STATE OF TEXAS §
§
COUNTY OF ELLIS §

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "***Agreement***") is entered into by and between Ellis County, Texas (the "***County***"), and Compass Datacenters DFW III, LLC, a Delaware limited liability company, its successors and assigns (the "***Company***"), through their authorized representatives, to be effective as of the date of the last party's signature hereto (the "***Effective Date***").

W I T N E S E T H:

WHEREAS, the Ellis County Commissioners Court ("***Commissioners Court***"), passed Order No. _____ on January 28, 2020 (the "***Order***") granting tax abatements for approximately 178± acres of real property described in ***Exhibit "A"*** (the "***Land***") and depicted in ***Exhibit "B"***, which exhibits are attached hereto and incorporated herein for all purposes, for commercial, industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "***Tax Code***"); and

WHEREAS, the Land is wholly within the boundaries of land that has been duly designated as Reinvestment Zone No. 8 (the "***Zone***") by the City of Red Oak, Texas ("the ***City***") pursuant to Section 312.4011 of the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "***Tax Code***"); and

WHEREAS, the Ellis County Commissoners Court has adopted guidelines and criteria for tax abatement (the "***Tax Abatement Guidelines***"); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered into by the County as contemplated by the Tax Code; and

WHEREAS, the City Council of the City has approved and authorized the execution of a tax abatement agreement for the Land pursuant to Ordinance No. 19-046 on November 12, 2019; and

WHEREAS, in order to maintain and enhance the corporate commercial and industrial economic and employment base of the Red Oak area, it is in the best interests of the taxpayers for the County to enter into this Agreement in accordance with the Tax Abatement Guidelines and the Tax Code; and

WHEREAS, Company owns the Land, which is planned to be developed with one or more data centers, and intends to locate and maintain Improvements (hereinafter defined) thereon; and

WHEREAS, the Zone has been created in accordance with state law and is currently in full force and effect; and

WHEREAS, the development efforts of the Company described herein will create permanent new jobs in the County; and

WHEREAS, the Commissioners Court finds that the contemplated use of the Improvements, and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and/or in compliance with the Tax Abatement Guidelines, the Order, the Tax Code, and all other applicable laws; and

WHEREAS, the Commissioners Court finds that the Improvements (hereinafter defined) sought are feasible and practicable and would be of benefit to the Land included in the Zone and to the County after expiration of this Agreement; and

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

WHEREAS, the County desires to enter into an agreement with the Company for the abatement of taxes pursuant to Chapter 312 of the Tax Code as amended; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment and the attraction of major investment in the Zone, which contribute to the economic development of the County and the enhancement of the tax base in the County, the parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"***Abatement Period***" for each Phase, respectively, shall mean a period of ten (10) calendar years.

"***Affiliate***" shall mean entities that are (i) controlled by, under common control with, or controlling Company; and (ii) that operate part of the business, own property subject to ad valorem tax on the Land or occupy a portion of the Premises. For purposes of this definition, "control" means fifty percent (50%) or more of the ownership determined by either vote or value.

"***Bankruptcy or Insolvency***" shall mean the dissolution or termination of a party's existence as a going business, insolvency, appointment of a receiver for any part of a party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"***Base Year Value***" shall mean the Taxable Value of the Premises as of January 1, 2019.

"***Chief Appraiser***" shall mean the Chief Appraiser of Ellis County Appraisal District.

"***Company***" shall have the meaning ascribed to that term in the first paragraph of this Agreement.

"***Certificate of Occupancy***" means a certificate issued by the City of Red Oak, Texas, for occupancy of a building or structure on the Land.

"***Cure Period***" shall mean (i) thirty (30) calendar days from receipt of notice to cure any default; or (ii) if the default cannot reasonably be cured within a thirty (30) day period, and the Company has diligently pursued remedies to cure, such time as may be reasonably necessary to cure the default after receipt of such notice.

"***Datacenter Infrastructure***" means the core physical or hardware-based resources and components required for datacenter operations which shall include, but not be limited to devices such as: IT devices; servers; power and cooling devices, such as air conditioners and generators; electrical substation(s), and related capital improvements to electrical transmission and distribution network; electric generators and related machinery and equipment; HVAC/CRAC units and related datacenter cooling systems; and, any related devices, machinery and equipment that typically comprise a datacenter.

"***Development Costs***" means all actual costs incurred by or on behalf of Company, an Affiliate or a tenant within the Premises relating to constructing and/or upgrading the Improvements and related infrastructure, including costs such as land acquisition, buildings (foundation, interior, and exterior improvements), structures, utilities, paving, grading, demolition, environmental remediation, lighting, signage, landscaping, engineering costs, surveying costs, fees of consultants, designers, contractors and other professionals, legal fees, city fees, development and permitting fees, financing costs and fees, tenant improvement allowances paid by Company for improvements to tenant spaces and any tenant expenditures in excess or in lieu of tenant improvement allowances, the costs of equipment, supplies, materials and construction labor associated with such site development and construction costs, developer fees, leasing commissions and other related or associated expenditures for the construction and completion of the Improvements.

"***Facilities***" shall mean Real Property Improvements and Personal Property.

"***First Year of Abatement***" for each Phase, respectively, containing (i) solely Real Property Improvements; or (ii) a combination of Real Property Improvements and Personal Property, shall mean January 1st of the calendar year following the date of issuance of a Certificate of Occupancy by the City for one or more buildings within such Phase of the Premises. For each Phase containing solely Personal Property, "***First Year of Abatement***" shall mean January 1 of the calendar year following the year in which (i) Company provides the County with a notice in accordance with Section 2.6; and (ii) actual occupancy begins.

"***Force Majeure***" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such party), unreasonable delays by the City in issuing permits,

consents, or certificates of occupancy or in conducting inspections with respect to the Premises, fires, explosions or floods, strikes, slowdowns or work stoppages.

"***Full-Time Employee***" means an employee that has a job on the Land provided by Company, an Affiliate, tenants, and/or a contractor within the Premises (i) for an average of thirty-five (35) hours per week; or (ii) otherwise defined as a full-time employee by Company, an Affiliate, tenant, or contractor as applicable, in accordance with its then-current personnel policies and regulations. For example, if a tenant has a company-wide policy that considers full-time employment to be thirty-five (35) hours per week, an employee of such tenant that works at least thirty-five (35) hours per week shall be considered a Full-Time Employee for purposes of this Agreement. The term includes an employment position staffed by a third-party contractor if a written contract exists between the third-party contractor and Company, an Affiliate, or tenant within the Premises that provides that the employment position is permanently assigned to a job within the Premises.

"***Future Phase***" shall mean any Facilities subsequent to Phase 1A and excluding Phase 1B, constructed, installed or located on the Land; any such Future Phases shall be numbered in sequential order of development by Company pursuant to Section 2.6 herein. The second Phase shall be "Phase 2," the third Phase shall be "Phase 3," and so on. Phase 1B shall not be included in the definition of Future Phase. A Future Phase may occur prior or subsequent to Phase 1B.

