

**RESOLUTION NO. 1519  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING THE STRATEGIC INVESTMENT PROGRAM AGREEMENT  
BETWEEN THE CITY OF PRINEVILLE AND CROOK COUNTY (CO-SPONSORS) WITH  
EDGECONNEX, INC.**

**Whereas,** The Oregon Legislature declared a significant purpose of the Strategic Investment Program (“SIP”) is to promote industrial competition and improve employment in areas where projects are to be located by encouraging business engaged in such projects to hire local employees. ORS 285C.600-285C.620.

**Whereas,** The SIP encourages local governments to enter agreements with key industries to attract and retain long term investment and employment.

**Whereas,** EdgeConneX, Inc., a Delaware corporation, (“Company”) proposes to build and operate a data center project within the city limits of Prineville to support Company’s data center operations.

**Whereas,** a public hearing was held April 12, 2022, at the Prineville City Council Meeting to allow an opportunity for any interested person to appear and present comment and public input regarding the project and agreement.


**Whereas,** the City of Prineville (“City”), a municipal corporation of the State of Oregon, and Crook County, a political subdivision of the State of Oregon, and the Company have negotiated the terms of a mutually agreeable SIP Agreement (“SIP Agreement”), attached to this Resolution and incorporated herein.

**Whereas,** City staff recommends that the attached SIP Agreement be approved by City Council.

**Now, Therefore,** the City of Prineville resolves as follows:

1. The attached SIP Agreement is approved.
2. The Mayor is authorized and instructed to execute the SIP Agreement on behalf of the City.

Approved by the City Council this 26<sup>th</sup> day of April, 2022.

  
Stephen P. Uffelman, Council President

ATTEST:

  
Lisa Morgan, City Recorder

## **OREGON STRATEGIC INVESTMENT PROGRAM AGREEMENT**

THIS OREGON STRATEGIC INVESTMENT PROGRAM AGREEMENT (“Agreement”) effective as of the date last written below, is by and between the City of Prineville, a municipal corporation of the State of Oregon (“City”), Crook County, a political subdivision of the State of Oregon (the “County”), EdgeConneX, Inc., a Delaware (“Company”). City, County, and Company shall each be referred to as “Party,” and collectively “Parties.”

### **RECITALS**

- A. The Company or an Affiliate of the Company proposes to build and operate data center projects within the City that will support the Company’s data center operations.
- B. The Oregon Legislature has established the Strategic Investment Program (“SIP”) to promote industrial competitiveness and to improve employment in the areas where projects are to be located by encouraging businesses engaged in projects to hire local employees. The SIP provides a mechanism for local governments to enter into agreements with companies in key industries to attract and retain long-term investment and employment.
- C. The City, the County, and the Company acknowledge that the Site (as defined below) is located in a “rural area” as defined in ORS 285C.600(6).
- D. The City, the County, and the Company intend that this Agreement will satisfy the requirements described in ORS 285C.609(4) and that the Project (as defined below) will qualify for the property tax incentives described in ORS 307.123.
- E. The City, the County, and the Company have provided and/or will provide public information and an opportunity for public input regarding the Projects and this Agreement at formal public hearings.
- F. The Company will enter into a First Source Hiring Agreement consistent with the Strategic Investment Program application requirements described in OAR 123-623-1500.

NOW, THEREFORE, in consideration of the consideration, and the mutual covenants and agreements contained herein, including the Recitals which are incorporated herein by reference, which are relied upon by the Parties, and which constitute part and parcel of this Agreement; and other good and valuable consideration the receipt and sufficiency of which are expressly acknowledged by the Parties, City, County and Company hereby agree as follows:

### **ARTICLE I DEFINITIONS**

1.1 Definitions. As used in this Agreement, the following terms have the following meanings:

“Affiliate” means the Company and any other entity that directly or indirectly through one or more intermediaries, is controlled by, or is under common control with EdgeConneX, Inc.

“Agreement” has the meaning set forth in the Preamble.

“CIP Exemption” means the exemption for commercial facilities under construction under ORS 307.330.

“CIP Period” means the Tax Year or Tax Years during which the Project is exempt from taxation pursuant to ORS 307.330.

“City” has the meaning set forth in the Preamble.

“Community Service Fee” has the meaning set forth in Section 3.2.

“Company” has the meaning set forth in the Preamble.

“County” has the meaning set forth in the Preamble.

