

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made as of this 20th day of April, 2026 (the “**Effective Date**”), by and between **ECONOMIC DEVELOPMENT CORPORATION OF CLARK COUNTY, ARKANSAS**, an Arkansas non-profit public corporation (“**Seller**”); and **DC DEVCO, LLC**, a Georgia limited liability company (“**Purchaser**”). Seller and Purchaser are sometimes referenced herein individually as a “**Party**” or “**party**” and collectively as the “**Parties**” or “**parties**”.

WITNESSETH:

### ARTICLE 1

#### PURCHASE AND SALE

**1.1 Agreement of Purchase and Sale.** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey, and Purchaser agrees to purchase all of Seller’s right, title, and interest in the following:

(a) those certain tracts or parcels of land located within and identified as Tax Parcel Numbers: 01-05459-000, 01-05431-000, 01-05504-000, 01-05485-000, 01-05485-001, and 01-05486-000, located at 3211 Highway 67 South, Clark County, Arkadelphia, Arkansas 71923, consisting of approximately 991 acres, and more particularly depicted and described on the survey and legal description attached hereto collectively as **Schedule 1.1(a)** and by this reference made a part hereof (the property described in this clause (a) being herein referred to as the “**Land**”);

(b) those rights, easements and appurtenances pertaining to the Land, if any, including (i) all right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way, (ii) strips, gaps and gores, if any, in connection with the Land, (iii) any and all oil, gas and minerals lying under, in, on or about or constituting a part of the Land, regardless of whether the minerals are considered part of the surface estate or part of the mineral estate, and (iv) all right, title and interest of Seller with respect to any easements or covenants that benefit or burden the Land (the property described in this clause (b) herein referred to collectively as the “**Related Rights**”);

(c) the structures and other improvements (if any) on the Land (the property described in this clause (c) being herein referred to as the “**Improvements**”, and the Land, the Related Rights and the Improvements being hereinafter sometimes collectively referred to as the “**Real Property**”; and

(d) all of Seller’s right, title and interest in, to and under all governmental and non-governmental permits (including any previously paid permit fees), licenses, development rights, entitlements, consents, approvals and authorizations (including zoning approvals) if any, belonging to or inuring to the benefit of Seller and pertaining to

the Real Property (the property described in this clause (d), being sometimes herein referred to collectively as the “**Intangible Property**”).

**1.2 Property Defined.** The Land, the Related Rights, the Improvements and the Intangible Property are hereinafter sometimes referred to collectively as the “**Property**.”

**1.3 Permitted Exceptions.** The Property shall be conveyed, and Purchaser shall accept the Property, subject to the matters which are, or are deemed to be, Permitted Exceptions pursuant to ARTICLE 2 hereof (herein referred to collectively as the “**Permitted Exceptions**”).

**1.4 Purchase Price.** Seller is to sell and Purchaser is to purchase the Property for a total purchase price of Eleven Thousand Five Hundred and No/100 Dollars \$11,500.00 per acre, which is estimated to be **Eleven Million Three Hundred Ninety Six Thousand Five Hundred and No/100 Dollars (\$11,396,500.00)** (“**Land Price**”), plus the total amount owed as of Closing for the Crop Loss Payment, referenced in Section 5.6(a), plus other amounts owed as of Closing, if any, for the termination of all other Lease Agreements on the subject Property, as defined in Section 5.1(f), such total amount not to exceed Three Hundred Thousand and No/100’s Dollars (\$300,000.00) (“**Lease Allowance**”), contingent upon Seller providing satisfactory proof to Purchaser of the Lease Allowance amount and that all Lease Agreements have, or will be, terminated as of Closing, which aggregate sum shall be paid to Seller at Closing (the Land Price and the Lease Allowance are collectively defined as the “**Purchase Price**”). The final acreage of the Property conveyed to Purchaser shall be as set forth in a Survey procured by Purchaser and provided to Seller, as referenced in Section 2.2. The Parties covenant and agree that they shall execute an amendment to this Agreement setting forth the final confirmed acreage of the Property, the legal description of the Property set forth in the Survey, and the final Purchase Price.

**1.5 Payment of Purchase Price.** The Purchase Price for the Property shall be paid in full at Closing, following any adjustments, prorations or credits thereto provided in this Agreement, in cash, by Federal Reserve check, or by funds wire transferred through the Federal Reserve System.

**1.6 Earnest Money.**

(a) Within five (5) business days of the Effective Date or within five (5) business days of the Escrow Agent executing the Joinder of Escrow Agent referenced in Section 1.6(d), whichever is the sooner to occur, Purchaser shall deposit with Escrow Agent the sum of **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** (the “**Initial Deposit**”) by wire transfer of immediately available funds which, when and to the extent deposited, shall constitute the Initial Deposit. The Initial Deposit shall remain refundable to Purchaser as follows: (i) the first \$50,000.00 will become nonrefundable upon deposit with Escrow Agent, (ii) the second \$50,000.00 will become nonrefundable after thirty (30) calendar days from the date of the Initial Deposit, (iii) the third \$50,000.00 will become nonrefundable after sixty (60) calendar days from the date of the Initial Deposit, and (iv) upon ninety (90) calendar days from the date of the Initial Deposit, the entire Initial Deposit will become nonrefundable to Purchaser, except in the event of a Seller default, failed condition to the benefit of Purchaser, a termination by Purchaser

pursuant to the Agreement following a casualty or condemnation of the Property, or as otherwise stated in this Agreement. The Initial Deposit shall be credited against the Purchase Price to be paid by Purchaser to Seller at Closing.

(b) Within five (5) business days after the expiration of the Inspection Period, Purchaser shall make a second earnest money deposit with Escrow Agent in the amount of **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** (the “**Second Deposit,**” and together with the Initial Deposit, the “**Earnest Money**”) by wire transfer of immediately available funds which, when and to the extent deposited, shall constitute the Second Deposit. The Second Deposit shall be nonrefundable to Purchaser, except in the event of a Seller default, failed condition to the benefit of Purchaser, a termination by Purchaser pursuant to the Agreement following a casualty or condemnation at the Property, or as otherwise stated in this Agreement. The Second Deposit shall be credited against the Purchase Price to be paid by Purchaser to Seller at the Closing.

(c) If Purchaser fails to deposit the Earnest Money within the time provided above for such deposits to be made, then Purchaser shall be deemed to have elected to terminate the Agreement pursuant to Section 3.1(d) and Purchaser shall have no obligation to deposit any Earnest Money.

(d) The Earnest Money and all interest accrued thereon, if any, shall be credited against the Purchase Price to be paid by Purchaser to Seller at the Closing. The Escrow Agent may, but shall not be required to, deposit the Earnest Money in an interest-bearing account and any interest accrued thereon shall belong to Purchaser. In performing all of its duties or responsibilities hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful default, gross negligence, or breach of trust, and Escrow Agent shall accordingly not incur any liability with respect to (i) any action taken or omitted in good faith or (ii) any action taken or omitted in reliance upon any instrument, including any written notice or instruction relating to this Agreement. Seller and Purchaser each hereby agree to indemnify and hold harmless Escrow Agent against any and all loss, liability, claims, demands, damages, actions, causes of action, and suits which may be imposed upon Escrow Agent in connection with the performance of its duties hereunder, except to the extent that such loss, liability, claim, demand, damage, action, cause of action or suit is as a result of the gross negligence or intentional misconduct of Escrow Agent. In the event of dispute between or among the parties hereto or any parties otherwise having an interest in the Earnest Money, sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled (but shall incur no liability for failure to do so) to tender into the registry or custody of any court of competent jurisdiction all amounts held as Earnest Money, and to file such legal pleadings or other documents as Escrow Agent may deem appropriate, and thereupon Escrow Agent shall be discharged from all further liabilities under this Agreement. If Escrow Agent does not interplead the Earnest Money as permitted above, Escrow Agent shall retain possession of the Earnest Money and shall not disburse the Earnest Money so long as any such dispute exists. Seller and Purchaser are aware that the Federal Deposit Insurance Corporation (FDIC) coverages apply to a maximum

amount of \$250,000.00 per depositor. Further, Seller and Purchaser do not and will not hold Escrow Agent liable for any loss occurring which arises from bank failure or error, insolvency or suspension, or a situation or event which falls under the FDIC coverages. Any fee of Escrow Agent shall be evenly split between Seller and Purchaser. Escrow Agent shall execute the “**Joinder of Escrow Agent**”, attached hereto as **Schedule 1.6(a)** and incorporated herein by this reference. An Escrow Agent may be changed or substituted for any reason after the Effective Date upon mutual written agreement between Seller and Purchaser, not to be unreasonably withheld, conditioned or delayed, in which case the changed or substituted Escrow Agent shall execute the Joinder of Escrow Agent attached as Schedule 1.6(a).

(e) In any event, if Purchaser is entitled to have the Earnest Money returned to Purchaser pursuant to any provision of this Agreement, then **One Hundred Dollars (\$100.00)** of the Earnest Money shall nevertheless be paid to Seller as good and sufficient consideration for entering into this Agreement. In addition, Seller acknowledges that Purchaser, in evaluating the Property and performing its due diligence investigation of the Property, will devote internal resources and incur expenses, and that such efforts and expenses of Purchaser also constitute good, valuable and sufficient consideration for this Agreement.

## **ARTICLE 2 TITLE AND SURVEY**

**2.1 Title Examination; Commitment for Title Insurance.** Purchaser shall have Seller’s title to the Property examined. The report of such title examination shall be in the form of an owner’s title insurance commitment (as initially issued to Purchaser, the “**Title Commitment**”), to be issued by a title insurance company licensed to do business in the State of Arkansas (in its capacity as title insurer sometimes herein called the “**Title Company**”) and may include Uniform Commercial Code searches in the name of Seller, and their respective members, partners and affiliates, the Property and other appropriate names.

**2.2 Survey.** Purchaser shall, at Purchaser’s expense, have the Real Property accurately surveyed by a licensed surveyor or engineer of Purchaser’s choice showing the actual boundaries of the Real Property, the acreage contained in the Land, the location of the Improvements (if any) and such other matters as Purchaser deems appropriate. Such survey shall constitute the “**Survey**” hereunder. Purchaser and Seller shall agree upon the final acreage for the Land in the Survey and shall enter into an amendment to this Agreement as provided for in Section 1.4. For purposes of the Deed to be delivered to Purchaser at the Closing, the legal description of the Real Property shall be the legal description set forth on such approved survey.

**2.3 Title Objections; Cure of Title Objections.** Purchaser shall have until the date that is ten (10) business days before the expiration of the Inspection Period (the “**Title and Survey Objection Date**”) to notify Seller, in writing, of such objections as Purchaser may have to the Title Commitment (including the title exception documents referred to therein) or the Survey, other than the Permitted Exceptions described in clauses (a) and (b) of Section 2.4. Any item contained

in the Title Commitment or shown on the Survey to which Purchaser does not object on or before the Title and Survey Objection Date shall be deemed approved by Purchaser as a “Permitted Exception”, subject, however, to Section 2.5 below.

