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CITY COUNCIL MEETING AGENDA
NOVEMBER 4, 2024

723 S. Lewis Street, Room 1122 B
Stillwater, OK 74074
5:30 PM

Mayor Will Joyce, Vice Mayor Amy Dzialowski, Councilors Kevin Clark, Christie Hawkins, & Tim Hardin

1. Call Meeting to Order
2. Pledge of Allegiance
3. Proclamations and Presentations

a.	Sheerar Museum 50th Anniversary Proclamation

4. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Council will take action on these items collectively with a single vote. The requested City Council action is indicated for each item listed. Should a Councilor elect to discuss, amend, revise, or table any item listed on the consent docket, the item will be moved to the section of the agenda titled "Items Removed from the Consent Docket" for consideration and possible action. Additionally, a Councilor or the City Manager may simply ask the Mayor to remove an item from the consent docket prior to action by the City Council and no action will be taken on the removed item at this meeting.

a.	Approve October 21, 2024 Regular Meeting minutes and October 28, 2024 City Council and Planning Commission Joint Study Session Special Meeting minutes		
b.	Approve award of Bid #32-2024 to VSC Fire & Security, Inc., in the bid amount of $345,740 plus a 15% contingency in the amount of $51,861, for a total of $397,601 for the Community Development Block Grant 19186 SC 23 for the Stillwater Public Library Sprinkler System Retrofit.	CC-24-128	Cindy Gibson, Shelly Crynes, Stacy Delano

c.	Accept two Deeds of Dedication required for the Airport Roundabout and Parking Service Road Project.	CC-24-129	Candy Staring

5. Public Comment on Items not Scheduled for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Council at a regularly scheduled meeting on **any item of business listed on the meeting agenda** provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers.

6. Items Removed from the Consent Docket

Items removed from the consent docket are placed on this section of the agenda for discussion, revision, amendment and/or tabling prior to action by the City Council. The City Council may take action, including a vote or series of votes, on items removed to this section of the agenda after the requested discussion, revision or amendment.

7. Public Hearings

The Council will hear public comments, discuss, and take action including a vote or series of votes on each item listed as presented or as amended by the City Council unless the agenda entry specifically states that no action will be taken.

a.	Presentation and Second Public Hearing, pursuant to 62 O.S. §859, of the proposed Stillwater Data Center Economic Development Project Plan and its supporting six (6) Incentive Districts for the purpose of providing the public an opportunity to be heard in support of or opposition to the proposed Project Plan.	Dan Batchelor, Lisa Harden

8. Resolutions

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each resolution listed as presented or as amended or revised by the City Council.

a.	RESOLUTION NO. CC-2024-35: A RESOLUTION OF THE STILLWATER CITY COUNCIL ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SECTION 3 ANNUAL PLAN DIRECTED AT INCREASING THE UTILIZATION OF LOW- AND VERY LOW-INCOME RESIDENTS AND BUSINESSES WITHIN THE CDBG PROJECT SITE.	Shelly Crynes

b.	RESOLUTION CC-2024-36: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL CORPORATION, TO SIGN AND ISSUE AN ELECTION PROCLAMATION CALLING FOR A GENERAL ELECTION AND A RUNOFF ELECTION, IF NEEDED, IN THE CITY OF STILLWATER.

9. Ordinances

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each ordinance listed as presented or as amended or revised by the City Council.

Second Read

a.	ORDINANCE NO. 3546: AN ORDINANCE APPROVING AND ADOPTING THE STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN AND SUPPORTING INCENTIVE DISTRICTS, PURSUANT TO THE OKLAHOMA LOCAL DEVELOPMENT ACT; IDENTIFYING AND ESTABLISHING SIX INCENTIVE DISTRICTS; DESIGNATING AND ADOPTING PROJECT AREA AND INCENTIVE DISTRICT BOUNDARIES; DEFERRING THE NUMERICAL DESIGNATIONS AND EFFECTIVE DATES FOR THE INCENTIVE DISTRICTS; ADOPTING CERTAIN FINDINGS; AUTHORIZING THE CITY OF STILLWATER AND THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE STILLWATER PLANNING COMMISSION; APPROVING AND ADOPTING A TAX INCENTIVE AGREEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

10. Reports from Officers and Boards

Announcements and remarks of general interest may be made by Councilors, City Manager or City Attorney. Items of City business that may require discussion or action including a vote or series of votes are listed below.

a.	Miscellaneous items from the City Attorney

i.	Request for an Executive Session pursuant to 25 O.S. §307(B)(4) involving confidential communication between the City Council and City Attorney concerning pending PFAS litigation and class action settlements with Tyco and BASF including whether to join the settlements. It is the opinion of the City Attorney that disclosure of this matter will seriously impair the ability of the City Council to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.

b.	Miscellaneous items from the City Manager

c.	Miscellaneous items from the City Council

11. Questions and Inquiries

12. Executive Session

a.	Confidential communication between City Council and City Attorney concerning a pending investigation, claim or action involving PFAS Litigation and class action settlements with Tyco and BASF.

13. Return From Executive Session

a.	Possible action regarding PFAS litigation, including possible action to approve joining the Tyco and BASF settlements.

14. Adjourn

On November 1, 2024 at 10:50 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8243.

- Meetings are televised on AT&T U-verse channel 99 and Optimum channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes]
- Official minutes are archived in the City Clerk's office.

Proclamation

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WHEREAS, the Stillwater History Museum at the Sheerar Cultural Center has proudly served the City of Stillwater and its residents for 50 years. Its mission is to illuminate, preserve, and celebrate the diverse collective history of Stillwater; and

WHEREAS, since its founding, the museum has been essential in cultural preservation in Stillwater, offering educational exhibits and programs that bring to life the stories of the people, traditions, and events that have shaped our city; and

WHEREAS, through the diligent efforts of its board, members, staff, volunteers, and supporters, the museum has preserved countless artifacts, photographs, and archival materials that document the diverse experiences of the residents of Stillwater, past and present; and

WHEREAS, the museum's 50th anniversary represents a significant milestone in the cultural and historical life of Stillwater, marking half a century of commitment to historical preservation and public education; and

WHEREAS, the museum continues to be an active collaborator and partner with Stillwater Public Library, OSU Art Museum, Prairie Arts Center, and other members of Stillwater's Downtown Cultural District.

NOW, THEREFORE, I, William Joyce, Mayor of Stillwater, Oklahoma, do hereby celebrate and honor the Stillwater History Museum at the Sheerar Cultural Center for the 50th Anniversary, November 9, 2024.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED OCTOBER 18, 2024 AT 8:15 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
OCTOBER 21, 2024

PRESENT: **VICE MAYOR AMY DZIALOWSKI, COUNCILORS CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN**
ABSENT: **MAYOR WILLIAM H. JOYCE**

1. CALL MEETING TO ORDER

Vice Mayor Dzialowski called the meeting to order at 5:30 p.m.

2. PLEDGE OF ALLEGIANCE

The Stillwater City Council led the audience in the Pledge of Allegiance.

3. CONSENT DOCKET

a. Approve October 4, 2024 special and executive session meeting minutes and October 7, 2024 regular meeting minutes.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

4. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

There were no requests to speak on agenda items not scheduled for public hearing.

5. ITEMS REMOVED FROM CONSENT DOCKET

None.

6. PUBLIC HEARINGS

a. Receive public comment regarding a request from Progressive Development Corp., LLC, for a Map Amendment to rezone property addressed as 1002 S. Husband Street from Two-Family Residential (RT) to Commercial Business (CB) district.

City Planner Jacquelyn Porter stated that the applicant requests review and approval of a map amendment to rezone the property addressed as 1002 South Husband Street from Two-Family Residential (RT) to Commercial Business (CB). The subject property is located in the southwest area of Stillwater, near the intersection of South Husband Street and West 10th Avenue. She reported that the subject property is located southwest of the intersection and is currently zoned as two-family residential with a single-family structure and accessory structure (detached garage). Progressive Development Corp. LLC requests to rezone the property to Commercial Business for a potential restaurant and/or retail site.

Cory Williams, 621 S. Husband, who is the applicant, spoke on his behalf.

Vice Mayor Dzialowski opened the public hearing.

Janet Rogers, 1006 S. Husband, stated that she lives on the property between 1002 and 1010 S. Husband and she is against this rezoning.

Griffin Pivateau, 1104 S. Husband, spoke against the rezoning of the two subject properties.

Bruce Parnell, 1011 S. Duncan, spoke against the rezoning of the two subject properties.

Cory Williams addressed the questions and concerns of the speakers and answered Council's questions.

Vice Mayor Dzialowski closed the public hearing.

Discussion was held amongst staff and Council. City Attorney Kimberly Carnley asked Ms. Porter to explain the screening requirements that go along with this rezoning.

The Planning Commission recommended approval with a 3-0 vote.

City Attorney Kimberly Carnley explained Council's options for voting on this item.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR THE PROPERTY ADDRESSED AS 1002 SOUTH HUSBAND STREET.

ROLL CALL VOTE: DZIALOWSKI-NAY, HAWKINS-YEA, CLARK-NAY, HARDIN-YEA.
NAY-TWO. YEA-TWO.

City Attorney Kimberly Carnley requested that the Council meeting take a short recess.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO RECESS THE CITY COUNCIL MEETING.

ROLL CALL VOTE: DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

Stillwater City Council meeting recessed at 6:12 p.m.

Stillwater City Council reconvened at 6:21 p.m.

CITY ATTORNEY KIMBERLY CARNLEY STATED THAT PURSUANT TO SECTION 2-56 A TIE VOTE IS NO DECISION.

b. Receive public comment regarding a request from Progressive Development Corp., LLC on behalf of Outer Banks, LLC for a Map Amendment to rezone property addressed as 1010 S. Husband Street from Two-Family Residential (RT) to Commercial Business (CB) district.

City Planner Jacquelyn Porter stated that the applicant requests review and approval of a map amendment to rezone the property addressed as 1010 South Husband Street from Two-Family

Residential (RT) to Commercial Business (CB). The subject property is located in the southwest area of Stillwater, near the intersection of South Husband Street and West 10th Avenue. The subject property is located in the middle of the block southwest of the intersection and is currently zoned Two-Family Residential with a single-family structure and two accessory structures (a carport and a tool shed) on the property. Progressive Development Corp. LLC, on behalf of Outer Banks, LLC, both LLCs owned by Cory Williams, is requesting to rezone the property to Commercial Business for potential parking and/or commercial redevelopment. Ms. Porter stated that 1002 South Husband Street, which has been presented to be rezoned to CB (with no decision) is located to the north of this property, with one lot between them.

Cory Williams stated that he was withdrawing the application at this time.

7. GENERAL ORDERS

a. Consider award of Monticello Project Bid #8-2024 to Ellsworth Construction OKC, LLC for a unit price of $3,058,797.19, approve Amendment #5 with Kimley-Horn for construction administration services in the amount of $90,900.00, authorize total construction expenditures of $3,547,200 to include construction contract, construction administration services, testing and contingency, authorize City Manager to sign related documents, and approve associated budget amendments.

Engineering Manager of Transportation and Drainage Travis Small stated he will discuss the Monticello Roadway and Utilities Improvement Project and that there will be a companion item on the SUA docket for Trustees consideration regarding this project and possible funding. He stated that the FY20 Pavement Management Program (PMP) included reconstruction of Monticello based upon its condition rating resulting in it being the lowest scoring local street in the City at that time. The new IMS Survey conducted in 2022 gave this roadway stretch an average Pavement Condition Index of 25.3 out of 100 points, which categorized the road as poor to very poor. Monticello is located in an area needing water and sewer utility replacement. This utility replacement effort has been combined with Monticello's roadway reconstruction work. Mr. Small reported that bids were solicited and staff and Kimley-Horn (KH) reviewed the bid packages and recommend the project be awarded to Ellsworth Construction OKC, LLC. Amendment No. 5 has been negotiated with Kimley-Horn, totaling $90,900.00, to provide construction administration services during the construction phase of the project. During a Special Meeting of the Transportation Project Advisory Committee on October 14, 2024, the committee took action to approve commencement of the project. Mr. Small answered Council's questions.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO AWARD A UNIT PRICE CONTRACT TO ELLSWORTH CONSTRUCTION OKC, LLC FOR $3,058,797.19; AUTHORIZE TOTAL CONSTRUCTION EXPENDITURES NOT TO EXCEED $3,547,200 WHICH INCLUDES CONSTRUCTION CONTRACT, CONSTRUCTION ADMINISTRATION, TESTING AND CONTINGENCY; AND APPROVE BUDGET AMENDMENTS IN THE AMOUNT OF $2,201,930 FROM THE TRANSPORTATION SALES TAX FUND (LATER IN SUA - $1,143,500 FROM WATER FUND & $201,770 WASTEWATER FUND); AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS AND APPROVE THE AMENDED MOTION AS STATED BELOW.

CITY ATTORNEY KIMBERLY CARNLEY STATED THERE IS ONE AMENDMENT TO THIS MOTION AND THAT IS TO APPROVE AMENDMENT NO. 5 WITH KIMLEY-HORN FOR CONSTRUCTION ADMINISTRATION SERVICES IN THE AMOUNT OF $90,900.00.

ROLL CALL VOTE: DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

8. RESOLUTIONS

a. Resolution No. CC-2024-34: A resolution authorizing the City of Stillwater to accept local funding from the 2024 State Homeland Security Program in the amount of $1,030,000 and to designate the State of Oklahoma, specifically the Oklahoma Office of Homeland Security, as the agent for the local share of grant funding for the purpose of funding planning and operational oversight costs of the Oklahoma Counter Terrorism Intelligence Center (OCTIC) and enhancing domestic violence extremist capabilities and program management; and authorizing the Mayor or Vice-Mayor to execute the Memorandum of Understanding

City Attorney Kimberly Carnley stated that for the past several years the City of Stillwater has participated in a memorandum of understanding with the State of Oklahoma Office of Homeland Security in regards to federal grant funding to support anti-terrorism programs. The federal grant requires 80% of funds to support local causes, and a local jurisdiction can request to assign the state as its agent for its local share for the purpose of funding these operations and programs which are coordinated by the state for the benefit of the local jurisdictions such as Stillwater. Approval of this resolution accepts local funding in the amount of $1,030,000 and assigns it to the Oklahoma Office of Homeland Security to fund planning and operational oversight costs of the Oklahoma Counter Terrorism Intelligence Center which may include funding for the fusion center analysts and program management and enhancing domestic violence extremist capabilities and program management.

Emergency Management Director Rob Hill answered Council's questions.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2024-34 AS PRESENTED.

ROLL CALL VOTE: DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

9. ORDINANCES

a. Second Reading

Ordinance No. 3547: An ordinance authorizing the restatement of the Lease Agreement and Operation and Maintenance Contract dated April 1, 1979, as heretofore amended, including the Extension of the Lease Term; providing for citizen initiated referendum of said Lease Agreement in accordance with Section 4-2 of the City Charter.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADOPT ORDINANCE NO. 3547 AS PRESENTED.

ROLL CALL VOTE: DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

10. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney: None.
b. Miscellaneous items from the City Manager:
    - Interim City Manager Brady Moore announced that on Monday, October 28 at 5:30 p.m. there will be study session at the Community Center to discuss short-term rentals.
    - Mr. Moore invited residents to save the date for November 16th, 2024, and join the City for the second volunteer day at Washington School. Volunteers are welcome from 9 a.m. to 1 p.m., and lunch will be provided by the Stillwater

Community Center Foundation. Staff is working on creating online volunteer registration and waiver forms. Volunteers will need to be dressed appropriately (closed toe shoes, etc.) Work will focus on cleaning up trees and yard waste; removal and breakdown of exterior breezeways and overall general exterior cleanup.

- Mr. Moore also announced that the City is accepting applications for various committees including the Stillwater Reinvestment Plan Implementation Policy Committee, also known as the Downtown TIF #3, and the Board of Adjustments. Committees are essential for increased development and infrastructure projects within our community. If anyone would like to get involved in their local government and help make Stillwater even greater please consider serving on one or more of these committees.

Miscellaneous items from the City Council:

- Councilor Hardin announced that LexiCon is back and better than ever. For those who do not know what LexiCon is it's the Stillwater Cultural District's free mini-comic convention for fans of comic books, science fiction, gaming of all types, cosplay, anime, and pop culture. Events are scheduled from Thursday, October 24th through Saturday, October 26th with the main event taking place on Saturday, 10 a.m. to 5 p.m.
- Councilor Clark asked residents to mark their calendars for Tuesday, October 29th, beginning at 4:30 p.m. for the fountain dyeing at Chris Salmon Plaza in celebration of OSU Homecoming Week. Also, in the same area, beginning at 5 p.m., is the Downtown Stillwater Halloween Festival. This is a spooktacular, family-friendly event for all ages. Halloween festivities include trick-or-treating at various downtown businesses and organizations, costume contest, and many vendors. Clark announced that the 103rd edition of America's Greatest Homecoming will include:
  - ✓ Walkaround on Friday, Nov. 1st, with street closures at 5 p.m.;
  - ✓ Sea of Orange Parade on Saturday, Nov. 2nd, at 9 a.m.; and
  - ✓ football game at 6 p.m.
- Councilor Hawkins invited residents to save the date and participate in the annual 2024 Parade of Lights and Tree Lighting event on Thursday, December 5th, 2024, at 6:30 p.m., in Downtown Stillwater. Stillwater Community Center, Visit Stillwater, and Downtown Association President Collett Campbell are accepting parade participant entry forms now and until Friday, November 15th at 5 p.m.
- Vice Mayor Dzialowski stated that the City currently has surveys being conducted for the neighborhood parks. If you utilize these specific spaces or live in neighborhoods near these parks, please participate in the short surveys. Also, she reminded residents to save the date now and plan to attend the community meeting on January 9, 2025, to provide input as the City develops a "vision plan" for parks, community spaces, and public facilities. These are the community's public parks and spaces, and the City wants to make sure they meet the needs of our residents and families.

i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE OCTOBER 21, 2024 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

ROLL CALL VOTE: DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

The October 21, 2024 regular meeting of the Stillwater City Council adjourned at 6:44 p.m.

WILLIAM H. JOYCE, MAYOR **STILLWATER CITY COUNCIL**	**TERESA KADAVY** **CITY CLERK**

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CITY COUNCIL SPECIAL MEETING
AND
PLANNING COMMISSION SPECIAL MEETING
JOINT STUDY SESSION MINUTES

OCTOBER 28, 2024
Community Center, Room 121
315 W. 8th
Stillwater, OK 74074
5:30 PM

PRESENT: **MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI, COUNCILORS CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN**

CHAIR JANA PHILLIPS, VICE CHAIR RILEY WILLIAMS, COMMISSIONER MIKE SHANAHAN, COMMISSIONER MARK PRATHER, COMMISSIONER DAVID PETERS

ABSENT: **NONE**

1. Call Meeting to Order

   Mayor Joyce called the meeting to order at 5:30 p.m.

2. General Orders

   A joint study session of the City Council and the Planning Commission to discuss and consider short term rentals in the City of Stillwater, including but not limited to possible discussion and presentation of statistics of residential short-term rentals within the City, including the number of licenses issued, code enforcement complaints and activity, tax collections attributable to residential short-term rentals, and possible discussion of the City's short-term rental code provisions which may include comparisons to similar code provisions for other Oklahoma cities and provide possible direction to staff regarding short-term rentals in the City of Stillwater. There will be no action taken on this item.

   Interim City Manager Brady Moore welcomed the public and he discussed the positive and negative impacts short-term rentals (STR) have on a community and the current process in the City code to regulate short-term rentals. He reported that the Planning Commission (PC) and public will share their experiences in dealing with STRs. Mr. Moore introduced Senior Assistant City Attorney Kim Payne as she works closely with the Planning Commission and the City Planning Department. He introduced City Planner Jacquelyn Porter.

City Planner Jacquelyn Porter presented STR data, current code and the process the City of Stillwater has for STR applications and how the City code compares with other cities. She also discussed the history of STR complaints and how the objection process works.

Assistant City Manager and Finance Director Christy Cluck presented the positive economic impact STRs have on the City of Stillwater.

Planning Commission Chair Jana Phillips presented the concerns and questions from the PC regarding objections and their role in approving or denying these STR applications when presented at a PC meeting.

Commissioner Shanahan stated that biggest issue is that the PC needs some kind of policy guidelines to help direct them when there is a Public Hearing regarding a STR objection.

Mayor Joyce asked why the City put a STR regulation in place.

City Planner Jacquelyn Porter explained that it varies in communities across the state from no regulations on STRs to strict regulations. The City of Stillwater implemented the STR process so residents living in residential zoned areas would know what was going on in their neighborhoods and be allowed to file an objection.

City Attorney Kimberly Carnley reported that at the State level there are no regulations on STRs, so it has been left up to local governments to determine the regulations that best meets the needs of each community. She reported that the history of the City's current provisions was to address residential zoning districts and that would be the zoning that a STR license would be required. Another primary concern was the local lodging industry because there are hotels already invested and paying lodging taxes, so regulation ensures that the City can capture that economic benefit to the City.

Mayor Joyce asked for clarification on if the STRs in commercial zoning that do not require a license, if their numbers were included or not in the economic impact chart STRs have on the City.

Assistant City Manager and Finance Director Christy Cluck stated that those numbers are hard to differentiate but yes, the STRs in the commercial zoning areas are included in those numbers with the best estimate possible.

Mayor Joyce stated that he assumes there are STRs operating in the zoning areas that do require a license and he asked if there is a way to track those STRs. He asked how the City can enforce licensing requirements.

City Planner Porter stated that currently there is not a process in place to track unlicensed STRs.

Senior Assistant City Attorney Kim Payne stated that code enforcement receives complaints from neighbors that a STR might be operating out of a house then code enforcement can investigate and make sure the owner applies for a STR license.

Councilor Clark stated that he is concerned that the City does not know where the commercial STRs are located mainly because of life safety and fire concerns.

3. Public Comment

<u>Gary Clark</u>, 320 Eyler Lane, stated his concerns that he feels the longtime residents are not being listened to and are ignored when they express their reasons for their objections to a STR in their neighborhoods. He asked how many STRs have been denied with objections that have been heard by PC and or City Council.

<u>Bob Graalman</u>, 2224 Sunset Drive, stated that STRs can change a neighborhood's dynamics and that over occupancy is hard to regulate and enforce.

<u>Mark Weiser</u>, 223 N. Old Hwy 51, stated his concerns are regarding enforcement of STR licensing and the consequences of not being licensed. He stated they abide by the rules, drive by their properties weekly and try to be good neighbors so he wishes there was a way to inspire other STR owners/operators to do the same.

<u>Denise Talley</u>, stated she understands the concerns of the neighborhoods regarding STRs, but they have figured out a way to monitor the renters of their STRs. They keep up their properties by mowing, driving by, etc. and the STRs have benefited her family by supplementing their income. She feels there needs to be a policy that penalizes STRs for not keeping up their properties and not going by the guidelines.

<u>Cristy Morrison</u>, with Visit Stillwater, 2617 W. 6th Ave., stated Visit Stillwater has done research and has a lot of data regarding STRs that would be helpful.

Councilor Hawkins stated that the City needs to find the balance and have some guardrails that will protect the neighborhoods and housing market. She stated that she thinks the City owes it to the community members to take into consideration on how STRs might impact their neighborhoods. She presented STR guidelines from other college football towns.

Vice Mayor Dzialowski stated she felt that maybe a cap or moratorium on STRs in neighborhoods close to campus would be very important. She requested staff get more data so the City can understand the issue better by understanding the types of visitors the City should be planning for and make a policy accordingly. Vice Mayor acknowledged the concerns of neighborhoods that STRs cause such as the integrity of the neighborhoods, parking, infrastructure, etc.

Mayor Joyce clarified with Mr. Gary Clark that he is not asking for a complete moratorium on all STRs in the Westwood Overlay but that he is just asking for enforcement of the current regulations.

Mayor Joyce stated that there are a few options, one is to continue what the City is doing which is a fairly low impact where a lot of time or money is not being spent on code enforcement. The City does not have the money or personnel to do much more than is being done now. If more

guidelines and regulations are put in place, then the City will absolutely have to increase fees and money will have to come from somewhere else to fund the increase in enforcement. Mayor stated he thinks that the City needs look at increasing the level of regulation around STRs and then figure out a way to enforce it.

City Attorney Kimberly Carnley stated that it is important to point out that the current code requires notices sent out to neighbors within 300' radius of the potential STR but anyone can file an objection or appeal. Staff is looking into limiting the objections or appeals to only the neighbors within the 300' radius. Ms. Carnley stated that the code does provide for suspension or revocation after the license has been issued with any violation of the code or State law.

Mayor Joyce stated that if the license is revoked how is that enforced to make sure it is no longer being used as an STR. If there is a regulation about STRs on the books, then the City has to have a process in place and truly enforce it.

Councilor Hardin stated that the data point that sticks out to him is that there are 150 STRs that the City knows about but 500 or so not known about. He said that the City needs to get a handle on that gap and figure out how many STRs there are and where they are located.

Vice Mayor Dzialowski asked the PC what other guidance would be helpful to them as staff considers changes to the ordinance.

Commissioner Riley Williams stated that what is tough for him is when Stillwater residents are objecting to an STR and the PC rules in favor of the applicant which lives out of town. He stated that having someone living in Stillwater that is directly responsible for the property is important.

Commissioner Mike Shanahan stated he agrees with Mr. Williams' comment. He suggested it would help having the requirement that the person has to be an owner occupant of the house.

Chair Jana Phillps stated that she would like to see some consideration given to safety around the schools.

Mayor Joyce stated that if any Councilor or Commissioner has a genuine concern about a STR application they should use their discretion and vote no. These applications do not have to be approved.

Commissioner Shanahan stated that this discussion has given the PC some degree of authority to make discretionary approvals.

City Attorney Kimberly Carnley stated that as long as the reason for denial or approval is not applied arbitrary or capricious and the reason is set forth in the record for the decision.

Commissioner Prather stated that the PC asks the same questions at a STR objection hearing so it might be helpful if those questions were addressed on the initial application such as how many people are allowed, how many vehicles, minimum number of nights, etc. If these items are claimed by the applicant in writing it might be beneficial for enforcement and if violations occur then the STR license is revoked.

Senior Assistant City Attorney Kim Payne stated that when there is a public hearing for a STR application it is the same questions the PC likes to ask the applicant. She stated she would propose looking into adding these items to the initial application. Ms. Payne stated the this would give the applicant time to think about these issues and the PC can make a better decision.

Chair Phillips stated that it would be beneficial to be able to see a map of how many STRs are in a neighborhood and maybe STRs could be limited in each area. She stated this could also maybe help keep the price of houses from skyrocketing in certain neighborhoods.

<u>Mark Weiser</u> stated that it would help to require the STR license number to be posted on public postings. He suggested adding to the ordinance that any advertisements must have the license number listed, so if code enforcement sees a listing on AirBnB without a license number, then they would know that this STR is in violation.

Mayor Joyce stated that he thought this was a good idea and that he would like to see the STRs in Commercial Zoning get a permit, then they could list their permit number in advertisements and the City could better track them as well.

Interim City Manager Brady Moore explained the next steps in drafting revisions for this ordinance. He stated that with staff having a lot of work to do on this item, it would probably be brought back to Council as a discussion item before making any draft revisions.

City Attorney Kimberly Carnley stated that it sounds like more data points need to be presented and improvements to the code to address the regulations, application process, and a secondary piece regarding enforcement. She stated if Council and PC think this is a good next step, staff will work on that.

Mayor Joyce reported that unfortunately this will be a slow process and he realizes there are pending applications and issues of concern while this process is being reviewed and addressed.

4. Adjourn

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE OCTOBER 28, 2024 SPECIAL MEETING JOINT STUDY SESSION OF THE STILLWATER CITY COUNCIL AND PLANNING COMMISSION.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
ROLL CALL VOTE: PHILLIPS-YEA, WILLIAMS-YEA, SHANAHAN-YEA, PRATHER-YEA, PETERS-YEA.
NAY-NONE. MOTION CARRIED WITH TEN YEA VOTES.

The October 28, 2024 Special Meeting Joint Study Session of the Stillwater City Council and Planning Commission adjourned at 7:09 p.m.

____________________________________	______________________________
WILLIAM H. JOYCE, MAYOR **STILLWATER CITY COUNCIL**	**TERESA KADAVY** **CITY CLERK**

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 4, 2024

Agenda Item:	4.b. CC-24-128
Previous/Related Action:	April 2023 - Public Hearing for Community suggestions for Community Development Block Grant Small Cities (CDBG-SC) projects and project selected was the fire sprinkler retrofit at the Stillwater Public Library. June 2023 - Council authorized staff to apply for the CDBG 2023 SC application and authorized leverage of funds and budget appropriations. July 2024 - Council accepted the Ok. Department of Commerce contract for CDBG 19186 SC.
Background/Issue:	Annually, the City of Stillwater has the opportunity to partner with Ok. Department of Commerce (ODOC) to make an application for the Community Development Block Grant-Small Cities (CDBG-SC) grant which is financed through Housing & Urban Development (HUD). For the 2023 grant cycle, a community project to retrofit and improve the fire sprinkler system at the Stillwater Public Library was selected. The CDBG-SC grant amount is $222,500 and the City's match is $222,500 for a grant total of $445,000.
Proposal/Solution:	Due to the public safety and community assets in the Library, a Request for Qualifications (RFQ) was sent out to seek a professional fire engineering firm for evaluation, design and project assistance. The firm of Rated Engineering, PLLC was selected. Rated Engineering evaluated and designed the retrofit. The design and specifications were placed for bid and one (1) bid was received from VSC Fire & Security, Inc., for base bid with alternatives, in the amount of $345,740. Staff also recommends a 15% contingency of $51,861 for a total of $397,601. This amount is $47,399 below the grant total of $445,000.
Financial Source/Impact:	Funding previously approved and appropriated.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY #4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • Award bid #32-204 to VCS Fire & Security, Inc for

	$345,740; • Approve 15% contingency in the amount of $51,861; • Authorize City Manager to execute the contract and related documents; and • Authorize Mayor, as Elected Official, and City Manager, as Authorized Official, to execute appropriate grant related documents.
Prepared By:	Cindy Gibson, Admin. Svcs. Mgr. Shelly Crynes, Grants Manager Stacy Delano, Library Director
Reviewed By:	Jeff Mathews Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. Bid Tabulation by Line Item Spreadsheet
2. Supplier Response (VSC FIRE & SECURITY, INC)
3. Library Continued Operation Plan w_Floor Plan 10.2024

Event Number	32-2024 Addendum 2	**Organization**	City of Stillwater
Event Title	CDBG (Community Development Block Gra	**Workgroup**	Purchasing
Event Description	Notice is hereby given that the City of Stillw	**Event Owner**	John McClenny
Event Type	IFB	**Email**	john.mcclenny@stillwater.org
Issue Date	9/21/2024 06:00:01 AM (CT)	**Phone**	
Close Date	10/16/2024 03:00:00 PM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
VSC FIRE & SECURITY, INC	Richmond	VA	10/16/2024 09:25:42 AM (CT)	5	$306,923.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

32-2024 Addendum 2
VSC FIRE & SECURITY, INC
Supplier Response

Event Information

Number:	32-2024 Addendum 2
Title:	CDBG (Community Development Block Grant) 19186 SC 23 Project for Stillwater Public Library Fire Sprinkler System Retrofit
Type:	Invitation For Bid
Issue Date:	9/21/2024
Deadline:	10/16/2024 03:00 PM (CT)
Notes:	Notice is hereby given that the City of Stillwater, Oklahoma, hereinafter called the “Owner” will receive sealed bids on a federally assisted project via our online portal:

https://stillwater.ionwave.net/Login.aspx

Until 3:00 pm, Wednesday, October 16th, 2024, for:

Bid #32-2024
CDBG (Community Development Block Grant) 19186 SC 23
Stillwater Public Library Sprinkler System Retrofit

Mailed, emailed, and faxed bids will not be accepted. Bids will be publicly opened at 3:00 pm and read aloud by the City Clerk at the Municipal Building, Conference Room 1112 B, 723 South Lewis, Stillwater, Oklahoma 74074.

Any bid received more than 96 hours (excluding Saturday, Sunday, and Holidays) before the time set for the opening, or any bid so received after the time set for the opening of bids, shall not be received. It shall not be considered and shall be sent back to the sender unopened.

Bids will be sent to City staff for evaluation. The City Council may award the “lowest responsible bidder”. The City Council reserves the right to reject any or all bids and to waive the technicalities in the bidding process. No bid may be altered, withdrawn, or resubmitted within 60 days after the date set for the opening of bids.

There will be a MANDATORY pre-bid meeting at 3:30 PM, Wednesday, October 2, 2024, at the Stillwater Public Library, 1107 S Duck St, Stillwater, OK 74074. Anyone that intends to submit a bid is REQUIRED to attend this meeting.

Bids must include assurances that the following provisions will be complied with:

1. Federal Labor Standards Provisions - US Department of Labor, 29 CFR 5; Subpart A - Davis-Bacon Act for the use of the appropriate Davis-Bacon prevailing wage rate(s) for the county and state in which the project is located; and Subpart B, Fringe Benefit Provisions.
2. HUD Section 3, 24 CFR Part 75 – public construction projects assisted under HUD programs that provide financial assistance when the total amount of HUD assistance to the project exceeds a minimum funding threshold at $200,000 requires that to the greatest extent feasible opportunities for training and employment be provided to lower-income residents of the project area and contracts for work in a substantial part by persons residing in the area of the project.
3. Section 109 - of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin, sex, religion, age, disability, or family status be excluded from participation in, be denied the benefits of, or be subjected to discrimination.
4. Non-Segregated Facilities - Certification that assures the bidder does not maintain or provide any segregated facilities.
5. Executive Order 11246 - Equal Employment Opportunity (EEO); provisions require affirmative action and prohibits federal contractors from discriminating on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority owned business and women owned businesses to bid on the project.
7. Circular 570 - Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.
8. SAM.gov Registration – Bidders must be registered as active in SAM.gov with no exclusions in order to bid on and receive a federally assisted contract.
9. Build America, Buy America Act (BABA) - Enacted in the Infrastructure Investment and Jobs Act requires all IRON AND STEEL used in federally assisted infrastructure projects costing over $250,000.00 must be produced in the United States.
*CDBG State Program Note - HUD established a BAP Phased Implementation Waiver for its programs based on the date when funds were obligated to the state. Iron and Steel, effective 2023; Specifically Listed Construction materials added 2024; Not Listed Construction Materials and Manufactured Products add 2025.

The Owner reserves the right to reject any or all bids, waive any irregularities or technicalities without assigning reason therefore, and to make the award in the best interest of the owner. Bid must be awarded to the lowest, responsive, and responsible bidder pursuant to the Oklahoma State Competitive Bidding Act of 1974 as amended.

Specifications and Bid Documents are on file with the Owner and are available via our online bid portal. To view and download the bid documents and/or submit a bid, interested contractors must register under “Supplier Registration” with the City’s online portal:

https://stillwater.ionwave.net/Login.aspx

Any questions regarding this Notice or the proposal documents should be directed to John McClenny 405.742.8233 or john.mcclenny@stillwaterok.gov.

INFORMATION FOR BIDDERS

Bids will be received by the City of Stillwater (herein called the "Owner") via our online bid portal:

https://stillwater.ionwave.net/Login.aspx

until 3:00 p.m., CST/CDST, Wednesday, October 16th, 2024. Bids will be publicly opened at 3:00 pm and read aloud by the City Clerk at the Municipal Building, Conference Room 1112 B, 723 South Lewis, Stillwater, Oklahoma 74074.

Each bid must be submitted via our online bid portal. Mailed, emailed, and faxed bids will not be accepted.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in.

All bidders must be registered as active with no exclusions in SAM.gov and must provide printed evidence from the SAM.gov system with their bid. Any bid that does not provide this will be rejected as an incomplete bid.

All bidders will self-certify as not debarred by the USDOL. The Owner will also certify to perform a debarment review.

All bidders must provide the certification to comply with the Infrastructure Investment and Jobs Act requiring Buy American Preference (BAP) for “all iron and steel” effective for 2023 CDBG contract awards and forward, and “specifically listed construction materials” effective for FY24 CDBG contracts and forward, and “not listed construction materials” and “manufactured products” effective for FY25 and forward used in federally assisted infrastructure projects over $250,000 must be produced in the United States. Any request for substitute or “or equal” shall include the Manufacturer’s Certification of compliance with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L.177-58.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves on the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids have been submitted, no bidder shall assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Prior to bidding, the Owner shall provide bidders with all information that is pertinent to and delineates and describes the land owned and rights- of-way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of this contract.

Each bid (100,000.00 or more) must be accompanied by a bid bond payable to the Owner for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond and/or statutory bond have been executed and approved, after which will be returned.

A certified check may be used in lieu of the bid bond. Certified checks must be received by City Clerk’s office, 723 S. Lewis, Stillwater, Oklahoma 74074 prior to the bid opening date and time.

A performance bond and a payment/statutory bond, each in the amount of 100 percent of the contract price and each with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified copy of their Power of Attorney bearing the effective date.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and statutory bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, statutory bond and agreement signed by the party to whom the agreement was awarded, shall sign the agreement, and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

A condition or qualified bid will not be accepted. Award will be made to the lowest responsible bidder.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including, specifically, the provisions of the Equal Opportunity Clause set forth in the Supplemental General Conditions.

Further, all products must meet BABA requirements. Contractor shall include Manufacturer's Certification for BABA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that Manufacturer will comply with BABA must be included with the bid submission. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation. Engineer/Architect approval of shop drawings or samples shall include review of BABA documentation. Contractor shall certify upon completion that all work and materials have complied with BABA requirements.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Installation of materials or products that are not compliant with BABA requirements shall be considered defective work. Contractor should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

By submission of an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABA requirements.

When alternate bids are taken, they will be listed in numerical order with the highest priority being number one, second priority being number two, etc. When alternates are used, the low bidders will be selected by the lowest and best bid, considering all bids, which include the selected alternate bids. The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner.

There will be a MANDATORY pre-bid meeting at 3:30 PM, Wednesday, October 2, 2024, at the Stillwater Public Library, 1107 S Duck St, Stillwater, OK 74074. Anyone that intends to submit a bid is REQUIRED to attend this meeting.

SPECIAL NOTES TO BIDDERS:
As a part of the bid on this project, the successful bidder will be required to meet all requirements of the Oklahoma Underground Facilities Damage Prevention Act, §63-142, OKIE 811, when engaged in work within the public right-of-way in the same manner as in private right-of-way.

Contact Information

Contact: John McClenny
Address: 723 S. Lewis Street
Stillwater, OK 74074
Email: john.mcclenny@stillwater.org

VSC FIRE & SECURITY, INC Information

Contact: Jose Lopez
Address: 1800 BAYBERRY CT STE 200
Richmond, VA 23226
Phone: (918) 258-9675
Email: JoseLopez@vscfire.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jose Lopez	JoseLopez@vscfire.com
Signature	*Email*

Submitted at 10/16/2024 09:25:42 AM (CT)

Requested Attachments

Bid Bond (5%) — 1. Bid Bond.pdf

<div>Required Bid Bond shall be made payable to the Owner (“City of Stillwater”) for the sum of 5% of the Bidder’s bid total. - Upload bond document from your surety company.</div>

Business Relationship Affidavit — 2. Business Relationships Affidavit.pdf

Required by the Oklahoma Competitive Bidding Act, 61 O.S. 108 - Complete and upload.

Non-Collusion Affidavit — 3. Non Collusion Affidavit.pdf

Required by the Oklahoma Competitive Bidding Act, 61 O.S. 108 - Complete and upload.

Certificate of Non-Discrimination — 4. Certificate of Non Discrimination.pdf

Required City of Stillwater project document - Complete and upload.

Contractor Qualifications Statement — 5. Contractor Statement of Qualifications.pdf

Required City of Stillwater project document - Complete and upload.

404.5 2023-24_Section-3 Business-Concern-Self-Cert. — 6. Business Concern Certification.pdf

Required CDBG project document - Complete and upload.

404.6 2023-24_Section-3 Contractor-Estimated-Workforce-Breakdown-Form — 7. Contractor Est. Workforce Breakdown.pdf

Required CDBG project document - Complete and upload.

404.7 2023-24_Section 3 Affirmative Action Plan-Contractor — 8. Contractor Affirmative Action Plan.pdf

Required CDBG project document - Complete and upload.

407.2 2023-24_Contractor Debarment Review Certification — 9. Contractor Self Cert. of No Debarment.pdf

Required CDBG project document - Complete and upload.

407.6 2023-24_Bidder BABA Certification Form — 10. Community Development Block Grant.pdf

Required CDBG project document - Complete and upload.

408.1 2023-24_Contractor Payroll Certification — 11. Contractor Payroll Cert.pdf

Required CDBG project document - Complete and upload.

408.2 2023-24_Contractor Appointing Payroll Officer

12. Contractor Payroll Appointing Officer.pdf

Required CDBG project document - Complete and upload.

