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FILED FOR RECORD
213-AWS-021226 A.M. 1:24 P.M.

MAR 23 2026

Patricia R. ...
COUNTY CLERK
SOMERVELL COUNTY, TEXAS
BY: *MR* DEPUTY

CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT

This Chapter 381 Economic Development Agreement (“**Agreement**”) is entered into by and between Somervell County, Texas, a Texas political subdivision (“**County**”), and Amazon Data Services, Inc., a Delaware corporation (“**Company**”). The County and the Company are each referred to as a “**Party**” and are collectively referred to as the “**Parties**.”

WITNESSETH:

WHEREAS, pursuant to Section 381.004 of the Texas Local Government Code (the “**Statute**”), the Commissioners Court of the County desires to enter into this Agreement to promote state or local economic development and to stimulate, encourage, and develop business and commercial activity in the County; and

WHEREAS, the County established the Chapter 381 Economic Development Program described in Resolution No. 213-AWS-021226, reaffirms the establishment of such program, and finds that this Agreement is consistent with, and meets the requirements of, such program; and

WHEREAS, on [February 12, 2026], the Commissioners Court of the County, authorized this Agreement pursuant to the Statute; and

WHEREAS, the Company is engaged in the development and operation of data centers; and

WHEREAS, the Company operates data centers throughout the world and complies with all applicable laws in the communities in which it operates; and

WHEREAS, the Company intends to construct or cause to be constructed, on the real property generally depicted in **Attachment A** hereto (the “**Property**”), which is located in the County, one or more data centers as well as certain buildings, structures, and infrastructure for accessory, supporting, associated, or related uses, including, but not limited to offices and utility buildings, structures, and appurtenances (collectively, including all real and tangible personal property comprising, or located on, the Property, the “**Project**”), provided that the appropriate economic development incentives are available to support the economic viability of the construction and operation of such data centers; and

WHEREAS, construction of the Project may be completed in one or more phases; and

WHEREAS, the County has the authority under the Statute to make grants of public funds for the purposes of promoting state or local economic development and stimulating, encouraging, and developing business and commercial activity with the County, and desires to provide, pursuant to the Statute, grants to the Company to develop the Property; and

County: *STC*

Company: *HL*



WHEREAS, the Parties desire to enter into this Agreement pursuant to the Statute; and

WHEREAS, the County finds that entering into this Agreement for development of the Property and construction of the Project would promote local economic development and directly accomplish public purposes, including by providing direct and indirect jobs related to the operation of the data centers and construction activities in developing the Property, stimulating business and commercial activity within the County by expanding its data center functions in order to meet growing customer demand, and generating tax revenue; and

WHEREAS, as part of its commitment to operational excellence everywhere it operates, including the Project, the Company has made substantial investments in effective acoustic mitigation measures; and

WHEREAS, the water used for cooling the Project's data center equipment will be drawn from water rights already held by the current owner of the Property; and

WHEREAS, the County has determined that this Agreement contains sufficient controls to ensure that the above-mentioned public purposes are carried out in all transactions involving the use of public funds and resources; and

WHEREAS, pursuant to the Statute, the County has approved this Agreement and the incentives set forth in this Agreement.

NOW THEREFORE, on the terms and conditions hereinafter set forth, the Parties mutually agree as follows:

**ARTICLE I
DEFINITIONS**

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

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

“**Agreement**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Annual Community Support Payment**” has the meaning set forth in section 4.2 of this Agreement.

“**Annual Compliance Report**” has the meaning set forth in section 4.6 of this Agreement.

“**Annual Grant**” has the meaning set forth in section 3.1 of this Agreement.

“**Annual Grant Period**” has the meaning set forth in section 3.1 of this Agreement.

County: DC

Company: HL



“Building” means (1) a new building or expansion of an existing building that the Company constructs or causes to be constructed to conduct or support data center operations or related activities at the Property, (2) the portion of the Property on which such building or expansion is constructed, and (3) all Improvements, tangible personal property, and other property included in or related to such building or expansion.

