STATE OF TEXAS §
§ **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**
COUNTY OF DALLAS §

This Economic Development Incentive Agreement (this "Agreement") is made by and between the City of Glenn Heights, Texas ("City"), and AMF Mission Critical, LLC, a Texas limited liability company ("Company") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized officers or managers.

WITNESSETH:

WHEREAS, Company is under contract to purchase approximately 139.7566 acres of real property located at 1118 South Uhl Road in Glenn Heights, Texas, such being described by metes and bounds on Exhibit "A" attached hereto (the "Property") and intends to develop the property for the Required Use (hereinafter defined); and

WHEREAS, Company has advised City that a contributing factor that would induce Company to purchase the Property and construct and operate Phase 1 Improvements (hereinafter defined) for the Required Use would be an agreement by City to provide an economic development grant to Company; and

WHEREAS, promoting new business enterprises within the City will promote economic development, stimulate commercial activity, generate additional sales tax, and enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 (the "Act") to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making the Grant (hereinafter defined) to the Company in accordance with this Agreement is in accordance with the City economic development program, is in the best interest of the public, and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; (iii) promote local economic development and stimulate business and commercial activity in the City; and (iv) constitutes a "project" as that term is defined in the Act;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Term

This Agreement shall be effective on the last date of execution hereof ("Effective Date") and shall continue until the Expiration Date, unless sooner terminated as provided herein, such period being herein referred to as the "term of this Agreement".

Article II
Definitions

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

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such 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.

"Capital Investment" shall mean a monetary investment by Company, through cash, assets, or loans, to purchase the Property and construct or install the Phase 1 Improvements in an amount not less than $250,000,000.00.

"City" shall mean the City of Glenn Heights, Texas, acting by and through its City Manager, or other authorized designee.

"Company" shall mean AMF Mission Critical LLC, duly registered to do business in the State of Texas.

"Company Affiliate" shall mean any entity that is directly or indirectly owned or controlled by, or is under common control with, Company.

"Completion of Construction" shall mean that a permanent certificate of occupancy has been issued by the City for the shell structure for the Phase 1 Building.

"Effective Date" shall mean the last date of execution of this Agreement.

"Eligible Property" shall mean collectively the Property and the Improvements, each as defined herein. Eligible Property shall not include Tangible Personal Property (also sometimes referred to as Business Personal Property) located on the Property or in the Improvements.

"Expiration Date" shall mean the earlier of the date on which the City has paid the Grant in full or ten (10) years from the date on which Completion of Construction is achieved, or such earlier date on which this Agreement is terminated as herein provided.

"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, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution.

"Grant" shall mean the total not-to-exceed amount of $15,000,000.00.

"Grant Year" shall mean a given Tax Year, with the first Grant Year being the Tax Year commencing on January 1 of the first full calendar year following the date of Completion of Construction.

"Impositions" shall mean all taxes (including ad valorem taxes), assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen, and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City.

"Improvements" shall mean all real property improvements developed and constructed on the Property during the term of this Agreement for the Required Use (or related), whether classified as fixtures or otherwise, including but not limited to the Phase 1 Improvements. Nothing herein requires the construction of any vertical improvements other than the Phase 1 Building notwithstanding the depiction of additional improvements on the PD Concept Plan (hereinafter defined).

"Payment Request" shall mean a written request from Company to City for payment of the applicable Grant accompanied by copies of tax statement and/or receipt(s) and/or other evidence reasonably satisfactory to City to establish that the ad valorem taxes assessed by City against the Eligible Property have been timely paid for the Grant Year and the amount of such ad valorem taxes paid for that Grant Year.

"Phase 1 Improvements" means an initial building structure constructed on the Property for the Required Use and containing not less than approximately 50,000 square feet (the "Phase 1 Building"), together with the following elements constructed, installed, and/or located on the Property (collectively, "Related Facilities"): all related and necessary facilities, all required fire lanes and impervious surfaces including paved parking spaces required by local regulations, perimeter security fencing, and a vegetative and/or masonry wall buffer in accordance with zoning regulations, and all related driveways and appurtenances, signage, landscaping, and other associated equipment and systems integrated with and serving the Phase 1 Building, all in accordance with the Planned Development Concept Plan for the Property attached hereto and incorporated herein by this reference as Exhibit "B" (the "PD Concept Plan").

