief, the Debtor Tenant ceased qualifying for the Sales Tax Exemption under Tex. Tax Code § 151.359 as late as approximately March 6, 2025. Therefore, “the Base Rent is increased to fully recoup the increase in capital spending associated with any such Sales Tax levied on the acquisition, sale, purchase or use of all equipment, materials and other goods incorporated into the Building and all Landlord Improvements during the construction period.” Lease § 4.4.

22. Landlord is unable to maintain eligibility for the Sales Tax Exemption as a result of the Debtor's cessation of use of the Premises. The amount of Landlord's capital expenditures related to the Temple Site's qualification for the Sales Tax Exemption is at least \$2,499,256.24, which amount represents sales tax, interest, and penalties on approximately \$30,122,862.42 in construction/materials costs that were previously entitled to a sales tax exemption under Tex. Tax Code § 151.359.

23. The Sales Tax Exemption is an Operating Expense under the Lease because it is a cost that Landlord must pay in connection with its ownership of the Premises. Exhibit 1, Lease, Schedule 1. The Lease entitles Landlord to "fully recoup" this Operating Expense. Alternatively, pursuant to section 4.4 of the Lease, the \$2,499,256.24 is included in and constitutes Base Rent under the Lease, which Landlord is also entitled to "fully recoup." Therefore, the full amount of \$2,499,256.24 is due and should be allowed as an administrative expense.

**B. Change Order #2**

24. "Change Order #2" refers to change order made by the Debtors in the construction of certain systems at the Premises.

25. Section 3.2.3 of the Lease provides:

Upon finalization of design and/or costs of the Pending Change Order Improvements, and in consideration for the foregoing Pending Change Order Improvements, the Parties hereby agree that Tenant shall pay Landlord an additional amount equal to the actual costs of such Pending Change Order Improvements plus Landlord's cost of capital adjustment, apportioned equally across the monthly payments of Base Rent for a period of twenty-four (24) months.

26. The Debtor's requested Change Order #2 became final on November 30, 2023. The Debtor submitted it to Temple Green on or about December 1, 2023. Change Order #2 thereby became a Pending Change Order Improvement for which Debtor was obligated to pay.

27. On March 20, 2024, the Debtor confirmed this agreement via email, stating:

We will agree that all COs on Invoice TGD-INV10044 are Rhodium's Responsibility under Section 3.2.3 of the Lease and will pay in 24 monthly installments starting in April.

28. Section 3.2.3 of the Lease defines "Pending Change Order Add-on" specifically to include Change Order #2. Lease § 3.2.3. The payments owed on Change Order #2 are "Add-ons" to Base Rent under section 3.2 of the Lease and are payable in 24 equal monthly installments. Lease § 3.2.3. As a component of rent, the monthly installment payments on Change Order #2 continued to come due post-petition and must be paid pursuant to section 503(b) of the Bankruptcy Code. The estate benefitted from the continued use of the Premises through March 6, 2025.

29. Rhodium agreed to pay the Change Order #2 invoices in 24 equal monthly installments starting in April 2024 Change Order #2 Invoice TGD-INV10044 and its supporting invoices are attached hereto as **Exhibit 3**. The total amount of Change Order #2 is \$892,469.21, which is payable in 24 monthly installments of \$37,186.22. The Debtor began payments on Change Order #2 in April 2024 and made 7 of the required 24 installments. The Debtor continued to occupy the Premises until March 6, 2025. Therefore, the Debtor owes 5 more monthly installment payments (i.e., November 2024 through March 2025), which equals **\$185,931.09** through the date the Debtor vacated the Premises, all of which arose during the applicable administrative period.<sup>3</sup>

30. The Change Order #2 charges are Operating Expenses under the Lease because they are costs and disbursements that Temple Green must pay in connection with its ownership, operation, maintenance, repair, and replacement of the Premises. **Exhibit 1**, Lease, Schedule 1.

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<sup>3</sup> For the avoidance of doubt, the total remaining balance owed on Change Order #2 is \$632,165.46.

**C. Reservation of Rights**

31. Temple Green reserves the right to amend this Application as may be necessary. By filing this Application, Temple Green makes no admission or waiver regarding its Proof of Claim or the amounts sought therein, including whether any amounts sought in the Proof of Claim do or do not qualify as administrative expenses.

**Conclusion**

32. Temple Green requests that the Court grant this Application, allow Temple Green an administrative expense claim in an amount not less than **\$2,685,187.33**, and grant Temple Green such other or further relief to which Temple Green is justly entitled.

Dated: February 12, 2026

*/s/ Jennifer F. Wertz*

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**JACKSON WALKER LLP**

Jennifer F. Wertz (TX Bar No. 24072822)

Victoria N. Argeroplos (TX Bar No. 24105799)

Beau H. Butler (TX Bar No. 24132535)

100 Congress Avenue, Suite 1100

Austin, TX 78701

(512) 236-2000- Telephone

Email: [jwertz@jw.com](mailto:jwertz@jw.com)

Email: [vargeroplos@jw.com](mailto:vargeroplos@jw.com)

Email: [bbutler@jw.com](mailto:bbutler@jw.com)

***Counsel for Temple Green Data, LLC***

**CERTIFICATE OF SERVICE**

I certify that on the February 12, 2026, a true and correct copy of the above and foregoing was served via CM/ECF to all parties registered to receive electronic notice.

*/s/ Jennifer F. Wertz*

\_\_\_\_\_  
Jennifer F. Wertz

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**Longhorn Temple Green Data Center**  
**3505 Lorraine Avenue, Temple, TX 76501**

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**AMENDED AND RESTATED DATACENTER LEASE**

Between

**TEMPLE GREEN DATA LLC**  
as Landlord

and

**RHODIUM RENEWABLES LLC**  
as Tenant

Dated

June 17, 2022

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**SCHEDULE “2” BASE RENT**

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Exhibit “B-2”	Landlord’s Insurance Requirements
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## SCHEDULE "1"

### CERTAIN DEFINED TERMS

As used and when used in this Lease, the following terms and phrases shall have the respective meanings set forth below whether used in the singular or plural form. Other capitalized terms used in the Lease may be defined in the body of the Lease or in an Exhibit, including **Exhibit "J-4"**.

**"ACM"** shall mean and refer to asbestos, asbestos-containing materials or presumed asbestos-containing materials.

**"Additional Rent"** shall mean and refer to all amounts (other than Base Rent and Add-ons) payable by Tenant to Landlord pursuant to this Lease, whether or not denominated as such.

**"Affiliate"** (and any variation thereof) shall mean, with respect to any Person (each, a **"Subject Person"**) (i) any other Person that directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, the Subject Person, (ii) any Person owning or Controlling the Subject Person, or (iii) any other Person in which the Subject Person (or any Affiliate of the Subject Person under the terms hereof), directly or indirectly through one or more intermediaries, is a general partner or a managing member or a controlling joint venturer or otherwise acts in a similar capacity.

**"AHJ Delay"** or **"Authority Having Jurisdiction Delay"** means any delay in the Construction Start Date or in any Commencement Date, to the extent caused by a governmental authority's failure to process or issue a required approval, or to the extent caused by transmission system owner's delay in approving, constructing or commissioning the Substation and its associated interconnection facilities, in each case without breach, fault or neglect of Landlord, any architect, engineer, contractor, consultant, supplier, vendor or other party engaged by or on behalf of Landlord or any of such parties or anyone for whom they are responsible (including, without limitation, (i) failure to prepare Design Documents in full compliance with Applicable Laws and all Approvals and all requirements of each transmission system owner and any interconnection and similar agreements, (ii) failure to submit to any governmental authority asserting jurisdiction and/or transmission system owner all applications and supporting materials required in order to obtain any permit or approval on a timely basis, and any necessary information to correct or complete any incorrect or incomplete submission, sufficiently in advance of the time needed in order to allow time for processing and follow-up questions and requests, (iii) failure to perform all construction and related activities in full compliance with all Approvals, Applicable Laws and all requirements of each transmission system owner and any interconnection and similar agreements, (iv) failure to timely submit to any governmental authority asserting jurisdiction and/or transmission system owner any all applications and supporting materials required in order to obtain such certificates of occupancy or any inspection, sign-offs, acceptance or approval, and (v) failure to supply, on a timely basis, necessary information to correct or complete any incorrect or incomplete submissions); provided, however, that the aggregate limitation of AHJ Delay or Authority Having Jurisdiction Delay shall not exceed one hundred and eighty (180) calendar days; provided further that the aggregate limitation of AHJ Delay shall be extended an addition ninety (90) calendar days, for delays caused by the transmission system owner in connection with the interconnection facilities (**"Interconnection Delays"**); provided further that the foregoing limitation on AHJ Delay, including Interconnection Delays, shall not apply to the extent such AHJ Delay is caused by Tenant's wrongful or negligent actions or by Tenant's breach of an affirmative obligation. For the avoidance of doubt, an Interconnection Delay shall be considered an AHJ Delay.

**"Alterations"** shall have the meaning set forth in Section 8.3.

**"Applicable Laws"** shall mean and refer to (a) all laws, ordinances, building codes, rules, regulations, orders and directives of any governmental authority now or hereafter having jurisdiction over the Property, (b) all covenants, conditions and restrictions now or hereafter affecting the Property, and (c) all rules, orders, regulations and requirements of any applicable fire rating bureau or other organization performing a similar function for the Property.

“**Applicable Security Deposit Laws**” shall mean and refer to laws, rules and regulations applicable to security deposits under commercial leases substantially similar to this Lease in the State in which the Property is located.

“**Back-Up Power Specifications**” shall mean and refer to the specific elements of back-up power that are described in Item 2 of **Exhibit “F”**, Table A.

“**Bankruptcy Code**” shall mean and refer to Title 11 of the United States Code.

“**Base Rent**” shall mean and refer to the amounts of Base Rent set forth in Item 8 of the Basic Lease Information.

“**Building**” shall mean and refer to (i) each of Powered Shells A, B and C, as it relates to Tenant’s occupancy of each Powered Shell, (ii) the Operational Space, and (iii) the Server Room.

“**Building Systems**” shall mean and refer to the Building and/or Property systems and equipment, including, without limitation, all fire/life safety, electrical, HVAC (Server Room only), the Powered Shell Air Circulation System, plumbing or sprinkler, access control, mechanical, and telecommunications systems and equipment.

“**business day**” shall mean and refer to any day other than Saturday, Sunday, any Federal holiday, or any holiday in the State of Texas.

“**Campus Security Services**” shall include (1) controlling overall ingress and egress to the Site, and (2) patrolling access in and out of the Powered Shells. Security personnel shall not be permitted to enter the Powered Shells.

“**Casualty-Complete**” shall mean and refer to a Casualty Event that results in the complete or substantially complete destruction of all of the Building.

“**Casualty Event**” shall mean and refer to fire, explosion or any other disaster causing damage to the Property, the Building, or the Premises.

“**Casualty Repair**” shall mean and refer to the repair and reconstruction of the damaged portion(s) of the Building and/or the Premises to substantially the same condition in which they existed immediately prior to a particular Casualty Event.

“**Casualty Repair Notice**” shall mean and refer to written notice by Landlord to Tenant notifying Tenant of the Repair Period-Estimated.

“**CFIUS Laws**” means Section 721 of the Defense Production Act of 1950, as amended (50 U.S.C. §4565), and all rules and regulations thereunder, including those codified at 31 C.F.R. Parts 800 and 802.

“**Claims**” shall mean and refer to all third-party claims, actions, suits and proceedings, and all losses, damages, obligations, liabilities, penalties, fines, costs and expenses arising from any such claims, actions, suits, or proceedings, including, without limitation, attorneys’ fees, legal costs, and other costs and expenses of defending against any such claims, actions, suits, or proceedings.

“**Commencement Date**” shall mean and refer to (i) Commencement Date (Powered Shell-A) as it relates to the commencement of the Term for Powered Shell-A and the Server Room; (ii) Commencement Date (Powered Shell-C) as it relates to the commencement of the Term for Powered Shell-C; and (iii) Commencement Date (Powered Shell-B) as it relates to the commencement of the Term for Powered Shell-B and the Operational Space.

“**Commencement Date Conditions**” shall mean and refer to the occurrence of the following with respect to each of (i) Powered Shell-A and the Server Room, (ii) Powered Shell-C and (iii) Powered Shell-B:

- (a) With respect to Powered Shell-A and the Server Room:
  - i. Landlord has achieved Phase Readiness for the Initial Block (each as defined in **Exhibit “J”**) of Powered Shell-A;
  - ii. Landlord has achieved Server Room Readiness; and
  - iii. Landlord has delivered a Commencement Date Notice to Tenant for Powered Shell-A and the Server Room.
- (b) With respect to Powered Shell-C:
  - i. Landlord has achieved Phase Readiness for all Blocks for Powered Shell-A;
  - ii. Landlord has achieved Phase Readiness for the Initial Block (each as defined in **Exhibit “J”**) of Powered Shell-C; and
  - iii. Landlord has delivered a Commencement Date Notice to Tenant for Powered Shell-C.
- (c) With respect to Powered Shell-B:
  - i. Landlord has achieved Phase Readiness for all Blocks for Powered Shell-A and Powered Shell-C;
  - ii. Landlord has achieved Phase Readiness for the Initial Block (each as defined in **Exhibit “J”**) of Powered Shell-B; and
  - iii. Landlord has delivered a Commencement Date Notice to Tenant for Powered Shell-B.

“**Commencement Date Notice**” shall mean and refer to a notice from Landlord to Tenant, substantially in the form attached hereto as **Exhibit “H-1”**, which shall (a) memorialize Landlord’s delivery of the applicable Initial Block (and, with respect to Commencement Date (Powered Shell-A), the Server Room), (b) confirm the actual Commencement Date and (c) if applicable, confirm the Deemed Commencement Date. The Commencement Date Notice for Powered Shell-A and the Server Room shall be delivered no earlier than the later of (x) the energization of the Substation by Oncor Electric Delivery Company and (y) thirty (30) days after achievement of Phase Readiness for the Initial Block of Powered Shell-A and Server Room Readiness. The Commencement Date Notice for Powered Shell-C shall be delivered no earlier than the later of (x) the achievement of Phase Readiness for all Blocks of Powered Shell-A and the Initial Block of Powered Shell-C and (y) thirty (30) days after Tenant has access to Powered Shell-C to commence its Tenant Improvement Work. The Commencement Date Notice for Powered Shell-B shall be delivered no earlier than the later of (x) the achievement of Phase Readiness for all Blocks of Powered Shell-C and the Initial Block of Powered Shell-B and (y) thirty (30) days after Tenant has access to Powered Shell-B to commence its Tenant Improvement Work.

“**Commissioning**” shall mean and refer to the act of causing the commissioning/turn up of the applicable Powered Shell and the Operational Space, including all components, equipment and systems therein in accordance with the Commissioning Criteria.

“**Commissioning Criteria**” shall mean and refer to the commissioning criteria set forth on **Exhibit “E-1”**, which the Landlord and Tenant shall work in good faith to amend prior to the date that is sixty (60) days prior to the date on which the EPC Contractor will begin its initial testing and Commissioning as set forth in the **Exhibit “J-2”** (Overall Project Schedule) to account for Tenant’s operational requirements and to align the “Commissioning Criteria” with the requirements for commissioning set forth in the EPC Agreement.

“**Consequential Damages**” shall mean and refer to consequential damages, punitive damages, incidental damages, indirect damages, special damages, loss of profit, loss of business opportunity and loss of income.

“**Construction Coordination Requirements**” shall mean the construction coordination requirements which shall be agreed upon by Landlord and Tenant, each acting reasonably and in good faith, promptly after the execution of the EPC Agreement. Such requirements shall be attached hereto as **Exhibit “P”** upon the agreement thereof by Landlord and Tenant.

“**Control**” (and any variation thereof) shall mean the possession, directly or indirectly, of the power to cause the direction of the management and policies of a Person, whether through the ownership of the voting securities of or other ownership, membership or voting interests in such Person, by contract, by family relationship, or otherwise.

“**Credit Rating**” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody’s. If ratings by S&P and Moody’s are not equivalent, the lower rating shall apply.

“**Critical Load Power**” means the total electrical power supplied to the output circuit breakers of the PDUs (or then-current equivalent) within the Powered Shells.

“**Datacenter Rules and Regulations**” shall mean and refer to Landlord’s rules and regulations for the Premises attached hereto as **Exhibit “K”**, as same may be amended from time to time in accordance with Section 6.2 of the Lease.

“**Deemed Commencement Date**” shall mean and refer to the date derived by subtracting from the date of actual completion of the Commencement Date Conditions the number of days of delay in such completion attributable to Tenant Delays (i.e., if completion of the Commencement Date Conditions does not actually occur until May 6, 2022, but there were five (5) days of delay attributable to Tenant Delay, the Deemed Commencement Date would be May 1, 2022). For the avoidance of doubt, the number of days included in such calculation shall exclude any days for which the Commencement Date would have otherwise been delayed notwithstanding any such Tenant Delays.

“**Deemed Substantial Completion Date**” shall mean and refer to the date derived by subtracting from the date of actual completion of the Substantial Completion Conditions the number of days of delay in such completion attributable to Tenant Delays. For the avoidance of doubt, the number of days included in such calculation shall exclude any days for which the date of Substantial Completion would have otherwise been delayed notwithstanding any such Tenant Delays.

“**Default Rate**” shall mean and refer to an interest rate equal to the lesser of (a) the prime rate in effect as most recently published by the Wall Street Journal plus one percent (1%), or (b) the maximum lawful rate of interest.

“**Delinquency Date**” shall mean and refer to the date that is five (5) business days after Tenant’s receipt of notice that Tenant failed to pay any particular payment of Rent on the date on which such particular payment of Rent is due from Tenant to Landlord.

“**Delivery of Premises Notice**” shall mean and refer to a notice from Landlord to Tenant, substantially in the form attached hereto as **Exhibit “H-2”**, which shall memorialize Landlord’s delivery of the applicable portion of the Premises to Tenant. A Delivery of Premises Notice shall be delivered no earlier than when the applicable portion of the Premises has achieved Phase Readiness, or Substantial Completion, as applicable.

“**Electricity Specifications**” shall mean and refer to the Critical Load Power.

“**Emergency**” shall mean any situation where a reasonable person would conclude that a particular action is immediately necessary for the preservation of any portion of the Building, or for the safety of the occupants of the Building or other persons, or to avoid the suspension of any necessary service to any portion of the Building.

“**Energy Supplier**” means NetZero Energy LLC, a Delaware limited liability company.

“**Energy Supply Agreement**” shall mean and refer to that Master Retail Electric Supply Agreement entered into as of August 31, 2021, by and between Tenant and Energy Supplier, as amended from time to time.

“**Environmental Laws**” shall mean and refer to all now and hereafter existing Applicable Laws regulating, relating to, or imposing liability or standards of conduct concerning public health and safety or the environment.

“**EPC Agreement**” means that Engineering, Procurement and Construction Agreement, dated as of September 17, 2021, and between Landlord and EPC Contractor, as amended by Amendment No. 1 to Engineering, Procurement and Construction Agreement dated as of October 14, 2021, and Amendment No. 2 to Engineering Procurement and Construction Agreement dated as of November 19, 2021, as it may be further amended from time to time.

“**EPC Contractor**” means Burns & McDonnell Engineering Company, Inc., a Missouri corporation, or other contractor chosen by Landlord with Tenant’s prior written consent, not to be unreasonably withheld, conditioned or delayed.

“**Event of Default by Tenant**” shall mean and refer to the occurrence of any of the Events of Default by Tenant described in Sections 15.1.1-15.1.7, inclusive.

“**Extension Option**” shall mean and refer to Tenant’s option to extend the Term of the Lease, the number and duration of which is as set forth in Item 6 of the Basic Lease Information, and the terms for which are as set forth in Section 2.3 of the Standard Lease Provisions.

“**Extension Option Exercise Notice**” shall mean and refer to written notice from Tenant to Landlord specifying that Tenant is irrevocably exercising an Extension Option so as to extend the Term of this Lease by the applicable Extension Term on the terms set forth in Section 2.3 of the Standard Lease Provisions.

“**Extension Term**” shall mean and refer to the duration of each duly exercised Extension Option, as set forth in Item 6 of the Basic Lease Information.

“**Financial Statements**” shall mean and refer to audited annual financial statements of the indicated entity, including (i) an opinion of a certified public accountant, (ii) a balance sheet, and (iii) a profit and loss statement (income statement), all prepared in accordance with generally accepted accounting principles consistently applied; provided, for so long as Rhodium Renewables LLC is the named Tenant hereunder, the term “Tenant’s Financial Statements” as used in Section 17.22 shall refer to the consolidated Financial Statements of Guarantor.

“**Force Majeure**” shall mean and refer to any cause or reason beyond the reasonable control of the party obligated to perform hereunder, including, but not limited to, any acts of God, strike, riots, labor trouble, shortages of materials, war, terrorist acts or activities, governmental rule, regulations, ordinance, statute or interpretation, fire, earthquake, civil commotion, adverse weather conditions, flood, volcanic eruption, disease, epidemic, Pandemic Force Majeure, failure or disruption of a utility’s services or any event considered “Force Majeure” under and as defined in the Energy Supply Agreement.

“**Foreign Adversary**” means any “foreign adversary” as defined pursuant to 15 C.F.R. § 7.4, as may be updated from time to time.

“**Full Load Deployment Date**” has the meaning set forth in Section 17.23.

“**Generator Fuel Usage**” shall mean and refer to all fuel used by the Server Room’s back-up power systems.

“**Handle,**” “**Handled,**” or “**Handling**” shall mean and refer to any installation, handling, generation, storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials.

“**Hazardous Materials**” shall mean and refer to: (1) any material or substance: (i) which is defined or becomes defined as a “hazardous substance,” “hazardous waste,” “infectious waste,” “chemical mixture or substance,” or “air pollutant” under Environmental Laws; (ii) containing petroleum, crude oil or any fraction thereof; (iii) containing PCBs; (iv) containing ACM; (v) which is radioactive; (vi) which is infectious; or (2) any other material or substance displaying toxic, reactive, ignitable, explosive or corrosive characteristics, and is defined, or becomes defined, as such by any Environmental Law.

“**Holder**” shall mean and refer to any mortgagee or beneficiary of a mortgage or deed of trust encumbering the Property or any portion thereof.

“**HVAC**” shall mean and refer to heating, ventilation and air conditioning in the Server Room.

“**Land**” shall mean the real property described on **Exhibit “C”** attached hereto.

“**Landlord**” shall mean and refer to the Landlord set forth in Item 1 of the Basic Lease Information.

“**Landlord Default**” shall mean and refer to the occurrence of a Landlord Default, as described in Section 16.1.1.

“**Landlord Group**” shall mean and refer to Landlord, Energy Supplier, EPC Contractor, and their respective directors, officers, shareholders, members, employees, constituent partners, Affiliates, beneficiaries and trustees.

“**Landlord Parties**” shall mean and refer, collectively, to Landlord, the other members of the Landlord Group, and their respective contractors, clients, servants, representatives, licensees, agents, and invitees.

“**Landlord’s Electrical Infrastructure**” shall mean and refer to the substation, transformers, switchgears, cut offs, MCCs, high-voltage gear, medium-voltage gear, accompanying cabling, supports, glands, and systems used for energizing Tenant’s computer equipment and Tenant’s Cooling System and onboard electrical infrastructure for coolers and pumps used as part of Tenant’s Cooling System.

“**Landlord’s Essential Services**” shall mean and refer to Landlord’s obligations to meet the Electricity Specifications described on **Exhibit “F”**.

“**Landlord’s Lease Undertakings**” shall mean and refer to any representation, warranty, covenant, undertaking or agreement contained in any of the Lease Documents that is to be provided or performed by Landlord.

“**Landlord’s Liability Cap**” shall mean \$24,324,000; provided that the amount of any applicable insurance proceeds received by Landlord (or by Tenant as additional insured) under Landlord’s “Commercial general liability insurance”, “Workers’ compensation insurance ” or “Automobile insurance liability” policies set forth in Exhibit “B-2” available to Tenant shall not be counted towards such cap.

“**Late Charge**” shall mean and refer to a sum equal to five percent (5%) of the amount of a particular Late Payment.

“**Late Payment**” shall mean and refer to any payment of Rent that Landlord has not received from Tenant prior to the Delinquency Date.

“**Late Payment Interest**” shall mean and refer to interest on a particular Late Payment at the Default Rate.

“**Lease Documents**” shall mean and refer to this Lease and all schedules, exhibits, riders, amendments, and addenda to this Lease.

“**Lease Year**” shall mean and refer to each period of twelve (12) consecutive calendar months during the Term, commencing with the first day (the “**Calendar Month Commencement Date**”) of the first full calendar month of the Term (and each successive anniversary thereof), and ending with the day before the

anniversary of the Calendar Month Commencement Date. In the event that the Commencement Date occurs on a date that is other than the Calendar Month Commencement Date, then the first (1<sup>st</sup>) Lease Year shall be deemed to include the Partial Month.

“**Letter of Credit**” shall mean and refer to an irrevocable letter of credit posted by Tenant in accordance with Section 5.2 and meeting the requirements set forth in **Exhibit “I”**.

“**Load Control System**” shall mean and refer to Landlord’s equipment and software facilitating Landlord’s remote shut down of the Tenant’s cryptocurrency mining equipment, performed in order to take advantage of economic arbitrage opportunities offered by the ERCOT market and transmission system operator.

“**Low Voltage Transformers**” shall mean and refer to all low voltage transformers located within the Premises.

“**Market Rate Energy Supply Agreement**” shall mean and refer to that market rate energy supply agreement that may be entered into by and between Tenant and Energy Supplier upon the expiration of the Energy Supply Agreement.

“**Maximum Structural Load**” shall mean and refer to the Maximum Structural Load set forth in Item 19 of the Basic Lease Information.

“**Miner**” means a MicroBT Whatsminer M30 generation SHA-256 ASIC or any permitted replacement thereof. The term “Miner” shall also include any datamining equipment that is used to replace the existing Miners in connection with any Server Refresh pursuant to Section 8.3.4.

“**Moody’s**” means Moody’s Investors Service, Inc.

“**Noticed Holder**” shall mean and refer to a Holder for which Tenant has been notified in writing of the address of such Holder.

“**Operating Expenses**” shall mean and refer to all expenses, costs and disbursements of every kind and nature which Landlord shall pay because of or in connection with the ownership, operation, maintenance, repair, replacement, protection and security of the Property, determined on an accrual basis in accordance with generally accepted accounting principles, including, without limitation, the following:

- (i) Cost of all supplies and materials used in the operation, maintenance and security of the Property;
- (ii) Cost of all water and sewer supplied to the Property;
- (iii) Cost of all maintenance and service agreements for the Property and the equipment therein, including, without limitation, electrical and building maintenance, alarm service, parking facilities, security (both on-site and off-site), janitorial service, landscaping, fire protection, and sprinklers;
- (iv) Cost of all insurance relating to the Property, including the cost of casualty, rental and liability insurance applicable to the Property and Landlord’s personal property used in connection therewith;
- (v) Cost of repairs and general maintenance, including, without limitation, reasonable depreciation charges applicable to all equipment used in repairing and maintaining the Property, but specifically excluding repairs and general maintenance paid by proceeds of insurance or by Tenant or by other third parties;
- (vi) Reasonable management fees paid by Landlord to third parties or to management companies owned by, or management divisions of, Landlord, not to exceed the then

prevailing market rate for the management of high quality class A data center buildings comparable to the Building; and

(vii) Generator Fuel Usage.

To the extent that any Operating Expenses are attributable to the Property and other properties of Landlord, a fair and reasonable allocation of such Operating Expenses shall be made between the Property and such other properties.

The term “Operating Expenses” shall exclude the costs set forth on **Exhibit “G”**.

“**Operating Expenses (Actual)**” shall mean and refer, with respect to each calendar year during the Term of the Lease, to the actual Operating Expenses for such year.

“**Operating Expenses (Projected)**” shall mean and refer, with respect to each calendar year during the Term of the Lease, to Landlord’s projection of Operating Expenses for such year.

“**Operational Space**” shall have the meaning set forth in Section 2.2 of **Exhibit “J”**.

“**Pandemic Force Majeure**” means: any cause or reason beyond the reasonable control of the party obligated to perform hereunder, which: (1) arises or results from the effects of the Coronavirus/COVID-19, or any other, pandemic; and (2) affects such party’s ability to perform or, with respect to Tenant, to access or use the Premises as intended, including, but not limited to, market-wide strike; market-wide labor trouble; inability to procure, or delay(s) in procuring, materials, supplies, equipment, and/or equipment components; inability to procure, and/or moratorium on issuance of, inspections, permits (including, without limitation, building permits), approvals, certificates (including, without limitation, certificates of occupancy), and/or consents from any governmental authority(ies) with jurisdiction over the Property; one or more partial or complete shutdowns of the construction of the Building mandated by federal, state, and/or local governments or agencies with jurisdiction over the Property or based on a determination by the general contractor and Landlord due to health and safety reasons (e.g., sustained and/or significant increase in the number of positive COVID-19 tests among the labor force constructing the Building); and sustained and/or significant reduction, whether voluntary or involuntary, in then-expected labor force constructing the Building.

“**Partial Month**” shall, in the event that the Commencement Date occurs on a date that is other than the first (1<sup>st</sup>) day of a calendar month, mean and refer to the number of calendar days (including the Commencement Date) remaining in the month in which the Commencement Date occurs.

“**PCBs**” shall mean and refer to polychlorinated biphenyls.

“**PDU**” shall mean and refer to power distribution units. **Exhibit “Q”** attached hereto sets forth the intended allocation between Landlord and Tenant of ownership of PDUs to be installed in the Premises.

“**Permitted Transfer**” shall mean and refer to (i) an assignment by Tenant of this Lease to a Tenant Affiliate, (ii) a Transfer to a corporation or other business entity into or with which Tenant shall be merged or consolidated, or to which substantially all of the assets of Tenant may be transferred or sold, or (iii) a Transfer in connection with any internal corporate restructuring that is necessary to comply with any applicable law or regulation in a manner that does not materially adversely affect Landlord or its rights under this Lease, where, in each case, (a) Tenant gives Landlord five (5) days’ prior written notice of the name of such transferee, (b) the transferee assumes, in writing, for the benefit of Landlord, all of Tenant’s obligations under this Lease, (c) the Tenant Security is maintained or replaced in full in accordance with the terms of the Lease upon such assignment, (d) the Energy Supply Agreement is also assigned to such transferee, (e) such transferee is not owned by, controlled by, or subject to the jurisdiction or direction of a Foreign Adversary and such assignment and/or transferee’s use of the Premises for its Permitted Use would not reasonably be considered a “covered transaction” or “covered real estate transaction” pursuant to CFIUS Laws, (f) the transferee has substantially similar energy consumption needs as Tenant as a result of conducting the Permitted Use on the Premises and (g) as of the date of the proposed Transfer, the proposed transferee is not

reasonably expected to be subject to higher levels of regulation than Tenant and the Proposed Transfer is not reasonably expected to subject the Premises or Landlord to higher levels of regulation as a result of conducting the Permitted Use on the Premises.

“**Permitted Use**” shall mean and refer to the placement, installation, operation, repair and maintenance of computer, switch and/or communications equipment and connections of such equipment (subject to the terms of Section 1.3 of the Standard Lease Provisions), via telecommunications cables, all for the purpose of Tenant’s blockchain and cryptocurrency mining activities or other high performance computing activities and general office purposes customarily ancillary thereto.

“**Person**” or “**person**” shall mean any individual, partnership, firm, association, corporation, trust, limited liability company, limited liability partnership, or any other form of business or government entity.

“**PM Activity**” shall mean and refer to each of the activities contained on Landlord’s then-current PM Standards.

“**PM Audit**” shall mean and refer to Tenant’s inspection of the PM Books and Records.

“**PM Audit Notice**” shall mean and refer to written notice of Tenant’s intent to perform a PM Audit.

“**PM Books and Records**” shall mean and refer to the books and records used by Landlord for documenting performance of the PM Activities.

“**PM Change**” shall mean and refer to a change to the PM Schedule requested by Tenant.

“**PM Change Cost Estimate**” shall mean and refer to written notice from Landlord to Tenant of the estimated incremental costs related to the PM Change.

“**PM Change Request**” shall mean and refer to written notice from Tenant to Landlord of Tenant’s requested PM Change.

“**PM Schedule**” shall mean and refer to Landlord’s then-current schedule for the performance of the PM Activities.

“**PM Standards**” shall mean and refer to the activities of preventative maintenance that Landlord performs with regard to the equipment that serves the Premises which will be performed in accordance with original equipment manufacturers’ recommendations and industry standard practices.

“**Powered Shell**” shall mean and refer to each powered shell building described as such in Item 15 of the Basic Lease Information. References to “Powered Shells A, B and C” or similar references shall refer to Powered Shell-A, Powered Shell-B and Powered Shell-C.

“**Powered Shell-A**” shall mean and refer to Powered Shell-A as shown on **Exhibit “A”** attached hereto.

“**Powered Shell-B**” shall mean and refer to Powered Shell-B as shown on **Exhibit “A”** attached hereto.

“**Powered Shell-C**” shall mean and refer to Powered Shell-C as shown on **Exhibit “A”** attached hereto.

“**Powered Shell Air Circulation System**” shall mean and refer to the industrial-grade fans or cooling system in each Powered Shell per the design criteria specified in the Project Requirements, including the Base Specification – Final.

“**Premises**” shall mean and refer to the Premises described in Item 7(a) of the Basic Lease Information.

“**Projected Operating Expenses Installment**” shall mean and refer to an amount equal to one-twelfth (1/12) of the product of the Operating Expenses (Projected).

“**Property**” shall mean and refer to the Land, the Building, and Landlord’s personal property thereon or therein, including but not limited to the Substation, and the medium- and-low voltage electric infrastructure designed to bring electric service to each Powered Shell, the Server Room and the Operational Space.

“**Rent**” shall mean and refer to all Base Rent, plus all Add-ons and all Additional Rent.

“**Repair Period-Actual**” shall mean and refer to the period of time that it actually takes to repair and/or restore the Building following a Casualty Event in order to enable Tenant’s use of the Premises in the ordinary conduct of Tenant’s business.

“**Repair Period-Estimated**” shall mean and refer to the period of time, which Landlord reasonably and in good faith estimates will be required for the repair and/or restoration of the Building following a Casualty Event in order to enable Tenant’s use of the Premises in the ordinary conduct of Tenant’s business.

“**S&P**” means the Standard & Poor’s Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.).

“**Security Deposit**” shall mean and refer to the Security Deposit set forth in Item 10 of the Basic Lease Information, subject to the terms of Article 5 of the Standard Lease Provisions, which shall be made in the form of a cash deposit.

“**Security Documents**” shall mean and refer to: (i) the lien of any mortgage or deed of trust; (ii) all past and future advances made under any such mortgages, deeds, or deeds of trust; and (iii) all renewals, modifications, replacements and extensions of any such mortgages and deeds of trust.

“**Server Room**” shall mean the location for servers and control equipment necessary to operate installed Miners, as more particularly described in **Exhibit “J”**.

“**Server Room Readiness**” shall mean the Server Room is operational with power, cooling and internet connection requirements to ensure the Server Room is functional for its intended purpose.

“**SNDA**” shall mean and refer to a subordination, non-disturbance and attornment agreement in a form that is reasonably acceptable to Tenant, which provides that, so long as there is no Event of Default by Tenant, Tenant may remain in possession of the Premises under the terms of this Lease, even if the Holder should acquire Landlord’s title to the Building.

“**Site**” shall mean and refer to the Site described in Item 14 of the Basic Lease Information.

“**Substation**” shall mean and refer to the electrical interconnection facilities, transformer(s) and related equipment (including a control house) and linear corridors allowing the Critical Load Power to be drawn from the transmission grid and supplied to the Building pursuant to the Energy Supply Agreement.

“**Substantial Completion Conditions**” shall mean and refer to the occurrence of the following:

- (a) the Landlord has achieved Substantial Completion (as defined in **Exhibit “J”**) for the Building; and
- (b) subject to Section 6.10, Landlord has caused EPC Contractor to perform the Commissioning of each Powered Shell, which condition shall be deemed to have been satisfied upon Landlord providing Tenant with documentation evidencing that the Commissioning has been performed in accordance with the Commissioning Criteria.

“**Taking**” shall mean and refer to the Property, or some portion thereof, having been taken under the power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or sold to prevent the exercise thereof.

“**Target Commencement Date**” shall mean and refer to the Target Commencement Date for each of Powered Shells A, B and C, as applicable, set forth in Item 4(d) of the Basic Lease Information, subject in each case to adjustment for Excused Delays and Modifications in accordance with **Exhibit “J”**.

“**Taxes – Landlord’s Equipment**” shall mean and refer to all governmental fees, sales or use taxes, tariffs and other charges levied directly or indirectly against, or to the extent attributable to, any personal property, fixtures, machinery, equipment, apparatus, systems, connections, interconnections and appurtenances located in, serving, or used by Tenant in or in connection with, the Property that is owned by Landlord, including, for the avoidance of doubt, all personal property taxes levied and/or assessed on or against the electrical and mechanical infrastructure serving the Property (e.g., PDUs, UPSs, CRAH units) that is owned and operated by Landlord.

“**Taxes – Other**” shall mean any excise, sales, privilege or other tax, assessment or other charge (other than income taxes) imposed, assessed or levied by any governmental or quasi-governmental authority or agency upon Landlord on account of (i) the Rent (and other amounts) payable by Tenant hereunder (or any other benefit received by Landlord hereunder), including, without limitation, any gross receipts tax, license fee or excise tax levied by any governmental authority, (ii) this Lease, Landlord’s business as a lessor hereunder, and/or the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of any portion of the Property (including, without limitation, any applicable possessory interest taxes), (iii) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises, or (iv) otherwise in respect of or as a result of the agreement or relationship of Landlord and Tenant hereunder; provided that the foregoing shall exclude Taxes – Landlord’s Equipment, Taxes – Tenant’s Equipment, Taxes – Real Property, and Margin Taxes.

“**Taxes – Tenant’s Equipment**” shall mean and refer to all governmental fees, sales or use taxes, ad valorem tax, tariffs and other charges levied directly or indirectly against, or to the extent attributable to, any personal property, fixtures, machinery, equipment, apparatus, systems, connections, interconnections and appurtenances located in, serving, or used by Tenant in or in connection with, the Premises that is owned by Tenant, including, for the avoidance of doubt, all personal property taxes levied and/or assessed on or against Tenant’s Personal Property.

“**Taxes – Real Property**” shall mean and refer to all taxes, ad valorem tax, assessments and governmental charges (foreseen or unforeseen, general or special, ordinary or extraordinary) whether federal, state, county or municipal and whether levied by taxing districts or authorities presently taxing the Property or by others subsequently created or otherwise, and any other taxes and assessments attributable to the Property, and all taxes of whatsoever nature that are imposed in substitution for or in lieu of any of the taxes, assessments or other charges herein defined; provided, however, Taxes - Real Property shall not include taxes paid by tenants of the Property as a separate charge on the value of their leasehold improvements, death taxes, excess profits taxes, franchise taxes and state and federal income taxes, except to the extent imposed in substitution for or in lieu of all or any portion of Taxes - Real Property, and shall not include any Taxes – Other, Taxes – Landlord’s Equipment, or Taxes – Tenant’s Equipment. Tenant shall have the right to engage third party professionals to challenge any unreasonable assessment of Taxes – Real Property, and Landlord shall reasonably cooperate with Tenant in pursuing any such challenge. Landlord will use commercially reasonable efforts to achieve maximum early payment discounts and will afford Tenant the benefit of such discounts.

“**Tenant**” shall mean and refer to the Tenant set forth in Item 2 of the Basic Lease Information.

“**Tenant Affiliate**” shall mean any Affiliate of Tenant.

“**Tenant Delay**” shall mean and refer to an Excused Delay in Landlord’s completion of the Commencement Date Conditions or the Substantial Completion Conditions to the extent attributable to or caused by Tenant’s Requested Modification implemented pursuant to a Tenant-executed TRM Authorization Request or as otherwise expressly set forth in **Exhibit “J”** or by any wrongful or negligent actions by Tenant or any Tenant Party or by a breach of an affirmative obligation by Tenant or any Tenant Party.

“**Tenant Group**” shall mean and refer to Tenant and its directors, officers, shareholders, members, employees, constituent partners, and Tenant Affiliates.

“**Tenant Parties**” shall mean and refer, collectively to Tenant, the other members of the Tenant Group, Tenant’s Transferees, and their respective representatives, agents and invitees.

“**Tenant’s Cooling System**” shall mean and refer to Tenant’s proprietary liquid cooling system used in connection with the Permitted Use. Tenant holds all right, title, interest and intellectual property rights in and to Tenant’s Cooling System.

“**Tenant’s Electrical Infrastructure**” shall mean and refer to PDUs used for energizing Tenant’s computer equipment and Tenant’s Cooling System and onboard electrical infrastructure for coolers and pumps used as part of Tenant’s Cooling System.

“**Tenant’s Personal Property**” shall mean and refer, collectively, to all servers, racks, liquid cooling systems, cable, wiring, connecting lines, fiber optic lines and communications equipment, and other installations, equipment, systems or property installed or placed by, for, through, under or on behalf of Tenant or any Tenant Party anywhere in the Building and/or the Premises, including, without limitation, the PDUs, Low Voltage Transformers, Tenant’s Electrical Infrastructure and Tenant’s Cooling System, but not including any equipment or property owned, leased or licensed by Landlord or any other member of the Landlord Group. Additionally, for the purposes of clarity, the parties acknowledge that “Tenant’s Personal Property” includes all equipment or property, other than equipment or property owned, leased or licensed by Landlord or any other member of the Landlord Group, installed and/or placed anywhere in the Building and/or the Premises by any party specifically and solely in order to provide any service to Tenant or any Tenant Party (e.g., data storage/archiving and data recovery type equipment that is utilized by or for Tenant or any Tenant Party in the Premises, but which is actually owned by a third party, other than Landlord or any other member of the Landlord Group). Landlord shall reasonably cooperate with Tenant as necessary to provide Tenant with a bill of sale conveying title to any personal property owned by Landlord that is intended to constitute Tenant’s Personal Property.

“**Tenant’s Utility Payment**” shall mean and refer to the actual cost of utilities (including electricity) serving, the Premises, including, but not limited to, (a) the actual cost of utilities provided to and/or used in, or for, spaces that support the Premises (e.g., utility costs related to the UPS room(s) supporting the Premises), and (b) any “commitment charges”, “capacity charges”, “feeder charges”, “utility taxes” or other similar utility charges.

“**Term**”; “**Term of this Lease**”; and “**Term of the Lease**” shall mean and refer to the period described in Item 5 of the Basic Lease Information, subject to the terms of such Item 5.

“**Transfer**” shall mean and refer to (i) any assignment, transfer, mortgage, pledge or hypothecation of this Lease, (ii) if Tenant is a corporation and Tenant’s stock is not publicly traded over a recognized securities exchange, the transfer of more than 50% of the voting stock of such corporation during the Term of this Lease (whether or not in one or more transfers) or the dissolution, merger or liquidation of the corporation, (iii) if Tenant is a partnership, limited liability company or other entity, the transfer of more than 50% of the profit and loss participation in such partnership, company or entity during the Term of this Lease (whether or not in one or more transfers) or the dissolution, merger or liquidation of the partnership, company or entity and/or (iv) any other agreement permitting a third party (other than Tenant Parties) to occupy any portion of the Premises (excluding any contractor or service provider engaged by Tenant in the ordinary course of Tenant’s operations).

“**Transferee**” shall mean and refer to any Person to whom a Transfer is made or sought to be made.

“**Transfer Notice**” shall mean and refer to a written request for Landlord’s consent to a particular Transfer, which notice shall include (i) a statement containing the name and address of the proposed Transferee; and (ii) current, certified financial statements of the proposed Transferee, and any other information and materials

reasonably required by Landlord to enable Landlord to adequately review the financial responsibility of the proposed Transferee.

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**Longhorn Temple Green Data Center**  
**3505 Lorraine Avenue, Temple, TX 76501**

**AMENDED AND RESTATED DATACENTER LEASE**

This Amended and Restated Datacenter Lease (this “**Lease**”) is entered into as June 17, 2022 (the “**Amendment Date**”), but effective as of the Effective Date specified in Item 4 of the Basic Lease Information, by and between Landlord and Tenant:

**RECITALS**

A. Landlord and Tenant have entered into that Datacenter Lease dated as of August 31, 2021 (the “**Original Execution Date**”), as amended by First Amendment to Datacenter Lease dated as of October 8, 2021 (as so amended, the “**Original Lease**”), and Landlord and Tenant desire to amend and restate the Original Lease in its entirety as set forth herein.

B. Landlord is the owner of the Site. The Site is to be improved (subject to the terms of **Exhibit “J”**, below) with, among other things, the Building.

C. Tenant desires to lease the Premises, as more particularly described in this Lease.

D. Unless otherwise specifically indicated to the contrary, all initially capitalized terms contained in this Lease shall have the meanings set forth on **Schedule “1”**, attached to this Lease.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, Landlord and Tenant agree as follows:

**BASIC LEASE INFORMATION**

<b>1. <u>Landlord:</u></b>	Temple Green Data LLC, a Delaware limited liability company.
<b>2. <u>Tenant:</u></b>	Rhodium Renewables LLC, a Delaware limited liability company.
<b>3. <u>Tenant Addresses:</u></b>	<p><u>Tenant Address for Notices:</u></p> <p>4146 W US Hwy 79 Rockdale, TX 76567 Contact Name: Nathan Nichols Phone No: (956) 746-3426 E-mail: nathannichols@rhodiummining.io</p> <p>and to:</p> <p>Goodwin Procter LLP 100 Northern Avenue Boston, MA 02210 Contact Name: Bruce Tribush, Esq. Phone No: (617) 570-1959 Facsimile No: (617) 801-8884 E-mail: btribush@goodwinlaw.com</p>

	<p><u>Tenant Address for Invoice of Rent:</u></p> <p>4146 W US Hwy 79  Rockdale, TX 76567  Contact Name: Nicholas Cerasuolo  Phone No: (956) 746-3426  E-mail: invoices@rhodiumming.io</p>
<p>4. <u>Effective Date/ Commencement Date:</u></p> <p>(a) <u>Effective Date:</u></p> <p>(b) <u>Anticipated Construction Start Date:</u></p> <p>(c) <u>Construction Start Date:</u></p> <p>(d) <u>Target Commencement Dates:</u></p> <p>(e) <u>Commencement Dates:</u></p> <p>(f) <u>Target Substantial Completion Date:</u></p>	<p>October 1, 2021</p> <p>September 27, 2021.</p> <p>The date Landlord issues full or partial notice to proceed to the EPC Contractor.</p> <p>For Powered Shell-A and the Server Room: July 15, 2022 (the “<b>Target Commencement Date (Powered Shell-A)</b>”).</p> <p>For Powered Shell-C: October 1, 2022 (the “<b>Target Commencement Date (Powered Shell-C)</b>”).</p> <p>For Powered Shell-B: December 31, 2022 (the “<b>Target Commencement Date (Powered Shell-B)</b>”).</p> <p>The “<b>Commencement Date (Powered Shell-A)</b>” shall, subject to the terms of Section 2.2.4 of the Standard Lease Provisions, mean and refer to the date upon which Landlord has completed the Commencement Date Conditions as it relates to Powered Shell-A and the Server Room.</p> <p>The “<b>Commencement Date (Powered Shell-C)</b>” shall, subject to the terms of Section 2.2.4 of the Standard Lease Provisions, mean and refer to the date upon which Landlord has completed the Commencement Date Conditions as it relates to Powered Shell-C.</p> <p>The “<b>Commencement Date (Powered Shell-B)</b>” shall, subject to the terms of Section 2.2.4 of the Standard Lease Provisions, mean and refer to the date upon which Landlord has completed the Commencement Date Conditions as it relates to Powered Shell-B.</p> <p>The Commencement Date (Powered Shell-A), Commencement Date (Powered Shell-C) and Commencement Date (Powered Shell-B) are sometimes referred to herein individually as a “<b>Commencement Date</b>”.</p> <p>August 30, 2023 (as extended for Excused Delays, the “<b>Target Substantial Completion Date</b>”).</p>

<p>5. <u>Term</u>:</p>	<p>As to Powered Shell-A and the Server Room, the “<b>Term</b>” or “<b>Term of this Lease</b>” (also referred to herein as the “<b>Powered Shell-A Period</b>”, as the same may hereafter be extended or reduced in accordance with the terms hereof) shall commence on the Commencement Date (Powered Shell-A) and expire on the last day of the <i>one hundred twentieth (120<sup>th</sup>)</i> full calendar month thereafter (the “<b>Expiration Date</b>”).</p> <p>As to Powered Shell-B and Powered Shell-C, the “<b>Term</b>” or “<b>Term of this Lease</b>” (as the same may hereafter be extended or reduced in accordance with the terms hereof) shall commence on the Commencement Date (Powered Shell-C) and expire on the Expiration Date.</p> <p>As to the Operational Space, the “<b>Term</b>” or “<b>Term of this Lease</b>” (as the same may hereafter be extended or reduced in accordance with the terms hereof) shall commence on the Commencement Date (Powered Shell-B) and expire on the Expiration Date.</p> <p>For the avoidance of doubt, Landlord and Tenant acknowledge and agree that, if the Commencement Date (Powered Shell-A) occurs on a date that is other than the first (1<sup>st</sup>) day of a calendar month, the Term of this Lease shall be deemed to have been automatically extended by the number of calendar days (including the Commencement Date (Powered Shell-A)) remaining in the Partial Month, such that the Term of the Lease shall then be equal to the number of full calendar months described above, plus the number of calendar days in the Partial Month.</p> <p>For example:</p> <p>a. If the Commencement Date (Powered Shell-A) occurs on <i>July 1, 2022</i>, then the <i>one hundred twentieth (120<sup>th</sup>)</i> full calendar month Term of this Lease would commence on <i>July 1, 2022</i>, and expire on <i>June 30, 2032</i>.</p> <p>b. If, however, the Commencement Date (Powered Shell-A) occurs on <i>July 18, 2022</i>, then the <i>one hundred twenty (120)</i> full calendar month Term of this Lease would commence on <i>July 18, 2022</i> and expire on <i>July 31, 2032</i>. In this example, the period occurring from and including <i>July 18, 2022</i> through <i>July 31, 2022</i> is the Partial Month. The Base Rent payable by Tenant hereunder during such Partial Month shall be payable by Tenant on a pro-rated basis, in accordance with Section 3.1 of the Standard Lease Provisions, at a rate equal to the rate of Base Rent that would otherwise be due and payable by Tenant hereunder with regard to the first (1<sup>st</sup>) month of the Term of this Lease (pro-rated on a per diem basis). However, in this example, the first (1<sup>st</sup>) month of the <i>one hundred twenty (120)</i> full calendar month Term of this Lease would, for the purposes of calculating the expiration of the Term of the Lease, be deemed to be the month of <i>August 2022</i>.</p>
<p>6. <u>Extension Option/ Extension Term</u>:</p>	<p>Two (2) Extension Options, to extend the Term for additional consecutive Extension Terms of <i>sixty (60)</i> months each, subject to the terms of Section 2.3, below. The first sixty (60) month extension Term is referred to herein as the “<b>First Extension Term</b>”, and the second sixty (60) month extension Term is referred to herein as the “<b>Second Extension Term</b>”.</p>
<p>7. <u>Premises</u>:</p>	<p>The Land and all rights appurtenant thereto, together with all improvements located and to be located thereon during the Term of this Lease; provided, however, that the Premises shall expressly exclude the Landlord-Exclusive Areas (as defined below). Upon mutual agreement of Landlord and Tenant, following</p>

	<p>the Amendment Date, the Landlord-Exclusive Areas are to be depicted on <b>Exhibit “A”</b>. <b>Exhibit “A”</b> may be amended from time to time with the mutual agreement of both Tenant and Landlord. For the avoidance of doubt, the designation of the location of the Landlord-Exclusive Areas shall require the mutual agreement of both Tenant and Landlord.</p>	
<p>8. <u>Base Rent</u></p>	<p>See <b>Schedule “2”</b> (Base Rent) immediately following the signature page of this Lease.</p>	
<p>9. <u>Intentionally Deleted:</u></p>	<p>Intentionally Deleted.</p>	
<p>10. <u>Tenant Security:</u></p>	<p>On the Original Execution Date, Tenant provided Landlord with (i) a cash deposit in the amount of \$7,500,000.00 (the “<b>Initial Security Deposit</b>”), (ii) a pledge of 20.5% of the equity of AIR HPC LLC, a Delaware limited liability company (“<b>AIR HPC</b>”), having a value as of the Original Execution Date of at least \$22,500,000 (“<b>Equity Pledge</b>”), and (iii) a parent guaranty (“<b>Parent Guaranty</b>”) from Rhodium Technologies LLC, a Delaware limited liability company (“<b>Guarantor</b>”), capped at \$22,500,000 (guaranteeing the obligations of Tenant under the Lease. Landlord and Guarantor have agreed to amend the Parent Guaranty as of the Amendment Date to increase such cap to \$27,364,500 (the “<b>Guaranty Cap</b>”).</p> <p>Subject to Section 8.3.4, Tenant also agrees to provide Landlord with the following cash deposits:</p> <ul style="list-style-type: none"> <li>i. On the 1<sup>st</sup> anniversary of the Commencement Date (Powered Shell-A) and on the 1<sup>st</sup> anniversary of any Server Refresh, an additional \$4,864,800;</li> <li>ii. On the 2<sup>nd</sup> anniversary of the Commencement Date (Powered Shell-A) and on the 2<sup>nd</sup> anniversary of any Server Refresh, an additional \$4,864,800;</li> <li>iii. On the 3<sup>rd</sup> anniversary of the Commencement Date (Powered Shell-A) and on the 3<sup>rd</sup> anniversary of any Server Refresh, an additional \$4,864,800 (deposits (i) – (iii) collectively, the “<b>Step-Up Security Deposit</b>” and together with the Initial Security Deposit, the “<b>Security Deposit</b>” and together with the Equity Pledge, the Parent Guaranty and any subsequent Letter of Credit or cash replacement thereof posted in accordance with Section 5.2, the “<b>Tenant Security</b>”).</li> </ul>	
<p>11. <u>Landlord’s Address for Notices:</u></p>	<p>Temple Green Data LLC  c/o Quinbrook Infrastructure Partners LLC  1330 Post Oak Boulevard, Suite 1350,  Houston , Texas 77056  Attn: General Counsel  Email: dc@quinbrook.com  Phone: +1 832 247 2254</p>	<p>With copies to:   Wilson Sonsini Goodrich &amp; Rosati  701 5th Avenue, Suite 5100  Seattle, WA 98104  Attn: Peter Mostow  Email: pmostow@wsgr.com  Phone: +1 415 728 1313</p>
<p>12. <u>Landlord’s Address for Payment of Rent:</u></p>	<p>Temple Green Data LLC  c/o Quinbrook Infrastructure Partners LLC  1330 Post Oak Boulevard, Suite 1350,  Houston , Texas 77056  Attn: General Counsel</p>	

	Email: dc@quinbrook.com Phone: +1 832 247 2254
13. <u>Brokers</u> :  (a) <u>Landlord's Broker</u> :  (b) <u>Tenant's Broker</u> :	None.  None.
14. <u>Site</u> :	The site located at:  3505 Lorraine Avenue Temple, Texas.
15. <u>Building</u> :	Three (3) single-story data server halls (Powered Shell-A, Powered Shell-B and Powered Shell-C) to be constructed on the Site, with Powered Shell-A consisting of approximately 51,467 square feet, Powered Shell-B consisting of approximately 53,943 square feet and Powered Shell-C consisting of approximately 26,782 square feet;  The Server Room consisting of approximately 1,204 square feet, to which the Powered Shells are connected; and  The Operational Space, to which the Powered Shells are connected.
19. <u>Maximum Structural Load</u> :	2,000 pounds of live load per square foot

This Lease shall consist of the foregoing Basic Lease Information, the provisions of the Standard Lease Provisions, below, **Schedule "1"**, above, **Schedule "2"** following the signature page of this Lease, and **Exhibits "A"** through **"Q"**, inclusive and listed in their entirety in the Table of Exhibits above, all of which are incorporated herein by this reference as of the Effective Date; and for the avoidance of doubt, references to the term "Lease" in any of the foregoing items shall refer to all such items, collectively.

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## STANDARD LEASE PROVISIONS

### 1. LEASE OF PREMISES.

1.1 **Premises.** In consideration of the covenants and agreements to be performed by Tenant, and upon and subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant for the Term, the Premises.

1.2 **Condition of Premises.** Subject to Landlord's completion of the (i) the Commencement Date Conditions for the applicable Powered Shell and the Server Room, (ii) the Phase Readiness Conditions for each individual Block and provided Landlord is not in default of the Lease as of such date, Tenant agrees to accept the applicable portion of the Premises in its "AS IS, WHERE IS" condition on the date (x) with respect to each Powered Shell and the Server Room, the applicable Commencement Date Notice is delivered to Tenant and (y) with respect to each Block, the applicable Delivery of Premises Notice is delivered to Tenant. Tenant acknowledges and agrees that (a) except as specifically set forth herein, no representation or warranty (express or implied) has been made by Landlord as to the condition of the Property, the Building or the Premises or their suitability or fitness for the conduct of the Permitted Use, its business or for any other purpose, and (b) except as agreed to by Landlord and Tenant pursuant to **Exhibit "J"** and as otherwise expressly set forth in the Lease, Landlord shall have no obligation to construct or install any improvements in or to make any other alterations or modifications to the Property, Building or the Premises.

1.3 **Data.** For the avoidance of doubt, the Parties acknowledge that the Landlord Group shall have no access to, nor any right of access to, Tenant's or any other Tenant Party's data, whether stored on Tenant's Personal Property (or on the personal property of any other Tenant Party) or transmitted via any connections or via any other connectivity services that may be provided by, or arranged through or under, any member of the Landlord Group in connection with this Lease. Additionally, to the maximum extent permitted by Applicable Laws, the Landlord Group shall have no liability or responsibility to Tenant or any other Tenant Party, for the failure, termination or suspension of any connections or connectivity services, nor for the content of any communications transmitted or received by Tenant or any other Tenant Party via any connections or connectivity services, nor with regard to the safety, security or integrity of data on Tenant's or any other Tenant Party's personal property.

1.4 **Quiet Enjoyment; Access.** Subject to all of the terms and conditions of this Lease, Tenant shall quietly have, hold and enjoy the Premises in conformity with the Permitted Use without hindrance from Landlord or any Person claiming by, through or under Landlord. Subject to the terms and conditions of this Lease, Tenant and each Tenant Party shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, including, without limitation, the Building, the portion of the Land that is included within the Premises and all improvements located thereon.

1.5 **Landlord-Exclusive Areas.** Notwithstanding anything to the contrary in this Lease, Landlord and its representatives, employees, contractors, and invitees shall have the exclusive and uninterrupted right to access, construct, install, maintain, repair, and/or replace (i) the Substation and (ii) the medium-voltage electric infrastructure designed to bring electric service to each Powered Shell, the Server Room and the Operational Space (collectively, the "**Landlord-Exclusive Areas**"). Tenant shall not have access, or allow its representatives, employees, contractors, or invitees to have access, to the Landlord-Exclusive Areas without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant's rights under this Lease are expressly subject to, and Landlord hereby reserves, the right to vehicular and pedestrian access, ingress, and egress by Landlord and its agents, contractors, and employees on, over, and across those portions of the Land to be designated as Landlord access areas on **Exhibit "A"**, including an easement for access by Oncor Electric Delivery Company and access by Fiberlight, LLC, the fiberoptic network provider, up to the termination point adjacent from the Server Room, (the "**Access Areas**") for the purpose of the design, construction, maintenance, repair, replacement, and operation of the Substation and for any other reason reasonably necessary in connection therewith, including the parking of vehicles of Landlord and its agents, contractors, and employees. The Access Areas will be designated on **Exhibit "A"** with the mutual agreement of Landlord and Tenant. Tenant shall maintain the Access Areas in good condition and repair at Tenant's sole cost and expense and shall promptly repair any damage to the Access Areas caused by Tenant or Tenant's employees, contractors, agents, representatives, or invitees. The Access Areas or any part thereof may be relocated from time to time with the mutual agreement of both Tenant and Landlord.

1.6 **Storage and Additional Buildings.** Notwithstanding anything to the contrary in this Lease, (a) Tenant shall be permitted to store equipment or materials on the Premises outside of the Building; and (b) subject to Section 6.4, Tenant shall be permitted to construct additional structures on the Premises, subject in each case to (i) Tenant's reasonable coordination with Landlord in connection therewith and (ii) compliance with applicable legal requirements.

1.7 **Signage.** Each of Tenant and Landlord shall have a right to place signage on the Premises; provided that any signage placed on the exterior of the Building by Tenant shall be coordinated in advance with Landlord. Landlord and Tenant shall use good faith efforts to agree on tasteful design, consistent with standard industry practice.

1.8 **Parking Spaces.** Tenant shall have the exclusive right to use all parking spaces and drive lanes located on Land, except as otherwise set forth herein.

1.9 **Access Drive.** Prior to the Commencement Date (Powered Shell-A), Landlord shall cause the Premises to be accessible by vehicular traffic either from an access driveway from Bob White Road to the entrance driveway of the Premises or from an extension of Lorraine Avenue. From and after the Commencement Date, Landlord shall ensure that access to the Premises is uninterrupted and until such time as Lorraine Avenue has been extended to the Premises, shall keep such access driveway in good condition and repair.

1.10 **Single Tenant Lease.** Landlord hereby covenants that Tenant shall be the sole tenant of the Property and Landlord shall not lease any portion of the Building or the Property to any other Person during the Term of this Lease; provided that Landlord's permitted use of the Access Areas shall not be construed as a violation of this Section 1.10.

1.11 **Substation.** The Landlord hereby acknowledges that if and when Landlord permits the Substation to be used to service any property or facility of a third party, the Tenant shall be entitled a rebate on the portion of property tax allocated to the Substation in an amount consistent with the ratio of MWs supplied to such third party divided by 300 MW.

1.12 **Additional Operational Space.** Tenant shall have the right, at Tenant's sole cost and expense, to construct a building containing additional operational space in the approximate location shown on **Exhibit "A"** attached hereto (the "**Additional Operational Space**"); provided, however, that the plans and specifications for the Additional Operational Space shall be subject to Landlord's prior approval, such approval not to be unreasonably withheld, conditioned or delayed. Upon substantial completion of the Additional Operational Space, Landlord and Tenant shall amend this Lease to: (i) confirm that the Additional Operational Space shall be included in the Premises for all purposes of this Lease; and (ii) make such other conforming changes to this Lease as shall be reasonably necessary. For the avoidance of doubt, upon the expiration of the Term of this Lease, or upon any earlier termination of this Lease or the termination of Tenant's right to possess the Premises, Tenant shall have no restoration obligations with respect to the portion of the Land where the Additional Operational Space is constructed.

## 2. **TERM.**

2.1 **Term.** The term of this Lease shall commence on the Commencement Date and shall continue in effect for the Term of the Lease, as the same may be extended, or earlier terminated, in accordance with the express terms of this Lease.

2.2 **Delivery of Premises.** Landlord shall use commercially reasonable efforts to (i) satisfy the applicable Commencement Date Conditions prior to the applicable Target Commencement Date and (ii) satisfy the Substantial Completion Conditions prior to the Target Substantial Completion Date. Landlord and Tenant acknowledge and agree that construction closeout with respect to the Landlord Improvements will be governed by **Exhibit "J"** and any dispute by Tenant of the foregoing shall be subject to Section 9 of **Exhibit "J"**.

2.2.1 Landlord and Tenant agree that, if the Commencement Date Conditions have occurred prior to the Target Commencement Date, Landlord shall have the right to deliver the Commencement Date Notice to Tenant, and thereby cause the Commencement Date (or the Deemed Commencement Date) to occur.

2.2.2 Tenant agrees that, the Commencement Date shall, upon satisfaction of the Commencement Date Conditions and delivery of the Commencement Date Notice, be deemed (for the purpose of determining the first day of the Term and the first day of Rent accrual hereunder) to have been moved up to the Deemed Commencement Date in the event the conditions set forth in the definition thereof are satisfied. The foregoing notwithstanding, Landlord and Tenant agree that Landlord's post-Commencement Date obligations hereunder shall, in the event of a Deemed Commencement Date, be deemed to have commenced as of the actual date that the Commencement Date Notice is delivered to Tenant.

2.2.3 Tenant agrees that, Substantial Completion shall, upon satisfaction of the applicable conditions thereto and the delivery of the Delivery of Premises Notice, be deemed (for the purpose of determining any rent abatement pursuant to **Exhibit "J"**) to have been moved up to the Deemed Substantial Completion Date in the event the conditions set forth in the definition thereof are satisfied.

### 2.3 **Extension Options.**

2.3.1 Subject to and in accordance with the terms and conditions of this Section 2.3, Tenant shall have the number of Extension Options specified in Item 6 of the Basic Lease Information to extend the Term of this Lease, for the respective Extension Terms specified in such Item 6, upon the same terms, conditions and provisions applicable to the then-current Term of this Lease (except as provided otherwise herein). The monthly Base Rent for the First Extension Term shall be the First Extension Term Base Rent (as defined on Schedule "2") and the monthly Base Rent for the Second Extension Term shall be the Second Extension Term Base Rent (as defined on Schedule "2").

2.3.2 Tenant may exercise each Extension Option only by delivering (a) an Extension Option Exercise Notice to Landlord at least nine (9) calendar months (and not more than twelve (12) calendar months) prior to the then applicable expiration date of the Term, specifying that Tenant is irrevocably exercising its Extension Option so as to extend the Term of this Lease by an Extension Term on the terms set forth in this Section 2.3, and (b) a Market Rate Energy Supply Agreement covering the entire Extension Term. In the event that Tenant shall duly exercise an Extension Option, the Term shall be extended to include the applicable Extension Term (and all references to the Term in this Lease shall be deemed to refer to the Term specified in Item 5 of the Basic Lease Information, plus all duly exercised Extension Terms). Notwithstanding the foregoing, if Tenant shall fail to give any Extension Option Exercise Notice within the aforesaid time limit, Tenant's right to exercise such Extension Option shall nevertheless continue until thirty (30) days after Landlord shall have given Tenant written notice of Landlord's election to terminate such Extension Option and Tenant may exercise such Extension Option at any time until the expiration of said thirty (30) day period. In the event that Tenant shall fail to deliver an Extension Option Exercise Notice prior to the expiration of said thirty (30) day period, time being of the essence, at the election of Landlord, Tenant shall be deemed to have forever waived and relinquished such Extension Option, and any other options or rights to renew or extend the Term effective after the then applicable expiration date of the Term shall terminate and shall be of no further force or effect.

2.3.3 Tenant shall have the right to exercise any Extension Option only with respect to the entire Premises leased by Tenant at the time that Tenant delivers the applicable Extension Option Exercise Notice. If Tenant duly exercises an Extension Option, Landlord and Tenant shall execute an amendment reflecting such exercise.

### 3. **BASE RENT AND OTHER CHARGES.**

3.1 **Base Rent.** From and after the Commencement Date (Powered Shell-A), Tenant shall pay Base Rent and all applicable Add-ons to Landlord throughout the remaining Term of this Lease. All Base Rent applicable to each Powered Shell shall be paid to Landlord in monthly installments in advance on the first day of each and every calendar month from and after the Commencement Date for Powered Shell-A, Powered Shell-C or Powered Shell-B,

as applicable; provided, however, that if the Commencement Date for a Powered Shell is not on the first day of a calendar month, the Base Rent applicable to such Powered Shell for the Partial Month shall (i) be calculated on a per diem basis determined by dividing the Base Rent above by the total number of calendar days in such Partial Month and multiplying such amount by the number of days remaining in such Partial Month from and after (and including) the Commencement Date for such Powered Shell, and (ii) be paid by Tenant to Landlord on the Commencement Date for such Powered Shell. Except as set forth in this Section 3.1, Tenant shall not pay any installment of Rent more than one (1) month in advance. Notwithstanding the foregoing and Section 3.2, Base Rent and all applicable Add-ons shall be deferred until the first day of the seventh (7<sup>th</sup>) full month following the Commencement Date (Powered Shell-A).

### 3.2 Base Rent Add-ons.

3.2.1 Landlord will procure and install a backup main power transformer (“**Backup MPT**”) on the Property on or before December 31, 2022. As consideration for the foregoing, Tenant shall pay Landlord an amount equal to \$142,890 per month in addition to, and upon each payment of, the Base Rent for a period of sixty (60) months commencing upon Commencement Date (Powered Shell-B) (the “**MPT Add-On**”).

3.2.2 It is acknowledged and agreed that, as of the Amendment Date, Tenant has approved, and Landlord has executed, change orders totaling \$1,306,468.10. As consideration for the foregoing, Tenant shall pay Landlord an amount equal to \$59,088.01 per month in addition to, and upon each payment of, the Base Rent for a period of twenty-four (24) months commencing upon Commencement Date (Powered Shell-A) (the “**Finalized Change Order Add-on**”).

3.2.3 It is acknowledged and agreed that, as of the Amendment Date, Tenant has requested and approved certain changes to the scope of work and associated costs contemplated in **Exhibit “J”** as of the Original Execution Date, and that such changes are pending final design and cost determinations. Such approved changes include (i) inclusion of water treatment improvements, (ii) inclusion of water storage improvements, which may include a well depending on the final design of the Building, (iii) inclusion of an administrative building and guard shack, (iv) inclusion of a “meet me” room near the Server Room, and (v) Pending Change Order #2, which includes changes in the assumed costs for air freight of the Daelim transformers. Landlord agrees to cooperate reasonably and in good faith with Tenant to finalize the designs and costs for such improvements (collectively, the “**Pending Change Order Improvements**”). Upon finalization of design and/or costs of the Pending Change Order Improvements, and in consideration for the foregoing Pending Change Order Improvements, the Parties hereby agree that Tenant shall pay Landlord an additional amount equal to the actual costs of such Pending Change Order Improvements plus Landlord’s cost of capital adjustment, apportioned equally across the monthly payments of Base Rent for a period of twenty-four (24) months (the “**Pending Change Order Add-on**”).

3.2.4 It is acknowledged and agreed that the Base Rent set forth on Schedule “2” attached hereto does not contemplate the anticipated Sales Tax for the Low Voltage Transformers. If such Low Voltage Transformers are determined not to be subject to the Sales Tax Exemption, Tenant shall pay Landlord a one-time lump sum of \$306,048.82 upon the first monthly installment of Base Rent following such determination (the “**LVT Add-on**”).

3.2.5 and together with the MPT Add-on, the Finalized Change Order Add-on, and the Pending Change Order Add-on, collectively, the “**Add-ons**” and each, an “**Add-on**”).