"***Improvements***" shall mean buildings and appurtenant structures.

"***Investment***" shall mean the actual costs incurred by or on behalf of Company, an Affiliate, or a tenant within the Premises for (i) the Land, (ii) Development Costs for the Improvements, (iii) Datacenter Infrastructure, and/or (iv) an electrical substation built on the Land.

"***Job Creation Deadline***" has the meaning ascribed to that term in Section 3.5.

"***Job Requirement***" has the meaning ascribed to that term in Section 3.5.

"***Land***" has the meaning ascribed to that term in the Recitals.

"***Personal Property***" means tangible personal property (other than inventory or supplies) delivered to, installed, or located on the Land after the Effective Date of this Agreement.

"***Phase***" means Phase 1A, Phase 1B, or any Future Phase(s) on the Land.

"***Phase 1A***" means the first building or group of buildings to be constructed and completed on the Land consisting of at least 40,000 square feet of space that constitutes a minimum Investment of Forty Million Dollars ($40,000,000), and designated by Company as Phase 1A in accordance with Section 2.6 herein.

"***Phase 1B***" means Personal Property located within Improvements constituting all or a portion of Phase 1A that constitutes a minimum additional investment of Forty-Million Dollars ($40,000,000) over the Investment of Personal Property that is included as part of Phase 1A, and

designated by Company as Phase 1B by providing notice to the County in accordance with Section 2.6 herein.

"***Premises***" shall mean collectively, the Land and Real Property Improvements.

"***Real Property Improvements***" shall mean the buildings or other structures designated as improvements to real property by the Ellis Central Appraisal District and used in the construction or operation of a data center, and ancillary facilities on the Land.

"***Taxable Value***" means the appraised value as certified by the Ellis County Appraisal District as of January 1 of a given year.

"Term" of this Agreement shall begin on the Effective Date and continue until March 31 of the calendar year following the last year of abatement under this Agreement, unless sooner terminated as provided herein.

Article II
General Provisions

2.1 Company owns the Land and intends to construct or cause to be constructed and/or install or cause to be installed Improvements thereon.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 The Premises are not owned or leased by any member of the Commissioners Court, or any member of the governing body of any taxing units joining in or adopting this Agreement.

2.4 During the Abatement Term for each Phase, as applicable, the Improvements for such Phase shall at all times be used in a manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended (except and to the extent in conflict with vested rights or other State law) and (ii) that is consistent with the general purposes of encouraging development or redevelopment within the Zone.

2.5 Company plans to develop the Land with a data center, which, if developed, may include one or more Phases. In the event Company or a tenant within the Premises (or a representative thereof) has not applied for a Certificate of Occupancy from the City for a Phase (or portion thereof) within five (5) years of the Effective Date, this Agreement shall automatically terminate, be null and void, no abatement shall be allowed hereunder and neither the County or Company will have any further obligations with respect hereto.

2.6 Company may develop the Land in Phases; and, if so, Company shall be eligible for separate abatements for each Phase as provided herein. Each Phase shall have a separate Abatement Period. Abatement Periods for separate Phases may run concurrently. The boundaries of Phase 1A are described and designated in ***Exhibit "C-1A"*** attached hereto and incorporated herein by reference (the "***Phase 1A Abatement Area***"). Company may update ***Exhibit "C"*** with (i) a description of the boundaries of each Phase containing Real Property Improvements when a building permit or Certificate of Occupancy is issued for each such

Phase; or (ii) a description of Personal Property that constitutes a Phase, without the necessity of further approval or signature of the parties, but upon written notice to the County with such updates being sequentially numbered. For example, the description of Phase 2 shall be labeled "***Exhibit "C-2***." Upon actual occupancy of Improvements, Company may provide notice to the County to begin the Abatement Period for Phase 1B or a Future Phase, as applicable, containing solely Personal Property. The notice shall contain a description of the Personal Property to be included in such Phase.

2.7 The Company agrees that all construction and development shall be in accordance with all applicable laws, ordinances, codes, rules, requirements and regulations of the City and any subdivision, agency or authority thereof.

2.8 Simultaneously with the execution of this Agreement Company shall execute ***Exhibit "G"*** to certify no knowledge of employment of undocumented workers, as required for economic development incentives by Subchapter B of Chapter 2264 of the Texas Government Code.

2.9 The County agrees that Company's obligations under this Agreement (including without limitation the Job Requirement) may be collectively performed by or on behalf of Company, its Affiliates and/or tenants within the Premises and the tax abatement provided in this Agreement shall apply to Company, such Affiliate(s) or tenants to the extent each entity owns or leases a portion of the Land, Personal Property, or Real Property Improvements or creates one or more jobs for a Full-Time Employee.

Article III
Tax Abatement
Authorized

3.1 This Agreement is authorized by the Tax Code, is in accordance with the Tax Abatement Guidelines, and has been approved by a minute order of the Commissioners Court.

3.1.1 Phase 1A Tax Abatement. Subject to Company's compliance with the terms and conditions of this Agreement and except as otherwise provided in Section 3.1.4, the County hereby grants Company (i) an ad valorem real property tax abatement for seventy-five percent (75%) of the Taxable Value of the Real Property Improvements that constitute Phase 1A over the Base Year Value; and (ii) a personal property tax abatement of one-hundred percent (100%) of the Taxable Value of the Personal Property that constitutes Phase 1A (if any) for a period of ten (10) consecutive years beginning with the First Year of Abatement for Phase 1A.

3.1.2 Phase 1B Tax Abatement. Subject to Company's compliance with the terms and conditions of this Agreement, the County hereby grants Company a business personal property tax abatement of one-hundred percent (100%) of the Taxable Value of the Personal Property that constitutes Phase 1B for a period of ten (10) consecutive years beginning with the First Year of Abatement for Phase 1B. The tax abatement for Phase 1B shall be as follows:

TAX ABATEMENT SCHEDULE	
YEAR	**PERCENT (%) OF ADDED VALUE OF BUSINESS PERSONAL PROPERTY TO BE ABATED***
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
8	100%
9	100%
10	100%
**** 100% level tax abatement for Personal Property is transferrable to Affiliates, clients, and/or tenants***	

3.1.3 Abatement for Future Phases. Subject to Company's compliance with the terms and conditions of this Agreement and except as otherwise provided in Section 3.1.4, the County hereby grants Company (i) an ad valorem real property tax abatement for seventy-five percent (75%) of the Taxable Value of the Real Property Improvements (if any) for each Future Phase over the Base Year Value; and (ii) a personal property tax abatement of one-hundred percent (100%) of the Taxable Value of the Personal Property (if any) that constitutes each Future Phase for a period of ten (10) consecutive years beginning with the First Year of Abatement for each Future Phase, respectively.

