

From: [Clark Bixler](#)
To: [Patrick Brown](#); [Austin Shufflebarger](#)
Cc: [Sebastian Grunebaum](#); [Spencer Holshouser](#); [Mark A. Castellano](#)
Subject: Clean Cloud Meeting
Date: Monday, December 15, 2025 4:15:27 PM
Attachments: [image001.png](#)

Patrick,

Would you and Austin have availability to speak at any of the times listed below?

- Tuesday, December 16th
 - 1-2pm CST
 - 3:30-4:30pm CST
- Wednesday, December 17th
 - 11am-12pm CST
 - 3-4pm CST
- Thursday, December 18th
 - 10-11am CST

Clark Bixler

Director of Development



C: + [REDACTED]
E: c.bixler@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: [Austin Shufflebarger](#)
To: ["Clark Bixler"](#)
Cc: [Leslie Farmer](#); [Patrick Brown](#); [Steven Lucas](#); [Abby Heckman](#)
Subject: RE: 2026 Check In
Date: Monday, January 12, 2026 4:00:00 PM
Attachments: [image001.png](#)
[image002.png](#)

Great hearing from you!

That's all good news to hear and we look forward to hearing more.

Our NDAs should be on your way, getting our legal advisor to review and collecting them during the holidays was a bit hectic of a process.

In regard to the school, we have a great relationship with them so hopefully we'll be able to return the good news on that front.

In terms of engaging the community, once we have the school's stance locked in, we'll figure that out immediately after.

Let us know if you want to schedule any kind of call or meeting to catch up.

Thanks again!

From: Clark Bixler <c.bixler@cleanclooudenergy.com>
Sent: Monday, January 12, 2026 3:53 PM
To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Cc: Leslie Farmer <l.farmer@cleanclooudenergy.com>; Patrick Brown <pbrown@mahomet-il.gov>; Steven Lucas <s.lucas@cleanclooudenergy.com>
Subject: RE: 2026 Check In

Hi Austin,

Thanks for reaching out. We're certainly advancing development on our end and are optimistic for the project.

I believe the items we're waiting on from the Village are the NDA and the Annexation Agreement. I don't think we've received the NDA back yet and have not seen the Annexation Agreement from the attorney for the Village. I spoke with Patrick at the end of last week so there is a chance that status could have changed earlier today and I just hadn't seen that yet. If you could support advancing those documents that would help us keep moving the project forward.

Again, I discussed this with Patrick when we talked on the phone but to loop both teams in, it would be

valuable for us to understand where the Mahomet-Seymour School District is in terms of receiving state funding aid. This would help us understand what tax benefits the project would provide to the school (i.e. provide tax benefits above the state aid threshold or replace the state aid with our taxes but not increase total tax receipts of the district).

Our goal is still to enter the NDA, work together on the annexation agreement, and also put a plan in place to engage the community at the right time.

Let me know if you have any questions or if there is anything you are needing from us. Thanks

Clark Bixler

Director of Development



C: [REDACTED]
E: c.bixler@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Sent: Monday, January 12, 2026 2:11 PM

To: Clark Bixler <c.bixler@cleancloudenergy.com>

Cc: Leslie Farmer <l.farmer@cleancloudenergy.com>; Patrick Brown <pbrown@mahomet-il.gov>

Subject: 2026 Check In

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Good afternoon,

I hope that you had a great holiday season and good new year!

It's slowly starting to warm up here in IL, but I think it's just trying to trick us into thinking Spring is here before dipping back down.

Now that we've been able to get back into our routine, I just wanted to touch base and see how everything is going.

Let us know if you have any questions or if there is anything we can do for you.

Thanks!



AUSTIN SHUFFLEBARGER
Economic Development Specialist



217.586.4456 ext. 122 (O)



ashufflebarger@mahomet-il.gov



Mahomet-il.gov
ChooseMahomet.com

From: [Leslie Farmer](#)
To: [Patrick Brown](#); [Abby Heckman](#)
Cc: [Austin Shufflebarger](#); [Clark Bixler](#); [Steven Lucas](#)
Subject: RE: Clean Cloud Energy NDA
Date: Friday, December 12, 2025 12:08:54 PM
Attachments: [image001.png](#)
[image002.png](#)

Thanks for doing that, Patrick. I just sent a Teams meeting invitation to all of you, hopefully that time on Tues still works.

Have a great weekend!

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Patrick Brown <pbrown@mahomet-il.gov>
Sent: Thursday, December 11, 2025 3:22 PM
To: Leslie Farmer <l.farmer@cleancloudenergy.com>; Abby Heckman <aheckman@mahomet-il.gov>
Cc: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; Clark Bixler <c.bixler@cleancloudenergy.com>; Steven Lucas <s.lucas@cleancloudenergy.com>
Subject: RE: Clean Cloud Energy NDA

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Leslie

I checked Abby's schedule since she is out rest of this week and Monday. Looks like Tuesday at 2 PM would work for us. Make sure I am on that meeting as well and Austin.



PATRICK J BROWN
Village Administrator

☎ 217.586.4456 ext.116 (O)
217.621.2602 (C)

✉ pbrown@mahomet-il.gov

🌐 Mahomet-il.gov
ChooseMahomet.com

From: Leslie Farmer <l.farmer@cleancloudenergy.com>

Sent: Thursday, December 11, 2025 10:12 AM

To: Abby Heckman <aheckman@mahomet-il.gov>; Patrick Brown <pbrown@mahomet-il.gov>

Cc: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; Clark Bixler <c.bixler@cleancloudenergy.com>; Steven Lucas <s.lucas@cleancloudenergy.com>

Subject: Clean Cloud Energy NDA

Good morning,

Thanks again for meeting with us this week! We're excited to work with you on the Rising Edge DC. I spoke internally with my team and we decided an NDA is our best path forward until ready to proceed with the Annexation Agreement; thus, our internal legal counsel, Steven Lucas, put together a draft NDA for your review. Please see attached a word version for any changes you may wish to make, as well as a PDF ready to sign if you're comfortable with it as is.

Separately, I would like to set up a meeting with Abby to discuss the ins and outs of annexation and permitting our project. I know you're busy the remainder of this week so I've included some dates and times next week for a Teams call below.

Steven and my availability next week:

- Mon, Dec 15
 - 10am-1pm
 - 2-3pm
- Tues, Dec 16th
 - 1pm-4pm
- Wed, Dec 17th
 - 10am-4pm

Have a great rest of your week.

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]
E: L.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: [Leslie Farmer](#)
To: [Patrick Brown](#); [Abby Heckman](#)
Cc: [Austin Shufflebarger](#); [Clark Bixler](#); [Steven Lucas](#)
Subject: RE: Clean Cloud Energy NDA
Date: Friday, December 12, 2025 12:08:54 PM
Attachments: [image001.png](#)
[image002.png](#)

Thanks for doing that, Patrick. I just sent a Teams meeting invitation to all of you, hopefully that time on Tues still works.

Have a great weekend!

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Patrick Brown <pbrown@mahomet-il.gov>
Sent: Thursday, December 11, 2025 3:22 PM
To: Leslie Farmer <l.farmer@cleancloudenergy.com>; Abby Heckman <aheckman@mahomet-il.gov>
Cc: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; Clark Bixler <c.bixler@cleancloudenergy.com>; Steven Lucas <s.lucas@cleancloudenergy.com>
Subject: RE: Clean Cloud Energy NDA

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Leslie

I checked Abby's schedule since she is out rest of this week and Monday. Looks like Tuesday at 2 PM would work for us. Make sure I am on that meeting as well and Austin.



PATRICK J BROWN
Village Administrator

☎ 217.586.4456 ext.116 (O)
217.621.2602 (C)

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🌐 Mahomet-il.gov
ChooseMahomet.com

From: Leslie Farmer <l.farmer@cleancloudenergy.com>

Sent: Thursday, December 11, 2025 10:12 AM

To: Abby Heckman <aheckman@mahomet-il.gov>; Patrick Brown <pbrown@mahomet-il.gov>

Cc: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; Clark Bixler <c.bixler@cleancloudenergy.com>; Steven Lucas <s.lucas@cleancloudenergy.com>

Subject: Clean Cloud Energy NDA

Good morning,

Thanks again for meeting with us this week! We're excited to work with you on the Rising Edge DC. I spoke internally with my team and we decided an NDA is our best path forward until ready to proceed with the Annexation Agreement; thus, our internal legal counsel, Steven Lucas, put together a draft NDA for your review. Please see attached a word version for any changes you may wish to make, as well as a PDF ready to sign if you're comfortable with it as is.

Separately, I would like to set up a meeting with Abby to discuss the ins and outs of annexation and permitting our project. I know you're busy the remainder of this week so I've included some dates and times next week for a Teams call below.

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 - 10am-1pm
 - 2-3pm
- Tues, Dec 16th
 - 1pm-4pm
- Wed, Dec 17th
 - 10am-4pm

Have a great rest of your week.

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]
E: L.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: [Patrick Brown](#)
To: [Clark Bixler](#); [Austin Shufflebarger](#)
Cc: [Sebastian Grunebaum](#); [Spencer Holshouser](#); [Mark A. Castellano](#)
Subject: RE: Clean Cloud Meeting
Date: Monday, December 15, 2025 4:41:56 PM
Attachments: [image002.png](#)
[image003.png](#)

Let do Wednesday 11-12



PATRICK J BROWN
Village Administrator

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From: Clark Bixler <c.bixler@cleancloudenergy.com>
Sent: Monday, December 15, 2025 4:15 PM
To: Patrick Brown <pbrown@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Cc: Sebastian Grunebaum <s.grunebaum@cleancloudenergy.com>; Spencer Holshouser <s.holshouser@cleancloudenergy.com>; Mark A. Castellano <m.castellano@cleancloudenergy.com>
Subject: Clean Cloud Meeting

Patrick,

Would you and Austin have availability to speak at any of the times listed below?

- Tuesday, December 16th
 - 1-2pm CST
 - 3:30-4:30pm CST
- Wednesday, December 17th
 - 11am-12pm CST
 - 3-4pm CST
- Thursday, December 18th
 - 10-11am CST

Clark Bixler
Director of Development



C: + [REDACTED]
E: c.bixler@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: [Austin Shufflebarger](#)
To: ["Lauren Hays"](#)
Cc: [Patrick Brown](#)
Subject: RE: Meet w/ Data Center Team
Date: Friday, December 5, 2025 1:07:00 PM
Attachments: [image001.png](#)

Of course! I called him before I took lunch and he seemed very nice.

Thanks for gathering comments and concerns from your members, it appears that community sentiment is going to be the make or break factor for them.

From: Lauren Hays <lauren@mahometchamber.com>
Sent: Friday, December 5, 2025 11:44 AM
To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Cc: Patrick Brown <pbrown@mahomet-il.gov>
Subject: Re: Meet w/ Data Center Team

I appreciate that, Austin.

Give Clark a call, he's very responsive and just mention that you and/or Patrick will take over from me as point person for the meeting and going forward.

I'll just be there Tuesday to get ahead of any questions that might come from our members.

Thanks for jumping on this!

LAUREN HAYS
Interim Executive Director



[Mahomet Area Chamber of Commerce](#)

Phone: 217-586-3165

601 E. Main St. #105, Mahomet, IL 61853

From: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Date: Friday, December 5, 2025 at 11:38 AM
To: Lauren Hays <lauren@mahometchamber.com>
Cc: Patrick Brown <pbrown@mahomet-il.gov>
Subject: RE: Meet w/ Data Center Team

Good morning,

Thank you for setting up the meeting and forwarding this information.

Yes, we should be able to facilitate all of those meetings.

Your current support has been more than enough, and we are very appreciative! If you would like, I can take over from here and be the point of contact along with Patrick.

From: Lauren Hays <lauren@mahometchamber.com>
Sent: Friday, December 5, 2025 10:53 AM
To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Subject: Re: Meet w/ Data Center Team

Hey Austin,

That sounds great. I'll get a calendar invite made and sent over to you both. Clark's contact info is below.

Clark Bixler
Director of Development
Clean Cloud Energy


Additionally, he mentioned he would be interested in having Jason in the meeting to get the perspective of the board on some potential benefits they might be able to offer the Village. Not sure Jason's schedule. He also is looking to speak with Dr. Lee over at the school to get their perspective in either the same or a separate meeting.

Is connecting with them both something you could help facilitate? Clark mentioned he tried calling but didn't get a response.

Clark and his team are in town Tuesday and Wednesday of next week. They are trying to squeeze in as many meetings as possible. I am slammed with Village Christmas right now otherwise I could offer more support on this.

Let me know!

LAUREN HAYS

Interim Executive Director



[Mahomet Area Chamber of Commerce](#)

Phone: 217-586-3165

601 E. Main St. #105, Mahomet, IL 61853

From: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Date: Thursday, December 4, 2025 at 4:44 PM

To: Lauren Hays <lauren@mahometchamber.com>

Cc: Patrick Brown <pbrown@mahomet-il.gov>

Subject: RE: Meet w/ Data Center Team

Good evening,

Patrick and I would love to join you at 9, we think that would be great.

We would appreciate if you could forward us their contact information as well because they'll need to meet with our planning team at some point, and we'd like to be proactive in scheduling that.

Thanks again!

From: Lauren Hays <lauren@mahometchamber.com>

Sent: Thursday, December 4, 2025 3:36 PM

To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Subject: Meet w/ Data Center Team

Hi Austin,

I got a call from an out of state team planning to build a data center over at Rising. They're coming into town next week and want to meet on Tuesday at 9 to talk about their project and try to get ahead of questions that may arise.

I mentioned you should likely be included in the meeting. Not sure if Patrick would need/want to be there as well. I went ahead and confirmed the time at my office next week but said I would let them know if we needed to change times.

Let me know if you're available!

Sincerely,

LAUREN HAYS

Interim Executive Director



[Mahomet Area Chamber of Commerce](#)

Phone: 217-586-3165

601 E. Main St. #105, Mahomet, IL 61853

From: [Patrick Brown](#)
To: [Leslie Farmer](#); [Abby Heckman](#); [Austin Shufflebarger](#); jchamley@efbclaw.com
Cc: [Steven Lucas](#); [Clark Bixler](#)
Subject: RE: Rising Edge Data Center annexation draft redlines
Date: Thursday, September 3, 2026 2:35:17 PM
Attachments: [image002.png](#)
[image003.png](#)

We should have a review done next week.



PATRICK J BROWN
Village Administrator

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✉ pbrown@mahomet-il.gov

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From: Leslie Farmer <l.farmer@cleancloudenergy.com>
Sent: Tuesday, September 1, 2026 11:26 AM
To: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com
Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>
Subject: RE: Rising Edge Data Center annexation draft redlines

Hi all,

I hope you've been doing well. It's been a little while since I last reached out, so I wanted to follow up regarding the status of your review of the annexation agreement.

Please let me know if you have any questions regarding our proposed changes, or if it would be helpful to schedule another call to discuss any specific items in greater detail.

Thank you,

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Leslie Farmer
Sent: Friday, July 31, 2026 2:31 PM
To: 'Patrick Brown' <pbrown@mahomet-il.gov>; 'Abby Heckman' <aheckman@mahomet-il.gov>; 'Austin Shufflebarger' <ashufflebarger@mahomet-il.gov>; 'jchamley@efbclaw.com' <jchamley@efbclaw.com>
Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>
Subject: RE: Rising Edge Data Center annexation draft redlines

Hi all,

We've revised Section 6, Water Improvements, per the discussion from our last meeting. In addition, I deleted Section 5(f) as we expanded upon the reuse of reclaimed water in Section 6. We understand there were additional items discussed that will still need to be changed in upcoming draft versions, but we didn't want to change too much while you're in mid-review. Thus, the remainder of the document, attached, does not have any new changes since the last draft we sent you on 7.2.

Please let us know if you'd like to discuss.

Thank you and have a great weekend!

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]
E: L.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Leslie Farmer
Sent: Thursday, July 2, 2026 8:36 AM
To: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com
Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>
Subject: Rising Edge Data Center annexation draft redlines

Hi all,

CCE has completed its review of the draft Annexation and Development Agreement and has attached our proposed redlines for your consideration.

We recognize that we've suggested a number of revisions and expect that several of them will benefit from further discussion. When your team has had an opportunity to review the redlines, please let us know your availability for a Teams meeting so we can walk through the proposed changes together.

Thank you for the time and effort your team has invested in preparing such a comprehensive agreement. We appreciate your collaboration and look forward to continuing to work together to move the project forward.

Thank you,

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: [Leslie Farmer](#)
To: [Patrick Brown](#); [Abby Heckman](#); [Austin Shufflebarger](#); jchamley@efbclaw.com
Cc: [Steven Lucas](#); [Clark Bixler](#)
Subject: RE: Rising Edge Data Center annexation draft redlines
Date: Tuesday, September 1, 2026 11:26:42 AM
Attachments: [image001.png](#)

Hi all,

I hope you've been doing well. It's been a little while since I last reached out, so I wanted to follow up regarding the status of your review of the annexation agreement.

Please let me know if you have any questions regarding our proposed changes, or if it would be helpful to schedule another call to discuss any specific items in greater detail.

Thank you,

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Leslie Farmer
Sent: Friday, July 31, 2026 2:31 PM
To: 'Patrick Brown' <pbrown@mahomet-il.gov>; 'Abby Heckman' <aheckman@mahomet-il.gov>; 'Austin Shufflebarger' <ashufflebarger@mahomet-il.gov>; 'jchamley@efbclaw.com' <jchamley@efbclaw.com>
Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>
Subject: RE: Rising Edge Data Center annexation draft redlines

Hi all,

We've revised Section 6, Water Improvements, per the discussion from our last meeting. In addition, I deleted Section 5(f) as we expanded upon the reuse of reclaimed water in Section 6. We understand there were additional items discussed that will still need to be changed in upcoming draft versions, but we didn't want to change too much while you're in mid-review. Thus, the remainder of the document, attached, does not have any new changes since the last draft we sent you on 7.2.

Please let us know if you'd like to discuss.

Thank you and have a great weekend!

