

RESOLUTION APPROVING AND ADOPTING THE SPRINGBOARD DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN AND SUPPORTING INCENTIVE DISTRICTS PURSUANT TO THE LOCAL DEVELOPMENT ACT; IDENTIFYING AND ESTABLISHING FOUR INCENTIVE DISTRICTS; DEFERRING NUMERICAL DESIGNATIONS AND EFFECTIVE DATES FOR THE INCENTIVE DISTRICTS; DESIGNATING AND ADOPTING PROJECT AREA, PROJECT SITE, AND INCENTIVE DISTRICT BOUNDARIES; ADOPTING CERTAIN FINDINGS; AUTHORIZING MUSKOGEE COUNTY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE; APPROVING AND ADOPTING A TAX INCENTIVE AGREEMENT; AUTHORIZING AND DIRECTING THE FORMATION OF THE MUSKOGEE COUNTY ECONOMIC DEVELOPMENT COMMUNITY INVESTMENT TRUST; AND PROVIDING FOR SEVERABILITY

WHEREAS, the Local Development Act, 62 O.S. §850, et seq. (“**Act**”) was passed by the Oklahoma Legislature to implement Section 6C of Article X of the Oklahoma Constitution, which empowers the governing bodies of cities, towns, and counties to approve project plans and provide incentives, exemptions, and other forms of tax relief to further economic development efforts; and

WHEREAS, the Board of County Commissioners of Muskogee County, Oklahoma (“**Board of County Commissioners**”) has caused to be prepared the Springboard Data Center Economic Development Project Plan, initially identified as the Muskogee County Economic Development Project Plan (“**Project Plan**”), in accordance with the Act; and

WHEREAS, the purpose of the Project Plan is to stimulate private investment by Acacia House Group LLC, a Delaware limited liability company (the “**Company**”), in a multi-phased development of one or more data center facilities (“**Project**”) on approximately 320 acres of land generally located north of West 123rd Street South, south of West 113th Street South, west of South 174th Street West, and east of South Hwy 72 (“**Project Site**”); and

WHEREAS, the boundaries of the Project Site are identical to the boundaries of the proposed incentive districts identified in the Project Plan, and the Project Site is entirely within the Project Area (defined below); and

WHEREAS, the Project Plan supports the County’s objectives to promote economic development, to stimulate private investment, to reverse economic stagnation or decline, to expand employment, and to enhance the tax base, and thereby making possible investment that would be difficult or impossible without the adoption of the Project Plan; and

11 day of Aug 2025

Chairman _____

Member _____

Member _____

Attest _____

County Clerk



WHEREAS, pursuant to the Act, the Board of County Commissioners adopted a Resolution on March 31, 2025, appointing a review committee ("**Review Committee**") consisting of representatives from every taxing jurisdiction whose taxes or special assessments might be impacted by the proposed Project Plan and incentive districts, specifically the Board of County Commissioners, with Commissioner Payne serving as the chairman of the Review Committee, the Muskogee County Health Department, the Muskogee County Emergency Medical Service, the Eastern Oklahoma District Library System, the Indian Capital Technology Center District No. 4, and the Midway Independent School District No. I-27 (collectively, the "**Taxing Entities**"), and three members of the public at large, at least one of whom represents the business community to be selected by the other Review Committee members from a list of seven names submitted by the chairman; and

WHEREAS, by the same Resolution adopted on March 31, 2025, the Board of County Commissioners directed the Review Committee to: (a) review and make a recommendation concerning the proposed incentive districts, project plan or project, (b) consider and make findings and recommendations with respect to the conditions establishing the eligibility of the proposed incentive districts, (c) consider and determine whether the proposed plan and project will have a financial impact on any taxing jurisdictions and business activities within the proposed incentive districts, and (d) report its findings and recommendations to the Board of County Commissioners; and

WHEREAS, the Review Committee convened on April 21, 2025, to select three members representing the public at large, at least one of whom represents the business community, from a list of seven names submitted by the chairperson; and

WHEREAS, on June 30, 2025, the Review Committee convened to review the proposed Project Plan, including the Financial Projections Appendix attached thereto, the proposed Project Area, the proposed Project Site, and the proposed incentive districts (temporarily identified in the Project Plan and this Resolution as "Incentive Districts "1," "2," "3," and "4") ("**Incentive Districts**") in accordance with the criteria specified in the Act and has determined that the Incentive Districts are eligible for designation as incentive districts and for development under the Act and that the financial impacts on the affected taxing jurisdictions and business activities from implementation of the Project Plan are expected to be positive; and

WHEREAS, on June 30, 2025, the Review Committee adopted a resolution of its findings and recommended to the Board of County Commissioners the approval of the Project Plan, including the creation of the proposed Incentive Districts; and

WHEREAS, the Incentive Districts are within a state designated enterprise zone and therefore meet the definition of an enterprise area as defined by the Act; and

WHEREAS, the Incentive Districts are located within a reinvestment area as defined by the Act; and

WHEREAS, the projected investment and development are difficult, but possible, within the proposed Project Area and Incentive Districts if the Project Plan is adopted and implemented; and

WHEREAS, the qualifying tax incentives provided in the Project Plan are a necessary component in generating economic development in the proposed Incentive Districts; and

WHEREAS, the implementation of the Project Plan and the establishment of the proposed Incentive Districts will work in conjunction with existing programs and other locally implemented economic development efforts in order to encourage economic development; and

WHEREAS, the Project is expected to generate substantial new investment within the proposed Incentive Districts and to stimulate additional indirect economic benefits outside of the Incentive Districts which would not occur without the Project; and

WHEREAS, the Project Plan provides tools which will supplement and not supplant or replace normal public functions and services; and

WHEREAS, the boundaries of the proposed Incentive Districts do not dissect any similar area nor create an unfair competitive advantage; and

WHEREAS, maximum effort has been made to allow full public knowledge and participation in the application of the Act in the review and approval of the Project Plan; and

WHEREAS, all required notices have been given and all required hearings have been held in connection with the Project Plan, as prescribed by the Act, the Oklahoma Open Meetings Act, 25 O.S. § 301, *et seq.*, and other applicable law; and

WHEREAS, pursuant to published notice and Section 859 of the Act, at a public hearing held during a regular meeting of the Board of County Commissioners on July 21, 2025, members of the public were provided information, including an analysis of potential positive and negative impacts, and had questions answered regarding the Project Plan; and

WHEREAS, pursuant to published notice and Section 859 of the Act, at a public hearing held during a regular meeting of the Board of County Commissioners on August 4, 2025, all persons present were given an opportunity to be heard for and against the Project Plan; and

WHEREAS, Muskogee County shall be authorized and designated to carry out certain provisions of the Project Plan, pursuant to the Act; and

WHEREAS, Section 856 of the Act authorizes Muskogee County to defer determination of the effective dates of the proposed Incentive Districts, provided that the determination is not more than ten (10) years after the date of approval of the Project Plan; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the overall success of the Project to defer the determination of the effective dates of the Incentive Districts until a later date, which date must be determined within ten (10) years of the date of approval of the Project Plan; and

WHEREAS, the Board of County Commissioners retains the right, pursuant to the Act, to make minor amendments to the Project Plan; and

WHEREAS, as required by Article 10, Section 6C of the Oklahoma Constitution and pursuant to Sections 865 and 866 of the Act, the governing bodies of all taxing entities whose taxes are to be included in the incentives to be provided by the Incentive Districts will be requested to approve and execute a written agreement with the Board of County Commissioners providing for the same; and

WHEREAS, the incentives described in the Project Plan and the Tax Incentive Agreement (defined below) are designed to grant a one hundred percent (100%) ad valorem tax exemption on all new investment attributable to property qualifying under U.S. Industry Number 518210 of the NAICS Manual, 2017 Revision, within each Incentive District, during the twenty-five (25) year duration of each Incentive District, upon the terms and conditions set forth in the Project Plan ("**Incentive District Exemptions**"); and

WHEREAS, the Board of County Commissioners has caused to be prepared a written agreement by and among the Taxing Entities and the Company, as the owner of the Project Site and the recipient of the Incentive District Exemptions, as required by Sections 865 and 866 of the Act ("**Tax Incentive Agreement**"), setting forth the terms and conditions applicable to the Incentive District Exemptions; and

WHEREAS, in consideration of the Incentive District Exemptions granted for all Incentive Districts, the Company has agreed to make certain direct payments in lieu of taxes ("**PILOT Payments**") to the Taxing Entities for each data center and for each year a data center is exempted pursuant to the Incentive District Exemptions for the duration of each Incentive District, as more particularly described in and subject to the terms and conditions of the Tax Incentive Agreement and the Project Plan; and

WHEREAS, in consideration of the Incentive District Exemptions granted for all Incentive Districts, the Company has agreed to make certain direct community investment payments ("**Community Investment Payments**") to the Taxing Entities for each data center and for each year a data center is exempted pursuant to the Incentive District Exemptions for the duration of each Incentive District, as more particularly described in and subject to the terms and conditions of the Tax Incentive Agreement and the Project Plan; and

WHEREAS, in consideration of the Incentive District Exemptions granted for all Incentive Districts, the Company has agreed to make a certain one-time direct payment to the Muskogee County Emergency Medical Service ("**EMS Payment**"), as more particularly described

in and subject to the terms and conditions of the Tax Incentive Agreement and the Project Plan; and

WHEREAS, Muskogee County intends to form the Muskogee County Economic Development Community Investment Trust, referenced in the Project Plan as the “Designated County Trust,” for the purposes set forth in Sections XI and XII of the Project Plan, and to receive, administer, and disburse the Community Investment Payments pursuant to Section X of the Project Plan; and

WHEREAS, the Board of County Commissioners deems it appropriate and desirable and in the best interest of Muskogee County and its citizens to approve and adopt the Project Plan, including the establishment of the Incentive Districts, and to approve and adopt the Tax Incentive Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Muskogee County, Oklahoma:

SECTION 1. In order to develop the Project Site, Muskogee County elects to utilize Article 10, Section 6C of the Constitution of the State of Oklahoma and the Act, which authorize the use of incentives, exemptions, and other forms of relief from taxation for historic preservation, reinvestment, or enterprise areas that are exhibiting economic stagnation or decline.

SECTION 2. The Project Plan is hereby approved and adopted, as recommended by the Review Committee. As used herein the “**Project Plan**” shall mean the document titled “**Springboard Data Center Economic Development Project Plan**” with a cover page indicating the Review Committee recommended approval on June 30, 2025, and comprised of a cover sheet, a table of contents, eleven (11) pages of text, and four (4) exhibits labeled Exhibits A, B, C, and D, together with a Financial Projections Appendix, which is comprised of a cover page and eight (8) pages of revenue projections that illustrate the potential financial impacts of the Project on the Taxing Entities.

SECTION 3. All actions taken and all recommendations and findings made in connection with the Project Plan by the Review Committee are hereby ratified and confirmed, including, but not limited to, the designation and selection of representatives to the Review Committee by the County and each of the Taxing Entities, the selection of the three members of the public at large who served on the Review Committee, findings of eligibility of the proposed Incentive Districts, findings of positive financial impacts on the affected taxing jurisdictions and business activities, and the recommendation for approval.

SECTION 4. The Board of County Commissioners hereby adopts the following findings:

- A. Findings Regarding the Project Plan; Eligibility of the Incentive Districts:
 - 1. The Incentive Districts “1”, “2”, “3”, and “4,” Muskogee County (“**Incentive Districts**”) proposed in the Project Plan are entirely within a state designated

enterprise zone and therefore meet the definition of an “enterprise area” under the Local Development Act (62 O.S. § 853(5), (6)). Enterprise Areas qualify for use of the tools of the Local Development Act pursuant to 62 O.S. §856(B)(4)(a).

2. The Incentive Districts proposed in the Project Plan comply with the statutory definition of a “reinvestment area” under the Local Development Act (62 O.S. § 853(17)) due to the fact that the area lacks public improvements necessary to reverse economic stagnation and to attract major investment in the area. Reinvestment Areas qualify for use of the tools of the Oklahoma Local Development Act pursuant to 62 O.S. §856(B)(4)(a).
3. The level of investment, development, and economic growth desired by the County is difficult, but possible, within the Project Area and Incentive Districts if the provisions of the Local Development Act are utilized.
4. The incentives to be provided by virtue of the exemptions granted with the adoption of the Project Plan are a necessary component in stimulating the proposed investment in the Incentive Districts, which would not have occurred without the provision of the incentives pursuant to the Act.
5. The incentives to be provided by virtue of the exemptions granted with the adoption of the Project Plan will be used in conjunction with existing programs and efforts and other locally implemented economic development efforts.
6. The improvement of the Project Site is likely to enhance the value of other real property in the area and to promote the general public interest.