3.1.4 Increase in Real Property Tax Abatement Upon Subsequent Investment. Subject to Company's compliance with the terms and conditions of this Agreement and notwithstanding Sections 3.1.1 or 3.1.3, following the cumulative Investment (which may include all Phases) on the Land totaling at least $300 million ("**Subsequent Investment Threshold**") for any new abatements or remaining years to be abated during existing Abatement Periods at the time such Subsequent Investment Threshold is achieved, the County hereby grants Company (i) an ad valorem abatement for eighty-five (85%) of the Taxable Value of the Real Property Improvements for any Phase (if any) for the remainder of this Agreement following the tax year when the Company achieves such Subsequent Investment Threshold; and, (ii) a business personal property tax abatement of one-hundred percent (100%) of the Taxable Value of the Personal Property for each Phase (if any). The Investment counted towards the Subsequent Investment Threshold may be located anywhere on the Land, including Phase 1A, Phase 1B and Future Phases and may include the initial $40,000,000 Investment required for

TAX ABATEMENT SCHEDULE

Phase 1A. For clarification, the tax abatement for each Phase shall be as follows:

YEAR	PERCENT (%) OF ADDED VALUE OF REAL PROPERTY IMPROVEMENTS TO BE ABATED Prior to $300,000,000 Investment	PERCENT (%) OF ADDED VALUE OF REAL PROPERTY IMPROVEMENTS TO BE ABATED *Upon $300,000,000 Investment*	PERCENT (%) OF PERSONAL PROPERTY TO BE ABATED*
1-10	75%	85%	100%
**** 100% level tax abatement for Personal Property is transferrable to Affiliates, clients, and/or tenants***			

3.2 During the Abatement Period, Company shall otherwise be subject to all taxation under applicable law, including but not limited to, sales tax on nonexempt purchases, any applicable ad valorem taxation of the Land on the Base Year Value, and taxation on any property other than the Facilities on the Land (if applicable).

3.3 There is no limit to the number of Future Phases the Company may develop in the Zone, but this Agreement and the tax abatement authorized pursuant to this Article III shall only apply to (i) Future Phases containing Real Property Improvements or a combination of Real Property Improvements and Personal Property if Improvements within such Phase receive a Certificate of Occupancy from the City on or before the ***tenth (10^{th}) anniversary*** of the Effective Date; or (ii) Future Phases containing Personal Property if notice of occupancy for such Phase is provided to the County in accordance with Section 2.6 on or before the ***tenth (10^{th}) anniversary*** of the Effective Date. The County and Company agree and acknowledge that the commencement of the Abatement Period for each Phase is deferred to a date that is subsequent to the Effective Date of this Agreement, as authorized by Section 312.207 of the Act, but that no Abatement Period will exceed ten (10) years for any Phase in compliance with Section 312.007 of the Act. No Abatement Period may be extended longer than ten (10) years, even if Company fails to qualify for abatement during one (1) or more years of the Abatement Period.

3.4 Section 3.1.4 and the other terms of this Agreement shall apply to all Future Phases, and each occurrence of the term ***"Phase"*** or "***Phase 1A Abatement Area***" shall be read as if the number "1A" has been changed to apply to the number of said Future Phase. All terms, conditions and obligations of this Agreement shall fully apply to each Phase *independently*. By way of example and for the avoidance of doubt, in the event of a default with respect to Phase 3, such default would have no impact on the abatement or Company's obligations with respect to Phase 1A or any other Phase except Phase 3.

3.5 By the end of the fifth (5th) year of the Abatement Period for Phase 1A (the "***Job Creation Deadline***"), a minimum of five (5) new Full-Time Employees shall be employed at the Premises (such five (5) Full-Time Employees, the "***Job Requirement***"). The Full-Time Employees that are counted for the Job Requirement are cumulative and include Full-Time Employees located anywhere on the Premises (in any Phase). The same Full-Time Employees do not need to be maintained so long there are at least five (5) Full-Time Employees employed on the Premises as a whole for each year after the Job Creation Deadline, respectively. Employees as of December 31 of the year they were hired may be included if they otherwise meet the requirements of being a Full-Time Employee. In order to be counted towards the Job Requirement, a Full-Time Employee must be employed at the Land within the Zone. The County shall have the right to see documentation upon reasonable

advance written request to Company that the Job Requirement is actually met and maintained on an annual basis for the duration of this Agreement. Company shall complete the form in ***Exhibit "E"*** (the "***Job Compliance Certificate***") and submit it annually by March 31st of each year during the Term of this Agreement after the Job Creation Deadline to the County.

3.6 In addition, for the five (5) Full-Time Employees that are counted for purposes of meeting the Job Requirement each year, Company will provide or cause to be provided the following with the Job Compliance Certificate: Texas Employment Commission Employer's Quarterly Report (currently known as Form C-3); (2) Form 941 filed with the Internal Revenue Service for each calendar year; and (3) a roster of the five (5) Full-Time Employees that are counted for purposes of meeting the Job Requirement as of the end of the immediately preceding calendar year, listing the total number of hours worked by each employee and the rate of pay for each employee during that year; however, Company may redact the employee identification numbers, social security numbers and other nonpublic personal information about the employees not necessary to the verification required hereunder. If after reasonable diligence, Company is unable to obtain the Texas Employment Commission Employer's Quarterly Report or form 941 from a tenant, Company and the County will work together to agree on what other documentation could be provided to the County to evidence the Full-Time Employees as a substitute for such forms. If such alternate documentation is provided, it shall satisfy Company's obligation with respect to this Section 3.6.

Article IV
Improvements

4.1 As a condition to the abatement provided in Article III, Company agrees to construct or cause to be constructed and located on the Land a minimum $40,000,000 Investment for Phase 1A as provided herein, on or before the fifth (5th) anniversary of the Effective Date. In addition, as a further condition and subject to Force Majeure, from and after the actual, initial tenant occupancy of Phase 1A, Company shall operate or cause to be operated Phase 1A as an ongoing business during the remaining Abatement Period for Phase 1A. It shall not be a default of this Section 4.1 if all or a portion of the Improvements that constitute Phase 1A are closed temporarily for remodeling, renovations or re-tenating. Failure of the Company to meet either of the aforementioned conditions (i.e., minimum $40,000,000 Investment for Phase 1A on or before the fifth (5th) anniversary of the Effective Date and operation of Phase 1A during the Phase 1A Abatement Period after initial occupancy) shall cause this Agreement to expire and be of no further force and effect. Additionally, as a condition to the abatement provided in Article III for Phase 1B, Company agrees to cause a minimum of $40,000,000 Investment in Personal Property for Phase 1B on or before the fifth (5th) anniversary of the Effective Date.