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Leslie Farmer

Sent: Thursday, July 2, 2026 8:36 AM

To: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com

Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>

Subject: Rising Edge Data Center annexation draft redlines

Hi all,

CCE has completed its review of the draft Annexation and Development Agreement and has attached our proposed redlines for your consideration.

We recognize that we've suggested a number of revisions and expect that several of them will benefit from further discussion. When your team has had an opportunity to review the redlines, please let us know your availability for a Teams meeting so we can walk through the proposed changes together.

Thank you for the time and effort your team has invested in preparing such a comprehensive agreement. We appreciate your collaboration and look forward to continuing to work together to move the project forward.

Thank you,

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: [Clark Bixler](#)
To: [Austin Shufflebarger](#)
Cc: [Leslie Farmer](#)
Subject: Re: Village of Mahomet Meeting
Date: Friday, December 5, 2025 3:40:04 PM
Attachments: [image001.png](#)
[image002.png](#)
[Image.png](#)

That is perfect. Thank you. We look forward to speaking Tuesday!

Clark Bixler

Director of Development



C: + [REDACTED]
E: c.bixler@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

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From: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Sent: Friday, December 5, 2025 3:37:07 PM
To: Clark Bixler <c.bixler@cleancloudenergy.com>
Cc: Leslie Farmer <l.farmer@cleancloudenergy.com>
Subject: RE: Village of Mahomet Meeting

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No worries at all!

Patrick and I will join your meeting with Lauren at 9am. I figure this meeting will mostly be addressing your questions to the chamber, with Patrick and I filling in any gaps.

Later that day at 4pm, it will be Patrick, Abby, Jason, and I. We may include our village engineer. This will likely be more related to planning, zoning, and giving you the opportunity to ask the mayor about the board and their feelings.

Does that sound good?

From: Clark Bixler <c.bixler@cleancloudenergy.com>
Sent: Friday, December 5, 2025 3:32 PM
To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Cc: Leslie Farmer <l.farmer@cleancloudenergy.com>

Subject: Re: Village of Mahomet Meeting

Austin,

Thank you for setting this up. Just so Leslie and I are clear who will be in the 9am meeting compared to the 4pm meeting, can you confirm who will be attending each meeting?

Clark Bixler
Director of Development



C: [REDACTED]
E: c.bixler@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Sent: Friday, December 5, 2025 3:25:05 PM

To: Clark Bixler <c.bixler@cleancloudenergy.com>

Cc: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Leslie Farmer <l.farmer@cleancloudenergy.com>; Jason Tompkins <mayor@mahomet-il.gov>

Subject: RE: Village of Mahomet Meeting

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Perfect, it'll be great to meet them as well!

And no worries, whatever is convenient for you is convenient for me.

That being said, all four of us (including our mayor, Jason, who I've cc'd) can do Tuesday, 12/9 @ 4pm so long as you two are up for meeting that late. Perhaps we can go somewhere local to eat afterwards!

Also, I spoke with Lauren at the chamber, and we agreed that I would take over for her as the point of contact going forward. Don't feel dissuaded to reach out to her for anything you may need, it just works out better to have things come my way so I can reach out to whoever you may need more conveniently, should I not be able to answer your questions.

Once again, we're looking forward to meeting you as well and I hope you have a great weekend!

From: Clark Bixler <c.bixler@cleancloudenergy.com>
Sent: Friday, December 5, 2025 2:57 PM
To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Cc: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Leslie Farmer <l.farmer@cleancloudenergy.com>
Subject: Re: Village of Mahomet Meeting

Hi Austin,

Thank you for this information and the introductions. I've also included Leslie Farmer on this email, our Director of Environmental and Permitting, who will be attending the meetings next week. We're both interested in exploring the path to successfully developing a project there, the potential challenges, and how that risk can be mitigated. We will be able to address each of the topics you outlined.

Due to the meetings we have scheduled and the travel between those meetings, our remaining availability is not the most convenient during normal business hours. We could add a meeting on 12/9 at 4pm or 12/10 at 8:30am. Please let me know if either of those times would work.

Thanks again for all your help and we look forward to meeting next week.

Clark Bixler
Director of Development



C: + [REDACTED]
E: c.bixler@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Sent: Friday, December 5, 2025 2:18:33 PM
To: Clark Bixler <c.bixler@cleancloudenergy.com>
Cc: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>
Subject: Village of Mahomet Meeting

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Good afternoon!

I know we're meeting at 9 on Tuesday but we were wondering what your schedule looked like

after?

I mentioned on the phone that we'd like you to speak with our planning committee, but we would also include the mayor in that meeting so that we can address your questions and concerns together.

Additionally, some of the concerns that you'll need to address are as follows (though I'm sure you're familiar with all of them):

- The impact on the aquifer and the environment. Mahomet is in between two forest preserves, so the locals are pretty protective of those resources.
- Roughly how many jobs would this create? This is especially relevant because Mahomet has fantastic schools as a result, they have grown quickly causing crowding.
- Will this put additional strain on the village's power grid? The price of energy is rising, and people will be concerned about whether this will affect those.

Now, these are not my specific concerns, and I know that you are well researched and familiar with pushback, but these are questions that people are going to ask. I would probably emphasize the fact that you are "no smokestacks", far away from any residential areas, and that you would likely only bring a few jobs, most of which are high paying.

I have also cc'd Patrick, our village administrator, and Abby, our city planner, so that you'll have access to the relevant contacts in case you want more information.

We really appreciate you reaching out to us and trying to do your due diligence with stakeholders before coming to our village, I think that will only serve to strengthen your proposition.

Let me know if I can do anything for you in the meantime!



AUSTIN SHUFFLEBARGER
Economic Development Specialist



217.586.4456 ext. 122 (O)



ashufflebarger@mahomet-il.gov



Mahomet-il.gov
ChooseMahomet.com

RE: Clean Cloud Energy NDA

From Leslie Farmer <l.farmer@cleancloudenergy.com>

Date Tue 1/6/2026 10:38 AM

To Abby Heckman <aheckman@mahomet-il.gov>

Hi Abby,

I think we're ok for now – we had that call on Dec 16th to understand the general path forward. The only major outstanding item on our end is the NDA. Let us know if you have questions about it.

Thanks!

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Abby Heckman <aheckman@mahomet-il.gov>

Sent: Tuesday, January 6, 2026 8:49 AM

To: Leslie Farmer <l.farmer@cleancloudenergy.com>

Subject: Re: Clean Cloud Energy NDA

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hello Leslie,

I apologize for the late reply. I was out of the office quite a bit over the last couple weeks. I hope you had a nice holiday and a happy new year.

Please let me know when you are available to schedule a call to discuss process.

Abby Heckman

From: Leslie Farmer <l.farmer@cleancloudenergy.com>

Sent: Thursday, December 11, 2025 10:11 AM

To: Abby Heckman <aheckman@mahomet-il.gov>; Patrick Brown <pbrown@mahomet-il.gov>

Cc: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; Clark Bixler <c.bixler@cleancloudenergy.com>; Steven Lucas <s.lucas@cleancloudenergy.com>

Subject: Clean Cloud Energy NDA

Good morning,

Thanks again for meeting with us this week! We're excited to work with you on the Rising Edge DC. I spoke internally with my team and we decided an NDA is our best path forward until ready to proceed with the Annexation Agreement; thus, our internal legal counsel, Steven Lucas, put together a draft NDA for your review. Please see attached a word version for any changes you may wish to make, as well as a PDF ready to sign if you're comfortable with it as is.

Separately, I would like to set up a meeting with Abby to discuss the ins and outs of annexation and permitting our project. I know you're busy the remainder of this week so I've included some dates and times next week for a Teams call below.

Steven and my availability next week:

- Mon, Dec 15
 - 10am-1pm
 - 2-3pm
- Tues, Dec 16th
 - 1pm-4pm
- Wed, Dec 17th
 - 10am-4pm

Have a great rest of your week.

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]

E: l.farmer@cleancloudenergy.com

W: www.cleancloudenergy.com

Austin TX | New York NY

Re: Clean Cloud Energy NDA

From Abby Heckman <aheckman@mahomet-il.gov>
Date Tue 1/6/2026 8:49 AM
To Leslie Farmer <l.farmer@cleancloudenergy.com>

Hello Leslie,

I apologize for the late reply. I was out of the office quite a bit over the last couple weeks. I hope you had a nice holiday and a happy new year.

Please let me know when you are available to schedule a call to discuss process.

Abby Heckman

From: Leslie Farmer <l.farmer@cleancloudenergy.com>
Sent: Thursday, December 11, 2025 10:11 AM
To: Abby Heckman <aheckman@mahomet-il.gov>; Patrick Brown <pbrown@mahomet-il.gov>
Cc: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; Clark Bixler <c.bixler@cleancloudenergy.com>; Steven Lucas <s.lucas@cleancloudenergy.com>
Subject: Clean Cloud Energy NDA

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Thanks again for meeting with us this week! We're excited to work with you on the Rising Edge DC. I spoke internally with my team and we decided an NDA is our best path forward until ready to proceed with the Annexation Agreement; thus, our internal legal counsel, Steven Lucas, put together a draft NDA for your review. Please see attached a word version for any changes you may wish to make, as well as a PDF ready to sign if you're comfortable with it as is.

Separately, I would like to set up a meeting with Abby to discuss the ins and outs of annexation and permitting our project. I know you're busy the remainder of this week so I've included some dates and times next week for a Teams call below.

Steven and my availability next week:

- Mon, Dec 15
 - 10am-1pm
 - 2-3pm
- Tues, Dec 16th
 - 1pm-4pm
- Wed, Dec 17th
 - 10am-4pm

Have a great rest of your week.

Leslie Farmer
Director of Environmental and Permitting



C: - [REDACTED]
E: l.farmer@cleancloenergy.com
W: www.cleancloenergy.com
Austin TX | New York NY

RE: 2026 Check In

From Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Date Mon 1/12/2026 4:00 PM

To Clark Bixler <c.bixler@cleanclooudenergy.com>

Cc Leslie Farmer <l.farmer@cleanclooudenergy.com>; Patrick Brown <pbrown@mahomet-il.gov>; Steven Lucas <s.lucas@cleanclooudenergy.com>; Abby Heckman <aheckman@mahomet-il.gov>

Great hearing from you!

That's all good news to hear and we look forward to hearing more.

Our NDAs should be on your way, getting our legal advisor to review and collecting them during the holidays was a bit hectic of a process.

In regard to the school, we have a great relationship with them so hopefully we'll be able to return the good news on that front.

In terms of engaging the community, once we have the school's stance locked in, we'll figure that out immediately after.

Let us know if you want to schedule any kind of call or meeting to catch up.

Thanks again!

From: Clark Bixler <c.bixler@cleanclooudenergy.com>

Sent: Monday, January 12, 2026 3:53 PM

To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Cc: Leslie Farmer <l.farmer@cleanclooudenergy.com>; Patrick Brown <pbrown@mahomet-il.gov>; Steven Lucas <s.lucas@cleanclooudenergy.com>

Subject: RE: 2026 Check In

Hi Austin,

Thanks for reaching out. We're certainly advancing development on our end and are optimistic for the project.

I believe the items we're waiting on from the Village are the NDA and the Annexation Agreement. I don't think we've received the NDA back yet and have not seen the Annexation Agreement from the attorney for the Village. I spoke with Patrick at the end of last week so there is a chance that status could have changed earlier today and I just hadn't seen that yet. If you could support advancing those documents that would help us keep moving the project forward.

Again, I discussed this with Patrick when we talked on the phone but to loop both teams in, it would be valuable for us to understand where the Mahomet-Seymour School District is in terms of receiving state funding aid. This would help us understand what tax benefits the project would provide to the school (i.e. provide tax benefits above the state aid threshold or replace the state aid with our taxes but not increase total tax receipts of the district).

Our goal is still to enter the NDA, work together on the annexation agreement, and also put a plan in place to engage the community at the right time.

Let me know if you have any questions or if there is anything you are needing from us. Thanks

Clark Bixler

Director of Development



C: + [REDACTED]
E: c.bixler@cleanclooudenergy.com
W: www.cleanclooudenergy.com
Austin TX | New York NY

From: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Sent: Monday, January 12, 2026 2:11 PM

To: Clark Bixler <c.bixler@cleanclooudenergy.com>

Cc: Leslie Farmer <l.farmer@cleanclooudenergy.com>; Patrick Brown <pbrown@mahomet-il.gov>

Subject: 2026 Check In

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Good afternoon,

I hope that you had a great holiday season and good new year!

It's slowly starting to warm up here in IL, but I think it's just trying to trick us into thinking Spring is here before dipping back down.

Now that we've been able to get back into our routine, I just wanted to touch base and see how everything is going.

Let us know if you have any questions or if there is anything we can do for you.

Thanks!



AUSTIN SHUFFLEBARGER
Economic Development Specialist



217.586.4456 ext. 122 (O)



ashufflebarger@mahomet-il.gov



Mahomet-il.gov
ChooseMahomet.com

Rising Edge Data Center annexation draft redlines

From Leslie Farmer <l.farmer@cleancloudenergy.com>

Date Thu 7/2/2026 8:37 AM

To Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com <jchamley@efbclaw.com>

Cc Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>

 1 attachment (117 KB)

DRAFT_Annexation Development Agreement 06.30.2026_CCE.docx;

Hi all,

CCE has completed its review of the draft Annexation and Development Agreement and has attached our proposed redlines for your consideration.

We recognize that we've suggested a number of revisions and expect that several of them will benefit from further discussion. When your team has had an opportunity to review the redlines, please let us know your availability for a Teams meeting so we can walk through the proposed changes together.

Thank you for the time and effort your team has invested in preparing such a comprehensive agreement. We appreciate your collaboration and look forward to continuing to work together to move the project forward.

Thank you,

Leslie Farmer

Director of Environmental and Permitting



C: + 
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

FW: Village of Mahomet Annexation & Development Agreement

Organizer	Clark Bixler <c.bixler@cleancloudenergy.com>
Meeting time	This event occurred 2 months ago (Fri 7/17/2026 9:00 AM - 10:00 AM)
Location	Microsoft Teams Meeting
My response	Accepted
Required attendees	Clark Bixler, Joseph Chamley, Jason Tompkins, William Schriver, Abby Heckman, Austin Shufflebarger, Steven Lucas, Leslie Farmer, Spencer Holshouser, Patrick Brown
Message sent	Thu 7/9/2026 4:20 PM

-----Original Appointment-----

From: Clark Bixler <c.bixler@cleancloudenergy.com>

Sent: Thursday, July 9, 2026 2:32 PM

To: Clark Bixler; Steven Lucas; Leslie Farmer; Spencer Holshouser; Patrick Brown

Subject: Village of Mahomet Annexation & Development Agreement

When: Friday, July 17, 2026 9:00 AM-10:00 AM (UTC-06:00) Central Time (US & Canada).

Where: Microsoft Teams Meeting

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/291950694210859?p=KHNE99BHwkwKa1mZG>

Meeting ID: 291 950 694 210 859

Passcode: 3t2ky9zj

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 469-677-9661,,656164833#](#) United States, Dallas

[Find a local number](#)

Phone conference ID: 656 164 833#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

RE: Rising Edge Data Center annexation draft redlines

From Leslie Farmer <l.farmer@cleancloudenergy.com>

Date Fri 7/31/2026 2:32 PM

To Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com <jchamley@efbclaw.com>

Cc Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>

 1 attachment (121 KB)

DRAFT_Annexation Development Agreement 07.31.2026_CCE.docx;

Hi all,

We've revised Section 6, Water Improvements, per the discussion from our last meeting. In addition, I deleted Section 5(f) as we expanded upon the reuse of reclaimed water in Section 6. We understand there were additional items discussed that will still need to be changed in upcoming draft versions, but we didn't want to change too much while you're in mid-review. Thus, the remainder of the document, attached, does not have any new changes since the last draft we sent you on 7.2.

Please let us know if you'd like to discuss.

Thank you and have a great weekend!

Leslie Farmer

Director of Environmental and Permitting



C: +
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Leslie Farmer

Sent: Thursday, July 2, 2026 8:36 AM

To: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com

Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>

Subject: Rising Edge Data Center annexation draft redlines

Hi all,

CCE has completed its review of the draft Annexation and Development Agreement and has attached our proposed redlines for your consideration.

We recognize that we've suggested a number of revisions and expect that several of them will benefit from further discussion. When your team has had an opportunity to review the redlines, please let us know your availability for a Teams meeting so we can walk through the proposed changes together.

Thank you for the time and effort your team has invested in preparing such a comprehensive agreement. We appreciate your collaboration and look forward to continuing to work together to move the project forward.

Thank you,

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]
E: l.farmer@cleancloenergy.com
W: www.cleancloenergy.com
Austin TX | New York NY

RE: Rising Edge Data Center annexation draft redlines

From Leslie Farmer <l.farmer@cleancloudenergy.com>

Date Tue 9/1/2026 11:26 AM

To Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com <jchamley@efbclaw.com>

Cc Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>

Hi all,

I hope you've been doing well. It's been a little while since I last reached out, so I wanted to follow up regarding the status of your review of the annexation agreement.

Please let me know if you have any questions regarding our proposed changes, or if it would be helpful to schedule another call to discuss any specific items in greater detail.

Thank you,

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Leslie Farmer

Sent: Friday, July 31, 2026 2:31 PM

To: 'Patrick Brown' <pbrown@mahomet-il.gov>; 'Abby Heckman' <aheckman@mahomet-il.gov>; 'Austin Shufflebarger' <ashufflebarger@mahomet-il.gov>; 'jchamley@efbclaw.com' <jchamley@efbclaw.com>

Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>

Subject: RE: Rising Edge Data Center annexation draft redlines

Hi all,

We've revised Section 6, Water Improvements, per the discussion from our last meeting. In addition, I deleted Section 5(f) as we expanded upon the reuse of reclaimed water in Section 6. We understand there were additional items discussed that will still need to be changed in upcoming draft versions, but we didn't want to change too much while you're in mid-review. Thus, the remainder of the document, attached, does not have any new changes since the last draft we sent you on 7.2.

Please let us know if you'd like to discuss.

Thank you and have a great weekend!

