LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
A Development Board Staffed by SLDC

AGENDA

LCRA REVITALIZATION CORPORATION
SPECIAL MEETING – REGULAR SESSION
VIA ZOOM ONLY
Tuesday, September 15, 2026 – 1:00 p.m.

In order to ensure all Commissioners and the public are able to connect successfully, we recommend that you call or join via Zoom (for video) starting at 12:45pm to allow time to troubleshoot any connection issues. The host will open the phone lines and initiate the Zoom meeting at that time. Should you have a problem accessing the meeting, please call (314) 657-3749 for assistance.

The public will be able to access the meeting in two ways:

1. Please click the link below to join the webinar:
   https://us02web.zoom.us/j/83593997289?pwd=ZmF5bXRUOVNQRFFzS2ZpYlo2VjJ6UT09
   Passcode: 878470
   Or One tap mobile :
   +13126266799,,83593997289# US (Chicago) +16469313860,,83593997289# US
2. Or Telephone:
   Dial(for higher quality, dial a number based on your current location):
   US: +1 312 626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 253 215 8782 or +1 346 248 7799
   Webinar ID: 835 9399 7289

People who need accommodations relating to accessibility should contact Myisa Sykes at sykesm@stlouis-mo.gov or by phone at (314) 657-3749 or (314) 589-6000 (TTY). Prior notice of two business days is recommended for accommodation requests.

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1. **CALL TO ORDER AND ROLL CALL**
2. **APPROVAL OF MINUTES –** August 28, 2026 Board Meeting
3. **EXECUTIVE SESSION** – Roll call vote to hold a closed session pursuant to the following:

The official Agenda is being posted on the bulletin board in the first-floor elevator lobby of 1520 Market Street on or before September 11, 2026 prior to 4:00 P.M., and items may be withdrawn or modified during the public meeting at the discretion of the Board.

(A) Proceedings involving legal actions, causes of action or litigation, or confidential or privileged communications with attorneys or auditors, as provided by Section 610.021(1) RSMo. and/or Section 610.021(17) RSMo.

(B) Proceedings regarding sealed bids and proposals and related documents, or documents related to a negotiated contract, as provided by Section 610.021(12) RSMo.

4. **RESOLUTION APPROVING A COMMUNITY BENEFIT AGREEMENT WITH RESPECT TO A PROPOSED PROJECT AT 3728 MARKET STREET**

5. **OPEN AGENDA**

6. **ADJOURNMENT**

The official Agenda is being posted on the bulletin board in the first-floor elevator lobby of 1520 Market Street on or before September 11, 2026 prior to 4:00 P.M., and items may be withdrawn or modified during the public meeting at the discretion of the Board.

MINUTES

LCRA REVITALIZATION CORPORATION

SPECIAL MEETING

REGULAR SESSION

1520 Market Street, Suite 2000
Friday, August 28, 2026 – 12:30 p.m.

BOARD MEMBERS PRESENT:	Matt McBride, Chair, via Zoom Sean Spencer, via Zoom Lori Koenig Lindsey Evans, via Zoom
BOARD MEMBERS ABSENT:	Kennard Jones
STAFF PRESENT:	Stephen Westbrooks, Zachary Wilson, Linda Criss, Paul Weatherford, Madeleine Swanstrom, Salise Cobb
COUNSEL PRESENT:	David Meyer
GUESTS PRESENT:	Steph Kukujian, Gerry Connolly, Ben West, Kavahn Mansouri, Logan Smith, Nick Hartzler

CALL TO ORDER

A quorum being present, Chair McBride called the meeting to order at 12:32 p.m. and asked for a roll call.

APPROVAL OF MINUTES

Chair McBride called for a motion to approve the Minutes of the May 26, 2026 meeting. The motion to approve the Minutes was made by Director Koenig and seconded by Director Spencer, and the motion passed by roll call vote with all Directors present (McBride, Spencer, Koenig, Evans) voting Aye.

DISCUSSION OF DATA CENTER COMMUNITY BENEFITS AGREEMENT

As all discussion of this topic involved negotiation of a contract under the advice of counsel, taking this item up solely for discussion purposes was undertaken in executive session.

EXECUTIVE SESSION

A motion to move into Executive Session at 12:34 p.m. to discuss items pursuant to Section 610.021(1) and 610.021(12) was made by Commissioner Koenig and seconded by Commissioner Evans. Roll was called; and the motion passed unanimously with all Commissioners present (McBride, Spencer, Koenig, Evans) voting aye.

REGULAR SESSION

After adjourning the Executive Session, the Regular Session resumed at 2:14 p.m. With no further business to discuss, Director Koenig moved to adjourn, Director Spencer seconded the motion, and the Chair declared the meeting adjourned at 2:15 p.m.

Matt McBride, Chair

Stephen Westbrooks, Executive Director

RESOLUTION NO. 26-LCRARC-22
PRESENTED TO THE BOARD SEPTEMBER 15, 2026

TO: LCRA REVITALIZATION CORPORATION BOARD OF DIRECTORS
STEPHEN WESTBROOKS, EXECUTIVE DIRECTOR

FROM: DAVID MEYER

RE: RESOLUTION APPROVING A COMMUNITY BENEFIT AGREEMENT WITH RESPECT TO A PROPOSED PROJECT AT 3728 MARKET STREET

EXECUTIVE SUMMARY:

This Resolution approves a Community Benefit Agreement with the ultimate developer of a data center location in the City of St. Louis.

BACKGROUND:

The LCRA established LCRA Revitalization Corporation ("LCRARC") to assist in redevelopment activities in the City of St. Louis. In connection with the redevelopment of property located at 3728 Market Street for data center use (the "Project"), LCRARC has been proposed to serve as the "Community Representative" under a Community Benefit Agreement with the proposed developer of the project. Under the Community Benefit Agreement, the developer will agree to provide certain community benefits and will be required to pay liquidated damages if certain job and tax revenue levels are not met. LCRARC's role is to monitor compliance of the developer's obligations under the Community Benefit Agreement and to approve the allocation of the "Community Benefit Payment" to be made by the developer for specific purposes (subject to any limitations in the Community Benefit Agreement).

As part of the proposed project at 3728 Market Street, the Community Benefit Agreement also requires the developer to redevelop the adjacent Armory building.

REQUESTED ACTION:

Approval of this Resolution.