4.2 Employees and/or designated representatives of the County will have reasonable access to the Premises during the Term of this Agreement to inspect the Premises to ensure that any Real Property Improvements have been constructed and the terms and conditions of this Agreement are being met. All inspections: (a) will be made during normal business hours; (b) will occur after at least ten business days advance written notice to Company; (c) will be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Facilities; and (d) the County's inspector shall follow Company's or a tenant of the Premise's written safety and security policies. Notwithstanding the foregoing, Company or a

tenant of the Premises shall have the right to require that any employee or representative of the County be escorted by a representative or security personnel of Company and/or a tenant of the Premises during any such inspection, and Company shall be able to exercise its sole, reasonable discretion in scheduling a requested inspection so as not to interfere with ongoing business operations on the Land. Further, Company or a tenant of the Premises may require that all individuals inspecting the Land or Facilities must first sign a reasonable confidentiality agreement under which they agree to not discuss or publicize information revealed in such inspection except as necessary for them to complete such inspection in accordance with this Agreement. This Section is not meant to alter or change the City's building inspections done through the permitting process.

4.3 On or before ***April 30th*** of each year of an Abatement Period for each Phase, the Company shall file form "***Application for Abatement***" attached hereto as ***Exhibit F*** with the Ellis Central Appraisal District for each Phase declaring the Zone to be the tax situs of the Land, the Real Property Improvements above the Base Year Value for such Phase (if any), and the Personal Property for such Phase (if any) identified in the corresponding ***Exhibit "C-___,"*** and will render all Land and Real Property Improvements (if any) in the Phase with Ellis Central Appraisal District during each year of the Abatement Period for each respective Phase. Notwithstanding the foregoing, Company's failure to submit the Application for Abatement shall not be a default hereunder, but Company shall not be eligible to receive the abatement in such years that the application is not submitted. If Company fails to submit the application in one year, but thereafter submits the application in future years, Company shall still be eligible to receive the abatement in full for all such future years that Company submits the application. Company may file one Application for Abatement for all applicable Phases, in its reasonable discretion.

4.4 On or before ***April 30th*** of each year of an Abatement Period for each Phase, the Company shall file (a) ***"Certificate of Compliance"*** attached hereto as ***Exhibit D***; and (b) form ***"Certification Regarding the Employment of Undocumented Workers"*** attached hereto as ***Exhibit G*** with the County, certifying to the best of Company's knowledge and belief, that the Company, or a branch, division, or department of Company, does not and will not knowingly employ undocumented workers. The tax abatement provided herein is considered a Public Subsidy. For purposes of this Certification, "Public Subsidy" means grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements. For purposes of this Certification, "undocumented worker" means an individual who, at the time of employment, is not:

(A) lawfully admitted for permanent residence to the United States; or

(B) authorized to work in the United States under the federal Immigration and Nationality Act or by the Department of Homeland Security .

(2) If, after receiving the tax abatement provide herein, Company or a branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f), Company shall repay the amount of the taxes abated with interest to be charged at the statutory

rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty, according to the terms provided under V.T.C.A. Government Code § 2264.053, not later than the 120th day after the date the County notifies the business of the violation.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by V.T.C.A. Government Code § 2264.

Article V
Performance

5.1 Company covenants and agrees with County that, during the Term of this Agreement, Company will comply or cause compliance with the following terms and conditions, which are material terms to this Agreement:

a. Company shall timely perform and comply in all material respects with all terms, conditions, and provisions set forth in this Agreement;

b. Company shall timely file all sales tax returns required under Texas law to be filed with the Comptroller and timely pay all amounts due as reflected on such tax returns;

c. Company shall timely pay all ad valorem real or personal property taxes owed, or not abated, to the County (provided Company retains its right to timely and properly protest such taxes or assessments and any such protest shall not be a default hereunder); and

d. Company shall provide accurate and truthful information in all documentation provided to the County, including but not limited to ***Exhibits "C," "D," "E," "F,"*** and ***"G."***

Article VI
Default and Recapture of Tax Revenue

6.1 In the event Company: (i) fails to occupy the Premises in accordance with Section 6.4 or in accordance with applicable State or local laws, codes or regulations; (ii) has delinquent ad valorem or sales taxes owed to the County (provided Company retains its right to timely and properly protest such taxes or assessment); (iii) suffers an event of "Bankruptcy or Insolvency"; or (iv) breaches any of the terms and conditions of this Agreement which is not otherwise cured within the applicable Cure Period or otherwise stated not to constitute a default under this Agreement, then Company after the expiration of the Cure Period, shall be in default of this Agreement. In the event of a default under Section 6.1(iii) or Section 4.1 that is not cured within the Cure Period, as the County's exclusive remedies in the event of such defaults, (i) the County may terminate this Agreement; and (ii) the Company shall, within thirty (30) days after termination, pay to the County all taxes which otherwise

would have been paid by the Company to the County without benefit of a tax abatement during the entire duration of the default, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalty. The County shall have rights for the collection of the abated tax provided generally in the Tax Code for the collection of delinquent property tax. The County at its sole discretion has the option to provide a repayment schedule. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the Premises over the Base Year Value, without tax abatement for the entire duration of the default, as determined by the Appraisal District, multiplied by the tax rate of the years in question. The parties acknowledge that actual damages in the event of such defaults would be speculative and difficult to determine. The parties further agree that any abated tax, including interest as a result of this Agreement, shall be recoverable against the Company, its successors and assigns and shall constitute a tax lien against the Land and/or Improvements, and shall become due, owing and shall be paid to the County within thirty (30) days after termination; *provided however*, the County may opt to certify to the Ellis Central Appraisal District that Company has failed to qualify for abatement for the tax year in which the default occurred and/or the next subsequent tax year. Upon a default of Section 6.1(i), the County shall have the remedies set forth in Section 6.4. If Company is convicted of a violation of 8 U.S.C. Section 1324(a)(f) as described in ***Exhibit "G,"*** this Agreement shall be terminated, and recapture of all taxes abated by virtue of this Agreement shall be made as described in ***Exhibit "G."*** Upon any other default by Company that is not cured within the Cure Period, as the County's sole and exclusive remedy, the County may terminate this Agreement and Company shall no longer be eligible for tax abatement as provided for hereunder.

6.2 Upon breach by Company of any obligations under this Agreement, the County shall notify the Company in writing, who shall have the Cure Period to cure such default. Company shall not be considered in default until such notice is provided and the applicable Cure Period has expired.

6.3 If the Company fails to cure the default within the Cure Period or, as such time period may be extended by written agreement of the parties, then the County at its sole option shall have the right to terminate this Agreement, by written notice to the Company.