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Leslie Farmer

Sent: Thursday, July 2, 2026 8:36 AM

To: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com

Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>

Subject: Rising Edge Data Center annexation draft redlines

Hi all,

CCE has completed its review of the draft Annexation and Development Agreement and has attached our proposed redlines for your consideration.

We recognize that we've suggested a number of revisions and expect that several of them will benefit from further discussion. When your team has had an opportunity to review the redlines, please let us know your availability for a Teams meeting so we can walk through the proposed changes together.

Thank you for the time and effort your team has invested in preparing such a comprehensive agreement. We appreciate your collaboration and look forward to continuing to work together to move the project forward.

Thank you,

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

RE: Rising Edge Data Center annexation draft redlines

From Patrick Brown <pbrown@mahomet-il.gov>

Date Thu 9/3/2026 2:35 PM

To Leslie Farmer <l.farmer@cleanclooudenergy.com>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com <jchamley@efbclaw.com>

Cc Steven Lucas <s.lucas@cleanclooudenergy.com>; Clark Bixler <c.bixler@cleanclooudenergy.com>

We should have a review done next week.



PATRICK J BROWN
Village Administrator

☎ 217.586.4456 ext.116 (O)
217.621.2602 (C)

✉ pbrown@mahomet-il.gov

🌐 Mahomet-il.gov
ChooseMahomet.com

From: Leslie Farmer <l.farmer@cleanclooudenergy.com>

Sent: Tuesday, September 1, 2026 11:26 AM

To: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com

Cc: Steven Lucas <s.lucas@cleanclooudenergy.com>; Clark Bixler <c.bixler@cleanclooudenergy.com>

Subject: RE: Rising Edge Data Center annexation draft redlines

Hi all,

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Please let me know if you have any questions regarding our proposed changes, or if it would be helpful to schedule another call to discuss any specific items in greater detail.

Thank you,

Leslie Farmer

Director of Environmental and Permitting



C: +
E: l.farmer@cleanclooudenergy.com
W: www.cleanclooudenergy.com
Austin TX | New York NY

From: Leslie Farmer

Sent: Friday, July 31, 2026 2:31 PM

To: 'Patrick Brown' <pbrown@mahomet-il.gov>; 'Abby Heckman' <aheckman@mahomet-il.gov>; 'Austin Shufflebarger' <ashufflebarger@mahomet-il.gov>; 'jchamley@efbclaw.com' <jchamley@efbclaw.com>

Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>

Subject: RE: Rising Edge Data Center annexation draft redlines

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Thank you and have a great weekend!

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Leslie Farmer

Sent: Thursday, July 2, 2026 8:36 AM

To: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com

Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>

Subject: Rising Edge Data Center annexation draft redlines

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Thank you for the time and effort your team has invested in preparing such a comprehensive agreement. We appreciate your collaboration and look forward to continuing to work together to move the project forward.

Thank you,

Leslie Farmer

Director of Environmental and Permitting



C: + [REDACTED]
E: l.farmer@cleancloenergy.com
W: www.cleancloenergy.com
Austin TX | New York NY

Re: Village of Mahomet Meeting

From Clark Bixler <c.bixler@cleancloudenergy.com>

Date Fri 12/5/2025 2:57 PM

To Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Cc Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Leslie Farmer <l.farmer@cleancloudenergy.com>

Hi Austin,

Thank you for this information and the introductions. I've also included Leslie Farmer on this email, our Director of Environmental and Permitting, who will be attending the meetings next week. We're both interested in exploring the path to successfully developing a project there, the potential challenges, and how that risk can be mitigated. We will be able to address each of the topics you outlined.

Due to the meetings we have scheduled and the travel between those meetings, our remaining availability is not the most convenient during normal business hours. We could add a meeting on 12/9 at 4pm or 12/10 at 8:30am. Please let me know if either of those times would work.

Thanks again for all your help and we look forward to meeting next week.

Clark Bixler

Director of Development



C: +[REDACTED]
E: c.bixler@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Sent: Friday, December 5, 2025 2:18:33 PM

To: Clark Bixler <c.bixler@cleancloudenergy.com>

Cc: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>

Subject: Village of Mahomet Meeting

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Good afternoon!

I know we're meeting at 9 on Tuesday but we were wondering what your schedule looked like after?

I mentioned on the phone that we'd like you to speak with our planning committee, but we would also include the mayor in that meeting so that we can address your questions and concerns together.

Additionally, some of the concerns that you'll need to address are as follows (though I'm sure you're familiar with all of them):

- The impact on the aquifer and the environment. Mahomet is in between two forest preserves, so the locals are pretty protective of those resources.
- Roughly how many jobs would this create? This is especially relevant because Mahomet has fantastic schools as a result, they have grown quickly causing crowding.
- Will this put additional strain on the village's power grid? The price of energy is rising, and people will be concerned about whether this will affect those.

Now, these are not my specific concerns, and I know that you are well researched and familiar with pushback, but these are questions that people are going to ask. I would probably emphasize the fact that you are "no smokestacks", far away from any residential areas, and that you would likely only bring a few jobs, most of which are high paying.

I have also cc'd Patrick, our village administrator, and Abby, our city planner, so that you'll have access to the relevant contacts in case you want more information.

We really appreciate you reaching out to us and trying to do your due diligence with stakeholders before coming to our village, I think that will only serve to strengthen your proposition.

Let me know if I can do anything for you in the meantime!



AUSTIN SHUFFLEBARGER
Economic Development Specialist



217.586.4456 ext. 122 (O)



ashufflebarger@mahomet-il.gov



Mahomet-il.gov
ChooseMahomet.com

Clean Cloud Energy Meeting

Organizer Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Meeting time This event occurred 9 months ago (Tue 12/9/2025 4:00 PM - 5:00 PM)
Location Community Development Conference Room
My response Not yet responded
Required attendees Austin Shufflebarger, Patrick Brown, Leslie Farmer, Jason Tompkins, Clark Bixler, Abby Heckman
Message sent Mon 12/8/2025 10:10 AM

Conference Room @ Village Administration Building

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 236 547 145 761 30

Passcode: nz6F66Ju

For organizers: [Meeting options](#)

RE: Clean Cloud Energy NDA

From Patrick Brown <pbrown@mahomet-il.gov>

Date Thu 12/11/2025 3:21 PM

To Leslie Farmer <l.farmer@cleancloudenergy.com>; Abby Heckman <aheckman@mahomet-il.gov>

Cc Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; Clark Bixler <c.bixler@cleancloudenergy.com>; Steven Lucas <s.lucas@cleancloudenergy.com>

Leslie

I checked Abby's schedule since she is out rest of this week and Monday. Looks like Tuesday at 2 PM would work for us. Make sure I am on that meeting as well and Austin.



PATRICK J BROWN
Village Administrator

📞 217.586.4456 ext.116 (O)
217.621.2602 (C)

✉️ pbrown@mahomet-il.gov

🌐 Mahomet-il.gov
ChooseMahomet.com

From: Leslie Farmer <l.farmer@cleancloudenergy.com>

Sent: Thursday, December 11, 2025 10:12 AM

To: Abby Heckman <aheckman@mahomet-il.gov>; Patrick Brown <pbrown@mahomet-il.gov>

Cc: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; Clark Bixler <c.bixler@cleancloudenergy.com>; Steven Lucas <s.lucas@cleancloudenergy.com>

Subject: Clean Cloud Energy NDA

Good morning,

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Separately, I would like to set up a meeting with Abby to discuss the ins and outs of annexation and permitting our project. I know you're busy the remainder of this week so I've included some dates and times next week for a Teams call below.

Steven and my availability next week:

- Mon, Dec 15
 - 10am-1pm
 - 2-3pm

- Tues, Dec 16th
 - 1pm-4pm
- Wed, Dec 17th
 - 10am-4pm

Have a great rest of your week.

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

Clean Cloud Energy NDA

From Leslie Farmer <l.farmer@cleancloenergy.com>

Date Thu 12/11/2025 10:12 AM

To Abby Heckman <aheckman@mahomet-il.gov>; Patrick Brown <pbrown@mahomet-il.gov>

Cc Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; Clark Bixler <c.bixler@cleancloenergy.com>; Steven Lucas <s.lucas@cleancloenergy.com>

 2 attachments (195 KB)

Rising - NDA Mahomet 12.11.25.docx; Rising - NDA Mahomet 12.11.25.pdf;

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C: [REDACTED]
E: l.farmer@cleancloenergy.com
W: www.cleancloenergy.com
Austin TX | New York NY

Rising Edge Data Center Permitting Process

Organizer Leslie Farmer <l.farmer@cleancloudenergy.com>
Meeting time This event occurred 9 months ago (Tue 12/16/2025 2:00 PM - 3:00 PM)
Location Microsoft Teams Meeting
My response Not yet responded
Required attendees Leslie Farmer, Steven Lucas, Spencer Holshouser, Abby Heckman, Patrick Brown, Austin Shufflebarger
Optional attendees Clark Bixler
Message sent Fri 12/12/2025 12:01 PM

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 239 702 821 086 26

Passcode: ma68xE3A

Dial in by phone

[+1 469-677-9661,,379457471#](#) United States, Dallas

[Find a local number](#)

Phone conference ID: 379 457 471#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

RE: Clean Cloud Energy NDA

From Leslie Farmer <l.farmer@cleancloudenergy.com>

Date Fri 12/12/2025 12:08 PM

To Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>

Cc Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; Clark Bixler <c.bixler@cleancloudenergy.com>; Steven Lucas <s.lucas@cleancloudenergy.com>

Thanks for doing that, Patrick. I just sent a Teams meeting invitation to all of you, hopefully that time on Tues still works.

Have a great weekend!

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Patrick Brown <pbrown@mahomet-il.gov>

Sent: Thursday, December 11, 2025 3:22 PM

To: Leslie Farmer <l.farmer@cleancloudenergy.com>; Abby Heckman <aheckman@mahomet-il.gov>

Cc: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; Clark Bixler <c.bixler@cleancloudenergy.com>; Steven Lucas <s.lucas@cleancloudenergy.com>

Subject: RE: Clean Cloud Energy NDA

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Leslie

I checked Abby's schedule since she is out rest of this week and Monday. Looks like Tuesday at 2 PM would work for us. Make sure I am on that meeting as well and Austin.



PATRICK J BROWN
Village Administrator

☎ 217.586.4456 ext.116 (O)
217.621.2602 (C)

✉ pbrown@mahomet-il.gov

🌐 Mahomet-il.gov
ChooseMahomet.com

From: Leslie Farmer <l.farmer@cleanclooudenergy.com>

Sent: Thursday, December 11, 2025 10:12 AM

To: Abby Heckman <aheckman@mahomet-il.gov>; Patrick Brown <pbrown@mahomet-il.gov>

Cc: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; Clark Bixler <c.bixler@cleanclooudenergy.com>; Steven Lucas <s.lucas@cleanclooudenergy.com>

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Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]
E: l.farmer@cleanclooudenergy.com
W: www.cleanclooudenergy.com
Austin TX | New York NY

From: [Austin Shufflebarger](#)
To: c.bixler@cleancloudenergy.com
Cc: [Leslie Farmer](#); [Patrick Brown](#)
Subject: 2026 Check In
Date: Monday, January 12, 2026 2:10:35 PM
Attachments: [image001.png](#)

Good afternoon,

I hope that you had a great holiday season and good new year!

It's slowly starting to warm up here in IL, but I think it's just trying to trick us into thinking Spring is here before dipping back down.

Now that we've been able to get back into our routine, I just wanted to touch base and see how everything is going.

Let us know if you have any questions or if there is anything we can do for you.

Thanks!



AUSTIN SHUFFLEBARGER
Economic Development Specialist



217.586.4456 ext. 122 (O)



ashufflebarger@mahomet-il.gov



Mahomet-il.gov
ChooseMahomet.com

From: [Steven Lucas](#)
To: [Patrick Brown](#)
Subject: Automatic reply: First Draft - Protective NDA applicable
Date: Friday, April 17, 2026 1:28:06 PM

I am currently out of the office and will respond to your email following my return on April 21st.

From: [Leslie Farmer](#)
To: [Abby Heckman](#); [Patrick Brown](#)
Cc: [Austin Shufflebarger](#); [Clark Bixler](#); [Steven Lucas](#)
Subject: Clean Cloud Energy NDA
Date: Thursday, December 11, 2025 10:12:35 AM
Attachments: [image001.png](#)
[Rising - NDA Mahomet 12.11.25.docx](#)
[Rising - NDA Mahomet 12.11.25.pdf](#)

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Director of Environmental and Permitting



C: [REDACTED]
E: L.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: [Clark Bixler](#)
To: [Patrick Brown](#); [Austin Shufflebarger](#)
Cc: [Sebastian Grunebaum](#); [Spencer Holshouser](#); [Mark A. Castellano](#)
Subject: Clean Cloud Meeting
Date: Monday, December 15, 2025 4:15:27 PM
Attachments: [image001.png](#)

Patrick,

Would you and Austin have availability to speak at any of the times listed below?

- Tuesday, December 16th
 - 1-2pm CST
 - 3:30-4:30pm CST
- Wednesday, December 17th
 - 11am-12pm CST
 - 3-4pm CST
- Thursday, December 18th
 - 10-11am CST

Clark Bixler

Director of Development



C: [REDACTED]
E: c.bixler@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

Patrick Brown

From: Patrick Brown
Sent: Friday, April 17, 2026 1:27 PM
To: Steven Lucas
Cc: Clark Bixler
Subject: First Draft - Protective NDA applicable
Attachments: DRAFT Village of Mahomet Rising Edge Annexation Development Agreement 04.17.2026.docx

Steven & Clark

Thank you for your patience.

Attached is our first draft. Our model agreement was based on most recent examples in Joliet and Minooka Illinois, so you are aware of that up front. There are plenty of detail specifics that are unknown with respect to water and sewer but we covered generalities.

I expect to get a draft of the Zoning Ordinance to you by the middle of next week which will have some of the typical conditions like noise, berms, landscaping, setbacks, ect.



PATRICK J BROWN
Village Administrator

☎ 217.586.4456 ext.116 (O)
217.621.2602 (C)

✉ pbrown@mahomet-il.gov

🌐 Mahomet-il.gov
ChooseMahomet.com

From: [Austin Shufflebarger](#)
To: [Patrick Brown](#)
Subject: FW: Meet w/ Data Center Team
Date: Thursday, December 4, 2025 3:37:52 PM
Attachments: [MACC_RGB_HorizontalVersion_bluetext.png](#)

Have you heard about this?

From: Lauren Hays <lauren@mahometchamber.com>
Sent: Thursday, December 4, 2025 3:36 PM
To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Subject: Meet w/ Data Center Team

Hi Austin,

I got a call from an out of state team planning to build a data center over at Rising. They're coming into town next week and want to meet on Tuesday at 9 to talk about their project and try to get ahead of questions that may arise.

I mentioned you should likely be included in the meeting. Not sure if Patrick would need/want to be there as well. I went ahead and confirmed the time at my office next week but said I would let them know if we needed to change times.

Let me know if you're available!

Sincerely,

LAUREN HAYS
Interim Executive Director



[Mahomet Area Chamber of Commerce](#)

Phone: 217-586-3165

601 E. Main St. #105, Mahomet, IL 61853

From: [Patrick Brown](#)
To: [Clark Bixler](#)
Subject: IL Governor Action
Date: Wednesday, June 10, 2026 7:39:00 AM
Attachments: [image001.png](#)

Clark

<https://www.iml.org/page.cfm?key=35232&parent=5698>

Refer to update our topic in update from our Illinois Municipal League.



PATRICK J BROWN
Village Administrator

📞 217.586.4456 ext.116 (O)
217.621.2602 (C)

✉️ pbrown@mahomet-il.gov

🌐 Mahomet-il.gov
ChooseMahomet.com

From: [Patrick Brown](#)
To: [Steven Lucas](#); [Joe Chamley \(jchamley@efbclaw.com\)](mailto:jchamley@efbclaw.com)
Subject: Mahomet NDA
Date: Tuesday, December 16, 2025 4:01:00 PM
Attachments: [image001.png](#)

Steven

I want to introduce you to our Village attorney (outside counsel) Joe Chamley. Joe shared that he would likely want some small edits to the NDA tailored to Illinois FOIA law so that the village is protected from any liability for what Illinois FOIA may compel us to release or even prevent us from destroying certain documents.

Joe will reach out to you in the next couple of days.



PATRICK J BROWN
Village Administrator

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217.621.2602 (C)

✉️ pbrown@mahomet-il.gov

🌐 Mahomet-il.gov
ChooseMahomet.com

From: [Patrick Brown](#)
To: [Steven Lucas](#)
Cc: [Clark Bixler](#); [Joe Chamley \(jchamley@efbclaw.com\)](mailto:jchamley@efbclaw.com)
Subject: NDA
Date: Tuesday, January 13, 2026 3:06:00 PM
Attachments: [Rising - NDA Mahomet Abby Heckman 01.05.2026.pdf](#)
[image001.png](#)
[Rising - NDA Mahomet Austin Shufflebarger 01.05.2026.pdf](#)
[Rising - NDA Mahomet Jason Tompkins 12.29.2025.pdf](#)
[Rising - NDA Mahomet Patrick Brown 01.05.2026.pdf](#)



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✉ pbrown@mahomet-il.gov

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ChooseMahomet.com

Patrick Brown

From: Leslie Farmer <l.farmer@cleancloudenergy.com>
Sent: Friday, July 31, 2026 2:31 PM
To: Patrick Brown; Abby Heckman; Austin Shufflebarger; jchamley@efbclaw.com
Cc: Steven Lucas; Clark Bixler
Subject: RE: Rising Edge Data Center annexation draft redlines
Attachments: DRAFT_Annexation Development Agreement 07.31.2026_CCE.docx

Hi all,

We've revised Section 6, Water Improvements, per the discussion from our last meeting. In addition, I deleted Section 5(f) as we expanded upon the reuse of reclaimed water in Section 6. We understand there were additional items discussed that will still need to be changed in upcoming draft versions, but we didn't want to change too much while you're in mid-review. Thus, the remainder of the document, attached, does not have any new changes since the last draft we sent you on 7.2.

Please let us know if you'd like to discuss.

Thank you and have a great weekend!