NOW, THEREFORE, be it resolved by the Board of Directors of the LCRA Revitalization Corporation as follows:

1. **Approval and Execution of Community Benefit Agreement.** The LCRARC is hereby authorized to enter into the Community Benefit Agreement in substantially the form presented to and reviewed by the LCRARC at this meeting (a copy of which shall be filed in the official records of the LCRARC), with such changes therein as shall be approved by the officials of the LCRARC executing the Community Benefit Agreement, such officials' signatures thereon being conclusive evidence of their approval thereof. The Executive Director is hereby authorized and directed to execute the Community Benefit Agreement and to deliver the Community Benefit Agreement to the respective parties to such documents, for and on behalf of and as the act and deed of the LCRARC in the manner

provided therein. The Executive Director is hereby authorized and directed to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution. The Assistant Secretary of the LCRARC is hereby authorized and directed to attest to the Community Benefit Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution. The final form of the Community Benefit Agreement, with such changes as the Executive Director may approve and which are consistent with this Resolution, may be approved by the Executive Director, and his signature, whether manual or facsimile, shall be conclusive evidence of approval by the LCRARC.

2. **Further Authority.** The Executive Director, officers, agents, attorneys and employees of the LCRARC are hereby authorized to take actions, consistent with this Resolution, necessary and appropriate to implement the intent of this Resolution.

3. **Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Board of Directors of LCRARC.

ADOPTED this 15th day of September 2026.

LCRA REVITALIZATION CORPORATION

By: ______________________________

Title: Executive Director

ATTEST:

____
Assistant Secretary

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	COMMUNITY BENEFIT AGREEMENT
DATE OF DOCUMENT:	As of [*Date*], 2026
GRANTOR:	[TERRAWATT, LLC]
GRANTOR'S MAILING ADDRESS:	The Galleria 2 Bridge Avenue, Suite 324 Red Bank, New Jersey 07701
GRANTEE:	LCRA REVITALIZATION CORPORATION
GRANTEE'S MAILING ADDRESS:	c/o St. Louis Development Corporation 1520 Market Street, Suite 2000 St. Louis, Missouri 63103
RETURN DOCUMENTS TO:	Gilmore & Bell, P.C. 211 N. Broadway, Suite 2000 St. Louis, Missouri 63102 Attn: Mark A. Spykerman, Esq.
PROJECT SITE DESCRIPTION:	See **Exhibit A**

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	COMMUNITY BENEFIT AGREEMENT
DATE OF DOCUMENT:	As of [*Date*], 2026
GRANTOR:	[TERRAWATT, LLC]
GRANTOR'S MAILING ADDRESS:	The Galleria 2 Bridge Avenue, Suite 324 Red Bank, New Jersey 07701
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RETURN DOCUMENTS TO:	Gilmore & Bell, P.C. 211 N. Broadway, Suite 2000 St. Louis, Missouri 63102 Attn: Mark A. Spykerman, Esq.
PROJECT SITE DESCRIPTION:	See **Exhibit A**

COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this *"Agreement"*), is entered into as of [*Date*], 2026 by and between the Grantor, [TERRAWATT, LLC], a [Nevada limited liability company] (the *"Developer"*) and the **LCRA REVITALIZATION CORPORATION,** a Missouri nonprofit corporation (the *"Community Representative"* and, together with the Developer, the *"Parties"*).

RECITALS:

A. The Developer owns the property legally described on **Exhibit A** attached hereto, within which it desires to develop the *"Armory Innovation District"* consisting, collectively, of (a) the renovation and rehabilitation of the building located at 3728 Market Street into an approximately 120-megawatt data center, (b) the renovation and rehabilitation of the historic Armory building located at 3660 Market Street into approximately 214,500 square feet of Class A office space, and (c) other mixed-uses and transit-oriented developments within the remaining portions of the Armory Innovation District.

B. The Community Representative was created for the purpose of lessening the burdens of government and, in furtherance of such purpose, desires to serve as a representative of the community to be impacted by the Armory Innovation District to ensure that promises made by the Developer, as contained in this Agreement, are properly administered and enforced, and to endeavor to implement certain community benefits in reliance on the Developer's promises contained herein.

C. The Developer and the Community Representative desire to enter into this Agreement for the purpose of memorializing the terms of the community benefits to be provided by the Developer in connection with the Armory Innovation District.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

Section 1. Definitions. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agreement" means this Community Benefit Agreement between the Developer and the Community Representative, as from time to time amended and supplemented in accordance with the provisions hereof.

"Armory Innovation District" means the real property described on **Exhibit A** attached hereto, upon which the Developer desires to develop the Data Center Project, the Armory Office Project and the Other Uses.

"Armory Office Project" means the renovation and rehabilitation of the historic Armory building located at 3660 Market Street in the City into approximately 214,500 square feet of Class A office space.

"City" means The City of St. Louis, Missouri.

"Community Representative" means LCRA Revitalization Corporation, a Missouri nonprofit corporation, and its successors and assigns.

"Conditional Use Permit" means the Conditional Use Permit for the Data Center Project approved by the City's Board of Public Service on April 21, 2026, as may be amended, supplemented or reissued from time to time.

"Data Center Project" means the renovation and rehabilitation of the existing building located at 3728 Market Street into an approximately 500,000 square foot[1], 120-megawatt data center use.

"Developer" means [TerraWatt, LLC], a [Nevada limited liability company], and its successors and assigns.

"Event of Default" means any Event of Default as provided in **Section 11**.

"Excusable Delay" shall have the meaning set forth in **Section 12**.

"Executive Director" means the duly-appointed Executive Director of the Community Representative or his or her delegee.

"Executive Order" means an executive order issued by the Mayor of the City.

"Job" means a full-time equivalent (not less than 35 hours per week), non-temporary position, paying at least the City median wage (as published by the Missouri Economic Research and Information Center or successor agency) and employed by the Developer or a tenant or other user of the Data Center Project or the Armory Office Project. Jobs do not include any temporary construction jobs. Jobs do not include remote work positions where the applicable employee is not expected to be physically located at the Data Center Project or the Armory Office Project during a majority of the position's working hours.

"Municipal Code" means the Revised Code of the City of St. Louis, 2020, Annotated, as may be further revised, supplemented or amended from time to time.

"Other Uses" means the redevelopment of property located at 500 Prospect Avenue and 700 S. Spring Avenue in the Armory Innovation District for mixed uses and/or transit-oriented developments.

"Related Party" means (a) any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, or (b) any party controlled by or under common control with the Developer.

"SLDC" means St. Louis Development Corporation, a Missouri nonprofit corporation, or its successors and assigns.

