

THE CITY OF BOSSIER CITY WATER SERVICES AGREEMENT

THIS WATER SERVICES AGREEMENT (“WSA”) is made this 20th day of February, 2026 (“**Effective Date**”), by and between the City of Bossier City, a municipal corporation of the State of Louisiana (“**City**”) and TXLAAR, LLC (“**Owner**”). The City and Owner may hereafter be collectively referred to as the “**Parties**” or individually as a “**Party**”.

RECITALS

WHEREAS, Owner, or its Affiliates, successors, or assigns intend to develop certain immovable property bearing Tax Parcel Numbers 104066, 163701, and 157741, and any other parcels contiguous thereto and situated within the City’s water service areas (collectively the “**Property**”) for purposes of developing a data center campus known as Highway 3C Project (the “**Project**”);

WHEREAS, the Project is located outside the City’s existing water service area;

WHEREAS, Owner is committed to developing and operating an initial phase of the Project requiring a peak daily demand of approximately 1.8 million gallons per day (“**MGD**”) of City water for domestic water and industrial cooling purposes (“**Initial Phase**”), and anticipates that, over time, the Project may expand in one or more additional phases to utilize a peak daily demand up to 13.5MGD (“**Maximum Build-Out Capacity**”) which together with the initial demand of approximately 1.8MGD, is the “**Project Usage**”;

WHEREAS, the City has confirmed that the permitted supply and treatment capacities of the City’s existing water systems are adequate to support the Project Usage, without requiring any upgrades to these facilities. However, certain water infrastructure improvements are required to convey City water volumes to the Property to accommodate the Initial Phase, and potential future expansion up to the Maximum Build-Out Capacity;

WHEREAS, Owner, at its sole cost and expense, desires to cause the design and construction of certain water infrastructure improvements for purposes of conveying City water volumes to the Property to accommodate the Initial Phase, and as needed, to accommodate future expansion up to the Maximum Build-Out Capacity (collectively, the “**Offsite Infrastructure Improvements**”);

WHEREAS, the design and construction of any Offsite Infrastructure Improvements is contingent upon Owner’s need for water at the Property at the anticipated capacity for domestic use, fire protection, and industrial cooling use, and nothing in this WSA shall require Owner to proceed with the Project, construct any Offsite Infrastructure Improvements, or phases thereof;

WHEREAS, the Parties desire to enter into this WSA for the mutual benefit of the Parties;

NOW THEREFORE, for lawful cause and in consideration of the above recitals and mutual promises expressed herein, and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. DEFINED TERMS. Capitalized terms not otherwise defined in this WSA shall have the following meanings:

A. “**Affiliate**” means for any Person: (i) any other Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with that Person; (ii) any officer, director, general partner or member of that Person; and/or (iii) if that Person is an officer, director, general partner or managing member of any Person, the Person for which that Person acts in any such capacity.

B. “**Required Permits**” means any permit required to be issued by the City to effectuate the design, development, construction, and use of the Offsite Infrastructure Improvements.

C. “**Person**” means an individual, partnership, corporation (including a business trust), limited liability company, trust, unincorporated association, joint venture, governmental unit or other entity.

2. SCOPE OF WORK. The Parties agree as follows:

A. The Offsite Infrastructure Improvements may include the specific improvements described in Exhibit 1 attached hereto and incorporated herein by this reference. The City and Owner may agree to change the specific improvements or phases thereof constituting the Offsite Infrastructure Improvements from time to time in accordance with the provisions of Exhibit 1.

B. The Parties agree to coordinate and fully cooperate in good faith with each other regarding the design and construction of the Offsite Infrastructure Improvements.