“Capital Investment” means any expenditures by or on behalf of the Company or an Affiliate for or supporting the Project which can be capitalized under Generally Accepted Accounting Principles, whether or not the Company or an Affiliate elects to capitalize the same, including, but not limited to: all capital expenditures, by purchase or lease, in real property, tangible property, or both; the cost to the developer/lessor of real property at the Project leased to the Company or an Affiliate under a capital lease; capital expenditures associated with the purchase or lease of assets such as replacements, repairs, sales and use taxes, installation, and freight charges; construction costs; infrastructure costs, including costs related to fiber, water, wastewater, and stormwater facilities, gas pipelines, and electrical transmission and distribution lines; site clearing and grading; and other improvements to support the construction and development of the Property. For the avoidance of doubt, the amount of Capital Investment represents the actual amount expended and does not necessarily equate to appraised value, market value, or taxable value for property tax purposes, and all Capital Investment will count towards applicable Capital Investment thresholds even if property purchased or leased with such Capital Investment is subsequently removed from the Project due to breakage, obsolescence, or other purpose in the Company’s discretion.

“Community Support Payments” has the meaning set forth in section 4.2 of this Agreement.

“Company” has the meaning set forth in the introductory paragraph of this Agreement.

“Confidential Information” has the meaning set forth in section 6.16 of this Agreement.

“County” has the meaning set forth in the introductory paragraph of this Agreement.

“Data Center Building” means a Building in which servers are placed in service for commercial operations. For the avoidance of doubt, support and other facilities in which servers are not operated for commercial purposes are not Data Center Buildings.

“Effective Date” has the meaning set forth in Article II of this Agreement.

County: W/C Company: HL



213-AWS-021226

"Force Majeure" means any event or occurrence that is not within the reasonable control of the Company or its Affiliates, and prevents the Company from performing its obligations under this Agreement, including any of the following events and occurrences: any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies, or labor through ordinary sources; labor strike, lockout, or other labor or industrial disturbance (whether or not on the part of agents or employees of the Company); civil disturbance; terrorist act; power outage; fire; flood; windstorm; hurricane; earthquake; landslides; lightning; tornadoes; storms; washouts; droughts; or other casualty; insurrection; epidemic; pandemic; arrests; restraint of government and people; quarantine; explosions; breakage or accident to machinery, transmission pipes, or canals; partial or entire failure of utilities; any change in law, order, regulation, or other action of any governing authority; insufficient or unavailable utilities; or any other event or occurrence not within the reasonable control of the Company or its Affiliates.

"Full-Time Position" means a position created at the Project that requires a minimum of 1,820 paid hours per year, including positions filled by contractors or employees of contractors who provide services at the Project.

"Improvements" means collectively all tangible personal property and real property added to or constructed on the Property on or after the Effective Date.

"Minimum Capital Investment" has the meaning set forth in section 4.4 of this Agreement.

"Minimum Employment Requirement" has the meaning set forth in section 4.5 of this Agreement.

"One-Time Community Support Payment" has the meaning set forth in section 4.2 of this Agreement.

"Project" has the meaning set forth in the recitals to this Agreement.

"Property" has the meaning set forth in the recitals to this Agreement.

"Required Use" means, with respect to each Building subject to this Agreement, operation of the Building to conduct or support data center operations or related activities, provided that operations at the Building may temporarily cease for outages in the normal course of business or Force Majeure.

"Statute" has the meaning set forth in the recitals to this Agreement.

"Sound Levels" has the meaning set forth in section 4.9 of this Agreement.

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“Sound Study” has the meaning set forth in section 4.9 of this Agreement.

“Substantially Complete” means a Building is placed in service for commercial operations and is subject to County property taxes.

“Tax Year” means the calendar year.

“Term” has the meaning set forth in Article II of this Agreement.

**ARTICLE II
TERM**

This Agreement is effective on the date that it is fully executed by the Parties (“Effective Date”), and the term of this Agreement will continue until, and include, the date on which both of the following has occurred: (i) the final Annual Grant required by this Agreement has been received by the Company, and (ii) the final Annual Community Support Payment required by this Agreement has been received by the County; provided, however, this Agreement may terminate earlier in accordance with Article V below (“Term”).