(a) In the event Purchaser shall notify Seller of objections to title or matters shown on the Survey on or before the Title and Survey Objection Date, Seller shall have the right, but not the obligation, to cure such objections. On or before the fifth (5<sup>th</sup>) business day from and after Seller’s receipt of Purchaser’s notice of objections, Seller shall notify Purchaser in writing whether Seller elects to attempt to cure such objections. If Seller elects to attempt to cure, and provided that Purchaser shall not have terminated this Agreement in accordance with Section 3.1 hereof, then Seller shall be obligated to cure such objection or objections. If Seller elects not to cure any objections specified in Purchaser’s notice or otherwise does not notify Purchaser in writing whether Seller elect to attempt to cure such objections in which case Seller shall be deemed to have elected not to cure any title objections, then in either such case Purchaser shall have the right to elect one, but not both, of the following options, which election must in each case be made within the time period provided in paragraph (c) below:

(1) to accept a conveyance of the Property subject to the Permitted Exceptions, specifically including any matter objected to by Purchaser which Seller is unwilling or unable to cure as deemed approved by Purchaser, and without reduction of the Purchase Price; or

(2) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate, \$100,000.00 of the Earnest Money shall be retained by Seller and the remainder of the Earnest Money shall be returned to Purchaser in accordance with Section 1.6 of this Agreement, and thereafter neither Party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

(b) If Seller notifies Purchaser that Seller does not intend to attempt to cure any title objection, or if Seller is deemed to have elected not to cure any title objections, then in any such case Purchaser shall, within ten (10) business days after receiving Seller’s notice or the date of Seller’s deemed election, as applicable, notify Seller in writing whether Purchaser shall elect to accept the conveyance under clause (b)(1) above or to terminate this Agreement under clause (b)(2) above. Purchaser’s failure to provide such a notice will be deemed an election by Purchaser to accept conveyance under clause (b)(1) above.

(c) Notwithstanding anything contained herein to the contrary, Seller shall be obligated at Closing to satisfy and discharge any and all deeds of trust, mortgages, or other security instrument encumbering the Real Property entered into by Seller, tax liens against Seller or the Property, any judgment liens against Seller or its affiliates affecting title to the Property, any mechanics’ or materialmen’s liens relating to work performed at the

Property pursuant to a contract entered into by Seller, including notices of commencement, or any other monetary liens arising by, through or under Seller or caused by Seller (regardless of whether Purchaser objects to such mortgage or monetary lien). (The term “**mortgage**” as used herein includes any mortgage, deed of trust, deed to secure debt and similar security instrument securing an indebtedness and encumbering the Property or any portion thereof; the terms “**discharge**” and “**discharged**” as used herein include compliance with a statutory bonding procedure that has the legal effect of removing the mortgage or other item as a lien on the Property).

**2.4 Conveyance of Title.** At Closing, Seller shall convey and transfer the Property to Purchaser. It shall be a condition to Purchaser’s obligation to close this transaction that the Title Company shall have issued the Title Policy to Purchaser (or unconditionally committed to issue the Title Policy to Purchaser upon receipt of the title insurance premium therefor). “**Title Policy**” means an extended coverage American Land Title Association (ALTA) Form Owner’s Policy of Title Insurance insuring Purchaser’s fee simple title to the Real Property, in the full amount of the Purchase Price with the standard exceptions deleted, subject only to the following matters, which shall be deemed to be Permitted Exceptions, and including the endorsements set forth in Schedule 2.4, attached hereto and by this reference made a part hereof:

- (a) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the date of Closing, subject to proration and adjustment as herein provided;
- (b) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building, zoning and land use laws, ordinances and regulations, now or hereafter in effect relating to the Property;
- (c) additional items, if any, appearing of record or shown on the Survey, approved or deemed approved by Purchaser pursuant to Section 2.3 or 2.5 hereof; and
- (d) additional items, if any, approved by Purchaser pursuant to Section 5.4(d) hereof.

**2.5 Pre-Closing “Gap” Title Defects.** Whether or not Purchaser shall have furnished to Seller any notice of title objections pursuant to the foregoing provisions of this Agreement, Purchaser may, at or prior to Closing, notify Seller in writing of any objections to title first raised by the Title Company or the surveyor after the effective date of the Title Commitment or Survey, as appropriate; provided, however, that Purchaser must notify Seller of any such objections within ten (10) business days of Purchaser’s first receipt of the updated title commitment or updated survey, whichever first provides notice of the condition giving rise to any such objection. With respect to any objections to title set forth in such notice, Seller shall have the same option to cure and Purchaser shall have the same option to accept title subject to such matters or to terminate this Agreement as those which apply to any notice of objections made by Purchaser on or before the Title and Survey Objection Date as provided in Section 2.3 above.

## ARTICLE 3

### INSPECTION PERIOD

#### 3.1 Right of Inspection.

(a) Beginning upon the Effective Date and continuing thereafter so long as this Agreement remains in full force and effect, Seller shall grant Purchaser the right to make a physical inspection of the Property, and Purchaser, personally or through agents, employees or contractors, may go upon the Property during normal business hours or at other reasonable times following forty-eight (48) hours' notice to make boundary line or topographical surveys and to conduct such studies, tests, samplings, investigations and analyses of any and all aspects of the Property as Purchaser deems desirable, including, without limitation, engineering, environmental, geotechnical, soil, and groundwater and other tests, borings, samplings, investigations and studies of the Property; provided such activity does not unreasonably interfere with Seller's use of the Property; further provided that upon completion of Purchaser's inspection of the Property, Purchaser shall restore, or cause to restore, the Property to its pre-inspection condition. This Section 3.1(a) shall survive Closing or any termination of this Agreement.

(b) In addition to any other obligation to assist Purchaser in the inspection of the Property, Seller shall deliver copies of all materials in Seller's possession or control described on Schedule 3.1(b) attached hereto and by this reference made a part hereof, and all documents, correspondence, notices, or other materials, and all documents, studies, correspondence, notices, due diligence materials and other items that Seller has prepared or obtained (or has had prepared or obtained) and in Seller's possession or control in connection with its own due diligence of the Property (collectively, the "Property Documents").

(c) Seller acknowledges that Purchaser proposes to develop and construct on the Property a data center facility and campus and power distribution facility, parking and certain related improvements and ancillary uses and structures (including, but not limited to, security facilities, back-up generation and cooling equipment, and fuel supplies) (collectively, the "Purchaser Improvements"). After the Effective Date, Purchaser, at its sole cost and expense, shall pursue all necessary zoning approvals, if any, from the appropriate governmental bodies to permit Purchaser to develop and construct the Purchaser Improvements on the Property (the "Zoning Approvals"). Seller agrees to reasonably cooperate with Purchaser's pursuit of the Zoning Approvals and to execute any and all applications and documents reasonably necessary for Purchaser to pursue the Zoning Approvals. In addition, Purchaser, at its sole cost and expense, shall pursue all necessary permits, subdivision approvals, site plan approvals, land use amendments, permits for land disturbance, water and sewer availability, wetland mitigation, load commitment, and any other necessary approvals or entitlements to permit Purchaser to develop and construct the Purchaser Improvements on the Property (collectively, together with the Zoning Approvals, the "Modified Entitlements"). Purchaser shall also be entitled to conduct any incremental due diligence that it desires in order to confirm that it

will be able to obtain sufficient electrical energy service for the Purchaser Improvements at the Property and that the other matters contemplated in any power study obtained by Seller (and provided to Purchaser as a “**Property Document**”) remain true and correct (such due diligence, the “**Power Supply DD**”). Seller shall reasonably cooperate with Purchaser and assist Purchaser in connection with the Power Supply DD and obtaining the Modified Entitlements and any applications and other documents reasonably necessary to obtain the Modified Entitlements. Purchaser shall have the right to approve and review any Modified Entitlements and all related applications and submissions. Notwithstanding the foregoing paragraph, all applications for and pursuit of the Modified Entitlements shall be undertaken by Purchaser at Purchaser’s sole risk and expense, and no Modified Entitlement obtained prior to Closing shall create any covenant, restriction, condition, or encumbrance affecting title to the Property or binding upon Seller unless and until the Closing occurs. In the event the Closing does not occur for any reason, Purchaser shall, at Seller’s election and at Purchaser’s sole cost and expense, promptly (i) withdraw any pending applications relating to the Modified Entitlements, or (ii) assign to Seller, without representation or warranty and without further consideration, all of Purchaser’s right, title and interest, if any, in and to any studies, plans, approvals, applications, and materials relating to the Modified Entitlements, and shall take such actions as may be reasonably requested by Seller to ensure that the Property is not encumbered or adversely affected by Purchaser’s pursuit of the Modified Entitlements. Purchaser hereby appoints Seller as Purchaser’s attorney-in-fact, coupled with an interest, for the sole and exclusive purpose of executing and filing any documents reasonably necessary to withdraw or terminate Modified Entitlement applications if Purchaser fails to do so following termination of this Agreement.

(d) Purchaser shall have the right, for a period of One Hundred Twenty (120) Days from the Effective Date (the period referred to herein as the “**Inspection Period**”), to terminate this Agreement for any reason or for no reason whatsoever, in Purchaser’s sole and absolute discretion, by delivering written notice of such termination to Seller prior to the expiration of the Inspection Period. In the event that Purchaser terminates this Agreement pursuant to this paragraph on or before the expiration of the Inspection Period, any refundable portion of the First Deposit under Section 1.6 above shall be returned to Purchaser, otherwise any non-refundable portion of the First Deposit shall be paid to Seller, and thereafter no party shall have any further rights, claims or liabilities hereunder, except for any rights, claims or liabilities hereunder that by their express terms survive the termination of this Agreement. In the event that Purchaser does not elect to terminate this Agreement prior to the expiration of the Inspection Period, then Purchaser shall deposit the Second Deposit in accordance with the provisions of Section 1.6(b) above and the Earnest Money shall become non-refundable to Purchaser (except in the event of a Seller default, failed condition to the benefit of Purchaser, a termination by Purchaser pursuant to the Agreement following a casualty or condemnation at the Property, or as otherwise stated in this Agreement), but shall be applicable as a credit against the Purchase Price at Closing.

(e) Purchaser shall indemnify, hold harmless and defend Seller, and its officers, directors, and employees, from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages and expenses (including reasonable out-of-pocket attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity) of whatsoever nature (individually, a "**Claim**," and collectively, "**Claims**") that may be incurred by Seller and arise out of or in connection with the acts or omissions of Purchaser and its agents, representatives, contractors and consultants, or any of them pertaining to entry upon the Premises and the conduct of any inspections, tests, surveys, or other due diligence activities of the Property under this Section 3. Such Claims shall include, but are not limited to, Claims arising out of or in connection with personal injury or death of persons, loss, destruction or damage to property, or liens or Claims of lien filed against the Property. Such Claims shall exclude, however, any Claims to the extent such Claims arise out of the discovery of, or the non-negligent, accidental or inadvertent actual or threatened release or movement of, any Hazardous Materials (as defined in Section 5.1) resulting from Purchaser's inspections and other activities (unless the Hazardous Materials are brought onto the Property by Purchaser or Purchaser's authorized agents, employees, consultants or contractors). This Section 3.1(e) shall survive Closing or any termination of this Agreement.