### 3.3 Operating Expenses.

3.3.1 Commencing on the Commencement Date for each of Powered Shell-A and the Server Room, Powered Shell-C, and Powered Shell-B and the Operational Space, Tenant shall be obligated to pay to Landlord as Additional Rent an amount equal to Operating Expenses (Actual) for such component of the Building.

3.3.2 No later than sixty (60) days prior to the date that Landlord reasonably anticipates the Commencement Date to occur, Landlord shall provide to Tenant a statement of the Operating Expenses (Projected) for the period commencing on the Commencement Date and ending on the last day of the calendar year in which the Commencement Date occurs. In addition, no later than sixty (60) days before the beginning of each calendar year thereafter, Landlord shall provide to Tenant a statement of the Operating Expenses (Projected) for the immediately

following calendar year. Such initial statement of the Operating Expenses (Projected) and each subsequent statement of the Operating Expenses (Projected) are referred to herein as the "Operating Expenses Budget". Each Operating Expenses Budget shall be subject to Tenant's approval, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, it shall be unreasonable for Tenant to withhold its approval of any proposed Operating Expenses Budget unless Tenant is able to demonstrate and reasonably justify an alternative budget that will result in fifteen (15%) or more in annual savings as compared to the proposed Operating Expenses Budget.

3.3.3 Tenant shall pay each Projected Operating Expenses Installment to Landlord the first day of each month during the Term of the Lease. Until Tenant has received the statement of the Operating Expenses (Projected) from Landlord, Tenant shall continue to pay Projected Operating Expenses Installments to Landlord in the same amount (if any) as required for the last month of the prior calendar year. Upon Tenant's receipt of such statement of the Operating Expenses (Projected), Tenant shall pay to Landlord, or Landlord shall pay to Tenant (whichever is appropriate), the difference between the amount paid by Tenant as Projected Operating Expenses Installments prior to receiving such statement and the amount payable by Tenant therefor as set forth in such statement. Landlord shall provide Tenant a statement on or before May 15 after the end of each calendar year, showing Operating Expenses (Actual) as compared to the Operating Expenses (Projected) for such calendar year. If the Operating Expenses (Actual) for such calendar year exceeds the aggregate of the Projected Operating Expenses Installments collected by Landlord from Tenant, Tenant shall pay to Landlord, within thirty (30) days following Tenant's receipt of such statement, the amount of such excess. However, if the Operating Expenses (Actual) for such calendar year is less than the aggregate of Projected Operating Expenses Installments collected by Landlord from Tenant, Landlord shall pay to Tenant, within thirty (30) days following Tenant's receipt of such statement, the amount of such excess. Landlord shall have the right from time to time during each calendar year to propose an update to the Operating Expenses (Projected) and provide Tenant with a revised statement thereof, which proposed update shall be subject to Tenant's approval rights set forth in Section 3.3.2 above. Thereafter, Tenant shall pay Projected Operating Expenses Installments on the basis of the revised statement. If the Commencement Date is not the first day of a calendar year, or the expiration or earlier termination date of this Lease is not the last day of a calendar year, the Operating Expenses (Actual) shall be prorated. The foregoing adjustment provisions shall survive the expiration or termination of the Term of this Lease.

3.3.4 Landlord agrees to keep books and records reflecting the Operating Expenses of the Property in accordance with generally accepted accounting principles. Tenant, at its expense, shall have the right, once per year, within twelve (12) months after receiving Landlord's statement of Operating Expenses (Actual) for a particular year, to audit Landlord's books and records relating to the Operating Expenses as the case may be for such year. If within such twelve (12) month period Tenant does not give Landlord written notice stating in reasonable detail any objection to the statement of Operating Expenses (Actual), Tenant shall be deemed to have approved such statement in all respects. Such audit shall be conducted by an independent, nationally recognized accounting firm. For the avoidance of doubt, any all information obtained through the Tenant's audit with respect to financial matters and any other matters pertaining to Landlord and/or the Property, as well as any compromise, settlement, or adjustment reached between Landlord and Tenant relative to the results of the audit shall be subject to the provisions of Section 17.19 hereof. Notwithstanding the foregoing, if the amount of Operating Expenses (Actual) set forth in Landlord's statement is determined by Tenant's audit to have been overstated by Landlord by more than \$15,000, Landlord shall reimburse Tenant for such overcharge and the commercially reasonable, out of pocket hourly or flat fee costs and expenses paid by Tenant in connection with Tenant's review.

3.4 **Payments Generally.** Base Rent, Add-ons and all forms of Additional Rent payable hereunder by Tenant (i) shall be payable to Landlord within ten (10) business days after Tenant's receipt of invoice, in lawful money of the United States without any abatement, offset or deduction whatsoever (except as specifically provided otherwise herein), and (ii) shall be payable to Landlord at the address of Landlord specified in Item 12 of the Basic Lease Information (or to such other person or to such other place as Landlord may from time to time designate in writing to Tenant). Landlord will deliver invoices to Tenant on a monthly basis as soon as reasonably practicable after the end of the month in which the applicable charges were incurred. No receipt of money by Landlord from Tenant after the termination of this Lease, the service of any notice, the commencement of any suit, or a final judgment for possession shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand, suit or judgment. No partial payment by Tenant shall be deemed to be other than on account of the full amount otherwise due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord shall be entitled to accept such payment without compromise or prejudice to any of the

rights of Landlord hereunder or under any Applicable Laws. In the event that the Commencement Date or the expiration of the Term (or the date of any earlier termination of this Lease) falls on a date other than the first or last day of a calendar month, respectively, the Rent payable for such partial calendar month shall be prorated based on a per diem basis.

3.5 **Utilities.** For clarity, electric service to the Premises is addressed in the Energy Supply Agreement. Tenant shall pay for any other utility (e.g., water, gas, sewer) serving, provided to and/or used in the Premises. If the Premises are not separately metered by the applicable utility provider, such utility costs shall be included within Operating Expenses. In the event that Tenant sources energy from a third party energy supplier pursuant to the terms of the Energy Supply Agreement, Landlord shall, at Tenant's sole expense, reasonably cooperate with Tenant and such third party energy supplier in connection therewith, including, without limitation, providing such third party energy supplier with use of the Substation and all required transmission facilities owned or controlled by Landlord, Energy Supplier or any Affiliate of Landlord or Energy Supplier.

3.6 **Late Payments.** Landlord and Tenant agree that if Landlord has not received any payment of Rent on or before the Delinquency Date, Tenant shall, in addition to Tenant's obligation to pay the Late Payment to Landlord, also be required to pay to Landlord, as Additional Rent, (i) a Late Charge, and (ii) Late Payment Interest from the Delinquency Date until the date the foregoing are paid, collectively, to cover Landlord's additional administrative costs and damages related to such Late Payment, which are difficult, if not impossible, to determine. In no event, however, shall the charges permitted under this Section 3.6, or elsewhere in this Lease, to the extent the same are considered to be interest under Applicable Law, exceed the maximum lawful rate of interest. Landlord's acceptance of any Late Charge, or any Late Payment Interest, shall not be deemed to constitute a waiver of Tenant's default with respect to the Late Payment, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord hereunder.

3.7 **Rent Abatement.** Notwithstanding anything herein to the contrary, if the Commencement Date Conditions with respect to any Powered Shell or the Server Room are not satisfied on or before the applicable Target Commencement Date, or the Substantial Completion Conditions are not satisfied on or before the Target Substantial Completion Date, then, except as otherwise expressly provided in this Lease and Exhibit "J", Tenant's sole remedies shall be those remedies therefor provided in **Exhibit "J"**.

#### 4. **TAXES.**

##### 4.1 **Taxes – Equipment.**

4.1.1 Landlord shall be liable for and shall pay before delinquency all Taxes – Landlord's Equipment. If any such Taxes – Landlord's Equipment are levied or assessed against Tenant, and if Tenant elects to pay the same, Landlord shall reimburse Tenant within five (5) business days of Tenant's demand therefor.

4.1.2 Tenant shall be liable for and shall pay before delinquency all Taxes – Tenant's Equipment. If any such Taxes – Tenant's Equipment are levied or assessed against Tenant or the Premises, and if Landlord elects to pay the same, Tenant shall reimburse Landlord within five (5) business days of Landlord's demand therefor.

4.2 **Taxes – Other.** Landlord shall be liable for and shall pay before delinquency all Taxes – Other. If any such Taxes - Other are levied or assessed against Tenant or the Property, and if Tenant elects to pay the same, Landlord shall reimburse Tenant within five (5) business days of Tenant's demand therefor.

4.3 **Taxes – Real Property.** Landlord shall be responsible for and shall pay before delinquency to the applicable taxing authority all Taxes – Real Property; provided that Tenant shall make payments to Landlord in an amount equal to the Taxes – Real Property at least thirty (30) days in advance of the applicable taxing authority due date. Any Taxes – Real Property relating to a fiscal period of the taxing authority, a part of which period is included within a period of time prior to or after the end of the Term, whether or not such Taxes – Real Property are assessed, levied, confirmed, imposed upon or in respect of, or become a lien upon the Property, or become payable, during the Term, will be adjusted between Landlord and Tenant as of the Commencement Date or end of the Term, so that Tenant will pay the Taxes – Real Property allocable to the part of the fiscal period included in the Term and Landlord will

pay the remainder. Tenant's obligation to pay Taxes – Real Property on the Property under this Section 4.3 shall be binding on Tenant, even though the Premises do not include and Tenant shall not have any right to access or use the Landlord-Exclusive Areas and notwithstanding Landlord's rights under Section 1.5 hereof as to the Access Areas. To the extent that Landlord receives any credit for a real estate tax abatement or exemption from any taxing authority with regard to the Property for any period contained within the Term, Tenant shall receive a credit against the next installment of Base Rent (and any applicable Add-on) thereafter due equal to the amount of such credit.

Tenant will have the right to contest (at Tenant's sole cost and expense) the amount or validity, in whole or in part, of any Taxes – Real Property by appropriate proceedings diligently conducted in good faith. If requested by Tenant, Landlord shall join in any contest or proceedings required to be brought by or in the name Landlord and otherwise cooperate with Tenant in the prosecution thereof; provided, however, that Landlord will not be subjected to any liability for the payment of any costs or expenses in connection with any contest or proceedings, and Tenant shall be responsible for any and all costs or expenses reasonably incurred by Landlord, including but not limited to reasonable attorney's fees.

If a program exists which will, upon proper application, result in a total or partial exemption from, or abatement or reduction of, Taxes – Real Property assessed or to be assessed against the Property (whether by virtue of a "payments-in-lieu-of-taxes" agreement or otherwise, but other than through the normal tax contest proceedings), Tenant may apply therefor (and Landlord shall cooperate with Tenant as Tenant may reasonably require at Tenant's sole cost and expense, expressly including any costs or expenses reasonably incurred by Landlord).

**4.4 Sales Tax Exemptions.** Tenant and Landlord shall reasonably cooperate with each other to minimize liabilities for federal, state and local sales, use, excise or similar taxes, fees or contributions imposed upon the acquisition, sale, purchase or use of all equipment, materials and other goods incorporated into the Building and all Landlord Improvements, whether paid or payable by a member of the Landlord Group in connection with the construction and completion of such Landlord Improvements ("**Sales Taxes**"). Landlord shall use commercially reasonable efforts to seek Texas state sales tax exemption as a Qualified Data Center (the "**Sales Tax Exemption**") and to provide Tenant with such exemption certificate prior to commencement of construction of the Premises (see <https://comptroller.texas.gov/taxes/data-centers/>), and Tenant shall reasonably cooperate with Landlord in connection therewith, including promptly executing or delivering all such documents and instruments and taking all further action that Landlord reasonably determines is necessary in order to obtain such exemption. If the Sales Tax Exemptions is not obtained from the applicable taxing authority, for any reason, the Base Rent for the first four (4) years of the Term shall be increased to fully recoup the increase in capital spending associated with any such Sales Tax levied on the acquisition, sale, purchase or use of all equipment, materials and other goods incorporated into the Building and all Landlord Improvements during the construction period; and if the Sales Tax Exemption is obtained but not thereafter maintained as a direct result of a default by Tenant under Section 6.9 beyond all applicable notice and cure periods, then Base Rent shall be so increased for a four (4) year period thereafter, provided, the amount of such increase shall be reduced by all benefits received by Landlord, to the extent not required to be repaid to any taxing authority, pursuant to the Sales Tax Exemption for the period it was in effect. Nothing in this Section 4.4 shall limit Tenant's other obligations or liabilities relating to other taxes set forth elsewhere in this Lease.

## 5. TENANT SECURITY.

**5.1 Deposit.** If Landlord has received Tenant Security from Tenant, Landlord shall hold the Tenant Security as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that the Tenant Security shall not be considered an advance payment of Rent or a measure of Landlord's damages in case of default by Tenant. The Tenant Security shall be held by Landlord without liability to Tenant for interest, and Landlord may commingle such deposit with any other funds held by Landlord (subject to Applicable Security Deposit Laws). Upon the occurrence of any Event of Default by Tenant, Landlord may, from time to time, without prejudice to any other remedy, apply the Tenant Security to the extent necessary to make good any arrears of Base Rent, Add-ons, Additional Rent, and any other payment, damage, injury, expense or liability caused to Landlord by such Event of Default by Tenant. Following any application of the Tenant Security, Tenant shall pay to Landlord within five (5) days of demand the amount so applied in order to restore the Tenant Security to the amount thereof immediately prior to such application. Subject to the requirements of, and conditions imposed by Applicable Security Deposit Laws, Landlord shall, within the time required by Applicable Security Deposit Laws, or if no such requirement exists, within twenty-five (25) business days after the expiration of the Term

of this Lease (or the earlier termination of this Lease), return to Tenant the portion (if any) of the Tenant Security remaining after deducting all damages and losses that Landlord has suffered as a result of any Event of Default by Tenant under this Lease.

**5.2 Replacement Security.** At any time during the term Tenant may elect to replace, either in whole or in part, the Step-Up Security Deposit, the Equity Pledge, the Parent Guaranty or Landlord's lien under Section 14.5 with a Letter of Credit or a cash deposit, in an amount, dollar for dollar, equal to the portion of the Tenant Security that it replaces, in which case Landlord shall return the Step-Up Security Deposit to Tenant (or the portion thereof that is being replaced), release the Equity Pledge (or the portion thereof that is being replaced), terminate the Parent Guaranty, or release Landlord's lien under Section 14.5 (or the portion thereof that is being replaced), as applicable, no later than five (5) business days after Landlord's receipt of the Letter of Credit or the cash deposit from Tenant. If Landlord has received a Letter of Credit from Tenant, Landlord's rights and Tenant's obligations shall be governed by **Exhibit "I"**, and such Letter of Credit shall be treated as part of the Tenant Security, for the purposes of Section 5.1 or the Landlord's lien under Section 14.5, as applicable. Any Letter of Credit or cash deposit that replaces the Equity Pledge or Parent Guaranty shall be in the amount equal to the then applicable Guaranty Cap (as such amount may be ratably reduced in the event of a partial release of the Equity Pledge). Any such release under this Section 5.2 shall be effectuated through a customary escrow arrangement.

**5.3 Parent Guaranty and Equity Pledge.** On the Amendment Date, Tenant shall cause the Guarantor to deliver an amendment to the Parent Guaranty to provide for certain increases to the Guaranty Cap, as more particularly set forth in such amendment.

**5.4 Equity Pledge Release.** The Equity Pledge will be released once the 6,081 Miners designated by Tenant within Powered Shell-A and the associated Encumbered Personal Property (defined in Section 14.5) are installed at the Premises and become subject to the Landlord's lien pursuant to Section 14.5. The parties shall reasonably cooperate to cause a UCC-1 financing statement evidencing Landlord's lien on the such designated Miners and associated Encumbered Personal Property installed in Powered Shell-A to be filed and the Equity Pledge to be released and termination statement(s) reflecting the termination of Landlord's security interest in Air HPC shall be filed with the Delaware Secretary of State through a customary escrow arrangement.

**5.5 Financial Statements.** For so long as Air HPC remains subject to the Equity Pledge, within thirty (30) days following Landlord's written request therefor, Tenant shall provide to Landlord the most recent unaudited consolidated Financial Statements of Air HPC then available. Landlord hereby agrees to maintain such Financial Statements as proprietary and confidential and agrees not to disclose such Financial Statements to any third party other than any actual or prospective lender, mortgagee, or purchaser of the Building, and Landlord's attorneys, accountants and similar business advisors and, in the case of any such disclosure, Landlord shall cause any such persons to whom the such Financial Statements have been disclosed to not disclose the same. Notwithstanding the foregoing, this Section 5.5 shall not apply with regard to Air HPC's or Guarantor's Financial Statements if, as the case may be, (a) either such entity or its direct or indirect parent company is a publicly traded entity that is traded on a nationally recognized stock exchange, and (b) either such entity's or such entity's direct or indirect parent company's Financial Statements are available online to Landlord.

## **6. PERMITTED USE; COMPLIANCE WITH RULES AND LAWS; HAZARDOUS MATERIALS.**

**6.1 Permitted Use.** Tenant shall use the Premises only for the Permitted Use. Any other use of the Premises is subject to Landlord's prior written consent, which consent may be withheld or conditioned in Landlord's sole and absolute discretion.

**6.1.1 Limitations on Permitted Use.** Tenant agrees that neither Tenant, nor any other Tenant Party, may use the Premises, or operate within the Premises and/or the Building, in any manner, which causes or is reasonably likely to cause damage to the Property, the Building, the Premises or any Building System. Tenant agrees to reimburse Landlord, as Additional Rent, for any additional insurance premium charged by Landlord's insurance carrier for any insurance policy by reason of Tenant's failure to comply with the provisions of this Section 6.1.1.

**6.2 Datacenter Rules and Regulations.** Tenant's Permitted Use shall be subject to, and Tenant, and all other Tenant Parties, shall comply fully with the Datacenter Rules and Regulations, which the Parties shall use

good faith efforts to negotiate and agree upon prior to Commencement Date (Powered Shell-A) and include as **Exhibit “K”** hereto, and which shall address such matters that are advisable for the safety, care and/or cleanliness of the Premises, the Building and/or the Property, and/or for the preservation of good order in any of same. Any amendment, modification or supplement to the Datacenter Rules and Regulations shall require the written approval of both Landlord and Tenant, each acting in its sole, but good faith discretion. Datacenter Rules and Regulations may not conflict with, amend or breach the terms of this Lease, interfere with Tenant’s quiet enjoyment of the Tenant Space, increase Tenant’s monetary obligations under this Lease, or unreasonably interfere with Tenant’s Permitted Use of the Premises. In the event of a conflict between the Datacenter Rules and Regulations and the terms of this Lease, the terms of this Lease shall govern. Tenant shall be responsible for causing the other Tenant Parties to comply with the Datacenter Rules and Regulations. Landlord shall enforce the Datacenter Rules and Regulations in a non-discriminatory and equitable manner.

### 6.3 Compliance with Laws; Hazardous Materials.

6.3.1 Compliance with Laws. Tenant, at Tenant’s sole cost and expense, shall timely take all action reasonably required to cause all Alterations and Tenant’s (and all other Tenant Parties’) use of the Premises to comply at all times during the Term of this Lease in all respects with all Applicable Laws.

6.3.2 Hazardous Materials. Tenant agrees that neither Tenant, nor any other Tenant Party, shall Handle any Hazardous Materials in the Premises or any portion of the Building or the Property except in accordance with applicable Environmental Laws. Additionally, Tenant agrees that neither Tenant, nor any other Tenant Party, shall use the Premises in any manner which may directly or indirectly lead to any non-compliance with any Environmental Law. It is agreed and understood that any coolant brought to the Site for the purposes of immersion server cooling shall be a non-hazardous material and excluded from any hazardous material lists as defined by state and federal statutes and regulations.

6.4 **Critical Load Power.** Without consent of Landlord (such consent not to be unreasonably withheld or conditioned or delayed), Tenant’s actual electricity consumption for the Premises shall not exceed the then-applicable Critical Load Power. The power drawn by the Building and all of the equipment (whether personal property, fixtures or otherwise) in or on the Premises shall be included in the calculation of Tenant’s actual electricity consumption for the Premises.

6.5 **Load Control System.** Notwithstanding any other provision of this Lease to the contrary, Tenant agrees and acknowledges that Landlord shall have the right to install, operate and maintain within the Tenant’s leased Premises the Load Control System.

6.6 **Maximum Structural Load.** Tenant shall not place a load upon the Premises exceeding the Maximum Structural Load.

6.7 **Regarding Build-Out of Premises.** The Parties acknowledge that the Premises is, on the Effective Date, master planned to consist of one building with five subparts, Powered Shells A, B and C, the Operational Space and the Server Room, to be constructed as part of the Landlord Improvements consistent with the Base Specification – Final (defined on **Exhibit “J”**) and the other requirements of **Exhibit “J”**.

6.8 **Economic Development Requirements.** Landlord intends to enter into an Economic Development Agreement by and among Landlord, Rowan Land Resources, LLC, a Delaware limited liability company, and Temple Economic Development Corporation (“**TEDC**”), a Texas nonprofit corporation (the “**Economic Development Agreement**”). In connection with Landlord’s obligations under the Economic Development Agreement, Tenant covenants and agrees that it will comply with the following requirements applicable to the Premises (collectively, the “**Economic Development Requirements**”):

6.8.1 Creation of at least twenty (20) full-time employment positions within the City of Temple, Texas, in connection with the Premises, with an average annual salary of at least \$50,000 and maintaining such positions for at least three years following receipt of a final, unconditional certificate of occupancy for the Building;

6.8.2 Using commercially reasonable efforts to fill all employee positions with persons from the City of Temple or its extraterritorial jurisdiction and maintain records documenting the same;

6.8.3 Making a \$75,000,000 taxable capital investment in taxable improvements and personal property in connection with the development of the Premises and assisting Landlord in documenting such investment, including by providing vendor or contractor invoices, bills of lading, serial numbers and other information reasonably requested by Landlord on behalf of TEDC;

6.8.4 Occupying the Premises within 24 months following the acquisition of the Property on the Effective Date;

6.8.5 Using commercially reasonable efforts to purchase all materials, supplies and services in the course of making its investment in the Premises from merchants and businesses physically located in the City of Temple or in its extraterritorial jurisdiction and maintaining records documenting the same;

6.8.6 Not employing any undocumented workers at the Premises;

6.8.7 Not boycotting Israel;

6.8.8 Not having a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and not discriminating against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and

6.8.9 In its construction and operation of the Premises, materially complying with all applicable local, state and federal laws, rules and regulations.

**6.9 Data Center Sales Tax Exemption Requirements.** From and after such time as Landlord has obtained the Sales Tax Exemption, Tenant shall not cause a violation of the requirements for “State Sales Tax Exemption for Qualified Data Centers” as set forth on the State of Texas Comptroller website, which shall include, but not be limited to, the following requirements (provided, the following list shall be modified as necessary from time to time to conform to the actual requirements for the Sales Tax Exemption):

6.9.1 Creating of at least twenty (20) qualifying jobs in the county in which the data center is located, not including jobs moved from one Texas county to another;

6.9.2 Making a capital investment of at least \$150 million in the applicable data center over a 5-year period, beginning on the date the data center is certified by the Comptroller of Texas as a qualifying data center;

6.9.3 Occupying at least 100,000 square feet of space in a single building or portion of a single building located in Texas that is, or will be, used only by a single qualifying occupant as a data center;

6.9.4 Not subleasing any portion of the real or personal property within the qualifying data center;

6.9.5 Not allowing the data center to be used primarily by a telecommunications provider to deliver telecommunications services; and

6.9.6 Not causing the data center to be subject to an agreement limiting the appraised value of the data center’s property under Tax Code Chapter 313.

**6.10 Energization.** Until energization has occurred with respect to all Blocks within Powered Shell-A, Landlord shall energize each Block concurrently with the occurrence of Phase Readiness for such Block. Landlord shall not be required to energize any Block achieving Phase Readiness in Powered Shell-B or Powered Shell-C (such Blocks, the “**Energization Notice Blocks**”) unless Tenant has delivered notice to Landlord that Tenant desires

Landlord to energize any applicable Energization Notice Block(s) (an “**Energization Notice**”). If Tenant delivers an Energization Notice, then Landlord shall energize the applicable Energization Notice Block(s) no later than the date that is the later of (i) ten (10) days after Landlord’s receipt of Tenant’s Energization Notice or (ii) for each such Energization Notice Block, Phase Readiness for such Energization Notice Block. Notwithstanding anything herein to the contrary, energization of the Energization Notice Blocks pursuant to this Section 6.10 shall not be a condition to achievement of Commencement Date (Powered Shell-C), Commencement Date (Powered Shell-B), Upsize Rent Commencement Date or Substantial Completion.

## 7. ACCESS CONTROL; LANDLORD’S ESSENTIAL SERVICES; INTERRUPTION OF SERVICES.

7.1 **Access Control.** Landlord reserves the right, but without assuming any duty, upon consultation with Tenant, to institute access control measures in order to control and regulate access to the Building or any part thereof (other than the interior of the Powered Shells and the Server Room). Landlord shall not, under any circumstances, be responsible for providing or supplying security services to the Premises or any part of the Building in excess of the Campus Security Services (and, unless expressly agreed in writing by Landlord, Landlord shall not under any circumstances be deemed to have agreed to provide any access control services in excess of the Campus Security Services); provided, nothing herein shall restrict Tenant from providing or supplying such security services to the Premises or any part of the Building in excess of the Campus Security Services. The provider of any of the Campus Security Services shall be subject to Tenant’s prior written approval, not to be unreasonably withheld, conditioned or delayed. Subject to Landlord’s then existing Datacenter Rules and Regulations, Landlord agrees to provide Tenant’s employee’s, agents, representatives and visitors entry into the Premises, to inspect, to perform maintenance with respect to Tenant’s Personal Property, and/or for any other purpose consistent with the Permitted Use. Tenant acknowledges and agrees that the activities of all persons in the Premises are and shall be subject to surveillance by video camera and/or otherwise by Landlord’s agents and employees. Landlord acknowledges and agrees that Tenant shall have exclusive control of the interior of the Powered Shells and the Server Room, and shall be permitted to install a video surveillance system therein that shall be under the exclusive control of Tenant. Landlord’s access to the interior of the Powered Shells and the Server Room shall be subject to advance authorization from the Tenant.

7.2 **Landlord’s Essential Services.** Landlord’s agreement to provide Landlord’s Essential Services are described on **Exhibit “F”**, attached hereto.

7.3 **Interruption of Services.** Landlord shall not be liable or responsible to Tenant for any loss, damage or expense of any type which Tenant may sustain or incur if the quantity or character of the *utility-provided* electric service is changed, is no longer available. Additionally, with regard to interruptions of Landlord’s Essential Services, no interruption or malfunction of any electrical or other service to the Premises, or to any other portion of the Building or Property, shall, in any event, (i) constitute an eviction or disturbance of Tenant’s use and possession of the Premises, (ii) constitute a breach by Landlord of any of Landlord’s obligations under this Lease, (iii) render Landlord liable for damages of any type or entitle Tenant to be relieved from any of Tenant’s obligations under this Lease (including the obligation to pay Base Rent, Add-ons, Additional Rent, or other charges), (iv) grant Tenant any right of setoff or recoupment, (v) provide Tenant with any right to terminate this Lease, or (vi) make Landlord liable for any injury to or interference with Tenant’s business or any punitive, incidental or Consequential Damages, whether foreseeable or not, whether arising from or relating to the making of or failure to make any repairs, alterations or improvements, or whether arising from or related to the provision of or failure to provide for or to restore any service in or to any portion of the Property or the Building. In the event of the interruption of any such service, however, Landlord shall employ commercially reasonable efforts to restore such service or cause the same to be restored in any circumstances in which such restoration is within the reasonable control of Landlord.

7.4 **Campus Security.** Landlord will provide the Campus Security Services during the Term of this Lease. Landlord reserves the right, but without assuming any duty, upon consultation with Tenant, to institute additional perimeter access control measures in order to further control and regulate access to the Property.

## 8. MAINTENANCE; ALTERATIONS; REMOVAL OF TENANT’S PERSONAL PROPERTY.

8.1 **Landlord’s Maintenance.** Except as expressly provided in this Section 8.1, Landlord shall have no obligation to repair and/or maintain the Premises. Landlord will maintain and keep in good repair Landlord’s

Electrical Infrastructure, the Substation serving the Premises, the fire suppression systems serving the Premises (excluding the interior of the Powered Shells), the floors and foundation of the Building, the exterior walls and windows of the Building, the roof of the Building and the Powered Shell Air Circulation System (collectively, “**Landlord’s Maintenance Obligations**”). Landlord shall also be responsible for general site maintenance including any fences, security, access roads, parking areas, landscaping and similar items. In connection with the foregoing: (a) Landlord’s maintenance obligations under this Section 8.1 regarding the electrical system(s) exclusively serving the Premises, shall extend to the supply side of each PDU. With respect to the padmount transformers, shall be limited to the exterior of the Building; and (b) Tenant shall be solely responsible for the distribution of electrical power within each suite to the remainder of the suite and for the installation and related operation, maintenance, repair, and replacement of equipment and systems required in connection with such distribution. For the avoidance of doubt, Tenant employees or contractors with the requisite qualifications may disconnect the breakers of the low-voltage equipment serving each Powered Shell. Upon Tenant’s written request, Landlord shall authorize any employee of Tenant that has the requisite qualifications to disconnect the breakers of the medium-voltage control equipment on the outside of each Powered Shell; provided, any such authorized employee may take such action only during an Emergency.

8.1.1 Preventative Maintenance Standards. Tenant acknowledges that Landlord’s PM Standards shall be updated on at least an annual basis. Landlord’s PM Standards and Landlord’s PM Schedule shall each be subject to Tenant’s approval, not to be unreasonably withheld, conditioned or delayed. Landlord shall provide Tenant with Landlord’s PM Schedule as far in advance as is reasonably practicable. Landlord agrees to perform the PM Activities and to substantially adhere to the then current PM Schedule in connection with such performance.

8.1.2 Tenant’s PM Audit. During the Term, Tenant shall have the right once per Lease Year to perform a PM Audit. Tenant shall exercise the foregoing right by delivering its PM Audit Notice to Landlord no less than thirty (30) days before the date upon which Tenant desires to perform its PM Audit. The PM Audit Notice must detail the equipment for which Tenant wishes to inspect the PM Books and Records, which shall be made available to Tenant at electronically, or may be inspected at Landlord’s office at the address set forth in Item 11 of the Basic Lease Information or other location mutually agreed upon by the Landlord and Tenant. Any such PM Audit shall be performed during Landlord’s normal business hours at a time and location within the Building reasonably designated by Landlord. Landlord shall respond to Tenant’s PM Audit Notice within five (5) business days after Landlord’s receipt of Tenant’s PM Audit Notice with the date, time and location of Tenant’s PM Audit. If Tenant’s PM Audit reveals that Landlord is delinquent in complying with the PM Schedule, Tenant shall deliver written notice to Landlord of such delinquency, and Landlord shall cure such delinquency within the time allowed pursuant to Section 16.1.1 of this Lease and Landlord shall reimburse Tenant for the commercially reasonable, out of pocket costs and expenses incurred by Tenant in connection with its PM Audit.

8.1.3 PM Change. In connection with the foregoing, in the event that Tenant desires that Landlord make a PM Change, Tenant agrees to provide Landlord a PM Change Request no fewer than *twenty (20) days* prior to the next scheduled occurrence of the PM Activity to which the PM Change Request applies. In the event that Landlord is reasonably able to accommodate the PM Change, Landlord shall provide Tenant a PM Change Cost Estimate within three (3) business days after Landlord’s receipt of the PM Change Request. Tenant agrees to notify Landlord within five (5) business days after Tenant’s receipt of the PM Change Cost Estimate as to whether or not Tenant elects to have the PM Change implemented. If Tenant timely elects to have the PM Change implemented, Tenant shall pay Landlord the actual incremental amount of the costs incurred by Landlord in connection with the PM Change within thirty (30) days after Tenant’s receipt of an invoice for same from Landlord. If Tenant does not timely respond, Tenant shall be deemed to have elected NOT to have the PM Change implemented.

8.2 **Tenant’s Maintenance.** During the Term of this Lease, Tenant shall, at Tenant’s sole cost and expense, maintain the Premises and Tenant’s equipment therein in good order and in a clean and safe condition. Tenant shall have the exclusive right to maintain PDUs and low-voltage electrical infrastructure and equipment serving the server halls and the Server Room. In the event of an Emergency, Tenant will have the right to open breakers of individual server hall padmount transformers.

8.3 **Alterations.**

8.3.1 Except as set forth in the next succeeding sentence, Tenant may make any alterations, additions, or improvements to the Premises (each, an “Alteration”, and collectively, “Alterations”) without Landlord’s prior written consent in connection with the placement, installation, operation, repair and maintenance of Tenant’s Personal Property; provided, however, that such Alterations are (i) performed in accordance with this Section 8.3, (ii) will not affect the Building’s structural elements or have an adverse effect on the Building Systems, and (iii) in compliance with the Datacenter Rules and Regulations and Exhibit “P”. All Alterations shall remain in the Premises at the end of the Term; provided, however, that all Tenant’s Personal Property shall remain the property of Tenant and may be removed by Tenant upon termination or expiration of this Lease, subject to Section 14.5.

8.3.2 Each request for Alterations consent must contain one (1) full size hard copy of all drawings and, to the extent required to secure a building permit for the Alterations, one (1) full set of drawings on CD. Landlord’s failure to deliver notice to Tenant withholding its consent to any proposed Alterations by Tenant within twenty (20) days following Tenant’s written request therefor shall be deemed to constitute Landlord’s approval of such proposed Alterations.

8.3.3 All of Tenant’s contractors, laborers, material men and others must obtain (and provide Landlord evidence of) such insurance as Landlord may reasonably require, prior to any such entry; provided that, in no event shall such insurance requirements exceed those that are described on Exhibit “B-1”, attached hereto.

8.3.4 Server Refresh. At least once during the initial Term of the Lease and, if Tenant exercises the first Extension Option, at least once during the extended Term of the Lease, Tenant, at Tenant’s sole cost and expense, shall replace all existing Miners in each Powered Shell with new Miners that are at least 20% more productive (measured in terahash/second) as compared to the existing Miners (such replacement, a “Server Refresh”). Tenant shall provide notice to Landlord upon completion of any Server Refresh certifying to Landlord that the Server Refresh has been completed in accordance with this Section 8.3.4 with reasonable supporting materials, including a list of the serial numbers of the newly installed Miners to be included in the collateral description of the UCC-1 in accordance with the final sentence of this Section 8.3.4, and Landlord shall approve or reject such certification, such approval not to be unreasonably withheld, conditioned or delayed. No later than five (5) business days following Landlord’s approval of the Server Refresh certification, Landlord shall return the Step-Up Security Deposit to Tenant (provided, Tenant shall be required to thereafter deposit a new Step-Up Security Deposit as and to the extent provided in Item 10 of the Basic Lease Information). Upon any such Server Refresh, Tenant, in consideration for the Landlord’s lease of the Premises and as security for the obligations of Tenant hereunder, shall grant to Landlord a continuing security interest in the replaced Miners and associated monitoring and control systems and such replaced Miners and related equipment shall be considered “Encumbered Personal Property” and subject to Section 14.5. In addition, Landlord and Tenant shall reasonably cooperate to cause all applicable UCC-1 financing statements evidencing Landlord’s lien on the replacement Miners and UCC-3 terminations along with other documents reasonably requested by Tenant releasing Landlord’s lien from the replaced Miners to be filed simultaneously through a customary escrow arrangement.

8.4 **Removal of Tenant’s Personal Property**. Notwithstanding anything to the contrary: (a) upon the expiration or earlier termination of this Lease for any reason (including, without limitation, pursuant to Sections 9 or 15) in accordance with the terms herein, Tenant shall, at Tenant’s sole cost and expense, remove any or all of Tenant’s Personal Property, in which case Tenant shall restore those portions of the Building and/or the Premises damaged by such removal (or by the initial installation) of such Tenant’s Personal Property, ordinary wear and tear excepted; and (b) Tenant shall have the right, and is hereby granted a license for entry, to enter the Property, any Building or the Premises for a period of sixty (60) days following the expiration or earlier termination of the Lease for any reason to remove any or all of Tenant’s Personal Property and to restore those portions of the Building and/or the Premises damaged by such removal (or the initial installation) of such Tenant’s Personal Property. Notwithstanding the foregoing, Tenant shall have no obligation to remove any conduits, wiring or Alterations thereof upon the expiration or earlier termination of this Lease.

8.1 **Division of Responsibility – Electrical Infrastructure**. Reference is made to the matrix attached hereto as **Exhibit “Q”** regarding the allocation of construction and maintenance responsibilities for the electrical infrastructure to be installed in the Premises. To the extent of any inconsistency between the allocation of maintenance responsibilities between Landlord and Tenant under Sections 8.1 and 8.2 and **Exhibit “Q”**, the terms of **Exhibit “Q”** shall control.

## 9. CASUALTY EVENTS; TAKINGS; INSURANCE.

### 9.1 Casualty Events; Takings.

9.1.1 **Casualty Events.** If, during the Term of this Lease, any portion of the Building or the Premises shall be damaged or destroyed, in whole or in part, by a Casualty Event, Landlord shall, subject to the terms of this Section 9.1.1, and Sections 9.1.1.1 and 9.1.1.2, below, cause the Casualty Repair to occur. Landlord shall provide the Casualty Repair Notice to Tenant as soon as is reasonably practicable following the Casualty Event. For the avoidance of doubt, however, such repair and reconstruction obligation shall not be deemed to include any obligation on the part of Landlord with regard to any Alteration, nor any of Tenant's Personal Property. Notwithstanding anything to the contrary, including, without limitation, Section 16.2, Landlord's repair and restoration obligations under this Section 9.1.1 shall not be subject to Landlord's Liability Cap.

9.1.1.1 **Landlord's Termination Right.** Notwithstanding the foregoing, in the event that the Repair Period-Estimated exceeds ninety (90) days, Landlord shall have the right to terminate this Lease by, and effective upon, written notice to Tenant as part of the Casualty Repair Notice.

9.1.1.2 **Tenant's Termination Right.** If (a) a Casualty Event causes damage to the Premises, or (b) a Casualty Event causes damage to the Building, such that Tenant is prevented from accessing the Premises, then Tenant shall have the right to terminate this Lease by, and effective upon, written notice to Landlord if (i) the Repair Period-Estimated exceeds ninety (90) days (in which case Tenant must provide written notice to Landlord of such termination within thirty (30) days after Tenant's receipt of the Casualty Repair Notice), or (ii) the Repair Period-Actual exceeds ninety (90) days (in which case Tenant must provide written notice to Landlord of such termination prior to the one hundred twentieth (120<sup>th</sup>) day of the Repair Period-Actual).

9.1.1.3 **Casualty-Complete.** The foregoing notwithstanding, in the event of a Casualty-Complete, this Lease shall automatically terminate as of the date of the Casualty-Complete.

9.1.1.4 **Base Rent Abatement – Casualty Events.** In the event that this Lease is terminated pursuant to Sections 9.1.1.1, 9.1.1.2 or 9.1.1.3, above, Landlord shall refund to Tenant any prepaid Base Rent, less any sum then owing to Landlord by Tenant. If, however, this Lease is not terminated pursuant to any of said Sections, Base Rent shall be abated proportionately during the Repair Period-Actual to the extent that the Premises (i) is unfit for use by Tenant in the ordinary conduct of Tenant's business, and (ii) actually is not used by Tenant.

### 9.1.2 Takings.

9.1.2.1 **Total Taking.** If all or substantially all of the Premises, the Building or the Property shall be the subject of a Taking, this Lease shall terminate as of the date of the vesting of title in the condemning authority.

9.1.2.2 **Partial Taking.** If only a part of the Premises, the Building or the Property shall be the subject of a Taking, this Lease shall continue in full force and effect, subject to the terms of Sections 9.1.2.3-9.1.2.7, below.

9.1.2.3 **Landlord's Termination Right – Partial Taking.** If the part of the Building or the Property that is taken or condemned as part of the Taking contains greater than fifty percent (50%) of the total area of the Premises that existed immediately prior to such Taking, Landlord may terminate this Lease by notice to Tenant given within sixty (60) days following the date upon which Landlord received notice of such Taking. If Landlord so notifies Tenant, this Lease shall terminate upon the date set forth in the notice, which date shall not be more than thirty (30) days following the giving of such notice.

9.1.2.4 **Tenant's Termination Right – Partial Taking.** If the part of the Building or the Property that is taken or condemned as part of the Taking contains greater than twenty-five percent (25%) of the total area of the Premises that existed immediately prior to such Taking, or if, by reason of such Taking, Tenant no longer has reasonable means of access to the Premises, Tenant may terminate this Lease by notice to Landlord given within sixty (60) days following the date upon which Tenant received notice of such Taking. If Tenant so notifies Landlord,

this Lease shall terminate upon the date set forth in the notice, which date shall not be more than thirty (30) days following the giving of such notice.

9.1.2.5 **Restoration – Taking.** If this Lease shall not have been terminated pursuant to Sections 9.1.2.3 or 9.1.2.4, above, Landlord, at Landlord’s expense, shall, as soon as is reasonably practicable, restore that part of the Premises that was not taken or condemned as part of the Taking to a self-contained rental unit substantially equivalent (with respect to character, quality, appearance and services) to that which existed immediately prior to occurrence of the Taking, excluding Tenant’s Personal Property.

9.1.2.6 **Base Rent Abatement – Taking.** In the event that this Lease is terminated pursuant to Sections 9.1.2.1, 9.1.2.3 or 9.1.2.4, above, Landlord shall refund to Tenant any prepaid Base Rent, less any sum then owing to Landlord by Tenant. If, however, this Lease is not terminated pursuant to any of said Sections, Base Rent shall be reduced proportionately to the extent that the Premises is reduced as a result of the Taking.

9.1.2.7 **Taking Award Rights.** Landlord reserves the right to receive the entirety of the condemning authority’s award related to a Taking of any portion of the Property. The foregoing notwithstanding, in the event that this Lease is terminated in connection with any Taking, Landlord expressly permits Tenant to make a separate claim against the condemning authority, in any appropriate proceeding, for the value of Tenant’s unamortized, but taken, leasehold improvements or other improvements to the Premises made by Tenant and for Tenant’s moving expenses related to such Taking. If any such award that is made, or compensation that is paid, to either party specifically includes an award or amount for the other, the party first receiving the same shall promptly make an accounting of same to the other.

9.1.3 **Tenant’s Remedy.** Tenant’s termination rights and rights to Base Rent abatement, to the extent provided above in this Article 9, shall be Tenant’s sole and exclusive remedies in the event of a Casualty Event or Taking, except, with respect to a Casualty Event, if such Casualty Event is caused by any grossly negligent act or omission or act of willful misconduct of Tenant or any Tenant Party.

9.2 **Tenant’s Insurance.** Tenant shall, at Tenant’s expense, procure and maintain from the Commencement Date and thereafter throughout the Term of this Lease a policy or policies of insurance in accordance with the terms and requirements set forth in **Exhibit “B-1”** to this Lease. All of Tenant’s insurance policies with respect to the Premises shall be endorsed so as to include a waiver of subrogation in accordance with and to the full extent of Tenant’s waiver of claims with respect to the Landlord Group set forth in Section 14.1.1 of this Lease.

9.2.1 The commercial general liability policies procured by Tenant hereunder shall name Landlord and Landlord’s managing agent, and any Holders designated by Landlord as additional insureds. Prior to occupying the Premises, and prior to the expiration of each such policy, Tenant shall submit to Landlord certificates of insurance evidencing such policies (and the applicable renewals thereof) being in effect. All insurance policies procured hereunder shall contain a provision stating that the insurer shall endeavor to provide at least fifteen (15) days’ written notice to Landlord and all others named as additional insureds prior to any cancellation or material modification of such policy.

9.3 **Landlord’s Insurance.** Landlord shall, at Landlord’s expense, procure and maintain throughout the Term of this Lease a policy or policies of insurance in accordance with the terms and requirements set forth in **Exhibit “B-2”** to this Lease. Each of such insurance policies shall be endorsed so as to include a waiver of subrogation in accordance with and to the full extent of Landlord’s waiver of claims with respect to the Tenant Group set forth in Section 14.1.2 of this Lease. For the avoidance of doubt, however, Landlord and Tenant acknowledge and agree that, in no event, shall Landlord be obligated to carry any insurance covering any of Tenant’s Personal Property, any Alteration to the Premises made by or on behalf of Tenant, or covering any Tenant Party.

9.3.1 The commercial general liability policies procured by Landlord hereunder shall name Tenant, Rhodium Shared Services LLC, Rhodium Industries LLC and Rhodium Technologies LLC, and each of their respective managers, members, officers, directors, employees, contractors and representatives, and any Leasehold Mortgagees designated by Tenant as additional insureds. Prior to the Commencement Date, and prior to the expiration of each such policy, Landlord shall submit to Tenant certificates of insurance evidencing such policies (and the applicable renewals thereof) being in effect. All insurance policies procured hereunder shall contain a provision

stating that the insurer shall endeavor to provide at least fifteen (15) days' written notice to Tenant and all others named as additional insureds prior to any cancellation or material modification of such policy.

## 10. TRANSFERS.

10.1 **Restrictions on Transfers; Landlord's Consent.** Except as otherwise expressly set forth in Section 10.1.1, below, to the contrary, Tenant shall not effect a Transfer, without Landlord's express prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. It shall be unreasonable for Landlord to withhold its consent to any Transfer where (i) Tenant gives Landlord prior written notice of the name of such transferee, (ii) the applicable transferee assumes, in writing, for the benefit of Landlord, all of Tenant's obligations under this Lease, (iii) immediately following such assignment, such transferee has the same or better financial strength as that which Tenant had as of the Effective Date of this Lease, as evidenced in a manner reasonably acceptable to Landlord, (iv) the then-required Tenant Security is replaced in full in accordance with the terms of the Lease upon such assignment, (v) such transferee has sufficient relevant experience owning and/or operating data center facilities of comparable size and quality as the Premises as determined in Landlord's reasonable discretion, (vi) such transferee has substantially similar energy consumption needs as Tenant as a result of conducting the Permitted Use on the Premises, (vii) the Energy Supply Agreement or Market Rate Energy Supply Agreement, as applicable, is also assigned to, and assumed by, such transferee, (viii) such transferee is not owned by or controlled by a Foreign Adversary and such assignment and/or transferee's use of the Premises for its Permitted Use would not reasonably be considered a "covered transaction" or "covered real estate transaction" pursuant to CFIUS Laws, and (ix) as of the date of the proposed Transfer, the proposed transferee is not reasonably expected to be subject to higher levels of regulation than Tenant and the Proposed Transfer is not reasonably expected to subject the Premises or Landlord to higher levels of regulation as a result of conducting the Permitted Use on the Premises (the requirements in (i)-(ix), collectively, the "**Transfer Requirements**"). Except as otherwise expressly set forth in this Lease, no Transfer (whether voluntary, involuntary or by operation of law) shall be valid or effective without Landlord's prior written consent as provided above and, at Landlord's election, any such Transfer shall constitute an Event of Default by Tenant under Section 15.1.2 of this Lease.

10.1.1 **Permitted Transfer.** Notwithstanding anything to the contrary in this Lease, Tenant may, without the consent of Landlord undertake a Permitted Transfer; provided that, as conditions precedent to proceeding with an internal corporate restructuring referenced in clause (iii) of the definition of "Permitted Transfer" (such conditions, the "Restructuring Conditions"), the Tenant shall, in lieu of the notice requirement set forth in clause (a) of the definition of "Permitted Transfer", at least thirty (30) days before the proposed restructuring, provide the Landlord with each of the following: (i) a prior written notice of the proposed restructuring, (ii) a detailed description of the proposed restructuring and its expected effects, if any, on the enforceability of this Lease or on the ability of Tenant to perform its obligations hereunder; (iii) a memorandum of legal counsel to the Tenant addressed to the Landlord explaining the necessity of the proposed restructuring, (iv) an unconditional legally binding commitment of the Tenant, in form satisfactory to the Landlord to amend any Tenant Security documentation and to take any other action as necessary to preserve the Landlord's lien on the Encumbered Personal Property pursuant to Section 14.5 and Landlord's rights under the Equity Pledge and Parent Guaranty, and (v) a certificate of an authorized officer of the Tenant addressed to the Landlord certifying that the proposed restructuring shall not have a material adverse effect on (A) the enforceability of this Lease, or (B) the ability of Tenant to perform its obligations hereunder, or (C) the value of the Tenant Security.

10.2 **Notice to Landlord.** If Tenant desires to make any Transfer (other than a Permitted Transfer), then at least twenty (20) business days (but no more than one hundred eighty (180) days) prior to the proposed effective date of the Transfer, Tenant shall submit a Transfer Notice to Landlord. If, thereafter, Tenant modifies any of the terms and conditions relevant to a proposed Transfer specified in the Transfer Notice, Tenant agrees to re-submit such Transfer Notice to Landlord for its consent pursuant to all of the terms and conditions of this Article 10. With respect to any Permitted Transfer, Tenant shall provide Landlord with the prior written notice as provided in the definition thereof or Section 10.1.1, as applicable.

10.3 **Release; Subsequent Transfers.** Any assignee of Tenant agrees to assume the obligations of Tenant, as assignor, and such assignee shall be bound by the terms of this Lease. After such assignment and assumption, Tenant's obligations under this Lease shall not be binding upon the Tenant named herein (or upon any subsequent tenant after the assignment by such subsequent tenant), and in the event of such assignment and

assumption, Tenant (and any such subsequent tenant) shall be entirely freed and relieved of all covenants and obligations of Tenant hereunder arising from and after the date of assignment (but not arising on or prior to the date of assignment).

**10.4 Subletting; Site Hosting.** Tenant shall not, at any time, sublet or license the Premises; provided, however, Tenant may enter into one or more agreements with third parties to provide site hosting services at the Premises for any Permitted Use (each, a “**Site Hosting Agreement**”) provided that any such Site Hosting Agreement shall be subject to Landlord’s consent, not to be unreasonably withheld, conditioned or delayed, and any such agreement shall be subordinate to this Lease. Tenant shall provide Landlord a reasonably detailed written request of any proposed site hosting activities at the Premises. Landlord shall have ten (10) business days following receipt to review and respond to such request. Landlord may respond by accepting the request, rejecting the request by providing a reasonable written explanation for such rejection or requesting additional information from Tenant in connection with such request. If additional information is requested pursuant to the foregoing, Landlord shall have an additional ten (10) business days to review and respond to such additional information upon receipt thereof. No Site Hosting Agreement shall release Tenant from any of its obligations under this Lease. No Site Hosting Agreement shall have a term that extends beyond the scheduled duration of the Term. If Landlord shall fail to respond within the requisite period to any request by Tenant to consent to a Site Hosting Agreement, then Landlord shall be deemed to have consented to such Site Hosting Agreement.

**10.5 Mortgages on Tenant’s Leasehold Interest; Financing Secured by Tenant’s Personal Property.** Tenant and every permitted successor and assignee as the then holder of the interest of Tenant under this Lease shall, subject to the provisions of this Section 10.5 have the absolute and unconditional right, without the need to seek or obtain the consent of Landlord or any Holder, from time to time, to mortgage and finance and refinance its interest in this Lease (each, a “**Leasehold Mortgage**”, and the holder thereof, a “**Leasehold Mortgagee**”). Such rights shall include the right to assign unconditionally, collaterally or otherwise, Tenant’s interest in this Lease as collateral security for such Leasehold Mortgage, and in connection therewith, to grant and convey Tenant’s interest in the Premises, in such form as the holder of the Leasehold Mortgage determines. All proceeds of any Leasehold Mortgage shall belong to Tenant. Any such Leasehold Mortgage shall provide that (i) it is made subject to the terms, covenants, conditions and agreements of this Lease, (ii) such Leasehold Mortgage shall be subordinate to Landlord’s fee interest in the Premises and its first priority lien on the Encumbered Personal Property on the Premises, (iii) Leasehold Mortgagee agrees that copies of all default notices by Leasehold Mortgagee to Tenant under the Leasehold Mortgage shall be given to the Landlord, and (iv) within fifteen (15) days after the execution and delivery of any such Leasehold Mortgage the Leasehold Mortgagee delivers to Landlord, in accordance with the notice provisions of this Lease, a true copy of such Leasehold Mortgage and notifies Landlord of the address of the Leasehold Mortgagee to which notices to the Leasehold Mortgagee under this Lease shall be sent. Landlord shall execute all reasonable documents and agreements, including, without limitation, estoppel, consent, and waiver agreements in such forms as are reasonably required by a Leasehold Mortgagee and reasonably satisfactory to Landlord in connection with its issuance of a Leasehold Mortgage, so long as the same are materially consistent with the terms and provisions of this Lease, do not subordinate Landlord’s fee interest in the Premises or first priority lien on the Encumbered Personal Property to any matter that can result in forfeiture or impairment of Landlord’s fee title to the Premises or first priority lien on the Encumbered Personal Property, nor impose any cost or liability on Landlord. Subject to the foregoing provisions of this Section 10.5 and the provisions of Section 10.6, any Leasehold Mortgage shall, at all times, be subject and subordinate to the terms of this Lease and the first priority lien on the Encumbered Personal Property, and any party foreclosing any such Leasehold Mortgage, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all of the terms and provisions of this Lease first priority lien on the Encumbered Personal Property. Notwithstanding the foregoing, no Leasehold Mortgagee shall be treated as having assumed any obligations under this Lease until such time as it takes possession of all or any part of the Improvements by foreclosure, deed in lieu of foreclosure or otherwise. No Leasehold Mortgagee shall have liability under this Lease, imposed upon the Leasehold Mortgagee, other than that which arises in connection with and from and after its taking possession of the Premises to perform obligations of Tenant hereunder, at such Leasehold Mortgagee’s sole election.

Tenant and every permitted successor and assignee as the then holder of the interest of Tenant under this Lease shall have the absolute and unconditional right, without the need to seek or obtain the consent of Landlord or any Holder, from time to time, to obtain financing secured by Tenant’s Personal Property other than the Encumbered Personal Property; provided, if the lender providing such financing shall require Landlord’s consent for such financing, then Landlord shall not unreasonably withhold, condition or delay such consent. In connection with any such consent,

and at Tenant's cost, Landlord shall execute all reasonable documents and agreements, including, without limitation, waiver agreements in such forms as are reasonably required by a lender providing such financing and reasonably satisfactory to Landlord in connection with its issuance of such financing, so long as the same are materially consistent with the terms and provisions of this Lease, do not subordinate Landlord's fee interest in the Premises or first priority lien on the Encumbered Personal Property to any matter that can result in forfeiture or impairment of Landlord's fee title to the Premises or first priority lien on the Encumbered Personal Property, nor impose any cost or liability on Landlord.

**10.6 Leasehold Mortgage Protections.** The following shall apply in connection with Leasehold Mortgages:

(a) There shall be no consensual cancellation, surrender or modification of this Lease by joint action of Landlord and Tenant, without the prior express consent in writing of the Leasehold Mortgagee, if Landlord shall have previously been apprised in writing of the name and address of such Leasehold Mortgagee;

(b) Landlord shall, at or about the time of serving Tenant with any notice of default by Tenant under this Lease, also serve a copy of such notice upon the Leasehold Mortgagee, if Landlord shall have previously been apprised in writing of the name and address of such Leasehold Mortgagee. The Leasehold Mortgagee shall thereupon have the right to remedy or cause to be remedied the default complained of, including, without limitation, reimbursement to Landlord of any costs or expenses incurred if payable by Tenant under such circumstances, so long as such remedy is performed within the cure periods afforded to Tenant under the provisions of this Lease, plus an additional thirty (30) days which, for the avoidance of doubt shall not constitute an extended cure period available to Tenant. Landlord shall accept such performance by the Leasehold Mortgagee if completed within the period provided to the Leasehold Mortgagee hereunder as if the same had been done by Tenant. However, in no event shall any Leasehold Mortgagee be obligated so to remedy any such default.

(c) Prior to the expiration of the cure period afforded to Tenant under the Lease for the applicable default, plus the additional applicable extended time period for the benefit of the Leasehold Mortgagee, as provided above, Landlord shall not exercise its remedies by reason of such default. If a default cannot be cured unless and until the Leasehold Mortgagee has obtained possession of the Premises, then Landlord shall not exercise its remedies without first giving to the Leasehold Mortgagee an additional reasonable time within which either (i) to obtain possession of the Premises (including, without limitation, possession by a receiver) or (ii) to institute foreclosure proceedings to obtain possession, in each of the circumstances described in items (i) and (ii) above, as expeditiously as is reasonably possible, subject to such delays as are beyond the Leasehold Mortgagee's reasonable control, but in no event more than thirty (30) days following Leasehold Mortgagee's receipt of notice of the applicable Event of Default by Tenant. So long as any default is cured by the Leasehold Mortgagee within the applicable time period provided in this paragraph (c), Landlord shall not exercise its remedies by reason of such default so cured.

(d) In the event of the cure by the Leasehold Mortgagee of all defaults of Tenant, Landlord shall, at the election of the Leasehold Mortgagee, enter into a new lease with the Leasehold Mortgagee or its nominee for the remainder of the Term, at the Rent and upon all of the other terms and conditions contained in this Lease, with the benefit of any SNDA in effect. Any such new lease shall be and remain an encumbrance on the Premises having the same priority thereon as this Lease.

(e) The right of a Leasehold Mortgagee to foreclose a Leasehold Mortgage and to sell or assign the lessee interest in this Lease is expressly recognized but shall be subject to the Transfer Requirements and all other terms and provisions of this Lease.

(f) The leasehold estate created by this Lease shall not merge but shall remain separate and distinct notwithstanding the acquisition of both leasehold and fee interests by Landlord or by Tenant or by a third party, by purchase or otherwise, and this Lease shall not be terminated by the application of the doctrine of merger except at the express election of the owner and the consent of the mortgagee under all mortgages or deeds of trust on the Premises.

**11. ESTOPPEL CERTIFICATES.** At any time and from time to time, within ten (10) days after written request the other party hereto, each party (the "**Estoppel Party**") shall execute, acknowledge and deliver to the other party (the "**Requesting Party**") a statement executed and acknowledged by the Estoppel Party, in form reasonably

satisfactory to the Requesting Party (a) stating the Commencement Date and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the payments hereunder have been paid, (c) stating whether or not, to the best of the Estoppel Party's knowledge, the Requesting Party is in default under this Lease, and, if the Requesting Party is in default, setting forth the specific nature of all such defaults, (d) stating the address of the Estoppel Party to which all notices and communications under the Lease shall be sent, and (e) responding to any other matters reasonably requested by the Requesting Party Each party acknowledges and agrees that any statement delivered (or to be delivered) pursuant to this Article 11 may be relied upon by the Requesting Party and any prospective purchaser of the Building and/or the Property and by any current and/or prospective Holder, and any assignee of any such Holder, and/or, to the extent Landlord has granted its consent to a Transfer or a Transfer is a Permitted Transfer, the proposed transferee of Tenant's interest in this Lease.

## 12. SUBORDINATION AND ATTORNMENT; HOLDER RIGHTS.

12.1 **Subordination and Attornment.** Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, and at the election of Landlord or any Holder, this Lease will be subject and subordinate at all times to all Security Documents, which may now exist or hereafter be executed which constitute a lien upon or affect the Property or any portion thereof, or Landlord's interest and estate in any of said items, subject in all events to Section 12.3. Notwithstanding the foregoing, Landlord reserves the right to subordinate (or cause the subordination of) any such Security Documents to this Lease. In the event of any termination or transfer of Landlord's estate or interest in the Property, the Building or the Premises by reason of any termination or foreclosure of any such Security Documents (and notwithstanding any subordination of such Security Document to this Lease that may or may not have occurred), Tenant agrees to attorn to and become the tenant of such successor, in which event Tenant's right to possession of the Premises will not be disturbed so long as an Event of Default is not continuing. Tenant hereby waives any right under any Applicable Law or otherwise to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event of any termination or transfer of Landlord's estate or interest in the Property, the Building, or the Premises by reason of any termination or foreclosure of any such Security Documents. Tenant covenants and agrees to execute and deliver, within ten (10) business days of receipt thereof, and in the form reasonably required by Landlord or any Holder, any additional documents evidencing the priority or subordination of this Lease and Tenant's agreement to attorn with respect to any such Security Document; provided, however, any such agreement subordinating this Lease to such lease, mortgage or deed of trust shall contain a non-disturbance provision that is reasonably acceptable to such Holder, Landlord and Tenant in accordance with Section 12.3, below.

12.2 **Holder Protection.** Tenant agrees to give each Noticed Holder having a first priority mortgage on the Property, by registered or certified mail, a copy of any notice of default served upon Landlord by Tenant. Tenant further agrees that if Landlord shall have failed to cure such default within thirty (30) days after such notice to Landlord, then, prior to Tenant pursuing any remedy for such default provided hereunder, at law or in equity, any Noticed Holder shall have an additional thirty (30) days within which to cure or correct such default (or if such default cannot reasonably be cured or corrected within that time, then such additional time as may be necessary if the Noticed Holder has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default).

12.3 **SNDA.** At any time that the Premises is hereafter made subject to any Security Document(s), Landlord shall use commercially reasonable good faith efforts to cause the Holder to deliver an SNDA to Tenant. Notwithstanding anything herein to the contrary, the subordination of this Lease to any Security Document hereafter placed upon the Premises, and Tenant's agreement to attorn to the Holder as provided in this Article 12, shall be conditioned upon the Holder entering into an SNDA.

## 13. SURRENDER OF PREMISES; HOLDING OVER.

13.1 **Tenant's Method of Surrender.** Upon the expiration of the Term of this Lease, or upon any earlier termination of this Lease or the termination of Tenant's right to possess the Premises, Tenant shall, subject to the provisions of this Article 13 and Section 8.4, quit and surrender possession of the Premises to Landlord in good working order and clean condition, ordinary wear and tear excepted.

13.2 **Disposal of Tenant's Personal Property.** If any property not belonging to Landlord remains in the Premises after the expiration of, or within fifteen (15) business days after any earlier termination of, the Term of this Lease or the termination of Tenant's right to possess the Premises, Tenant shall be deemed to have abandoned such property and to have authorized Landlord to make such disposition of such property as Landlord may desire without liability for compensation or damages to Tenant or any other Tenant Party.

13.3 **Holding Over.** If Tenant should remain in possession of all or any portion of the Premises after the expiration of the Term of this Lease (or any earlier termination of this Lease or the termination of Tenant's right to possess the Premises), without the execution by Landlord and Tenant of a new lease or an extension of the Term of this Lease, then Tenant shall be deemed to be occupying the entire Premises as a tenant-at-sufferance, upon all of the terms contained herein, except as to term and Base Rent and any other provision reasonably determined by Landlord to be inapplicable. During any such holdover period, Tenant shall pay to Landlord a monthly Base Rent in an amount equal to one hundred fifty percent (150%) of the Base Rent payable by Tenant to Landlord during the last month of the Term of this Lease and all Additional Rent. The monthly rent payable for such holdover period shall in no event be construed as a penalty or liquidated damages for such retention of possession, nor shall such monthly rent be considered to be any form of Consequential Damages related to such retention of possession. Neither any provision hereof nor any acceptance by Landlord of any rent after any such expiration or earlier termination shall be deemed a consent to any holdover hereunder or result in a renewal of this Lease or an extension of the Term, or any waiver of any of Landlord's rights or remedies with respect to such holdover. As such, and notwithstanding any provision to the contrary contained herein, Landlord expressly reserves the right to require Tenant to surrender possession of the Premises upon the expiration of the Term of this Lease or upon the earlier termination hereof or at any time during any holdover and the right to assert any remedy at law or in equity and collect damages in connection with any such holdover.

13.4 **Survival.** The provisions of this Article 13 shall survive the expiration or early termination of this Lease.

#### 14. **WAIVERS; INDEMNIFICATION; CONSEQUENTIAL DAMAGES; LIENS.**

##### 14.1 **Waivers.**

14.1.1 Tenant hereby waives its rights against the Landlord Group with respect to any claims or damages or losses for damage to any Tenant's Personal Property, which are caused by or result from (i) risks insured against under any insurance policies which are required to be obtained and maintained by Tenant under this Lease, and were, in fact, carried by Tenant at the time of such claim, damage, loss or injury, or (ii) risks which would have been covered under any insurance required to be obtained and maintained by Tenant under this Lease on customary terms, limitations, conditions, and exclusions had such insurance been obtained and maintained as required by this Lease, including all such claims, damages and losses, which are caused by or result from the negligence of any member of the Landlord Group. The foregoing waivers shall be in addition to, and not a limitation of, any other waivers or releases contained in this Lease.

14.1.2 Landlord hereby waives its rights against the Tenant Group with respect to any claims or damages or losses for damage to the Building, the Property and/or Landlord's equipment and fixtures, which are caused by or result from (i) risks insured against under any insurance policies which are required to be obtained and maintained by Landlord under this Lease and that were, in fact, carried by Landlord at the time of such claim, damage, loss or injury, or (ii) risks which would have been covered under any insurance required to be obtained and maintained by Landlord under this Lease on customary terms, limitations, conditions, and exclusions had such insurance been obtained and maintained as required by this Lease, including all such claims, damages and losses, which are caused by or result from the negligence of any member of the Tenant Group. The foregoing waivers shall be in addition to, and not a limitation of, any other waivers or releases contained in this Lease.

##### 14.2 **Indemnification.**

###### 14.2.1 Indemnification by Tenant.

14.2.1.1 Tenant hereby agrees to indemnify, defend, and hold harmless Landlord and the other members of the Landlord Group from and against (and to reimburse Landlord and the other members of the Landlord Group for) any and all third party Claims to the extent arising from and/or in connection with:

(a) the use or occupancy of the Premises or any portion of the Building or the Property by Tenant or any other Tenant Party and/or any person claiming by, through or under Tenant or any other Tenant Party, including without limitation:

(b) the payment (or non-payment) of Taxes – Tenant Equipment, Taxes – Real Property, and Margin Taxes;

(c) Claims related to any of Tenant's Personal Property;

(d) Claims by any Tenant Party (or any individual accessing the Premises on any Tenant Party's behalf) for bodily injury;

(e) Tenant's failure to surrender the Premises upon the expiration or any earlier termination of this Lease or the termination of Tenant's right to possess Premises in accordance with the terms of this Lease;

(f) Claims arising out of a violation of the Economic Development Requirements, to the extent not caused by the wrongful or negligent actions or omissions of Landlord; and

(g) the removal, exercise of dominion over and/or disposition of any of Tenant's Personal Property that is left in the Premises after the expiration of the Term of this Lease in violation of Section 13.2.

(h) the negligent or willful misconduct of Tenant or any other Tenant Party, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, with respect to the Premises, the Building or the Property; and

(i) any Person, other than the Tenant's Broker listed in Item 13 of the Basic Lease Information, making a claim for any commission or other compensation in connection with the execution of this Lease or the leasing of the Premises to Tenant if based on an allegation that such claimant dealt through Tenant.

14.2.1.2 The foregoing notwithstanding, Tenant shall not be required to indemnify Landlord or any other member of the Landlord Group to the extent that the relevant Claims were caused by the gross negligence or willful misconduct of Landlord, any Landlord Party or any member of the Landlord Group.

14.2.1.3 In the event that any action or proceeding is brought against Landlord or any other member of the Landlord Group by reason of any indemnified Claim, Tenant, upon notice from Landlord, shall defend such action or proceeding at Tenant's cost and expense by counsel reasonably approved by Landlord. Tenant agrees that no settlement offer shall be offered or accepted by Tenant in connection with any such indemnification and/or defense without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. This indemnity provision and Tenant's obligations under this Section 14.2 shall survive the expiration or termination of this Lease as to any matters arising prior to such expiration or termination or prior to Tenant's vacation of the Premises and the Building. Notwithstanding any provision to the contrary contained in this Section 14.2, nothing contained in this Section 14.2 shall be interpreted or used in any way to affect, limit, reduce or abrogate any insurance coverage provided by any insurer to either Tenant or Landlord.

14.2.1.4 In no event shall the provisions of Section 14.2.1 apply to any Claim arising from and/or in connection with any Tenant Requested Modification, which in all cases shall be governed by the applicable provisions of **Exhibit "J"**, or any event constituting Force Majeure, or any AHJ Delay.

14.2.2 Indemnification by Landlord. Landlord hereby agrees to defend, indemnify, and hold harmless Tenant and the other members of the Tenant Group from and against (and to reimburse Tenant and the other members of the Tenant Group for) all third party Claims to the extent arising from and/or in connection with:

(i) the negligence or willful misconduct of Landlord, any Landlord Party or any member of the Landlord Group in connection with this Lease or the use of the Landlord-Exclusive Areas or the Access Areas;

(ii) any untruth or inaccuracy of Landlord's Representations; and

(iii) any Person, other than the Landlord's Broker listed in Item 13 of the Basic Lease Information, making a claim for any commission or other compensation in connection with the execution of this Lease or the leasing of the Tenant Space to Tenant if based on an allegation that such claimant dealt through Landlord.

14.2.2.1 The foregoing notwithstanding, Landlord shall not be required to indemnify Tenant or any other member of the Tenant Group to the extent that the relevant Claims were caused by the gross negligence or willful misconduct of any member of the Tenant Group.

14.2.2.2 In the event that any action or proceeding is brought against Tenant or any other member of the Tenant Group by reason of any indemnified Claim, Landlord upon notice from Tenant shall defend such action or proceeding at Landlord's cost and expense by counsel reasonably approved by Tenant. Landlord agrees that no settlement offer shall be offered or accepted by Landlord in connection with any such indemnification and/or defense without Tenant's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. This indemnity provision and Landlord's obligations under this Section 14.2 shall survive the expiration or termination of this Lease as to any matters arising prior to such expiration or termination. Notwithstanding any provision to the contrary contained in this Section 14.2, nothing contained in this Section 14.2 shall be interpreted or used in any way to affect, limit, reduce or abrogate any insurance coverage provided by any insurer to either Tenant or Landlord.

14.3 **Consequential Damages.** Notwithstanding anything to the contrary contained herein, under no circumstances whatsoever shall Landlord or Tenant ever be liable under this Lease for first-party or third-party Consequential Damages.

14.4 **Liens.** Notwithstanding anything to the contrary herein, in no event shall Tenant have any right (express or implied) to create or permit there to be established any lien or encumbrance of any nature against the Premises, the Building or the Property or against Landlord's or Tenant's interest therein or hereunder, including, without limitation, for any improvement or improvements by Tenant, and Tenant shall fully pay the cost of any improvement or improvements made or contracted for by Tenant. Any mechanic's lien filed against the Premises, the Building or the Property, or any portion of any of the above, for work claimed to have been done, or materials claimed to have been furnished to Tenant, shall be duly discharged by Tenant within thirty (30) days after notice from Landlord to Tenant of the filing of the lien.