**ARTICLE III
ECONOMIC DEVELOPMENT INCENTIVES**

3.1 Annual Grants. The Company is entitled to, and the County will provide to the Company, an economic development grant to be paid annually in an amount equal to ninety percent (90%) of the property taxes paid to the County with respect to the Project, including with respect to all real and tangible personal property included in the Project, for the preceding Tax Year (the “Annual Grants”) for the time periods described in the following sentence. The County will pay to the Company such Annual Grants with respect the Project for a period of fifteen (15) consecutive years (the “Annual Grant Period”), beginning with the first year in which the Company requests an Annual Grant in its Annual Compliance Report. The County will pay the Company the Annual Grants according to the timing in section 3.2 below.

3.1.1. If the amount of property taxes owed with respect to the Project is adjusted as a result of a final appraisal review board determination, final court order, or otherwise, the Annual Grant amount shall also be adjusted and recalculated based on such adjusted property tax amount. If such adjustment results in an increase in the amount of any Annual Grant that has already been paid to the Company, the County agrees to pay to the Company the amount of such increase to the Annual Grant within sixty (60) days of the Company’s payment of the additional property taxes owed. If such adjustment results in a decrease in the amount of any Annual Grant

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that has already been paid to the Company, the Company agrees to pay back to the County the amount of such decrease to the Annual Grant within sixty (60) days of the County's refund to the Company of the overpayment of property taxes.

3.2 Timing of Annual Grants. No later than March 31 following the end of each Tax Year with respect to which the Company requests an Annual Grant, the Company will submit the following information pertaining to such Tax Year: (1) in the Annual Compliance Report, the amount of Annual Grants requested; and (2) evidence of payment of County property taxes on which any requested Annual Grants are calculated, which will be satisfied by the Company's record of transfer or payment, including any payment receipt, wire transfer confirmation, or cancelled check. The County agrees to pay the Company in full each Annual Grant within sixty (60) days of the County's receipt of such information. If the Company fails to timely submit the information described above, the County will give the Company written notice of such failure. If the Company does not submit such documentation within thirty (30) days of receipt of the County's written notice, the Company will waive its right to receive, and the County's obligation to pay, the Annual Grants for which the Company failed to submit information; provided, however, that the Company's failure to timely submit information will not constitute a breach of this Agreement. The information may, in the Company's sole discretion, be included or combined in one or more documents. The Parties may agree by mutual consent to extend the timeline set forth in this section 3.2.

3.2.1 Sample Annual Grant Schedule. As an example only, if the Company requests the first Annual Grant in the Annual Compliance Report pertaining to Tax Year 2027 due by March 31, 2028, the Annual Grant Period will commence, the first Annual Grant amount will be calculated based on the property taxes paid for Tax Year 2027, and the County will pay the first Annual Grant to the Company within sixty (60) days of receiving the Annual Compliance Report pertaining to Tax Year 2027.

**ARTICLE IV
AGREEMENT CONDITIONS**

4.1 Construction Commencement. Construction of Improvements at the Property is expected to commence by January 1, 2027.

4.2 Community Support. Within one hundred twenty (120) days after commencement of construction of the Project, the Company will provide to the County a one-time community support payment for a County economic development activity or endeavor in an amount equal to two million five hundred thousand dollars (\$2,500,000) (the "**One-Time Community Support Payment**").

County: OTC

Company: HL



Additionally, subject to the conditions set forth in this section 4.2, the Company will also provide to the County annual community support payments for each year in which the Company receives an Annual Grant (each, an “**Annual Community Support Payment**,” and together with the One-Time Community Support Payment, the “**Community Support Payments**”). Each Annual Community Support Payment will be in an amount equal to three hundred thousand dollars (\$300,000) per each Substantially Complete Data Center Building located on the Property at the end of the preceding Tax Year and for which County property taxes were paid for the preceding Tax Year, and is due by the later of (A) June 30 of each year or (B) sixty (60) days after the Company receives all Annual Grants requested in the Annual Compliance Report submitted in the same year.

4.3 Required Use Condition. Each Substantially Complete Building located on the Property will be used for the Required Use during the Term.

4.4 Minimum Investment Condition. No later than December 31, 2028, the Company agrees to make, or cause to be made, a total minimum Capital Investment of one billion dollars (\$1,000,000,000) in the County (such investment, the “**Minimum Capital Investment**”), as reported in the Company’s Annual Compliance Report due on March 31, 2029.