Bid Attributes

1	**Bidder's Exact Legal Name:** (Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; <u>not</u> simply a DBA) Jose Lopez
2	**Bidder's email address:** joselopez@vscfire.com
3	**Project Manual** I have read, understand, and agree to all of the requirements, drawings, specifications, terms, and conditions contained in the project manual. ☑ Yes
4	**Authorization to Submit** I certify that I am duly authorized to submit this bid on behalf of the bidder. Enter your name, title, phone number, and email below: Jose Lopez, Fire Sprinkler Sales, 405-802-0220, joselopez@vscfire.com
5	**Addendum #1 Confirmation** I have received, read, and understand Addendum #1 - Davis Bacon Wage Determination ☑ Yes
6	**Addendum #2 Confirmation** I have received, read, and understand Addendum #2 ☑ Yes

Bid Lines

1	Base Bid Quantity: 1 UOM: Lump Sum Price: $302,123.00 Total: $302,123.00 Item Notes: SPRINKLER SYSTEM RETROFIT PER PLANS AND SPECIFICATIONS. Supplier Notes: Total Bid for demo the existing system, installing 2 new wet sprinkler system.
2	Add Alternate #1 - Fire Alarm Bid Option *(Line excluded from response total)* Quantity: 1 UOM: Lump Sum Price: $4,500.00 Total: $4,500.00 Item Notes: PROVIDE FLOOR CONTROL VALVE MONITORING FOR EACH OF (3) FLOOR CONTROL VALVES IN THE NORTH BUILDING. Supplier Notes: To monitor the alarm valves on each floor, the cost would be $4,500.00 on top of our base bid.

3	Add Alternate #2 - Floor Control Valve Assemblies *(Line excluded from response total)* Quantity: 1 UOM: Lump Sum Price: $18,885.00 Total: $18,885.00 Item Notes: PROVIDE FLOOR CONTROL VALVES FOR EACH FLOOR IN THE NORTH BUILDING. Supplier Notes: To include control valves on each floor the cost would be $18,885.00 on top of our base bid.
4	Add Alternate #3 - Firewatch Quantity: 1 UOM: Lump Sum Price: $4,800.00 Total: $4,800.00 Item Notes: CONTRACTOR MUST PROVIDE FIREWATCH DUTIES IN ACCORDANCE WITH IFC § 901.7 DURING SPRINKLER SYSTEM OUTAGE THROUGHOUT OCCUPIED PORTIONS OF THE BUILDING AT ALL TIMES WHEN THE FIRE SPRINKLER SYSTEM PROTECTING THAT OCCUPIED PORTION IS OUT OF SERVICE. Supplier Notes: This fire watch cost would be $4,800.00 on top of our base bid.
5	Add Alternate #4 - Moving *(Line excluded from response total)* Quantity: 1 UOM: Lump Sum Price: $15,432.00 Total: $15,432.00 Item Notes: CONTRACTOR MUST RETAIN A MOVING COMPANY WITH LIBRARY MOVING EXPERIENCE. PRICE THIS BID OPTION TO INCLUDE RELOCATION OF 25% OF THE EXISTING LIBRARY INVENTORY TO THE NORTH BUILDING PRIOR TO CONSTRUCTION AND RELOCATION OF THIS INVENTORY BACK TO THE SOUTH BUILDING AFTER CONSTRUCTION. Supplier Notes: The moving company cost would be $15,432.00 on top of our base bid.

Response Total: $306,923.00

Library staff believe it can continue most of its services during the project. Staff appreciate guidance from John McClenney and Shelly Crynes (Finance); Cindy Gibson, Jeff Matthews, and Jimmy Fairbanks (Developmental Services); Roy Lavicky (IT); Dustin Portman (SFD); and Stephanie Kinder (Community Center); and the assistance of the library's many partners for ensuring the continuation of the community's information resources.

Phase 1 (North Building): 2-3 months

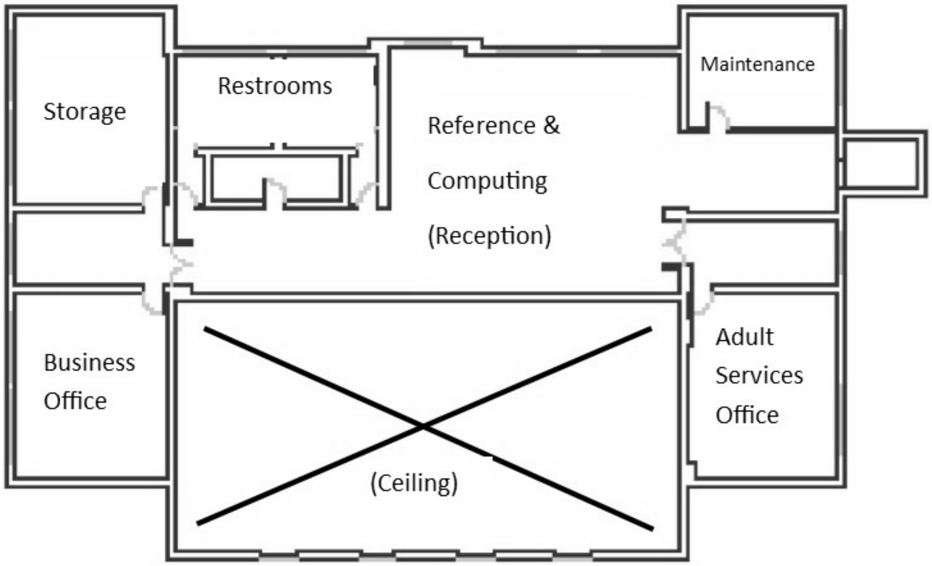
Phase 1, replacement of North building system, will have a **low impact** on patrons and staff.

- Technical Services staff will move to Archives Room in South Building
- Per Stillwater Literacy Council, impact on its organization is minimal in the winter
- Friends of the Library will sort and store books in Archives Room
- Limited meeting space for public
    - Room 138 (capacity 12) in South building for small meetings and studying
    - Larger meeting referred to Community Center
    - OSU-OLLI was notified this summer and made alternate plans
- Offsite Programming
    - Smaller programs will be held in Room 138 in the South building
    - Children's Services will hold storytimes and smaller programs in storytime room
    - Larger programs will be held at partner sites, Community Center, and Armory
    - Community Center will host AARP Tax Assistance

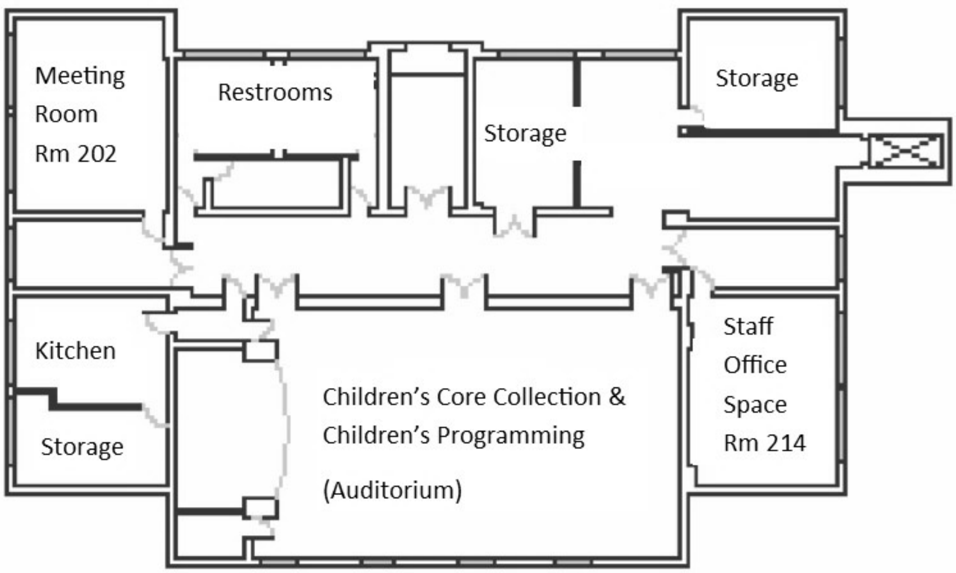
Phase 2 (South Building): 2-3 months

Phase 2, replacement of the South building (main library) system, will have a **moderate impact** on patrons and staff. Staff will create a temporary library in the North building. Please see attached map.

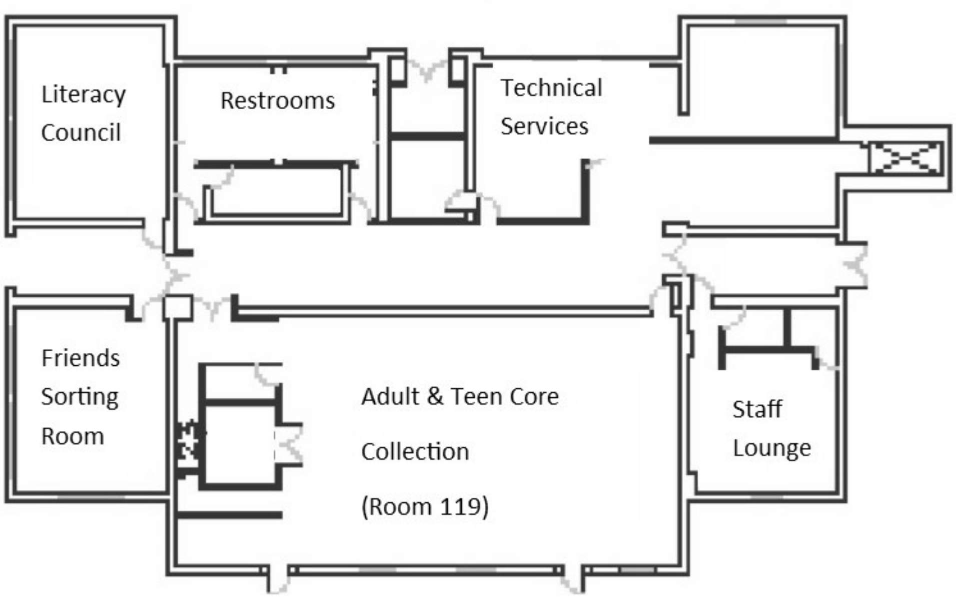
- Core collection of books
    - 25% of volumes will be browsable in Room 119 and Auditorium
    - Remainder of collection will be pulled for patrons by request, if staff are allowed South building access
    - North lobby will serve as entry and will house checkout/book return area
    - More fragile special collection items will move to North building storage
- Patron and staff networks will move to Technical Services office
- Room 202 (capacity 36) will be used for meetings and studying; larger meetings will be referred to Community Center
- Programming & Outreach
    - Children's programming will be held in Auditorium
    - Adult programming will be held at Community Center and partner sites
    - Staff not needed in the library will offer offsite programming, outreach services, and Libby tutorials



Third Floor, North Building



Second Floor, North Building



First Floor, North Building

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 4, 2024

Agenda Item:	4.c. CC-24-129
Previous/Related Action:	• CC-23-115, July 10, 2023: Amendment to PSA with McFarland for Terminal Design. • Resolution CC-23-22, July 10, 2023: authorization and approval of applications for FY24 FAA funds and FY24 OEC funds. • Resolution CC-24-16, May 20, 2024: authorization and approval of application for 2024 BIL Airport Terminals Program • CC-23-155, October 2, 2023: Selection of Lippert Bros. as CMAR for Terminal, parking and parking access road. • CC-24-97, July 15, 2024: Approved the award of contracts by CMAR for Terminal Construction Work Package. • CC-24-106, August 5, 2024: Approval of amendment with McFarland Architects • CC-24-107, August 5, 2024: Approve Amendment No. 1 to the CMAR Agreement for the Terminal Construction and conversion to GMP
Background/Issue:	In order to provide additional right-of-way for public access and utilities which are needed to make way for the Terminal, Parking and Parking Access Road Project, certain tracts of City-owned property must be dedicated to the public.
Proposal/Solution:	Staff has acquired the necessary services from Olsson Engineers to identify three (3) tracts of City-owned land, titled as Parcels 1.1, 2.1 and 3.1 in the attachments and generally located along and off of West Airport Road. These tracts of land provide the necessary ROW to support the parking access service road and round-a-bout planned for the Terminal Project.
Financial Source/Impact:	Funding for this acquisition is not required.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the Deeds of Dedication for Parcels 1.1, 2.1 and 3.1, described in the attachments, and authorize the Mayor to execute the necessary documents.
Prepared By:	Candy Staring, Engineering Dir.

Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. Parcel 1.1, 2.1 ASSEMBLED
2. Parcel 3.1 ASSEMBLED

DEED OF DEDICATION-PERMANENT RIGHT OF WAY
(Corporate Entity)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, THE CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL CORPORATION by Will Joyce, its Mayor, the owner
Corporate Name Signatory Name Corporate Officer

of the legal and equitable title to the following described real estate situated in the City of Stillwater, Payne County, Oklahoma, to wit:

A strip, piece or parcel of land lying in a part of the Northwest 1/4 of Section 3, Township 19 North, Range 2 East, Payne County, State of Oklahoma

for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Stillwater, Oklahoma and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby dedicate to the City of Stillwater for the benefit of the public, forever, the following described property, to wit:

See Attached EXHIBIT "A" - LEGAL DESCRIPTION - PARCEL 1.1

See Attached EXHIBIT "A" - LEGAL DESCRIPTION - PARCEL 2.1

together with all the improvements thereon and appurtenances there-unto belonging.

TO HAVE TO HOLD such property unto the City of Stillwater, its successors and assigns, forever.

DATED this ___ day of __________________________ 2024.

THE CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL CORPORATION
Corporate name

By ______________________________
Title/Position Mayor Will Joyce

State of Oklahoma)
) ss.
County of Payne)

Before me, the undersigned Notary Public, in and for said County and State, on this _____ day of ____________________, 2024, personally appeared Will Joyce, known to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as the owner's (title/position) Mayor and as the free and voluntary act and deed of such corporate entity for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires: ___________________ __________________________
Notary Public

NOW on the ____ day of ________ , 2024, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and on behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantors this delivered permanent right of way and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

Mayor

(SEAL)
Attest:

City Clerk

Approved as to form and legality:

City Attorney

PARCEL 1.1
RIGHT-OF-WAY
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Northwest 1/4 of Section 3, Township 19 North, Range 2 East, Payne County, State of Oklahoma, being more particularly described as follows.

Commencing at the Northwest corner of said Northwest 1/4; thence, a distance of 1,888.27 feet, N89°32'00"E (being the basis of bearings for this description) along the North line of said Northeast 1/4; thence, a distance of 39.24 feet, S00°28'00"E to a point on the Southerly Present Right-of-Way line for West Airport Road, said point being the Point of Beginning; thence, S43°30'05"W, a distance of 172.46 feet; thence, S34°25'56"W, a distance of 50.75 feet; thence, S43°30'05"W, a distance of 152.54 feet; thence, along a curve to the left having a radius of 160.00 feet, an arc length of 183.79 feet, a chord bearing of S10°35'41"W, and a chord length of 173.85 feet; thence, S22°18'43"E, a distance of 243.93 feet; thence, along a curve to the right having a radius of 560.00 feet, an arc length of 401.38 feet, a chord bearing of S01°46'42"E, and a chord length of 392.84 feet; thence, S18°45'18"W, a distance of 25.89 feet; thence, along a curve to the left having a radius of 289.97 feet, an arc length of 328.57 feet, a chord bearing of S13°42'09"E, and a chord length of 311.27 feet, to a point on the Easterly Present Right-of-Way line for North Airport Industrial Access Road; thence, N46°09'37" W along said Easterly Present Right-of-Way line for North Airport Industrial Access Road, a distance of 174.74 feet; thence, continuing along said Easterly Present Right-of-Way line for North Airport Industrial Access Road on a curve to the right having a radius of 260.00 feet, an arc length of 102.57 feet, a chord bearing of N34°51'33"W, and a chord length of 101.90 feet; thence, N23°33'28"W continuing along said Easterly Right-of-Way line for North Airport Industrial Access Road, a distance of 212.02 feet; thence, along a curve to the left having a radius of 110.00 feet, an arc length of 109.27 feet, a chord bearing of S52°00'59"E, and a chord length of 104.84 feet; thence, S80°28'30"E, a distance of 7.82 feet; thence, along a curve to the right having a radius of 400.00 feet, an arc length of 24.37 feet, a chord bearing of N17°00'35"E, and a chord length of 24.37 feet; thence, N18°45'18"E, a distance of 6.14 feet; thence, along a curve to the left having a radius of 450.00 feet, an arc length of 322.54 feet, a chord bearing of N01°46'42"E, and a chord length of 315.68 feet; thence, N22°18'43"W a distance of 74.20 feet; thence, S70°17'14"W, a distance of 195.67 feet, to a point on said Easterly Present Right-of-Way line for North Airport Industrial Access Road; thence, N23°33'28"W along said Easterly Present Right-of-Way line for North Airport Industrial Access Road, a distance of 14.12 feet; thence, continuing along said Easterly Present Right-of-Way line for North Airport Industrial Access Road on a curve to the right having a radius of 260.00 feet, an arc length of 71.31 feet, a chord bearing of N15°41'59"W, and a chord length of 71.09 feet; thence, N70°17'14"E, a distance of 187.78 feet; thence, N22°18'43"W, a distance of 73.68 feet; thence, along a curve to the right having a radius of 270.00 feet, an arc length of 153.46 feet, a chord bearing of N06°01'47"W, and a chord length of 151.40 feet to a point along said Easterly Present Right-of-Way line for North Airport Industrial Access Road; thence, N43°23'42"E along said Easterly Present Right-of-Way line for North Airport Industrial Access Road, a distance of 375.95 feet; thence, continuing along said Easterly Present Right-of-Way line for North Airport Industrial Access Road on a curve to the right having a radius of 260.00 feet, an arc length of 161.87 feet, a chord bearing of N61°13'49"E, and a chord length of 159.26 feet to the point of beginning.

Said parcel of land containing 148,761 square feet, or 3.42 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on April 10th, 2024.

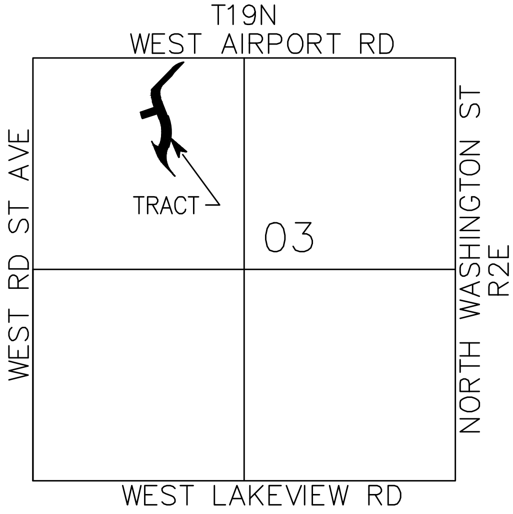
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 10th day of April 2024.

LICENSED PROFESSIONAL LAND SURVEYOR
DANIEL A.
McPEEK
2029
OKLAHOMA

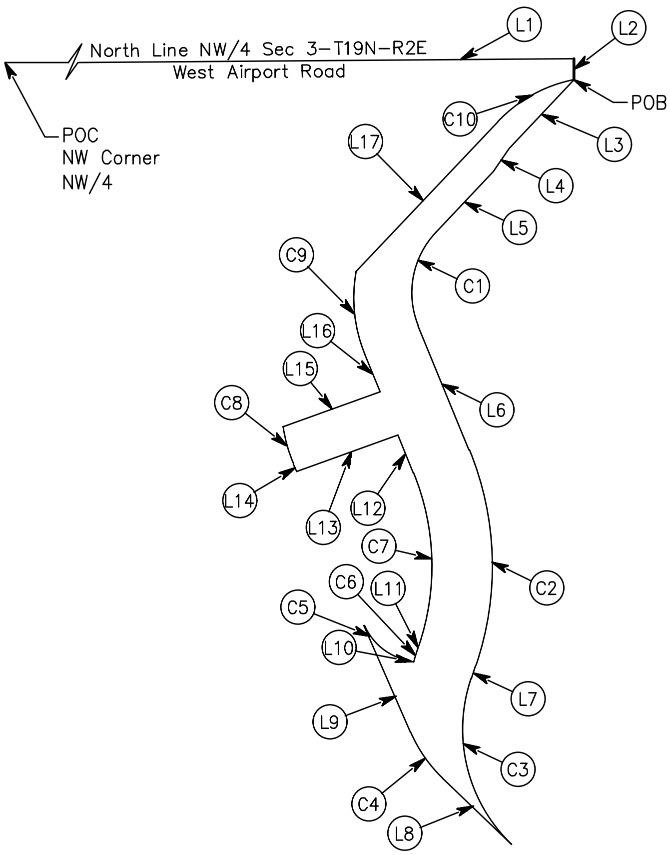
Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 8/31/2024.



Parcel No.: 1.1 Right of Way
City Project No: 22T27030

Tract Area	0	S.F.	0.00	Acres
Existing R/W	0	S.F.	0.00	Acres
Proposed R/W	148,760.72	S.F.	3.42	Acres
Rem in Tract	0	S.F.	0.00	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	0	S.F.	0.00	Acres

1"=350'



LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N89°32'00"E	1888.27'	L10	S80°28'30"E	7.82'
L2	S00°28'00"E	39.24'	L11	N18°45'18"E	6.14'
L3	S43°30'05"W	172.46'	L12	N22°18'43"W	74.20'
L4	S34°25'56"W	50.75'	L13	S70°17'14"W	195.67'
L5	S43°30'05"W	152.54'	L14	N23°33'28"W	14.12'
L6	S22°18'43"E	243.93'	L15	N70°17'14"E	187.78'
L7	S18°45'18"W	25.89'	L16	N22°18'43"W	73.68'
L8	N46°09'37"W	174.74'	L17	N43°23'42"E	375.95'
L9	N23°33'28"W	212.02'			

CURVE TABLE					
C #	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	160.000	065°48'48"	183.79	173.85	S10°35'41"W
C2	560.000	041°04'01"	401.38	392.84	S01°46'42"E
C3	289.936	064°55'52"	328.57	311.27	S13°42'09"E
C4	260.000	022°36'09"	102.57	101.90	N34°51'33"W
C5	110.000	056°55'02"	109.27	104.84	S52°00'59"E
C6	400.000	003°29'27"	24.37	24.37	N17°00'35"E
C7	450.000	041°04'01"	322.54	315.68	N01°46'42"W
C8	260.000	015°42'52"	71.31	71.09	N15°41'59"W
C9	270.000	032°33'52"	153.46	151.40	N06°01'47"W
C10	260.000	035°40'12"	161.87	159.26	N61°13'49"E

NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE NORTH LINE OF THE NW/4 OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 2 EAST AS N89°31'60"E.

2. SEE PARCEL 1.1 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 8/31/2024

PARCEL 2.1
RIGHT-OF-WAY
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Northwest 1/4 of Section 3, Township 19 North, Range 2 East, Payne County, State of Oklahoma, being more particularly described as follows.

Commencing at the Northwest corner of said Northwest 1/4; thence, a distance of 1739.91 feet, on a bearing of N89°32'00"E (being the basis of bearing for this description) along the North line of said Northwest 1/4 to the Point of Beginning; thence, N89°32'00"E continuing along said North line of the Northwest 1/4, a distance of 23.01 feet; thence, S44°01’13”W, a distance of 6.73 feet to the Northerly Present Right-of-Way line for North Airport Industrial Access Road; thence, along said Northerly Present Right-of-Way line for North Airport Industrial Access Road on curve to the left with a radius of 340.00 feet, an arc length of 87.27 feet, a chord bearing of S50°44’53”W, and a chord distance of 87.03 feet; thence, S43°23’42”W along said Northerly Present Right-of-Way line for North Airport Industrial Access Road, a distance of 73.48 feet; thence, N46°29’55”W, a distance of 5.64 feet; thence, N43°29’39”E, a distance of 150.57 feet to the Point of Beginning.

Said parcel of land containing 1,176 square feet, or 0.03 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on April 10th, 2024.

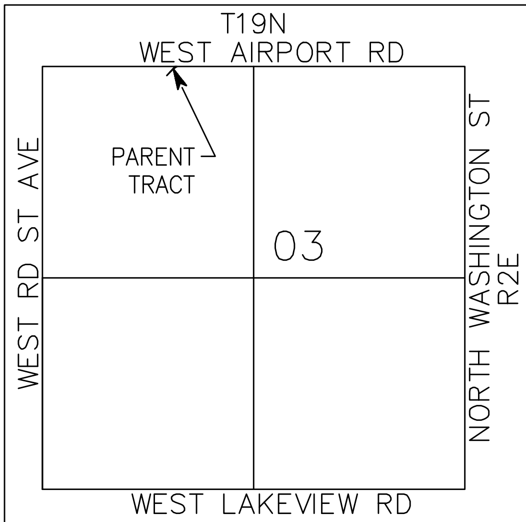
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 10th day of April 2024.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 8/31/2024.

Page 1 of 3



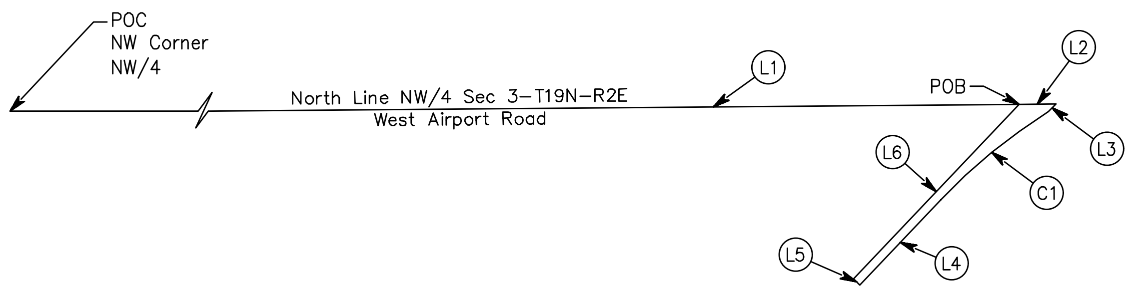
Parcel No.: 2.1 Right of Way
City Project No: 22T27030

Tract Area	0	S.F.	0.00	Acres
Existing R/W	0	S.F.	0.00	Acres
Proposed R/W	1176.48	S.F.	0.03	Acres
Rem in Tract	0	S.F.	0.00	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	0	S.F.	0.00	Acres

1"=120'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N89°32'00"E	1739.91'	L4	S43°23'42"W	73.48'
L2	N89°32'00"E	23.01'	L5	N46°29'55"W	5.64'
L3	S44°01'13"W	6.73'	L6	N43°29'39"E	150.57'

CURVE TABLE					
C #	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	340.000	014°42'21"	87.27	87.03	S50°44'53"W



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE NORTH LINE OF THE NW/4 OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 2 EAST AS N89°31'60"E.

2. SEE PARCEL 1.1 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 8/31/2024

04/10/2024

DEED OF DEDICATION-PERMANENT RIGHT OF WAY

(Corporate Entity)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, THE CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL CORPORATION by Will Joyce, its Mayor, the owner
Corporate Name Signatory Name Corporate Officer

of the legal and equitable title to the following described real estate situated in the City of Stillwater, Payne County, Oklahoma, to wit:

A strip, piece or parcel of land lying in a part of the Southwest 1/4 of Section 34, Township 20 North, Range 2 East, Payne County, State of Oklahoma

for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Stillwater, Oklahoma and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby dedicate to the City of Stillwater for the benefit of the public, forever, the following described property, to wit:

See Attached EXHIBIT "A" - LEGAL DESCRIPTION - PARCEL 3.1

together with all the improvements thereon and appurtenances there-unto belonging.

TO HAVE TO HOLD such property unto the City of Stillwater, its successors and assigns, forever.

DATED this ___ day of ____________________________ 2024.

THE CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL CORPORATION
Corporate name

By ________________________________
Title/Position Mayor Will Joyce

State of Oklahoma)
) ss.
County of Payne)

Before me, the undersigned Notary Public, in and for said County and State, on this _____ day of ____________________, 2024, personally appeared Will Joyce, known to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as the owner's (title/position) Mayor and as the free and voluntary act and deed of such corporate entity for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires: __________________ __________________________
Notary Public

NOW on the ____ day of ________ , 2024, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and on behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantors this delivered permanent right of way and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

Mayor

(SEAL)
Attest:

City Clerk

Approved as to form and legality:

City Attorney

PARCEL 3.1
RIGHT-OF-WAY
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 34, Township 20 North, Range 2 East, Payne County, State of Oklahoma, being more particularly described as follows.

Commencing at the Southwest corner of said Southwest 1/4; thence, a distance of 1739.91 feet, on a bearing of N89°32'00"E (being the basis of bearings for this description) along the South line of said Southwest 1/4 this being the Point of Beginning; thence, N43°29'39"E, a distance of 124.02 feet; thence, N43°38’58”E, a distance of 427.79 feet; thence, S46°18’42”E, a distance of 20.32 feet; thence, S44°01’13”W along the Westerly Present Right-of-Way line for Wright Drive, a distance of 535.80 feet to a point on said South line of the Southwest 1/4: thence, S89°32’00”W along said South line of the Southwest 1/4, a distance of 23.01 feet to the Point of Beginning.

Said parcel of land containing 10,076 square feet, or 0.23 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on April 10th, 2024.

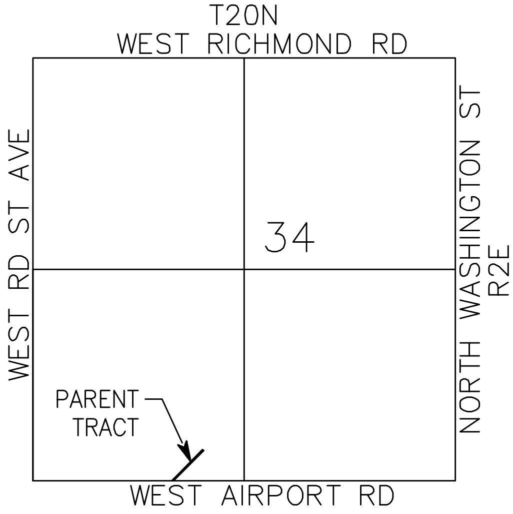
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 10th day of April 2024.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 8/31/2024.

LICENSED PROFESSIONAL LAND SURVEYOR
DANIEL A.
McPEEK
2029
OKLAHOMA



Parcel No.: 3.1 Right of Way
City Project No: 22T27030

Tract Area	0	S.F.	0.00	Acres
Existing R/W	0	S.F.	0.00	Acres
Proposed R/W	10076	S.F.	0.23	Acres
Rem in Tract	0	S.F.	0.00	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	0	S.F.	0.00	Acres

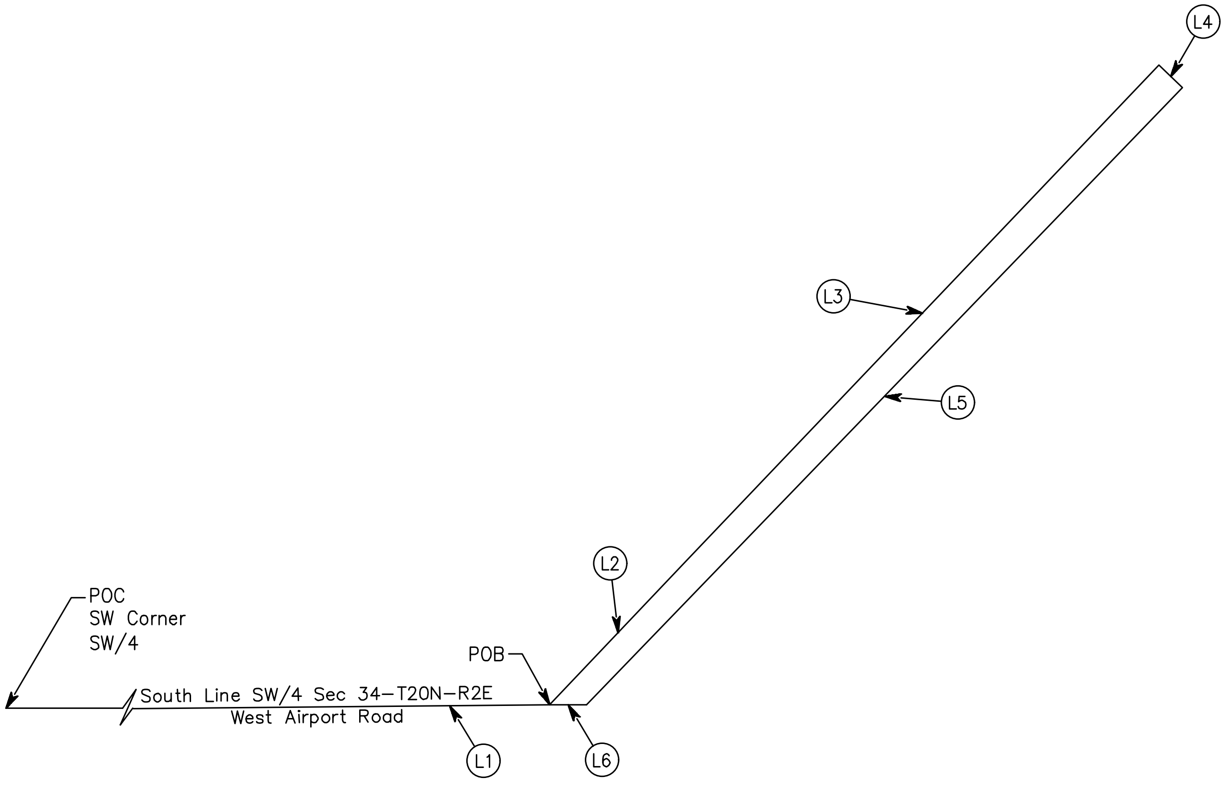
LINE TABLE

#	BEARING	DISTANCE
L1	N89°32'00"E	1739.91'
L2	N43°29'39"E	124.02'
L3	N43°38'58"E	427.79'

LINE TABLE

#	BEARING	DISTANCE
L4	S46°18'42"E	20.32'
L5	S44°01'13"W	535.80'
L6	S89°32'00"W	23.01'

1"=120'



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE SOUTH LINE OF THE SW/4 OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 2 EAST AS N89°31'60"E.

2. SEE PARCEL 1.1 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076
PHONE: (405) 743-3355
CA #9205 EXP: 8/31/2024

Stillwater OKLAHOMA
stillwaterok.gov

STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN

A Project Plan under the Oklahoma Local Development Act, 62 O.S. §§ 850–869

PREPARED BY:

THE CITY OF STILLWATER, OKLAHOMA

Mayor Will Joyce
Vice Mayor Amy Dzialowski
Councilor Christie Hawkins
Councilor Kevin Clark
Councilor Tim Hardin

WITH THE ASSISTANCE OF:

CENTER FOR ECONOMIC DEVELOPMENT LAW
301 North Harvey, Suite 200
Oklahoma City, Oklahoma 73102
(405) 232-4606
www.econlaw.com

RECOMMENDED FOR APPROVAL BY REVIEW COMMITTEE: JULY 10, 2024
RECOMMENDED FOR APPROVAL BY PLANNING COMMISSION: JULY 16, 2024

STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN

TABLE OF CONTENTS

STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN

I. INTRODUCTION

A leading company specializing in data processing and storage, acting through a subsidiary entity, Kipper LLC (the "**Company**"), has proposed to undertake the development of a data center campus in the City of Stillwater. The proposed development may consist of up to six phases, with each phase estimated to cost at least $500 million. This Project Plan will offer incentives to the Company for each phase of the development to help offset its costs of infrastructure and utility capacity required to serve the data center development. In exchange, the local taxing jurisdictions and the City of Stillwater (**"City"**) will receive certain annual payments from the Company, as provided below. This additional source of funding will bolster the City's economic development initiatives, contribute to the financing of vital public infrastructure needs, and fulfill the capital and operational needs essential to the City's growth.

II. PROJECT DESCRIPTION

This **"Project Plan,"** adopted under the Local Development Act, 62 O.S. § 850, *et seq.* (the **"Act"**), is designed to provide the economic incentives necessary to stimulate at least five hundred million dollars ($500,000,000) in initial private investment by the Company in the City of Stillwater with the potential for five (5) additional phases of development of similar magnitude (the **"Project"**).[1] The Company constructs and operates data centers, and intends to construct a data center campus within the Project Area (as defined below).

The Company intends to proceed with the Project in phases. The term "**Phase**" as used herein refers to all new investments in real and personal property within an Incentive District. Each developed Phase will include a data center comprised of approximately 300,000 square feet (each a "**Data Center**"), together with certain ancillary buildings, structures and infrastructure that support or are related to the data center campus operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings; however, the precise number and size of Data Centers is subject to change.[2]

Each Phase of the Project will be undertaken in accordance with this Project Plan and the terms of an Economic Development Agreement among the City, the Stillwater Economic Development Authority, a public trust ("**SEDA**"), and the Company ("**Economic Development Agreement**"). The Economic Development Agreement will establish a mutually beneficial relationship to implement long-term obligations of the parties and incentivize implementation.

[1] The term "Project" shall refer to all Phases that are constructed in the Project Area.

[2] The Taxing Entities (as defined below) acknowledge that the Company desires to build six (6) Phases, with a Data Center in each of the Incentive Districts but may construct fewer Data Centers resulting in fewer Phases.

Using the tools of the Act to create six (6) tax incentive districts (the "**Incentive Districts**"), one for each potential Data Center, the City aims to ensure that the Project occurs within the City. In addition to stimulating new private investment, this Project Plan also aims to ensure that the Taxing Entities (as defined herein) receive direct revenue as a result of the Project in the form of annual payments in lieu of taxes ("**PILOTs**") for each Data Center developed, as further described in Section X.B. herein and in a tax incentive agreement by and between the City, the Company, and each of the Taxing Entities (the "**Tax Incentive Agreement**"). Because of the potential scope of the Company's investment, the Project is likely to promote further private investment and economic development from related businesses throughout the area, including new businesses that locate to the area and existing local businesses that supply goods or services to the Project.

The combination of increased revenue to local taxing entities and private economic development from the Project is likely to enhance the value of other real property in the area and to promote the general public interest.

III. BOUNDARIES OF PROJECT AREA AND INCENTIVE DISTRICTS

A. The **"Project Area"** is the area in which Project activities will take place. The Project Area contains approximately 386.698 acres of land located in the City of Stillwater. The Project Area is divided into six (6) Incentive Districts, where the tax incentives described herein will be provided, with each Incentive District encompassing one Phase of the Project. All the Phases and Incentive Districts will be located within the jurisdictional boundaries of the Stillwater Public School District. The Incentive Districts are contiguous, and the boundaries of the combined Incentive Districts are identical to the boundaries of the Project Area.

B. Depictions of both the Project Area and each Incentive District are included in **Exhibit A** to this Project Plan.

C. The Project Area can be generally described as a portion of land located south of East Richmond Road, north of East Airport Road, east of North Perkins Road (Hwy-177) and west of North Jardot Road. Detailed legal descriptions of the boundaries of the Project Area and each Incentive District are included in **Exhibit B** to this Project Plan.

IV. ELIGIBILITY

The entirety of the Project Area and the Incentive Districts are within an "enterprise area," as defined by 62 O.S. § 853(6), due to its location within an enterprise zone designated by the Oklahoma Department of Commerce. The entirety of the Project Area is also a reinvestment area, as defined by the Oklahoma Local Development Act. Public improvements are required to reverse economic stagnation or decline, to serve as a catalyst for expanding employment, to attract investment, and to preserve and enhance the tax base.

V. OBJECTIVES

The principal objectives of this Project Plan and the Incentive Districts are:

A. To attract the Project and the accompanying investment and development to the City, which would not occur without the tax incentives described in this Project Plan.

B. To generate new revenues for Stillwater Public Schools, the Meridian Technology Center, Payne County, and the Payne County Department of Health (collectively, the "**Taxing Entities**") in the form of annual PILOTs for each Phase developed as part of the Project, in accordance with Section X.B and as more particularly described in the Tax Incentive Agreement and the Economic Development Agreement.

C. To generate new revenues for the City through Community Betterment Payments and Franchise Fees (each as defined below), in accordance with Section 11, and as more particularly described in the Economic Development Agreement.

D. To achieve the City's economic development goals and objectives.

E. To spur economic development in the surrounding area and generate additional wealth for local and regional businesses through the Company's consumption of local services for its data center campus.

F. To foster research, technological, and career-training partnerships between the Company and community institutions, including OSU and Meridian Technology Center.

G. To create and attract new temporary and permanent high-quality jobs to the community.

VI. STATEMENT OF PRINCIPAL ACTIONS

Implementation actions for this Project Plan, including all necessary, appropriate and supportive steps will consist principally of (i) offering tax incentives available under the Act to support the Project, which are designed to attract and expand investment and quality employment opportunities within the Project Area, (ii) administering this Project Plan, (iii) supporting and accelerating the City's economic development initiatives, and (iv) enhancing the City's capabilities to fund capital projects and operational requirements.

VII. ESTABLISHMENT OF INCENTIVE DISTRICTS

A. This Project Plan creates six (6) Incentive Districts, identified herein as Incentive Districts "1," "2," "3," "4," "5," and "6", and as illustrated on **Exhibit A** attached hereto. Pursuant to 62 O.S. §856(B)(2), the City Council is authorized to defer determination of the effective date of each Incentive District. All Incentive Districts must be made effective within ten (10) years of the date of adoption of this Project Plan.

B. Concurrently with approval of this Project Plan, the City, SEDA, and the Company shall enter into an Economic Development Agreement providing for the development of Phase 1 and Phase 2 of the Project. The Company must provide written notice to the City that it intends to commence Phase 2 within two (2) years of completion of Phase 1. If the Company fails to commence development of Phase 2 within two (2) years of such notice, the City may terminate the undeveloped Incentive Districts.

C. Upon execution of a Supplemental Economic Development Agreement by the City, SEDA, and the Company for Phases 3 through 6 of the Project, whether one or more, the Company shall undertake the development of each such Phase in accordance with the Supplemental Economic Development Agreement(s).