"Tax Revenue Projections" means the estimates of tax revenues expected to be generated by the Data Center Project during its first full 10 years of operations, which were prepared by Steadfast City on behalf of the Developer and provided to representatives of the Community Representative on April 17, 2026.

"Undesirable Business Uses" means the use of the Data Center Project for crypto-mining, intellectual property theft, publisher fraud or the inducement of fraudulent transactions through bots or other means.

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[1] NTD: Final SF to be determined upon completion of final design. Not expected to materially differ from 500,000 SF.

"Zoning Controls" means all applicable provisions of the Municipal Code applicable to land uses within the Armory Innovation District, including without limitation, the Conditional Use Permit and any other permits or approvals required by the Municipal Code.

Section 2. Property Ownership. The Developer hereby represents that, as of the date of this Agreement, it owns the real property described on **Exhibit A** attached hereto.

Section 3. Development of the Data Center Project.

(a) The Data Center Project shall be constructed and operated in accordance with all applicable Zoning Controls. The Developer agrees not to challenge the inclusion of this Agreement as a Zoning Control.

(b) The Developer will not request local tax incentives for the Data Center Project from the City, SLDC, SLU Midtown Redevelopment Corporation or any other similar or related entity; provided, however, the Developer or its tenants shall have the right to request and receive the Missouri Data Center Sales Tax Exemption Program and any other incentives administered by the State of Missouri or the United State of America.

(c) Subject to any Excusable Delay, the Developer shall construct the Data Center Project in accordance with the following schedule:

(1) commence construction, including interior demolition, by June 30, 2027;

(2) commence data center operations within a portion of the Data Center Project by June 30, 2028; and

(3) complete construction of the Data Center Project by December 31, 2028.

(d) The Developer covenants and agrees that it will not apply for a building permit for the Data Center Project until all the properties described on **Exhibit A** attached hereto are current on all taxes and other monies owed to the City or any other taxing jurisdiction.

Section 4. Development of the Armory Office Project.

(a) The Armory Office Project shall be constructed and operated in accordance with all applicable Zoning Controls.

(b) The Developer will not request local tax incentives for the Armory Office Project from the City, SLDC, SLU Midtown Redevelopment Corporation or any other entity. The Developer agrees that any existing real property tax abatement or tax increment financing applicable to 3660 Market Street may be cancelled. Notwithstanding the foregoing, cancellation of tax increment financing and the application of money in the City's special allocation fund associated with such tax increment financing (the *"Special Allocation Fund"*) shall be subject to the rights of any third parties with respect thereto; provided, however that the Developer shall, at the City's request, cooperate with the City to allow for such cancellation. The Developer waives any and all claims to all money deposited from time to time in the Special Allocation Fund and agrees that the City may, in its discretion declare such money to be surplus under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, RSMo.

(c) Subject to any Excusable Delay, the Developer shall obtain occupancy certificates for the Armory Office Project no later than December 31, 2029. The Developer will continuously market the Armory Office Project for prospective tenants until full occupancy occurs.

(d) Notwithstanding anything to the contrary contained herein, the Parties agree that if it becomes possible to redevelop the Armory for an entertainment use or other desirable use, the Parties will cooperate in good faith to amend this Agreement to allow for such use. Such amendment will include, without limitation, removal of the Developer's obligations to complete and operate the Armory Office Project, and reduction of the job requirements in **Section 9** (to reflect only jobs that could be reasonably expected to be housed within the Data Center Project), and removal of the requirements of **Section 13** of this Agreement with respect to the Armory Office Project. Nothing herein shall prohibit the City, SLDC, SLU Midtown Redevelopment Corporation or any other entity from considering incentives for alternative uses of the Armory.

Section 5. Development of the Other Uses. The development of mixed uses and transit-oriented developments as part of the Other Uses will be subject to market demand. Notwithstanding the foregoing:

(a) Until development of the Other Uses occurs, the Developer will continuously market the properties located at 500 Prospect Avenue and at 700 S. Spring Avenue, as applicable, for redevelopment. The Developer acknowledges that a quality/high density transit-oriented development is desired by the community for 500 Prospect Avenue and 700 S. Spring Avenue.

(b) If redevelopment of 500 Prospect Avenue is not imminent at the time, the Developer shall, no later than December 31, 2029, have the right to improve such property for parking uses. The design plan for such parking uses shall be submitted to the Executive Director for his or her approval, not to be unreasonably withheld, conditioned, or delayed, prior to construction and shall incorporate pedestrian improvements, stormwater management, heat island mitigation measures and access to the adjacent Metrolink station.

(c) If the Developer desires or is required to install a new electric substation on the property located at 700 S. Spring Avenue (or anywhere else adjacent to the Armory Innovation District), the Developer shall not apply for any substation building permits until approval of the design by Executive Director occurs (which approval shall not be unreasonably withheld, conditioned, or delayed, but may be subject to the Developer's compliance with certain conditions minimizing the impact of the use to neighboring properties). The design of such a substation shall be harmonious, to the extent reasonably and safely possible, with the future of development of property located between Gratiot Street and Chouteau Avenue for commercial use (as envisioned in the SLU Midtown Redevelopment Corporation Redevelopment Plan and the City of St. Louis Strategic Land Use Plan). No substation shall be allowed at 500 Prospect Avenue.

(d) Nothing in this Agreement shall prohibit the Developer from seeking tax incentives for a quality/high density transit-oriented development at 500 Prospect Avenue; however, there are no commitments to support incentives for such project. Any such proposal will be evaluated on its own merits.

Section 6. Complimentary Public Infrastructure Development.

(a) The Developer, at its cost, shall install (and/or repair existing) and maintain sidewalks located upon its property and adjacent to Market Street from Vandeventer to the eastern side of the Armory and further install on the Developer's property a pedestrian pathway from the eastern edge of the Armory to the Grand Metrolink station.

(b) The Developer, at its cost, shall install and maintain a public art installation near the southeast quadrant of the Market Street and Vandeventer intersection.

(c) The Developer shall coordinate infrastructure and building design and construction schedules with the City's Board of Public Service and Great Rivers Greenway to ensure successful, timely completion of multi-modal enhancements in the area.

(d) The Developer shall execute any easement agreements, in form reasonably acceptable to Developer, with public taxing districts required for the implementation of multi-modal enhancements, such as sections of the Brickline Greenway project that connect through or adjacent to the Armory Innovation District.