C. Owner shall, following consultation with the City, contract with a qualified, third-party professional engineering firm (the “**Design Engineer**”) for the design of the Offsite Infrastructure Improvements. The Design Engineer shall have direct and recent experience serving as lead design engineer for large-diameter water transmission mains of comparable scale, hydraulic complexity, and construction scope, and shall have experience working with municipal water utilities of similar size and operational characteristics to the City’s system. The City shall have the right to participate in the selection of the Design Engineer, including the development of the scope of services and review of the qualifications of proposed firms, and the Design Engineer shall be subject to the City’s reasonable approval, not to be unreasonably withheld, conditioned, or delayed.

D. Owner intends to engage the engineering firm that currently services the City (“**City Engineer**”), subject to Owner’s reasonable confirmation that the Design Engineer satisfies the qualification requirements set forth herein and the execution and delivery of a master service agreement and associated purchase order(s) (collectively, the “**Engineering Agreements**”) in a form customarily used by Owner for projects of similar size and complexity, which Engineering Agreements shall establish the fee structure and Project schedule.

E. The final design documents prepared by the Design Engineer will be provided to Owner and the City upon completion of said design work.

F. Owner will select and retain the general contractor(s) (“**Contractor**”) and any necessary consultants to permit, construct, and install the Offsite Infrastructure Improvements in accordance with Owner’s design and construction requirements and this WSA (as may be modified from time to time in accordance with this WSA).

G. The City will retain qualified third parties to timely inspect the construction of the Offsite Infrastructure Improvements (the “**City Inspection Work**”). Owner agrees to reimburse the City for all its actual, reasonable, and documented out-of-pocket costs and expenses relating to the City Inspection Work up to a maximum amount of Five Hundred Thousand Dollars (\$500,000.00) (the “**City Inspection Costs**”); provided, however, the City may request in writing prior to incurring such costs, and Owner may in its reasonable discretion, approve, an increase in the reimbursable amount of City Inspection Costs to the extent reasonably required to complete the City Inspection Work. The City agrees to invoice Owner for such reimbursement of City Inspection Costs and provide such documentation as Owner may reasonably request relating to such reimbursement for approval. Any City Inspection Costs approved by Owner will be paid within forty-five (45) days of approval of said invoice.

H. Upon completion of the construction of the applicable Offsite Infrastructure Improvements and acceptance of such Offsite Infrastructure Improvements by the City, such acceptance not to be unreasonably withheld, conditioned, or delayed, Owner will convey to the City at no cost, and the City will assume, ownership of such Offsite Infrastructure Improvements (each a “**Conveyance Date**”). The Parties agree that the Offsite Infrastructure Improvements may occur in phases and there may be multiple Conveyance Dates. From and after the applicable Conveyance Date, the City shall be solely responsible for the operation, maintenance, repair, capital improvement, and upgrade, as necessary, of such Offsite Infrastructure Improvements, in a manner consistent with good utility practice and in accordance with all applicable law. From and after the applicable Conveyance Date, Owner shall have no obligation, financial or otherwise, to fund, contribute to, or participate in such activities beyond water rate changes allocated fairly across the users, except to the extent expressly stated elsewhere in this WSA.

3. WILLINGNESS AND ABILITY TO SERVE.

A. The City hereby represents and warrants that it is presently willing and able to provide potable municipal water service to the Project in an amount up to the Project Usage from and after completion and acceptance of the applicable Offsite Infrastructure Improvements. The City shall furnish such water at pressures, flows, and quality levels that comply with all applicable federal, state, and local laws, regulations, and standards. The City further represents that sufficient existing capacity is available within the City’s water treatment, transmission, and distribution facilities to serve the Project Usage. The City will use its best efforts to supply Owner with temporary water service as requested by Owner if adequate supply is not available to the Project by February 28, 2028. Upon acceptance of applicable Offsite Infrastructure Improvements, the City shall provide utility service to the Project up to the capacities associated with such Offsite Infrastructure Improvements without delay.

B. Consistent with good utility practice and in accordance with applicable law, the City will use commercially reasonable efforts to prevent any reduction or impairment of the treatment, or supply capacities of any water facilities serving the Project. The City shall at all times maintain in full force and effect all permits, approvals, and certifications necessary for the lawful operation of its water systems and for the performance of its obligations under this WSA.