6.4 Notwithstanding any other provision of this Agreement, in the event that the Improvements within a Phase are completed and operations are subsequently permanently discontinued (as to all buildings) within a Phase for any reason excepting Force Majeure for a period of three years during the Abatement Period, then this Agreement shall terminate as to that Phase and so shall the annual abatement of the taxes in the Phase for the time period during which the Improvements are no longer operated. The taxes otherwise abated for that calendar year, and subsequent calendar years, in which operations are discontinued shall be paid to County within one hundred eighty (180) days from the date of the termination. Should Company continue operations again in a terminated Phase for any year of the Abatement Period remaining, Company shall provide written certification of the same to the County. Within ten (10) business days of receipt of such certification, the County shall complete an inspection and if approved, this Agreement shall be reinstated for the Phase effective the next January 1st. The discontinued operations for one Phase shall not affect the abatement for a separate Phase.

Article VII
Annual Application for Tax Exemption

As further described in Section 4.3, it shall be the responsibility of the Company pursuant to the Tax Code, to file the annual exemption application form attached hereto as ***Exhibit "F"*** with the Chief Appraiser on or before ***April 30th*** of each year tax abatement applies under this Agreement. A copy of the exemption application shall be submitted to the County upon reasonable written request.

Article VIII
Annual Rendition

The Company shall, accordance with Chapter 22 of the Tax Code, annually render the value of the Land and Improvements subject to property tax to the Appraisal District and provide a copy of the same to the County upon reasonable, written request.

Article IX
Miscellaneous

9.1 Nothing in this Agreement obligates Company to build the Improvements; however, Company acknowledges that the benefits under this Agreement are subject to meeting certain build requirements.

9.2 Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

If to Company, then to:	Compass Datacenters DFW III, LLC, Attn: Jared Day, President/CEO 14555 N. Dallas Parkway Suite 125 Dallas, TX 75254
With a copy to:	Winstead PC Attn: Laura Hoffmann 500 Winstead Bldg. 2728 N. Harwood St. Dallas, TX 75201 Telephone: 214.745.5400 Email: lhoffmann@winstead.com
If intended for County, to:	Ellis County Attn: Ellis County Judge 101 W. Main St. Waxahachie, Texas 75165

Telephone: 972.825.5088

9.3 This Agreement was authorized by a minute order of the Commissioners Court approved by court meeting authorizing the County Judge to execute this Agreement on behalf of the County.

9.4 In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

9.5 This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Ellis County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

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

9.7 This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

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

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

9.10 This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Company may assign this Agreement, in whole or in part, to (i) a future owner of all or a portion of the Property; (ii) an Affiliate; or (iii) a tenant of all or a portion of the Premises with the County's approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

9.11 The County may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the County from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due the County has been reduced to judgment by a court.

9.12 If any person requests County to disclose any information of a confidential, proprietary or trade secret nature relating to Company, this Agreement or the Facilities under the Texas Public Information Act (Tex. Gov't. Code Ann Sec. 552.001 et seq.) or any equivalent or successor statute (the "***Open Records Act***") and such information is subject to,

or potentially subject to, an exception under the Open Records Act, then prior to making any such disclosure and to the extent permitted under applicable law, County shall promptly send notice to Company of such request. Promptly, but no longer than four (4) business days after the Company's receipt of such notice from the County, Company shall notify the County in writing whether Company opposes the release and desires the County to request a determination from the Texas Attorney General (an "***Opinion Request***") as to whether the requested information must be disclosed pursuant to the Open Records Act. Contingent upon Company's timely cooperation, the County shall submit a request to the Texas Attorney General identifying the basis for any claimed exception; provided however that the County shall only be required to comply with the foregoing to the extent that the County, in good faith, believes there is a reasonable basis for claiming that the requested information is subject to an exception under the Open Records Act and the Open Records Act permits the County to make an Opinion Request in the circumstance in question; and provided however that nothing herein shall prevent or limit Company's right to claiming any exemption from disclosure it believes applicable directly to the Texas Attorney General. Company shall bear the burden of establishing to the Attorney General the applicability of any sections of the Open Records Act claimed as an exception to disclosure in the Opinion Request by timely submitting written comments to the Attorney General.

9.13 Upon written request by Company, the County will provide Company with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Company is in breach of the Agreement, the nature of the breach and action required to cure the same; (ii) a statement as to whether this Agreement has been amended and, if so, the identity of each amendment; and (iii) any other factual matters reasonably requested that relate to this Agreement.

9.14 The following Exhibits are attached to this Agreement and are part of this Agreement:

- ***Exhibit "A"*** - Legal Description of the Land
- ***Exhibit "B"*** - Depiction of Land
- ***Exhibit "C"*** – Phase Descriptions
- ***Exhibit "D"*** - Certificate of Compliance with Tax Abatement Agreement
- ***Exhibit "E"*** - Job Compliance Certificate
- ***Exhibit "F"*** - Annual Exemption Application Form Filed Ellis County Appraisal District
- ***Exhibit "G"*** - Certification – No Knowledge of Employment of Undocumented Workers

[*Signatures appear on the following page.*]

EXECUTED in duplicate originals the 28th day of January, 2020.

COUNTY OF ELLIS

By: _____
Todd Little, Ellis County Judge

COMMISSIONERS COURT
ELLIS COUNTY, TEXAS

Attest:

By: _____
Krystal Valdez, County Clerk

Agreed as to Form:

By: _____
Vance Hinds, Assistant County Attorney

EXECUTED in duplicate originals the _____ day of _____, 2020.

COMPASS DATACENTERS DFW III, LLC,
a Delaware limited liability company

By: _____
Jared Day, President

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

WHEREAS, Red Oak Industrial Development Corporation, and James Murray Scott are the owners of that certain tract situated in the Alfred J. Parks Survey, Abstract No. 850 and the John Spoon Survey, Abstract No. 1014, City of Red Oak, Ellis County, Texas, said tract being the same tracts described in the deeds to H&H Capital Acquisitions, LLC, a Delaware limited liability, recorded under Instrument Numbers 1830620 & 1600711, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.), together with the tract described in the deed to James Murray Scott recorded in Volume 1548, Page 377, Deed Records, Ellis County, Texas (D.R.E.C.T.); the subject tract is more particularly described as follows:

BEGINNING at a PK nail found in Houston School Road (a variable width right of way), at the most westerly northwest corner of the tract described in the deed to James Murray Scott recorded in Volume 1548, Page 377, D.R.E.C.T., from which the northeast corner of the said Alfred J. Parks Survey, Abstract No. 850, bears approximately N 00° 23' W, a distance of 1713 feet;

THENCE N 00° 22' 35" W, along said Houston School Road and with the west line of the tract described in the deed to Red Oak Industrial Development Corporation, Inc. recorded under Instrument Number 1830620, O.P.R.E.C.T., a distance of 1,712.62 feet (deed call 1,708.26 feet) to the northwest corner of the Red Oak tract, from which a found 3/8 inch rebar bears N 89° 21' 22" E, a distance of 11.34 feet, and from said found 3/8 inch rebar a 5/8 inch capped rebar stamped "TXDOT SURVEY MARKER R.O.W" found at the southwest corner of the tract described in the deed to the State of Texas recorded under Instrument Number 1827103, O.P.R.E.C.T., bears north 2.7 feet;