“Data Center” means a building primarily intended to house a group of networked server computers for the purpose of centralizing the storage, management and dissemination of data and information pertaining to one or more businesses. For the avoidance of doubt, a Data Center does not include a warehouse, an office building, or any other equipment or buildings used for electrical and mechanical utility services or any other use that support the Data Center.

“Effective Date” means the last date on the signature page.

“Exemption Period” means, with respect to the Project and subject to ORS 307.123, the fifteen (15) consecutive Tax Years beginning the first Tax Year after the earlier to occur of the following dates: (i) the date Company has received a temporary or final certificate of occupancy for its intended purpose regarding any portion of the Project; or (ii) the expiration of the CIP Exemption for the Project.

“Exempt Property” means the property in the Project described in ORS 307.123(2)(c).

“Non-Exempt Property” means the property in each Project described in ORS 307.123(2)(b).

“OAR” means the Oregon Administrative Rules.

“OBDC” means the Oregon Business Development Commission.

“ORS” means the Oregon Revised Statutes.

“Payment Date” means, for any Tax Year, December 31 of that Tax Year.

“Project” means all property located at the Project Site (including the Project Site itself) during the term of this Agreement, including during the construction or operation of the property and including all land, buildings, substations, real property, machinery and equipment, and personal property of any kind as specified in ORS 307.123(2)(b). Project must include exactly and only one Data Center, which is currently anticipated to be up to 150,000 square feet in size. The City, the County, and the Company may amend the definition of “Project” by mutual written agreement of the Parties.

“Project Site” means the portion of the Site designated by the Company as the “Project Site” as more fully described in Exhibit A.

“Property Tax Payment” has the meaning set forth in Section 3.1.

“SIP” has the meaning set forth in the Preamble.

“SIP Applications” means the applications for the exemption pursuant to ORS 285C.600 *et seq.* and ORS 307.123 for the Project, which shall be filed by Company on or before the deadline imposed by OAR 123-623-1400.

“SIP Payments” means the Community Service Fees, the Property Tax Payments, and additional payments pursuant to Section 3.3.

“Site” means the real property specified in Exhibit B.

“Tax Year” means the property tax year beginning July 1 and ending June 30.

## **ARTICLE II EXEMPTION**

2.1 **Exemption.** Pursuant to ORS 307.123(2)(c), and subject to Section 5.1, the Exempt Property in the Project shall be exempt from property tax during the Exemption Period for the Project.

## **ARTICLE III PAYMENTS**

3.1 **Property Tax.** Pursuant to ORS 307.123(2) the Company shall pay property tax with respect to the Non-Exempt Property for each Project during the Exemption Period for the Project (the “Property Tax Payment”).

3.2 **Community Service Fee.** Pursuant to ORS 285C.609(4)(b) and (c), on or before the Payment Date for each Tax Year during the Exemption Period for each Project, the Company shall pay to the County an amount equal to twenty-five percent (25%) of the property taxes that would, but for the exemption pursuant to ORS 307.123(2)(c), be due with respect to the Project for the Tax Year, except that such amount shall not exceed \$2,500,000.00 for that Project for any Tax Year (the “Community Service Fee”).

3.3 **Additional Fees.** Contemporaneously with any Community Service Fee payment, the Company shall pay to the County \$7,500.00 each year in administrative fees for the terms of this Agreement.

3.4 **Underpayments.** If the Company fails to pay any portion of the SIP Payments for a Tax Year by the Payment Date for that Tax Year, interest shall be charged on the past due balance in the same amount as is provided by Oregon law for late payment of ad valorem property taxes.

3.5 **Overpayments.** If the Company pays an amount in excess of amounts owed under this Agreement for any Tax Year, the City and the County shall either refund the excess or return the incorrect payment and request that the Company reissue payment in the correct amount. Notwithstanding the previous sentence, if the Company successfully challenges the real market value, maximum assessed value, or other value of any Project for any Tax Year, and such challenge results in a reduction in value that in turn results in a reduction in the amount of SIP Payments owed for the Tax Year, the City and the County may either credit the reduced SIP Payments against future amounts owed by the Company under this Agreement or refund any excess to the Company (but, to the extent no further amounts are owed by the Company under this Agreement, the City and the County shall refund any such excess to the Company). In any event of returned payment, the Assessor shall establish a schedule for payment that provides payment without undue delay and pursuant to Oregon Revised Statutes.