"Property" shall have the meaning set forth in the first "WHEREAS" paragraph above.

"Related Agreements" shall mean any agreement (other than this Agreement) by and between City and Company and/or a Company Affiliate.

"Required Use" shall mean a functioning and operating data center.

"Tangible Personal Property" shall have the same meaning assigned by Tax Code, Section 1.04, and shall mean all tangible personal property, equipment, fixtures, and machinery owned or leased by Company and located at the Property. Tangible Personal Property, for the purposes of this Agreement, includes Freeport Goods, goods-in-transit, inventory, and supplies owned or leased by Company and located on the Property or in the Improvements on January 1 of a given Tax Year.

"Tax Year" shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

"Taxable Value: shall mean the appraised value as certified by the appraisal district or its successor for a given Tax Year.

Article III
Economic Development Grant

3.1 Grant. Subject to the Company's continued satisfaction of all the terms and conditions of this Agreement and the Company's obligation to repay the Grant pursuant to Article V hereof, the City agrees to provide the Company with the Grant. The Grant shall be paid in annual installments, each in an amount equal to 50% of the ad valorem taxes assessed and collected by the City against the Eligible Property for the applicable Grant Year, commencing with the Grant Year which begins on January 1st of the first full calendar year following the Tax Year in which Completion of Construction occurs and to be paid as set forth herein, provided City has timely received (i) the City ad valorem taxes assessed against the Eligible Property in full for the respective Grant Year (i.e., the Tax Year immediately preceding the year in which the Grant is to be paid, each annual Grant amount being paid to Company in "arrears") and (ii) the applicable Payment Request. Company may submit the Payment Request for a given Grant Year no earlier than April 30th of the following calendar year and no later than 120 days thereafter. If Company does not timely submit a Payment Request for a given Grant Year, and such failure is not cured by Company within fifteen (15) days after notice thereof from City to Company then, at the discretion of City and upon written notice thereof by City to Company prior to receiving the delinquent Payment Request, such failure may operate as a forfeiture of the annual Grant for that Grant Year (but not for any subsequent Grant Years). The Grant for the subject Grant Year shall be paid within 90 days of City's receipt of a timely Payment Request, provided the City has timely received the City ad valorem taxes assessed against the Eligible Property in full for the applicable Grant Year. The amount of such ad valorem taxes assessed and collected with respect to the immediately preceding Tax Year/Grant Year will be used to determine the amount of the Grant for that Tax Year/Grant Year.

For illustration purposes only, if Completion of Construction occurs in 2028 and ad valorem taxes assessed and collected against the Eligible Property for Tax Year 2029 (which would be the 1st Grant Year) is $4,200,000, the amount of the Grant for the 1st Grant Year would be $2,100,000, to be paid after April 30, 2030 and in accordance with a timely submitted Payment Request (barring timely submission of which no Grant for the subject Grant Year would be payable). In no event shall City's obligation to pay an annual Grant be earlier than thirty (30) business days after the Company delivers to City a true and correct copy of the receipt from the Dallas County Tax-Assessor Collector showing the timely payment in full of the City ad valorem taxes assessed against the Eligible Property for the relevant Grant Year.

3.2 <u>Tax Protest</u>. In the event Company or another party timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Eligible Property or any portion thereof with the applicable appraisal district (or its successor), Company shall have an obligation to promptly notify City of the filing of said protest or contest. In such event, the timeframe for providing a Payment Request and the deadlines for the City to pay the Grant for the Grant Year for which such protest is made shall be deferred until a final determination has been made of such protest or contest. In the event Company's or another party's protest and/or contest results in a final determination that changes the appraised value and/or the Taxable Value of the Eligible Property or any portion thereof, or the amount of ad valorem taxes assessed and due for the Eligible Property or portion thereof after an annual Grant has been paid for such Grant Year: (i) the Grant for such Grant Year shall be adjusted (increased or decreased as the case may be), and said adjustment shall be reflected in calculation of the amount and the payment of the next Grant (<u>i.e.</u>, added to or subtracted from that next annual Grant amount) or (ii) in the event that no further annual Grants are due under this Agreement, the appropriate payments by Company or City in accordance with such determination shall be paid within thirty (30) days of said final determination.