THENCE N 89° 21' 22" E, with the monumented north line of the Red Oak tract, and being south of an established fence, passing the said found 5/8 inch rebar, and continuing on said course, in all, a total distance of 1,311.18 feet to a 1/2 inch rebar found at the southwest corner of the tract described in the deed to James Moffett and Marilyn Moffett, husband and wife, recorded in Volume 2742, Page 1067, D.R.E.C.T.;

THENCE N 88° 45' 28" E, continuing with the monumented north line of the Red Oak tract, a distance of 671.09 feet to a 1/2 inch capped rebar stamped "RPLS 2574" found at the northeast corner of the Red Oak tract, from which a concrete fence post bears N 88° 45' 28" E, a distance of 645.84 feet;

THENCE with the perimeter of the said Scott tract, the following calls:

1. S 00° 37' 09" E, a distance of 761.54 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";

2. S 88° 32' 31" W, a distance of 130.00 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set;

3. S 00° 28' 57" E, passing at a distance of 939.88 feet a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the most westerly north line of the Scott tract, and through the interior of the Scott tract, in all, a distance of 999.35 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the north line of the tract described in the deed to Red Oak Industrial Development Corporation recorded under Instrument Number 1600711, O.P.R.E.C.T. (hereinafter referred to as the "City of Red Oak tract");

THENCE N 88° 50' 13" E, with the north line of the said City of Red Oak tract, by deed called to be common with the south line of the Scott tract, a distance of 799.07 feet to a 2-inch iron pipe found at the northeast corner of the City of Red Oak tract;

THENCE along a wire fence braced with concrete post and with the most easterly east line of the City of Red Oak tract as monumented, the following calls:

1. S 01° 10' 52" E, a distance of 321.28 feet to a found 5/8 inch capped rebar stamped "STANTEC";

2. S 00° 15' 49" E, a distance of 376.72 feet to a found 1-1/2 inch iron pipe;

3. S 00° 19' 36" W, a distance of 199.07 feet to a 5/8 inch capped rebar stamped "STANTEC" found in a creek bottom at the most easterly southeast corner of the City of Red Oak tract and being the southeast corner of the Braley Cemetery;

THENCE S 89° 25' 56" W, with the most northerly south line of the City of Red Oak tract, a distance of 498.34 feet to a 5/8 inch capped rebar stamped "STANTEC" found at the reentrant corner of the City of Red Oak tract;

THENCE S 02° 37' 24" E, with the east line of the City of Red Oak tract, a distance of 936.10 feet to a 1/2 inch rebar found at the southeast corner of the City of Red Oak tract;

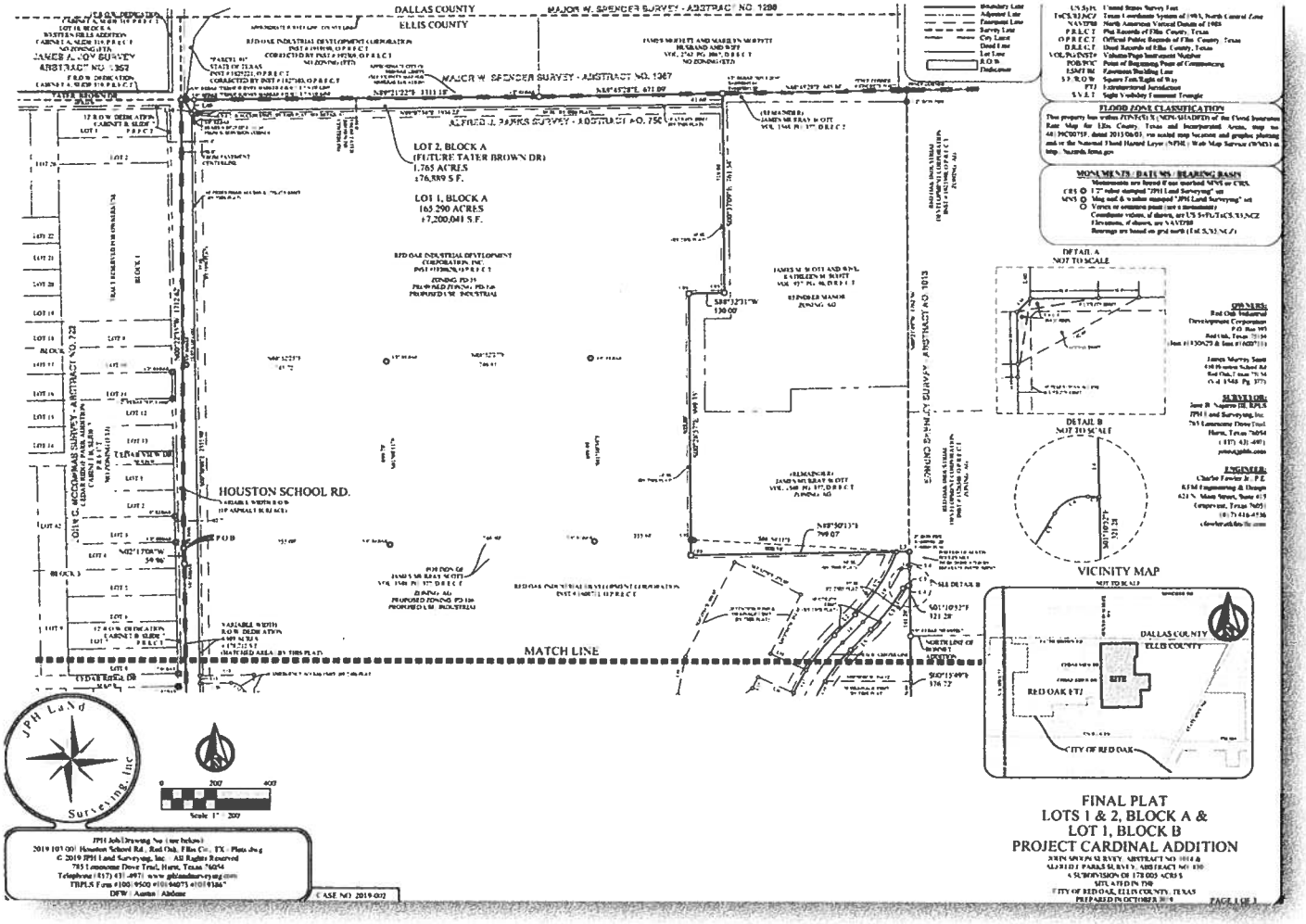
THENCE S 88° 48' 05" W, with the north line of the tract described in the deed to First Baptist Church, Red Oak recorded in Volume 1593, Page 850, D.R.E.C.T. (now platted and recorded in Cabinet H, Slide 53, Plat Records, Ellis County, Texas), a distance of 2,148.34 feet to the southwest corner of the City of Red Oak tract, from which a found 1/2 inch rebar bears N 88° 48' 05" E, a distance of 30.00 feet;

THENCE N 02° 40' 46" W, with the west line of the City of Red Oak tract, being in Houston School Road, a distance of 964.81 feet;

THENCE N 00° 50' 45" W, continuing with the west line of the City of Red Oak tract, being in Houston School Road, a distance of 864.45 feet to a 3/8 inch rebar found in said Houston School Road, at the most westerly southwest corner of the aforementioned Scott tract;

THENCE N 02° 17' 08" W with the most westerly line of the Scott tract, being in Houston School Road, a distance of 59.96 feet returning to the POINT OF BEGINNING and enclosing 178.005 acres (±7,753,877 square feet).