14.5 **Landlord's Lien.** Tenant, in consideration for the Landlord's lease of the Premises and as security for the obligations of Tenant hereunder, shall grant Landlord a continuing first priority security interest on the items of Tenant's Personal Property consisting of 6,081 Miners designated by Tenant in Powered Shell-A, and associated monitoring and control systems, but expressly excluding the contents of any of the foregoing such as software, data or other analog or digital information stored on the foregoing or any related intellectual property rights (the "**Encumbered Personal Property**") as such property is delivered to the Premises; provided Tenant shall have the right to replace, maintain and repair any such Encumbered Personal Property in the ordinary course and as provided pursuant to Section 8.3.4; provided further, that the lien of any Leasehold Mortgage shall be subordinate to the lien provided for in this Section 14.5, and Tenant shall, and shall cause any Leasehold Mortgagee to, execute all reasonable documents and agreements, including, in such forms as are reasonably required by Landlord to evidence such subordination. Tenant shall designate the applicable Miners no later than the date on which all Miners in Block of Powered Shell-A have been fully deployed. Such designated Miners shall not be subject to any other liens, including any lien granted pursuant the Energy Supply Agreement and associated transaction confirmation. Tenant acknowledges and agrees that Landlord may file UCC-1 financing statements in the office of the appropriate governmental authority, in connection with such lien. Landlord agrees to release the lien at the expiration or earlier termination of this Lease subject to satisfaction of any unpaid amounts due and owing from Tenant (which obligation shall survive such expiration or earlier termination of this Lease). Tenant agrees to enter into a security agreement or such other documentation as Landlord may reasonably require in order to perfect and enforce its interest in the

Encumbered Personal Property, so long as such agreement and/or documentation is on usual and customary terms. For clarity, Landlord will be bound by its confidentiality and non-use obligations under Section 17.19; provided, however, that Landlord shall not be precluded from filing UCC-1 financing statements with sufficiently detailed collateral descriptions in order to perfect Landlord's lien on Tenant's Encumbered Personal Property.

**15. TENANT DEFAULT.**

**15.1 Events of Default By Tenant.** Each of the following shall constitute an Event of Default by Tenant under this Lease:

15.1.1 Any failure or refusal by Tenant to timely pay any Rent or any other payments or charges required to be paid hereunder, or any portion thereof, within ten (10) days of notice that the same is due; provided, however, that in the event Tenant, during such ten (10) day period, submits, in good faith, documentation that reasonably demonstrates the amount claimed has been paid or is not due or that the amount claimed (other than Base Rent and Add-ons) is not accurate, such non-payment shall not be construed as an Event of Default.

15.1.2 Any failure by Tenant to perform or observe any other covenant or condition of this Lease (including, without limitation, those contained in the Datacenter Rules and Regulations) to be performed or observed by Tenant (other than those described in Section 15.1.1, above or Sections 15.1.3 through 15.1.6, below) if such failure continues for a period of thirty (30) days following written notice to Tenant of such failure; provided, however, that in the event Tenant's failure to perform or observe any covenant or condition of this Lease to be performed or observed by Tenant cannot reasonably be cured within thirty (30) days following written notice to Tenant, Tenant shall not be in default if Tenant commences to cure same within such thirty (30) day period and thereafter diligently prosecutes the curing thereof to completion.

15.1.3 The filing or execution or occurrence of any one of the following: (i) a voluntary petition in bankruptcy or other insolvency proceeding commenced by Tenant, Guarantor (so long as it remains party to the Parent Guaranty or the Equity Pledge) or Air HPC (so long as it remains subject to the Equity Pledge), (ii) a petition or answer by Tenant, Guarantor (so long as it remains party to the Parent Guaranty or the Equity Pledge) or Air HPC (so long as it remains subject to the Equity Pledge) seeking relief under any provision of the Bankruptcy Code, (iii) an assignment by Tenant, Guarantor (so long as it remains party to the Parent Guaranty or the Equity Pledge) or Air HPC (so long as it remains subject to the Equity Pledge) for the benefit of creditors, (iv) a petition or other proceeding by or against Tenant, Guarantor (so long as it remains party to the Parent Guaranty or the Equity Pledge) or Air HPC (so long as it remains subject to the Equity Pledge) for the appointment of a trustee, receiver or liquidator of Tenant, Guarantor (so long as it remains party to the Parent Guaranty or the Equity Pledge) or Air HPC (so long as it remains subject to the Equity Pledge) or any of Tenant's, Guarantor's (so long as it remains party to the Parent Guaranty or the Equity Pledge) or Air HPC's (so long as it remains subject to the Equity Pledge) property that is not dismissed within sixty (60) days of the commencement thereof, (v) a proceeding by any governmental authority for the dissolution or liquidation of Tenant, Guarantor (so long as it remains party to the Parent Guaranty or the Equity Pledge) or Air HPC (so long as it remains subject to the Equity Pledge) that is not dismissed within sixty (60) days of the commencement thereof, or (vi) any other instance whereby Tenant, Guarantor (so long as it remains party to the Parent Guaranty or the Equity Pledge) or Air HPC (so long as it remains subject to the Equity Pledge) or any general partner of Tenant, Guarantor (so long as it remains party to the Parent Guaranty or the Equity Pledge) or Air HPC (so long as it remains subject to the Equity Pledge) or any guarantor of Tenant's obligations under this Lease shall cease doing business as a going concern.

15.1.4 Any failure by Tenant to execute and deliver any statement or document described in Article 11, Section 12.1 or Section 17.22 requested to be so executed and delivered by Landlord within the time periods specified in such Article or Section, where such failure continues for ten (10) days after delivery of written notice of such failure by Landlord to Tenant.

15.1.5 Any default by Tenant or any affiliate of Tenant under any other lease or agreement with Landlord, or with any Affiliate of Landlord, now existing or hereafter entered into.

15.1.6 Any default, following the expiration of all applicable notice and cure periods, by (i) Tenant under the Energy Supply Agreement or Market Rate Energy Supply Agreement, as applicable or (ii) Guarantor under the Parent Guaranty or the Equity Pledge, as applicable.

15.1.7 Any failure to maintain the Tenant Security (or any component thereof) in full force and effect in the then-required amount at any time if such failure continues for a period of ten (10) days following written notice to Tenant of such failure or any attempt by Guarantor to repudiate the Parent Guaranty or the Equity Pledge.

The parties hereto acknowledge and agree that all of the notice periods provided in this Section 15.1 are in lieu of, and not in addition to, the notice requirements of any Applicable Laws.

15.2 **Remedies.** Upon the occurrence of any Event of Default by Tenant, in addition to an action for money damages, specific performance and/or injunctive relief, Landlord shall have the option to pursue any one or more of the remedies described in Section 1 of **Exhibit "D"** attached hereto and incorporated herein by this reference, each and all of which shall, subject to applicable law, be cumulative and nonexclusive; provided, however, notwithstanding anything to the contrary, Landlord's sole and exclusive remedy with respect to any Event of Default under Section 6.8 shall be to pursue indemnification under Section 14.2.1 and Landlord's sole and exclusive remedy with respect to any Event of Default under Section 6.9 shall be to implement the Base Rent increase provided for in Section 4.3. In addition, upon the occurrence and continuance of any Event of Default by Tenant, Landlord shall be permitted to exercise all applicable rights and remedies (including foreclosure) under the Parent Guaranty, the Equity Pledge or any other component of Tenant Security (e.g., exercising remedies under any escrow agreement with respect to cash deposits). In addition, Landlord shall have the right to step in and take over operation of Tenant's Personal Property for the benefit of Landlord only, without limitation to foreclosure or any other remedies Landlord may have hereunder, upon (i) with respect a non-monetary Event of Default, the continuance of such Event of Default for 90 days and (ii) with respect to a monetary Event of Default, the continuance of such Event of Default for 30 days; provided, (a) Landlord shall be obligated to diligently continue the normal operations of Tenant's Personal Property, (b) all proceeds from the operation of Tenant's Personal Property shall be applied first to delinquent Rent (if any) and any balance remaining thereafter shall be the property of Tenant, and (c) Landlord's right to step in shall cease upon cure of the applicable Event of Default'. Notwithstanding anything to the contrary, Landlord shall have no recourse against any assets of any member of the Tenant Group other than Tenant and Guarantor to the extent set forth in the Parent Guaranty and Guarantor's Equity Pledge of Air HPC) and no personal liability or personal responsibility of any sort with respect to any of Tenant's obligations hereunder, or any alleged breach thereof, is assumed by, or shall at any time be asserted or enforceable against, any member of the Tenant Group other than Tenant and Guarantor to the extent set forth in the Parent Guaranty and Guarantor's Equity Pledge of Air HPC).

## 16. **LANDLORD'S LIABILITY.**

### 16.1 **Landlord Default; Tenant's Remedies.**

16.1.1 **Landlord Default.** It shall constitute a Landlord Default if: (a) (i) Landlord shall fail to perform or observe any of Landlord's Lease Undertakings or (ii) Energy Supplier defaults under the Energy Supply Agreement or Market Rate Energy Supply Agreement, as applicable, and (b) with respect to clause (i), such failure continues for a period of thirty (30) days following written notice to Landlord of such failure; provided, however, that in the event that Landlord's failure to perform or observe any of Landlord's Lease Undertakings cannot reasonably be cured within thirty (30) days following written notice to Landlord, such failure to cure shall not be a Landlord Default if Landlord commences its cure within such thirty (30) day period and thereafter diligently prosecutes the curing thereof to completion.

16.1.2 **Tenant's Remedies.** Except as otherwise expressly provided herein, (a) in the event of any Landlord Default, Tenant's sole and exclusive remedies for any such failure shall be an action for money damages, specific performance and/or injunctive relief, and (b) in no event shall Tenant have the right to terminate the Lease nor shall Tenant's obligation to pay Base Rent, Add-ons or other charges under this Lease abate based upon any default by Landlord of its obligations under the Lease. Tenant hereby expressly waives any right conveyed to Tenant by virtue of any law granting Tenant a lien upon the property of Landlord and/or upon rental due to Landlord or granting Tenant a right to withhold Rent and/or terminate this Lease. In the event of any Landlord Default, Tenant, after ten (10) days' advance written notice of its intention to do so, shall have the right to remedy such Landlord

Default on Landlord's behalf, in which event Landlord shall reimburse Tenant within thirty (30) days after invoice therefor for all reasonable costs and expenses actually incurred by Tenant in connection therewith. If Landlord fails to reimburse Tenant within the time period specified in the preceding sentence, Tenant shall be entitled to set off all such amounts as shall be due to Tenant from the next payments of Rent due to be paid to Landlord under this Lease.

**16.2 Landlord's Liability.** In consideration of the benefits accruing under this Lease to Tenant, and notwithstanding anything to the contrary contained in the Lease Documents, it is expressly understood and agreed by and between the parties to this Lease that:

(i) the collective recourse of Tenant and its successors and assigns against Landlord (and the liability of Landlord to Tenant, its successors and assigns) with respect to (a) any actual or alleged breach or breaches by or on the part of Landlord of any of Landlord's Lease Undertakings, and (b) any other matter relating to Tenant's occupancy of the Premises, shall be limited, in the aggregate, solely to an amount equal to Landlord's Liability Cap, except as provided below;

(ii) other than Landlord's Liability Cap, Tenant shall have no recourse against any other assets of Landlord except as provided below;

(iii) Tenant shall have no recourse against any assets of any member of the Landlord Group other than Landlord;

(iv) other than Landlord's Liability Cap (except as provided below), no personal liability or personal responsibility of any sort with respect to any of Landlord's Lease Undertakings, or any alleged breach thereof, is assumed by, or shall at any time be asserted or enforceable against Landlord; and

(v) no personal liability or personal responsibility of any sort with respect to any of Landlord's Lease Undertakings, or any alleged breach thereof, is assumed by, or shall at any time be asserted or enforceable against, any member of the Landlord Group other than Landlord.

Notwithstanding the foregoing, in no event shall Landlord's Liability Cap apply to any claim, actions, suit or proceeding, and all losses, damages, obligations, liabilities, penalties, fines, costs and expenses arising from any such claim, action, suit, or proceeding, including, without limitation, attorneys' fees, legal costs, and other costs and expenses of defending against any such claim, action, suit, or proceeding against Landlord for (a) any such claim, actions, suit or proceedings to the extent it is covered by Landlord's "Commercial general liability insurance", "Workers' compensation insurance" or "Automobile insurance liability" policies set forth in **Exhibit "B"**, (b) the loss or conversion of any Tenant Security, (c) any untruth or inaccuracy of Landlord's Representations or (d) the fraud or willful misconduct of Landlord or any Landlord Party in connection with the Lease.

**16.3 Transfer of Landlord's Interest.** Landlord (and each of Landlord's successors-in-interest) shall have the right, from time to time, to assign its interest and obligations, in writing and/or by operation of law, in and under this Lease to any third party that is not a Tenant Competitor (as defined below) to whom Landlord conveys its interest in the Premises. Once and if Landlord (and/or any successor to Landlord) shall convey its interest in the Premises to a third party, and provided that such assignee agrees in writing to be bound by the terms of this Lease, (a) Landlord (and each such successor) shall be fully released from all of the obligations and liabilities of Landlord under the Lease Documents accruing on or after the date of such transfer of Landlord's interest in the Premises to such third party, and (b) Tenant agrees to look solely to the successor-in-interest of Landlord for all such obligations and liabilities accruing on or after the date of such transfer. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord shall transfer or deliver said security, as such, to Landlord's successor in interest and thereupon Landlord shall be discharged from any further liability with regard to said security.

**16.4 Tenant's Right of First Offer.** Tenant shall have a right of first offer to purchase the Premises as provided herein:

(a) Prior to any sale, assignment, lease, or conveyance (a "Landlord Transfer") of all or any portion of (i) the Property and/or the Premises, (ii) a direct controlling interest in Landlord, or (iii) a direct controlling interest in

an entity which (A) owns a direct or indirect controlling interest in the Landlord and (B) such controlling interest represents more than 80% of the value of the consolidated assets of such entity (each, a "Landlord Transfer", and the property subject to the proposed Landlord Transfer, the "Transfer Property"), Landlord shall deliver a written notice (a "First Offer Notice") to Tenant stating that Landlord desires to effectuate such a Landlord Transfer and accordingly that it is initiating the provisions of this Section 16.4 and shall include a gross purchase price for the Transfer Property without any adjustment except as expressly provided herein (the "Gross Amount") and any other material terms of the proposed Landlord Transfer (the "Material Terms"). Within sixty (60) days after its receipt of a First Offer Notice (the "Option Period"), Tenant may elect by giving written notice to Landlord (a "Purchase Election Notice") to purchase the Transfer Property for the Gross Amount (subject to adjustment as provided herein). If Tenant elects to purchase within the Option Period, Tenant shall be irrevocably obligated to purchase the Transfer Property, and Landlord shall be irrevocably obligated to sell the Transfer Property to Tenant, in accordance with and subject to the provisions of this Section 16.4. If Tenant does not timely elect to purchase the Transfer Property, then Landlord shall have the right to effectuate the proposed Landlord Transfer set forth in the First Offer Notice, with a closing on such Landlord Transfer within one hundred and eighty (180) days of Tenant's receipt of the First Offer Notice (the "ROFO Closing Period") and for a gross purchase price not less than ninety-five percent (95%) of the Gross Amount, and otherwise in accordance with the Material Terms and on terms not more favorable in any material respect to the buyer than those offered to Tenant. Promptly upon Landlord reaching agreement with a prospective buyer, Landlord shall provide Tenant with such information as is reasonably requested by Tenant to permit Tenant to verify Landlord's compliance with the foregoing. If Landlord does not close on the proposed Landlord Transfer within the ROFO Closing Period on the aforementioned terms, then the proposed Landlord Transfer shall again be subject to the first offer provisions of this Section 16.4.

(b) If Tenant delivers a Purchase Election Notice, then such purchase shall be consummated on the earlier of (i) the closing date specified in the Material Terms, but no earlier than expiration of the Option Period, or (ii) the sixtieth (60th) day immediately following Landlord's receipt of the Purchase Election Notice. The purchase price to be paid by Tenant shall be paid at the closing by a wire transfer of immediately available funds. The purchase price to be paid by Tenant shall also be subject to customary closing adjustments with respect to income and expenses of the Premises through the date of closing. At closing, Landlord shall convey the Transfer Property free and clear of any security interest, pledges or other encumbrance. Landlord and Tenant agree to cooperate and take all actions and execute all documents reasonably necessary or appropriate to reflect the purchase of the Transfer Property by Tenant. Tenant and Landlord will each pay half of any closing costs. From and after the date of delivery of Purchase Election Notice and continuing through the date of closing, Landlord shall operate, or cause the operation of, the Transfer Property in the ordinary course of business and pursuant to the terms of this Lease.

(c) Notwithstanding anything herein to the contrary, if Tenant elects to purchase the Transfer Property from Landlord pursuant to this Section 16.4 and the Energy Supply Agreement is still in effect, Quinbrook Infrastructure Partners LLC and its Affiliates shall be permitted to retain the right to control the Substation in order to continue to perform the obligations of "Supplier" under and as defined in the Energy Supply Agreement. Landlord and Tenant agree to cooperate and take all actions and execute all documents reasonably necessary or appropriate to reflect such arrangement.

(d) Notwithstanding anything herein to the contrary, this Section 16.4 shall not apply to, and Landlord shall have no obligation to deliver a First Offer Notice to Tenant prior to a Landlord Transfer (i) to an Affiliate of Landlord or (ii) in connection with a portfolio transaction involving all or substantially all of the assets of Landlord and its Affiliates.

## 17. MISCELLANEOUS.

17.1 **Severability.** If it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that any term or provision hereof is invalid or unenforceable, (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect; and (ii) the invalid or unenforceable term or provision shall be replaced by a term or provision that is valid and enforceable and that comes closest to effectuating the intention of such invalid or unenforceable term or provision.

17.2 **No Waiver.** No failure or delay by Landlord or Tenant to insist on the strict performance of any obligation, covenant, agreement, term or condition of this Lease, or to exercise any right or remedy available upon

such non-performance, will constitute a waiver thereof, and no breach or failure by Landlord or Tenant to perform will be waived, altered or modified, except by written instrument signed by Landlord or Tenant, as applicable.

**17.3 Attorneys' Fees and Costs.** If either Landlord or Tenant initiates any litigation, mediation, arbitration or other proceeding regarding the enforcement, construction or interpretation of this Lease, then the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees and costs (including, without limitation, all reasonable expense reimbursements, expert witness fees, litigation costs, court or arbitration tribunal costs, filing fees, exhibit fees, forensic consultant fees, litigation support costs, expert witness fees, the costs of appeals and attorneys' fees and costs incurred in connection with post-judgment collection and enforcement efforts). In addition, if it should otherwise be necessary or proper for Landlord to consult an attorney concerning this Lease for the review of instruments evidencing a proposed Transfer, Tenant agrees to pay to Landlord its actual reasonable attorneys' fees to the extent such fees exceed **\$500.00** (but not to exceed \$2,500.00 per Transfer). The parties agree that this Section 17.3 shall survive the expiration or termination of this Lease.

**17.4 Waiver of Right to Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH EXPRESSLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY TRIAL HELD AS A RESULT OF A CLAIM ARISING OUT OF, IN CONNECTION WITH, OR IN ANY MANNER RELATED TO THIS LEASE IN WHICH LANDLORD AND TENANT ARE ADVERSE PARTIES. FOR THE AVOIDANCE OF DOUBT, THE FILING OF A CROSS-COMPLAINT BY ONE AGAINST THE OTHER IS SUFFICIENT TO MAKE THE PARTIES "ADVERSE."

**17.5 Headings; Time; Survival.** The headings of the Articles, Sections, Schedules and Exhibits of this Lease are for convenience only and do not define, limit or construe the contents thereof. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days. In all instances where a party is required to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence. Any obligations of a party accruing prior to the expiration or termination of this Lease shall survive the expiration or termination of this Lease, and such party shall promptly perform all such obligations whether or not this Lease has expired.

**17.6 Notices.** Any notice which may or shall be given under the provisions of this Lease shall be in writing and may be delivered by (i) hand delivery or personal service, (ii) a reputable overnight courier service which provides evidence of delivery, (iii) facsimile (so long as a confirming copy is forwarded by a reputable overnight courier service within twenty-four (24) hours thereafter), or (iv) e-mail (so long as a confirming copy is forwarded by a reputable overnight courier service within twenty-four (24) hours thereafter), if for Landlord, to the Building office and at the address specified in Item 11 of the Basic Lease Information, or if for Tenant, at the address specified in Item 3 of the Basic Lease Information, or at such other addresses as either party may have theretofore specified by written notice delivered in accordance herewith. Such address may be changed from time to time by either party by giving notice as provided herein. Notice shall be deemed given, (a) if delivered by hand or personal service, when delivered, (b) if sent by a reputable overnight courier service, on the business day immediately following the business day on which it was sent, (c) the date the facsimile is transmitted, or (d) the date the e-mail is transmitted.

**17.7 Governing Law; Jurisdiction.** This Lease shall be governed by, and construed in accordance with, the laws of the state in which the Property is located. In addition, Landlord and Tenant hereby submit to the local jurisdiction of the State in which the Property is located. Each party agrees that any action by the other against such party shall be instituted in the State in which the Property is located.

**17.8 Incorporation; Amendment; Merger.** This Lease, along with any schedules, exhibits and attachments or other documents referred to herein, all of which are hereby incorporated into this Lease by this reference, constitutes the entire and exclusive agreement between Landlord and Tenant relating to the Premises and each of the aforementioned documents may be altered, amended or revoked only by an instrument in writing signed by the party to be charged thereby. All prior or contemporaneous oral or written agreements, understandings and/or practices relative to the leasing or use of the Premises are merged herein or revoked hereby.

17.9 **Brokers.** Each party hereto represents to the other that the representing party has not engaged, dealt with or been represented by any broker in connection with this Lease other than the respective broker specified in Item 13 of the Basic Lease Information.

17.10 **Examination of Lease; Binding on Parties.** Each of the parties hereto acknowledges that it has read and reviewed this Lease and that it has had the opportunity to confer with counsel in the negotiation of this Lease. Accordingly, this Lease shall be construed neither for nor against Landlord or Tenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties. This Lease shall not be binding or effective until each of the parties hereto has executed and delivered an original counterpart hereof to each other. No contractual or other rights shall exist between Landlord and Tenant with respect to the Premises until both have executed and delivered this Lease, notwithstanding that Landlord has delivered to Tenant an unexecuted copy of this Lease. The submission of this Lease to Tenant shall not constitute the grant of an option for Tenant to lease, or otherwise create any interest by Tenant in, the Premises. The execution of this Lease by Tenant and return to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has, in fact, executed and delivered this Lease to Tenant.

17.11 **Recordation.** Neither Tenant nor any Person acting through, under or on behalf of Tenant shall record or cause the recordation of this Lease; provided, however, (a) reference is made to that certain Memorandum of Lease dated as of October 8, 2021, recorded with the County Clerk of Bell County as Instrument Number 2021067243, the recording of which was permitted by the terms of the Original Lease and is permitted hereunder, and (b) within ten (10) Business Days after the Amendment Date, Landlord and Tenant shall execute, acknowledge and deliver an amended and restated memorandum of this Lease in form appropriate for recording or registration and otherwise in the form of Exhibit "M" attached hereto. Tenant, at Tenant's cost and expense, shall have the right to record same. In no event shall such amended and restated memorandum of Lease be deemed to change or otherwise affect any of the terms, covenants and conditions of this Lease.

17.12 **Authority.** Each of Landlord and Tenant represents to the other party that the person executing this Lease on its behalf is duly authorized to execute and deliver this Lease pursuant to its respective by-laws, operating agreement, resolution or other legally sufficient authority. Further, each party represents to the other party that (i) if it is a partnership, the undersigned are all of its general partners, (ii) it has been validly formed or incorporated, (iii) it is duly qualified to do business in the state in which the Property is located, and (iv) this Lease is being executed on its behalf and for its benefit.

17.13 **Successors and Assigns.** Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives and permitted successors and assigns.

17.14 **Force Majeure.** Except for the extent to which a party's obligations or rights are expressly stated herein to apply notwithstanding the effect of Force Majeure events, a party shall incur no liability to the other party with respect to, and shall not be responsible for any failure to perform, any of its obligations hereunder (other than payment obligations or obligations that may be cured by the payment of money (e.g., maintaining insurance)) if such failure is caused by a Force Majeure event. The amount of time for a party to perform any of its obligations (other than payment obligations) shall be extended by the amount of time such party is delayed in performing such obligation by reason of any Force Majeure event.

17.15 **No Partnership or Joint Venture; No Third Party Beneficiaries.** Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent, or partnership, or joint venturer, or any other relationship between Landlord and Tenant other than landlord and tenant. Landlord shall have no obligations hereunder to any Person other than Tenant, and no other parties shall have any rights hereunder as against Landlord.

17.16 **Access by Landlord.** Landlord, Landlord's agents and employees shall have the right to enter any and all parts of the Premises at any reasonable time upon prior reasonable written notice (except in the case of an Emergency when no prior notice shall be required, and except as otherwise expressly set forth below) to examine the condition thereof, to clean, to make any repairs, alterations or additions required to be made by Landlord hereunder, to show the Premises to prospective purchasers or prospective or current mortgage lenders (in either case only upon 48 hours' prior oral or written notice), to show the Premises to prospective tenants (only during the last nine (9) months

of the Term, and only upon 48 hours' prior oral or written notice), to determine whether Tenant is complying with the terms of this Lease, and/or to exercise any of Landlord's rights or remedies hereunder; provided, notwithstanding the foregoing, except in cases of Emergencies, neither Landlord nor any of Landlord's agents and employees shall enter the Powered Shells or the Server Room unless accompanied by Tenant or a representative of Tenant. In connection with Landlord's rights hereunder, Tenant agrees that Landlord shall at all times have and retain a key that will unlock all of the doors in, on or about the Premises; and, in the absence of such a key, in the event of an Emergency, Landlord shall have the right to use any reasonable means to open such doors to obtain entry to the Premises. In no event shall Landlord or any of Landlord's agents and employees use such key to enter the Powered Shells or the Server Room except in the event of an Emergency. Notwithstanding anything herein to the contrary, Landlord shall use reasonable efforts to minimize disruption of Tenant's business or occupancy during such entries. Notwithstanding anything in this Section 17.16 to the contrary, EPC Contractor shall have full, prompt access to the Premises as needed to complete work in timely fashion pursuant to the EPC Agreement, so long as EPC Contractor complies with the requirements set forth on **Exhibit "P"** attached hereto.

**17.17 Rights Reserved by Landlord.** Except as otherwise expressly provided to the contrary in this Lease, Landlord hereby expressly reserves all rights related to the Premises, the Building and the Property, including, but not limited to the right: (i) to change the name or street address of the Building and/or the Property; (ii) to install, operate and maintain systems which monitor, by closed circuit television or otherwise, all persons entering or leaving the Building and/or the Property; and (iii) to install and maintain pipes, ducts, conduits, wires and structural elements that serve Landlord-Exclusive Areas.

**17.18 Counterparts; Delivery by Facsimile or E-mail.** This Lease may be executed simultaneously in two (2) or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same Lease. Landlord and Tenant agree that the execution of this Lease by electronic means (including by use of DocuSign (or similar method) and/or by use of digital signatures) and/or the delivery of an executed copy of this Lease by facsimile or e-mail shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Lease had been delivered.

**17.19 Confidentiality.**

- i. **"Confidential Information"** means any information or data, regardless of whether it is in tangible form, disclosed or made available by either party (the **"Disclosing Party"**) that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the **"Receiving Party"**); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective customers, billing records, data, software, and other products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. For clarity, Tenant's Confidential Information includes, among other things, all data on its equipment, proprietary cooling system and other technical information or equipment, algorithms and other business or technical procedures.
- ii. Information will not be deemed "Confidential Information" if the Receiving Party can show such information: (a) is known to the Receiving Party prior to receipt from the Disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party, (b) becomes known (independently of disclosure by the Disclosing Party to the Receiving Party) directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party, (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Lease by the Receiving Party, or (d) is independently developed by the Receiving Party without use of or reference to any Confidential Information disclosed by the Disclosing Party.
- iii. Each party agrees that (a) the terms and provisions of this Lease are confidential and constitute Confidential Information of the parties, (b) it shall not disclose, and it shall cause its partners, officers, directors, shareholders, employees, brokers, auditors and attorneys to

not disclose any of the Disclosing Party's Confidential Information to any other person without first obtaining the prior written consent of the Disclosing Party, (c) it will only use the Disclosing Party's Confidential Information as necessary to perform its obligations or exercise its rights under this Lease, and (d) it will use at least the same degree of care in protecting the Disclosing Party's Confidential Information as such party uses to protect its own Confidential Information of similar nature and value, but in no event less than a reasonable standard of care. Notwithstanding the foregoing sentence, but except as provided below, each party shall have the right to disclose such Confidential Information to the extent required, but only to the extent required (x) to the Receiving Party's Affiliates and employees and their respective advisors, consultants, officers, directors, principals, investors, attorneys, accountants and lenders who are required to have access to such Confidential Information in connection with the performance of this Lease including without limitation as necessary, in redacted fashion, for EPC Contractor to perform work and, with respect to the existence of the Lease and the identity of the Landlord and Tenant, to Receiving Party's and its Affiliates' current and prospective investors ("**Business Disclosures**"), so long as in each case any such person to whom disclosure is made shall also agree to keep this Lease and all such confidential information confidential in accordance with the terms hereof and/or (y) if required under any applicable securities or other laws regarding public disclosure of business information, and/or (z) as required by law or any court ruling as further described below ("**Legal Disclosures**", and together with the Business Disclosures, the "**Permitted Disclosures**").

- iv. Notwithstanding the foregoing, with respect to a Permitted Disclosure by Landlord or Tenant, such Permitted Disclosures shall (a) be limited to the Confidential Information required to be disclosed, and all other Confidential Information shall be excluded from the disclosure or appropriately redacted, (b) in the case of Business Disclosures, the Disclosing Party shall make such Business Disclosure subject to a confidentiality agreement or other undertaking from the Receiving Party to keep such information confidential, and (c) in the case of Legal Disclosures the disclosing party shall, prior to making such disclosures (1) promptly notify the other party in writing, and (2) cooperate with the Disclosing Party's reasonable, lawful efforts to resist, limit or delay disclosure or to obtain confidential treatment of such applicable Legal Disclosure. Neither Landlord nor Tenant shall issue any press release or public statement identifying the other party without such party's prior written consent, which may be withheld in its sole and absolute discretion. The foregoing notwithstanding, Landlord and Tenant each reserve the right to post a press release or press releases, that discloses the fact that Landlord and Tenant have entered into a lease, to be mutually agreed upon in good faith by Landlord and Tenant; provided that same does not disclose the location, economics or square footage related hereto. Any references in such press release or press releases, in excess of the fact that Landlord and Tenant have entered into a lease, require approval by Tenant, which Tenant may withhold in its sole and absolute discretion; provided further that when posting any press release regarding the Lease, Tenant shall be identified using its public-facing parent name, Rhodium Enterprises, Inc., to the fullest extent possible.
- v. The parties agree that this Section 17.19 shall survive the expiration or termination of this Lease.

17.20 **OFAC.** Neither Tenant nor any of its Affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Person List) or under any statute, executive order (including the September 24, 2001, Executive Order Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

17.21 **Incorporation of Schedules and Exhibits.** All of the terms and conditions of all of the Schedules and Exhibits to this Lease are hereby incorporated into this Lease.

17.22 **Financial Statements.** Within thirty (30) days after Landlord's written request therefor, which request shall be made only in the event that any actual or prospective lender, mortgagee or purchaser of the Building has required same, Tenant shall deliver Tenant's Financial Statements to Landlord for the last two (2) fiscal years immediately preceding Landlord's request for which Tenant's Financial Statements have been completed. If Tenant does not then have such Financial Statements audited, Tenant must forward unaudited Financial Statements certified by Tenant's chief financial officer as true, complete and correct in all material respects. Tenant's failure to timely comply with this Section 17.22 shall be an Event of Default by Tenant under Section 15.1.4 of this Lease. Landlord hereby agrees to maintain Tenant's Financial Statements as proprietary and confidential and agrees not to disclose Tenant's Financial Statements to any third party other than any actual or prospective lender, mortgagee, or purchaser of the Building, and Landlord's attorneys, accountants and similar business advisors and, in the case of any such disclosure, Landlord shall cause any such persons to whom the Tenant's Financial Statements have been disclosed to not disclose the same. Notwithstanding the foregoing, this Section 17.22 shall not apply with regard to Tenant's Financial Statements if, as the case may be, (a) either the entity named as "Tenant" under this Lease or its direct or indirect parent company is a publicly traded entity that is traded on a nationally recognized stock exchange, and (b) either such entity's or such entity's direct or indirect parent company's Financial Statements are available online at no cost to Landlord.

17.23 **Tenant's Installation of Personal Property; Full Load Deployment.** Tenant shall be solely responsible, at its sole cost and expense, for the acquisition, delivery, installation and commissioning of Tenant's Personal Property in the Premises necessary for the conduct normal Permitted Use operations. Landlord and Tenant acknowledge and agree that Landlord shall have no duty or obligation to provide HVAC to the Premises and the designs for the Building, and the Building installed by Landlord will not include an HVAC system to cool the Premises. Commencing on the first Commencement Date, Tenant shall begin installation of Tenant's Personal Property on the Premises and agrees to use commercially reasonable efforts to cause Tenant's servers to be deployed at a rate of power consumption of no less than 20 MW per month. When the installed equipment can draw no less than 160 MW of Critical Load Power as demonstrated by meter reads ("**Full Load Deployment**"), Landlord shall deliver written notice thereof to Tenant, which notice shall specify the date that Full Load Deployment was achieved (the "**Full Load Deployment Date**").

17.24 **Landlord's Representations and Warranties.** The representations and warranties of Landlord set forth in **Exhibit "L"** attached hereto (the "**Landlord Representations**") are hereby incorporated by reference as if fully set forth herein as integral and material terms hereof.

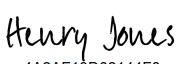
17.25 **Original Lease.** This Lease amends, restated and replaces the Original Lease in its entirety.

*[SIGNATURES APPEAR ON NEXT PAGE]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease on the respective dates set forth below to be effective as of the Effective Date.

**LANDLORD:**

**TEMPLE GREEN DATA LLC,**  
a Delaware limited liability company

DocuSigned by:  
  
By: \_\_\_\_\_  
4A2AF13D62144F8...

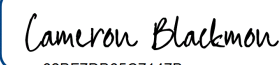
Name: Henry Jones

Title: President

Date: June 17, 2022

**TENANT:**

**RHODIUM RENEWABLES LLC,**  
A Delaware limited liability company

DocuSigned by:  
  
By: \_\_\_\_\_  
62BF7DB85C7147B...

Name: Cameron Blackmon

Title: Authorized Signatory

Date: June 17, 2022

**SCHEDULE “2”**

**BASE RENT**

Base Rent shall be the following amounts for the following periods of time:

<p><u>Base Rent:</u></p>	<p>For the initial Term, (a) \$1,087,333.00 per month for the period commencing on the Commencement Date (Powered Shell-A) and expiring on the earlier of (x) July 1, 2023, and (y) upon the achievement of Phase Readiness for the initial Block of the final four (4) Blocks of Powered Shell-B (such earlier date, the “<b>Upsize Rent Commencement Date</b>”) and (b) \$1,322,414.40 per month for the period commencing on the day following the Upsize Rent Commencement Date and expiring on the last day of the initial Term of the Lease, subject to the terms regarding Base Rent phase-in set forth below.</p> <p>For the First Extension Term, \$1,692,802.22 per month (the “<b>First Extension Term Base Rent</b>”).</p> <p>For the Second Extension Term, \$1,915,250.33 per month (the “<b>Second Extension Term Base Rent</b>”).</p> <p>Base Rent phase-in to be ratably based on Commencement Dates, such that (i) upon Commencement Date (Powered Shell-A), the Base Rent will be 55.4% of the total set forth above; (ii) upon Commencement Date (Powered Shell-C), the Base Rent will be 66.2% of the total set forth above and (iii) upon the Commencement Date (Powered Shell-B), the Base Rent will be 100% of the total set forth above.</p>
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**EXHIBIT "A"**

**DEPICTION OF PREMISES**

*[To be mutually agreed by Tenant and Landlord following the Amendment Date]*

**EXHIBIT "B-1"**

**TENANT'S INSURANCE REQUIREMENTS**

**Policies**

- |  |  |
|--|--|
| A. Commercial general liability insurance (including contractual liability): | \$2,000,000 per occurrence; \$4,000,000 general aggregate.*  |
| B. "Special Peril Form" property insurance:                                  | Full replacement value of Tenant's Alterations and Tenant's Personal Property in the Premises and elsewhere on the Property.   |
| C. Workers' compensation insurance:  | In accordance with the laws of the state in which the Property is located, and Employer's Liability insurance with a limit not less than \$1,000,000 Bodily Injury Each Accident; \$1,000,000 Bodily Injury By Disease - Each Person; and \$1,000,000 Bodily Injury By Disease - Policy Limit. |
| D. Automobile liability insurance:   | Primary auto liability insurance with limits of not less than \$1,000,000 per occurrence covering owned, hired, and non-owned vehicles used by Tenant or any other member of the Tenant Group.   |

\*Some or all of which may be provided by "umbrella" or excess liability insurance.

**Requirements:**

All insurance required of Tenant under this Lease shall be issued by insurers with a "General Policyholders Rating" of at least A-, VIII, as set forth in "Best's Insurance Guide." Such insurers shall be authorized to do business in the State in which the Property is located. Tenant's commercial general liability policy shall be written to apply to all bodily injury (including death) and property damage losses, and shall include blanket contractual liability, broad form property damage, independent contractor's coverage, cross liability and severance of interest clauses.

**EXHIBIT “B-2”**

**LANDLORD’S INSURANCE REQUIREMENTS**

**Policies**

- A. Commercial general liability insurance (including contractual liability): \$2,000,000 per occurrence, ; \$4,000,000 each general aggregate and products completed/operations aggregate.\*
- B. “Special Peril Form” property insurance: Full replacement value of the Building and Landlord’s personal property installed therein.
- C. Workers’ compensation insurance: In accordance with the laws of the state in which the Property is located, and Employer’s Liability insurance with a limit not less than \$1,000,000 Bodily Injury Each Accident; \$1,000,000 Bodily Injury By Disease - Each Person; and \$1,000,000 Bodily Injury By Disease - Policy Limit.
- D. Automobile liability insurance: Primary auto liability insurance with limits of not less than \$1,000,000 per occurrence covering owned, hired and non-owned vehicles used by Landlord or any other member of the Landlord Group.

\*Some or all of which may be provided by umbrella coverage.

**Requirements:**

All insurance required of Landlord under this Lease shall be issued by insurers with a “General Policyholders Rating” of at least A-, VIII, as set forth in “Best’s Insurance Guide.” Such insurers shall be authorized to do business in the State in which the Property is located. Landlord’s commercial general liability policy shall be written to apply to all bodily injury (including death) and property damage losses, and shall include blanket contractual liability, broad form property damage, independent contractor’s coverage, cross liability and severance of interest clauses.

**EXHIBIT "C"**

**DESCRIPTION OF THE LAND**

**32.403 ACRES OR 1,411,491 SQUARE FEET**

**BEING** A TRACT OF LAND LOCATED IN THE MAXIMO MORENO SURVEY, ABSTRACT NO. 14, AND BEING A PART OF A CALLED 158.22 ACRE TRACT OF LAND TO KATHLEEN E. COBURN AND DONALD COBURN DESCRIBED IN GENERAL WARRANTY DEED DATED FEBRUARY 10, 2010 OF RECORD IN DOCUMENT NO. 2011-00008340, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, BEING ALSO PART OF FIRST TRACT, SECOND TRACT AND THIRD TRACT DESCRIBED IN A DEED TO MAGGIE ETHEL MANLEY, MORRIS JAMES MANLEY AND DOROTHY MARIE MANLEY OF RECORD IN VOLUME 720, PAGE 184, DEED RECORDS, BELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 5/8" IRON ROD WITH CAP STAMPED "RON CARROLL 2025" FOUND AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID 158.22 ACRE TRACT, SAME BEING AN INTERIOR SOUTH CORNER OF A CALLED 50 ACRE TRACT OF LAND TO JOE R. MOORE AND KEITH ALLEN MOORE, DESCRIBED IN A DEED DATED OCTOBER 26, 2011 AND RECORDED IN DOCUMENT NO. 2011-00036961, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, SAID **POINT OF BEGINNING** HAVING GRID COORDINATES X:3,246,145.82', Y:10,362,573.18';

**THENCE** WITH THE NORTH LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 50 ACRE TRACT, SOUTH 73°30'53" EAST, A DISTANCE OF 1105.67 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "RON CARROLL 2025" FOUND AT THE NORTHEAST CORNER OF SAID 158.22 ACRE TRACT, SAME BEING ON THE SOUTH LINE OF SAID 50 ACRE TRACT AND THE WEST MARGIN OF BOB WHITE ROAD;

**THENCE** WITH THE EAST LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE WEST MARGIN OF BOB WHITE ROAD, SOUTH 04°11'28" WEST, A DISTANCE OF 1457.44 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "SAM" SET FOR THE SOUTHEAST CORNER OF THIS 32.403 ACRE TRACT DESCRIBED HEREIN, FROM WHICH A 5/8" IRON ROD WITH CAP STAMPED "RON CARROLL 2025" FOUND AT AN ANGLE POINT IN THE EAST LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE WEST MARGIN OF BOB WHITE ROAD, BEARS SOUTH 04°11'28" WEST, A DISTANCE OF 755.46 FEET;

**THENCE** OVER AND ACROSS SAID 158.22 ACRE TRACT, NORTH 73°39'29" WEST, A DISTANCE OF 1032.96 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "SAM" SET FOR THE SOUTHWEST CORNER OF THIS 32.403 ACRE TRACT DESCRIBED HEREIN;

**THENCE** NORTH 16°34'27" EAST, AT 62.75 FEET PASS A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND AT AN ELL CORNER OF SAID 158.22 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 45 ACRE TRACT OF LAND TO WILLIAM K. PAYNE, IN A DEED DATED JUNE 21, 1995 RECORDED IN VOLUME 3356, PAGE 104, AND DESCRIBED IN VOLUME 915, PAGE 572, DEED RECORDS, BELL COUNTY, TEXAS, AND CONTINUING WITH A WEST LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 45 ACRE TRACT, FOR A TOTAL DISTANCE OF 999.70 FEET TO A 3/8" IRON ROD (NO CAP) FOUND AT AN INTERIOR CORNER OF SAID 158.22 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 45 ACRE TRACT;

**THENCE** WITH A SOUTH LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 45 ACRE TRACT, NORTH 72°21'04" WEST, A DISTANCE OF 381.44 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "RON CARROLL 2025" FOUND AT A SOUTHWEST CORNER OF SAID 158.22 ACRE TRACT, SAME BEING A SOUTHEAST CORNER OF SAID 50 ACRE TRACT;

**THENCE** WITH A WEST LINE OF SAID 158.22 ACRE TRACT, SAME BEING AN EAST LINE OF SAID 50 ACRE TRACT, NORTH 16°02'32" EAST, A DISTANCE OF 419.17 FEET TO THE **POINT OF BEGINNING** OF THE TRACT DESCRIBED HEREIN, CONTAINING 32.403 ACRES OF LAND, MORE OR LESS.

**EXHIBIT "D"**

**TEXAS STATE LAW PROVISIONS**

**1. REMEDIES FOR EVENTS OF DEFAULT.**

1.1 **Landlord's Right to Terminate Upon Tenant Default.** This Lease and the Term and estate hereby granted and the demise hereby made are subject to the limitation that if and whenever any Event of Default by Tenant shall occur and be continuing, Landlord may, at Landlord's option, in addition to all other rights and remedies given hereunder or by law or equity, do any one or more of the following without notice or demand, any such notice or demand being hereby waived:

1.1.1 Terminate this Lease in which event Tenant shall immediately surrender possession of the Premises to Landlord.

1.1.2 Enter upon and take possession of the Premises and expel or remove Tenant and any other occupant therefrom in accordance with Applicable Laws, with or without having terminated this Lease.

1.2 **No Surrender or Merger.** Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of all or any part of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No removal or other exercise of dominion by Landlord over the property of Tenant or others on or about the Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any Event of Default by Tenant, to the aforesaid exercise of dominion over Tenant's property within the Building, in accordance with the Lease, including Section 13 and Section 15.2, to the extent that the same do not conflict with applicable law. All claims for damages by reason of such re-entry and/or possession are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Any such re-entry by Landlord shall be pursuant to judgment obtained in forcible detainer proceedings or as otherwise permitted by applicable law, as Landlord may elect, and Tenant agrees that Landlord shall not be liable in trespass or otherwise.

**1.3 Damages Upon Default.**

1.3.1 If Landlord elects to terminate this Lease by reason of an Event of Default by Tenant, then, notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord the sum of all rental and other indebtedness accrued to the date of such termination, plus such other damages proven by Landlord that are set forth in non-appealable judgment entered against Tenant by a court of competent jurisdiction.

1.3.2 In the event that Landlord elects to terminate this Lease by reason of any Event of Default by Tenant, in lieu of exercising the rights of Landlord under the preceding paragraph of this Section 1.3, Landlord may instead hold Tenant liable for all rental and other indebtedness accrued to the date of such termination, plus such rental and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the period following termination of the Term of this Lease measured from the date of such termination by Landlord until the expiration of the Term of this Lease (had Landlord not elected to terminate this Lease on account of such Event of Default by Tenant) diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting expenses incurred by Landlord as provided in Section 1.5 below). Actions to collect amounts due by Tenant provided for in this paragraph of this Section 1.3 may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until the expiration of such period, and in no event shall Tenant be entitled to any excess of rental (or rental plus other sums) obtained by reletting over and above the rental provided for in this Lease.

1.4 **Intentionally Omitted.**

1.5 **Landlord's Expenses.** Upon an Event of Default by Tenant, Tenant shall also be liable for and shall pay to Landlord, in addition to any sum provided to be paid pursuant to this Lease, all reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including (i) the costs and expenses of securing new tenants, including expenses for refixturing, alterations and other costs in connection with preparing the Premises for the new tenant and any reasonable or necessary alterations, (ii) the cost of removing and storing Tenant's or other occupant's property, and (iii) reasonable attorneys' fees actually paid by Landlord. Past due rental and other past due payments shall bear interest from maturity at the Default Rate (as defined in Section 3.4 of this Lease) until paid.

1.6 **Intentionally Omitted.**

1.7 **Reletting.** If Landlord elects to terminate this Lease by reason of an Event of Default by Tenant, then Landlord shall thereafter use commercially reasonable efforts to re-let the Premises at a commercially reasonable rent; provided, however, that Landlord shall have no obligation to solicit or entertain negotiations with any other prospective tenant for the Premises until Landlord obtains full and complete possession of the Premises. Additionally, Tenant agrees that Landlord has no obligation to relet the Premises (A) at a rental rate or otherwise on terms below market, as then determined by Landlord in its sole discretion; (B) to any entity not satisfying Landlord's then standard financial credit risk criteria or any other restriction set forth in Section 10.1 of the Lease; (C) for a use (1) not consistent with Tenant's use prior to default; (2) which would violate then applicable law or any restrictive covenant or other lease affecting the Building; (3) which would impose a greater burden upon the Building's facilities; or (4) which would involve any use of Hazardous Materials; or (iii) make any alterations to the Premises, or the Building or otherwise incur any costs in connection with any such reletting.

1.8 **Equitable Relief.** In addition to the other remedies provided in this Lease, subject to Applicable Laws, Landlord shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.

2. **MARGIN TAX.** Notwithstanding anything in this Lease to the contrary (including, without limitation, Section 4.2 of this Lease), Tenant shall be responsible for all taxes attributable to taxable margin levied pursuant to Chapter 171 of the Texas Tax Code, as the same may be amended, superseded or replaced from time to time ("**Margin Taxes**").

3. **CALCULATION OF CHARGES.** Landlord and Tenant are knowledgeable and experienced in commercial transactions and agree that the provisions set forth in this Lease for determining charges, amounts and additional rent payable by Tenant (including, without limitation, payments under Section 3.4) are commercially reasonable and valid even though such methods may not state a precise mathematical formula for determining such charges. **ACCORDINGLY, TENANT HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ALL RIGHTS AND BENEFITS OF TENANT UNDER SECTION 93.012 OF THE TEXAS PROPERTY CODE, AS SUCH SECTION NOW EXISTS OR AS MAY BE HEREAFTER AMENDED OR SUCCEEDED.**

4. **TENANT HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF TENANT'S OWN SELECTION, TENANT VOLUNTARILY CONSENTS TO THIS WAIVER.**

5. **WAIVER OF RIGHT TO PROTEST. TENANT HEREBY WAIVES ANY AND ALL RIGHTS UNDER SECTION 41.413 AND 42.015 OF THE TEXAS TAX CODE GRANTING TO TENANT THE RIGHT TO CONTEST APPRAISED VALUES, OR TO RECEIVE NOTICE OF REAPPRAISED VALUES, ON ALL OR ANY PORTION OF THE BUILDING IRRESPECTIVE OF WHETHER LANDLORD HAS ELECTED TO CONTEST SAME.** To the extent such waiver is

prohibited by applicable law, Tenant hereby appoints Landlord as Tenant's attorney in fact, coupled with an interest, to appear and take all actions on behalf of Tenant which Tenant may have under said Section of the Code with respect to the Building, but not with respect to Tenant's personal property located within the Premises.

**6. WAIVER OF LIEN. TENANT WAIVES ALL LIEN RIGHTS UNDER SECTION 91.004 OF THE TEXAS PROPERTY CODE, AS WELL AS ANY SUCCESSOR STATUTE GRANTING TENANT A LIEN IN LANDLORD'S PROPERTY.**

**7. SECURITY DEPOSIT.** Notwithstanding anything in Article 5 of the Lease to the contrary, Tenant hereby expressly waives the requirements and applicability of Section 93.005 – 93.010 of the Texas Property Code, and agrees that Landlord shall return to Tenant the balance of the Tenant Security not applied to satisfy Tenant's obligations within a reasonable time, not to exceed 60 days, after the Term ends and Tenant's surrender of the Premises in compliance with the provisions of this Lease, provided Tenant has performed all of its obligations hereunder. If such waiver is not effective under Applicable Law, Landlord shall, within the time required by Applicable Law, return to Tenant the portion of the Tenant Security remaining after deducting all damages, charges and other amounts permitted by Applicable Law. Landlord and Tenant agree that such deductions shall include, without limitation, all damages and losses that Landlord has suffered as a result of any breach of this Lease by Tenant.

**8. EXPRESS NEGLIGENCE / FAIR NOTICE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, THE INDEMNIFICATION, DEFENSE, WAIVER AND RELEASE PROVISIONS SET FORTH IN THIS LEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF THE INDEMNIFIED PARTY(IES).**

**EXHIBIT "E"**

**INTENTIONALLY OMITTED**

**EXHIBIT “E-1”**

**COMMISSIONING CRITERIA**<sup>1</sup>

Commissioning consists of five general levels of activities summarized as follows:

**Level 1 – Factory Testing**

Manufacturers’ standard test reports will be reviewed prior to shipment of equipment to the site.

**Level 2 – Component Verification**

Individual system components are verified at the site upon delivery for compliance with the design specifications, drawings, and approved submittals or shop drawings.

**Level 3 – System Construction Verification**

As the components are assembled into individual systems, the construction or installation of the overall system is verified. This includes an evaluation of interconnection between components, physical arrangement, support and anchoring, and access and clearance.

**Level 4 – Individual System and Major Equipment Operation Verification**

Subsequent to the completion of construction and assembly of each individual system or major equipment element, it is started-up and tested for proper functional operation and performance.

**Level 5 – Integrated Systems Operation Verification**

The test procedures that comprise Level 5 commissioning are designed to simulate the operation of the Premises’ infrastructure during a full range of operational situations, including loss of utility services, single and multiple equipment failure, normal sequential changes to the equipment operation, and planned maintenance operations.

This effort is dependent upon the successful completion of all prior levels of commissioning. The assembly of appropriate documentation and certifications for the completion of Level Four commissioning will be a prerequisite.

Level 5 commissioning will typically be completed in three basic steps:

- Initial planning
- Preparation of test procedures
- Implementation of tests

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<sup>1</sup> NTD: Sample text in this exhibit to be replaced with relevant excerpts from EPC Agreement exhibits related to commissioning procedures.

**EXHIBIT "F"**

**SERVICE LEVEL AGREEMENT**

**Table A.**

Critical Load Power:	Tenant requires up to 225 megawatts of 3 phase / 240 volt power, or, upon the prior written consent of Landlord, such increased amount that the transformer serving the Premises can safely support, as certified by an electrical engineer or other licensed professional reasonably acceptable to Landlord. Each Energization Notice Block shall be energized by Landlord in accordance with Section 6.10 of the Lease following Landlord's receipt of the applicable Energization Notice.
Back-Up Power Specifications:	Tenant requires that the Server Room load of approximately 400 amps of 3 phase 120/208 volt power remain energized during a primary power outage.

A. **LANDLORD'S ESSENTIAL SERVICES.** Landlord shall install and maintain the Substation sufficient to allow Tenant to purchase and receive electric energy in an amount up to the Critical Load Power. Notwithstanding the foregoing, Landlord has no electricity supply obligation under this Lease, and Tenant's sole rights to electricity supply shall be pursuant to the Energy Supply Agreement and pursuant to any binding agreement entered into with a third party energy supplier in accordance with the Energy Supply Agreement. Tenant shall be responsible for providing any back-up generators necessary to furnish back-up power for the Server Room sufficient to meet the Back-Up Power Specifications. Landlord shall have no obligation to provide emergency, supplemental or back-up power systems for use in the Premises, or otherwise in, or for, the Premises. Initially capitalized terms contained herein that are not otherwise defined in this **Exhibit "F"**, shall have the respective meanings ascribed to such terms in the Lease.

**EXHIBIT "G"**

**EXCLUSIONS FROM OPERATING EXPENSES**

The following shall be excluded from Operating Expenses:

- (1) Costs for capital improvements and capital expenditures, with any such capital improvements or costs to be amortized over the useful economic life of such improvements as determined by Landlord in its reasonable discretion (without regard to the period over which such improvements may be depreciated or amortized for federal income tax purposes);
- (2) Costs for repair, replacements and general maintenance paid by proceeds of insurance or by Tenant, other tenants in the Building or other third parties, and alterations attributable solely to tenants of the Building other than Tenant;
- (3) Costs for principal, interest, amortization or other payments on loans to Landlord and all refinancings thereof;
- (4) Costs for depreciation of the Building, Building equipment and Landlord's personal property;
- (5) Costs for costs and expenses incurred in connection with leasing space in the Building to tenants (including Tenant), including, without limitation, marketing costs, leasing commissions and the costs of any inducements provided to tenants, including but not limited to tenant improvement work, tenant finish allowances, costs incurred for materials and labor in connection with the installation of multi-tenant floor corridor configurations, rent allowances, lease takeover costs, payment of moving costs and other similar costs and expenses;
- (6) Costs for legal expenses, other than those incurred for the general benefit of the Building's tenants (e.g., tax disputes);
- (7) Costs for renovating or otherwise improving space for occupants of the Building or vacant space in the Building;
- (8) Costs for correcting structural defects or defects in the construction of the Building, including, without limitation, any matter covered by any warranty or guaranty provided to Tenant by Landlord, or any noncompliance or nonconformance of the Building with Applicable Law;
- (9) Costs for overtime or other expenses of Landlord in curing defaults or performing work expressly provided in this Lease to be borne at Landlord's expense;
- (10) Costs for federal income taxes, inheritance, estate, gift, franchise, corporation, or similar taxes assessed against or imposed on or measured by the income of Landlord from the operation of the Building, except to the extent imposed in lieu of all or any part of taxes;
- (11) Costs for alterations, maintenance, repair or replacements attributable solely to other tenants or occupants of the Building or for building equipment or systems dedicated to premises of other tenants in the Building and not the Premises;
- (12) Costs for fees for professional services including legal, architectural, engineering, accounting and appraisal that (a) are not directly related to the management, operation, repair and maintenance of the Building, or (b) are related to the purchase or leasing of the Building;
- (13) Costs incurred by Landlord to the extent that Landlord is entitled to receive reimbursement for such costs from any source (including, but not limited to, insurance and tenants of the Building);
- (14) Costs for real estate commissions, attorneys' fees and other costs and expenses incurred in connection with negotiations with purchasers or potential purchasers of the Building;

- (15) Costs for all costs and expenses (including but not limited to attorneys' fees) incurred in connection with disputes with tenants or other occupants of the Building;
- (16) Costs for expenses in connection with services or other benefits which are not provided to Tenant, but which are provided solely to other tenants or occupants of the Building;
- (17) Costs incurred by Landlord due to the violation by Landlord, or any other tenants of the Building, of the terms and conditions of any lease of space in the Building;
- (18) Costs for rentals and other related expenses incurred in leasing air conditioning systems, elevators or other equipment or machinery ordinarily considered to be of a capital nature, if such machinery or equipment would constitute a capital expenditure if purchased by Landlord;
- (19) Costs for advertising and promotional expenditures;
- (20) Costs for penalties or fines incurred by Landlord due to a violation by Landlord of any legal requirement, building codes or any other government rule or requirement; and
- (21) Costs necessitated by or resulting from the gross negligence of Landlord, its agents, officers, or employees or Landlord's breach of its obligations under this Lease or any lease with other tenants in the Building.
- (22) Any liabilities, costs or expenses associated with or incurred in connection with the removal, enclosure, encapsulation or other handling of Hazardous Substances by Landlord and the cost of defending against claims in regard to the existence or release of Hazardous Substances at the Building or the Property unless such existence or release of Hazardous Substances was caused by Tenant or any Tenant Party.
- (23) Costs of any items for which Landlord is or is entitled to be paid or reimbursed by insurance.
- (24) Any cost representing an amount paid to a person firm, corporation or other entity related to Landlord that is in excess of the fair market amount which would have been paid in the absence of such relationship.
- (25) Late fees or charges incurred by Landlord due to late payment of expenses, except to the extent attributable to Tenant's actions or inactions.
- (26) Any cost associated with operating as an on or off-site management office for the Building, except to the extent included in the management fee permitted hereby.
- (27) Taxes – Landlord Equipment and Taxes – Other.

**EXHIBIT "H-1"**

**COMMENCEMENT DATE NOTICE**

\_\_\_\_\_, 2022

**VIA: nathannichols@rhodiummining.io  
AND FEDERAL EXPRESS**

Rhodium Renewables LLC  
4146 W US Hwy 79  
Rockdale, TX 76567

Re: That certain Datacenter Lease with an effective date of \_\_\_\_\_, 20\_\_ (as amended and modified from time to time, the "**Lease**"), by and between Rhodium Renewables LLC, a Delaware limited liability company ("**Tenant**"), as tenant, and Temple Green Data LLC, a Delaware limited liability company ("**Landlord**"), as landlord, covering certain premises more particularly described in the Lease at that certain building located at 3505 Lorraine Avenue, Temple, Texas 76501. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

Ladies and Gentlemen:

Please be advised that Landlord has caused the Commencement Date Conditions to be completed. Accordingly, Landlord confirms the following:

1. The Commencement Date of the Lease is \_\_\_\_\_, 20\_\_.
2. Tenant's Base Rent schedule is as follows:

\$ \_\_\_\_\_ for the period \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_  
(the Partial Month)

- 3. In the event you object to this Commencement Date Notice, you have five (5) business days from receipt hereof to object thereto by delivering written notice to Landlord in accordance with the terms of the Lease.

Please be advised that Rent payable by Tenant under the Lease shall be delivered, and Item No. 12 of the Basic Lease Information is hereby amended to read, as follows:

**ACH Payments:**

Routing Number:  
 Account Number:  
 Account Name:  
 Regarding/Reference: Tenant Account No., Invoice No.

**Wire Payments:**

Routing Number:  
 Account Number:  
 Account Name:  
 Regarding/Reference: Tenant Account No., Invoice No.

**Check Payments:**

**Overnight Address:**

**Contact Information:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 P: \_\_\_\_\_  
 F: \_\_\_\_\_

Should you have any questions, please contact [PROPERTY MANAGER] at [PHONE #], who will be glad to assist you.

Sincerely,

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 On behalf of Landlord

cc: **[INSERT ADDITIONAL NOTICE  
ADDRESSES, IF APPLICABLE]**

**EXHIBIT “H-2”**

**DELIVERY OF PREMISES NOTICE**

\_\_\_\_\_, 2022

**VIA: nathannichols@rhodiummining.io  
AND FEDERAL EXPRESS**

Rhodium Renewables LLC  
4146 W US Hwy 79  
Rockdale, TX 76567

Re: That certain Datacenter Lease with an effective date of \_\_\_\_\_, 20\_\_ (as amended and modified from time to time, the “**Lease**”), by and between Rhodium Renewables LLC, a Delaware limited liability company (“**Tenant**”), as tenant, and Temple Green Data LLC, a Delaware limited liability company (“**Landlord**”), as landlord, covering certain premises more particularly described in the Lease at that certain building located at 3505 Lorraine Avenue, Temple, Texas 76501. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

Ladies and Gentlemen:

Please be advised that Landlord has caused the [Phase Readiness Conditions for the [\_\_\_\_\_]² Block of Powered Shell-[A][B][C] (the “**Block**”)] [Substantial Completion Conditions] to be completed. Accordingly, Landlord confirms the following:

1. [Phase Readiness has been achieved with respect to the Block as of \_\_\_\_\_, **20**\_\_, as evidenced by the Certificate of Phase Readiness attached hereto as Annex A.] [Substantial Completion has been achieved with respect to the Building as of \_\_\_\_\_, **20**\_\_, as evidenced by the Certificate of Substantial Completion attached hereto as Annex A.]

2. Tenant’s Base Rent schedule is as follows:

\$ \_\_\_\_\_ for the period \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_  
(the Partial Month)

<sup>2</sup> Note to Form: Include “second”, “third”, “fourth” or “fifth” as applicable.

Should you have any questions, please contact [PROPERTY MANAGER] at [PHONE #], who will be glad to assist you.

Sincerely,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Landlord

cc: [INSERT ADDITIONAL ADDRESSES, IF APPLICABLE] NOTICE

ANNEX A

[Phase Readiness][Substantial Completion] Certificate

*[To be attached]*

**EXHIBIT "I"**

**LETTER OF CREDIT PROVISIONS**

A. **General.** Any Letter of Credit shall be in such form as may from time to time be reasonable and customary or as may be reasonably requested by the issuer of the Letter of Credit. Any Letter of Credit shall be issued by an institutional lender of good financial standing (which lender shall, in any event, (i) have a Credit Rating of at least A- by S&P and A3 by Moody's and (ii) a minimum combined capital and surplus of at least \$1,000,000,000.00 as of the date of issuance of the Letter of Credit, having a place of business where the Letter of Credit can be presented for payment within the State of Texas. Landlord and Tenant acknowledge and agree that in no event or circumstance shall the Letter of Credit or any renewal thereof or substitute therefor or any proceeds thereof be deemed to be or treated as a "security deposit" under any Applicable Security Deposit Laws.

B. **Renewal of Letter of Credit.** Tenant shall maintain any Letter of Credit in effect from the date which Tenant delivers the Letter of Credit to Landlord until the date which is sixty (60) days after Tenant shall have performed all of its obligations under the Lease (said period is hereinafter referred to as the "**L/C Term**"). If the expiration date of the Letter of Credit (or any renewal or replacement Letter of Credit provided pursuant to this section) occurs prior to the end of the L/C Term, then Tenant shall deliver to Landlord a renewal of the Letter of Credit or a replacement Letter of Credit meeting all of the terms and conditions of this section, not later than thirty (30) days prior to the then-applicable expiration date. Each Letter of Credit provided pursuant to this section shall have an expiration date which is at least one (1) year from such Letter of Credit's date of issue except where the then-applicable expiration date of the Letter of Credit is less than one (1) year from the end of the L/C Term, in which case the renewal or replacement Letter of Credit shall be for such lesser period. The issuing bank's agreement to place an automatic renewal provision in the Letter of Credit shall not relieve or release Tenant from its obligation to provide a renewal or replacement Letter of Credit on the terms hereinabove stated, it being understood that any such automatic renewal is an independent obligation of the issuing bank which is intended for Landlord's sole benefit. If Tenant fails to provide the renewal or replacement Letter of Credit not later than fifteen (15) days prior to the then-applicable, stated expiration date (excluding automatic renewal provisions), such failure shall be a default by Tenant, and Landlord shall have the right, without notice or demand, on one or more occasions, to draw upon all or any part of the remaining proceeds of the Letter of Credit in accordance with the terms of the Lease.

C. **Draw on Letter of Credit.** In addition to the foregoing, Landlord may draw on the Letter of Credit in accordance with the terms of Section 5.1 of the Lease.

D. **Application of Letter of Credit Proceeds.** Landlord may apply the proceeds it receives from a draw on the Letter of Credit in accordance with Section 5.1 of the Lease, and as collateral for obligations of Tenant under the Lease.

E. **Downgrade Event.** If the Letter of Credit issuer Credit Rating is downgraded below the Credit Rating set forth in A(i) above (a "**Downgrade Event**"), Tenant shall deliver to Landlord a replacement Letter of Credit meeting the requirements set forth in this Exhibit "I" or a cash deposit, in an amount, dollar for dollar, equal to the portion of the Tenant Security that it replaces, within thirty (30) days of such Downgrade Event. If Tenant fails to deliver to Landlord such replacement Letter of Credit or cash deposit within thirty (30) days following a Downgrade Event as set forth herein, Landlord may draw on the Letter of Credit in full.

F. **Enforcement.** Tenant's obligation to furnish the Letter of Credit shall not be released, modified or affected by any failure or delay on the part of Landlord to enforce or assert any of its rights or remedies under the Lease or this section, whether pursuant to the terms thereof or at law or in equity. Landlord's right to draw upon the Letter of Credit shall be without prejudice or limitation to Landlord's right to draw upon any security deposit provided by Tenant to Landlord or to avail itself of any other rights or remedies available to Landlord under the Lease or at law or equity.

G. **Conflict.** If there is any conflict between the terms and conditions of this **Exhibit "I"** and the terms and conditions of the Lease, the terms of the Lease shall control.



**EXHIBITS “J” AND ACCOMPANYING EXHIBITS**

*[To be attached]*

**EXHIBIT "J"**

**LANDLORD IMPROVEMENTS; SUBSTANTIAL COMPLETION; MILESTONES;  
CONSTRUCTION DOCUMENTS**

**1. Design**

**1.1 Design Firm.**

The improvements to be constructed by Landlord shall consist of three (3) Powered Shells, one (1) Operational Space, one (1) Server Room and a Substation, each as defined in **Schedule 1** to the Lease, interior and exterior site improvements, off-site pathways, duct banks and related improvements, and other Work involving the datacenter infrastructure and improvements for the Building, but expressly excluding any Alterations by Tenant and Tenant Improvement Work, and including all items described or referenced in **Exhibit "J-1(a)"** and shown in or reasonably inferable from the Preliminary Design Documents (together with the Additional Operational Space, if and when applicable, collectively the "**Landlord Improvements**"). The parties shall work together in good faith to mutually approve the design of the Landlord Improvements (the "**Design**"), as more particularly set forth in this Section 1; however, notwithstanding anything to the contrary herein, Tenant shall have no right to review or approve the Design as it pertains to the Substation, or withhold its approval of other portions of the Design on the basis of any objections the Substation design, such matters being reserved solely to Landlord. As of the Effective Date of this Lease, Landlord's parent company has selected and engaged Burns & McDonnell Engineering Company, Inc. ("**Design Firm**")—who is also the presumptive EPC Contractor—to prepare the Preliminary Design Documents (as defined in Section 1.3(a) of this **Exhibit "J"** below) pursuant to that certain Master Services Agreement dated May 19, 2021, and Task Order No. 2 dated June 1, 2021 (collectively, the "**Master Services Agreement**"). Landlord and EPC Contractor entered into the EPC Agreement following the Effective Date of this Lease for the preparation of the balance of the Design, along with the procurement, installation, construction, Commissioning, and testing of the Landlord Improvements. Tenant shall have no approval rights over the EPC Agreement and any amendments thereto, and Landlord shall have no obligation to disclose the EPC Agreement or any amendments, whether in whole or in part. The Parties acknowledge and agree that all design-related information furnished by Landlord or Tenant shall be of a suggestive nature only and shall not be construed to impose upon Landlord or Tenant the professional standard of care that would otherwise apply to a licensed architect or licensed engineer.

**1.2 Goals of Design Process.**

Landlord and Tenant intend that (a) (i) Powered Shell-A will be designed to accommodate not less than 102.5 MW of Critical Load Power, (ii) Powered Shell-B will be designed to accommodate not less than 102.5 MW of Critical Load Power and (iii) Powered Shell-C will be designed to accommodate not less than 20 MW of Critical Load Power and each such Powered Shell shall be designed with associated mechanical and electrical infrastructure and a corresponding amount of computer room space, all as more particularly set forth in **Exhibit "J-1(a)"**, and as shall be further defined in the Base Specification - Final (hereinafter defined).

**1.3 Design Process.**

The Building design and pre-construction process (the "**Design Process**") shall proceed as set forth in this Section 1.3. The cumulative time period for the steps set forth in paragraphs (a)-(f) below, as the same may be extended for dispute resolution between the parties or as otherwise expressly provided herein, shall be hereinafter referred to as the "**Design Period**." Each submittal to Tenant of the proposed Permit Set, proposed Construction Documents, modifications thereto, and any subsequent Change Orders shall be delivered simultaneously to all three (3) of Tenant's Representatives (as hereinafter defined) by e-mail as set forth in Section 2.4 of this **Exhibit "J"** which is clearly labelled in capitalized letters with "IMPORTANT - FAILURE TO TIMELY RESPOND WILL RESULT IN DEEMED APPROVAL". Provided that the applicable submittal of documents was delivered in the manner required by the preceding sentence, in the event that Tenant fails to provide written comments during any relevant time period set forth below for any step in the Design Process, Tenant shall be deemed to have approved the relevant Design Documents, subject to subsections (a), (b), (c) and (e) below, and Landlord shall nonetheless be authorized to provide Landlord's comments to the Design Firm/EPC Contractor and to proceed to the next step in the Design Process in the manner set forth herein below. The Parties may, by mutual written agreement, extend the time period for any stage of the Design Process; provided that any such extension made at the request of Tenant shall constitute a Tenant Delay.