4.5 Minimum Employment Condition. The Project will, no later than December 31, 2030, create as reported in the Company’s Annual Compliance Report due on March 31, 2031, and will, until the termination of this Agreement, maintain, at least three hundred (300) Full-Time Positions (the “**Minimum Employment Requirement**”). For purposes of this Agreement, the Parties agree that the Company shall include a Full-Time Position in its Annual Compliance Report, and such Full-Time Position shall be deemed maintained with respect to the Tax Year to which the Annual Compliance Report pertains, if the employer is actively recruiting to fill that position.

4.6 Annual Compliance Report. The Company must submit an annual report, attached hereto as **Attachment B** (an “**Annual Compliance Report**”), no later than March 31 of each year during the Term of this Agreement and continuing until the termination or expiration of this Agreement. In its Annual Compliance Report, the Company will report the number of Substantially Complete Data Center Buildings located on the Property and for which County property taxes were paid for the preceding Tax Year and the total amount of Capital Investment the Company has made, or caused to be made, in the County through the end of the Tax Year to which the Annual Compliance Report pertains. To the extent the County has questions about information the Company provides the County pursuant to this Agreement, the Parties will engage in good faith efforts to resolve such questions and, upon the County’s reasonable request, the Company will make available to the County

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documentation sufficient to verify the accuracy and completeness of such information and to demonstrate the manner in which such information was calculated.

4.7 Employment of Undocumented Workers. During the term of this Agreement, the Company will not knowingly employ any undocumented workers as defined in Section 2264.001 of the Texas Government Code. If convicted of a violation under 8 U.S.C. §1324a(f), the County may, by written notice to the Company, terminate this Agreement, and the Company will repay, no later than one hundred and twenty (120) days after the date the Company receives the County’s notice of a violation of this section, the amount of the Annual Grants and any other funds received by the Company from the County, or fees waived by the County, under this Agreement as of the date of such violation less the amount of the Community Support Payments, if any, the Company has paid, plus interest from the date the Annual Grants were paid to the Company, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal ever ceases to exist or ceases to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. as its prime or base commercial lending rate. The interest to be paid will be calculated as if it had been accruing from the date(s) the Annual Grant(s) were paid to the Company until the date the Annual Grant(s) are repaid to the County. Pursuant to Section 2264.101(c) of the Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

4.8 Applicable Permits and Laws. The Company has policies in place to ensure that the Company will obtain or cause to be obtained all permits, licenses, and approvals required for the operation of the Project, and comply with all statutes, rules, and regulations required for the operation of the Project.

4.9 Sound Levels. During the Term, at the County’s request but no more frequently than once every Tax Year, the Company will commission a sound study to be performed by a mutually agreeable third-party acoustical engineer or equivalent sound expert (each, a “**Sound Study**”). If a Sound Study concludes that the Project’s sound levels (excluding sound produced by temporary activities such as construction) at the Project’s property line during normal data center operations (the “**Sound Levels**”) exceed 65 dBA, the Company will have six (6) months to conduct mitigation measures and conduct another Sound Study. If the subsequent Sound Study also concludes that the Project’s Sound Levels exceed 65 dBA, the County may withhold payment of the Annual Grant for the Tax Year in which such subsequent Sound Study was performed and each subsequent Tax Year

County: OTC

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213-AWS-021226

until a Sound Study concludes that the Project's Sound Levels do not exceed 65 dBA. The County will resume ordinary payment of the Annual Grants as required by this Agreement beginning with the Tax Year in which a Sound Study concludes that the Project's Sound Levels do not exceed 65 dBA. This section 4.9 is the County's sole remedy under this Agreement for any Company actions pertaining to Project sound levels.