Section 7. Community Benefit Payment. The Developer shall make a *"Community Benefit Payment"* in the amount of $30 per square foot of data center use included in the Data Center Project the maximum amount of which shall be determined based upon the square footage reflected in the submission of the building permit application for the Data Center Project. The Community Benefit Payment will be paid to or at the direction of the Community Representative in installments in accordance with the following schedule of estimated amounts or percentages, whichever is less:

Installment Due Date	**Estimated Installment Amount ***	**Percentage**
The earlier of (a) the Developer's submission of building permit application for Data Center Project or (b) 90 days after issuance of Conditional Use Permit	$945,000	6%
Issuance of building permit for the Data Center Project (estimated end of Q2 2027)	$7,402,500	47%
Issuance of a full occupancy permit for the Data Center Project (estimated end of Q4 2028)	$7,402,500	47%
TOTAL	**$15,750,000**	**100%**

*To be adjusted based upon the square footage reflected in the submission of the building permit application for the Data Center Project.

The intended uses of the Community Benefit Payment are:

(a) multi-modal enhancements and other infrastructure in areas near the Armory Innovation District (estimated $3.2 million allocation), including, but not limited to, the Brickline Greenway project being undertaken by Great Rivers Greenway;

(b) activities in furtherance of the City's St. Louis Digital Access Inclusion Plan (estimated $5.1 million allocation);

(c) economic and environmental justice activities that seek to address local impacts which may result from the Data Center Project, including grants to encourage local distributed energy resources in the City, weatherization and energy efficiency improvements; and

(d) activities that assist the City in meeting its climate goals.

The Community Representative may also use a portion of the Community Benefit Payment to reimburse SLDC or any successor entity for costs associated with administering this Agreement and monitoring the Developer's compliance with the Equal Opportunity and Nondiscrimination Guidelines described in **Section 13** and **Exhibit B**. Notwithstanding anything to the contrary herein, (i) all expenditures of the Community Benefit Payment funds shall be subject to approval of the Community Representative's governing body, (ii) Community Benefit Payment funds shall be invested at the direction of the Community Representative in interest-bearing accounts until expended, and (iii) the Community Representative shall provide a written public report of all expenditures of Community Benefit Payment funds not less than once each calendar year.

The Community Benefit Payment shall be fully awarded by the Community Representative on or prior to the date that is three (3) years after the date of issuance of the final occupancy permit for the Data Center Project (the "*Outside Date*"). In the event the Community Benefit Payment has not been fully awarded or committed by the Community Representative on or prior to that date, the amount of the Community Benefit Payment not expended shall be refunded to the Developer, its successors and/or assigns, on or prior to the date that is thirty (30) days after the Outside Date.

Section 8. Tax Revenues.

(a) The Developer hereby represents that Tax Revenue Projections are, to the best of its knowledge, an accurate indication of the real estate taxes, personal property taxes, earnings taxes and utility taxes expected to be generated by the Data Center Project.

(b) On or before July 30 of the year following the first full year of operation of the Data Center Project (i.e., if the Data Center Project is completed in 2028, the first full year of operation would be 2029), the Developer shall provide a written report of all actual real estate taxes, personal property taxes, earnings taxes and utility taxes generated from the Data Center Project in its first full year of operations (collectively, the "*Actual Tax Revenues*") to the Community Representative. If the total of the Actual Tax Revenues is less than $63,175,065, the Developer shall, within 60 days of submitting such report, pay to or at the direction of the Community Representative, an amount equal to $15,000 for each $100,000 difference between the Actual Tax Revenues and $63,175,065. For example, if the Actual Tax Revenues reported for the Data Center Project's first full year of operations are $60,000,000, the amount to be paid by the Developer will equal ($63,175,065 - $60,000,000) / $100,000 = 31.75; $15,000 x 31.75 = $476,259.75.

(c) Upon receipt of the Developer's report of Actual Tax Revenues, the Community Representative shall have 30 days to review such report and provide any written objections or requests for documentation to the Developer. If no objections or requests for documentation are provided, the report shall be deemed accepted by the Community Representative. If the Community Representative provides written objections to the report or requests for documentation, the Developer shall submit a corrected report or provide the requested documentation, as applicable, to the Community Representative. The Community Representative shall have 30 days to review any revised submittal or additional documentation provided pursuant to the previous sentence. If no further objections or requests for additional documentation are made at the conclusion of such 30-day period, the report shall be deemed accepted by the Community Representative.

Section 9. Jobs Requirements.

(a) The Developer hereby represents that estimates of jobs to be located at the Data Center Project and the Armory Office Project are, to the best of its knowledge, an accurate indication of the jobs expected to be generated by such developments combined.

(b) On or before each July 30, beginning with the July 30 of the year after the year in which a building permit for the Data Center Project is issued and continuing for 19 years thereafter (i.e., for a total of 20 years), the Developer shall provide a written report to the Community Representative (the *"Jobs Report"*) certifying the number of Jobs located at the Data Center Project and the Armory Office Project combined. The number of Jobs so certified shall be measured by the highest Job total during the preceding April 1 to June 30 period. For example, if the building permit for the Data Center Project is issued on June 15, 2027, the first Jobs Report will be due July 30, 2028 and reflect the highest number of Jobs at the Data Center Project and the Armory Office Project during the period of April 1, 2028 through June 30, 2028.

(c) The Developer will pay liquidated damages to or at the direction of the Community Representative equal to $2,000 for each Job at the Data Center Project and the Armory Office Project, combined, as certified in the Jobs Report, that is less than the "Minimum Jobs" shown on the following table:

Jobs Report Due Date	Minimum Jobs	Anticipated to be located in the Data Center Project
July 30 of the year after the year in which a building permit is issued for the Data Center Project (i.e., the initial Jobs Report)	25	10
July 30 of the second year after the year in which building permit is issued for the Data Center Project	50	25
All subsequent Jobs Reports	100	50

Any payments due under this Section shall be made within 30 days of the Developer's submittal of the Jobs Report. The Community Representative may request, and the Developer shall provide, reasonable documentation supporting the number of Jobs certified in the Jobs Report.

Section 10. Renewable Energy Requirements and Utilities.

(a) For purposes of this Section:

(1) *"Reasonable Efforts"* means, (i) with respect to satisfying the requirements of (b) and (c) below, the expenditure of commercially reasonable time, resources, and expense — taking into account the prevailing market conditions, prevailing regulatory environment of the Missouri Public Service Commission, availability of qualifying sources, technological feasibility, and the economic circumstances of the applicable party — to procure and maintain, to the greatest extent practicable, subject to the terms of this **Section 10**, 100% of the Data Center Project's energy load from Missouri regulated utility programs or Renewable Energy Credits, including but not limited to: (i) actively engaging with available Missouri regulated utility programs, renewable energy providers, and Renewable Energy Credit markets; (ii) pursuing acquisition of Renewable Energy Credits (each representing one megawatt hour) to the extent such credits are commercially available

and obtainable on reasonable terms; and (iii) exploring and, where practicable, utilizing alternative or emerging qualifying energy sources and programs as they become available; provided, however, that "Reasonable Efforts" shall not require a party to accept terms that are economically unreasonable, commercially impracticable, or otherwise inconsistent with prudent industry practice under the circumstances then prevailing.