(a) The Preliminary Design Documents as of Lease Execution. Landlord has caused the Design Firm to prepare and deliver to Landlord the progress design sets of drawings and specifications for portions of the Landlord Improvements attached as, or listed in, **Exhibit “J-1(c)”** (the “**Preliminary Design Documents**”). Landlord and Tenant have reviewed and agreed on the Preliminary Design Documents, as attached hereto as or listed in **Exhibit “J-1(c)”**, subject to the further provision of this paragraph and subsection (e). All subsequent progress sets of Design Documents (including the proposed Permit Set and any revisions thereto and the proposed Construction Documents and any revisions thereto) must (i) delineate with reasonable specificity the nature and extent of all changes from the prior documents submitted to Tenant; and (ii) additionally show all changes in each progressive draft of Design Documents to be indicated by clouding (in drawings) and redlining (in specifications).

(b) The Permit Set Period (~ Sixty Percent (60%) Design). Landlord shall cause the Design Firm (or EPC Contractor once the EPC Agreement has been entered) to prepare and deliver to Landlord a proposed “**Permit Set**” of drawings and specifications for Landlord’s Improvements that is at least advanced to or beyond the Sixty Percent (60%) complete level of design, which will show more detailed design and engineering of the Landlord Improvements than the Preliminary Design Documents, and that complies with the Project Requirements (and any agreed-upon collective comments of Tenant and Landlord regarding the Preliminary Design Documents). The Permit Set will be submitted by Landlord for the permitting process. Landlord will use commercially reasonable efforts to cause the Design Firm or EPC Contractor (as the case may be) to deliver the Permit Set to Landlord as soon as reasonably practicable after the Effective Date, and, upon receipt, Landlord will promptly deliver the Permit Set to Tenant for review (subject to Landlord’s right to exclude drawings and specifications for the Substation pursuant to Section 1.1 of this **Exhibit “J”**). Tenant shall provide to Landlord Tenant’s written comments on the Permit Set no later than three (3) business days after receipt of the Permit Set, failing which, as long as Landlord delivered the Permit Set to all three Tenant’s Representatives in the manner required by Section 1.3, Tenant shall be deemed to have approved the Permit Set pursuant to Section 1.3 above. Notwithstanding anything to the contrary, Tenant’s right to approve or disapprove any item in the Permit Set shall be limited to items that are within the Tenant’s Scope of Review, and any disapproval by Tenant shall cite the category under Tenant’s Scope of Review on which it is relying to disapprove such item. Landlord agrees that sufficient Landlord Personnel will be available, and Landlord will make sufficient personnel of the Design Firm or EPC Contractor (as the case may be) available, during the period that the parties are reviewing the Permit Set to confer regarding the Permit Set. Promptly following receipt of any Tenant comments on the Permit Set (which must occur within the period set forth in this Section 1.3(b)), Landlord will (A) review and confer with Tenant regarding the Tenant comments, (B) deliver written notice of any items that Tenant disapproved that Landlord believes are outside of Tenant’s Scope of Review and the reason why, and (C) provide any additional comments that Landlord may have on the Permit Set. Tenant Personnel shall be available during the period that the parties are reviewing the Permit Set to confer regarding the Permit Set. Landlord shall then submit the parties’ agreed-upon collective comments on the Permit Set to the Design Firm (such submittal shall be no later than five (5) business days after Tenant’s original receipt of the Permit Set from Landlord). It is the intent of Landlord and Tenant that the Permit Set to be submitted for the permitting process will be reflective of the Preliminary Design Documents and of the parties’ agreed-upon collective comments regarding the initial Permit Set pursuant to this paragraph (b), and otherwise in full compliance with the Project Requirements. As used herein, the term “**Landlord Personnel**” shall mean and refer to personnel of Landlord and/or one (1) or more Affiliates of Landlord, and the term “**Tenant Personnel**” shall mean and refer to personnel of Tenant and/or one (1) or more Affiliates of Tenant.

(c) The Construction Document Period (~ One Hundred Percent (100%) Design). Landlord shall cause the Design Firm (or EPC Contractor once the EPC Contract has been entered) to prepare and deliver to Landlord the proposed “**Construction Documents**” to be used by the EPC Contractor to construct the Landlord’s Improvements and which will incorporate the agreed-upon collective comments of Tenant and Landlord regarding the Permit Set and otherwise comply with the Project Requirements. Without limiting the foregoing, the Construction Documents shall consist of drawings and specifications setting forth in full detail the quality levels and performance criteria of materials and systems and all other requirements for the construction of the Landlord’s Improvements. Landlord will use commercially reasonable efforts to cause the Design Firm or EPC Contractor (as the case may be) to deliver the Construction Documents to Landlord as soon as reasonably practicable after receipt by the Design Firm or EPC Contractor (as the case may be) of the parties’ agreed-upon collective comments on the Permit Set, and, upon receipt, Landlord will promptly deliver the Construction Documents to Tenant for review (subject to Landlord’s right to exclude the portion of the Construction Documents involving the Substation pursuant to Section 1.1 of this **Exhibit “J”**). Tenant shall provide to Landlord Tenant’s written comments on the Construction Documents set no later than three (3) business days after receipt of the Construction Documents set, failing which, as long as Landlord delivered

the Permit Set to all three Tenant's Representatives in the manner required by Section 1.3, Tenant shall be deemed to have approved the Construction Documents pursuant to Section 1.3 above. Notwithstanding anything to the contrary, Tenant's right to approve or disapprove any item in the Construction Documents set shall be limited to Tenant's Scope of Review, and any disapproval by Tenant shall cite the category under Tenant's Scope of Review on which it is relying to disapprove such item. Landlord agrees that sufficient Landlord Personnel will be available, and Landlord will make sufficient personnel of the Design Firm or EPC Contractor (as the case may be) available, during the period that the parties are reviewing the Construction Documents to confer regarding the Construction Documents. Promptly following receipt of the Tenant comments on the Construction Documents (which must occur within the period set forth in this Section 1.3(c)), Landlord will (A) review and confer with Tenant regarding the Tenant comments, (B) deliver written notice of any items that Tenant disapproved that Landlord believes are outside of Tenant's Scope of Review and the reason why, and (C) provide any additional comments that Landlord may have on the Construction Documents. Tenant Personnel shall be available during the period that the parties are reviewing the Construction Documents set to confer regarding the Construction Documents. Landlord shall then submit the parties' collective comments on the Construction Documents (if any) to the Design Firm or EPC Contractor (as the case may be, such submittal shall be no later than five (5) business days after Tenant's original receipt of the Construction Documents from Landlord). The Construction Documents, as revised to reflect the parties' agreed-upon collective comments, along with anything else necessary to satisfy the Project Requirements, shall be constitute the "**Base Specification - Final**". The Base Specification - Final shall not be modified without the prior written consent of Landlord and Tenant, which consent shall not be unreasonably withheld, delayed or conditioned. If a modification to the Base Specification - Final is necessary to comply with the Project Requirements, the manner of implementing such required modification shall be subject to Tenant's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. The Preliminary Design Documents, the Permit Set, and the Construction Documents (including the Base Specification - Final), as may be modified in accordance with this Lease, are sometimes referred to in this Lease, individually and collectively, as "**Design Documents.**"

(d) Tenant's Requested Design Modifications. Notwithstanding anything to the contrary contained herein, during the design of Landlord's Improvements, Tenant shall have the right to request Tenant Requested Modifications (as hereinafter defined) in accordance with Article 4 of this **Exhibit "J"** which will be addressed as set forth in Article 4 of this **Exhibit "J"**.

(e) Corrective Change. Notwithstanding anything to the contrary, in no event shall any request by Tenant for Landlord to make a Corrective Change constitute a Tenant Requested Modification, and Landlord shall be obligated to promptly implement such Corrective Change without any adjustment to the Base Rent, extension of the Principal Development Activity Required Dates, or any other cost to Tenant.

#### **1.4 Project Schedule.**

(a) A milestone schedule for the design and construction of Landlord's Improvements is attached as **Exhibit "J-2"** (the "**Overall Project Schedule**"). The Overall Project Schedule includes tasks and milestones with corresponding dates that facilitate the timely and orderly performance and completion of Landlord's Improvements in accordance with the requirements of the Lease and this **Exhibit "J"** and accompanying exhibits, including: (i) the anticipated date for delivery of the Permit Set, (ii) the anticipated date on which construction will commence; (iii) the anticipated date of procurement for HV, MV, PEMB and Civil work, (iii) the anticipated date for foundation completion, (iv) the anticipated date for commencement of Building erection, (v) the anticipated date for commencement of interior electrical work, (vi) the anticipated dates on which Phase Readiness for each Block will be achieved, (vii) the anticipated date on which Substantial Completion will be achieved (each of the activities described in clauses (i) through (vii), a "**Principal Development Activity - Anticipated**", and as extended for Excused Delays, is referred to as a "**Principal Development Activity Anticipated Date**"). The required dates for achieving certain construction milestones are set forth in the Lease (the "**Target Date Schedule**"), which include (A) (1) the Target Commencement Date (Powered Shell-A), (2) the Target Commencement Date (Powered Shell-C), and (3) and the Target Commencement Date (Powered Shell-B), and (B) the Target Substantial Completion Date (each of the activities described in clauses (A) and (B) are referred to as a "**Principal Development Activity - Required**" and together with each Principal Development Activity - Anticipated, the "**Principal Development Activities**" and each, a "**Principal Development Activity**", and the required date for achieving or satisfying each Principal Development Activity - Required, as extended for Excused Delays, is referred to as the "**Principal Development Activity Required Date**"). Landlord shall deliver the construction or project schedule from the EPC Agreement (i.e., the "Approved

Project Schedule” thereunder) to Tenant upon execution of the EPC Agreement, along with any subsequent updates when issued; however, no project or construction schedule under the EPC Agreement shall extend the Principal Development Activity Required Dates from the dates set forth in the then-current Target Date Schedule (as such Target Date Schedule may have been extended at such time for Excused Delays) without Tenant’s written authorization. The Principal Development Activity Anticipated Dates are not guaranteed, and notwithstanding anything to the contrary in the Lease, Landlord shall have no liability for failing to achieve or causing Contractor to complete a Principal Development Activity by its corresponding Principal Development Activity Anticipated Date, except as otherwise expressly set forth in the Lease and its exhibits (including this **Exhibit “J”**).

(b) [Intentionally Omitted].

(c) Landlord shall, and shall cause the EPC Contractor to, monitor the progress of the design, pursuit of Approvals, and construction activities for conformation with the requirements of the Overall Project Schedule and shall promptly advise the Tenant of any delays or potential delays. Landlord shall deliver a written report to Tenant (which requirement may be satisfied by transmitting a report prepared by EPC Contractor for Landlord) no less frequently than bi-weekly setting forth the actual progress of the design, pursuit of Approvals, and construction activities and highlighting discrepancies between the actual progress of each item and the most recent applicable Overall Project Schedule (such updates are sometimes referred to in this **Exhibit “J”** as “**progress reports**”). Each progress report shall (i) show the actual current progress compared to the most recent Overall Project Schedule and (ii) show the actual percentage of completion for each task as of the update. Further, supplementing the foregoing and without limiting the terms and provisions of Section 10 below, Landlord shall promptly advise Tenant of any material delays in the progress of the Work, and also if it appears that delays in the progress of Landlord’s Improvements will result in a delay of more than twenty (20) business days in achieving the Commencement Date Conditions for any Powered Shell by the applicable Principal Development Activity Required Date, and, in such event, shall implement actions to correct the delays pursuant to subsection (d) below.

(d) If, at any time, the actual progress of the work for Landlord’s Improvements will result in the Commencement Date Conditions being completed more than twenty (20) business days following the corresponding Principal Development Activity Required Date, Landlord shall (and/or shall require the EPC Contractor to) develop and submit to Tenant a written affirmative plan and recovery schedule (an “**Acceleration Plan**”) to correct the delay, including overtime and/or additional labor, if necessary, which Acceleration Plan shall indicate the date by which the progress of the work for Landlord’s Improvements shall reach the level of completion required by the Target Date Schedule (as such Target Date Schedule may have been extended at such time for Excused Delays). No Acceleration Plan may extend the date for achieving the Commencement Date Conditions beyond the corresponding Principal Development Activity Required Date without the Tenant’s prior written consent, which may be granted or withheld in Tenant’s sole and absolute discretion. Landlord shall thereafter accelerate (and cause the EPC Contractor to accelerate) the performance of Landlord’s Improvements as required by the Acceleration Plan and as otherwise necessary to achieve the Commencement Date Conditions by the corresponding Principal Development Activity Required Date. Landlord or the EPC Contractor shall be solely responsible for the cost of implementing any Acceleration Plan, without any increase in rent or other amounts payable by Tenant.

(e) Notwithstanding anything to the contrary, the Principal Development Activity Required Dates shall be subject to extension for, but only for, Excused Delay. In accordance with Section 1.4(a) of this **Exhibit “J”**, Landlord may update the Principal Development Activity Anticipated Dates from time-to-time by delivery of an updated Overall Project Schedule; however, no Principal Development Activity Required Date may be extended without Tenant’s prior written consent.

**1.5 Approvals.** Landlord will prepare, or cause to be prepared, the necessary documentation and forms for, file for, and will pay for, all Approvals necessary for the proper execution and completion of Landlord’s Improvements, all in accordance with the Overall Project Schedule.

**1.6 EPC Contractor.** As of the Effective Date of this Lease, Landlord intends to retain the EPC Contractor and enter into the EPC Agreement for the construction of the improvements represented by the Base Specification – Final and the Project Requirements. Tenant acknowledges that the EPC Agreement will cover engagement of EPC Contractor as the Design Firm to develop the Design Documents (to the extent not already

completed in accordance with the Master Services Agreement) and the Base Specification – Final and to thereafter construct the improvements represented by such Base Specification – Final and the Project Requirements.

**1.7 Construction Period Insurance.** Until the completion of EPC Contractor’s Work, and full turnover of, the Premises, Tenant shall procure and maintain insurance covering the full replacement value of Tenant’s Alterations and Tenant’s Personal Property stored, installed or operated on the Premises and elsewhere on the Property. Tenant shall not, and waives any right to, proceed against Landlord for damage to Tenant’s Alterations and Tenant’s Personal Property insured, or required to be insured, under the preceding sentence.

## 2. Execution of Work

**2.1 Landlord’s Obligations.** Landlord shall cause the execution of the Work and other elements of Landlord’s Improvements and each and every part of them (including for the avoidance of doubt any approved Tenant’s Requested Modifications or other variations to the Work) to be completed:

- (a) in a good and substantial and workmanlike manner and according to good building practice;
- (b) using good-quality materials, goods and equipment that are new and of recent manufacture, and in all events consistent with the materials, goods and equipment specified in the Base Specification – Final, and satisfy the Project Requirements;
- (c) in accordance with and subject to:
  - (i) the Approvals;
  - (ii) all Applicable Laws;
  - (iii) the terms of this Lease;
- (d) in accordance with and so as to satisfy the performance specifications and all other requirements included or referred to in the Base Specification – Final and the Project Requirements.

Additionally, Landlord shall achieve the Commencement Date Conditions by the applicable Principal Development Activity Required Date, subject to extension for Excused Delay.

**2.2 Operational Space; Server Room.** Unless agreed to in writing by the parties hereto after the Effective Date of this Lease, Landlord will construct (i) staging space to allow Tenant’s vendors and contractors to offload and store material and transport materials to the applicable Block (the “**Operational Space**”), and (ii) a server room with power and cooling requirements to ensure the server room is functional for its intended purpose, as more particularly shown on **Exhibit “J-2”** (the “**Server Room**”), in each case, in accordance with the Lease and the applicable Design Documents.

**2.3 Landlord Personnel and Project Managers.** Landlord shall assign one (1) or more project managers to the design and construction of the Buildings. Alex Sauser and Miles Biggs shall be Landlord’s initial project managers regarding the design of the Buildings. Alex Sauser and Miles Biggs shall be Landlord’s initial project managers regarding the construction of the Buildings. Landlord may replace and re-assign its project manager(s) hereunder upon five (5) days’ prior written notice to Tenant. Landlord has designated Val Angelkov as its initial “**Landlord’s Representative**,” who is authorized to act on Landlord’s behalf, and to bind Landlord, with respect to the design and construction of Landlord’s Improvements and the Tenant Improvement Work. The email addresses and telephone numbers for Landlord’s initial Landlord Representative is va@quinbrook.com.com and (443) 624-1878. Landlord may, at any time and in its sole and absolute discretion, replace its designated Landlord Representative with one or more representatives by providing written notice thereof to Tenant in accordance with Section 17.6 of the Lease.

**2.4 Tenant Representatives.** Tenant has designated Nathan Nichols, Caleb Van Zoeren and Chase Blackmon as its initial “**Tenant’s Representatives**,” each of whom is authorized to act on Tenant’s behalf, and to bind Tenant, with respect to the design and construction of the Landlord’s Improvements and the Tenant Improvement

Work. The email addresses and telephone numbers for Tenant's initial representatives are: (i) for Nathan Nichols: nathannichols@rhodiummining.io and (434) 249-2648; (ii) for Caleb Van Zoeren: calebvanzoeren@rhodiummining.io and (616) 299-9660; and (iii) for Chase Blackmon: Chase Blackmon: chaseblackmon@rhodiummining.io and (817) 907.1863. Tenant may, at any time and in its sole and absolute discretion, replace its designated representatives by providing written notice thereof to Landlord in accordance with Section 17.6 of the Lease by providing written notice thereof to Landlord in accordance with Section 17.6 of the Lease.

**2.5 Tenant's Access to Site and Documentation During Construction.** Subject to insurance requirements, and reasonable rules and regulations regarding access consistent with industry standards, including but not limited to completion of onsite safety orientation classes conducted by Landlord or EPC Contractor, if required, Tenant and authorized representatives of Tenant shall have access to the Site for observation and inspection purposes upon reasonable prior written request, provided that such access shall not hinder or delay the progress of the Work and all safety protocols and the Construction Coordination Requirements set forth in **Exhibit "P"** are observed. Landlord may deny access to Tenant and its authorized representatives at times when access would slow the progress of the Work or pose unreasonable risks to safety.

Landlord hereby acknowledges and agrees that: (a) Landlord shall keep Tenant apprised with respect to the status of, and significant developments concerning, the pursuit of all permits, approvals, variances and similar items for Landlord's Improvements; (b) Landlord shall make the site of Landlord's Improvements available at reasonable times for inspection by Tenant authorized representatives and designees, subject to the preceding grammatical paragraph; (c) Landlord shall, and shall cause EPC Contractor to, promptly furnish Tenant with any information, documents and/or materials relating to Landlord's Improvements (excluding the Substation) that Tenant may reasonably request (with Landlord providing such information to Tenant promptly following receipt from EPC Contractor), including, without limitation, shop drawings, product data, samples, other drawings and the like; and (c) Landlord shall provide Tenant with reasonable prior notice of, and allow Tenant or its representatives a reasonable opportunity to (i) attend project meetings relating to Landlord's Improvements, and (ii) accompany Landlord when conducting inspections, witnessing commissioning of Landlord's Improvements, where Tenant's participation in inspections and the development of Snagging Lists and Landlord's review of Landlord's Improvements for purposes of Phase Readiness, Substantial Completion, development of Snagging Lists, and final completion.

### **3. Landlord's Variations to Work**

#### **3.1 Change Orders.**

(a) Landlord may, from time to time, authorize changes in the Work, issue additional instructions, require additional work, or direct the omission of Work previously ordered, make reasonable field substitutions (i.e., by substituting materials of reasonably equal or better quality, cost, and performance specifications) for materials specified in the Base Specification - Final and associated job specifications, or require changes in the Work as necessary to comply with any Applicable Laws (any of the aforementioned, a "**Change Order**"); provided, however, Landlord shall not undertake any of the foregoing actions without the prior written approval of Tenant, which approval shall not be unreasonably withheld conditioned or delayed. For the avoidance of doubt, it will be unreasonable for Tenant to withhold approval to any proposed Change Order if such actions would not: (i) affect the Tenant Improvement Work, including the type, quantity, layout, functionality, durability, or cost associated with operating or maintaining Tenant's Personal Property; (ii) materially affect the functionality, durability, or cost associated with operating or maintaining any Landlord's Improvements for which Tenant is responsible under this Lease (including any pass-through costs thereunder); (iii) impact the Building or any computer room (including, without limitation: size, layout, and location; power availability, density, and distribution; and cooling and humidity specifications and conditions) or result in any aspect of Landlord's Improvements failing to comply with the Project Requirements; or (iv) extend the Overall Project Schedule and/or Target Date Schedule or time for performing Landlord's Improvements so that the Commencement Date Conditions are not likely to have reached the level of completion required by the corresponding Principal Development Activity Required Date.

(b) Landlord shall promptly notify Tenant in writing of any changes in Landlord's Improvements required to comply with the Project Requirements and, in connection therewith, shall consult with and reasonably consider any comments received from Tenant with respect thereto, so as to reach a mutually acceptable change to achieve compliance with the Project Requirements.

(c) Tenant shall have no approval rights over Change Orders relating to (i) the Substation, unless in connection with such Change Order, Landlord seeks to modify the Project Development Activity Required Dates or (ii) any other Landlord Improvements that are not within Tenant's Scope of Review.

### 3.2 Change Order Requests and Change Order Proposals.

If Landlord shall desire a Change Order that requires Tenant's approval under Section 3.1 above, then Landlord shall request such change by giving Tenant a written change order request ("**Change Order Request**"), including a proposal (a "**Change Order Proposal**") setting forth in reasonable detail, with a suitable breakdown by trades and work classifications, the scope of the change in the Landlord Improvements, the estimated additive or deductive monetary amount of such change, and the estimated additive or deductive time duration of such change resulting therefrom. Tenant shall have five (5) business days to review a Change Order Request. Provided that Landlord delivered the Change Order Request with Change Order Proposal to all three Tenant's Representatives in the manner required by Section 1.3, in the event that Tenant fails to provide written comments during such five (5) business day period, Tenant shall be deemed to have approved the relevant Change Order Request, except that no deemed approval shall apply to any Change Order Request that would alter or modify the Project Requirements (except to the extent necessary to comply with Applicable Laws or Approvals). If Tenant approves or is deemed to approve a Change Order Request, then (i) such Change Order Request shall constitute an "**Approved Change Order**," and (ii) except as provided below, the Base Specification - Final, and, if applicable, the Overall Project Schedule and/or Target Date Schedule shall be revised and adjusted in accordance therewith. Any dispute as to whether the Tenant is withholding approval pursuant to and in accordance with this Section 3.2 shall be agreed between Landlord and Tenant as soon as reasonably practicable after a written request so to do by one party to the other or in the event they cannot so agree shall be determined in accordance with Section 9 of this **Exhibit "J"**.

### 3.3 Unforeseen Site Conditions; Excused Delays.

(a) If Landlord or the EPC Contractor encounters conditions that Landlord or EPC Contractor believes constitute Unforeseen Site Conditions, Landlord shall provide notice to Tenant promptly following discovery and before conditions are disturbed and shall (a) take photographs and otherwise document the alleged Unforeseen Site Conditions and share such materials with Tenant and (b) provide Tenant with a reasonable opportunity to evaluate such condition before conditions are disturbed. If and to the extent that the conditions constitute Unforeseen Site Conditions, delays to work shall constitute an Excused Delay to the extent such Unforeseen Site Conditions qualify for Excused Delay in accordance with the definition thereof.

(b) Following Landlord becoming aware of the occurrence of an Excused Delay, Landlord shall notify Tenant of the occurrence of such Excused Delay and shall use commercially reasonable efforts to minimize any extension to the Overall Project Schedule and/or Target Date Schedule.

(c) If a modification to the Base Specification – Final is necessary to address any Unforeseen Site Conditions that are encountered during the Project, the modification must be implemented pursuant to a Change Order in a manner that results in the completed work complying with all Project Requirements; and Landlord shall consult with Tenant regarding the manner in which any such required change is implemented.

(d) In no event shall any Excused Delay for Unforeseen Site Conditions, Force Majeure or AHJ Delay result in any payment by, or increase in, the rent payable by Tenant.

(e) Any increase in the aggregate Recognized Development Cost (as hereinafter defined) to the extent attributable to Tenant Delay (including any Excused Delay caused by Tenant's Requested Modifications that are released for implementation pursuant to Section 4.4 of this **Exhibit "J"**) shall be Tenant's responsibility, and Tenant shall reimburse Landlord for any such increased Recognized Development Cost within twenty (20) days following receipt of an invoice and supporting documentation necessary to validate the Recognized Development Costs being sought for reimbursement.

#### 4. Tenant's Requested Modifications

##### 4.1 Tenant's Notification of Modifications

The Tenant shall have the right to request variations, additions, deletions, and/or substitutions to the Design Documents for the Landlord's Improvements (excluding the Substation) that have been approved in accordance with Section 1.3 or to any Landlord's Improvements (excluding the Substation) that have been or are to be performed in accordance with such approved Design Documents (each, subject to Section 1.3(e) above, a "**Tenant's Requested Modification**"), by delivering a TRM Application (as hereinafter defined) to Landlord, which request shall be subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. It will not be unreasonable for Landlord to withhold its consent if such Tenant's Requested Modification would (i) cause the Landlord's Improvements, if the Tenant's Requested Modification was implemented, to fail to comply with any Project Requirement (excluding Project Requirements involving the Lease or Design Documents that would change should the Tenant Requested Modification be implemented), unless, in the case of Project Requirements other than compliance with Applicable Laws or Approvals, Tenant agrees in writing to waive such Project Requirement, (ii) have a material detrimental impact to the functionality, durability, or design life of the Landlord Improvements, (iii) result in higher costs to undertake Landlord's Maintenance Obligations that are not funded as Operating Expenses, or (iv) involve the reduction of the Critical Load Power drawn by Tenant's Personal Property below the amount set forth in the definition of "Full Load Deployment Date". Landlord shall promptly review each TRM Application received from Tenant, and notify Tenant in writing within five (5) business days following receipt whether (A) Landlord requires any additional information from Tenant to determine the general scope of Tenant's Requested Modification, or (B) Landlord is either granting or withholding its approval, and if withholding approval, a statement in reasonable detail setting forth the basis for withholding its approval). Provided that Tenant delivers a Tenant's Requested Modification to Landlord's Representative by e mail as set forth in Section 2.3 of this **Exhibit "J"** which is clearly labelled in capitalized letters with "IMPORTANT - FAILURE TO TIMELY RESPOND WILL RESULT IN DEEMED APPROVAL", in the event that Landlord fails to provide a written response during such five (5) business day period, Landlord shall be deemed to have approved the relevant Tenant's Requested Modification. Any dispute as to whether the Landlord is withholding approval pursuant to and in accordance with this Section 4.1 shall be agreed between Landlord and Tenant as soon as reasonably practicable after a written request so to do by one party to the other, or in the event they cannot so agree, shall be determined in accordance with Section 9 of this **Exhibit "J"**. If Landlord approval of a Tenant's Requested Modification is not required, or once Landlord has approved a Tenant's Requested Modification, the parties shall proceed in the manner set forth below in this Article 4.

Any increase in the aggregate Recognized Development Cost (as hereinafter defined) to the extent attributable to a Tenant Requested Modification that is accepted by Tenant by executing a TRM Authorization Request following receipt of the Relevant Estimates, after factoring in all savings, shall be Tenant's responsibility, and Tenant shall reimburse Landlord for any such increased Recognized Development Cost within twenty (20) days following receipt of an invoice and supporting documentation necessary to validate the Recognized Development Costs being sought for reimbursement.

##### 4.2 Landlord Action on a Tenant's Requested Modification

Tenant shall submit any Tenant Requested Modification in the form of an application (a "**TRM Application**") stating in reasonable detail the proposed Tenant Requested Modification, the reasons for it, and sufficient information to enable Landlord to determine the general scope of the Tenant's Requested Modifications. Landlord shall promptly (and in any event within five (5) business days following receipt) respond to Tenant in writing as required by and in accordance with Section 4.1 above.

##### 4.3 Authorization Requests and Relevant Estimates

(a) If Landlord is willing to approve a Tenant's Requested Modification, or a final determination has been made that Landlord's withholding of its approval is unreasonable and that Landlord is nevertheless required to proceed with preparing Relevant Estimates for a Tenant's Requested Modification, as soon as reasonably practicable thereafter, Landlord shall work closely with the Tenant's Representative and shall furnish to the Tenant in duplicate a memorandum which sets out details of the Tenant's Requested Modification in question, the duplicate of which will include an acceptance section for completion by the Tenant if it wishes to proceed with

such Tenant's Requested Modification (the "**TRM Authorization Request**"), and to which is annexed a statement setting out:

(i) the Approvals and the third party consents, if any, required in respect of the Tenant's Requested Modification (the "**Modification Consents**");

(ii) an estimate of any Tenant Delay which is likely to result by reason of such Tenant's Requested Modification and which shall include, where applicable and without limitation, any estimated period of delay in respect of (A) seeking and obtaining the Modification Consents, including Tenant's use of its entire review period in accordance with Section 4.5(e) of this **Exhibit "J"** and (B) the preparation and approval of the Modification Plans, which shall also account for Tenant's use of its entire review period (including any Design Review Second Notice) in accordance with Section 4.5(a) of this **Exhibit "J"** ("**Estimate of Tenant Delay**"); and

(iii) Landlord's good faith estimate of the Recognized Development Cost to the extent attributable to such Tenant's Requested Modifications (the "**TRM Costs Estimate**").

The Estimate of Tenant Delay and the TRM Costs Estimate (the "**Relevant Estimates**") shall not be binding on Landlord or Tenant, and no warranty as to the accuracy of such statements is given or shall be implied, unless EPC Contractor has executed a change order under the EPC Agreement—the effectiveness of which is conditioned upon Tenant countersigning the TRM Authorization Request—as described further in Section 4.3(c) of this **Exhibit "J"**, indicating EPC Contractor's agreement with the Relevant Estimates and incorporation of their associated cost and schedule impacts into the EPC Agreement. In connection with the foregoing, Landlord agrees to cooperate reasonably and in good faith with Tenant to: (I) implement Tenant's Requested Modifications so as to minimize or eliminate any Tenant Delay resulting from any such Tenant's Requested Modifications; and (II) mutually agree on a schedule for any Tenant's Requested Modifications, which, upon approval by Landlord and Tenant, shall be incorporated into the Overall Project Schedule and/or Target Date Schedule.

(b) Prior to receiving the Tenant's countersigned TRM Authorization Request and Relevant Estimates, unless otherwise directed by Tenant in writing as part of the applicable TRM Application, Landlord shall seek Tenant's direction as to whether to continue to progress or cause the progress of the Work that may be implicated by such Tenant's Requested Modification as if no application for a Tenant's Requested Modification had been received; provided that if Tenant directs Landlord to suspend the Work that may be implicated by such Tenant's Requested Modification, any such delay shall be a Tenant Delay.

(c) After receiving a TRM Authorization Request and Relevant Estimates, Landlord shall meet with Tenant (and Landlord shall cause the EPC Contractor to meet with Landlord and Tenant) to discuss any questions or comments, evaluate potential value engineering or time saving suggestion and other potential modifications, and otherwise cooperate with respect to any items raised or requested by Tenant relating thereto; and shall thereafter revise the (and Landlord shall re-submit the revised) TRM Authorization Request and Relevant Estimates to Tenant for review. After revising the Relevant Estimates with EPC Contractor's input (if revisions were necessary), if directed by Tenant in writing, Landlord shall use commercially reasonable efforts to cause EPC Contractor to countersign a change order, the effectiveness of which shall be conditioned upon Tenant countersigning the TRM Authorization Request, agreeing to perform such Tenant Requested Modification on a fixed-price basis for the TRM Cost Estimate (as may have been revised following consultation with the EPC Contractor) and agreeing to schedule adjustments under the EPC Agreement that bind EPC Contractor to performing the work thereunder, as modified by the Tenant's Requested Modification, within the Estimate of Tenant Delay (as may have been revised following consultation with the EPC Contractor). For the avoidance of doubt, any TRM Cost Estimate based upon a change order under the EPC Agreement being performed by EPC Contractor on a cost-plus basis shall not result in a TRM Cost Estimate that is binding upon Landlord, and if a TRM Authorization Request is accepted and countersigned by Tenant, Tenant agrees to reimburse Landlord for any such Recognized Development Cost based on EPC Contractor's cost-plus invoices properly payable and paid by Landlord under the EPC Agreement. Tenant shall reimburse such Recognized Development Costs within twenty (20) days following receipt of an invoice and supporting documentation necessary to validate the Recognized Development Costs being sought by Landlord for reimbursement.

#### **4.4 Acceptance by the Tenant**

(a) If, having received the TRM Authorization Request and the Relevant Estimates provided by Landlord pursuant to Section 4.3, the Tenant wishes to have the Tenant's Requested Modification made it shall

countersign the TRM Authorization Request with attached Relevant Estimates (by way of acknowledgement) and return the duly countersigned duplicate (without amendment or qualification) of the TRM Authorization Request to Landlord.

(b) The countersigning and returning of the duplicate TRM Authorization Request unamended and unqualified by the Tenant authorizes Landlord to proceed with Tenant's Requested Modification.

#### 4.5 Preparation of Plans

If the Tenant has countersigned and returned a TRM Authorization Request unamended and unqualified to Landlord in accordance with Section 4.4 then:

(a) Landlord shall prepare or procure as soon as reasonably practicable the preparation of scaled and dimensioned architectural and engineering working drawings and specifications, or such other documents appropriate in light of the nature and scope of the Tenant's Requested Modification, showing in detail and in scope the Tenant's Requested Modification which drawings and specifications or other appropriate documents are in this Lease together called "**Modification Plans**". The Modification Plans shall be submitted promptly to the Tenant for approval in accordance with the procedure for review and approval of the Construction Documents under Section 1.3(c), including time periods and deemed approval following notice meeting the requirements of Section 1.3(c), *mutatis mutandis*. If a Modification Consent is required in respect of any Tenant's Requested Modification, Landlord shall first prepare or procure the preparation of, as soon as reasonably practicable, the plans which are necessary in order to apply for such Modification Consent and only prepare or procure the preparation of full Modification Plans either as soon as reasonably practicable following such Modification Consent being obtained or, if earlier, when the parties agree (acting reasonably) that it is appropriate to do so.

(b) Any facilities or materials supplied by and any work performed or procured by Landlord by reason of Tenant's Requested Modification which are described in the Modification Plans are called "**Modifications**" in this Lease and shall (subject to such Modification Plans having been approved (or deemed approved) by the Tenant pursuant to Section 4.5(a) so far as applicable) be deemed to be part of the Work (as appropriate), but must in any event comply with all Project Requirements not expressly modified by Tenant in the TRM Authorization Request.

(c) Landlord shall use commercially reasonable efforts to obtain, as soon as reasonably practicable, the Modification Consents for Tenant's Requested Modifications to the Work (as appropriate) and shall notify the Tenant whether the same have been granted or otherwise forthwith on receiving notification of the same.

(d) If, despite its commercially reasonable efforts, Landlord is unable to obtain the Modification Consents for any Tenant's Requested Modifications, Tenant will consider alterations or modifications to such Tenant's Requested Modifications that will enable Landlord to obtain the Modification Consents. If Tenant does not elect to make any alterations or modifications to Tenant's Requested Modifications in order to secure the relevant Modification Consents, or the Modification Consents cannot be secured, regardless of any alterations or modifications to Tenant's Requested Modifications, the Tenant's request for any such Tenant's Requested Modification shall be deemed to be withdrawn and the provisions of Section 4.8 of this **Exhibit "J"** shall apply.

(e) Subject to Landlord's delivery of copies of the Modification Consents to Tenant (which Landlord shall procure and provide for the Tenant as soon as reasonably practicable), Tenant shall notify Landlord in writing within five (5) business days of their receipt by the Tenant whether the Modification Consents are satisfactory to it, and if they are, the provisions of Section 4.7 shall apply. In the event that Tenant fails to provide written notification to Landlord within such five (5) business day period, and such failure continues for a period of three (3) additional business days after receipt of notice thereof from Landlord, which notice must contain the following inscription, in bold faced letters: "**SECOND NOTICE DELIVERED PURSUANT TO SECTION 4.5(e) OF LEASE EXHIBIT J—FAILURE TO TIMELY RESPOND WITHIN THREE (3) BUSINESS DAYS SHALL RESULT IN DEEMED APPROVAL OF MODIFICATION CONSENTS**" (notwithstanding anything herein to the contrary, such notice shall be delivered only by both email and telephone (which telephonic notice requirement may be satisfied by a voicemail message) to all three of the Tenant's Representatives), Tenant shall be deemed to have approved the relevant Modification Consents. If Tenant rejects the required Modification Consents for any Tenant's Requested Modification, Tenant's request for the Tenant's Requested Modification shall be deemed to be withdrawn and the provisions of Section 4.8 of this **Exhibit "J"** shall apply.

(f) Actual delay to the Landlord Improvements resulting from the need for, and the obtaining of, Modification Consents in accordance with this Section 4 shall be a Tenant Delay for the purposes of this Lease, as and to the extent such delay otherwise qualifies as Tenant Delay under the applicable terms and conditions of this Lease.

#### **4.6 Calculation of Actual Costs Referable to Tenant's Requested Modifications**

(a) Landlord shall calculate as soon as reasonably practicable the actual Recognized Development Cost for Landlord's Improvements properly attributable to the Modifications utilising (*inter alia*) initially for estimation purposes the pricing information provided by the EPC Contractor and eventually utilising (*inter alia*) the sums finally properly payable to the EPC Contractor in relation to the relevant Tenant's Requested Modifications, all pursuant to and in accordance with the terms and conditions of this Lease regarding the qualification for, and computation of, such costs, and the terms of the EPC Agreement.

(b) With respect to EPC Contractor's work that it performs under cost-plus change orders under the EPC Agreement arising out of Modifications or for costs arising from any Tenant Delay or are otherwise passed to Tenant under the terms hereof, Landlord shall, and shall use commercially reasonable efforts to cause the EPC Contractor and other vendors to, keep full and detailed accounts and exercise such controls as may be necessary for proper financial management of Landlord's Improvements. Tenant and its representatives shall be afforded access to, and shall be permitted to audit and copy (such access, audit and copying occurring indirectly via Landlord exercising its rights under the EPC Agreement and disclosing the same to Tenant), all of the records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to Modifications to Landlord's Improvements performed on a cost-plus basis solely to the extent that Landlord has such rights under the EPC Agreement and EPC Contractor has consented thereunder to Tenant receiving the same from Landlord, and such items shall be preserved for a period of three (3) years after the final Commencement Date, in each case as reasonably necessary to determine or confirm any Recognized Development Cost on account of Modifications.

(c) If any final accounting, or any inspection or audit by Tenant permitted under Section 4.6(b), reveals that Recognized Development Cost on account of Modifications differs from amounts previously reimbursed to Landlord by Tenant in accordance with Article 14 of the Lease, then within thirty (30) days following receipt of a written demand therefor accompanied by reasonable supporting documentation, Landlord shall promptly reimburse (or Tenant may offset against Rent and other amounts next coming due to Landlord) the amount of any such overcharge. Landlord shall notify Tenant if it disputes any amounts demanded prior to the date on which payment is to be made in accordance with the prior sentence.

#### **4.7 Execution of the Modifications**

Subject to:

- (a) the Tenant countersigning and returning an unamended and unqualified TRM Authorization Request in accordance with Section 4.4(a);
- (b) preparation of the relevant Modification Plans (and the approval thereof by Tenant); and
- (c) obtaining all necessary Modification Consents (and the approval thereof by the Tenant);

Landlord shall cause the carrying out of the relevant Tenant's Requested Modifications as part of the Work (as applicable), and (i) the Overall Project Schedule and/or Target Date Schedule shall be adjusted for the Excused Delay on account of the Tenant's Requested Modifications and (ii) Landlord shall be reimbursed for all Recognized Development Costs associated therewith, within twenty (20) days following receipt of an invoice and supporting documentation necessary to validate the Recognized Development Costs being sought by Landlord for reimbursement.

#### **4.8 Tenant's Withdrawal of a Tenant's Requested Modification**

If:

- (a) the Tenant withdraws a request for the Tenant's Requested Modification prior to Landlord commencing with the changes to the relevant Work, which Tenant shall be entitled to do at any time by way of notice

to Landlord (any withdrawal after commencement of the relevant Work being treated as a request for a Tenant's Requested Modification pursuant to Section 4.1 of this **Exhibit "J"**), or Tenant is deemed to withdraw a request for any Tenant's Requested Modification in accordance with the provisions of Sections 4.5(d) or 4.5(e) of this **Exhibit "J"**; or

(b) the Tenant fails to countersign and return a TRM Authorization Request unamended and unqualified to Landlord in accordance with Section 4.4(a) of this **Exhibit "J"**;

then Landlord shall have no further obligation to implement the Tenant's Requested Modification in question. In the case of clause (a), then (i) Tenant shall nevertheless be responsible for reimbursing all proper costs and expenses properly incurred by Landlord in respect of such withdrawn Tenant's Requested Modification, and (ii) any actual delays resulting from Landlord complying with its obligations pursuant to this Lease in respect of such withdrawn Tenant's Requested Modification shall constitute a Tenant Delay for purposes of this Lease, to the extent such delay(s) otherwise qualify(ies) as a Tenant Delay under the applicable terms of this Lease. In the case of clause (b), the Tenant shall nevertheless be responsible for reimbursing all proper costs and expenses properly incurred by Landlord to the extent Landlord is charged for services performed by EPC Contractor under the EPC Agreement in connection with evaluating and responding to such TRM Authorization Request, including preparation of estimates and other documentation.

## 5. Certificates of Phase Readiness

### 5.1 Phase Readiness for a Block

(a) **"Phase Readiness"** of a Block (as hereinafter defined) within a Powered Shell, shall be achieved when (a) within the applicable Powered Shell, the walls have been erected and the flooring and roofing have been installed; (b) the other applicable portions of Landlord's Improvements, including 10.23 MW of electrical capacity and associated medium-voltage equipment, are sufficiently complete in accordance with this Lease and the applicable Design Documents so that Tenant and its contractors may proceed with installation of a 10.23 MW block of networking, racking, servers, server cooling equipment and PDU equipment (a **"Block"**) in a corresponding amount of computer room space within the applicable Powered Shell designated by EPC Contractor and clearly communicated in writing to Tenant by Landlord (a **"Block Area"**), (c) the applicable portion of Work within the Substation will be sufficiently complete to support the applicable 10.23 MW Block, and (d) Tenant has a clear and unobstructed path to transport its material and equipment to the Block Area and applicable Premises, subject to the Construction Coordination Requirements set forth in **Exhibit "P"** to the Lease (including, until Loraine Avenue has been completed and is open to the public for travel, a temporary base/gravel road to the from the nearest public way to the Building which Landlord shall maintain until Loraine Avenue has been completed and is open to the public for travel)(conditions (a)-(d), collectively, the **"Phase Readiness Conditions"**);

(b) Landlord shall provide Tenant with written notice when Landlord reasonably believes that Phase Readiness for a Block has been achieved which shall be accomplished by delivery of the Certificate of Phase Readiness for such Block countersigned by Landlord within two (2) business days of its countersignature by Landlord and delivery to EPC Contractor under the EPC Agreement. Promptly following delivery of such notice from Landlord, duly authorized representatives of Landlord and Tenant and the EPC Contractor shall jointly inspect the Landlord's Improvements for the applicable Block Area. In the event that Tenant disagrees on whether Phase Readiness of such Block has been achieved and the parties are unable to reach agreement thereon within five (5) business days after such joint inspection, either party may submit such disagreement for resolution in accordance with Section 9.

(c) Landlord shall achieve Phase Readiness at a rate of one Block per month per Block Area commencing on the date that is thirty (30) days following the delivery to Tenant of the Certificate of Phase Readiness for the first Block within Powered Shell-A (such first Block with respect to each Powered Shell, the **"Initial Block"**).

(d) Tenant's Tenant Improvement Work in a Block Area will not be unreasonably interrupted; provided that Tenant shall reasonably cooperate with representatives in connection with any municipal building inspections and work by utilities in service of commissioning utility connections, and with EPC Contractor in connection with completion of any punch-list or warranty work. For the avoidance of doubt, Landlord and Tenant shall at all times comply with the Construction Coordination Requirements set forth in **Exhibit "P"** to the Lease.

## 6. Certificate of Substantial Completion

### 6.1 Certificates of Substantial Completion

(a) “**Substantial Completion**” of the Building shall be achieved when (a) the Landlord’s Improvements are complete in accordance with this Lease and the applicable Design Documents so that the Powered Shells, the Operational Space and the Server Room are ready for occupancy, and, subject only to completion of any Tenant Improvement Work and EPC Contractor’s completion of Snagging Items on the Snagging List (each as defined below), ready for operation as a fully-integrated system in a safe manner without damage to the Building or any Building System, or to the electrical grid to which it is interconnected, (b) each Powered Shell, the Operational Space and the Server Room, are mechanically, structurally and electrically sound and each Block within each Powered Shell has achieved Phase Readiness, (c) the completion of all Snagging Items shall not materially interfere with the performance of any remaining Tenant Improvement Work or Tenant’s use and occupancy of the Premises, and (d) Tenant has lawful access to the Building and applicable Premises for the installation and use of all Alterations and Tenant’s Personal Property subject to the Construction Coordination Requirements set forth in **Exhibit “P”** to the Lease (including, until Loraine Avenue has been completed and is open to the public for travel, a temporary base/gravel road to the from the nearest public way to the Building which Landlord shall maintain until Loraine Avenue has been completed and is open to the public for travel).

(b) Landlord shall provide Tenant with written notice when Landlord reasonably believes that Substantial Completion has been achieved, which shall be accomplished by delivery of the Certificate of Substantial Completion countersigned by Landlord within two (2) business days of its countersignature by Landlord and delivery to EPC Contractor under the EPC Agreement. Such notice shall be accompanied by a list ( the “**Snagging List**”) of items of Landlord’s Improvements to be completed or corrected (“**Snagging Items**”). Promptly following delivery of such notice from Landlord, duly authorized representatives of Landlord and Tenant and the EPC Contractor shall jointly inspect the Landlord’s Improvements. The proposed Snagging List Items shall be developed or approved jointly by Landlord and Tenant following such joint inspection. In the event that Tenant disagrees on whether Substantial Completion has been achieved, or whether any item is properly included as part of the Snagging List, and the parties are unable to reach agreement thereon within five (5) business days after such joint inspection, either party may submit such disagreement for resolution in accordance with Section 9. The failure to include an item on the Snagging List does not alter the responsibility of Landlord to complete all Landlord’s Improvements in accordance with this Lease and the applicable Design Documents.

### 6.2 Snagging Items

Landlord shall cause correction and completion of all Snagging Items in accordance with the schedule agreed upon with EPC Contractor following Substantial Completion and shall provide periodic progress updates (not less frequently than bi-weekly) regarding the completion of such Snagging Items to Tenant. Failure to include any snagging item in the Certificate of Substantial Completion will not alter the responsibility of Landlord for completion of all Work and other Landlord’s Improvements. If any Snagging Item must be completed after commencement by Tenant of Tenant’s installations (as provided in the Lease), Landlord shall coordinate with Tenant and Tenant’s contractor to ensure timely completion of the Snagging Items in accordance with the Construction Coordination Requirements set forth in **Exhibit “P”** to the Lease.

### 6.3 Correction

If any of Landlord’s Improvements is found to be not in accordance with the requirements of Lease within two (2) years following Substantial Completion as a whole, Landlord shall promptly correct the defective or nonconforming Landlord’s Improvements at Landlord’s sole cost and expense (and no cost incurred in correcting any such defective or nonconforming Landlord’s Improvements shall be included in Operating Expenses). The foregoing obligation of Landlord shall not apply to any Landlord’s Improvements rendered defective or nonconforming (a) by the wrongful or negligent actions of Tenant Personnel or Tenant Parties or failure to properly maintain such Landlord Improvements in accordance with written operating or maintenance instructions or manufacturer manuals provided by Landlord to Tenant (if Tenant is obligated to maintain such Landlord Improvements) by Tenant Personnel or Tenant Parties, and (b) defective or non-conforming Tenant Improvement Work. During such period, Tenant shall not (and shall cause all Tenant Personnel and Tenant Parties to not) attempt to repair or replace allegedly defective or

nonconforming Landlord Improvement without Landlord's prior written consent, unless Landlord fails to promptly take diligent actions to correct the defective or nonconforming Landlord's Improvements.

## 7. Capital Allowances

Notwithstanding anything to the contrary, the Recognized Development Cost for any Modification shall be reduced by any capital allowances or grants which may be available in respect of such costs or the underlying work, as well as all discounts, rebates and tax abatements applicable thereto; and Landlord shall use commercially reasonable efforts to, or cause the EPC Contractor to, take all actions so that they can be obtained. The Tenant shall render such reasonable assistance as Landlord may reasonably require in this regard. For avoidance of doubt, Tenant shall receive the benefit of any capital allowances or grants which may be available in respect of such costs or the Tenant Improvement Work, any Tenant Alterations and any Tenant's Personal Property (as that term is defined in Schedule 1 of the Lease), as well as all discounts, rebates and tax abatements applicable thereto. Landlord shall render such reasonable assistance as the Tenant may reasonably require in this regard.

## 8. Other Provisions Relating to Landlord's Improvements and Tenant Improvement Work

**8.1** Except as otherwise provided in the Lease of Exhibits, subject to Landlord's prior written consent (which shall not be unreasonably withheld), prior to the applicable Commencement Date, Tenant and Tenant's contractors, vendors, agents and employees shall be permitted to enter the Building or certain portions thereof as approved by Landlord to deliver, store and install furniture, fixtures, equipment, personal property and other items not included in Landlord's Improvements to prepare such Premises for Tenant's performance of its Tenant Improvement Work and its use and occupancy; provided, however, that such entry by Tenant or Tenant's contractors, vendors, agents or employees shall (a) be subject to compliance with the first grammatical paragraph of Section 2.5 and (b) not unreasonably interfere with or delay the performance of Landlord's Improvements. Landlord, the EPC Contractor, Tenant and Tenant's contractors and vendors shall cooperate in the scheduling of work performed by or on behalf of Tenant, and shall coordinate their activities so as not to cause unreasonable delay or cost to either party, in accordance with the Construction Coordination Requirements set forth in **Exhibit "P"** to this Lease. Landlord's failure to grant written consent to any such access by Tenant and its authorized designees no later than 30 days prior to the applicable Commencement Date in order to permit Tenant to perform Tenant Improvement Work and install Tenant's Personal Property shall be deemed unreasonable; provided, for the avoidance of doubt, that the foregoing clause shall not control the period prior to Phase Readiness for the Initial Block for the applicable Powered Shell.

**8.2** Landlord shall deliver electronically the following items to Tenant as soon as reasonably practicable after the date of Substantial Completion:

(a) sets of the as-built drawings showing (i) deviations from the Base Specification – Final made during construction, (ii) details not previously shown, (iii) changes to existing conditions or existing conditions found to differ from those shown on Base Specification – Final, (iv) the actual installed position of cable, equipment, piping conduits, switches, electric fixtures, circuiting, access panels, openings, stub-outs, below ground utilities, and similar items, and (v) such other information as Tenant may reasonably request, provided such other information is within the Landlord's possession;

(b) sets of warranties required by the Base Specification – Final or the Project Requirements or otherwise relating to any system, equipment or component included as part of the Landlord's Improvements installed within the Building, to the extent Landlord is permitted to disclose copies of such warranties without violating confidentiality obligations;

(c) complete sets of all manufacturer's catalogues, instructions and other similar data (including the necessary graphic cuts, diagrams, valve charts, and the like) covering all mechanical and manually operated devices furnished and/or installed as part of Landlord's Improvement within the Building, which Tenant acknowledges will be in draft form, and within the earlier to occur of five (5) business days following receipt thereof from EPC Contractor or five (5) business days following completion under the EPC Agreement, a copy of the final operations and maintenance manual for the Landlord Improvements (which may exclude the Substation), which will contain no less than the items required to be delivered in this Section 8.2(c) in connection with Substantial Completion.

To the extent that final certificates of inspection and operating permits for machinery and equipment, if any, were not delivered to Tenant at or prior to Substantial Completion, Landlord shall deliver any such final certificates of inspection and operating permits within five (5) business days following receipt thereof from the governmental authority or EPC Contractor.

**8.3** [Intentionally Omitted].

**8.4** The parties will schedule and attend regularly scheduled meetings (each, a “**Project Meeting**”) which will be attended by Landlord, Tenant, the EPC Contractor and other members of the design and construction teams. Such meetings shall generally be held no less frequently than bi-weekly during the preconstruction phase and no less frequently than bi-weekly during the construction phase. At the conclusion of each Project Meeting, all assignments, responsibilities, actions and other items addressed at such Project Meeting shall be reviewed by the attendees.

**8.5** Neither the requirement that the Design Documents, Change Order Proposal and Modification Plans be submitted to Tenant, nor its actual or deemed review or approval thereof or changes thereto, nor its right to review Landlord’s Work during construction or at the completion thereof, shall in any way: (a) be deemed to be an agreement or warranty by Tenant that (1) the work contemplated thereby or any other aspect thereof complies with this Lease, Applicable Laws or the Project Requirements, (2) any drawings or specifications will be approved by any governmental agency having jurisdiction therefor, or (3) such items are free from errors, omissions, inconsistencies or deficiencies; or (b) release Landlord from its obligations under the Lease or this **Exhibit “J”** and associated exhibits (including, without limitation, Landlord’s obligation to design and construct the Landlord’s Improvements in accordance with all Applicable Laws and Project Requirements).

**8.6** Without limiting the generality of the foregoing, the EPC Agreement shall include: (a) provisions requiring the EPC Contractor to implement accounting, control and financial management systems sufficient to segregate and properly allocate costs, and to provide Landlord and Tenant (through Landlord) with such materials as may be requested by Landlord or Tenant (through Landlord) to support such cost allocations in connection with Modifications where corresponding change orders under the EPC Agreement are performed by EPC Contractor on a cost-plus basis (and for Modifications performed on a lump sum basis, Landlord will require EPC Contractor to provide a cost breakdown supported by sufficient substantiating data to permit evaluation as to how the lump sum price of such Modification was determined); and (b) provisions allowing Tenant or its representatives (via Landlord) to review or audit all books and records relating to any Recognized Development Cost for Landlord’s Improvements arising from any Modification performed on a cost-plus basis. Landlord shall use commercially reasonable efforts to cause EPC Contractor to include provisions requiring (i) EPC Contractor to include the Tenant Parties (including Tenant, Rhodium Shared Services LLC, Rhodium Industries LLC, and Rhodium Technologies LLC, along with each of their respective managers, members, officers, directors, employees, contractors and representatives) as additional insured on all commercial general liability, automobile liability, umbrella or excess liability and pollution liability policies required to be carried by EPC Contractor under the EPC Agreement and(ii) EPC Contractor to indemnify, defend and hold harmless the Tenant Parties (including those listed in clause (i)) to the same extent as Landlord and its affiliates.

**8.7** Landlord shall use commercially reasonable efforts to obtain pricing for any Modification that is consistent with the pricing for the initial Landlord’s Improvements (including, without limitation, with respect to amounts charged for the EPC Contractor’s fee, general conditions/general requirements costs, insurance and indirect costs); and Tenant may review applicable pricing information to confirm the foregoing.

## **9. Disputes**

The provisions of the Lease, including, without limitation Section 17.7, shall apply to any disputes arising under this **Exhibit “J”**.

## **10. Penalties and Remedies**

**10.1** Except as specifically set forth in this **Exhibit “J”** and/or in the Lease, neither party shall have the right to terminate this Lease.

### **10.2 Tenant Remedies for Late Delivery.**

(a) In the event that the Commencement Date Conditions, as it relates to (i) Powered Shell-A and the Server Room, (ii) Powered Shell-B or (iii) Powered Shell-C, have not been completed by the applicable Target Commencement Date, as extended for Excused Delays: (a) the applicable Commencement Date shall be postponed until the date on which the Commencement Date Conditions, as it relates to such Powered Shell, and in the case of Commencement Date (Powered Shell-A), the Server Room, have been satisfied; (b) the date on which Tenant is required to commence paying Base Rent and Additional Rent (the “**Rent Commencement Date**”) shall be extended by the applicable Rent Commencement Date Extension Period (as hereinafter defined); and (c) those shall be Tenant’s sole and exclusive remedies for the delay in satisfying the Commencement Date Conditions by the applicable Target Commencement Date, except as otherwise provided in Section 10.4(b) below.

(b) In the event that the Substantial Completion Conditions have not been achieved by the Target Substantial Completion Date, then Rent shall be suspended proportionately based on the Critical Load Power of the Building that cannot be used for its Permitted Use (in MW) as a result of Landlord’s failure to achieve the Substantial Completion Conditions by the Target Substantial Completion Date, on a day-for-day basis commencing on the Target Substantial Completion Date, and ending on the date the Substantial Completion Conditions have been satisfied. Those shall be Tenant’s sole and exclusive remedies for the delay in satisfying the Substantial Completion Conditions by the Target Substantial Completion Date.

### 10.3 [Reserved]

### 10.4 Rent Commencement Date Extension Period; Termination Right

(a) As used herein, the applicable “**Rent Commencement Date Extension Period**” shall mean: if Landlord satisfies the applicable Commencement Date Conditions following the applicable Target Commencement Date, one day for each day commencing on the Target Commencement Date for such Powered Shell and ending on the date that the applicable Commencement Date Conditions have been satisfied.

(b) If Landlord fails to achieve the level of completion to achieve the Commencement Date Conditions for a Powered Shell or Server Room by the date that is one hundred eighty (180) days following the corresponding Principal Development Activity Required Date (as such Principal Development Activity Required Date is extended for Excused Delays), Tenant shall have the right, following written notice and if Landlord has continued in its failure to achieve the applicable Commencement Date Conditions for an additional fifteen (15) business days’ following receipt of such notice to terminate the Lease by written notice to Landlord. If Tenant exercises its right to terminate the Lease pursuant to this Section 10.4(b): (a) the Lease will terminate and neither party will be entitled to any other remedy or damages under the Lease except for remedies or damages under those provisions, if any, which expressly survive the expiration or termination of this Lease; and (b) Landlord shall, within ten (10) business days thereafter, return, and deliver written instruments reasonably satisfactory to Tenant releasing, all collateral and security held as security for Tenant’s performance of the Lease (including, without limitation, cash deposits, letters of credit, UCC-3 termination statements for all filed UCC-1 financing statements, pledges or equity interests and guarantees) and all of Landlord’s collateral and security held as security for Tenant’s performance of the Lease shall be deemed to be automatically released upon such termination pending receipt of such written instruments from Landlord.

**EXHIBIT “J-1(a)”**

**TECHNICAL SPECIFICATIONS AND  
PROGRAM REQUIREMENTS FOR LANDLORD’S IMPROVEMENTS**

*[Attached]*

## SCOPE OF WORK

### PURPOSE

The purpose of this exhibit is to provide further definition to the Landlord Improvements.

### PROJECT DESCRIPTION

The project will be designed to provide two (3) data mining buildings (data halls) sized as needed to provide a total mining capacity of 225MW and one (1) central server room. The Project's power demands will be served through a radially feed 138/34.5kV substation located adjacent to the Oncor 138kV and the data halls.

### PROJECT DELIVERY METHOD

The Landlord will be responsible for design engineering of the high-voltage electrical infrastructure, MV electrical infrastructure, water infrastructure, overall site grading, powered data halls, and associated utilities within the project limits. Additionally, Landlord will be responsible for procurement and delivery of the major equipment covered under this contract, quality control, expediting, heavy haul, unloading, temporary site storage, installation, startup, and testing. Landlord will also provide project management, construction management, and startup and commissioning services to complete the project.

## Construction Utility Services

### *Temporary Power*

Landlord will provide and maintain all temporary power required during construction at the Project site for its work, Tenant will be responsible for its own construction power. Landlord will distribute the power as needed to support construction services for its work.

### *Site Security*

Landlord shall provide on-site security as needed to secure equipment and materials for its work. Any Tenant or Owner provided materials not within Landlord's control, shall be secured by the Tenant as applicable.

### *Construction Waste Disposal*

Tenant shall dispose of any construction waste associated with the installation of it's portion of the Project.

### *Construction Phone /internet/communications*

All telephone and internet communications during construction and commissioning will be by the tenant.

## SCOPE OF WORK

(continued)

### Site Grading and Drainage

Landlord will provide a complete civil design package that includes earthwork grading, access road, pavement and drainage design with the development of a Storm Water Pollution Prevention plan (SWPPP). Specifications will be provided for required earthwork, roadway, drainage for the project site.

#### *Site Survey*

Landlord shall provide site ALTA/Topographic survey.

#### *Geotechnical Data*

Landlord shall provide geotechnical report.

#### *Access*

All access roadways will be designed to allow access to equipment for construction and maintenance with heavy vehicles. Data center access roads will be designed in 20 ft width with concrete or asphalt pavement and adhere to City of Temple guidelines for fire truck access.

#### *Site Preparation & Finishing*

Landlord's site preparation will include clearing, grubbing, and stripping to remove the top weak strength soil based on geotechnical recommendations. Rough grading to prepare the site construction base for road, foundations, and facilities. Final grading and pavement to provide final grading surface for all design areas.

Crushed rock will be installed over final prepared site. Data center access roads will be compacted native, concrete or asphalt pending geotechnical report recommendation and fire code requirements. Landscaping will be coordinated with City of Temple.

#### *Storm Drainage*

Stormwater drainage design will provide underground and open channel to direct site runoff water to surrounding drainage systems. The onsite drainage system capacity shall be designed for 10-year storm event and to avoid flooding during 100-year storm event. Hydraulic calculations and details will be provided for obtaining permits.

#### *Security Fence*

Security fence will be installed around the perimeter of the site. The fence will be steel chain link fence, 6 ft height.

### High Voltage Substation

Landlord shall design and install a 138/34.5kV, 250MVA electrical substation to serve as the high-voltage interconnection with Oncor. The substation will be radially-feed via a 138kV transmission line tap station designed and installed by Oncor. The point of ownership change is assumed to be done at a Point of Change of Ownership (POCO) pole directly outside of the substation fence.

## SCOPE OF WORK

(continued)

### *Electrical*

The substation electrical package consists of both a physical electrical package and a protection and control package. The physical electrical package will include electrical layouts and elevations, electrical details, grounding layouts and details, conduit layouts and details, cable schedules, studies, calculations, and bill of materials.

The protection and control package will include one-lines, three-lines, control building drawings, panel elevations, AC and DC schematics, wiring diagrams, cable schedules, studies, calculations, and bill of materials.

Procurement specifications will be developed for the material being added as part of the project.

### *Structural Steel*

Typical high voltage structural steel structures will be used for all rigid bus supports, switch supports, and metering equipment supports. Medium voltage distribution structural steel structures will be used to support rigid bus, switches, and other electrical equipment prior to transitioning to below grade feeders. The high voltage transmission line will terminate into an H-Frame dead-end structure supporting a line disconnect switch. Substation lightning protection will be provided by single mast pole structures as required.

### *Foundations*

High voltage structural supports are expected to be supported on conventional reinforced concrete drilled shafts. High voltage gas circuit breakers are expected to be supported on reinforced concrete mat foundations. The large power transformer is expected to be supported on a reinforced concrete mat foundation with a synthetic liner and fiberglass wall oil containment system. The prefabricated substation control enclosure is expected to be supported on drilled shafts. On-site backup propane generator and backup propane storage tank are expected to be supported by separate reinforced concrete mat foundations.

### *Grounding*

Landlord shall perform a grounding study to finalize the substation's grounding design. Grounding design shall be based upon IEEE std.80, and grounding studies shall be performed using the CDEGS modelling software. Grounding design will be based on soil resistivity measurements provided in the geotechnical report.

### *Lightning Protection*

Landlord shall perform a rolling-sphere lightning study to finalize the substation's static coverage. The lightning design shall be based upon IEEE std.998. Landlord currently assumes that one (1) 75 ft static mast will be required to provide adequate coverage of the substation bus and equipment.

### *Lighting*

Landlord shall evaluate and design station service lighting to provide a minimum of 2 ft./candles of lighting around equipment disconnect and isolation points, so service technicians can visually confirm electrical isolation during maintenance events at night. It is assumed that service technicians shall use ground-mounted tri-pod lighting equipment to provide greater levels of light coverage in work areas.

### *Station Automation and Controls Programming Requirements*

Landlord will provide documentation, settings and/or configurations for the following:

- ▶ Detailed SCADA I/O points list

## SCOPE OF WORK

(continued)

- ▶ SEL-3555 RTAC configuration file
- ▶ SEL Diagram Builder HMI settings file
- ▶ Relay communications settings
- ▶ SEL AcSELerator Quickset Device Manager configuration file for engineering access
- ▶ Substation LAN switch settings

### ***Relay Settings***

Landlord shall develop relay and control settings as required for the new protection and control systems.

### ***Testing and Commissioning***

Landlord shall provide testing and commissioning services for all electrical equipment, relaying, and control systems and main power transformer.

### ***Operations and Monitoring***

Landlord will provide long term operations and monitoring of the substation.

## Medium-Voltage Equipment and Cabling

Landlord shall design, procure, and install the medium-voltage (34.5kV, 416V, and 480V) equipment and material needed to distribute power for the blockchain miners, pumps, and O&M building loads. The following outlines those systems and equipment:

### ***Medium-Voltage Switchgear***

35kV, 600A Vacuum Fault Interrupter (VFI) Switchgear Units shall be installed adjacent to the building area serving 35kV power to the mining and distribution transformers. Each VFI switchgear shall be fed through cables routed via underground ductbank coming from the utility substation. Each VFI switchgear shall have four (4) taps associated, with two (2) taps each forming a loop configured feeder system. The cables leaving the taps shall be routed through underground ductbank to the primary enclosure for each transformer.

### ***Medium-Voltage Pad-mount Transformers***

2,500kVA, 34.5kV-416V, Delta-Wye transformers shall be installed to power the power distribution units (PDUs) for mining purposes. The transformers shall be fed from the upstream VFI switchgear and connected in a daisy chain configuration per the electrical oneline drawings. Each mining transformer shall be close-coupled to a 600V, 4000A switchboard to supply power to the each PDUs circuit. Landlord shall procure and install cable and raceway from the switchboard to the data hall building wall. Landlord shall procure the cable and raceway from the interior wall of the data hall building to the PDU, tenant shall be responsible to install the cable and raceway from the interior wall to the PDU and terminate the cables. Additionally, there will 1000kVA, 34.5kV-480V, Delta-Wye transformers installed to power the utility loads such as the pumps, coolers, fans, lights, and receptacles. These transformers shall be combined with the mining transformers in the loop configuration. The O&M building will be serviced through a single 2.5MVA, 34.5kV-480V, Delta-Wye transformer.

### ***Low-Voltage Switchboards -Miners***

600V, 4000A outdoor NEMA 3R switchboards shall be close-coupled and installed next to each 2,600kVA mining transformer. These switchboards shall each have Qty (72) 80A feeder circuits to supply power to the PDUs located inside the building.

## SCOPE OF WORK

(continued)

### ***Medium-Voltage Duct Banks and Cabling***

Medium voltage duct banks shall be installed from the utility substation to the building plot area to feed each 35kV VFI switchgear. From each 35kV VFI switchgear, additional duct bank shall be routed down the lengths of each data hall for each transformer in order to form the loop design. There will also be a short section of 600V duct bank between each 750kVA transformer and the corresponding 600V MCC lineup. Single conductor aluminum 35kV EPR cables shall be used to connect between equipment at the 35kV voltage level and will be routed in underground duct bank. The 600V cables that connect between the transformers and MCCs shall be XLPE aluminum type and be routed through underground duct bank.

### ***Low Voltage Switchboards – Pumps, Coolers, Building power***

600V, 1200A outdoor NEMA 3R switchboards shall be close-coupled and installed next to each 1000kVA transformers to supply power to coolers, pumps, fans, and lighting transformers as part of the building design.

## Data Halls and O&M Building

Landlord shall design, procure, and erect the data halls and O&M buildings required to serve 225MW of mining capacity for the Project. The current design contemplates two (2) data halls that each service a mining capacity of 90MW and one (1) south centrally located Data Hall with a service capacity of 45MW..

### ***Design Criteria and Assumptions***

The design is be based on documented conversations with tenant. Some assumptions have been made and documented to advance the design and establish a starting basis for the project. The following list presents the design assumptions that have been used to develop the initial design basis.

- ▶ Fully sprinklered buildings are considered for all building.
- ▶ Assumed 14 maximum occupants throughout all buildings for the purpose of code analysis.
- ▶ Restroom facilities are included inside of the data halls 1 & 2.
- ▶ Design includes overhead doors for access into data hall 2 from Data hall 3.
- ▶ Design assumes a 10 feet wide corridor within the Data Hall 3 to provide access from the loading dock to the rest of the facility.

### ***Electrical***

Landlord shall develop electrical plans for the data halls and O&M building to deliver power to convenience outlets, lighting, and monitoring equipment based on the final design of the buildings.

### ***Mechanical***

Landlord shall design, procure, and install ventilation fans and louvers for the data halls based on an agreed to amount of air exchanges needed per building code. Landlord shall also design, procure, and install the HVAC system as necessary in the server room and based on final design.

## SCOPE OF WORK

(continued)

### ***Lighting***

Landlord shall develop lighting plans for the data halls and O&M building based on the finalized floor layouts for each.

### ***Fire Protection***

Landlord shall evaluate building classifications, occupancy, and city and county codes to determine the need and type of fire protection needed for the data halls and O&M building. Expectation is that data halls will be protected by strategically placed fire extinguishers. All Data Halls will likely require a fire sprinkler system.

### ***Pre-Engineered Metal Building***

Landlord shall develop structural criteria and layouts necessary to procure pre-engineered metal buildings needed to support the 225MW of mining capacity and a Server Room.

### ***Foundations***

Landlord shall design and install slab foundations to support the data halls and server room and designed in accordance with recommendation from the geotechnical report. The data halls shall include raised curb slab foundations for containment purposes. The O&M building shall be a slab foundation.

## Water Infrastructure

Landlord will provide a complete water and wastewater design package that includes metering on both water and wastewater lines to support make-up water, domestic water, blow down wastewater and sanitary wastewater for the data center. Specifications will be provided for required pipeline work, and lift station for the project site. The water and wastewater lines to the site will be within the City of Temple's right-of-way. It is assumed that the City of Temple owns the temporary and permanent easements, and these are adequate for pipeline installation. A sewer lift station, if required, shall be within the scope of the City of Temple.

### ***Water / Wastewater Line Extension***

An 8" domestic water line and 6" wastewater line shall be installed parallel to the Lorraine Ave extension that the City of Temple is installing. The 8" water line shall support a peak demand of 743-gpm comprised of a domestic water peak demand of 59-gpm and cooler equipment make-up water peak demands of 684-gpm. The 6" wastewater line shall support a peak discharge of 263-gpm comprised of sanitary waste of 59-gpm and blowdown peak of 204-gpm. The wastewater line will tie into the City of Temple's existing 8" wastewater line at an existing manhole. Both lines will be metered at the data center location. Each cement lined ductile iron water line will be routed to the property perimeter at which point the City of Temple will pick up the connection. Landlord to apply for tie-in permits with the City of Temple for the water and wastewater lines.