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Leslie Farmer
Sent: Thursday, July 2, 2026 8:36 AM
To: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com
Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>
Subject: Rising Edge Data Center annexation draft redlines

Hi all,

CCE has completed its review of the draft Annexation and Development Agreement and has attached our proposed redlines for your consideration.

We recognize that we've suggested a number of revisions and expect that several of them will benefit from further discussion. When your team has had an opportunity to review the redlines, please let us know your availability for a Teams meeting so we can walk through the proposed changes together.

Thank you for the time and effort your team has invested in preparing such a comprehensive agreement. We appreciate your collaboration and look forward to continuing to work together to move the project forward.

Thank you,

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: [Austin Shufflebarger](#)
To: [Clark Bixler](#)
Cc: [Leslie Farmer](#); [Patrick Brown](#); [Steven Lucas](#); [Abby Heckman](#)
Subject: RE: 2026 Check In
Date: Monday, January 12, 2026 4:00:46 PM
Attachments: [image001.png](#)
[image002.png](#)

Great hearing from you!

That's all good news to hear and we look forward to hearing more.

Our NDAs should be on your way, getting our legal advisor to review and collecting them during the holidays was a bit hectic of a process.

In regard to the school, we have a great relationship with them so hopefully we'll be able to return the good news on that front.

In terms of engaging the community, once we have the school's stance locked in, we'll figure that out immediately after.

Let us know if you want to schedule any kind of call or meeting to catch up.

Thanks again!

From: Clark Bixler <c.bixler@cleanclooudenergy.com>
Sent: Monday, January 12, 2026 3:53 PM
To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Cc: Leslie Farmer <l.farmer@cleanclooudenergy.com>; Patrick Brown <pbrown@mahomet-il.gov>; Steven Lucas <s.lucas@cleanclooudenergy.com>
Subject: RE: 2026 Check In

Hi Austin,

Thanks for reaching out. We're certainly advancing development on our end and are optimistic for the project.

I believe the items we're waiting on from the Village are the NDA and the Annexation Agreement. I don't think we've received the NDA back yet and have not seen the Annexation Agreement from the attorney for the Village. I spoke with Patrick at the end of last week so there is a chance that status could have changed earlier today and I just hadn't seen that yet. If you could support advancing those documents that would help us keep moving the project forward.

Again, I discussed this with Patrick when we talked on the phone but to loop both teams in, it

would be valuable for us to understand where the Mahomet-Seymour School District is in terms of receiving state funding aid. This would help us understand what tax benefits the project would provide to the school (i.e. provide tax benefits above the state aid threshold or replace the state aid with our taxes but not increase total tax receipts of the district).

Our goal is still to enter the NDA, work together on the annexation agreement, and also put a plan in place to engage the community at the right time.

Let me know if you have any questions or if there is anything you are needing from us. Thanks

Clark Bixler

Director of Development



C: [REDACTED]
E: c.bixler@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Sent: Monday, January 12, 2026 2:11 PM

To: Clark Bixler <c.bixler@cleancloudenergy.com>

Cc: Leslie Farmer <l.farmer@cleancloudenergy.com>; Patrick Brown <pbrown@mahomet-il.gov>

Subject: 2026 Check In

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Now that we've been able to get back into our routine, I just wanted to touch base and see how everything is going.

Let us know if you have any questions or if there is anything we can do for you.

Thanks!



AUSTIN SHUFFLEBARGER
Economic Development Specialist



217.586.4456 ext. 122 (O)



ashufflebarger@mahomet-il.gov



Mahomet-il.gov
ChooseMahomet.com

From: [Clark Bixler](#)
To: [Austin Shufflebarger](#)
Cc: [Leslie Farmer](#); [Patrick Brown](#); [Steven Lucas](#)
Subject: RE: 2026 Check In
Date: Monday, January 12, 2026 3:53:08 PM
Attachments: [image002.png](#)
[image003.png](#)

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From: [Patrick Brown](#)
To: [Leslie Farmer](#); [Abby Heckman](#)
Cc: [Austin Shufflebarger](#); [Clark Bixler](#); [Steven Lucas](#)
Subject: RE: Clean Cloud Energy NDA
Date: Thursday, December 11, 2025 3:21:00 PM
Attachments: [image002.png](#)
[image003.png](#)

Leslie

I checked Abby's schedule since she is out rest of this week and Monday. Looks like Tuesday at 2 PM would work for us. Make sure I am on that meeting as well and Austin.



PATRICK J BROWN
Village Administrator

☎ 217.586.4456 ext.116 (O)
217.621.2602 (C)

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From: Leslie Farmer <l.farmer@cleanclooudenergy.com>
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Have a great rest of your week.

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]
E: L.farmer@cleancloudenergy.com
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Austin TX | New York NY

From: [Leslie Farmer](#)
To: [Patrick Brown](#); [Abby Heckman](#)
Cc: [Austin Shufflebarger](#); [Clark Bixler](#); [Steven Lucas](#)
Subject: RE: Clean Cloud Energy NDA
Date: Friday, December 12, 2025 12:08:54 PM
Attachments: [image001.png](#)
[image002.png](#)

Thanks for doing that, Patrick. I just sent a Teams meeting invitation to all of you, hopefully that time on Tues still works.

Have a great weekend!

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]
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Cc: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; Clark Bixler <c.bixler@cleancloudenergy.com>; Steven Lucas <s.lucas@cleancloudenergy.com>

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Have a great rest of your week.

Leslie Farmer

Director of Environmental and Permitting



C:



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W: www.cleancloenergy.com

Austin TX | New York NY

From: [Patrick Brown](#)
To: [Clark Bixler](#); [Austin Shufflebarger](#)
Cc: [Sebastian Grunebaum](#); [Spencer Holshouser](#); [Mark A. Castellano](#)
Subject: RE: Clean Cloud Meeting
Date: Monday, December 15, 2025 4:41:00 PM
Attachments: [image002.png](#)
[image003.png](#)

Let do Wednesday 11-12



PATRICK J BROWN
Village Administrator

☎ 217.586.4456 ext.116 (O)
217.621.2602 (C)

✉ pbrown@mahomet-il.gov

🌐 Mahomet-il.gov
ChooseMahomet.com

From: Clark Bixler <c.bixler@cleancloudenergy.com>
Sent: Monday, December 15, 2025 4:15 PM
To: Patrick Brown <pbrown@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Cc: Sebastian Grunebaum <s.grunebaum@cleancloudenergy.com>; Spencer Holshouser <s.holshouser@cleancloudenergy.com>; Mark A. Castellano <m.castellano@cleancloudenergy.com>
Subject: Clean Cloud Meeting

Patrick,

Would you and Austin have availability to speak at any of the times listed below?

- Tuesday, December 16th
 - 1-2pm CST
 - 3:30-4:30pm CST
- Wednesday, December 17th
 - 11am-12pm CST
 - 3-4pm CST
- Thursday, December 18th
 - 10-11am CST

Clark Bixler

Director of Development



C:



E: c.bixler@cleancloudenergy.com

W: www.cleancloudenergy.com

Austin TX | New York NY

From: [Joseph Chamley](#)
To: [Patrick Brown](#); [Steven Lucas](#)
Subject: RE: Mahomet NDA
Date: Tuesday, December 16, 2025 4:04:34 PM
Attachments: [image001.png](#)

My full contact information

Joseph P. Chamley
Evans, Froehlich, Beth & Chamley
44 Main Street, Suite 310
Champaign, IL 61820
Tele: 217/359-6494
FAX: 217/359-6468
jchamley@efbclaw.com

From: Patrick Brown <pbrown@mahomet-il.gov>
Sent: Tuesday, December 16, 2025 4:02 PM
To: Steven Lucas <s.lucas@cleanclooudenergy.com>; Joseph Chamley <jchamley@efbclaw.com>
Subject: Mahomet NDA

Steven

I want to introduce you to our Village attorney (outside counsel) Joe Chamley. Joe shared that he would likely want some small edits to the NDA tailored to Illinois FOIA law so that the village is protected from any liability for what Illinois FOIA may compel us to release or even prevent us from destroying certain documents.

Joe will reach out to you in the next couple of days.



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✉️ pbrown@mahomet-il.gov

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From: [Steven Lucas](#)
To: [Patrick Brown](#); [Joe Chamley \(jchamley@efbclaw.com\)](mailto:jchamley@efbclaw.com)
Subject: Re: Mahomet NDA
Date: Tuesday, December 16, 2025 4:44:08 PM
Attachments: [image001.png](#)
[Outlook-3j4odb4f.png](#)

Thank you, Patrick. It was nice speaking with you and your team this afternoon.

Joe - the NDA is our standard document. Please feel free to make any necessary changes you see fit.

Best,
Steven

Steven Lucas
General Counsel



C: [REDACTED]
E: s.lucas@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Patrick Brown <pbrown@mahomet-il.gov>
Sent: Tuesday, December 16, 2025 4:01 PM
To: Steven Lucas <s.lucas@cleancloudenergy.com>; Joe Chamley (jchamley@efbclaw.com) <jchamley@efbclaw.com>
Subject: Mahomet NDA

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ChooseMahomet.com

From: [Joseph Chamley](#)
To: [Steven Lucas](#); [Patrick Brown](#)
Subject: RE: Mahomet NDA
Date: Friday, December 19, 2025 1:37:12 PM
Attachments: [image002.png](#)
[image003.png](#)
[Rising - NDA Mahomet 12.11.25 JPC red 12192025.docx](#)

Red line attached.

Added language to strengthen in light of FOIA and reference FOIA specifically. Also, Village cannot destroy or return documents. And, we cannot agree to arbitrate in New York.

I am happy to discuss any of this.

Steven, if you have samples from your dealings with other government agencies, I would welcome the chance to incorporate language.

Thanks

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jchamley@efbclaw.com

From: Steven Lucas <s.lucas@cleancloudenergy.com>
Sent: Tuesday, December 16, 2025 4:44 PM
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Subject: Re: Mahomet NDA

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General Counsel



C: [REDACTED]

E: s.lucas@cleancloudenergy.com

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Austin TX | New York NY

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Sent: Tuesday, December 16, 2025 4:01 PM

To: Steven Lucas <s.lucas@cleancloudenergy.com>; Joe Chamley (jchamley@efbclaw.com) <jchamley@efbclaw.com>

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ChooseMahomet.com

From: [Steven Lucas](#)
To: [Joseph Chamley](#); [Patrick Brown](#)
Subject: Re: Mahomet NDA
Date: Friday, December 19, 2025 1:45:04 PM
Attachments: [image002.png](#)
[image003.png](#)
[Outlook-4j5piqfb.png](#)

Thank you, Joe.

Steven Lucas

General Counsel



C: [REDACTED]
E: s.lucas@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Joseph Chamley <jchamley@efbclaw.com>
Sent: Friday, December 19, 2025 1:36 PM
To: Steven Lucas <s.lucas@cleancloudenergy.com>; Patrick Brown <pbrown@mahomet-il.gov>
Subject: RE: Mahomet NDA

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ChooseMahomet.com

From: [Joseph Chamley](#)
To: [Steven Lucas](#); [Patrick Brown](#)
Subject: RE: Mahomet NDA
Date: Friday, December 19, 2025 1:52:36 PM
Attachments: [image001.png](#)
[image002.png](#)
[Rising - NDA Mahomet 12.11.25 JPC 12192025 clean.docx](#)

Attached is clean version. If OK, please have CleanCloud execute and scan back for Patrick to execute for Village.

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Sent: Friday, December 19, 2025 1:45 PM
To: Joseph Chamley <jchamley@efbclaw.com>; Patrick Brown <pbrown@mahomet-il.gov>
Subject: Re: Mahomet NDA

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W: www.cleancloudenergy.com
Austin TX | New York NY

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Sent: Friday, December 19, 2025 1:36 PM

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Subject: RE: Mahomet NDA

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Subject: Mahomet NDA

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ChooseMahomet.com

From: [Steven Lucas](#)
To: [Joseph Chamley](#); [Patrick Brown](#)
Subject: Re: Mahomet NDA
Date: Friday, December 19, 2025 2:00:10 PM
Attachments: [image001.png](#)
[image002.png](#)
[Outlook-akjve2u0.png](#)
[Rising - NDA Mahomet 12.19.25.pdf](#)

Please see attached.

Thanks,
Steven

Steven Lucas

General Counsel



C: [REDACTED]
E: s.lucas@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Joseph Chamley <jchamley@efbclaw.com>
Sent: Friday, December 19, 2025 1:52 PM
To: Steven Lucas <s.lucas@cleancloudenergy.com>; Patrick Brown <pbrown@mahomet-il.gov>
Subject: RE: Mahomet NDA

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Sent: Friday, December 19, 2025 1:45 PM

To: Joseph Chamley <jchamley@efbclaw.com>; Patrick Brown <pbrown@mahomet-il.gov>

Subject: Re: Mahomet NDA

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General Counsel



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Austin TX | New York NY

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217.621.2602 (C)

✉️ pbrown@mahomet-il.gov

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ChooseMahomet.com

From: [Austin Shufflebarger](#)
To: [Lauren Hays](#)
Cc: [Patrick Brown](#)
Subject: RE: Meet w/ Data Center Team
Date: Friday, December 5, 2025 11:38:02 AM
Attachments: [image001.png](#)

Good morning,

Thank you for setting up the meeting and forwarding this information.

Yes, we should be able to facilitate all of those meetings.

Your current support has been more than enough, and we are very appreciative! If you would like, I can take over from here and be the point of contact along with Patrick.

From: Lauren Hays <lauren@mahometchamber.com>
Sent: Friday, December 5, 2025 10:53 AM
To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Subject: Re: Meet w/ Data Center Team

Hey Austin,

That sounds great. I'll get a calendar invite made and sent over to you both. Clark's contact info is below.

Clark Bixler
Director of Development
Clean Cloud Energy


Additionally, he mentioned he would be interested in having Jason in the meeting to get the perspective of the board on some potential benefits they might be able to offer the Village. Not sure Jason's schedule. He also is looking to speak with Dr. Lee over at the school to get their perspective in either the same or a separate meeting.

Is connecting with them both something you could help facilitate? Clark mentioned he tried calling but didn't get a response.

Clark and his team are in town Tuesday and Wednesday of next week. They are trying to squeeze in as many meetings as possible. I am slammed with Village Christmas right now otherwise I could offer more support on this.

Let me know!

LAUREN HAYS
Interim Executive Director



[Mahomet Area Chamber of Commerce](http://MahometAreaChamberofCommerce)

Phone: 217-586-3165

601 E. Main St. #105, Mahomet, IL 61853

From: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Date: Thursday, December 4, 2025 at 4:44 PM

To: Lauren Hays <lauren@mahometchamber.com>

Cc: Patrick Brown <pbrown@mahomet-il.gov>

Subject: RE: Meet w/ Data Center Team

Good evening,

Patrick and I would love to join you at 9, we think that would be great.

We would appreciate if you could forward us their contact information as well because they'll need to meet with our planning team at some point, and we'd like to be proactive in scheduling that.

Thanks again!

From: Lauren Hays <lauren@mahometchamber.com>

Sent: Thursday, December 4, 2025 3:36 PM

To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Subject: Meet w/ Data Center Team

Hi Austin,

I got a call from an out of state team planning to build a data center over at Rising. They're coming into town next week and want to meet on Tuesday at 9 to talk about their project and try to get ahead of questions that may arise.

I mentioned you should likely be included in the meeting. Not sure if Patrick would need/want to be there as well. I went ahead and confirmed the time at my office next week but said I would let them know if we needed to change times.

Let me know if you're available!

Sincerely,

LAUREN HAYS
Interim Executive Director



[Mahomet Area Chamber of Commerce](http://www.mahometchamber.com)

Phone: 217-586-3165

601 E. Main St. #105, Mahomet, IL 61853

From: [Lauren Hays](#)
To: [Austin Shufflebarger](#)
Cc: [Patrick Brown](#)
Subject: Re: Meet w/ Data Center Team
Date: Friday, December 5, 2025 11:44:41 AM
Attachments: [image001.png](#)
[MACC RGB HorizontalVersion_bluetext.png](#)

I appreciate that, Austin.

Give Clark a call, he's very responsive and just mention that you and/or Patrick will take over from me as point person for the meeting and going forward.

I'll just be there Tuesday to get ahead of any questions that might come from our members.

Thanks for jumping on this!

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[Mahomet Area Chamber of Commerce](#)

Phone: 217-586-3165

601 E. Main St. #105, Mahomet, IL 61853

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Cc: Patrick Brown <pbrown@mahomet-il.gov>

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[REDACTED]

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Cc: [Patrick Brown](#)
Subject: RE: Meet w/ Data Center Team
Date: Friday, December 5, 2025 1:08:04 PM
Attachments: [image001.png](#)

Of course! I called him before I took lunch and he seemed very nice.

Thanks for gathering comments and concerns from your members, it appears that community sentiment is going to be the make or break factor for them.

From: Lauren Hays <lauren@mahometchamber.com>
Sent: Friday, December 5, 2025 11:44 AM
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Cc: Patrick Brown <pbrown@mahomet-il.gov>
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Thanks again!

From: Lauren Hays <lauren@mahometchamber.com>

Sent: Thursday, December 4, 2025 3:36 PM

To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>

Subject: Meet w/ Data Center Team

Hi Austin,

I got a call from an out of state team planning to build a data center over at Rising. They're coming into town next week and want to meet on Tuesday at 9 to talk about their project and try to get ahead of questions that may arise.

I mentioned you should likely be included in the meeting. Not sure if Patrick would need/want to be there as well. I went ahead and confirmed the time at my office next week but said I would let them know if we needed to change times.

Let me know if you're available!

Sincerely,

LAUREN HAYS

Interim Executive Director



[Mahomet Area Chamber of Commerce](http://www.mahometchamber.com)

Phone: 217-586-3165

601 E. Main St. #105, Mahomet, IL 61853

From: [Austin Shufflebarger](#)
To: [Lauren Hays](#)
Cc: [Patrick Brown](#)
Subject: RE: Meet w/ Data Center Team
Date: Thursday, December 4, 2025 4:44:26 PM
Attachments: [image001.png](#)

Good evening,

Patrick and I would love to join you at 9, we think that would be great.

