

NORTH CAROLINA

ECONOMIC DEVELOPMENT AGREEMENT

HALIFAX COUNTY

THIS AGREEMENT is made and entered into as of the Effective Date as defined below, by and between, Halifax County, a body politic and political subdivision of the State of North Carolina, hereinafter referred to as the "County"; and Quiet Data Centers Halifax, Inc., a Delaware corporation, hereinafter referred to as the "Company". The County and the Company are sometimes referred to herein collectively as the "Parties" and individually as a "Party;"

W I T N E S S E T H:

WHEREAS, the Company intends to locate its operations in Halifax County (the "Facility"); and

WHEREAS, the County owns a certain tract of real property acquired for economic development purposes pursuant to G.S. 158-7.1(b)(2), being approximately 251 acres, more or less, located off Trestle Road, Enfield Township, Halifax County, North Carolina, being more particularly described on Exhibit A attached hereto and made a part hereof (the Property); and

WHEREAS, the Company desires to purchase the Property from the County pursuant to G.S. 158-7.1(d); and

WHEREAS, after giving the required public notice, the Halifax County Board of Commissioners (the Board) has conducted a public hearing pursuant to G.S. 158-7.1 concerning the conveyance of the Property to the Company; and

WHEREAS, the Board has determined that the fair market value of the Property is \$1,700,000.00, taking into consideration the additional job creation, wage levels and ad valorem taxable investment commitments to be imposed upon the Company; and

WHEREAS, the County desires to convey the Property to the Company in consideration of payment of \$1,700,000.00 and in further consideration of the Company's job creation, wage levels and ad valorem taxable investment commitments set forth below;

NOW, THEREFORE, in consideration of the mutually beneficial terms and conditions set forth below, the adequacy of which are hereby acknowledged, the County and the Company agree as follows:

I. Terms.

A. The County agrees as follows:

1. The County will convey the Property to the Company, pursuant to G.S. 158-7.1(d) in fee simple absolute for a purchase price of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000.00).

2. The County will make its best efforts to assist the Company in accessing state and other resources for which the Company may qualify, provided, it is understood that the inability of the Company to qualify for state or other resources shall not relieve the Company of its obligations under Section I.B of this Agreement.

B. The Company agrees as follows:

1. The Company will purchase the Property from the County pursuant to G.S. 158-7.1(d) for a purchase price of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000.00).

2. The Company shall commence its operations on the Property and shall have a total *ad valorem* taxable investment in Halifax County, exclusive of the assessed value of the land conveyed to the Company by the County, of not less than the amounts shown on the following schedule:

<u>Year</u>	<u>Total <i>Ad Valorem</i> Taxable Investment</u>
Year 1	\$250,000.000
Year 2	\$250,000,000
Year 3	\$250,000,000
Year 4	\$250,000,000
Year 5	\$250,000,000
Year 6	\$250,000,000
Year 7	\$250,000,000
Year 8	\$250,000,000
Year 9	\$250,000,000
Year 10	\$250,000,000

It is understood and agreed that for purposes of this Agreement “Year 1” shall be the first calendar year in which the Company is liable for the payment of county property taxes on not less than \$250,000,000 of *ad valorem* taxable investment resulting from the Company’s location

and commencement of operations in Halifax County. Year 1 shall be no later than January 1 of the calendar year following three years (36 months) from the Effective Date of this Agreement.

The Parties acknowledge and agree that, notwithstanding anything to the contrary set forth in this Agreement, the ad valorem taxable investment levels set forth above will be required to be achieved only for Year 1 and not required to be re-established due to depreciation or other loss of value of the ad valorem taxable investment level as determined by the county assessor once it has been initially achieved. Specifically, it is understood and agreed that the value of the property investment made by the Company (including machinery and equipment) will be subject to depreciation in its taxable value according to the Cost and Depreciation Index used by the county assessor from year to year. The Parties further agree that the Company will not be required to invest in more property or add additional property value to return the taxable value back to its initial taxable value nor shall the Company be in default or responsible for any damages or penalties as a result of such depreciation in value as determined by the county assessor.

3. The Company will create 50 full-time permanent jobs on or before January 1 of Year 1 and will maintain that number of jobs throughout the Term of this Agreement.

4. As evidence of job creation and job maintenance, the Company shall provide the County with a copy of its official Employers Quarterly Tax and Wage Report for the quarter ending September 30 of Year 1 and September 30 of each year thereafter for the Term of this Agreement, within 15 days after submission of that quarterly report to the N.C. Department of Commerce, Division of Employment Security ("DES").