3.3 <u>Refunds and Underpayments of Grants</u>. In the event City reasonably determines that the amount of a Grant paid by City to Company was incorrect, Company shall, within sixty (60) days after receipt of written notification thereof from City specifying the amount by which such annual Grant exceeded the correct amount to which Company was entitled (together with such records, reports, and other information necessary to support such determination), pay such amount to City. If City reasonably determines that the amount of a Grant paid by City to Company was less than the correct amount to which Company was entitled, City shall, within thirty (30) days, pay the adjustment to Company. The City's determination of an underpayment or overpayment of a Grant shall be final absent manifest error.

3.4 Grant Limitations. Under no circumstances shall City obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Company. None of the City's obligations under this Agreement may be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.5 Current Revenue. The Grants to be made or paid hereunder shall be paid solely from lawfully available funds that have been appropriated by the City; provided, however, the City agrees during the term of this Agreement to make a good faith effort to appropriate funds each year to pay the Grant for the then ensuing fiscal year. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay the Grant except as allowed by law. The City shall not be required to pay or provide the value of the Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

Article IV
Conditions to Grants

4.1 Conditions to 1st Grant. In addition to the satisfaction of all conditions set forth in Section 4.2 below, the obligation of City to pay the 1st Grant shall be satisfaction of the following conditions:

(a) City Approval. The City Council of the City of Glenn Heights, Texas has, by resolution, approved this Chapter 380 Economic Development Agreement and the related project.

(b) Purchase of Property. Company has purchased the Property or title to the Property has otherwise been transferred to Company and a copy of the deed, bearing evidence of recording thereof in the Official Public Records for Real Property for Dallas County, Texas has been provided to City.

(c) Completion of Construction. Completion of Construction has been achieved.

(d) Capital Investment. As of the date Completion of Construction is achieved, Company shall have made the Capital Investment. Company shall, within thirty (30) days after Completion of Construction and of request by the City, provide City with copies of invoices, bills, receipts and such other information as may be reasonably requested by City to document and confirm the required Capital Investment.

(e) Cash Donation. Company shall have made a cash donation to the City in the amount of $1,000,000 not later than 30-days after the date on which Completion of Construction has been achieved, such donation being for park purposes.

(f) Hike and Bike Trail. Company has designed, permitted, and constructed an ten (10) foot wide shared use pedestrian and bicycle trail along and within the southern and western boundary of the property as generally shown on the PD Concept Plan. The scope of trail improvements will include marking and signage to designate pedestrian and cycling portions of the trail. Construction is to be completed with the Phase 1 Improvements regardless of the footprint of the Phase 1 Improvements. The trail will be placed in an easement granted by Company suitable for use by the public, describing the City's responsibility to operate, maintain and insure the easement area and improvements therein. The easement limits are anticipated to be commensurate with the existing ONCOR easement along the property's western boundary at 100 feet in width, and a minimum of 50 feet in width along the property's southern boundary.

(g) Uhl Road Improvements. Company shall have completed the improvements to South Uhl Road from Bear Creek Road to Heartland Drive as described in Exhibit "C" (the "Uhl Road Improvements"). Company initially shall bear all design, permitting, construction, and right of way costs associated with the Uhl Road Improvements. City shall provide reasonable assistance in procurement of rights of way and permitting review at no cost to Company. No review fees will be incurred. Inspection fees commensurate with effort required to inspect the Uhl Road Improvements may be charged and are considered part of the project costs. The estimated cost for the Uhl Road Improvements, inclusive of inspection fees (the "Uhl Road Improvements Costs") is $15,000,000.00, as set forth on Exhibit "C". Company and City agree that if actual costs exceed this estimated amount, any such costs shall be the sole responsibility of Company.

4.2 Conditions to all Grants. The obligation of City to provide each Grant shall be conditioned upon the continued compliance with and satisfaction of each of the terms and conditions of this Agreement by Company including, without limitation, each of the conditions set forth in this Article.

(a) Good Standing. The Company shall not have an uncured breach or default of this Agreement.

(b) Continuous Required Use. The Property was continuously used for the Required Use during the subject Grant Year. Prior to the end of the last Grant Year, the Required Use may not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure, casualty or alterations to any Improvements.

(c) Payment Request. The Company shall, as a condition precedent to the payment of each annual Grant, timely provide the City with the applicable Payment Request.