3.6 **Disposition of Payments.** As between (a) the City and the County and (b) the Company, the City and the County shall be solely responsible for the disposition of the SIP Payments. The Company shall have no liability or obligation to any person other than the City and the County with respect to the SIP Payments. Except as expressly exempted by this Agreement, and notwithstanding anything in the prior sentence to the contrary, nothing contained herein is intended to excuse the Company from any tax, fee, payment of general applicability or payment otherwise required by law, local ordinance or pursuant to this Agreement, including payments related to the SIP for the Project. The Company shall also be responsible for the payment of any taxes, fees, or other payments imposed for land use approvals, permits or other governmental approvals necessary for the construction or operation of the Project during the Exemption Period,

#### **ARTICLE IV SIP NOTICES**

4.1 **Property Tax Filings.** During the CIP Period and the Exemption Period, the Company shall file with the County Assessor or the Oregon Department of Revenue, as applicable, such information, and reports as are required by law and shall promptly provide copies of such information to the County Assessor. Company shall collaborate with the County Assessor and Oregon Department of Revenue in fulfilling all statutory duties of Company.

4.2 **Duty to Make Payments.** Company's obligations to make payments under this Agreement and applicable law is not conditioned upon the issuance or receipt of a notice or demand for payment by any Party or any applicable governmental authority.



4.3. **County Notices.** Notwithstanding the provisions of Section 4.2, and without waiving any obligation to make payments on the timeframes as required by this Agreement and applicable law, the County shall provide the Company for each Tax Year in the Exemption Period with a notice of payment by December 1 of that Tax Year that specifies the SIP Payments due, if any, for the Tax Year, describes the calculations of such amounts due, provides documentation supporting such calculations, and specifies the Payment Date (the “Payment Notice”).

4.4 **Termination Notice.** If the Project has not achieved commercial operation by the fifth tax year after the Effective Date, or the OBDC has not determined that the property in the Projects shall receive the tax exemption in ORS 307.123, the Company may terminate this Agreement by providing written notice to the County and City to that effect. Notwithstanding the previous sentence, 8.18, 8.19, and Article 7 shall survive such termination.

## **ARTICLE V FAILURES TO MAKE PAYMENTS**

5.1 **Loss of Exemption.** If the Company does not timely pay any portion of the SIP Payments for a Project for any Tax Year, or does not pay any such outstanding amount and any applicable interest pursuant to Section 3.5 by the end of such Tax Year, the Exempt Property for such Project (i) shall not be exempt from taxation pursuant to ORS 307.123 for the Tax Year(s) for which no payments have been made and any subsequent Tax Year in which the Company has not paid such amount and any applicable interest pursuant to Section 3.4 by the Payment Date for that Tax Year and (ii) shall be assessed and taxed as other similar property is assessed and taxed.

5.2 **Payments Upon Lost Exemption.** Notwithstanding anything in this Agreement to the contrary, if pursuant to Section 5.1 or otherwise the Exempt Property in any Project is not exempt from taxation pursuant to ORS 307.123 for any Tax Year during the Exemption Period for such Project, the Company shall not be required to pay the SIP Payments (other than the Property Tax Payment) for that Project for that Tax Year.

## **ARTICLE VI ASSIGNMENTS**

6.1 **Assignments.** The Company may sell, transfer, assign, pledge, mortgage, hypothecate, or otherwise dispose of and encumber all or any of its rights, title, and interests in, to, and under this Agreement with respect to the Project to any lender (or other financing party) as security for the performance of its obligations under any loan agreement with such lender (or financing agreement with such financing party), to any Affiliate or other entity formed for the purpose of developing, constructing, owning, or operating such Project, and to any lessee or third party purchaser of such Project, without the consent of the City or the County, as long as

- (i) unless all payments due under this Agreement as of the time of the assignment or delegation have been paid;
- (ii) such successor owner assumes and agrees to be bound by this Agreement; and

(iii) provided that Company remain bound by all of the terms of this Agreement unless the County and City consent in writing to release Company, which consent may not be unreasonably withheld.

In such an event, the Company or the Company's assignee, as the case may be, will provide written notice to the other party of such assignment or pledge as promptly as practicable. The City and the County shall execute and deliver and furnish such consents, documents, certificates, and other instruments and information which any lender or financing party may reasonably request as a condition to the financing or refinancing of such Project, provided that such items are not inconsistent with applicable law or the provisions of this Agreement. Except as set forth in this Article 6, neither this Agreement nor any rights under this Agreement, in whole or in part, shall be assignable or otherwise transferable by any party without the express written consent of the other Parties, and any attempt by any Party to assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties, shall be null and void.