We would appreciate if you could forward us their contact information as well because they'll need to meet with our planning team at some point, and we'd like to be proactive in scheduling that.

Thanks again!

From: Lauren Hays <lauren@mahometchamber.com>
Sent: Thursday, December 4, 2025 3:36 PM
To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Subject: Meet w/ Data Center Team

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Interim Executive Director



[Mahomet Area Chamber of Commerce](#)

Phone: 217-586-3165

601 E. Main St. #105, Mahomet, IL 61853

From: [Joseph Chamley](#)
To: [Patrick Brown](#); [Steven Lucas](#)
Cc: [Clark Bixler](#); [Leslie Farmer](#)
Subject: RE: NDA
Date: Wednesday, January 14, 2026 11:15:12 AM

I have no objection, but Steven, why do you need multiple from Village?

Joseph P. Chamley
Evans, Froehlich, Beth & Chamley
44 Main Street, Suite 310
Champaign, IL 61820
Tele: 217/359-6494
FAX: 217/359-6468
jchamley@efbclaw.com

From: Patrick Brown <pbrown@mahomet-il.gov>
Sent: Wednesday, January 14, 2026 11:14 AM
To: Steven Lucas <s.lucas@cleancloudenergy.com>
Cc: Clark Bixler <c.bixler@cleancloudenergy.com>; Joseph Chamley <jchamley@efbclaw.com>; Leslie Farmer <l.farmer@cleancloudenergy.com>
Subject: Re: NDA

I will look when I get back to office. I likely attached the generic one on accident.

Do you want me to get ones signed by the two school officials I met with today? I made a copy for them already but forgot to bring it.

Patrick Brown
Village Administrator

On Jan 14, 2026, at 10:36 AM, Steven Lucas <s.lucas@cleancloudenergy.com> wrote:

Thank you, Patrick. We noticed that one of the agreements was not signed. We're not sure if this was intentional, but we wanted to bring it to your attention in case it was an oversight.

Steven Lucas
General Counsel

<Outlook-
trr0rvfi.png>

C: [REDACTED]
E: s.lucas@cleancloudenergy.com
W: www.cleancloudenergy.com

Austin TX | New York NY

From: Patrick Brown <pbrown@mahomet-il.gov>

Sent: Tuesday, January 13, 2026 3:06 PM

To: Steven Lucas <s.lucas@cleancloudenergy.com>

Cc: Clark Bixler <c.bixler@cleancloudenergy.com>; Joe Chamley (jchamley@efbclaw.com)
<jchamley@efbclaw.com>

Subject: NDA

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

<image001.png>

From: [Steven Lucas](#)
To: [Joseph Chamley](#); [Patrick Brown](#)
Cc: [Clark Bixler](#); [Leslie Farmer](#)
Subject: Re: NDA
Date: Wednesday, January 14, 2026 11:23:35 AM
Attachments: [Outlook-fou51mmr.png](#)

All,

I just spoke with Joe, and we both agree that there is no need to execute any additional NDAs.

Thanks,
Steven

Steven Lucas
General Counsel



C: [REDACTED]
E: s.lucas@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

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Subject: NDA

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<image001.png>

From: [Joseph Chamley](#)
To: [Patrick Brown](#); [Steven Lucas](#)
Cc: [Clark Bixler](#); [Leslie Farmer](#)
Subject: RE: NDA Village of Mahomet
Date: Thursday, February 26, 2026 4:47:18 PM

All: Patrick Brown, Village Administrator asks if we can have a ZOOM or TEAMS to discuss process and steps.

Available times:

Monday, March 2: all except not from 10 AM to 1 PM

Tuesday, March 3, open from Noon to 2:30 PM

Wednesday, March 4, all except not 11 AM to Noon

Joseph P. Chamley
Evans, Froehlich, Beth & Chamley
44 Main Street, Suite 310
Champaign, IL 61820
Tele: 217/359-6494
FAX: 217/359-6468
jchamley@efbclaw.com

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Sent: Wednesday, January 14, 2026 11:15 AM
To: 'Patrick Brown' <pbrown@mahomet-il.gov>; Steven Lucas <s.lucas@cleancloudenergy.com>
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Village Administrator

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General Counsel

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C: [REDACTED]
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Austin TX | New York NY

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To: Steven Lucas <s.lucas@cleancloudenergy.com>

Cc: Clark Bixler <c.bixler@cleancloudenergy.com>; Joe Chamley (<jchamley@efbclaw.com>)

Subject: NDA

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<image001.png>

From: [Steven Lucas](#)
To: [Joseph Chamley](#); [Patrick Brown](#)
Cc: [Clark Bixler](#); [Leslie Farmer](#)
Subject: Re: NDA Village of Mahomet
Date: Tuesday, March 3, 2026 9:39:02 AM
Attachments: [Outlook-thtmmer0.png](#)

Thank you, Joe. I circulated an invite for Wednesday, March 4 at 1pm. If this time no longer works, please let us know.

Steven Lucas
General Counsel



C: [REDACTED]
E: s.lucas@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Joseph Chamley <jchamley@efbclaw.com>
Sent: Thursday, February 26, 2026 4:47 PM
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Cc: Clark Bixler <c.bixler@cleancloudenergy.com>; Leslie Farmer <l.farmer@cleancloudenergy.com>
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General Counsel

<Outlook-

C: [REDACTED]

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Austin TX | New York NY

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Sent: Tuesday, January 13, 2026 3:06 PM

To: Steven Lucas <s.lucas@cleancloudenergy.com>

Cc: Clark Bixler <c.bixler@cleancloudenergy.com>; Joe Chamley (jchamley@efbclaw.com)
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Subject: NDA

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<image001.png>

From: [Steven Lucas](#)
To: [Patrick Brown](#)
Cc: [Clark Bixler](#); [Joe Chamley \(jchamley@efbclaw.com\)](#); [Leslie Farmer](#)
Subject: Re: NDA
Date: Wednesday, January 14, 2026 10:36:11 AM
Attachments: [image001.png](#)
[Outlook-trr0rvfi.png](#)

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Steven Lucas

General Counsel



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PATRICK J BROWN
Village Administrator

📞 217.586.4456 ext.116 (O)
217.621.2602 (C)
✉ pbrown@mahomet-il.gov
🌐 Mahomet-il.gov
ChooseMahomet.com

From: [Leslie Farmer](#)
To: [Patrick Brown](#); [Abby Heckman](#); [Austin Shufflebarger](#); jchamley@efbclaw.com
Cc: [Steven Lucas](#); [Clark Bixler](#)
Subject: RE: Rising Edge Data Center annexation draft redlines
Date: Tuesday, September 1, 2026 11:26:42 AM
Attachments: [image001.png](#)

Hi all,

I hope you've been doing well. It's been a little while since I last reached out, so I wanted to follow up regarding the status of your review of the annexation agreement.

Please let me know if you have any questions regarding our proposed changes, or if it would be helpful to schedule another call to discuss any specific items in greater detail.

Thank you,

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]
E: L.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Leslie Farmer
Sent: Friday, July 31, 2026 2:31 PM
To: 'Patrick Brown' <pbrown@mahomet-il.gov>; 'Abby Heckman' <aheckman@mahomet-il.gov>; 'Austin Shufflebarger' <ashufflebarger@mahomet-il.gov>; 'jchamley@efbclaw.com' <jchamley@efbclaw.com>
Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>
Subject: RE: Rising Edge Data Center annexation draft redlines

Hi all,

We've revised Section 6, Water Improvements, per the discussion from our last meeting. In addition, I deleted Section 5(f) as we expanded upon the reuse of reclaimed water in Section 6. We understand there were additional items discussed that will still need to be changed in upcoming draft versions, but we didn't want to change too much while you're in mid-review. Thus, the remainder of the document, attached, does not have any new changes since the last draft we sent you on 7.2.

Please let us know if you'd like to discuss.

Thank you and have a great weekend!

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]

E: L.farmer@cleancloudenergy.com

W: www.cleancloudenergy.com

Austin TX | New York NY

From: Leslie Farmer

Sent: Thursday, July 2, 2026 8:36 AM

To: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com

Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>

Subject: Rising Edge Data Center annexation draft redlines

Hi all,

CCE has completed its review of the draft Annexation and Development Agreement and has attached our proposed redlines for your consideration.

We recognize that we've suggested a number of revisions and expect that several of them will benefit from further discussion. When your team has had an opportunity to review the redlines, please let us know your availability for a Teams meeting so we can walk through the proposed changes together.

Thank you for the time and effort your team has invested in preparing such a comprehensive agreement. We appreciate your collaboration and look forward to continuing to work together to move the project forward.

Thank you,

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]

E: L.farmer@cleancloudenergy.com

W: www.cleancloudenergy.com

Austin TX | New York NY

From: [Patrick Brown](#)
To: [Leslie Farmer](#); [Abby Heckman](#); [Austin Shufflebarger](#); [jchamley@efbclaw.com](#)
Cc: [Steven Lucas](#); [Clark Bixler](#)
Subject: RE: Rising Edge Data Center annexation draft redlines
Date: Thursday, September 3, 2026 2:35:00 PM
Attachments: [image002.png](#)
[image003.png](#)

We should have a review done next week.



PATRICK J BROWN
Village Administrator

☎ 217.586.4456 ext.116 (O)
217.621.2602 (C)

✉ pbrown@mahomet-il.gov

🌐 Mahomet-il.gov
ChooseMahomet.com

From: Leslie Farmer <l.farmer@cleancloudenergy.com>
Sent: Tuesday, September 1, 2026 11:26 AM
To: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Austin Shufflebarger <ashufflebarger@mahomet-il.gov>; jchamley@efbclaw.com
Cc: Steven Lucas <s.lucas@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>
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Austin TX | New York NY

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Director of Environmental and Permitting



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E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: [Patrick Brown](#)
To: [Leslie Farmer](#); [Clark Bixler](#)
Subject: RE: Subject to non-disclosure
Date: Friday, July 17, 2026 4:22:00 PM
Attachments: [image001.png](#)
[15-04-01, ORDINANCE IMPOSING ELECTRICITY MAINTENANCE FEE.pdf](#)
[ORDINANCE 98-07-01 - AMENDMENDING ORD 98-5-2 MUNICIPAL TAX.pdf](#)

My apologies, I was doing this on my phone and previously send a model ordinances and not the one we approved. See attached for ours.



PATRICK J BROWN
Village Administrator

☎ 217.586.4456 ext.116 (O)
217.621.2602 (C)

✉ pbrown@mahomet-il.gov

🌐 Mahomet-il.gov
ChooseMahomet.com

From: Patrick Brown
Sent: Friday, July 17, 2026 10:28 AM
To: Leslie Farmer <l.farmer@cleanclooudenergy.com>; Clark Bixler <c.bixler@cleanclooudenergy.com>
Subject: Subject to non-disclosure

Patrick Brown
Village Administrator

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Subject: Subject to non-disclosure

Patrick Brown
Village Administrator

From: [Leslie Farmer](#)
To: [Patrick Brown](#); [Clark Bixler](#)
Subject: RE: Subject to non-disclosure
Date: Friday, July 17, 2026 4:26:31 PM
Attachments: [image002.png](#)
[image003.png](#)

Thanks Patrick, I appreciate it! Clark or I will reach back out next week to give you an update on where we're at with revised water language. If you'd like to set another call to go through any additional items we didn't have time for today, please let us know.

Thanks again for all the work you've put into the document.

Have a great weekend,

Leslie Farmer

Director of Environmental and Permitting



C: [REDACTED]
E: l.farmer@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Patrick Brown <pbrown@mahomet-il.gov>
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To: Leslie Farmer <l.farmer@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>
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To: Leslie Farmer <l.farmer@cleancloudenergy.com>; Clark Bixler <c.bixler@cleancloudenergy.com>

Subject: Subject to non-disclosure

Patrick Brown

Village Administrator

From: [Clark Bixler](#)
To: [Austin Shufflebarger](#)
Cc: [Patrick Brown](#); [Abby Heckman](#); [Leslie Farmer](#)
Subject: Re: Village of Mahomet Meeting
Date: Friday, December 5, 2025 2:57:24 PM
Attachments: [image001.png](#)
[Image.png](#)

Hi Austin,

Thank you for this information and the introductions. I've also included Leslie Farmer on this email, our Director of Environmental and Permitting, who will be attending the meetings next week. We're both interested in exploring the path to successfully developing a project there, the potential challenges, and how that risk can be mitigated. We will be able to address each of the topics you outlined.

Due to the meetings we have scheduled and the travel between those meetings, our remaining availability is not the most convenient during normal business hours. We could add a meeting on 12/9 at 4pm or 12/10 at 8:30am. Please let me know if either of those times would work.

Thanks again for all your help and we look forward to meeting next week.

Clark Bixler

Director of Development



C: [REDACTED]
E: c.bixler@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Sent: Friday, December 5, 2025 2:18:33 PM
To: Clark Bixler <c.bixler@cleancloudenergy.com>
Cc: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>
Subject: Village of Mahomet Meeting

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Good afternoon!

I know we're meeting at 9 on Tuesday but we were wondering what your schedule looked like after?

I mentioned on the phone that we'd like you to speak with our planning committee, but we would also include the mayor in that meeting so that we can address your questions and concerns together.

Additionally, some of the concerns that you'll need to address are as follows (though I'm sure you're familiar with all of them):

- The impact on the aquifer and the environment. Mahomet is in between two forest preserves, so the locals are pretty protective of those resources.
- Roughly how many jobs would this create? This is especially relevant because Mahomet has fantastic schools as a result, they have grown quickly causing crowding.
- Will this put additional strain on the village's power grid? The price of energy is rising, and people will be concerned about whether this will affect those.

Now, these are not my specific concerns, and I know that you are well researched and familiar with pushback, but these are questions that people are going to ask. I would probably emphasize the fact that you are "no smokestacks", far away from any residential areas, and that you would likely only bring a few jobs, most of which are high paying.

I have also cc'd Patrick, our village administrator, and Abby, our city planner, so that you'll have access to the relevant contacts in case you want more information.

We really appreciate you reaching out to us and trying to do your due diligence with stakeholders before coming to our village, I think that will only serve to strengthen your proposition.

Let me know if I can do anything for you in the meantime!



AUSTIN SHUFFLEBARGER
Economic Development Specialist



217.586.4456 ext. 122 (O)



ashufflebarger@mahomet-il.gov



Mahomet-il.gov
ChooseMahomet.com

From: [Austin Shufflebarger](#)
To: [Clark Bixler](#)
Cc: [Patrick Brown](#); [Abby Heckman](#); [Leslie Farmer](#); [Jason Tompkins](#)
Subject: RE: Village of Mahomet Meeting
Date: Friday, December 5, 2025 3:25:08 PM
Attachments: [image002.png](#)
[image003.png](#)

Perfect, it'll be great to meet them as well!

And no worries, whatever is convenient for you is convenient for me.

That being said, all four of us (including our mayor, Jason, who I've cc'd) can do Tuesday, 12/9 @ 4pm so long as you two are up for meeting that late. Perhaps we can go somewhere local to eat afterwards!

Also, I spoke with Lauren at the chamber, and we agreed that I would take over for her as the point of contact going forward. Don't feel dissuaded to reach out to her for anything you may need, it just works out better to have things come my way so I can reach out to whoever you may need more conveniently, should I not be able to answer your questions.

Once again, we're looking forward to meeting you as well and I hope you have a great weekend!

From: Clark Bixler <c.bixler@cleanclooudenergy.com>
Sent: Friday, December 5, 2025 2:57 PM
To: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Cc: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>; Leslie Farmer <l.farmer@cleanclooudenergy.com>
Subject: Re: Village of Mahomet Meeting

Hi Austin,

Thank you for this information and the introductions. I've also included Leslie Farmer on this email, our Director of Environmental and Permitting, who will be attending the meetings next week. We're both interested in exploring the path to successfully developing a project there, the potential challenges, and how that risk can be mitigated. We will be able to address each of the topics you outlined.

Due to the meetings we have scheduled and the travel between those meetings, our remaining availability is not the most convenient during normal business hours. We could add a meeting on 12/9 at 4pm or 12/10 at 8:30am. Please let me know if either of those times would work.

Thanks again for all your help and we look forward to meeting next week.