B. Findings Regarding Financial Impacts on the Affected Taxing Jurisdictions and Business Activities:

1. As described in Sections IX and X of the Project Plan, all costs of the Project, including any public infrastructure costs, will be funded directly by the private development occurring within the Incentive Districts.
2. The Project, as described in the Project Plan, may result in a modest increase in demand for services by or in costs to the affected taxing jurisdictions, but the PILOT Payments, Community Investment Payments, and the EMS Payment, to be paid by the Company to the affected taxing jurisdictions, as described in Section X.B. of the Project Plan, and other anticipated positive impacts of the Project are likely to offset any increased costs for additional service demands upon those affected taxing jurisdictions.
3. The economic benefits anticipated to result from the development of the Project described in the Project Plan includes increased tax revenue from economic growth and benefits outside of the Incentive Districts.

4. The economic benefits of the Project Plan for the affected taxing jurisdictions and the community as a whole are expected to be positive.
5. The aggregate impacts on the affected taxing jurisdictions and on business activities from implementation of the Project Plan are expected to be positive and include the achievement of the objectives set forth in Section V of the Project Plan and the economic impacts described in Section X of the Project Plan.

For the avoidance of doubt, the references to the “affected taxing jurisdictions” throughout this Resolution means the Taxing Entities.

SECTION 5. For identification purposes and until such time that the Board of County Commissioners officially numbers, designates, and makes effective each of the Incentive Districts established under this Resolution, the Incentive Districts shall be identified temporarily as Incentive Districts No. “1”, “2”, “3”, and “4,” Muskogee County, and may be commonly referred to as Incentive Districts No. 1, 2, 3, and 4, as depicted on Exhibit A of the Project Plan.

SECTION 6. The designation, numbering, and effective dates of each Incentive District are deferred pending the fulfillment of the conditions set forth in the Project Plan, provided that such deferred action shall be made within ten (10) years of the Board of County Commissioners’ adoption of this Resolution approving the Project Plan, as follows:

A. The effective date for the Incentive Districts shall be the earlier of: (i) January 1 following the completion of a Data Center within that Incentive District as evidenced by the issuance of a certificate of occupancy for the Data Center (“**Certificate of Occupancy**”), or in lieu of a Certificate of Occupancy, the Company may deliver notice of substantial completion to the County to trigger the effective date, which shall be January 1 immediately following delivery of the notice of substantial completion, or (ii) January 1 of the year in which the tenth anniversary of adoption of this Resolution approving the Project Plan occurs (“**Exemption Activation Condition**”) with the date of activation being the “**Exemption Effective Date.**”

B. Upon the occurrence of an Exemption Activation Condition, the Chair of the Board of County Commissioners will confirm the Exemption Effective Date and designation of the Incentive District. The Chairman shall thereafter promptly provide written notice to each of the Taxing Entities, the Muskogee County Assessor, and the Company identifying the Incentive District activated and the Exemption Effective Date.

C. In accordance with Section 856(B)(2) of the Act, no Incentive District Exemptions may become effective more than ten (10) years after the Board of County Commissioners’ adoption of this Resolution approving the Project Plan.

D. Phase 1 of the Project shall commence within two (2) years of the adoption of this Resolution approving the Project Plan and the Tax Incentive Agreement. If the Company has completed Phase 1 but has not commenced Phase 2, 3, or 4 within ten (10) years of adoption of this Resolution, the Incentive Districts for Phases 2, 3, or 4, as applicable, shall terminate.

SECTION 7. Once an Incentive District is made effective pursuant to Section 6 of this Resolution, the Incentive District shall be effective for a period of twenty-five (25) fiscal years from its effective date (the **"Incentive District Term"**).

SECTION 8. The boundaries of the Project Area are depicted on Exhibit A of the Project Plan and are hereby designated and adopted as follows:

The Project Area corresponds to the territorial limits of Muskogee County, Oklahoma, as modified from time to time.

SECTION 9. The boundaries of the Project Site are depicted on Exhibit A of the Project Plan and are hereby designated and adopted as follows:

The Project Site is comprised of 320.14 acres of real property in Muskogee County, State of Oklahoma, and includes all property within the Incentive Districts, described as follows:

A TRACT OF LAND BEING PART OF THE EAST HALF (E/2) OF SECTION NINETEEN (19), TOWNSHIP THIRTEEN (13) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19, THENCE S 1°20'18" E ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,639.22 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4);

THENCE S 1°19'58" E ON THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19 A DISTANCE OF 2,639.14 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4);

THENCE S 88°25'50" W ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 2,641.24 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE/4);

THENCE N 1°19'30" W ON THE WEST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 2,639.41 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19;

THENCE CONTINUING N 1°19'30" W ON THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,434.74 FEET;

THENCE N 88°32'05" E ON A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 209.00 FEET;

THENCE N 1°19'30" W ON A LINE PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 209.00 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4);

THENCE N 88°32'05" E ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,431.25 FEET BACK TO THE **POINT OF BEGINNING**.

AND BEGINNING AT THE NORTHWEST CORNER OF THE NE/4 OF SAID SECTION 19,

THENCE SOUTH 209 FEET, THENCE EAST 209 FEET, THENCE NORTH 209 FEET, THENCE WEST 209 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 320.14 ACRES (13,945,383.45 SQ. FT.) AS DESCRIBED.

SECTION 10. Incentive District No. "1", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by the Board of County Commissioners, in accordance with the Project Plan. The boundaries of Incentive District No. "1", Muskogee County are hereby designated and adopted as follows:

A TRACT OF LAND BEING PART OF THE EAST HALF (E/2) OF SECTION NINETEEN (19), TOWNSHIP THIRTEEN (13) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19, THENCE S 1°20'18" E ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,639.22 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE S 1°19'58" E ON THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19 A DISTANCE OF 1,858.19 FEET TO THE **POINT OF BEGINNING.**

THENCE CONTINUING S 1°19'58" E ON THE EAST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 780.95 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4);

THENCE S 88°25'50" W ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 2,641.24 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE/4);

THENCE N 1°19'30" W ON THE WEST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1,644.65 FEET;

THENCE N 88°39'52" E A DISTANCE OF 559.12 FEET;

THENCE N 1°20'08" W A DISTANCE OF 145.86 FEET;

THENCE N 88°39'52" E A DISTANCE OF 395.18 FEET;

THENCE N 1°20'08" W A DISTANCE OF 221.93 FEET;

THENCE N 88°39'52" E A DISTANCE OF 303.93 FEET;

THENCE S 1°20'08" E A DISTANCE OF 371.11 FEET;

THENCE N 88°39'52" E A DISTANCE OF 294.02 FEET;

THENCE S 1°20'08" E A DISTANCE OF 425.34 FEET;

THENCE N 88°39'52" E A DISTANCE OF 581.50 FEET;

THENCE S 1°20'08" E A DISTANCE OF 424.24 FEET;

THENCE N 88°40'02" E A DISTANCE OF 507.19 FEET BACK TO THE **POINT OF BEGINNING.**

SAID TRACT CONTAINS 87.60 ACRES (3,816,031.98 SQ. FT.) AS DESCRIBED.

SECTION 11. Incentive District No. "2", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by the Board of County Commissioners, in accordance with the Project Plan. The boundaries of Incentive District No. "2", Muskogee County are hereby designated and adopted as follows:

A TRACT OF LAND BEING PART OF THE EAST HALF (E/2) OF SECTION NINETEEN (19), TOWNSHIP THIRTEEN (13) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19, THENCE S 1°20'18" E ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,639.22 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE S 1°19'58" E ON THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19 A DISTANCE OF 35.19 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING S 1°19'58" E ON THE EAST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1,823.00 FEET;
THENCE S 88°40'02" W A DISTANCE OF 507.19 FEET;
THENCE N 1°20'08" W A DISTANCE OF 424.24 FEET;
THENCE S 88°39'52" W A DISTANCE OF 581.50 FEET;
THENCE N 1°20'08" W A DISTANCE OF 425.34 FEET;
THENCE S 88°39'52" W A DISTANCE OF 294.02 FEET;
THENCE N 1°20'08" W A DISTANCE OF 371.11 FEET;
THENCE S 88°39'52" W A DISTANCE OF 303.93 FEET;
THENCE N 58°35'03" E A DISTANCE OF 162.55 FEET;
THENCE N 1°20'08" W A DISTANCE OF 520.89 FEET;
THENCE N 88°40'02" E A DISTANCE OF 1,546.07 FEET BACK TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 48.86 ACRES (2,128,375.03 SQ. FT.) AS DESCRIBED.

SECTION 12. Incentive District No. "3", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by the Board of County Commissioners, in accordance with the Project Plan. The boundaries of Incentive District No. "3", Muskogee County are hereby designated and adopted as follows:

A TRACT OF LAND BEING PART OF THE EAST HALF (E/2) OF SECTION NINETEEN (19), TOWNSHIP THIRTEEN (13) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4)

OF SECTION 19, THENCE S 1°20'18" E ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,639.22 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4);
THENCE S 1°19'58" E ON THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19 A DISTANCE OF 35.19 FEET;
THENCE S 88°40'02" W A DISTANCE OF 1,397.60 FEET;
THENCE N 1°20'08" W A DISTANCE OF 1,122.91 FEET;
THENCE N 88°39'52" E A DISTANCE OF 212.23 FEET;
THENCE N 1°20'08" W A DISTANCE OF 179.25 FEET;
THENCE N 26°16'50" W DISTANCE OF 471.47 FEET;
THENCE S 88°39'52" W A DISTANCE OF 537.90 FEET;
THENCE N 1°20'08" W A DISTANCE OF 516.98 FEET;
THENCE N 46°20'08" W A DISTANCE OF 210.43 FEET;
THENCE S 88°39'51" W A DISTANCE OF 360.51 FEET;
THENCE N 1°19'30" W A DISTANCE OF 273.41 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19;

THENCE N 88°32'05" E ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,431.25 FEET BACK TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 98.56 ACRES (4,293,209.68 SQ. FT.) AS DESCRIBED.

SECTION 13. Incentive District No. "4", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by the Board of County Commissioners, in accordance with the Project Plan. The boundaries of Incentive District No. "4", Muskogee County are hereby designated and adopted as follows:

A TRACT OF LAND BEING PART OF THE EAST HALF (E/2) OF SECTION NINETEEN (19), TOWNSHIP THIRTEEN (13) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19, THENCE S 88°32'05" W ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,431.25 FEET TO THE POINT OF BEGINNING.

THENCE S 1°19'30" E A DISTANCE OF 273.41 FEET;
THENCE N 88°39'51" E A DISTANCE OF 360.51 FEET;
THENCE S 46°20'08" E A DISTANCE OF 210.43 FEET;
THENCE S 1°20'08" E A DISTANCE OF 516.98 FEET;
THENCE N 88°39'52" E A DISTANCE OF 537.90 FEET;
THENCE S 26°16'50" E A DISTANCE OF 471.47 FEET;
THENCE S 1°20'08" E A DISTANCE OF 179.25 FEET;
THENCE S 88°39'52" W A DISTANCE OF 212.23 FEET;

THENCE S 1°20'08" E A DISTANCE OF 1,122.91 FEET;
THENCE S 88°40'02" W A DISTANCE OF 148.47 FEET;
THENCE S 1°20'08" E A DISTANCE OF 520.89 FEET;
THENCE S 58°35'03" W A DISTANCE OF 162.55 FEET;
THENCE S 1°20'08" E A DISTANCE OF 221.93 FEET;
THENCE S 88°39'52" W A DISTANCE OF 395.18 FEET;
THENCE S 1°20'08" E A DISTANCE OF 145.86 FEET;
THENCE S 88°39'52" W A DISTANCE OF 559.12 FEET TO A POINT ON THE WEST LINE
OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19;
THENCE N 1°19'30" W ON THE WEST LINE OF SAID SOUTHEAST QUARTER (SE/4) A
DISTANCE OF 994.76 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST
QUARTER (SE/4);
THENCE N 1°19'30" W ON THE WEST LINE OF THE NORTHEAST QUARTER (NE/4) OF
SECTION 19 A DISTANCE OF 2,643.74 FEET TO THE NORTHWEST CORNER OF SAID
NORTHEAST QUARTER (NE/4).
THENCE N 88°32'05" E ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4)
A DISTANCE OF 209.00 FEET BACK TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 85.12 ACRES (3,707,766.75 SQ. FT.) AS DESCRIBED.

SECTION 14. The following Project and Incentive District authorizations are hereby approved:

A. Muskogee County is designated and authorized as the principal public entity to carry out and administer the provisions of this Project Plan. Muskogee County is designated and authorized to exercise all powers necessary or appropriate thereto pursuant to 62 O.S. § 854, including the power to make minor amendments to the Project Plan in accordance with Section 858(D) of the Act.