Article V
Termination; Repayment

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

(a) by mutual written agreement of the Parties;

(b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;

(c) upon written notice by City, if any Impositions owed to the City or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any Impositions);

(d) upon written notice by City, if Company suffers an event of Bankruptcy or Insolvency;

(e) upon written notice by either Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(f) by either party if Company has not acquired fee simple title to the Property by December 31, 2026.

(g) By City if Completion of Construction has not occurred by December 31, 2028 subject to Force Majure.

5.2 Payment of Uhl Road Improvement Costs. In the event the Agreement is terminated by the City pursuant to Section 5.1(b), (c), (d) or (e), the City shall immediately pay to Company the total amount of Uhl Road Improvement Costs paid by Company through the date of termination LESS the total amount of Grants paid to Company by City through the date of termination, plus interest on to total amount of such Grants paid at the rate of interest at the rate set forth in section 2251.025, Texas Government Code, as amended.

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

Article VI
Construction License Corridor

Company is granted a license to use a minimum width fifty (50) foot wide continuous construction access corridor through Heritage Park from Bear Creek to the property's northern boundary, as generally depicted on Exhibit "D" attached hereto (the "Construction License Corridor") (the Parties agree to cooperate in good faith regarding any necessary adjustments to the parameters of the Construction License Corridor based upon development issues which may arise or become known after the Effective Date hereof). The purpose of the corridor is to provide construction access to the property in avoidance of the use of South Uhl Road. This use begins at time the building permit for the Phase 1 Building is granted, including construction drawings for corridor improvements for this use. The license granted herein ends at the time the City commences construction of improvements to Heritage Park. The corridor must be returned by Company to the condition existing at the time use began. No permanent improvements (i.e., utilities, access, drainage, or similar) will be permitted within the Construction License Corridor.

Article VII
Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the Parties and their successors and permitted assigns.

6.2 Limitation on Liability/Indemnity. It is understood and agreed between the Parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third Parties in connection with these actions. **Company agrees to indemnify and hold City harmless from all such claims, suits, and causes of action, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of Company's performance of the conditions under this Agreement**

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

City of Glenn Heights
Attn: City Manager
1938 S. Hampton Road
Glenn Heights, TX 75154

With a copy to:

David Berman
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Company, to:

AMF Mission Critical LLC
Attn: Aylmer B. Atkins
6125 Luther Lane #222
Dallas, Texas 75225

6.6 Entire Agreement. This Agreement (together with all exhibits attached hereto) is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.11 Successors and Assigns; Run with the Land. Company may, without the consent or approval of City, assign this Agreement to (i) an entity in which Aylmer B. Atkins and/or AMF Mission Critical, LLC and/or Atkins Property Company, LLC owns a direct or indirect equity interest or possesses managerial control, or (ii) to an entity who will acquire the Property for purposes of developing the Property for the Required Use; provided, however, that that assignee (under (i) or (ii)) agrees in writing to be bound by the terms and conditions of this Agreement (any, a "Permitted Assignment"). Company must provide written notice to City of the occurrence of a Permitted Assignment not later than 30-days after the effective date thereof together with a fully executed copy of the assignment instrument. Except for a Permitted Assignment, this Agreement may not be assigned by Company without the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, but which consent may be conditioned upon the assignee agreeing in a written instrument to be bound by the terms and conditions of this Agreement. Subject to the forgoing provisions of this Section 6.11, this Agreement will run with the land and be binding upon the Parties and their respective successors and assigns. This Agreement shall be recorded in the Official Public Records for Real Property of Dallas County, Texas.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Employment of Undocumented Workers. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the Grants provided herein and any other funds received by the Company from the City as of the date of such violation within 120 business days after the date the Company is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisees of the Company or by a person with whom the Company contracts.

6.16 Prohibition of Boycott of Israel. Company verifies that it does not boycott Israel and agrees that during the term of this Agreement it will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

6.17 Prohibition of Boycott of Energy Companies. Company verifies that it does not boycott energy companies and agrees that during the term of this Agreement it will not boycott energy companies as these terms are defined in Texas Government Code Section 809.001, as amended. This section does not apply if Company is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Company has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement

6.18 Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations. Company verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. This section only applies if: (i) Company has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Company is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

(signature page to follow)

EXECUTED on this _______ day of ____________________, 2024.