**6.2 Change in Law.** The Parties acknowledge that, due to the length of the Agreement's term, state laws and regulations, including the statutes and administrative rules relating to SIP and ad valorem property taxation, may be enacted, repealed, amended or substantially affected by court cases, and that such legal changes may materially alter the authority, rights or responsibilities of the Parties or the benefits anticipated under this Agreement, prior to its expiration. In the event that a change occurs that invalidates or substantially impacts this Agreement, the Parties agree to take such action as reasonably necessary, including, but limited to amending this Agreement or entering into a separate agreement, to preserve and retain the substantive arrangement and relative and analogous rights, duties, responsibilities and obligations of the Parties reflected in this Agreement. If the Parties are unable to come to terms within ninety (90) days, the Parties will select a professional mediator and in good faith participate in negotiations for not less than ninety (90) days. The Parties will equally split mediator expenses. If the Parties remain unable to come to terms on a successor agreement, the Parties will in good faith and with the assistance of the mediator negotiate and effectuate a winding down and termination of this Agreement.

## **ARTICLE VII REPRESENTATIONS AND WARRANTIES**

**7.1 Representations and Warranties of the Company.** The Company represents and warrants to the City and the County as follows:

**7.1.1 Organization.** The Company is a Corporation, duly organized, validly existing, and in good standing under the laws of the State of Delaware.

**7.1.2 Authority.** The Company has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

**7.1.3 Binding Obligation.** This Agreement is the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as

enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

7.1.4 **No Conflicts.** The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations under this Agreement will not: (a) conflict with the Company's organizational documents; (b) breach any agreement to which the Company is a party, or give any person the right to accelerate any obligation of the Company; (c) violate any law, judgment, or order to which the Company is subject; or (d) require the consent, authorization, or approval of any person, including, but not limited to, any governmental body.

7.2 **Representations and Warranties of the City.** The City represents and warrants to the Company as follows:

7.2.1 **Organization.** The City is a municipal corporation of the State of Oregon duly organized and validly existing under the laws of the State of Oregon.

7.2.2 **Authority.** The City has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. True and correct copies of the resolutions of the City authorizing the City to enter into this Agreement are attached hereto as Exhibit C.

7.2.3 **Binding Obligation.** This Agreement is the legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

7.2.4 **No Conflicts.** The execution and delivery of this Agreement by the City and the performance by the City of its obligations under this Agreement will not: (a) conflict with the City's charter or any other organizational documents; (b) breach any agreement to which the City is a party, or give any person the right to accelerate any obligation to the City; (c) violate any law, judgment, or order to which the City is subject; or (d) require the consent, authorization, or approval of any person, including, but not limited to, any governmental body (other than the City or County).

7.2.5 **Ethics Laws.** This Agreement is in accordance with all relevant government ethics laws. The City is aware and acknowledges that the Company may be a vendor and/or lobbyist employer, and Company employees may be registered lobbyists. This Agreement shall not prevent the Company from supplying products or services to the City under any future request for proposal or contract.

7.3 **Representations and Warranties of the County.** The County represents and warrants to the Company as follows:

7.3.1 **Organization.** The County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon.



7.3.2 **Authority.** The County has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. True and correct copies of the resolutions of the County authorizing the County to enter into this Agreement are attached hereto as Exhibit D.

7.3.3 **Binding Obligation.** This Agreement is the legal, valid, and binding obligation of the County, enforceable against the County in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

7.3.4 **No Conflicts.** The execution and delivery of this Agreement by the County and the performance by the County of its obligations under this Agreement will not: (a) conflict with the County's organizational documents; (b) breach any agreement to which the County is a party, or give any person the right to accelerate any obligation to the County; (c) violate any law, judgment, or order to which the County is subject; or (d) require the consent, authorization, or approval of any person, including, but not limited to, any governmental body (other than the City or County).

7.5 **Ethics Laws.** This Agreement is in accordance with all relevant government ethics laws. The County is aware and acknowledges that the Company may be a vendor and/or lobbyist employer, and Company employees may be registered lobbyists. This Agreement shall not prevent the Company from supplying products or services to the County under any future request for proposal or contract.