B. The Chair of the Board of County Commissioners, Ken Doke, or his successor in office, or the Chair's designee, shall be the person in charge of implementation of the Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in the Project Plan.

SECTION 15. The revenues to Muskogee County or the Muskogee County Economic Development Community Investment Trust, comprised of the payments received from the Company throughout the Incentive District Term of each Incentive District shall be used to pay eligible Project Costs for the purposes set forth in Sections V.D. and XII of the Project Plan.

SECTION 16. The Project Plan is determined to be feasible and desirable and is hereby approved.

SECTION 17. The Tax Incentive Agreement is hereby adopted and approved. As used herein the "Tax Incentive Agreement" shall mean the document by and among the Company and the Taxing Entities, comprised of sixteen (16) pages of text, signature pages, an Exhibit Table of Contents, fourteen (14) exhibits labeled Exhibits A.1, A.2, B, C, D.1, D.2, D.3, D.4, D.5, E, F, G, H.1, and H.2, and titled "Local Development Act Tax Incentive Agreement."

SECTION 18. Subject to the terms of the Tax Incentive Agreement, the incentive to be provided within an Incentive District shall be a one hundred percent (100%) ad valorem tax exemption on all new investment attributable to property qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 Revision, within each Incentive District, for the duration of the Incentive District Term, during which the Incentive District Exemptions shall be in effect. The Incentive District Exemptions shall not include Public Service Property, if any, located within each Incentive District; provided that "Public Service Property" shall be defined as property of all railroads, air carriers and public service corporations assessed annually by the State Board of Equalization pursuant to 68 O.S. § 2847 and Article 10, § 21 of the Oklahoma Constitution.

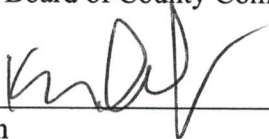
SECTION 19. In demonstration of compliance with the requirements of Section 6C of Article X of the Constitution of the State of Oklahoma and the requirements of Section 865 of the Act, the Board of County Commissioners directs the Tax Incentive Agreement be submitted to the Taxing Entities for their review, consideration, and adoption within sixty (60) days of its approval of this Resolution.

SECTION 20. The Center of Economic Development Law is authorized and directed to prepare a trust indenture and associated governing documents necessary to form the Muskogee County Economic Development Community Investment Trust ("**Trust**"), referenced in the Project Plan as the "Designated County Trust." The Trust shall be organized as a public trust pursuant to the provisions of 60 O.S. § 176, *et seq.* ("**Public Trust Act**"), and shall serve as the designated entity for receiving, holding, administering, and disbursing Community Investment Payments made by the Company pursuant to the Project Plan and the Tax Incentive Agreement. The trust indenture shall provide for, without limitation: the inclusion of each of the six Taxing Entities as a named beneficiary; the appointment of one trustee by each of the Taxing Entities, along with one trustee representing the public at large; transparent procedures for the receipt, administration, and disbursement of Community Investment Payments in accordance with the Project Plan and Tax Incentive Agreement; such additional provisions as are reasonably necessary to implement the intent of the Project Plan, subject to the approval of the Taxing Entities; and a requirement that the trust indenture and governing structure be presented to the Taxing Entities for review and acceptance prior to formation of the Trust. It is the intent and desire that the formation of the trust be completed sufficiently in advance of the first date on which Community Investment Payments are expected to commence under the Tax Incentive Agreement. In the unlikely event that any Community Investment Payment is received by the County before the Trust is formally established, pursuant to the Tax Incentive Agreement, the County shall hold such payment in a segregated account for the benefit of the Trust and its designated beneficiaries, pending formation. Commissioner Kenny Payne, or the Chair of the Board of County Commissioners, in his absence, with the assistance of the Center of Economic Development Law, is authorized and directed to coordinate with the representatives of the Taxing Entities to finalize the trust indenture and take such further actions as may be necessary or appropriate to effectuate the formation of the consistent with this Resolution and the provisions of the Public Trust Act.

SECTION 21. REPEALER. All Resolutions or parts of Resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict only.

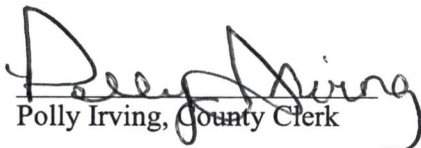
SECTION 22. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Resolution.

ADOPTED this 11th day of August, 2025, by the Board of County Commissioners of Muskogee County.



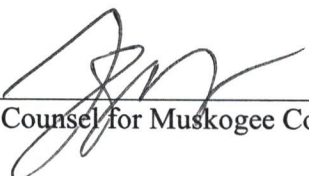
Chairman

ATTEST:


Polly Irving, County Clerk



Approved as to form and legality this 11 of August, 2025.



General Counsel for Muskogee County

LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and among Acacia House Group LLC, a Delaware limited liability company and its affiliates (the **"Company"**), the Board of County Commissioners of Muskogee County, Oklahoma (the **"County"**), the Board of Education of Independent School District No. I-27 of McIntosh County, Oklahoma (the **"Midway Public Schools"**), the Board of Education of the Indian Capital Technology Center District No. 4 (**"Indian Capital Technology Center"**), the Board of Trustees of the Eastern Oklahoma District Library System (the **"Library District"**), the Board of Trustees of the Muskogee County Emergency Medical Service (the **"County EMS"**), and the Board of the Muskogee County Health Department (the **"Health Department"**) (collectively, the County, Midway Public Schools, Indian Capital Technology Center, the Library District, County EMS, and the Health Department are the **"Taxing Entities"**) (the Company, the County, and the Taxing Entities are collectively referred to as the **"Parties"**, each a **"Party"**).

WITNESSETH:

WHEREAS, the Company intends to develop on certain parcels of property within the County, as more particularly described in the legal description in Exhibit A.1 and the map in Exhibit A.2 attached hereto, (the **"Property"**, the combined boundaries of which constitute the **"Project Site"**, as described in the Project Plan defined herein), one or more data center facilities and may develop certain ancillary buildings, structures and infrastructure that support or are related to the data center operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings, all of which are part of the computer infrastructure, data processing, hosting and related services classification (collectively the **"Project"**); and

WHEREAS, on June 30, 2025, the Springboard Data Center Economic Development Project Plan Review Committee by its Resolution, a true and correct copy of which is attached hereto as Exhibit B, recommended the approval of a project plan (the **"Project Plan"**) pursuant to the Oklahoma Local Development Act, 62 O.S. § 851, et seq. (the **"Act"**) in order to provide a one hundred percent (100%) ad valorem property tax abatement for the Project; and

WHEREAS, after the public hearings required by the Act, the County adopted and approved the Project Plan by Resolution No. _____, approved on August 11, 2025, a true and correct copy of which is attached hereto as Exhibit C (the **"Project Plan Resolution"**), and created four (4) tax incentive districts, Incentive Districts "1", "2", "3", and "4", Muskogee County (the **"Incentive Districts"** and each an **"Incentive District"**); and

WHEREAS, the Project Plan Resolution also authorizes and directs the formation of the Muskogee County Economic Development Community Investment Trust, referenced in the Project Plan as the **"County Designated Trust"**; and

WHEREAS, the County and each of the Taxing Entities have determined that it is appropriate and desirable, in order to ensure the economic viability of the Project, that the Taxing Entities, which would otherwise share in the ad valorem taxes applicable to the Property, provide each Phase (as defined below) a one hundred percent (100%) ad valorem property tax exemption for a term of twenty-five (25) years on all new investment attributable to property qualifying under

U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision within each Incentive District, upon the terms and conditions as provided for herein (collectively, the “**Incentive District Exemptions**”), all as authorized by Article 10, §6(C) of the Oklahoma Constitution, Section 860(B) of the Act, the Project Plan, the Project Plan Resolution, and other applicable authorizations; and

WHEREAS, the Company desires to develop the Project in one or more phases (each a “**Phase**”) with the term Phase as used herein referring to all structures developed or improved within an Incentive District, as well as all new investment in personal property located or installed within an Incentive District, at any time after approval of the Project Plan that would be subject to ad valorem taxation but for the Incentive District Exemption; and

WHEREAS, the Company anticipates that each Phase will include an approximately 300,000 square foot data center (each, a “**Data Center**”); the precise number, location, and size of Data Centers is subject to change in the Company’s sole discretion as a result of market and other business conditions; and

WHEREAS, the Company anticipates that the Phases may include ancillary buildings, structures and infrastructure that support or are related to the data center campus operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings; and

WHEREAS, the County has created the Incentive Districts, in order to promote economic development within the Project Site (as defined in the Project Plan) on Property which is within an existing enterprise zone as defined by Section 853(6) of the Act and which the County determined in the Project Plan Resolution is a reinvestment area, as that term is defined by the Act; and

WHEREAS, the County, the other Taxing Entities and Company are entering into this Agreement to, among other things, satisfy the requirements of Sections 865 and 866 of the Act, which provide, respectively that (i) each Taxing Entity must enter into an agreement with the County in order for tax incentives or exemptions to be granted under the Act for that Taxing Entity’s portion of the ad/ valorem tax, and (ii) the County must enter into an agreement with the Company as the prospective owner of the Property and the recipient of the Incentive District Exemptions to set forth the terms and conditions applicable to the Incentive District Exemptions; and

WHEREAS, in consideration of the Incentive District Exemptions to be provided under this Agreement, the Company has agreed to make payments in lieu of taxes to the County and the Taxing Entities, a one-time support payment to County EMS, annual community investment payments, private and public infrastructure improvements, and reimburse certain costs of the County, at such times and in such manner as further described in Section 5 of this Agreement; and

WHEREAS, the County and the other Taxing Entities have determined that it is appropriate, desirable, and in the public interest to approve the Incentive District Exemptions, pursuant to the terms of this Agreement, and that the Incentive District Exemptions will assist in strengthening the economic viability of Muskogee County, Oklahoma, as a whole, and more particularly in relation to the Project Plan; and

WHEREAS, the County, through the Project Plan Resolution, has approved the adoption of this Agreement; and

WHEREAS, the Midway Public Schools through Resolution ____ adopted on August 11, 2025 (a true and correct copy of which is attached hereto as Exhibit D.1), Indian Capital Technology Center through Resolution ____ adopted on August 14, 2025 (a true and correct copy of which is attached hereto as Exhibit D.2), the Health Department through Resolution ____ adopted on ____ (a true and correct copy of which is attached hereto as Exhibit D.3), the County EMS through Resolution ____ adopted on August 14, 2025 (a true and correct copy of which is attached hereto as Exhibit D.4), and the Library District through Resolution ____ adopted on August 11, 2025 (a true and correct copy of which is attached hereto as Exhibit D.5) have approved the adoption of this Agreement (collectively, the “**Taxing Entity Approvals**” and each a “**Taxing Entity Approval**”); and

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the parties agree as follows:

1. Incorporation of Recitals.

The Parties acknowledge and agree that the recitals set forth above are a material part of this Agreement and are incorporated herein by reference.

2. Project.

a. Purpose.

The objectives of this Agreement are:

- (i) To attract the Project and the accompanying investment and development to the County, which would not occur without the tax incentives described in this Agreement.
- (ii) To generate new revenues for the County and each of the other Taxing Entities in the form of annual payments in lieu of taxes (“**PILOT Payments**”) for each Data Center developed and exempted as part of the Project, in accordance with Section 5 of this Agreement.
- (iii) To generate new revenues for the County and each of the other Taxing Entities in the form of annual Community Investment Payments, as described herein and as defined in Section 5(C), for each Data Center developed and exempted as part of the Project, in accordance with Section 5 of this Agreement.
- (iv) To provide the terms of a one-time payment to County EMS to contribute to strengthen emergency medical service and help reduce response times in the north-western portion of the County, in accordance with Section 5 of this Agreement.
- (v) To provide for the potential reimbursement of certain costs incurred by the County in the negotiation, documentation, and approval

processes associated with Project Plan and this Agreement, in accordance with Section 7 of this Agreement.

b. Project Scope.

The Project will consist of one (1) or more Phases within the Project Site (as defined in the Project Plan), with each Phase of the Project estimated to consist of at least one billion dollars (\$1,000,000,000) in private investment by the Company.

The Parties further acknowledge that the Company retains complete control and discretion over the number of Phases developed as well as the rate, timing, and order of development of the Project, and that nothing herein shall be construed to require the Company to construct or develop any particular Phase, Data Center, structure, building, or facility, or to develop the Incentive Districts in any particular order or according to any particular timeline. Except as expressly provided otherwise in Section 4 herein, the Taxing Entities and County shall have no right to condition the amount or term of the Incentive District Exemptions provided herein based on the rate, timing, or order of development of the Project.