CITY OF GLENN HEIGHTS, TEXAS

By:____
Clifford Blackwell, City Manager

APPROVED AS TO FORM:

By:________________________________
David Berman City Attorney

EXECUTED this the _________ day of ______________________, 2024.

AMF MISSION CRITICAL LLC

By: Atkins Property Company, LLC
Its: Manager

By: ______________________________________
Name: Aylmer B. Atkins
Title: Sole Member

[Acknowledgments on Page Following]

EXECUTED on this 24th day of October, 2024.

CITY OF GLENN HEIGHTS, TEXAS

By: CBlackwell

Clifford Blackwell, City Manager

APPROVED AS TO FORM:

By:______________________________

David Berman City Attorney

EXECUTED this the 14th day of OCTOBER, 2024.

AMF MISSION CRITICAL LLC

By: Atkins Property Company, LLC
Its: Manager

By: ______________________________

Name: Aylmer B. Atkins
Title: Sole Member

[Acknowledgments on Page Following]

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24th day of October, 2024, by Clifford Blackwell, the City Manager of the City of Glenn Heights, Texas, on behalf of said city.

BRANDI BROWN
Notary Public, State of Texas
Comm. Expires 05-04-2026
Notary ID 12145902

Brandi Brown
NOTARY PUBLIC, STATE OF TEXAS
Notary Number:

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 16th day of October, 2024, by Aylmer B. Atkins, Sole Member of Atkins Property Company, LLC, a Texas limited liability company and Manager of AMF Mission Critical, LLC, a Texas limited liability company, on behalf of said entity.

SHENITA S. ALLEN
Notary Public, State of Texas
Comm. Expires 05-31-2027
Notary ID 134384673

Shenita S Allen
NOTARY PUBLIC, STATE OF TEXAS
Notary Number: 134384673

EXHIBIT A
Legal Description and Survey of Real Property

BEING a tract of land situated in the John F. Porter Survey, Abstract No. 1118, City of Glenn Heights, Dallas County, Texas, being a portion of a called 194.508 acre tract of land described in the Special Warranty Deed to HARLAN PROPERTIES, INC. recorded in Instrument No. 202200109103 of the Official Public Records of Dallas County, Texas (OPRDCT) and being more particularly described as follows:

COMMENCING at a 3-1/4" aluminum disk in concrete stamped "TU ELECTRIC SURVEY MARK-DO NOT DISTURB" found in the west right-of-way line of Uhl Road (a variable width right-of-way), and being the southeast corner of a called 16.12 acre tract of land described as "Tract 1" in the Warranty Deed to Texas Power & Light Company recorded in Volume 73236, Page 1459 of the Deed Records of Dallas County, Texas, (D.R.D.C.T.) and the northeast corner of said 194.508 acre tract;

THENCE with said west right-of-way line of Uhl Road and the east line of said 194.508 acre tract, the following courses and distances:

South 0°41'19" East, a distance of 300.00 feet to a 1/2" iron rod with orange plastic cap stamped "MCADAMS MARKER" found for the **POINT OF BEGINNING**;

South 0°41'19" East, a distance of 2,132.39 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner, said point being South 0°41'19" East, 50.00 feet to the northeast corner of a called 4.865 acre tract of land described in Warranty Deed with Vendor's Lien to Aurelio Gregorio and Victoria Gregorio recorded in Volume 2004077, Page 2577 D.R.D.C.T.;

THENCE over across said 194.508 acre tract, South 89°22'13" West, a distance of 2,631.36 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner in the west line of said 194.508 acre tract and the east line of The Mesa Phase IV, an addition to the City of Glenn Heights, Texas according to the plat recorded in Volume 83209, Page 2190 D.R.D.C.T.;

THENCE with the west line of said 194.508 acre tract and the east line of said The Mesa Phase IV addition, North 1°01'52" West, a distance of 207.45 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northeast corner of Lot 5, Block 4 of said The Mesa Phase IV addition and the southeast corner of Lot 4, Block 3, of The Mesa Phase II addition, an addition to the City of Glenn Heights, Texas according to the plat recorded in Volume 82172, Page 1018 D.R.D.C.T.;

THENCE with the west line of said 194.508 acre tract and with said east line of The Mesa Phase II addition, North 0°30'09" West, a distance of 417.23 feet to a point for corner, from said point a 1/2" iron rod found bears South 31°03'58" West, 0.33 feet;