## ARTICLE 4

### CLOSING

**4.1 Time and Place.** Provided all conditions precedent to Purchaser's obligations hereunder have been satisfied or waived by written notice, the consummation of the transaction contemplated hereby ("Closing") shall be held at the office of Purchaser's attorneys on or before September 30, 2026, and shall be conducted pursuant to an escrow-style closing by and through Escrow Agent so that it will not be necessary for any party to physically attend the Closing. At Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Section 4.2 and Section 4.3 of this Agreement. The Closing may be held at such other place or such earlier time and date as Purchaser shall elect upon no less than ninety (90) calendar days advance written notice to Seller. The date on which the Closing is scheduled to occur hereunder (or, if earlier, the date on which Closing occurs) is sometimes referred to herein as the "Closing Date".

**4.2 Seller's Obligations at Closing.** At Closing, Seller shall:

(a) deliver to Purchaser a statutory special warranty deed in the form attached hereto as Schedule 4.2(a) and by this reference made a part hereof, duly executed by Seller, pursuant to which Seller shall convey the Real Property to Purchaser subject only to the Permitted Exceptions (the "**Deed**");

(b) deliver to Purchaser a blanket bill of sale and assignment, in the form attached hereto as Schedule 4.2(b) and by this reference made a part hereof, duly executed by Seller, pursuant to which Seller shall convey the Intangible Property to Purchaser (the "**Bill of Sale and Assignment**");

(c) deliver to Purchaser a certificate ("**Seller's Closing Certificate**"), dated as of the date of Closing and duly executed by Seller, in the form of attached hereto as Schedule 4.2(c) and by this reference made a part hereof, stating that the representations and warranties of Seller contained in Section 5.1 of this Agreement are true and correct in all material respects as of the date of Closing;

(d) N/A;

(e) deliver to Purchaser such evidence as Purchaser's counsel and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

(f) deliver to Purchaser an affidavit duly executed by Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;

(g) deliver to the Title Company a title insurance affidavit, duly executed by Seller or a representative of Seller, in form and content reasonably satisfactory to Purchaser and the Title Company and sufficient for the Title Company to issue the Title Policy (as defined herein);

(h) deliver such additional documents as shall be reasonably requested by the Title Company or Purchaser or required to consummate the transaction contemplated by this Agreement, such as a closing statement or tax forms;

(i) deliver broker's lien waivers in form and content reasonably satisfactory to Purchaser and the Title Company; and

(j) deliver to Purchaser possession and occupancy of the Property free and clear of all tenants, licensees or permittees, and subject only to the Permitted Exceptions.

**4.3 Purchaser's Obligations at Closing.** At Closing, Purchaser shall:

(a) deliver to Escrow Agent the full amount of the Purchase Price, as increased or decreased by prorations and adjustments as herein provided, on the Closing Date, in immediately available federal funds wire transferred to Escrow Agent's Account pursuant to Section 1.5 above, it being agreed that at Closing the Earnest Money (and, as applicable, any funds deposited in accordance with Section 4.1 hereof) shall be applied towards payment of the Purchase Price, and deliver to Escrow Agent instructions to immediately release the full amount of the Purchase Price, as increased or decreased by prorations and adjustments as herein provided, to Seller;

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1 If required by the Title Company.

(b) deliver to Seller such evidence as Seller's counsel and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser;

(c) deliver broker's lien waivers in form and content reasonably satisfactory to Seller and the Title Company; 2 and

(d) deliver such additional documents as shall be reasonably requested by the Title Company or Seller or required to consummate the transaction contemplated by this Agreement, such as a closing statement; provided, however, that in no event shall Purchaser be required to undertake any other material liability not expressly contemplated in this Agreement, unless Purchaser elects to do so in its sole discretion.

#### **4.4 Credits and Prorations.**

(a) All income and expenses in connection with the operation of the Property shall be apportioned, as of 12:01 A.M., on the Closing Date, as if Purchaser were vested with title to the Property during the entire Closing Date, such that, except as otherwise expressly provided to the contrary in this Agreement, Seller shall have the benefit of income and the burden of expenses for the day preceding the Closing Date and the Purchaser shall have the benefit of income and the burden of expenses for the Closing Date and thereafter. The items below will be prorated at Closing utilizing the information known at that time, and a post-closing "true-up" shall take place within ninety (90) days of the Closing Date (or such later date, if needed) to adjust said prorations, if necessary. Such prorated items shall include, without limitation, the following:

(1) ad valorem taxes and assessments levied against the Property for the tax year in which Closing occurs;

(2) any utility costs and other operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller in the area in which the Property is located; and

(3) if applicable, annual assessments or similar periodic charges under any private covenants, conditions, restrictions or easements affecting the Property.

(b) Notwithstanding anything contained in the foregoing provisions:

(1) Any ad valorem taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the current year have not been paid before Closing, Seller shall be charged at Closing an amount equal to that portion of such taxes and assessments which relates to the period before Closing and Purchaser shall pay the taxes and assessments prior to their

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2 If required by Title Company

becoming delinquent. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves following Closing.

(2) If after Closing any ad valorem taxes or other assessments with respect to the Property are or become due for the year of Closing or prior years, then Seller shall pay to Purchaser, within ten (10) business days following receipt of Purchaser's statement therefor, (i) the full amount of such additional taxes for any year prior to the year of Closing and (ii) Seller's share of any such additional taxes for the year of Closing, prorated in the manner set forth above; and such obligation of Seller shall not merge with the deed(s) to be delivered hereunder but shall survive the Closing.

(c) The provisions of this Section 4.4 shall survive Closing.

#### **4.5 Closing Costs.**

(a) Seller shall pay (i) the fees of any counsel representing it in connection with this transaction, (ii) the costs of curing all title objections for which Seller is responsible under this Agreement; and (iii) the costs of recording all mortgage satisfactions or releases, if applicable.

(b) Purchaser shall pay (i) the fees of any counsel representing Purchaser in connection with this transaction, (ii) any escrow fees charged by the Escrow Agent or Title Company, (iii) the premium for any lender's title policy and any premiums or additional costs attributable to any extended coverage for the Title Policy, endorsements or additional title insurance coverage for the Property, (iv) the cost of Purchaser's inspections of the Property, (v) the cost of the Survey, (vi) the cost of the title search and exam for the Property and the base premium for the Title Policy, (vii) the costs of recordable documents contemplated by this Agreement and related filing fees, including the Deed and any quitclaim deed and deed transfer tax, and (viii) the costs of any financing obtained by Purchaser.

(c) Except as otherwise provided herein, all other costs and expenses incident to this transaction and the Closing thereof shall be paid by the party incurring same.

**4.6 Conditions Precedent to Obligation of Purchaser.** The obligation of Purchaser to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing (or such earlier time as otherwise required hereby) of all of the following conditions, any or all of which may be waived in writing by Purchaser in its sole discretion:

(a) Seller shall have delivered to Purchaser all of the items required to be delivered to Purchaser by Seller or Seller's agents pursuant to the terms of this Agreement, including but not limited to, those provided for in Section 4.2.

(b) All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date of Closing, as if made and updated as of the Closing Date (without any reference to "knowledge" for purposes of satisfying this Closing condition).

(c) Seller shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing.

(d) The Title Company shall have issued, or be unconditionally committed to issue upon receipt of the title insurance premium, the Title Policy to Purchaser subject only to the Permitted Exceptions.

(e) All other conditions precedent to Purchaser's obligation to consummate the transaction hereunder (if any) which are set forth in this Agreement shall have been satisfied on or before the date of Closing.

To the extent known or discovered by Purchaser, Purchaser shall notify Seller in writing of the non-fulfillment of any condition(s) sixty (60) calendar days in advance of Closing. In the event any of the foregoing conditions have not been satisfied by the Closing Date, other than as a result of Seller's failure to fully comply with its duties and obligations under this Agreement, Purchaser shall have the right to terminate this Agreement by written notice given to Seller on or before the Closing Date, whereupon Escrow Agent shall release one-half of the Earnest Money to Purchaser, one-half of the Earnest Money to Seller, and the parties shall have no further rights, duties or obligations hereunder, other than those which are expressly provided herein to survive the termination of this Agreement; provided, however, that if any of the foregoing conditions have not been satisfied due to a default by Purchaser or Seller hereunder, then Purchaser's and Seller's respective rights, remedies and obligations shall instead be determined in accordance with ARTICLE 6.

**4.7 Conditions Precedent to Obligation of Seller.** The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived in writing by Seller in its sole discretion:

(a) Purchaser shall have paid the Purchase Price in the manner provided in Section 4.3(a).

(b) Purchaser shall have delivered to Seller all of the items required to be delivered to Seller by Purchaser or Purchaser's agents pursuant to the terms of this Agreement, including but not limited to, those provided for in Section 4.3.

(c) All of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the date of Closing, as if made and updated as of the Closing Date.

(d) Purchaser shall either be an entity in the business of developing data center projects, as contemplated by this Agreement, or Purchaser shall have entered into a written contractual relationship with an end user for development of the Property with a data center project, all as referenced above as the Purchaser Improvements.

In the event any of the foregoing conditions have not been satisfied by the Closing Date other than through failure of Seller to fully comply with its obligations under this Agreement, Seller shall have the right to terminate this Agreement by written notice given to Purchaser on the Closing Date, whereupon Escrow Agent shall release the Earnest Money to Seller and the parties shall have no further rights, duties or obligations hereunder, other than those which are expressly provided herein to survive a termination of this Agreement; provided, however, that if any of the foregoing conditions has not been satisfied due to a default by Purchaser or Seller hereunder, then Purchaser's and Seller's respective rights, remedies and obligations shall instead be determined in accordance with ARTICLE 6.

## ARTICLE 5

### REPRESENTATIONS, WARRANTIES AND COVENANTS

**5.1 Representations and Warranties of Seller.** Seller makes, as of the Effective Date, the following representations and warranties to Purchaser, but which representations and warranties shall be updated as of the Closing Date pursuant to Seller's Closing Certificate (subject to Seller's actual knowledge only where explicitly set forth below as limited by such knowledge, meaning the present, conscious knowledge of Seller's CEO, without investigation or duty of inquiry, and without imputation of knowledge to Seller from any other person).

(a) **Organization and Authority.** Seller has the full right and authority to enter into this Agreement and to transfer the Property pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein. The person signing this Agreement on behalf of Seller is authorized to do so. Neither the execution and delivery of this Agreement nor any other documents executed and delivered, or to be executed and delivered, by Seller in connection with the transactions described herein, will violate any material agreements to or by which Seller is bound. This Agreement has been duly authorized, executed and delivered by Seller, and, upon the due execution and delivery of this Agreement by Purchaser, is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally; and (ii) the exercise of judicial discretion in accordance with general principles of equity.

(b) **Consents**. Seller has obtained all consents and permissions (if any) related to the transactions herein contemplated and required under any covenant, agreement, encumbrance, law or regulation by which Seller or the Property is bound.