3. Approval of the Tax Abatement.

Pursuant to Section 865 of the Act, the County and each of the other Taxing Entities hereby (i) agree to the Incentive District Exemptions, subject to the terms and conditions of this Agreement; (ii) approve the form of the Project Plan Resolution, the creation of the Incentive Districts pursuant to the Project Plan Resolution, and the Incentive District Exemptions provided pursuant to the Project Plan Resolution and this Agreement; (iii) waive any defects within or relating to the Project Plan Resolution and this Agreement; and (iv) agree to relinquish for the duration of the Incentive District Terms (defined below) one hundred percent (100%) of ad valorem tax revenues attributable to new investment in the Project after approval of the Project Plan, which, for the avoidance of doubt, includes all ad valorem revenues attributable to increases in property value in excess of the Base Values, as defined herein.

Each of the Taxing Entities and the County represents and warrants that, in accordance with Sections 857 and 865 of the Act, its respective Taxing Entity Approval was made by a majority vote of its governing body, and that no member of the governing body was ineligible under Section 857 of the Act to vote on the Taxing Entity Approval.

4. Tax Exemption Terms.

a. The Incentive District Exemption.

In accordance with Section 860(B) of the Act and the Project Plan Resolution, all new value attributable to investment by the Company and its Affiliates qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision within an Incentive District, made after the effective date of the Project Plan, shall be afforded a one hundred percent (100%) ad valorem property tax exemption for the duration of the applicable Incentive District Term. The incentive provided under the Act and this Agreement shall not include Public Service Property, if any, located within each Incentive District, "Public Service Property" shall be defined as property of all railroads, air carriers and public service corporations

assessed annually by the State Board of Equalization pursuant to 68 O.S. § 2847 and Article 10, § 21 of the Oklahoma Constitution.

b. Activation of the Incentive District Exemption.

In accordance with the Project Plan Resolution, each Incentive District shall become effective and provide the Incentive District Exemption upon the earlier of (a) January 1 of the year immediately following the completion of a Data Center within that Incentive District, as evidenced by the issuance of a certificate of occupancy or delivery of written notice by the Company to the County of substantial completion, or (b) January 1 of the year in which the tenth anniversary of the Project Plan Resolution occurs, which the Parties anticipate to be January 1, 2035 (each an “**Exemption Activation Condition**” with the date of activation being the “**Exemption Effective Date**”). In accordance with Section 856(B)(2) of the Act, the Incentive District Exemption may not become effective more than ten years after approval of the Project Plan.

Upon the occurrence of an Exemption Activation Condition, the Chair of the Board of the Muskogee County Commissioners will, upon being notified of an Exemption Activation Condition by the Company in writing and in accordance with the Project Plan Resolution, shall immediately, and in all cases prior to the Exemption Effective Date, confirm the Exemption Effective Date and designation of the Incentive District and shall promptly deliver written notice to the Muskogee County Assessor (“**County Assessor**”), each of the other Taxing Entities, and the Company identifying the Incentive District activated and the Exemption Effective Date (the “**Incentive District Commencement Notice**”).

If the Company does not commence development of Phase 1 of the Project within two years of final approval of the Project Plan and this Agreement, the Company will be required to reimburse certain Costs of the County as described in Section 7 of this Agreement. If the Company has completed Phase 1 but has not commenced Phase 2, 3, or 4 within 10 years after adoption of the Project Plan, the Incentive Districts for Phases 2, 3, or 4, as applicable, shall terminate.

c. Exemption Term.

In accordance with the Project Plan Resolution, the Incentive District Exemption for each Incentive District shall be effective for a period of twenty-five (25) tax years following the applicable Exemption Effective Date (the “**Incentive District Term**”).

d. Exemption Calculation.

Pursuant to an assessment performed by the County Assessor promptly after adoption of the Project Plan (in no event later than the assessment performed for tax year 2026 setting the assessed value as of January 1, 2026), the County Assessor shall determine the base value of each Incentive District (each a “**Base Value**”). The Base Value shall be the total market value of real and personal property within an Incentive District multiplied by the assessment ratio. When determined, the Base Value shall be provided on Exhibit E and deemed approved by the County and the other Taxing Entities. The Base Value shall not include any value attributable to (a) construction-in-process, (b) any personal property owned by contractors or other, unrelated entities on the Property (even if subject to taxation), or (c) any personal property owned by the Company or its Affiliates that will be used in Data Center operations qualifying under U.S. Industry Number

518210 of the North American Industry Classification System (NAICS) Manual, 2017 that was placed on the Property after adoption of the Project Plan (even if subject to taxation prior to the Exemption Effective Date). The Taxing Entities waive any defect or irregularities with respect to the determination of the Base Value. The Base Value shall be subject to ad valorem taxation. Upon receipt of an Incentive District Commencement Notice, the County Assessor shall ensure that, as of the applicable Exemption Effective Date and for the duration of the applicable Incentive District Term, the Incentive District Exemption shall apply to all value attributable to new investment qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision made in the Incentive District above the applicable Base Value, in accordance with Section 860(B) of the Act and the Project Plan, including land value above the Base Value in that Incentive District, provided the use of the land remains eligible for the exemption. For clarity, if any improvements qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 are constructed within the Incentive District prior to the construction of a Data Center, such improvements shall be subject to property taxation until such time as the construction of a Data Center triggers the Exemption Commencement Date for the Incentive District. On and after the Exemption Commencement Date, such improvements shall be exempt throughout the Incentive District Term.

e. Company Discretion to Develop Data Centers.

The Parties acknowledge and agree that the site plan, including the anticipated size, location, and number of Data Centers, is subject to change at the Company's sole discretion.

f. Treatment of Additional Buildings and Data Centers.

The Parties acknowledge and agree that, in accordance with Section 4(a) of this Agreement, any buildings, including Data Centers, that are subsequently constructed within the Incentive District after the Exemption Effective Date will be subject to the Incentive District Exemption for the remaining Incentive District Term. In accordance with Section 5 of this Agreement, the Company will pay one annual PILOT Payment and one annual Community Investment Payment for each Data Center constructed on the Property for the remainder of the Incentive District Term in effect after the new Data Center is constructed.

5. Payments Associated with the Incentive Districts.

A. Payments in Lieu of Taxes ("PILOT Payments").

For each Data Center constructed on the Property, the Company will make an annual PILOT Payment for each year that a Data Center is subject to the Incentive District Exemption (each, an "**Exemption Year**"), commencing in the year immediately following the year in which a certificate of occupancy is issued for the Data Center or in the year immediately following the year in which the Company provides written notice to the County of substantial completion (the "**PILOT Commencement Year**") until the last year of the applicable Incentive District Term.

(i) Phase 1. The initial annual PILOT Payment for the first Data Center will total One Million Three Hundred Fifty Thousand and No/100 Dollars (\$1,350,000.00). This amount will be disbursed to the County and Taxing Entities as follows, with the "Share of Total PILOT Payments"

determined pursuant to the agreement of the Taxing Entities, as follows:

Taxing Entity	Initial Annual Payment for Phase 1	Share of Total PILOT Payments
Midway Public Schools	\$900,045.00	66.67%
Indian Capital Technology Center	\$146,070.00	10.82%
Muskogee County	\$146,070.00	10.82%
County Health Department	\$43,470.00	3.22%
Eastern Oklahoma District Library	\$63,990.00	4.74%
County EMS	\$50,355.00	3.73%
Total	\$1,350,000	100%

After the first annual payment, the PILOT Payments to each Taxing Entity will increase by one percent (1.00%) each year, as illustrated in Exhibit F.

(ii) **Additional Phases.** For each subsequent Data Center of the Project, the Company shall make annual PILOT payments to the Taxing Entities for each Exemption Year beginning in the year immediately following the year in which a Certificate of Occupancy or notice of substantial completion is issued for a Data Center per Section 4(b) of this Agreement (each a “**PILOT Commencement Year**”). The initial PILOT Payment for each Data Center will be the product of \$1,350,000 and the quotient of the CPI in the year preceding the PILOT Commencement Year for the applicable Data Center divided by the CPI in the year 2025, calculated as follows:

$$\text{\$1,350,000} \times \left(\frac{\text{CPI in the year immediately preceding PILOT Commencement Year}}{\text{CPI in 2025}} \right)$$

Thereafter, the initial PILOT Payment for each Data Center will increase by one percent (1.00%) each year.

For purposes of this Agreement, CPI refers to the most recently published annual average of United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for All Urban Consumers (CPI-U): U.S. Cities Average, all items index (Reference Base 1982-84 equal 100) (“**CPI**”). The Company may at its discretion provide written notice of the applicable CPI to the County Assessor (“**CPI Notice**”) in advance of the first Payment Date (defined below) for a Phase. If the Company provides such notice, the County Assessor shall have 30 days to object to the CPI calculation (“**CPI Review Period**”). If the County Assessor does not object during the CPI Review Period, each Taxing Entity acknowledges and agrees that the CPI shall be deemed final.

B. One-Time County EMS Support Payment.

Pursuant to the Project Plan and this Agreement, the Company shall make a one-time payment of Four Hundred Thousand Dollars (\$400,000) to County EMS to strengthen emergency medical service and reduce response times in the north-western portion of the County (the “**EMS Support Payment**”). The Company shall make the EMS Support Payment directly to County EMS no later than six (6) months following the full execution of this Agreement.

C. Annual Community Investment Payment.

For each Data Center constructed on the Property, the Company shall make additional annual community investment payments (collectively, the “**Community Investment Payments**” and each an “**Community Investment Payment**”) during each Exemption Year as follows:

- i. Phase 1. For each Data Center, the Company shall make annual Community Investment Payments beginning in the year immediately following the year in which a Certificate of Occupancy or notice of substantial completion is issued for a Data Center per Section 4(b). The Community Investment Payment will total One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000). For Phase 1, the Community Investment Payment will be disbursed as follows:

Taxing Entity	Annual Community Investment Payment per Phase
Muskogee County - Economic Development Payment	\$200,000
	PLUS
Midway Public Schools	\$250,000
Indian Capital Technology Center	\$250,000
Muskogee County	\$250,000
County Health Department	\$250,000
Eastern Oklahoma District Library	\$250,000
County EMS	\$250,000
Subtotal - Community Investment Priorities Fund	\$1,500,000
Total Community Investment Payment	\$1,700,000

The Company shall remit the full amount of each Community Investment Payment to the Muskogee County Economic Development Community Investment Trust (“**Trust**”), which will be formed pursuant to the authorizations and directives of the Project Plan Resolution. Each such payment shall be accompanied by a cover letter or payment notice specifying the Phase, the applicable Exemption Year, and the intended allocations to the Taxing Entities as set forth above.

The Trust shall be solely responsible for distributing such amounts to the Taxing Entities, in accordance with the allocation provisions herein and the terms of its governing trust indenture.

ii. Additional Phases. For each subsequent Data Center, the Company shall make an annual Community Investment Payment for each Exemption Year in the same amount and manner, allocated in the same proportions established above for Phase 1.

D. PILOT Payments and Community Investment Payments for Data Centers Completed After the Activation of an Incentive District.

For the avoidance of doubt, the Company shall not be obligated to make an annual PILOT Payment or Community Investment Payment associated with the Incentive District unless or until the completion of a Data Center within that Incentive District triggers the PILOT Commencement Year. The Parties agree that, in the event the Incentive District becomes effective before a Data Center is completed within that Incentive District, all increases in assessed property value within the Incentive District, if any, will remain taxable until the PILOT Commencement Year as though the Incentive District Exemption had not commenced. In this circumstance, the Chair of the Board of the Muskogee County Commissioners will promptly, upon issuance of a certificate of occupancy for a Data Center or upon receipt from the Company of notice of substantial completion of a Data Center, provide written notice of the PILOT Commencement Year to the County Assessor, each of the Taxing Entities, and the Company and thereafter, all value within the Incentive District attributable to property qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision in excess of Base Value shall be subject to the Incentive District Exemption.

D. Payment Mechanics for PILOT Payments and Investment Payments

The Company shall make the PILOT Payments and Community Investment Payments described in this Section 5 no later than January 1 of each Exemption Year for the duration of the Incentive District Term of the Incentive District (the “**Payment Date**”). The PILOT Payments shall be delivered to the Taxing Entities at their respective notice addresses provided in Section 16 below, unless written payment instructions are otherwise provided to the Company by a Taxing Entity no later than thirty (30) days prior to the applicable Payment Date. The Community Investment Payments shall be delivered to the Trust at its principal office or such other address as may be designated in writing by the County or the board of trustees of the Trust, at least thirty (30) days before the first Payment Date. If for any reason the Trust has not been formally established by the first Payment Date, the Company shall remit the Community Investment Payment to the County, to be held for the benefit of the Trust in a segregated account, pending its formation and receipt of payment instructions.

Neither the PILOT Payments nor the Community Investment Payments constitute ad valorem taxes and therefore do not create offsets to state school aid. As these payments are not classified as taxes, they should not be reported as such.