(2) *"Renewable Energy Credits"* means (i) to the extent available from Ameren Missouri or any successor entity thereto (*"Ameren"*), certificates representing bundled and retired environmental benefits of electricity generated from Renewable Sources or (ii) to the extent certificates in (i) are not available, certificates representing unbundled and retired renewable energy credits from the Midcontinent Independent System Operator (MISO).[2]

(3) *"Renewable Sources"* means energy derived from wind, solar, geothermal, or other sources of renewable energy.

(b) The Developer will use (and cause its tenants to use) Reasonable Efforts to supply at least (1) 50% of the Data Center Project's energy load from Renewable Sources within five years of commencing operations and (2) 100% of the Data Center Project's energy load from Renewable Sources within ten years of commencing operations. This requirement may be satisfied using (1) commitments from Ameren to supply energy from Renewable Sources, (2) utilization of other Missouri Public Service Commission-regulated large load programs that provide energy from Renewable Sources, (3) the generation of renewable energy and utilization of battery storage and virtual power plants within the Armory Innovation District to provide energy to the Data Center Project, (4) Ameren's renewable generation portfolio required under 393.1030, RSMo., and/or (5) participation in virtual power plant programs. With respect to commitments from Ameren, as of the date of this Agreement, Ameren has confirmed to Developer that Ameren has energy from Renewable Sources available to meet only a portion of the Data Center Project's energy load required under this **Section 10**. Ameren is constructing facilities to provide additional energy from Renewable Sources in accordance with its IRP, and recommends the use of unbundled Renewable Energy Credits.

(c) If the Developer and its tenants are unable to supply at least:

(1) 20% of the Data Center Project's energy load from Renewable Sources within two years of commencing operations,

(2) 40% of the Data Center Project's energy load from Renewable Sources within four years of commencing operations,

(3) 50% of the Data Center Project's energy load from Renewable Sources within five years of commencing operations, or

(4) 100% of the Data Center Project's energy load from Renewable Sources within ten years of commencing operations,

the Developer shall use (or cause its tenants to use) Reasonable Efforts to procure Renewable Energy Credits representing the amount of megawatts needed to offset the difference between the required supply per of the Data Center Project's energy load per the schedule in (c) above and the amount of the Data Center

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[2] For the avoidance of doubt, the parties acknowledge and agree that the Developer, its successors, assigns, and tenants intend to be customers of Ameren. Ameren customers can only purchase bundled renewable energy credits from Ameren. If an Ameren customer were to purchase renewable energy credits from a renewable resource in MISO but outside of Ameren, such credits must be unbundled, meaning the customer does not receive the energy from the renewable source, but does receive the renewable energy credit.

Project's energy load actually provided from Renewable Sources utilizing the options described in (b) above. For example, if the Data Center Project's energy load after its fifth year of operations is 120 megawatts and the Developer is able to obtain 50 megawatts of the energy load from Renewable Sources utilizing the options in (b) above, the Developer would need to use Reasonable Efforts to purchase Renewable Energy Credits representing 10 megawatts (i.e., (120 / 2) – 50 = 10).

(d) On or before each July 30, beginning with the July 30 of the year after the year in which a building permit for the Data Center Project is issued, the Developer (or its tenants) shall provide a written report to the Community Representative of the Data Center Project's annual electricity usage, waste heat and water usage for the prior calendar year. The written report shall be accompanied by a written certification from one or more Data Verifiers attesting to the accuracy of the written report or applicable portions thereof. Beginning with the sixth year of the Data Center Project's operations, the report required by this subsection shall detail the Developer's (or its tenants) compliance with the provisions of subsections (b) and (c). The report required by this subsection shall be made available to the public by the Community Representative. For purposes of this Section, *"Data Verifiers"* are third-parties, including licensed mechanical or electrical engineers, with reasonable experience related to the verification of the type of data included within the written report and may include, without limitation, utility providers. Data Verifiers may not include the Developer, a Related Party, a tenant of the Data Center Project or an employee of the Developer, a Related Party or a tenant.

(e) If the Developer or its tenants are, despite Reasonable Efforts, unable to supply or offset at least (1) 50% of the Data Center Project's energy load five years after commencing operations or (2) 100% of the Data Center Project's energy load ten years after commencing operations from Renewable Sources and/or Renewable Energy Credits as contemplated in this Section, the Parties shall cooperate in good faith to identify mutually-agreeable alternative means of reducing the Data Center Project's reliance on energy from non-Renewable Sources.

Section 11. Events of Default; Remedies.

(a) If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(1) any Party fails to perform any of its material obligations hereunder for a period of 45 days (or such longer period as the Community Representative and the Developer may agree in writing) following written notice to the defaulting party of such failure, or if such failure is not subject to cure within such 45 days after such notice, the defaulting party fails to initiate action to cure the default within such 45 days after such notice is given and fails to pursue such action diligently; or

(2) any representation of any Party contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 45 days (or such longer period as the Community Representative and the Developer may agree in writing) following written notice to the defaulting party specifying the false or erroneous representation and requiring it to be remedied, or if such matter is not subject to cure within such 45 days after such notice, the defaulting party fails to initiate action to cure the default within such 45 days after such notice is given and fails to pursue such action diligently.

(b) Upon the occurrence of an Event of Default, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default, including, but not limited to proceedings to compel specific performance by the defaulting party. The Developer shall be responsible for all costs incurred by the Community Representative or any third-party beneficiary in enforcing this Agreement against the Developer.