(c) **Pending Actions**. No action, suit, arbitration, administrative or judicial proceeding, or unsatisfied order or judgment is pending or, to Seller's knowledge, threatened against Seller or the Property or which otherwise pertains to the Property or the transaction contemplated by this Agreement.

(d) **Condemnation**. Seller has not received notice of, nor to Seller's knowledge is there, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof or concern the widening, change of grade or limitation on the use of streets abutting the Property. Seller shall, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.

(e) **No Assessments**. To Seller's knowledge, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year, if any, that are not currently due and payable), whether or not they have become liens; and Seller shall notify Purchaser upon learning of any such assessments. Seller has not filed any pending notices of protest against real property tax assessments with respect to the Real Property, nor has Seller engaged anyone to file such a protest (other than protests which have been concluded).

(f) **Existing Agreements; Service Contracts**. There are no leases, service contracts, maintenance contracts, management agreements, licenses, occupancy agreements or other agreements or understandings relating to the Property, except (i) a Residential Lease Agreement commencing January 1, 2026 for occupancy as a personal residence, (ii) a Lease Agreement effective January 1, 2026 for agricultural and recreational uses, and (iii) a Contract for Site Maintenance Services dated February 24, 2026, for periodic mechanical mowing (collectively the "**Lease Agreements**").

(g) **Environmental Matters**. Except as may be set forth in those environmental reports and other matters, if any, identified on Schedule 5.1(g) (collectively, the "**Environmental Reports**"), (i) Seller has not received written notice from any governmental authority, neighboring property owner or other party asserting any violation of Environmental Laws related to the Property which has not been cured or corrected as of the Effective Date, (ii) Seller has not commissioned any study or investigation relating to the presence or absence of Hazardous Materials on the Property, (iii) to Seller's knowledge, no areas on the Property exist where Hazardous Materials have been generated, disposed of, released or found, (iv) Seller has no knowledge of the existence of any areas for the storage or disposal of any Hazardous Materials on the Property, and (v) to Seller's knowledge, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property (other than pipes or lines customarily used for agriculture irrigation and surface water controls,

and a septic tank located on the residential parcel), and the Property previously has not been used as a landfill or as a dump for garbage or refuse. The term “**Environmental Laws**” as used herein includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations as of the date of this Agreement applicable to the Property, and all applicable state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate hazardous or toxic substances and materials. The term “**Hazardous Materials**” as used herein includes petroleum (including crude oil or any fraction thereof) polychlorinated bi-phenyls (PCBs), asbestos, lead-based paint, and any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Laws.

(h) **Conflicts.** There is no agreement to which Seller is a party, or binding on Seller, which is in conflict with this Agreement.

(i) **Contractors and Suppliers.** All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services or labor for or supplied material to Seller with respect to the Property have been paid in full or will be paid in full prior to Closing, and all liens arising from any such services, labor or materials (or claims with which the passage of time or notice or both could mature into liens) have been satisfied and released or will be satisfied and released prior to Closing.

(j) **Permits and Legal Compliance.** Seller has not received written notice of an intention of any governmental authority to revoke any license, permit or certificate required for Seller’s development, use, operation or occupancy of the Property. Seller has not received any written notice that the Property is in violation of any law, statute, ordinance, regulation or order of any governmental or public authority applicable to the Property or any private covenants or restrictions encumbering the Property that remains uncured.

(k) **Financial Status.** Seller is solvent, has not made a general assignment for the benefit of its creditors, and has not admitted in writing its inability to pay its debts as they become due. Seller has neither filed, nor does it contemplate the filing of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other proceeding for the relief of debtors in general, nor has any such proceeding been instituted by or against Seller, nor is any such proceeding to Seller’s knowledge threatened or contemplated. The sale of the Property will not render Seller insolvent.

(l) **Tenants, Licensees and Permittees.** There are no tenants, licensees or permittees that have an interest in or any right to occupy all or any portion of the Property, except for the Lease Agreements referenced in Section 5.1(f).

(m) **Assessments.** To Seller’s knowledge, Seller has received no written notice that there are unpaid and delinquent assessments, municipal liens, special assessments for

public improvements, impositions or increases in assessed valuations to be made against the Property.

(n) **Appeals.** Seller is not contesting or appealing any real estate taxes with respect to the Property.

(o) **ERISA Matters.** To Seller's knowledge, Seller is not: (i) a plan which is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), as defined in Section 3(3) of ERISA, nor a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (each of the foregoing hereinafter referred to collectively as a "Plan"); (ii) a "governmental plan" as defined in Section 3(32) of ERISA; or (iii) a "party in interest," as defined in Section 3(14) of ERISA, to a Plan, except with respect to plans, if any, maintained by Seller, nor do the assets of Seller constitute "plan assets" of one or more of such Plans within the meaning of Department of Labor Regulations Section 2510.3-101. Seller is acting on its own behalf and not on account of or for the benefit of any Plan. Purchaser acknowledges that Purchaser is responsible for determining whether the transactions contemplated herein constitute a prohibited transaction under ERISA or Section 4975 of the Internal Revenue Code, and Seller shall have no liability for Buyer's failure to comply with such laws.

(p) **Property Information.** Seller has no knowledge of any material untrue facts or omissions in the Property Information.

(q) **No Other Agreements.** Seller has not entered into, and to Seller's knowledge, there are no other agreements that grant a commitment, option, right of first refusal or any other such agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property.

(r) **Access.** To Seller's knowledge, the Property has public road access for ingress and egress which does not require the use of any easement.

(s) **Anti-Bribery and Corruption.** To Seller's knowledge, Seller, its owners, officers, directors, employees, agents, and representatives acting on Seller's behalf in connection with the transactions contemplated herein (the "Relevant Parties"), acknowledge that Seller is subject to the requirements of the United States Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§78dd-1, et seq., (as amended) regarding, among other things, payments to government officials, and that Seller will not knowingly take any action that would constitute a violation of the FCPA or applicable local anti-bribery and corruption laws. Purchaser reserves the right to terminate this Agreement only upon written notice to Seller identifying a material violation of this Section 5.1(s) supported by reasonable evidence, and Seller shall have ten (10) business days to cure such violation.

**5.2 Survival of Seller's Representations and Warranties.** The representations and warranties of Seller set forth in Section 5.1 shall survive Closing for a period of twelve (12) months, unless notice setting forth a specific claim under any such representation or warranty shall

be given to Seller within that period and Purchaser commences action on such claim within six (6) months of such notice, in which case such representation or warranty shall survive until the earlier of (i) such claim is finally and fully resolved, or (ii) the applicable statute of limitations expires. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Seller's aggregate combined liability to Purchaser after Closing for any and all breaches of any representation or warranty of Seller in this Agreement or Seller's Closing Certificate exceed an amount equal to five percent (5%) of the Purchase Price (the "**Cap**"), and Purchaser hereby waives and disclaims any right to damages or compensation for any and all such breaches in excess of the Cap (except in the event of any fraud or willful misconduct by Seller). Notwithstanding anything to the contrary contained herein, Seller shall have no liability for any breach of any representation or warranty unless the aggregate amount of all claims asserted by Purchaser for such breach exceeds the Initial Deposit (the "Basket"), in which event Seller shall be liable only for amounts in excess of the Basket; provided, however, that in no event shall Seller's aggregate liability for such claims exceed the Cap.

**5.3 Covenants of Seller.** Seller hereby covenants with Purchaser, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

(a) **Maintenance of Property.** Seller shall maintain the Property in a manner generally consistent with the manner in which Seller has maintained the Property prior to the date hereof and shall not construct any improvements, harvest any timber, or otherwise conduct construction activity on the Property of any material nature. Notwithstanding, Seller may continue using the Property as it is currently being used up to the Closing Date, so long as such use or activity does not unreasonably interfere with Purchaser's Right of Inspection and due diligence under Section 3.

(b) **Provide Copies of Notices.** Seller shall furnish Purchaser with a copy of all written notices received by Seller from any governmental authority or other party of any violation of any law, statute, ordinance, regulation or order of any governmental or public authority relating to the Property within five (5) business days following Seller's receipt thereof, but, if received by such date, in no event later than two (2) business days prior to the Closing Date.

(c) **Execution of New Contracts; Termination of Existing Agreements.** Seller shall not, without Purchaser's prior written consent in each instance (which consent may be withheld in Purchaser's reasonable discretion during the Inspection Period and may be withheld in Purchaser's sole discretion after the expiration of the Inspection Period), enter into, amend, modify, extend or renew any contract, lease, license, occupancy agreement or other agreement that will be an obligation affecting the Property or binding on Purchaser after the Closing. Unless otherwise directed in writing by Purchaser to Seller, Seller shall cause all existing agreements, if any, to be terminated with effective dates for such terminations no later than the Closing Date.

(d) **Maintenance of Permits.** Seller shall maintain in existence all licenses, permits and approvals that are now in existence with respect to, and are required for, the

Seller's development, ownership, operation or improvement of the Property, and are of a continuing nature.

(e) **Anti-Bribery and Corruption.** Seller, during the performance of its obligations under and/or in connection with this Agreement, shall comply with all applicable anti-bribery laws and regulations. It is the intent of the Seller that no payments or transfers of value made in connection with this Agreement will have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in, extortion, kickbacks, or other unlawful or improper means of obtaining business.

(f) **Disposition of the Property and Other Matters.** For so long as this Agreement remains in force, Seller shall not:

(1) sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise encumber (including easements, licenses, or any other access rights) or dispose of, the Property (or any interest or estate therein), or, except in connection with Purchaser's pursuit of the Modified Entitlements in accordance with the terms hereof, change or request a change in the zoning classification of the Property or any development restrictions applicable to the Property (other than as contemplated in Section 3.1 hereof with respect to the Modified Entitlements), or consent to or acquiesce in any of the foregoing; or

(2) list the Property with any broker or otherwise solicit or make or accept any offers to sell or exchange the Property, engage in any discussions or negotiations with any third party with respect to the sale, exchange or other disposition of the Property, or enter into any letters of intent, contracts or other agreements (whether or not binding) regarding the sale, exchange or other disposition of the Property.

**5.4 Representations and Warranties of Purchaser.** Purchaser hereby makes the following representations and warranties to Seller as of the Effective Date:

(a) **Organization and Authority.** Purchaser has been duly organized and is validly existing as a limited liability company. Purchaser has the full right and authority to enter into this Agreement and to purchase the Property pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein. The person signing this Agreement on behalf of Purchaser is authorized to do so. Neither the execution and delivery of this Agreement nor any other documents executed and delivered, or to be executed and delivered, by Purchaser in connection with the transactions described herein, will violate any provision of Purchaser's organizational documents or of any agreements, regulations, or laws to or by which Purchaser is bound. This Agreement has been duly authorized, executed and delivered by Purchaser, is a valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally; and (ii) the exercise of judicial discretion in accordance with general principles of equity.

(b) **Consents.** Subject to Section 4.6(g) hereof, and Purchaser's customary internal approval process for real estate purchases, Purchaser has obtained all consents and permissions (if any) related to the transactions herein contemplated and required under Purchaser's organizational documents or any covenant, agreement, encumbrance, law or regulation by which Purchaser is bound.