Clark Bixler
Director of Development



C: [REDACTED]
E: c.bixler@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Austin Shufflebarger <ashufflebarger@mahomet-il.gov>
Sent: Friday, December 5, 2025 2:18:33 PM
To: Clark Bixler <c.bixler@cleancloudenergy.com>
Cc: Patrick Brown <pbrown@mahomet-il.gov>; Abby Heckman <aheckman@mahomet-il.gov>
Subject: Village of Mahomet Meeting

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AUSTIN SHUFFLEBARGER
Economic Development Specialist



217.586.4456 ext. 122 (O)



ashufflebarger@mahomet-il.gov



**Mahomet-il.gov
ChooseMahomet.com**

From: [Patrick Brown](#)
To: [Leslie Farmer](#); [Clark Bixler](#)
Subject: Subject to non-disclosure
Date: Friday, July 17, 2026 10:27:50 AM
Attachments: [15-03-09 Ordinance re Electricity Infrastructure Fee - DePue.pdf](#)

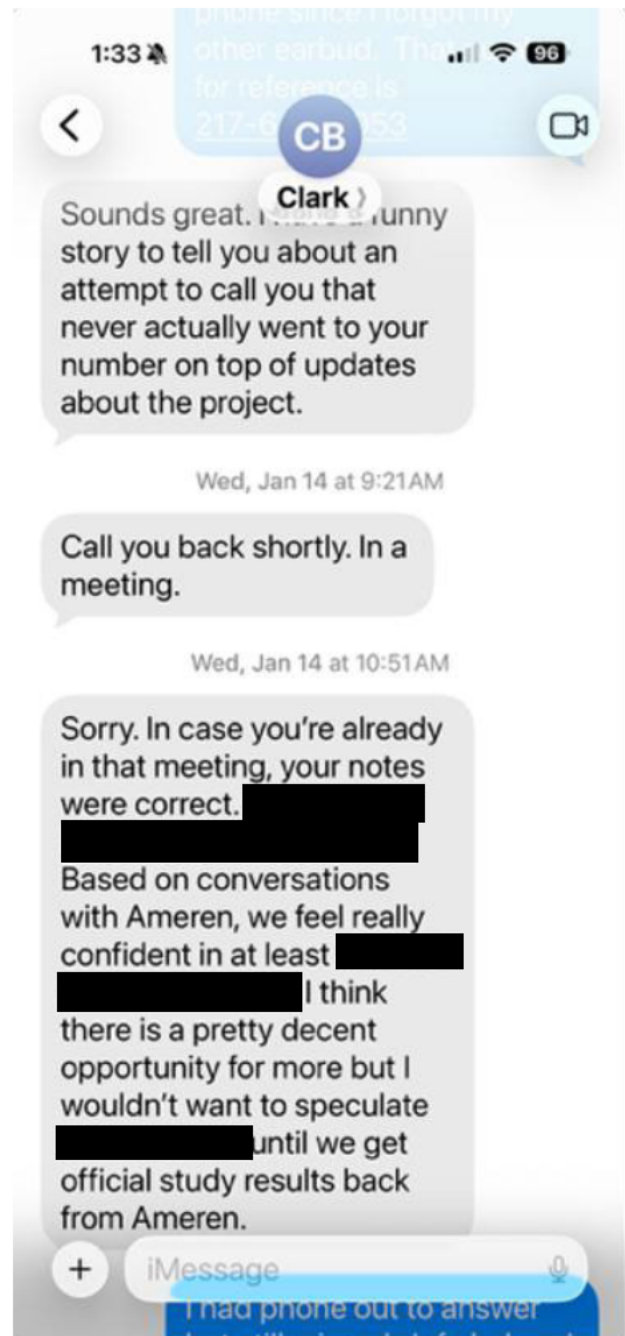
Patrick Brown
Village Administrator

Thu, Dec 11 at 5:31PM

It is not urgent. I was just finally getting time to get you called.

Fri, Jan 9 at 12:44 PM

Clark, Patrick Brown finally getting back to you. Sort of busy week since I took off last week. I am driving to Nashville (daughter is in doctorate program at Vanderbilt) still for the night so I will get you called back sometime this afternoon. I may call from my personal phone since I forgot my other earbud. That number for reference is



1:33 95
there is a pretty decent opportunity for more but I
couldn't want to regulate
over [REDACTED] get
official study r Clark ck
from Ameren.

I had phone out to answer but still missed. Info helps. I can fill you in on conversations when you get caught up and have free time. No hurry. Let me know what you find out about waste water leaving facilities.

Wed, Feb 11 at 1:40PM

You can call at your convenience today

Mon, Mar 9 at 3:57PM



1:48 95
CB
Clark

Interesting. I'll ask our consultants about it.

If I read correctly the DeKalb one may not have the ComEd \$197M upgrades yet so this may not be their long term approach. There is some Karis Project Midwest they reference

+ iMessage
consultants about it.

Fri, Apr 3 at 11:30 AM

Will there be any Ameren Outlot for a substation?

There shouldn't be. They have their existing substation, they'll deliver the power to our property with a transmission line, and it will connect to our substation on our property.

substation, they'll deliver the power to our property with a transmission line, and it will connect to our substation on our property.

1:54



CB

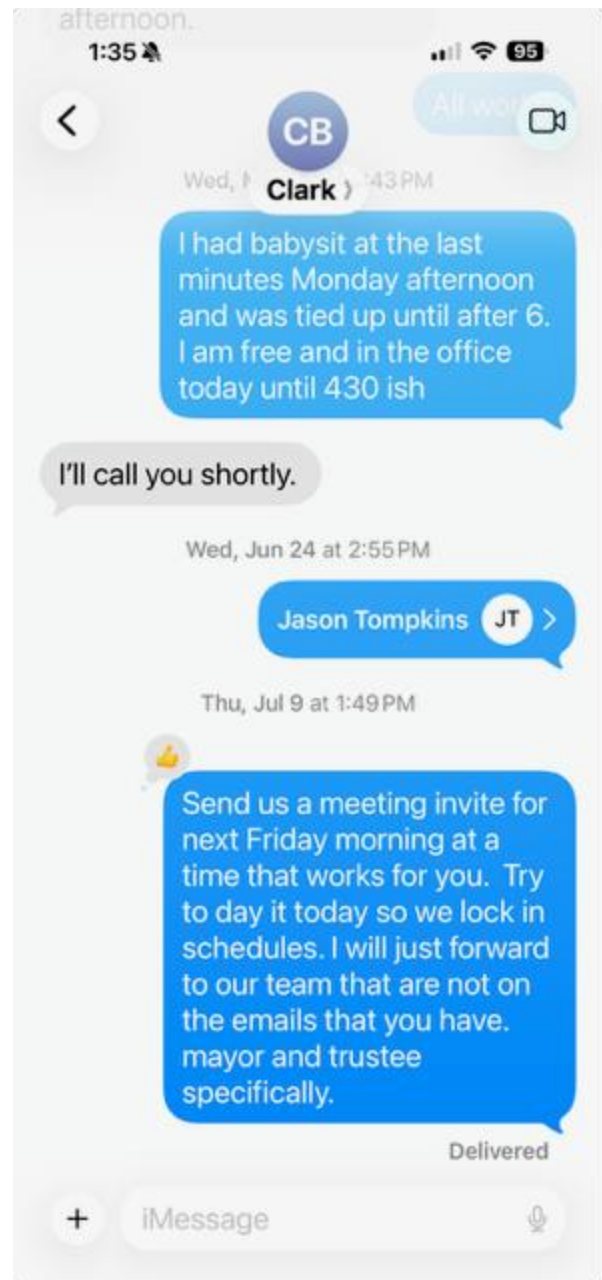
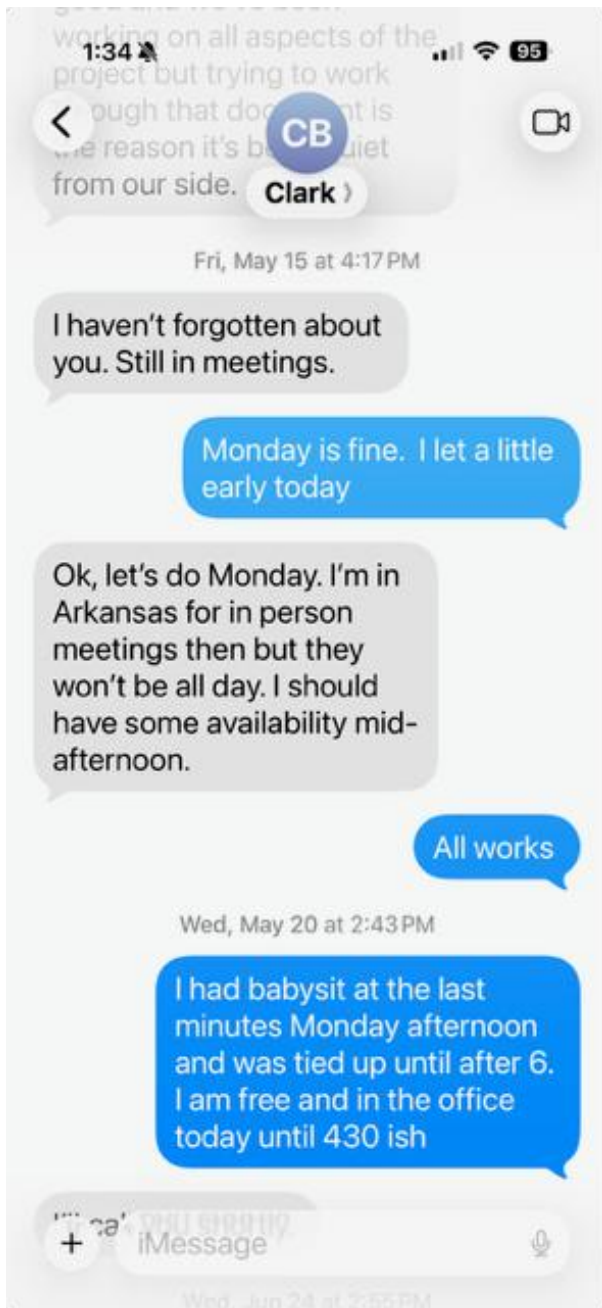
Clark



Thu, May 14 at 5:00 PM

I was just checking in. If you have time, I should be available all day Friday

That annexation agreement is a beast! Let's talk tomorrow. Everything is good and we've been working on all aspects of the project but trying to work through that document is the reason it's been quiet from our side.



From: [Austin Shufflebarger](#)
To: c.Bixler@cleancloudenergy.com
Cc: [Patrick Brown](#); [Abby Heckman](#)
Subject: Village of Mahomet Meeting
Date: Friday, December 5, 2025 2:18:37 PM
Attachments: [image001.png](#)

Good afternoon!

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AUSTIN SHUFFLEBARGER
Economic Development Specialist



217.586.4456 ext. 122 (O)



ashufflebarger@mahomet-il.gov



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ChooseMahomet.com

From: Steven Lucas <s.lucas@cleancloudenergy.com>

Sent: Wednesday, January 7, 2026 11:59 AM

To: Joseph Chamley <jchamley@efbclaw.com>

Subject: Mahomet

Hi Joe,

My team is currently working on obtaining the transmission easements for our project. In the meantime, I'd like to start working on the annexation agreement. Could you please send me an initial draft for review?

Thanks,
Steven

Steven Lucas

General Counsel



C: +1 [REDACTED]

E: s.lucas@cleancloudenergy.com

W: www.cleancloudenergy.com

Austin TX | New York NY

From: Steven Lucas <s.lucas@cleancloudenergy.com>

Sent: Monday, January 12, 2026 2:55 PM

To: Joseph Chamley <jchamley@efbclaw.com>

Subject: Re: Mahomet

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I'm resending my previous message in case it got lost in your inbox. Please contact me with any questions.

Thanks,

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General Counsel



C: +1 [REDACTED]

E: s.lucas@cleancloudenergy.com

W: www.cleancloudenergy.com

Austin TX | New York NY

From: Steven Lucas <s.lucas@cleancloudenergy.com>

Sent: Wednesday, January 7, 2026 11:58 AM

To: jchamley@efbclaw.com <jchamley@efbclaw.com>

Subject: Mahomet

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General Counsel



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E: s.lucas@cleanclooudenergy.com

W: www.cleanclooudenergy.com

Austin TX | New York NY

From: Steven Lucas <s.lucas@cleancloudenergy.com>

Sent: Tuesday, January 13, 2026 3:07 PM

To: Joseph Chamley <jchamley@efbclaw.com>

Subject: Re: Mahomet

Hi Joe,

I have attached the legal description for the property in question.

Thanks,

Steven Lucas

General Counsel



C: +1 [REDACTED]

E: s.lucas@cleancloudenergy.com

W: www.cleancloudenergy.com

Austin TX | New York NY

From: Joseph Chamley <jchamley@efbclaw.com>

Sent: Monday, January 12, 2026 10:08 PM

To: Steven Lucas <s.lucas@cleancloudenergy.com>

Subject: RE: Mahomet

Steven: I did receive your prior e mail. I am talking with my client about this.

Joseph P. Chamley

Evans, Froehlich, Beth & Chamley

44 Main Street, Suite 310

Champaign, IL 61820

Tele: 217/359-6494

jchamley@efbclaw.com

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Austin TX | New York NY

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General Counsel



C: +1 [REDACTED]
E: s.lucas@cleancloudenergy.com
W: www.cleancloudenergy.com
Austin TX | New York NY

From: Steven Lucas <s.lucas@cleancloudenergy.com>

Sent: Tuesday, February 3, 2026 8:30 AM

To: Joseph Chamley <jchamley@efbclaw.com>

Subject: Re: Mahomet

Hi Joe,

I hope you're doing well. I wanted to follow up on the initial draft annexation agreement—do you have a sense of when you expect to be able to send a first draft for my review?

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General Counsel



C: +1 [REDACTED]

E: s.lucas@cleancloudenergy.com

W: www.cleancloudenergy.com

Austin TX | New York NY

From: Steven Lucas <s.lucas@cleancloudenergy.com>

Sent: Tuesday, January 13, 2026 3:06 PM

To: Joseph Chamley <jchamley@efbclaw.com>

Subject: Re: Mahomet

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General Counsel



C: +1 [REDACTED]

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Austin TX | New York NY

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Subject: RE: Mahomet

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Austin TX | New York NY

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C: +1 [REDACTED]

E: s.lucas@cleanclooudenergy.com

W: www.cleanclooudenergy.com

Austin TX | New York NY

From: Steven Lucas <s.lucas@cleancloudenergy.com>

Sent: Wednesday, February 25, 2026 10:37 AM

To: Joseph Chamley <jchamley@efbclaw.com>

Subject: Re: Mahomet

Following up on the annexation agreement draft. Please let me know when I can expect the initial draft.

Steven Lucas

General Counsel



C: +1 [REDACTED]

E: s.lucas@cleancloudenergy.com

W: www.cleancloudenergy.com

Austin TX | New York NY

From: Joseph Chamley <jchamley@efbclaw.com>

Sent: Tuesday, February 3, 2026 8:45 AM

To: Steven Lucas <s.lucas@cleancloudenergy.com>

Subject: RE: Mahomet

This week

Joseph P. Chamley

Evans, Froehlich, Beth & Chamley

44 Main Street, Suite 310

Champaign, IL 61820

Tele: 217/359-6494

FAX: 217/359-6468

jchamley@efbclaw.com

From: Steven Lucas <s.lucas@cleanclooudenergy.com>

Sent: Tuesday, February 3, 2026 8:30 AM

To: Joseph Chamley <jchamley@efbclaw.com>

Subject: Re: Mahomet

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W: www.cleanclooudenergy.com

Austin TX | New York NY

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To: Joseph Chamley <jchamley@efbclaw.com>

Subject: Re: Mahomet

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E: s.lucas@cleancloudenergy.com

W: www.cleancloudenergy.com

Austin TX | New York NY

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Austin TX | New York NY

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General Counsel



C: +1 [REDACTED]

E: s.lucas@cleancloudenergy.com

W: www.cleancloudenergy.com

Austin TX | New York NY

From: Steven Lucas <s.lucas@cleancloudenergy.com>

Sent: Monday, March 23, 2026 3:19 PM

To: Joseph Chamley <jchamley@efbclaw.com>

Subject: Mahomet

Hi Joe,

Could you please let me know when I can expect the initial draft of the annexation agreement? If there's any additional information I can provide, just let me know.

Thanks,
Steven

Steven Lucas

General Counsel



C: +1 [REDACTED]

E: s.lucas@cleancloudenergy.com

W: www.cleancloudenergy.com

Austin TX | New York NY

From: Steven Lucas <s.lucas@cleancloudenergy.com>

Sent: Wednesday, September 23, 2026 3:12 PM

To: Joseph Chamley <jchamley@efbclaw.com>

Subject: Release

Please see attached.

Steven Lucas

General Counsel



C: +1 [REDACTED]

E: s.lucas@cleancloudenergy.com

W: www.cleancloudenergy.com

Austin TX | New York NY

From: Joseph Chamley
Sent: Monday, September 14, 2026 2:03 PM
To: 'Steven Lucas' <s.lucas@cleancloudenergy.com>
Subject: RE: Mahomet

Steve: Please call me ASAP.

Thank you

Joseph P. Chamley
Evans, Froehlich, Beth & Chamley
44 Main Street, Suite 310
Champaign, IL 61820
Tele: 217/359-6494
FAX: 217/359-6468
jchamley@efbclaw.com

From: Steven Lucas <s.lucas@cleancloudenergy.com>
Sent: Monday, March 23, 2026 3:19 PM
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General Counsel



C: +1 [REDACTED]

E: s.lucas@cleanclooudenergy.com

W: www.cleanclooudenergy.com

Austin TX | New York NY

CONFIDENTIALITY AGREEMENT
(Mutual Nondisclosure)

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is entered into by and between Clean Cloud Energy LLC, (together with its affiliates, "**Company**") and the Village of Mahomet, Illinois, an Illinois municipal corporation ("**Counterparty**"). Company and Counterparty are referred to herein collectively as the "**Parties**" and individually as a "**Party**." A Party disclosing Confidential Information (as defined below) pursuant to this Agreement shall be referred to as the "**Disclosing Party**," and a Party receiving such Confidential Information pursuant to this Agreement shall be referred to as the "**Receiving Party**."

1. Company and Counterparty each desire to receive and review Confidential Information solely for the purpose of discussing a potential a data center project (hereafter, "**Authorized Purpose**").

2. As used in this Agreement, the term "**Confidential Information**" shall mean all confidential or proprietary information disclosed by the Disclosing Party to the Receiving Party by any means, directly or indirectly, including but not limited to trade secrets, designs, technology, processes, methods, know-how, samples, models, prototypes, data, ideas, techniques, inventions (whether patentable or not), patent applications, works of authorship, formulas, information regarding finances, actual or anticipated business, business plans and opportunities, business ventures, business operations, costs, profits, markets, sales, products, product plans, marketing information, prices, employees, consultants, operational methods, actual or anticipated research or development, manufacturer lists, vendor lists, customer lists and other information having commercial value to the Disclosing Party and not readily available to the public. In addition, Confidential Information shall include the identity of the other Party, the nature and existence of this Agreement, the discussions and negotiations between the Parties as contemplated by this Agreement and any memoranda, notes, reports, documents and any media containing, and any copies or extracts of, Confidential Information as defined in this Section 2. Receiving Party acknowledges and agrees that Confidential Information shall include confidential information received by Disclosing Party for the Authorized Purpose from third parties subject to a duty on Disclosing Party's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Confidential Information are trade secrets, commercial and financial information that are proprietary, privileged or confidential such that disclosure of such Confidential Information would cause competitive harm to the business of Company and also the Counterparty.