## Fiber Optic Conduit Infrastructure

Landlord shall route and install conduit to support fiber optic feed from the property perimeter to the server room located within the O&M building. Tenant shall coordinate with local fiber network provider for procurement and installation of the fiber network cable.

## SCOPE OF WORK

(continued)

### Environmental Services

Landlord has developed a cultural resources memo and wetland memo documenting the results of the field investigation. In accordance with consultant recommendation no permit with the USACE will be required.

#### *Permits*

Landlord shall develop a permitting matrix outlining all permits required for the project.

### Tenant Responsibilities

The following section outlines material, systems, and other obligations that are outside the scope of the Landlord improvements and shall be the responsibility of the tenant.

#### *Mining Equipment*

Tenant shall supply, install, and commission all equipment, tanks, and fluid utilized for the immersion cooled data computing required for the Project.

#### *Immersion Cooling Equipment*

Tenant shall supply, install, and commission all immersion cooling equipment including, but not limited to, structural steel, coolers, rain louvers, piping, and pumps.

#### *Low-voltage Cabling*

As a point of scope demarcation, Landlord shall procure the cable and raceway from the switchboard to the PDU, tenant shall be responsible to install the cable and raceway from the switchgear to the PDU and terminate the cables. Refer to Exhibit "Q", in the event of discrepancies Exhibit "Q" shall govern.

#### *Fiber Cabling*

As a point of scope demarcation, Landlord shall procure the basket tray and hangers from the Server Room as plans describe as provided by Tenant. Tenant shall be responsible to install the basket tray throughout the O&M and Data Halls.

#### *DH 3 Shipping/Receiving Equipment*

Tenant shall supply and install all operations and maintenance equipment like forklifts, equipment lifts, storage racks, and on-site immersion fluid recycling equipment within the O&M and shipping/receiving building utilized for the Project.

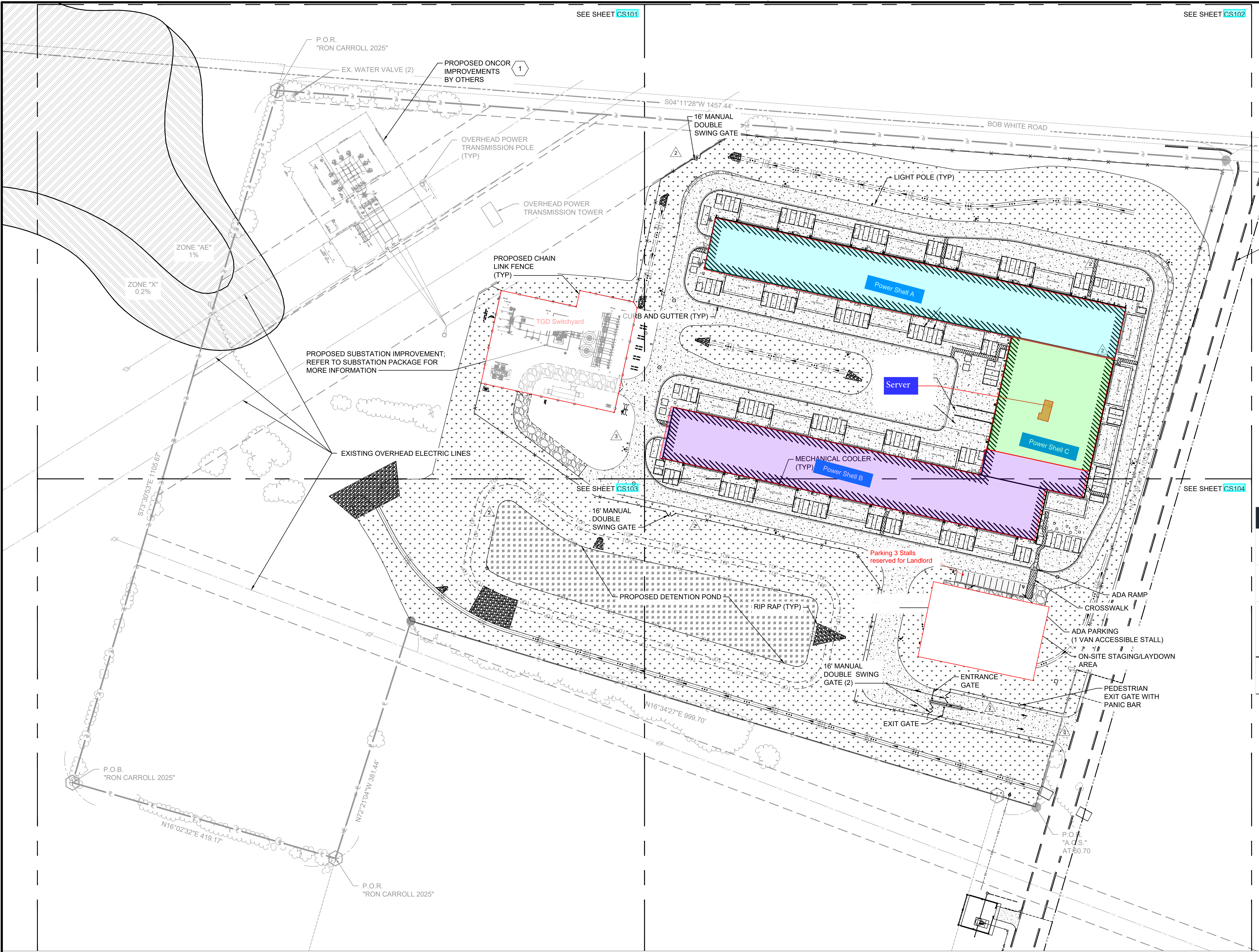
#### *Security Systems*

Tenant shall supply all security system infrastructure needed to secure and monitor any temporary and long-term equipment installations.

**EXHIBIT “J-1(b)”**

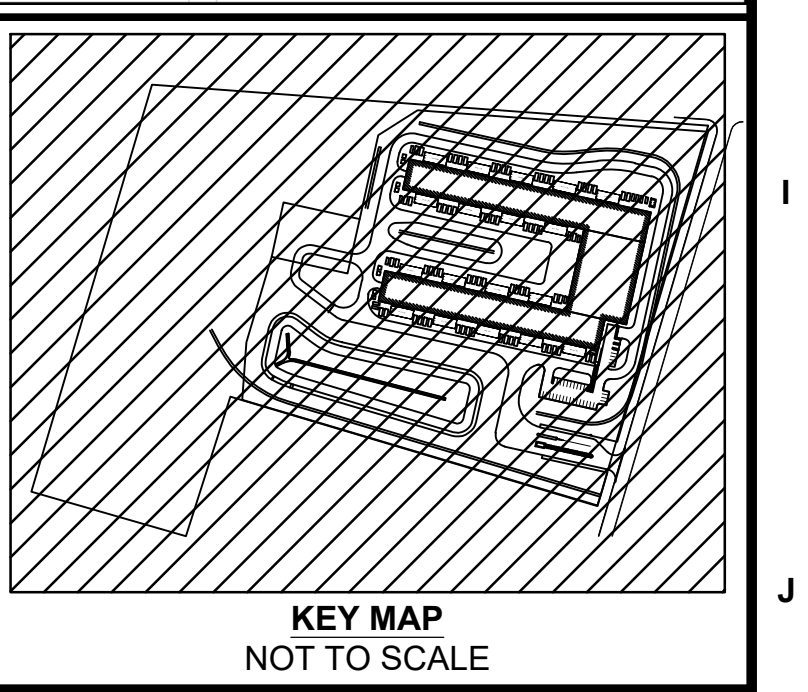
**SITE PLAN SHOWING IMPROVEMENTS, SUBSTATION, BUILDINGS, BLOCKS AND  
SERVER ROOM**

*[Attached]*



no.	date	by	ckd	description
A	09/24/21	DLW	CAK	ISSUED FOR PERMIT
0	10/05/21	DLW	CAK	ISSUED FOR CONSTRUCTION
1	10/29/21	DLW	CAK	IFC - FOUNDATION & UNDERGROUND
2	11/4/21	DLW	CAK	IFC - FOUNDATION & UNDERGROUND
3	12/14/21	DLW	CAK	IFC - FOUNDATION & UNDERGROUND

Approximate Square Footage	
Power Shell "A"	51,467
Server	1,204
Power Shell "C"	26,782
Excluding Server	
Power Shell "B"	53,943



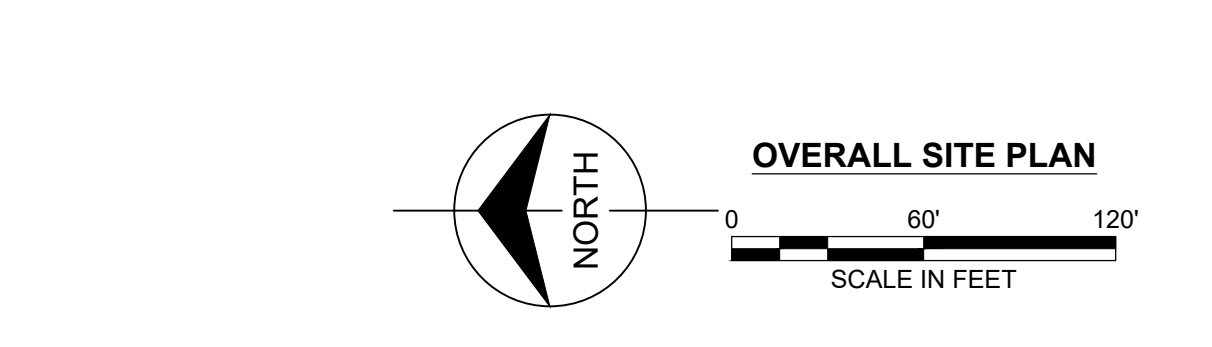
**BURNS MEDONNELL**  
 9400 WARD PARKWAY  
 KANSAS CITY, MO 64114  
 TEXAS REGISTRATION F-845

date	designed	detailed	checked
09/09/2021	C. KINGSLAND	D. WILLIAMS	J. KOCHTANEK

TEMPLE GREEN DATA LLC 2810 BOB WHITE ROAD BELL COUNTY, 76501	
PROJECT LONGHORN OVERALL SITE PLAN	
project	contract
134982	
drawing	rev.
<b>CS100</b>	<b>3</b>
sheet	of
3	60
file	sheets
134982_CS100_OVERALL_SITE_PLAN.dwg	

**LEGEND:**

PROPERTY LINE		LIGHT DUTY CONCRETE PAVEMENT	
EXISTING UTILITY EASEMENT		AGGREGATE SURFACING	
EXISTING VEGETATION		ASPHALT PAVEMENT	
EXISTING OVERHEAD POWER LINE		SPECIAL SEEDED AREA	
PROPOSED TOE OF SLOPE			
PROPOSED TOP OF SLOPE			
PROPOSED WATER LEVEL			
PROPOSED CHAIN LINK FENCE			
PROPOSED FLOWLINE			
FUTURE LORRAINE AVENUE			



- KEYED NOTES:**
- 1 PROPOSED ONCOR IMPROVEMENTS ARE BY OTHERS, AND FOR REFERENCE ONLY, NOT IN CONTRACT
  - 2 PROPOSED LORRAINE AVENUE IMPROVEMENTS ARE BY OTHERS, AND FOR REFERENCE ONLY, NOT IN CONTRACT.



**EXHIBIT "J-1(c)"**

**PRELIMINARY DESIGN DOCUMENTS**

*[Attached]*

**EXHIBIT "J-2"**

**OVERALL PROJECT SCHEDULE**

*[Attached]*

**Temple Data Center Schedule** Data Date : 29-May-22

Activity ID	Activity Name	Start	Finish	2022												2023			
				May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr				
<b>Temple Data Center</b>				15-Nov-21 A 17-Apr-23															
<b>Construction</b>				15-Nov-21 A 17-Apr-23															
<b>Civil &amp; Site Grading</b>				15-Nov-21 A 21-Jun-22															
<b>Utilities</b>				23-May-22 A 07-Feb-23															
<b>Substation</b>				26-Apr-22 A 10-Dec-22															
<b>Below Grade Elect</b>				22-Jun-22 02-Jul-22															
<b>Above Grade Elect</b>				23-May-22 A 10-Dec-22															
<b>Testing &amp; Commissioning</b>				26-Apr-22 A 11-Sep-22															
C1460	Sub - Testing & Commissioning	26-Apr-22 A	02-Jun-22	[Gantt bar]															
C1570	Sub - Receive Backfeed Power From Oncor	11-Jun-22*	11-Jun-22	[Milestone]															
C1560	Sub - Receive Substation Substantial Completion		11-Jun-22	[Milestone]															
C13590	Sub - Tenant Install	11-Jun-22	12-Jul-22	[Gantt bar]															
C13600	Sub - Tenant Commissioning	12-Jul-22	11-Aug-22	[Gantt bar]															
C13610	Sub - Tenant Testing	11-Aug-22	11-Sep-22	[Gantt bar]															
<b>Block Chain Building 1 (Data Hall 1)</b>				28-Apr-22 A 03-Dec-22															
<b>Phase 1</b>				28-Apr-22 A 30-Nov-22															
<b>Building</b>				10-Jun-22 02-Aug-22															
<b>Equipment</b>				28-Apr-22 A 30-Nov-22															
<b>Electrical</b>				28-Apr-22 A 30-Nov-22															
A14760	BCB1-Z1-Z5 PEMB - Overhead Fire Protection Piping North East	28-Apr-22 A	11-Jun-22	[Gantt bar]															
A7280	BCB1-Z1 - Energize Electrical Gear, Check Phasing & Rotation	08-Jun-22*	11-Jun-22	[Milestone]															
A7310	BCB1-Z1 - PEMB - Install Fire Alarm & Security	11-Jun-22*	11-Jun-22	[Milestone]															
A11920	BCB1-Z1 - MEP Start-up & Testing	12-Jun-22	16-Jun-22	[Gantt bar]															
A15140	BCB1-Z1 - Tenant Install	12-Jun-22	12-Jul-22	[Gantt bar]															
A15150	BCB1-Z1 - Tenant Commissioning	13-Jul-22	11-Aug-22	[Gantt bar]															
A15160	BCB1-Z1 - Tenant Testing	12-Aug-22	11-Sep-22	[Gantt bar]															
A15470	BCB1-Z1- Z5 - Water	01-Sep-22*	01-Sep-22	[Milestone]															
A15480	BCB1-Z1- Z5 - Sewer	30-Nov-22*	30-Nov-22	[Milestone]															
<b>Phase 2</b>				29-Apr-22 A 04-Oct-22															
<b>Building</b>				29-Apr-22 A 10-Aug-22															
<b>Equipment</b>				15-Jun-22 04-Oct-22															
<b>Electrical</b>				15-Jun-22 04-Oct-22															
A9280	BCB1-Z2 - Energize Electrical Gear, Check Phasing & Rotation	15-Jun-22*	19-Jun-22	[Milestone]															
A9250	BCB1-Z2 - PEMB - Install Fire Alarm & Security	18-Jun-22	19-Jun-22	[Milestone]															
A12270	BCB1-Z2 - MEP Start-up & Testing	20-Jun-22	24-Jun-22	[Gantt bar]															
A15170	BCB1-Z2 - Tenant Install	20-Jun-22	25-Jul-22	[Gantt bar]															
A15180	BCB1-Z2 - Tenant Commissioning	26-Jul-22	29-Aug-22	[Gantt bar]															
A15190	BCB1-Z2 - Tenant Testing	30-Aug-22	04-Oct-22	[Gantt bar]															
<b>Phase 3</b>				14-May-22 A 03-Nov-22															
<b>Building</b>				14-May-22 A 16-Aug-22															
<b>Equipment</b>				31-May-22 03-Nov-22															
<b>Concrete</b>				31-May-22 04-Jun-22															
<b>Electrical</b>				15-Jul-22 03-Nov-22															
A9600	BCB1-Z3 - Energize Electrical Gear, Check Phasing & Rotation	15-Jul-22*	20-Jul-22	[Milestone]															
A9570	BCB1-Z3 - PEMB - Install Fire Alarm & Security	20-Jul-22*	20-Jul-22	[Milestone]															







█ Actual Work      ◆ Baseline Milestone  
█ Remaining Work      ◆ Milestone  
█ Critical Remaining Work      ▶ Summary



Date	Revision	Checked	Approved
02-Jun-22	Commissioning Schedule		

**Temple Data Center Schedule** Data Date : 29-May-22

Activity ID	Activity Name	Start	Finish	2022							2023						
				May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr		
A12280	BCB1-Z3 - MEP Start-up & Testing	21-Jul-22	26-Jul-22														
A15200	BCB1-Z3 - Tenant Install	21-Jul-22	24-Aug-22														
A15210	BCB1-Z3 - Tenant Commissioning	25-Aug-22	29-Sep-22														
A15220	BCB1-Z3 - Tenant Testing	30-Sep-22	03-Nov-22														
<b>Phase 4</b>				12-May-22 A	28-Nov-22												
<b>Building</b>				12-May-22 A	27-Aug-22												
<b>Equipment</b>				31-May-22	28-Nov-22												
<b>Concrete</b>				31-May-22	13-Jun-22												
<b>Electrical</b>				24-Aug-22	28-Nov-22												
A9920	BCB1-Z4 - Energize Electrical Gear, Check Phasing & Rotation	24-Aug-22*	28-Aug-22														
A9890	BCB1-Z4 - PEMB - Install Fire Alarm & Security	28-Aug-22*	28-Aug-22														
A12290	BCB1-Z4 - MEP Start-up & Testing	29-Aug-22	02-Sep-22														
A15230	BCB1-Z4 - Tenant Install	29-Aug-22	28-Sep-22														
A15240	BCB1-Z4 - Tenant Commissioning	29-Sep-22	28-Oct-22														
A15250	BCB1-Z4 - Tenant Testing	29-Oct-22	28-Nov-22														
<b>Phase 5</b>				31-May-22	03-Dec-22												
<b>Building</b>				31-May-22	27-Aug-22												
<b>Equipment-5.1</b>				31-May-22	10-Sep-22												
<b>Equipment-5.2</b>				17-Jun-22	03-Dec-22												
<b>Concrete</b>				17-Jun-22	05-Aug-22												
<b>Electrical</b>				31-Aug-22	03-Dec-22												
A10560	BCB2-Z5.2 - Energize Electrical Gear, Check Phasing & Rotation	31-Aug-22*	04-Sep-22														
A10210	BCB1-Z5 - PEMB - Install Fire Alarm & Security	04-Sep-22*	04-Sep-22														
A12310	BCB2 -Z5.2 - MEP Start-up & Testing	05-Sep-22	09-Sep-22														
A15260	BCB2 -Z5.2 - Tenant Install	05-Sep-22	04-Oct-22														
A15270	BCB2 -Z5.2 - Tenant Commissioning	05-Oct-22	03-Nov-22														
A15280	BCB2 -Z5.2 - Tenant Testing	04-Nov-22	03-Dec-22														
<b>Server Building (Data Hall 3)</b>				02-May-22 A	19-Jan-23												
<b>Phase 6</b>				02-May-22 A	19-Jan-23												
<b>Building</b>				02-May-22 A	12-Oct-22												
<b>Equipment</b>				06-Jul-22	19-Jan-23												
<b>Concrete</b>				06-Jul-22	23-Aug-22												
<b>Electrical</b>				27-Aug-22	19-Jan-23												
A10880	SRB-Z6(S1) - Energize Electrical Gear, Check Phasing & Rotation	27-Aug-22	02-Oct-22														
A14360	SRB-Z6(S1) - PEMB - Overhead Fire Protection Piping	12-Sep-22*	02-Oct-22														
A10850	SRB-Z6(S1) - PEMB - Install Fire Alarm & Security	02-Oct-22*	02-Oct-22														
A12320	SRB-Z6(S1) - MEP Start-up & Testing	03-Oct-22	05-Oct-22														
A15290	SRB-Z6(S1) - Tenant Install	03-Oct-22	05-Nov-22														
A15300	SRB-Z6(S1) - Tenant Commissioning	07-Nov-22	12-Dec-22														
A15310	SRB-Z6(S1) - Tenant Testing	13-Dec-22	19-Jan-23														
<b>Phase 6-1</b>				09-May-22 A	31-Aug-22												
<b>Phase 1 (Server)</b>				02-Jun-22	02-Jul-22												
<b>Block Chain Building 2 (Data Hall 2)</b>				31-May-22	17-Apr-23												
<b>Phase 7</b>				31-May-22	16-Feb-23												
<b>Building</b>				02-Jun-22	07-Jul-22												
<b>Equipment</b>				31-May-22	16-Feb-23												

 Actual Work	 Baseline Milestone
 Remaining Work	 Milestone
 Critical Remaining Work	 Summary



Date	Revision	Checked	Approved
02-Jun-22	Commissioning Schedule		

**Temple Data Center Schedule** Data Date : 29-May-22








Activity ID	Activity Name	Start	Finish	2022						2023					
				May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
<b>Concrete</b>				31-May-22 12-Sep-22											
<b>Electrical</b>				12-Sep-22 16-Feb-23											
A11200	BCB2-Z7 - Energize Electrical Gear, Check Phasing & Rotation	12-Sep-22	30-Oct-22	[Gantt bar]											
A15130	BCB2-Z7-Z11 PEMB - Overhead Fire Protection Piping North West	10-Oct-22*	30-Oct-22	[Gantt bar]											
A11170	BCB2-Z7 - PEMB - Install Fire Alarm & Security	30-Oct-22*	30-Oct-22	[Gantt bar]											
A12330	BCB2-Z7 - MEP Start-up & Testing	31-Oct-22	02-Nov-22	[Gantt bar]											
A15320	BCB2-Z7 - Tenant Install	31-Oct-22	05-Dec-22	[Gantt bar]											
A15330	BCB2-Z7 - Tenant Commissioning	06-Dec-22	12-Jan-23	[Gantt bar]											
A15340	BCB2-Z7 - Tenant Testing	13-Jan-23	16-Feb-23	[Gantt bar]											
<b>Phase 8</b>				31-May-22 15-Mar-23											
<b>Building</b>				11-Jun-22 30-Jul-22											
<b>Equipment</b>				31-May-22 15-Mar-23											
<b>Concrete</b>				31-May-22 28-Sep-22											
<b>Electrical</b>				23-Nov-22 15-Mar-23											
A11520	BCB2-Z8 - Energize Electrical Gear, Check Phasing & Rotation	23-Nov-22*	27-Nov-22	[Gantt bar]											
A11490	BCB2-Z8 - PEMB - Install Fire Alarm & Security	27-Nov-22*	27-Nov-22	[Gantt bar]											
A12340	BCB2 -Z8 - MEP Start-up & Testing	28-Nov-22	30-Nov-22	[Gantt bar]											
A15350	BCB2 -Z8 - Tenant Install	28-Nov-22	04-Jan-23	[Gantt bar]											
A15360	BCB2 -Z8 - Tenant Commissioning	05-Jan-23	08-Feb-23	[Gantt bar]											
A15370	BCB2 -Z8 - Tenant Testing	09-Feb-23	15-Mar-23	[Gantt bar]											
<b>Phase 9</b>				31-May-22 03-Apr-23											
<b>Building</b>				16-Jun-22 23-Aug-22											
<b>Equipment</b>				31-May-22 03-Apr-23											
<b>Concrete</b>				31-May-22 19-Jul-22											
<b>Electrical</b>				10-Dec-22 03-Apr-23											
A11840	BCB2-Z9 - Energize Electrical Gear, Check Phasing & Rotation	10-Dec-22*	15-Dec-22	[Gantt bar]											
A11810	BCB2-Z9 - PEMB - Install Fire Alarm & Security	15-Dec-22*	15-Dec-22	[Gantt bar]											
A12350	BCB2 -Z9 - MEP Start-up & Testing	16-Dec-22	19-Dec-22	[Gantt bar]											
A15380	BCB2 -Z9 - Tenant Install	16-Dec-22	23-Jan-23	[Gantt bar]											
A15390	BCB2 -Z9 - Tenant Commissioning	24-Jan-23	27-Feb-23	[Gantt bar]											
A15400	BCB2 -Z9 - Tenant Testing	28-Feb-23	03-Apr-23	[Gantt bar]											
<b>Phase 10</b>				31-May-22 11-Apr-23											
<b>Building</b>				21-Jun-22 16-Sep-22											
<b>Equipment</b>				31-May-22 11-Apr-23											
<b>Concrete</b>				31-May-22 05-Aug-22											
<b>Electrical</b>				20-Dec-22 11-Apr-23											
A12470	BCB2-Z10 - Energize Electrical Gear, Check Phasing & Rotation	20-Dec-22*	24-Dec-22	[Gantt bar]											
A12485	BCB2-Z10 - PEMB - Install Fire Alarm & Security	24-Dec-22*	24-Dec-22	[Gantt bar]											
A12555	BCB2-Z10 - MEP Start-up & Testing	27-Dec-22	29-Dec-22	[Gantt bar]											
A15410	BCB2-Z10 - Tenant Install	27-Dec-22	31-Jan-23	[Gantt bar]											
A15420	BCB2-Z10 - Tenant Commissioning	01-Feb-23	07-Mar-23	[Gantt bar]											
A15430	BCB2-Z10 - Tenant Testing	08-Mar-23	11-Apr-23	[Gantt bar]											
<b>Phase 11</b>				11-Jun-22 17-Apr-23											
<b>Building</b>				06-Oct-22 26-Nov-22											
<b>Equipment</b>				11-Jun-22 17-Apr-23											
<b>Concrete</b>				11-Jun-22 04-Nov-22											
<b>Electrical</b>				27-Dec-22 17-Apr-23											

█ Actual Work      ◆ Baseline Milestone  
█ Remaining Work      ◆ Milestone  
█ Critical Remaining Work      ▶ Summary



Date	Revision	Checked	Approved
02-Jun-22	Commissioning Schedule		

Temple Data Center Schedule					Data Date : 29-May-22													
Activity ID	Activity Name	Start	Finish	2022						2023								
				May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr			
A12625	BCB2-Z11 - Energize Electrical Gear, Check Phasing & Rotation	27-Dec-22*	31-Dec-22															
A12640	BCB2-Z11 - PEMB - Install Fire Alarm & Security	31-Dec-22*	31-Dec-22															
A12710	BCB2-Z11 - MEP Start-up & Testing	31-Dec-22	05-Jan-23															
A15440	BCB2-Z11 - Tenant Install	31-Dec-22	06-Feb-23															
A15450	BCB2-Z11 - Tenant Commissioning	06-Feb-23	13-Mar-23															
A15460	BCB2-Z11 - Tenant Testing	13-Mar-23	17-Apr-23															

 Actual Work  Remaining Work  Critical Remaining Work	 Baseline Milestone  Milestone  Summary																		
Page 4 of 4												Date	Revision	Checked	Approved				
												02-Jun-22	Commissioning Schedule						

**EXHIBIT "J-3"**

**INTENTIONALLY OMITTED**

**EXHIBIT “J-4”**

**DEFINED TERMS**

As used in this **Exhibit “J”**, the following definitions shall apply:

“**Acceleration Plan**” has the meaning set forth in Section 1.4(d) of **Exhibit “J”**.

“**Approvals**” means all consents, licenses, permissions and approvals (i) arising under or pursuant to any Applicable Laws, and which may from time to time be necessary to enable Landlord lawfully to commence and carry out and complete the Work and each and every stage or phase thereof (as appropriate) including, if the same are destroyed or damaged, the reinstatement of the same, and, and (ii) from any transmission system owner for the Substation and its associated interconnection facilities.

“**Approved Change Order**” has the meaning set forth in Section 3.2 of **Exhibit “J”**.

“**Base Specification – Final**” has the meaning set forth in Section 1.3(c) of **Exhibit “J”**, including any modifications thereto in accordance with the terms and conditions of this Lease.

“**Certificate of Substantial Completion**” means and refers to the certificate executed by EPC Contractor and Landlord and which is delivered to Tenant pursuant to Section 6.1(b) of **Exhibit “J”**. Acceptance of Substantial Completion (and achievement of Commencement Date Conditions) shall require Tenant approval in accordance with the standards for Substantial Completion in **Exhibit “J”** following joint inspection.

“**Change Order**” has the meaning set forth in Section 3.1(a) of **Exhibit “J”**.

“**Change Order Proposal**” has the meaning set forth in Section 3.2 of **Exhibit “J”**.

“**Change Order Request**” has the meaning set forth in Section 3.2 of **Exhibit “J”**.

“**Construction Documents**” has the meaning set forth in Section 1.3(c) of **Exhibit “J”**.

“**Corrective Change**” means any variation, addition, deletion, and/or substitution to the Design Documents for the Landlord’s Improvements or to any Landlord’s Improvements that have been performed, regardless of whether such items were previously reviewed and/or approved by Tenant, to the extent required to (i) correct any error, omission, nonconformity or other deficiency in the design or the work, (ii) fully and properly implement or correct any items which were previously the subject of any timely submitted Tenant comments or otherwise supposed to be included the Design Documents or Landlord’s Improvements, or (iii) cause the Design Documents for the Landlord’s Improvements or all Landlord’s Improvements that have been performed to comply with all Project Requirements.

“**Cultural and Biological Conditions**” means the presence at, on, above, adjacent to, or below the Site of religious artifacts, archaeological finds, historic or paleontological resources, cultural burial grounds not known to exist based upon studies or reports performed or procured prior to the Effective Date of the EPC Agreement, or the discovery of endangered, extirpated, threatened or otherwise protected species, including their nests and habitat, flora or fauna or other characteristic or condition protected under Applicable Laws.

“**Data and Information Infrastructure**” means fiber optic cable conduit from the edge of the Property on Lorraine Avenue to the edge of the Server Room. For the avoidance of doubt, “Data and Information Infrastructure” shall not include the remainder of the fiber conduit out to the main long-haul fiber line on H.K. Dodgen Loop Rd., which shall be the responsibility of Tenant’s contractor.

“**Design**” has the meaning set forth in Section 1.1 of **Exhibit “J”**.

“**Design Documents**” has the meaning set forth in Section 1.3(c) of **Exhibit “J”**, including any modifications thereto in accordance with the terms and conditions of this Lease.

“**Design Firm**” has the meaning set forth in Section 1.1 of **Exhibit “J”**.

“**Design Period**” has the meaning set forth in Section 1.3 of **Exhibit “J”**.

“**Design Process**” has the meaning set forth in Section 1.3 of **Exhibit “J”**. “**Estimate of Tenant Delay**” has the meaning set forth in Section 4.3(a)(ii) of **Exhibit “J”**.

“**Excused Delay**” means, and is limited to, AHJ Delay, Force Majeure, Tenant Delay, any delay to the extent attributable to Unforeseen Site Conditions or any changes to the physical improvements comprising Landlord’s Improvements required by a change in Applicable Laws following the execution of the EPC Agreement; provided, however, that: (a) Landlord delivers written notice to Tenant within ten (10) business days following the occurrence of the event comprising such Excused Delay; and (b) Excused Delay will be permitted only to the extent that the delays resulting therefrom (i) are not caused, or could not have been avoided or mitigated using commercially reasonable efforts (including, without limitation, by rescheduling or re-sequencing activities after the occurrence of the event causing delay), by Landlord, any architect, engineer, contractor, consultant, supplier, vendor or other party engaged by or on behalf of Landlord or any of such parties or anyone for whom they are responsible (including, without limitation, the EPC Contractor and its direct and lower tier subconsultants, subcontractors and suppliers), (ii) have the effect of delaying completion of activities on the critical path without any concurrent or contributing cause that would not constitute Excused Delay.

“**Landlord Improvements**” has the meaning set forth in Section 1.1 of **Exhibit “J”**.

“**Landlord Personnel**” has the meaning set forth in Section 1.3(b) of **Exhibit “J”**.

“**Master Services Agreement**” has the meaning set forth in Section 1.1 of **Exhibit “J”**.

“**Modification Consents**” has the meaning set forth in Section 4.3(a)(i) of **Exhibit “J”**.

“**Modification Plans**” has the meaning set forth in Section 4.5(a) of **Exhibit “J”**.

“**Modifications**” has the meaning set forth in Section 4.5(b) of **Exhibit “J”**.

“**Operational Space**” has the meaning set forth in Section 2.2 of **Exhibit “J”**.

“**Overall Project Schedule**” has the meaning set forth in Section 1.4(a) of **Exhibit “J”**.

“**Permit Set**” has the meaning set forth in Section 1.3(b) of **Exhibit “J”**.

“**Preliminary Design Documents**” has the meaning set forth in Section 1.3(a) of **Exhibit “J”**.

“**Principal Development Activity**” has the meaning set forth in Section 1.4(a) of **Exhibit “J”**.

“**Principal Development Activity Anticipated Date**” has the meaning set forth in Section 1.4 of **Exhibit “J”**, as extended pursuant to Section 1.4(e) of **Exhibit “J”** or as otherwise permitted under this Lease.

“**Principal Development Activity Required Date**” has the meaning set forth in Section 1.4 of **Exhibit “J”**, as extended pursuant to Section 1.4(e) of **Exhibit “J”**.

“**Project**” means the design and construction of the Building, including, without limitation, Powered Shell-A, Powered Shell-C, Powered Shell-B, Server Room and the Operational Space and all related site work, as set forth in this Lease.

“**Project Meeting**” has the meaning set forth in Section 8.4 of **Exhibit “J”**.

“**Project Requirements**” means a completed Project that (a) meets the requirements for Landlord’s Improvements in the Lease, **Exhibit “J”** and **Exhibit “J-1(a)”**, as may be supplemented and/or modified following the Execution Date upon mutual agreement of the parties working in good faith; (b) is consistent with the Design Documents, subject to further design and engineering detail and development and as such Design Documents may otherwise be modified from time to time in accordance with this Lease, (c) complies with all Approvals and Applicable Laws, and (d) is free of errors, omissions, nonconformities and other deficiencies that would breach the Standard of Care.

“**Recognized Development Cost**” means the documented costs incurred by the Landlord under the EPC Agreement for the Landlord’s Improvements, excluding (a) costs resulting from the negligence, willful misconduct or breach of

the legal obligations by Landlord or its design and/or construction professionals (including, without limitation, costs of correcting deficient, defective or nonconforming work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and correcting damage to property not forming part of the work); (b) amounts (including, without limitation, salaries, benefits or fees) paid to Landlord, any affiliate of Landlord or any director, officer, member, shareholder or employee of Landlord or any affiliate of Landlord; (c) overhead and general expenses of Landlord; (d) Landlord's capital expenses, including amounts to finance Landlord's Improvements; (e) labor, material, and equipment costs or any other costs incurred which should be backcharged to contractors, subcontractors or material suppliers; (f) penalties and late charges attributable to Landlord's failure to timely pay costs payable to third parties that are not caused by the wrongful acts or omissions of Tenant or breach of an affirmative obligation of the Tenant under this Lease; and (g) any costs expressly excluded by other provisions of the Lease or **Exhibit "J"** or which under the terms of thereof are required to be paid at Landlord's sole cost and expense.

**"Relevant Estimates"** has the meaning set forth in Section 4.3(a) of **Exhibit "J"**.

**"Rent Commencement Date Extension Period"** has the meaning set forth in Section 10.4(a) of **Exhibit "J"**.

**"Snagging Items"** has the meaning set forth in Section 6.1(b) of **Exhibit "J"** and may also be referred to as punch list items.

**"Snagging List"** has the meaning set forth in Section 6.1(b) of **Exhibit "J"** and may also be referred to as a punch list.

**"Standard of Care"** means performance of design and engineering services in accordance with reasonable skill, care and diligence and in accordance with customarily accepted professional practices.

**"Server Room"** has the meaning set forth in Section 2.2 of **Exhibit "J"**.

**"Substantial Completion"** has the meaning set forth in Section 6.1(a) of **Exhibit "J"**.

**"Target Date Schedule"** has the meaning set forth in Section 1.4(a) of **Exhibit "J"**.

**"Tenant Personnel"** has the meaning set forth in Section 1.3(b) of **Exhibit "J"**.

**"Tenant's Representatives"** has the meaning set forth in Section 2.4 of **Exhibit "J"**.

**"Tenant's Scope of Review"** means the items in the proposed Permit Set or proposed Construction Documents, as applicable to the relevant design stage, that are subject to Tenant's right to approve or disapprove, which shall be limited to the following: (1) (a) items in the Permit Set that are inconsistent with items previously agreed upon in the Preliminary Design Documents, and (b) after approval of the Permit Set, items in the proposed Construction Documents that are inconsistent with items previously agreed upon in the Permit Set; (2) (a) items contained in the Permit Set which were not previously contained, or agreed upon by Tenant and Landlord, in the Preliminary Design Documents, and (b) after approval of the Permit Set, items contained in the proposed Construction Documents which were not previously contained, or agreed upon by Tenant and Landlord, in the Permit Set; (3) (a) if the proposed Permit Set does not incorporate the parties' agreed-upon collective comments regarding the Preliminary Design Documents, or (b) if the proposed Construction Documents do not incorporate the parties' agreed-upon collective comments regarding the Permit Set, or (4) if the proposed Permit Set or proposed Construction Documents, or any items contained therein, fail to comply with the Project Requirements. Tenant's Scope of Review shall not include any matters relating to the Substation.

**"Tenant's Requested Design Modification"** refers to modifications contemplated by Section 1.3(d) of **Exhibit "J"**.

**"Tenant's Requested Modification"** has the meaning set forth in Section 4.1 of **Exhibit "J"**.

**"Tenant Improvement Work"** means all work not included in Landlord's Improvements that is required to prepare the Premises for Tenant's use and occupancy, including, without limitation, the installation of (i) servers and networking equipment consistent with Tenant's desired computing needs, (ii) liquid cooling equipment for Tenant's

servers, (iii) installation of overhead cable trays and cables inside the Building that were procured by EPC Contractor under the EPC Agreement but that are to be installed by Tenant, and (iv) other Tenant's Personal Property.

**"TRM Application"** has the meaning set forth in Section 4.2 of **Exhibit "J"**.

**"TRM Authorization Request"** has the meaning set forth in Section 4.3(a) of **Exhibit "J"**.

**"TRM Cost Estimate"** has the meaning set forth in Section 4.3(a)(iii) of **Exhibit "J"**.

**"Unforeseen Site Conditions"** means (a) subsurface or otherwise concealed physical conditions at the project site that differ materially from those indicated studies or reports performed or procured prior to the Effective Date of the EPC Agreement, and which are of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character required by the Landlord's Improvements or (b) unknown, pre-existing Hazardous Materials, or (c) Cultural and Biological Conditions.

**"Work"** means the work to be carried out by Landlord of constructing and completing the Powered Shells, the Operational Space, the Server Room, the installation of the Substation, and other site related work in accordance with the Base Specification - Final, and the terms of this Lease.

**EXHIBIT "K"**  
**DATACENTER RULES AND REGULATIONS**

*[To be attached prior to Commencement Date (Powered Shell-A) pursuant to Section 6.2]*

**EXHIBIT "L"**

**LANDLORD'S REPRESENTATIONS AND WARRANTIES**

Each of the following representations and warranties is made as of the Effective Date and the Amendment Date:

1. Landlord owns fee simple title to the Property, free and clear of any Security Document(s) and other liens and encumbrances, other than those listed in Exhibit "O", and neither the execution and delivery of this Lease, nor compliance with the terms and provisions hereof, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under, or result in the creation of any lien, charge or encumbrance upon the Property pursuant to the terms of any restriction, easement or other agreement that is binding on the Property or violate any provision of Applicable Law, or any applicable order, writ, injunction, judgment or decree of any court, or any order or other public regulation of any governmental commission, bureau or administrative agency.
2. To the knowledge of Landlord, except as set forth in the Phase I Environmental Site Assessment dated July 27, 2021, prepared by Terracon Consultants Inc. as Project No. 96217491, delivered to Tenant prior to the Effective Date, the Premises is free of Hazardous Materials as of the Effective Date. Landlord shall be responsible to promptly remove (at Landlord's sole cost and expense, which shall be excluded from Operating Expenses) any Hazardous Materials existing in the Premises, the Building and/or the Property on the Commencement Date (the "**Pre-Existing Hazardous Materials**") in accordance with all Environmental Laws.
3. No order, permission, consent, approval, license, authorization, registration or validation of, or filing with, or exemption by, any governmental agency, commission, board or public authority is required to authorize, or is required in connection with the execution, delivery and performance by Landlord of this Lease or the taking of any action thereby contemplated, which has not been obtained. Landlord has received no notice of any violation of any Applicable Law or any governmental or third-party permit, consent, approval, license or agreements required for the development, construction or operation of the Building under all applicable laws, codes, rules, regulations and agreements in force and effect as of the date hereof.
4. The Permitted Use shall be permitted under the certificate of occupancy and all Approvals for the Building. The use of the Premises for the Permitted Use shall not violate any provision of Applicable Law, or any applicable order, writ, injunction, judgment or decree of any court, or any order or other public regulation of any governmental commission, bureau or administrative agency.
5. There is no material action, suit or proceeding pending or, to the actual knowledge of Landlord, threatened, against or affecting the Property, or arising out of the ownership, management or operation of the Property, this Lease or the transactions contemplated hereby.
6. There is no pending or to the actual knowledge of the Landlord, contemplated, condemnation, eminent domain or similar proceeding with respect to all or any portion of the Property.
7. Except for the Lease, there are no leases or occupancy agreements currently in effect which affect the Property.
8. Neither Landlord nor any of its Affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Person List) or under any statute, executive order (including the September 24, 2001, Executive Order Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

**EXHIBIT “M”**

**FORM OF AMENDED AND RESTATED MEMORANDUM OF LEASE**

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

AMENDED AND RESTATED MEMORANDUM OF LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE (this “Memorandum”) is made and entered into as of (but not necessarily on) the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Temple Green Data LLC, a Delaware limited liability company (“Landlord”) and Rhodium Renewables LLC, a Delaware limited liability company (“Tenant”).

R E C I T A L S:

A. Landlord and Tenant are the parties to that certain Datacenter Lease dated as of August 31, 2021, having an Effective Date of October 1, 2021, and amended as of October 8, 2021 (as so amended, and as it may hereafter be amended, the “Original Lease”), respecting certain real property described on Exhibit A of this Memorandum (“Premises”), notice of which was recorded with the County Clerk of Bell County as Instrument Number 2021067243 (the “Original Memorandum”).

B. Landlord and Tenant have entered into that certain Amended and Restated Datacenter Lease dated as of \_\_\_\_\_, 2022 (the “A&R Lease”), which amended, restated and replaced the Original Lease in its entirety.

C. Landlord and Tenant are entering into this Memorandum for the purpose of providing notice of the A&R Lease.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Lease Binding. The A&R Lease is binding on Landlord and Tenant and encumbers the Premises.
2. Term of Lease. The Term of the A&R Lease shall commence on the Commencement Date (Powered Shell-A) (as defined in the A&R Lease) and is currently scheduled to expire on last day of the one hundred twentieth (120<sup>th</sup>) full calendar month after the Commencement Date (Powered Shell-A), subject to extension or early termination as may be provided in the A&R Lease.
3. Notice Addresses. As of the date of this Memorandum, the notice addresses for Landlord and Tenant under the A&R Lease are as follows:

Landlord:

Temple Green Data LLC  
c/o Quinbrook Infrastructure Partners LLC  
1330 Post Oak Boulevard, Suite 1350,  
Houston, Texas 77056

Tenant:

4146 W US Hwy 79  
Rockdale, TX 76567  
Contact Name: Nathan Nichols  
Phone No: (956) 746-3426  
E-mail: nathannichols@rhodiummining.io

and to:

Goodwin Procter LLP  
100 Northern Avenue  
Boston, MA 02210  
Contact Name: Bruce Tribush, Esq.  
Phone No: (617) 570-1959  
Facsimile No: (617) 801-8884  
E-mail: btribush@goodwinlaw.com

4. Counterparts. This Memorandum may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

The parties have caused this Memorandum to be executed on the day and year first written above.

LANDLORD:

TEMPLE GREEN DATA LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT:

RHODIUM RENEWABLES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

LANDLORD'S ACKNOWLEDGEMENT

STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_       §

BEFORE ME, the undersigned Notary Public, personally appeared [Name of Individual], [Title] of [Corporation], a Texas corporation, General Partner of [PARTNERSHIP], a Texas limited partnership, known to me personally (or proved to me on the oath of \_\_\_\_\_ or through [describe identity card or other document] \_\_\_\_\_) to be the person whose name is subscribed to the foregoing document, and acknowledged that s/he executed the foregoing document on behalf of such corporation, on behalf of such limited partnership, in the capacities and for the purposes and consideration therein expressed.

TENANT'S ACKNOWLEDGEMENT

STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_       §

BEFORE ME, the undersigned Notary Public, personally appeared [Name of Individual], [Title] of [Corporation], a Texas corporation, General Partner of [PARTNERSHIP], a Texas limited partnership, known to me personally (or proved to me on the oath of \_\_\_\_\_ or through [describe identity card or other document] \_\_\_\_\_) to be the person whose name is subscribed to the foregoing document, and acknowledged that s/he executed the foregoing document on behalf of such corporation, on behalf of such limited partnership, in the capacities and for the purposes and consideration therein expressed.

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

**32.403 ACRES OR 1,411,491 SQUARE FEET**

**BEING** A TRACT OF LAND LOCATED IN THE MAXIMO MORENO SURVEY, ABSTRACT NO. 14, AND BEING A PART OF A CALLED 158.22 ACRE TRACT OF LAND TO KATHLEEN E. COBURN AND DONALD COBURN DESCRIBED IN GENERAL WARRANTY DEED DATED FEBRUARY 10, 2010 OF RECORD IN DOCUMENT NO. 2011-00008340, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, BEING ALSO PART OF FIRST TRACT, SECOND TRACT AND THIRD TRACT DESCRIBED IN A DEED TO MAGGIE ETHEL MANLEY, MORRIS JAMES MANLEY AND DOROTHY MARIE MANLEY OF RECORD IN VOLUME 720, PAGE 184, DEED RECORDS, BELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 5/8" IRON ROD WITH CAP STAMPED "RON CARROLL 2025" FOUND AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID 158.22 ACRE TRACT, SAME BEING AN INTERIOR SOUTH CORNER OF A CALLED 50 ACRE TRACT OF LAND TO JOE R. MOORE AND KEITH ALLEN MOORE, DESCRIBED IN A DEED DATED OCTOBER 26, 2011 AND RECORDED IN DOCUMENT NO. 2011-00036961, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, SAID **POINT OF BEGINNING** HAVING GRID COORDINATES X:3,246,145.82', Y:10,362,573.18';

**THENCE** WITH THE NORTH LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 50 ACRE TRACT, SOUTH 73°30'53" EAST, A DISTANCE OF 1105.67 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "RON CARROLL 2025" FOUND AT THE NORTHEAST CORNER OF SAID 158.22 ACRE TRACT, SAME BEING ON THE SOUTH LINE OF SAID 50 ACRE TRACT AND THE WEST MARGIN OF BOB WHITE ROAD;

**THENCE** WITH THE EAST LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE WEST MARGIN OF BOB WHITE ROAD, SOUTH 04°11'28" WEST, A DISTANCE OF 1457.44 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "SAM" SET FOR THE SOUTHEAST CORNER OF THIS 32.403 ACRE TRACT DESCRIBED HEREIN, FROM WHICH A 5/8" IRON ROD WITH CAP STAMPED "RON CARROLL 2025" FOUND AT AN ANGLE POINT IN THE EAST LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE WEST MARGIN OF BOB WHITE ROAD, BEARS SOUTH 04°11'28" WEST, A DISTANCE OF 755.46 FEET;

**THENCE** OVER AND ACROSS SAID 158.22 ACRE TRACT, NORTH 73°39'29" WEST, A DISTANCE OF 1032.96 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "SAM" SET FOR THE SOUTHWEST CORNER OF THIS 32.403 ACRE TRACT DESCRIBED HEREIN;

**THENCE** NORTH 16°34'27" EAST, AT 62.75 FEET PASS A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND AT AN ELL CORNER OF SAID 158.22 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 45 ACRE TRACT OF LAND TO WILLIAM K. PAYNE, IN A DEED DATED JUNE 21, 1995 RECORDED IN VOLUME 3356, PAGE 104, AND DESCRIBED IN VOLUME 915, PAGE 572, DEED RECORDS, BELL COUNTY, TEXAS, AND CONTINUING WITH A WEST LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 45 ACRE TRACT, FOR A TOTAL DISTANCE OF 999.70 FEET TO A 3/8" IRON ROD (NO CAP) FOUND AT AN INTERIOR CORNER OF SAID 158.22 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 45 ACRE TRACT;

**THENCE** WITH A SOUTH LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 45 ACRE TRACT, NORTH 72°21'04" WEST, A DISTANCE OF 381.44 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "RON CARROLL 2025" FOUND AT A SOUTHWEST CORNER OF SAID 158.22 ACRE TRACT, SAME BEING A SOUTHEAST CORNER OF SAID 50 ACRE TRACT;

**THENCE** WITH A WEST LINE OF SAID 158.22 ACRE TRACT, SAME BEING AN EAST LINE OF SAID 50 ACRE TRACT, NORTH 16°02'32" EAST, A DISTANCE OF 419.17 FEET TO THE **POINT OF BEGINNING** OF THE TRACT DESCRIBED HEREIN, CONTAINING 32.403 ACRES OF LAND, MORE OR LESS.

INSTRUMENT PREPARED BY:

Stutzman, Bromberg, Esserman & Plifka  
2323 Bryan Street,  
Suite 2200  
Dallas, TX 75201-2689  
Attention: Noah Hansford

AFTER RECORDING RETURN TO:

AmTrust Title Insurance Company  
5599 San Felipe, Suite 610  
Houston, TX 77056  
Attention: Lynn Babineaux

**EXHIBIT "N"**

**INTENTIONALLY OMITTED**

**EXHIBIT "O"**

**PERMITTED ENCUMBRANCES**

The matters listed as "Exceptions from Coverage" and "Special Exceptions" in the attached pro forma Owner's Policy of Title Insurance issued by Amtrust Title Insurance Company, File No. FN-60505-TX.

**EXHIBIT "P"**

**CONSTRUCTION COORDINATION REQUIREMENTS**

*[To be attached as provided in the Lease]*

**EXHIBIT "Q"**

**DIVISION OF RESPONSIBILITY – ELECTRICAL INFRASTRUCTURE**

**[To be attached]**

**Temple Data Center**  
**Division of Responsibility - Electrical Infrastructure**

Equipment	Owner	Construction Responsibility	Repair, Maintenance and Cost Responsibility	Location
138kV Temple Switch – Sandow line	Oncor	Oncor	Oncor (Excluded from Lease Operating Expenses)	Outside Powered Shell
138kV line tap	Oncor	Oncor	Oncor (Excluded from Lease Operating Expenses)	Outside Powered Shell
<b>Point of Demarcation – Oncor // Landlord</b>				
138/34.5kV Substation	Landlord	Landlord	Landlord	Outside Powered Shell
34.5kV cabling/conduit to MV transformer	Landlord	Landlord	Landlord	Outside Powered Shell
MV Transformers				
34.5kV/416V MV transformers (miner tanks)	Landlord	Landlord	Landlord	Outside Powered Shell
34.5kV/480V MV transformers (coolers)	Landlord	Landlord	Landlord	Outside Powered Shell
Switchgear				
416V Switchgear (miner tanks)	Landlord	Landlord	Landlord	Outside Powered Shell
480V Switchgear (coolers)	Landlord	Landlord	Landlord	Outside Powered Shell
Cable trays to miner PDUs	Landlord	Tenant	Landlord	Inside Powered Shell
Weatherized cable glands in building shell	Landlord	Landlord	Landlord	Inside Powered Shell
MCC	Landlord	Landlord	Landlord	Inside Powered Shell
480V conduit from MCC to coolers	Landlord	Landlord	Landlord	Outside Powered Shell
480V conduit from MCC to pumps	Landlord	Landlord	Landlord	Outside Powered Shell
480V conduit from MCC to coolers (final run)	Landlord	Tenant	Landlord	Outside Powered Shell
480V conduit from MCC to pumps (final run)	Landlord	Tenant	Landlord	Outside Powered Shell
480V cabling from MCC to coolers	Landlord	Tenant	Landlord	Outside Powered Shell
480V cabling from MCC to pumps	Landlord	Tenant	Landlord	Outside Powered Shell
<b>Point of Demarcation – Landlord // Tenant</b>				
416V cabling to PDU (via cable trays)	Landlord	Tenant	Landlord	Outside/Inside Powered Shell
Power Distribution Unit (PDU)	Tenant	Tenant	Tenant	Inside Powered Shell
Coolers	Tenant	Tenant	Tenant	Outside Powered Shell
Pumps	Tenant	Tenant	Tenant	Outside Powered Shell
<b>Fiber Optic</b>				
10ea 5" conduits	Landlord	Landlord	Landlord	Inside Powered Shell
Basket Tray	Landlord	Tenant	Landlord	Inside Powered Shell
Basket Tray Hangers	Landlord	Landlord	Landlord	Inside Powered Shell

Building penetration? If so, BMCD will provide.

# Rhodium Renewables LLC



March 6, 2025

*Via Email Only* – [skurian@rowan.digital](mailto:skurian@rowan.digital)

Temple Green Data LLC  
Attn: Sebastian Kurian  
1700 Westlake Ave N., Ste 200  
Seattle, WA 98177

Re: Purchase and Sale Agreement between Rhodium Renewables LLC (as “Seller”) and Temple Green Data LLC (as “Purchaser”) dated effective December 16, 2024 (the “Agreement”)

To Whom It May Concern:

This letter will serve as Seller’s notice to Purchaser that the Removal Period (set forth in Section 5.6.3 of the Agreement) is hereby terminated and that Seller has vacated the Facility effective as of March 6, 2025.

Thank you and please let us know if you have any questions.

Sincerely,

Signed by:

BD4E91FF0A1B4D7...  
Cameron Blackmon  
Authorized Signatory  
Rhodium Renewables LLC

cc: Jennifer F. Wertz, *Via Email Only*, [jwetz@jw.com](mailto:jwetz@jw.com)  
Beau H. Butler, *Via Email Only*, [bbutler@jw.com](mailto:bbutler@jw.com)

Patty Tomasco, *Via Email Only*, [pattytomasco@quinnemanuel.com](mailto:pattytomasco@quinnemanuel.com)  
Daniel Holzman, *Via Email Only*, [danielholzman@quinnemanuel.com](mailto:danielholzman@quinnemanuel.com)  
Quinn Emanuel Urquhart & Sullivan, LLP

Chase Blackmon, *Via Email Only*, [chaseblackmon@RHDM.com](mailto:chaseblackmon@RHDM.com)  
Charles Topping, *Via Email Only*, [chucktopping@RHDM.com](mailto:chucktopping@RHDM.com)  
Morgan Soule, *Via Email Only*, [morgansoule@RHDM.com](mailto:morgansoule@RHDM.com)  
Rhodium Renewables LLC

## Michelle Simmons

---

**From:** Chase Blackmon <chaseblackmon@RHDM.com>  
**Sent:** Wednesday, March 20, 2024 3:05 PM  
**To:** Michelle Simmons  
**Cc:** Errol Norman; John Lucas; Nathan Nichols; Morgan Soule; Dan McNary  
**Subject:** Re: Solving Temple

Hey Michelle,

Again, thank you for your time (and same to Errol) this afternoon. The call was our most productive to date and we appreciate all your effort and patience as we worked through clearing up these final outstanding items.

We have regrouped internally and in the spirit of compromise and teamwork we want to formally offer the following solutions:

1. We have wired \$510,000 to catch up on OpEx (please confirm receipt)
2. We will review the new OpEx budget (to be provided by Michelle this week) and provide timely comments to reach a new monthly amount.
3. We are reviewing the 2<sup>nd</sup> A&R Lease and will hopefully have comments back to you by this time next week. We will be removing anything regarding the well, as we discussed today. The well will be considered upon expansion which Michelle will bring to the Rowan Board / Quinbrook.
4. We will agree that all COs on Invoice TGD-INV010044 are Rhodium's responsibility under Section 3.2.3 of the Lease and will pay in 24 equal monthly installments starting in April.
5. We will pay (i) the \$13K Property Tax invoice in full and (ii) a pro rated portion of the \$1.4M Property Tax invoice immediately and the remainder (~\$766K) in 9 equal monthly installments starting in April. The additional payments will reflect the parties' working together to get Rhodium into the other part of the facility.
6. Rowan / TGD will pro rate the existing base rent of \$602K to reflect the reduction to 97 MW.
7. Both parties agree that the agreed upon power usage is 97 MW.
8. Rowan / TGD will discuss feasibility, timing, and cost of a load study at Temple.

We believe this is a holistic compromise that allows both parties to walk away with their incentives met. Please let me know if you have any questions or would like to discuss further. We look forward to a positive conclusion and future together.

Thank you,  
Chase & Nathan



**Chase Blackmon** | CO-Chief Executive Officer  
**Rhodium Enterprises, Inc.**  
e: [chaseblackmon@RHDM.com](mailto:chaseblackmon@RHDM.com)

On Mar 20, 2024, at 12:24 PM, Michelle Simmons <msimmons@rowan.digital> wrote:

Chase-

Looking forward to the call as well and gaining some confidence in getting to a signed 2<sup>nd</sup> R&A. Appreciate the opportunity to investigate some of the below items prior to the call.

Errol will look at the draft 2<sup>nd</sup> R&A and determine if correction needs to be added to the well as your team has pointed out, thank you for the feedback. These are the conversations we should be having.

With respect to ongoing discussions regarding the outstanding debt, please note that we already spent a significant amount of attorney time as outlined in the 201-page letter sent 11/06/23, in review of each of the charges, provided TRMAR's, Invoices and any associated back up. If you have a specific invoice in question, please specify.

Additionally, as stated previously, there needs to be resolution on the 2<sup>nd</sup> R&A before any discussions on the site can be considered. This would include payments of taxes, operating expenses as well as previous change order payments. To that extent, incurring an additional \$102,000.00 monthly for the past five months in failing to pay for OPEX due under the lease, the Tax Payment now due, as well as the Change Orders requested during construction as outlined in the 11/6/23 letter and use of water in the month of January alone at \$98,000.00 which was promptly paid by Rowan and billed to Rhodium reflecting a balance on the Rhodium Ledger of \$3,045,976.22. Please note that per the 1<sup>st</sup> R&A the Change Order #2 Invoice may be included in the 2<sup>nd</sup> R&A, however that needs to be signed to be taken off your ledger.

In an effort to continuously work with Rhodium to reach an amicable solution we have compromised with Rhodium to use the full 97MW for a brief amount of time in good faith, we have not defaulted on failure to make payments yet, and we have been gracious in our time and attorney resources in an effort to get to a signed 2<sup>nd</sup> R&A, however, we need to come to a conclusion on the 2<sup>nd</sup> R&A terms prior to any discussion on extending the site, which Quinbrook is aware of.

The well is required per the City of Temple as outlined in the lease, the curtailment will be at a minimum of 100 days out of the year as evidenced by the City, we have compromised in payment terms.

Again, looking forward to our discussion today and getting to a conclusion on the 2<sup>nd</sup> R&A.

Michelle Simmons  
Sr. Manager, Asset Management  
(m) 650.576.1667  
[msimmons@rowan.digital](mailto:msimmons@rowan.digital)

<image001.png>

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**From:** Chase Blackmon <chaseblackmon@RHDM.com>

**Sent:** Wednesday, March 20, 2024 9:36 AM

**To:** Michelle Simmons <msimmons@rowan.digital>; Errol Norman <enorman@rowan.digital>

Cc: John Lucas <jl@quinbrook.com>; Nathan Nichols <nathannichols@imperiumholdings.io>; Morgan Soule <morgansoule@rhdm.com>

Subject: Solving Temple

Hi Michelle,

We wanted to reach out ahead of our call this afternoon and lay out how both Rowan and Rhodium can accomplish their goals with the Temple Site. We appreciate that this is a complex matter and are grateful for everyone's hard work and patience as we find a solution that puts everyone in a better position than they are now. We want to get to a place where we can efficiently satisfy all the points of contention between us as well as significantly increase monetization to both sides.

Rhodium and Rowan/TGD disagree on:

- (1) proration of operating expenses allocable to the entire facility;
- (2) proration of property tax;
- (3) the construction of the well;
- (4) usage of power;
- (5) outstanding change orders; and
- (6) inclusion of certain terms in the 2<sup>nd</sup> A&R lease.

In Rhodium's view, **these are all solvable through holistic compromise.**

First, we have taken a look through the draft 2<sup>nd</sup> A&R lease and appreciate that our major sticking points (*i.e.*, a hosting fee, removal of the right of first offer, removal of Landlord's representations and warranties) have been appropriately addressed. A number of Rowan's edits have made the document difficult to follow. For example, see section 5.6 / 5.5.1 on the well. Would your team please take the pen on reworking this and we will commit to reviewing a new draft within 2 weeks of receipt.

Second, it is important to note that Rhodium has settled every outstanding charge for which there is a signed TRMAR. It is improper for Rhodium to be responsible for agreements between TGD and Burns & Mac. Rhodium did not sign TRMARs for these charges and did not approve of those costs, and the proper steps in accordance with the lease were not adhered to. I cannot allow the company to pay for those items, please cancel any associated invoices.

Lastly, the things we can make progress on. Operating expenses, property tax, and the construction of the well will become less contentious if Rhodium is allowed to use and occupy the rest of the facility. If Rhodium is provided a path to occupying the entire facility, we are willing to pay increased costs at such time that the related portion(s) of the facility are powered on. This was outlined in correspondence sent from our outside counsel.


As it stands, Rhodium cannot enter portions of the facility, but TGD is expecting Rhodium to pay for all property tax. This does not make logical sense. Why don't we remove this restriction and allow Rhodium to start occupying and building out the rest of the facility? This causes key sticking points, such as the well, to become less contentious because the operational and economic benefits become more synergistic.

The concerns about power are real but can be overcome. Nathan has spent more time with ERCOT understanding their restrictions related to large flexible loads. We believe that a current load study would allow, at a minimum, 97 MW and want to pursue that. We feel that this would ease both Rowan's and Rhodium's relationships with ERCOT / Oncor. Furthermore, we think it is possible, if not probable, that the load study would come back higher than 97 MW. We would also like to pursue load studies after each major improvement made by Oncor - the first coming in April. But we believe there is a faster pathway forward that we would like to speak about on the call.

The reason TGD and Rhodium came together for this project is our combined synergies of capital, infrastructure, and project management expertise in order to create mutual financial success. We believe that we are very close to accomplishing the goals of this project if we can work together to iron out these final items.

We hope that this email shows our good faith efforts to negotiate the 2<sup>nd</sup> A&R lease (and other points) in order to show our appreciation for the initial step of increasing our power up to 97 MW. We look forward to a productive conversation this afternoon.

Thank you,

 **Chase Blackmon** | Co-CEO  
**Rhodium Enterprises, Inc.**  
e: [chaseblackmon@RHDM.com](mailto:chaseblackmon@RHDM.com)



November 30, 2023

**SENT VIA EMAIL AND FEDERAL EXPRESS**

Rhodium Renewables LLC  
4146 W US Hwy 79  
Rockdale, TX 76567  
Attn: Legal Department; Cameron Blackmon  
E-mail: [legal@RHDM.com](mailto:legal@RHDM.com); [cameronblackmon@RHDMa.com](mailto:cameronblackmon@RHDMa.com)

Stris & Maher LLP  
777 S Figueroa St. Ste 3850  
Los Angeles, CA 90017  
Attn: Peter K. Stris; Victor O'Connell  
Email: [pstris@stris.com](mailto:pstris@stris.com); [voconnell@stris.com](mailto:voconnell@stris.com)

**Re: Response to Rhodium Renewable LLC's ("Rhodium") Letter, dated November 6, 2023 re: Invoice TGD-INV010031 (the "Letter")**

Gentlemen:

This letter shall serve as Temple Green Data LLC's ("**TGD**") response to the Letter regarding Invoice TGD-INV010031 issued by TGD to Rhodium pursuant to that certain Amended and Restated Datacenter Lease, dated as of June 13, 2022, by and between Rhodium, as Tenant, and TGD, as Landlord (as amended, the "**Lease**").

This letter includes (1) a revised invoice attached hereto as **Appendix A** (the "**Revised Invoice**"), which shall replace in its entirety TGD-INV010031 and reflect the removal or revision of certain line items from TGD-INV010031 and (ii) an explanation of the remaining line items in the Revised Invoice, along with supporting documentation therefore, in response to Rhodium's request.

The Revised Invoice reflects the following corrections:

1. Removal of \$6,541.63 for CO #30 -Building Repair Damage.
2. Removal of \$374,741.00 associated with line items for CO #26 -Fire water system engineering, CO #33 -Purchase fire pump and CO #40 -Fire connect Riser Room, which represent portions of the permanent fire suppression system for which Landlord is responsible under the Lease.
3. Removal of \$79,818.00 associated with "CO #27 -Temp Fire Pump" which was an inadvertent double-billing for "CO #27 - Temp Fire Protection DH1".
4. Downward adjustments to, and consolidation of, "Rental of 4 frac tanks," "Rental of 14 trac tanks" and "Temp water treatment before enters data center" to reflect final invoice amounts (see "Water, Waste Water, & Water Treatment" line item).
5. Removal of charges associated with Pending Change Order Improvements, which shall instead be invoiced in installments over a twenty-four (24) month period per the terms of the Lease, as described in more detail below.

**Pending Change Order Improvements**

A number of the line items from the Revised Invoice were contemplated and memorialized by Section 3.2.3 of the Lease as Pending Change Order Improvements requested by, and approved by, Tenant. Section 3.2.3 of the Lease reads as follows:

*It is acknowledged and agreed that, as of the Amendment Date, Tenant has requested and approved certain changes to the scope of work and associated costs contemplated in **Exhibit "J"** as of the Original Execution Date, and that such changes are pending final design and cost determinations. Such approved changes include (i) inclusion of water treatment improvements, (ii) inclusion of water storage improvements, which may include a well depending on the final design of the Building, (iii) inclusion of an administrative building and guard shack, (iv) inclusion of a "meet me" room near the Server Room, and (v) Pending Change Order #2, which includes changes in the assumed costs for air freight of the Daelim transformers.*

The following line item falls within clauses (i) and (ii) of Section 3.2.3 with respect to the water treatment and water storage improvements requested by Tenant: "Water, Waste Water, & Water Treatment," which totals \$257,135.41. The invoices associated with such costs are attached hereto as **Appendix B** for Tenant's review.

The following line items fall within clause (v) of Section 3.2.3 with respect to changes in assumed costs for transport of the Daelim transformers requested by Tenant: "CO #29 -Daliem Port Duties," "CO #32 -Import duties on transformers," and "CO#34 Import Fees," which totals \$549,508.00. The invoices associated with such costs are attached hereto as **Appendix C** for Tenant's review.

Given the costs for the above Pending Change Order Improvements have been finalized, per the following terms of the Lease, such costs are the responsibility of Tenant and are to be paid in twenty-four (24) monthly installments, including a cost of capital adjustment:

*Upon finalization of design and/or costs of the Pending Change Order Improvements, and in consideration for the foregoing Pending Change Order Improvements, the Parties hereby agree that Tenant shall pay Landlord an additional amount equal to the actual costs of such Pending Change Order Improvements plus Landlord's cost of capital adjustment, apportioned equally across the monthly payments of Base Rent for a period of twenty-four (24) months.*

In the spirit of partnership and in the interest of focusing parties' attention on the finalization of the Second Amended and Restated Lease draft Rhodium currently holds, TGD proposes to delay the first installment payment for the Pending Change Order Add-Ons for the above Pending Change Order Improvements until the first invoice following execution of the Second Amended and Restated Lease draft, provided that such draft is finalized and executed in December 2023. A summary of the total cost of the Pending Change Order Improvements to date and the monthly Pending Change Order Add-On installment amount is attached as **Appendix D** hereto.

#### Temporary Fire Suppression System

The following line items are associated with Tenant Requested Modification Request #26 to provide Tenant with a temporary fire suppression system solution to allow for commissioning and testing to proceed in Data Hall 1: "CO #39 - Fire Rd Temp" and "CO #27 -Temp Fire Protection DH1" which total \$151,306.00. The \$100,000 estimate provided in the TRMAR was notably labeled a "rough" estimate, and the countersigned TRMAR approving such changes and the supporting documentation for such costs are attached as **Appendix E** hereto. These costs are unrelated to the permanent fire suppression system, and would not have been incurred but for Tenant's request to access and begin commissioning Data Hall 1 early. The permanent fire suppression system was installed November 2023, and TGD could not be certain there would not be additional costs arising from the temporary fire suppression system, or any offset in cost against the permanent fire suppression system, until the permanent system was installed.

#### Safety Incident

Line item "CO #22 -IB/Rhodium safety issues" totaling \$78,705.00 were costs incurred by TGD as a direct result of Tenant's breach of the EPC Contractor's safety protocol on Site. Per Section 2.5 of Exhibit J of the Lease, Tenant had an affirmative obligation to observe all safety protocols when accessing the Site, the breach of which was a Tenant Delay giving rise to an increase in the aggregate Recognized Development Cost. Per Section 3.3(e) of Exhibit J of the Lease, such costs are the

responsibility of Tenant and are to be reimbursed by Tenant within twenty (20) days following receipt of an invoice and supporting documentation necessary to validate the Recognized Development Costs being sought for reimbursement. The supporting documentation for such costs is attached hereto as **Appendix F**.

TGD hopes this letter, the Revised Invoice, and the supporting documentation provided is sufficient to address Rhodium's questions regarding TGD-INV010031, and looks forward to resolving this matter swiftly and executing the Second Amended and Restated Lease in short order before year-end.

Landlord hereby reserves any and all rights and remedies arising under or related to the Lease, ancillary documentation, and under applicable law and in equity. Nothing omitted or stated herein shall prejudice such rights or remedies. Capitalized terms not defined in this letter shall have the meaning set forth in the Lease.