(c) **Pending Actions.** There is no action, suit, arbitration, administrative or judicial administrative proceeding, or unsatisfied order or judgment pending or, to Purchaser's knowledge, threatened against Purchaser or the transaction contemplated by this Agreement, which, if adversely determined, could individually or in the aggregate have a material adverse effect on Purchaser's ability to consummate the transaction contemplated herein.

(d) **Financial Status.** Purchaser is solvent, has not made a general assignment for the benefit of its creditors, and has not admitted in writing its inability to pay its debts as they become due. Purchaser has neither filed, nor does it contemplate the filing of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other proceeding for the relief of debtors in general, nor has any such proceeding been instituted by or against Purchaser, nor is any such proceeding to Purchaser's knowledge threatened or contemplated. The purchase of the Property will not render Purchaser insolvent.

**5.5 Survival of Purchaser's Representations and Warranties.** The representations and warranties of Purchaser set forth in Section 5.4 shall survive Closing for a period of twelve (12) months after Closing, unless notice setting forth a specific claim under any such representation or warranty shall be given to Seller within that period and Purchaser commences action on such claim within six (6) months of such notice, in which case such representation or warranty shall survive until the earlier of (i) such claim is finally and fully resolved, or (ii) the applicable statute of limitations expires.

**5.6 Further Covenants of Seller and Purchaser.** Seller and Purchaser hereby covenant as follows:

(a) **Farm Lease.** Seller represents, and Purchaser acknowledges, that one of the Lease Agreements is for a portion of the Property currently subject to that certain Farm Lease dated January 1, 2026 (the "**Farm Lease**"), pursuant to which Seller, as Landlord, has the right to terminate the Farm Lease upon thirty (30) days' notice. The Parties further acknowledge that, upon such termination, Seller may be obligated under the Farm Lease to compensate the Tenant thereunder for crop loss resulting from the early termination of the Farm Lease in connection with the sale of the Property, in an amount not to exceed the lesser of (i) the tenant's actual crop loss, or (ii) Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "**Crop Loss Payment**"). Seller shall terminate the Farm Lease prior to or at Closing in connection with the contemplated sale of the Property and provide satisfactory proof of such termination. As part of the Purchase Price under the terms of Section 1.4, at Closing Purchaser shall pay to Seller, through the Escrow Agent, the amount of any Crop Loss Payment paid by Seller to Tenant prior to Closing or reasonably

required to be paid by Seller in connection with the termination of the Farm Lease, as evidenced by reasonable supporting documentation provided by Seller. To the extent Seller pays any Crop Loss Payment prior to Closing due to termination of the Farm Lease as Seller's commitment under this Agreement and the Closing does not occur for any reason, Purchaser shall reimburse Seller for the amount of such Crop Loss Payment within ten (10) business days after receipt of written demand and reasonable supporting documentation from Seller. Purchaser's obligations under this Section 5.6(a) shall survive the Closing or any termination of this Agreement.

(b) **Other Lease Agreements.** With respect to the other Lease Agreements referenced in Section 5.1(f), Purchaser acknowledges that Seller desires to continue such existing uses pursuant to the Lease Agreements following execution of this Agreement. However, at or before Closing, Seller shall provide satisfactory written proof to Purchaser that all Lease Agreements have, or will be, terminated as of Closing and Purchaser will pay any Lease Allowance attributable to the termination of these other Lease Agreements, if any, as part of the Purchase Price pursuant to Section 1.4 of this Agreement.

(c) **Development Commitment.** Purchaser agrees that, following Closing, Purchaser shall develop or cause the development of the Property as a data center campus and related facilities, the design, construction, and operation of which to be solely in Purchaser's control and discretion, together with other improvements customarily associated with data center operations, including but not limited to power distribution facilities, parking areas, security facilities, backup power generation and cooling equipment, fuel storage and supply infrastructure (the "**Project**"). Seller acknowledges that the Property is located in unincorporated Clark County, Arkansas ("**County**") and Seller has no actual knowledge, meaning the present, conscious knowledge of Seller's CEO, without investigation or duty of inquiry, and without imputation of knowledge to Seller from any other person, as of the Effective Date of this Agreement of the existence of any ordinance, resolution or regulation of the County that prevents use of the Property with the Project. After the Effective Date of this Agreement, Seller agrees to use commercially reasonable efforts to assist with, and otherwise facilitate, Purchaser's procurement of a use certification letter from the County in the form as attached hereto as Schedule 4.2(d).

(1) **Minimum Capital Investment.** Purchaser shall cause not less than \$1,000,000,000.00 in total capital investment to be made in connection with the design, development, construction, and equipping of the Project (the "**Minimum Investment**"), including costs associated with land improvements, buildings, power and other infrastructure, equipment, and all other tangible and intangible development costs associated with the Project.

(2) **Job Creation Commitment.** Purchaser further covenants that the Project shall result in the creation of not fewer than 150 new full-time employment positions associated with the ownership or operation of the Project (the "**Minimum Employment Threshold**").

(3) As security for compliance with the Minimum Investment and Minimum Employment Threshold, on or before the Closing Date, Purchaser shall deposit with Escrow Agent the sum of Three Million and No/100 Dollars (\$3,000,000.00) by wire transfer of immediately available funds to be placed into an interest bearing account which, when deposited, shall not constitute any form of Earnest Money under this Agreement, but which shall constitute the “**Minimum Threshold Security Payment**”. Purchaser shall have five (5) years from commencement of land-disturbance activities on the Property for development of the Project within which to demonstrate to Seller, by written notice and documentation, full compliance with the Minimum Investment and the Minimum Employment Threshold and, upon the Parties agreement that full compliance has been timely achieved, not to be unreasonably delayed or withheld, Escrow Agent shall release the Minimum Threshold Security Payment, plus accrued interest thereon, pursuant to instructions to be provided by David Aldridge, Jr., representative of DC DevCo, LLC, or his designee. In the event full compliance with the Minimum Employment Threshold and the Minimum Investment is not demonstrated to Seller in accordance with this paragraph on or before five (5) years from commencement of land-disturbance activities on the Property for development of the Project, then Escrow Agent shall release the Minimum Threshold Security Payment to Seller, plus accrued interest thereon, pursuant to instructions to be provided by Seller.

(3) **Restrictive Covenant**. To further foster and assure development of the Property with the Project and the generation of economic development to the benefit of Clark County, Arkansas and its citizens, the Parties agree that the Deed referenced in Section 4.2 shall contain the following Restrictive Covenant, or words of similar import: “Grantor’s conveyance of the real estate to Grantee is for the purpose of development of the said real estate with a data center and related facilities. Accordingly, Grantor hereby expressly restricts for a period of twenty (20) years, use of the said real estate by Grantee, and its successors and assigns, to a data center and related facilities, together with other improvements usually and customarily associated with data centers and their operations, including, but not limited to, power distribution facilities and substations, parking, security facilities, back-up power generation and related equipment, natural gas infrastructure, cooling equipment, fuel storage and supply infrastructure, and other ancillary and attendant uses and improvements for a data center and its operations” (“**Restrictive Covenant**”).

The Parties covenant and agree that the purpose of the Restrictive Covenant is to foster and encourage development of the Property with the Project. To that end, the Parties agree to revise the proposed text of the Restrictive Covenant as needed, required, or as otherwise requested by a developer or end-user to further such purpose or to otherwise confirm or clarify that the Restrictive Covenant does not, and will not, hinder, impede or impair in any way development and use of the Property with the data center Project.

**(d) Clawback / Reversion**. Seller and Purchaser acknowledge that Seller is entering into this Agreement in reliance upon Purchaser’s commitment to develop

the Project and generate economic development within Clark County, Arkansas. Accordingly, in the event Purchaser fails to: (1) procure any permit or other applicable governmental approval(s) from the appropriate governmental issuing authority or authorities, if any, which may be needed to conduct land-disturbance activities on the Property for development of the Project; or (2) commence land-disturbance activities on the Property for development of the Project within 180 calendar days following Purchaser's procurement of the final Power Supply DD, also referred to as a RFI Study – Class 3 ROM Estimate, or Closing, whichever is the latest to occur, then Seller shall have the right, upon written notice to Purchaser and expiration of a 30 calendar day cure period, to require Purchaser to reconvey the Property to Seller by special warranty deed in exchange for the Purchase Price, free and clear of all liens and encumbrances created by Purchaser, subject only to those matters approved by Seller in writing. Upon such reconveyance, Seller shall reimburse Purchaser for the fair market value of any permanent improvements constructed on the Property, less any damages or costs incurred by Seller as a result of Purchaser's default.

This Section 5.6 shall not merge with the deed(s) to be delivered hereunder but shall survive the Closing.

## ARTICLE 6

### DEFAULT

**6.1 Default by Purchaser.** If the sale of the Property as contemplated hereunder is not consummated due to Purchaser's default hereunder, then Seller shall be entitled, as its sole and exclusive election of remedies for such default, to either (i) seek specific performance of Purchaser's obligations under this Agreement, including consummation of the purchase and sale of the Property and Seller shall be entitled to recover its reasonable attorney's fees and costs incurred in enforcing this Agreement, or (ii) terminate this Agreement and receive the Earnest Money as liquidated damages for the breach of this Agreement and not as a penalty, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof, Seller hereby expressly waiving and relinquishing any and all other remedies at law or in equity. Seller's right to receive the Earnest Money is intended not as a penalty, but as full liquidated damages. The election to receive the Earnest Money as full liquidated damages shall constitute Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser, except for obligations of Purchaser which expressly survive termination of this Agreement,: (a) for specific performance of this Agreement, or (b) to recover any damages of any nature or description other than or in excess of the Earnest Money. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of the Earnest Money (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages.

**6.2 Default by Seller.** If the sale of the Property as contemplated hereunder is not consummated due to Seller's default hereunder, or Seller breaches any of its obligations, covenants prior to Closing, then, provided that Purchaser is not then in default hereunder, Purchaser shall be entitled, as its sole and exclusive remedies, for such Seller default the right to elect one of the following remedies: (A) to receive the return of the Earnest Money and Seller shall reimburse Purchaser for its actual, reasonable, third-party out of pocket due diligence and entitlement costs, not to exceed Twenty Five Thousand Dollars (\$25,000.00) in the aggregate, Seller's payment of which shall operate to terminate this Agreement and release Seller from any and all liability hereunder; or (B) to enforce specific performance of Seller's obligation to execute and deliver the documents required to convey the Property to Purchaser; provided such action for specific performance shall be filed within sixty (60) calendar days following the Closing Date; or (C) to the extent that the remedy of specific performance is not available to Purchaser due to Seller's conveyance of the Property to a party other than Purchaser in violation of this Agreement or due to any intentional act by Seller that makes specific performance not available to Purchaser, Purchaser will receive the return of the Earnest Money and Seller shall reimburse Purchaser for its actual, reasonable, third-party out of pocket due diligence and entitlement costs, not to exceed Twenty Five Thousand Dollars (\$25,000.00) and Purchaser may seek any other right or remedy available to it at law or in equity. Further, in the event of a breach or default by Seller hereunder (and provided that Purchaser shall not be in default) and Purchaser acquires the Property pursuant to a decree of specific performance, Seller shall provide (and assign as necessary) to Purchaser copies of all non-confidential documents, reports, studies, plans, information, materials and correspondence relating to the purchase and sale of the Property or the Purchaser Improvements in Seller's possession.