Section 12. Excusable Delay. Notwithstanding anything to the contrary contained herein, the schedule for completion of obligations herein shall be automatically extended by the number of days of delay caused by actions or events beyond the control of the Developer, including, without limitation, damage or destruction by fire or casualty, strike, lockout, labor or work force shortages or interruptions, failure or insufficiency of electricity, water, sewer, gas or other utilities, civil disorder, riots, terrorist acts or threats of terrorist acts, insurrection or civil commotion or disorder, war, restrictive government laws, regulations, directions, mandates or orders, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the construction and occupation of the Data Center Project, the Armory Office Project or portions thereof (provided that reasonable efforts have been made to obtain said permits/authorizations and all conditions precedent to the issuance of said permits and/or authorizations have been met), shortage or delay in shipment of material or fuel, inability or difficulty to procure materials or supplies, acts of God or natural disaster, public health emergencies, damage or destruction by lightning; explosions, fires or other destruction not caused by Developer, unusual weather or wet soil conditions, or other like causes beyond the Developer's control, including without limitation any litigation, judicial proceeding, court order or judgment resulting from any litigation adversely impacting the development of the Armory Innovation District (collectively, an *"Excusable Delay"*). The Parties agree that as of the date of this Agreement, no known condition or event exists that would justify an Excusable Delay other than any litigation that may arise out of or is related to the issuance of the Conditional Use Permit. Notwithstanding the foregoing, no Excusable Delay will be deemed to exist unless the Developer notifies the Community Representative in writing of such Excusable Delay within 60 days after the commencement of the event causing such Excusable Delay (or within 60 days after the date that the Developer should reasonably have determined that such event will cause such Excusable Delay). An Excusable Delay shall not include any condition or circumstance solely caused or extended by the Developer or a Related Party or attributable to the action or inaction of the Developer or a Related Party, with the exception of any excusable delay under a construction contract with a Related Party.

Section 13. Equal Opportunity and Non-Discrimination Guidelines.

(a) The Developer agrees that, as an independent covenant running with the land forever, there shall be no discrimination upon the basis of race, color, familial status, national origin, sex, marital status, age, sexual orientation, gender identity or expression, religion, or disability in the sale, lease, rental, occupancy or use of the Armory Innovation District, in a manner contrary to local, state and/or federal laws and said covenant may be enforced by the Community Representative, the City or the United States of America, or any of their respective agencies. The Developer further agrees that a provision containing the covenants in this Subsection shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the commercial portions of the Data Center Project and the Armory Office Project.

(b) Subject to the foregoing, to the extent applicable to the Data Center Project and the Armory Office Project, the Developer agrees to adhere to the requirements of the "Equal Opportunity and Non-Discrimination Guidelines" attached hereto as **Exhibit B** and incorporated herein by reference (the *"Guidelines"*). By execution of this Agreement, the Developer certifies and agrees that it has no knowledge of the existence of any contractual or other disability which would prevent the Developer from complying with the requirements set forth in the Guidelines. For purposes of complying with the Guidelines, and for avoidance of doubt, the construction of the Data Center Project and the Armory Office Project shall be subject to women and minority contracting goals, workforce participation goals and prevailing wage requirements as set forth herein. The Community Representative shall request that SLDC monitor compliance with these requirements and report any noncompliance to the Community Representative. To provide for SLDC's costs in providing such compliance monitoring services, the Developer agrees to pay SLDC (i) upon execution of this Agreement, the sum of $75,000 and (ii) on each January 1, beginning with the first January 1 following the issuance of the initial building permit for the Data Center Project and continuing until the below-defined Compliance Office's monitoring is complete, the annual sum of $75,000.

(c) For purposes of complying with the women and minority contracting goals, workforce participation goals and prevailing wage requirements, unless otherwise directed by SLDC or the Community Representative:

(1) The Developer shall notify the SLDC Compliance Office or successor office thereto (the *"Compliance Office"*) of the selection of a general contractor within five business days of the execution of an agreement and promptly provide a copy of that agreement to the Compliance Office. The Developer and its selected general contractor shall also participate in a "kickoff meeting" with the Compliance Office to discuss the applicable rules and procedures regarding contracting and workforce participation requirements, including determination of contract-specific goals in compliance with the applicable provisions of Executive Order No. 91.

(2) The Developer or its selected general contractor shall provide at least five business days' notice of any subcontractor or vendor bid opening specifying the date and time of opening and allow a representative of the Compliance Office to witness the opening of bids.

(3) The Developer's designated general contractor shall meet in person or via a video media conference platform with the Compliance Office at least once every two months, unless otherwise agreed by the Compliance Office, from the bid opening process until all lien waivers (for the avoidance of doubt, and notwithstanding anything to the contrary set forth herein, in the applicable provisions of Executive Order No. 91, or in the Guidelines, only lien waivers from subcontractors providing materials or services in excess of $10,000 to the Data Center Project or Armory Office Project shall be required) have been approved to give updates on their progress towards meeting the participation goals. The Developer acknowledges that accurate and timely tracking of its women and minority contracting utilization goals and workforce performance goals, and timely response to inquiries by the Compliance Office, is necessary for the Compliance Office to fulfill its monitoring mandate as directed by the Community Representative.

(4) The Developer shall provide or upload to SLDC all construction subcontracts with a value in excess of $10,000 entered into by their prime contractors for construction work to be performed. The Developer shall require that prime contractors summarize with each "application for payment" their compliance with their women and minority contracting utilization commitments and shall include all adjusted contract amounts, payment data and copies of final lien waivers. This information shall be entered electronically utilizing the Global Project Tracking System (GPTS), HeadCount, or any other web-based compliance tool or other monitoring process as directed by the Compliance Office.

(5) The Developer shall require that prime contractors ensure their subcontractors with contracts with a value in excess of in excess of $10,000 verify receipt of payments and provide certified payroll data and/or payroll register related data and other documentation as may be required by the Compliance Office by entering that information electronically utilizing the GPTS system, HeadCount, or any other web-based compliance tool or other monitoring process as directed by the Compliance Office.

(6) Subject to (7) below, within six months after the Data Center Project or the Armory Office Project, as applicable, is deemed completed by the Developer's general contractor, the Developer shall use commercially reasonable efforts to (1) cause all required final lien waivers to be properly executed by the applicable subcontractors and received by the Compliance Office or (2) cause partial lien waivers and a written statement describing the reason why a final lien waiver

has not been provided to be submitted to the Compliance Office. Disbursing agent reports showing payment to contractors are acceptable in lieu of lien waivers, provided such payment amounts match information submitted to SLDC through its GPTS system. In the event that disbursing agent reports are inconsistent with information submitted through GPTS, notarized final lien waivers will be required. Upon receipt of all required final lien waivers as contemplated by (1) above, the Compliance Office shall within ninety (90) days of the receipt of the last required final lien wavier issue its final monitoring report to the Community Representative. If partial lien waivers are provided pursuant to (2), the Compliance Office shall, at the Developer's request, proceed assuming that the partial lien waiver amount is the final contract cost. If no such request is made, the Compliance Office shall wait until final lien waivers from all applicable subcontractors are provided to issue its final report.