EXHIBIT "B"
DEPICTION OF THE LAND



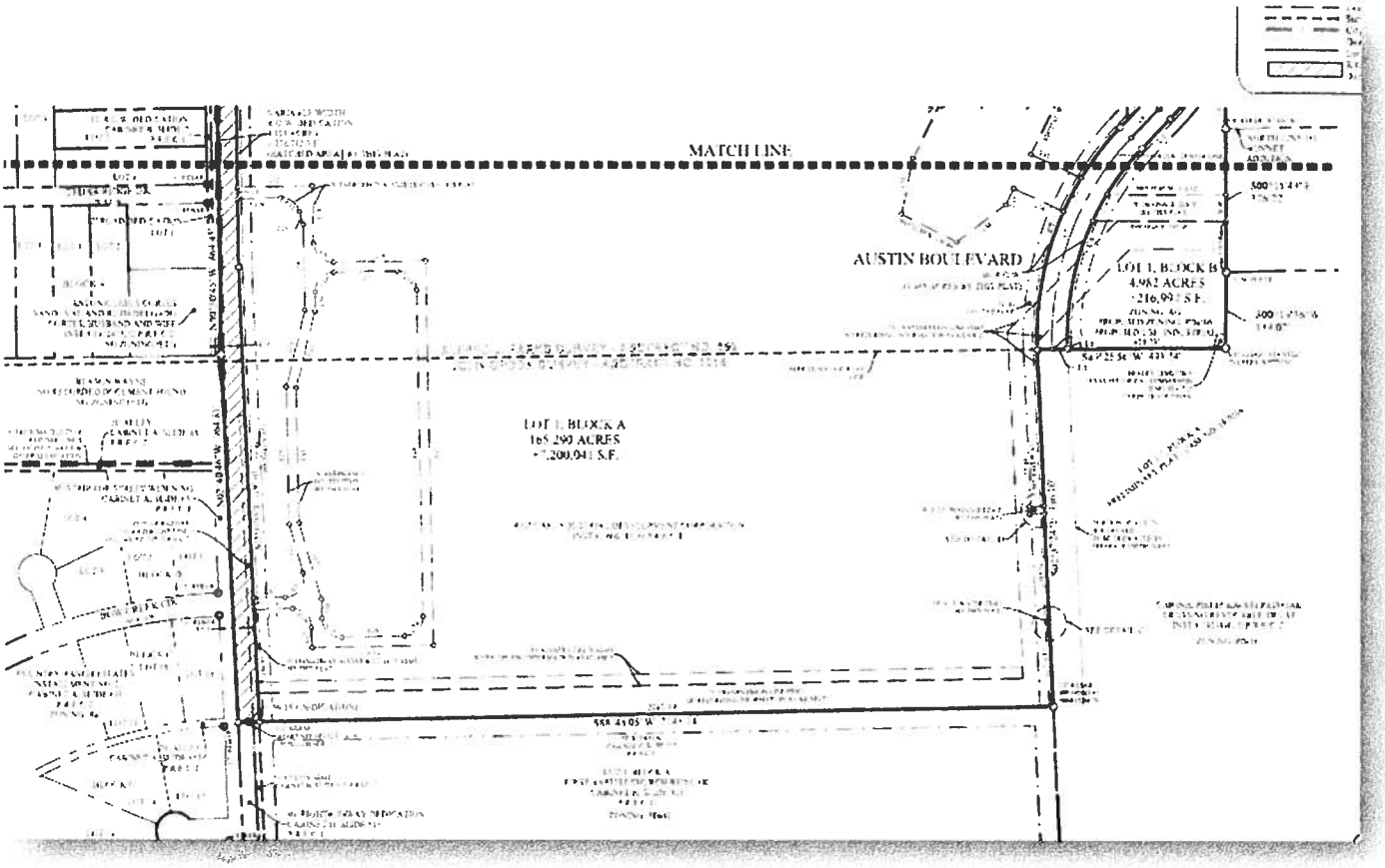

MATCH LINE
AUSTIN BOULEVARD
LOT 1, BLOCK B
4.982 ACRES
LOT 1, BLOCK A
165.290 ACRES

EXHIBIT "C"

PHASE DESCRIPTIONS

(see attached)

EXHIBIT "C-1A"