THENCE with the west line of said 194.508 acre tract and with said east line of The Mesa Phase II addition and the terminus of Milas Lane (a 50' wide right-of-way), North 0°28'30" West, a distance of 421.54 feet to a 1/2" iron rod found for corner at the northeast terminus of said Milas Lane and the south east corner of Lot 5, Block 4 of The Mesa Phase III, an addition to the City of Glenn Heights, Texas according to the plat recorded in Volume 82237, Page 3225 D.R.D.C.T.;

THENCE with the west line of said 194.508 acre tract and with said east line of The Mesa Phase III, North 0°39'02" West, a distance of 779.67 feet to a 1/2" iron rod found for the northeast corner of Lot 21, Block 4 of said The Mesa Phase III addition and the southeast corner of a called 3 acre tract of land described in General Warranty Deed with Vendor's Lien to Louis Rogers recorded in Volume 2003233, Page 6083 D.R.D.C.T.;

THENCE with the west line of said 194.508 acre tract and with the east line of said called 3 acre tract, North 0°36'02" West, a distance of 282.08 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

THENCE with the west line of said 194.508 acre tract, with said east line of the called 3 acre tract and with the east line of Glen Cove Estates, an addition to the City of Glenn Heights, Texas according to the plat recorded in Volume 649, Page 2138 of the Map Records of Dallas County, Texas, North 1°04'53" West, a distance of 320.61 feet to a 1/2" iron rod in a 1" pipe found for the northwest corner of said 194.508 acre tract, and being the southwest corner of a called 43.9594 acre tract of land described in the Warranty Deed with Vendor's Lien to the City of Glenn Heights recorded in Volume 95013, Page 623 D.R.D.C.T.;

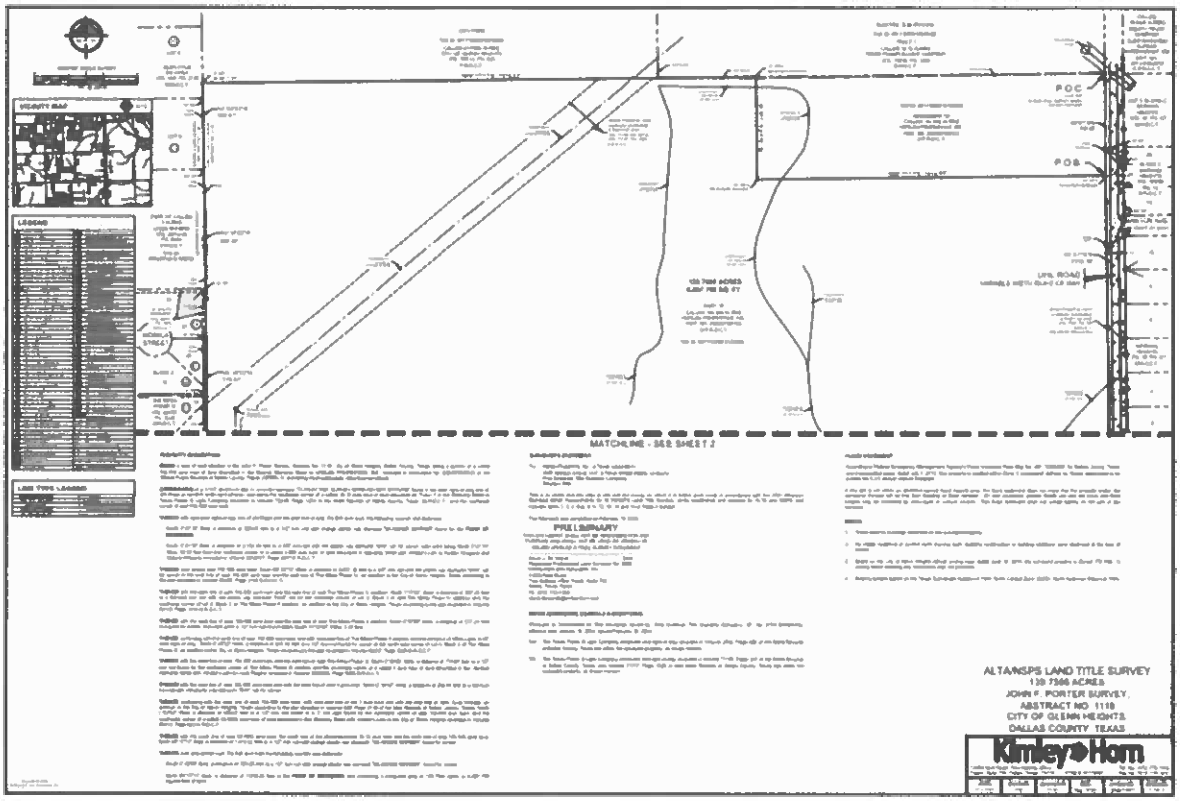
THENCE with the south line of said 43.9594 acre tract, the south line of said called 16.12 acre tract and the north line of said called 194.508 acre tract, North 89°17'11" East, a distance of 1,614.42 feet to a 1/2" iron rod with orange plastic cap stamped" MCADAMS MARKER" found for corner;