(7) Notwithstanding the foregoing, the Developer shall not be obligated under (6) above to provide final or partial lien waivers relating to any contract or subcontract for which:

(i) the general contractor or a subcontractor has (A) filed a lien against the Data Center Project or the Armory Office Project, as applicable, and (B) the Developer or its general contractor has filed a petition in defense or seeking dismissal thereof, provided that the Developer or general contractor has provided proof of payment to the Compliance Office of all undisputed sums due under the applicable contract;

(ii) the Developer or its general contractor has (A) paid all undisputed sums to the applicable subcontractor, (B) issued a written demand to the applicable subcontractor for delivery of the outstanding final or partial lien waiver and provided a copy of such demand to the Compliance Office, and (C) has not received the requested lien waiver or suffered the filing of a lien by such subcontractor within 20 days of such written demand; or

(iii) the Executive Director has otherwise determined, in his or her discretion, that the Developer's failure to provide the required final lien waivers or partial lien waivers and written statement in a timely manner was beyond the reasonable control of the Developer.

(8) The Developer shall ensure that these requirements are incorporated into their contracts with prime contractors and that the prime contractors and subcontractors comply with these requirements.

(d) The Developer shall cause all general contractor(s) and subcontractor(s) directly engaged in construction and/or maintenance of the Data Center Project or the Armory Office Project to utilize apprentices and pay their employees prevailing wages under the terms and conditions outlined in said Ordinance No. 71962 as if the Data Center Project or the Armory Office Project constituted an "Abated Project" as defined in such Ordinance. The remedy for failing to pay prevailing wages as required by this Section shall be payment of the difference between the required prevailing wages and the wages actually paid to the applicable workers.

Section 14. Notices. All notices, reports, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by registered or certified mail, postage prepaid, delivered personally, or sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) If to the Community Representative:

LCRA Revitalization Corporation
c/o St. Louis Development Corporation
1520 Market Street, Suite 2000
St. Louis, Missouri 63103
ATTN: Executive Director

with copies to:

St. Louis Development Corporation
1520 Market Street, Suite 2000
St. Louis, Missouri 63103
ATTN: Legal Department

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
ATTN: Mark A. Spykerman, Esq.

(b) If to the Developer:

[TerraWatt, LLC]
The Galleria
2 Bridge Avenue, Suite 324
Red Bank, New Jersey 07701
ATTN: David Daneshforooz

with a copy to:

Lewis Rice LLC
600 Washington Avenue, Suite 2500
St. Louis, Missouri 63101
ATTN: David Sweeney, Esq.

The Community Representative and the Developer may from time to time designate, by notice given hereunder to the other Party, such other address to which subsequent notices, reports, certificates or other communications shall be sent. Attorneys for a Party may give notice on behalf of their client. Notwithstanding anything to the contrary contained in this Section, the Community Representative may also designate, by notice given hereunder to the Developer, instructions for delivering reports required by this Agreement via electronic mail to specific recipients, in lieu of mail or other physical delivery.

Section 15. Reliance. The Community Representative will undertake certain activities, as determined by its governing body and in accordance with this Agreement, to benefit the community and mitigate community impacts of the Data Center Project. The Community Representative is undertaking these activities in reliance on the promises of the Developer contained in this Agreement.

Section 16. Release and Indemnification.

(a) The indemnification and covenants contained in this Section shall survive expiration or earlier termination of this Agreement.

(b) The Developer hereby agrees that, anything to the contrary herein notwithstanding, it will defend, indemnify and hold harmless the Community Representative, the City and SLDC, and their respective governing body members, employees, attorneys and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including reasonable attorneys' fees and court costs) from third party claims resulting from, arising out of, or in any way connected with (1) the Developer's breach (beyond any applicable notice and opportunity to cure) of this Agreement, (2) the negligence or intentional misconduct of the Developer or an affiliate thereof or its respective employees and agents, or (3) otherwise arising out of the construction of the Armory Office Project or the Data Center Project. In the event that the validity of this Agreement is contested in court, the Community Representative, the City and SLDC shall be defended, held harmless and indemnified by the Developer from and against all third party claims, demands and/or liabilities of any kind whatsoever including, without limitation, any claim for reasonable attorneys' fees and court costs, and the Developer shall pay any monetary judgment and all court costs rendered against the Community Representative, the City or SLDC, if any. The Developer agrees not to challenge the validity of this Agreement.

(c) Notwithstanding anything herein to the contrary, the Community Representative, the City and SLDC, and their respective governing body members, employees, attorneys and agents shall not be liable to the Developer for damages or otherwise in the event that all or any part of this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, or the Developer is prohibited from constructing the Data Center Project or the Armory Office Project by operation or exercise of a generally applicable federal, state or local law or regulation.

(d) Notwithstanding the foregoing terms of this Section, the Developer shall have no obligation to defend, hold harmless or indemnify the Community Representative, the City, SLDC, their governing body members, employees, attorneys or agents with respect to any matter or expense resulting from or arising out of (i) the negligence, willful misconduct, or malpractice of the Community Representative, the City, SLDC, their governing body members, employees, attorneys or agents or (ii) the breach (beyond any applicable notice and opportunity to cure) of this Agreement.

(e) All covenants, stipulations, promises, agreements and obligations of the Community Representative contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Community Representative and not of any of the Community Representative's governing body members, employees, attorneys or agents in their individual capacities.

(f) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer and not of any of the Developer's officers, members, representatives, attorneys or agents in their individual capacities.

Section 17. Miscellaneous.

(a) The Developer will coordinate with the City to identify preferred routes for construction vehicles.

(b) The Developer acknowledges that the City enacted an ordinance to create a pool of employable residents of the City to serve as the first source for finding employees for entry-level jobs

(Ordinance No. 60275, codified as St. Louis City Revised Code Chapter 3.90). The Developer must execute and cause any tenant or lessee with at least 30 employees to enter into an employment agreement meeting the requirements of Ordinance No. 60275.

(c) To the extent permitted by a lease or other similar agreement with a tenant, the Developer shall provide a public disclosure of any tenants in the Data Center Project and Armory Office Project promptly upon execution of a lease with such tenant (such public disclosure may include written notice of such tenants to the Community Representative with permission for the Community Representative to disclose such tenants publicly). The Developer may enter into leases or similar agreements prohibiting disclosure of tenants when required by such tenant. The Developer shall only enter into leases or similar agreements prohibiting disclosure of tenants when it is commercially reasonable to do so – i.e., a tenant requirement due to national security or trade secret interests. The Developer shall notify the Community Representative in writing when a lease is entered into that prohibits the disclosure of a tenant. Such notice shall not include the name of the tenant, but shall state the basis for the Developer's determination that it was commercially reasonable to enter into the applicable lease agreement prohibiting disclosure of the tenant.