## **ARTICLE VIII MISCELLANEOUS**

8.1 **Notices.** Each notice or other communication provided under this Agreement (i) must be in writing, (ii) must be delivered to the recipient in person, by courier or certified mail, return receipt requested, or by facsimile or other electronic transmission at the addresses set forth below, and (iii) is effective upon receipt by the Party receiving it.

If to the County, to:

Crook County  
ATTN: County Judge  
300 NE Third Street  
Prineville, Oregon 97754

If to the City, to:

City of Prineville  
ATTN: City Manager  
387 NE Third Street  
Prineville, OR 97754

If to the Company, to:  
2201 Cooperative Way, Suite 400  
Hendon, Virginia 20171  
Attn: Legal Department

8.2 **Headings.** Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.3 **Waivers.** No waiver made by any Party with respect to the performance, or manner or time thereof, of any obligation of a Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No waiver by any Party of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

8.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

8.5 **Entire Agreement.** This Agreement is the entire agreement between the City, the County, and the Company with respect to the subject matter of this Agreement. There is no other oral or written agreement between the City, the County, and the Company with respect to the subject matter of this Agreement. There are no representations or warranties made by either the City, the County, or the Company, implied or express, other than those contained in this Agreement.

8.6 **Attorneys' Fees.** In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, each Party shall bear its own attorney fees, expenses, costs, and disbursements for said suit, action, arbitration, or other proceeding. This provision shall cover costs and attorneys' fees related to or with respect to proceeding in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

8.7 **Time of the Essence.** Time is of the essence of this Agreement.

8.8 **Severability.** If any clause, sentence, or other portion of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

8.9 **Amendments.** This Agreement may not be amended unless such amendment is in writing and executed by the City, the County, and the Company.

8.10 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

8.11 **Calculation of Time.** All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on a Saturday, Sunday, or legal holiday in the State of Oregon, the period shall be extended to include the next day which is not a Saturday, Sunday, or such a holiday.

8.12 **Construction.** In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

8.13 **Further Assurances.** At any time from and after the date of this Agreement, at any Party's request and without further consideration, the Party receiving the request shall take all such further actions, and shall execute and deliver all such further instruments or documents, as the requesting Party may reasonably request to carry out and fulfill the transactions contemplated by this Agreement, provided that such requested action may not be inconsistent with applicable law or the provisions of this Agreement. Without limiting the foregoing, within two weeks after the Effective Date, the County and City shall request that the OBDC determine whether the property in the Project qualifies for receipt of the tax exemption in ORS 307.123.

8.14 **Place of Enforcement.** Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Crook County, or the United States District Court for the District of Oregon division which includes the Project Site.

8.15 **Good Faith and Reasonableness.** The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a Party being given "sole discretion" or being allowed to make a decision in its "sole judgment."

8.16 **No Third-Party Beneficiaries.** City, County, and Company and their successors and assigns are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8.17 **Right to Contest Assessments.** Nothing in this Agreement shall limit or restrict the Company from challenging the real market value, maximum assessed value, or other value of any property, or the amount that is or would, but for any exemption, be due for property taxes in the same manner as any other taxpayer pursuant to Oregon law.

8.18 **Confidentiality.** The Parties will to the maximum extent permitted by law: (a) consider the content and nature of discussions culminating in this Agreement, and documentation and information prepared or provided to verify compliance with the terms of this Agreement and the property tax exemption (including but not limited to the notices, reports, information, and

documentation required pursuant to ORS 285C.615), as containing confidential commercial and financial information of Company; (b) keep the content and nature of discussions culminating in this Agreement, and documentation and information prepared or provided to verify compliance with the terms of this Agreement and the property tax exemption (including but not limited to the notices, reports, information, and documentation required pursuant to ORS 285C.615), confidential and will not, without the prior written consent of the other Parties or as may be required by law, disclose or use any information obtained in the course of this transaction other than in connection with the transaction; and (c) transmit such information only to such of its representatives who need to know the information for the sole purpose of assisting that Party in evaluating this Agreement and who agree to be bound by these terms as if a Party.