D. The effective date for the Incentive Districts for Phases 1 and 2 shall be the later of: (i) the completion of a Data Center within that Incentive District as evidenced by the issuance of the final, unrestricted certificate of occupancy for the Data Center ("**Certificate of Occupancy**"), or (ii) January 1 after the date of issuance of the Certificate of Occupancy. In lieu of a Certificate of Occupancy, the Company may deliver notice of substantial completion to the City to trigger the effective date, which shall be January 1 immediately following the issuance of the notice of substantial completion.

E. If the Company has completed Phase 2 but the development of Phase 3 has not commenced within 10 years of adoption of this Project Plan, then the undeveloped Incentive Districts for Phases 3, 4, 5, and 6 shall terminate.

F. If Phase 2 has been completed and the Company thereafter commences Phase 3 pursuant to an executed Supplemental Economic Development Agreement (including design, engineering, permitting, construction for the site and/or associated infrastructure) within 10 years of the adoption of this Project Plan, then the Incentive Districts for Phases 3, 4, 5, and 6 will become effective as of January 1 of the year in which the tenth anniversary of approval of this Project Plan occurs.

G. If the Company has not commenced Phase 4 of the Project pursuant to an executed Supplemental Economic Development Agreement within 12 years of the adoption of this Project Plan, then the undeveloped Incentive Districts for Phases 4, 5, and 6 shall terminate. If the Company has not commenced Phase 5 of the Project pursuant to an executed Supplemental Economic Development Agreement within 14 years of the adoption of the Project Plan, then the undeveloped Incentive Districts for Phases 5 and 6 shall terminate. If the Company has not commenced Phase 6 of the Project pursuant to an executed Supplemental Economic Development Agreement within 16 years of the adoption of the Project Plan, then the Incentive District for Phase 6 shall terminate.

H. Each Incentive District shall have a term of twenty-five years from its effective date ("**Term**"). For each Incentive District, all qualifying new investments in real and personal property in the Incentive District made after approval of this Project Plan and throughout the Term shall be afforded a one hundred percent (100%) exemption and no ad valorem taxes shall be assessed against such property.

I. Because the Project site plan is subject to change, if a Data Center is constructed that is located within the boundaries of more than one Incentive District, then the City, Taxing Entities, and Company agree to the following: First, if an adjustment of the Incentive District boundaries can be made that would result in the Data Center being located within a single Incentive District and would not result in an addition to an Incentive District constituting more than five percent of that Incentive District in accordance with 62 O.S. § 858(D), the City Manager will administratively adjust the Incentive District boundaries via a minor amendment in accordance with Sections VIII.E and VIII.F without any further legislative action required. If such an adjustment of the Incentive District boundaries cannot be made, then the exemption for all Incentive Districts in which the Data Center is located will be made effective on January 1 following the issuance of a Certificate of Occupancy or notice of substantial completion for the Data Center in accordance with Section VII.D. Any subsequently constructed qualifying Project buildings, including Data Centers, that are completed within an Incentive District for which the effective date has already commenced, will still be subject to the ad valorem tax exemption for the remaining Term of that Incentive District. The Company will pay an annual PILOT for each Data Center constructed.

VIII. PROJECT AND INCENTIVE DISTRICT AUTHORIZATIONS

A. Principal Entity. The City is designated and authorized as the principal public entity to carry out and administer the provisions of this Project Plan and to exercise all powers necessary or appropriate thereto pursuant to 62 O.S. § 854, including all powers set forth in this Project Plan and the Tax Incentive Agreement. SEDA is authorized to enter into the Economic Development Agreement and Supplemental Economic Development Agreements, and to assist in performing obligations thereunder.

B. Economic Development Agreement. Concurrent with the adoption of this Project Plan, the Company shall enter into an Economic Development Agreement with the City for development of Phase 1 and Phase 2. The Economic Development Agreement shall provide for the joint and complementary endeavors of the parties with respect to the data center development, the provision and expansion of public infrastructure and utility services, Community Betterment Payments and Franchise Fees, pursuant to Section XI, and the continuing efforts of the parties to stimulate and implement economic development activities for the benefit of the community with respect to Phase 1 and 2. Thereafter, the City, SEDA, and the Company may enter into one or more Supplemental Economic Development Agreements setting forth the terms with respect to Phases 3 through 6.

C. Tax Incentive Agreement. Within sixty (60) days of the adoption of this Project Plan, the Company shall enter into a Tax Incentive Agreement with the City and every Taxing Entity, as required by 62 O.S. § 865(A) and (B).

D. Person in Charge. The City Manager Kimberly Meek, or her successor in office or her designee, shall be the person in charge of implementation of the Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in this Project Plan.

E. Implementation Authorizations and Delegation of Authority. The City is authorized to enter into the Tax Incentive Agreement with the Company and other Taxing Entities. The City shall not determine the effective date of any Incentive District until the Tax Incentive Agreement has been approved and executed by every Taxing Entity whose taxes will be subject to the incentives provided under this Project Plan, as required by 62 O.S. § 865(A) and (B). The City officers, SEDA, and the City Manager are authorized to provide such information, to execute, certify or furnish documents, and to take any measures necessary and incidental to carrying out the provisions of this Project Plan, and to make minor amendments to this Project Plan as provided in Section F of this Article.

F. Minor Amendments. The City reserves the right to approve minor amendments to the Project Plan, as provided in the 62 O.S. § 858(D), where desirable and appropriate to implement and achieve the objectives of this Project Plan, as long as any such amendment does not change the character or purpose of the plan. These minor amendments include adding to the area of any Incentive District, so long as the additions, considered on a cumulative basis during the twenty-five (25) year term of each Incentive District, do not exceed five (5) percent of the area of the Incentive District.

IX. COSTS OF THE PROJECT

The costs of the Project, including any required public infrastructure, will be funded by the Company, and would not occur without the incentives provided pursuant to this Project Plan.

X. PRIVATE AND PUBLIC INVESTMENTS EXPECTED FOR THE PROJECT, AND ASSOCIATED FINANCIAL IMPACTS

A. Projected Private Investment. The total estimated private investment is expected to be at least Five Hundred Million Dollars ($500,000,000.00) for each Phase. The Company plans to develop up to two Phases in the near term, with an additional four Phases potentially planned for future development. Private investment in the Project Area is expected to consist of the construction, operation, and maintenance of the Project. The direct, indirect, and induced economic impacts are estimated to range between $750 million to $1.25 billion per Phase.

B. Projected Public Revenues.

1. PILOT Payments to Taxing Entities. Pursuant to this Project Plan and the Tax Incentive Agreement, the Company shall make annual PILOT payments to the Taxing Entities, as follows:

a. Phase 1 and 2. For each of Phase 1 and Phase 2 of the Project, the Company shall make annual PILOT payments to the Taxing Entities beginning in the year immediately following the year in which a Certificate of Occupancy or notice of substantial completion is issued for a Data Center per Section VII.D. (the "**PILOT Commencement Year**"). The initial annual PILOT payment for Phase 1 will total Eight Hundred Sixty-Seven Thousand Five Hundred Sixty-Eight and No/100 Dollars ($867,568.00). This amount will be disbursed to the Taxing Entities as follows:

Taxing Entity	Initial Annual Payment for Phase 1	Share of Total PILOT Payments
Stillwater Public Schools	$624,022.98	71.93%
Meridian Technology Center	$135,599.18	15.63%
Payne County	$89,984.51	10.37%
County Health Department	$17,961.33	2.07%
Total	**$867,568.00**	**100%**

After the first annual payment, the PILOT payments to each Taxing Entity will increase by one percent (1.00%) each year. The PILOT payments for Phase 2 will be set using the same schedule as Phase 1. For instance, if Phase 1 is completed in 2026 with a PILOT Commencement Year of 2027, and Phase 2 is completed in 2032 with a PILOT Commencement Year of 2033, then in 2033, the Company shall pay two equal PILOTS, each in the total amount of $920,940.00. These payments will be allocated to the Taxing Entities in the same proportions established above for Phase 1.

b. Phases 3 through 6. For Phases 3 through 6 of the Project, the initial PILOT for each Phase will be the product of the PILOT applicable to Phase 1 in the amount indicated in the table above and the quotient of the CPI in the PILOT Commencement Year for the applicable Phase divided by the CPI in the year 2024. In other words, the initial PILOT for each Phase shall be calculated as follows:

$$\text{Phase 1 PILOT from the table above} \times \frac{\text{CPI in PILOT Commencement Year for applicable Phase}}{\text{CPI in 2024}}$$

Thereafter, the PILOT for that Phase will increase by one percent (1.00%) each year. For purposes of this Project Plan, CPI refers to the annual average of United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for All Urban Consumers (CPI-U): U.S. Cities Average, all items index (Reference Base 1982-84 equal 100) ("CPI").

Projections for the PILOT Payments payable to the Taxing Entities for all Phases are contained in the attached Financial Projections Appendix.

C. Financial Impact on Taxing Jurisdictions. In general, each potential Phase of the Project is likely to result in a modest increase in demand for services from the affected Taxing Entities, both during the construction and operation of each Phase. Thus, for instance, each potential Phase may result in modest increases in enrollment in Stillwater Public Schools and demands for Health Department services. However, any new costs associated with additional Phases are likely to be substantially outweighed by both the direct PILOTs to these Taxing Entities described in Section X.B. herein and further direct and indirect economic development that may result from the Project.

With respect to Stillwater Public Schools in particular, valuation increases associated with the Project will not cause a reduction in the calculation of state school aid. The Oklahoma State School Aid formula specifically excludes any such increased valuation within active Incentive Districts in calculating chargeable income in both Foundation Aid and Salary Incentive Aid. Such values also are excluded from the valuations used to set debt limitations and sinking fund levies (for all taxing jurisdictions, not just school districts).

D. Financial Impacts on Business Activities. The Project will have a positive economic impact and impacts on business activities within the Project Area and the greater Stillwater community, region, and state, primarily due to the relatively low number of permanent employees anticipated, which mitigates the impact on the affected taxing jurisdictions, and due to expenditures with local contractors.

The Project is anticipated to create thirty (30) high quality jobs per phase, along with hundreds of construction jobs and significant expenditures with local contractors during both the construction and the operation of each Phase, all of which may draw additional payroll/income to the area per Phase. Most importantly, the Project Plan revenues will enable the City to enhance quality of life through public improvements and accelerate investment and development activities through approved economic development plans.

XI. ECONOMIC DEVELOPMENT FINANCING AND REVENUE SOURCES

The City and SEDA will plan, approve, finance, and implement public funding initiatives and economic development activities utilizing funding sources created by the undertaking of this Project Plan.

A. Financing Revenue Sources. The revenue sources expected to finance eligible Project Costs pursuant to this Project Plan, are those funds provided to the City pursuant the Economic Development Agreement between the City and the Company for Phases 1 and 2, and any Supplemental Economic Development Agreement for the future Phases, described as follows:

1. Community Betterment Payments. The Company shall make an annual payment to the City, herein a “Community Betterment Payment”, for each Phase of the Project, beginning in the PILOT Commencement Year. The initial annual Community Betterment Payment for Phase 1 shall be One Hundred Thirty-Two Thousand Four Hundred Thirty-Two and No/100 Dollars ($132,432.00). After the first annual payment, the amount of the Community Betterment Payment to the City will increase by one percent (1.00%) each year for each Phase. The Community Betterment Payment for Phase 2 will follow the same payment schedule as Phase 1. For example, if Phase 1 is complete in 2026, with a PILOT Commencement Year of 2027, and Phase 2 is complete in 2032, with a PILOT Commencement Year of 2033, then in 2033, the Company shall make two equal Community Betterment Payments to the City, one for each Phase, each in the amount of $140,579. For Phases 3 through 6 of the Project, the Community Betterment Payment for each Phase will be determined as provided in Supplemental Development Agreement(s) between the City and the Company.

2. Franchise Fee. During the Term of the Incentive Districts for Phase 1 and Phase 2 of the Project, to the extent the Company uses OG&E, the City shall receive a franchise fee equal to three percent (3%) of gross revenues generated from the sale of electric power to the Company. This fee shall not exceed an annual maximum cap of $4.5 million. Upon reaching this cap, it shall

be subject to an annual increase of two percent (2%). This franchise fee shall be in lieu of any other City franchise, excise, license, occupation, privilege, permit, or other fees, taxes or assessments on purchases of electricity from OG&E. Upon termination or expiration of the Incentive Districts for Phase 1 and Phase 2, the cap shall expire. The City and the Company shall thereafter negotiate in good faith to establish a suitable franchise fee. These provisions apply exclusively to Phase 1 and Phase 2 and shall remain subject to change for all future Phases.

In the event OG&E is not the Company's selected provider, the Company and the City will engage in good faith discussions to establish an equitable revenue obligation payable to the City is in place, on mutually agreeable terms, provided the benefit to the City shall be no less than that stipulated for Phase 1 and Phase 2.

B. Other Contributions and Payments. The City and SEDA may utilize revenues from other sources, as well as Community Betterment Payments and Franchise Fees to pay eligible Project Costs. Additional financing may be provided by state local government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. § 840, *et seq.*

C. Financial Reports and Audits. The activities undertaken by the City or SEDA pursuant to this Project Plan shall be accounted for and publicly reported by the appropriate and necessary annual fiscal year audits and reports. Annual reports on the operation of each Incentive District shall be prepared and submitted to the Oklahoma Department of Commerce and each Taxing Entity pursuant to 62 O.S. §§ 860(F) and 867(B). A summary of these annual reports shall be published in a newspaper of general circulation in the City of Stillwater, as required by 62 O.S. § 867(C).

D. Other Necessary and Supporting Costs. SEDA or another public entity designated by the City is authorized to issue bonds and notes and to apply for and obtain grants from other sources for costs incurred or to be incurred in connection with the Project Plan and the construction of improvements therein in addition to Project Costs to be financed pursuant to this Project Plan.

XII. ESTIMATED REVENUES AND BUDGET OF PROJECT COSTS

The projected revenue and expenditures attributable to Phase 1 and Phase 2 of the Project, over 25 years, are:

Revenues:	
Phase 1 Community Betterment Payments	$ 3,740,303
Phase 2 Community Betterment Payments	$ 3,970,407
Phase 1 Franchise Fees	$ 51,750,000
Phase 2 Franchise Fees	$ 51,750,000
Total Project Revenues[3]	**$ 111,210,710**

[3] The projected Franchise Fee revenues represent the City's estimates and are not projections provided by the Company. Project revenues shall be special funds of the City to be held in a separate account of the City.

Eligible Project Costs:

Project Administration (1%)	$ 1,112,107
Parks & Public Spaces Operations/Facilities Maint. (30%)	$ 33,363,213
Parks & Public Amenities/Facilities Improvements (29%)	$ 32,251,106
Public Infrastructure and Economic Development (40%)	$ 44,484,284
Total Eligible Project Costs[4]	**$ 111,210,710**

In the event additional public costs become necessary or appropriate under this Project Plan, the City may approve such costs at any time, subject to availability of funding and subject to constitutional and statutory restrictions.

Projections for Phases 1 through 6 are provided in the attached Financial Projections Appendix. The Community Betterment Payments and Franchise Fees to the City for the future phases will be determined pursuant to Supplemental Economic Development Agreement(s) between the City and the Company. Thereafter, the City shall adopt a supplement to this Project Plan authorizing the budget for the future phases.

XIII. LAND USE

A. Current land uses and conditions of the real property in the Project Area are shown on the map attached as **Exhibit C**, "Existing Uses and Conditions." The proposed improvements to and the proposed uses of the Project Area are shown on **Exhibit D**, "Proposed Improvements and Uses."

B. To accommodate the Project, the City has previously approved a zoning change with respect to certain portions of the Project Area. The Project conforms to the City's Comprehensive Plan.

[4] Any funds not disbursed or pledged under a specific budget category may be allocated to any other budget category.

EXHIBIT A: DEPICTION OF PROJECT AREA AND INCENTIVE DISTRICTS

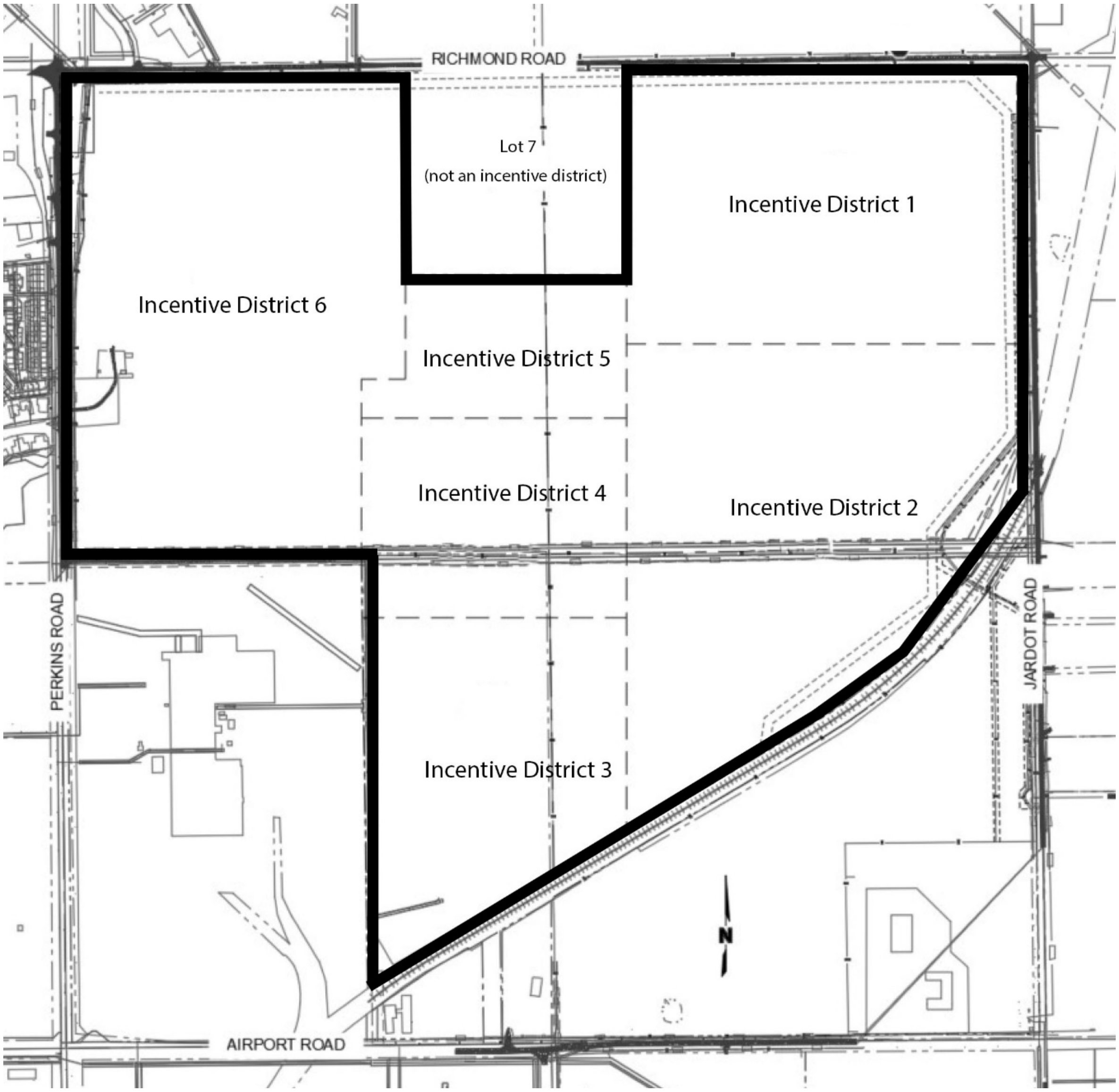


EXHIBIT B: PROJECT AREA AND INCENTIVE DISTRICT LEGAL DESCRIPTIONS[5]

The Project Area will consist of the area within which all of the Incentive Districts are located.

Project Area Legal Description

A tract of land located in the Northeast Quarter (NE/4), Northwest Quarter (NW/4), and Southwest Quarter (SW/4), and Southeast Quarters (SE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on March 13, 2024 as follows:

COMMENCING at the SW/C, SW/4, S36-T20-R2E monumented by a 1" Rail Road Spike; thence with a BASIS OF BEARING of N 00°41'24" W along the west line of the SW/4 a distance of 2638.58 feet to the NW/C, SW/4, SEC36-T20N-R3E monumented by a 1/2" Rebar AND the POINT OF BEGINNING;
Thence along the west line of the NW/4 with a bearing of N 00°42'47" W a distance of 2630.81 feet to the NW/C, NW/4 SEC36-T20N-R2E monumented by a Railroad Spike;
Thence with a bearing of N 89°13'38" E along the north line of the NW/4 a distance of 2629.53 feet to the NE/C, NW/4 SEC36-T20N-R2E monumented by a 1/2" Rebar;
Thence with a bearing of N 89°18'29" E along the north line of the NE/4 a distance of 2630.74 feet to the NE/C, NE/4, SEC36-T20N-R2E monumented by a Mag Nail;
Thence with a bearing of S 00°49'51" E along the east line of the NE/4 a distance of 2122.35 feet to a point on the East Line of NE/4, SEC36-T20N-R2E, also being a point on the Northerly Rail Road R/W line of Eastern Oklahoma Railway particularly described in Book 7, Page 208;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.96 feet, having a chord bearing of S 27°41'11" W and a chord distance of 761.36, and an arc length of 763.73 feet to a point on said Northerly Rail Road R/W Line;
Thence with a bearing of N 54°28'57" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2773.96 feet, having a chord bearing of S 40°33'13" W and a chord distance of 487.07 feet, and an arc length of 487.70 to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence with a bearing of S 44°24'34" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.69 feet, having a chord bearing of S 51°55'38" W and a chord distance of 616.73, and an arc length of 617.99 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence with a bearing of S 59°21'10" W a distance of 1676.22 feet to a point on said Northerly Rail Road R/W Line;
Thence with a bearing of S59°21'10" W a distance of 614.77 feet to a point on said Northerly Rail Road R/W Line;

[5] Note that until City Council approves this Project Plan, the legal descriptions set forth herein remain subject to review and revision based on updated surveys and related information.

Thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2915.05 feet, having a chord bearing of S 55°26'11"W and a chord distance of 387.62 feet, and an arc length of 387.91 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap Hitech;
Thence with a bearing of N 00°47'43" W along the west line of the east 60 acres of the SW/4 a distance of 2333.99
feet to a point on the north line of the SW/4, SEC36-T20N-R2E monumented by a 1/2" pipe;
Thence along said north line of said SW/4 with a bearing of S 89°28'48" W a distance of 1645.64' back to the POINT OF BEGINNING.

Less and Except:
A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northwest Quarter of said Section 36, Thence along the North line of the Northeast Quarter of said Section 36 N 89° 18' 29" E, a distance of 452.85 feet;
Thence departing said North line S 00° 00' 42" W, a distance of 1143.51 feet;
Thence S 89° 59' 34" W, a distance of 1,189.48 feet;
Thence N 00° 00' 04" E, a distance of 1,128.25 feet to a point on the North line of the Northwest Quarter of said Section 36;
Thence along said North line N 89° 13' 38" E, a distance of 736.95 feet back to the POINT OF BEGINNING.

Containing 16,844,572 square feet OR 386.698 acres more or loss

The boundaries of six (6) proposed Incentive Districts, whose dates of creation are proposed to be deferred for a period of up to ten years, are described as follows:

Incentive District 1 Legal Description

A tract of land located in the Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet; Thence departing said East line, S 89° 59' 44" W, a distance of 2,200.10 feet; Thence N 00° 00' 01" E, a distance of 1,516.34 feet to a point on the North line of said Northeast Quarter; Thence along said North line N 89° 18' 29" E, a distance of 2,177.89 feet back to the POINT OF BEGINNING.

Containing 3,347,887 square feet OR 76.857 acres more or less.

Incentive District 2 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet to the POINT OF BEGINNING;
Thence S 00° 49' 52" E, a distance of 579.72 feet to a point being a non-tangent curve to the right also being a point on the Northeasterly Railroad Right-Of-Way line recorded at Book 7, Page 208 in the records of Payne County Clerk's Office; Thence along the Northwesterly Right-Of-Way line for the next six (6) calls:
(1) Along said curve to the right having a radius of 2,799.14 feet, an arc length of 763.70 feet, and having a chord bearing of S 27° 41' 41" W, a chord length of 761.34 feet to a point of non-tangency;
(2) Thence N 54° 28' 57" W, a distance of 20.00 feet to a non-tangent curve to the right;
(3) Thence along curve to the right having a radius of 2773.96 feet, an arc length of 487.70 feet, and having a chord bearing of S 40° 33' 14" W, a chord length of 487.07 feet to a point of non-tangency;
(4) Thence S 44° 24' 34" E, a distance of 20.00 feet to a non-tangent curve to the right;
(5) Thence along curve to the right having a radius of 2793.69 feet, an arc length of 617.99 feet, and having a chord bearing of S 51° 55' 38" W, a chord length of 616.73 feet to a point of non-tangency;
(6) Thence S 59° 19' 00" W, a distance of 1,221.25 feet;
Thence departing from said Northwesterly Right-Of-Way line N 00° 00' 12" E, a distance of 1,155.08 feet;
Thence N 00° 00' 00" W, a distance of 1,075.36 feet;
Thence N 00° 00' 00" E, a distance of 399.42 feet;
Thence N 89° 59' 44" E, a distance of 2,200.12 feet back to the POINT OF BEGINNING.

Containing 4,111,928 square feet OR 94.397 acres more or less.

Incentive District 3 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36;
Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1645.61 feet;
Thence along the West line of Lot Four (4) Richmond Road & Highway 177 Addition, S 00° 48' 02" E, a distance of 334.80 feet to the POINT OF BEGINNING;

Thence N 89° 59' 20" E, a distance of 1,399.15 feet; Thence S 00° 00' 12" W, a distance of 1,155.08 feet to a point on the Northwesterly line of a Railroad Right-Of-Way recorded at Book 7, Page 208 in the records of Payne County Clerk's Office; Thence continuing along said Northwesterly line S 59° 19' 00" W, a distance of 1,223.40 feet to a non-tangent curve to the left; Thence along said curve having a radius of 2915.00 feet, an arc length of 387.91 feet, and having a chord bearing of S 55° 26' 11" W, a chord length of 387.62 feet to a point of non-tangency; Thence departing said Northwesterly line N 00° 47' 43" W, a distance of 1999.19 feet back to the POINT OF BEGINNING.

Containing 2,172,023 square feet OR 49.878 acres more or less.

Incentive District 4 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) and Northeast Quarter (NE/4) and Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36; Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1622.33 feet to the POINT OF BEGINNING;
Thence N 00° 00' 46" W, a distance of 740.78 feet; Thence N 89° 59' 20" E, a distance of 1427.27 feet;
Thence S 00° 00' 00" W, a distance of 1075.36 feet; Thence S 89° 59' 20" W, a distance of 1399.15 feet;
Thence N 00° 48' 02" W, a distance of 334.80 feet; Thence continuing along said South line S 89° 28' 48" W, a distance of 23.28 feet back to the POINT OF BEGINNING.

Containing 1,526,135 square feet OR 35.035 acres more or less.

Incentive District 5 Legal Description

A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northwest Quarter of said Section 36,
Thence along the North line of the Northeast Quarter of said Section 36, N 89° 18' 29" E, a distance of 452.85 feet;
Thence departing said North line and along the East line of Lot Seven (7) in Richmond Road & Highway 177 Addition, S 00° 00' 42" W, a distance of 1143.51 feet to the POINT OF BEGINNING;
Thence S 00° 02' 04" E, a distance of 372.20 feet; Thence S 00° 00' 00" W, a distance of 399.42 feet;

Thence S 89° 59' 20" W, a distance of 1,427.27 feet; Thence N 00° 00' 17" E, a distance of 210.20 feet;
Thence N 90° 00' 00" E, a distance of 237.55 feet; Thence N 00° 00' 00" W, a distance of 562.17 feet;
Thence N 89° 59' 34" E, a distance of 1,189.48 feet to the POINT OF BEGINNING.

Containing 968,675 square feet OR 22.238 acres more or less.

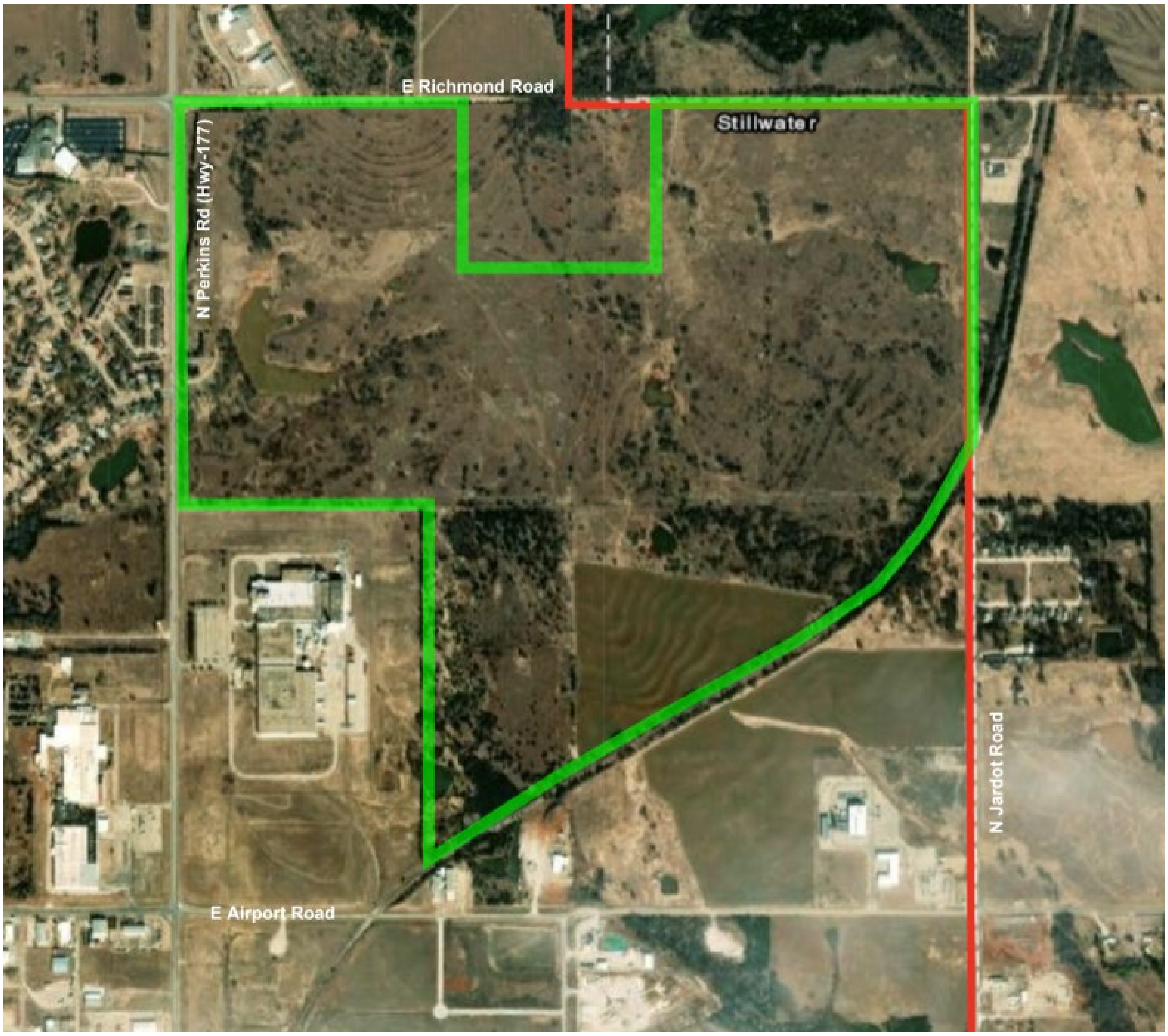
Incentive District 6 Legal Description

A tract of land located in the Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of said Section 36, Thence along the North line of said Section 36 N 89° 13' 38" E, a distance of 1,892.59 feet;
Thence departing from said North line S 00° 00' 03 " W, a distance of 1690.42 feet;
Thence S 89° 56' 04" W, a distance of 237.57 feet;
Thence S 00° 00’ 00” W, a distance of 209.93 feet;
Thence S 00° 00’ 46” E, a distance of 740.78 feet to a point on the South line of the Northwest Quarter of said Section 36; Thence along said South line S 89° 28' 48" W, a distance of 1622.33 feet to the Southwest corner of the Northwest Quarter; Thence departing said South line and along the West line of the Northwest Quarter of said Section 36 N 00° 42' 47" W, a distance of 2630.81 feet back to the POINT OF BEGINNING.

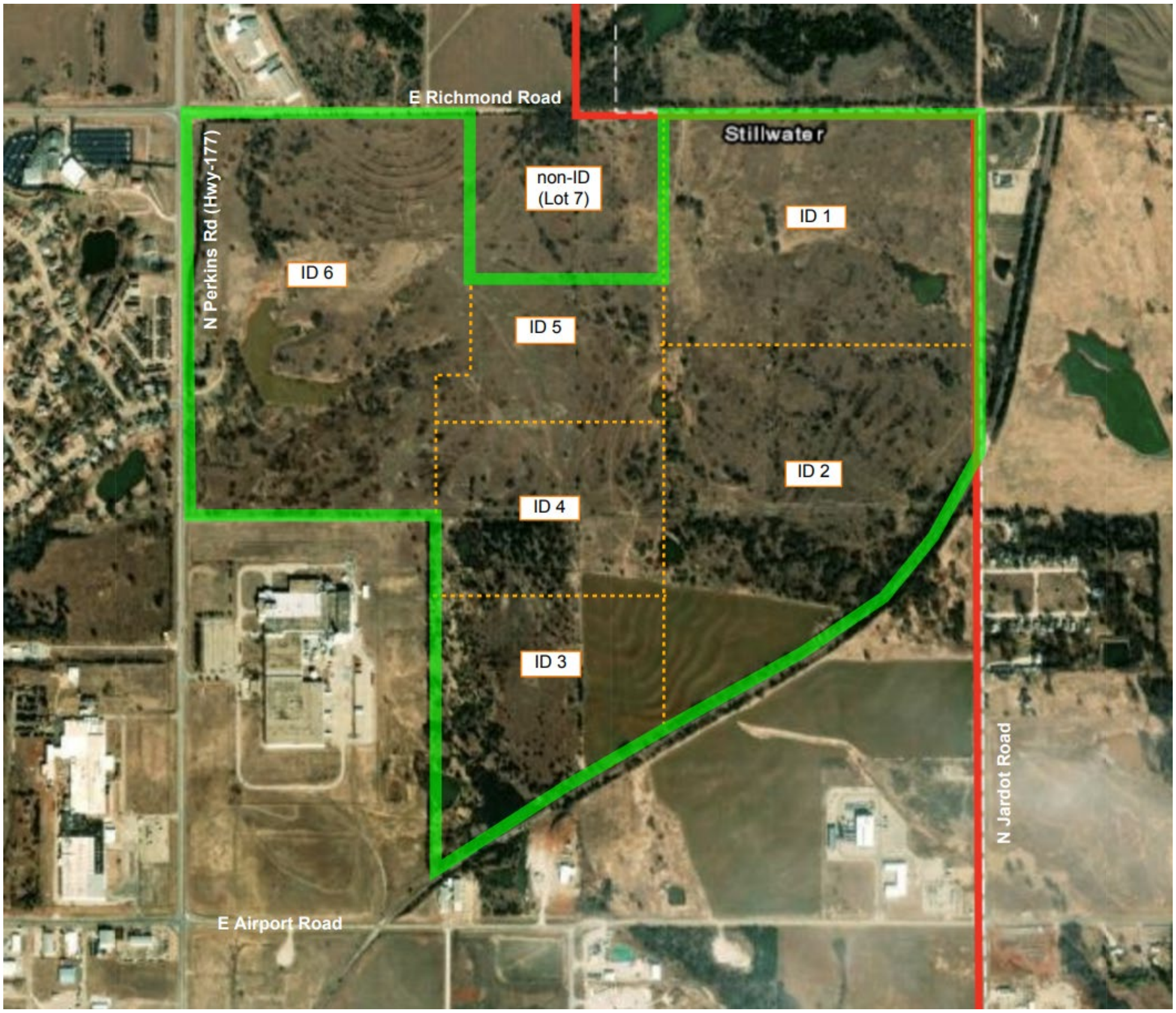
Containing 4,717 996 square feet OR 108.310 acres more or less.

EXHIBIT C: EXISTING USES AND CONDITIONS



The Project Area is currently undeveloped and has been used for limited agricultural purposes (grazing and crop leases). After the passage of City of Stillwater Ordinance No. 3535 on May 8, 2024, the entirety of the Project Area is zoned IG General Industrial District in anticipation of the development of the Project.

EXHIBIT D: PROPOSED IMPROVEMENTS AND USES



The Project Area will be developed as a data center campus. The public works and improvements for the Project will include infrastructure necessary to deliver water to and transport wastewater from the Project Area, and road improvements to Richmond Road. Additional water and wastewater infrastructure may be necessary to accommodate future phases of the Project.