Thank you,

Dan McNary  
Chief Operations Officer

Cc: Anthony Ausiello ([anthonyausiello@RHDM.com](mailto:anthonyausiello@RHDM.com))  
Chase Blackmon ([chaseblackmon@RHDM.com](mailto:chaseblackmon@RHDM.com))  
Caleb VanZoeren ([calebvanzoeren@RHDM.com](mailto:calebvanzoeren@RHDM.com))  
Nathan Nichols ([NathanNichols@RHDM.com](mailto:NathanNichols@RHDM.com))  
Mark Breen ([mbr@quinbrook.com](mailto:mbr@quinbrook.com))

Appendix A

Revised Invoice

[Attached]

# Invoice

TGD-INV010044



Temple Green Data, LLC

**Rhodium Renewables LLC**  
**4146 W US Hwy 79**  
**Rockdale, TX 76567**

Document Date  
December 1, 2023

Due Date  
December 15, 2023

Description	Quantity	Unit	Unit Price	Line Amount
Moriah Shell A - Change Orders				
Water, Waste Water, & Water Treatment	1		257,135.41	257,135.41
CO #27 -Temp Fire Protection DH1	1		79,818.00	79,818.00
CO #29 -Daliem Port Duties	1		76,301.00	76,301.00
CO #32 -Import duties on transformers	1		151,827.00	151,827.00
CO #34 -Import Fees	1		321,380.00	321,380.00
CO #39 -Fire Road Temp	1		71,488.00	71,488.00
Credit Daliem Shipping	1		-65,480.20	-65,480.20
			<b>Total \$</b>	<b>892,469.21</b>

**Please remit payments via ACH or wire transfer using the instructions below. Please include the invoice number associated with your payment.**

Bank of America  
Beneficiary Name: Temple Green Data, LLC  
Beneficiary Account: [REDACTED]  
Beneficiary Bank ID/Routing Number [REDACTED]

Home Page  
<https://rowandigit.al/>

Email  
[rowangreen@kenongroup.com](mailto:rowangreen@kenongroup.com)

Appendix B

Water, Waste Water, & Water Treatment Supporting Documentation

[Attached]

Paramount	INV Number	Date	Type	Cost
<a href="#">TO1 INV.pdf</a>	90000	6/8/2022	Set Up	\$ 20,000.00
<a href="#">TO2 Frac Tank Rental INV 8_31_22.pdf</a>	98833	8/30/2022	Frac Tank Rental	\$ 4,375.00
<a href="#">TO2 Invoice 98942 - Paramount Wastewater Solutions 9-21-22.pdf</a>	98942	9/21/2022	Frac Tank Rental	\$ 4,735.95
<a href="#">TO2 &amp; TO3 Invoices 10_18_22.pdf</a>	99304	10/18/2022	Hose delivery/set up/rental, frac tank rental, frac tank mobilization	\$ 49,155.90
<a href="#">TO3 Invoice 11_11_22.pdf</a>	99426	11/11/2022	Frac Tank Rental	\$ 9,335.50
<a href="#">TO3 Invoice 11_28_22.pdf</a>	97894	11/23/2022	pump/hose rental	\$ 4,313.01
<a href="#">TO3 Invoice 12_8_22.pdf</a>	97955	12/7/2022	Frac tank rental	\$ 9,335.50
<a href="#">Repeat of INV 12_17_22 RECEIVED AGAIN 1_12_23.pdf</a>	99903REV	12/17/2022	hose rental	\$ 2,722.13
<a href="#">TO3_1_16_23.pdf</a>	100026	1/13/2023	hose rental	\$ 4,056.50
<a href="#">TO3 INV 2_1_23.pdf</a>	100110	1/31/2023	pick up fees for frac tanks	\$ 1,082.50
<a href="#">TO3 INV 2_1_23 for tanks.pdf</a>	100111	1/31/2023	frac tank rental	\$ 9,335.50
<a href="#">TO4 INV 2_23_23.pdf</a>	100260	2/23/2023	rubber suction hose-camlock	\$ 7,983.45
<a href="#">TO4 INV 3_7_23.pdf</a>	100378	3/7/2023	frac tank rental	\$ 4,735.95
<a href="#">TO3 INV 3_7_23.pdf</a>	100377	3/7/2023	rubber suction hose-camlock	\$ 2,722.13
<a href="#">TO5 INV 3_30_23.pdf</a>	100516	3/20/2023	frac tank rental	\$ 4,735.95
<a href="#">TO5 INV 3_31_23.pdf</a>	100518	3/30/2023	Frac Tank Rental	\$ 9,335.50
<a href="#">TO5 INV 4_24_23.pdf</a>	100636	4/24/2023	Frac Tank Rental	\$ 9,335.50
<a href="#">TO5 INV 4_28_23.pdf</a>	100919	4/27/2023	Frac Tank Rental	\$ 4,735.95
<a href="#">TO5 INV 5_26_23.pdf</a>	901119	5/25/2023	Frac Tank Rental	\$ 4,735.95
<a href="#">TO5 INV 6_22_23.pdf</a>	901321	6/22/2023	Frac Tank Rental	\$ 4,735.95
<a href="#">TO5 INV 7_20_23.pdf</a>	901505	7/20/2023	Frac Tank Rental	\$ 4,735.95
<a href="#">TO5 INV 7_21_23.pdf</a>	901504	7/20/2023	Frac Tank Rental	\$ 9,335.50
<a href="#">TO5 INV 8_14_23.pdf</a>	901641	8/14/2023	Frac Tank Rental	\$ 9,335.50
<a href="#">TO5 INV 8_17_23.pdf</a>	901667	8/17/2023	Frac Tank Rental	\$ 4,735.95
<a href="#">TO5 INV 9_12_23.pdf</a>	901824	9/11/2023	Frac Tank Rental	\$ 9,335.50
<a href="#">TO5 INV 9_15_23.pdf</a>	901861	9/15/2023	Frac Tank Rental	\$ 4,735.95
<a href="#">TO6 INV 10_16_23.pdf</a>	902038	10/12/2023	Frac Tank Rental	\$ 4,735.95
<a href="#">TO6 INV 10_12_23.pdf</a>	902037	10/12/2023	Frac Tank Rental	\$ 9,335.50
	<b>TOTAL</b>			<b>\$ 227,789.62</b>

City of Temple	INV Number	Date	Type	Cost
		8/17/2023	Hydrant	\$ 4,972.40
		8/17/2023	Hydrant	\$ 174.60
	<b>TOTAL</b>			<b>\$ 5,147.00</b>

ERM	INV Number	Date	Type	Cost
<a href="#">ERM INV 9_14_22.pdf</a>	156793	9/13/2022	WW Discharge permit & WW application for dust control	\$ 4,659.00
<a href="#">ERM INV 10_28_22.pdf</a>	158171	10/27/2022	WW Discharge permit & WW application for dust control	\$ 3,879.70
<a href="#">ERM INV 11_16_22.pdf</a>	158875	11/16/2022	WW Discharge permit	\$ 822.20
<a href="#">ERM INV 12_8_22.pdf</a>	159794	12/8/2022	WW Discharge permit	\$ 2,798.76
<a href="#">ERM INV 12_9_22.pdf</a>	159795	12/8/2022	WW Discharge permit	\$ 132.00
<a href="#">ERM INV 5_23_23.pdf</a>	238706	5/23/2023	WW Discharge permit	\$ 3,730.65
<a href="#">ERM TO25 INV 6_30_23.pdf</a>	244233	6/29/2023	WW Discharge permit	\$ 3,453.35
<a href="#">ERM INV 8_21_23.pdf</a>	251293	8/10/2023	WW Discharge permit	\$ 3,349.23
<a href="#">ERM TO25 INV 9_21_23.pdf</a>	257518	9/20/2023	WW Discharge permit	\$ 1,373.90
	<b>TOTAL</b>			<b>\$ 24,198.79</b>
	<b>TOTAL</b>			<b>\$ 257,135.41</b>



EFT by ACH or Wire Transfer: Wells Fargo Bank, N.A. • 420 Montgomery Street • San Francisco, CA 94104

Acct # [REDACTED] • Routing # [REDACTED] • SWIFT BIC [REDACTED]

Send Check Payments to: PO Box 951265 • Dallas, TX 75395-1265 • (281) 600-1000 • Fax (281) 520-4625

New Remittance Advice to: ERMNorthremit@erm.com

**Rowan Green Data LLC**  
**600 A Avenue**  
**Lake Oswego OR 97034**  
**Attention: Xiomara Gerlach**

**Invoice # : 156793**  
**Project : 0659884**  
**Project Name : 105SW01 Temple (Moriah) WW Per**  
**Invoice Group : \*\***  
**Invoice Date : 9/13/2022**

**For Professional Services Rendered through: 8/27/2022**

Task Order 17 - City of Temple Wastewater  
 send invoices to: Joel Zemanek at jzemanek@rowandigit.al  
 cc: Xiomara Gerlach

Phase Code / Name	Phase Fee	Previous Amount	Current Amount	Total Fee Earned	Remaining Fee
01 -- WW Discharge Permit	3,100.00	0.00	341.00	341.00	2,759.00
02 -- WW Application for Dust Control	1,900.00	0.00	0.00	0.00	1,900.00
<b>Project Total</b>	<b>5,000.00</b>	<b>0.00</b>	<b>341.00</b>	<b>341.00</b>	<b>4,659.00</b>

**Amount Due This Invoice: 341.00**

**Phase : 01 -- WW Discharge Permit**

**Rate Schedule Labor**

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Sr. Project Consultant III</b>				
Kelsey Berger Bailey	8/26/2022	1.00	165.00	165.00
<b>Sr. Project Manager I</b>				
Casey Tofte	8/26/2022	1.00	145.00	145.00

**Rate Schedule Labor 310.00**

**Total Phase : 01 -- WW Discharge Permit Labor : 310.00**

**Expense : 0.00**

**Associated Project Costs (10.0%) 31.00**

**Total Project : 0659884 -- 105SW01 Temple (Moriah) WW Permit 310.00**



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Send Check Payments to: PO Box 951265 • Dallas, TX 75395-1265 • (281) 600-1000 • Fax (281) 520-4625

New Remittance Advice to: ERMNorthremit@erm.com

**Rowan Green Data LLC**  
**600 A Avenue**  
**Lake Oswego OR 97034**  
**Attention: Xiomara Gerlach**

**Invoice # : 158171**  
**Project : 0659884**  
**Project Name : 105SW01 Temple (Moriah) WW Per**  
**Invoice Group : \*\***  
**Invoice Date : 10/27/2022**

**For Professional Services Rendered through: 10/1/2022**

Task Order 17  
 send invoices to: Joel Zemanek at jzemanek@rowandigit.al  
 cc: Xiomara Gerlach

Phase Code / Name	Phase Fee	Previous Amount	Current Amount	Total Fee Earned	Remaining Fee
01 -- WW Discharge Permit	3,100.00	341.00	2,064.70	2,405.70	694.30
02 -- WW Application for Dust Control	1,900.00	0.00	1,815.00	1,815.00	85.00
<b>Project Total</b>	<b>5,000.00</b>	<b>341.00</b>	<b>3,879.70</b>	<b>4,220.70</b>	<b>779.30</b>
	<b>Billing Amount</b>		3,879.70		
	<b>Total Billing Amount</b>		<b>3,879.70</b>		
	<b>Amount Due This Invoice:</b>		<b>3,879.70</b>		



EFT by ACH or Wire Transfer: Wells Fargo Bank, N.A. • 420 Montgomery Street • San Francisco, CA 94104

Acct # [REDACTED] • Routing # [REDACTED] • SWIFT BIC [REDACTED]

Send Check Payments to: PO Box 951265 • Dallas, TX 75395-1265 • (281) 600-1000 • Fax (281) 520-4625

New Remittance Advice to: ERMNorthremit@erm.com

**Project : 0659884 -- 105SW01 Temple (Moriah) WW Permit**

**Invoice # : 158171**

**Phase : 01 -- WW Discharge Permit**

**ERM Rate Schedule Labor**

<i>Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Kelsey Berger Bailey	9.00	165.00	1,485.00
Kara Naegeli	3.50	112.00	392.00
<b>Rate Schedule Labor</b>			<b>1,877.00</b>

<b>Total Phase : 01 -- WW Discharge Permit</b>	<b>Labor :</b>	<b>1,877.00</b>
	<b>Expense :</b>	<b>0.00</b>
	<b>Associated Project Costs (10.0%) :</b>	<b>187.70</b>
	<b>Phase Total :</b>	<b>2,064.70</b>

**Phase : 02 -- WW Application for Dust Control**

**ERM Rate Schedule Labor**

<i>Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Kelsey Berger Bailey	10.00	165.00	1,650.00
<b>Rate Schedule Labor</b>			<b>1,650.00</b>

<b>Total Phase : 02 -- WW Application for Dust Control</b>	<b>Labor :</b>	<b>1,650.00</b>
	<b>Expense :</b>	<b>0.00</b>
	<b>Associated Project Costs (10.0%) :</b>	<b>165.00</b>
	<b>Phase Total :</b>	<b>1,815.00</b>

**Total Project: 0659884 -- 105SW01 Temple (Moriah) WW Permit**

**3,879.70**



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Acct # [REDACTED] • Routing # [REDACTED] • SWIFT BIC [REDACTED]

Send Check Payments to: PO Box 951265 • Dallas, TX 75395-1265 • (281) 600-1000 • Fax (281) 520-4625

New Remittance Advice to: ERMNorthremit@erm.com

**Rowan Green Data LLC**  
**600 A Avenue**  
**Lake Oswego OR 97034**  
**Attention: Joel Zemanek**

**Invoice # : 158875**  
**Project : 0659884**  
**Project Name : 105SW01 Temple (Moriah) WW Per**  
**Invoice Group : 01**  
**Invoice Date : 11/16/2022**

For Professional Services Rendered through: 10/29/2022

Task Order No. 18

Phase Code / Name	Phase Fee	Previous Amount	Current Amount	Total Fee Earned	Remaining Fee
03 -- Temple Data Center WW	3,850.00	0.00	882.20	882.20	2,967.80
<b>Project Total</b>	<b>3,850.00</b>	<b>0.00</b>	<b>882.20</b>	<b>882.20</b>	<b>2,967.80</b>

<b>Billing Amount</b>	882.20
<b>Total Billing Amount</b>	<b>882.20</b>
<b>Amount Due This Invoice:</b>	<b>882.20</b>

**Phase : 03 -- Temple Data Center WW**

**Rate Schedule Labor**

<u>Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Kelsey Berger Bailey	1.50	165.00	247.50
Kara Naegeli	3.50	117.00	409.50
Casey Tofte	1.00	145.00	145.00

**Rate Schedule Labor 802.00**

**Total Phase : 03 -- Temple Data Center WW Labor : 802.00**

**Expense : 0.00**

**Associated Project Costs (10.0%) 80.20**

---

**Total Project : 0659884 -- 105SW01 Temple (Moriah) WW Permit 882.20**



EFT by ACH or Wire Transfer: Wells Fargo Bank, N.A. • 420 Montgomery Street • San Francisco, CA 94104

Acct # [REDACTED] • Routing # [REDACTED] • SWIFT BIC [REDACTED]

Send Check Payments to: PO Box 951265 • Dallas, TX 75395-1265 • (281) 600-1000 • Fax (281) 520-4625

New Remittance Advice to: ERMNorthremit@erm.com

**Rowan Green Data LLC**  
**600 A Avenue**  
**Lake Oswego OR 97034**  
**Attention: Joel Zemanek**

**Invoice # : 159794**  
**Project : 0659884**  
**Project Name : 105SW01 Temple (Moriah) WW Per**  
**Invoice Group : 01**  
**Invoice Date : 12/8/2022**

**For Professional Services Rendered through: 11/26/2022**

Task Order No. 18

Phase Code / Name	Phase Fee	Previous Amount	Current Amount	Total Fee Earned	Remaining Fee
03 -- Temple Data Center WW	3,850.00	882.20	2,798.76	3,680.96	169.04
<b>Project Total</b>	<b>3,850.00</b>	<b>882.20</b>	<b>2,798.76</b>	<b>3,680.96</b>	<b>169.04</b>
	<b>Billing Amount</b>		2,798.76		
	<b>Total Billing Amount</b>		<b>2,798.76</b>		
	<b>Amount Due This Invoice:</b>		<b>2,798.76</b>		



EFT by ACH or Wire Transfer: Wells Fargo Bank, N.A. • 420 Montgomery Street • San Francisco, CA 94104

Acct # [REDACTED] • Routing # [REDACTED] • SWIFT BIC W [REDACTED]

Send Check Payments to: PO Box 951265 • Dallas, TX 75395-1265 • (281) 600-1000 • Fax (281) 520-4625

New Remittance Advice to: ERMNorthremit@erm.com

**Project : 0659884 -- 105SW01 Temple (Moriah) WW Permit**

**Invoice # : 159794**

**Phase : 03 -- Temple Data Center WW**

**ERM Rate Schedule Labor**

<i>Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Kara Naegeli	13.00	112.00	1,456.00
Clarissa Heiner	0.50	225.00	112.50
Casey Tofte	1.00	145.00	145.00
Kara Naegeli	6.00	112.00	672.00
<b>Rate Schedule Labor</b>	<b>20.50</b>		<b>2,385.50</b>

**Project Expenses**

<i>Description</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
<b>EXPENSE</b>			
Equipment Rental	151.92	1.150	174.71
<b>Total: EXPENSE</b>			<b>174.71</b>
		<b>Project Expenses</b>	<b>174.71</b>

<b>Total Phase : 03 -- Temple Data Center WW</b>	<b>Labor :</b>	<b>2,385.50</b>
	<b>Expense :</b>	<b>174.71</b>
	<b>Associated Project Costs (10.0%) :</b>	<b>238.55</b>
	<b>Phase Total :</b>	<b>2,798.76</b>

**Total Project: 0659884 -- 105SW01 Temple (Moriah) WW Permit**

**2,798.76**



EFT by ACH or Wire Transfer: Wells Fargo Bank, N.A. • 420 Montgomery Street • San Francisco, CA 94104

Acct # [REDACTED] • Routing # [REDACTED] • SWIFT BIC [REDACTED]

Send Check Payments to: PO Box 951265 • Dallas, TX 75395-1265 • (281) 600-1000 • Fax (281) 520-4625

New Remittance Advice to: ERMNorthremit@erm.com

**Rowan Green Data LLC**  
**1330 Post Oak Boulevard**  
**Suite 1350**  
**Houston TX 77056**  
**Attention: David Shiflett**

**Invoice # : 159795**  
**Project : 0667145**  
**Project Name : 105SW01 Moriah II Data Center**  
**Invoice Group : \*\***  
**Invoice Date : 12/8/2022**

**For Professional Services Rendered through: 11/26/2022**

Task Order No. 20

Invoices to: Joel Zemanek at jzemanek@rowandigit.al Copy Xiomara and rowangreen@kenongroup.com

Phase Code / Name	Phase Fee	Previous Amount	Current Amount	Total Fee Earned	Remaining Fee
**** -- Default	3,200.00	1,171.50	132.00	1,303.50	1,896.50
<b>Project Total</b>	<b>3,200.00</b>	<b>1,171.50</b>	<b>132.00</b>	<b>1,303.50</b>	<b>1,896.50</b>
	<b>Billing Amount</b>		132.00		
	<b>Total Billing Amount</b>		<b>132.00</b>		
	<b>Amount Due This Invoice:</b>		<b>132.00</b>		



EFT by ACH or Wire Transfer: Wells Fargo Bank, N.A. • 420 Montgomery Street • San Francisco, CA 94104

Acct # [REDACTED] • Routing # [REDACTED] • SWIFT BIC [REDACTED]

Send Check Payments to: PO Box 951265 • Dallas, TX 75395-1265 • (281) 600-1000 • Fax (281) 520-4625

New Remittance Advice to: ERMNorthremit@erm.com

**Project : 0667145 -- 105SW01 Moriah II Data Center**

**Invoice # : 000**

**Phase : \*\*\*\* -- Default**

**ERM Rate Schedule Labor**

<i>Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Casey Tofte	0.50	240.00	120.00
<b>Rate Schedule Labor</b>	<b>0.50</b>		<b>120.00</b>

<b>Total Phase : **** -- Default</b>	<b>Labor :</b>	<b>120.00</b>
	<b>Expense :</b>	<b>0.00</b>
	<b>Associated Project Costs (10.0%) :</b>	<b>12.00</b>
	<b>Phase Total :</b>	<b>132.00</b>

**Total Project:0667145 -- 105SW01 Moriah II Data Center**

**132.00**



**Environmental Resources Mgmt**

840 West Sam Houston Parkway  
North Suite 600  
Houston, Texas 77024

Phone: +1 (281) 600-1000

**Please Remit to:** ERM Southwest, Inc.

**Wiring Instructions:**  
Wells Fargo Bank, N.A.  
420 Montgomery Street  
San Francisco, CA 94104  
ABA No.: [REDACTED] 8  
**Credit to:** ERM  
Account No: [REDACTED]  
**Swift Code:** [REDACTED]

**Check Payments:**  
P.O. Box 951265  
Dallas, TX 75395-1265

Tax ID: 74-2065243

**ACH Transfers:**  
Wells Fargo Bank, N.A.  
420 Montgomery Street  
San Francisco, CA 94104  
ABA No.: [REDACTED]  
**Credit to:** ERM  
Account No: [REDACTED]

**Attn: Xiomara Gerlach**  
**Rowan Green Data LLC**  
**600 A Avenue**  
**Lake Oswego, OR 97034**

**Invoice Date :**20-September-2023  
**Invoice # :**257518  
**Project # :**0688244  
**ERM Project Manager :**Kelsey Berger Bailey  
**Dept :**SW01

**PO# or Authorization: Task Order No. 25**

For Professional Services rendered through August 25, 2023

Project Name: 105SW01 Moriah I

Invoice instructions from Task Order No. 25 - Invoices submitted to:  
rowangreen@kenongroup.com, and rowangreendatallc@bill.com, and  
Joel Zemanek at jzemanek@rowan.digital

Invoice instructions from checklist - xgerlach@rowan.digital

**Professional Personnel**

<u>Rate Schedule Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Kai Imamura	2.00	124.00	248.00
Kelsey Berger Bailey	5.50	182.00	1,001.00
<i>ERM Rate Schedule Labor</i>			<u>1,249.00</u>
<b>Total ERM Labor</b>			<b>1,249.00</b>
<b>Invoice Subtotal</b>			<b>1,249.00</b>
<b>Associated Project Costs (10.0%)</b>			<b>124.90</b>
<b>Amount Due This Invoice *</b>		(USD)	<b>1,373.90</b>

**Project Statement**

Project Budget	14,135.00
Previous Billings	10,533.23
This Invoice	<u>1,373.90</u>
Project to Date	<u>11,907.13</u>

Invoices over 30 days will be subject to a service charge of 1.5% per month (18% annual rate).

Project : 0688244 -- 105SW01 Moriah I

Invoice # : 257518

**Phase : 001 -- CO 1 - TO 31**

**ERM Rate Schedule Labor**

<i>Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Kelsey Berger Bailey	5.50	182.00	1,001.00
Kai Imamura	2.00	124.00	248.00
<b>Rate Schedule Labor</b>	<b>7.50</b>		<b>1,249.00</b>

<b>Total Phase : 001 -- CO 1 - TO 31</b>	<b>Labor :</b>	<b>1,249.00</b>
	<b>Expense :</b>	<b>0.00</b>
	<b>Associated Project Costs (10.0%) :</b>	<b>124.90</b>
	<b>Phase Total :</b>	<b>1,373.90</b>

Total Project: 0688244 -- 105SW01 Moriah I

1,373.90



**Environmental Resources Management**  
 840 West Sam Houston Parkway North  
 Suite 600  
 Houston, Texas 77024  
 (281) 600-1000

**Please Remit to Environmental Resources Management Southwest, Inc.**  
**Wiring Instructions:**  
 Wells Fargo Bank, N.A.  
 420 Montgomery Street  
 San Francisco, CA 94104  
 ABA No.: [REDACTED]  
 Credit to: ERM  
 Account No.: [REDACTED]  
 Swift Code: [REDACTED]

**Check Payments:**  
 PO Box 951265  
 Dallas, TX 75395-1265

**ACH Transfers:**  
 Wells Fargo Bank, N.A.  
 420 Montgomery Street  
 San Francisco, CA 94104  
 ABA No.: [REDACTED]  
 Credit to: ERM  
 Account No.: [REDACTED]

Tax ID: 74-2065243

**Attn: Xiomara Gerlach**  
**Rowan Green Data LLC**  
**600 A Avenue**  
**Lake Oswego, OR 97034**

**Invoice Date :10-August-2023**  
**Invoice # :251293**  
**Project # :0688244**  
**ERM Project Manager :Kelsey Berger Bailey**  
**Dept :SW01**

Task Order 25 and CO 1, Task Order 31

For Professional Services rendered through July 29, 2023

Project Name: 105SW01 Moriah I

Submit Invoices to - rowangreen@kenongroup.com,  
 xgerlach@rowan.digital; and jzemanek@rowan.digital

**Professional Personnel**

<u>Rate Schedule Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Kai Imamura	2.00	124.00	248.00
Kara Naegeli	6.00	124.00	744.00
Kelsey Berger Bailey	10.00	182.00	1,820.00
Penny Villafarra	0.25	91.00	22.75
Peter Flaherty	1.00	210.00	210.00
<i>ERM Rate Schedule Labor</i>			----- 3,044.75
<b>Total ERM Labor</b>			<b>3,044.75</b>
<b>Invoice Subtotal</b>			----- <b>3,044.75</b>
<b>Associated Project Costs (10.0%)</b>			<b>304.48</b>
<b>Amount Due This Invoice *</b>		(USD)	<b>3,349.23</b>

**Project Statement**

Project Budget	14,135.00
Previous Billings	7,184.00
This Invoice	<u>3,349.23</u>
Project to Date	<u><u>10,533.23</u></u>

Project : 0688244 -- 105SW01 Moriah I

Invoice # : 251293

**Phase : \*\*\*\* -- Default - TO 25**

**ERM Rate Schedule Labor**

<i>Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Peter Flaherty	1.00	210.00	210.00
Kelsey Berger Bailey	5.00	182.00	910.00
<b>Rate Schedule Labor</b>	<b>6.00</b>		<b>1,120.00</b>

<b>Total Phase : **** -- Default - TO 25</b>	<b>Labor :</b>	<b>1,120.00</b>
	<b>Expense :</b>	<b>0.00</b>
	<b>Associated Project Costs (10.0%) :</b>	<b>112.00</b>
	<b>Phase Total :</b>	<b>1,232.00</b>

**Phase : 001 -- CO 1 - TO 31**

**ERM Rate Schedule Labor**

<i>Employee Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Kelsey Berger Bailey	5.00	182.00	910.00
Kai Imamura	2.00	124.00	248.00
Kara Naegeli	6.00	124.00	744.00
Penny Villafarra	0.25	91.00	22.75
<b>Rate Schedule Labor</b>	<b>13.25</b>		<b>1,924.75</b>

<b>Total Phase : 001 -- CO 1 - TO 31</b>	<b>Labor :</b>	<b>1,924.75</b>
	<b>Expense :</b>	<b>0.00</b>
	<b>Associated Project Costs (10.0%) :</b>	<b>192.48</b>
	<b>Phase Total :</b>	<b>2,117.23</b>

**Total Project: 0688244 -- 105SW01 Moriah I**

**3,349.23**



CITY OF TEMPLE  
PO BOX 878  
TEMPLE, TEXAS 76503-0878  
www.templetx.gov

**Customer Name:**  
**Service Address:**  
**Service Period:**

TEMPLE GREEN DATA  
2911 LORRAINE AVE FH  
06/30/2023 to 07/17/2023

<b>Bill Date</b> <b>07/20/2023</b>	<b>Due Date</b> <b>08/07/2023</b>	<b>Amount Due</b> <b>\$174.60</b>
---------------------------------------	--------------------------------------	--------------------------------------

Total Due If Paid After 5:00pm on the Due Date .... \$183.33



\*\*AUTO\*\*MIXED AADC 750 5 MAAD 139335AA20-A-1  
1119 1 MB 0.558



TEMPLE GREEN DATA  
1330 POST OAK BLVD SUITE 1350  
HOUSTON TX 77056-3274

**ACCOUNT SUMMARY**

Previous Balance	\$0.00
Payment Received	\$0.00
Balance Forward	\$0.00
Current Charges	\$174.60
<b>TOTAL AMOUNT DUE</b>	<b>\$174.60</b>

**CURRENT CHARGES**

FIRE HYDRANT	\$149.60
NEW ACCOUNT FEE	\$25.00
<b>TOTAL CURRENT CHARGES</b>	<b>\$174.60</b>

**HOW TO CONTACT US**

Customer Service – (Mon-Fri, 8am – 5pm) ..... 254-298-5616  
Emergency/After Hours ..... 254-298-5611  
Solid Waste ..... 254-298-5725  
Email ..... utilities@templetx.gov

**IMPORTANT MESSAGES**

The 2022 Consumer Confidence Report is available for review at www.templetx.gov/ccr2022. To request a copy be mailed to you, please contact the Water Treatment Plant at 254-298-5940 or email a request to cmigura@templetx.gov.

As a part of the annual budget process, the City will propose rate increases for water and wastewater services. For info on the proposed rates, visit www.templetx.gov/rates. The proposed rates are subject to change and will be updated online when the budget is adopted.

**METER READING INFORMATION**

Type	Meter Num	Current Read	Previous Read	Usage
FH	94166606	518	476	4,200

Please return this portion along with your payment and make your check payable to City of Temple



Mail payment to:  
**CITY OF TEMPLE**  
PO BOX 878  
TEMPLE, TEXAS 76503-0878  
www.templetx.gov

ACCOUNT NUMBER:  
SERVICE ADDRESS:

170473-93522  
2911 LORRAINE AVE FH

<b>Bill Date</b> <b>07/20/2023</b>	<b>Due Date</b> <b>08/07/2023</b>	<b>Amount Due</b> <b>\$174.60</b>
---------------------------------------	--------------------------------------	--------------------------------------

Penalty After Due Date ..... \$8.73  
Total Due If Paid After 5:00pm on the Due Date .... \$183.33

To avoid penalties, payments must be received in the Utility Business Office by 5:00 p.m. on the due date. The due date shown relates to current charges only. Previous Balances are due immediately.

**AMOUNT ENCLOSED \$**

**RETURNED ITEMS**  
 Payments returned unpaid for any reason will result in a fee being assessed to the utility account. If the returned item causes the account to be delinquent, service may be interrupted without notice.

**NOTIFICATION OF PAYMENT**

If your account has been disconnected for non-payment and you make a payment anywhere other than in our office, please notify us immediately to schedule reconnection of service.

**HELPFUL NUMBERS**

- Solid Waste (Garbage Collection): 254-298-5725
- Animal Services: 254-298-5732
- Birth/Death Certificates: 254-298-5700
- Planning: 254-298-5668
- Building Permits: 254-298-5640
- Public Library: 254-298-5556
- Municipal Court: 254-298-5687
- Parks & Leisure Services: 254-298-5690
- Public Works Administration: 254-298-5621

**WATER CONSERVATION**

The City of Temple's Water Conservation Plan establishes certain triggers that move us progressively from voluntary to mandatory conservation stages. To find out details about the triggers and stages, visit our website at [www.templetx.gov/waterconservation](http://www.templetx.gov/waterconservation)

**Water** is a metered service. Charges are based on both meter size and the amount of water consumption registered on the meter.

**Irrigation** is metered water that is used to measure consumption used for purposes of irrigation. This consumption does not affect sewer service charges.

**Waste Water** is also known as sewer service. Residential rates for customers with only one water meter are based on a Winter Quarter Average. Water consumption billed in January, February and March each year is averaged to determine the amount of waste water consumption to bill from May – April. All commercial accounts, and residential accounts with a separate irrigation meter, are charged for waste water based on the amount of water billed each month.

**Drainage** is a monthly fee for the City's storm water management program.

**Fire Line** is a stand-by charge for commercial accounts that have a fire suppression system. The fee is based on the size of the fire service line.

**Solid Waste** is a monthly fee for the weekly pick up of both garbage and recyclables.

**CURRENT RATES - Effective October 1, 2022**

*For more info visit [www.templetx.gov/rates](http://www.templetx.gov/rates)*

**Water Service** – Minimum charge includes the first 2,000 gallons registered on the meter. Minimum charges are based on water meter size.  
 ¾" - \$11.00      1" - \$17.60      1 ½" - \$22.00      2" - \$70.40  
 Charges for consumption above 2,000 gallons is calculated at \$4.00 / 1,000 gallons.

**Waste Water** – Minimum charge, which includes the first 2,000 gallons, is \$17.60. Charges for consumption above 2,000 gallons is calculated at \$6.75 / 1,000 gallons. *(see service description above – most residential waste water charges are based off of a Winter Quarter Average)*

**Solid Waste** – Residential customers pay a minimum of \$20.75 / month, plus tax. Commercial rates are based on service level.

**Drainage** – Residential customers pay \$6.00 / month if water consumption is greater than 2,000. Commercial rates vary.

*(customers outside the City Limits pay rates that are 25% higher)*

**UTILITY ACCOUNT PAYMENT OPTIONS**

**Telephone Payments** – using a Visa, MasterCard or Discover card, call 254-298-5616.

**Mail Payments** – City of Temple, Utility Business Office, PO Box 878, Temple, TX 76503

**In Person** – Utility Business Office, 401 N 3<sup>rd</sup> St, Temple. This location also offers a drive-thru. The lobby and drive-thru are open Monday-Friday from 8:00a.m. – 5:00p.m. A payment drop box is also located on the south side of the building.

**Online Payments** – [www.templetx.gov](http://www.templetx.gov). Choose Payment Center/Utility E-Pay. Create an account using your account number. Look for a confirmation email to complete your account registration.

**Automatic Payments** – Payments will be drafted one business day prior to your due date each month. Using the Online Payments site, you can sign up for automatic payments using a Visa, MasterCard or Discover or a checking/savings account. A form is also available online and in our office to sign up for checking/savings account auto pay. Automatic Credit Card payments must be maintained by the account holder online.



CITY OF TEMPLE  
PO BOX 878  
TEMPLE, TEXAS 76503-0878  
www.templetx.gov

**Customer Name:**  
**Service Address:**  
**Service Period:**

TEMPLE GREEN DATA  
2911 LORRAINE AVE FH  
07/17/2023 to 08/16/2023

<b>Bill Date</b> <b>08/17/2023</b>	<b>Due Date</b> <b>09/05/2023</b>	<b>Amount Due</b> <b>\$5,155.73</b>
---------------------------------------	--------------------------------------	--

Total Due If Paid After 5:00pm on the Due Date .... \$5,413.08



\*\*\*AUTO\*\*MIXED AADC 750 6 MAAD 139907AA17-A-1  
1099 1 MB 0.558



TEMPLE GREEN DATA  
1330 POST OAK BLVD SUITE 1350  
HOUSTON TX 77056-3274

**ACCOUNT SUMMARY**

Previous Balance	\$174.60
Adjustments	\$8.73
Payment Received	\$0.00
Balance Forward	\$183.33
Current Charges	\$4,972.40

**TOTAL AMOUNT DUE \$5,155.73**

**CURRENT CHARGES**

**FIRE HYDRANT \$4,972.40**

**TOTAL CURRENT CHARGES \$4,972.40**

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Solid Waste ..... 254-298-5725  
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**IMPORTANT MESSAGES**

As a part of the annual budget process, City Council will consider rate increases that would become effective October 1, 2023. For information on the proposed rates, visit [www.templetx.gov/rates](http://www.templetx.gov/rates)

The City of Temple Utility Business Office understands your privacy is important and we are committed to protecting your personal information. For more on our commitment to privacy, please visit: [www.templetx.gov/billingprivacy](http://www.templetx.gov/billingprivacy)

**METER READING INFORMATION**

Type	Meter Num	Current Read	Previous Read	Usage
FH	94166606	12617	518	1,209,900

Please return this portion along with your payment and make your check payable to City of Temple



Mail payment to:  
**CITY OF TEMPLE**  
PO BOX 878  
TEMPLE, TEXAS 76503-0878  
www.templetx.gov

ACCOUNT NUMBER:  
SERVICE ADDRESS:

170473-93522  
2911 LORRAINE AVE FH

<b>Bill Date</b> <b>08/17/2023</b>	<b>Due Date</b> <b>09/05/2023</b>	<b>Amount Due</b> <b>\$5,155.73</b>
---------------------------------------	--------------------------------------	--

Penalty After Due Date ..... \$257.35  
Total Due If Paid After 5:00pm on the Due Date .... \$5,413.08

To avoid penalties, payments must be received in the Utility Business Office by 5:00 p.m. on the due date. The due date shown relates to current charges only. Previous Balances are due immediately.

**AMOUNT ENCLOSED \$**

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# Invoice

4025 Paramount Pkwy  
 Temple, TX 76502

254-791-0303

Date	Invoice #
11/23/2022	97894

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO #3						

Quantity	Item Code	Description	Price Each	Amount
1	FRESH WATER D...	Task Order #03 - Bob White Rd, Temple, TX -Pump / 6" Hose Rental Rental Period: 10/20/22 - 10/24/22 (Final invoice for pump call-off of rent)	4,040.29	4,040.29T
		Also includes pickup fees Sales Tax-Office Temple, Tx	6.75%	272.72

Thank you for your business.

**Total** \$4,313.01

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

**Payments/Credits** \$0.00

**Balance Due** \$4,313.01



# Invoice

4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

Date	Invoice #
12/7/2022	97955

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO #3						

Quantity	Item Code	Description	Price Each	Amount
1	FRESH WATER D...	Task Order #03 - Bob White Rd, Temple, TX -Frac Tank Rental (8 Tanks per Customer) Rental Period: 11/3/22 - 12/1/22	8,745.20	8,745.20T
		Sales Tax-Office Temple, Tx	6.75%	590.30

Thank you for your business.	<b>Total</b>	\$9,335.50
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A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$9,335.50



Paramount Wastewater Solutions, LLC  
 4025 Paramount Pkwy  
 Temple, TX 76502

# Invoice

Date	Invoice #
2/23/2023	100260

Bill To
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO#4	Net 30		2/23/2023			

Quantity	Item Code	Description	Price Each	Amount
5	8" x 20' rubber suct...	8" x 20' Rubber Suction Hose-Camlock	1,475.00	7,375.00 608.45

It's been a pleasure working with you!	<b>Total</b>	\$7,983.45
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A 10% Restocking Fee will be assessed on all returned inventory items.



# Invoice

4025 Paramount Pkwy  
 Temple, TX 76502

254-791-0303

Date	Invoice #
3/7/2023	100378

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Task Order #4	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #04 - Bob White Rd, Temple, TX	4,375.00	4,375.00T
		-Frac Tank (4 tanks) Rental 1/31/23 - 2/28/23	8.25%	360.95

Thank you for your business.

**Total** \$4,735.95

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$4,735.95



# Invoice

4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

Date	Invoice #
3/30/2023	100516

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Task Order #5	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX	4,375.00	4,375.00T
		-Frac Tank (4 tanks) Rental 2/28/23 - 3/28/23	8.25%	360.95

Thank you for your business.

**Total** \$4,735.95

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$4,735.95



# Invoice

4025 Paramount Pkwy  
 Temple, TX 76502

254-791-0303

Date	Invoice #
3/30/2023	100518

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO #5	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX -Frac Tank Rental (8 Tanks per Customer) Rental Period: 2/23/23 - 3/23/23	8,745.20	8,745.20T
		Sales Tax-Office Temple, Tx	6.75%	590.30

Thank you for your business.

**Total** \$9,335.50

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$9,335.50



# Invoice

4025 Paramount Pkwy  
 Temple, TX 76502

254-791-0303

Date	Invoice #
4/24/2023	100636

Bill To
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO #5	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX -Frac Tank Rental (8 Tanks per Customer) Rental Period: 3/23/23 - 4/20/23	8,745.20	8,745.20T
		Sales Tax-Office Temple, Tx	6.75%	590.30

Thank you for your business.

**Total** \$9,335.50

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$9,335.50



# Invoice

4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

Date	Invoice #
4/27/2023	100919

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Task Order #5	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX	4,375.00	4,375.00T
		-Frac Tank (4 tanks) Rental 3/28/23 - 4/25/23	8.25%	360.95

Thank you for your business.

**Total** \$4,735.95

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$4,735.95

# Statement

Paramount Wastewater Solutions, LLC

4025 Paramount Pkwy

Temple, TX 76502

Date
8/3/2023

To:
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

Amount Due	Amount Enc.
\$14,071.45	

Date	Transaction	Amount	Balance
07/20/2023	INV #901504. Due 08/19/2023. Orig. Amount \$9,335.50. --- Frac Tank, 1 @ \$8,745.20 = 8,745.20 --- Tax: Sales Tax Temple ETJ 6.75% @ 6.75% = 590.30	9,335.50	9,335.50
07/20/2023	INV #901505. Due 08/19/2023. Orig. Amount \$4,735.95. --- Frac Tank, 1 @ \$4,375.00 = 4,375.00 --- Tax: TX-BELL-TEMPLE-8.25% @ 8.25% = 360.95	4,735.95	14,071.45

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
14,071.45	0.00	0.00	0.00	0.00	\$14,071.45



4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

# Invoice

Date	Invoice #
5/25/2023	901119

Bill To
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Task Order #5	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX	4,375.00	4,375.00T
		-Frac Tank (4 tanks) Rental 4/25/23 - 5/23/23	8.25%	360.95

Thank you for your business.

**Total** \$4,735.95

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$4,735.95



# Invoice

4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

Date	Invoice #
6/22/2023	901321

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Task Order #5	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX	4,375.00	4,375.00T
		-Frac Tank (4 tanks) Rental 5/23/23 - 6/20/23	8.25%	360.95

Thank you for your business.

**Total** \$4,735.95

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$4,735.95



4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

# Invoice

Date	Invoice #
7/20/2023	901505

Bill To
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Task Order #5	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX	4,375.00	4,375.00T
		-Frac Tank (4 tanks) Rental 6/20/23 - 7/18/23	8.25%	360.95

Thank you for your business.

**Total** \$4,735.95

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$4,735.95



# Invoice

4025 Paramount Pkwy  
 Temple, TX 76502

254-791-0303

Date	Invoice #
7/20/2023	901504

Bill To
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO #5	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX -Frac Tank Rental (8 Tanks per Customer) Rental Period: 6/15/23 - 7/13/23	8,745.20	8,745.20T
		Sales Tax-Office Temple, Tx	6.75%	590.30

Thank you for your business.	<b>Total</b>	\$9,335.50
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A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$9,335.50



# Invoice

4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

Date	Invoice #
8/14/2023	901641

Bill To
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO #5	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX -Frac Tank Rental (8 Tanks per Customer) Rental Period: 7/13/23 - 8/10/23	8,745.20	8,745.20T
		Sales Tax-Office Temple, Tx	6.75%	590.30

Thank you for your business.

**Total** \$9,335.50

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$9,335.50



# Invoice

4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

Date	Invoice #
8/17/2023	901667

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Task Order #5	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX	4,375.00	4,375.00T
		-Frac Tank (4 tanks) Rental 7/18/23 - 8/15/23	8.25%	360.95

Thank you for your business.

**Total** \$4,735.95

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$4,735.95



# Invoice

4025 Paramount Pkwy  
 Temple, TX 76502

254-791-0303

Date	Invoice #
9/11/2023	901824

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO #5	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX -Frac Tank Rental (8 Tanks per Customer) Rental Period: 8/10/23 - 9/7/23	8,745.20	8,745.20T
		Sales Tax-Office Temple, Tx	6.75%	590.30

Thank you for your business.

**Total** \$9,335.50

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$9,335.50



# Invoice

4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

Date	Invoice #
9/15/2023	901861

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Task Order #5	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX	4,375.00	4,375.00T
		-Frac Tank (4 tanks) Rental 8/15/23 - 9/12/23	8.25%	360.95

Thank you for your business.

**Total** \$4,735.95

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$4,735.95



4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

# Invoice

Date	Invoice #
10/12/2023	902037

Bill To
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO #6	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX -Frac Tank Rental (8 Tanks per Customer) Rental Period: 9/7/23 - 10/5/23	8,745.20	8,745.20T
		Sales Tax-Office Temple, Tx	6.75%	590.30

Thank you for your business.

**Total** \$9,335.50

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$9,335.50



# Invoice

4025 Paramount Pkwy  
 Temple, TX 76502

254-791-0303

Date	Invoice #
10/12/2023	902038

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Task Order #6	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #05 - Bob White Rd, Temple, TX	4,375.00	4,375.00T
		-Frac Tank (4 tanks) Rental 9/12/23 - 10/10/2023	8.25%	360.95

Thank you for your business.

**Total** \$4,735.95

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

A 3% convenience fee applies to all credit or debit card payments.

**Payments/Credits** \$0.00

**Balance Due** \$4,735.95



# Invoice

4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

Date	Invoice #
7/1/2022	90000

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project

Quantity	Item Code	Description	Price Each	Amount
1	FRESH WATER D...	Task Order #01 (Dated: 6/8/2022) - Bob White Rd, Temple, TX	20,000.00	20,000.00
		Task Order includes: -Frac Tank Mobilization (4 Tanks per Customer) -Frac Tank Demobilization (4 Tanks per Customer) -Initial fresh water delivery within CCN to fill 2 tanks Sales Tax-Office Temple, Tx	6.75%	0.00

Thank you for your business.	<b>Total</b>	\$20,000.00
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A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$20,000.00



# Invoice

4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

Date	Invoice #
7/25/2022	90136

Bill To
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt					

Quantity	Item Code	Description	Price Each	Amount
1	FRESH WATER D...	Task Order #02 - Bob White Rd, Temple, TX	8,750.00	8,750.00
		-Frac Tank Rental 5/24/22 - 6/21/22		
		-Frac Tank Rental 6/22/22 - 7/19/22		
		Sales Tax-Office Temple, Tx	6.75%	0.00

Thank you for your business.

**Total** \$8,750.00

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

**Payments/Credits** \$0.00

**Balance Due** \$8,750.00



# Invoice

4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

Date	Invoice #
12/8/2022	97964

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Task Order #2	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	FRESH WATER D...	Task Order #02 - Bob White Rd, Temple, TX	4,375.00	4,375.00T
		-Frac Tank Rental 11/8/22 - 12/6/22	8.25%	360.95

Thank you for your business.

**Total** \$4,735.95

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

**Payments/Credits** \$0.00

**Balance Due** \$4,735.95



# Invoice

4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

Date	Invoice #
8/30/2022	98833

Bill To
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Task Order #2	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	FRESH WATER D...	Task Order #02 - Bob White Rd, Temple, TX	4,375.00	4,375.00
		-Frac Tank Rental 7/1922 - 8/16/22	8.25%	0.00

Thank you for your business.	<b>Total</b>	\$4,375.00
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A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,375.00



# Invoice

4025 Paramount Pkwy  
 Temple, TX 76502

254-791-0303

Date	Invoice #
9/21/2022	98942

Bill To
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Task Order #2	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	FRESH WATER D...	Task Order #02 - Bob White Rd, Temple, TX	4,375.00	4,375.00T
		-Frac Tank Rental 8/16/22 - 9/13/22	8.25%	360.95

Thank you for your business.

**Total** \$4,735.95

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

**Payments/Credits** \$0.00

**Balance Due** \$4,735.95



4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

# Invoice

Date	Invoice #
10/18/2022	99304

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO #3						

Quantity	Item Code	Description	Price Each	Amount
1	FRESH WATER D...	Task Order #03 - Bob White Rd, Temple, TX -8" Hose Delivery & Set Up (CHANGE REQUEST) Delivered: 9/23/22	1,095.00	1,095.00T
1	FRESH WATER D...	Task Order #03 - Bob White Rd, Temple, TX -8" Hose Rental Rental Period: 9/23/22 - 10/21/22	3,800.00	3,800.00T
		Sales Tax-Office Temple, Tx	6.75%	330.41

Thank you for your business.	<b>Total</b>	\$5,225.41
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A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

<b>Payments/Credits</b>	50.00
<b>Balance Due</b>	\$5,225.41



# Invoice

4025 Paramount Pkwy  
 Temple, TX 76502

254-791-0303

Date	Invoice #
12/17/2022	99902

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO #3						

Quantity	Item Code	Description	Price Each	Amount
1	FRESH WATER D...	Task Order #03 - Bob White Rd, Temple, TX -8" Hose Rental Rental Period: 11/18/22 - 12/16/22	3,800.00	3,800.00T
		Sales Tax-Office Temple, Tx	6.75%	256.50

Thank you for your business.

**Total** \$4,056.50

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

**Payments/Credits** \$0.00

**Balance Due** \$4,056.50



# Invoice

4025 Paramount Pkwy  
Temple, TX 76502

254-791-0303

Date	Invoice #
7/1/2022	90000

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project

Quantity	Item Code	Description	Price Each	Amount
1	FRESH WATER D...	Task Order #01 (Dated: 6/8/2022) - Bob White Rd, Temple, TX	20,000.00	20,000.00
		Task Order includes: -Frac Tank Mobilization (4 Tanks per Customer) -Frac Tank Demobilization (4 Tanks per Customer) -Initial fresh water delivery within CCN to fill 2 tanks Sales Tax-Office Temple, Tx	6.75%	0.00

Thank you for your business.

**Total** \$20,000.00

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

**Payments/Credits** \$0.00

**Balance Due** \$20,000.00

# Invoice

4025 Paramount Pkwy  
 Temple, TX 76502

254-791-0303

Date	Invoice #
1/13/2023	100026

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO #3						

Quantity	Item Code	Description	Price Each	Amount
1	FRESH WATER D...	Task Order #03 - Bob White Rd, Temple, TX -8" Hose Rental Rental Period: 12/16/22 - 1/13/23	3,800.00	3,800.00T
		Sales Tax-Office Temple, Tx	6.75%	256.50

Thank you for your business.	<b>Total</b>	\$4,056.50
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A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,056.50



# Invoice

4025 Paramount Pkwy  
 Temple, TX 76502

254-791-0303

Date	Invoice #
1/31/2023	100111

Bill To
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO #3	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Task Order #03 - Bob White Rd, Temple, TX -Frac Tank Rental (8 Tanks per Customer) Rental Period: 12/29/22 - 1/26/23	8,745.20	8,745.20T
		Sales Tax-Office Temple, Tx	6.75%	590.30

Thank you for your business.	<b>Total</b>	\$9,335.50
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A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$9,335.50



# Invoice

4025 Paramount Pkwy  
 Temple, TX 76502

254-791-0303

Date	Invoice #
1/31/2023	100110

<b>Bill To</b>
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO#3	Net 30					

Quantity	Item Code	Description	Price Each	Amount
1	Frac Tank	Pickup Fees ONLY for 4" & 6" Camlocks (for frac tanks) - PU DATE - 1/12/23	1,000.00	1,000.00T
			8.25%	82.50

Thank you for your business.

**Total** \$1,082.50

A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

**Payments/Credits** \$0.00

**Balance Due** \$1,082.50



# Invoice

4025 Paramount Pkwy  
 Temple, TX 76502

254-791-0303

Date	Invoice #
11/11/2022	99426

Bill To
Rowan Green Data LLC 600 A Avenue Lake Oswego, Oregon 97034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
TO #3						

Quantity	Item Code	Description	Price Each	Amount
1	FRESH WATER D...	Task Order #03 - Bob White Rd, Temple, TX -Frac Tank Rental (8 Tanks per Customer) Rental Period: 10/6/22 - 11/3/22	8,745.20	8,745.20T
		Sales Tax-Office Temple, Tx	6.75%	590.30

Thank you for your business.	<b>Total</b>	\$9,335.50
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A 5% interest charge per month will be assessed on any invoice(s) in excess account terms. All past due accounts will be on hold until accounts are current.

A 10% Restocking Fee will be assessed on all returned inventory items.

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$9,335.50

Appendix C

Daelim Transformers Supporting Documentation

[Attached]


**APPENDIX Q-1  
FORM OF CONTRACTOR CHANGE ORDER REQUEST**

**Temple Data Center**

Change Order Request No. 32

Contractor hereby submits a Change Order Request, as of 11/14/2022, pursuant to Section 9.2.1 of that certain ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT by and between BURNS & MCDONNELL ENGINEERING COMPANY, INC. (“**Contractor**”) and Temple Green Data LLC (“**Owner**”) dated 9/17/21 (the “**Agreement**”). Contractor encountered the circumstances set forth at paragraph (1) below which necessitate a Change in accordance with Section 9.2.1.1 of the Agreement. Contractor hereby acknowledges that the Change requested herein must first be approved by Owner pursuant to a Change Order, and any work outside the Work defined in the Agreement performed by Contractor prior to Contractor’s receipt of a Change Order from Owner will be at Contractor’s sole risk and expense. Terms used and not defined herein shall have the meanings set forth in the Agreement.

- 1) Circumstances necessitating a Change as described in Section 9.2.1.1:
  - a. The pricing for the Daelim transformers as quoted by Mars Transformers excluded costs for tariffs, fees and duties.
  - b. These costs are billed by Mars Transformers to Burns & McDonnell at cost with no markup or contingency after they receive the transformers in the U.S. and pay an invoice from the Department of Homeland Security.
  - c. These costs were excluded from pricing provided by Burns & McDonnell to Rowan.
  - d. This was noted to Rowan via e-mail on March 11, 2022, with the email specifically stating that these duties would be handled via a future change order.
  - e. With receipt of the second delivery consisting of 12 Daelim transformers we have been billed for the port duties, fees and tariffs for these 12 transformers by Mars Transformers.
  - f. This change order covers the costs for port duties for 12 Daelim transformers only.
  - g. The port duties for the remaining transformers will be covered via a future change order once the transformers arrive at customs and actual costs are known. The costs for the first 6 transformers were captured in Change Order 29.
  
- 2) Requested Change in the Work:
  - a. This Change Order covers the costs for Tariff’s, Duties and Port Fee’s for the second delivery consisting of 12 Daelim transformers.
  - b. It does not cover the costs of the remaining 27 transformers.
  
- 3) Impact of this requested Change to the Contract Price:
  - a. The costs for the port duties, fees and tariffs are pass through costs to Rowan at no markup or fee from either Mars Transformers or Burns & McDonnell.
  - b. The invoices from the Department of Homeland Security are attached in Exhibit B.



Contractor's Direct Costs related to this requested Change in the Work to be listed on Exhibit A.

- 4) Impact of this requested Change to Approved Project Schedule:
  - a. This change order is to cover fees only and does not impact schedule.

Other documentation required in connection with this Change Order Request pursuant to Section 9.2.1 is set forth in Exhibit B of this Change Order Request.

The services described in this Change Order Request shall not form part of the Work to be performed under the Agreement and no extension of the Approved Project Schedule described herein shall be authorized unless and until a Change Order is executed by Owner approving such services and/or Approved Project Schedule extension, and is subject to all terms and conditions of the Agreement.

[SIGNATURE PAGE FOLLOWS]

Change Order Request No. 32 is executed this 14<sup>th</sup> day of November, 2022.

**BURNS & MCDONNELL ENGINEERING, INC.**

By: 

Name: Mike Zakar

Title: Director – Industrial Electrical

**Exhibit A**  
**Contractor's Direct Costs**

- The costs for port duties are provided below with invoices provided in Exhibit B.

<b>Breakout of Costs - 12 Transformers</b>	
DHS Entry Summary - Port Duties	\$ 151,626.85
ISF Charge	\$ 75.00
Customs Clearances	\$ 125.00
<b>TOTAL</b>	<b>\$ 151,826.85</b>

**Exhibit B**  
**Other Required Information and Documentation**

- 1) Invoices from Department of Homeland Security.

# HLI LOGISTICS, LLC

1250 LIBERTY AVENUE HILLSIDE, NJ 07205

FMC # 024382NF

908-258-0421

908-258-0468



E-mail: UTE@HLILOG.COM

**INVOICE**

<b>BILL TO</b>	<b>DATE</b>	<b>INVOICE #</b>
MARS TRANSFORMERS, LLC 4155 S MAIN ST PEARLAND, TX 77581	11/01/22	104016904-01
<b>TERMS</b>		
NET 5 DAYS		
<b>DUE DATE</b>		<b>HLI REF #</b>
11/06/22		104016904
<b>MAWB / MBL #</b>	<b>DESCRIPTION OF CHARGES</b>	
OOLU2704395840	<b>AMOUNT</b>	
<b>HAWB / HBL #</b>	ISF CHARGE	\$75.00
<b>PIECES / WEIGHT / DIMS</b>	CUSTOMS CLEARANCES	\$125.00
12 79800K	ESTIMATED DUTIES	\$151,626.85
<b>VESSEL / FLIGHT</b>	COSCO ISTANBUL / 057E	
<b>DEPARTURE / DATE ARRIVED</b>	10/02/2022 / 11/02/2022	
<b>YOUR REFERENCE</b>		
<b>SHIPPER</b>	DB TRANSFORMER	
<b>REMARKS</b>	TCLU7147563\40OPEN, TEXU1505172\40OPEN, TCLU772150\40OPEN, TCLU7094782\40OPEN	
<b>SHIP TO ADDRESS / CONSIGNEE</b>	MARS TRANSFORMERS, LLC 4155 S MAIN ST PEARLAND, TX 77581	
<b>OUR CONTACT: JAN SCHULTES</b>	<b>TOTAL CHARGES DUE: USD\$151,826.85</b>	
WIRE TRANSFERS: Bank of America 300 Broad Hollow Road Melville, NY 11742 Contact: Reid Sessa: 616-847-6113 Account Name: HLI Logistics, LLC - Deposit Account # [REDACTED] ABA # for wires: [REDACTED] ABA # for ACH: [REDACTED] SWIFT for int'l wires: [REDACTED]	<b>REMITTANCE ADDRESS FOR CHECKS:</b>  HLI Logistics, LLC 65-01 Fresh Meadow Lane Fresh Meadows, NY 11365	



**DEPARTMENT OF HOMELAND SECURITY**  
U.S. Customs and Border Protection

OMB APPROVAL NO. 1651-0022  
EXPIRATION DATE 01/31/2021

**ENTRY SUMMARY**

Summary Status

Team

GEZ

1. Filer Code/Entry Number AZ2-5029762-9	2. Entry Type 01 ABI/A	3. Summary Date 11/15/22	4. Surety Number 050	5. Bond Type 8	6. Port Code 5301	7. Entry Date 11/03/2022	
8. Importing Carrier COSCO ISTANBUL (OOLU)		9. Mode Of Transport 11		10. Country of Origin CN		11. Import Date 11/01/2022	
12. B/L or AWB Number OOLU2704395840		13. Manufacturer ID CNBEIDAE2707CHA		14. Exporting Country CN		15. Export Date 10/02/2022	
16. I.T. Number	17. I.T. Date		18. Missing Docs	19. Foreign Port of Lading 57035		20. U.S. Port of Unlading 5301	
21. Location of Goods/G.O. Number S787/PORT OF HOUSTON AUTH		22. Consignee Number SAME		23. Importer Number 85-407149600		24. Reference Number	
25. Ultimate Consignee Name (Last, First, M.I.) and Address  City State TX Zip				26. Importer of Record Name (Last, First, M.I.) and Address MARS TRANSFORMER LLC 4155 S MAIN ST  City PEARLAND State TX Zip 77581			
27 Line No.	28. Description of Merchandise			32.	33.		
	29. A. HTSUS Number B. ADA/CVD Number		30. A. Gross Weight B. Manifest Qty.	31. Net Quantity in HTSUS Units	A. Entered Value B. CHGS C. Relationship	B. HTSUS Rate C. IRC Rate D. Visa Number	34. Duty and I.R. Tax  Dollars Cents
001	I.T. DATE I.T. NO.		MASTER BILL/AWB OOLU2704395840	HOUSE BILL TSIJSHHY22090054	SUBHOUSE BILL		BILL QTY 12 PKG
	Invoice Number 001/DAELIMM22036-7A ARTICLE OF CHINA,US NTE 20(A) 9903.88.01 79800 KG				N 0 C20000	25%	150,300.00
	LQ DIELEC TRANS,2500<X<=10 8504.22.0080 12.00 NO				601,200	Free	0.00
	499 MERCHANDISE PROCESSING FEE (MPF) 501 HARBOR MAINTENANCE FEE (HMF)					0.3464% 0.125%	2,082.56 751.50
Invoice Number 001/DAELIMM22036-7A Invoice Value USD 601,200.00 Total Entered Value (Invoice) 601,200.00							
Other Fee Summary for Block 39		35. Total Entered Value		<b>CBP USE ONLY</b>		<b>TOTALS</b>	
501 Harbor Maintenance Fee \$751.50		\$601,200.00		A. LIQ CODE	B. Ascertained Duty	37. Duty	
499 Merchandise Processing Fee \$575.35		Total Other Fees		REASON CODE	C. Ascertained Tax	38. Tax	
		\$1,326.85			D. Ascertained Other	39. Other	
36. DECLARATION OF IMPORTER OF RECORD (OWNER OR PURCHASER) OR AUTHORIZED AGENT					E. Ascertained Total	40. Total	
I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed.						151,626.85	
I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.							
41. DECLARANT NAME (LAST, FIRST, M.I.) OIA GLOBAL		TITLE ATTY-IN-FACT		SIGNATURE Sean Dunne		DATE 11/14/2022	
42. Broker/Filer Information Name (Last, First, M.I.) and Phone Number OIA GLOBAL 2345 VAUXHALL RD, UNION, NJ 07083 PHONE: +19083513400 FAX: +19082892490				43. Broker/Importer File Number B00107052 / Ref: 10-40-16904			

DEPARTMENT OF HOMELAND SECURITY

U.S. Customs and Border Protection

**ENTRY/IMMEDIATE DELIVERY**

19 CFR 142.3, 142.16, 142.22, 142.24

OIA GLOBAL

2345 VAUXHALL RD, UNION, NJ 07083

PHONE: +19083513400 FAX: +19082892490

Filer Code: AZ2

ABI Certified

CST# GEZ

Form Approved

OMB No. 1651-0024

Exp. 08-31-2018

Cond. Release: Gen. Exam  
RELEASED

1. ARRIVAL DATE 11/01/22		2. ELECTED ENTRY DATE 11/03/2022		3. ENTRY TYPE CODE/NAME 01 Consumption-Free and Du		4. ENTRY NUMBER AZ2-5029762-9	
5. PORT 5301		6. SINGLE TRANS. BOND		7. BROKER/IMPORTER FILE NUMBER B00107052/10-40-16904			
		8. CONSIGNEE NUMBER 85-407149600				9. IMPORTER NUMBER 85-407149600	
10. CONSIGNEE/ULTIMATE CONSIGNEE NAME MARS TRANSFORMER LLC 4155 S MAIN ST PEARLAND TX 77581 US				11. IMPORTER OF RECORD NAME MARS TRANSFORMER LLC 4155 S MAIN ST PEARLAND TX 77581 US			
12. CARRIER CODE OOLU		13. VOYAGE/FLIGHT/TRIP 057E		14. LOCATION OF GOODS-CODE(S)/NAME(S) S787 PORT OF HOUSTON AUTHORITY BARBOURS 1515 E BARBOURS CUT BLVD LA PORTE TX 775713015			
15. VESSEL CODE/NAME COSCO ISTANBUL							
16. U.S. PORT OF UNLADING 5301		17. MANIFEST NUMBER		18. G.O. NUMBER		19. TOTAL VALUE 601,200	
20. DESCRIPTION OF MERCHANDISE TRANSFORMER							
21. IT/BL/ AWB CODE		22. IT/BL/AWB NO.		23. MANIFEST QUANTITY		24. H.S. NUMBER	
M (57035) H		OOLU2704395840 TSIJSHHY22090054		12 PKG		99038801 8504220080	
						25. COUNTRY OF ORIGIN CN CN	
						26. MANUFACTURER NO. CNBEIDAE2707CHA CNBEIDAE2707CHA	

**27. CERTIFICATION**

**28. CBP USE ONLY**

I hereby make application for entry/immediate delivery. I certify that the above information is accurate, the bond is sufficient, valid, and current, and that all requirements of 19 CFR Part 142 have been met.

SIGNATURE OF APPLICANT OIA GLOBAL

**X** ATTY-IN-FACT

Sean Dunne

PHONE NO. DATE  
+19083513400 FAX: +19082892490 11/14/22

29. BROKER OR OTHER GOVT. AGENCY USE

Containers: TCLU7147563, TEXU1505172, TCLU7072150, TCLU7094782

OTHER AGENCY ACTION REQUIRED, NAMELY:

CBP EXAMINATION REQUIRED.

ENTRY REJECTED, BECAUSE:

DELIVERY AUTHORIZED:	SIGNATURE	DATE
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Signature:

Paperwork Reduction Act Statement: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0024. The estimated average time to complete this application is 15 minutes. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, Office of Regulations and Rulings, 799 9th Street, NW., Washington DC 20229.

**APPENDIX Q-1  
FORM OF CONTRACTOR CHANGE ORDER REQUEST**

**Temple Data Center**

Change Order Request No. 34

Contractor hereby submits a Change Order Request, as of 01/27/2023, pursuant to Section 9.2.1 of that certain ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT by and between BURNS & MCDONNELL ENGINEERING COMPANY, INC. (“**Contractor**”) and Temple Green Data LLC (“**Owner**”) dated 9/17/21 (the “**Agreement**”). Contractor encountered the circumstances set forth at paragraph (1) below which necessitate a Change in accordance with Section 9.2.1.1 of the Agreement. Contractor hereby acknowledges that the Change requested herein must first be approved by Owner pursuant to a Change Order, and any work outside the Work defined in the Agreement performed by Contractor prior to Contractor’s receipt of a Change Order from Owner will be at Contractor’s sole risk and expense. Terms used and not defined herein shall have the meanings set forth in the Agreement.

- 1) Circumstances necessitating a Change as described in Section 9.2.1.1:
  - a. The pricing for the Daelim transformers as quoted by Mars Transformers excluded costs for tariffs, fees and duties.
  - b. These costs are billed by Mars Transformers to Burns & McDonnell at cost with no markup or contingency after they receive the transformers in the U.S. and pay an invoice from the Department of Homeland Security.
  - c. These costs were excluded from pricing provided by Burns & McDonnell to Rowan.
  - d. This was noted to Rowan via e-mail on March 11, 2022, with the email specifically stating that these duties would be handled via a future change order.
  - e. Previously Burns & McDonnell received the transformers and invoicing from Mars Transformers and issued Change Orders 29 and 32 covering the Tariffs and Duties for Transformers 1 – 18.
  - f. This change order is for the remaining units 19 – 45 which have been received and invoiced from Mars Transformers for the Tariffs and Duties.
  - g. This Change Order covers all Tariffs and Port Duties for the remaining 27 transformers. Combined with Change Orders 29 and 32 this change order covers the tariffs and duties for all 45 transformers.
  
- 2) Requested Change in the Work:
  - a. This Change Order covers the costs for Tariffs, Duties and Port Fees for the remaining 27 Daelim transformers.
  - b. No further invoices for Tariffs, Duties and Port Fees are expected.
  
- 3) Impact of this requested Change to the Contract Price:
  - a. The costs for the port duties, fees and tariffs are pass through costs to Rowan at no markup or fee from either Mars Transformers or Burns & McDonnell.
  - b. The invoices from the Department of Homeland Security are attached in Exhibit B.



Contractor's Direct Costs related to this requested Change in the Work to be listed on Exhibit A.

- 4) Impact of this requested Change to Approved Project Schedule:
  - a. This change order is to cover fees only.

Other documentation required in connection with this Change Order Request pursuant to Section 9.2.1 is set forth in Exhibit B of this Change Order Request.

The services described in this Change Order Request shall not form part of the Work to be performed under the Agreement and no extension of the Approved Project Schedule described herein shall be authorized unless and until a Change Order is executed by Owner approving such services and/or Approved Project Schedule extension, and is subject to all terms and conditions of the Agreement.

[SIGNATURE PAGE FOLLOWS]

Change Order Request No. 34 is executed this 27<sup>th</sup> day of January, 2023.

**BURNS & MCDONNELL ENGINEERING, INC.**

By: 

Name: Mike Zakar

Title: Director – Industrial Electrical

**Exhibit A**  
**Contractor's Direct Costs**

- The costs for port duties are provided below with invoices provided in Exhibit B.

<b>Transformers 19 - 30</b>	
DHS Entry Summary - Port Duties	\$ 151,626.85
ISF Charge	\$ -
Customs Clearances	\$ -
<b>TOTAL</b>	<b>\$ 151,626.85</b>
<b>Transformers 31 - 45</b>	
DHS Entry Summary - Port Duties	\$ 169,553.54
ISF Charge	\$ 75.00
Customs Clearances	\$ 125.00
<b>TOTAL</b>	<b>\$ 169,753.54</b>
<b>Total Transformers 19 - 45</b>	
DHS Entry Summary - Port Duties	\$ 321,180.39
ISF Charge	\$ 75.00
Customs Clearances	\$ 125.00
<b>TOTAL</b>	<b>\$ 321,380.39</b>

**Exhibit B**  
**Other Required Information and Documentation**

- 1) Invoices from Department of Homeland Security.