**8.19 Dispute Resolution.** Prior to any Party to this Agreement instituting any legal action, arbitration, or other proceeding of any nature regarding matters related to this Agreement against any other Party to this Agreement, the complaining Party will request the other Parties' participation in non-binding mediation, and the Parties agree to work in good faith to attempt to resolve the dispute in the course of such non-binding mediation. Requests for such non-binding mediation may be made by written notice in the manner provided for in Section 8.1. The expenses of non-binding mediation, including, without limitation of generality, costs of notice thereof, fees of the mediator and of witnesses, and the cost of taking and transcribing testimony shall be shared equally by the Parties undergoing mediation. Notwithstanding the foregoing, any Party may withdraw from such non-binding mediation at any point and, further, may decline to participate in or abstain from requesting such non-binding mediation if, in its sole discretion, doing so will adversely affect the Party's interests. If non-binding mediation fails to resolve the dispute, a Party withdraws from non-binding mediation, or a Party abstains from requesting non-binding mediation pursuant to the foregoing, then each Party may pursue any and all legal and equitable remedies available under and according to the laws of the State of Oregon and the provisions of this Agreement. In such proceeding, and in any non-binding mediation, the Parties agree to bear their own attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith.

**8.20 Duration.** This Agreement commences on the Effective Date and, unless sooner terminated as described herein, will expire on the sixtieth (60th) day after the expiration or termination of the SIP Exemption Period, with the exception of that remedies for enforcement will continue until all enforcement actions are completed.

**8.21 Termination.** This Agreement may be terminated by any Party as follows:

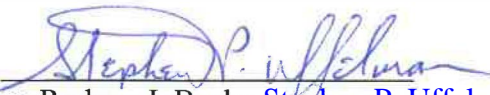
- a. Upon sixty (60) days' prior written notice if OBDC does not approve Company's application for participation in the Strategic Investment Program.
- b. Upon sixty (60) days' prior written notice in the event of a material default of this Agreement.
- c. As permitted by Section 4.4 above.

There is no right to terminate if Company fails to maintain eligibility in the Strategic Investment Program, and the loss of such eligibility does not alter Company's obligations under this Agreement. Any termination of this Agreement will not prejudice any right or obligation which accrued prior to the effective date of the termination.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below:

**City:**

**City of Prineville, Oregon**  
an Oregon municipal corporation

By:   
Name: ~~Rodney J. Beebe~~ Stephen P. Uffelman  
Its Mayor Council President

Date: April 26, 2022

**County**

**Crook County, Oregon**  
an Oregon subdivision

By: \_\_\_\_\_  
Name: Seth Crawford  
Its: County Judge

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jerry Brummer  
Its: County Commissioner

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Brian Barney  
Its: County Commissioner

Date: \_\_\_\_\_



**Company**

**Name**

EdgeConneX, Inc.