PHASE 1A ABATEMENT AREA

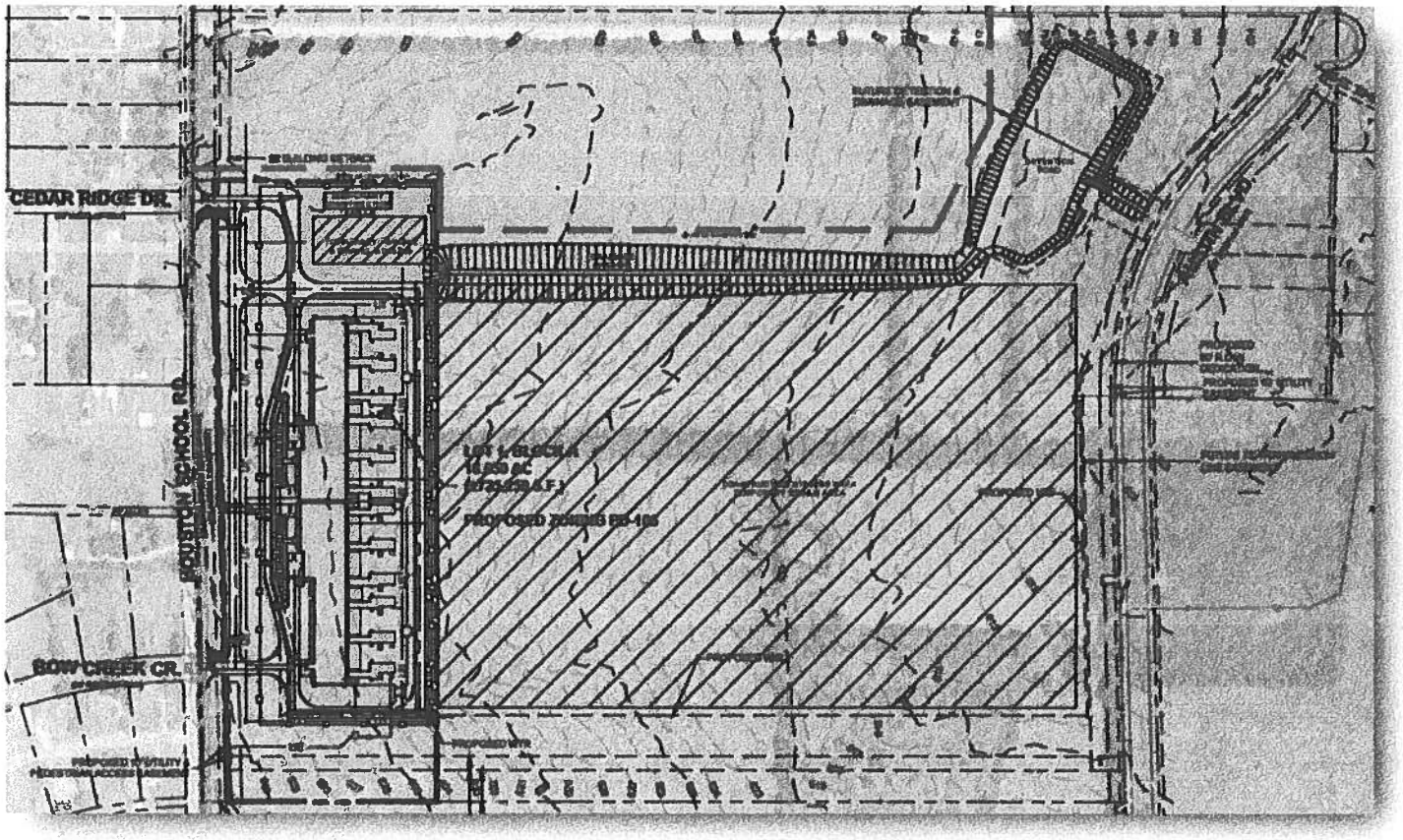


EXHIBIT "D"
CERTIFICATE OF COMPLIANCE

WITH TAX ABATEMENT AGREEMENT
BETWEEN ELLIS COUNTY AND COMPASS DATACENTERS DFW III
("Agreement")

REINVESTMENT ZONE No. 8
CITY OF RED OAK, TEXAS
To be filed annually with the County on or before April 30th of each year of Abatement Period

THE STATE OF TEXAS

COUNTY OF ELLIS

Capitalized terms herein have the same meaning as in the Agreement.

Compass Datacenters DFW III, LLC, a Delaware limited liability company (the "Company") and _____; and _____ each an "Affiliate" hereby certify that:

Initials

1) the Facilities for the Phase ___ Abatement Area have been completed and all Facilities and improvements for such Phase have been constructed or installed by Company pursuant to said Agreement,

2) all ad valorem taxes not abated by the Agreement have been timely paid by Company to all taxing entities,

3) current total Full-Time Employees is: _____, and

4) all other terms and conditions of this Agreement have been complied with.

OR

The Company hereby certifies that:

Initials

The Company is not in compliance with the Agreement because Company does not meet the following requirements for the current year (Check all that apply):

_____ The Facilities for the Phase ___ Abatement Area have not been completed and that all Facilities and improvements for such Phase have not been constructed or installed by Company pursuant to said Agreement.

_____ All ad valorem taxes not abated by the Agreement have not been timely paid by Company to all taxing entities.

_____ The Job Requirement is not met because the current total Full-Time Employees is: _____.

28 U.S. Code § 1746. Unsworn Declaration Under Penalty of Perjury.

I declare or certify under penalty of perjury that the foregoing is true and correct.

Executed on the _____ day of _____, _____

Printed Name: _____

Title: _____

Signature: _____

EXHIBIT "E"

JOB CREATION FORM
(to be completed by Company)

TO BE FILED ANNUALLY WITH ELLIS COUNTY
On or Before April 30th of each year of Abatement Period

Company And Affiliates As Defined in the Agreement:

_____
_____
_____

NOTE: All capitalized terms on this form shall have the same definition as in the Agreement.

PERMANENT FULL TIME QUALIFYING JOBS

Compliance Year: _____

Current total number of Full-Time Employees: _____

Current payroll dollars for 5 Full-Time Employees: _____

Pay rate of lowest paid of 5 Full-Time Employees: _____

Average weekly wage for 5 Full-Time Employees: _____

Ellis County's current average weekly wage: _____

This form was completed by:

Printed Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT "F"

ANNUAL EXEMPTION APPLICATION FORM FILED
ELLIS COUNTY APPRAISAL DISTRICT

TAX ABATEMENT APPLICATION
To be filed with Ellis Appraisal District
On or Before April 30th of each year of Abatement Period

Date: _____

Company:_____; Address _____
Affiliate(s)_____;_____; _____

Taxing Units That Have Agreed to Abate Taxes: Ellis County, City of Red Oak

Legal description of Land (within Zone) where tax-abated property is or will be located:
_____ or attachment.

Ellis CAD Account Number(s) for abated property:
_____; _____
_____; _____
_____; _____

Application for Property Tax Abatement Exemption

Percentage exemption of _____% with respect to real property ("Land")
Percentage exemption of_____% with respect to Real Property Improvements
Percentage exemption of_____% with respect to business personal property

Is Company in compliance with the agreement? _____Yes _____No.

This form was completed by:

Printed Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT "G"

CERTIFICATION –
NO KNOWLEDGE OF EMPLOYMENT OF UNDOCUMENTED WORKERS

Certification Regarding the Employment of Undocumented Workers

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) The Company receiving any public subsidies provides pursuant to this Agreement, or a branch, division, or department of the Company, does not and will not knowingly employ undocumented workers. For purposes of this Certification, "Public Subsidies" means grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements. For purposes of this Certification, "undocumented worker" means an individual who, at the time of employment, is not:

(C) lawfully admitted for permanent residence to the United States; or

(D) authorized to work in the United States under the federal Immigration and Nationality Act or by the Department of Homeland Security .

(2) If, after receiving the tax abatement provide herein, the Company or a branch, division, or department of the Company, is convicted of a violation under 8 U.S.C. to be Section 1324a(f), the Company shall repay the amount of the taxes abated with interest to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty, according to the terms provided under V.T.C.A. Government Code § 2264.053, not later than the 120th day after the date the County notifies the business of the violation.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by V.T.C.A. Government Code § 2264.

COMPASS DATACENTERS DFW III LLC

This form was completed by:

Printed Name: _____

Title: _____

Signature: _____

Date: _____