Stillwater OKLAHOMA
stillwaterok.gov

FINANCIAL PROJECTIONS APPENDIX

to the

STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN

Phase 1

Year	PILOT Payments: SPS	PILOT Payments: Meridian Tech	PILOT Payments: County	PILOT Payments: County Health	Community Betterment Payments	Franchise Fees*	Total
2027	$ 624,023	$ 135,599	$ 89,985	$ 17,961	$ 132,432	$ 2,070,000	$ 1,000,000
2028	$ 630,263	$ 136,955	$ 90,884	$ 18,141	$ 133,756	$ 2,070,000	$ 1,010,000
2029	$ 636,566	$ 138,325	$ 91,793	$ 18,322	$ 135,094	$ 2,070,000	$ 1,020,100
2030	$ 642,932	$ 139,708	$ 92,711	$ 18,506	$ 136,445	$ 2,070,000	$ 1,030,301
2031	$ 649,361	$ 141,105	$ 93,638	$ 18,691	$ 137,809	$ 2,070,000	$ 1,040,604
2032	$ 655,854	$ 142,516	$ 94,575	$ 18,878	$ 139,187	$ 2,070,000	$ 1,051,010
2033	$ 662,413	$ 143,941	$ 95,520	$ 19,066	$ 140,579	$ 2,070,000	$ 1,061,520
2034	$ 669,037	$ 145,381	$ 96,476	$ 19,257	$ 141,985	$ 2,070,000	$ 1,072,135
2035	$ 675,727	$ 146,834	$ 97,440	$ 19,450	$ 143,405	$ 2,070,000	$ 1,082,857
2036	$ 682,485	$ 148,303	$ 98,415	$ 19,644	$ 144,839	$ 2,070,000	$ 1,093,685
2037	$ 689,310	$ 149,786	$ 99,399	$ 19,840	$ 146,287	$ 2,070,000	$ 1,104,622
2038	$ 696,203	$ 151,284	$ 100,393	$ 20,039	$ 147,750	$ 2,070,000	$ 1,115,668
2039	$ 703,165	$ 152,797	$ 101,397	$ 20,239	$ 149,228	$ 2,070,000	$ 1,126,825
2040	$ 710,196	$ 154,325	$ 102,411	$ 20,442	$ 150,720	$ 2,070,000	$ 1,138,093
2041	$ 717,298	$ 155,868	$ 103,435	$ 20,646	$ 152,227	$ 2,070,000	$ 1,149,474
2042	$ 724,471	$ 157,426	$ 104,469	$ 20,853	$ 153,749	$ 2,070,000	$ 1,160,969
2043	$ 731,716	$ 159,001	$ 105,514	$ 21,061	$ 155,287	$ 2,070,000	$ 1,172,579
2044	$ 739,033	$ 160,591	$ 106,569	$ 21,272	$ 156,840	$ 2,070,000	$ 1,184,304
2045	$ 746,424	$ 162,197	$ 107,635	$ 21,484	$ 158,408	$ 2,070,000	$ 1,196,147
2046	$ 753,888	$ 163,819	$ 108,711	$ 21,699	$ 159,992	$ 2,070,000	$ 1,208,109
2047	$ 761,427	$ 165,457	$ 109,798	$ 21,916	$ 161,592	$ 2,070,000	$ 1,220,190
2048	$ 769,041	$ 167,111	$ 110,896	$ 22,135	$ 163,208	$ 2,070,000	$ 1,232,392
2049	$ 776,731	$ 168,782	$ 112,005	$ 22,357	$ 164,840	$ 2,070,000	$ 1,244,716
2050	$ 784,499	$ 170,470	$ 113,125	$ 22,580	$ 166,489	$ 2,070,000	$ 1,257,163
2051	$ 792,344	$ 172,175	$ 114,256	$ 22,806	$ 168,153	$ 2,070,000	$ 1,269,735
Total	**$ 17,624,406**	**$ 3,829,755**	**$ 2,541,450**	**$ 507,285**	**$ 3,740,303**	**$ 51,750,000**	**$ 79,993,200**

**The Franchise Fee revenues represent the City's estimates and are not projections provided by the Company.*

Phase 2

Year	PILOT Payments SPS	Meridian Tech	County	County Health	Community Betterment Payments	Franchise Fees*	Total
2033	$ 662,413	$ 143,941	$ 95,520	$ 19,066	$ 140,579	$ 2,070,000	$ 1,061,520
2034	$ 669,037	$ 145,381	$ 96,476	$ 19,257	$ 141,985	$ 2,070,000	$ 1,072,135
2035	$ 675,727	$ 146,834	$ 97,440	$ 19,450	$ 143,405	$ 2,070,000	$ 1,082,857
2036	$ 682,485	$ 148,303	$ 98,415	$ 19,644	$ 144,839	$ 2,070,000	$ 1,093,685
2037	$ 689,310	$ 149,786	$ 99,399	$ 19,840	$ 146,287	$ 2,070,000	$ 1,104,622
2038	$ 696,203	$ 151,284	$ 100,393	$ 20,039	$ 147,750	$ 2,070,000	$ 1,115,668
2039	$ 703,165	$ 152,797	$ 101,397	$ 20,239	$ 149,228	$ 2,070,000	$ 1,126,825
2040	$ 710,196	$ 154,325	$ 102,411	$ 20,442	$ 150,720	$ 2,070,000	$ 1,138,093
2041	$ 717,298	$ 155,868	$ 103,435	$ 20,646	$ 152,227	$ 2,070,000	$ 1,149,474
2042	$ 724,471	$ 157,426	$ 104,469	$ 20,853	$ 153,749	$ 2,070,000	$ 1,160,969
2043	$ 731,716	$ 159,001	$ 105,514	$ 21,061	$ 155,287	$ 2,070,000	$ 1,172,579
2044	$ 739,033	$ 160,591	$ 106,569	$ 21,272	$ 156,840	$ 2,070,000	$ 1,184,304
2045	$ 746,424	$ 162,197	$ 107,635	$ 21,484	$ 158,408	$ 2,070,000	$ 1,196,147
2046	$ 753,888	$ 163,819	$ 108,711	$ 21,699	$ 159,992	$ 2,070,000	$ 1,208,109
2047	$ 761,427	$ 165,457	$ 109,798	$ 21,916	$ 161,592	$ 2,070,000	$ 1,220,190
2048	$ 769,041	$ 167,111	$ 110,896	$ 22,135	$ 163,208	$ 2,070,000	$ 1,232,392
2049	$ 776,731	$ 168,782	$ 112,005	$ 22,357	$ 164,840	$ 2,070,000	$ 1,244,716
2050	$ 784,499	$ 170,470	$ 113,125	$ 22,580	$ 166,489	$ 2,070,000	$ 1,257,163
2051	$ 792,344	$ 172,175	$ 114,256	$ 22,806	$ 168,153	$ 2,070,000	$ 1,269,735
2052	$ 800,267	$ 173,897	$ 115,399	$ 23,034	$ 169,835	$ 2,070,000	$ 1,282,432
2053	$ 808,270	$ 175,636	$ 116,553	$ 23,265	$ 171,533	$ 2,070,000	$ 1,295,256
2054	$ 816,352	$ 177,392	$ 117,719	$ 23,497	$ 173,249	$ 2,070,000	$ 1,308,209
2055	$ 824,516	$ 179,166	$ 118,896	$ 23,732	$ 174,981	$ 2,070,000	$ 1,321,291
2056	$ 832,761	$ 180,958	$ 120,085	$ 23,969	$ 176,731	$ 2,070,000	$ 1,334,504
2057	$ 841,089	$ 182,767	$ 121,286	$ 24,209	$ 178,498	$ 2,070,000	$ 1,347,849
Total	**$ 18,708,662**	**$ 4,065,362**	**$ 2,697,801**	**$ 538,494**	**$ 3,970,407**	**$ 51,750,000**	**$ 81,730,725**

**The Franchise Fee revenues represent the City's estimates and are not projections provided by the Company.*

Phase 3*

Year	SPS	Meridian Tech	County	County Health	Total
	PILOT Payments				
2037	$ 977,024	$ 212,306	$ 140,887	$ 28,122	$ 1,358,339
2038	$ 986,794	$ 214,429	$ 142,296	$ 28,403	$ 1,371,922
2039	$ 996,662	$ 216,573	$ 143,719	$ 28,687	$ 1,385,641
2040	$ 1,006,629	$ 218,739	$ 145,156	$ 28,974	$ 1,399,498
2041	$ 1,016,695	$ 220,926	$ 146,608	$ 29,264	$ 1,413,493
2042	$ 1,026,862	$ 223,135	$ 148,074	$ 29,556	$ 1,427,628
2043	$ 1,037,130	$ 225,367	$ 149,555	$ 29,852	$ 1,441,904
2044	$ 1,047,502	$ 227,620	$ 151,050	$ 30,150	$ 1,456,323
2045	$ 1,057,977	$ 229,897	$ 152,561	$ 30,452	$ 1,470,886
2046	$ 1,068,557	$ 232,196	$ 154,087	$ 30,756	$ 1,485,595
2047	$ 1,079,242	$ 234,518	$ 155,627	$ 31,064	$ 1,500,451
2048	$ 1,090,035	$ 236,863	$ 157,184	$ 31,375	$ 1,515,456
2049	$ 1,100,935	$ 239,231	$ 158,756	$ 31,688	$ 1,530,610
2050	$ 1,111,944	$ 241,624	$ 160,343	$ 32,005	$ 1,545,916
2051	$ 1,123,064	$ 244,040	$ 161,946	$ 32,325	$ 1,561,375
2052	$ 1,134,294	$ 246,480	$ 163,566	$ 32,649	$ 1,576,989
2053	$ 1,145,637	$ 248,945	$ 165,202	$ 32,975	$ 1,592,759
2054	$ 1,157,094	$ 251,435	$ 166,854	$ 33,305	$ 1,608,687
2055	$ 1,168,665	$ 253,949	$ 168,522	$ 33,638	$ 1,624,773
2056	$ 1,180,351	$ 256,488	$ 170,207	$ 33,974	$ 1,641,021
2057	$ 1,192,155	$ 259,053	$ 171,909	$ 34,314	$ 1,657,431
2058	$ 1,204,076	$ 261,644	$ 173,629	$ 34,657	$ 1,674,006
Total	**$ 23,909,322**	**$ 5,195,457**	**$ 3,447,739**	**$ 688,185**	**$ 33,240,703**

**CPI growth based on the 25-year average of 3.5088%*

Note: Community Betterment Payments and Franchise Fees to the City for future phases will be determined pursuant to Supplemental Development Agreement(s) between the City and the Company.

Phase 4*

Year	PILOT Payments: SPS	Meridian Tech	County	County Health	Total
2039	$ 1,046,790	$ 227,466	$ 150,948	$ 30,130	$ 1,455,334
2040	$ 1,057,258	$ 229,740	$ 152,457	$ 30,431	$ 1,469,887
2041	$ 1,067,831	$ 232,038	$ 153,982	$ 30,736	$ 1,484,586
2042	$ 1,078,509	$ 234,358	$ 155,522	$ 31,043	$ 1,499,432
2043	$ 1,089,294	$ 236,702	$ 157,077	$ 31,353	$ 1,514,426
2044	$ 1,100,187	$ 239,069	$ 158,648	$ 31,667	$ 1,529,571
2045	$ 1,111,189	$ 241,460	$ 160,234	$ 31,983	$ 1,544,866
2046	$ 1,122,301	$ 243,874	$ 161,837	$ 32,303	$ 1,560,315
2047	$ 1,133,524	$ 246,313	$ 163,455	$ 32,626	$ 1,575,918
2048	$ 1,144,859	$ 248,776	$ 165,089	$ 32,953	$ 1,591,677
2049	$ 1,156,308	$ 251,264	$ 166,740	$ 33,282	$ 1,607,594
2050	$ 1,167,871	$ 253,776	$ 168,408	$ 33,615	$ 1,623,670
2051	$ 1,179,550	$ 256,314	$ 170,092	$ 33,951	$ 1,639,907
2052	$ 1,191,345	$ 258,877	$ 171,793	$ 34,291	$ 1,656,306
2053	$ 1,203,258	$ 261,466	$ 173,511	$ 34,634	$ 1,672,869
2054	$ 1,215,291	$ 264,081	$ 175,246	$ 34,980	$ 1,689,597
2055	$ 1,227,444	$ 266,722	$ 176,998	$ 35,330	$ 1,706,493
2056	$ 1,239,718	$ 269,389	$ 178,768	$ 35,683	$ 1,723,558
2057	$ 1,252,116	$ 272,083	$ 180,556	$ 36,040	$ 1,740,794
2058	$ 1,264,637	$ 274,804	$ 182,361	$ 36,400	$ 1,758,202
Total	**$ 23,049,280**	**$ 5,008,571**	**$ 3,323,721**	**$ 663,430**	**$ 32,045,002**

**CPI growth based on the 25-year average of 3.5088%*

Note: Community Betterment Payments and Franchise Fees to the City for future phases will be determined pursuant to Supplemental Development Agreement(s) between the City and the Company.

Phase 5*

Year	PILOT Payments SPS	Meridian Tech	County	County Health	Total
2041	$ 1,121,539	$ 243,709	$ 161,727	$ 32,281	$ 1,559,255
2042	$ 1,132,754	$ 246,146	$ 163,344	$ 32,604	$ 1,574,848
2043	$ 1,144,082	$ 248,607	$ 164,977	$ 32,930	$ 1,590,596
2044	$ 1,155,522	$ 251,093	$ 166,627	$ 33,260	$ 1,606,502
2045	$ 1,167,078	$ 253,604	$ 168,293	$ 33,592	$ 1,622,567
2046	$ 1,178,748	$ 256,140	$ 169,976	$ 33,928	$ 1,638,793
2047	$ 1,190,536	$ 258,702	$ 171,676	$ 34,267	$ 1,655,181
2048	$ 1,202,441	$ 261,289	$ 173,393	$ 34,610	$ 1,671,733
2049	$ 1,214,466	$ 263,901	$ 175,127	$ 34,956	$ 1,688,450
2050	$ 1,226,610	$ 266,540	$ 176,878	$ 35,306	$ 1,705,334
2051	$ 1,238,876	$ 269,206	$ 178,647	$ 35,659	$ 1,722,388
2052	$ 1,251,265	$ 271,898	$ 180,433	$ 36,015	$ 1,739,612
2053	$ 1,263,778	$ 274,617	$ 182,238	$ 36,375	$ 1,757,008
2054	$ 1,276,416	$ 277,363	$ 184,060	$ 36,739	$ 1,774,578
2055	$ 1,289,180	$ 280,137	$ 185,901	$ 37,107	$ 1,792,324
2056	$ 1,302,072	$ 282,938	$ 187,760	$ 37,478	$ 1,810,247
2057	$ 1,315,092	$ 285,767	$ 189,637	$ 37,852	$ 1,828,349
2058	$ 1,328,243	$ 288,625	$ 191,534	$ 38,231	$ 1,846,633
Total	**$ 21,998,697**	**$ 4,780,281**	**$ 3,172,226**	**$ 633,191**	**$ 30,584,396**

**CPI growth based on the 25-year average of 3.5088%*

Note: Community Betterment Payments and Franchise Fees to the City for future phases will be determined pursuant to Supplemental Development Agreement(s) between the City and the Company.

Phase 6*

Year	PILOT Payments SPS	Meridian Tech	County	County Health	Total
2043	$ 1,201,625	$ 261,111	$ 173,275	$ 34,587	$ 1,670,597
2044	$ 1,213,641	$ 263,722	$ 175,008	$ 34,932	$ 1,687,303
2045	$ 1,225,777	$ 266,359	$ 176,758	$ 35,282	$ 1,704,176
2046	$ 1,238,035	$ 269,023	$ 178,525	$ 35,635	$ 1,721,218
2047	$ 1,250,415	$ 271,713	$ 180,311	$ 35,991	$ 1,738,430
2048	$ 1,262,919	$ 274,430	$ 182,114	$ 36,351	$ 1,755,814
2049	$ 1,275,549	$ 277,175	$ 183,935	$ 36,714	$ 1,773,372
2050	$ 1,288,304	$ 279,946	$ 185,774	$ 37,081	$ 1,791,106
2051	$ 1,301,187	$ 282,746	$ 187,632	$ 37,452	$ 1,809,017
2052	$ 1,314,199	$ 285,573	$ 189,508	$ 37,827	$ 1,827,107
2053	$ 1,327,341	$ 288,429	$ 191,403	$ 38,205	$ 1,845,379
2054	$ 1,340,614	$ 291,313	$ 193,317	$ 38,587	$ 1,863,832
2055	$ 1,354,021	$ 294,226	$ 195,251	$ 38,973	$ 1,882,471
2056	$ 1,367,561	$ 297,169	$ 197,203	$ 39,363	$ 1,901,295
2057	$ 1,381,236	$ 300,140	$ 199,175	$ 39,756	$ 1,920,308
2058	$ 1,395,049	$ 303,142	$ 201,167	$ 40,154	$ 1,939,511
Total	**$ 20,737,473**	**$ 4,506,219**	**$ 2,990,357**	**$ 596,889**	**$ 28,830,939**

**CPI growth based on the 25-year average of 3.5088%*

Note: Community Betterment Payments and Franchise Fees to the City for future phases will be determined pursuant to Supplemental Development Agreement(s) between the City and the Company.

LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of __________, 2024, by and among Kipper LLC, a Delaware limited liability company (the "**Company**"), the City of Stillwater, Oklahoma, a municipal corporation (the "**City**"), the Board of Education of Independent School District Number 16 of Payne County, Oklahoma (the "**Stillwater Public Schools**"), the Board of Education of the Meridian Technology Center ("**Meridian Technology Center**"), the Board of County Commissioners of Payne County (the "**County**"), and the Board of the Payne County Health Department (the "**Health Department**") (collectively, Stillwater Public Schools, Meridian Technology Center, the County, and the Health Department are the "**Taxing Entities**") (the Company, the City, and the Taxing Entities are collectively referred to as the "**Parties**", each a "**Party**").

WITNESSETH:

WHEREAS, the Company intends to develop on certain parcels of property within the City, as more particularly described in Exhibit A attached hereto (the "**Property**"), one or more data center facilities and may develop certain ancillary buildings, structures and infrastructure that support or are related to the data center operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings, all of which are part of the computer infrastructure, data processing, hosting and related services classification (collectively the "**Project**" [1]); and

WHEREAS, on July 16, 2024, the Stillwater Planning Commission by its Resolution No. PC-2024-1, a true and correct copy of which is attached hereto as Exhibit B, recommended the approval of the Stillwater Data Center Economic Development Project Plan (the "**Project Plan**") pursuant to the Oklahoma Local Development Act, 62 O.S. § 851, et seq. (the "**Act**"), without any amendments thereto in accordance with Section 858 of the Act; and

WHEREAS, on July 10, 2024, the Stillwater Local Development Act Review Committee by its Resolution, a true and correct copy of which is attached hereto as Exhibit C, recommended the approval of the Project Plan pursuant to the Act in order to provide ad valorem property tax abatements for the Project; and

WHEREAS, after the public hearings required by the Act, the City adopted and approved the Project Plan and this Agreement by Ordinance No. 3544, a true and correct copy of which is attached hereto as Exhibit D (the "**Project Plan Ordinance**"), and created six (6) tax incentive districts, Incentive Districts "1," "2," "3," "4," "5," and "6" (the "**Incentive Districts**" and each an "**Incentive District**"); and

WHEREAS, each of the Taxing Entities and the City have determined that it is appropriate and desirable, in order to ensure the economic viability of the Project, that the Taxing Entities, which would otherwise share in the ad valorem taxes applicable to the Property, provide each Phase (as defined below) a one hundred percent (100%) twenty-five (25) year ad valorem tax

[1] The term "Project" shall refer to all Phases that are constructed on the Property.

exemption on all new investment attributable to property qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision within each Incentive District, upon the terms and conditions as provided for herein (collectively, the "**Incentive District Exemptions**"), all as authorized by Article 10, §6(C) of the Oklahoma Constitution, Section 860(B) of the Act, the Project Plan, the Project Plan Ordinance, and other applicable authorizations; and

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

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

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

WHEREAS, the Taxing Entities and the City intend to create the Incentive Districts, in order (i) to promote economic development within the Project Area (as defined in the Project Plan) or Property which is an existing enterprise zone as defined by Section 853(6) of the Act, and (ii) to reverse economic stagnation or decline, to serve as a catalyst for expanding employment, and to attract investment and to preserve and enhance the tax base within the Property, which the City designated as a reinvestment area as defined by the Section 853(17) of the Act in the Project Plan Ordinance; and

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

WHEREAS, in consideration of the Incentive District Exemptions to be provided under this Agreement, the Company has agreed to make Community Betterment Payments (defined herein) to the City and payments in lieu of taxes to the other Taxing Entities in such amounts and at such times as further described in Section 5 of this Agreement; and

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

WHEREAS, the City, through the Project Plan Ordinance, has approved the adoption of this Agreement; and ,

WHEREAS, the Stillwater Public Schools through Resolution ________ adopted on ________ (a true and correct copy of which is attached hereto as Exhibit E), Meridian Technology Center through Resolution ________ adopted on ________ (a true and correct copy of which is copy attached hereto as Exhibit F), the County through Resolution ________ adopted on ________ (a true and correct copy of which is attached hereto as Exhibit G), the Health Department through Resolution ________ adopted on ________ (a true and correct copy of which is attached hereto as Exhibit H) have approved the adoption of this Agreement (collectively, the "**Taxing Entity Approvals**" and each a "**Taxing Entity Approval**"); and

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

1. **Incorporation of Recitals.**

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

2. **Project.**

a. Purpose.

The objectives of this Agreement are:

(i) To attract the Project and the accompanying investment and development to the City, which would not occur without the tax incentives described in this Agreement.

(ii) To generate new revenues for the City in the form of Community Betterment Payments and for each of the Taxing Entities in the form of annual payments in lieu of taxes ("**PILOTs**") for each Data Center constructed as part of the Project, in accordance with Section 5 of this Agreement.

b. Project Scope.

The Project will consist of up to six (6) Phases corresponding to the six (6) Incentive Districts, with each Phase of the Project estimated to consist of at least five hundred million dollars ($500,000,000) in private investment by the Company.

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

Further, because the Project will be constructed in Phases over an extended period, the Parties acknowledge that, although the Company anticipates developing one Data Center per Phase, the Company may construct Data Centers that overlap the boundaries of more than one Incentive District or multiple Data Centers in one Phase, as discussed Section 4 herein, subject to the payment of PILOTs and Community Betterment Payments for each Data Center constructed, per Section 5.

3. **Approval of the Tax Abatement.**

Pursuant to Section 865 of the Act, the City and each of the Taxing Entities hereby (i) agree to the Incentive District Exemptions, subject to the terms and conditions of this Agreement; (ii) approve the form of the Project Plan Ordinance , the creation of each Incentive District pursuant to the Project Plan Ordinance, and all Incentive District Exemptions provided pursuant to the Project Plan Ordinance and this Agreement; (iii) waive any defects within or relating to the Project Plan Ordinance and this Agreement; and (iv) agree to relinquish for the duration of the Incentive District Term for each Incentive District any and all tax revenues attributable to the Phase, including, for the avoidance of doubt, all real property taxes and personal property taxes in excess of the Base Value, as defined herein, which the Parties agree is the value attributable to new investment after approval of the Project Plan.

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

4. **Tax Abatement Terms.**

a. The Incentive District Exemptions.

In accordance with Section 860(B) of the Act and the Project Plan Ordinance, all new value attributable to investment qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision within each Incentive District made after the effective date of the Project Plan shall be afforded a one hundred percent (100%) exemption for the duration of the Incentive District Term, during which no ad valorem taxes shall be assessed against such property. The incentive provided under the Act and this Agreement shall not include Public Service Property, if any, located within each Incentive District; provided that "Public Service Property" shall be defined as property of all railroads, air carriers and public service corporations assessed annually by the State Board of Equalization pursuant to 68 O.S. § 2847 and Article 10, § 21 of the Oklahoma Constitution.

b. Activation of the Incentive District Exemptions.

(i) In accordance with the Project Plan Ordinance, each Incentive District shall, unless sooner terminated pursuant to the terms of the Economic Development Agreement described in subsection (ii) below, become effective and provide the Incentive District Exemption upon the earlier of (a) January 1 of the year immediately following the completion of a Data Center within that Incentive District, as evidenced by the issuance of a certificate of occupancy or delivery of written notice by the Company to the City of substantial completion, or (b) January 1 of the year in which the tenth anniversary of the Project Plan Ordinance occurs, which the Parties anticipate to be January 1, 2034 (each an "**Exemption Activation Condition**" with the date of activation being the "**Exemption Effective Date**"). In accordance with Section 856(B)(2) of the Act, no Incentive District Exemptions may become effective more than ten years after approval of the Project Plan.

Upon or prior to the occurrence of an Exemption Activation Condition, as applicable, the City will, in accordance with the Project Plan Ordinance, confirm the Exemption Effective Date, designation, and name of each Incentive District by resolution or by action of the City Manager; provided, however, that if City Council has not passed such resolution: (a) within thirty (30) days following the issuance of a certificate of occupancy or delivery of written notice by the Company to the City of substantial completion or (b) by December 15, whichever is earlier, the City Manager shall immediately, and in all cases prior to the Exemption Effective Date, confirm the Exemption Effective Date, designation, and name of each Incentive District. Upon confirmation of the Exemption Effective Date, designation, and name of any Incentive District, the City Manager shall promptly deliver written notice to the Payne County Assessor ("**County Assessor**"), each of the other Taxing Entities, and the Company identifying the Incentive District activated and the Exemption Effective Date (the "**Incentive District Commencement Notice**").

(ii) Concurrently with this Agreement, the City, the Stillwater Economic Development Authority, a public trust ("**SEDA**"), and the Company shall enter into an Economic Development Agreement providing for the development of Phase 1 and Phase 2 of the Project. The Company must provide written notice to the City that it intends to commence Phase 2 within two (2) years of completion of Phase 1. If the Company fails to commence development of Phase 2 within two (2) years of such notice, the City may terminate the undeveloped Incentive Districts, and, pursuant to the terms set forth in the Economic Development Agreement, SEDA may acquire the Company's remaining portions of the Property.

Upon execution of a Supplemental Economic Development Agreement by the City, SEDA, and the Company for Phases 3 through 6 of the Project, whether one or more, the Company shall undertake the development of each such Phase in accordance with the Supplemental Economic Development Agreement(s). If Phase 2 has been developed but the development of Phase 3 has not commenced within 10 years of adoption of the Project Plan, then any remaining undeveloped Incentive Districts shall terminate. If Phase 2 has been developed and Phase 3 has commenced development (including design, engineering, permitting, construction for the site and/or associated infrastructure) within 10 years of the adoption of the Project Plan, the remaining undeveloped Incentive Districts will become effective. Thereafter, if development of Phase 4 has not commenced within 12 years of the adoption of the Project Plan, then any remaining undeveloped Incentive Districts shall terminate. If development of Phase 5 has not commenced within 14 years of the adoption of the Project Plan, then any undeveloped Incentive Districts shall terminate.

c. Exemption Term.

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

d. Exemption Calculation.

Pursuant to an assessment performed by the County Assessor promptly after adoption of the Project Plan (in any event within 90 days), the County Assessor shall determine the base value of each Incentive District (the "**Base Values**" and each a "**Base Value**"). The Base Value shall be the total market value of real and personal property within an Incentive District multiplied by the assessment ratio. When determined, the Base Values shall be provided on Exhibit I, and approved by all Parties pursuant to this Agreement. The Parties waive any defect or irregularities with respect to the determination of the Base Values. The Base Value shall be subject to ad valorem taxation. Upon receipt of an Incentive District Commencement Notice, the County Assessor shall ensure that, as of the applicable Exemption Effective Date and for the duration of the applicable Incentive District Term, no ad valorem taxes are assessed against any qualifying exempt property (including land value) above the Base Value in that Incentive District. For clarity, the exemption extends to any increases in land value over the base land value, provided the use of the land remains eligible for the exemption. For avoidance of doubt, the Incentive District Exemption shall apply to all new investment attributable to property qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision made in the Incentive District above the applicable Base Value, in accordance with Section 860(B) of the Project Plan. For additional clarity, if any improvements supporting the Data Center operations and qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 are constructed within an Incentive District prior to the construction of a Data Center, such improvements shall be subject to property taxation until such time as the construction of a Data Center triggers the Exemption Commencement Date for that Incentive District. On and after the Exemption Commencement Date, such improvements shall be exempt throughout the Incentive District Term.

e. Minor Amendments to the Incentive District Boundaries.

Although the Company anticipates that it will construct one Data Center per Incentive District, the Parties acknowledge and agree that the site plan, including the anticipated size, location, and number of Data Centers, is subject to change at the Company's sole discretion. If the Company constructs a Data Center that is located within the boundaries of more than one Incentive District, then the City Manager, acting on behalf of the City in accordance with Section VI of the Project Plan, shall first endeavor to adjust the Incentive District boundaries in accordance with the following: If an adjustment of the Incentive District boundaries can be made that would result in the Data Center being located within a single Incentive District and would not result in an addition to an Incentive District constituting more than five percent (5%) of that Incentive District, then the City Manager in accordance with Sections VIII.D and VIII.F of the Project Plan, Section 858(D) of the Act, and this Agreement will, prior to sending the Incentive District Commencement Notice, administratively approve an amendment to the Project Plan adjusting the boundaries of the Incentive Districts such that the Data Center is in one Incentive

District, without any further legislation required. The Company shall reasonably cooperate with the City Manager in providing information necessary for the City Manager to make the foregoing determinations.

f. Activation if a Data Center is Located Within Multiple Incentive Districts.

If the City Manager cannot adjust the Incentive District boundaries in accordance with the previous Section, then the occurrence of the Exemption Activation Condition will trigger the activation of each Incentive District in which a portion of the Data Center is located, with the Incentive District Exemption Effective Date for each such Incentive District being January 1 of the immediately subsequent calendar year.

If, for example, construction of a Data Center is completed in 2027 and a portion of the Data Center is located in Incentive District 3 and another portion is located in Incentive District 4, the Incentive District Commencement Notice would indicate that both Incentive Districts 3 and 4 will have an Exemption Effective Date of January 1, 2028.

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

5. Payments in Lieu of Taxes ("PILOTs") and Community Betterment Payments.

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

Phase 1 and 2. For each of Phase 1 and Phase 2 of the Project, the Company shall make annual PILOT payments to the Taxing Entities beginning in the PILOT Commencement Year. The initial annual PILOT payment for Phase 1 will total Eight Hundred Sixty-Seven Thousand Five Hundred Sixty-Eight and No/100 Dollars ($867,568.00). This amount will be disbursed to the Taxing Entities as follows:

Taxing Entity	Initial Annual Payment for Phase 1	Share of Total PILOT Payments
Stillwater Public Schools	$624,022.98	71.93%
Meridian Technology Center	$135,599.18	15.63%
Payne County	$89,984.51	10.37%
County Health Department	$17,961.33	2.07%
Total	**$867,568.00**	**100%**

After the first annual payment, the PILOT payments to each Taxing Entity will increase by one percent (1.00%) each year, as illustrated in Exhibit J. The PILOT payments for Phase 2 will be set using the same schedule as Phase 1. For instance, if Phase 1 is completed in 2026 with a PILOT Commencement Year of 2027, and Phase 2 is completed in 2032 with a PILOT Commencement Year of 2033, then in 2033, the Company shall pay two equal PILOTS, each in the total amount of $920,941. These payments will be allocated to the Taxing Entities in the same proportions established above for Phase 1.

Phases 3 through 6. For Phases 3 through 6 of the Project, the initial PILOT for each Phase will be the product of the PILOT applicable to Phase 1 in the amount indicated in the table above and the quotient of the CPI in the PILOT Commencement Year for the applicable Phase divided by the CPI in the year 2024. In other words, the initial PILOT for each Phase shall be calculated as follows:

$$\text{Initial Phase 1 PILOT from the table above} \times \frac{\text{CPI in PILOT Commencement Year for applicable Phase}}{\text{CPI in 2024}}$$

Thereafter, the PILOT for that Phase will increase by one percent (1.00%) each year. For purposes of this Project Plan, CPI refers to the annual average of United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for All Urban Consumers (CPI-U): U.S. Cities Average, all items index (Reference Base 1982-84 equal 100) ("CPI").

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

Community Betterment Payments. The Company shall make an annual payment to the City, herein a "**Community Betterment Payment**", for each Phase of the Project, beginning in the PILOT Commencement Year. The initial annual Community Betterment Payment for Phase 1 shall be One Hundred Thirty-Two Thousand Four Hundred Thirty-Two and No/100 Dollars ($132,432.00). After the first annual payment, the amount of the Community Betterment Payment to the City will increase by one percent (1.00%) each year for each Phase, as illustrated in Exhibit J. The Community Betterment Payment for Phase 2 will follow the same payment schedule as Phase 1. For example, if Phase 1 is complete in 2026, with a PILOT Commencement Year of 2027, and Phase 2 is complete in 2032, with a PILOT Commencement Year of 2033, then in 2033, the Company shall make two equal Community Betterment Payments to the City, one for each Phase, each in the amount of $140,579. For Phases 3 through 6 of the Project, the Community

Betterment Payment for each Phase will be determined as provided in Supplemental Development Agreement(s) between the City and the Company.

The Company shall make the PILOTs and Community Betterment Payments described in this Section 5 to the applicable Taxing Entities and City by January 1 of each Exemption Year for the duration of the Incentive District Term of each Incentive District (the "**Payment Date**") delivered to the City and Taxing Entities at their respective notice addresses provided in Section 14_below, unless written payment instructions are otherwise provided to the Company by the Taxing Entities and the City no later 30 days prior to the Payment Date. All PILOT amounts paid to Meridian Technology Center shall be donations for capital projects and improvements, to be deposited into Meridian Technology Center's building fund.

6. <u>Annual Report.</u>

Pursuant to Section 860(F) and Section 867(B) of the Act (collectively, the "**Reporting Statutes**"), on or before the ninetieth (90^{th}) day following the end of each fiscal or tax year, the City Manager or his or her designee shall prepare and submit the reports required by those sections (the "**Annual Reports**") for each Incentive District to the Oklahoma Department of Commerce and the chief executive officer of each Taxing Entity. For each Incentive District, commencing in the year following the Exemption Commencement Year and each year thereafter during the Incentive District Term, the Company shall provide to the City by no later than February 1 a report in the form attached hereto as <u>Exhibit K</u> to assist the City with its Annual Reports.

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

7. <u>Term.</u>

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

8. <u>Default.</u>

a. <u>Default by the Company.</u>

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

Notwithstanding the above, in the event the Company fails to make a PILOT payment to a Taxing Entity or a Community Betterment Payment to the City on or before the Payment Date, the overdue amounts will incur interest at an annual rate of six percent (6%) until paid in full. Furthermore, the City and each Taxing Entity reserve the right to file a lien against the Property where the Data Center is located until all outstanding PILOT amount(s) and Community Betterment Payment(s) are paid in full.

b. Default by the City or Taxing Entities.

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

9. Remedies.

After the passage applicable notice and cure periods as provided herein, the non-defaulting Party shall have the right to terminate this Agreement, and to pursue all remedies available hereunder at law and in equity. The rights and remedies of the Parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. In addition, upon termination of this Agreement, the City shall be entitled to terminate, dissolve, or modify the Incentive Districts.

10. Force Majeure.

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

11. Successors and Assigns.

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

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

In the event the Company transfers fee ownership by a total or partial sale of the Project Area, or any portion thereof, to a third party ("**Third Party Purchaser**") without a corresponding full or partial assignment of this Agreement to the Third Party Purchaser in accordance with the terms of this Section 11, the City shall be entitled to terminate, dissolve, or modify the corresponding Incentive Districts and amend this Agreement.

12. Cooperation.

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

13. Estoppel Certificate.

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

14. Notice.

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

If to the City:

The City of Stillwater Oklahoma
Attn: City Manager
723 S. Lewis St.
Stillwater, OK 47074

If to Stillwater Public Schools:

Board of Education of Stillwater Public Schools
Attn: Board President
314 S. Lewis St.
Stillwater, OK 74074

If to Meridian Technology Center:

Board of Education of Meridian Technology Center
Attn: Board President
1312 S. Sangre Rd.
Stillwater, OK 74074

If to the Board of County Commissioners of Payne County:

Board of County Commissioners of Payne County
Payne County Administration Building
315 W. 6th Ave., Suite 200/201
Stillwater, OK 74074

If to the Payne County Health Department:

Payne County Health Department
Attn: Director
1321 W. 7th Ave.
Stillwater, OK 74074

If to the Company:

McAfee & Taft
℅ Kipper LLC
Attn: Simon Bright
8th Floor, Two Leadership Square
211 N Robinson Ave

Oklahoma City, OK 73102
Email: simon.bright@mcafeetaft.com

With a copy to:

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

15. <u>Amendment.</u>

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

16. <u>Severability.</u>

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

17. <u>Applicable Law.</u>

The laws of the State of Oklahoma (excluding its conflict of laws rules that would apply the laws of another jurisdiction) exclusively apply to this Agreement. Any claim arising directly or indirectly from or relating to this Agreement must be filed and maintained exclusively in a court of competent jurisdiction in the state or federal courts located in Oklahoma. The Parties submit to that jurisdiction and venue for all purposes.

18. <u>Authority.</u>

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

19. <u>Counterparts</u>

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

20. Entire Agreement

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

21. Section Headings

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

[Signatures follow on separate pages.]

CITY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**CITY**"

The City of Stillwater, Oklahoma,
a municipal corporation

ATTEST:

____
Teresa Kadavy, City Clerk

By: ______________________________
William H. Joyce, Mayor

(SEAL)

Approved as to form and legality this ___ day of ________, 2024.

____
[Name], City Attorney

SCHOOL DISTRICT SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**STILLWATER PUBLIC SCHOOLS**"

Board of Education of Independent School District Number
16 of Payne County, Oklahoma

By: ________________________________
Tim Riley, Board President

(SEAL)

ATTEST:

By: ________________________________
Secretary

MERIDIAN TECHNOLOGY CENTER SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**MERIDIAN TECHNOLOGY CENTER**"

Board of Education of School District
Number 16 of Payne County, Oklahoma

By: ______________________________
Randy Kellogg, Board President

(SEAL)

ATTEST:

By: ______________________________
Secretary

COUNTY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“**COUNTY**”

Board of County Commissioners, Payne County

By: ______________________________
Zach Cavett, District 1 Commissioner, Chairman

By: ______________________________
Chris Reding, District 2 Commissioner

By: ______________________________
Rhonda Markum, District 3 Commissioner

ATTEST:

____
Glenna Craig, Payne County Clerk

(SEAL)

Approved as to form this ___ day of ________, 2024.

____
_________, District Attorney

HEALTH DEPARTMENT SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**HEALTH DEPARTMENT**"

Payne County Health Department

By: ______________________
Kelli Rader, Director

(SEAL)

ATTEST:

By: ______________________
Secretary

COMPANY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“**COMPANY**”

Kipper LLC,
a Delaware limited liability company

By: ___________________________
Name: ____________________
Title:_______________________

COUNTY ASSESSOR ACKNOWLEDGEMENT FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

Acknowledged and Agreed:

"**COUNTY ASSESSOR**"

By: ______________________________
Name: ____________________
Title: ____________________

Exhibit Table of Contents

Exhibit A

Description of the Property

Total Project Area or Property Legal Description

A tract of land located in the Northeast Quarter (NE/4), Northwest Quarter (NW/4), and Southwest Quarter (SW/4), and Southeast Quarters (SE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on March 13, 2024 as follows:

COMMENCING at the SW/C, SW/4, S36-T20-R2E monumented by a 1" Rail Road Spike; thence with a BASIS OF BEARING of N 00°41'24" W along the west line of the SW/4 a distance of 2638.58 feet to the NW/C, SW/4, SEC36-T20N-R3E monumented by a 1/2" Rebar AND the POINT OF BEGINNING;
Thence along the west line of the NW/4 with a bearing of N 00°42'47" W a distance of 2630.81 feet to the NW/C, NW/4 SEC36-T20N-R2E monumented by a Railroad Spike;
Thence with a bearing of N 89°13'38" E along the north line of the NW/4 a distance of 2629.53 feet to the NE/C, NW/4 SEC36-T20N-R2E monumented by a 1/2" Rebar;
Thence with a bearing of N 89°18'29" E along the north line of the NE/4 a distance of 2630.74 feet to the NE/C, NE/4, SEC36-T20N-R2E monumented by a Mag Nail;
Thence with a bearing of S 00°49'51" E along the east line of the NE/4 a distance of 2122.35 feet to a point on the East Line of NE/4, SEC36-T20N-R2E, also being a point on the Northerly Rail Road R/W line of Eastern Oklahoma Railway particularly described in Book 7, Page 208;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.96 feet, having a chord bearing of S 27°41'11" W and a chord distance of 761.36, and an arc length of 763.73 feet to a point on said Northerly Rail Road R/W Line;
Thence with a bearing of N 54°28'57" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2773.96 feet, having a chord bearing of S 40°33'13" W and a chord distance of 487.07 feet, and an arc length of 487.70 to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence with a bearing of S 44°24'34" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.69 feet, having a chord bearing of S 51°55'38" W and a chord distance of 616.73, and an arc length of 617.99 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence with a bearing of S 59°21'10" W a distance of 1676.22 feet to a point on said Northerly Rail Road R/W Line;
Thence with a bearing of S59°21'10" W a distance of 614.77 feet to a point on said Northerly Rail Road R/W Line;
Thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2915.05 feet, having a chord bearing of S 55°26'11"W and a chord distance of 387.62 feet, and an arc length of 387.91 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap Hitech;
Thence with a bearing of N 00°47'43" W along the west line of the east 60 acres of the SW/4 a distance of 2333.99

feet to a point on the north line of the SW/4, SEC36-T20N-R2E monumented by a 1/2" pipe; Thence along said north line of said SW/4 with a bearing of S 89°28'48" W a distance of 1645.64' back to the POINT OF BEGINNING.

Less and Except:
A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northwest Quarter of said Section 36, Thence along the North line of the Northeast Quarter of said Section 36 N 89° 18' 29" E, a distance of 452.85 feet;
Thence departing said North line S 00° 00' 42" W, a distance of 1143.51 feet;
Thence S 89° 59' 34" W, a distance of 1,189.48 feet;
Thence N 00° 00' 04" E, a distance of 1,128.25 feet to a point on the North line of the Northwest Quarter of said Section 36;
Thence along said North line N 89° 13' 38" E, a distance of 736.95 feet back to the POINT OF BEGINNING.

Containing 16,844,572 square feet OR 386.698 acres more or loss

<u>Incentive District 1 Legal Description</u>

A tract of land located in the Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet; Thence departing said East line, S 89° 59' 44" W, a distance of 2,200.10 feet; Thence N 00° 00' 01" E, a distance of 1,516.34 feet to a point on the North line of said Northeast Quarter; Thence along said North line N 89° 18' 29" E, a distance of 2,177.89 feet back to the POINT OF BEGINNING.

Containing 3,347,887 square feet OR 76.857 acres more or less.

<u>Incentive District 2 Legal Description</u>

A tract of land located in the Southeast Quarter (SE/4) and Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet to the POINT OF BEGINNING;
Thence S 00° 49' 52" E, a distance of 579.72 feet to a point being a non-tangent curve to the right also being a point on the Northeasterly Railroad Right-Of-Way line recorded at Book 7, Page

208 in the records of Payne County Clerk's Office; Thence along the Northwesterly Right-Of-Way line for the next six (6) calls:
(1) Along said curve to the right having a radius of 2,799.14 feet, an arc length of 763.70 feet, and having a chord bearing of S 27° 41' 41" W, a chord length of 761.34 feet to a point of non-tangency;
(2) Thence N 54° 28' 57" W, a distance of 20.00 feet to a non-tangent curve to the right;
(3) Thence along curve to the right having a radius of 2773.96 feet, an arc length of 487.70 feet, and having a chord bearing of S 40° 33' 14" W, a chord length of 487.07 feet to a point of non-tangency;
(4) Thence S 44° 24' 34" E, a distance of 20.00 feet to a non-tangent curve to the right;
(5) Thence along curve to the right having a radius of 2793.69 feet, an arc length of 617.99 feet, and having a chord bearing of S 51° 55' 38" W, a chord length of 616.73 feet to a point of non-tangency;
(6) Thence S 59° 19' 00" W, a distance of 1,221.25 feet;
Thence departing from said Northwesterly Right-Of-Way line N 00° 00' 12" E, a distance of 1,155.08 feet;
Thence N 00° 00' 00" W, a distance of 1,075.36 feet;
Thence N 00° 00' 00" E, a distance of 399.42 feet;
Thence N 89° 59' 44" E, a distance of 2,200.12 feet back to the POINT OF BEGINNING.

Containing 4,111,928 square feet OR 94.397 acres more or less.

Incentive District 3 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36;
Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1645.61 feet;
Thence along the West line of Lot Four (4) Richmond Road & Highway 177 Addition, S 00° 48' 02" E, a distance of 334.80 feet to the POINT OF BEGINNING;
Thence N 89° 59' 20" E, a distance of 1,399.15 feet; Thence S 00° 00' 12" W, a distance of 1,155.08 feet to a point on the Northwesterly line of a Railroad Right-Of-Way recorded at Book 7, Page 208 in the records of Payne County Clerk's Office; Thence continuing along said Northwesterly line S 59° 19' 00" W, a distance of 1,223.40 feet to a non-tangent curve to the left; Thence along said curve having a radius of 2915.00 feet, an arc length of 387.91 feet, and having a chord bearing of S 55° 26' 11" W, a chord length of 387.62 feet to a point of non-tangency; Thence departing said Northwesterly line N 00° 47' 43" W, a distance of 1999.19 feet back to the POINT OF BEGINNING.