3. The Receiving Party shall use reasonable care to avoid any unauthorized use or disclosure of Confidential Information disclosed to it and shall use at least the same level of care to prevent any unauthorized use or disclosure of such Confidential Information as it exercises in protecting its own information of a similar nature. The Receiving Party shall not, without the prior written consent of the Disclosing Party, make use of the Confidential Information disclosed to it other than for the Authorized Purpose, or disclose the Confidential Information to any person or entity except to such of its officers, directors, members, employees, contractors, consultants and advisors to whom disclosure is necessary for the Authorized Purpose and who have been made aware that the Confidential Information is confidential and are legally bound to treat it as such. The Receiving Party shall not, without the prior written consent of the Disclosing Party, reverse engineer, disassemble or decompile any Confidential Information.

4. Confidential Information shall not include the following: (a) information that was publicly known and made generally available in the public domain prior to the time of disclosure; (b) information that becomes publicly known and made generally available after disclosure through no action of the Receiving Party in violation of this Agreement; (c) information already in the possession of, or lawfully known by, the Receiving Party at the time of disclosure by the Disclosing Party; (d) information obtained by the Receiving Party from a third party lawfully in possession of such information and under no legal

obligation to Disclosing Party to maintain the confidentiality of such information; or (e) information independently developed by the Receiving Party without use of or reference to any of the Confidential Information.

5. Notwithstanding any provision herein to the contrary, in the event that the Receiving Party hereafter becomes obligated by mandatory applicable law, regulation or judicial or administrative order (including, but not limited to any Freedom of Information Act or similar law) to disclose any Confidential Information to any third party, government authority or court, Receiving Party shall provide Disclosing Party with prompt written notice, consistent with applicable with law, regulation or judicial or administrative order, of such obligation so that Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing, Receiving Party may furnish that portion (and only that portion) of the Confidential Information that Receiving Party is legally compelled or is otherwise legally required to disclose; provided, however, that Receiving Party shall provide such assistance as Disclosing Party may reasonably request prior to and after such disclosure in obtaining a protective order, confidential treatment or other relief.

6. Upon completion of the aforesaid Authorized Purpose and in the absence of any further agreement between the Parties, each Party shall cease all use and make no further use of the Confidential Information disclosed to it. The terms and conditions of this Agreement shall expire on the second anniversary of the date of the last signature on the signature page hereto.

7. All Confidential Information is and shall remain the property of the Disclosing Party. Neither this Agreement nor any disclosure hereunder shall be deemed, by implication, estoppel or otherwise, to vest in the Receiving Party any license or ownership rights to the Confidential Information or the intellectual property of the Disclosing Party. Receiving Party shall not file any patent applications, copyright registrations or similar registrations of ownership on any intellectual property that includes Confidential Information. The Receiving Party shall promptly notify the Disclosing Party in writing upon solely or jointly conceiving or reducing to practice any process, device, article of manufacture or composition of matter which includes any Confidential Information.

8. Nothing in this Agreement shall obligate either Party to consummate any other agreement or to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to cease the discussions contemplated by this Agreement.

9. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY AND COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

10. This Agreement may not be altered or amended except in writing signed by both Parties. If any part of this Agreement shall be found to be illegal or unenforceable to any extent or in any application, then the validity and enforceability of the remaining provisions shall not be affected by such holding, and the invalid or unenforceable provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision.

~~11. This Agreement is governed by the laws of the State of Illinois without giving effect to principles of conflicts of laws. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED UPON, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE INVESTMENT APPROVALS CONTEMPLATED HEREBY.~~

12. Each Party agrees that any breach or threatened breach of this Agreement would cause irreparable harm to the other, that a remedy at law may be inadequate to remedy such a breach or threatened breach, and that the provisions of this Agreement may be enforced by way of a restraining order or injunction, without the requirement of posting a bond or other security, in addition to any other available legal remedies.

13. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed or delivered by electronic or facsimile means, and electronic or facsimile copies of executed signature pages shall be binding as originals.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date of the last signature below.

Clean Cloud Energy LLC

By: M. Schellah.

Name: Emmanuel Sakellakis

Title: Chief Executive Officer

Date: December 19, 2025

Village of Mahomet, Illinois

By: Abby Heckman

Name: Abby Heckman

Title: Village Planner

Date: 01/05/2026

CONFIDENTIALITY AGREEMENT
(Mutual Nondisclosure)

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is entered into by and between Clean Cloud Energy LLC, (together with its affiliates, "**Company**") and the Village of Mahomet, Illinois, an Illinois municipal corporation ("**Counterparty**"). Company and Counterparty are referred to herein collectively as the "**Parties**" and individually as a "**Party**." A Party disclosing Confidential Information (as defined below) pursuant to this Agreement shall be referred to as the "**Disclosing Party**," and a Party receiving such Confidential Information pursuant to this Agreement shall be referred to as the "**Receiving Party**."

1. Company and Counterparty each desire to receive and review Confidential Information solely for the purpose of discussing a potential a data center project (hereafter, "**Authorized Purpose**").

2. As used in this Agreement, the term "**Confidential Information**" shall mean all confidential or proprietary information disclosed by the Disclosing Party to the Receiving Party by any means, directly or indirectly, including but not limited to trade secrets, designs, technology, processes, methods, know-how, samples, models, prototypes, data, ideas, techniques, inventions (whether patentable or not), patent applications, works of authorship, formulas, information regarding finances, actual or anticipated business, business plans and opportunities, business ventures, business operations, costs, profits, markets, sales, products, product plans, marketing information, prices, employees, consultants, operational methods, actual or anticipated research or development, manufacturer lists, vendor lists, customer lists and other information having commercial value to the Disclosing Party and not readily available to the public. In addition, Confidential Information shall include the identity of the other Party, the nature and existence of this Agreement, the discussions and negotiations between the Parties as contemplated by this Agreement and any memoranda, notes, reports, documents and any media containing, and any copies or extracts of, Confidential Information as defined in this Section 2. Receiving Party acknowledges and agrees that Confidential Information shall include confidential information received by Disclosing Party for the Authorized Purpose from third parties subject to a duty on Disclosing Party's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Confidential Information are trade secrets, commercial and financial information that are proprietary, privileged or confidential such that disclosure of such Confidential Information would cause competitive harm to the business of Company and also the Counterparty.

3. The Receiving Party shall use reasonable care to avoid any unauthorized use or disclosure of Confidential Information disclosed to it and shall use at least the same level of care to prevent any unauthorized use or disclosure of such Confidential Information as it exercises in protecting its own information of a similar nature. The Receiving Party shall not, without the prior written consent of the Disclosing Party, make use of the Confidential Information disclosed to it other than for the Authorized Purpose, or disclose the Confidential Information to any person or entity except to such of its officers, directors, members, employees, contractors, consultants and advisors to whom disclosure is necessary for the Authorized Purpose and who have been made aware that the Confidential Information is confidential and are legally bound to treat it as such. The Receiving Party shall not, without the prior written consent of the Disclosing Party, reverse engineer, disassemble or decompile any Confidential Information.

4. Confidential Information shall not include the following: (a) information that was publicly known and made generally available in the public domain prior to the time of disclosure; (b) information that becomes publicly known and made generally available after disclosure through no action of the Receiving Party in violation of this Agreement; (c) information already in the possession of, or lawfully known by, the Receiving Party at the time of disclosure by the Disclosing Party; (d) information obtained by the Receiving Party from a third party lawfully in possession of such information and under no legal

obligation to Disclosing Party to maintain the confidentiality of such information; or (e) information independently developed by the Receiving Party without use of or reference to any of the Confidential Information.

5. Notwithstanding any provision herein to the contrary, in the event that the Receiving Party hereafter becomes obligated by mandatory applicable law, regulation or judicial or administrative order (including, but not limited to any Freedom of Information Act or similar law) to disclose any Confidential Information to any third party, government authority or court, Receiving Party shall provide Disclosing Party with prompt written notice, consistent with applicable with law, regulation or judicial or administrative order, of such obligation so that Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing, Receiving Party may furnish that portion (and only that portion) of the Confidential Information that Receiving Party is legally compelled or is otherwise legally required to disclose; provided, however, that Receiving Party shall provide such assistance as Disclosing Party may reasonably request prior to and after such disclosure in obtaining a protective order, confidential treatment or other relief.

6. Upon completion of the aforesaid Authorized Purpose and in the absence of any further agreement between the Parties, each Party shall cease all use and make no further use of the Confidential Information disclosed to it. The terms and conditions of this Agreement shall expire on the second anniversary of the date of the last signature on the signature page hereto.

7. All Confidential Information is and shall remain the property of the Disclosing Party. Neither this Agreement nor any disclosure hereunder shall be deemed, by implication, estoppel or otherwise, to vest in the Receiving Party any license or ownership rights to the Confidential Information or the intellectual property of the Disclosing Party. Receiving Party shall not file any patent applications, copyright registrations or similar registrations of ownership on any intellectual property that includes Confidential Information. The Receiving Party shall promptly notify the Disclosing Party in writing upon solely or jointly conceiving or reducing to practice any process, device, article of manufacture or composition of matter which includes any Confidential Information.

8. Nothing in this Agreement shall obligate either Party to consummate any other agreement or to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to cease the discussions contemplated by this Agreement.

9. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY AND COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

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[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date of the last signature below.

Clean Cloud Energy LLC

By: M. Schellah.

Name: Emmanuel Sakellakis

Title: Chief Executive Officer

Date: December 19, 2025

Village of Mahomet, Illinois

By: [Signature]

Name: Austin Shufflerbarger

Title: Economic Development

Date: 1/5/2026

CONFIDENTIALITY AGREEMENT
(Mutual Nondisclosure)

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is entered into by and between Clean Cloud Energy LLC, (together with its affiliates, "**Company**") and the Village of Mahomet, Illinois, an Illinois municipal corporation ("**Counterparty**"). Company and Counterparty are referred to herein collectively as the "**Parties**" and individually as a "**Party**." A Party disclosing Confidential Information (as defined below) pursuant to this Agreement shall be referred to as the "**Disclosing Party**," and a Party receiving such Confidential Information pursuant to this Agreement shall be referred to as the "**Receiving Party**."

1. Company and Counterparty each desire to receive and review Confidential Information solely for the purpose of discussing a potential a data center project (hereafter, "**Authorized Purpose**").

2. As used in this Agreement, the term "**Confidential Information**" shall mean all confidential or proprietary information disclosed by the Disclosing Party to the Receiving Party by any means, directly or indirectly, including but not limited to trade secrets, designs, technology, processes, methods, know-how, samples, models, prototypes, data, ideas, techniques, inventions (whether patentable or not), patent applications, works of authorship, formulas, information regarding finances, actual or anticipated business, business plans and opportunities, business ventures, business operations, costs, profits, markets, sales, products, product plans, marketing information, prices, employees, consultants, operational methods, actual or anticipated research or development, manufacturer lists, vendor lists, customer lists and other information having commercial value to the Disclosing Party and not readily available to the public. In addition, Confidential Information shall include the identity of the other Party, the nature and existence of this Agreement, the discussions and negotiations between the Parties as contemplated by this Agreement and any memoranda, notes, reports, documents and any media containing, and any copies or extracts of, Confidential Information as defined in this Section 2. Receiving Party acknowledges and agrees that Confidential Information shall include confidential information received by Disclosing Party for the Authorized Purpose from third parties subject to a duty on Disclosing Party's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Confidential Information are trade secrets, commercial and financial information that are proprietary, privileged or confidential such that disclosure of such Confidential Information would cause competitive harm to the business of Company and also the Counterparty.

3. The Receiving Party shall use reasonable care to avoid any unauthorized use or disclosure of Confidential Information disclosed to it and shall use at least the same level of care to prevent any unauthorized use or disclosure of such Confidential Information as it exercises in protecting its own information of a similar nature. The Receiving Party shall not, without the prior written consent of the Disclosing Party, make use of the Confidential Information disclosed to it other than for the Authorized Purpose, or disclose the Confidential Information to any person or entity except to such of its officers, directors, members, employees, contractors, consultants and advisors to whom disclosure is necessary for the Authorized Purpose and who have been made aware that the Confidential Information is confidential and are legally bound to treat it as such. The Receiving Party shall not, without the prior written consent of the Disclosing Party, reverse engineer, disassemble or decompile any Confidential Information.

4. Confidential Information shall not include the following: (a) information that was publicly known and made generally available in the public domain prior to the time of disclosure; (b) information that becomes publicly known and made generally available after disclosure through no action of the Receiving Party in violation of this Agreement; (c) information already in the possession of, or lawfully known by, the Receiving Party at the time of disclosure by the Disclosing Party; (d) information obtained by the Receiving Party from a third party lawfully in possession of such information and under no legal

obligation to Disclosing Party to maintain the confidentiality of such information; or (e) information independently developed by the Receiving Party without use of or reference to any of the Confidential Information.

5. Notwithstanding any provision herein to the contrary, in the event that the Receiving Party hereafter becomes obligated by mandatory applicable law, regulation or judicial or administrative order (including, but not limited to any Freedom of Information Act or similar law) to disclose any Confidential Information to any third party, government authority or court, Receiving Party shall provide Disclosing Party with prompt written notice, consistent with applicable with law, regulation or judicial or administrative order, of such obligation so that Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing, Receiving Party may furnish that portion (and only that portion) of the Confidential Information that Receiving Party is legally compelled or is otherwise legally required to disclose; provided, however, that Receiving Party shall provide such assistance as Disclosing Party may reasonably request prior to and after such disclosure in obtaining a protective order, confidential treatment or other relief.

6. Upon completion of the aforesaid Authorized Purpose and in the absence of any further agreement between the Parties, each Party shall cease all use and make no further use of the Confidential Information disclosed to it. The terms and conditions of this Agreement shall expire on the second anniversary of the date of the last signature on the signature page hereto.

7. All Confidential Information is and shall remain the property of the Disclosing Party. Neither this Agreement nor any disclosure hereunder shall be deemed, by implication, estoppel or otherwise, to vest in the Receiving Party any license or ownership rights to the Confidential Information or the intellectual property of the Disclosing Party. Receiving Party shall not file any patent applications, copyright registrations or similar registrations of ownership on any intellectual property that includes Confidential Information. The Receiving Party shall promptly notify the Disclosing Party in writing upon solely or jointly conceiving or reducing to practice any process, device, article of manufacture or composition of matter which includes any Confidential Information.

8. Nothing in this Agreement shall obligate either Party to consummate any other agreement or to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to cease the discussions contemplated by this Agreement.

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12. Each Party agrees that any breach or threatened breach of this Agreement would cause irreparable harm to the other, that a remedy at law may be inadequate to remedy such a breach or threatened breach, and that the provisions of this Agreement may be enforced by way of a restraining order or injunction, without the requirement of posting a bond or other security, in addition to any other available legal remedies.

13. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed or delivered by electronic or facsimile means, and electronic or facsimile copies of executed signature pages shall be binding as originals.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date of the last signature below.

Clean Cloud Energy LLC

By: M. Schellah.

Name: Emmanuel Sakellakis

Title: Chief Executive Officer

Date: December 19, 2025

Village of Mahomet, Illinois

By: Patrick J. Brown

Name: Patrick J. Brown

Title: Village Administrator

Date: 1/5/2026

IRREVOCABLE WAIVER, RELEASE, AND COVENANT NOT TO ENFORCE

This Irrevocable Waiver, Release, and Covenant Not to Enforce (this “**Release**”) is made by Clean Cloud Energy LLC, on behalf of itself and its affiliates, successors, and assigns (collectively, “**Company**”), for the benefit of the Village of Mahomet, Illinois, an Illinois municipal corporation (the “**Village**”), and Patrick J. Brown, Austin Shufflebarger, and Abby Heckman (collectively, the “**Staff Signatories**”), and is effective on the date of Company’s signature below (the “**Effective Date**”).

RECITALS

WHEREAS, Company and the Village are named as parties to three substantially identical agreements, each titled “Confidentiality Agreement (Mutual Nondisclosure),” each signed by Company on December 19, 2025, and each signed on January 5, 2026, in the name of the Village by one of the Staff Signatories, namely Patrick J. Brown (Village Administrator), Austin Shufflebarger (Economic Development), and Abby Heckman (Village Planner) (each, an “NDA,” and collectively, the “NDAs”);

WHEREAS, the NDAs were signed to facilitate preliminary, fact-finding discussions regarding a potential data center project (the “Project”);

WHEREAS, Section 5 of each NDA expressly contemplated that the Village may be required to disclose information under the Freedom of Information Act or other applicable law, and Company acknowledges that the NDAs did not and could not limit the Village’s obligations under the Illinois Freedom of Information Act (5 ILCS 140) (“FOIA”), the Illinois Open Meetings Act (5 ILCS 120), or any other applicable law; and

WHEREAS, Company is committed to public transparency regarding the Project and, to remove any doubt as to the effect of the NDAs, whether or not any NDA was ever binding on the Village, wishes to irrevocably release the Village and the Staff Signatories from the NDAs as set forth below, while formally maintaining its statutory protections under the Illinois Freedom of Information Act (5 ILCS 140) regarding proprietary financial, technical, and commercial information.

RELEASE

NOW, THEREFORE, Company hereby declares and agrees as follows:

1. **Waiver and Release.** Company hereby irrevocably waives, releases, and forever discharges the Village, the Staff Signatories, and the Village’s elected and appointed officials, officers, employees, and agents (collectively, the “Released Parties”) from any and all obligations, duties, restrictions, claims, and liabilities of any kind arising under or relating to any NDA, whether arising before or after the Effective Date, including, without limitation, all confidentiality and use restrictions, all notice and assistance obligations under Section 5, all obligations under Sections 6 and 7, and all remedies described in Section 12 of each NDA.

2. **Covenant Not to Enforce.** Company covenants that it will never commence, maintain, or cause to be commenced any action, claim, or proceeding against any Released Party to enforce any NDA, or to recover damages or obtain injunctive or other relief for any alleged breach of any NDA.

3. **No Restriction on Disclosure; No Reliance.** Company acknowledges that the Released Parties are free to disclose the existence and terms of the NDAs, the identity of Company, and the fact and substance of the discussions between Company and the Village regarding the Project, subject only to applicable law. Company represents that it has not requested that the Village withhold, redact, or delay the disclosure of any record or information on the basis of any NDA.