THENCE over and across said 194.508 acre tract the following courses and distances:

South 0°42'29" East, a distance of 300.00 feet to a 1/2" iron rod with orange plastic cap stamped "MCADAMS MARKER" found for corner;

North 89°17'11" East, a distance of 1,016.40 feet to the **POINT OF BEGINNING** and containing a computed area of 139.7566 acres or 6,087,798 square feet of land.

[Exhibit A continued on page following]


POC
POB
UHL ROAD
MATCHLINE - SEE SHEET 2
PRELIMINARY
ALTA/NSPS LAND TITLE SURVEY
120.7366 ACRES
JOHN F. PORTER SURVEY,
ABSTRACT NO. 1118
CITY OF GLENN HEIGHTS
DALLAS COUNTY, TEXAS
Kimley-Horn

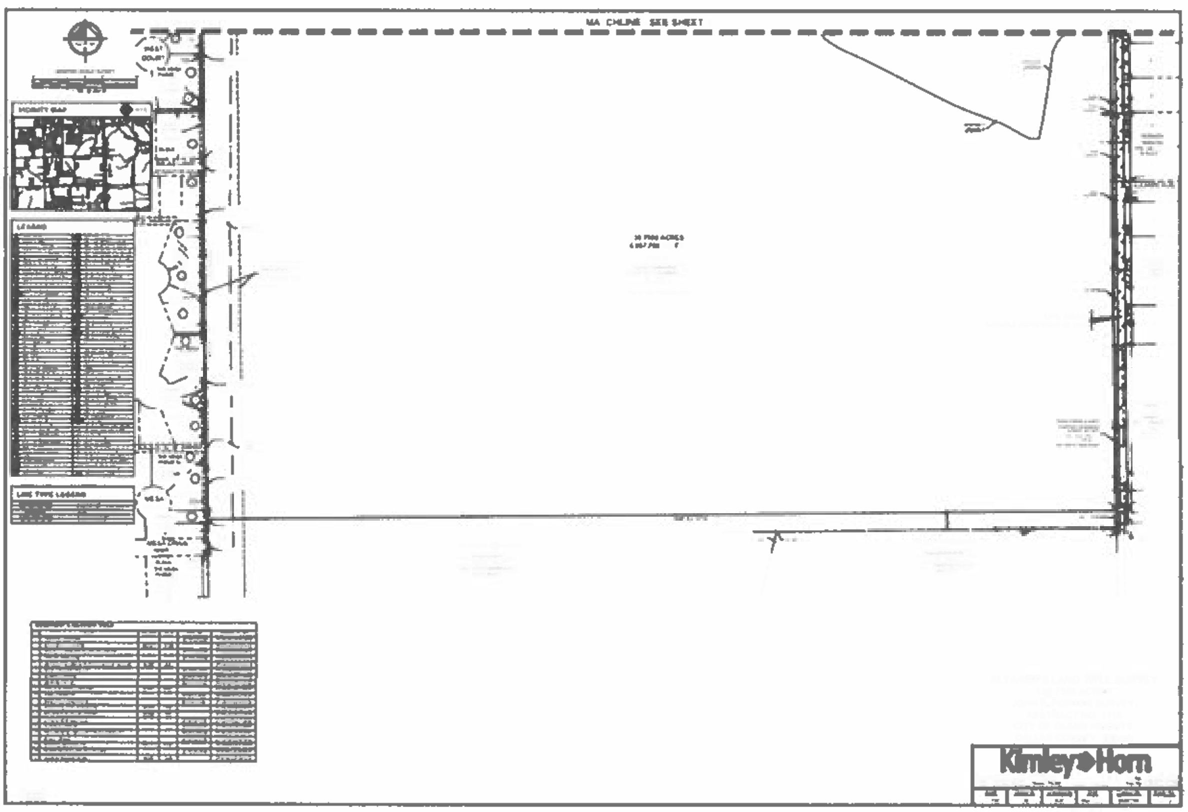

Kimley-Horn

EXHIBIT B
Planned Development Zoning Concept Plan

EXHIBIT C
Description and Opinion of Probable Cost
Uhl Road Improvements from Bear Creek to Heartland Drive

Kimley-Horn

Updated: October 2, 2024

Project Information

Name:	AMF Mission Crossing - Uhl Road
Limits:	Bear Creek Road to Heartland Drive
Width (FT, B-B):	25 FT (2 Lanes); 6 FT Sidewalk
Length (LF):	±7,000 LF

Description: This Project includes approximately 7,000 linear feet of Uhl Road (from Bear Creek Road to north of Heartland Drive) matching the section south of Heartland Drive: 2 travel lanes, with 6 foot sidewalk on one side. These improvements include roadway, sidewalk, drainage, landscaping, irrigation, illumination conduit, signing, pavement markings, traffic control, erosion control, etc.

Opinion of Probable Construction Cost

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	LIME STABILIZED SUBGRADE	[illegible]	SY	$ [illegible]	$ [illegible]
2	MOISTURE TREATED SUBGRADE (5'-8")	52,241	CY	$ 5.00	$ 261,204
3	9" 4,000 PSI REINF. CONC. PVMT.; ANTI. #4 18" OCEW	19,444	SY	$ 110.00	$ 2,138,889