**DEPARTMENT OF HOMELAND SECURITY**  
U.S. Customs and Border Protection

OMB APPROVAL NO. 1651-0022  
EXPIRATION DATE 01/31/2021

**ENTRY SUMMARY**

Summary Status  
Team GEZ

1. Filer Code/Entry Number AZ2-5030766-7		2. Entry Type 01		3. Summary Date		4. Surety Number 846		5. Bond Type 8		6. Port Code 5301		7. Entry Date			
8. Importing Carrier APL TURKEY (OOLU)				9. Mode Of Transport 11				10. Country of Origin CN				11. Import Date 12/10/2022			
12. B/L or AWB Number OOLU2708666230				13. Manufacturer ID CNBEIDAE2707CHA				14. Exporting Country CN				15. Export Date 11/04/2022			
16. I.T. Number		17. I.T. Date		18. Missing Docs		19. Foreign Port of Lading 57035		20. U.S. Port of Unlading 5301							
21. Location of Goods/G.O. Number V136/BAYPORT CONTAINER TE				22. Consignee Number SAME				23. Importer Number 85-407149600		24. Reference Number					
25. Ultimate Consignee Name (Last, First, M.I.) and Address  City State TX Zip								26. Importer of Record Name (Last, First, M.I.) and Address MARS TRANSFORMER LLC 4155 S MAIN ST  City PEARLAND State TX Zip 77581							
27 Line No.	28. Description of Merchandise						32.		33.		34. Duty and I.R. Tax				
	29. A. HTSUS Number B. ADA/CVD Number		30. A. Gross Weight B. Manifest Qty.		31. Net Quantity in HTSUS Units		A. Entered Value B. CHGS C. Relationship		A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa Number		Dollars		Cents		
001	I.T. DATE I.T. NO.		MASTER BILL/AWB		HOUSE BILL		SUBHOUSE BILL		BILL QTY						
			OOLU2708666230		TSIJSHHY22100043				12 PK						
	Invoice Number 001/DAELIMM22036-7B						N								
ARTICLE OF CHINA,US NTE 20(A)		79800 KG				0		25%		150,300.00					
9903.88.01						C20000									
LQ DIELEC TRANS,2500<X<=10				12 NO		601,200		Free		0.00					
8504.22.0080								0.3464%		2,082.56					
499 MERCHANDISE PROCESSING FEE (MPF)								0.125%		751.50					
501 HARBOR MAINTENANCE FEE (HMF)															
Invoice Number 001/DAELIMM22036-7B															
Invoice Value USD 601,200.00															
Total Entered Value (Invoice) 601,200.00															
Other Fee Summary for Block 39				35. Total Entered Value				<b>CBP USE ONLY</b>				<b>TOTALS</b>			
499 Merchandise Processing Fee \$575.35				\$601,200.00		A. LIQ CODE		B. Ascertained Duty		37. Duty					
501 Harbor Maintenance Fee \$751.50				Total Other Fees		REASON CODE		C. Ascertained Tax		150300.00					
				\$1,326.85				D. Ascertained Other		38. Tax					
								E. Ascertained Total		39. Other					
										1,326.85					
										40. Total					
										151,626.85					
36. DECLARATION OF IMPORTER OF RECORD (OWNER OR PURCHASER) OR AUTHORIZED AGENT															
I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed.															
I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.															
41. DECLARANT NAME (LAST, FIRST, M.I.) OIA GLOBAL				TITLE ATTY-IN-FACT				SIGNATURE Charles Harder				DATE 01/12/2023			
42. Broker/Filer Information Name (Last, First, M.I.) and Phone Number OIA GLOBAL 2345 VAUXHALL RD, UNION, NJ 07083 PHONE: +19083513400 FAX: +19082892490								43. Broker/Importer File Number B00107152 / Ref: 10-40-17121							



**DEPARTMENT OF HOMELAND SECURITY**  
U.S. Customs and Border Protection

OMB APPROVAL NO. 1651-0022  
EXPIRATION DATE 01/31/2021

**ENTRY SUMMARY**

Summary Status

Team

GEZ

1. Filer Code/Entry Number AZ2-5031046-3	2. Entry Type 01 ABI/A	3. Summary Date 12/27/22	4. Surety Number 846	5. Bond Type 8	6. Port Code 5301	7. Entry Date 12/15/2022		
8. Importing Carrier XIN WEI HAI (OOLU)		9. Mode Of Transport 11		10. Country of Origin CN		11. Import Date 12/16/2022		
12. B/L or AWB Number OOLU2137292200		13. Manufacturer ID CNBEIDAE2707CHA		14. Exporting Country CN		15. Export Date 11/14/2022		
16. I.T. Number	17. I.T. Date		18. Missing Docs		19. Foreign Port of Lading 57035	20. U.S. Port of Unlading 5301		
21. Location of Goods/G.O. Number S787/PORT OF HOUSTON AUTH		22. Consignee Number SAME		23. Importer Number 85-407149600		24. Reference Number		
25. Ultimate Consignee Name (Last, First, M.I.) and Address  City State TX Zip				26. Importer of Record Name (Last, First, M.I.) and Address MARS TRANSFORMER LLC 4155 S MAIN ST  City PEARLAND State TX Zip 77581				
27 Line No.	28. Description of Merchandise			32.	33.		34.	
	29. A. HTSUS Number B. ADA/CVD Number		30. A. Gross Weight B. Manifest Qty.	31. Net Quantity in HTSUS Units	A. Entered Value B. CHGS C. Relationship	A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa Number	Duty and I.R. Tax  Dollars Cents	
001	I.T. DATE I.T. NO.		MASTER BILL/AWB	HOUSE BILL	SUBHOUSE BILL		BILL QTY	
			OOLU2137292200	SJIFYH22110326			15 PK	
002	Invoice Number 001/DAELIMM22036-7C				N			
	ARTICLE OF CHINA,US NTE 20(A) 9903.88.01		63877 KG		0		25%	125,250.00
002	LQ DIELEC TRANS,2500<X<=10 8504.22.0080		10.00 NO		501,000		Free	0.00
	499 MERCHANDISE PROCESSING FEE (MPF) 501 HARBOR MAINTENANCE FEE (HMF)						0.3464%	1,735.46
002	ARTICLE OF CHINA,US NTE 20(A) 9903.88.01		21873 KG		0		25%	42,887.50
	LQ DIELEC TRANSF,650<X<=25 8504.22.0040		5.00 NO		171,550		Free	0.00
Other Fee Summary (for Block 39)			35. Total Entered Value		<b>CBP USE ONLY</b>		<b>TOTALS</b>	
499 Merchandise Processing Fee \$575.35			\$672,550.00		A. LIQ CODE	B. Ascertained Duty	37. Duty	
501 Harbor Maintenance Fee \$840.69			Total Other Fees				168137.50	
			\$1,416.04		REASON CODE	C. Ascertained Tax	38. Tax	
36. DECLARATION OF IMPORTER OF RECORD (OWNER OR PURCHASER) OR AUTHORIZED AGENT					D. Ascertained Other		39. Other	
I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, <b>OR</b> <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, <b>OR</b> <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.					E. Ascertained Total		40. Total	
							169,553.54	
41. DECLARANT NAME (LAST, FIRST, M.I.) OIA GLOBAL			TITLE ATTY-IN-FACT	SIGNATURE Charles Harder		DATE 12/15/2022		
42. Broker/Filer Information Name (Last, First, M.I.) and Phone Number OIA GLOBAL 2345 VAUXHALL RD, UNION, NJ 07083 PHONE: +19083513400 FAX: +19082892490				43. Broker/Importer File Number B00107763 / Ref: 10-40-17188				



**DEPARTMENT OF HOMELAND SECURITY**  
U.S. Customs and Border Protection

**ENTRY SUMMARY CONTINUATION SHEET**

1. Filer Code/Entry Number AZ2-5031046-3								
27 Line No.	28. Description of Merchandise			32. A. Entered Value B. CHGS C. Relationship	33. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		34. Duty and I.R. Tax	
	29. A. HTSUS No. B. ADA/CVD No.	30. A. Gross Weight B. Manifest Qty.	31. Net Quantity in HTSUS Units		Dollars	Cents		
	499 MERCHANDISE PROCESSING FEE (MPF)				0.3464%		594.25	
	501 HARBOR MAINTENANCE FEE (HMF)				0.125%		214.44	
	Invoice Number 001/DAELIMM22036-7C							
	Invoice Value USD 672,550.00							
	Total Entered Value (Invoice) 672,550.00							

# HLI LOGISTICS, LLC

1250 LIBERTY AVENUE HILLSIDE, NJ 07205

FMC # 024382NF

908-258-0421

908-258-0468



E-mail: UTE@HLILOG.COM

**INVOICE**

<u>BILL TO</u>	<u>DATE</u>	<u>INVOICE #</u>
MARS TRANSFORMERS, LLC 4155 S MAIN ST PEARLAND, TX 77581	12/15/22	104017188-01
<u>TERMS</u>		
NET 5 DAYS		
<u>DUE DATE</u>		<u>HLI REF #</u>
12/20/23		104017188
<u>MAWB / MBL #</u>	<u>DESCRIPTION OF CHARGES</u>	<u>AMOUNT</u>
OOLU2137292200	ISF CHARGE	\$75.00
<u>HAWB / HBL #</u>	CUSTOMS CLEARANCES	\$125.00
<u>PIECES / WEIGHT / DIMS</u>	ESTIMATED DUTIES	\$169,553.54
0 OK		
<u>VESSEL / FLIGHT</u>		
XIN WEI HAI / 147E		
<u>DEPARTURE / DATE ARRIVED</u>		
11/14/2022 / 12/16/2022		
<u>YOUR REFERENCE</u>		
<u>SHIPPER</u>		
3L LEE MARK LOGISTICS LTD		
<u>REMARKS</u>		
CAXU5532951\40OPEN, CAXU5532592\40OPEN, CAXU5532838\40OPEN, CAXU5532993\40OPEN		
<u>SHIP TO ADDRESS / CONSIGNEE</u>		
MARS TRANSFORMERS, LLC 4155 S MAIN ST PEARLAND, TX 77581		
<b>OUR CONTACT: JAN SCHULTES</b>		
<u>WIRE TRANSFERS:</u> Bank of America 300 Broad Hollow Road Melville, NY 11742 Contact: Robert Cohen: 631-547-7707 Account Name: HLI Logistics, LLC - Deposit Account # [REDACTED] ABA # for wires [REDACTED] ABA # for ACH: [REDACTED] SWIFT for int'l wires: [REDACTED]		<b>TOTAL CHARGES DUE: USD\$169,753.54</b>
		<b>REMITTANCE ADDRESS FOR CHECKS:</b>  HLI Logistics, LLC 65-01 Fresh Meadow Lane Fresh Meadows, NY 11365

**APPENDIX Q-1  
FORM OF CONTRACTOR CHANGE ORDER REQUEST**

**Temple Data Center**

Change Order Request No. 38

Contractor hereby submits a Change Order Request, as of 04/04/2023, pursuant to Section 9.2.1 of that certain ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT by and between BURNS & MCDONNELL ENGINEERING COMPANY, INC. (“**Contractor**”) and Temple Green Data LLC (“**Owner**”) dated 9/17/21 (the “**Agreement**”). Contractor encountered the circumstances set forth at paragraph (1) below which necessitate a Change in accordance with Section 9.2.1.1 of the Agreement. Contractor hereby acknowledges that the Change requested herein must first be approved by Owner pursuant to a Change Order, and any work outside the Work defined in the Agreement performed by Contractor prior to Contractor’s receipt of a Change Order from Owner will be at Contractor’s sole risk and expense. Terms used and not defined herein shall have the meanings set forth in the Agreement.

- 1) Circumstances necessitating a Change as described in Section 9.2.1.1:
  - a. Per the agreement in Change Order 12, Burns & McDonnell is providing a credit for the delta in costs between the Daelim transformers and the ABB transformers.
  - b. This deductive change order is issued on the condition that Change Orders 29, 32, and 34 covering the costs of tariffs, fees and duties are fully approved.
  - c. Together with Change Order 12 and this change order, change orders 29, 32, and 34 fully detail the costs of purchasing (40) 2.6MVA and (5) 1000KVA Daelim transformers to install on the project instead of (40) 2.6MVA and (5) 1000KVA ABB transformers and continuing with the purchase and turn over to Rowan of (40) 2.6MVA and (5) 1000KVA ABB transformers.
  
- 2) Requested Change in the Work:
  - a. This change order provides a deduct to the contract price for the difference in the pricing between the Daelim and ABB Transformers as detailed in the table below and in the attachments included in Exhibit B.
  - b. No further change orders shall be issued for the exchange of ABB and Daelim transformers. All costs have been incurred and are covered in Change Orders 12, 29, 32, 34 and this change order.
  - c. All pricing noted is at cost with no fee or contingency added.

DAELIM vs ABB DEDUCT (NO DUTIES OR FEES)							
Transformer	DAELIM Transformers			ABB			METRICS
	Base Costs			Base Costs			
Type	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	DELTA
2.6MVA Transformer	40	\$ 66,250.00	\$ 2,650,000.00	40	\$ 84,989.00	\$ 3,399,560.00	\$ (749,560.00)
1000KVA Transformers	5	\$ 52,050.00	\$ 260,250.00	5	\$ 62,024.54	\$ 310,122.70	\$ (49,872.70)
<b>Total</b>	<b>45</b>		<b>\$ 2,910,250.00</b>	<b>45</b>		<b>\$ 3,709,682.70</b>	<b>\$ (799,432.70)</b>
<b>Fuses</b>							
Type	Qty	Unit	Total Cost	Qty	Unit	Total Cost	
2.6MVA Transformer	40	\$ 2,650.00	\$ 106,000.00	40	\$ -	\$ -	\$ 106,000.00
1000KVA Transformers	5	\$ -	\$ -	5	\$ -	\$ -	\$ -
<b>Total</b>	<b>45</b>		<b>\$ 106,000.00</b>	<b>45</b>		<b>\$ -</b>	<b>\$ 106,000.00</b>
<b>Shipping Costs</b>							
Type	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	
2.6MVA Transformer	40	\$ 13,954.50	\$ 558,180.00	40	\$ -	\$ -	\$ 558,180.00
1000KVA Transformers	5	\$ 13,954.50	\$ 69,772.50	5	\$ -	\$ -	\$ 69,772.50
<b>Total</b>	<b>45</b>		<b>\$ 627,952.50</b>	<b>45</b>		<b>\$ -</b>	<b>\$ 627,952.50</b>
<b>TOTAL COSTS (No Fees or Duties)</b>				<b>TOTAL COSTS</b>			
Type	Qty	Unit Cost	Total Cost	Qty	Unit Cost	Total Cost	
2.6MVA Transformer	40	\$ 82,854.50	\$ 3,314,180.00	40	\$ 84,989.00	\$ 3,399,560.00	\$ (85,380.00)
1000KVA Transformers	5	\$ 66,004.50	\$ 330,022.50	5	\$ 62,024.54	\$ 310,122.70	\$ 19,899.80
<b>Total</b>	<b>45</b>		<b>\$ 3,644,202.50</b>	<b>45</b>		<b>\$ 3,709,682.70</b>	<b>\$ (65,480.20)</b>

- 3) Impact of this requested Change to the Contract Price:
- This deduct reflects the cost difference between (45) ABB and Daelim transformers as noted in the table above.
  - This deductive change order is contingent on approval of Change Orders 29, 32, and 34.

Contractor's Direct Costs related to this requested Change in the Work to be listed on Exhibit A.

- 4) Impact of this requested Change to Approved Project Schedule:
- This change order is to reconcile pricing between the ABB and Daelim Transformers.

Other documentation required in connection with this Change Order Request pursuant to Section 9.2.1 is set forth in Exhibit B of this Change Order Request.

The services described in this Change Order Request shall not form part of the Work to be performed under the Agreement and no extension of the Approved Project Schedule described herein shall be authorized unless and until a Change Order is executed by Owner approving such services and/or Approved Project Schedule extension, and is subject to all terms and conditions of the Agreement.

[SIGNATURE PAGE FOLLOWS]

Change Order Request No. 38 is executed this 4<sup>th</sup> day of April, 2023.

**BURNS & MCDONNELL ENGINEERING, INC.**

By: 

Name: Mike Zakar

Title: Director – Industrial Electrical

**Exhibit A**  
**Contractor's Direct Costs**

- The cost table is provided in Section 2.c. above.

**Exhibit B**  
**Other Required Information and Documentation**

- 1) Daelim Purchase Order
- 2) Abb Purchase Order

**Burns & McDonnell Engineering Company, Inc**  
 9400 Ward Parkway  
 Kansas City, MO - 64114  
 816-333-9400  
 Fax: 816-333-3690



Supplier: **MARS TRANSFORMERS LLC** Ship To: **2810 Bob White Rd**  
**2257 STEVENS DR** Temple, TX 76501  
**PEARLAND, TX 77581** United States  
 United States

Bill To: **Email:**  
**supplierinvoices@burnsmcd.com**  
**PO Box 219308**  
**Kansas City, MO 64121-9308**  
**United States**

Type	Standard Purchase Order
Order	196013
Revision	10
Order Date	25-MAR-22
Created By	Jordan Neill
Revision Date	13-FEB-2023
Current Buyer	Stacey Thomas

Contact:

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	Delivery Terms	Ship Via
	72038	NET 30 DAYS	Prepaid & Add	DDP Destination	TRUCK
Supplier Contact/Telephone/Fax/Email					
Requester/Deliver To					
Bill Mars (660) 287-5327 bmars@marstransformers.com					

**Notes:** Revision 10 issued to add line 13 for the balance of duties for Units 19-30 per Invoice 21625.

Revision 10 Adder: \$75,325.75

Revision 9 issued to add line item 12 for the duties cost for Units 31-45 per Invoice 21604.

Revision 9 Adder: \$169,753.54

Revision 8 issued to add line item 11 for the duties cost for Units 19-30 per Invoice 21592.

Revision 8 Adder: \$76,301.10

Revision 7 issued to add line item 10 for the freight cost for Units 19-45 per Invoice 21572.

MARS TRANSFORMERS LLC

Burns & McDonnell Engineering Company, Inc

Accepted by: \_\_\_\_\_  
 Authorized Representative

*Stacey Thomas*

Date: 2/20/23

Revision 7 Adder: \$376,771.50

Revision 6 issued to add line item 9 for the duties cost for Units 7-18 per Invoice 21568.

Revision 6 Adder: \$151,826.85

Revision 5 issued to add line item 8 for the duties cost for Units 1-6 per Invoice 21543.

Revision 5 Adder: \$76,301.10

Revision 4 issued to add line item 7 for the shipping cost for Units 7-18 per Invoice 21515.

Revision 4 Adder: \$167,454.00

Revision 3 is to add line item 6 for the shipping cost for Units 1-6 per Invoice 21508.

Revision 3 Adder: \$83,727.00

Revision 2 is to add line item 5 for 140A fuses on the 2600kVA units.

Revision 2: \$106,000.00

Supplier must obtain current information from BMcD for the site contact and correct address before material is ready to ship. Please do not list the below contact as the site contact for delivery trucks

PURCHASE ORDER CORRESPONDENCE:

All correspondence regarding this award shall include purchase order number and sufficient other information to assure quick and easy reference, and shall be addressed to one of the following contacts:

Commercial Inquiries shall be directed to:

Attn: Jordan Neill  
Phone: (346) 327-1344  
Email: jtnNeill@burnsmcd.com

All Expediting, Documentation, Technical Inquiries and shipping shall be directed to:

Attn: Brandi Courtney

Phone: (346) 266-2761

Email: [bncourtney@burnsmcd.com](mailto:bncourtney@burnsmcd.com)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

Line	Part Number / Description	Delivery Date/Time	Quantity	Unit	Price (USD)	Tax	Amount (USD)	Project-Task/Account Number	Req.
1	2600kVA 34.5kV Delta / 416/240V Wye Loop Feed Padmount Transformers per attached drawings Transformers shall be supplied with FR3 Oil already installed in the units upon arrival.  Ship To: Address at top of page 1 Deliver To: (40.00)		40.00	Each	66,250.00	N	2,650,000.00	137656-7CDB-HOU.03 003.003.321.372.5221	
2	1000kVA 34.5kV Delta / 480/277V Wye Padmount Transformers per attached drawings  Transformers shall be supplied with FR3 Oil already installed in the units upon arrival.  Ship To: Address at top of page 1 Deliver To: (5.00)		5.00	Each	52,050.00	N	260,250.00	137656-7CDB-HOU.03 003.003.321.372.5221	
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
5	Adder for 140A fuses on the 2600kVA units (Line Item 1)  Ship To:		40.00	Each	2,650.00	N	106,000.00		

Line	Part Number / Description	Delivery Date/Time	Quantity	Unit	Price (USD)	Tax	Amount (USD)	Project-Task/Account Number	Req.
	Address at top of page 1								
	Deliver To: (40.00)								
6	Freight cost for shipping two (2) 40' Open Top Container, each containing three units. \$41,863.50 each. Shipping of units 1-6. Per Invoice # 21508, dated 8/31/2022.								
	Ship To: Address at top of page 1								
	Deliver To: (83,727.00)								
					N		83,727.00	137656-7CDB-HOU.03 003.003.321.372.5221	
7	Freight cost for shipping four (4) 40' Open Top Container, each containing three units. \$41,863.50 each. Shipping of units 7-18. Per Invoice # 21515, dated 9/14/2022.								
	Ship To: Address at top of page 1								
	Deliver To: (167,454.00)								
					N		167,454.00	137656-7CDB-HOU.03 003.003.321.372.5221	
8	Duties for Units 1-6 (2600kVA Padmount Transformers) per Invoice 21543								
	Ship To: Address at top of page 1								
	Deliver To: (76,301.10)								
					N		76,301.10	137656-7CDB-HOU.03 003.003.321.372.5221	
9	Duties for Units 7-18 (2600kVA Padmount Transformers) per Invoice 21568								
	Ship To: Address at top of page 1								
	Deliver To: (151,826.85)								
					N		151,826.85	137656-7CDB-HOU.03 003.003.321.372.5221	
10	Freight cost for shipping units 19-45 per Invoice 21572								
	Ship To: Address at top of page 1								
	Deliver To: (376,771.50)								
					N		376,771.50	137656-7CDB-HOU.03 003.003.321.372.5221	

Line	Part Number / Description	Delivery Date/Time	Quantity	Unit	Price (USD)	Tax	Amount (USD)	Project-Task/Account Number	Req.
11	Duties for Units 19-30 (2600kVA Padmount Transformers) per Invoice 21592 Ship To: Address at top of page 1 Deliver To: (76,301.10)				N		76,301.10	137656-7CDB-HOU.03 003.003.321.372.5221	
12	Duties for Units 31-45 (2600kVA Padmount Transformers) per Invoice 21604 Ship To: Address at top of page 1 Deliver To: (169,753.54)				N		169,753.54	137656-7CDB-HOU.03 003.003.321.372.5221	
13	Balance of Duties for Units 19-30 (2600kVA Padmount Transformers) per Invoice 21625 Ship To: Address at top of page 1 Deliver To: (75,325.75)				N		75,325.75	137656-7CDB-HOU.03 003.003.321.372.5221	

**Burns & McDonnell Engineering Company, Inc**  
 9400 Ward Parkway  
 Kansas City, MO - 64114  
 816-333-9400  
 Fax: 816-333-3690



Supplier: **EATON CORPORATION**  
 1000 CHERRINGTON PKWY  
 MOON TOWNSHIP, PA 15108  
 United States

Ship To: **2810 Bob White Rd**  
 Temple, TX 76501  
 United States

Bill To: **Email:**  
 supplierinvoices@burnsmcd.com  
 PO Box 219308  
 Kansas City, MO 64121-9308  
 United States

Type	Standard Purchase Order
Order	186961
Revision	3
Order Date	22-SEP-21
Created By	Jordan Neill
Revision Date	07-FEB-2023
Current Buyer	Stacey Thomas

Contact:

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	Delivery Terms	Ship Via
	14620	NET 45 DAYS	Freight Allowed	DDP Destination	TRUCK
Supplier Contact/Telephone/Fax/Email					
Requester/Deliver To					
PATRICK MONTANARI					
Patrick.Montanari@Eaton.com					

**Notes:** Except as otherwise modified herein this Purchase Order is issued in accordance with the Master Purchase Agreement No. 157988.0 dated October 14, 2020.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EATON CORPORATION

Burns & McDonnell Engineering Company, Inc

Accepted by: \_\_\_\_\_  
 Authorized Representative

*Stacey Thomas*

Date: \_\_\_\_\_

Date: 2/8/2023

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Line	Part Number / Description	Delivery Date/Time	Quantity	Unit	Price (USD)	Tax	Amount (USD)	Project-Task/Account Number	Req.
1	2600KVA 34.5kV to 416Y/240V Delta-Wye Transformer per technical specification		88.00	Each	84,989.00	N	7,479,032.00		
	Ship To: Address at top of page 1					N			
	Deliver To: (88.00)							137656-7CDB-HOU.03 003.003.321.372.5221	
2	1000KVA 34.5kV to 480Y/277V Delta-Wye Transformer per technical specification		12.00	Each	62,024.54	N	744,294.48		
	Ship To: Address at top of page 1					N			
	Deliver To: (12.00)							137656-7CDB-HOU.03 003.003.321.372.5221	
	[REDACTED]								
	[REDACTED]								

Line	Part Number / Description	Delivery Date/Time	Quantity	Unit	Price (USD)	Tax	Amount (USD)	Project-Task/Account Number	Req.
	[REDACTED]		[REDACTED]		[REDACTED]				
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								


**APPENDIX Q-1  
FORM OF CONTRACTOR CHANGE ORDER REQUEST**

**Temple Data Center**

Change Order Request No. 29

Contractor hereby submits a Change Order Request, as of 10/14/2022, pursuant to Section 9.2.1 of that certain ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT by and between BURNS & MCDONNELL ENGINEERING COMPANY, INC. (“**Contractor**”) and Temple Green Data LLC (“**Owner**”) dated 9/17/21 (the “**Agreement**”). Contractor encountered the circumstances set forth at paragraph (1) below which necessitate a Change in accordance with Section 9.2.1.1 of the Agreement. Contractor hereby acknowledges that the Change requested herein must first be approved by Owner pursuant to a Change Order, and any work outside the Work defined in the Agreement performed by Contractor prior to Contractor’s receipt of a Change Order from Owner will be at Contractor’s sole risk and expense. Terms used and not defined herein shall have the meanings set forth in the Agreement.

- 1) Circumstances necessitating a Change as described in Section 9.2.1.1:
  - a. The pricing for the Daelim transformers as quoted by Mars Transformers excluded costs for tariffs, fees and duties.
  - b. These costs are billed by Mars Transformers to Burns & McDonnell at cost with no markup or contingency after they receive the transformers in the U.S. and pay an invoice from the Department of Homeland Security.
  - c. These costs were excluded from pricing provided by Burns & McDonnell to Rowan.
  - d. This was noted to Rowan via e-mail on March 11, 2022, with the email specifically stating that these duties would be handled via a future change order.
  - e. With receipt of the first 6 Daelim transformers we have been billed for the port duties, fees and tariffs for the first 6 transformers by Mars Transformers.
  - f. This change order covers the costs for the first 6 Daelim transformers only.
  
- 2) Requested Change in the Work:
  - a. This Change Order covers the costs for Tariff’s, Duties and Port Fee’s for the first 6 Daelim transformers.
  - b. It does not cover the costs of the remaining 39 transformers.
  
- 3) Impact of this requested Change to the Contract Price:
  - a. The costs for the port duties, fees and tariffs are pass through costs to Rowan at no markup or fee from either Mars Transformers or Burns & McDonnell.
  - b. The invoices from the Department of Homeland Security are attached in Exhibit B.



Contractor's Direct Costs related to this requested Change in the Work to be listed on Exhibit A.

4) Impact of this requested Change to Approved Project Schedule:

a. This change order is to cover fees only and does not impact schedule.

Other documentation required in connection with this Change Order Request pursuant to Section 9.2.1 is set forth in Exhibit B, C and D of this Change Order Request.

The services described in this Change Order Request shall not form part of the Work to be performed under the Agreement and no extension of the Approved Project Schedule described herein shall be authorized unless and until a Change Order is executed by Owner approving such services and/or Approved Project Schedule extension, and is subject to all terms and conditions of the Agreement.

[SIGNATURE PAGE FOLLOWS]

Change Order Request No. 29 is executed this 14<sup>th</sup> day of October, 2022.

**BURNS & MCDONNELL ENGINEERING, INC.**

By: 

Name: Mike Zakar

Title: Director – Industrial Electrical

**Exhibit A**  
**Contractor's Direct Costs**

- The costs for port duties are provided below with invoices provided in Exhibit B.

<b>Breakout of Costs - 6 Transformers</b>	
DHS Entry Summary - Port Duties	\$76,101.10
ISF Charge	\$ 75.00
Customs Clearances	\$ 125.00
<b>TOTAL</b>	<b>\$76,301.10</b>

**Exhibit B**  
**Other Required Information and Documentation**

- 1) Invoices from Department of Homeland Security.



**DEPARTMENT OF HOMELAND SECURITY**  
U.S. Customs and Border Protection

OMB APPROVAL NO. 1651-0022  
EXPIRATION DATE 01/31/2021

**ENTRY SUMMARY**

Summary Status  
Team

1. Filer Code/Entry Number AZ2-5028735-6		2. Entry Type 01		3. Summary Date		4. Surety Number 050		5. Bond Type 8		6. Port Code 5301		7. Entry Date			
8. Importing Carrier XIN NAN SHA (OOLU)				9. Mode Of Transport 11				10. Country of Origin CN				11. Import Date 09/29/2022			
12. B/L or AWB Number OOLU2704396330				13. Manufacturer ID CNBEIDAE2707CHA				14. Exporting Country CN				15. Export Date 08/28/2022			
16. I.T. Number		17. I.T. Date		18. Missing Docs		19. Foreign Port of Lading 57035		20. U.S. Port of Unlading 5301							
21. Location of Goods/G.O. Number S787/PORT OF HOUSTON AUTH				22. Consignee Number SAME				23. Importer Number 85-407149600				24. Reference Number			
25. Ultimate Consignee Name (Last, First, M.I.) and Address  City State TX Zip								26. Importer of Record Name (Last, First, M.I.) and Address MARS TRANSFORMER LLC 4155 S MAIN ST  City PEARLAND State TX Zip 77581							
27 Line No.	28. Description of Merchandise						32.		33.		34. Duty and I.R. Tax				
	29. A. HTSUS Number B. ADA/CVD Number		30. A. Gross Weight B. Manifest Qty.		31. Net Quantity in HTSUS Units		A. Entered Value B. CHGS C. Relationship		A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa Number		Dollars		Cents		
001	I.T. DATE		I.T. NO.		MASTER BILL/AWB		HOUSE BILL		SUBHOUSE BILL		BILL QTY				
					OOLU2704396330		TSIJSHHY22080026				6 PK				
	Invoice Number		001/DAELIMM22036-7						N						
	ARTICLE OF CHINA,US NTE 20(A)		9903.88.01		39900 KG				0		25%		75,150.00		
LQ DIELEC TRANS,2500<X<=10000K		8504.22.0080		6 NO		300,600		C5000		Free		0.00			
499 MERCHANDISE PROCESSING FEE (MPF)										0.3464%		1,041.28			
501 HARBOR MAINTENANCE FEE (HMF)										0.125%		375.75			
Invoice Number		001/DAELIMM22036-7													
Invoice Value USD		300,600.00													
Total Entered Value (Invoice)		300,600.00													
Other Fee Summary for Block 39				35. Total Entered Value				<b>CBP USE ONLY</b>				<b>TOTALS</b>			
501 Harbor Maintenance Fee		\$375.75				\$300,600.00		A. LIQ CODE		B. Ascertained Duty		37. Duty			
499 Merchandise Processing Fee		\$575.35		Total Other Fees		\$951.10		REASON CODE		C. Ascertained Tax		38. Tax			
										D. Ascertained Other		39. Other			
										E. Ascertained Total		40. Total			
												76,101.10			
36. DECLARATION OF IMPORTER OF RECORD (OWNER OR PURCHASER) OR AUTHORIZED AGENT															
I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed.															
I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.															
41. DECLARANT NAME (LAST, FIRST, M.I.) OIA GLOBAL				TITLE ATTY-IN-FACT				SIGNATURE Sean Dunne				DATE 09/27/2022			
42. Broker/Filer Information Name (Last, First, M.I.) and Phone Number OIA GLOBAL 2345 VAUXHALL RD, UNION, NJ 07083 PHONE: +19083513400 FAX: +19082892490								43. Broker/Importer File Number B00104890 / Ref: 10-40-16679							

# HLI LOGISTICS, LLC

1250 LIBERTY AVENUE HILLSIDE, NJ 07205

FMC # 024382NF

908-258-0421

908-258-0468



E-mail: UTE@HLILOG.COM

**INVOICE**

<b>BILL TO</b>		<b>DATE</b>	<b>INVOICE #</b>
MARS TRANSFORMERS, LLC 4155 S MAIN ST PEARLAND, TX 77581		10/03/22	104016679-01
<b>TERMS</b>			
NET 30 DAYS			
<b>DUE DATE</b>		<b>HLI REF #</b>	
11/02/22		104016679	
<b>MAWB / MBL #</b>	<b>DESCRIPTION OF CHARGES</b>		<b>AMOUNT</b>
OOLU2704396330	ISF CHARGE		\$75.00
<b>HAWB / HBL #</b>	CUSTOMS CLEARANCES		\$125.00
	ESTIMATED DUTIES		\$76,101.10
<b>PIECES / WEIGHT / DIMS</b>			
6      39000K			
<b>VESSEL / FLIGHT</b>	XIN NAN SHA / 440E		
<b>DEPARTURE / DATE ARRIVED</b>	8/28/2022 / 9/29/2022		
<b>YOUR REFERENCE</b>			
<b>SHIPPER</b>	DB TRANSFORMER		
<b>REMARKS</b>	OOCU0169394\40HC, TRLU6962890\40HC		
<b>SHIP TO ADDRESS / CONSIGNEE</b>	MARS TRANSFORMERS, LLC 4155 S MAIN ST PEARLAND, TX 77581		
<b>OUR CONTACT: JAN SCHULTES</b>			
<b>WIRE TRANSFERS:</b> Bank of America 300 Broad Hollow Road Melville, NY 11742 Contact: Reid Sessa: 616-847-6113 Account Name: HLI Logistics, LLC - Deposit Account # [REDACTED] ABA # for wires: [REDACTED] ABA # for ACH: [REDACTED] SWIFT for int'l wires: [REDACTED]		<b>TOTAL CHARGES DUE:      USD\$76,301.10</b>	
		<b>REMITTANCE ADDRESS FOR CHECKS:</b>  HLI Logistics, LLC 65-01 Fresh Meadow Lane Fresh Meadows, NY 11365	

Appendix D

Pending Change Order Add-On

Pending Change Order Add-on Total To-Date: \$1,086,544.80

Pending Change Order Add-on Monthly Installment: \$45,272.70

To be invoiced monthly for 24-months, starting January 2024

Appendix E

Temporary Fire Suppression System Supporting Documentation

[Attached]

## Tenant Requested Modification Authorization Request

09/18/22

Chase Blackmon

Chief Operating Officer

Rhodium Renewables, LLC

via email @ [chaseblackmon@rhodiummining.io](mailto:chaseblackmon@rhodiummining.io)

cc: [calebvanzoeren@rhodiummining.io](mailto:calebvanzoeren@rhodiummining.io), [nathannichols@rhodiummining.io](mailto:nathannichols@rhodiummining.io)

**RE: BMcD Proposed Change Order Request 26 for Temporary Fire Protection in Data Hall 1**

Pursuant to Sections 4.1 and 4.3 of Exhibit J of the Data Center Lease dated August 31, 2021, between Temple Green Data, LLC and Rhodium Renewables, LLC., this Tenant Requested Modification Authorization Request (TRMAR) is acknowledged as being a Recognized Development Cost subject to Tenant reimbursement under Section 4.1 of Exhibit J to the Data Center Lease. See Exhibit A for Terms.

**Scope:** Provide a temporary Fire Suppression System Solution to allow for Commissioning and testing to proceed in Data Hall 1. This is a requirement of the City of Temple Fire Marshalls office.

This TRM Authorization Request is submitted for your review. If you wish to proceed, please sign and date this TRMAR below and return it to me.

### 4.3 A (i) **Modification Consents**

There are no modification consents required.

### 4.3 A (ii) **Estimate of Tenant Delay**

There is no schedule impact.

### 4.3 A (iii) **TRM Cost Estimate**

This Work is to be performed on a Time and Material Basis with a Rough order of magnitude price of (\$ 100,000.00) for 3 months for the equipment (excludes an NFPA pump if required by Fire Marshall). Water will be in addition to the estimated price and will be at actual cost and is expected to be appx .04 per gallon if Rhodium hauls it.

---

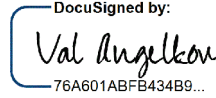
Signature on Next page

Signature



Name **Chase Blackmon**  
Title **Chief Operating Officer**  
**Rhodium Renewables, LLC**  
Date: 10/24/2022

Signature

DocuSigned by:  
  
76A601ABFB434B9...

Name: **Valentin Angelkov**  
Title: **Chief Executive Officer**  
**Temple Green Data, LLC**  
Date: 10/28/2022

## Exhibit A

- 1) Circumstances necessitating a Change
  - a. City Fire Marshall will not allow the tenant to continue the installation of racking and other tenant improvement work without a working Fire protection system in Data Hall 1.
  
- 2) Requested Change in the Work:
  - a. Provide Storage Tanks of appx 200K gallons.
  - b. Provide Temporary Pump that is tied into the Fire Protection system
  - c. Provide a working Fire alarm system
  - d. Provide Freeze protection for Piping



**Exhibit A**  
**Contractor's Direct Costs**

- The table below provides the breakout of the costs for this Change Order Request. The Change Order Request is submitted as a lump sum price for the scope of work indicated above.
- Details and quantities for the for the material and equipment in the table below are provided in Section 2 above.
- Taxes are not included in this change order and will be billed in accordance with Contract Section 2.2.6 Taxes.
  - Taxes are shown in the table below for reference only.

<b>Temporary Fire Protection Fire Pump and Rental</b>	
<b>Materials</b>	<b>Cost:</b>
Diesel Fire Pump, Pressure Transducer, Solar Trickle Charger, Suction Hose	\$34,460.00
Steel piping, fittings, couplings, anchors, valves	
<b>Construction / Installation Costs</b>	
<b>(Includes Subcontractor provided materials</b>	<b>\$2,900.00</b>
Firetrol - Labor to install piping, remove piping at end of rental, and Test with Fire Marshal	
<b>RENTAL</b>	
3 Months (November & December '22, January '23	\$36,318.00
<b>PM\CM\Procurement\Engineering Costs</b>	
	\$6,140.00
<b>TOTAL</b>	<b>\$79,818.00</b>

**APPENDIX Q-1  
FORM OF CONTRACTOR CHANGE ORDER REQUEST**

**Temple Data Center**

Change Order Request No. 39

Contractor hereby submits a Change Order Request, as of 04/15/2023, pursuant to Section 9.2.1 of that certain ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT by and between BURNS & MCDONNELL ENGINEERING COMPANY, INC. ("**Contractor**") and Temple Green Data LLC ("**Owner**") dated 9/17/21 (the "**Agreement**"). On 11/15/2021 Contractor encountered the circumstances set forth at paragraph (1) below which necessitate a Change in accordance with Section 9.2.1.1 of the Agreement. Contractor hereby acknowledges that the Change requested herein must first be approved by Owner pursuant to a Change Order, and any work outside the Work defined in the Agreement performed by Contractor prior to Contractor's receipt of a Change Order from Owner will be at Contractor's sole risk and expense. Terms used and not defined herein shall have the meanings set forth in the Agreement.

- 1) Circumstances necessitating a Change as described in Section 9.2.1.1:
  - a. By order of the City of Temple, TX Asst. Fire Marshal on 10/07/2022, a Temporary Fire Plan was issued that included site access changes for City emergency use vehicles. The addition of the temporary fire pump required underground piping from the pump into the building.
- 2) Requested Change in the Work:

**Temporary Fire Protection Plan Work Items**

  - a. Provide trenching, backfill of the pump piping to the bldg.
  - b. Provide the temporary access road on the North end of the site.
  - c. Provide temporary fence gate @ the North access road.
  - d. Removed temporary fence panels; Removed and swapped 22' of 8' perimeter fence with 22' Gate opening; Installed (1) 24' Temporary Chain Link Fence Double Gate.
- 3) Impact of this requested Change to the Contract Price:



Contractor's Direct Costs related to this requested Change in the Work to be listed on Exhibit A.

- 4) Impact of this requested Change to Approved Project Schedule:
  - a. No impact to the Project Schedule

Other documentation required in connection with this Change Order Request pursuant to Section 9.2.1 is set forth in Exhibit B of this Change Order Request.

The services described in this Change Order Request shall not form part of the Work to be performed under the Agreement and no extension of the Approved Project Schedule described herein shall be authorized unless and until a Change Order is executed by Owner approving such services and/or Approved Project Schedule extension, and is subject to all terms and conditions of the Agreement.

[SIGNATURE PAGE FOLLOWS]

Change Order Request No. 39 is executed this 15 day of April, 2023.

**BURNS & MCDONNELL ENGINEERING, INC.**

By: *Mike Zakar*

Name: Mike Zakar

Title: Director – Industrial Electrical

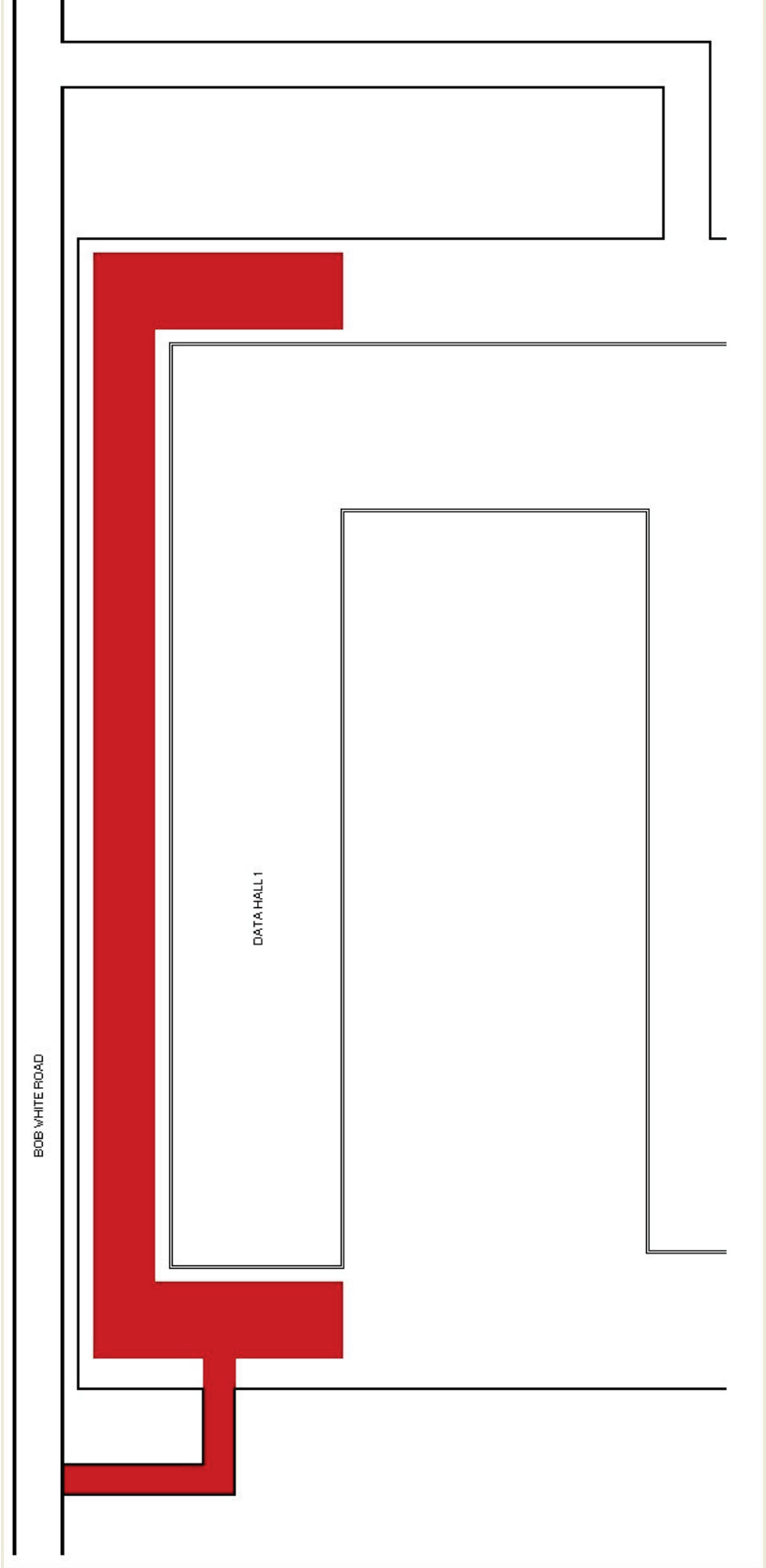
**Exhibit A**  
**Contractor's Direct Costs**

- The table below provides the breakout of the costs for this Change Order Request. The Change Order Request is submitted as a lump sum price for the scope of work indicated above.
- Details and quantities for the for the material and equipment in the table below are provided in Exhibit B.

<b>CHANGE ORDER PRICING</b>				
	<b>Equip &amp; Tools</b>	<b>Materials</b>	<b>Labor</b>	<b>TOTAL</b>
DynaGrid	\$ 18,721.00	\$ 12,469.51	\$ 19,132.43	\$ 50,322.94
Encore Fencing		\$ 682.00	\$ 10,598.00	\$ 11,280.00
Sub Total	\$ 18,721.00	\$ 13,151.51	\$ 29,730.43	\$ 61,602.94
Fee				\$ 9,240.44
Contingency				\$ 277.21
<b>DIRECTS</b>				<b>\$ 71,120.59</b>
	<b>Hours</b>	<b>Rate</b>		<b>TOTAL</b>
BMCD Assist CM	2.00	\$ 184.00	\$ 368.00	\$ 368.00
<b>INDIRECTS</b>				<b>\$ 368.00</b>
<b>TOTAL CHANGE ORDER</b>	<b>\$ 18,721.00</b>	<b>\$ 13,151.51</b>	<b>\$ 29,730.43</b>	<b>\$ 71,488.59</b>

**Exhibit B**  
**Other Required Information and Documentation**

- PCO Worksheet and backup documents





Extra Work Report										Owners Project #		
Project Name		Harvey Loosier							137656			
Contractor		DynaGrid Construction							Date			
									12/14/2022			
Description of Work										Send Invoice To		
Temporary Fire Plan Installation										Name:		Jack Jones
										Attention:		Jack Jones
Employee	Class	Dates & Hours							Man Hours	Rates	Labor Cost \$	
		9/29	10/21	10/27	10/31	11/1	11/2					
Project Superintendent	SUP	4	5	8	8	10	6		41	\$117.16	\$ 4,803.56	
Foreman	FM								0	\$73.77	\$ -	
Operator Heavy Eq	OP.HV	4	5	8	8	10	6		41	\$60.75	\$ 2,490.75	
Operator Heavy Eq	OP.HV	4	5	8	8	10	6		41	\$60.75	\$ 2,490.75	
Carpenter	CARP								0	\$43.39	\$ -	
Carpenter	CARP								0	\$43.39	\$ -	
Laborer-Skilled	LAB.SK	4	5	8	8	10	6		41	\$38.19	\$ 1,565.79	
Laborer-Skilled	LAB.SK	4	5	8	8	10	6		41	\$38.19	\$ 1,565.79	
Laborer-Skilled	LAB.SK	4	5	8	8	10	6		41	\$38.19	\$ 1,565.79	
Laborer-Skilled	LAB.SK								0	\$38.19	\$ -	
Laborer-Skilled	LAB.SK								0	\$38.19	\$ -	
Equipment & Tooling												
Description	Time							Time	Rate	Cost		
Loader - 4 yard	0.5	0.6	1	1	1	0.75		4.85	\$ 892.00	\$ 4,326.20		
Cat 320 Trackhoe	0.5	0.6	1	1	1	0.75		4.85	\$ 1,253.00	\$ 6,077.05		
Mini Excavator 12k	0.5	0.6	1	1	1	0.75		4.85	\$ 420.00	\$ 2,037.00		
Jumping Jack	0.5	0.6	1	1	1	0.75		4.85	\$ 105.00	\$ 509.25		
36" Wide Riding Compactor	0.5	0.6	1	1	1	0.75		4.85	\$ 357.00	\$ 1,731.45		
Street Sweeper								0	\$ 377.00	\$ -		
Breaker Attachment								0	\$ 420.00	\$ -		
30-40' Float Trailer								0	\$ 56.00	\$ -		
F-250 4x 4 Pickup Truck	0.5	0.6	1	1	1	0.75		4.85	\$ 105.00	\$ 509.25		
F-250 4x 4 Pickup Truck								0	\$ 105.00	\$ -		
Cat 320 Trackhoe								0	\$ 1,253.00	\$ -		
Water Truck 2000 Gal	0.5	0.6	1	1	1	0.75		4.85	\$ 728.00	\$ 3,530.80		
Materials												
Description	QTY	Days							QTY	Rate	Cost	
Corrugated Metal Pipe Culver	1								1	EA	\$ 2,813.00	\$ 2,813.00
Gravel/Stone	101								101	23 TON	\$ 22.00	\$ 2,227.06
Gravel Load Fee	1								1	EA	\$ 25.31	\$ 25.31
200FT safety fence	200								200	LF	\$ 1.05	\$ 210.00
10" Gate Valve	1								1	EA	\$ 2,016.64	\$ 2,016.64
3x5 Entrance Stone	124								123	97 TONS	\$ 25.00	\$ 3,099.25
Mark up									1	EA		\$ 2,078.25
Project Superintendent	SUP	150	150	150	150	150	150					
Foreman	FM											
Operator Heavy Eq	OP.HV	125	125	125	125	125	125					
Operator Heavy Eq	OP.HV	125	125	125	125	125	125					
Carpenter	CARP											
Carpenter	CARP											
Laborer-Skilled	LAB.SK	125	125	125	125	125	125					
Laborer-Skilled	LAB.SK	125	125	125	125	125	125					
Laborer-Skilled	LAB.SK	125	125	125	125	125	125					
Laborer-Skilled	LAB.SK											
Laborer-Skilled	LAB.SK											
0												
0												
0												
0												
Per Diem		775	775	775	775	775	775	0		Total Per Diem	\$ 4,650.00	
										Total Man Power Cost	\$ 14,482.43	
										Total Equipment & Tools Cost	\$ 18,721.00	
										Materials Cost	\$ 12,469.51	
										Total Cost	\$ 50,322.94	
DynaGrid Rep.	Harvey Loosier											
Client Rep.												

# TEMPORARY FIRE PLAN WORK

## Extra Work Report

Project Name: 0 Insuron DATA Owners Project #: 137656 0  
 Contractor: DynaGrid Construction Submittal #:   
 Date: 9/29/29

Description of Work: Add 1-10" Gate Valve on Fire Line North Side of Building  
 Name:   
 Attention:   
 Send Invoice To:

Employee	Class	Dates & Hours							Man Hours	Rates	Labor Cost \$
		Date	Date	Date	Date	Date	Date	Date			
MARQUITO	FORMAN								4		
XAVIER	OPERAN								4		
ZIAME	OPERAN								4		
ADYIA	PIPE								4		
HECTOR	PIPE								4		
ANTONY	PIPE								4		

### Equipment & Tooling

Description	Time	Time	Rate	Cost
210 EXCAVATOR	4			
930 WELLDOR	4			
COMPACTOR	4			

### Materials

Description	QTY	QTY	Rate	Cost
EXTRA 10" Gate VALVE	1			

Per Diem	0	0	0	0	0	0	0	0	Total Per Diem	\$	-
Total Man Power Cost										\$	-
Total Equipment & Tools Cost										\$	-
Total Cost										\$	-

DynaGrid Rep.   
 Client Rep. JACK JONES / BMCD

*Galyfor*



# TEMPORARY FIRE PLAN WORK

Extra Work Report										
Project Name 0 Konshenn					Owners Project # 137656 0					
Contractor DynaGrid Construction					Submittal #					
Date 10/07/22					Send Invoice To:					
Description of Work Install 2-45 beads - 10" water pipe between fiber optic lines and dock bays					Name					
					Attention:					
Employee	Class	Dates & Hours						Man Hours	Rates	Labor Cost \$
		Date	Date	Date	Date	Date	Date			
MARSHALL	Fireman							10		
TABLER	Operator							10		
JANICE	Operator							10		
ADRIAN	PIPE							10		
HECTOR	PIPE							10		
ANTHONY	PIPE							10		
Equipment & Tooling										
Description	Time	Rate	Cost							
210 EXCAVATOR	8 hrs									
530 WELL WATER	8 hrs									
MINI EXCAVATOR	8 hrs									
WATER TRUCK	5 hrs									
TRUMP JACK RENTAL	8 hrs									
1-Week Rental	8									
on shore trench SAFETY	1 week			RENTAL						
Materials										
Description	QTY	Rate	Cost							
10" 45° beads	2									
concrete bags	20									
Per Diem										
		0	0	0	0	0	0	0	0	0
									Total Per Diem	\$ -
									Total Man Power Cost	\$ -
									Total Equipment & Tools Cost	\$ -
									Total Cost	\$ -
DynaGrid Rep.	MARGARITO Gomez									
Client Rep.	M J Chase - Verify time only									

*Temp Fire Plan Work*

Extra Work Report										Owners Project #																																																				
Project Name		0 Longhorn Data								Submittal #	137656 <sup>0</sup>																																																			
Contractor		DynaGrid Construction								Date	10/21/22																																																			
Description of Work										Send Invoice To:																																																				
Dig-out trench line 3Ft Deep- 180Ft Long										Name:																																																				
										Attention:																																																				
Employee	Class	Dates & Hours								Man Hours	Rates	Labor Cost \$																																																		
		Date	Date	Date	Date	Date	Date	Date	Date																																																					
MARSHANTO	Foreman	10/21/22							5																																																					
JAVIER	Operator	"	"	"					5																																																					
JALME	Operator	"	"	"					5																																																					
ADRIAN	PIPE	"	"	"					5																																																					
ANTONY	PIPE	"	"	"					5																																																					
HECTOR	PIPE	"	"	"					5																																																					
									6																																																					
<b>Equipment &amp; Tooling</b>																																																														
Description	Time								Time	Rate	Cost																																																			
MINI EXCAVATOR																																																														
<b>Materials</b>																																																														
Description	QTY								QTY	Rate	Cost																																																			
200 FT SAFETY FENCE to protect trench 12- fee post																																																														
<table border="0" style="width: 100%;"> <tr> <td>Per Diem</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>Total Per Diem</td> <td>\$</td> <td>-</td> </tr> <tr> <td colspan="10"></td> <td>Total Man Power Cost</td> <td>\$</td> <td>-</td> </tr> <tr> <td colspan="10"></td> <td>Total Equipment &amp; Tools Cost</td> <td>\$</td> <td>-</td> </tr> <tr> <td colspan="10"></td> <td>Total Cost</td> <td>\$</td> <td>-</td> </tr> </table>												Per Diem	0	0	0	0	0	0	0	0	Total Per Diem	\$	-											Total Man Power Cost	\$	-											Total Equipment & Tools Cost	\$	-											Total Cost	\$	-
Per Diem	0	0	0	0	0	0	0	0	Total Per Diem	\$	-																																																			
										Total Man Power Cost	\$	-																																																		
										Total Equipment & Tools Cost	\$	-																																																		
										Total Cost	\$	-																																																		
DynaGrid Rep.	Marquito Correu																																																													
Client Rep.	Miguel																																																													

- Piping trench from fire pump to fire riser room





# TEMPORARY FIRE PLAN

Extra Work Report										Owners Project # <u>137656</u>		
Project Name <u>Leashorn</u>			Contractor <u>DynaGrid Construction</u>							Submittal #		Date <u>11/01/2023</u>
Description of Work <u>back fill compaction take debris Remove DIC out 90'x20' existing Ground SHAFT TO 1.5 SHAL 3x5 ROCK construction entrance</u>										Send Invoice To:		
										Name	Attention:	
										Man Hours	Rates	Labor Cost \$
Employee	Class	Date	Date	Date	Date	Date	Date	Date	Date			
MARGARITO	Operator	11/01	11/02							10		
XAVIER	Operator	"	"							10		
TRINIE	Operator	"	"							10		
ANTHONY	PIPE	"	"							10		
Hector	PIPE	"	"							10		
ANTHONY	PIPE	"	"							10		
<b>Equipment &amp; Tooling</b>												
Description		Time		Time		Rate		Cost				
910- EXCAVATOR		8										
MINI EXCAVATOR		6										
FRONT END LOADER		8										
WATER TRUCK		4										
COMPACTOR		4										
<b>Materials</b>												
Description		QTY		QTY		Rate		Cost				
3 Loads of 3x5 ROCK		75 tons										
Per Diem      0   0   0   0   0   0   0   0      Total Per Diem \$ - Total Man Power Cost \$ - Total Equipment & Tools Cost \$ - Total Cost \$ -												
DynaGrid Rep.		<u>Margarito Carrera</u>										
Client Rep.		<u>MJ Ghose</u>										

- Temporary Fire access entrance. NOK



*TEMPORARY FIRE PUMP WORK*



# Invoice G0138040

Date 10/27/2022

Order 0214356

# GEO SOLUTIONS

7011 Bee Cave Road  
Austin, TX 78746

512-330-0796  
<https://www.geosolutionsinc.com>

Please remit to:  
Geo-Solutions, Inc.  
7011 B West Bee Cave  
Road

**Bill To**

DynaGrid Construction Group LLC  
725 East Jones  
Lewisville, TX 75057

DynaGrid Constructio  
972-  
ap@dynagrid.com

**Ship To**

2811 Bob White Rd  
Temple, TX 76501

Attn: Ryan Masten 469-799-3580

Ship Via	PO	Project Name	Rep	Terms
Hot Shot	S21-106	S21-106 CMP 48"x30	ML	Net 30

Description	Quantity	Price	Amount
2 2/3" x 1/2" Hel-Cor Pipe CMP (48" x 30') CMP (48"x30')	1 ea	2,388.00 ea	2,388.00
Delivery of Material Geo Services:Delivery	1 ea	425.00 ea	425.00

**Total** 2,813.00  
**Payments / Credits** 0.00  
**Balance Due \$2,813.00**

All returns are subject to a minimum 20% re-stocking fee.

Phone: 512-3300796 Email: joy.barnett@geosolutionsinc.com

If this project is tax exempt - please send a tax exempt form with your payment. We will then deduct the tax from your invoice.

<b>Austin</b> 4417 Burleson Rd. Austin, TX 78744	<b>Corpus Christi</b> 1202 Southern Minerals Rd. Corpus Christi, TX 78409	<b>Dallas/Fort Worth</b> 510 Fountain Pkwy #B Grand Prairie, TX 75050	<b>Houston</b> 13812 Aston St. Houston, TX 77040	<b>Oklahoma City</b> 725 SE 59th St. Oklahoma City, OK 73129	<b>San Antonio</b> 8165 Bracken Creek Dr. San Antonio, TX 78266
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7146773307

**AGGREGATES**

1112 E Copeland Rd, Suite 500  
 Arlington, TX 76011  
 (800)877-2269

PAGE 1  
 DATE 10/12/2022  
 Net 30

ACCOUNT NO. 547410

Location : 1588B  
 ASA, TX

SOLD TO DYNAGRID CONSTRUCTION GROUP LLC  
 ACCOUNTS PAYABLE  
 725 EAST JONES ST  
 LEWISVILLE, TX 75057

PO Number :  
 Order Number : 15397  
 Customer Job #:  
 FOB-ASA

Product: 20 Product Description: 3/4" GRAVEL

Tickets:  
 45400187 24.45

Qty	Rate	Amount *	Tax	Subtotal
24.45	22.00	\$ 537.90	\$ 0.00	\$ 537.90

Product: 21 Product Description: 1" GRAVEL

Tickets:  
 45400405 25.74    45400434 26.11    45400443 24.93

Qty	Rate	Amount *	Tax	Subtotal
76.78	22.00	\$ 1,689.16	\$ 0.00	\$ 1,689.16

**JSPS Mailing:**  
 Arcosa Aggregates  
 P.O. Box 911205  
 Dallas, TX 75373-1205

**For ACH Delivery:**  
 Remit to: Arcosa Aggregates  
 Bank Routing Number: [REDACTED]  
 Account No.: [REDACTED]

Invoice Subtotal	Load Fee	Invoice Total
\$ 2,227.06	\$ 25.31	\$ 2,252.37

\*This figure may include miscellaneous charges such as freight, service fees, and etcetera.

**\*\* Want to receive your invoices by email?  
 Please email us @ [ArcMatAR.Remit@arcosa.com](mailto:ArcMatAR.Remit@arcosa.com) \*\***



# Change Order # 5

**CUSTOMER INFORMATION**

**Project:** Temple Data Center EPC

**DATE:** 11/10/2022

**Contractor:** Burns & McDonnell

Prepared by: Jonny Gonzalez

SCOPE OF WORK
1. Removed and staged 1020' of temporary panels.
2. Removed and swapped 22' of 8' perimeter fence with 22' Gate opening.
3. Install (1) 24' Temporary Chain Link Fence Double Gate
4. Mobilization Fee

<b>Change Order Bid:</b>	<b>\$11,280.00</b>
Material	\$682.00
Labor	\$10,598.00

Terms: Change order includes all material, labor and equipment necessary to complete work described above and to adjust the total contract as indicated. This change order becomes an integral part of the contract, all other terms, conditions and stipulations remain in full force and effect and applying hereto.	<b>Original Contract</b>	█
	<b>Previous Change Orders</b>	█
	<b>Change Order 5</b>	<b>\$ 11,280.00</b>
	<b>Current Amount</b>	█

Signature below represents an agreement between both Customer and Encore Fence to amend original contract and perform work as described above. Any additional changes, alternates, and/or add ons will be performed in writing and signed by both customer and Encore.

**Customer Signature :** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Encore Authorized Representative :** \_\_\_\_\_ **Date:** \_\_\_\_\_

Thank you for your business!

**Encore Fence**  
 107 S. General Bruce Dr.  
 Temple, TX  
[www.encoretx.com](http://www.encoretx.com)

**Office: 254-218-3310**  
**Email: Jgonzalez@Encoretx.com**

Appendix F

Safety Incident Supporting Documentation

[Attached]

**APPENDIX Q-2  
FORM OF CHANGE ORDER**

**Temple Data Center**

Change Order No 28

Date. 12/29/2022

Contractor and Owner have entered into that certain ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT by and between BURNS & MCDONNELL ENGINEERING COMPANY, INC. (“**Contractor**”) and Temple Green Data, LLC (“**Owner**”) dated 9/17/21 (the “**Agreement**”). Owner hereby provides this Change Order directing the Change described hereunder on the terms described herein, pursuant to Section 9.1 of the Agreement. Except as expressly modified herein, the terms of the Agreement, including the Work, Contract Price, and Approved Project Schedule, shall not be modified and shall remain in full force and effect.

---

Change directed by Owner: Due to witnessed serious Safety concerns with Rhodium’s subcontractors and own forces, a mutual decision from all parties was reached to have BMcD provide a full time safety professional solely to help coach and work with Rhodium and their subs. This 2 of 2 COs that make up the total (See CO 22 for other). This is the Final.

---

Impact of this requested Change to Contract Price:

---

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

**\*\*Note – Sales Tax is not included**

Contractor’s Direct Costs related to this requested Change in the Work to be listed on Exhibit A.

- Owner and Contractor are unable to agree upon the price for the change requested above. Contractor is hereby directed to perform the Change set forth above on a Cost Plus basis as provided in Section 9.5 of the Agreement.

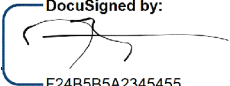
---

Impact of this Change to the Approved Project Schedule:

- There is no anticipated impact on the project schedule.

The issuance of this Approved Change Order shall not be interpreted as establishing a waiver by implication, pattern of business dealing, or otherwise of the Contractor's notice requirements under Section 9.2.1.2 of the Agreement.

[SIGNATURE ON FOLLOWING PAGE]

<b>TEMPLE GREEN DATA, LLC</b>	
By:	 <small>DocuSigned by:</small> <small>F24B5B5A2345455...</small>
Name:	<u>Daniel McNary</u>
Title:	<u>Chief Operations Officer</u>

Accepted by Contractor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, provided that Contractor's signature shall not be required if, pursuant to Sections 9.2.1.5, 9.2.2, and 9.5 of the Agreement, Contractor is obligated to proceed on a Cost Plus basis.

**BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

By: \_\_\_\_\_

Name: Mike Zakar

Title: Director - Industrial Electrical

**Exhibit A  
Contractor's Direct Costs**

- **Lump Sum**
- **BMCD Q1 Proposal attached**

**APPENDIX Q-1  
FORM OF CONTRACTOR CHANGE ORDER REQUEST**

**Temple Data Center**

Change Order Request No. 28

Contractor hereby submits a Change Order Request, as of 10/13/2022, pursuant to Section 9.2.1 of that certain ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT by and between BURNS & MCDONNELL ENGINEERING COMPANY, INC. (“**Contractor**”) and Temple Green Data LLC (“**Owner**”) dated 9/17/21 (the “**Agreement**”). Contractor encountered the circumstances set forth at paragraph (1) below which necessitate a Change in accordance with Section 9.2.1.1 of the Agreement. Contractor hereby acknowledges that the Change requested herein must first be approved by Owner pursuant to a Change Order, and any work outside the Work defined in the Agreement performed by Contractor prior to Contractor’s receipt of a Change Order from Owner will be at Contractor’s sole risk and expense. Terms used and not defined herein shall have the meanings set forth in the Agreement.

- 1) Circumstances necessitating a Change as described in Section 9.2.1.1:
  - a. As previously agreed in Change Order 22, the additional site safety supervision was performed on a time and material basis. Change Order 22 also noted that costs would be adjusted based on actual hours and days worked.
  - b. The original estimate assumed 60 hours per week for a period of 4 weeks.
  - c. Additional time beyond the 60 hours per week was necessary to maintain full coverage of Rhodium subcontractors during their scheduled work hours, which were well beyond a standard work week. This included Rhodium subcontractors working evenings and weekends.
  - d. The period of coverage was also extended beyond 4 weeks to a period of 7 weeks until it was agreed that Rhodium subcontractors were performing in accordance with expected safety practices.
  - e. This Change Order 28 covers the actual time and material costs for providing site safety coverage at all times when Rhodium subcontractors were on site and working.
  - f. The reasons necessitating additional site safety coverage of Rhodium subcontractors is as noted in Change Order 22 attached in Exhibit D.
  
- 2) Requested Change in the Work:
  - a. As approved in Change Order 22, Item 2.b.vi.1 Tenant subcontractors were only approved to work when a Burns & McDonnell Site Safety Manager was on site. This was to continue until all parties agree that this support was no longer required.
    - (i) Burns & McDonnell provided an additional full time Site Safety Professional, Ariel DuCharme, for a period extended from an initial estimate of 4 weeks to a total of 7 weeks until such time as parties agreed Rhodium subcontractors had proven their ability to perform their scope of work in accordance with site and industry safety expectations.

(ii) In order to support the Tenant's desired work schedule, the Site Safety Manager worked beyond the 60 hour standard work week. The time spent is detailed in Exhibit A.

3) Impact of this requested Change to the Contract Price:

a. The agreement per Change Order 22 is as noted:

(i) The Burns & McDonnell Site Safety Professional shall be billed on a time and material basis based on the rate sheet provided for in the contract. The Safety Professional I familiar with the site and is Level 12.

(ii) Expenses for hotel, rental car, flights, and meal allowances shall be at cost plus 10% as provided for in the contract.

b. Exhibit A has costs broken out and Exhibit B has receipts for expenses.


Contractor's Direct Costs related to this requested Change in the Work to be listed on Exhibit A.

4) Impact of this requested Change to Approved Project Schedule:

a. The Site Safety Representative started work on Tuesday July 5<sup>th</sup> and remained on site until August 17<sup>th</sup>.

Other documentation required in connection with this Change Order Request pursuant to Section 9.2.1 is set forth in Exhibit B, C and D of this Change Order Request.

The services described in this Change Order Request shall not form part of the Work to be performed under the Agreement and no extension of the Approved Project Schedule described herein shall be authorized unless and until a Change Order is executed by Owner approving such services and/or Approved Project Schedule extension, and is subject to all terms and conditions of the Agreement.

[SIGNATURE PAGE FOLLOWS]

Change Order Request No. 28 is executed this 13<sup>th</sup> day of October, 2022.

**BURNS & MCDONNELL ENGINEERING, INC.**

By: 

Name: Mike Zakar

Title: Director – Industrial Electrical

**Exhibit A  
Contractor's Direct Costs**

- All work shall be on a time and material basis in accordance with the rate sheet included in the base contract and attached in Exhibit B.
- All time charged at straight time rates.
- Expenses shall be on a cost plus basis including meals, travel, rental car, and hotel in accordance with the rate sheet included in the base contract and attached in Exhibit B.

<b>LABOR COSTS (Based on Timesheets and Project Rate Sheet)</b>						
<b>Work Week</b>		<b>Hours</b>			<b>Rate</b>	<b>Total Cost</b>
<b>Start</b>	<b>End</b>	<b>Base</b>	<b>OT</b>	<b>Total</b>		
07/03/22	07/09/22	40	16	56	\$ 203.00	\$ 11,368.00
07/10/22	07/16/22	40	57	97	\$ 203.00	\$ 19,691.00
07/17/22	07/23/22	40	61	101	\$ 203.00	\$ 20,503.00
07/24/22	07/30/22	40	64	104	\$ 203.00	\$ 21,112.00
07/31/22	08/06/22	40	54	94	\$ 203.00	\$ 19,082.00
08/07/22	08/13/22	40	62	102	\$ 203.00	\$ 20,706.00
08/14/22	08/20/22	36	0	36	\$ 203.00	\$ 7,308.00
<b>TOTAL</b>		<b>276</b>	<b>314</b>	<b>590</b>	<b>N/A</b>	<b>\$ 119,770.00</b>

<b>Expenses</b>	
Hotel	\$ 5,784.79
Meals	\$ 1,505.00
Rental Car	\$ 3,361.32
Rental Car Fuel	\$ 183.60
<b>SUBTOTAL</b>	<b>\$ 10,834.71</b>
10% Markup on Expenses	\$ 1,083.47
<b>TOTAL</b>	<b>\$ 11,918.18</b>

<b>TOTAL COST</b>	
Labor	\$ 119,770.00
Expenses	\$ 11,918.18
<b>TOTAL</b>	<b>\$ 131,688.18</b>
Credit for Change Order 22	\$ (52,982.43)
<b>ADJUSTED TOTAL WITH CREDIT</b>	<b>\$ 78,705.75</b>

**Exhibit B**  
**Other Required Information and Documentation**

- 1) Timesheets and Expenses

**From:** [DuCharme, Ariel](#)  
**To:** [Zakar, Austin M \(Mike\)](#)  
**Subject:** timesheet  
**Date:** Monday, October 3, 2022 5:48:09 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

**Time – Timesheet for Ariel R. DuCharme (30876) (7/3/2022 - 7/9/2022) - Non-Employee**

[Print Friendly](#)

Status: EXTRACTED  
 This timesheet has been adjusted

PROJECT/TASK	LABOR CATEGORY	LOCATION	PROJECT TYPE	PAY CODE	SUN 3	MON 4	TUE 5	WED 6	THU 7	FRI 8	SAT 9	TOTALS
137656 TEMPLE DATA CENTER EPC												
8CDB-DFW.06 - SAFETY	LABOR	[TX Houston Office (66) 44-201-1440]	DIRECT	R						0.00	0.00	0.00
CDB-KCM-CO22 - CDB-KCM CO 22	LABOR	[TX Houston Office (66) 44-201-1440]	DIRECT	OT-P						12.00	12.00	24.00
				R		8.00	8.00	12.00	12.00			40.00 36.00
				<b>TOTALS:</b>		<del>8.00</del>	8.00	12.00	12.00	12.00	12.00	<del>64.00</del> 56.00

[Approval History](#)

[Audit Trail](#)

[Completed Adjustments Summary](#)

Edit

**Ariel R. DuCharme** \ Burns & McDonnell  
 Senior Site Safety & Health Manager – Construction Operations, Safety and Health  
 O 816-333-9400  
 M 512 806-6770  
[aducharme@burnsmcd.com](mailto:aducharme@burnsmcd.com) \ [burnsmcd.com](http://burnsmcd.com)  
 9400 Ward Parkway \ Kansas City, MO 64114

This email and any attachments are solely for the use of the addressed recipients and may contain privileged client communication or privileged work product. If you are not the intended recipient and receive this communication, please contact the sender by phone at 816-333-9400, and delete and purge this email from your email system and destroy any other electronic or printed copies. Thank you for your cooperation.