**6.3 Notice of Default; Opportunity to Cure.** Neither Seller nor Purchaser shall be deemed to be in default hereunder until and unless such party has been given written notice of its failure to comply with the terms hereof and thereafter does not cure such failure within five (5) business days after receipt of such notice; provided, however, that this Section 6.3 shall not be applicable to Section 5.6 or to Purchaser's failure to deliver the Earnest Money or any portion thereof on the date required hereunder or to a party's failure to make any deliveries required of such party on the Closing Date and, accordingly, (ii) shall not have the effect of extending the Closing Date or the due date of any Earnest Money deposit hereunder.

## ARTICLE 7

### CONDEMNATION

**7.1 Condemnation.** In the event of any taking or threat of taking by condemnation (or any conveyance in lieu thereof) of any portion of the Property (or any interest in or rights appurtenant to the Property) by anyone having the power of eminent domain, Purchaser shall, by written notice to Seller delivered within ten (10) business days of receiving written notice from Seller of such event, elect to: (a) terminate this Agreement and all of Purchaser's obligations under this Agreement, whereupon the refundable portion of Earnest Money shall be returned to Purchaser, this Agreement shall terminate and Purchaser and Seller shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement; or

(b) consummate the purchase of the Property. If Purchaser does not elect to terminate this Agreement pursuant to clause (a) of this Section 7.1, then Seller shall on the Closing Date pay to Purchaser all condemnation awards and compensation then received by Seller. Alternatively, if Seller has not received payment for the condemnation award, Seller shall transfer and assign to Purchaser, in form reasonably satisfactory to Purchaser, all rights and claims of Seller with respect to payment for damages and compensation on account of such taking.

**7.2 Notice of Condemnation.** Seller shall notify Purchaser immediately upon Seller's receiving notice of the occurrence or existence of any condemnation or threat of condemnation affecting the Property and, at the same time, shall provide Purchaser with such information with respect thereto as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided by clauses (a) and (b) in Section 7.1 above. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have ten (10) business days after it receives such information from Seller within which to elect between such alternatives, and, accordingly, the Closing Date shall be postponed, if and to the extent necessary, to allow Purchaser such a ten (10) business day period in which to make the election under Section 7.1 above.

## ARTICLE 8

### COMMISSIONS

**8.1 Broker's Commission.** Purchaser and Seller each hereby represent and warrant to the other that it has not disclosed this Agreement or the subject matter hereof to, and has not otherwise dealt with, any real estate broker, agent or salesman so as to create any legal right or claim in any such broker, agent or salesman for a real estate commission or similar fee or compensation with respect to the negotiation and/or consummation of this Agreement or the conveyance of the Property by Seller to Purchaser. Purchaser and Seller shall indemnify, hold harmless and defend each other from and against any and all claims and demands for a real estate brokerage commission or similar fee or compensation arising out of any claimed dealings with the indemnifying party and relating to this Agreement or the purchase and sale of the Property (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity). The parties further acknowledge that David Aldridge, Jr. is a registered broker, but he will not be owed payment of any brokerage or finder's commission, fee or similar compensation with respect to this Agreement for which the Parties will be liable.

**8.2 Survival.** This ARTICLE 8 shall survive the rescission, cancellation, termination or consummation of this Agreement.

## ARTICLE 9

### MISCELLANEOUS

**9.1 Public Disclosure.** At any time prior to or after Closing, any press release or similar public announcement with respect to the transactions contemplated herein or any matters set forth in this Agreement will be made only in the form approved in writing by both Purchaser and Seller.

Notwithstanding anything to the contrary in this Agreement, Purchaser shall have the right to make all disclosures with regard to the transactions contemplated in this Agreement as are necessary to pursue and obtain the Zoning Approvals, the Modified Entitlements, construct the Purchaser Improvements, as required for stock exchanges, or that are otherwise required under applicable law and regulation. The provisions of this Section 9.1 shall survive termination of this Agreement and the Closing.

**9.2 Assignment.** Purchaser shall have the right to assign this Agreement to an entity controlled by one or more of the following companies: Google, Amazon, Vantage Data Centers, CoreWeave, Oracle or DC Blox. (“**Qualified Assignee**”). Any such Qualified Assignee shall expressly assume all of Purchaser’s duties, obligations and liabilities hereunder in writing by an assignment and assumption agreement and an executed copy of such assignment and assumption shall be provided to Seller. Provided, however, before its execution, Purchaser shall provide a form of the assignment and assumption agreement to Seller and Seller will approve the form as consistent with the terms of this Section 9.2, such approval not to be unreasonably withheld, conditioned or delayed. Under this Agreement, Seller is only entitled to, and shall only receive, a form of the assignment and assumption agreement to be executed with a Qualified Assignee and to receive an executed copy of such assignment and assumption agreement. If Purchaser assigns its rights and obligations under this Agreement to a Qualified Assignee, Purchaser will not remain liable for any breaches of this Agreement occurring on or after the date of assignment; provided, however, after the date of assignment Seller shall maintain the right to pursue an action against Purchaser for any uncured defaults under this Agreement occurring prior to the date of the assignment.

**9.3 Notices.** Any notice, request or other communication (a “**notice**”) required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by electronic mail (provided a copy of such notice sent electronic mail is deposited with an overnight courier for next business day delivery) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery or electronic mail transmission (provided a copy of such notice is deposited with an overnight courier for next business day delivery), deposit with such overnight courier for next business day delivery, or deposit in the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) business days’ prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. Any notice of any party may be given by such party’s counsel. The parties’ respective addresses for notice purposes are as follows:

If to Purchaser:	DC DEVCO, LLC 2849 Paces Ferry Road SE Suite 700
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Atlanta, Georgia 30339  
Attn: David Aldridge Jr.  
Email: [dave@dcdevcous.com](mailto:dave@dcdevcous.com); [dave@clg-us.com](mailto:dave@clg-us.com)

With a copy to: Wilson, Brock & Irby LLC  
2849 Paces Ferry Road SE  
Suite 700  
Atlanta, Georgia 30339  
Attn: Kyler L. Wise  
Email: [kwise@wbilegal.com](mailto:kwise@wbilegal.com)

If to Seller: ECONOMIC DEVELOPMENT CORPORATION  
OF CLARK COUNTY, ARKANSAS  
P.O. Box 400  
Arkadelphia, Arkansas 71923  
Attn: Shelley Short, CEO  
Email: [shelley@arkadelphiaalliance.com](mailto:shelley@arkadelphiaalliance.com)

If to Escrow Agent: See Joinder of Escrow Agent

**9.4 Confidentiality.** Purchaser and Seller each agree that the terms of the Agreement, the identities of Purchaser and Seller, and all information made available by one Party to the other or in any way relating to the other Party's interest in the Agreement, shall be maintained in strict confidence and no disclosure of such information will be made, whether or not the transaction shall close, except to such attorneys, accountants, investment advisors, lenders and others as are reasonably required to evaluate and consummate the transactions or to enforce their rights hereunder. Nothing in this Section 9.4 shall prevent either Purchaser or Seller from disclosing or accessing any information otherwise deemed confidential under this Section 9.4 (i) in connection with that party's enforcement of its rights hereunder; (ii) pursuant to any legal requirement, any statutory reporting requirement or any accounting or auditing disclosure requirement, including public company disclosures or stock exchange requirements; (iii) in connection with performance by either party of its obligations under this Agreement (including, but not limited to, pursuing approval and entitlements for the Purchaser Improvements under Section 3.1, and the delivery and recordation of instruments, notices or other documents required hereunder); (iv) to actual or potential investors, end users, participants or assignees in or of the transaction contemplated by this Agreement or such party's rights therein, or (v) to actual or prospective assignees of Purchaser, an affiliate of Purchaser, or an entity in which Purchaser hold(s) a direct or indirect ownership interest. The provisions of this Section 9.4 shall survive termination of this Agreement and the Closing.

**9.5 Public Records.** Notwithstanding the forgoing Section 9.4, Purchaser acknowledges that Seller is a public corporation and is subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. § 25-19-101 et seq. ("FOIA"). Accordingly, Purchaser

understands and agrees that this Agreement and related documents, correspondence, and materials provided to Seller may constitute public records subject to disclosure upon request in accordance with FOIA. Notwithstanding any provision of this Agreement to the contrary, Seller shall have the right to disclose such information as Seller determines is required under applicable law, including FOIA, court order, or other governmental requirement. Purchaser further acknowledges that Seller cannot and does not guarantee the confidentiality of this Agreement or any information provided by Purchaser in connection with the transactions contemplated hereby. To the extent Purchaser provides Seller with materials that Purchaser believes may be exempt from disclosure under FOIA, Purchaser shall clearly designate such materials in writing at the time of delivery; provided, however, that Seller shall have no obligation or liability to Purchaser if such materials are disclosed in response to a request made pursuant to FOIA or other applicable law.

**9.6 Modifications.** This Agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. Escrow Agent's consent to any modification or amendment of this Agreement shall not be required.

**9.7 Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 7:00 p.m. Eastern time.

**9.8 Successors and Assigns.** The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto.

**9.9 Entire Agreement.** This Agreement, including the Schedules and Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

**9.10 Further Assurances.** Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Purchaser with respect to the Property. The provisions of this Section 9.10 shall survive Closing.

**9.11 Counterparts.** This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. An electronic signature (PDF) or DocuSign signature shall have the same force and effect as an original signature.

**9.12 Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

**9.13 Applicable Law.** This Agreement is performable in the state in which the Property is located and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of such state. Seller and Purchaser hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the state and judicial district in which the Property is located in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in the state and judicial district in which the Property is located. Purchaser and Seller agree that the provisions of this Section 9.13 shall survive the Closing of the transaction contemplated by this Agreement.

**9.14 No Third-Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

**9.15 Exhibits and Schedules.** The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

<u>Schedule 1.1(a)</u>	-	Legal Description/Depiction of the Land
<u>Schedule 1.6(a)</u>	-	Joinder of Escrow Agent
<u>Schedule 2.4</u>	-	Required Title Policy Endorsements
<u>Schedule 3.1(b)</u>	-	Property Documents
<u>Schedule 4.2(a)</u>	-	Form of Statutory Warranty Deed
<u>Schedule 4.2(b)</u>	-	Form of Bill of Sale and Assignment
<u>Schedule 4.2(c)</u>	-	Form of Seller's Closing Certificate
<u>Schedule 4.2(d)</u>	-	County Use Certification Letter
<u>Schedule 5.1(g)</u>	-	Environmental Reports

**9.16 Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof.

**9.17 Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules or amendments hereto.

**9.18 Termination of Agreement.** It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser (in which event the defaulting Party shall

remain liable as provided in this Agreement) from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

**9.19 Survival.** All provisions of this Agreement which are not fully performed as of Closing shall survive Closing subject to the terms and provisions set forth in Sections 5.2 and 5.5 respectively.