Containing 2,172,023 square feet OR 49.878 acres more or less.

Incentive District 4 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) and Northeast Quarter (NE/4) and Northwest Quarter (NW/4) of Section Thirty-Six (36), Township

Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36; Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1622.33 feet to the POINT OF BEGINNING;
Thence N 00° 00' 46" W, a distance of 740.78 feet; Thence N 89° 59' 20" E, a distance of 1427.27 feet;
Thence S 00° 00' 00" W, a distance of 1075.36 feet; Thence S 89° 59' 20" W, a distance of 1399.15 feet;
Thence N 00° 48' 02" W, a distance of 334.80 feet; Thence continuing along said South line S 89° 28' 48" W, a distance of 23.28 feet back to the POINT OF BEGINNING.

Containing 1,526,135 square feet OR 35.035 acres more or less.

Incentive District 5 Legal Description

A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northwest Quarter of said Section 36,
Thence along the North line of the Northeast Quarter of said Section 36, N 89° 18' 29" E, a distance of 452.85 feet;
Thence departing said North line and along the East line of Lot Seven (7) in Richmond Road & Highway 177 Addition, S 00° 00' 42" W, a distance of 1143.51 feet to the POINT OF BEGINNING;
Thence S 00° 02' 04" E, a distance of 372.20 feet; Thence S 00° 00' 00" W, a distance of 399.42 feet;
Thence S 89° 59' 20" W, a distance of 1,427.27 feet; Thence N 00° 00' 17" E, a distance of 210.20 feet;
Thence N 90° 00' 00" E, a distance of 237.55 feet; Thence N 00° 00' 00" W, a distance of 562.17 feet;
Thence N 89° 59' 34" E, a distance of 1,189.48 feet to the POINT OF BEGINNING.

Containing 968,675 square feet OR 22.238 acres more or less.

Incentive District 6 Legal Description

A tract of land located in the Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of said Section 36, Thence along the North line of said Section 36 N 89° 13' 38" E, a distance of 1,892.59 feet;
Thence departing from said North line S 00° 00' 03 " W, a distance of 1690.42 feet;

Thence S 89° 56' 04" W, a distance of 237.57 feet;
Thence S 00° 00’ 00” W, a distance of 209.93 feet;
Thence S 00° 00’ 46” E, a distance of 740.78 feet to a point on the South line of the Northwest Quarter of said Section 36; Thence along said South line S 89° 28' 48" W, a distance of 1622.33 feet to the Southwest corner of the Northwest Quarter; Thence departing said South line and along the West line of the Northwest Quarter of said Section 36 N 00° 42' 47" W, a distance of 2630.81 feet back to the POINT OF BEGINNING.

Containing 4,717 996 square feet OR 108.310 acres more or less.

Map of Property and Incentive Districts

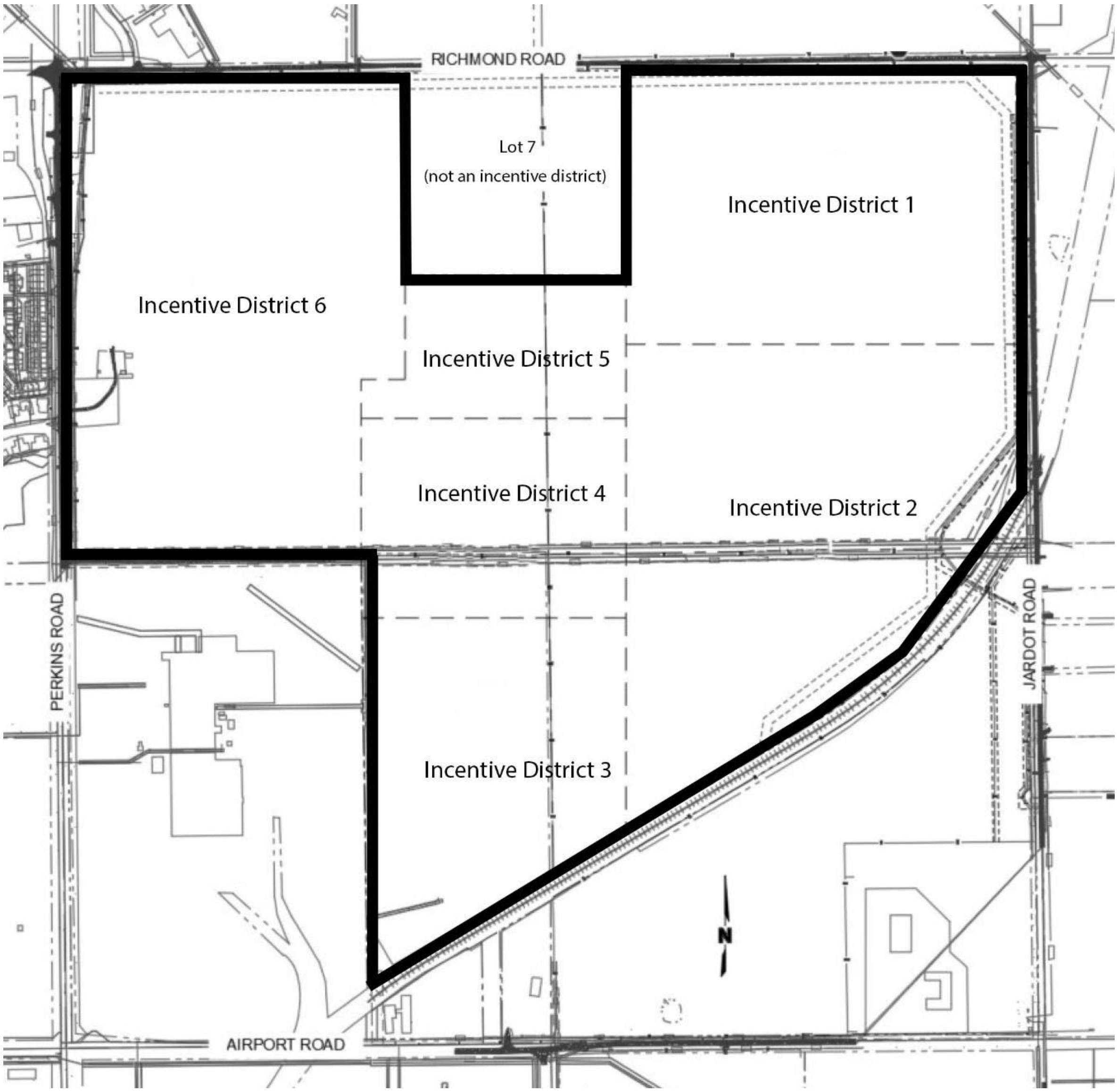


Exhibit B

Copy of Stillwater Planning Commission Resolution

Exhibit C

Copy of Stillwater Local Development Act Review Committee Resolution

Exhibit D

Copy of Project Plan Ordinance

Exhibit E

Copy of Stillwater Public Schools Agreement Adoption Resolution

Exhibit F

Copy of Meridian Technology Center Agreement Adoption Resolution

Exhibit G

Copy of County Agreement Adoption Resolution

Exhibit H

Copy of Health Department Agreement Adoption Resolution

Exhibit I

Incentive District Base Value Assessments

The Base Value for each Incentive District is equal to the total market value of real and personal property within the Incentive District multiplied by the assessment ratio. Within 90 days of the adoption of the Project Plan, the County Assessor has certified the Base Value for each Incentive District, as set forth in the table below. The Parties acknowledge that the County Assessor has taken into consideration the prospective purchase price of the property at $10,500 per acre in calculating Base Value. The Company will reasonably cooperate with the County Assessor to provide documentation required to verify the prospective purchase price to the reasonable satisfaction of the County Assessor.

Parcel	**Acreage**	**Percentage of Total Project Area Acreage**	**TID Base Value**
Total Project Area	**386.698**	**100%**	
Incentive District 1	**76.857**		
Incentive District 2	**94.397**		
Incentive District 3	**49.878**		
Incentive District 4	**35.035**		
Incentive District 5	**22.238**		
Incentive District 6	**108.310**		

<u>Exhibit J</u>

<u>PILOT and Community Betterment Payment Escalation Schedule (per Data Center)</u>

The following tables illustrate the estimated PILOT and Community Betterment Payment escalation schedule for Phase 1 and Phase 2, assuming that 2027 is the first PILOT Commencement Year for the first Data Center and 2033 is the first PILOT Commencement Year for the second Data Center.

Phase 1 PILOT and Community Betterment Payments						
Calendar Year		**Stillwater Public Schools PILOT**	**Tech. Center PILOT**	**County PILOT**	**Health Dept. PILOT**	**Community Betterment Payments**
Year	2024	Project Plan Approval				
Year	2025	Construction Year				
Year	2026	Earliest Possible Construction Completion Year				
Year 1	2027	$ 624,023	$ 135,599	$ 89,985	$ 17,961	$ 132,432
Year 2	2028	$ 630,263	$ 136,955	$ 90,884	$ 18,141	$ 133,756
Year 3	2029	$ 636,566	$ 138,325	$ 91,793	$ 18,322	$ 135,094
Year 4	2030	$ 642,932	$ 139,708	$ 92,711	$ 18,506	$ 136,445
Year 5	2031	$ 649,361	$ 141,105	$ 93,638	$ 18,691	$ 137,809
Year 6	2032	$ 655,854	$ 142,516	$ 94,575	$ 18,878	$ 139,187
Year 7	2033	$ 662,413	$ 143,941	$ 95,520	$ 19,066	$ 140,579
Year 8	2034	$ 669,037	$ 145,381	$ 96,476	$ 19,257	$ 141,985
Year 9	2035	$ 675,727	$ 146,834	$ 97,440	$ 19,450	$ 143,405
Year 10	2036	$ 682,485	$ 148,303	$ 98,415	$ 19,644	$ 144,839
Year 11	2037	$ 689,310	$ 149,786	$ 99,399	$ 19,840	$ 146,287
Year 12	2038	$ 696,203	$ 151,284	$ 100,393	$ 20,039	$ 147,750
Year 13	2039	$ 703,165	$ 152,797	$ 101,397	$ 20,239	$ 149,228
Year 14	2040	$ 710,196	$ 154,325	$ 102,411	$ 20,442	$ 150,720
Year 15	2041	$ 717,298	$ 155,868	$ 103,435	$ 20,646	$ 152,227
Year 16	2042	$ 724,471	$ 157,426	$ 104,469	$ 20,853	$ 153,749
Year 17	2043	$ 731,716	$ 159,001	$ 105,514	$ 21,061	$ 155,287
Year 18	2044	$ 739,033	$ 160,591	$ 106,569	$ 21,272	$ 156,840

Phase 1 PILOT and Community Betterment Payments						
Calendar Year		Stillwater Public Schools PILOT	Tech. Center PILOT	County PILOT	Health Dept. PILOT	Community Betterment Payments
Year 29	2045	$ 746,424	$ 162,197	$ 107,635	$ 21,484	$ 158,408
Year 20	2046	$ 753,888	$ 163,819	$ 108,711	$ 21,699	$ 159,992
Year 21	2047	$ 761,427	$ 165,457	$ 109,798	$ 21,916	$ 161,592
Year 22	2048	$ 769,041	$ 167,111	$ 110,896	$ 22,135	$ 163,208
Year 23	2049	$ 776,731	$ 168,782	$ 112,005	$ 22,357	$ 164,840
Year 24	2050	$ 784,499	$ 170,470	$ 113,125	$ 22,580	$ 166,489
Year 25	2051	$ 792,344	$ 172,175	$ 114,256	$ 22,806	$ 168,153
TOTAL		**$ 17,624,406**	**$ 3,829,755**	**$ 2,541,450**	**$ 507,285**	**$ 3,740,303**

Phase 2 PILOT and Community Betterment Payments						
Calendar Year		**Stillwater Public Schools PILOT**	**Tech. Center PILOT**	**County PILOT**	**Health Dept. PILOT**	**Community Betterment Payments**
Year 1	2033	$ 662,413	$ 143,941	$ 95,520	$ 19,066	$ 140,579
Year 2	2034	$ 669,037	$ 145,381	$ 96,476	$ 19,257	$ 141,985
Year 3	2035	$ 675,727	$ 146,834	$ 97,440	$ 19,450	$ 143,405
Year 4	2036	$ 682,485	$ 148,303	$ 98,415	$ 19,644	$ 144,839
Year 5	2037	$ 689,310	$ 149,786	$ 99,399	$ 19,840	$ 146,287
Year 6	2038	$ 696,203	$ 151,284	$ 100,393	$ 20,039	$ 147,750
Year 7	2039	$ 703,165	$ 152,797	$ 101,397	$ 20,239	$ 149,228
Year 8	2040	$ 710,196	$ 154,325	$ 102,411	$ 20,442	$ 150,720
Year 9	2041	$ 717,298	$ 155,868	$ 103,435	$ 20,646	$ 152,227
Year 10	2042	$ 724,471	$ 157,426	$ 104,469	$ 20,853	$ 153,749
Year 11	2043	$ 731,716	$ 159,001	$ 105,514	$ 21,061	$ 155,287
Year 12	2044	$ 739,033	$ 160,591	$ 106,569	$ 21,272	$ 156,840
Year 13	2045	$ 746,424	$ 162,197	$ 107,635	$ 21,484	$ 158,408
Year 14	2046	$ 753,888	$ 163,819	$ 108,711	$ 21,699	$ 159,992
Year 15	2047	$ 761,427	$ 165,457	$ 109,798	$ 21,916	$ 161,592
Year 16	2048	$ 769,041	$ 167,111	$ 110,896	$ 22,135	$ 163,208
Year 17	2049	$ 776,731	$ 168,782	$ 112,005	$ 22,357	$ 164,840
Year 18	2050	$ 784,499	$ 170,470	$ 113,125	$ 22,580	$ 166,489
Year 29	2051	$ 792,344	$ 172,175	$ 114,256	$ 22,806	$ 168,153
Year 20	2052	$ 800,267	$ 173,897	$ 115,399	$ 23,034	$ 169,835
Year 21	2053	$ 808,270	$ 175,636	$ 116,553	$ 23,265	$ 171,533

Phase 2 PILOT and Community Betterment Payments						
Calendar Year		**Stillwater Public Schools PILOT**	**Tech. Center PILOT**	**County PILOT**	**Health Dept. PILOT**	**Community Betterment Payments**
Year 22	2054	$ 816,352	$ 177,392	$ 117,719	$ 23,497	$ 173,249
Year 23	2055	$ 824,516	$ 179,166	$ 118,896	$ 23,732	$ 174,981
Year 24	2056	$ 832,761	$ 180,958	$ 120,085	$ 23,969	$ 176,731
Year 25	2057	$ 841,089	$ 182,767	$ 121,286	$ 24,209	$ 178,498
TOTAL		**$ 18,708,662**	**$ 4,065,362**	**$ 2,697,801**	**$ 538,494**	**$ 3,970,407**

Exhibit K

Annual Reporting Form

City of Stillwater – TID Annual Reporting Form

Project Name:______________________________________

Project Location:____________________________________

Incentive District: #_________________________________

Reporting Period:________________ to ________________

Reporting Criteria	
Entities receiving exemptions	
Description of exempted property and improvements	
Fair market value of property exempted	
Exemption term remaining	

EXHIBIT L.1

TO LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment Agreement**") is made and entered into by and between Kipper LLC (the "**Company**") and ________________________________, a _________________________ (the "**Successor**"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Local Development Act Tax Incentive Agreement between Kipper, LLC, a Delaware limited liability company ("**Company**"), the City of Stillwater, Oklahoma, a municipal corporation (the "**City**"), the Board of Education Independent School District Number 16 of Payne County, Oklahoma("**Stillwater Public Schools**"), the Board of Education of Meridian Technology Center (the "**Technology Center**"), the Board of County Commissioners of Payne County (the "**County**"), and the Board of the Payne County Health Department (the "**Health Department**") (collectively, Stillwater Public Schools, Meridian Technology Center, the County, and the Health Department are the "**Taxing Entities**") (the Company, the City and the Taxing Entities are collectively referred to as the "**Parties**", each a "**Party**"), dated __________ (the "**Tax Incentive Agreement**," a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, on__________, the City adopted the Project Plan Ordinance, approving the Project Rohan Economic Development Project Plan in order to provide ad valorem property tax abatements for the Project on the Property (both as defined in the Tax Incentive Agreement), and at the same time passed six (6) Incentive District Ordinances approving six (6) Incentive Districts on the Property, all as specified in the Incentive District Ordinances and the Tax Incentive Agreement; and

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

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

WHEREAS, the Successor wishes to obtain all of the benefits and incur all of the obligations of the Tax Incentive Agreement with respect to the Transferred Property, as well as any additional property later developed, located or installed within or on the Transferred Property, and, as agreed in the Tax Incentive Agreement, the City and other Taxing Entities shall make these benefits available to the Successor on the terms set forth in the Tax Incentive Agreement as long as the Successor executes this Assignment Agreement.

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

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company with respect to the Transferred Property, and (b) all of the benefits, rights and entitlements of the Tax Incentive Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the Transfer Date, of all of the representations, warranties and covenants made by or required of the Company that are contained in the Tax Incentive Agreement; provided, however, that to the extent such representations, warranties and covenants are related to the Property, the Successor's certification is limited to the Transferred Property (if less than the Property). Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the Tax Incentive Agreement: Section 2 ("Project"), Section 4 ("Tax Abatement Terms"), Section 5 ("Payments in Lieu of Taxes"), Section 6 ("Annual Report"), Section 8 ("Default"), Section 9 ("Remedies"), and Section 11 ("Successors and Assigns").

2. Pursuant to Section 11 of the Tax Incentive Agreement, the Company and Successor acknowledge that the City and other Taxing Entities have permitted this assignment to Successor as provided herein, such that Successor shall have all of the benefits, rights, and entitlements, including without limitation the right to utilize Incentive District Exemptions for all Transferred Property and any other property within or on the Transferred Property, in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Company) to the Tax Incentive Agreement.

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

4. Notices to the Successor with respect to the Tax Incentive Agreement shall be given as stated in Section 14 thereof, addressed as follows:

> [Successor Name
> Successor Mailing Address
> Successor Email Address]

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

COMPANY

Kipper, LLC a [state limited liability company]

By:______________________________________

Print Name: _______________________________

Title:_____________________________________

SUCCESSOR

[Name of Successor]

By:______________________________________

Print Name: _______________________________

Title:_____________________________________

ACKNOWLEDGED AND AGREED

The City of Stillwater, Oklahoma

By:______________________________________

Print Name: _______________________________

Title: City Manager

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Tax Incentive Agreement

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Description of the Transferred Property

EXHIBIT L.2
TO LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

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

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Partial Assignment Agreement**") is made and entered into by and between Kipper LLC (the "**Company**") and ________________________________, a _________________________ (the "**Successor**"), effective this ____ day of ____, [Year] (the "**Effective Date**"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Local Development Act Tax Incentive Agreement between Kipper, LLC, a Delaware limited liability company ("**Company**"), the City of Stillwater, Oklahoma (the "**City**") and the Board of Education of the Independent School District Number 16 of Payne County, Oklahoma ("**Stillwater Public Schools**"), the Board of Education of ("Meridian **Technology Center**"), the Board of County Commissioners of Payne County (the "**County**"), and the Board of the Payne County Health Department (the "**Health Department**") (collectively, Stillwater Public Schools, the Technology Center, the County, and the Health Department are the "**Taxing Entities**") (the Company, the City and the Taxing Entities are collectively referred to as the "**Parties**", each a "**Party**"), dated __________ (the "**Tax Incentive Agreement**," a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, on__________, the City adopted the Project Plan Ordinance, approving the Project Rohan Economic Development Project Plan in order to provide ad valorem property tax abatements for the Project on the Property (both as defined in the Tax Incentive Agreement), and at the same time passed Incentive District Ordinances approving six (6) Incentive Districts on the Property, all as specified in the Incentive District Ordinances and the Tax Incentive Agreement; and

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

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

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

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

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

2. From and after the Effective Date, the Company hereby (i) agrees to remain bound by and perform all obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company; and (ii) certifies to the validity of all of the representations, warranties and covenants made by or required of the Company that are contained in the Tax Incentive Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties of the Company include, but are not limited to, those contained in the following Sections of the Tax Incentive Agreement: Section 2 ("Project"), Section 4 ("Tax Abatement Terms"), Section 5 ("Payments in Lieu of Taxes"), Section 6 ("Annual Report"), Section 8 ("Default"), Section 9 ("Remedies"), and Section 11 ("Successors and Assigns").

3. Pursuant to Section 11 of the Tax Incentive Agreement, the Company and Successor acknowledge that the City and other Taxing Entities have permitted this assignment to Successor, such that Successor shall certain, benefits, entitlements, and rights as provided herein, including without limitation, the right to Incentive District Benefits for all Successor Property, in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Company) to the Tax Incentive Agreement.

4. Notices to the Successor with respect to the Tax Incentive Agreement shall be given as stated in Section 14 thereof, addressed as follows:

[Successor Name
Successor Mailing Address
Successor Email Address]

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

COMPANY

Kipper, LLC a [state limited liability company]

By:_______________________________________

Print Name: _______________________________

Title:______________________________________

SUCCESSOR

[Name of Successor]

By:____________________________________

Print Name: ______________________________

Title:____________________________________

EXHIBIT A
TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Tax Incentive Agreement

EXHIBIT B
TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

Description of Successor Property

RESOLUTION NO. CC-2024-35

A RESOLUTION OF THE STILLWATER CITY COUNCIL ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SECTION 3 ANNUAL PLAN DIRECTED AT INCREASING THE UTILIZATION OF LOW- AND VERY LOW-INCOME RESIDENTS AND BUSINESSES WITHIN THE CDBG PROJECT SITE.

WHEREAS, the City of Stillwater is the recipient of grant funding from the Oklahoma Department of Commerce, Community Development Block Grant Small Cities, which requires the adoption of a Section 3 Plan; and

WHEREAS, Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) that is regulated by the provisions of 24 C.F.R. § 75; and

WHEREAS, the Section 3 Plan ensures that employment and other economic opportunities generated by federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons; and

WHEREAS, the Section 3 Plan outlines how the City of Stillwater and its subrecipients, contractors, and subcontractors will comply with HUD's Section 3 requirements in implementing the City of Stillwater's CDBG programs; and

WHEREAS, it is the intention of the City of Stillwater to implement its CDBG project activities in accordance with all program regulations including the said Section 3 requirements.

NOW THEREFORE BE IT RESOLVED, the Stillwater City Council hereby adopts the CDBG Section 3 Plan attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of Stillwater, Oklahoma, and signed this 4th day of November, 2024.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 4th DAY OF NOVEMBER, 2024.

____
KIMBERLY CARNLEY, CITY ATTORNEY

SECTION 3 PLAN

City of Stillwater, OK agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within the Community Development Block Grant project site. Section 3 refers to Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 projects include housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000.

Safe Harbor Compliance: The City of Stillwater will be considered to have complied with the Section 3 requirements below and met the safe harbor, if the y certify that they followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

Prior to beginning work, contractors or subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 Business Concerns as outlined in the certification of prioritization of effort for employment, training, and contracting.

HUD establishes and updates Section 3 benchmarks through a document published in the Federal Register. The City of Stillwater Grants Manager will review and update the Section 3 benchmarks as necessary.

A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area.

B. To attempt to recruit from within the City the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To ensure that all appropriate project area "business concerns" are notified of pending sub-contractual opportunities.

F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.

G. To appoint or recruit an executive official as Equal Opportunity Officer (EOO) to coordinate the implementation of this Section 3 plan.

H. To list all permanent workforce for this project by job title.

I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

Adopted this 4th day of November 2024 by the Stillwater City Council.

____
William H. Joyce, Mayor

Attest:

____
Teresa Kadavy, City Clerk

RESOLUTION CC-2024-36

"A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL CORPORATION, TO SIGN AND ISSUE AN ELECTION PROCLAMATION CALLING FOR A GENERAL ELECTION AND A RUNOFF ELECTION, IF NEEDED, IN THE CITY OF STILLWATER."

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA:

SECTION 1: That the City Council of the City of Stillwater, Oklahoma, a municipal corporation, in open session at its regularly scheduled Council Meeting on the 4th day of November, 2024, hereby authorizes the Mayor of the City of Stillwater, Oklahoma, to issue and sign a Proclamation calling for a General Election on February 11, 2025, for the election of one (1) member of the City Council designated as Councilor No. 4, for terms of four (4) years. Should no candidate receive a majority of all of the votes cast at General Election, then the two candidates receiving the highest number of votes cast for that office shall proceed to a Runoff Election on April 1, 2025.

PASSED, APPROVED AND ADOPTED THIS 4TH DAY OF NOVEMBER 2024.

____
WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 4TH DAY OF NOVEMBER 2024.

____
KIMBERLY CARNLEY, CITY ATTORNEY

E L E C T I O N P R O C L A M A T I O N

Under and by virtue of the authority vested in me by the Constitution and Laws of the State of Oklahoma, and by the Charter of the City of Stillwater, Oklahoma, I, William H. Joyce, the duly elected and acting Mayor of the City of Stillwater, Oklahoma, do hereby declare, proclaim, and call an election to be held in the City of Stillwater, as herein set forth.

GENERAL ELECTION: In the event that more than two persons file as candidates for the following office, a General Election shall be held on Tuesday, February 11, 2025, for the purpose of electing one (1) member of the City Council for such office:

> One (1) member of the City Council of the City of Stillwater, designated as Councilor No. 4, for a term of four (4) years

The candidate receiving a majority of all votes cast for the office shall be elected.

IPSO FACTO ELECTION Should only one registered qualified voter of the City of Stillwater file a statement of candidacy for election as Councilor No. 4, as set forth above, the Payne County Election Board Secretary shall certify the election of such person to the office after all applicable statutory filing and contest periods have expired.

RUNOFF ELECTION: Should no candidate receive a majority of all of the votes cast, then the two candidates receiving the highest number of votes cast for that office shall proceed to a Runoff Election to be held on Tuesday, April 1, 2025.

FILING: Any qualified person may have his or her name placed on the ballot for the General Election as a candidate for the office above by filing a sworn statement of his or her candidacy with the Secretary of the Payne County Election Board no earlier than 8:00 a.m. on December 2, 2024, and no later than 5:00 p.m. on December 4, 2024.

QUALIFICATION FOR OFFICE: Only qualified registered voters of the City of Stillwater who have resided within said City for a period of at least six (6) months immediately preceding that date of filing and who are at least twenty-one (21) years of age shall be qualified for the above named office and he or she shall have these qualifications from and after the time when he or she files for office. The holder of the above named office may not hold any office or position in the city government by virtue of appointment by the City Manager.

REGISTERED QUALIFIED VOTERS: Only voters residing in the City of Stillwater who have the qualifications prescribed for voters by the Constitution and Laws of the State of Oklahoma, and who are registered as required by law, may vote in the Election.

POLLING PLACES AND HOURS: Said General Election and Runoff Election shall be held at the usual polling places and conducted by the regular election officials as designated by the County Election Board of Payne County, Oklahoma. Polls will be open at the hour of 7:00 o'clock A.M. and close at the hour of 7:00 o'clock P.M. Such election shall be conducted by those precinct officers designated by the County Election Board of Payne County, Oklahoma, which officers shall certify the results thereof as required by law. The number and location of the polling places for the election shall be the same as prescribed by the County Election Board for state and county elections and shall include all precincts totally or partially within the city limits of the City of Stillwater, Oklahoma.

NONPARTISAN ELECTIONS: Both the General Election and the Runoff Election shall be nonpartisan, and no party designation or emblem shall be placed on the ballots.

WITNESS MY HAND on the official seal of said City of Stillwater, Oklahoma, this 4th day of November 2024.

____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 4TH DAY OF NOVEMBER 2024.

____
KIMBERLY CARNLEY, CITY ATTORNEY

ORDINANCE NO. 3546

AN ORDINANCE APPROVING AND ADOPTING THE STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN AND SUPPORTING INCENTIVE DISTRICTS, PURSUANT TO THE OKLAHOMA LOCAL DEVELOPMENT ACT; IDENTIFYING AND ESTABLISHING SIX INCENTIVE DISTRICTS; DESIGNATING AND ADOPTING PROJECT AREA AND INCENTIVE DISTRICT BOUNDARIES; DEFERRING THE NUMERICAL DESIGNATIONS AND EFFECTIVE DATES FOR THE INCENTIVE DISTRICTS; ADOPTING CERTAIN FINDINGS; AUTHORIZING THE CITY OF STILLWATER AND THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE STILLWATER PLANNING COMMISSION; APPROVING AND ADOPTING A TAX INCENTIVE AGREEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

WHEREAS, the City of Stillwater, Oklahoma, a municipal corporation (the "City") has caused to be prepared the Stillwater Economic Development Project Plan and Supporting Incentive Districts ("Project Plan"), in accordance with the Oklahoma Local Development Act, 62 O.S. §850, *et seq.* ("Act"); and

WHEREAS, the purpose of the Project Plan is to provide the incentives necessary to support at least Five Hundred Million Dollars ($500,000,000) in initial private investment by Kipper LLC ("Company") in the first Phase (defined herein) of the development of a data center campus (meeting U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 Revision), with the potential for five (5) additional Phases of development of similar magnitude, on approximately 386.698 acres of land within the City's corporate boundaries to be acquired by the Company (collectively, the "Project"); and

WHEREAS, each developed Phase will include a data center comprised of approximately 300,000 square feet (each a "Data Center"), together with certain ancillary buildings, structures and infrastructure that support or are related to the data center campus operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings; and

WHEREAS, the Company desires to develop a Data Center in each of the six Phases, however, the Company may construct fewer Data Centers, resulting in fewer Phases; and

WHEREAS, the term "Phase" as used herein refers to all new investments in real and personal property within an Incentive District (defined herein); and

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

WHEREAS, pursuant to the Act, the City Council previously established the Data Center Economic Development Review Committee ("Review Committee"), comprised of a representative of the City, a representative of the Stillwater Planning Commission ("Planning Commission"), representatives of each of the affected taxing jurisdictions (including the Board of Education of Independent School District Number 16 of Payne County, Oklahoma, the Board of Education of the Meridian Technology Center, the Board of Payne County Commissioners, and the Board of the Payne County Health Department, collectively, the "Taxing Entities"), and three members of the public at large, one of whom is a representative of the business community in the City of Stillwater; and

WHEREAS, the Review Committee has reviewed the proposed Project Plan, the proposed Project Area and the proposed Incentive Districts (temporarily identified in the Project Plan and this Ordinance as "Incentive Districts "1," "2," "3," "4," "5," and "6") ("Incentive Districts") in accordance with the criteria specified in the Act and has determined that the Incentive Districts are eligible for designation as an incentive district and for development under the Act and that the financial impacts on the affected taxing jurisdictions and business activities from implementation of the Project Plan are positive; and

WHEREAS, the Review Committee has adopted a resolution of its findings and recommends to the City Council the approval of the Project Plan, including the proposed Incentive Districts; and

WHEREAS, the Planning Commission has determined that the Project Plan conforms to the Stillwater 2030 C3 Comprehensive Plan; and

WHEREAS, the Planning Commission has adopted a resolution recommending to the City Council the approval of the Project Plan, including the proposed Incentive Districts; and

WHEREAS, the Project Area and the proposed Incentive Districts, which share the same boundaries, are within a state designated enterprise zone and therefore meet the definition of an enterprise area as defined by the Act; and

WHEREAS, the Project Area, including the Incentive Districts, is located within a reinvestment area as defined by the Act; and

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

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

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

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

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

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

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

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

WHEREAS, pursuant to published notice, at a regular meeting of the City Council held on August 19, 2024, members of the public were provided information, including an analysis of potential positive and negative impacts, and had questions answered regarding the Project Plan; and

WHEREAS, pursuant to published notice, at a regular meeting of the City Council held on September 9, 2024, all persons present were given an opportunity to be heard for and against the Project Plan; and

WHEREAS, the City and the Stillwater Economic Development Authority shall be authorized and designated to carry out certain provisions of the Project Plan, pursuant to the Act; and

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

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

WHEREAS, the City retains the right, pursuant to the Act, to make minor amendments to the Project Plan; and

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

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

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

WHEREAS, the City has caused the preparation of an Economic Development Agreement by and among the City, the Stillwater Economic Development Authority ("SEDA"), and the Company delineating the parties' respective obligations applicable to the first two Phases of development of the Project ("Development Agreement"), with the understanding that the City, SEDA, and the Company will execute one or more supplemental development agreements for any subsequent Phases the Company elects to develop ("Supplemental Development Agreement"); and

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

WHEREAS, in consideration of the Incentive District Exemptions granted for the Incentive Districts created for Phase 1 and Phase 2 of the Project, the Company has agreed to make certain direct payments to the City, described as Community Betterment Payments, and for the City to receive a franchise fee on the revenues generated from the sale of electric power to the Company ("Franchise Fees"), with the understanding that any such payments to the City for any subsequent Phases will be determined in accordance with a Supplemental Development Agreement, all as more particularly described in and subject to the terms and conditions of the Tax Incentive Agreement, the Development Agreement, and the Project Plan; and

WHEREAS, the revenue sources expected to finance eligible Project Costs pursuant to the Project Plan are comprised of the Community Betterment Payments and Franchise Fees received by the City throughout the duration of the Incentive Districts created for Phase 1 and Phase 2 of the Project; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA THAT:

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

SECTION 2. The Project Plan is hereby approved and adopted, as recommended by the Planning Commission and by the Review Committee. As used herein the "Project Plan" shall mean the document titled "Stillwater Data Center Economic Development Project Plan" with a cover page indicating the Review Committee recommended approval on July 10, 2024, and the Planning Commission recommended approval on July 16, 2024, and comprised of a cover sheet, a table of contents, ten (10) pages of text, and four (4) exhibits labeled Exhibits A, B, C, and D.

SECTION 3. All actions taken and all recommendations and findings made in connection with the Project Plan by the Planning Commission and the Review Committee are hereby ratified and confirmed, including, but not limited to, the designation and selection of representatives to the Review Committee by the City and each Taxing Entity, the selection of the three members of the public at large who serves on the Review Committee, the findings of conformance with the Stillwater 2030 C3 Comprehensive Plan, eligibility of the proposed Incentive Districts, and positive financial impacts on the affected taxing jurisdictions, and the recommendations for approval.

SECTION 4. The City Council hereby adopts the following findings:

A. Findings Regarding the Project Plan; Eligibility of the Project Area and Incentive Districts:

1. The Project Area and the proposed Incentive Districts "1", "2", "3", "4", "5", and "6", City of Stillwater ("Incentive Districts") proposed in the proposed Data Center Economic Development Project Plan are entirely within a state designated enterprise zone and therefore meet the definition of an "enterprise area" under the Local Development Act (62 O.S. § 853(5), (6)). Enterprise Areas qualify for use of the tools of the Local Development Act pursuant to 62 O.S. §856(B)(4)(a).

2. The Project Area and the Incentive Districts proposed in the proposed Data Center Economic Development Project Plan comply with the statutory definition of a "reinvestment area" under the Local Development Act (62 O.S. § 853(17)) due to the fact that the area lacks public improvements necessary to reverse economic stagnation and to attract major investment in the area. Reinvestment Areas qualify for use of the tools of the Oklahoma Local Development Act pursuant to 62 O.S. §856(B)(4)(a).

3. The improvement of the Project Area is likely to enhance the value of other real property in the area and to promote the general public interest.

4. The level of investment, development, and economic growth desired by the City is difficult, but possible, within the Project Area and Incentive Districts if the provisions of the Local Development Act are utilized.

5. The incentives to be provided through the Incentive Districts are a necessary component in stimulating the proposed investment in the Project Area and Incentive

Districts, which would not have occurred without the provision of the incentive pursuant to the Act.

6. The incentives to be provided through the Incentive Districts will be used in conjunction with existing programs and efforts and other locally implemented economic development efforts.

B. Findings Regarding Financial Impacts on the Affected Taxing Jurisdictions and Business Activities within the Project Area and Incentive Districts:

1. As described in Section IX of the Project Plan, substantial public costs that may arise will be funded directly by the private development within the Incentive Districts.

2. The development anticipated by the project may result in a modest increase in demand for services by or in costs to the affected taxing jurisdictions, but that the PILOT Payments to be paid by the Company to the affected taxing jurisdictions, as described in Section X.B. of the Project Plan and other positive impacts will offset any increased costs for additional service demands upon those affected taxing jurisdictions.

3. The public revenue anticipated to result from the development described in the Project Plan includes increased tax revenue from economic growth and benefits outside of the Incentive Districts.

4. The economic benefits of the Project Plan for the affected taxing jurisdictions and the community as a whole offset any adverse financial impacts of the Project Plan on the affected taxing jurisdictions.

5. The aggregate impacts of the affected taxing jurisdictions and on business activities from implementation of the Project Plan are positive and include the achievement of the objectives set forth in Section V of the Project Plan.

SECTION 5. For identification purposes and until such time that the City Council officially numbers, designates, and makes effective each of the Incentive Districts established under this Ordinance, the Incentive Districts shall be identified temporarily as Incentive Districts No. "1", "2", "3", "4", "5", and "6", City of Stillwater, as shown on Exhibit A of the Project Plan, and may be commonly referred to as Incentive Districts No. 1, 2, 3, 4, 5, and 6, as depicted on Exhibit A of the Project Plan.

SECTION 6. The designation, naming, and effective dates of each Incentive District are deferred pending the fulfillment of the conditions set forth in the Project Plan and the Development Agreement, provided that such deferred action shall be made within ten (10) years of the City Council's adoption of this Ordinance approving the Project Plan, as follows:

Phases 1 and 2: The Incentive Districts for Phases 1 and 2 shall become effective and provide the Incentive District Exemption upon the earlier of (a) the completion of a Data Center within that Incentive District as evidenced by the issuance of the final, unrestricted certificate of occupancy for the Data Center ("Certificate of Occupancy"), or (b) January 1 after the date of issuance of the Certificate of Occupancy. In lieu of a Certificate of Occupancy, the Company may deliver notice of substantial completion to the City to trigger the effective date, which shall be January 1 immediately following the issuance of the notice of substantial completion.

Commencement of Phase 1: Upon the fulfillment of the conditions precedent described in the Development Agreement, the Company is to commence the development of Phase 1 of the Project. The Company must provide written notice to the City of its intent to commence Phase 2 within two (2) years of completion of Phase 1. Should the Company fail to initiate development of Phase 2 within this period, the City may terminate the undeveloped Incentive Districts.

Subsequent Phases: If Phase 2 is completed within the stipulated two-year timeframe, and the Company commences Phase 3 pursuant to a duly executed Supplemental Development Agreement, which includes design, engineering, permitting, construction for the site and/or associated infrastructure, within ten (10) years of the City Council's adoption of this Ordinance approving the Project Plan, then the Incentive Districts for Phases 3, 4, 5, and 6 will become effective as of January 1 of the year marking the tenth anniversary of approval of the Project Plan.

If the Company has not commenced Phase 4 of the Project pursuant to an executed Supplemental Economic Development Agreement within 12 years of the adoption of this Project Plan, then the undeveloped Incentive Districts for Phases 4, 5, and 6 shall terminate. If the Company has not commenced Phase 5 of the Project pursuant to an executed Supplemental Economic Development Agreement within 14 years of the adoption of the Project Plan, then the undeveloped Incentive Districts for Phases 5 and 6 shall terminate. If the Company has not commenced Phase 6 of the Project pursuant to an executed Supplemental Economic Development Agreement within 16 years of the adoption of the Project Plan, then the Incentive District for Phase 6 shall terminate.

Termination of Subsequent Phases: Conversely, if upon completion of Phase 2, Phase 3 has not commenced within ten (10) years of the adoption of this Ordinance, the Incentive Districts for Phases 3, 4, 5, and 6 shall terminate.

Confirmation and Notice: Upon satisfaction of the conditions, the City Council will, by resolution, confirm the effective date, designation, and name of each Incentive District. If the City Council has not passed such resolution: (a) within thirty (30) days following the issuance of a Certificate of Occupancy or delivery of written notice by the Company to the City of substantial completion or (b) by December 15, whichever is earlier, the City Manager shall immediately provide written notice confirming the effective date, designation, and name of each Incentive District to each of the Taxing Entities, the Payne County Assessor, and the Company. In accordance with Section 856(B)(2) of the Act, no Incentive District Exemptions may become effective more than ten (10) years after the City Council's adoption of this Ordinance approving the Project Plan.