4	5" 3,000 PSI REINF. CONC. PVMT.	6,222	SY	$ 70.00	$ 435,556
5	6" CURB AND GUTTER	14,000	LF	$ 40.00	$ 560,000
6	30" CLASS III RCP	6,000	LF	$ 155.00	$ 930,000
7	48" CLASS III RCP	125	LF	$ 200.00	$ 25,000
8	5'X3' CLASS III RCB	500	LF	$ 450.00	$ 225,000
9	10' RECESSED CURB INLET	24	EA	$ 6,000.00	$ 144,000
10	EARTHWORK	40,185	CY	$ 5.00	$ 200,928
11	BARRIER FREE RAMPS	28	EA	$ 4,000.00	$ 112,000
				Roadway Subtotal:	$ [illegible]

Major Construction Component Allowances

	Item Description	Notes	Allowance*	Item Cost
☑	Traffic Control	Includes Phasing		$ 50,000
☑	Pavement Markings/Markers			$ 110,000
☑	Special Drainage Structures	Headwalls		$ 1,008,000
☑	Landscaping (Basic)	Sod/Seed @ 1.10/sy		$ 544,444
☑	Landscaping (Special)	Trees, 50-ft spacing, [illegible]		$ 105,750
☑	Irrigation	Median Irrigation		$ 125,000
☑	Illumination	Lighting, [illegible] LF		$ 420,000
☑	Erosion Control / SWPPP		2%	$ 108,000
☑	Other	Right of Way Acquisition Allowance		$ 1,000,000
	*Allowances based on % of Paving Subtotal		Allowance Subtotal:	$ [illegible]
			Paving and Allowance Subtotal:	$ [illegible]
	Mobilization		5%	$ 443,500
	Site Preparation	Includes any removals	10%	$ [illegible]
			Mobilization and Site Preparation Subtotal:	$ [illegible]
			Paving, Allowance, Mobilization, and Site Preparation Subtotal:	$ [illegible]
	Construction Contingency (+/-)		[illegible]	$ [illegible]
	Inflation Contingency	Constructed in [illegible]	3.0%	$ 304,800
			Construction Cost TOTAL:	$ 13,000,000

Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction Cost TOTAL:			$ 13,000,000
Eng/Survey/Geotech/SUE QL "B" and "A"		15%	$ 2,000,000
		Project Cost TOTAL:	$ 15,000,000

☑ No Design Completed
☐ Preliminary Design
☐ Final Design

[illegible]

EXHIBIT D

50 foot wide Corridor Easement Depiction