4. RIGHTS OF WAY. The City will allow Owner to utilize any servitudes or rights-of-way owned or controlled by the City for the Offsite Infrastructure Improvements, provided there is sufficient room in such servitudes or rights-of-way. Owner agrees to pay for any damage it, or its contractor(s), may cause to such servitudes and rights-of-way, including, but not limited to, any roads or other utilities located on or in any such servitude or rights-of-way owned or controlled by the City, as a result of the installation of such infrastructure or facilities or any work required to be done. In the event additional servitudes or right(s)-of-way may be required for construction of the Offsite Infrastructure Improvements, the City will use commercially reasonable efforts to obtain such property directly from the affected landowners provided that (i) all such acquisitions are voluntary, and (ii) all reasonable costs for such necessary servitudes or right(s)-of-way are borne by Owner. For the avoidance of doubt, the City shall not be required to exercise any expropriation, eminent domain, or condemnation authority in connection with, any additional servitudes or right(s)-of-way. In the event voluntary acquisition of a required servitude or right-of-way cannot be achieved on commercially reasonable terms, the Parties shall confer in good faith to evaluate alternative alignments or technical solutions. If a recordable assignment or other instrument is reasonably required to evidence Owner's right to use any servitudes or rights-of-way owned or controlled by the City, as determined by Owner in its discretion, the City shall execute such instrument in recordable form upon Owner's request.

5. PERMITS.

A. The City shall act as permittee on and obtain all Required Permits not typically obtained by the Contractor; provided all such Required Permits shall be at Owner's sole cost and expense. The City shall process and review all Required Permits within its administrative authority in accordance with the timeframes set forth herein and shall coordinate with applicable boards, commissions, and departments in an effort to facilitate timely action. The Parties acknowledge and agree that the City's obligations under this Section apply solely to matters within the City's jurisdiction and control and shall not apply to statutory notice periods, public hearing requirements, or review timelines imposed by any governmental or quasi-governmental authority other than the City. The City agrees to obtain any Required Permits not typically obtained by the Contractor within fifteen (15) days from the date of request by Owner, provided that such period shall be tolled for (i) incomplete or deficient submissions, (ii) requests for additional information, (iii) statutory or regulatory processing requirements, and (iv) delays attributable to any governmental or quasi-governmental authority other than the City. The City agrees to review and comment on plans and permit applications made by the Contractor within an initial review period of fifteen (15) days from the date of submission and to review and comment on any resubmittal within ten (10) days from the date of resubmission, provided that such review periods shall be extended for any period during which the City is awaiting revisions or additional information necessary to complete its review.

B. The City shall assist and cooperate in good faith with Owner in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property or the Project, and (ii) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the Project. The City shall not be responsible for delays attributable to any governmental or quasi-governmental authority other than the City. The City agrees to serve as permittee, as needed, for applications and permits that may be required to allow for encroachment, whether temporary or permanent, from governmental or quasi-governmental agencies, including but not limited to Louisiana Department of Transportation, railroad companies, SWEPCO, etc.). Any costs (that otherwise would be out of pocket costs incurred by the City) related to any such other approvals that are issued by an entity or individual other than the City will be obtained at the sole cost of Owner and the City shall not be financially responsible for any out of pocket costs of any kind that are associated with any actions required to obtain the same. If City action is required in connection with obtaining any such approvals, permits, documents or instruments, the City shall take final action as soon as reasonably practicable, but in any event within ten (10) days, following its receipt of each such request; provided that such period shall be tolled for any period during which the City is awaiting revisions or additional information from Owner that are necessary to complete the City process.