Furthermore, since the exempt improvements will not appear on the tax rolls, they will not contribute to taxable valuation for the purposes of state school aid calculations. Instead, the new

revenues received by the taxing jurisdictions from the PILOT Payments and the Investment Payments should be categorized and reported as "other income" or "other revenue."

However, all ad valorem tax revenue attributable to the Base Value shall be treated as taxes for reporting purposes.

6. Job Creation.

The Company will make commercially reasonable efforts to, directly or indirectly, create at least fifty (50) full-time jobs at the Project with an average annual salary of at least \$75,000 exclusive of benefits for the first Data Center, and at least thirty-five (35) full-time jobs at the Project for each subsequent Data Center, in each case within five (5) years from the issuance of the final certificate of occupancy or notice of substantial completion for the Data Center (the "**Jobs Creation Benchmarks**"). In any event, the term "commercially reasonable efforts" shall mean that the Company shall satisfy no less than seventy-five percent (75%) of the Jobs Creation Benchmarks. For purposes of calculating, and measuring satisfaction of, the Jobs Creation Benchmark associated with any given year, the following shall apply:

- (i) Additional jobs associated with a new Data Center shall not be added to the Jobs Creation Benchmark until the sixth Exemption Year for that Data Center;
- (ii) Satisfaction of the Jobs Creation Benchmark shall be measured on a cumulative, campus-wide basis (such that creation of sixty (60) qualifying jobs associated with the first Data Center and the creation of twenty-five (25) qualifying jobs associated with the second Data Center, by the sixth Exemption Year for the second Data Center, would satisfy the Jobs Creation Benchmark);
- (iii) The Jobs Creation Benchmark associated with any given year shall be calculated on the basis of only those Data Centers that were exempted during that Exemption Year, such that if the exemption associated with the first Data Center has expired, but there are active exemptions for the second, third and fourth Data Centers, the associated Jobs Creation Benchmark shall be thirty-five jobs multiplied by three (35 x 3) or one hundred five (105) jobs;
- (iv) A full-time job is one for which the employee is scheduled to work 32 hours or more per week; and
- (v) The Company may at its discretion include jobs created at the Project by an Affiliate.

The Company will deliver to the County an annual certification by March 15 of each year, commencing in the second Exemption Year for the first Data Center, confirming the number of jobs created as of December 31 of the previous Exemption Year, the position title of each job included within the report, the name of the employer for each job included within the report, and the average annual salary for all jobs included in the report.

If the Company's annual certification indicates that the Company has not met the Jobs Creation Benchmark for the Exemption Year ending on the previous December 31, as calculated

in accordance with this Section 6, the certification shall also include an explanation of the nature and cause for any shortfall and a written plan outlining the steps being taken and anticipated timeline for achieving compliance with the Jobs Creation Benchmark. The County may request a follow-up report or meeting with Company representatives to meet the Company's compliance efforts and progress toward meeting the Jobs Creation Benchmark.

Notwithstanding any other provision of this Agreement, the sole and exclusive remedy for any breach of, or non-compliance with, the Jobs Creation Benchmarks will be the reporting requirements set forth in this Section 6. The Parties expressly agree that no other remedies, whether at law or in equity, including but not limited to monetary damages, specific performance, injunctive relief, termination rights, or any other form of relief, shall be available for such non-compliance.

7. Reimbursement of County Costs.

If the Company does not commence development of Phase 1 of the Project within two years following the final Taxing Entity's approval of the Tax Incentive Agreement ("**County Reimbursement Condition**"), the Company hereby agrees to reimburse the County for its documented, reasonable third party costs incurred in the negotiation, documentation, and approval processes, including, without limitation, administrative expenses, legal fees, and consultant fees (collectively, the "**County Project Costs**"). The reimbursements for County Project Costs shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000).

Within sixty (60) days of a County Reimbursement Condition, the County shall notify the Company, in writing, of the County's intent to seek the reimbursement of County Project Costs (the "**Reimbursement Notice**"). Within ninety (90) days of the Company receiving the Reimbursement Notice, the County must submit all invoices, proofs of payment, and other documentation that reasonably evidences the County Project Costs, along with a document summarizing the amount of total County Project Costs (the "**Reimbursement Request**"). Within sixty (60) days of receiving the Reimbursement Request, the Company shall pay the County the total amount of County Project Costs, up to Three Hundred Fifty Thousand Dollars (\$350,000).

8. Annual Report.

Pursuant to Section 860(F) and Section 867(B) of the Act (collectively, the "**Reporting Statutes**"), on or before the ninetieth (90th) day following the end of each fiscal or tax year, the Chair of the Board of the Muskogee County Commissioners or his or her designee shall prepare and submit the reports required by those sections (the "**Annual Reports**") for the Incentive District to the Oklahoma Department of Commerce and the chief executive officer of each Taxing Entity. For each Incentive District, commencing in the year following the Exemption Commencement Year and each year thereafter during the Incentive District Term, to assist the County with its Annual Reports, the Company shall provide to the County by no later than March 15 a report in the form attached hereto as Exhibit G.

Pursuant to Section 860(F) of the Act, a copy of each Annual Report shall be provided to any member of the public by the Oklahoma Department of Commerce upon request. The County shall also publish a summary of the Annual Report in a newspaper of general circulation in Muskogee County, as required by Section 867(C) of the Act.

9. Term.

This Agreement shall be effective upon execution by the County and the Company, and shall be effective with respect to each of the other Taxing Entities upon execution by that Taxing Entity (with the provisions hereof effective as to each portion of the Property upon the Company closing on and accepting fee simple title to that portion of the Property), and shall remain in effect, unless terminated earlier subject to its terms, until the final Payment Date for the final Exemption Year of any Incentive District Term. The Company reserves the right to terminate this Agreement at any time at its sole discretion; provided, however, that the Company shall remain liable for any PILOT Payments and Investment Payments owed for any Exemption Years in which a Data Center was exempted pursuant to this Agreement.

10. Default.

a. Default by the Company.

The Company shall be in default of this Agreement only if it breaches an obligation under this Agreement and such breach or failure is not cured within ninety (90) days after the date of written notice by the County or any of the other Taxing Entities. If such breach is not susceptible to cure within ninety (90) days, the Company shall not be in default so long as it commences curative action within ninety (90) days and continues to diligently pursue cure thereafter.

b. Default by the County or Taxing Entities.

The County or any of the other Taxing Entities shall be in default of this Agreement if it breaches an obligation under this Agreement, and such breach or failure is not cured within ninety (90) days after the date of written demand by the Company (the County or any other Taxing Entity, as applicable). If the breach is not susceptible to cure within ninety (90) days, the County or the Taxing Entity shall not be in default so long as it commences curative action within ninety (90) days and continues to diligently pursue cure thereafter. Notwithstanding anything herein to the contrary, neither the County nor any Taxing Entity shall be permitted to terminate this Agreement or take any action that would decrease the amount or term of the Incentive District Exemptions provided herein based on the breach of the County or another Taxing Entity without the consent of the Company.

11. Remedies.

After the passage of applicable notice and cure periods as provided herein, the non-defaulting Party shall have the right to terminate this Agreement and to pursue all remedies available hereunder at law and in equity, and to terminate, dissolve or modify the Incentive Districts, provided that any such action must not be disproportionate to the event of default.

The rights and remedies of the Parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other Party.

12. Force Majeure.

For the purpose of any of the provisions of the Agreement, none of the County, the Taxing Entities or the Company, as the case may be, or any successor in interest, shall be considered in breach of, or default in, its obligations under an event of force majeure in the performance of such obligations due to unforeseeable causes beyond a Party's control and without its fault or negligence, including, but not restricted to, acts of God, acts of public enemies, acts of terrorism, acts of the federal government, acts of any of the other persons or entities not Parties to this Agreement, fires, floods, tornadoes, epidemics, pandemics, quarantine restrictions, strikes, industrial disputes, freight, embargoes, and unusually severe weather or delays of contractors or subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Taxing Entities or the County, as the case may be, shall be extended for the period of the force majeure as reasonably determined by the Parties; provided, that a Party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other Parties thereof in writing, and of the cause or causes thereof, and requested an extension for the anticipated period of the forced delay.

13. Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. The Company may assign or partially assign this Agreement at its sole discretion, without the express approval of the County or any other Taxing Entity, to another entity (each a "**Successor**"), including to any Successor controlling, controlled by, or under common control with the Company or Company's parent company (each an "**Affiliate**"). After any assignment, all references to Company herein shall thereafter be a reference to such Successor with respect to any rights, entitlements, and obligations occurring or arising after the date of such assignment and within the scope of such assignment.

Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, any Successor shall execute and deliver to the County and all other Taxing Entities, a full or partial assignment agreement (each an "**Assignment**") in substantially the forms attached hereto as Exhibit H.1 and Exhibit H.2, as applicable, pursuant to which such Successor assumes all or a portion of the rights, entitlements, and obligations of the Company under this Agreement as provided therein; provided that the Company may reasonably modify or supplement the form of the Assignments to accurately reflect the rights, entitlements, or obligations being assigned, so long as such assignment does not purport to assign any rights, entitlements, or obligations beyond those provided in this Agreement. Upon the receipt by the County and all Taxing Entities of an Assignment, the Successor shall have all or a portion of the rights and entitlements, including without limitation, rights to tax exemptions, and obligations as the "Company" under this Agreement, in the same manner and with like effect as if the Successor had been the original Company and a signatory to this Agreement, all as specified in the Assignment.

In the event the Company transfers fee ownership by a total or partial sale of the Project Site, or any portion thereof, to a third party ("**Third Party Purchaser**") without a corresponding full or partial assignment of this Agreement to the Third Party Purchaser in accordance with the terms of this Section 13, the County shall be entitled to terminate, dissolve, or modify the Incentive

District and amend this Agreement.

14. Cooperation.

The Parties agree to reasonably cooperate with one another and take all actions necessary to effectuate the intent of this Agreement and the Project Plan. The Chair of the Board of County Commissioners shall reasonably accommodate requests by the Company for minor amendments as permitted in the Act.

15. Estoppel Certificate.

Within thirty (30) days after a request from the Company, the County and any of the Taxing Entities shall execute and deliver to Company a certificate stating: (i) that this Agreement is in full force and effect, if the same is true; (ii) that Company is not in default under any of the terms, covenants or conditions of the Agreement, or, if Company is in default, specifying same; and (iii) such other matters as Company reasonably requests.

16. Notice.

Any and all notices required by this Agreement shall be addressed to the following, or other such party or address as any party designates in writing, by certified mail, postage prepaid, or by hand or overnight delivery:

If to the County:

Muskogee County Board of Commissioners
PO Box 2307
Muskogee, OK 74402
Attn: Chairman

With a copy to:

Muskogee County Clerk
P.O. Box 1008
Muskogee, OK 74402

John Tyler Hammons, General Counsel
Hammons Hamby & Price, PLLC
312 N. 4th Street,
Muskogee, OK 74401

and

Center for Economic Development Law
301 N. Harvey Ave., Suite 200
Oklahoma City, OK 73102
Attention: Dan Batchelor and Lisa M. Harden

If to Midway Public Schools:

Board of Education of Midway Public Schools
316 S. Pine
Council Hills, OK 74428
Attention: Board President

If to Indian Capital Technology Center:

Board of Education of Indian Capital Technology Center
Attn: Board President
2403 N. 41st St. East
Muskogee, OK 74403

If to the Muskogee County Health Department:

Muskogee County Health Department
Attn: Director
530 S. 34th St.
Muskogee, OK 74401

If to Muskogee County Emergency Medical Service:

Muskogee County EMS
Attn: Director
200 Callahan St.
Muskogee, OK 74403

If to the Eastern Oklahoma District Library System:

Eastern Oklahoma District Library System
Attn: Board President
14 E. Shawnee
Muskogee, OK 74403

If to the Company:

Acacia House Group LLC
2801 Centerville Road, 1st Floor PMB 160
Wilmington, DE 19808

With a copy to:

Vorys, Sater, Seymour and Pease LLP
Attn: R. Elissa Wilson
52 E. Gay St.
Columbus, OH 43215
Email: rewilson@vorys.com

17. Amendment.

This Agreement may not be supplemented or modified except in a written agreement properly executed by the Parties. All Exhibits and documents referenced in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement.

18. Severability.

If any provision of this Agreement is determined to be to any extent invalid, illegal, or unenforceable, it will be deemed stricken from this Agreement. All other provisions of this Agreement will remain in full force and effect. The stricken provision will then be deemed replaced with one that is valid and enforceable and that comes closest to expressing the Parties' original intent.

19. Applicable Law.

The laws of the State of Oklahoma (excluding its conflict of laws rules that would apply to the laws of another jurisdiction) exclusively apply to this Agreement.

20. Authority.

Each Party represents and warrants to the other that: (1) it has full authority and power to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement is fully empowered to do so; and (3) no consent or authorization is necessary from any third party.

21. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute an original of this instrument. It shall not be necessary for the signature of more than one party to appear on any single counterpart. The exchange of executed counterparts of this Agreement or of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement, and such counterparts may be used in lieu of the original for all purposes.

22. Entire Agreement

This Agreement, including its Exhibits and documents delivered by its terms and incorporated in it, constitute the entire agreement between the Parties pertaining to its subject matter. All prior and contemporaneous written or oral agreements and communications between the Parties are superseded by this Agreement.

23. Section Headings

Section and subsection headings are included herein for the convenience of the Parties and shall not affect the meaning or interpretation of this Agreement.

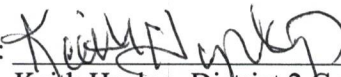
[Signatures follow on separate pages.]

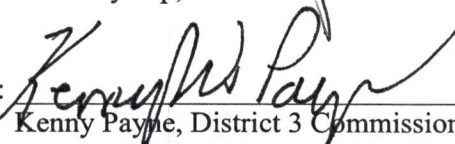
COUNTY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"COUNTY"

Board of County Commissioners, Muskogee County,
Oklahoma

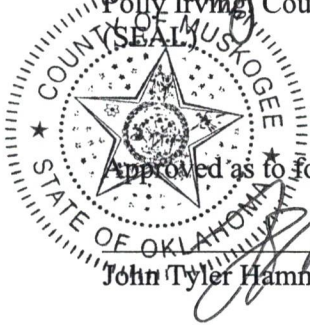
By: 
Ken Doke, District 1 Commissioner, Chairman

By: 
Keith Hyslop, District 2 Commissioner, Vice-Chairman

By: 
Kenny Payne, District 3 Commissioner

ATTEST:


Polly Irving, County Clerk



Approved as to form and legality this 11 day of August, 2025.


John Tyler Hammons, General Counsel

MIDWAY PUBLIC SCHOOLS SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“MIDWAY PUBLIC SCHOOLS”

Board of Education of Independent School District Number
I-27 of McIntosh County, Oklahoma

By: _____
_____, Board President

(SEAL)

ATTEST:

By: _____
Board Clerk

INDIAN CAPITAL TECHNOLOGY CENTER SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"INDIAN CAPITAL TECHNOLOGY CENTER"

Board of Education of the Indian Capital Technology Center
District No. 4

By: _____
Monte Madewell, Board President

ATTEST:

By: _____
Secretary

HEALTH DEPARTMENT SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“HEALTH DEPARTMENT”

Muskogee County Health Department

By: _____
_____, Member

ATTEST:

By: _____
Regional Director

LIBRARY DISTRICT SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“LIBRARY DISTRICT”

Eastern Oklahoma District Library System

By: _____
Reggie Cotton, President

ATTEST:

By: _____
Secretary

COUNTY EMS SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“COUNTY EMS”

Muskogee County Emergency Medical Service

By: _____
Laurel Havens, Director

ATTEST:

By: _____
Secretary

COMPANY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“COMPANY”

Acacia House Group LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

COUNTY ASSESSOR ACKNOWLEDGEMENT FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

Acknowledged and Agreed:

“COUNTY ASSESSOR”

By: _____
Ron Dean
Muskogee County Assessor

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Exhibit A.1: Legal Description of the Property

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Exhibit E: Incentive District Base Values

Exhibit F: Schedule of Payments Associated with the Incentive Districts

Exhibit G: Annual Reporting Form

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Exhibit H.2: Form of Assignment and Assumption Agreement (Exempt Property)

Exhibit A.1

Legal Description of the Property

Project Site Legal Description

A TRACT OF LAND BEING PART OF THE EAST HALF (E/2) OF SECTION NINETEEN (19), TOWNSHIP THIRTEEN (13) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19, THENCE S 1°20'18" E ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,639.22 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4);

THENCE S 1°19'58" E ON THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19 A DISTANCE OF 2,639.14 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4);

THENCE S 88°25'50" W ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 2,641.24 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE/4);

THENCE N 1°19'30" W ON THE WEST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 2,639.41 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19;

THENCE CONTINUING N 1°19'30" W ON THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,434.74 FEET;

THENCE N 88°32'05" E ON A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 209.00 FEET;

THENCE N 1°19'30" W ON A LINE PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 209.00 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4);

THENCE N 88°32'05" E ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,431.25 FEET BACK TO THE **POINT OF BEGINNING**.

AND BEGINNING AT THE NORTHWEST CORNER OF THE NE/4 OF SAID SECTION 19, THENCE SOUTH 209 FEET, THENCE EAST 209 FEET, THENCE NORTH 209 FEET, THENCE WEST 209 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 320.14 ACRES (13,945,383.45 SQ. FT.) AS DESCRIBED.

Incentive District Legal Descriptions

Incentive District 1:

A TRACT OF LAND BEING PART OF THE EAST HALF (E/2) OF SECTION NINETEEN (19), TOWNSHIP THIRTEEN (13) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19, THENCE S 1°20'18" E ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,639.22 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE S 1°19'58" E ON THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19 A DISTANCE OF 1,858.19 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING S 1°19'58" E ON THE EAST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 780.95 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4);

THENCE S 88°25'50" W ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 2,641.24 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE/4);

THENCE N 1°19'30" W ON THE WEST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1,644.65 FEET;

THENCE N 88°39'52" E A DISTANCE OF 559.12 FEET;

THENCE N 1°20'08" W A DISTANCE OF 145.86 FEET;

THENCE N 88°39'52" E A DISTANCE OF 395.18 FEET;

THENCE N 1°20'08" W A DISTANCE OF 221.93 FEET;

THENCE N 88°39'52" E A DISTANCE OF 303.93 FEET;

THENCE S 1°20'08" E A DISTANCE OF 371.11 FEET;

THENCE N 88°39'52" E A DISTANCE OF 294.02 FEET;

THENCE S 1°20'08" E A DISTANCE OF 425.34 FEET;

THENCE N 88°39'52" E A DISTANCE OF 581.50 FEET;

THENCE S 1°20'08" E A DISTANCE OF 424.24 FEET;

THENCE N 88°40'02" E A DISTANCE OF 507.19 FEET BACK TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 87.60 ACRES (3,816,031.98 SQ. FT.) AS DESCRIBED.

Incentive District 2:

A TRACT OF LAND BEING PART OF THE EAST HALF (E/2) OF SECTION NINETEEN (19), TOWNSHIP THIRTEEN (13) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19, THENCE S 1°20'18" E ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,639.22 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE S 1°19'58" E ON THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19 A DISTANCE OF 35.19 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING S 1°19'58" E ON THE EAST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1,823.00 FEET;
THENCE S 88°40'02" W A DISTANCE OF 507.19 FEET;
THENCE N 1°20'08" W A DISTANCE OF 424.24 FEET;
THENCE S 88°39'52" W A DISTANCE OF 581.50 FEET;
THENCE N 1°20'08" W A DISTANCE OF 425.34 FEET;
THENCE S 88°39'52" W A DISTANCE OF 294.02 FEET;
THENCE N 1°20'08" W A DISTANCE OF 371.11 FEET;
THENCE S 88°39'52" W A DISTANCE OF 303.93 FEET;
THENCE N 58°35'03" E A DISTANCE OF 162.55 FEET;
THENCE N 1°20'08" W A DISTANCE OF 520.89 FEET;
THENCE N 88°40'02" E A DISTANCE OF 1,546.07 FEET BACK TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 48.86 ACRES (2,128,375.03 SQ. FT.) AS DESCRIBED.

Incentive District 3:

A TRACT OF LAND BEING PART OF THE EAST HALF (E/2) OF SECTION NINETEEN (19), TOWNSHIP THIRTEEN (13) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19, THENCE S 1°20'18" E ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,639.22 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4);
THENCE S 1°19'58" E ON THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19 A DISTANCE OF 35.19 FEET;
THENCE S 88°40'02" W A DISTANCE OF 1,397.60 FEET;
THENCE N 1°20'08" W A DISTANCE OF 1,122.91 FEET;
THENCE N 88°39'52" E A DISTANCE OF 212.23 FEET;
THENCE N 1°20'08" W A DISTANCE OF 179.25 FEET;
THENCE N 26°16'50" W DISTANCE OF 471.47 FEET;
THENCE S 88°39'52" W A DISTANCE OF 537.90 FEET;
THENCE N 1°20'08" W A DISTANCE OF 516.98 FEET;
THENCE N 46°20'08" W A DISTANCE OF 210.43 FEET;
THENCE S 88°39'51" W A DISTANCE OF 360.51 FEET;
THENCE N 1°19'30" W A DISTANCE OF 273.41 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19;

THENCE N 88°32'05" E ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,431.25 FEET BACK TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 98.56 ACRES (4,293,209.68 SQ. FT.) AS DESCRIBED.

Incentive District 4:

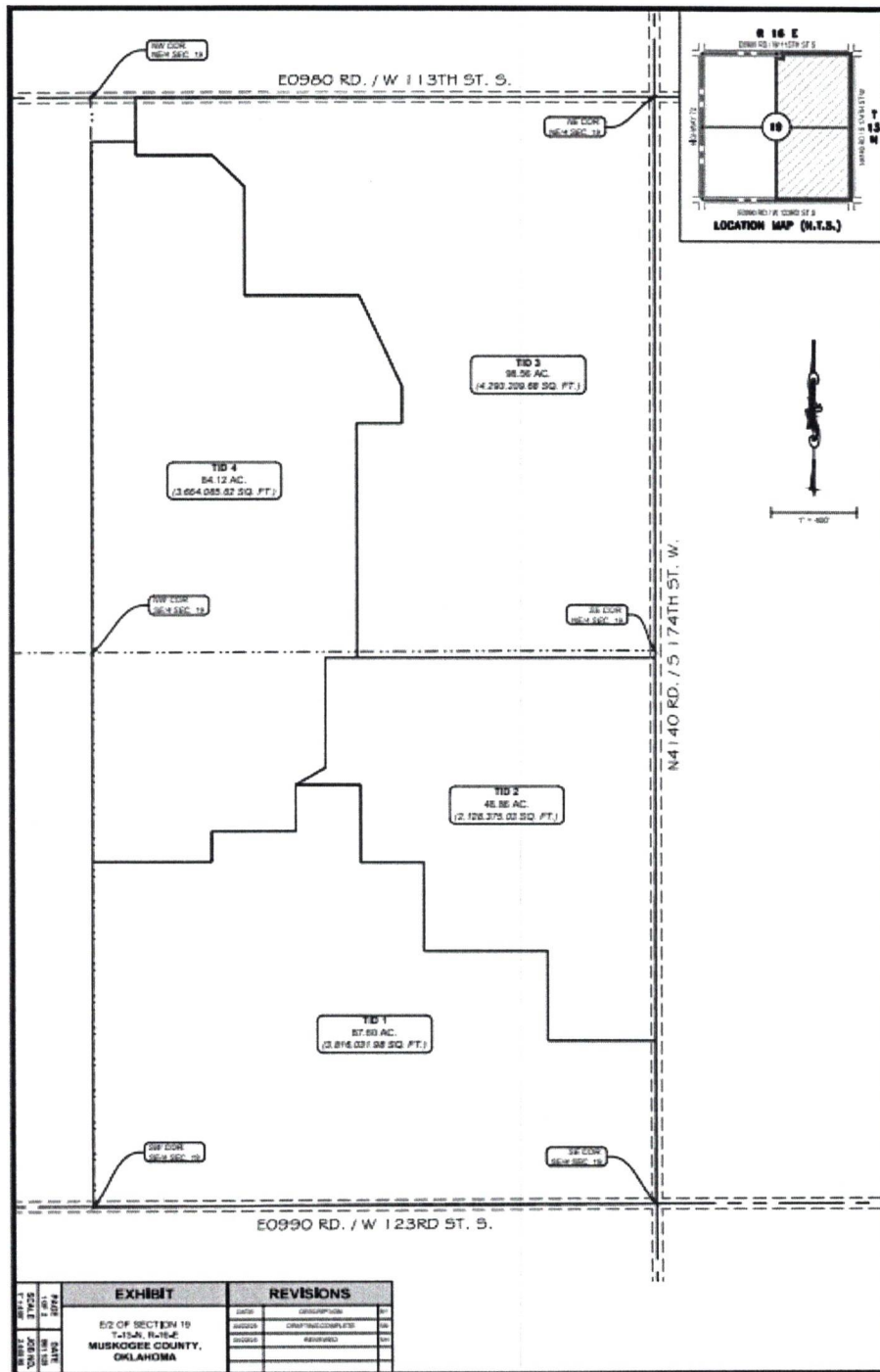
A TRACT OF LAND BEING PART OF THE EAST HALF (E/2) OF SECTION NINETEEN (19), TOWNSHIP THIRTEEN (13) NORTH, RANGE SIXTEEN (16) EAST OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19, THENCE S 88°32'05" W ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 2,431.25 FEET TO THE **POINT OF BEGINNING**.