**9.20 Time of Essence.** Time is of the essence with respect to this Agreement.

**9.21 Waiver.** The failure by either party to insist upon strict performance of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, or condition herein contained.

**9.22 Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable to the other for any consequential, special, punitive, or speculative damages, including lost profits, loss of business opportunity, or diminution in value, arising out of or relating to this Agreement or the transactions contemplated hereby. The parties acknowledge that the remedies expressly set forth in this Agreement shall constitute the parties' exclusive remedies for any breach of this Agreement except in the case of fraud or willful misconduct.

**9.23 Seller Exculpation.** Purchaser acknowledges that Seller is a public corporation and that no member, director, officer, employee, agent, representative, or affiliate of Seller shall have any personal liability whatsoever with respect to this Agreement or the transactions contemplated hereby. Purchaser agrees that any claim arising out of or relating to this Agreement shall be asserted solely against Seller and not against any individual acting on behalf of Seller. Purchaser hereby waives any right to seek damages or other relief against any such individual or entity in connection with this Agreement.

**9.24 Governmental Immunity.** Nothing contained in this Agreement shall be deemed or construed as a waiver of any governmental immunity, sovereign immunity, or other immunity or defense available to Seller under applicable law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**PURCHASER:**

**DC DEVCO, LLC,**  
a Georgia limited liability company

By: *DA*  
Name: David Aldridge Jr.  
Title: CEO

STATE OF GEORGIA  
COUNTY OF Hall

Before me, the undersigned authority, personally appeared

David Aldridge Jr.

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in the capacity of

Title (Manager / Member / President / etc.): CEO

of

Entity Name: DC Devco LLC

Entity Type (LLC / Corporation / Partnership / Trust / etc.): LLC

and that he/she was authorized to do so, and that the instrument was the act and deed of said entity for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal this 28<sup>th</sup> day of April, 2026.

*[Signature]*

Notary Public, State of Georgia  
My Commission Expires: \_\_\_\_\_  
[NOTARY SEAL]



**SELLER:**

**ECONOMIC DEVELOPMENT  
CORPORATION OF CLARK COUNTY,  
ARKANSAS,**

an Arkansas non-profit corporation

By: Shelley Short  
Name: Shelley Short  
Title: CEO

STATE OF ARKANSAS  
COUNTY OF Clark

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Shelley Short

known to me (or satisfactorily proven) to be the  
Title (Manager / Member / President / etc.): CEO

of  
Entity Name: Economic Development Corporation

Entity Type (LLC / Corporation / Partnership / Trust / etc.): \_\_\_\_\_

and acknowledged to me that he/she executed the foregoing instrument on behalf of said entity for the purposes and consideration therein expressed, and that he/she was duly authorized to do so.

Given under my hand and official seal this 17<sup>th</sup> day of April, 2024.

Lakensha Bell

Notary Public  
My Commission Expires: 3-13-2034

[NOTARY SEAL]

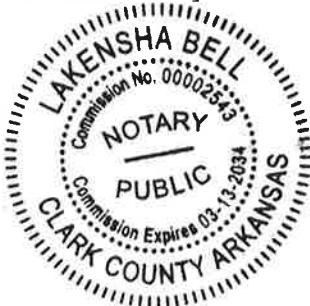


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

SURVEYED DESCRIPTION:

A PARCEL OF LAND BEING LOCATED IN THE NE/4, SE/4 AND SW/4 OF SECTION 11; NW/4 AND SW/4 OF SECTION 12; NW/4 AND SW/4 OF SECTION 13; NE/4, NW/4, SE/4 AND SW/4 OF SECTION 14 AND IN THE NE/4 NE/4 OF SECTION 23, ALL IN TOWNSHIP 8 SOUTH, RANGE 20 WEST, CLARK COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NW/4 NW/4 OF SECTION 14, THE POINT OF BEGINNING; THENCE SOUTH 87°32'32" EAST, A DISTANCE OF 1327.39 FEET TO THE NORTHWEST CORNER OF THE NE/4 NW/4 OF SECTION 14; THENCE SOUTH 01°58'10" WEST, A DISTANCE OF 2642.08 FEET TO THE SOUTHWEST CORNER OF THE SE/4 NW/4 OF SECTION 14; THENCE SOUTH 02°16'04" WEST, A DISTANCE OF 2632.81 FEET TO THE SOUTHWEST CORNER OF THE SE/4 SW/4 OF SECTION 14; THENCE SOUTH 86°59'54" EAST ALONG THE SOUTH LINE OF THE SE/4 SW/4, A DISTANCE OF 1241.24 FEET; THENCE NORTH 08°09'59" EAST, A DISTANCE OF 40.77 FEET TO THE CENTERLINE OF AN OLD ROAD; THENCE THE FOLLOWING COURSES ALONG SAID CENTERLINE: THENCE NORTH 82°24'56" EAST, A DISTANCE OF 228.58 FEET; THENCE SOUTH 86°39'12" EAST, A DISTANCE OF 97.23 FEET; THENCE SOUTH 77°05'27" EAST, A DISTANCE OF 157.16 FEET; THENCE SOUTH 85°26'44" EAST, A DISTANCE OF 279.11 FEET; THENCE SOUTH 89°42'41" EAST, A DISTANCE OF 358.92 FEET; THENCE NORTH 89°32'21" EAST, A DISTANCE OF 377.14 FEET; THENCE SOUTH 84°19'49" EAST, A DISTANCE OF 359.76 FEET; THENCE SOUTH 67°12'02" EAST, A DISTANCE OF 205.70 FEET; THENCE SOUTH 73°28'30" EAST, A DISTANCE OF 232.87 FEET; THENCE SOUTH 82°20'36" EAST, A DISTANCE OF 278.38 FEET; THENCE SOUTH 84°03'29" EAST, A DISTANCE OF 161.38 FEET TO THE WESTERN RIGHT OF WAY OF LINE OF U.S. HIGHWAY #67; THENCE NORTH 14°31'45" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 85.26 FEET; THENCE NORTH 14°21'36" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 748.42 FEET; THENCE NORTH 14°52'02" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 1963.68 FEET; THENCE NORTH 14°54'13" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 2017.40 FEET; THENCE NORTHEASTERLY ALONG SAID HIGHWAY RIGHT OF WAY ON A CURVE TO THE LEFT, A DISTANCE OF 685.21 FEET, SAID CURVE HAVING A RADIUS OF 6776.21 FEET AND BEING SUBSTENDED BY A CHORD WHICH BEARS NORTH 12°00'24" EAST, A DISTANCE OF 684.92 FEET; THENCE NORTH 09°06'12" EAST ALONG SAID HIGHWAY RIGHT OF WAY, A DISTANCE OF 48.47 FEET; THENCE LEAVING SAID RIGHT OF WAY, NORTH 89°08'48" WEST, A DISTANCE OF 209.79 FEET; THENCE NORTH 09°03'24" EAST, A DISTANCE OF 415.25 FEET; THENCE SOUTH 89°01'50" EAST, A DISTANCE OF 210.00 FEET TO THE WESTERN RIGHT OF WAY OF U.S. HIGHWAY #67; THENCE NORTH 09°05'38" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 2256.23 FEET; THENCE NORTH 09°04'12" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 1289.42 FEET TO THE SOUTH RIGHT OF WAY OF ARKANSAS STATE HIGHWAY #26; THENCE SOUTH 85°52'09" WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 1204.95 FEET; THENCE SOUTHWESTERLY ALONG SAID HIGHWAY RIGHT OF WAY ON A CURVE TO THE RIGHT, A DISTANCE OF 435.46 FEET, SAID CURVE HAVING A RADIUS OF 2929.71 FEET AND BEING SUBSTENDED BY A CHORD WHICH BEARS SOUTH 88°42'54" WEST, A DISTANCE OF 435.05 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT, A DISTANCE 399.96 FEET, SAID CURVE HAVING A RADIUS OF 2925.42 FEET AND BEING SUBSTENDED BY A CHORD WHICH BEARS NORTH 83°07'27" WEST, A DISTANCE OF 399.64 FEET; THENCE NORTH 78°14'32" WEST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 395.63 FEET; THENCE NORTH 64°48'45" WEST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 255.94 FEET TO THE NORTH LINE OF THE SE/4 NE/4 OF SECTION 11; THENCE NORTH 87°06'08" WEST ALONG SAID NORTH LINE, A DISTANCE OF 301.51 FEET TO THE NORTHWEST CORNER OF THE SE/4 NE/4; THENCE NORTH 87°36'52" WEST ALONG THE NORTH LINE OF THE SW/4 NE/4 OF SECTION 11, A DISTANCE OF 117.48 FEET TO THE CENTERLINE OF S. WOOD ROAD; THENCE THE FOLLOWING COURSES ALONG SAID CENTERLINE: THENCE SOUTH 47°05'54" WEST, A DISTANCE OF 355.60 FEET;

THENCE SOUTH 40°39'40" WEST, A DISTANCE OF 296.39 FEET;  
THENCE SOUTH 36°53'58" WEST, A DISTANCE OF 163.85 FEET;  
THENCE SOUTH 30°53'52" WEST, A DISTANCE OF 103.32 FEET; THENCE LEAVING SAID CENTERLINE SOUTH  
84°02'49" EAST, A DISTANCE OF 1131.28 FEET; THENCE SOUTH 02°12'05" WEST, A DISTANCE OF 590.16 FEET;  
THENCE NORTH 87°08'26" WEST, A DISTANCE OF 1472.08 FEET TO THE CENTERLINE OF S. WOOD ROAD; THENCE  
THE FOLLOWING COURSES ALONG SAID S. WOOD ROAD;  
THENCE SOUTH 29°13'55" WEST, A DISTANCE OF 95.65 FEET;  
THENCE SOUTH 26°06'45" WEST, A DISTANCE OF 111.52 FEET;  
THENCE SOUTH 15°46'13" WEST, A DISTANCE OF 42.51 FEET; THENCE LEAVING SAID CENTERLINE NORTH 74°31'07"  
WEST, A DISTANCE OF 276.21 FEET; THENCE NORTH  
01°03'05" EAST, A DISTANCE OF 204.44 FEET TO THE NORTH LINE OF THE NE/4 SW/4 OF SECTION 11; THENCE  
NORTH 89°00'16" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1036.51 FEET; THENCE SOUTH 02°03'12" WEST,  
A DISTANCE OF 419.91 FEET; THENCE NORTH 88°59'15" WEST, A DISTANCE OF 210.05 TO THE WEST LINE OF THE  
NE/4 SW/4; THENCE SOUTH 02°02'09" WEST ALONG SAID WEST LINE, A DISTANCE OF 881.26 FEET TO THE  
SOUTHWEST CORNER OF THE NE/4 SW/4; THENCE NORTH 87°28'11" WEST, A DISTANCE OF 1332.74 FEET TO THE  
NORTHWEST CORNER OF THE SW/4 SW/4 OF SECTION 11; THENCE SOUTH 01°49'02" WEST, A DISTANCE OF  
1339.27 FEET TO THE POINT OF BEGINNING. CONTAINING 991.64 ACRES, MORE OR LESS.