6. USE OF OFFSITE INFRASTRUCTURE IMPROVEMENTS. From and after the applicable Conveyance Date, the City covenants and agrees that Owner will at all times have the right to utilize the Offsite Infrastructure Improvements to supply water in the capacities associated with such Offsite Infrastructure Improvements to the Property (“**Dedicated Capacity**”). From and after the applicable Conveyance Date, the City may permit third-parties to use the applicable Offsite System Improvements, provided that the City covenants and agrees that (i) no subsequent third-party user (except any Affiliate or tenant of Owner) of the Offsite System Improvements will reduce Owner’s Dedicated Capacity, and (ii) upon any use of the Offsite System Improvements by such third-party user (except any Affiliate or tenant of Owner) the City will require such third-party user to enter into an agreement with Owner (or its Affiliate or tenant) regarding the payment of a *pro rata* share (based on such third-party’s projected or actual use of the Water System Improvements as determined by Owner in its sole, but reasonable, discretion) of the total cost of the construction of the Offsite Infrastructure Improvements, as determined by Owner in its sole, but reasonable, discretion. The City shall not enter into any such contract with any third-party if such contract would impede, delay, or prevent the City from performing its obligations hereunder or impair the Dedicated Capacity.

7. WATER RATES. The City represents that the City’s operation of a municipal water system is not subject to fee or rate controls by any agency of the State of Louisiana or the United States of America, but rather the elected Bossier City Council has sole power and authority to set availability fees and usage rates subject to the requirements of the Code of Ordinances, City of Bossier City, Louisiana.

A. The Property will be charged water rates based on actual measured water usage consistent with rates for similar use types approved by City Ordinance.

B. Except as expressly set forth in this WSA, no other fees or charges shall be assessed by the City in connection with the construction of the Offsite Infrastructure Improvements or water

usage at Property; it being mutually understood that completion of the Offsite Infrastructure by Owner and water rates for actual usage are in lieu of all other fees which would otherwise be due in connection with construction of the Offsite Infrastructure Improvements or water usage at Property.

C. The City shall not discriminate in utility charges and, if required, will work with Owner to establish rates for utility services not currently covered in City Ordinances and applicable to the Project. Any changes to rates or new rates will be fair and equitable and established through an industry standard rate study and will be codified in Ordinance in a timely manner.

8. TERM AND TERMINATION.

A. This WSA will commence on the Effective Date and will remain in full force and effect for thirty (30) years from the Effective Date (the “**Term**”), unless earlier terminated as expressly provided herein. The Term will automatically extend year to year after the initial Term, unless either Party provides written notice to terminate this WSA at least ninety (90) days prior to the expiration of the then current Term.

B. Owner may terminate this WSA at any time without cause by providing written notice to the City at least ninety (90) days prior to the date of such termination. If Owner terminates this WSA pursuant to this Section 8.B. and so long as Owner is not in default under this WSA, Owner’s sole liability and the City’s exclusive remedy is reimbursement by Owner to the City for all City Inspection Costs in accordance with Section 2.E. incurred by the City as of the termination date.

C. Owner may terminate this WSA at any time immediately upon written notice if the City has breached this WSA and not cured such breach after notice within the cure period set forth in Section 9 of this WSA.

D. Following the final Conveyance Date, the City may terminate this WSA upon ninety (90) days’ prior written notice to Owner only if (i) Owner, its Affiliates, or any of their tenants, have provided at any time following commencement of data center operations at the Property written notification of permanent cessation of all data center operations at the Property (it being agreed that a cessation of data center operations at the Property due to a casualty, condemnation, loss of a tenant, or Force Majeure Event shall not be construed as a permanent cessation of data center operations), (ii) Owner has initiated use of and subsequently ceased using any portion of the Dedicated Capacity for a period of not less than thirty-six (36) consecutive months and such non-use is not a result of any Force Majeure Event, or (iii) Owner has breached this WSA and not cured such breach after notice within the cure period set forth in Section 9.

E. Upon termination of this WSA by either Party, the rights and duties of the Parties arising under this WSA will terminate and neither Party will have any further obligation to one another, except as otherwise provided under this WSA.