4.10 Failure to Meet Minimum Capital Investment or Minimum Employment Requirement.

If the Company reports Capital Investment in the County in an Annual Compliance Report for Tax Year 2028 or a subsequent Tax Year that is less than the Minimum Capital Investment or a number of Full-Time Positions in an Annual Compliance Report for Tax Year 2030 or a subsequent Tax Year that is fewer than the Minimum Employment Requirement, the County may, by written notice to the Company, decrease the Annual Grant amount for that Tax Year by the average of (i) the percentage of the required Minimum Capital Investment the Company did not report, and (ii) the percentage of the required Minimum Employment Requirement the Company did not report; provided that if the deadline to fulfill the Minimum Employment Requirement has not yet occurred in a Tax Year for which the Company reported Capital Investment less than the Minimum Capital Investment, the percentage by which the Annual Grant is decreased shall be based solely on the percentage in Section 4.10(i). As an example only, if the Company reports in its Annual Compliance Report for Tax Year 2030 nine hundred million dollars (\$900,000,000) in Capital Investment, for a ten percent (10%) shortfall of one hundred million dollars (\$100,000,000), and two hundred and forty (240) Full-Time Positions, for a twenty percent (20%) shortfall of sixty (60) Full-Time Positions, the County may decrease the Annual Grant amounts for Tax Year 2030 to be paid to the Company in 2031 by fifteen percent (15%) (i.e., the average of the ten percent (10%) Minimum Capital Investment shortfall and the twenty percent (20%) Minimum Employment Requirement shortfall). This section 4.10 is the County's sole remedy under this Agreement for any failure to meet the Minimum Capital Investment or Minimum Employment Requirement.

**ARTICLE V
TERMINATION**

- 5.1 This Agreement may be terminated upon any one of the following:
- 5.1.1 By written agreement of the Parties;
 - 5.1.2 Expiration of the Term;
 - 5.1.3 By written notice by the Company, for any reason or no reason;

County: DCCompany: HL

213-AWS-021226

5.1.4 By written notice by the County, if the Company breaches section 4.2 of this Agreement and such breach is not cured within one hundred twenty (120) days after the Company's receipt of written notice thereof from the County, provided that the County has paid all Annual Grants that are due and owing under this Agreement; and

5.2 If the Company breaches section 4.3 of this Agreement and such breach is not cured within one hundred twenty (120) days after the Company's receipt of written notice thereof from the County, the County may, by written notice to the Company, terminate the Agreement with respect to the Building or Buildings that gave rise to such breach, provided that the County has paid all Annual Grants that are due and owing under this Agreement. For the avoidance of doubt, the Agreement will continue in full force and effect with respect to all other Buildings that are or later become subject to the Agreement.

5.3 Refund of Annual Grants.

5.3.1 If the Agreement is terminated by the County pursuant to section 5.1.4, the Company will pay to the County, within sixty (60) days of receiving written notice from the County, an amount equal to the amount of the Annual Grants, if any, the Company received in the year of termination less the amount of the Annual Community Support Payments, if any, the Company paid in such year.

5.3.2 If the Agreement is terminated by the County with respect to the applicable Building or Buildings pursuant to section 5.2, the Company will pay to the County, within sixty (60) days of receiving written notice from the County, an amount equal to the amount of the Annual Grants, if any, the Company received in the year of termination for the Building or Buildings that gave rise to such termination less the amount of the Annual Community Support Payments, if any, the Company paid in such year.

5.3.3 If any property taxes owed to the County by the Company become delinquent under applicable law and payment of delinquent amounts is not made within sixty (60) days after the Company's receipt of written notice thereof from the County, the Company will pay to the County, within sixty (60) days of receiving written notice from the County, an amount equal to the amount of the Annual Grants, if any, the Company received in the year in which such delinquency occurred less the amount of the Annual Community Support Payments, if any, the Company paid in such year.

5.4 In no event will a Party be liable for any loss of data, loss of profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary, reliance or similar damages

County: BCCCompany: HL

213-AWS-021226

arising from or in relation to this Agreement, however caused and regardless of theory of liability. The County's only recourse against the Company, and the Company's only liability, under this Agreement for a breach by the Company is limited to the actions and amounts described in this Article V.

ARTICLE VI MISCELLANEOUS

6.1 This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which in the aggregate will constitute one agreement. This Agreement may be executed by facsimile transmission or email, in each case, with the same force and effect as originals.

6.2 The Parties respectively represent and covenant that each is legally empowered to execute, deliver, and perform this Agreement and to enter into and carry out the matters contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties. The County represents and warrants that the Property does not include any property that is owned by a member of the Commissioners Court of the County having responsibility for the approval of this Agreement.