### Time – Timesheet for Ariel R. DuCharme (30876) (7/10/2022 - 7/16/2022) - Non-Employee

[← Back to Unanet](#)

Status: EXTRACTED												
PROJECT/TASK	LABOR CATEGOR Y	LOCATIO N	PROJEC T TYPE	PAY COD E	SU N 10	MO N 11	TUE 12	WE D 13	THU 14	FRI 15	SAT 16	TOTAL \$
137656 TEMPLE DATA CENTER EPC												
CDB-KCM-CO22 - CDB-KCM CO 22	LABOR	[TX Houston Office (66) 44- 201-1440]	DIRECT	OT-P	14.5	14.0	3.00	14.0	14.0	14.0	12.0	57.00
				R	0	0	11.5	0.00	0.00	0.00	0.00	40.00
				<b>TOTALS:</b>	<b>14.5</b>	<b>14.0</b>	<b>14.5</b>	<b>14.0</b>	<b>14.0</b>	<b>14.0</b>	<b>12.0</b>	<b>97.00</b>
					<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

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## Time – Timesheet for Ariel R. DuCharme (30876) (7/17/2022 - 7/23/2022) - Non-Employee

[← Back to Unanet](#)

Status: EXTRACTED												
PROJECT/TASK	LABOR CATEGOR Y	LOCATIO N	PROJEC T TYPE	PAY COD E	SU N 17	MO N 18	TUE 19	WE D 20	THU 21	FRI 22	SAT 23	TOTAL \$
137656 TEMPLE DATA CENTER EPC												
CDB-KCM-CO22 - CDB-KCM CO 22	LABOR	[TX Houston Office (66) 44-201-1440]	DIRECT	OT-P				12.0	15.0	18.0	16.0	61.00
					8.00	14.0	15.0	3.00				40.00
						14.0	15.0	15.0	15.0	18.0	16.0	101.00
					<b>8.00</b>	<b>14.0</b>	<b>15.0</b>	<b>15.0</b>	<b>15.0</b>	<b>18.0</b>	<b>16.0</b>	<b>101.00</b>
				<b>TOTALS:</b>								

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### Time – Timesheet for Ariel R. DuCharme (30876) (7/24/2022 - 7/30/2022) - Non-Employee

[← Back to Unanet](#)

Status: EXTRACTED												
PROJECT/TASK	LABOR CATEGOR Y	LOCATIO N	PROJEC T TYPE	PAY COD E	SU N 24	MO N 25	TUE 26	WE D 27	THU 28	FRI 29	SAT 30	TOTAL \$
137656 TEMPLE DATA CENTER EPC												
CDB-KCM-CO22 - CDB-KCM CO 22	LABOR	[TX Houston Office (66) 44- 201-1440]	DIRECT	OT-P	12.0	15.0	2.00	16.0	16.0	15.0	15.0	64.00
				R	0	0	13.0	0	0	0	0	40.00
<b>TOTALS:</b>					<b>12.0</b>	<b>15.0</b>	<b>15.0</b>	<b>16.0</b>	<b>16.0</b>	<b>15.0</b>	<b>15.0</b>	<b>104.00</b>

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## Time – Timesheet for Ariel R. DuCharme (30876) (7/31/2022 - 8/6/2022) - Non-Employee

[← Back to Unanet](#)

Status: EXTRACTED												
PROJECT/TASK	LABOR CATEGOR Y	LOCATIO N	PROJEC T TYPE	PAY COD E	SU N 31	MO N 1	TUE 2	WE D 3	THU 4	FRI 5	SAT 6	TOTAL \$
137656 TEMPLE DATA CENTER EPC												
CDB-KCM-CO22 - CDB-KCM CO 22	LABOR	[TX Houston Office (66) 44-201-1440]	DIRECT	OT-P				7.00	16.0 0	16.0 0	15.0 0	54.00
				R		16.0 0	15.0 0	9.00				40.00
				<b>TOTALS:</b>		<b>16.0 0</b>	<b>15.0 0</b>	<b>16.0 0</b>	<b>16.0 0</b>	<b>16.0 0</b>	<b>15.0 0</b>	<b>94.00</b>

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### Time – Timesheet for Ariel R. DuCharme (30876) (8/7/2022 - 8/13/2022) - Non-Employee

[← Back to Unanet](#)

PROJECT/TASK		LABOR CATEGOR Y	LOCATIO N	PROJEC TTYPE	PAY COD E	SU N 7	MO N 8	TUE 9	WE D 10	THU 11	FRI 12	SAT 13	TOTAL \$
Status: EXTRACTED													
137656 TEMPLE DATA CENTER EPC													
CDB-KCM-CO22 - CDB-KCM CO 22		LABOR	[TX Houston Office (66) 44- 201-1440]	DIRECT	OT-P			2.00	15.0	15.0	15.0	15.0	62.00
					R	12.0	15.0	13.0					40.00
						12.0	15.0	15.0	15.0	15.0	15.0	15.0	102.00
					<b>TOTALS:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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Time -- Timesheet for Ariel R. DuCharme (30876) (8/14/2022 - 8/20/2022) - Non-Employee

[← Back to Unanet](#)

Status: EXTRACTED

PROJECT/TASK	LABOR CATEGORY	LOCATION	PROJECT TYPE	PAY CODE	SUN 14	MON 15	TUE 16	WED 17	THU 18	FRI 19	SAT 20	TOTALS
137656 TEMPLE DATA CENTER EPC												
8CDB-DFW.06 - SAFETY	LABOR	[TX Houston Office (66) 44-201-1440]	DIRECT	OT-P					4.00	8.00		<del>12.00</del>
CDB-KCM-CO22 - CDB-KCM CO 22	LABOR	[TX Houston Office (66) 44-201-1440]	DIRECT	R	8.00	8.00	10.00	10.00	4.00	0.00		40.00
<b>TOTALS:</b>					<b>8.00</b>	<b>8.00</b>	<b>10.00</b>	<b>10.00</b>	<b>8.00</b>	<b>8.00</b>		<b>52.00</b>

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[Audit Trail](#)

RA #: 557932424  
**Invoice #:** 93786456  
 Invoice Date: 08/19/2022  
 Reservation #: 1087683249



4210 S CONGRESS AVE  
 78745-1104 AUSTIN, UNITED STATES

**BILLING DETAIL**

Description	Qty	Period	Rate	Amount
<b>Taxable Charges:</b>				
TIME & DISTANCE	1	DAY	62.00	62.00
TIME & DISTANCE	2	WK	372.00	744.00
EXCESS DISTANCE CHARGE	103	DISTANCE	0.40	41.20
CONSOLIDATED FACILITY FEE 6.75/DY	15	DAY	6.75	101.25
CONCESSION RECOUP FEE 11.11 PCT	869.55	%	11.11	96.61
VLF REC 1.49/DAY	15	DAY	1.49	22.35
<b>Taxable Subtotal:</b>			<b>1,067.41</b>	
TX MOTOR VEH RENTAL TAX	1,067.41	%	10.00	106.74
<b>Non-Taxable Charges:</b>				
AUSTIN EVENTS VENUE TAX 5 PCT	1,067.41	%	5.00	53.37
<b>Non-Taxable Subtotal:</b>			<b>53.37</b>	
<b>Total (USD)</b>				<b>1,227.52</b>

**PAYMENTS**

Payment	08/19/2022	AX	3896	70.99
Payment	08/19/2022	AX	3896	1,156.53
Payment		AX	3896	0.00
<b>Total Payments (USD)</b>				<b>1,227.52</b>

**Balance Due (USD) 0.00**

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

**BILL TO**

ARIEL DUCHARME  
 128 SW CAMDEN PL  
 LAKE CITY, FL, UNITED STATES 32024

**RENTAL INFORMATION**

**Driver:** DUCHARME, ARIEL  
**Check Out:** 08/04/2022 16:43  
**Location:** AUSTIN BERGSTROM ARPT  
**Check In:** 08/19/2022 12:58  
**Location:** KALAMAZOO INTL ARPT  
**Reserved Car Class:** IFAR  
**Charged Car Class:** IFAR  
**Type:** VP  
**IATA:** 26506266

**RENTAL VEHICLES**

#	Year	Make	Model	Series	Class	Reg. Date	Start	End
1	2021	JEEP	COMPASE8A4				08/04	08/19
#	Lic. Plate	MRP	CO2	Fuel	KM/M	Beg. / End. / Total		
1	BKA512					21997 / 22100 / 103		
#	VIN #	Eng.	HP	KW	Unit			
1	3C4NJDEBXMT596490		180	132	7VJ8V7			

Fed Tax Id : 26-4086616

**FOR BILLING INQUIRIES**

Tel#: 5129120332  
 NTXAUSTINADMIN@EHI.COM



DUCHARME, ARIEL RAYMOND  
 109 66TH ST.AVE  
 SOUTH HAVEN MI 49090  
 UNITED STATES OF AMERICA

225/NKJ  
 7/5/2022 7:00:00 PM  
 8/17/2022 10:18:00 AM

1/0  
 116.98

Rate Plan:  
 HH #  
 AL:  
 Car:

6N1  
 153684901 DIAMOND

Confirmation Number: 82339688

8/17/2022

8/10/2022	157197	GUEST ROOM	\$116.98
8/10/2022	157197	RM CITY TAX	\$8.19
8/10/2022	157197	RM STATE TAX	\$7.02
8/10/2022	157197	RM COUNTY TAX	\$2.34
8/11/2022	157390	GUEST ROOM	\$116.98
8/11/2022	157390	RM CITY TAX	\$8.19
8/11/2022	157390	RM STATE TAX	\$7.02
8/11/2022	157390	RM COUNTY TAX	\$2.34
8/12/2022	157562	GUEST ROOM	\$116.98
8/12/2022	157562	RM CITY TAX	\$8.19
8/12/2022	157562	RM STATE TAX	\$7.02
8/12/2022	157562	RM COUNTY TAX	\$2.34
8/13/2022	157768	GUEST ROOM	\$116.98
8/13/2022	157768	RM CITY TAX	\$8.19
8/13/2022	157768	RM STATE TAX	\$7.02
8/13/2022	157768	RM COUNTY TAX	\$2.34
8/14/2022	157879	AX *3896	(\$941.71)
8/14/2022	157949	GUEST ROOM	\$116.98
8/14/2022	157949	RM CITY TAX	\$8.19
8/14/2022	157949	RM STATE TAX	\$7.02
8/14/2022	157949	RM COUNTY TAX	\$2.34
8/15/2022	158132	GUEST ROOM	\$116.98
8/15/2022	158132	RM CITY TAX	\$8.19
8/15/2022	158132	RM STATE TAX	\$7.02
8/15/2022	158132	RM COUNTY TAX	\$2.34

AX \*3896

8/17/2022

54764 A

DUCHARME, ARIEL RAYMOND

900005

DUCHARME, ARIEL RAYMOND  
 109 66TH ST AVE  
 SOUTH HAVEN MI 49090  
 UNITED STATES OF AMERICA

225/NKJ  
 7/5/2022 7:00:00 PM  
 8/17/2022 10:18:00 AM

1/0  
 116.98

Rate Plan:  
 HH #  
 AL:  
 Car:

6N1  
 153684901 DIAMOND

Confirmation Number: 82339688

8/17/2022

8/16/2022	158310	GUEST ROOM	\$116.98
8/16/2022	158310	RM CITY TAX	\$8.19
8/16/2022	158310	RM STATE TAX	\$7.02
8/16/2022	158310	RM COUNTY TAX	\$2.34
8/17/2022	158405	AX *3896	(\$403.59)
		**BALANCE**	\$0.00

Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 6,500+ hotels and resorts in 119 countries, please visit Honors.com

AX \*3896

8/17/2022

54764 A

DUCHARME, ARIEL RAYMOND

900005

8/14 - 8/16

### Expense Report

Report ID: 0100-2772-3510

Report Name	Temple 56
Expense Owner	Ariel R DuCharme
Expense Owner ID	aducharme@burnsmcd.com / 3087
Created By	Ariel R DuCharme
Submit Date	Aug 20, 2022
To Be Paid In	USD



Please place this cover sheet in front of hardcopy receipt pages and then scan or fax to:  
 Email: [expense@ca1.chromeriver.com](mailto:expense@ca1.chromeriver.com) Fax: (888) 323-1591

### Financial Summary

	Total (USD)
Total Expenses Reported	105.00
Amount Due Expense Owner	105.00

### Expense Summary

Expense Type	Total (USD)
MEALALLOW	105.00
Total	105.00

### Allocation

Allocations Charged		Total (USD)
137656-CDB-KCM-CO22	TEMPLE GREEN	105.00
TEMPLE DATA CENTER EPC-CDB-KCM CO 22		
Total		105.00

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Expense Details

Report ID: 0100-2772-3510

Expense Report

Temple 56

Item	Date	Alert	Cost Code	Type	Disb Amt	Pay Me Amt
1	08/14/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-CDB-KC M-CO22	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD

2	08/15/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-CDB-KC M-CO22	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD

3	08/16/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-CDB-KC M-CO22	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD

Report Notes

By: Allocation Validation  
 Approved because all lineltems allocations are open

Date: Aug 20, 2022

By: Allocation Validation 2  
 Approved because all lineltems allocations are open

Date: Aug 24, 2022

DUCHARME, ARIEL RAYMOND  
 109 66TH ST.AVE  
 SOUTH HAVEN MI 49090  
 UNITED STATES OF AMERICA

225/NKJ  
 7/5/2022 7:00:00 PM  
 8/15/2022

1/0  
 116.98

Rate Plan:  
 HH #  
 AL:  
 Car:

6N1  
 153684901 DIAMOND

Confirmation Number: 82339688

8/14/2022

8/4/2022	156091	GUEST ROOM	\$116.98
8/4/2022	156091	RM CITY TAX	\$8.19
8/4/2022	156091	RM STATE TAX	\$7.02
8/4/2022	156091	RM COUNTY TAX	\$2.34
8/5/2022	156296	GUEST ROOM	\$116.98
8/5/2022	156296	RM CITY TAX	\$8.19
8/5/2022	156296	RM STATE TAX	\$7.02
8/5/2022	156296	RM COUNTY TAX	\$2.34
8/6/2022	156470	GUEST ROOM	\$116.98
8/6/2022	156470	RM CITY TAX	\$8.19
8/6/2022	156470	RM STATE TAX	\$7.02
8/6/2022	156470	RM COUNTY TAX	\$2.34
8/7/2022	156613	AX *3896	(\$941.71)
8/7/2022	156659	GUEST ROOM	\$116.98
8/7/2022	156659	RM CITY TAX	\$8.19
8/7/2022	156659	RM STATE TAX	\$7.02
8/7/2022	156659	RM COUNTY TAX	\$2.34
8/8/2022	156836	GUEST ROOM	\$116.98
8/8/2022	156836	RM CITY TAX	\$8.19
8/8/2022	156836	RM STATE TAX	\$7.02
8/8/2022	156836	RM COUNTY TAX	\$2.34
8/9/2022	157038	GUEST ROOM	\$116.98
8/9/2022	157038	RM CITY TAX	\$8.19
8/9/2022	157038	RM STATE TAX	\$7.02
8/9/2022	157038	RM COUNTY TAX	\$2.34

AX \*3896

8/14/2022

54764 A

DUCHARME, ARIEL RAYMOND

900005

DUCHARME, ARIEL RAYMOND  
 109 66TH ST.AVE  
 SOUTH HAVEN MI 49090  
 UNITED STATES OF AMERICA

225/NKJ  
 7/5/2022 7:00:00 PM  
 8/15/2022

1/0  
 116.98

Rate Plan:  
 HH #  
 AL:  
 Car:

6N1  
 153684901 DIAMOND

Confirmation Number: 82339688

8/14/2022

8/10/2022	157197	GUEST ROOM	\$116.98
8/10/2022	157197	RM CITY TAX	\$8.19
8/10/2022	157197	RM STATE TAX	\$7.02
8/10/2022	157197	RM COUNTY TAX	\$2.34
8/11/2022	157390	GUEST ROOM	\$116.98
8/11/2022	157390	RM CITY TAX	\$8.19
8/11/2022	157390	RM STATE TAX	\$7.02
8/11/2022	157390	RM COUNTY TAX	\$2.34
8/12/2022	157562	GUEST ROOM	\$116.98
8/12/2022	157562	RM CITY TAX	\$8.19
8/12/2022	157562	RM STATE TAX	\$7.02
8/12/2022	157562	RM COUNTY TAX	\$2.34
8/13/2022	157768	GUEST ROOM	\$116.98
8/13/2022	157768	RM CITY TAX	\$8.19
8/13/2022	157768	RM STATE TAX	\$7.02
8/13/2022	157768	RM COUNTY TAX	\$2.34
8/14/2022	157879	AX *3896	(\$941.71)
		**BALANCE**	\$0.00

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AX \*3896

8/14/2022

54764 A

DUCHARME, ARIEL RAYMOND

900005

Expense Report

Report ID: 0100-2762-9548

Report Name Temple 51  
 Expense Owner Ariel R DuCharme  
 Expense Owner ID aducharme@burnsmcd.com / 3087  
 Created By Ariel R DuCharme  
 Submit Date Aug 12, 2022  
 To Be Paid In USD



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 Email: expense@ca1.chromeriver.com Fax: (888) 323-1591

Financial Summary

	Total (USD)
Total Expenses Reported	245.00
Amount Due Expense Owner	245.00

Expense Summary

Expense Type	Total (USD)
MEALALLOW	245.00
Total	245.00

Allocation

Allocations Charged		Total (USD)
137656-CDB-KCM-CO22	TEMPLE GREEN	245.00
TEMPLE DATA CENTER EPC-CDB-KCM CO 22		
Total		245.00

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Expense Details

Report ID: 0100-2762-9548

Expense Report

Temple 51

Item	Date	Alert	Cost Code	Type	Disb Amt	Pay Me Amt
1	08/12/2022		MEAL ALLOWANCE	MEALALLOW	245.00 USD	245.00 USD
Business Purpose Description	Meals while on project					
	Firm Paid: No					
Allocations	137656-CDB-KC M-CO22	TEMPLE GREEN DA		TEMPLE DATA CENTER E		245.00 USD

Report Notes

By: Allocation Validation Date: Aug 12, 2022  
Approved because all lineltems allocations are open

By: Allocation Validation 2 Date: Aug 16, 2022  
Approved because all lineltems allocations are open

DUCHARME, ARIEL RAYMOND  
109 66TH ST.AVE  
SOUTH HAVEN MI 49090  
UNITED STATES OF AMERICA

225/NKJ  
7/5/2022 7:00:00 PM  
8/15/2022

1/0  
116.98

Rate Plan:  
HH #  
AL:  
Car:

6N1  
153684901 DIAMOND

Confirmation Number: 82339688

8/7/2022

7/29/2022	154919	GUEST ROOM	\$116.98
7/29/2022	154919	RM CITY TAX	\$8.19
7/29/2022	154919	RM STATE TAX	\$7.02
7/29/2022	154919	RM COUNTY TAX	\$2.34
7/30/2022	155099	GUEST ROOM	\$116.98
7/30/2022	155099	RM CITY TAX	\$8.19
7/30/2022	155099	RM STATE TAX	\$7.02
7/30/2022	155099	RM COUNTY TAX	\$2.34
7/31/2022	155265	AX *3896	(\$941.71)
7/31/2022	155309	GUEST ROOM	\$116.98
7/31/2022	155309	RM CITY TAX	\$8.19
7/31/2022	155309	RM STATE TAX	\$7.02
7/31/2022	155309	RM COUNTY TAX	\$2.34
8/1/2022	155499	GUEST ROOM	\$116.98
8/1/2022	155499	RM CITY TAX	\$8.19
8/1/2022	155499	RM STATE TAX	\$7.02
8/1/2022	155499	RM COUNTY TAX	\$2.34
8/2/2022	155718	GUEST ROOM	\$116.98
8/2/2022	155718	RM CITY TAX	\$8.19
8/2/2022	155718	RM STATE TAX	\$7.02
8/2/2022	155718	RM COUNTY TAX	\$2.34
8/3/2022	155883	GUEST ROOM	\$116.98
8/3/2022	155883	RM CITY TAX	\$8.19
8/3/2022	155883	RM STATE TAX	\$7.02
8/3/2022	155883	RM COUNTY TAX	\$2.34

AX \*3896

8/7/2022

54764 A

DUCHARME, ARIEL RAYMOND

900005

-941.71

DUCHARME, ARIEL RAYMOND  
 109 66TH ST.AVE  
 SOUTH HAVEN MI 49090  
 UNITED STATES OF AMERICA

225/NKJ  
 7/5/2022 7:00:00 PM  
 8/15/2022

1/0  
 116.98

Rate Plan: 6N1  
 HH # 153684901 DIAMOND  
 AL:  
 Car:

Confirmation Number: 82339688

8/7/2022

8/4/2022	156091	GUEST ROOM	\$116.98
8/4/2022	156091	RM CITY TAX	\$8.19
8/4/2022	156091	RM STATE TAX	\$7.02
8/4/2022	156091	RM COUNTY TAX	\$2.34
8/5/2022	156296	GUEST ROOM	\$116.98
8/5/2022	156296	RM CITY TAX	\$8.19
8/5/2022	156296	RM STATE TAX	\$7.02
8/5/2022	156296	RM COUNTY TAX	\$2.34
8/6/2022	156470	GUEST ROOM	\$116.98
8/6/2022	156470	RM CITY TAX	\$8.19
8/6/2022	156470	RM STATE TAX	\$7.02
8/6/2022	156470	RM COUNTY TAX	\$2.34
8/7/2022	156613	AX *3896	(\$941.71)
		**BALANCE**	\$0.00

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AX \*3896 8/7/2022 54764 A  
 DUCHARME, ARIEL RAYMOND 900005

-941.71

# Expense Report

Report ID: 0100-2755-4041

Report Name Temple 49  
Expense Owner Ariel R DuCharme  
Expense Owner ID aducharme@burnsmcd.com / 3087  
Created By Ariel R DuCharme  
Submit Date Aug 6, 2022  
To Be Paid In USD



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Email: expense@ca1.chromeriver.com Fax: (888) 323-1591

## Financial Summary

	Total (USD)
Total Expenses Reported	245.00
Amount Due Expense Owner	245.00

## Expense Summary

Expense Type	Total (USD)
MEALALLOW	245.00
Total	245.00

## Allocation

Allocations Charged		Total (USD)
137656-CDB-KCM-CO22	TEMPLE GREEN	245.00
TEMPLE DATA CENTER EPC-CDB-KCM CO 22		
Total		245.00

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Expense Details

Report ID: 0100-2755-4041

Expense Report

Temple 49

Item	Date	Alert	Cost Code	Type	Disb Amt	Pay Me Amt
1	08/06/2022		MEAL ALLOWANCE	MEALALLOW	245.00 USD	245.00 USD
Business Purpose Description	Meals while on project					
Allocations	Firm Paid: No					
	137656-CDB-KC M-CO22	TEMPLE GREEN DA		TEMPLE DATA CENTER E		245.00 USD

Report Notes

By: Allocation Validation Date: Aug 06, 2022  
Approved because all lineltems allocations are open

By: Allocation Validation 2 Date: Aug 08, 2022  
Approved because all lineltems allocations are open

RA #: 557621200  
**Invoice #:** 93738359  
 Invoice Date: 08/05/2022  
 Reservation #: 1087683249



4210 S CONGRESS AVE  
 78745-1104 AUSTIN, UNITED STATES

**BILLING DETAIL**

Description	Qty	Period	Rate	Amount
<b>Taxable Charges:</b>				
TIME & DISTANCE	1	MON	1,440.00	1,440.00
CONSOLIDATED FACILITY FEE 6.75/DY	30	DAY	6.75	202.50
CONCESSION RECOUP FEE 11.11 PCT	1,487.70	%	11.11	165.28
VEH LICENSE & ENVIRONMENTAL FEE	30	DAY	1.59	47.70
<b>Taxable Subtotal:</b>				<b>1,855.48</b>
TX MOTOR VEH RENTAL TAX	1,855.48	%	10.00	185.55
<b>Non-Taxable Charges:</b>				
AUSTIN EVENTS VENUE TAX 5 PCT	1,855.48	%	5.00	92.77
<b>Non-Taxable Subtotal:</b>				<b>92.77</b>
<b>Total (USD)</b>				<b>2,133.80</b>

**PAYMENTS**

Payment	08/05/2022	AX	3896	2,133.80
<b>Total Payments (USD)</b>				<b>2,133.80</b>

**Balance Due (USD) 0.00**

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

**BILL TO**

ARIEL DUCHARME  
 128 SW CAMDEN PL  
 LAKE CITY, FL, UNITED STATES 32024

**RENTAL INFORMATION**

**Driver:** DUCHARME, ARIEL  
**Check Out:** 07/05/2022 16:43  
**Location:** AUSTIN BERGSTROM ARPT  
**Check In:** 08/04/2022 16:43  
**Location:** AUSTIN BERGSTROM ARPT  
**Reserved Car Class:** IFAR  
**Charged Car Class:** IFAR  
**Type:** VP  
**IATA:** 26506266

**RENTAL VEHICLES**

#	Year	Make	Model	Series	Class	Reg. Date	Start	End
1	2021	JEEP	COMPASE8A4				07/05	08/04
#	Lic. Plate	MRP	CO2	Fuel	KM/M	Beg. / End. / Total		
1	BKA512					18997 / 21997 / 3000		
#	VIN #	Eng.	HP	KW	Unit			
1	3C4NJDEBXMT596490		180	132	7VJ8V7			

Fed Tax Id : 26-4086616

**FOR BILLING INQUIRIES**

Tel#: 5129120332  
 NTXAUSTINADMIN@EHI.COM



DUCHARME, ARIEL RAYMOND  
 109 66TH ST.AVE  
 SOUTH HAVEN MI 49090  
 UNITED STATES OF AMERICA

225/NKJ  
 7/5/2022 7:00:00 PM  
 8/15/2022

1/0  
 116.98

Rate Plan:  
 HH #  
 AL:  
 Car:

6N1  
 153684901 DIAMOND

Confirmation Number: 82339688

7/31/2022

7/23/2022	153877	GUEST ROOM	\$116.98
7/23/2022	153877	RM CITY TAX	\$8.19
7/23/2022	153877	RM STATE TAX	\$7.02
7/23/2022	153877	RM COUNTY TAX	\$2.34
7/24/2022	153969	AX *3896	(\$941.71)
7/24/2022	154069	GUEST ROOM	\$116.98
7/24/2022	154069	RM CITY TAX	\$8.19
7/24/2022	154069	RM STATE TAX	\$7.02
7/24/2022	154069	RM COUNTY TAX	\$2.34
7/25/2022	154256	GUEST ROOM	\$116.98
7/25/2022	154256	RM CITY TAX	\$8.19
7/25/2022	154256	RM STATE TAX	\$7.02
7/25/2022	154256	RM COUNTY TAX	\$2.34
7/26/2022	154420	GUEST ROOM	\$116.98
7/26/2022	154420	RM CITY TAX	\$8.19
7/26/2022	154420	RM STATE TAX	\$7.02
7/26/2022	154420	RM COUNTY TAX	\$2.34
7/27/2022	154574	GUEST ROOM	\$116.98
7/27/2022	154574	RM CITY TAX	\$8.19
7/27/2022	154574	RM STATE TAX	\$7.02
7/27/2022	154574	RM COUNTY TAX	\$2.34
7/28/2022	154723	GUEST ROOM	\$116.98
7/28/2022	154723	RM CITY TAX	\$8.19
7/28/2022	154723	RM STATE TAX	\$7.02
7/28/2022	154723	RM COUNTY TAX	\$2.34

AX \*3896

7/31/2022

54764 A

DUCHARME, ARIEL RAYMOND

900005

DUCHARME, ARIEL RAYMOND  
 109 66TH ST.AVE  
 SOUTH HAVEN MI 49090  
 UNITED STATES OF AMERICA

225/NKJ  
 7/5/2022 7:00:00 PM  
 8/15/2022

1/0  
 116.98

Rate Plan:  
 HH #  
 AL:  
 Car:

6N1  
 153684901 DIAMOND

Confirmation Number: 82339688

7/31/2022

7/29/2022	154919	GUEST ROOM	\$116.98
7/29/2022	154919	RM CITY TAX	\$8.19
7/29/2022	154919	RM STATE TAX	\$7.02
7/29/2022	154919	RM COUNTY TAX	\$2.34
7/30/2022	155099	GUEST ROOM	\$116.98
7/30/2022	155099	RM CITY TAX	\$8.19
7/30/2022	155099	RM STATE TAX	\$7.02
7/30/2022	155099	RM COUNTY TAX	\$2.34
7/31/2022	155265	AX *3896	(\$941.71)
		**BALANCE**	\$0.00

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AX \*3896

7/31/2022

54764 A

DUCHARME, ARIEL RAYMOND

900005

# Expense Report

Report ID: 0100-2741-5093

Report Name Temple 46  
Expense Owner Ariel R DuCharme  
Expense Owner ID aducharme@burnsmcd.com / 3087  
Created By Ariel R DuCharme  
Submit Date Aug 1, 2022  
To Be Paid In USD



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Email: expense@ca1.chromeriver.com Fax: (888) 323-1591

## Financial Summary

	Total (USD)
Total Expenses Reported	245.00
Amount Due Expense Owner	245.00

## Expense Summary

Expense Type	Total (USD)
MEALALLOW	245.00
Total	245.00

## Allocation

Allocations Charged		Total (USD)
137656-CDB-KCM-CO22	TEMPLE GREEN	245.00
TEMPLE DATA CENTER EPC-CDB-KCM CO 22		
Total		245.00

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Expense Details

Report ID: 0100-2741-5093

Expense Report

Temple 46

Item	Date	Alert	Cost Code	Type	Disb Amt	Pay Me Amt
1	07/27/2022		MEAL ALLOWANCE	MEALALLOW	245.00 USD	245.00 USD
Business Purpose Description	Meals while on project					
	Firm Paid: No					
Allocations	137656-CDB-KC M-CO22	TEMPLE GREEN DA		TEMPLE DATA CENTER E		245.00 USD

Report Notes

By: Allocation Validation Date: Aug 01, 2022  
Approved because all lineltems allocations are open

By: Allocation Validation 2 Date: Aug 02, 2022  
Approved because all lineltems allocations are open

Expense Report

Report ID: 0100-2735-7935

Report Name Temple 44  
Expense Owner Ariel R DuCharme  
Expense Owner ID aducharme@burnsmcd.com / 3087  
Created By Ariel R DuCharme  
Submit Date Jul 24, 2022  
To Be Paid In USD



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Financial Summary

	Total (USD)
Total Expenses Reported	245.00
Amount Due Expense Owner	245.00

Expense Summary

Expense Type	Total (USD)
MEALALLOW	245.00
Total	245.00

Allocation

Allocations Charged		Total (USD)
137656-CDB-KCM-CO22	TEMPLE GREEN	245.00
TEMPLE DATA CENTER EPC-CDB-KCM CO 22		
Total		245.00

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Expense Details

Report ID: 0100-2735-7935

Expense Report

Temple 44

Item	Date	Alert	Cost Code	Type	Disb Amt	Pay Me Amt
1	07/22/2022		MEAL ALLOWANCE	MEALALLOW	245.00 USD	245.00 USD
Business Purpose Description	Meals while on project					
Allocations	Firm Paid: No					
	137656-CDB-KC M-CO22	TEMPLE GREEN DA		TEMPLE DATA CENTER E		245.00 USD

Report Notes

By: Allocation Validation Date: Jul 24, 2022  
Approved because all lineltems allocations are open

By: Allocation Validation 2 Date: Jul 26, 2022  
Approved because all lineltems allocations are open

DUCHARME, ARIEL RAYMOND  
 109 66TH ST.AVE  
 SOUTH HAVEN MI 49090  
 UNITED STATES OF AMERICA

225/NKJ  
 7/5/2022 7:23:00 PM  
 8/5/2022

1/0  
 116.98

Rate Plan:  
 HH #  
 AL:  
 Car:

6N1  
 153684901 DIAMOND

Confirmation Number: 82339688

7/24/2022

7/17/2022	152715	AX *3896	(\$134.53)
7/17/2022	152756	GUEST ROOM	\$116.98
7/17/2022	152756	RM CITY TAX	\$8.19
7/17/2022	152756	RM STATE TAX	\$7.02
7/17/2022	152756	RM COUNTY TAX	\$2.34
7/18/2022	152943	GUEST ROOM	\$116.98
7/18/2022	152943	RM CITY TAX	\$8.19
7/18/2022	152943	RM STATE TAX	\$7.02
7/18/2022	152943	RM COUNTY TAX	\$2.34
7/19/2022	153115	GUEST ROOM	\$116.98
7/19/2022	153115	RM CITY TAX	\$8.19
7/19/2022	153115	RM STATE TAX	\$7.02
7/19/2022	153115	RM COUNTY TAX	\$2.34
7/20/2022	153280	GUEST ROOM	\$116.98
7/20/2022	153280	RM CITY TAX	\$8.19
7/20/2022	153280	RM STATE TAX	\$7.02
7/20/2022	153280	RM COUNTY TAX	\$2.34
7/21/2022	153444	GUEST ROOM	\$116.98
7/21/2022	153444	RM CITY TAX	\$8.19
7/21/2022	153444	RM STATE TAX	\$7.02
7/21/2022	153444	RM COUNTY TAX	\$2.34
7/22/2022	153682	GUEST ROOM	\$116.98
7/22/2022	153682	RM CITY TAX	\$8.19
7/22/2022	153682	RM STATE TAX	\$7.02
7/22/2022	153682	RM COUNTY TAX	\$2.34

AX \*3896  
 7/24/2022 54764 A  
 900005  
 DUCHARME, ARIEL RAYMOND

DUCHARME, ARIEL RAYMOND  
 109 66TH ST.AVE  
 SOUTH HAVEN MI 49090  
 UNITED STATES OF AMERICA

225/NKJ  
 7/5/2022 7:23:00 PM  
 8/5/2022

1/0  
 116.98

Rate Plan:  
 HH #  
 AL:  
 Car:

6N1  
 153684901 DIAMOND

Confirmation Number: 82339688

7/24/2022

7/23/2022	153877	GUEST ROOM	\$116.98
7/23/2022	153877	RM CITY TAX	\$8.19
7/23/2022	153877	RM STATE TAX	\$7.02
7/23/2022	153877	RM COUNTY TAX	\$2.34
7/24/2022	153969	AX *3896	(\$941.71)
		**BALANCE**	\$0.00

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AX \*3896

7/24/2022

54764 A

DUCHARME, ARIEL RAYMOND

900005

## Expense Report

Report ID: 0100-2727-7425

Report Name Temple 42  
Expense Owner Ariel R DuCharme  
Expense Owner ID aducharme@burnsmcd.com / 3087  
Created By Ariel R DuCharme  
Submit Date Jul 24, 2022  
To Be Paid In USD



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Email: [expense@ca1.chromeriver.com](mailto:expense@ca1.chromeriver.com) Fax: (888) 323-1591

### Financial Summary

	Total (USD)
Total Expenses Reported	245.00
Amount Due Expense Owner	245.00

### Expense Summary

Expense Type	Total (USD)
MEALALLOW	245.00
Total	245.00

### Allocation

Allocations Charged		Total (USD)
137656-CDB-KCM-CO22	TEMPLE GREEN	245.00
TEMPLE DATA CENTER EPC-CDB-KCM CO 22		
Total		245.00

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Expense Details

Report ID: 0100-2727-7425

Expense Report

Temple 42

Item	Date	Alert	Cost Code	Type	Disb Amt	Pay Me Amt
1	07/10/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-CDB-KC M-CO22	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD
2	07/11/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-CDB-KC M-CO22	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD
3	07/12/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-CDB-KC M-CO22	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD
4	07/13/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-CDB-KC M-CO22	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD

Expense Details

Report ID: 0100-2727-7425

Expense Report

Temple 42

Item	Date	Alert	Cost Code	Type	Disb Amt	Pay Me Amt
5	07/14/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-CDB-KC M-CO22	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD

6	07/15/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-CDB-KC M-CO22	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD

7	07/16/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-CDB-KC M-CO22	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD

Report Notes

By: Allocation Validation  
Approved because all lineltems allocations are open

Date: Jul 24, 2022

By: Allocation Validation 2  
Approved because all lineltems allocations are open

Date: Jul 26, 2022

CEFCO

DATE 7/10/22 9:11  
TRAN# 9060342  
PUMP# 06  
SERVICE LEVEL: SELF  
PRODUCT: UNLD1  
GALLONS: 6.132  
PRICE/G: \$3.999  
FUEL SALE \$24.52  
DEBIT \$24.52

USD\$24.52  
Payment from  
Primary Account  
\*\*\*\*\*2235  
Entry: Chip Read  
AppName: US DEBIT  
AuthNet: INTERLNK  
MODE: Issuer  
AID: A0000000980840  
Auth #: 207990  
Resp Code: 000  
Stan: 12123370335  
Invoice #: 58089  
Shift #: 1  
Store # \*\*\*\*\*  
\*\*\*\*

Verified By PIN  
No Signature Needed

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CEFCO 43  
CEFCO 00-13  
3245 Martin Ltr Ki  
Temple TX  
76502

DATE 7/11/22 10:46  
TRAN# 9153394  
PUMP# 15  
SERVICE LEVEL: SELF  
PRODUCT: UNLD1  
GALLONS: 7.311  
PRICE/G: \$3.999  
FUEL SALE \$29.24  
DEBIT \$29.24

USD\$29.24  
Payment from  
Primary Account  
\*\*\*\*\*2235  
Entry: Chip Read  
AppName: US DEBIT  
AuthNet: INTERLNK  
MODE: Issuer  
AID: A00C0000980840  
Auth #: 615509  
Resp Code: 000  
Stan: 12416766616  
Invoice #: 330501  
Shift #: 1  
Store # \*\*\*\*\*  
\*\*\*\*

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CEFCO 43  
CEFCO 0043  
3245 Martin Ltr Ki  
Temple TX  
76502

DATE 7/12/22 20:24  
TRAN# 9043308  
PUMP# 04  
SERVICE LEVEL: SELF  
PRODUCT: UNLD1  
GALLONS: 11.862  
PRICE/G: \$3.959  
FUEL SALE \$46.96  
DEBIT \$46.96

USD\$46.96  
Payment from  
Primary Account  
\*\*\*\*\*2235  
Entry: Chip Read  
AppName: US DEBIT  
AuthNet: INTERLNK  
MODE: Issuer  
AID: A0000000980840  
Auth #: 080587  
Resp Code: 000  
Stan: 12426778717  
Invoice #: 336694  
Shift #: 1  
Store # \*\*\*\*\*  
\*\*\*\*

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CEFCO 43  
CEFCO 0043  
3245 Martin Ltr Ki  
Temple TX  
76502

DATE 7/20/22 20:53  
TRAN# 9076054  
PUMP# 07  
SERVICE LEVEL: SELF  
PRODUCT: UNLD1  
GALLONS: 11.652  
PRICE/G: \$3.759  
FUEL SALE \$43.80  
DEBIT \$43.80

USD\$43.80  
Payment from  
Primary Account  
+ \*\*\*\*\*2235  
Entry: Chip Read  
AppName: US DEBIT  
AuthNet: INTERLNK  
MODE: Issuer  
AID: A0000000980840  
Auth #: 697829  
Resp Code: 000  
Stan: 12506843263  
Invoice #: 369048  
Shift #: 1  
Store # \*\*\*\*\*  
\*\*\*\*

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soda at  
[www.myCEFCOvisit.com](http://www.myCEFCOvisit.com)

CEFCO

DATE 8/7/22 12:27  
TRAN# 9022642  
PUMP# 02  
SERVICE LEVEL: SELF  
PRODUCT: UNLD1  
GALLONS: 11.497  
PRICE/G: \$3.399  
FUEL SALE \$39.08  
DEBIT \$39.08

USD\$39.08  
Payment from  
Primary Account  
\*\*\*\*\*2235  
Entry: Chip Read  
AppName: US DEBIT  
AuthNet: INTERLNK  
MODE: Issuer  
AID: A0000000980840  
Auth #: 826475  
Resp Code: 000  
Stan: 12453478963  
Invoice #: 108878  
Shift #: 1  
Store # \*\*\*\*\*  
\*\*\*\*

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No Signature Needed

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soda at  
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DUCHARME, ARIEL RAYMOND  
 109 66TH ST.AVE  
 SOUTH HAVEN MI 49090  
 UNITED STATES OF AMERICA

225/NKJ  
 7/5/2022 7:23:00 PM  
 8/5/2022

1/0  
 116.98

Rate Plan: 6N1  
 HH # 153684901 DIAMOND  
 AL:  
 Car:

Confirmation Number: 82339688

7/20/2022

7/5/2022	150186	GUEST ROOM	\$116.98
7/5/2022	150186	RM CITY TAX	\$8.19
7/5/2022	150186	RM STATE TAX	\$7.02
7/5/2022	150186	RM COUNTY TAX	\$2.34
7/6/2022	150377	GUEST ROOM	\$116.98
7/6/2022	150377	RM CITY TAX	\$8.19
7/6/2022	150377	RM STATE TAX	\$7.02
7/6/2022	150377	RM COUNTY TAX	\$2.34
7/7/2022	150799	GUEST ROOM	\$116.98
7/7/2022	150799	RM CITY TAX	\$8.19
7/7/2022	150799	RM STATE TAX	\$7.02
7/7/2022	150799	RM COUNTY TAX	\$2.34
7/8/2022	151008	GUEST ROOM	\$116.98
7/8/2022	151008	RM CITY TAX	\$8.19
7/8/2022	151008	RM STATE TAX	\$7.02
7/8/2022	151008	RM COUNTY TAX	\$2.34
7/9/2022	151191	GUEST ROOM	\$116.98
7/9/2022	151191	RM CITY TAX	\$8.19
7/9/2022	151191	RM STATE TAX	\$7.02
7/9/2022	151191	RM COUNTY TAX	\$2.34
7/10/2022	151314	AX *3896	(\$672.65)
7/10/2022	151412	GUEST ROOM	\$116.98
7/10/2022	151412	RM CITY TAX	\$8.19
7/10/2022	151412	RM STATE TAX	\$7.02
7/10/2022	151412	RM COUNTY TAX	\$2.34

AX \*3896

7/17/2022

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DUCHARME, ARIEL RAYMOND

900005

DUCHARME, ARIEL RAYMOND  
 109 66TH ST AVE  
 SOUTH HAVEN MI 49090  
 UNITED STATES OF AMERICA

225/NKJ  
 7/5/2022 7:23:00 PM  
 8/5/2022

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 116.98  
 6N1  
 153684901 DIAMOND

Rate Plan:  
 HH #  
 AL:  
 Car:

Confirmation Number: 82339688

7/20/2022

7/11/2022	151588	GUEST ROOM	\$116.98
7/11/2022	151588	RM CITY TAX	\$8.19
7/11/2022	151588	RM STATE TAX	\$7.02
7/11/2022	151588	RM COUNTY TAX	\$2.34
7/12/2022	151761	GUEST ROOM	\$116.98
7/12/2022	151761	RM CITY TAX	\$8.19
7/12/2022	151761	RM STATE TAX	\$7.02
7/12/2022	151761	RM COUNTY TAX	\$2.34
7/13/2022	151956	GUEST ROOM	\$116.98
7/13/2022	151956	RM CITY TAX	\$8.19
7/13/2022	151956	RM STATE TAX	\$7.02
7/13/2022	151956	RM COUNTY TAX	\$2.34
7/14/2022	152144	GUEST ROOM	\$116.98
7/14/2022	152144	RM CITY TAX	\$8.19
7/14/2022	152144	RM STATE TAX	\$7.02
7/14/2022	152144	RM COUNTY TAX	\$2.34
7/15/2022	152388	GUEST ROOM	\$116.98
7/15/2022	152388	RM CITY TAX	\$8.19
7/15/2022	152388	RM STATE TAX	\$7.02
7/15/2022	152388	RM COUNTY TAX	\$2.34
7/16/2022	152488	AX *3896	(\$807.18)
7/16/2022	152563	GUEST ROOM	\$116.98
7/16/2022	152563	RM CITY TAX	\$8.19
7/16/2022	152563	RM STATE TAX	\$7.02
7/16/2022	152563	RM COUNTY TAX	\$2.34

AX \*3896

7/17/2022

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Rate Plan: 6N1  
 HH # 153684901 DIAMOND  
 AL:  
 Car:

Confirmation Number: 82339688

7/20/2022

7/17/2022	152715	AX *3896	(\$134.53)
7/17/2022	152756	GUEST ROOM	\$116.98
7/17/2022	152756	RM CITY TAX	\$8.19
7/17/2022	152756	RM STATE TAX	\$7.02
7/17/2022	152756	RM COUNTY TAX	\$2.34
7/18/2022	152943	GUEST ROOM	\$116.98
7/18/2022	152943	RM CITY TAX	\$8.19
7/18/2022	152943	RM STATE TAX	\$7.02
7/18/2022	152943	RM COUNTY TAX	\$2.34
7/19/2022	153115	GUEST ROOM	\$116.98
7/19/2022	153115	RM CITY TAX	\$8.19
7/19/2022	153115	RM STATE TAX	\$7.02
7/19/2022	153115	RM COUNTY TAX	\$2.34
		**BALANCE**	\$403.59

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AX \*3896

7/17/2022

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DUCHARME, ARIEL RAYMOND

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DUCHARME, ARIEL RAYMOND  
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 SOUTH HAVEN MI 49090  
 UNITED STATES OF AMERICA

225/NKJ  
 7/5/2022 7:23:00 PM  
 8/5/2022

1/0  
 116.98

Rate Plan:  
 HH #  
 AL:  
 Car:

6N1  
 153684901 DIAMOND

Confirmation Number: 82339688

7/10/2022

7/5/2022	150186	GUEST ROOM	\$116.98
7/5/2022	150186	RM CITY TAX	\$8.19
7/5/2022	150186	RM STATE TAX	\$7.02
7/5/2022	150186	RM COUNTY TAX	\$2.34
7/6/2022	150377	GUEST ROOM	\$116.98
7/6/2022	150377	RM CITY TAX	\$8.19
7/6/2022	150377	RM STATE TAX	\$7.02
7/6/2022	150377	RM COUNTY TAX	\$2.34
7/7/2022	150799	GUEST ROOM	\$116.98
7/7/2022	150799	RM CITY TAX	\$8.19
7/7/2022	150799	RM STATE TAX	\$7.02
7/7/2022	150799	RM COUNTY TAX	\$2.34
7/8/2022	151008	GUEST ROOM	\$116.98
7/8/2022	151008	RM CITY TAX	\$8.19
7/8/2022	151008	RM STATE TAX	\$7.02
7/8/2022	151008	RM COUNTY TAX	\$2.34
7/9/2022	151191	GUEST ROOM	\$116.98
7/9/2022	151191	RM CITY TAX	\$8.19
7/9/2022	151191	RM STATE TAX	\$7.02
7/9/2022	151191	RM COUNTY TAX	\$2.34
7/10/2022	151314	AX *3896	(\$672.65)
		**BALANCE**	\$0.00

AX \*3896

7/10/2022

54764 A

DUCHARME, ARIEL RAYMOND

900005

# Expense Report

Report ID: 0100-2719-1598

Report Name Temple 38  
Expense Owner Ariel R DuCharme  
Expense Owner ID aducharme@burnsmcd.com / 3087  
Created By Ariel R DuCharme  
Submit Date Jul 10, 2022  
To Be Paid In USD



Please place this cover sheet in front of hardcopy receipt pages and then scan or fax to:  
Email: [expense@ca1.chromeriver.com](mailto:expense@ca1.chromeriver.com) Fax: (888) 323-1591

## Financial Summary

	Total (USD)
Total Expenses Reported	175.00
Amount Due Expense Owner	175.00

## Expense Summary

Expense Type	Total (USD)
MEALALLOW	175.00
Total	175.00

## Allocation

Allocations Charged		Total (USD)
137656-8CDB-DFW.08	TEMPLE GREEN	175.00
TEMPLE DATA CENTER EPC-FIELD TEAM EXP		
Total		175.00

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Expense Details

Report ID: 0100-2719-1598

Expense Report

Temple 38

Item	Date	Alert	Cost Code	Type	Disb Amt	Pay Me Amt
1	07/05/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-8CDB-D FW.08	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD
2	07/06/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-8CDB-D FW.08	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD
3	07/07/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-8CDB-D FW.08	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD
4	07/08/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description		Meals while on project				
		Firm Paid: No				
Allocations		137656-8CDB-D FW.08	TEMPLE GREEN DA	TEMPLE DATA CENTER E		35.00 USD

Expense Details

Report ID: 0100-2719-1598

Expense Report

Temple 38

Item	Date	Alert	Cost Code	Type	Disb Amt	Pay Me Amt
5	07/09/2022		MEAL ALLOWANCE	MEALALLOW	35.00 USD	35.00 USD
Business Purpose Description	Meals while on project					
Allocations	Firm Paid: No					
	137656-8CDB-D TEMPLE GREEN DA FW.08			TEMPLE DATA CENTER E	35.00 USD	

Report Notes

By: Allocation Validation Date: Jul 10, 2022  
Approved because all lineltems allocations are open

By: Allocation Validation 2 Date: Jul 11, 2022  
Approved because all lineltems allocations are open

**Exhibit C**  
**Other Required Information and Documentation**

- 1) Rate Sheet

## Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$61.00
Technician *	6	\$77.00
Assistant *	7	\$92.00
	8	\$124.00
	9	\$147.00
Staff *	10	\$167.00
	11	\$184.00
Senior	12	\$203.00
	13	\$225.00
Associate	14	\$234.00
	15	\$238.00
	16	\$240.00
	17	\$246.00

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. ~~A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.~~ *MB*  
*S*
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2021, and are subject to revision thereafter.

**Exhibit D**  
**Other Required Information and Documentation**

- 1) Change Order 22

**APPENDIX Q-1  
FORM OF CONTRACTOR CHANGE ORDER REQUEST**

**Temple Data Center**

Change Order Request No. 22

Contractor hereby submits a Change Order Request, as of 6/30/2022, pursuant to Section 9.2.1 of that certain ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT by and between BURNS & MCDONNELL ENGINEERING COMPANY, INC. ("**Contractor**") and Temple Green Data LLC ("**Owner**") dated 9/17/21 (the "**Agreement**"). Contractor encountered the circumstances set forth at paragraph (1) below which necessitate a Change in accordance with Section 9.2.1.1 of the Agreement. Contractor hereby acknowledges that the Change requested herein must first be approved by Owner pursuant to a Change Order, and any work outside the Work defined in the Agreement performed by Contractor prior to Contractor's receipt of a Change Order from Owner will be at Contractor's sole risk and expense. Terms used and not defined herein shall have the meanings set forth in the Agreement.

- 1) Circumstances necessitating a Change as described in Section 9.2.1.1:
  - a. Multiple safety violations by tenant subcontractors, who were allowed early access to the site in accordance with the terms of approved Change Order 19.
  - b. Multiple stand downs have been ineffective in sufficiently changing the safety culture of tenant subcontractors.
  - c. On Saturday June 25<sup>th</sup> Burns & McDonnell site management noted two workers from Rhodium's subcontractor, Industrial Builders working on an elevated surface and not tied off. This resulted in the subcontractor being asked to leave the site until a mitigation plan allowing them to return to work could be agreed upon.
  - d. Based on the safety performance to date and as discussed in our meeting on 6/29/22 it is in the best interest of maintaining project safety to add a dedicated site safety manager for a period of time to be determined but estimated at 4 weeks to assist Rhodium subcontractors in their safety efforts.
  
- 2) Requested Change in the Work:
  - a. Burns & McDonnell to provide an additional full time Site Safety Professional, Ariel DuCharme, for an initial period of 4 weeks. The time may be adjusted upon request.
  - b. The safety professional shall be provide the following services:
    - (i) Assist tenant subcontractors with the requirements and expectations of the site safety plan.
    - (ii) Assist tenant subcontractors in the development as a proper, fully detailed mitigation plan.
    - (iii) Observe and report on the safety performance of tenant subcontractors.
      1. Burns & McDonnell personal may at any time issue a stop work notice should unsafe acts be noted. Depending on the violation this could include a stop work of a specific person or crew, subcontractor or all tenant subcontractors as deemed appropriate for the situation.

- (iv) Attend daily tailboard meetings with tenant subcontractors.
- (v) Review work plans, lift plans, and other daily and weekly paperwork for compliance with the site safety plan and provide input as necessary.
- (vi) Provide coverage on site for all times when tenant subcontractors are working. To provide this coverage the safety professional may start later in the day with morning covered by the existing site safety manager.
  - 1. Note that tenant subcontractors are only approved to work at times when a Burns & McDonnell site safety manger is on site until such time as all parties agree that this support is no longer necessary or care, custody and control has been turned over for all areas where work is to be performed by tenant subcontractors.
- (vii) Other tasks as deemed helpful or necessary to promote site safety.

3) Impact of this requested Change to the Contract Price:

- a. The Burns & McDonnell Site Safety Professional shall be billed on a time and material basis based on the rate sheet provided for in the contract. The Safety Professional I familiar with the site and is Level 12.
- b. The work week for the safety professional is expected to be 6 ten-hour days per week.
- c. Expenses for hotel, rental car, flights, and meal allowances shall be at cost plus 10% as provided for in the contract.
- d. See Appendix A for a breakdown of the approximate costs listed below. The change order will be adjusted for actual costs based on time and expenses as noted above once the assignment is completed.


Contractor's Direct Costs related to this requested Change in the Work to be listed on Exhibit A.

4) Impact of this requested Change to Approved Project Schedule:

- a. The Site Safety Representative will start on Tuesday July 5<sup>th</sup> and remain for a period of 4 weeks.
- b. This period of support may be adjusted as necessary to increase or decrease the duration. The final determination shall be made via mutual decision between Rowan and Burns & McDonnell.

Other documentation required in connection with this Change Order Request pursuant to Section 9.2.1 is set forth in Exhibit B of this Change Order Request.

The services described in this Change Order Request shall not form part of the Work to be performed under the Agreement and no extension of the Approved Project Schedule described herein shall be authorized unless and until a Change Order is executed by Owner approving such services and/or Approved Project Schedule extension, and is subject to all terms and conditions of the Agreement.

[SIGNATURE PAGE FOLLOWS]

Change Order Request No. 22 is executed this 30<sup>th</sup> day of June, 2022.

**BURNS & MCDONNELL ENGINEERING, INC.**

By: 

Name: Mike Zakar

Title: Director – Industrial Electrical

**Exhibit A  
Contractor's Direct Costs**

- All work shall be on a time and material basis in accordance with the rate sheet included in the base contract and attached in Exhibit B.
- Expenses shall be on a cost plus basis including meals, travel, rental car, and hotel accordance with the rate sheet included in the base contract and attached in Exhibit B.

<b>Weekly Rate (Estimated)</b>			
<b>Site Safety Professional</b>	<b>Rate</b>	<b>Hrs/Wk</b>	<b>Weekly Rate</b>
Ariel DuCharme	\$ 203.00	60	\$ 12,180.00
Expenses (Estimated)			\$ 2,084.50
<b>Estimated Weekly Rate</b>			<b>\$ 14,264.50</b>

<b>Estimated Costs</b>			
<b>Work Week</b>	<b>Daily Rate</b>	<b>Days</b>	
Week 1	\$ 2,037.79	5	\$ 10,188.93
Week 2	\$ 2,037.79	7	\$ 14,264.50
Week 3	\$ 2,037.79	7	\$ 14,264.50
Week 4	\$ 2,037.79	7	\$ 14,264.50
<b>TOTAL</b>			<b>\$ 52,982.43</b>

**Exhibit B**  
**Other Required Information and Documentation**

- 1) Contract Rate Sheet

## Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$61.00
Technician *	6	\$77.00
Assistant *	7	\$92.00
	8	\$124.00
	9	\$147.00
Staff *	10	\$167.00
	11	\$184.00
Senior	12	\$203.00
	13	\$225.00
Associate	14	\$234.00
	15	\$238.00
	16	\$240.00
	17	\$246.00

**NOTES:**

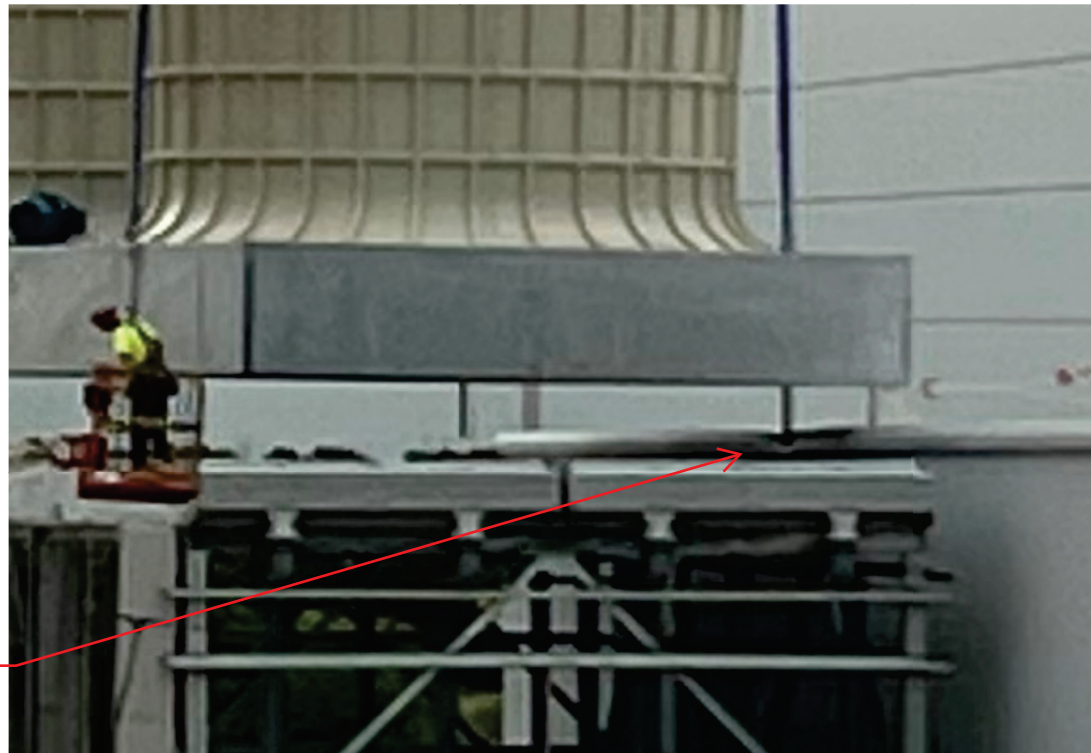
1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. ~~A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.~~ *MB*  
*S*
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2021, and are subject to revision thereafter.



## Safety Form C-2 Incident Investigation



Section K		Employee / Witness Statement	
This statement is given by: <input type="checkbox"/> Employee <input checked="" type="checkbox"/> Witness			
Name: Olen Chenault Title: Construction Manager	Address:	Phone Number: 9039205004	
<p>Describe the incident in a chronological step by step fashion; include the activity in process, the incident, actions, conditions, and factors relating to the incident. Include the equipment, parts, materials, objects, tools, and other important details. Use clear and concise non-judgmental statements. Use the back of the sheet to diagram the event, including locations of equipment, directions, etc.:</p> <p>Thursday 6/2/2022 @ appx 07:20 Nick Chase and I were on the roof of Data Hall 3 doing an inspection as Industrial builders, a sub of Rhodium Enterprises, was lifting the Plenum into place for Block 1West side. The wind at that time was lower than the max allowed but was breezy during the lift. As they were positioning the load above the final resting place, Nick noticed and commented that the building looked like it had a dent in it. I had taken several pictures through the lift. After the Lift was complete, I returned to DH 1 roof where we had inspected the roof about 30-45 minutes prior. There was an obvious dent that was not there in the location of the plenum. Later while inspecting the pictures I had taken, I noticed that one capture the at or near the moment that the plenum struck the building. I don't believe anyone from IB was in a position to see the damage when it happened but should have noticed it afterward. I notified Stevie Saganski with Rhodium that I believed the load had hit the building. We agreed to wait sometime to see if IB self reported, they did not and its not clear if they knew they had bumped the building. Stevie made them aware of it on 6/4/22 and they were accepting of the possibility/ likelihood that it was caused by them.</p>			
My statement in this report is true and correct to the best of my knowledge and memory.			
Signature:	Date Signed: 06/03/2022		



Leg of Plenum  
striking  
Building

**APPENDIX Q-2  
FORM OF CHANGE ORDER**

**Temple Data Center**

Change Order No 22

Date: 12/29/22

Contractor and Owner have entered into that certain ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT by and between BURNS & MCDONNELL ENGINEERING COMPANY, INC. (“Contractor”) and Temple Green Data, LLC (“Owner”) dated 9/17/21 (the “Agreement”). Owner hereby provides this Change Order directing the Change described hereunder on the terms described herein, pursuant to Section 9.1 of the Agreement. Except as expressly modified herein, the terms of the Agreement, including the Work, Contract Price, and Approved Project Schedule, shall not be modified and shall remain in full force and effect.

Change directed by Owner: Due to witnessed serious Safety concerns with Rhodium’s subcontractors and own forces, a mutual decision from all parties was reached to have BMcD provide a full time safety professional solely to help coach and work with Rhodium and their subs. This 1 of 2 CO that make up the total (See CO 28 for other).

Impact of this requested Change to Contract Price: Fifty-two thousand nine hundred eighty-two dollars and forty-three cents (**\$52,982.43**).

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

\*\*Note – Sales Tax is not included

Contractor’s Direct Costs related to this requested Change in the Work to be listed on Exhibit A.

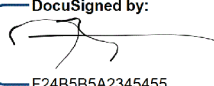
- Owner and Contractor are unable to agree upon the price for the change requested above. Contractor is hereby directed to perform the Change set forth above on a Cost Plus basis as provided in Section 9.5 of the Agreement.

Impact of this Change to the Approved Project Schedule:

- There is no anticipated impact on the project schedule.

The issuance of this Approved Change Order shall not be interpreted as establishing a waiver by implication, pattern of business dealing, or otherwise of the Contractor's notice requirements under Section 9.2.1.2 of the Agreement.

[SIGNATURE ON FOLLOWING PAGE]

<b>TEMPLE GREEN DATA, LLC</b>	
By: _____	DocuSigned by:  F24B5B5A2345455...
Name: _____	Daniel McNary
Title: _____	Chief operations officer

Accepted by Contractor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, provided that Contractor's signature shall not be required if, pursuant to Sections 9.2.1.5, 9.2.2, and 9.5 of the Agreement, Contractor is obligated to proceed on a Cost Plus basis.

**BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

By: \_\_\_\_\_

Name: Mike Zakar

Title: Director - Industrial Electrical

**Exhibit A  
Contractor's Direct Costs**

- **Lump Sum**
- **BMCD Q1 Proposal attached**

**APPENDIX Q-1  
FORM OF CONTRACTOR CHANGE ORDER REQUEST**

**Temple Data Center**

Change Order Request No. 22

Contractor hereby submits a Change Order Request, as of 6/30/2022, pursuant to Section 9.2.1 of that certain ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT by and between BURNS & MCDONNELL ENGINEERING COMPANY, INC. ("**Contractor**") and Temple Green Data LLC ("**Owner**") dated 9/17/21 (the "**Agreement**"). Contractor encountered the circumstances set forth at paragraph (1) below which necessitate a Change in accordance with Section 9.2.1.1 of the Agreement. Contractor hereby acknowledges that the Change requested herein must first be approved by Owner pursuant to a Change Order, and any work outside the Work defined in the Agreement performed by Contractor prior to Contractor's receipt of a Change Order from Owner will be at Contractor's sole risk and expense. Terms used and not defined herein shall have the meanings set forth in the Agreement.

- 1) Circumstances necessitating a Change as described in Section 9.2.1.1:
  - a. Multiple safety violations by tenant subcontractors, who were allowed early access to the site in accordance with the terms of approved Change Order 19.
  - b. Multiple stand downs have been ineffective in sufficiently changing the safety culture of tenant subcontractors.
  - c. On Saturday June 25<sup>th</sup> Burns & McDonnell site management noted two workers from Rhodium's subcontractor, Industrial Builders working on an elevated surface and not tied off. This resulted in the subcontractor being asked to leave the site until a mitigation plan allowing them to return to work could be agreed upon.
  - d. Based on the safety performance to date and as discussed in our meeting on 6/29/22 it is in the best interest of maintaining project safety to add a dedicated site safety manager for a period of time to be determined but estimated at 4 weeks to assist Rhodium subcontractors in their safety efforts.
  
- 2) Requested Change in the Work:
  - a. Burns & McDonnell to provide an additional full time Site Safety Professional, Ariel DuCharme, for an initial period of 4 weeks. The time may be adjusted upon request.
  - b. The safety professional shall be provide the following services:
    - (i) Assist tenant subcontractors with the requirements and expectations of the site safety plan.
    - (ii) Assist tenant subcontractors in the development as a proper, fully detailed mitigation plan.
    - (iii) Observe and report on the safety performance of tenant subcontractors.
      1. Burns & McDonnell personal may at any time issue a stop work notice should unsafe acts be noted. Depending on the violation this could include a stop work of a specific person or crew, subcontractor or all tenant subcontractors as deemed appropriate for the situation.

- (iv) Attend daily tailboard meetings with tenant subcontractors.
- (v) Review work plans, lift plans, and other daily and weekly paperwork for compliance with the site safety plan and provide input as necessary.
- (vi) Provide coverage on site for all times when tenant subcontractors are working. To provide this coverage the safety professional may start later in the day with morning covered by the existing site safety manager.
  - 1. Note that tenant subcontractors are only approved to work at times when a Burns & McDonnell site safety manger is on site until such time as all parties agree that this support is no longer necessary or care, custody and control has been turned over for all areas where work is to be performed by tenant subcontractors.
- (vii) Other tasks as deemed helpful or necessary to promote site safety.

3) Impact of this requested Change to the Contract Price:

- a. The Burns & McDonnell Site Safety Professional shall be billed on a time and material basis based on the rate sheet provided for in the contract. The Safety Professional I familiar with the site and is Level 12.
- b. The work week for the safety professional is expected to be 6 ten-hour days per week.
- c. Expenses for hotel, rental car, flights, and meal allowances shall be at cost plus 10% as provided for in the contract.
- d. See Appendix A for a breakdown of the approximate costs listed below. The change order will be adjusted for actual costs based on time and expenses as noted above once the assignment is completed.


Contractor's Direct Costs related to this requested Change in the Work to be listed on Exhibit A.

4) Impact of this requested Change to Approved Project Schedule:

- a. The Site Safety Representative will start on Tuesday July 5<sup>th</sup> and remain for a period of 4 weeks.
- b. This period of support may be adjusted as necessary to increase or decrease the duration. The final determination shall be made via mutual decision between Rowan and Burns & McDonnell.

Other documentation required in connection with this Change Order Request pursuant to Section 9.2.1 is set forth in Exhibit B of this Change Order Request.

The services described in this Change Order Request shall not form part of the Work to be performed under the Agreement and no extension of the Approved Project Schedule described herein shall be authorized unless and until a Change Order is executed by Owner approving such services and/or Approved Project Schedule extension, and is subject to all terms and conditions of the Agreement.

[SIGNATURE PAGE FOLLOWS]

Change Order Request No. 22 is executed this 30<sup>th</sup> day of June, 2022.

**BURNS & MCDONNELL ENGINEERING, INC.**

By: 

Name: Mike Zakar

Title: Director – Industrial Electrical

**Exhibit A  
Contractor's Direct Costs**

- All work shall be on a time and material basis in accordance with the rate sheet included in the base contract and attached in Exhibit B.
- Expenses shall be on a cost plus basis including meals, travel, rental car, and hotel accordance with the rate sheet included in the base contract and attached in Exhibit B.

<b>Weekly Rate (Estimated)</b>			
<b>Site Safety Professional</b>	<b>Rate</b>	<b>Hrs/Wk</b>	<b>Weekly Rate</b>
Ariel DuCharme	\$ 203.00	60	\$ 12,180.00
Expenses (Estimated)			\$ 2,084.50
Estimated Weekly Rate			\$ 14,264.50

<b>Estimated Costs</b>			
<b>Work Week</b>	<b>Daily Rate</b>	<b>Days</b>	
Week 1	\$ 2,037.79	5	\$ 10,188.93
Week 2	\$ 2,037.79	7	\$ 14,264.50
Week 3	\$ 2,037.79	7	\$ 14,264.50
Week 4	\$ 2,037.79	7	\$ 14,264.50
<b>TOTAL</b>			<b>\$ 52,982.43</b>

**Exhibit B**  
**Other Required Information and Documentation**

- 1) Contract Rate Sheet

## Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$61.00
Technician *	6	\$77.00
Assistant *	7	\$92.00
	8	\$124.00
	9	\$147.00
Staff *	10	\$167.00
	11	\$184.00
Senior	12	\$203.00
	13	\$225.00
Associate	14	\$234.00
	15	\$238.00
	16	\$240.00
	17	\$246.00

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. ~~A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.~~ *MB*  
*S*
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2021, and are subject to revision thereafter.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
RHODIUM ENCORE LLC, <i>et al.</i> <sup>1</sup>	§	
Debtors.	§	Case No. 24-90448 (ARP)
	§	
	§	(Jointly Administered)
	§	<b>Re: Docket No. ___</b>

**ORDER GRANTING TEMPLE GREEN DATA, LLC'S  
APPLICATION FOR ADMINISTRATIVE EXPENSE CLAIM**

Upon the Application of Temple Green Data, LLC for allowance and payment of an administrative expense claim (the "Application"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is permissible pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that notice of the Application and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor and this

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of their corporate identification numbers are as follows: Rhodium Encore LLC (3974), Jordan HPC LLC (3683), Rhodium JV LLC (5323), Rhodium 2.0 LLC (1013), Rhodium 10MW LLC (4142), Rhodium 30MW LLC (0263), Rhodium Enterprises, Inc. (6290), Rhodium Technologies LLC (3973), Rhodium Renewables LLC (0748), Air HPC LLC (0387), Rhodium Shared Services LLC (5868), Rhodium Ready Ventures LLC (8618), Rhodium Industries LLC (4771), Rhodium Encore Sub LLC (1064), Jordan HPC Sub LLC (0463), Rhodium 2.0 Sub LLC (5319), Rhodium 10MW Sub LLC (3827), Rhodium 30MW Sub LLC (4386), and Rhodium Renewables Sub LLC (9511). The mailing and service address of the Debtors in these chapter 11 cases is 2617 Bissonnet Street, Suite 234, Houston, TX 77005.

Court, having considered same, and any response(s) thereto, is of the opinion that the Application should be GRANTED. It is HEREBY ORDERED THAT:

1. Temple Green Data, LLC's administrative claim is Allowed pursuant to 11 U.S.C. § 503(b) in the amount of \$2,685,187.33, which the Debtors shall pay within 30 days of the entry of this Order.

2. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

3. The Reorganized Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

4. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

SIGNED: \_\_\_\_\_

\_\_\_\_\_  
ALFREDO R. PEREZ  
UNITED STATES BANKRUPTCY JUDGE