THENCE S 1°19'30" E A DISTANCE OF 273.41 FEET;
THENCE N 88°39'51" E A DISTANCE OF 360.51 FEET;
THENCE S 46°20'08" E A DISTANCE OF 210.43 FEET;
THENCE S 1°20'08" E A DISTANCE OF 516.98 FEET;
THENCE N 88°39'52" E A DISTANCE OF 537.90 FEET;
THENCE S 26°16'50" E A DISTANCE OF 471.47 FEET;
THENCE S 1°20'08" E A DISTANCE OF 179.25 FEET;
THENCE S 88°39'52" W A DISTANCE OF 212.23 FEET;
THENCE S 1°20'08" E A DISTANCE OF 1,122.91 FEET;
THENCE S 88°40'02" W A DISTANCE OF 148.47 FEET;
THENCE S 1°20'08" E A DISTANCE OF 520.89 FEET;
THENCE S 58°35'03" W A DISTANCE OF 162.55 FEET;
THENCE S 1°20'08" E A DISTANCE OF 221.93 FEET;
THENCE S 88°39'52" W A DISTANCE OF 395.18 FEET;
THENCE S 1°20'08" E A DISTANCE OF 145.86 FEET;
THENCE S 88°39'52" W A DISTANCE OF 559.12 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19;
THENCE N 1°19'30" W ON THE WEST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 994.76 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE/4);
THENCE N 1°19'30" W ON THE WEST LINE OF THE NORTHEAST QUARTER (NE/4) OF SECTION 19 A DISTANCE OF 2,643.74 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4).
THENCE N 88°32'05" E ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 209.00 FEET BACK TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 85.12 ACRES (3,707,766.75 SQ. FT.) AS DESCRIBED.

Exhibit A.2
Map of Property and Incentive Districts



SHEET	OF	SHEETS	DATE	EXHIBIT		REVISIONS	
				NO.	DESCRIPTION	BY	DATE
1	1	1	10/14	1	EXHIBIT A.2	1	10/14
2	2	2	10/14	2	EXHIBIT A.2	2	10/14
3	3	3	10/14	3	EXHIBIT A.2	3	10/14
4	4	4	10/14	4	EXHIBIT A.2	4	10/14
5	5	5	10/14	5	EXHIBIT A.2	5	10/14
6	6	6	10/14	6	EXHIBIT A.2	6	10/14
7	7	7	10/14	7	EXHIBIT A.2	7	10/14
8	8	8	10/14	8	EXHIBIT A.2	8	10/14
9	9	9	10/14	9	EXHIBIT A.2	9	10/14
10	10	10	10/14	10	EXHIBIT A.2	10	10/14
11	11	11	10/14	11	EXHIBIT A.2	11	10/14
12	12	12	10/14	12	EXHIBIT A.2	12	10/14
13	13	13	10/14	13	EXHIBIT A.2	13	10/14
14	14	14	10/14	14	EXHIBIT A.2	14	10/14
15	15	15	10/14	15	EXHIBIT A.2	15	10/14
16	16	16	10/14	16	EXHIBIT A.2	16	10/14
17	17	17	10/14	17	EXHIBIT A.2	17	10/14
18	18	18	10/14	18	EXHIBIT A.2	18	10/14
19	19	19	10/14	19	EXHIBIT A.2	19	10/14
20	20	20	10/14	20	EXHIBIT A.2	20	10/14
21	21	21	10/14	21	EXHIBIT A.2	21	10/14
22	22	22	10/14	22	EXHIBIT A.2	22	10/14
23	23	23	10/14	23	EXHIBIT A.2	23	10/14
24	24	24	10/14	24	EXHIBIT A.2	24	10/14
25	25	25	10/14	25	EXHIBIT A.2	25	10/14
26	26	26	10/14	26	EXHIBIT A.2	26	10/14
27	27	27	10/14	27	EXHIBIT A.2	27	10/14
28	28	28	10/14	28	EXHIBIT A.2	28	10/14
29	29	29	10/14	29	EXHIBIT A.2	29	10/14
30	30	30	10/14	30	EXHIBIT A.2	30	10/14
31	31	31	10/14	31	EXHIBIT A.2	31	10/14
32	32	32	10/14	32	EXHIBIT A.2	32	10/14
33	33	33	10/14	33	EXHIBIT A.2	33	10/14
34	34	34	10/14	34	EXHIBIT A.2	34	10/14
35	35	35	10/14	35	EXHIBIT A.2	35	10/14
36	36	36	10/14	36	EXHIBIT A.2	36	10/14
37	37	37	10/14	37	EXHIBIT A.2	37	10/14
38	38	38	10/14	38	EXHIBIT A.2	38	10/14
39	39	39	10/14	39	EXHIBIT A.2	39	10/14
40	40	40	10/14	40	EXHIBIT A.2	40	10/14
41	41	41	10/14	41	EXHIBIT A.2	41	10/14
42	42	42	10/14	42	EXHIBIT A.2	42	10/14
43	43	43	10/14	43	EXHIBIT A.2	43	10/14
44	44	44	10/14	44	EXHIBIT A.2	44	10/14
45	45	45	10/14	45	EXHIBIT A.2	45	10/14
46	46	46	10/14	46	EXHIBIT A.2	46	10/14
47	47	47	10/14	47	EXHIBIT A.2	47	10/14
48	48	48	10/14	48	EXHIBIT A.2	48	10/14
49	49	49	10/14	49	EXHIBIT A.2	49	10/14
50	50	50	10/14	50	EXHIBIT A.2	50	10/14
51	51	51	10/14	51	EXHIBIT A.2	51	10/14
52	52	52	10/14	52	EXHIBIT A.2	52	10/14
53	53	53	10/14	53	EXHIBIT A.2	53	10/14
54	54	54	10/14	54	EXHIBIT A.2	54	10/14
55	55	55	10/14	55	EXHIBIT A.2	55	10/14
56	56	56	10/14	56	EXHIBIT A.2	56	10/14
57	57	57	10/14	57	EXHIBIT A.2	57	10/14
58	58	58	10/14	58	EXHIBIT A.2	58	10/14
59	59	59	10/14	59	EXHIBIT A.2	59	10/14
60	60	60	10/14	60	EXHIBIT A.2	60	10/14
61	61	61	10/14	61	EXHIBIT A.2	61	10/14
62	62	62	10/14	62	EXHIBIT A.2	62	10/14
63	63	63	10/14	63	EXHIBIT A.2	63	10/14
64	64	64	10/14	64	EXHIBIT A.2	64	10/14
65	65	65	10/14	65	EXHIBIT A.2	65	10/14
66	66	66	10/14	66	EXHIBIT A.2	66	10/14
67	67	67	10/14	67	EXHIBIT A.2	67	10/14
68	68	68	10/14	68	EXHIBIT A.2	68	10/14
69	69	69	10/14	69	EXHIBIT A.2	69	10/14
70	70	70	10/14	70	EXHIBIT A.2	70	10/14
71	71	71	10/14	71	EXHIBIT A.2	71	10/14
72	72	72	10/14	72	EXHIBIT A.2	72	10/14
73	73	73	10/14	73	EXHIBIT A.2	73	10/14
74	74	74	10/14	74	EXHIBIT A.2	74	10/14
75	75	75	10/14	75	EXHIBIT A.2	75	10/14
76	76	76	10/14	76	EXHIBIT A.2	76	10/14
77	77	77	10/14	77	EXHIBIT A.2	77	10/14
78	78	78	10/14	78	EXHIBIT A.2	78	10/14
79	79	79	10/14	79	EXHIBIT A.2	79	10/14
80	80	80	10/14	80	EXHIBIT A.2	80	10/14
81	81	81	10/14	81	EXHIBIT A.2	81	10/14
82	82	82	10/14	82	EXHIBIT A.2	82	10/14
83	83	83	10/14	83	EXHIBIT A.2	83	10/14
84	84	84	10/14	84	EXHIBIT A.2	84	10/14
85	85	85	10/14	85	EXHIBIT A.2	85	10/14
86	86	86	10/14	86	EXHIBIT A.2	86	10/14
87	87	87	10/14	87	EXHIBIT A.2	87	10/14
88	88	88	10/14	88	EXHIBIT A.2	88	10/14
89	89	89	10/14	89	EXHIBIT A.2	89	10/14
90	90	90	10/14	90	EXHIBIT A.2	90	10/14
91	91	91	10/14	91	EXHIBIT A.2	91	10/14
92	92	92	10/14	92	EXHIBIT A.2	92	10/14
93	93	93	10/14	93	EXHIBIT A.2	93	10/14
94	94	94	10/14	94	EXHIBIT A.2	94	10/14
95	95	95	10/14	95	EXHIBIT A.2	95	10/14
96	96	96	10/14	96	EXHIBIT A.2	96	10/14
97	97	97	10/14	97	EXHIBIT A.2	97	10/14
98	98	98	10/14	98	EXHIBIT A.2	98	10/14
99	99	99	10/14	99	EXHIBIT A.2	99	10/14
100	100	100	10/14	100	EXHIBIT A.2	100	10/14

Exhibit B

**Copy of Springboard Data Center Economic Development Project Plan Review Committee
Resolution**

Exhibit C

Copy of Project Plan Approval Resolution

Exhibit D.1

Copy of Midway Public Schools Agreement Adoption Resolution

Exhibit D.2

Copy of Indian Capital Technology Center Agreement Adoption Resolution

Exhibit D.3

Copy of Health Department Agreement Adoption Resolution

Exhibit D.4

Copy of County EMS Agreement Adoption Resolution

Exhibit D.5

Copy of Library District Agreement Adoption Resolution

Exhibit E

Incentive District Base Value Assessments

The Base Value for each Incentive District is equal to the total market value of real and personal property within the Incentive District multiplied by the assessment ratio. The County Assessor has certified the Base Value for the Incentive District, as set forth in the table below.

<u>Parcel</u>	<u>Acreage</u>	<u>Percentage of Total Project Site Acreage</u>	<u>Incentive District Base Value</u>
<u>Incentive District 1</u>	87.60		
<u>Incentive District 2</u>	48.86		
<u>Incentive District 3</u>	98.56		
<u>Incentive District 4</u>	85.12		

Exhibit F

Schedule of Payments Associated with the Incentive Districts

(Attached)

PILOT Payment Schedule (Phase 1)

The following table illustrates the estimated PILOT Payment schedule for the first Phase of the Project assuming that 2028 is the first PILOT Commencement Year for the first Data Center, as described in Section 5(A)(i) of the Agreement. For each subsequent Data Center of the Project, the Company shall make annual PILOT payments to the Taxing Entities, as described in Section 5(A)(ii) of the Agreement.

6/27/2025

Project Springboard Projected PILOT Revenues - Phase 1
Beginning Annual PILOT Payment \$ 1,350,000