6.3 This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, understandings, agreements, inducements, and conditions of any nature whatsoever regarding the subject matter hereof. This Agreement shall be considered drafted equally by all Parties. No amendment, waiver, or discharge of any provision in this Agreement will be effective against either Party without the written consent of both Parties. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

6.4 If any provision of this Agreement or application of any such provision to any person or any circumstance is determined to be invalid, illegal, or unenforceable, then such determination will not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions will remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision will have the meaning which renders it valid. Furthermore, in lieu of any illegal, invalid, or unenforceable provision, there will be added by the mutual consent of the Parties as a part of this Agreement a provision as similar in terms to that illegal, invalid, or unenforceable provision as may be possible that is and will be legal, valid, and enforceable. Notwithstanding

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213-AWS-021226

anything to contrary in this Agreement, nothing in this Agreement shall be construed to abrogate or limit the Parties' rights and obligations under Title 1 of the Texas Tax Code and the Statute. If any grant, or portion of any grant, under this Agreement is determined to be invalid, illegal, or unenforceable, or the amount of any grant is reduced by a change in law, this Agreement will be amended or a new agreement will be executed by mutual consent of the Parties to provide the Company as nearly as possible the full amount of economic development incentives provided in this Agreement had such determination or change not occurred. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof. Whenever the context requires, all words herein will be deemed to include the male, female, and neuter gender, and singular words will include the plural, and vice versa.

6.5 Each Party covenants and agrees that it is prohibited from challenging the validity of this Agreement. Each Party waives any defects in any proceedings related to this Agreement. If the validity of this Agreement is challenged by any entity or individual, whether private or public, each Party will advocate diligently and in good faith in support of the validity of this Agreement.

6.6 It is understood and agreed between the Parties that the Company, in performing its obligations hereunder, is acting independently, and the County assumes no responsibility or liabilities in connection therewith to third parties. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is intended or will be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the Parties or as designating any Party to the Agreement as the agent or representative of any other Party to the Agreement for any purpose.

6.7 Neither Party may assign this Agreement without the prior written consent of the other Party, except that the Company may assign this Agreement to an Affiliate, in connection with any merger, reorganization, sale of all or substantially all of its assets or any similar transaction, or to a new owner of the Property if the Property remains under lease or is leased by the Company after being acquired by the new owner. Subject to this limitation, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

6.8 Notwithstanding anything else to the contrary in this Agreement, if the performance of any obligations or requirements under this Agreement is delayed by reason of Force Majeure, the Company will be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement will be extended for a period of time equal to

County: OKC Company: OKC

213-AWS-021226

the period the Company was delayed. The Annual Grant Period, the Term, and any other applicable periods will also be extended to provide the Company the full Annual Grant amounts contemplated by this Agreement.

6.9 The Parties will cooperate to cause the Somervell Central Appraisal District to create separate real property and business personal property tax accounts for each Building subject to this Agreement.

6.10 All notices for this Agreement will be given in writing, will refer to this Agreement and will be personally delivered or sent by receipted facsimile transmission or registered or certified mail (return receipt requested) to the address set forth below. Any Party may from time to time change its notice address by giving the other Party notice of the change in accordance with this section 6.10.

For the County by notice to:

Somervell County
Attention: Somervell County Judge
P.O. Box 851
Glen Rose Texas, 76043

For Company by notice to:

Amazon.com, Inc.
Attention: General Counsel
P.O. Box 81226
Seattle, WA 98108-1226
Contracts-legal@amazon.com

With a courtesy copy, which is not required notice, to:

Amazon.com, Inc.
410 Terry Ave. N
Seattle, WA 98109
Attention: AWS Economic Development
Aws-econ-dev@amazon.com

6.11 This Agreement is governed by the laws of the State of Texas, without reference to its conflict of law rules. Venue and jurisdiction for any action, claim, or suit related to a dispute arising out of this Agreement shall be in a court of competent jurisdiction in Somervell County, Texas, or in a United States District Court of Texas having Somervell County within its original jurisdiction. Venue

County: WTC Company: BL



6.12 With respect to any proceeding or action arising out of or in any way relating to this Agreement (whether in contract, tort, equity or otherwise), the Parties knowingly, intentionally and irrevocably waive their right to trial by jury.