9. DEFAULT. In the event of a default of this WSA, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) days during which the defaulting Party shall have the right to cure such default; provided,

however, that such cure period shall be extended if (a) the default does not involve the City's obligations under Sections 4, 5, or 6 of this WSA, and (b)(i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure, and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. The maximum additional extended cure period, as described in the foregoing sentence, shall be three hundred sixty-five (365) days. If any default is not cured within the time period set forth above, the non-defaulting Party may, at its election, either (i) terminate this WSA in accordance with Section 8 of this WSA, (ii) seek compensatory monetary damages from the defaulting Party, and/or (iii) bring suit in a court of competent jurisdiction to seek specific performance to enforce the terms of this WSA.

10. HOLD HARMLESS AND INDEMNIFICATION. To the extent permitted by applicable law, each Party hereby agrees to indemnify, protect, and keep harmless the other Party, its Affiliates, and their agents, employees, officers, directors, shareholders, members, managers, and their respective permitted successors and assigns (the "**Indemnified Parties**") from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs, and expenses including reasonable attorney's fees of whatsoever kind and nature, that are made or sustained by third-parties against the Indemnified Parties, however caused and that result from, arise out of any breach of this WSA. Except to the extent actually awarded and paid to a third-party, no Party shall be liable for any (i) punitive or exemplary damages, or (ii) consequential, special, incidental, or indirect damages, regardless of whether any such damages arise out of breach of contract or warranty, tort, product liability, strict liability, or other legal theory, except, in the case of clause (ii), to the extent such damages are reasonably foreseeable in connection with the event that gave rise thereto or the matter for which indemnification is sought.

11. ASSIGNMENT. The City may not assign this WSA without Owner's prior written consent. Owner may assign this WSA, any portion thereof, or any portion of the Dedicated Capacity to any Affiliate, any tenant of Owner or its Affiliates, or any entity providing an ancillary use that supports the Project. Upon any assignment, Owner will notify the City of the assignment and name of the assigned party within thirty (30) days of the assignment. Owner may also collaterally assign this WSA to any lender or other financing party that requires such assignment to secure necessary financing for the Project. Subject to the foregoing restrictions on assignment, this WSA will be binding upon each Party's successors and assigns.

12. REPRESENTATIONS. Each Party represents and warrants to the other Party that (i) it has the full power and authority to enter into this WSA and to perform its obligations hereunder, (ii) this WSA is a valid and binding obligation, enforceable against the such Party in accordance with the terms hereof, (iii) the execution and delivery of this WSA has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by such Party, and (iv) the individuals executing this WSA on behalf of such Party have the full authority to do so.

13. NOTICES. All notices and other communications given pursuant to this WSA shall be in writing and shall be (i) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the Parties hereto at the address listed below, (ii) hand

delivered to the intended addressee, (iii) sent by nationally recognized overnight courier, or (iv) sent by electronic mail with a confirming copy being forwarded by nationally recognized overnight courier within 24 hours thereafter to the recipient at the mailing address set forth below. If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the third Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the party to whom it is directed, postage prepaid. Notice made by personal delivery, overnight delivery, or electronic mail shall be deemed given when received. The Parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision:

If to the City: City of Bossier City
620 Benton Road
Bossier City, LA 71111
Attn: Mayor Thomas H. Chandler
Phone: 318-741-8501
Email: chandlert@bossiercity.org

With a copy to: City Attorney of the City of Bossier City
620 Benton Road
Bossier City, LA 71111
Attn: E. Charles Jacobs
Phone: 318-741-8515
Email: jacobsc@bossiercity.org

If to Owner: TXLAAR, LLC
333 Texas Street, Suite 1700
Shreveport, La 71101
Attn: Logan Schroeder
Phone: 318-227-7776
Email: Logan.Schroeder@cookyancey.com

14. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL; ATTORNEYS FEES.