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

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

> A tract of land located in the Northeast Quarter (NE/4), Northwest Quarter (NW/4), and Southwest Quarter (SW/4), and Southeast Quarters (SE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on March 13, 2024 as follows:
>
> COMMENCING at the SW/C, SW/4, S36-T20-R2E monumented by a 1" Rail Road Spike; thence with a BASIS OF BEARING of N 00°41'24" W along the west line of the SW/4 a distance of 2638.58 feet to the NW/C, SW/4, SEC36-T20N-R3E monumented by a 1/2" Rebar AND the POINT OF BEGINNING;
>
> Thence along the west line of the NW/4 with a bearing of N 00°42'47" W a distance of 2630.81 feet to the NW/C, NW/4 SEC36-T20N-R2E monumented by a Railroad Spike;
> Thence with a bearing of N 89°13'38" E along the north line of the NW/4 a distance of 2629.53 feet to the NE/C, NW/4 SEC36-T20N-R2E monumented by a 1/2" Rebar;
> Thence with a bearing of N 89°18'29" E along the north line of the NE/4 a distance of 2630.74 feet to the NE/C, NE/4, SEC36-T20N-R2E monumented by a Mag Nail;
> Thence with a bearing of S 00°49'51" E along the east line of the NE/4 a distance of 2122.35 feet to a point on the East Line of NE/4, SEC36-T20N-R2E, also being a point on the Northerly Rail Road R/W line of Eastern Oklahoma Railway particularly described in Book 7, Page 208;
> Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.96 feet, having a chord bearing of S 27°41'11" W and a chord distance of 761.36, and an arc length of 763.73 feet to a point on said Northerly Rail Road R/W Line;
> Thence with a bearing of N 54°28'57" W a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line;
> Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2773.96 feet, having a chord bearing of S 40°33'13" W and a chord distance of 487.07 feet, and an arc length of 487.70 to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
> Thence with a bearing of S 44°24'34" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
> Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.69 feet, having a chord bearing of S 51°55'38" W and a chord distance of 616.73, and an arc length of 617.99 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
> Thence with a bearing of S 59°21'10" W a distance of 1676.22 feet to a point on said Northerly Rail Road R/W Line;
> Thence with a bearing of S59°21'10" W a distance of 614.77 feet to a point on said Northerly Rail Road R/W Line;
> Thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2915.05 feet, having a chord bearing of S 55°26'11"W and a chord distance of 387.62 feet, and an arc length of 387.91 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap Hitech;
> Thence with a bearing of N 00°47'43" W along the west line of the east 60 acres of the

SW/4 a distance of 2333.99 feet to a point on the north line of the SW/4, SEC36-T20N-R2E monumented by a 1/2" pipe;
Thence along said north line of said SW/4 with a bearing of N 89°28'48" E a distance of 1645.64' back to the POINT OF BEGINNING.

Less and Except:
A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northwest Quarter of said Section 36,
Thence along the North line of the Northeast Quarter of said Section 36 N 89° 18' 29" E, a distance of 452.85 feet;
Thence departing said North line S 00° 00' 42" W, a distance of 1143.51 feet;
Thence S 89° 59' 34" W, a distance of 1,189.48 feet;
Thence N 00° 00' 04" E, a distance of 1,128.25 feet to a point on the North line of the Northwest Quarter of said Section 36;
Thence along said North line N 89° 13' 38" E, a distance of 736.95 feet back to the POINT OF BEGINNING.

Containing 16,844,572 square feet OR 386.698 acres more or loss

SECTION 9. Incentive District No. "1", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by Council, in accordance with the Project Plan. The boundaries of Incentive District No. "1", City of Stillwater are hereby designated and adopted as follows:

A tract of land located in the Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet; Thence departing said East line, S 89° 59' 44" W, a distance of 2,200.10 feet; Thence N 00° 00' 01" E, a distance of 1,516.34 feet to a point on the North line of said Northeast Quarter; Thence along said North line N 89° 18' 29" E, a distance of 2,177.89 feet back to the POINT OF BEGINNING.

Containing 3,347,887 square feet OR 76.857 acres more or less.

SECTION 10. Incentive District No. "2", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by Council, in accordance with the Project Plan. The boundaries of Incentive District No. "2", City of Stillwater are hereby designated and adopted as follows:

A tract of land located in the Southeast Quarter (SE/4) and Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet to the POINT OF BEGINNING;
Thence S 00° 49' 52" E, a distance of 579.72 feet to a point being a non-tangent curve to the right also being a point on the Northeasterly Railroad Right-Of-Way line recorded at Book 7, Page 208 in the records of Payne County Clerk's Office; Thence along the Northwesterly Right-Of-Way line for the next six (6) calls:
(1) Along said curve to the right having a radius of 2,799.14 feet, an arc length of 763.70 feet, and having a chord bearing of S 27° 41' 41" W, a chord length of 761.34 feet to a point of non-tangency;
(2) Thence N 54° 28' 57" W, a distance of 20.00 feet to a non-tangent curve to the right;
(3) Thence along curve to the right having a radius of 2773.96 feet, an arc length of 487.70 feet, and having a chord bearing of S 40° 33' 14" W, a chord length of 487.07 feet to a point of non-tangency;
(4) Thence S 44° 24' 34" E, a distance of 20.00 feet to a non-tangent curve to the right;
(5) Thence along curve to the right having a radius of 2793.69 feet, an arc length of 617.99 feet, and having a chord bearing of S 51° 55' 38" W, a chord length of 616.73 feet to a point of non-tangency;
(6) Thence S 59° 19' 00" W, a distance of 1,221.25 feet;
Thence departing from said Northwesterly Right-Of-Way line N 00° 00' 12" E, a distance of 1,155.08 feet;
Thence N 00° 00' 00" W, a distance of 1,075.36 feet;
Thence N 00° 00' 00" E, a distance of 399.42 feet;
Thence N 89° 59' 44" E, a distance of 2,200.12 feet back to the POINT OF BEGINNING

Containing 4,111,928 square feet OR 94.397 acres more or less.

SECTION 11. Incentive District No. "3", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by Council, in accordance with the Project Plan. The boundaries of Incentive District No. "3", City of Stillwater are hereby designated and adopted as follows:

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36; Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1645.61 feet;
Thence along the West line of Lot Four (4) Richmond Road & Highway 177 Addition, S 00° 48' 02" E, a distance of 334.80 feet to the POINT OF BEGINNING;

Thence N 89° 59' 20" E, a distance of 1,399.15 feet; Thence S 00° 00' 12" W, a distance of 1,155.08 feet to a point on the Northwesterly line of a Railroad Right-Of-Way recorded at Book 7, Page 208 in the records of Payne County Clerk's Office; Thence continuing along said Northwesterly line S 59° 19' 00" W, a distance of 1,223.40 feet to a non-tangent curve to the left; Thence along said curve having a radius of 2915.00 feet, an arc length of 387.91 feet, and having a chord bearing of S 55° 26' 11" W, a chord length of 387.62 feet to a point of non-tangency; Thence departing said Northwesterly line N 00° 47' 43" W, a distance of 1999.19 feet back to the POINT OF BEGINNING.

Containing 2,172,023 square feet OR 49.878 acres more or less.

SECTION 12. Incentive District No. "4", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by Council, in accordance with the Project Plan. The boundaries of Incentive District No. "4", City of Stillwater are hereby designated and adopted as follows:

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) and Northeast Quarter (NE/4) and Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36; Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1622.33 feet to the POINT OF BEGINNING;
Thence N 00° 00' 46" W, a distance of 740.78 feet; Thence N 89° 59' 20" E, a distance of 1427.27 feet;
Thence S 00° 00' 00" W, a distance of 1075.36 feet; Thence S 89° 59' 20" W, a distance of 1399.15 feet;
Thence N 00° 48' 02" W, a distance of 334.80 feet; Thence continuing along said South line S 89° 28' 48" W, a distance of 23.28 feet back to the POINT OF BEGINNING.

Containing 1,526,135 square feet OR 35.035 acres more or less.

SECTION 13. Incentive District No. "5", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by Council, in accordance with the Project Plan. The boundaries of Incentive District No. "5", City of Stillwater are hereby designated and adopted as follows:

A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northwest Quarter of said Section 36, Thence along the North line of the Northeast Quarter of said Section 36, N 89° 18' 29" E, a distance of 452.85 feet;

Thence departing said North line and along the East line of Lot Seven (7) in Richmond Road & Highway 177 Addition, S 00° 00' 42" W, a distance of 1143.51 feet to the POINT OF BEGINNING;
Thence S 00° 02' 04" E, a distance of 372.20 feet; Thence S 00° 00' 00" W, a distance of 399.42 feet;
Thence S 89° 59' 20" W, a distance of 1,427.27 feet; Thence N 00° 00' 17" E, a distance of 210.20 feet;
Thence N 90° 00' 00" E, a distance of 237.55 feet; Thence N 00° 00' 00" W, a distance of 562.17 feet;
Thence N 89° 59' 34" E, a distance of 1,189.48 feet to the POINT OF BEGINNING.

Containing 968,675 square feet OR 22.238 acres more or less.

SECTION 14. Incentive District No. "6", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by Council, in accordance with the Project Plan. The boundaries of Incentive District No. "6", City of Stillwater are hereby designated and adopted as follows:

A tract of land located in the Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of said Section 36,
Thence along the North line of said Section 36 N 89° 13' 38" E, a distance of 1,892.59 feet;
Thence departing from said North line S 00° 00' 03 " W, a distance of 1690.42 feet;
Thence S 89° 56' 04" W, a distance of 237.57 feet;
Thence S 00° 00' 00" W, a distance of 209.93 feet;
Thence S 00° 00' 46" E, a distance of 740.78 feet to a point on the South line of the Northwest Quarter of said Section 36; Thence along said South line S 89° 28' 48" W, a distance of 1622.33 feet to the Southwest corner of the Northwest Quarter; Thence departing said South line and along the West line of the Northwest Quarter of said Section 36 N 00° 42' 47" W, a distance of 2630.81 feet back to the POINT OF BEGINNING.

Containing 4,717,996 square feet OR 108.310 acres more or less.

SECTION 15. The following Project and Incentive District authorizations are hereby approved:

A. The City of Stillwater is designated as the principal entity responsible for implementation and is authorized to carry out and administer the provisions of the Project Plan and to exercise all powers necessary or appropriate thereto pursuant to Section 854 of the Act, including the power to make minor amendments to the Project Plan in accordance with Section 858(D) of the Act;

B. The Stillwater Economic Development Authority, a public trust with the City as its sole beneficiary, shall have the authority to carry out certain provisions of the Project Plan, including all necessary, appropriate, and supporting steps described in the Project Plan, as well as the authority to exercise all powers necessary or appropriate thereto pursuant to Section 854 of the Act except for approval of the Project Plan and those powers enumerated in paragraphs 1, 2, 3, 4, 7, 13, and 16 of Section 854 of the Act; and

C. The City Manager, Kimberly Meek, or her successor in office, shall be the person in charge of implementation of the Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in the Project Plan.

SECION 16. The revenue sources to the City, as described in Sections XI and XII of the Project Plan, comprised of Community Betterment Payments and Franchise Fees generated from sale of electric power to the Company throughout the Incentive District Term of the Incentive Districts created for Phase 1 and Phase 2 of the Project, (a) shall be used to pay eligible Project Costs under Section XII of the Project Plan, (b) shall constitute special funds of the City or, at the direction of the City, the Stillwater Economic Development Authority, a public trust, and (c) shall not be subject to annual appropriation as a part of the general fund of the City.

SECTION 17. The Tax Incentive Agreement is hereby adopted and approved. As used herein the "Tax Incentive Agreement" shall mean the document by and among the Company, the City and the Taxing Entities, comprised of 14 pages of text, an Exhibit Table of Contents, 13 exhibits labeled Exhibits A, B, C, D, E, F, G, H, I, J, K, L.1, and L.2, and titled "Local Development Act Tax Incentive Agreement."

SECTION 18. Subject to the terms of the Tax Incentive Agreement, the incentive to be provided within an Incentive District shall be a one hundred percent (100%) ad valorem tax exemption on all new investment attributable to property qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 Revision, within each Incentive District, for the duration of the Incentive District Term, during which no ad valorem taxes shall be assessed against such property ("Incentive District Exemptions"). The Incentive District Exemptions shall not include Public Service Property, if any, located within each Incentive District; provided that "Public Service Property" shall be defined as property of all railroads, air carriers and public service corporations assessed annually by the State Board of Equalization pursuant to 68 O.S. § 2847 and Article 10, § 21 of the Oklahoma Constitution.

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

SECTION 20. The Project Plan is determined to be feasible and desirable and is hereby approved.

SECTION 21. **REPEALER.** All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict only.

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

SECTION 23. **EMERGENCY CLAUSE**. It being immediately necessary for the preservation of the peace, health, safety, and public good of the City of Stillwater, and the citizens thereof, that the provisions of this Ordinance take effect and be put into full force and effect, an emergency is declared to exist by reason whereof this Ordinance shall take effect immediately and be put in full force and effect from and after the date of its enactment, as provided by law.

PASSED AND APPROVED in an open meeting of the City Council of Stillwater, Oklahoma on the _____ day of ______________, 2024, with the Emergency Clause voted on and approved separately.

CITY OF STILLWATER

By: ______________________________
William H. Joyce, Mayor

ATTEST:

____
Teresa Kadavy, City Clerk

(SEAL)

EMERGENCY CLAUSE

THE EMERGENCY CLAUSE IS HEREBY PASSED, APPROVED AND ADOPTED THIS ___ DAY OF ______________, 2024.

____
William H. Joyce, Mayor

ATTEST:

____
Teresa Kadavy, City Clerk

(SEAL)

Approved as to form and legality this ___ day of ________________, 2024:

____
Special Counsel for Economic Development

First Reading: October 7, 2024
Second Reading:

STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN

A Project Plan under the Oklahoma Local Development Act, 62 O.S. §§ 850–869

PREPARED BY:

THE CITY OF STILLWATER, OKLAHOMA

Mayor Will Joyce
Vice Mayor Amy Dzialowski
Councilor Christie Hawkins
Councilor Kevin Clark
Councilor Tim Hardin

WITH THE ASSISTANCE OF:

CENTER FOR ECONOMIC DEVELOPMENT LAW
301 North Harvey, Suite 200
Oklahoma City, Oklahoma 73102
(405) 232-4606
www.econlaw.com

RECOMMENDED FOR APPROVAL BY REVIEW COMMITTEE: JULY 10, 2024
RECOMMENDED FOR APPROVAL BY PLANNING COMMISSION: JULY 16, 2024

STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN

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STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN

I. INTRODUCTION

A leading company specializing in data processing and storage, acting through a subsidiary entity, Kipper LLC (the "**Company**"), has proposed to undertake the development of a data center campus in the City of Stillwater. The proposed development may consist of up to six phases, with each phase estimated to cost at least $500 million. This Project Plan will offer incentives to the Company for each phase of the development to help offset its costs of infrastructure and utility capacity required to serve the data center development. In exchange, the local taxing jurisdictions and the City of Stillwater (**"City"**) will receive certain annual payments from the Company, as provided below. This additional source of funding will bolster the City's economic development initiatives, contribute to the financing of vital public infrastructure needs, and fulfill the capital and operational needs essential to the City's growth.

II. PROJECT DESCRIPTION

This **"Project Plan,"** adopted under the Local Development Act, 62 O.S. § 850, *et seq.* (the **"Act"**), is designed to provide the economic incentives necessary to stimulate at least five hundred million dollars ($500,000,000) in initial private investment by the Company in the City of Stillwater with the potential for five (5) additional phases of development of similar magnitude (the **"Project"**).[1] The Company constructs and operates data centers, and intends to construct a data center campus within the Project Area (as defined below).

The Company intends to proceed with the Project in phases. The term "**Phase**" as used herein refers to all new investments in real and personal property within an Incentive District. Each developed Phase will include a data center comprised of approximately 300,000 square feet (each a "**Data Center**"), together with certain ancillary buildings, structures and infrastructure that support or are related to the data center campus operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings; however, the precise number and size of Data Centers is subject to change.[2]

Each Phase of the Project will be undertaken in accordance with this Project Plan and the terms of an Economic Development Agreement among the City, the Stillwater Economic Development Authority, a public trust ("**SEDA**"), and the Company ("**Economic Development Agreement**"). The Economic Development Agreement will establish a mutually beneficial relationship to implement long-term obligations of the parties and incentivize implementation.

[1] The term "Project" shall refer to all Phases that are constructed in the Project Area.

[2] The Taxing Entities (as defined below) acknowledge that the Company desires to build six (6) Phases, with a Data Center in each of the Incentive Districts but may construct fewer Data Centers resulting in fewer Phases.

Using the tools of the Act to create six (6) tax incentive districts (the "**Incentive Districts**"), one for each potential Data Center, the City aims to ensure that the Project occurs within the City. In addition to stimulating new private investment, this Project Plan also aims to ensure that the Taxing Entities (as defined herein) receive direct revenue as a result of the Project in the form of annual payments in lieu of taxes ("**PILOTs**"**)** for each Data Center developed, as further described in Section X.B. herein and in a tax incentive agreement by and between the City, the Company, and each of the Taxing Entities (the "**Tax Incentive Agreement**"). Because of the potential scope of the Company's investment, the Project is likely to promote further private investment and economic development from related businesses throughout the area, including new businesses that locate to the area and existing local businesses that supply goods or services to the Project.

The combination of increased revenue to local taxing entities and private economic development from the Project is likely to enhance the value of other real property in the area and to promote the general public interest.

III. BOUNDARIES OF PROJECT AREA AND INCENTIVE DISTRICTS

A. The **"Project Area"** is the area in which Project activities will take place. The Project Area contains approximately 386.698 acres of land located in the City of Stillwater. The Project Area is divided into six (6) Incentive Districts, where the tax incentives described herein will be provided, with each Incentive District encompassing one Phase of the Project. All the Phases and Incentive Districts will be located within the jurisdictional boundaries of the Stillwater Public School District. The Incentive Districts are contiguous, and the boundaries of the combined Incentive Districts are identical to the boundaries of the Project Area.

B. Depictions of both the Project Area and each Incentive District are included in **Exhibit A** to this Project Plan.

C. The Project Area can be generally described as a portion of land located south of East Richmond Road, north of East Airport Road, east of North Perkins Road (Hwy-177) and west of North Jardot Road. Detailed legal descriptions of the boundaries of the Project Area and each Incentive District are included in **Exhibit B** to this Project Plan.

IV. ELIGIBILITY

The entirety of the Project Area and the Incentive Districts are within an "enterprise area," as defined by 62 O.S. § 853(6), due to its location within an enterprise zone designated by the Oklahoma Department of Commerce. The entirety of the Project Area is also a reinvestment area, as defined by the Oklahoma Local Development Act. Public improvements are required to reverse economic stagnation or decline, to serve as a catalyst for expanding employment, to attract investment, and to preserve and enhance the tax base.

V. OBJECTIVES

The principal objectives of this Project Plan and the Incentive Districts are:

A. To attract the Project and the accompanying investment and development to the City, which would not occur without the tax incentives described in this Project Plan.

B. To generate new revenues for Stillwater Public Schools, the Meridian Technology Center, Payne County, and the Payne County Department of Health (collectively, the "**Taxing Entities**") in the form of annual PILOTs for each Phase developed as part of the Project, in accordance with Section X.B and as more particularly described in the Tax Incentive Agreement and the Economic Development Agreement.

C. To generate new revenues for the City through Community Betterment Payments and Franchise Fees (each as defined below), in accordance with Section 11, and as more particularly described in the Economic Development Agreement.

D. To achieve the City's economic development goals and objectives.

E. To spur economic development in the surrounding area and generate additional wealth for local and regional businesses through the Company's consumption of local services for its data center campus.

F. To foster research, technological, and career-training partnerships between the Company and community institutions, including OSU and Meridian Technology Center.

G. To create and attract new temporary and permanent high-quality jobs to the community.

VI. STATEMENT OF PRINCIPAL ACTIONS

Implementation actions for this Project Plan, including all necessary, appropriate and supportive steps will consist principally of (i) offering tax incentives available under the Act to support the Project, which are designed to attract and expand investment and quality employment opportunities within the Project Area, (ii) administering this Project Plan, (iii) supporting and accelerating the City's economic development initiatives, and (iv) enhancing the City's capabilities to fund capital projects and operational requirements.

VII. ESTABLISHMENT OF INCENTIVE DISTRICTS

A. This Project Plan creates six (6) Incentive Districts, identified herein as Incentive Districts "1," "2," "3," "4," "5," and "6", and as illustrated on **Exhibit A** attached hereto. Pursuant to 62 O.S. §856(B)(2), the City Council is authorized to defer determination of the effective date of each Incentive District. All Incentive Districts must be made effective within ten (10) years of the date of adoption of this Project Plan.

B. Concurrently with approval of this Project Plan, the City, SEDA, and the Company shall enter into an Economic Development Agreement providing for the development of Phase 1 and Phase 2 of the Project. The Company must provide written notice to the City that it intends to commence Phase 2 within two (2) years of completion of Phase 1. If the Company fails to commence development of Phase 2 within two (2) years of such notice, the City may terminate the undeveloped Incentive Districts.

C. Upon execution of a Supplemental Economic Development Agreement by the City, SEDA, and the Company for Phases 3 through 6 of the Project, whether one or more, the Company shall undertake the development of each such Phase in accordance with the Supplemental Economic Development Agreement(s).

D. The effective date for the Incentive Districts for Phases 1 and 2 shall be the later of: (i) the completion of a Data Center within that Incentive District as evidenced by the issuance of the final, unrestricted certificate of occupancy for the Data Center ("**Certificate of Occupancy**"), or (ii) January 1 after the date of issuance of the Certificate of Occupancy. In lieu of a Certificate of Occupancy, the Company may deliver notice of substantial completion to the City to trigger the effective date, which shall be January 1 immediately following the issuance of the notice of substantial completion.

E. If the Company has completed Phase 2 but the development of Phase 3 has not commenced within 10 years of adoption of this Project Plan, then the undeveloped Incentive Districts for Phases 3, 4, 5, and 6 shall terminate.

F. If Phase 2 has been completed and the Company thereafter commences Phase 3 pursuant to an executed Supplemental Economic Development Agreement (including design, engineering, permitting, construction for the site and/or associated infrastructure) within 10 years of the adoption of this Project Plan, then the Incentive Districts for Phases 3, 4, 5, and 6 will become effective as of January 1 of the year in which the tenth anniversary of approval of this Project Plan occurs.

G. If the Company has not commenced Phase 4 of the Project pursuant to an executed Supplemental Economic Development Agreement within 12 years of the adoption of this Project Plan, then the undeveloped Incentive Districts for Phases 4, 5, and 6 shall terminate. If the Company has not commenced Phase 5 of the Project pursuant to an executed Supplemental Economic Development Agreement within 14 years of the adoption of the Project Plan, then the undeveloped Incentive Districts for Phases 5 and 6 shall terminate. If the Company has not commenced Phase 6 of the Project pursuant to an executed Supplemental Economic Development Agreement within 16 years of the adoption of the Project Plan, then the Incentive District for Phase 6 shall terminate.

H. Each Incentive District shall have a term of twenty-five years from its effective date ("**Term**"). For each Incentive District, all qualifying new investments in real and personal property in the Incentive District made after approval of this Project Plan and throughout the Term shall be afforded a one hundred percent (100%) exemption and no ad valorem taxes shall be assessed against such property.

I. Because the Project site plan is subject to change, if a Data Center is constructed that is located within the boundaries of more than one Incentive District, then the City, Taxing Entities, and Company agree to the following: First, if an adjustment of the Incentive District boundaries can be made that would result in the Data Center being located within a single Incentive District and would not result in an addition to an Incentive District constituting more than five percent of that Incentive District in accordance with 62 O.S. § 858(D), the City Manager will administratively adjust the Incentive District boundaries via a minor amendment in accordance with Sections VIII.E and VIII.F without any further legislative action required. If such an adjustment of the Incentive District boundaries cannot be made, then the exemption for all Incentive Districts in which the Data Center is located will be made effective on January 1 following the issuance of a Certificate of Occupancy or notice of substantial completion for the Data Center in accordance with Section VII.D. Any subsequently constructed qualifying Project buildings, including Data Centers, that are completed within an Incentive District for which the effective date has already commenced, will still be subject to the ad valorem tax exemption for the remaining Term of that Incentive District. The Company will pay an annual PILOT for each Data Center constructed.

VIII. PROJECT AND INCENTIVE DISTRICT AUTHORIZATIONS

A. Principal Entity. The City is designated and authorized as the principal public entity to carry out and administer the provisions of this Project Plan and to exercise all powers necessary or appropriate thereto pursuant to 62 O.S. § 854, including all powers set forth in this Project Plan and the Tax Incentive Agreement. SEDA is authorized to enter into the Economic Development Agreement and Supplemental Economic Development Agreements, and to assist in performing obligations thereunder.

B. Economic Development Agreement. Concurrent with the adoption of this Project Plan, the Company shall enter into an Economic Development Agreement with the City for development of Phase 1 and Phase 2. The Economic Development Agreement shall provide for the joint and complementary endeavors of the parties with respect to the data center development, the provision and expansion of public infrastructure and utility services, Community Betterment Payments and Franchise Fees, pursuant to Section XI, and the continuing efforts of the parties to stimulate and implement economic development activities for the benefit of the community with respect to Phase 1 and 2. Thereafter, the City, SEDA, and the Company may enter into one or more Supplemental Economic Development Agreements setting forth the terms with respect to Phases 3 through 6.

C. Tax Incentive Agreement. Within sixty (60) days of the adoption of this Project Plan, the Company shall enter into a Tax Incentive Agreement with the City and every Taxing Entity, as required by 62 O.S. § 865(A) and (B).

D. Person in Charge. The City Manager Kimberly Meek, or her successor in office or her designee, shall be the person in charge of implementation of the Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in this Project Plan.

E. Implementation Authorizations and Delegation of Authority. The City is authorized to enter into the Tax Incentive Agreement with the Company and other Taxing Entities. The City shall not determine the effective date of any Incentive District until the Tax Incentive Agreement has been approved and executed by every Taxing Entity whose taxes will be subject to the incentives provided under this Project Plan, as required by 62 O.S. § 865(A) and (B). The City officers, SEDA, and the City Manager are authorized to provide such information, to execute, certify or furnish documents, and to take any measures necessary and incidental to carrying out the provisions of this Project Plan, and to make minor amendments to this Project Plan as provided in Section F of this Article.

F. Minor Amendments. The City reserves the right to approve minor amendments to the Project Plan, as provided in the 62 O.S. § 858(D), where desirable and appropriate to implement and achieve the objectives of this Project Plan, as long as any such amendment does not change the character or purpose of the plan. These minor amendments include adding to the area of any Incentive District, so long as the additions, considered on a cumulative basis during the twenty-five (25) year term of each Incentive District, do not exceed five (5) percent of the area of the Incentive District.

IX. COSTS OF THE PROJECT

The costs of the Project, including any required public infrastructure, will be funded by the Company, and would not occur without the incentives provided pursuant to this Project Plan.

X. PRIVATE AND PUBLIC INVESTMENTS EXPECTED FOR THE PROJECT, AND ASSOCIATED FINANCIAL IMPACTS

A. Projected Private Investment. The total estimated private investment is expected to be at least Five Hundred Million Dollars ($500,000,000.00) for each Phase. The Company plans to develop up to two Phases in the near term, with an additional four Phases potentially planned for future development. Private investment in the Project Area is expected to consist of the construction, operation, and maintenance of the Project. The direct, indirect, and induced economic impacts are estimated to range between $750 million to $1.25 billion per Phase.

B. Projected Public Revenues.

1. PILOT Payments to Taxing Entities. Pursuant to this Project Plan and the Tax Incentive Agreement, the Company shall make annual PILOT payments to the Taxing Entities, as follows:

a. Phase 1 and 2. For each of Phase 1 and Phase 2 of the Project, the Company shall make annual PILOT payments to the Taxing Entities beginning in the year immediately following the year in which a Certificate of Occupancy or notice of substantial completion is issued for a Data Center per Section VII.D. (the "**PILOT Commencement Year**"). The initial annual PILOT payment for Phase 1 will total Eight Hundred Sixty-Seven Thousand Five Hundred Sixty-Eight and No/100 Dollars ($867,568.00). This amount will be disbursed to the Taxing Entities as follows:

Taxing Entity	Initial Annual Payment for Phase 1	Share of Total PILOT Payments
Stillwater Public Schools	$624,022.98	71.93%
Meridian Technology Center	$135,599.18	15.63%
Payne County	$89,984.51	10.37%
County Health Department	$17,961.33	2.07%
Total	**$867,568.00**	**100%**

After the first annual payment, the PILOT payments to each Taxing Entity will increase by one percent (1.00%) each year. The PILOT payments for Phase 2 will be set using the same schedule as Phase 1. For instance, if Phase 1 is completed in 2026 with a PILOT Commencement Year of 2027, and Phase 2 is completed in 2032 with a PILOT Commencement Year of 2033, then in 2033, the Company shall pay two equal PILOTS, each in the total amount of $920,940.00. These payments will be allocated to the Taxing Entities in the same proportions established above for Phase 1.

b. Phases 3 through 6. For Phases 3 through 6 of the Project, the initial PILOT for each Phase will be the product of the PILOT applicable to Phase 1 in the amount indicated in the table above and the quotient of the CPI in the PILOT Commencement Year for the applicable Phase divided by the CPI in the year 2024. In other words, the initial PILOT for each Phase shall be calculated as follows:

$$\text{Phase 1 PILOT from the table above} \times \frac{\text{CPI in PILOT Commencement Year for applicable Phase}}{\text{CPI in 2024}}$$

Thereafter, the PILOT for that Phase will increase by one percent (1.00%) each year. For purposes of this Project Plan, CPI refers to the annual average of United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for All Urban Consumers (CPI-U): U.S. Cities Average, all items index (Reference Base 1982-84 equal 100) ("CPI").

Projections for the PILOT Payments payable to the Taxing Entities for all Phases are contained in the attached Financial Projections Appendix.

C. Financial Impact on Taxing Jurisdictions. In general, each potential Phase of the Project is likely to result in a modest increase in demand for services from the affected Taxing Entities, both during the construction and operation of each Phase. Thus, for instance, each potential Phase may result in modest increases in enrollment in Stillwater Public Schools and demands for Health Department services. However, any new costs associated with additional Phases are likely to be substantially outweighed by both the direct PILOTs to these Taxing Entities described in Section X.B. herein and further direct and indirect economic development that may result from the Project.

With respect to Stillwater Public Schools in particular, valuation increases associated with the Project will not cause a reduction in the calculation of state school aid. The Oklahoma State School Aid formula specifically excludes any such increased valuation within active Incentive Districts in calculating chargeable income in both Foundation Aid and Salary Incentive Aid. Such values also are excluded from the valuations used to set debt limitations and sinking fund levies (for all taxing jurisdictions, not just school districts).

D. Financial Impacts on Business Activities. The Project will have a positive economic impact and impacts on business activities within the Project Area and the greater Stillwater community, region, and state, primarily due to the relatively low number of permanent employees anticipated, which mitigates the impact on the affected taxing jurisdictions, and due to expenditures with local contractors.

The Project is anticipated to create thirty (30) high quality jobs per phase, along with hundreds of construction jobs and significant expenditures with local contractors during both the construction and the operation of each Phase, all of which may draw additional payroll/income to the area per Phase. Most importantly, the Project Plan revenues will enable the City to enhance quality of life through public improvements and accelerate investment and development activities through approved economic development plans.

XI. ECONOMIC DEVELOPMENT FINANCING AND REVENUE SOURCES

The City and SEDA will plan, approve, finance, and implement public funding initiatives and economic development activities utilizing funding sources created by the undertaking of this Project Plan.

A. Financing Revenue Sources. The revenue sources expected to finance eligible Project Costs pursuant to this Project Plan, are those funds provided to the City pursuant the Economic Development Agreement between the City and the Company for Phases 1 and 2, and any Supplemental Economic Development Agreement for the future Phases, described as follows:

1. Community Betterment Payments. The Company shall make an annual payment to the City, herein a "Community Betterment Payment", for each Phase of the Project, beginning in the PILOT Commencement Year. The initial annual Community Betterment Payment for Phase 1 shall be One Hundred Thirty-Two Thousand Four Hundred Thirty-Two and No/100 Dollars ($132,432.00). After the first annual payment, the amount of the Community Betterment Payment to the City will increase by one percent (1.00%) each year for each Phase. The Community Betterment Payment for Phase 2 will follow the same payment schedule as Phase 1. For example, if Phase 1 is complete in 2026, with a PILOT Commencement Year of 2027, and Phase 2 is complete in 2032, with a PILOT Commencement Year of 2033, then in 2033, the Company shall make two equal Community Betterment Payments to the City, one for each Phase, each in the amount of $140,579. For Phases 3 through 6 of the Project, the Community Betterment Payment for each Phase will be determined as provided in Supplemental Development Agreement(s) between the City and the Company.

2. Franchise Fee. During the Term of the Incentive Districts for Phase 1 and Phase 2 of the Project, to the extent the Company uses OG&E, the City shall receive a franchise fee equal to three percent (3%) of gross revenues generated from the sale of electric power to the Company. This fee shall not exceed an annual maximum cap of $4.5 million. Upon reaching this cap, it shall

be subject to an annual increase of two percent (2%). This franchise fee shall be in lieu of any other City franchise, excise, license, occupation, privilege, permit, or other fees, taxes or assessments on purchases of electricity from OG&E. Upon termination or expiration of the Incentive Districts for Phase 1 and Phase 2, the cap shall expire. The City and the Company shall thereafter negotiate in good faith to establish a suitable franchise fee. These provisions apply exclusively to Phase 1 and Phase 2 and shall remain subject to change for all future Phases.

In the event OG&E is not the Company's selected provider, the Company and the City will engage in good faith discussions to establish an equitable revenue obligation payable to the City is in place, on mutually agreeable terms, provided the benefit to the City shall be no less than that stipulated for Phase 1 and Phase 2.

B. Other Contributions and Payments. The City and SEDA may utilize revenues from other sources, as well as Community Betterment Payments and Franchise Fees to pay eligible Project Costs. Additional financing may be provided by state local government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. § 840, *et seq.*

C. Financial Reports and Audits. The activities undertaken by the City or SEDA pursuant to this Project Plan shall be accounted for and publicly reported by the appropriate and necessary annual fiscal year audits and reports. Annual reports on the operation of each Incentive District shall be prepared and submitted to the Oklahoma Department of Commerce and each Taxing Entity pursuant to 62 O.S. §§ 860(F) and 867(B). A summary of these annual reports shall be published in a newspaper of general circulation in the City of Stillwater, as required by 62 O.S. § 867(C).

D. Other Necessary and Supporting Costs. SEDA or another public entity designated by the City is authorized to issue bonds and notes and to apply for and obtain grants from other sources for costs incurred or to be incurred in connection with the Project Plan and the construction of improvements therein in addition to Project Costs to be financed pursuant to this Project Plan.

XII. ESTIMATED REVENUES AND BUDGET OF PROJECT COSTS

The projected revenue and expenditures attributable to Phase 1 and Phase 2 of the Project, over 25 years, are:

Revenues:	
Phase 1 Community Betterment Payments	$ 3,740,303
Phase 2 Community Betterment Payments	$ 3,970,407
Phase 1 Franchise Fees	$ 51,750,000
Phase 2 Franchise Fees	$ 51,750,000
Total Project Revenues[3]	**$ 111,210,710**

[3] The projected Franchise Fee revenues represent the City's estimates and are not projections provided by the Company. Project revenues shall be special funds of the City to be held in a separate account of the City.

Eligible Project Costs:	
Project Administration (1%)	$ 1,112,107
Parks & Public Spaces Operations/Facilities Maint. (30%)	$ 33,363,213
Parks & Public Amenities/Facilities Improvements (29%)	$ 32,251,106
Public Infrastructure and Economic Development (40%)	$ 44,484,284
Total Eligible Project Costs[4]	**$ 111,210,710**

In the event additional public costs become necessary or appropriate under this Project Plan, the City may approve such costs at any time, subject to availability of funding and subject to constitutional and statutory restrictions.

Projections for Phases 1 through 6 are provided in the attached Financial Projections Appendix. The Community Betterment Payments and Franchise Fees to the City for the future phases will be determined pursuant to Supplemental Economic Development Agreement(s) between the City and the Company. Thereafter, the City shall adopt a supplement to this Project Plan authorizing the budget for the future phases.

XIII. LAND USE

A. Current land uses and conditions of the real property in the Project Area are shown on the map attached as **Exhibit C**, "Existing Uses and Conditions." The proposed improvements to and the proposed uses of the Project Area are shown on **Exhibit D**, "Proposed Improvements and Uses."

B. To accommodate the Project, the City has previously approved a zoning change with respect to certain portions of the Project Area. The Project conforms to the City's Comprehensive Plan.

[4] Any funds not disbursed or pledged under a specific budget category may be allocated to any other budget category.

EXHIBIT A: DEPICTION OF PROJECT AREA AND INCENTIVE DISTRICTS

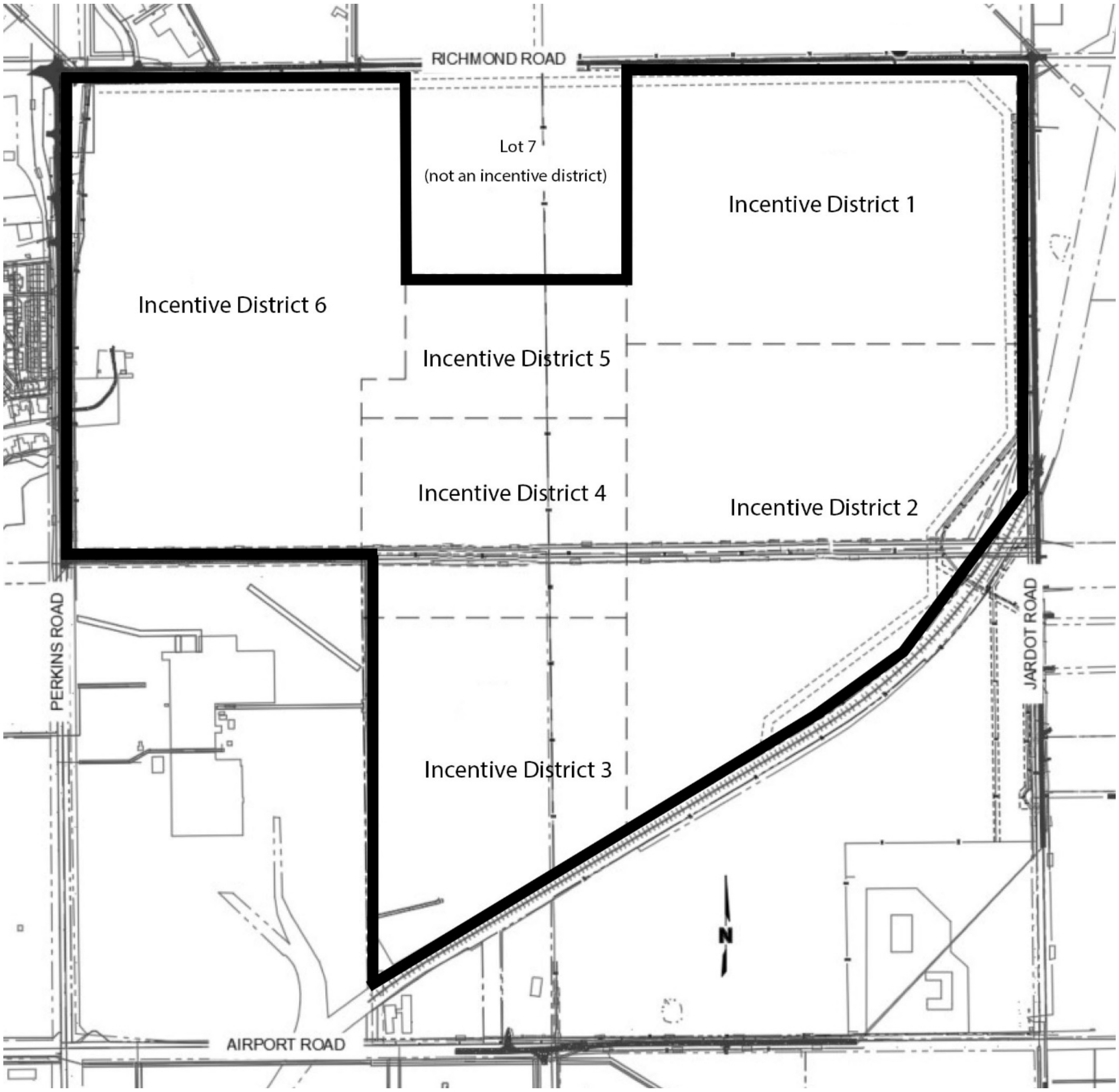


EXHIBIT B: PROJECT AREA AND INCENTIVE DISTRICT LEGAL DESCRIPTIONS[5]

The Project Area will consist of the area within which all of the Incentive Districts are located.

Project Area Legal Description

A tract of land located in the Northeast Quarter (NE/4), Northwest Quarter (NW/4), and Southwest Quarter (SW/4), and Southeast Quarters (SE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on March 13, 2024 as follows:

COMMENCING at the SW/C, SW/4, S36-T20-R2E monumented by a 1" Rail Road Spike; thence with a BASIS OF BEARING of N 00°41'24" W along the west line of the SW/4 a distance of 2638.58 feet to the NW/C, SW/4, SEC36-T20N-R3E monumented by a 1/2” Rebar AND the POINT OF BEGINNING;
Thence along the west line of the NW/4 with a bearing of N 00°42'47" W a distance of 2630.81 feet to the NW/C, NW/4 SEC36-T20N-R2E monumented by a Railroad Spike;
Thence with a bearing of N 89°13'38" E along the north line of the NW/4 a distance of 2629.53 feet to the NE/C, NW/4 SEC36-T20N-R2E monumented by a 1/2" Rebar;
Thence with a bearing of N 89°18'29" E along the north line of the NE/4 a distance of 2630.74 feet to the NE/C, NE/4, SEC36-T20N-R2E monumented by a Mag Nail;
Thence with a bearing of S 00°49'51" E along the east line of the NE/4 a distance of 2122.35 feet to a point on the East Line of NE/4, SEC36-T20N-R2E, also being a point on the Northerly Rail Road R/W line of Eastern Oklahoma Railway particularly described in Book 7, Page 208;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.96 feet, having a chord bearing of S 27°41'11" W and a chord distance of 761.36, and an arc length of 763.73 feet to a point on said Northerly Rail Road R/W Line;
Thence with a bearing of N 54°28'57" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2773.96 feet, having a chord bearing of S 40°33'13" W and a chord distance of 487.07 feet, and an arc length of 487.70 to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence with a bearing of S 44°24'34" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.69 feet, having a chord bearing of S 51°55'38" W and a chord distance of 616.73, and an arc length of 617.99 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence with a bearing of S 59°21'10" W a distance of 1676.22 feet to a point on said Northerly Rail Road R/W Line;
Thence with a bearing of S59°21'10" W a distance of 614.77 feet to a point on said Northerly Rail Road R/W Line;

[5] Note that until City Council approves this Project Plan, the legal descriptions set forth herein remain subject to review and revision based on updated surveys and related information.

Thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2915.05 feet, having a chord bearing of S 55°26'11"W and a chord distance of 387.62 feet, and an arc length of 387.91 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap Hitech;
Thence with a bearing of N 00°47'43" W along the west line of the east 60 acres of the SW/4 a distance of 2333.99
feet to a point on the north line of the SW/4, SEC36-T20N-R2E monumented by a 1/2" pipe;
Thence along said north line of said SW/4 with a bearing of S 89°28'48" W a distance of 1645.64' back to the POINT OF BEGINNING.

Less and Except:
A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northwest Quarter of said Section 36, Thence along the North line of the Northeast Quarter of said Section 36 N 89° 18' 29" E, a distance of 452.85 feet;
Thence departing said North line S 00° 00' 42" W, a distance of 1143.51 feet;
Thence S 89° 59' 34" W, a distance of 1,189.48 feet;
Thence N 00° 00' 04" E, a distance of 1,128.25 feet to a point on the North line of the Northwest Quarter of said Section 36;
Thence along said North line N 89° 13' 38" E, a distance of 736.95 feet back to the POINT OF BEGINNING.

Containing 16,844,572 square feet OR 386.698 acres more or loss

The boundaries of six (6) proposed Incentive Districts, whose dates of creation are proposed to be deferred for a period of up to ten years, are described as follows:

Incentive District 1 Legal Description

A tract of land located in the Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet; Thence departing said East line, S 89° 59' 44" W, a distance of 2,200.10 feet; Thence N 00° 00' 01" E, a distance of 1,516.34 feet to a point on the North line of said Northeast Quarter; Thence along said North line N 89° 18' 29" E, a distance of 2,177.89 feet back to the POINT OF BEGINNING.

Containing 3,347,887 square feet OR 76.857 acres more or less.

Incentive District 2 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet to the POINT OF BEGINNING;
Thence S 00° 49' 52" E, a distance of 579.72 feet to a point being a non-tangent curve to the right also being a point on the Northeasterly Railroad Right-Of-Way line recorded at Book 7, Page 208 in the records of Payne County Clerk's Office; Thence along the Northwesterly Right-Of-Way line for the next six (6) calls:
(1) Along said curve to the right having a radius of 2,799.14 feet, an arc length of 763.70 feet, and having a chord bearing of S 27° 41' 41" W, a chord length of 761.34 feet to a point of non-tangency;
(2) Thence N 54° 28' 57" W, a distance of 20.00 feet to a non-tangent curve to the right;
(3) Thence along curve to the right having a radius of 2773.96 feet, an arc length of 487.70 feet, and having a chord bearing of S 40° 33' 14" W, a chord length of 487.07 feet to a point of non-tangency;
(4) Thence S 44° 24' 34" E, a distance of 20.00 feet to a non-tangent curve to the right;
(5) Thence along curve to the right having a radius of 2793.69 feet, an arc length of 617.99 feet, and having a chord bearing of S 51° 55' 38" W, a chord length of 616.73 feet to a point of non-tangency;
(6) Thence S 59° 19' 00" W, a distance of 1,221.25 feet;
Thence departing from said Northwesterly Right-Of-Way line N 00° 00' 12" E, a distance of 1,155.08 feet;
Thence N 00° 00' 00" W, a distance of 1,075.36 feet;
Thence N 00° 00' 00" E, a distance of 399.42 feet;
Thence N 89° 59' 44" E, a distance of 2,200.12 feet back to the POINT OF BEGINNING.

Containing 4,111,928 square feet OR 94.397 acres more or less.

Incentive District 3 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36;
Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1645.61 feet;
Thence along the West line of Lot Four (4) Richmond Road & Highway 177 Addition, S 00° 48' 02" E, a distance of 334.80 feet to the POINT OF BEGINNING;

Thence N 89° 59' 20" E, a distance of 1,399.15 feet; Thence S 00° 00' 12" W, a distance of 1,155.08 feet to a point on the Northwesterly line of a Railroad Right-Of-Way recorded at Book 7, Page 208 in the records of Payne County Clerk's Office; Thence continuing along said Northwesterly line S 59° 19' 00" W, a distance of 1,223.40 feet to a non-tangent curve to the left; Thence along said curve having a radius of 2915.00 feet, an arc length of 387.91 feet, and having a chord bearing of S 55° 26' 11" W, a chord length of 387.62 feet to a point of non-tangency; Thence departing said Northwesterly line N 00° 47' 43" W, a distance of 1999.19 feet back to the POINT OF BEGINNING.

Containing 2,172,023 square feet OR 49.878 acres more or less.

Incentive District 4 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) and Northeast Quarter (NE/4) and Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36; Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1622.33 feet to the POINT OF BEGINNING;
Thence N 00° 00' 46" W, a distance of 740.78 feet; Thence N 89° 59' 20" E, a distance of 1427.27 feet;
Thence S 00° 00' 00" W, a distance of 1075.36 feet; Thence S 89° 59' 20" W, a distance of 1399.15 feet;
Thence N 00° 48' 02" W, a distance of 334.80 feet; Thence continuing along said South line S 89° 28' 48" W, a distance of 23.28 feet back to the POINT OF BEGINNING.

Containing 1,526,135 square feet OR 35.035 acres more or less.

Incentive District 5 Legal Description

A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northwest Quarter of said Section 36,
Thence along the North line of the Northeast Quarter of said Section 36, N 89° 18' 29" E, a distance of 452.85 feet;
Thence departing said North line and along the East line of Lot Seven (7) in Richmond Road & Highway 177 Addition, S 00° 00' 42" W, a distance of 1143.51 feet to the POINT OF BEGINNING;
Thence S 00° 02' 04" E, a distance of 372.20 feet; Thence S 00° 00' 00" W, a distance of 399.42 feet;

Thence S 89° 59' 20" W, a distance of 1,427.27 feet; Thence N 00° 00' 17" E, a distance of 210.20 feet;
Thence N 90° 00' 00" E, a distance of 237.55 feet; Thence N 00° 00' 00" W, a distance of 562.17 feet;
Thence N 89° 59' 34" E, a distance of 1,189.48 feet to the POINT OF BEGINNING.

Containing 968,675 square feet OR 22.238 acres more or less.

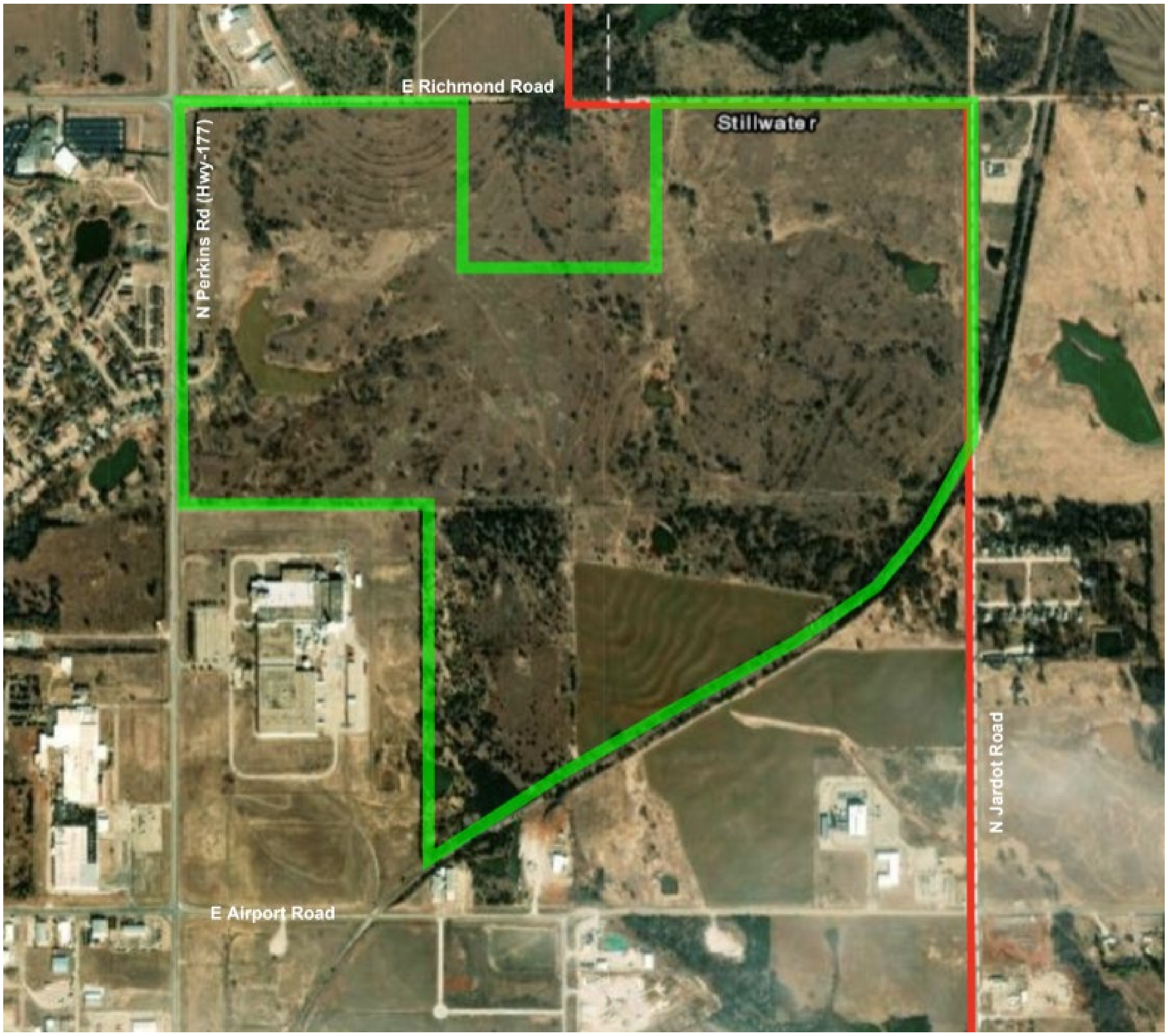
Incentive District 6 Legal Description

A tract of land located in the Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of said Section 36, Thence along the North line of said Section 36 N 89° 13' 38" E, a distance of 1,892.59 feet;
Thence departing from said North line S 00° 00' 03 " W, a distance of 1690.42 feet;
Thence S 89° 56' 04" W, a distance of 237.57 feet;
Thence S 00° 00’ 00” W, a distance of 209.93 feet;
Thence S 00° 00’ 46” E, a distance of 740.78 feet to a point on the South line of the Northwest Quarter of said Section 36; Thence along said South line S 89° 28' 48" W, a distance of 1622.33 feet to the Southwest corner of the Northwest Quarter; Thence departing said South line and along the West line of the Northwest Quarter of said Section 36 N 00° 42' 47" W, a distance of 2630.81 feet back to the POINT OF BEGINNING.

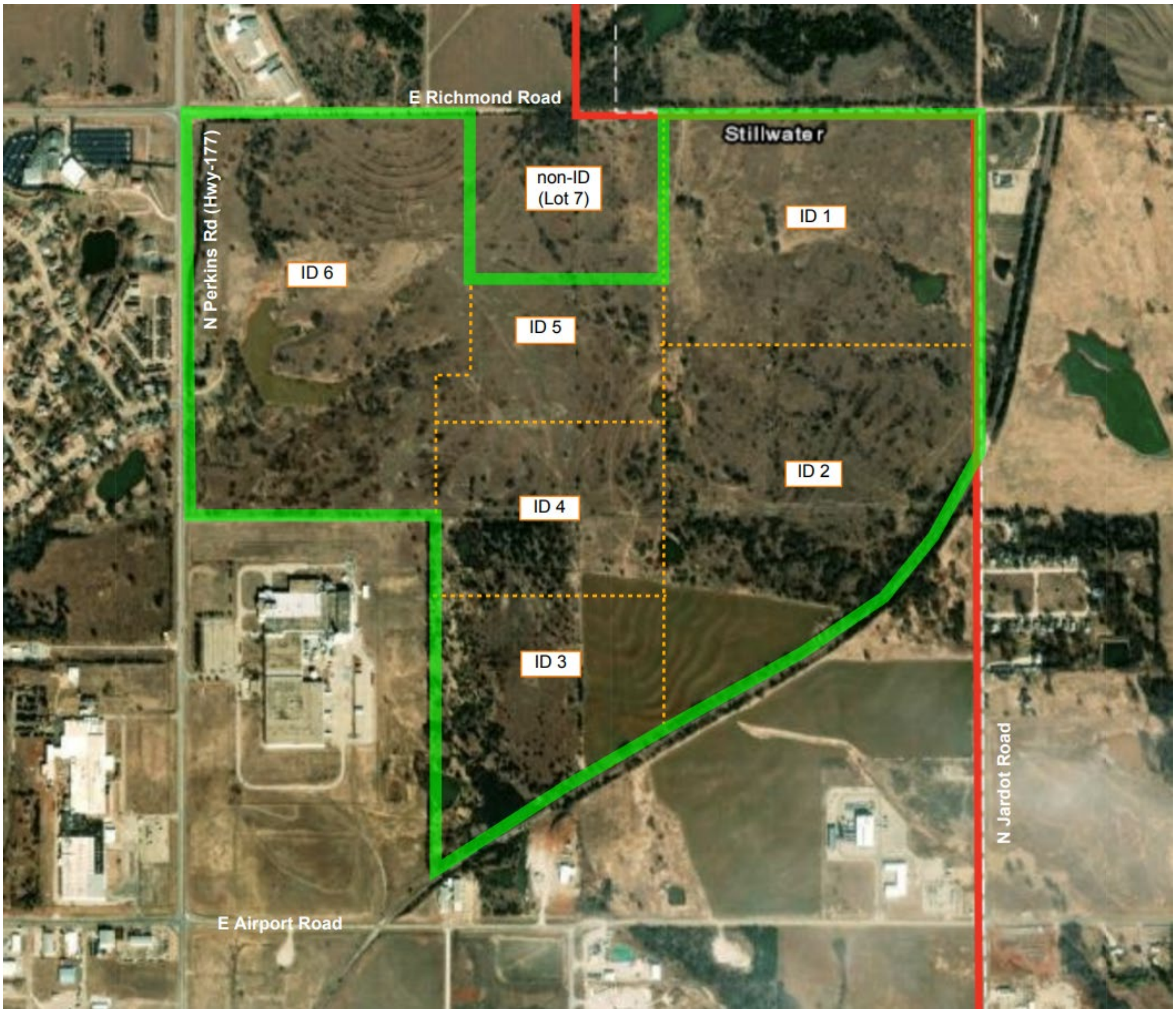
Containing 4,717 996 square feet OR 108.310 acres more or less.

EXHIBIT C: EXISTING USES AND CONDITIONS



The Project Area is currently undeveloped and has been used for limited agricultural purposes (grazing and crop leases). After the passage of City of Stillwater Ordinance No. 3535 on May 8, 2024, the entirety of the Project Area is zoned IG General Industrial District in anticipation of the development of the Project.

EXHIBIT D: PROPOSED IMPROVEMENTS AND USES



The Project Area will be developed as a data center campus. The public works and improvements for the Project will include infrastructure necessary to deliver water to and transport wastewater from the Project Area, and road improvements to Richmond Road. Additional water and wastewater infrastructure may be necessary to accommodate future phases of the Project.

FINANCIAL PROJECTIONS APPENDIX

to the

STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN

Phase 1

Year	PILOT Payments: SPS	PILOT Payments: Meridian Tech	PILOT Payments: County	PILOT Payments: County Health	Community Betterment Payments	Franchise Fees*	Total
2027	$ 624,023	$ 135,599	$ 89,985	$ 17,961	$ 132,432	$ 2,070,000	$ 1,000,000
2028	$ 630,263	$ 136,955	$ 90,884	$ 18,141	$ 133,756	$ 2,070,000	$ 1,010,000
2029	$ 636,566	$ 138,325	$ 91,793	$ 18,322	$ 135,094	$ 2,070,000	$ 1,020,100
2030	$ 642,932	$ 139,708	$ 92,711	$ 18,506	$ 136,445	$ 2,070,000	$ 1,030,301
2031	$ 649,361	$ 141,105	$ 93,638	$ 18,691	$ 137,809	$ 2,070,000	$ 1,040,604
2032	$ 655,854	$ 142,516	$ 94,575	$ 18,878	$ 139,187	$ 2,070,000	$ 1,051,010
2033	$ 662,413	$ 143,941	$ 95,520	$ 19,066	$ 140,579	$ 2,070,000	$ 1,061,520
2034	$ 669,037	$ 145,381	$ 96,476	$ 19,257	$ 141,985	$ 2,070,000	$ 1,072,135
2035	$ 675,727	$ 146,834	$ 97,440	$ 19,450	$ 143,405	$ 2,070,000	$ 1,082,857
2036	$ 682,485	$ 148,303	$ 98,415	$ 19,644	$ 144,839	$ 2,070,000	$ 1,093,685
2037	$ 689,310	$ 149,786	$ 99,399	$ 19,840	$ 146,287	$ 2,070,000	$ 1,104,622
2038	$ 696,203	$ 151,284	$ 100,393	$ 20,039	$ 147,750	$ 2,070,000	$ 1,115,668
2039	$ 703,165	$ 152,797	$ 101,397	$ 20,239	$ 149,228	$ 2,070,000	$ 1,126,825
2040	$ 710,196	$ 154,325	$ 102,411	$ 20,442	$ 150,720	$ 2,070,000	$ 1,138,093
2041	$ 717,298	$ 155,868	$ 103,435	$ 20,646	$ 152,227	$ 2,070,000	$ 1,149,474
2042	$ 724,471	$ 157,426	$ 104,469	$ 20,853	$ 153,749	$ 2,070,000	$ 1,160,969
2043	$ 731,716	$ 159,001	$ 105,514	$ 21,061	$ 155,287	$ 2,070,000	$ 1,172,579
2044	$ 739,033	$ 160,591	$ 106,569	$ 21,272	$ 156,840	$ 2,070,000	$ 1,184,304
2045	$ 746,424	$ 162,197	$ 107,635	$ 21,484	$ 158,408	$ 2,070,000	$ 1,196,147
2046	$ 753,888	$ 163,819	$ 108,711	$ 21,699	$ 159,992	$ 2,070,000	$ 1,208,109
2047	$ 761,427	$ 165,457	$ 109,798	$ 21,916	$ 161,592	$ 2,070,000	$ 1,220,190
2048	$ 769,041	$ 167,111	$ 110,896	$ 22,135	$ 163,208	$ 2,070,000	$ 1,232,392
2049	$ 776,731	$ 168,782	$ 112,005	$ 22,357	$ 164,840	$ 2,070,000	$ 1,244,716
2050	$ 784,499	$ 170,470	$ 113,125	$ 22,580	$ 166,489	$ 2,070,000	$ 1,257,163
2051	$ 792,344	$ 172,175	$ 114,256	$ 22,806	$ 168,153	$ 2,070,000	$ 1,269,735
Total	**$ 17,624,406**	**$ 3,829,755**	**$ 2,541,450**	**$ 507,285**	**$ 3,740,303**	**$ 51,750,000**	**$ 79,993,200**

**The Franchise Fee revenues represent the City's estimates and are not projections provided by the Company.*

Phase 2

Year	PILOT Payments SPS	Meridian Tech	County	County Health	Community Betterment Payments	Franchise Fees*	Total
2033	$ 662,413	$ 143,941	$ 95,520	$ 19,066	$ 140,579	$ 2,070,000	$ 1,061,520
2034	$ 669,037	$ 145,381	$ 96,476	$ 19,257	$ 141,985	$ 2,070,000	$ 1,072,135
2035	$ 675,727	$ 146,834	$ 97,440	$ 19,450	$ 143,405	$ 2,070,000	$ 1,082,857
2036	$ 682,485	$ 148,303	$ 98,415	$ 19,644	$ 144,839	$ 2,070,000	$ 1,093,685
2037	$ 689,310	$ 149,786	$ 99,399	$ 19,840	$ 146,287	$ 2,070,000	$ 1,104,622
2038	$ 696,203	$ 151,284	$ 100,393	$ 20,039	$ 147,750	$ 2,070,000	$ 1,115,668
2039	$ 703,165	$ 152,797	$ 101,397	$ 20,239	$ 149,228	$ 2,070,000	$ 1,126,825
2040	$ 710,196	$ 154,325	$ 102,411	$ 20,442	$ 150,720	$ 2,070,000	$ 1,138,093
2041	$ 717,298	$ 155,868	$ 103,435	$ 20,646	$ 152,227	$ 2,070,000	$ 1,149,474
2042	$ 724,471	$ 157,426	$ 104,469	$ 20,853	$ 153,749	$ 2,070,000	$ 1,160,969
2043	$ 731,716	$ 159,001	$ 105,514	$ 21,061	$ 155,287	$ 2,070,000	$ 1,172,579
2044	$ 739,033	$ 160,591	$ 106,569	$ 21,272	$ 156,840	$ 2,070,000	$ 1,184,304
2045	$ 746,424	$ 162,197	$ 107,635	$ 21,484	$ 158,408	$ 2,070,000	$ 1,196,147
2046	$ 753,888	$ 163,819	$ 108,711	$ 21,699	$ 159,992	$ 2,070,000	$ 1,208,109
2047	$ 761,427	$ 165,457	$ 109,798	$ 21,916	$ 161,592	$ 2,070,000	$ 1,220,190
2048	$ 769,041	$ 167,111	$ 110,896	$ 22,135	$ 163,208	$ 2,070,000	$ 1,232,392
2049	$ 776,731	$ 168,782	$ 112,005	$ 22,357	$ 164,840	$ 2,070,000	$ 1,244,716
2050	$ 784,499	$ 170,470	$ 113,125	$ 22,580	$ 166,489	$ 2,070,000	$ 1,257,163
2051	$ 792,344	$ 172,175	$ 114,256	$ 22,806	$ 168,153	$ 2,070,000	$ 1,269,735
2052	$ 800,267	$ 173,897	$ 115,399	$ 23,034	$ 169,835	$ 2,070,000	$ 1,282,432
2053	$ 808,270	$ 175,636	$ 116,553	$ 23,265	$ 171,533	$ 2,070,000	$ 1,295,256
2054	$ 816,352	$ 177,392	$ 117,719	$ 23,497	$ 173,249	$ 2,070,000	$ 1,308,209
2055	$ 824,516	$ 179,166	$ 118,896	$ 23,732	$ 174,981	$ 2,070,000	$ 1,321,291
2056	$ 832,761	$ 180,958	$ 120,085	$ 23,969	$ 176,731	$ 2,070,000	$ 1,334,504
2057	$ 841,089	$ 182,767	$ 121,286	$ 24,209	$ 178,498	$ 2,070,000	$ 1,347,849
Total	**$ 18,708,662**	**$ 4,065,362**	**$ 2,697,801**	**$ 538,494**	**$ 3,970,407**	**$ 51,750,000**	**$ 81,730,725**

**The Franchise Fee revenues represent the City's estimates and are not projections provided by the Company.*

Phase 3*

Year	PILOT Payments SPS	Meridian Tech	County	County Health	Total
2037	$ 977,024	$ 212,306	$ 140,887	$ 28,122	$ 1,358,339
2038	$ 986,794	$ 214,429	$ 142,296	$ 28,403	$ 1,371,922
2039	$ 996,662	$ 216,573	$ 143,719	$ 28,687	$ 1,385,641
2040	$ 1,006,629	$ 218,739	$ 145,156	$ 28,974	$ 1,399,498
2041	$ 1,016,695	$ 220,926	$ 146,608	$ 29,264	$ 1,413,493
2042	$ 1,026,862	$ 223,135	$ 148,074	$ 29,556	$ 1,427,628
2043	$ 1,037,130	$ 225,367	$ 149,555	$ 29,852	$ 1,441,904
2044	$ 1,047,502	$ 227,620	$ 151,050	$ 30,150	$ 1,456,323
2045	$ 1,057,977	$ 229,897	$ 152,561	$ 30,452	$ 1,470,886
2046	$ 1,068,557	$ 232,196	$ 154,087	$ 30,756	$ 1,485,595
2047	$ 1,079,242	$ 234,518	$ 155,627	$ 31,064	$ 1,500,451
2048	$ 1,090,035	$ 236,863	$ 157,184	$ 31,375	$ 1,515,456
2049	$ 1,100,935	$ 239,231	$ 158,756	$ 31,688	$ 1,530,610
2050	$ 1,111,944	$ 241,624	$ 160,343	$ 32,005	$ 1,545,916
2051	$ 1,123,064	$ 244,040	$ 161,946	$ 32,325	$ 1,561,375
2052	$ 1,134,294	$ 246,480	$ 163,566	$ 32,649	$ 1,576,989
2053	$ 1,145,637	$ 248,945	$ 165,202	$ 32,975	$ 1,592,759
2054	$ 1,157,094	$ 251,435	$ 166,854	$ 33,305	$ 1,608,687
2055	$ 1,168,665	$ 253,949	$ 168,522	$ 33,638	$ 1,624,773
2056	$ 1,180,351	$ 256,488	$ 170,207	$ 33,974	$ 1,641,021
2057	$ 1,192,155	$ 259,053	$ 171,909	$ 34,314	$ 1,657,431
2058	$ 1,204,076	$ 261,644	$ 173,629	$ 34,657	$ 1,674,006
Total	**$ 23,909,322**	**$ 5,195,457**	**$ 3,447,739**	**$ 688,185**	**$ 33,240,703**

**CPI growth based on the 25-year average of 3.5088%*

Note: Community Betterment Payments and Franchise Fees to the City for future phases will be determined pursuant to Supplemental Development Agreement(s) between the City and the Company.

Phase 4*

Year	PILOT Payments: SPS	PILOT Payments: Meridian Tech	PILOT Payments: County	PILOT Payments: County Health	Total
2039	$ 1,046,790	$ 227,466	$ 150,948	$ 30,130	$ 1,455,334
2040	$ 1,057,258	$ 229,740	$ 152,457	$ 30,431	$ 1,469,887
2041	$ 1,067,831	$ 232,038	$ 153,982	$ 30,736	$ 1,484,586
2042	$ 1,078,509	$ 234,358	$ 155,522	$ 31,043	$ 1,499,432
2043	$ 1,089,294	$ 236,702	$ 157,077	$ 31,353	$ 1,514,426
2044	$ 1,100,187	$ 239,069	$ 158,648	$ 31,667	$ 1,529,571
2045	$ 1,111,189	$ 241,460	$ 160,234	$ 31,983	$ 1,544,866
2046	$ 1,122,301	$ 243,874	$ 161,837	$ 32,303	$ 1,560,315
2047	$ 1,133,524	$ 246,313	$ 163,455	$ 32,626	$ 1,575,918
2048	$ 1,144,859	$ 248,776	$ 165,089	$ 32,953	$ 1,591,677
2049	$ 1,156,308	$ 251,264	$ 166,740	$ 33,282	$ 1,607,594
2050	$ 1,167,871	$ 253,776	$ 168,408	$ 33,615	$ 1,623,670
2051	$ 1,179,550	$ 256,314	$ 170,092	$ 33,951	$ 1,639,907
2052	$ 1,191,345	$ 258,877	$ 171,793	$ 34,291	$ 1,656,306
2053	$ 1,203,258	$ 261,466	$ 173,511	$ 34,634	$ 1,672,869
2054	$ 1,215,291	$ 264,081	$ 175,246	$ 34,980	$ 1,689,597
2055	$ 1,227,444	$ 266,722	$ 176,998	$ 35,330	$ 1,706,493
2056	$ 1,239,718	$ 269,389	$ 178,768	$ 35,683	$ 1,723,558
2057	$ 1,252,116	$ 272,083	$ 180,556	$ 36,040	$ 1,740,794
2058	$ 1,264,637	$ 274,804	$ 182,361	$ 36,400	$ 1,758,202
Total	**$ 23,049,280**	**$ 5,008,571**	**$ 3,323,721**	**$ 663,430**	**$ 32,045,002**

**CPI growth based on the 25-year average of 3.5088%*

Note: Community Betterment Payments and Franchise Fees to the City for future phases will be determined pursuant to Supplemental Development Agreement(s) between the City and the Company.

Phase 5*

Year	PILOT Payments: SPS	Meridian Tech	County	County Health	Total
2041	$ 1,121,539	$ 243,709	$ 161,727	$ 32,281	$ 1,559,255
2042	$ 1,132,754	$ 246,146	$ 163,344	$ 32,604	$ 1,574,848
2043	$ 1,144,082	$ 248,607	$ 164,977	$ 32,930	$ 1,590,596
2044	$ 1,155,522	$ 251,093	$ 166,627	$ 33,260	$ 1,606,502
2045	$ 1,167,078	$ 253,604	$ 168,293	$ 33,592	$ 1,622,567
2046	$ 1,178,748	$ 256,140	$ 169,976	$ 33,928	$ 1,638,793
2047	$ 1,190,536	$ 258,702	$ 171,676	$ 34,267	$ 1,655,181
2048	$ 1,202,441	$ 261,289	$ 173,393	$ 34,610	$ 1,671,733
2049	$ 1,214,466	$ 263,901	$ 175,127	$ 34,956	$ 1,688,450
2050	$ 1,226,610	$ 266,540	$ 176,878	$ 35,306	$ 1,705,334
2051	$ 1,238,876	$ 269,206	$ 178,647	$ 35,659	$ 1,722,388
2052	$ 1,251,265	$ 271,898	$ 180,433	$ 36,015	$ 1,739,612
2053	$ 1,263,778	$ 274,617	$ 182,238	$ 36,375	$ 1,757,008
2054	$ 1,276,416	$ 277,363	$ 184,060	$ 36,739	$ 1,774,578
2055	$ 1,289,180	$ 280,137	$ 185,901	$ 37,107	$ 1,792,324
2056	$ 1,302,072	$ 282,938	$ 187,760	$ 37,478	$ 1,810,247
2057	$ 1,315,092	$ 285,767	$ 189,637	$ 37,852	$ 1,828,349
2058	$ 1,328,243	$ 288,625	$ 191,534	$ 38,231	$ 1,846,633
Total	**$ 21,998,697**	**$ 4,780,281**	**$ 3,172,226**	**$ 633,191**	**$ 30,584,396**

**CPI growth based on the 25-year average of 3.5088%*

Note: Community Betterment Payments and Franchise Fees to the City for future phases will be determined pursuant to Supplemental Development Agreement(s) between the City and the Company.

Phase 6*

Year	PILOT Payments SPS	Meridian Tech	County	County Health	Total
2043	$ 1,201,625	$ 261,111	$ 173,275	$ 34,587	$ 1,670,597
2044	$ 1,213,641	$ 263,722	$ 175,008	$ 34,932	$ 1,687,303
2045	$ 1,225,777	$ 266,359	$ 176,758	$ 35,282	$ 1,704,176
2046	$ 1,238,035	$ 269,023	$ 178,525	$ 35,635	$ 1,721,218
2047	$ 1,250,415	$ 271,713	$ 180,311	$ 35,991	$ 1,738,430
2048	$ 1,262,919	$ 274,430	$ 182,114	$ 36,351	$ 1,755,814
2049	$ 1,275,549	$ 277,175	$ 183,935	$ 36,714	$ 1,773,372
2050	$ 1,288,304	$ 279,946	$ 185,774	$ 37,081	$ 1,791,106
2051	$ 1,301,187	$ 282,746	$ 187,632	$ 37,452	$ 1,809,017
2052	$ 1,314,199	$ 285,573	$ 189,508	$ 37,827	$ 1,827,107
2053	$ 1,327,341	$ 288,429	$ 191,403	$ 38,205	$ 1,845,379
2054	$ 1,340,614	$ 291,313	$ 193,317	$ 38,587	$ 1,863,832
2055	$ 1,354,021	$ 294,226	$ 195,251	$ 38,973	$ 1,882,471
2056	$ 1,367,561	$ 297,169	$ 197,203	$ 39,363	$ 1,901,295
2057	$ 1,381,236	$ 300,140	$ 199,175	$ 39,756	$ 1,920,308
2058	$ 1,395,049	$ 303,142	$ 201,167	$ 40,154	$ 1,939,511
Total	**$ 20,737,473**	**$ 4,506,219**	**$ 2,990,357**	**$ 596,889**	**$ 28,830,939**

**CPI growth based on the 25-year average of 3.5088%*

Note: Community Betterment Payments and Franchise Fees to the City for future phases will be determined pursuant to Supplemental Development Agreement(s) between the City and the Company.

LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of __________, 2024, by and among Kipper LLC, a Delaware limited liability company (the "**Company**"), the City of Stillwater, Oklahoma, a municipal corporation (the "**City**"), the Board of Education of Independent School District Number 16 of Payne County, Oklahoma (the "**Stillwater Public Schools**"), the Board of Education of the Meridian Technology Center ("**Meridian Technology Center**"), the Board of County Commissioners of Payne County (the "**County**"), and the Board of the Payne County Health Department (the "**Health Department**") (collectively, Stillwater Public Schools, Meridian Technology Center, the County, and the Health Department are the "**Taxing Entities**") (the Company, the City, and the Taxing Entities are collectively referred to as the "**Parties**", each a "**Party**").

WITNESSETH:

WHEREAS, the Company intends to develop on certain parcels of property within the City, as more particularly described in Exhibit A attached hereto (the "**Property**"), one or more data center facilities and may develop certain ancillary buildings, structures and infrastructure that support or are related to the data center operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings, all of which are part of the computer infrastructure, data processing, hosting and related services classification (collectively the "**Project**" [1]); and

WHEREAS, on July 16, 2024, the Stillwater Planning Commission by its Resolution No. PC-2024-1, a true and correct copy of which is attached hereto as Exhibit B, recommended the approval of the Stillwater Data Center Economic Development Project Plan (the "**Project Plan**") pursuant to the Oklahoma Local Development Act, 62 O.S. § 851, et seq. (the "**Act**"), without any amendments thereto in accordance with Section 858 of the Act; and

WHEREAS, on July 10, 2024, the Stillwater Local Development Act Review Committee by its Resolution, a true and correct copy of which is attached hereto as Exhibit C, recommended the approval of the Project Plan pursuant to the Act in order to provide ad valorem property tax abatements for the Project; and

WHEREAS, after the public hearings required by the Act, the City adopted and approved the Project Plan and this Agreement by Ordinance No. 3544, a true and correct copy of which is attached hereto as Exhibit D (the "**Project Plan Ordinance**"), and created six (6) tax incentive districts, Incentive Districts "1," "2," "3," "4," "5," and "6" (the "**Incentive Districts**" and each an "**Incentive District**"); and

WHEREAS, each of the Taxing Entities and the City have determined that it is appropriate and desirable, in order to ensure the economic viability of the Project, that the Taxing Entities, which would otherwise share in the ad valorem taxes applicable to the Property, provide each Phase (as defined below) a one hundred percent (100%) twenty-five (25) year ad valorem tax

[1] The term "Project" shall refer to all Phases that are constructed on the Property.

exemption on all new investment attributable to property qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision within each Incentive District, upon the terms and conditions as provided for herein (collectively, the "**Incentive District Exemptions**"), all as authorized by Article 10, §6(C) of the Oklahoma Constitution, Section 860(B) of the Act, the Project Plan, the Project Plan Ordinance, and other applicable authorizations; and

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

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

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

WHEREAS, the Taxing Entities and the City intend to create the Incentive Districts, in order (i) to promote economic development within the Project Area (as defined in the Project Plan) or Property which is an existing enterprise zone as defined by Section 853(6) of the Act, and (ii) to reverse economic stagnation or decline, to serve as a catalyst for expanding employment, and to attract investment and to preserve and enhance the tax base within the Property, which the City designated as a reinvestment area as defined by the Section 853(17) of the Act in the Project Plan Ordinance; and

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

WHEREAS, in consideration of the Incentive District Exemptions to be provided under this Agreement, the Company has agreed to make Community Betterment Payments (defined herein) to the City and payments in lieu of taxes to the other Taxing Entities in such amounts and at such times as further described in Section 5 of this Agreement; and

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

WHEREAS, the City, through the Project Plan Ordinance, has approved the adoption of this Agreement; and ,

WHEREAS, the Stillwater Public Schools through Resolution ________ adopted on ________ (a true and correct copy of which is attached hereto as Exhibit E), Meridian Technology Center through Resolution ________ adopted on ________ (a true and correct copy of which is copy attached hereto as Exhibit F), the County through Resolution ________ adopted on ________ (a true and correct copy of which is attached hereto as Exhibit G), the Health Department through Resolution ________ adopted on ________ (a true and correct copy of which is attached hereto as Exhibit H) have approved the adoption of this Agreement (collectively, the "**Taxing Entity Approvals**" and each a "**Taxing Entity Approval**"); and

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

1. **Incorporation of Recitals.**

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

2. **Project.**

a. Purpose.

The objectives of this Agreement are:

(i) To attract the Project and the accompanying investment and development to the City, which would not occur without the tax incentives described in this Agreement.

(ii) To generate new revenues for the City in the form of Community Betterment Payments and for each of the Taxing Entities in the form of annual payments in lieu of taxes ("**PILOTs**") for each Data Center constructed as part of the Project, in accordance with Section 5 of this Agreement.

b. Project Scope.

The Project will consist of up to six (6) Phases corresponding to the six (6) Incentive Districts, with each Phase of the Project estimated to consist of at least five hundred million dollars ($500,000,000) in private investment by the Company.

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

Further, because the Project will be constructed in Phases over an extended period, the Parties acknowledge that, although the Company anticipates developing one Data Center per Phase, the Company may construct Data Centers that overlap the boundaries of more than one Incentive District or multiple Data Centers in one Phase, as discussed Section 4 herein, subject to the payment of PILOTs and Community Betterment Payments for each Data Center constructed, per Section 5.

3. Approval of the Tax Abatement.

Pursuant to Section 865 of the Act, the City and each of the Taxing Entities hereby (i) agree to the Incentive District Exemptions, subject to the terms and conditions of this Agreement; (ii) approve the form of the Project Plan Ordinance , the creation of each Incentive District pursuant to the Project Plan Ordinance, and all Incentive District Exemptions provided pursuant to the Project Plan Ordinance and this Agreement; (iii) waive any defects within or relating to the Project Plan Ordinance and this Agreement; and (iv) agree to relinquish for the duration of the Incentive District Term for each Incentive District any and all tax revenues attributable to the Phase, including, for the avoidance of doubt, all real property taxes and personal property taxes in excess of the Base Value, as defined herein, which the Parties agree is the value attributable to new investment after approval of the Project Plan.

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

4. Tax Abatement Terms.

a. The Incentive District Exemptions.

In accordance with Section 860(B) of the Act and the Project Plan Ordinance, all new value attributable to investment qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision within each Incentive District made after the effective date of the Project Plan shall be afforded a one hundred percent (100%) exemption for the duration of the Incentive District Term, during which no ad valorem taxes shall be assessed against such property. The incentive provided under the Act and this Agreement shall not include Public Service Property, if any, located within each Incentive District; provided that "Public Service Property" shall be defined as property of all railroads, air carriers and public service corporations assessed annually by the State Board of Equalization pursuant to 68 O.S. § 2847 and Article 10, § 21 of the Oklahoma Constitution.

b. Activation of the Incentive District Exemptions.

(i) In accordance with the Project Plan Ordinance, each Incentive District shall, unless sooner terminated pursuant to the terms of the Economic Development Agreement described in subsection (ii) below, become effective and provide the Incentive District Exemption upon the earlier of (a) January 1 of the year immediately following the completion of a Data Center within that Incentive District, as evidenced by the issuance of a certificate of occupancy or delivery of written notice by the Company to the City of substantial completion, or (b) January 1 of the year in which the tenth anniversary of the Project Plan Ordinance occurs, which the Parties anticipate to be January 1, 2034 (each an "**Exemption Activation Condition**" with the date of activation being the "**Exemption Effective Date**"). In accordance with Section 856(B)(2) of the Act, no Incentive District Exemptions may become effective more than ten years after approval of the Project Plan.

Upon or prior to the occurrence of an Exemption Activation Condition, as applicable, the City will, in accordance with the Project Plan Ordinance, confirm the Exemption Effective Date, designation, and name of each Incentive District by resolution or by action of the City Manager; provided, however, that if City Council has not passed such resolution: (a) within thirty (30) days following the issuance of a certificate of occupancy or delivery of written notice by the Company to the City of substantial completion or (b) by December 15, whichever is earlier, the City Manager shall immediately, and in all cases prior to the Exemption Effective Date, confirm the Exemption Effective Date, designation, and name of each Incentive District. Upon confirmation of the Exemption Effective Date, designation, and name of any Incentive District, the City Manager shall promptly deliver written notice to the Payne County Assessor ("**County Assessor**"), each of the other Taxing Entities, and the Company identifying the Incentive District activated and the Exemption Effective Date (the "**Incentive District Commencement Notice**").