**Increased 1% annually*

Year	Midway Schools	ICTC	County	Library	EMS	Health	Total
2028	\$ 900,045	\$ 146,070	\$ 146,070	\$ 63,990	\$ 50,355	\$ 43,470	\$ 1,350,000
2029	\$ 909,045	\$ 147,531	\$ 147,531	\$ 64,630	\$ 50,859	\$ 43,905	\$ 1,363,500
2030	\$ 918,136	\$ 149,006	\$ 149,006	\$ 65,276	\$ 51,367	\$ 44,344	\$ 1,377,135
2031	\$ 927,317	\$ 150,496	\$ 150,496	\$ 65,929	\$ 51,881	\$ 44,787	\$ 1,390,906
2032	\$ 936,590	\$ 152,001	\$ 152,001	\$ 66,588	\$ 52,400	\$ 45,235	\$ 1,404,815
2033	\$ 945,956	\$ 153,521	\$ 153,521	\$ 67,254	\$ 52,924	\$ 45,687	\$ 1,418,864
2034	\$ 955,416	\$ 155,056	\$ 155,056	\$ 67,927	\$ 53,453	\$ 46,144	\$ 1,433,052
2035	\$ 964,970	\$ 156,607	\$ 156,607	\$ 68,606	\$ 53,987	\$ 46,606	\$ 1,447,383
2036	\$ 974,620	\$ 158,173	\$ 158,173	\$ 69,292	\$ 54,527	\$ 47,072	\$ 1,461,857
2037	\$ 984,366	\$ 159,755	\$ 159,755	\$ 69,985	\$ 55,073	\$ 47,542	\$ 1,476,475
2038	\$ 994,210	\$ 161,352	\$ 161,352	\$ 70,685	\$ 55,623	\$ 48,018	\$ 1,491,240
2039	\$ 1,004,152	\$ 162,966	\$ 162,966	\$ 71,392	\$ 56,179	\$ 48,498	\$ 1,506,152
2040	\$ 1,014,193	\$ 164,595	\$ 164,595	\$ 72,106	\$ 56,741	\$ 48,983	\$ 1,521,214
2041	\$ 1,024,335	\$ 166,241	\$ 166,241	\$ 72,827	\$ 57,309	\$ 49,473	\$ 1,536,426
2042	\$ 1,034,579	\$ 167,904	\$ 167,904	\$ 73,555	\$ 57,882	\$ 49,968	\$ 1,551,790
2043	\$ 1,044,924	\$ 169,583	\$ 169,583	\$ 74,290	\$ 58,461	\$ 50,467	\$ 1,567,308
2044	\$ 1,055,374	\$ 171,279	\$ 171,279	\$ 75,033	\$ 59,045	\$ 50,972	\$ 1,582,981
2045	\$ 1,065,927	\$ 172,991	\$ 172,991	\$ 75,784	\$ 59,636	\$ 51,482	\$ 1,598,811
2046	\$ 1,076,587	\$ 174,721	\$ 174,721	\$ 76,541	\$ 60,232	\$ 51,997	\$ 1,614,799
2047	\$ 1,087,352	\$ 176,468	\$ 176,468	\$ 77,307	\$ 60,834	\$ 52,516	\$ 1,630,947
2048	\$ 1,098,226	\$ 178,233	\$ 178,233	\$ 78,080	\$ 61,443	\$ 53,042	\$ 1,647,257
2049	\$ 1,109,208	\$ 180,015	\$ 180,015	\$ 78,861	\$ 62,057	\$ 53,572	\$ 1,663,729
2050	\$ 1,120,300	\$ 181,816	\$ 181,816	\$ 79,649	\$ 62,678	\$ 54,108	\$ 1,680,366
2051	\$ 1,131,503	\$ 183,634	\$ 183,634	\$ 80,446	\$ 63,304	\$ 54,649	\$ 1,697,170
2052	\$ 1,142,818	\$ 185,470	\$ 185,470	\$ 81,250	\$ 63,937	\$ 55,195	\$ 1,714,142
Total	\$ 25,420,150	\$ 4,125,484	\$ 4,125,484	\$ 1,807,282	\$ 1,422,186	\$ 1,227,732	\$ 38,128,319

Community Investment Payment Schedule (per Data Center)

The following table illustrates the estimated Community Investment Payment schedule for one Phase of the Project as described in Section 5(C) of the Agreement. For each subsequent Data Center, the Company shall make an annual Community Investment Payment in the same amount and allocated in the same proportions established below for Phase 1.

Project Springboard Community Investment Payments - Phase 1									
Total Initial Annual Payment: \$ 1,700,000									
Year	Economic Development Payment		DISTRIBUTION OF REMAINING \$1,500,000						
	County	Midway Schools	ICTC	County	Library	EMS	Health	Total	
1	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
2	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
3	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
4	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
5	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
6	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
7	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
8	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
9	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
10	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
11	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
12	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
13	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
14	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
15	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
16	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
17	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
18	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
19	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
20	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
21	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
22	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
23	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
24	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
25	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,700,000	\$ 1,700,000
Total	\$ 5,000,000	\$ 6,250,000	\$ 6,250,000	\$ 6,250,000	\$ 6,250,000	\$ 6,250,000	\$ 6,250,000	\$ 6,250,000	\$ 42,500,000

Annual Distribution:
 \$200,000 Economic Development Payment to County
 Remaining \$1,500,000 distributed evenly

Exhibit G

Annual Reporting Form

Muskogee County – TID Annual Reporting Form*

Project Name: _____

Project Location: _____

Incentive District: # _____

Reporting Period: _____ to _____

Reporting	
Entities receiving exemptions	
Description of exempted property and improvements	
Estimated fair market value of property exempted	
Exemption term remaining	

**Information in this Annual Reporting Form provided in compliance with 62 O.S. §867.*

EXHIBIT H.1

TO LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

Form of Assignment and Assumption Agreement to be utilized if all or a portion of the Project Site and all development thereon is transferred

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “**Assignment Agreement**”) is made and entered into by and between Acacia House Group LLC, a Delaware limited liability company (the “**Company**”) and _____, a _____ (the “**Successor**”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Local Development Act Tax Incentive Agreement between Company, the Board of County Commissioners of Muskogee County, Oklahoma, (the “**County**”), the Board of Education of Independent School District Number I-27 of McIntosh County, Oklahoma (the “**Midway Public Schools**”), the Board of Education of the Indian Capital Technology Center District No. 4 (“**Indian Capital Technology Center**”), the Board of Trustees of the Eastern Oklahoma District Library System (the “**Library District**”), the Board of Trustees of the Muskogee County Emergency Medical Service (the “**County EMS**”) and the Board of the Muskogee County Health Department (the “**Health Department**”) (collectively, Midway Public Schools, Indian Capital Technology Center, the Library District, County EMS, and the Health Department are the “**Taxing Entities**”) (the Company, the County, and the Taxing Entities are collectively referred to as the “**Parties**”, each a “**Party**”), dated _____, 2025 (the “**Tax Incentive Agreement**,” a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, on _____, 2025, the County adopted the Project Plan Resolution, approving the Springboard Data Center Economic Development Project Plan in order to provide ad valorem property tax abatements for the Project on the Property (both as defined in the Tax Incentive Agreement), and at the same time approved four (4) Incentive Districts on the Property, all as specified in the Project Plan Resolution and the Tax Incentive Agreement; and

WHEREAS, on _____, 2025, the Company, the County, and the Taxing Entities entered into the Tax Incentive Agreement setting forth the terms and conditions of the Incentive District Exemption; and

WHEREAS, by virtue of a transfer of [a portion of] the Property, the Successor on _____, 20__ (the “**Transfer Date**”) has or will succeed to the interest of the Company (or a successor to the Company) in [all of the Property] [a portion of the Property] as identified on Exhibit B, including all personal and real property thereon (the “**Transferred Property**”); and

WHEREAS, the Successor wishes to obtain all of the benefits and incur all of the obligations of the Tax Incentive Agreement with respect to the Transferred Property, as well as any additional property later developed, located or installed within or on the Transferred Property, and, as agreed in the Tax Incentive Agreement, the County and the Taxing Entities shall make

these benefits available to the Successor on the terms set forth in the Tax Incentive Agreement as long as the Successor executes this Assignment Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Tax Incentive Agreement, and the benefit to be derived by the Successor from the execution hereof, the Parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company with respect to the Transferred Property, and (b) all of the benefits, rights and entitlements of the Tax Incentive Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the Transfer Date, of all of the representations, warranties and covenants made by or required of the Company that are contained in the Tax Incentive Agreement; provided, however, that to the extent such representations, warranties and covenants are related to the Property, the Successor's certification is limited to the Transferred Property (if less than the Property). Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the Tax Incentive Agreement: Section 2 ("Project"), Section 4 ("Tax Exemption Terms"), Section 5 ("Payments Associated with the Incentive Districts"), Section 8 ("Annual Report"), Section 10 ("Default"), Section 11 ("Remedies"), and Section 13 ("Successors and Assigns").

2. Pursuant to Section 13 of the Tax Incentive Agreement, the Company and Successor acknowledge that the County and the Taxing Entities have permitted this assignment to Successor as provided herein, such that Successor shall have all of the benefits, rights, and entitlements, including without limitation the right to utilize Incentive District Exemption for all Transferred Property and any other property within or on the Transferred Property, in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Company) to the Tax Incentive Agreement.

3. The County, on behalf of each of the Taxing Entities, acknowledges through the Transfer Date that the Tax Incentive Agreement is in full force and effect, confirms the Company has complied with the Tax Incentive Agreement with respect to the Transferred Property, and releases the Company from liability for any defaults occurring after the Transfer Date with respect to the Transferred Property.

4. Notices to the Successor with respect to the Tax Incentive Agreement shall be given as stated in Section 16 thereof, addressed as follows:

[Successor Name
Successor Mailing Address
Successor Email Address]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed by their duly authorized representatives to be effective as of _____.

COMPANY

Acacia House Group LLC a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

SUCCESSOR

[Name of Successor]

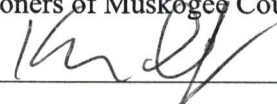
By: _____

Print Name: _____

Title: _____

ACKNOWLEDGED AND AGREED

Board of County Commissioners of Muskogee County, Oklahoma

By: _____ 

Print Name: _____

Title: _____

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Tax Incentive Agreement

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Description of the Transferred Property

EXHIBIT H.2
TO LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

**Form of Partial Assignment and Assumption Agreement to be utilized for any Successor
that will own exempt property within the Project Site**

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “**Partial Assignment Agreement**”) is made and entered into by and between Acacia House Group LLC, a Delaware limited liability company (the “**Company**”) and _____, a _____ (the “**Successor**”), effective this ____ day of ____, [Year] (the “**Effective Date**”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Local Development Act Tax Incentive Agreement between Company, the Board of County Commissioners of Muskogee County, Oklahoma, (the “**County**”), the Board of Education of Independent School District Number I-27 of McIntosh County, Oklahoma (the “**Midway Public Schools**”), the Board of Education of the Indian Capital Technology Center District No. 4 (“**Indian Capital Technology Center**”), the Board of Trustees of the Eastern Oklahoma District Library System (the “**Library District**”), the Board of Trustees of the Muskogee County Emergency Medical Service (the “**County EMS**”) and the Board of the Muskogee County Health Department (the “**Health Department**”) (collectively, Midway Public Schools, Indian Capital Technology Center, the Library District, County EMS, and the Health Department are the “**Taxing Entities**”) (the Company, the County, and the Taxing Entities are collectively referred to as the “**Parties**”, each a “**Party**”), dated _____, 2025 (the “**Tax Incentive Agreement**,” a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, on _____, 2025, the County adopted the Project Plan Resolution, approving the Springboard Data Center Economic Development Project Plan in order to provide ad valorem property tax abatements for the Project on the Property (both as defined in the Tax Incentive Agreement), and at the same time approved four (4) Incentive Districts on the Property, all as specified in the Project Plan Resolution and the Tax Incentive Agreement; and

WHEREAS, on _____, 2025, the Company and the Taxing Entities entered into the Tax Incentive Agreement setting forth the terms and conditions of the Incentive District Exemptions; and

WHEREAS, the Successor will own certain real or personal property constituting a portion of the Project, as described more particularly on Exhibit B attached hereto and incorporated herein, and which property may be supplemented or replaced from time to time (“**Successor Property**”); and

WHEREAS, the Successor wishes to obtain a portion of the benefits of the Tax Incentive Agreement, and, as agreed in the Tax Incentive Agreement, the County and the Taxing Entities shall make these benefits available to the Successor on the terms set forth in the Tax Incentive Agreement as long as the Successor executes this Partial Assignment Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Tax Incentive Agreement, and the benefit to be derived by the Successor from the execution hereof, the Parties hereto agree as follows:

1. From and after the Effective Date, the Company hereby assigns a portion of the benefits of the Tax Incentive Agreement, including without limitation, the right to utilize Incentive District Exemptions for all Successor Property, subject to the terms and conditions of the Tax Incentive Agreement.

2. From and after the Effective Date, the Company hereby (i) agrees to remain bound by and perform all obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company; and (ii) certifies to the validity of all of the representations, warranties and covenants made by or required of the Company that are contained in the Tax Incentive Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties of the Company include, but are not limited to, those contained in the following Sections of the Tax Incentive Agreement: Section 2 ("Project"), Section 4 ("Tax Abatement Terms"), Section 5 ("Payments Associated with the Incentive Districts"), Section 8 ("Annual Report"), Section 10 ("Default"), Section 11 ("Remedies"), and Section 13 ("Successors and Assigns").

3. Pursuant to Section 13 of the Tax Incentive Agreement, the Company and Successor acknowledge that the County and the Taxing Entities have permitted this assignment to Successor, such that Successor shall have certain, benefits, entitlements, and rights as provided herein, including without limitation, the right to Incentive District Benefits for all Successor Property, in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Company) to the Tax Incentive Agreement.

4. Notices to the Successor with respect to the Tax Incentive Agreement shall be given as stated in Section 16 thereof, addressed as follows:

[Successor Name
Successor Mailing Address
Successor Email Address]

IN WITNESS WHEREOF, the parties have caused this Partial Assignment Agreement to be executed by their duly authorized representatives to be effective as of _____.

COMPANY

Acacia House Group LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

SUCCESSOR

[Name of Successor]

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGED AND AGREED

Board of County Commissioners of Muskogee County, Oklahoma

By: _____ 

Print Name: _____

Title: _____

EXHIBIT A
TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Tax Incentive Agreement

EXHIBIT B
TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

Description of Successor Property