A. This WSA is governed by and shall be construed in accordance with the laws of the State of Louisiana. The United States District Court for the Western District of Louisiana, Shreveport Division, shall be the exclusive Court of jurisdiction and venue for any litigation, special proceeding, or other proceeding between the parties that may be brought regarding, or arise out of, in connection with, or by reason of, this WSA, if federal subject matter jurisdiction exists over such a dispute. The Twenty-Sixth Judicial District Court in Benton, Bossier Parish, Louisiana, shall be the exclusive Court of jurisdiction and venue for any litigation, special proceeding, or other proceeding between the parties that may be brought regarding, or arise out of, in connection with, or by reason of, this WSA, if federal subject matter jurisdiction does not exist over such a dispute. All parties hereto hereby expressly consent and submit themselves to the exclusive jurisdiction and venue of said Courts, and to the appellate Courts having jurisdiction over such trial Courts and hereby waive any and all objections based on lack of personal jurisdiction, improper venue, or inconvenient forum in the event of and for all purposes related to any legal proceedings in connection with this WSA.

B. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS WSA, OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS WSA OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY A TRIAL WITHOUT A JURY AND THAT ANY PARTY MAY FILE A COPY OF THIS WSA WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

C. If any action is brought by any Party against another Party, relating to or arising out of this WSA or the enforcement hereof, the prevailing Party shall be entitled to recover from the non-prevailing Party the reasonable attorneys' fees, costs, and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 14.C. shall survive the termination of this WSA and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

15. MISCELLANEOUS.

A. The recitals provided at the beginning of this WSA and all referenced and attached Exhibits are hereby incorporated into this WSA by the reference as material terms and conditions hereof and shall be binding upon the Parties.

B. No Party may waive any condition or breach of any representation, term, covenant, or condition of this WSA, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by any Party of any condition or breach of any representation, term, covenant, or condition contained in this WSA shall not be deemed to be a waiver of any other representation, term, covenant, or condition or of any subsequent breach of the same or of any other representation, term, covenant, or condition of this WSA.

C. It is understood and agreed by and between the Parties that this WSA contains the final and entire agreement between said Parties, and that they shall not be bound by any terms, statements, conditions, or representations, oral or written, express or implied, not herein contained. This WSA may not be amended or modified orally or in any manner other than (i) as specifically permitted by this WSA, or (ii) by written agreement signed by Owner and the City's Director of Public Works.

D. Neither Party will issue any public announcement, press release, or public statement regarding this WSA without the other Party's prior written consent. To the maximum extent permitted by the Louisiana Public Records Act (La. R.S. 44:1 et. seq.) as may be amended from time to time, the City shall keep the terms of this WSA confidential. This provision will not restrict any public disclosure required by applicable law.

E. The Parties are independent contractors, and nothing in this WSA creates an employer-employee relationship, a partnership, joint venture, or other relationship between the Parties. Neither Party has authority to assume or create obligations of any kind on the other's

behalf. Nothing in this WSA will provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

F. A Party will not be responsible for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of such Party, (b) was not foreseeable at the time of execution of this WSA, or if foreseeable, could not have been avoided or overcome by such Party through the exercise of commercially reasonable diligence, and (c) prevents, hinders or delays such Party in its performance of any (or any part) of its obligations under this WSA (each, a “**Force Majeure Event**”). Subject to the requirements of the prior sentence, Force Majeure Events may include acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms, or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Property; fire; sabotage; vandalism; terrorism; war; cyber-attacks; invasion; hostilities; rebellion; revolution; requisition, expropriation or compulsory acquisition by any governmental or competent authority; riots; explosion; blockades; insurrection; epidemics; employment strike against a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); or interruptions to transportation. Under no circumstances will the following events constitute a Force Majeure Event: (i) a lack of maintenance of any water systems; (ii) any acts or omissions to the extent a duty to act exists of any agent of a Party, unless such acts or omissions themselves result from an underlying Force Majeure Event; or (iii) changes in economic or market conditions that affect the costs or benefits of a Party’s performance.