6.13 Upon request of the Company, the County will execute and deliver to the Company or any proposed purchaser, mortgagee, or lessee a certificate stating: (1) that the Agreement is in full force and effect, if true; (2) that the Company is not in breach of any of the terms, covenants or conditions of the Agreement, or if the Company is in breach, specifying any such breach; and (3) such other matters as the Company reasonably requests.

6.14 The Parties agree to cooperate and act in good faith with each other in taking any actions that are necessary to complete the Project, including, but not limited to, using reasonable best efforts to ensure agencies of the County expedite review and approval of all environmental, health, safety, construction, and other permit applications and issuance of all permits required for the Project, subject to the requirements of and to the extent permitted by law, and to enable the Company to construct, equip, and operate the Project and claim and maintain the Annual Grants in accordance with the provisions of this Agreement. If a change in Texas State law prohibits the County from imposing property taxes on the Project or providing the Annual Grants, the Parties agree to discuss in good faith the possibility of amending this Agreement or entering into a new Chapter 381 Economic Development Agreement.

6.15 A breach of this Agreement by the Company will not be considered a material breach that permits the County to pursue the remedies described in Article V of this Agreement unless it is a breach of section 4.2, 4.3, or 4.7 and, with respect to a breach of section 4.2 or 4.3, the Company is given written notice of its breach and fails to cure such breach within the relevant cure period. Notwithstanding anything to the contrary in this Agreement and for the avoidance of doubt, the Company is permitted to transfer the Project or any portion of the Project in a sale or sale-leaseback transaction, and such transfer shall not constitute a breach of the Agreement and will not affect the Company's entitlement to, and the County's obligations to pay, grants provided under this Agreement.

6.16 The County agrees to maintain the security of all materials, communications, data and information supplied by the Company required by or related to this Agreement (the "Confidential Information"), and maintain the confidentiality of the Confidential Information to the extent permitted by Texas law. Upon any request for disclosure of Confidential Information, whether or not such information is marked confidential, trade secret, proprietary, or otherwise, the County will take all actions allowed under applicable law to protect the confidentiality of the Confidential Information,

County: BTC

Company: RL



213-AWS-021226

and will comply with all requirements in the Texas Public Information Act, including the requirements to seek a decision from the Texas Attorney General related to such request and to timely notify the Company of such request in accordance with Section 552.305 of the Texas Government Code.

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County: OTC

Company: Alt



DATED this the 12th day of FEB., 2026.

COUNTY:

By: [Signature]
Name: Sammy L. Chambers
Title: SOMERVELL COUNTY JUDGE

ATTEST:

[Signature]
County Clerk



APPROVED AS TO FORM:

[Signature]
County Attorney

COMPANY:

Signed by:
By: [Signature]
Name: Hillary Lambert
Title: Authorized Signatory



ATTACHMENT A
Property

Somervell County Salon



ATTACHMENT B
Form of Annual Compliance Report

Somervell County Salon



Confidential: Not subject to public disclosure, including pursuant to exceptions to disclosure under Chapter 552 of the Texas Government Code

Annual Compliance Report

Economic Development Agreement between Somervell County, Texas, and Amazon Data Services, Inc., dated [DATE] (the "Agreement")

Tax Year 20 ____

Company: Amazon Data Services, Inc.

Total amount of Capital Investment in the County through the end of the Tax Year:
\$ _____

Number of Substantially Complete Data Center Buildings on the Property and for which County property taxes were paid for the Tax Year: _____

Number of Full-Time Positions at the end of the Tax Year: _____

Amount of Annual Grants Requested: \$ _____

To the best of my knowledge, I certify that the above information is correct and that the Buildings subject to the Agreement have been used for the Required Use during the Tax Year. Capitalized terms not otherwise defined herein have the meanings assigned to them in the Agreement.

Name: _____

Authorized Representative

Amazon Data Services, Inc.



REVISIONS		DATE	NO.	FOR INFORMATIONAL PURPOSES ONLY	DATE	SCALE AS SHOWN	SHEET NO.	SHEET TOTAL	SOMERVELL COUNTY TEXAS	GLEN ROSE, TEXAS	DEVELOPABLE AREA EXHIBIT	SHEET NUMBER EX-1



ALL PROPOSED CONDITIONS INCLUDING DEVELOPABLE AREAS SHOWN ARE CONCEPT IN NATURE ONLY AND SUBJECT TO CHANGE