5. At all times during the Term of this Agreement, the Company shall pay an average hourly wage that is above the average hourly wage paid in Halifax County from time to time during the Term of this Agreement. The term "average hourly wage" is defined as the average hourly wage for all unemployment insured industries in Halifax County as computed by the N. C. Department of Commerce, Division of Employment Security, for the most recent period for which data is available. For information purposes only, the Parties acknowledge that the current average hourly wage in Halifax County is \$20.57. Upon request the Company will provide the County with copies of Quarterly Tax and Wage Statements in order to verify compliance with this wage level requirement.

6. The Company will provide equal opportunity to all employees and applicants for employment and assure that there will be no employment discrimination against any person on the basis of race, color, religion, creed, national origin, sex, age, physical or mental handicap, marital status or political beliefs unless related to a bona fide occupational requirement. Further, the Company will make a good faith effort to employ residents of Halifax County.

7. At all times during the Term of this Agreement the Company shall remain current with all property tax obligations to Halifax County.

II. Additional Provisions:

A. The conveyance of the Property by the County to the Company will be subject to certain conditions set forth in a Land Purchase Agreement to be executed by the Parties commensurate with the execution of this Agreement.

B. County's Remedies for Certain Breach by Company. Pursuant to G.S. 158-7.1(h) the Company shall be liable to the County in the following amounts for failure to create and maintain the level of ad valorem taxable investment, job creation and average hourly wage levels:

1. If in Years 1 through 10 the Company fails to establish or maintain the level of ad valorem taxable investment specified in Section I.B.2, the Company shall remit payment to the County in the amount that is the difference between the amount of property taxes that would have been paid to the County if the required level had been met and the amount of property tax payable on the level actually achieved. Payment received from the Company under this provision will be paid to the County general fund and available for any purpose allowed under G.S. 153A-149.

2. If as of September 30 of Years 1 through 10 the Company fails to establish or maintain the number of full time jobs required under Section I.B.3, the Company shall remit payment to the County in the amount of \$2,500.00 multiplied by the number of jobs constituting the shortfall. Payment received from the Company under this provision will be paid to the County general fund.

3. If as of September 30 of Years 1 through 10 the Company fails to establish or maintain the average hourly wage levels required under Section I.B.5, the Company shall remit payment to the County in the amount of \$1,000.00 for each \$.50 of shortfall in the required average hourly wage level. Payment received from the Company under this provision will be paid to the County general fund.

C. Other Default; Enforcement; Remedies. Nothing herein shall be interpreted to preclude any action, legal or equitable, for enforcement or recovery of damages by one Party in the event of default by the other.

D. Compliance with Economic Development Laws. Notwithstanding any provisions in this Agreement to the contrary, it is the express intent of the Parties to comply with all laws regarding the provision of public funds for economic development, including Article I, Section 32 and Article V, Section 2(1) of the North Carolina Constitution, Article 1, Chapter 158 of the North Carolina General Statutes, and relevant case law. The Parties agree that if any such provision is held to be illegal, invalid, unenforceable or otherwise inoperative, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and still be legal, valid and enforceable.

E. Effective Date; Term. The Effective Date of this Agreement is the date of last execution hereof and the Term of this Agreement shall be from the Effective Date to December 31 of Year 10.

F. Notices. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement. Such communication shall be deemed sufficiently given immediately upon delivery by hand, or five days after being mailed by certified mail, postage prepaid, and addressed as follows:

1. If to the Company:
Quiet Data Centers Halifax, Inc.
131 Continental Drive Suite 305
Newark, DE 19713
Attn: Brian Leonard
2. If to the County:
Dia H. Denton or successor
Halifax County Manager
Post Office Box 38
Halifax, North Carolina 27839

III. Governing Law. This agreement shall be governed by the laws of the State of North Carolina.

IV. Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this Agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Halifax County.