G. Each Party shall from time to time execute and deliver such further instruments as the other Party or its counsel may reasonably request to effectuate the intent of this WSA.

H. All times, whenever stated in this WSA, are declared to be of the essence of this WSA.

I. This WSA may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned, photocopy, or electronic signature on this WSA (such as DocuSign), any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature. The Parties agree to conduct business by electronic means as permitted by the Louisiana Uniform Electronic Transactions Act (La. R.S. 9:2601, et seq.).

J. In the event of a conflict between this WSA and any ordinances of the City, this WSA and the approvals and assurances of the City set forth herein shall control and be binding, to the extent allowed by applicable law. Notwithstanding the foregoing, if any provision of this WSA is deemed impermissible under any Louisiana state or Federal law, or found to be void, invalid, illegal, or otherwise unenforceable under the laws of the State of Louisiana Federal law, such provision be considered severable and severed from this WSA, and this WSA and its conditions shall remain in full force and be binding upon the Parties hereto as though said provision had never been included; provided, in such case, at either Party’s request, the Parties shall work in good faith to agree upon an alternative provision to replace the stricken provision.

K. The section headings of this WSA are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section," reference the applicable Section of this WSA. The use in this WSA of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement, or matter. Each Party acknowledges and agrees that this WSA (a) has been reviewed by it and its counsel, (b) is the product of negotiations between the Parties, and (c) shall not be deemed prepared or drafted by any one Party. In the event of any dispute between the Parties concerning this WSA, the Parties agree that any ambiguity in the language of this WSA is to not be resolved against any Party, but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this WSA and the intent of the Parties as manifested hereby.

L. The only parties to this WSA are the City and Owner. Except for assignees and successors-in-interests to any Party, this WSA shall not be construed to benefit or be enforceable by any other Party whatsoever; provided however that notwithstanding the foregoing, the Parties acknowledge and agree that any party providing Owner or its Affiliates with financing related to the Offsite Infrastructure Improvements (including any Mortgagee) and any tenant(s) of Owner or its Affiliates with a leasehold interest in the Property or any portion thereof are relying upon this WSA and are third party beneficiaries of this WSA. Following assignment of this WSA by Owner or its Affiliate to a tenant of Owner or its Affiliate, Owner (or its Affiliate, as applicable) will be deemed to be a third-party beneficiary of this WSA.

[Signatures appear on following pages]

STATE OF LOUISIANA

PARISH OF BOSSIER

IN WITNESS WHEREOF, the undersigned has signed this Water Services Agreement in Bossier City, Louisiana, on this 20th day of February, 2026, to be effective as of the Effective Date, in the presence of the undersigned competent witnesses, who hereunto signed their names with me, Notary, after due reading of the whole.

WITNESSES:

City of Bossier City

Carol Andersen

Printed Name: Carol Andersen

By: Thomas H. Chandler

Name: Thomas H. Chandler

Title: Mayor

Barbara Nichols

Printed Name: Barbara Nichols

Richard R. Ray
Notary Public

Printed Name: Richard R. Ray

Bar Roll No./Notary ID Number: 26708/61231

My Commission Expires: with life



STATE OF TEXAS

COUNTY OF COLLIN

IN WITNESS WHEREOF, the undersigned has signed this Water Services Agreement in Plano, Texas, on this 26th day of February, 2026, to be effective as of the Effective Date, in the presence of the undersigned competent witnesses, who hereunto signed their names with me, Notary, after due reading of the whole.

WITNESSES:

Owner:

Cynthia Porter
Printed Name: Cynthia Porter

TXLAAR, LLC

By: [Signature]
Name: David Logan Schroeder
Title: Manager

[Signature]
Printed Name: Vishal Dave

[Signature]
Notary Public
Printed Name: Min H Kim
Bar Roll No./Notary ID Number: 134067837
My Commission Expires: 11. 16. 2026