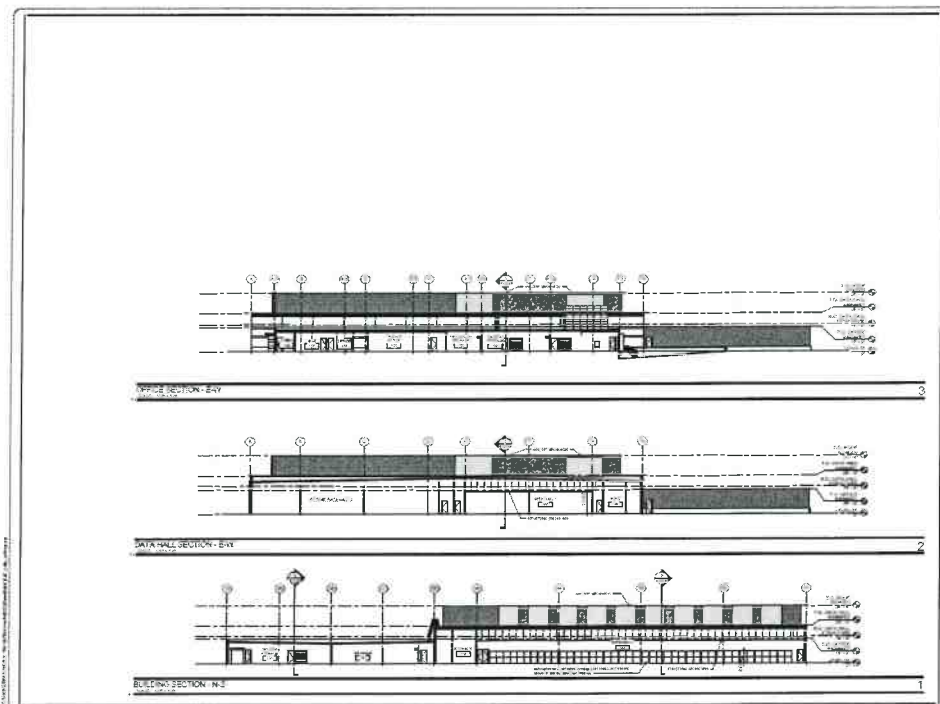
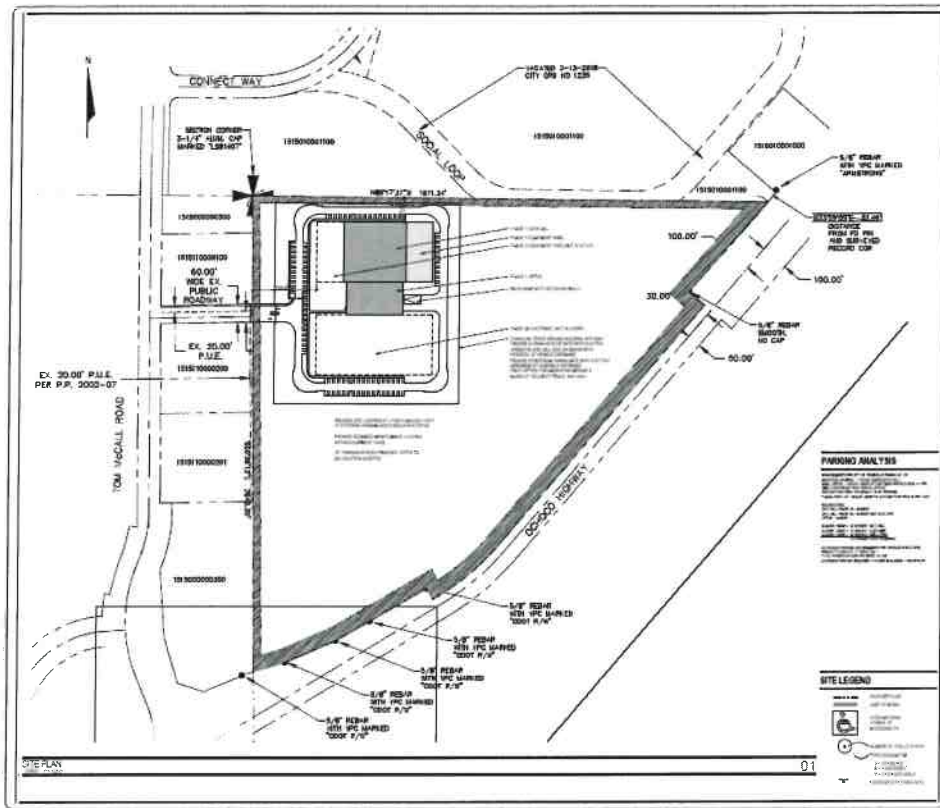
By: \_\_\_\_\_

Name: Edmund Wilson

Its: Chief Operating Officer

Date: \_\_\_\_\_

Exhibit A  
Project Site Description



**Exhibit B**  
**Real Estate Description**

Located in Crook County, Oregon:

**TRACT I**

Parcel 3 of Partition Plat No. 1996-03 Recorded January 29, 1996 in Partitions Microfilm No. 125405, Records of Crook County, Oregon, Located in the Northwest quarter of Section 12, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH that portion of vacated SW Social Loop adjoining that inured thereto by Ordinance No. 1235, Recorded in the Crook County Deed Records, as Instrument No. 2018-289253.

EXCEPTING therefrom all that portion lying within Baldwin Road Industrial Park Subdivision recorded April 25, 1996, as Microfilm No. 127020.

ALSO save and except that portion conveyed to the City of Prineville by Deed recorded December 9, 2011, as Instrument No. 2011-249853, Records of Crook County, Oregon.

ALSO save and except that portion conveyed to the State of Oregon, by and through its Department of Transportation, by Deed recorded August 10, 2017, as Instrument No. 2017-282079, Records of Crook County, Oregon.

**TRACT II**

A tract of land lying in Section 12, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon, described as follows; Beginning at a point 949 feet South and 335 feet East of the section corner common to Sections 1, 2, 11 and 12, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon; thence South 200 feet; thence South 45° East 378 feet; thence East 119 feet; thence North 317 feet; thence North 45° West 212 feet; thence West 236 feet more or less, to the place of beginning.