(ii) Concurrently with this Agreement, the City, the Stillwater Economic Development Authority, a public trust ("**SEDA**"), and the Company shall enter into an Economic Development Agreement providing for the development of Phase 1 and Phase 2 of the Project. The Company must provide written notice to the City that it intends to commence Phase 2 within two (2) years of completion of Phase 1. If the Company fails to commence development of Phase 2 within two (2) years of such notice, the City may terminate the undeveloped Incentive Districts, and, pursuant to the terms set forth in the Economic Development Agreement, SEDA may acquire the Company's remaining portions of the Property.

Upon execution of a Supplemental Economic Development Agreement by the City, SEDA, and the Company for Phases 3 through 6 of the Project, whether one or more, the Company shall undertake the development of each such Phase in accordance with the Supplemental Economic Development Agreement(s). If Phase 2 has been developed but the development of Phase 3 has not commenced within 10 years of adoption of the Project Plan, then any remaining undeveloped Incentive Districts shall terminate. If Phase 2 has been developed and Phase 3 has commenced development (including design, engineering, permitting, construction for the site and/or associated infrastructure) within 10 years of the adoption of the Project Plan, the remaining undeveloped Incentive Districts will become effective. Thereafter, if development of Phase 4 has not commenced within 12 years of the adoption of the Project Plan, then any remaining undeveloped Incentive Districts shall terminate. If development of Phase 5 has not commenced within 14 years of the adoption of the Project Plan, then any undeveloped Incentive Districts shall terminate.

c. Exemption Term.

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

d. Exemption Calculation.

Pursuant to an assessment performed by the County Assessor promptly after adoption of the Project Plan (in any event within 90 days), the County Assessor shall determine the base value of each Incentive District (the "**Base Values**" and each a "**Base Value**"). The Base Value shall be the total market value of real and personal property within an Incentive District multiplied by the assessment ratio. When determined, the Base Values shall be provided on Exhibit I, and approved by all Parties pursuant to this Agreement. The Parties waive any defect or irregularities with respect to the determination of the Base Values. The Base Value shall be subject to ad valorem taxation. Upon receipt of an Incentive District Commencement Notice, the County Assessor shall ensure that, as of the applicable Exemption Effective Date and for the duration of the applicable Incentive District Term, no ad valorem taxes are assessed against any qualifying exempt property (including land value) above the Base Value in that Incentive District. For clarity, the exemption extends to any increases in land value over the base land value, provided the use of the land remains eligible for the exemption. For avoidance of doubt, the Incentive District Exemption shall apply to all new investment attributable to property qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision made in the Incentive District above the applicable Base Value, in accordance with Section 860(B) of the Project Plan. For additional clarity, if any improvements supporting the Data Center operations and qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 are constructed within an Incentive District prior to the construction of a Data Center, such improvements shall be subject to property taxation until such time as the construction of a Data Center triggers the Exemption Commencement Date for that Incentive District. On and after the Exemption Commencement Date, such improvements shall be exempt throughout the Incentive District Term.

e. Minor Amendments to the Incentive District Boundaries.

Although the Company anticipates that it will construct one Data Center per Incentive District, the Parties acknowledge and agree that the site plan, including the anticipated size, location, and number of Data Centers, is subject to change at the Company's sole discretion. If the Company constructs a Data Center that is located within the boundaries of more than one Incentive District, then the City Manager, acting on behalf of the City in accordance with Section VI of the Project Plan, shall first endeavor to adjust the Incentive District boundaries in accordance with the following: If an adjustment of the Incentive District boundaries can be made that would result in the Data Center being located within a single Incentive District and would not result in an addition to an Incentive District constituting more than five percent (5%) of that Incentive District, then the City Manager in accordance with Sections VIII.D and VIII.F of the Project Plan, Section 858(D) of the Act, and this Agreement will, prior to sending the Incentive District Commencement Notice, administratively approve an amendment to the Project Plan adjusting the boundaries of the Incentive Districts such that the Data Center is in one Incentive

District, without any further legislation required. The Company shall reasonably cooperate with the City Manager in providing information necessary for the City Manager to make the foregoing determinations.

f. Activation if a Data Center is Located Within Multiple Incentive Districts.

If the City Manager cannot adjust the Incentive District boundaries in accordance with the previous Section, then the occurrence of the Exemption Activation Condition will trigger the activation of each Incentive District in which a portion of the Data Center is located, with the Incentive District Exemption Effective Date for each such Incentive District being January 1 of the immediately subsequent calendar year.

If, for example, construction of a Data Center is completed in 2027 and a portion of the Data Center is located in Incentive District 3 and another portion is located in Incentive District 4, the Incentive District Commencement Notice would indicate that both Incentive Districts 3 and 4 will have an Exemption Effective Date of January 1, 2028.

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

5. Payments in Lieu of Taxes ("PILOTs") and Community Betterment Payments.

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

Phase 1 and 2. For each of Phase 1 and Phase 2 of the Project, the Company shall make annual PILOT payments to the Taxing Entities beginning in the PILOT Commencement Year. The initial annual PILOT payment for Phase 1 will total Eight Hundred Sixty-Seven Thousand Five Hundred Sixty-Eight and No/100 Dollars ($867,568.00). This amount will be disbursed to the Taxing Entities as follows:

Taxing Entity	Initial Annual Payment for Phase 1	Share of Total PILOT Payments
Stillwater Public Schools	$624,022.98	71.93%
Meridian Technology Center	$135,599.18	15.63%
Payne County	$89,984.51	10.37%
County Health Department	$17,961.33	2.07%
Total	**$867,568.00**	**100%**

After the first annual payment, the PILOT payments to each Taxing Entity will increase by one percent (1.00%) each year, as illustrated in Exhibit J. The PILOT payments for Phase 2 will be set using the same schedule as Phase 1. For instance, if Phase 1 is completed in 2026 with a PILOT Commencement Year of 2027, and Phase 2 is completed in 2032 with a PILOT Commencement Year of 2033, then in 2033, the Company shall pay two equal PILOTS, each in the total amount of $920,941. These payments will be allocated to the Taxing Entities in the same proportions established above for Phase 1.

Phases 3 through 6. For Phases 3 through 6 of the Project, the initial PILOT for each Phase will be the product of the PILOT applicable to Phase 1 in the amount indicated in the table above and the quotient of the CPI in the PILOT Commencement Year for the applicable Phase divided by the CPI in the year 2024. In other words, the initial PILOT for each Phase shall be calculated as follows:

$$\text{Initial Phase 1 PILOT from the table above} \times \frac{\text{CPI in PILOT Commencement Year for applicable Phase}}{\text{CPI in 2024}}$$

Thereafter, the PILOT for that Phase will increase by one percent (1.00%) each year. For purposes of this Project Plan, CPI refers to the annual average of United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for All Urban Consumers (CPI-U): U.S. Cities Average, all items index (Reference Base 1982-84 equal 100) ("CPI").

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

Community Betterment Payments. The Company shall make an annual payment to the City, herein a "**Community Betterment Payment**", for each Phase of the Project, beginning in the PILOT Commencement Year. The initial annual Community Betterment Payment for Phase 1 shall be One Hundred Thirty-Two Thousand Four Hundred Thirty-Two and No/100 Dollars ($132,432.00). After the first annual payment, the amount of the Community Betterment Payment to the City will increase by one percent (1.00%) each year for each Phase, as illustrated in Exhibit J. The Community Betterment Payment for Phase 2 will follow the same payment schedule as Phase 1. For example, if Phase 1 is complete in 2026, with a PILOT Commencement Year of 2027, and Phase 2 is complete in 2032, with a PILOT Commencement Year of 2033, then in 2033, the Company shall make two equal Community Betterment Payments to the City, one for each Phase, each in the amount of $140,579. For Phases 3 through 6 of the Project, the Community

Betterment Payment for each Phase will be determined as provided in Supplemental Development Agreement(s) between the City and the Company.

The Company shall make the PILOTs and Community Betterment Payments described in this Section 5 to the applicable Taxing Entities and City by January 1 of each Exemption Year for the duration of the Incentive District Term of each Incentive District (the "**Payment Date**") delivered to the City and Taxing Entities at their respective notice addresses provided in Section 14_below, unless written payment instructions are otherwise provided to the Company by the Taxing Entities and the City no later 30 days prior to the Payment Date. All PILOT amounts paid to Meridian Technology Center shall be donations for capital projects and improvements, to be deposited into Meridian Technology Center's building fund.

6. Annual Report.

Pursuant to Section 860(F) and Section 867(B) of the Act (collectively, the "**Reporting Statutes**"), on or before the ninetieth (90^{th}) day following the end of each fiscal or tax year, the City Manager or his or her designee shall prepare and submit the reports required by those sections (the "**Annual Reports**") for each Incentive District to the Oklahoma Department of Commerce and the chief executive officer of each Taxing Entity. For each Incentive District, commencing in the year following the Exemption Commencement Year and each year thereafter during the Incentive District Term, the Company shall provide to the City by no later than February 1 a report in the form attached hereto as Exhibit K to assist the City with its Annual Reports.

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

7. Term.

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

8. Default.

a. Default by the Company.

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

Notwithstanding the above, in the event the Company fails to make a PILOT payment to a Taxing Entity or a Community Betterment Payment to the City on or before the Payment Date, the overdue amounts will incur interest at an annual rate of six percent (6%) until paid in full. Furthermore, the City and each Taxing Entity reserve the right to file a lien against the Property where the Data Center is located until all outstanding PILOT amount(s) and Community Betterment Payment(s) are paid in full.

b. Default by the City or Taxing Entities.

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

9. Remedies.

After the passage applicable notice and cure periods as provided herein, the non-defaulting Party shall have the right to terminate this Agreement, and to pursue all remedies available hereunder at law and in equity. The rights and remedies of the Parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. In addition, upon termination of this Agreement, the City shall be entitled to terminate, dissolve, or modify the Incentive Districts.

10. Force Majeure.

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

11. Successors and Assigns.

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

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

In the event the Company transfers fee ownership by a total or partial sale of the Project Area, or any portion thereof, to a third party ("**Third Party Purchaser**") without a corresponding full or partial assignment of this Agreement to the Third Party Purchaser in accordance with the terms of this Section 11, the City shall be entitled to terminate, dissolve, or modify the corresponding Incentive Districts and amend this Agreement.

12. Cooperation.

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

13. Estoppel Certificate.

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

14. Notice.

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

If to the City:

The City of Stillwater Oklahoma
Attn: City Manager
723 S. Lewis St.
Stillwater, OK 47074

If to Stillwater Public Schools:

Board of Education of Stillwater Public Schools
Attn: Board President
314 S. Lewis St.
Stillwater, OK 74074

If to Meridian Technology Center:

Board of Education of Meridian Technology Center
Attn: Board President
1312 S. Sangre Rd.
Stillwater, OK 74074

If to the Board of County Commissioners of Payne County:

Board of County Commissioners of Payne County
Payne County Administration Building
315 W. 6th Ave., Suite 200/201
Stillwater, OK 74074

If to the Payne County Health Department:

Payne County Health Department
Attn: Director
1321 W. 7th Ave.
Stillwater, OK 74074

If to the Company:

McAfee & Taft
℅ Kipper LLC
Attn: Simon Bright
8th Floor, Two Leadership Square
211 N Robinson Ave

Oklahoma City, OK 73102
Email: simon.bright@mcafeetaft.com

With a copy to:

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

15. Amendment.

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

16. Severability.

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

17. Applicable Law.

The laws of the State of Oklahoma (excluding its conflict of laws rules that would apply the laws of another jurisdiction) exclusively apply to this Agreement. Any claim arising directly or indirectly from or relating to this Agreement must be filed and maintained exclusively in a court of competent jurisdiction in the state or federal courts located in Oklahoma. The Parties submit to that jurisdiction and venue for all purposes.

18. Authority.

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

19. Counterparts

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

20. Entire Agreement

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

21. Section Headings

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

[Signatures follow on separate pages.]

CITY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**CITY**"

The City of Stillwater, Oklahoma,
a municipal corporation

ATTEST:

____
Teresa Kadavy, City Clerk

By: ______________________________
William H. Joyce, Mayor

(SEAL)

Approved as to form and legality this ___ day of ________, 2024.

____
[Name], City Attorney

SCHOOL DISTRICT SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“**STILLWATER PUBLIC SCHOOLS**”

Board of Education of Independent School District Number 16 of Payne County, Oklahoma

By: ________________________________
Tim Riley, Board President

(SEAL)

ATTEST:

By: ________________________________
Secretary

MERIDIAN TECHNOLOGY CENTER SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**MERIDIAN TECHNOLOGY CENTER**"

Board of Education of School District
Number 16 of Payne County, Oklahoma

By: ______________________________
Randy Kellogg, Board President

(SEAL)

ATTEST:

By: ______________________________
Secretary

COUNTY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**COUNTY**"

Board of County Commissioners, Payne County

By: ______________________________
Zach Cavett, District 1 Commissioner, Chairman

By: ______________________________
Chris Reding, District 2 Commissioner

By: _______________________________
Rhonda Markum, District 3 Commissioner

ATTEST:

____
Glenna Craig, Payne County Clerk

(SEAL)

Approved as to form this ___ day of ________, 2024.

____
_________, District Attorney

HEALTH DEPARTMENT SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**HEALTH DEPARTMENT**"

Payne County Health Department

By: ______________________
Kelli Rader, Director

(SEAL)

ATTEST:

By: ______________________
Secretary

COMPANY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“**COMPANY**”

Kipper LLC,
a Delaware limited liability company

By: ___________________________
Name: ______________________
Title:________________________

COUNTY ASSESSOR ACKNOWLEDGEMENT FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

Acknowledged and Agreed:

"**COUNTY ASSESSOR**"

By: ______________________________
Name: ____________________
Title: ____________________

Exhibit Table of Contents

Exhibit A

Description of the Property

Total Project Area or Property Legal Description

A tract of land located in the Northeast Quarter (NE/4), Northwest Quarter (NW/4), and Southwest Quarter (SW/4), and Southeast Quarters (SE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on March 13, 2024 as follows:

COMMENCING at the SW/C, SW/4, S36-T20-R2E monumented by a 1" Rail Road Spike; thence with a BASIS OF BEARING of N 00°41'24" W along the west line of the SW/4 a distance of 2638.58 feet to the NW/C, SW/4, SEC36-T20N-R3E monumented by a 1/2" Rebar AND the POINT OF BEGINNING;
Thence along the west line of the NW/4 with a bearing of N 00°42'47" W a distance of 2630.81 feet to the NW/C, NW/4 SEC36-T20N-R2E monumented by a Railroad Spike;
Thence with a bearing of N 89°13'38" E along the north line of the NW/4 a distance of 2629.53 feet to the NE/C, NW/4 SEC36-T20N-R2E monumented by a 1/2" Rebar;
Thence with a bearing of N 89°18'29" E along the north line of the NE/4 a distance of 2630.74 feet to the NE/C, NE/4, SEC36-T20N-R2E monumented by a Mag Nail;
Thence with a bearing of S 00°49'51" E along the east line of the NE/4 a distance of 2122.35 feet to a point on the East Line of NE/4, SEC36-T20N-R2E, also being a point on the Northerly Rail Road R/W line of Eastern Oklahoma Railway particularly described in Book 7, Page 208;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.96 feet, having a chord bearing of S 27°41'11" W and a chord distance of 761.36, and an arc length of 763.73 feet to a point on said Northerly Rail Road R/W Line;
Thence with a bearing of N 54°28'57" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2773.96 feet, having a chord bearing of S 40°33'13" W and a chord distance of 487.07 feet, and an arc length of 487.70 to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence with a bearing of S 44°24'34" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.69 feet, having a chord bearing of S 51°55'38" W and a chord distance of 616.73, and an arc length of 617.99 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence with a bearing of S 59°21'10" W a distance of 1676.22 feet to a point on said Northerly Rail Road R/W Line;
Thence with a bearing of S59°21'10" W a distance of 614.77 feet to a point on said Northerly Rail Road R/W Line;
Thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2915.05 feet, having a chord bearing of S 55°26'11"W and a chord distance of 387.62 feet, and an arc length of 387.91 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap Hitech;
Thence with a bearing of N 00°47'43" W along the west line of the east 60 acres of the SW/4 a distance of 2333.99

feet to a point on the north line of the SW/4, SEC36-T20N-R2E monumented by a 1/2" pipe; Thence along said north line of said SW/4 with a bearing of S 89°28'48" W a distance of 1645.64' back to the POINT OF BEGINNING.

Less and Except:
A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northwest Quarter of said Section 36, Thence along the North line of the Northeast Quarter of said Section 36 N 89° 18' 29" E, a distance of 452.85 feet;
Thence departing said North line S 00° 00' 42" W, a distance of 1143.51 feet;
Thence S 89° 59' 34" W, a distance of 1,189.48 feet;
Thence N 00° 00' 04" E, a distance of 1,128.25 feet to a point on the North line of the Northwest Quarter of said Section 36;
Thence along said North line N 89° 13' 38" E, a distance of 736.95 feet back to the POINT OF BEGINNING.

Containing 16,844,572 square feet OR 386.698 acres more or loss

<u>Incentive District 1 Legal Description</u>

A tract of land located in the Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet; Thence departing said East line, S 89° 59' 44" W, a distance of 2,200.10 feet; Thence N 00° 00' 01" E, a distance of 1,516.34 feet to a point on the North line of said Northeast Quarter; Thence along said North line N 89° 18' 29" E, a distance of 2,177.89 feet back to the POINT OF BEGINNING.

Containing 3,347,887 square feet OR 76.857 acres more or less.

<u>Incentive District 2 Legal Description</u>

A tract of land located in the Southeast Quarter (SE/4) and Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet to the POINT OF BEGINNING;
Thence S 00° 49' 52" E, a distance of 579.72 feet to a point being a non-tangent curve to the right also being a point on the Northeasterly Railroad Right-Of-Way line recorded at Book 7, Page

208 in the records of Payne County Clerk's Office; Thence along the Northwesterly Right-Of-Way line for the next six (6) calls:
(1) Along said curve to the right having a radius of 2,799.14 feet, an arc length of 763.70 feet, and having a chord bearing of S 27° 41' 41" W, a chord length of 761.34 feet to a point of non-tangency;
(2) Thence N 54° 28' 57" W, a distance of 20.00 feet to a non-tangent curve to the right;
(3) Thence along curve to the right having a radius of 2773.96 feet, an arc length of 487.70 feet, and having a chord bearing of S 40° 33' 14" W, a chord length of 487.07 feet to a point of non-tangency;
(4) Thence S 44° 24' 34" E, a distance of 20.00 feet to a non-tangent curve to the right;
(5) Thence along curve to the right having a radius of 2793.69 feet, an arc length of 617.99 feet, and having a chord bearing of S 51° 55' 38" W, a chord length of 616.73 feet to a point of non-tangency;
(6) Thence S 59° 19' 00" W, a distance of 1,221.25 feet;
Thence departing from said Northwesterly Right-Of-Way line N 00° 00' 12" E, a distance of 1,155.08 feet;
Thence N 00° 00' 00" W, a distance of 1,075.36 feet;
Thence N 00° 00' 00" E, a distance of 399.42 feet;
Thence N 89° 59' 44" E, a distance of 2,200.12 feet back to the POINT OF BEGINNING.

Containing 4,111,928 square feet OR 94.397 acres more or less.

Incentive District 3 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36;
Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1645.61 feet;
Thence along the West line of Lot Four (4) Richmond Road & Highway 177 Addition, S 00° 48' 02" E, a distance of 334.80 feet to the POINT OF BEGINNING;
Thence N 89° 59' 20" E, a distance of 1,399.15 feet; Thence S 00° 00' 12" W, a distance of 1,155.08 feet to a point on the Northwesterly line of a Railroad Right-Of-Way recorded at Book 7, Page 208 in the records of Payne County Clerk's Office; Thence continuing along said Northwesterly line S 59° 19' 00" W, a distance of 1,223.40 feet to a non-tangent curve to the left; Thence along said curve having a radius of 2915.00 feet, an arc length of 387.91 feet, and having a chord bearing of S 55° 26' 11" W, a chord length of 387.62 feet to a point of non-tangency; Thence departing said Northwesterly line N 00° 47' 43" W, a distance of 1999.19 feet back to the POINT OF BEGINNING.

Containing 2,172,023 square feet OR 49.878 acres more or less.

Incentive District 4 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) and Northeast Quarter (NE/4) and Northwest Quarter (NW/4) of Section Thirty-Six (36), Township

Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36; Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1622.33 feet to the POINT OF BEGINNING;
Thence N 00° 00' 46" W, a distance of 740.78 feet; Thence N 89° 59' 20" E, a distance of 1427.27 feet;
Thence S 00° 00' 00" W, a distance of 1075.36 feet; Thence S 89° 59' 20" W, a distance of 1399.15 feet;
Thence N 00° 48' 02" W, a distance of 334.80 feet; Thence continuing along said South line S 89° 28' 48" W, a distance of 23.28 feet back to the POINT OF BEGINNING.

Containing 1,526,135 square feet OR 35.035 acres more or less.

Incentive District 5 Legal Description

A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northwest Quarter of said Section 36,
Thence along the North line of the Northeast Quarter of said Section 36, N 89° 18' 29" E, a distance of 452.85 feet;
Thence departing said North line and along the East line of Lot Seven (7) in Richmond Road & Highway 177 Addition, S 00° 00' 42" W, a distance of 1143.51 feet to the POINT OF BEGINNING;
Thence S 00° 02' 04" E, a distance of 372.20 feet; Thence S 00° 00' 00" W, a distance of 399.42 feet;
Thence S 89° 59' 20" W, a distance of 1,427.27 feet; Thence N 00° 00' 17" E, a distance of 210.20 feet;
Thence N 90° 00' 00" E, a distance of 237.55 feet; Thence N 00° 00' 00" W, a distance of 562.17 feet;
Thence N 89° 59' 34" E, a distance of 1,189.48 feet to the POINT OF BEGINNING.

Containing 968,675 square feet OR 22.238 acres more or less.

Incentive District 6 Legal Description

A tract of land located in the Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of said Section 36, Thence along the North line of said Section 36 N 89° 13' 38" E, a distance of 1,892.59 feet;
Thence departing from said North line S 00° 00' 03 " W, a distance of 1690.42 feet;

Thence S 89° 56' 04" W, a distance of 237.57 feet;
Thence S 00° 00’ 00” W, a distance of 209.93 feet;
Thence S 00° 00’ 46” E, a distance of 740.78 feet to a point on the South line of the Northwest Quarter of said Section 36; Thence along said South line S 89° 28' 48" W, a distance of 1622.33 feet to the Southwest corner of the Northwest Quarter; Thence departing said South line and along the West line of the Northwest Quarter of said Section 36 N 00° 42' 47" W, a distance of 2630.81 feet back to the POINT OF BEGINNING.

Containing 4,717 996 square feet OR 108.310 acres more or less.

Map of Property and Incentive Districts

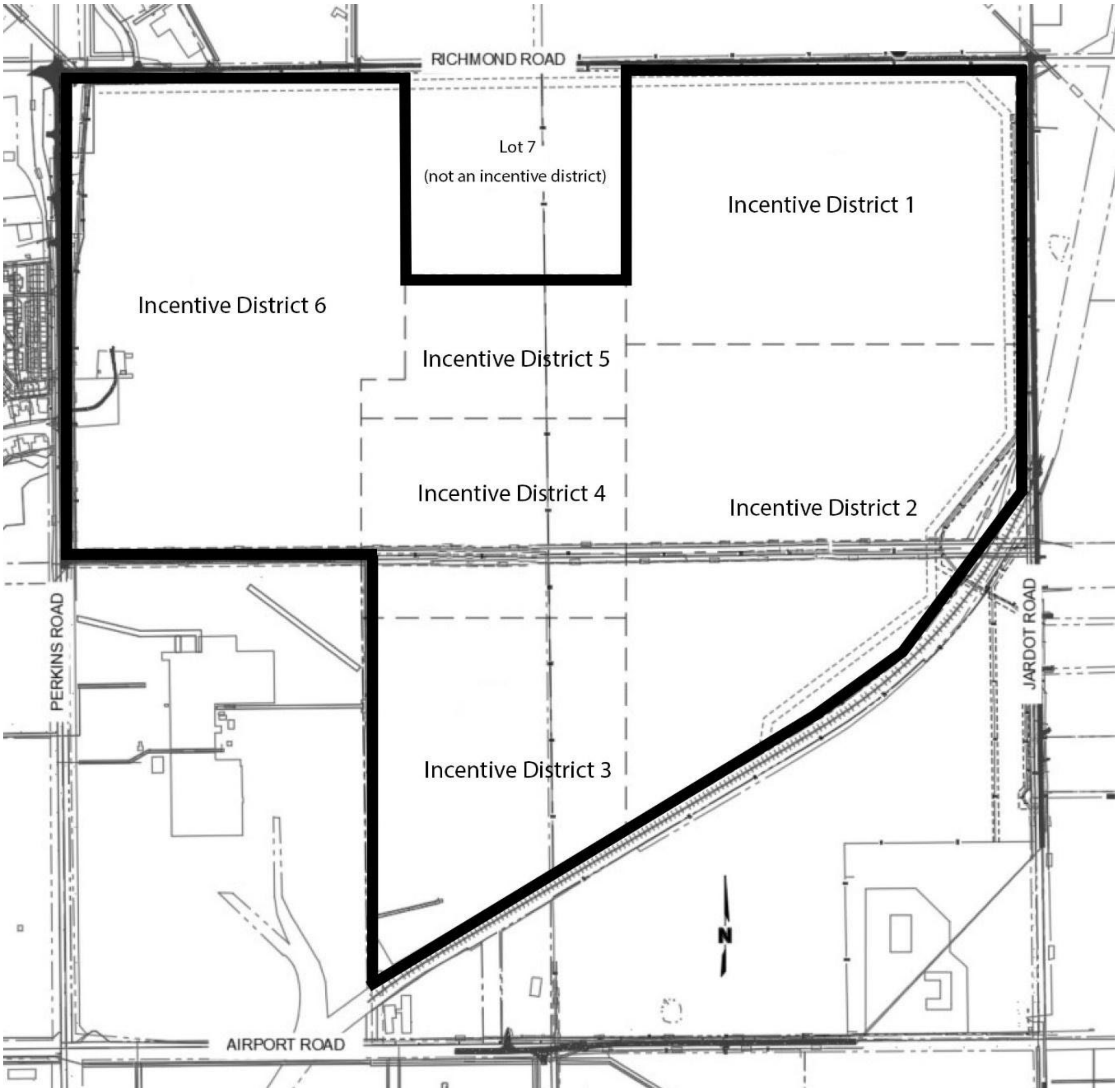


Exhibit B

Copy of Stillwater Planning Commission Resolution

Exhibit C

Copy of Stillwater Local Development Act Review Committee Resolution

Exhibit D

Copy of Project Plan Ordinance

Exhibit E

Copy of Stillwater Public Schools Agreement Adoption Resolution

Exhibit F

Copy of Meridian Technology Center Agreement Adoption Resolution

Exhibit G

Copy of County Agreement Adoption Resolution

Exhibit H

Copy of Health Department Agreement Adoption Resolution

Exhibit I

Incentive District Base Value Assessments

The Base Value for each Incentive District is equal to the total market value of real and personal property within the Incentive District multiplied by the assessment ratio. Within 90 days of the adoption of the Project Plan, the County Assessor has certified the Base Value for each Incentive District, as set forth in the table below. The Parties acknowledge that the County Assessor has taken into consideration the prospective purchase price of the property at $10,500 per acre in calculating Base Value. The Company will reasonably cooperate with the County Assessor to provide documentation required to verify the prospective purchase price to the reasonable satisfaction of the County Assessor.

Parcel	**Acreage**	**Percentage of Total Project Area Acreage**	**TID Base Value**
Total Project Area	**386.698**	**100%**	
Incentive District 1	**76.857**		
Incentive District 2	**94.397**		
Incentive District 3	**49.878**		
Incentive District 4	**35.035**		
Incentive District 5	**22.238**		
Incentive District 6	**108.310**		

Exhibit J

PILOT and Community Betterment Payment Escalation Schedule (per Data Center)

The following tables illustrate the estimated PILOT and Community Betterment Payment escalation schedule for Phase 1 and Phase 2, assuming that 2027 is the first PILOT Commencement Year for the first Data Center and 2033 is the first PILOT Commencement Year for the second Data Center.

Phase 1 PILOT and Community Betterment Payments						
Calendar Year		**Stillwater Public Schools PILOT**	**Tech. Center PILOT**	**County PILOT**	**Health Dept. PILOT**	**Community Betterment Payments**
Year	2024	Project Plan Approval				
Year	2025	Construction Year				
Year	2026	Earliest Possible Construction Completion Year				
Year 1	2027	$ 624,023	$ 135,599	$ 89,985	$ 17,961	$ 132,432
Year 2	2028	$ 630,263	$ 136,955	$ 90,884	$ 18,141	$ 133,756
Year 3	2029	$ 636,566	$ 138,325	$ 91,793	$ 18,322	$ 135,094
Year 4	2030	$ 642,932	$ 139,708	$ 92,711	$ 18,506	$ 136,445
Year 5	2031	$ 649,361	$ 141,105	$ 93,638	$ 18,691	$ 137,809
Year 6	2032	$ 655,854	$ 142,516	$ 94,575	$ 18,878	$ 139,187
Year 7	2033	$ 662,413	$ 143,941	$ 95,520	$ 19,066	$ 140,579
Year 8	2034	$ 669,037	$ 145,381	$ 96,476	$ 19,257	$ 141,985
Year 9	2035	$ 675,727	$ 146,834	$ 97,440	$ 19,450	$ 143,405
Year 10	2036	$ 682,485	$ 148,303	$ 98,415	$ 19,644	$ 144,839
Year 11	2037	$ 689,310	$ 149,786	$ 99,399	$ 19,840	$ 146,287
Year 12	2038	$ 696,203	$ 151,284	$ 100,393	$ 20,039	$ 147,750
Year 13	2039	$ 703,165	$ 152,797	$ 101,397	$ 20,239	$ 149,228
Year 14	2040	$ 710,196	$ 154,325	$ 102,411	$ 20,442	$ 150,720
Year 15	2041	$ 717,298	$ 155,868	$ 103,435	$ 20,646	$ 152,227
Year 16	2042	$ 724,471	$ 157,426	$ 104,469	$ 20,853	$ 153,749
Year 17	2043	$ 731,716	$ 159,001	$ 105,514	$ 21,061	$ 155,287
Year 18	2044	$ 739,033	$ 160,591	$ 106,569	$ 21,272	$ 156,840

Phase 1 PILOT and Community Betterment Payments						
Calendar Year		**Stillwater Public Schools PILOT**	**Tech. Center PILOT**	**County PILOT**	**Health Dept. PILOT**	**Community Betterment Payments**
Year 29	2045	$ 746,424	$ 162,197	$ 107,635	$ 21,484	$ 158,408
Year 20	2046	$ 753,888	$ 163,819	$ 108,711	$ 21,699	$ 159,992
Year 21	2047	$ 761,427	$ 165,457	$ 109,798	$ 21,916	$ 161,592
Year 22	2048	$ 769,041	$ 167,111	$ 110,896	$ 22,135	$ 163,208
Year 23	2049	$ 776,731	$ 168,782	$ 112,005	$ 22,357	$ 164,840
Year 24	2050	$ 784,499	$ 170,470	$ 113,125	$ 22,580	$ 166,489
Year 25	2051	$ 792,344	$ 172,175	$ 114,256	$ 22,806	$ 168,153
TOTAL		**$ 17,624,406**	**$ 3,829,755**	**$ 2,541,450**	**$ 507,285**	**$ 3,740,303**

Phase 2 PILOT and Community Betterment Payments						
Calendar Year		Stillwater Public Schools PILOT	Tech. Center PILOT	County PILOT	Health Dept. PILOT	Community Betterment Payments
Year 1	2033	$ 662,413	$ 143,941	$ 95,520	$ 19,066	$ 140,579
Year 2	2034	$ 669,037	$ 145,381	$ 96,476	$ 19,257	$ 141,985
Year 3	2035	$ 675,727	$ 146,834	$ 97,440	$ 19,450	$ 143,405
Year 4	2036	$ 682,485	$ 148,303	$ 98,415	$ 19,644	$ 144,839
Year 5	2037	$ 689,310	$ 149,786	$ 99,399	$ 19,840	$ 146,287
Year 6	2038	$ 696,203	$ 151,284	$ 100,393	$ 20,039	$ 147,750
Year 7	2039	$ 703,165	$ 152,797	$ 101,397	$ 20,239	$ 149,228
Year 8	2040	$ 710,196	$ 154,325	$ 102,411	$ 20,442	$ 150,720
Year 9	2041	$ 717,298	$ 155,868	$ 103,435	$ 20,646	$ 152,227
Year 10	2042	$ 724,471	$ 157,426	$ 104,469	$ 20,853	$ 153,749
Year 11	2043	$ 731,716	$ 159,001	$ 105,514	$ 21,061	$ 155,287
Year 12	2044	$ 739,033	$ 160,591	$ 106,569	$ 21,272	$ 156,840
Year 13	2045	$ 746,424	$ 162,197	$ 107,635	$ 21,484	$ 158,408
Year 14	2046	$ 753,888	$ 163,819	$ 108,711	$ 21,699	$ 159,992
Year 15	2047	$ 761,427	$ 165,457	$ 109,798	$ 21,916	$ 161,592
Year 16	2048	$ 769,041	$ 167,111	$ 110,896	$ 22,135	$ 163,208
Year 17	2049	$ 776,731	$ 168,782	$ 112,005	$ 22,357	$ 164,840
Year 18	2050	$ 784,499	$ 170,470	$ 113,125	$ 22,580	$ 166,489
Year 29	2051	$ 792,344	$ 172,175	$ 114,256	$ 22,806	$ 168,153
Year 20	2052	$ 800,267	$ 173,897	$ 115,399	$ 23,034	$ 169,835
Year 21	2053	$ 808,270	$ 175,636	$ 116,553	$ 23,265	$ 171,533

Phase 2 PILOT and Community Betterment Payments						
Calendar Year		**Stillwater Public Schools PILOT**	**Tech. Center PILOT**	**County PILOT**	**Health Dept. PILOT**	**Community Betterment Payments**
Year 22	2054	$ 816,352	$ 177,392	$ 117,719	$ 23,497	$ 173,249
Year 23	2055	$ 824,516	$ 179,166	$ 118,896	$ 23,732	$ 174,981
Year 24	2056	$ 832,761	$ 180,958	$ 120,085	$ 23,969	$ 176,731
Year 25	2057	$ 841,089	$ 182,767	$ 121,286	$ 24,209	$ 178,498
TOTAL		**$ 18,708,662**	**$ 4,065,362**	**$ 2,697,801**	**$ 538,494**	**$ 3,970,407**

Exhibit K

Annual Reporting Form

City of Stillwater – TID Annual Reporting Form

Project Name:______________________________________

Project Location:___________________________________

Incentive District: #_________________________________

Reporting Period:________________ to ________________

Reporting Criteria	
Entities receiving exemptions	
Description of exempted property and improvements	
Fair market value of property exempted	
Exemption term remaining	

EXHIBIT L.1

TO LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment Agreement**") is made and entered into by and between Kipper LLC (the "**Company**") and _________________________________, a __________________________ (the "**Successor**"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Local Development Act Tax Incentive Agreement between Kipper, LLC, a Delaware limited liability company ("**Company**"), the City of Stillwater, Oklahoma, a municipal corporation (the "**City**"), the Board of Education Independent School District Number 16 of Payne County, Oklahoma("**Stillwater Public Schools**"), the Board of Education of Meridian Technology Center (the "**Technology Center**"), the Board of County Commissioners of Payne County (the "**County**"), and the Board of the Payne County Health Department (the "**Health Department**") (collectively, Stillwater Public Schools, Meridian Technology Center, the County, and the Health Department are the "**Taxing Entities**") (the Company, the City and the Taxing Entities are collectively referred to as the "**Parties**", each a "**Party**"), dated __________ (the "**Tax Incentive Agreement**," a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, on__________, the City adopted the Project Plan Ordinance, approving the Project Rohan Economic Development Project Plan in order to provide ad valorem property tax abatements for the Project on the Property (both as defined in the Tax Incentive Agreement), and at the same time passed six (6) Incentive District Ordinances approving six (6) Incentive Districts on the Property, all as specified in the Incentive District Ordinances and the Tax Incentive Agreement; and

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

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

WHEREAS, the Successor wishes to obtain all of the benefits and incur all of the obligations of the Tax Incentive Agreement with respect to the Transferred Property, as well as any additional property later developed, located or installed within or on the Transferred Property, and, as agreed in the Tax Incentive Agreement, the City and other Taxing Entities shall make these benefits available to the Successor on the terms set forth in the Tax Incentive Agreement as long as the Successor executes this Assignment Agreement.

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

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company with respect to the Transferred Property, and (b) all of the benefits, rights and entitlements of the Tax Incentive Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the Transfer Date, of all of the representations, warranties and covenants made by or required of the Company that are contained in the Tax Incentive Agreement; provided, however, that to the extent such representations, warranties and covenants are related to the Property, the Successor's certification is limited to the Transferred Property (if less than the Property). Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the Tax Incentive Agreement: Section 2 ("Project"), Section 4 ("Tax Abatement Terms"), Section 5 ("Payments in Lieu of Taxes"), Section 6 ("Annual Report"), Section 8 ("Default"), Section 9 ("Remedies"), and Section 11 ("Successors and Assigns").

2. Pursuant to Section 11 of the Tax Incentive Agreement, the Company and Successor acknowledge that the City and other Taxing Entities have permitted this assignment to Successor as provided herein, such that Successor shall have all of the benefits, rights, and entitlements, including without limitation the right to utilize Incentive District Exemptions for all Transferred Property and any other property within or on the Transferred Property, in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Company) to the Tax Incentive Agreement.

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

4. Notices to the Successor with respect to the Tax Incentive Agreement shall be given as stated in Section 14 thereof, addressed as follows:

[Successor Name
Successor Mailing Address
Successor Email Address]

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

COMPANY

Kipper, LLC a [state limited liability company]

By:______________________________________

Print Name: ________________________________

Title:______________________________________

SUCCESSOR

[Name of Successor]

By:______________________________________

Print Name: ________________________________

Title:______________________________________

ACKNOWLEDGED AND AGREED

The City of Stillwater, Oklahoma

By:______________________________________

Print Name: ________________________________

Title: City Manager

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Tax Incentive Agreement

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Description of the Transferred Property

EXHIBIT L.2
TO LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

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

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Partial Assignment Agreement**") is made and entered into by and between Kipper LLC (the "**Company**") and ________________________________, a _________________________ (the "**Successor**"), effective this ____ day of ____, [Year] (the "**Effective Date**"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Local Development Act Tax Incentive Agreement between Kipper, LLC, a Delaware limited liability company ("**Company**"), the City of Stillwater, Oklahoma (the "**City**") and the Board of Education of the Independent School District Number 16 of Payne County, Oklahoma ("**Stillwater Public Schools**"), the Board of Education of ("Meridian **Technology Center**"), the Board of County Commissioners of Payne County (the "**County**"), and the Board of the Payne County Health Department (the "**Health Department**") (collectively, Stillwater Public Schools, the Technology Center, the County, and the Health Department are the "**Taxing Entities**") (the Company, the City and the Taxing Entities are collectively referred to as the "**Parties**", each a "**Party**"), dated __________ (the "**Tax Incentive Agreement**," a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, on__________, the City adopted the Project Plan Ordinance, approving the Project Rohan Economic Development Project Plan in order to provide ad valorem property tax abatements for the Project on the Property (both as defined in the Tax Incentive Agreement), and at the same time passed Incentive District Ordinances approving six (6) Incentive Districts on the Property, all as specified in the Incentive District Ordinances and the Tax Incentive Agreement; and

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

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

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

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

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

2. From and after the Effective Date, the Company hereby (i) agrees to remain bound by and perform all obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company; and (ii) certifies to the validity of all of the representations, warranties and covenants made by or required of the Company that are contained in the Tax Incentive Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties of the Company include, but are not limited to, those contained in the following Sections of the Tax Incentive Agreement: Section 2 ("Project"), Section 4 ("Tax Abatement Terms"), Section 5 ("Payments in Lieu of Taxes"), Section 6 ("Annual Report"), Section 8 ("Default"), Section 9 ("Remedies"), and Section 11 ("Successors and Assigns").

3. Pursuant to Section 11 of the Tax Incentive Agreement, the Company and Successor acknowledge that the City and other Taxing Entities have permitted this assignment to Successor, such that Successor shall certain, benefits, entitlements, and rights as provided herein, including without limitation, the right to Incentive District Benefits for all Successor Property, in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Company) to the Tax Incentive Agreement.

4. Notices to the Successor with respect to the Tax Incentive Agreement shall be given as stated in Section 14 thereof, addressed as follows:

> [Successor Name
> Successor Mailing Address
> Successor Email Address]

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

COMPANY

Kipper, LLC a [state limited liability company]

By:______________________________________

Print Name: _______________________________

Title:_____________________________________

SUCCESSOR

[Name of Successor]

By:____________________________________

Print Name: ______________________________

Title:____________________________________

EXHIBIT A
TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Tax Incentive Agreement

EXHIBIT B
TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

Description of Successor Property