EASEMENT DESCRIPTION:

A 30 FOOT WIDE UTILITY EASEMENT BEING LOCATED IN THE SE/4 OF SECTION 14  
AND THE SW/4 OF SECTION 13 ALL IN T8S, R20W, CLARK COUNTY, ARKANSAS AND  
BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID  
SE/4 OF SECTION 14, A FOUND CONCRETE MONUMENT, THENCE NORTH 14°52'08"  
EAST, A DISTANCE OF 14.74 FEET TO THE POINT OF BEGINNING AND A POINT ON  
THE WESTERN RIGHT OF WAY LINE OF U.S. HIGHWAY #67; THENCE NORTH 14°21'36"  
EAST ALONG THE SAID RIGHT OF WAY LINE, A DISTANCE OF 733.71 FEET; THENCE  
NORTH 14°52'02" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1137.72  
FEET; THENCE LEAVING SAID WESTERN RIGHT OF WAY LINE OF U.S. HIGHWAY #67  
NORTH 87°00'43" WEST, A DISTANCE OF 30.63 FEET; THENCE SOUTH 14°40'06"  
WEST, A DISTANCE OF 1865.97 FEET; THENCE SOUTH 76°45'51" EAST, A DISTANCE  
OF 30.01 FEET TO THE POINT OF BEGINNING. CONTAINING 1.20 ACRES, MORE OR  
LESS.

**Schedule 1.6(a)**

**JOINDER BY ESCROW AGENT**

\_\_\_\_\_, a \_\_\_\_\_, referred to in this Agreement as the “Escrow Agent,” hereby acknowledges that it received this Agreement executed by Seller and Purchaser and accepts the obligations of the Escrow Agent as set forth in this Agreement. Escrow Agent further acknowledges that Escrow Agent received the Initial Deposit of the Earnest Money on the \_\_\_\_\_ day of \_\_\_\_\_, 2026. The Escrow Agent hereby agrees to hold and distribute the Earnest Money in accordance with the terms, conditions and provisions of this Agreement.

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

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

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

Escrow Agent Notice Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Emai: \_\_\_\_\_

Attention: \_\_\_\_\_

## **Schedule 2.4**

### **Required Title Policy Endorsements**

1. ALTA 3.2 (Zoning Land Under Development)
2. ALTA 9.8 (Comprehensive-Land Under Development)
3. ALTA 8.2 (Environmental Protection Lien)
4. ALTA 17 (Access and Entry) or ALTA 17.1 (Indirect Access and Entry), as applicable and determined by the Surveyor
5. ALTA 17.2 (Utility Access)
6. ALTA 18, 18.1 or 18.2 (Single or Multiple Tax Parcel), as applicable
7. ALTA 19 or 19.1 (Contiguity- Single or Multiple Parcels), as applicable
8. ALTA 25 (Same as Survey)
9. ALTA 26 (Subdivision)
10. ALTA 28 (Easement-Damage or Enforced Removal), as applicable
11. ALTA 28.3 (Encroachments-Boundaries/Easements-Land Under Development)
12. ALTA 35.3 (Minerals & Other Subsurface Substances-Land Under Development)
13. ALTA 39 (Policy Authentication)
14. Deletion of Arbitration

**Schedule 3.1(b)**

**Property Documents**

1. Copies of all tax bills for the Property for the last three (3) years;
2. Financial statements for the operation of the Property (if applicable);
3. Copies of all environmental reports related to the Property;
4. Copies of all surveys, plats, subdivision plats, site plans and topographical maps related to the Property;
5. Copies of all soils, geological, wetlands, geotechnical and engineering reports related to the Property;
6. Information regarding current zoning of the Property and other relevant land-use information;
7. Copies of all utility agreements and reservations related to the Property;
8. Copies of all service contracts related to the Property;
9. Copies of all title insurance policies and title exception documents for the Property; and
10. Any and all other information and documentation that the Seller has in its possession or control, relating to the Property including, without limitation, all available surveys, title policies, zoning reports, certificates of occupancy, tax assessments, building audit reports, soils studies, environmental reports, plans and specifications, inspection reports, reap property report, all leases and contracts, utility studies and all other materials in Seller's possession or control that a diligent purchaser might reasonably deem relevant to properly conduct its due diligence review of the Property.

**Schedule 4.2(a)**

**Form of Statutory Warranty Deed<sup>3</sup>**

*This space reserved for recording information*

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THIS INSTRUMENT PREPARED BY AND UPON  
RECORDING SHOULD BE RETURNED TO:

Wilson, Brock & Irby LLC  
2849 Paces Ferry Road SE  
Suite 700  
Atlanta, Georgia 30339  
Attn: Kyle Wise  
Email: [kwise@wbilegal.com](mailto:kwise@wbilegal.com)

Source of Title: Instrument No. [\_\_\_\_\_]

Map/Parcel ID Number: [\_\_\_\_\_]

**STATUTORY WARRANTY DEED**

**THIS STATUTORY WARRANTY DEED** (this “Deed”) is, made as of the \_\_ day of \_\_\_\_\_, 202\_\_\_\_, between [\_\_\_\_\_], a [\_\_\_\_\_], (“Grantor”), and [\_\_\_\_\_], a [\_\_\_\_\_] (“Grantee”).

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property situated in [\_\_\_\_\_] County, Arkansas which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Property”).

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof (including rights in and to any common elements, limited common elements, development rights and air rights), to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

\_\_\_\_\_  
3 Form subject to Title Company review. See also Section 5.6(c)(3) of the Agreement for proposed language of Restrictive Covenant.

The Property is conveyed subject to those matters described in Exhibit B attached hereto and incorporated herein by reference (collectively, the “Permitted Exceptions”). Grantor does for itself, its successors and assigns, covenant with Grantee, its successors and assigns, that, except with respect to the Permitted Exceptions, Grantor shall warrant and defend the Property to Grantee, its successors and assigns, forever, against the lawful claims of all persons claiming under or through Grantor, but not further or otherwise.

Grantor’s Name and Mailing Address:	Grantee’s Name and Mailing Address:
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
Property Address:	[ ]
Date of Sale:	[ ], 202[ ]
Purchase Price:	[\$[ ]]
The Purchase Price can be verified in:	<input checked="" type="checkbox"/> Closing Statement

*[signature appears on following page]*

**IN WITNESS WHEREOF**, Grantor has signed and sealed this deed, the day and year first above written.

**GRANTOR:**

[\_\_\_\_\_] , a [\_\_\_\_\_]

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

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

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that [\_\_\_\_\_] , whose name as [\_\_\_\_\_] of [\_\_\_\_\_] , is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the aforesaid company.

Given under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: \_\_\_\_\_

**Schedule 4.2(b)**

**Form of Bill of Sale and Assignment**

**BILL OF SALE AND ASSIGNMENT**

This Bill of Sale and Assignment (this “**Assignment**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202[ ], by and between [ ], a [ ] (“**Seller**”) and [ ], a [ ] (“**Purchaser**”).

W I T N E S S E T H:

WHEREAS, Seller and Purchaser have previously entered into that certain Purchase and Sale Agreement, dated [ ], 2026 (the “**Contract**”), having \_\_\_\_\_ Title Insurance Company as a party for the limited purposes set forth therein;

WHEREAS, concurrently with the execution and delivery of this Assignment and pursuant to the Contract, Seller is conveying to Purchaser, by Statutory Warranty Deed (the “**Deed**”), (i) that certain tract or parcel of real property located in [ ] County, Arkansas, and more particularly described on Exhibit A, attached hereto and made a part hereof (the “**Land**”), (ii) those rights, easements and appurtenances pertaining to the Land (the “**Related Rights**”), and (iii) the buildings, structures, fixtures and other improvements, if any, on and within the Land (the “**Improvements**”; and the Land, the Related Rights and the Improvements being sometimes collectively referred to as the “**Real Property**”);

WHEREAS, Seller has agreed to convey to Purchaser certain personal property as hereinafter set forth;

NOW, THEREFORE, in consideration of the receipt of Ten Dollars (\$10.00), the assumptions by Purchaser hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Bill of Sale. Seller hereby sells, assigns, transfers and conveys to Purchaser all of Seller’s right, title and interest in, to and under all governmental and non-governmental permits, licenses, consents, entitlements, development rights, approvals and authorizations, if any, belonging to or inuring to the benefit of Seller and pertaining to the Real Property, to the extent that such permits, licenses, consents and approvals are assignable (collectively, the “**Intangible Property**”), Seller warrants to Purchaser that Seller has not sold, transferred, assigned, pledged, encumbered or otherwise conveyed to any third party its right, title and interest in the Intangible Property.

2. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

3. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Arkansas.

EXECUTED effective as of the date first above written.

**SELLER:**

[ ], a [ ]

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

**Schedule 4.2(c)**

**Form of Seller's Closing Certificate**

**CERTIFICATE OF SELLER'S REPRESENTATIONS AND WARRANTIES**

THIS CERTIFICATION is made this \_\_\_ day of \_\_\_\_\_, 202[ ] by [\_\_\_\_], a [\_\_\_\_] (“**Seller**”), in favor of [\_\_\_\_], a [\_\_\_\_] (“**Purchaser**”).

Seller hereby certifies that the representations and warranties of Seller set forth in Section 5.1 of that Purchase and Sale Agreement (the “**Contract**”) dated as of [\_\_\_\_], 2026, are (i) with respect to all such representations and warranties which are not qualified by materiality, true and correct in all material respects as of the date hereof, and (ii) with respect to all such representations and warranties which are qualified by materiality, true and correct in all respects as of the date hereof.

This certificate is delivered pursuant to Section 4.2(c) of the Agreement and shall survive for the period set forth in Section 5.2 of the Agreement.

**SELLER:**

[\_\_\_\_], a [\_\_\_\_]

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

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

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

**Schedule 4.2(d)**

**[To be placed on Clark County, Arkansas Letterhead]**

**Date:** \_\_\_\_\_

**VIA E-MAIL [dave@clg-us.com](mailto:dave@clg-us.com) and HAND DELIVERY**

DC DevCo, LLC

Attn: Mr. David Aldridge

2849 Paces Ferry Road SE

Suite 700

Atlanta, Georgia 30339

Re: Certification of Proposed Use; property located at 3211 Highway 67 South, Clark County, Arkadelphia, Arkansas 71923, consisting of approximately 991 acres (“**Property**”)

Dear Mr. Aldridge:

This letter is written in our official capacity as \_\_\_\_\_ for Clark County, Arkansas. We have reviewed a Conceptual Site Layout prepared by Thomas & Hutton depicting the Property and a proposed development with a data center campus and related ancillary uses (“**Proposed Use**”).

In response to your request, this letter is to certify that the above-referenced Property is located within unincorporated Clark County, Arkansas. Furthermore, in our official capacity as \_\_\_\_\_ for Clark County, Arkansas, this letter certifies that the Proposed Use is allowed on the Property. Clark County at the present time does not have zoning regulations.

Development of the Property with the Proposed Use is subject to compliance with applicable permitting, building and other development requirements.

Sincerely,

**Schedule 5.1(g)**

**Environmental Reports**

[to be inserted]