V. Compliance with E-Verify requirements. The Company and any of its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

VI. Restricted Companies Lists. The Company represents that it is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

VII. Public Records Act Provisions. Except for confidential information, this Agreement and other records provided to the County pursuant thereto are subject to disclosure under the North Carolina Public Records Act. The Parties agree to utilize applicable exemptions of the Public Records Act to the maximum extent authorized by law to protect confidential information related to this Agreement. "Confidential information" means information that meets all the

conditions set forth in G.S. 132-1.2(1). The County further agrees that, if it is required to respond to a request for information pursuant to the Public Records Act, it will notify the Company of such request for information and its intended response prior to sending the response, provided that failure to provide notice shall not be considered a default under this agreement. The County agrees to allow the Company a reasonable opportunity to provide the County with its position on the County's response to the Public Records Act request. If the County is subject to a legal challenge concerning the exclusion of information that the Company desires to remain confidential, the Company will indemnify and hold harmless the County for all costs associated with protecting Company's confidential information from disclosure under the Public Records Act, including legal fees, regardless of the outcome of such challenge, provided that the Company may, at any time, decide to have the County release the withheld information at which point the Company's obligation to indemnify and hold harmless ends for any costs incurred after the date of such release notification by the Company.

VIII. Severability. If any provision of this Agreement shall be determined to be unenforceable, that determination shall not affect any other provision of this Agreement.

IX. Assignment. Except as otherwise provided herein, this Agreement may not be assigned, except that the rights and obligations under this Agreement may be assigned to any subsidiary of the Company and shall inure to the benefit of and be binding upon such successors and or assigns.

X. Entire Agreement; Amendments. This Agreement constitutes the entire contract between the Parties as to the conveyance of the Property by the County to the Company without the necessity of public bidding pursuant to G.S. 158-7.1(d) and the commitments made by the Company in consideration that conveyance without the necessity of public bidding. This Agreement shall not be changed except in writing signed by the Parties.

XI. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

XII. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement whether presented by original ("wet") signature, photocopy, facsimile or electronic mail, and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, the County and the Company have caused this instrument to be executed by their duly authorized officers on the dates indicated below.

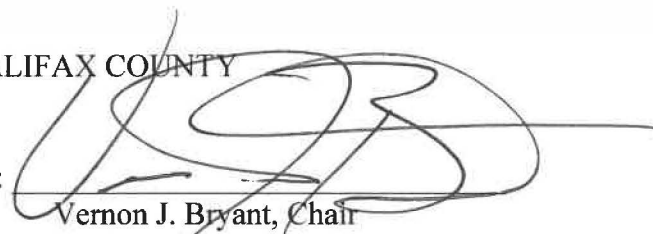
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County Signature Page

*Economic Development Agreement
Between Halifax County and
Quiet Data Centers Halifax, Inc.*

HALIFAX COUNTY

By:


Vernon J. Bryant, Chair
Halifax County Board of Commissioners

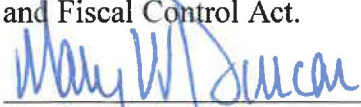
Date:

12/17/25

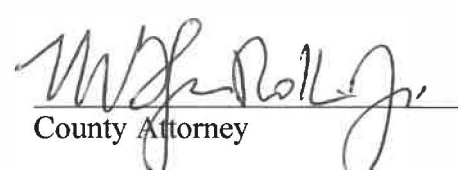
ATTEST:


Clerk to the Board of County Commissioners

This instrument has been preaudited in the manner
required by the Local Government Budget
and Fiscal Control Act.


County Finance Director

Approved as to form and legality.


County Attorney

Company Signature Page

*Economic Development Agreement
Between Halifax County and
Quiet Data Centers Halifax Inc.*

Quiet Data Centers Halifax Inc.

By: Burt Morris

Title: CDO

Date: 12/15/2025

Exhibit A

*Economic Development Agreement
Between Halifax County and
Quiet Data Centers Halifax Inc.*

DESCRIPTION OF PROPERTY

Those certain parcels of land, lying and being situate in Enfield Township, Halifax County, North Carolina, being shown and designated as Lot or Tract 1, containing 200.2981 acres, Lot or Tract 2, containing 6.1675 acres, Lot or Tract 3, containing .1607 acre and Lot or Tract 4, containing 45.2292 acres, on that certain plat of survey entitled "Boundary Survey For Property of Lucille Culpepper", done by Green Engineering, dated March, 2015, and recorded in Plat Book 2015, Page 24, Halifax Public Registry. This is the identical property conveyed to Halifax County by deed of Lucille Locke Culpepper et ux, et al, dated March 19, 2015, and recorded on March 19, 2015, in Book 2462, Pages 43–45, Halifax Public Registry. Reference to said plat and deed is hereby made for greater certainty of description.