(d) The Developer shall not lease any portion of the data center to tenants that will primarily use the premises for Undesirable Business Uses.

(e) The Developer will file a decommissioning plan with the Executive Director describing the process upon which computer components and other electronic waste and materials will be safely removed from the Data Center Project and recycled or otherwise disposed of so that the building may be redeveloped for other uses. The Developer may update the decommissioning plan from time to time. If the Data Center Project is vacant with no operating tenant for greater than one year, the Developer shall, at its cost, undertake the decommissioning plan.

(f) The terms of this Agreement shall be a covenant running with the land and shall bind all future owners of property within the Armory Innovation District (provided, however, the obligations to make payments as provided in **Section 7**, **Section 8** and **Section 9** shall be binding only upon the owner of the Data Center Project). This Agreement may not be assigned by the Developer to any entity that does not own the Data Center Project.

(g) The Community Representative, upon 10 days' prior written notice to the Developer identifying the proposed assignee, may assign its interest in this Agreement to another party.

(h) This Agreement shall be taken and deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Missouri for all purposes and intents. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of St. Louis City, Missouri. All Parties to this Agreement consent to the jurisdiction and venue of such court.

(i) If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

(j) The City and SLDC are hereby designated as third-party beneficiaries to this Agreement and shall have the same rights to enforce the terms of this Agreement against the Developer as the Community Representative. The Parties agree that only the Community Representative, the City and SLDC may seek to enforce this Agreement against the Developer.

(k) The Developer shall keep Data Center Project and the Armory Office Project clean and free from trash, debris and litter, and shall keep all grass, trees, shrubs and the foliage cut and trimmed and otherwise maintain the Armory Innovation District in compliance with all federal, state and local laws, regulations and ordinances, including, without limitation, the Zoning Controls.

(l) The Developer hereby represents and warrants that it is not delinquent on any taxes, assessments, and/or other obligations payable to the City and/or any division or agency of the City.

(m) This Agreement may only be amended by a written instrument executed by both Parties.

Section 18. Representations and Warranties.

(a) The Community Representative represents that, as of the date of this Agreement:

(1) the Community Representative is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Missouri;

(2) the Community Representative has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement;

(3) the execution, delivery and performance by the Community Representative of this Agreement have been duly authorized by all necessary action and do not violate the articles of incorporation of the Community Representative, as the same may be amended and supplemented, or to the best of the Community Representative's knowledge, any applicable provision of law, nor do they constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Community Representative is now a party or by which the Community Representative is now or may become bound; and

(4) there are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, or to the best of the Community Representative's knowledge, threatened or affecting the Community Representative that would impair its ability to enter into or perform its obligations under this Agreement.

(b) The Developer represents that, as of the date of this Agreement:

(1) the Developer is a [limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada] and authorized to transact business in the State of Missouri;

(2) the Developer has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement;

(3) the execution, delivery and performance by the Developer of this Agreement have been duly authorized by all necessary action and do not violate the articles of incorporation of the Developer, as the same may be amended and supplemented, or to the best of the Developer's knowledge, any applicable provision of law, nor do they constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(4) there are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, or to the best of the Developer's knowledge, threatened or affecting the Developer that would impair its ability to enter into or perform its obligations under this Agreement; and

(5) the Developer has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to purchase, construct and operate the Data Center Project and the Armory Office Project.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Developer and the Community Representative caused this instrument to be executed in their respective hands and upon their behalf.

[TERRAWATT, LLC], a [Nevada limited liability company]

By: ______________________________

Name: ______________________________

Title: ______________________________

ACKNOWLEDGMENT

STATE OF ________)
) SS.
COUNTY OF _________)

On this ___ day of ___________, 2026 before me, the undersigned, a Notary Public in and for said state, personally appeared ________________ , the ________________ of [*TERRAWATT, LLC*], a [*Nevada limited liability*] company known to me to be the person who executed the foregoing instrument on behalf of said company and acknowledged to me that (s)he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

____

Name :______________________________

Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

LCRA REVITALIZATION CORPORATION, a
Missouri nonprofit corporation

By:_______________________________________
Stephen Westbrooks
Executive Director

ATTEST:

____
Zachary Wilson, Assistant Secretary

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this, the ___ day of __________, 2026, before me appeared **STEPHEN WESTBROOKS**, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the **LCRA REVITALIZATION CORPORATION**, a Missouri nonprofit corporation, and that he is authorized to sign the foregoing instrument on behalf said corporation, and acknowledged that he executed said instrument as said corporation's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

____
Name: _______________________________
Notary Public - State of Missouri
Commissioned in St. Louis City

My Commission Expires: ______________

EXHIBIT A

ARMORY INNOVATION DISTRICT LEGAL DESCRIPTION

[*Insert legal descriptions for the parcels listed below*]

3660 Market Street (Parcel No. 2197-9-050.000)

3728 Market Street (Parcel No. 3929-9-015.000)

3858 Market Street

500 Prospect Avenue (Parcel No. 2196-9-026.003)

700 S. Spring Avenue (Parcel No. 2185-9-025.000)

EXHIBIT B

EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES

In any contract for work associated with the Data Center Project or the Armory Office Project, the Developer, its designees, successors, assigns, and its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination laws (the *"Nondiscrimination Laws"*). Moreover, the Developer shall contractually require its contractors and subcontractors to comply with the Nondiscrimination Laws.

The Developer and its contractors will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

To the extent not prohibited by federal anti-discrimination law, the Developer shall comply with the requirements of Ordinance Nos. 60275 (which is codified at Chapter 3.90 of the Revised Code of the City of St. Louis), 69427, 70767,71094, and 71962 and Executive Order 91 pertaining to first source hiring, minority-owned and women-owned business participation, workforce development, and prevailing wage compliance.

The Developer agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Developer, its successors or assigns upon the basis of race, color, creed, familial status, national origin or ancestry, sex, marital status, age, sexual orientation, gender identity or expression, religion or disability in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected at the Data Center Project or the Armory Office Project or any part thereof, and those covenants shall run with the land and shall be enforceable by the City of St. Louis and the United States of America, as their interests may appear in the projects.