4. Reservation of Statutory Rights. Nothing in this Release waives, limits, or impairs Company's right or ability to assert, and Company hereby expressly asserts and confirms, that all proprietary commercial, financial, technical, and trade-secret information previously or hereafter submitted to the Village regarding the Project was, is, and continues to be furnished under an express, formal claim that such information is proprietary, confidential, and protected from disclosure under 5 ILCS 140/7(1)(g) and other applicable law.

5. Company's Own Obligations. Nothing in this Release releases Company from any obligation it may owe to the Village under any NDA. The Village may waive any such obligation in its sole discretion.

6. General Provisions. This Release is unconditional and irrevocable, is effective upon Company's signature without any action, approval, or signature by the Village or any Staff Signatory, and is binding upon Company and its affiliates, successors, and assigns. Each Released Party is an intended beneficiary of this Release and may rely upon and enforce it. This Release shall be governed by the laws of the State of Illinois, without giving effect to principles of conflicts of laws. If any provision of this Release is held unenforceable, the remaining provisions shall remain in full force and effect. The individual signing below represents that he is duly authorized to execute this Release on behalf of Company. An electronic or facsimile copy of this signed Release shall be binding as an original.

IN WITNESS WHEREOF, Company has executed this Release as of the date set forth below.

Clean Cloud Energy LLC:

By: M. Sakellakis

Name: Emmanuel Sakellakis

Title: President

Date: September 16, 2026

A reference to a site plan, building / site / landscaping renderings, etc. may eliminate the need for some of the language listed below.

REDACTED

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this _____ day of _____, 2026, by and between the VILLAGE OF MAHOMET, an Illinois municipal corporation located in Champaign County, State of Illinois (the “Village”), _____, (“**Owner**”) and Rising Edge, LLC, a Delaware limited liability company (“**Developer**”) (the Village, Owner and Developer are sometimes referred to herein collectively as “**Parties**” and individually as a “**Party**”).

WITNESSETH

WHEREAS, Developer is the contract purchaser of the real property legally described and depicted on **Exhibit A**, attached hereto, consisting of approximately ^{REDACT} acres (the “**Development**”); and

WHEREAS, the Development is presently zoned County ^{REDACT} pursuant to the Zoning Ordinance of the County of Champaign, Illinois and is currently used primarily for agricultural purposes; and

WHEREAS, the Development is located in unincorporated ^{REDACT} Champaign County, Illinois; and

WHEREAS, the Village is a municipal corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, the Owner and Developer desire that the Development be annexed to the Village, zoned and developed pursuant to the terms and conditions set forth in an Annexation Agreement; and

WHEREAS, the Village has the authority to enter into an Annexation Agreement pursuant to State law; and

WHEREAS, the Village does not provide fire protection or library services independent of the existing ^{REDACT} and ^{REDACT}, no notices are required to be sent to the ^{REDACT} or the ^{REDACT}; and

WHEREAS, the annexation contemplated herein includes ^{REDACT}, a highway under the jurisdiction of ^{REDACT}, which requires that notices be sent to the ^{REDACT}; and

WHEREAS, the Development, along with the applicable portions of adjacent rights-of-way (to the extent, if at all, not already located within the corporate limits of the Village or of another municipality), is intended to be annexed to the Village pursuant to applicable provisions of 65 ILCS 5/7-1-1 et seq., and the Owner and Developer desire to annex the Development to the Village, effective upon Developer’s acquisition of the Development, pursuant to 65 ILCS 5/7-1-8.

WHEREAS, the Owner has executed petitions for annexation with the Village; and

WHEREAS, Owner and Developer (as successor-in-interest to the Development) has petitioned for Amending the Zoning Classification Upon Annexation to the ^{REDACT} District, as authorized by the Village's Zoning Ordinance (the "**Rezoning Ordinance**"); and

WHEREAS, a public hearing was held by the Village's Plan & Zoning Commission on the requested zoning approvals on _____, and the findings of fact and recommendations made by said the Plan & Zoning Commission relative to such requests have been forwarded to the Corporate Authorities; and

WHEREAS, All other and further notices, publications, procedures, public hearings (including a public hearing before the Board of Trustees) on this Annexation Agreement and other matters attendant to the consideration and approval of this Agreement and the annexation and zoning of the Development have been given, made, held and performed by the Village as required by 65 ILCS 5/7-1-8 and 65 ILCS 5/11-15.1-1 et seq., and other applicable statutes, and all applicable ordinances, regulations and procedures of the Village; and

WHEREAS, the Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the Plan & Zoning Commission in connection with the requested zoning and have further duly considered the terms and provisions of this Agreement and, by a resolution or ordinance duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, have authorized the Village President to execute and the Village Clerk to attest this Agreement on behalf of the Village; and

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the annexation of the Development and development of the Development property, upon the terms and conditions of this Agreement, would further the growth of the Village and enable the Village to control the development of the area and serve the best interests of the Village; and

WHEREAS, the Village Board of Trustees shall adopt ordinances annexing the Development to the Village (the "**Annexation Ordinance**") and zoning the property upon annexation to the ^{REDACT} and granting preliminary approval (the "**Rezoning Ordinance**"); and

WHEREAS, the proposed annexation, zoning, development, and use of the Development for one or more data center campuses, ancillary uses, other essential services and utility activities serving the data center campuses in accordance with the terms and conditions of this Agreement, will be compatible with and will further the planning objectives of the Village, will be of substantial benefit to the Village, School District, and all taxing bodies, will extend the corporate limits and jurisdiction of the Village, will contribute to the orderly growth, planning and development of the Village, will increase the tax base of the Village, school district and other taxing bodies, will promote and enhance the general welfare of the Village and its residents, and will create job and economic growth opportunities within the Village and surround area; and

WHEREAS, The Parties desire to set forth their agreements and understandings with respect to the annexation, zoning, use, and development of the Development; and

WHEREAS, the Parties desire to enter into this Agreement with respect to the Development pursuant to applicable law, including, without limitation, the Village's authority to contract in Article VII, Section 10(a) of the Illinois Constitution and authority in the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), and to thereby to approve the zoning and subdivision of the Development; and

WHEREAS, each Party has materially altered its respective position in reliance upon the execution of this Agreement and the performance of its terms and provisions by the other Parties.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, and agreements herein made, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation.** The Parties acknowledge and agree that the recitals contained in the Preamble herein shall become a part of this Annexation Agreement. All exhibits attached to this Annexation Agreement are incorporated by this reference. Owner, Developer and Village shall fully cooperate with each other in carrying out the terms of this Annexation Agreement. All Parties represent that they have the full authority to enter into this Annexation Agreement pursuant to law.

2. **Annexation of the Development.**

Upon approval of this Agreement, the Village shall adopt the Annexation Ordinance, a copy of which is attached hereto as **Exhibit B** and record the ordinance and plat annexing the Annexation Property into the Village and the Owner, Village and the Developer respectively will do all things necessary or appropriate to cause the Annexation Property as described in and depicted in **Exhibit B** to be duly and validly annexed to the Village.

3. **Zoning and Subdivision Approvals; Final Engineering Plans.**

a. The Village shall adopt a Rezoning Ordinance, a copy of which is attached hereto as **Exhibit C**. The Rezoning Ordinance shall take effect immediately upon annexation of the Development pursuant to the Annexation Ordinance.

b. The Development shall be developed in conformance with the terms and conditions of this Agreement, Rezoning Ordinance, in substantial conformance with all the preliminary plans and the preliminary plat of subdivision referenced in the Rezoning Ordinance (collectively, the "**Preliminary Plans**"), and in conformance with other Applicable Ordinances and Regulations (as hereinafter defined).

c. The Development may be used as one or more data center campuses, ancillary uses, other essential services and utility activities serving the data center campuses and essential services, as generally depicted on the Preliminary Plans and defined in more detail in the Rezoning Ordinance (collectively, the "**Project**").

d. Subject to approval of Final Engineering Plans pursuant to subsection "e" below, Developer shall have the right to submit final plans for approval as provided the Zoning

Ordinance in such phases as Developer shall determine (the “**Final Plans**”). The Village shall approve Final Plans for the various phases of the Project provided that such Final Plans conform to the terms and conditions of this Agreement, the Rezoning Ordinance, substantially conform to the Preliminary Plans, and conform to other Applicable Ordinances and Regulations. It is recognized that the exact size and number of buildings may be subject to change as the project moves to Final Plans.

e. Prior to applying for a final plat of subdivision or building permits for any particular phase, Developer shall submit final engineered site development plans for such phase for the Village’s approval (“**Final Engineering Plans**”). The Village staff shall review and either approve or provide written comments on the Final Engineering Plans within thirty (30) business days of the Village’s receipt thereof. In all cases the Final Engineering Plans shall substantially conform to the Preliminary Plans and shall conform to this Agreement, the Rezoning Ordinance, and all Applicable Ordinances and Regulations.

f. The Project may be developed pursuant to the Preliminary Plans, Final Plans and Final Engineering Plans notwithstanding any future rezoning by the Village of property adjacent to the Development which rezoning allows for residential uses or overnight stays on any such adjacent property.

4. **Applicable Codes and Regulations.** All planning, subdivision, and development of, and construction upon, the Development shall comply with all codes, ordinances, and regulations of the Village in effect at the time of application for the relevant permits; provided, however, to the extent of any conflict, ambiguity or inconsistency between the terms, provisions or standards contained in this Agreement, the Rezoning Ordinance, or the Preliminary Plans, or the Final Plans when approved by the Village, on one hand, and the terms, provisions or standards, either presently existing or hereafter adopted or amended, of the Zoning Ordinance, the Village’s Subdivision Regulations, or any other Village code, ordinance or regulation, on the other hand, then the former shall in all cases govern and control. The Rezoning Ordinance, the Preliminary Plans, the Final Plans when approved by the Village, the Zoning Ordinance, the Village’s Subdivision Regulations, and other applicable Village ordinances, rules and regulations, as modified with respect to the Development pursuant to the terms of this Agreement, are collectively referred to herein as “**Applicable Ordinances and Regulations**”.

5. **Sanitary Sewer Improvements.**

a. Developer, at Developer’s sole cost and expense, shall construct all improvements and facilities necessary to provide sanitary sewer service to the Project, as set forth on the Preliminary Plans and as may hereafter be finally approved pursuant to the Final Engineering Plans and Final Plans (collectively, the “**Sanitary Sewer Improvements**”). The Sanitary Sewer Improvements that will be dedicated to the Village will be determined by the Village in its sole discretion in connection with review and approval of the Final Engineering Plans (collectively, the “**Public Sanitary Sewer Improvements**”). Such Public Sanitary Sewer Improvements shall be constructed in concert with applicable Roadway Improvements.

b. All Sanitary Sewer Improvements that are not Public Sanitary Sewer Improvements, including, without limitation, all service lines, lift stations, pumps, expansion or new treatment facilities, and other improvements and facilities necessary or appropriate to provide sanitary sewer service to the Project, shall be privately owned and maintained (collectively, the “**Private Sanitary Sewer Improvements**”). Developer shall be solely responsible, at its sole cost and expense, for the operation, maintenance, repair, and replacement of all Private Sanitary Sewer Improvements, which obligations may be assigned by Developer to the **Association**, as provided in Section 9 below. Private Sanitary Sewer Improvements shall be constructed and used for the sole purpose of providing sanitary sewer/wastewater treatment and disposal service for the benefit of the Development only and for no other real property whatsoever without the express prior written consent of the Village, which consent may be granted or withheld in the Village’s sole discretion.

c. Prior to the issuance by the Village of an occupancy permit for any facility to be constructed on the Development, and subsequent to the issuance of required permits and approvals by the Village and the IEPA and any other agency having jurisdiction thereof, Developer shall connect the Development to the Village sanitary sewer utility system. Developer shall, at its expense, be responsible for the cost of the following: acquisition of all necessary permits and approvals, the design, all engineering expenses, construction, installation, and testing of the sewer mains, lift stations, valves, meters, manholes, expansion or new treatment facilities, and other appurtenances necessary for connection to Village sewer facilities. Design engineering shall be performed by firms that are mutually agreeable to Village and Developer. The specifications, depth, location, and connection points of the sewer system shall be depicted by Developer in a municipal utilities engineering plan prepared by a professional engineer in accordance with the Village’s current Infrastructure Design Manual and submitted to the Village for approval. Sewer infrastructure shall be designed in a manner to facilitate regional development in areas adjacent to the Development that will provide maximum benefit to the Village’s utility system. Subject to compliance with said municipal utilities engineering plan the Village shall approve necessary permits and shall consent to such permits to be issued by third party agencies having jurisdiction, if applicable.

d. Developer shall pay when due all permit fees, connection fees, service and use charges, and all other charges and fees applicable to the Sanitary Sewer Improvements and the provision of sanitary sewer service to the Project pursuant to the Village’s Municipal Code, as the same may be amended from time-to-time as uniformly applicable to all industrial customers in the Village.

e. Average daily discharge to the Village’s sanitary sewer system, calculated on an annual (calendar year) basis, shall not exceed gallons per day. Peak daily flow shall not exceed gallons per day. These limits do not apply to operation and testing of any fire suppression system or to any restroom facilities for Utility Uses. Non-domestic waste shall not be discharged to the Village’s sanitary sewer system except as explicitly authorized in an approved industrial pretreatment permit issued by the Village. Developer

shall install a master sanitary sewer service meter for the Project, the **Association** shall remain liable to the Village for all sanitary sewer service charges for the Project, and the **Association** may charge individual owners through assessments. Without limiting the Village's other rights and remedies under this Agreement, if the Project exceeds the peak daily flow or average daily discharge limits stated above, the **Association shall pay the applicable rate for sanitary sewer charges with respect to such excess.** Developer may request increases to the foregoing limits from time to time, which the Village may approve or deny in its sole discretion.

f. Developer, at the Developer's sole cost and expense, shall construct all improvements and facilities necessary to provide sanitary sewer discharge water to be used at the Project for closed looped liquid chilled cooling.

6. **Water Improvements.**

a. Developer, at Developer's sole cost and expense, shall construct all improvements and facilities necessary to provide water service to the Project, as set forth on the Preliminary Plans and as may hereafter be finally approved pursuant to the Final Engineering Plans and Final Plans (collectively, the "**Water Improvements**"). The Water Improvements that will be dedicated to the Village will be determined by the Village in its sole discretion in connection with review and approval of the Final Engineering Plans (collectively, the "**Public Water Improvements**"). Such Public Water Improvements shall be constructed in concert with applicable Roadway Improvements. No municipal water towers or tanks are expected to be required of Developer. If in the future they shall be required, Developer will have the sole cost and expense.

b. All Water Improvements that are not Public Water Improvements, including, without limitation, all service lines, pumps, valves, meters, standpipes, hydrants, expansion or new treatment facilities, and other improvements and facilities necessary or appropriate to provide water service to the Project, shall be privately owned and maintained (collectively, the "**Private Water Improvements**"). Developer shall be solely responsible, at its sole cost and expense, for the operation, maintenance, repair, and replacement of all Private Water Improvements, which obligations may be assigned by Developer to the Association, as provided in Section 9 below. Private Water Improvements shall be constructed and used for the sole purpose of providing water service for the benefit of the Development only and for no other real property whatsoever without the express prior written consent of the Village, which consent may be granted or withheld in the Village's sole discretion.

c. Prior to the issuance by the Village of an occupancy permit for any building to be constructed on the Development, and subsequent to the issuance of required permits and approvals by the Village and the Illinois Environmental Protection Agency (IEPA) and any other agency having jurisdiction thereof, Developer shall connect the Development to the Village water utility system. Developer shall, at its expense, be responsible for the cost of the following: acquisition of all necessary permits and approvals, the design, all engineering expenses, construction, installation, and testing of water mains, any looping of

water mains as required by applicable ordinances, valves, meters, hydrants, manholes, expansion or new treatment facilities, and other appurtenances necessary for connection to Village water system. Design engineering shall be performed by firms that are mutually agreeable to Village and Developer. Developer shall design and construct water system improvements to meet fire code requirements, including the potential need for on-site storage, pumping stations, treatment facilities or any other water-utility infrastructure as deemed necessary by the Village to serve the Development. The specifications, depth, location, and connection points of the water and sewer system shall be depicted by Developer in a municipal utilities engineering plan prepared by a professional engineer in accordance with the Village's current Infrastructure Design Manual and submitted to the Superintendent of Public Works for approval. Water infrastructure shall be designed in a manner to facilitate regional development in areas adjacent to the Development that will provide maximum benefit to the Village's utility system. Subject to compliance with said municipal utilities engineering plan, the Village shall approve necessary permits and shall consent to such permits to be issued by third party agencies having jurisdiction, if applicable.

d. Developer shall pay when due all permit fees, tapping fees, connection fees, service and use charges, and all other charges and fees applicable to the Water Improvements and the provision of water service to the Project pursuant to the Village's Municipal Code, as the same may be amended from time-to-time as uniformly applicable to all industrial customers in the Village.

e. Potable water supplied by the Village may be utilized for the following uses on the Development:

- Fire suppression in accordance with Village building codes and any applicable fire protection insurance requirements;
- Domestic use;
- Humidification for climate control purposes;
- Initial flushing and filling of a closed-loop cooling system at a date, time, and flow rate approved by the Superintendent of Public Works. A minimum of Fifteen (15) calendar days prior to the desired date for filling and/or flushing activities the Public Works Superintendent shall be contacted to establish the date, time and flow rate;
- Limited maintenance of the closed-loop cooling system as approved by the Village; and
- Irrigation of landscaped areas.

Potable water supplied by the Village shall not be utilized for the following uses on the Development:

- Evaporative cooling; or
- Other manufacturing processing

Average daily potable water consumption, calculated on an annual basis, shall not exceed gallons per day. Peak daily use shall not exceed gallons per day. These limits do not apply to operation and testing of the fire suppression system or to any **restroom facilities**. Without limiting the Village's other rights and remedies under this Agreement, if the Project exceeds the peak daily use or average daily use limits stated above, the **Association shall pay** ^{REDACT} **the applicable rate for water service charges with respect to such excess**. Developer shall install a master water meter for the Project, the Association shall remain liable to the City for all water service charges for the Project, and the **Association** may charge individual owners through assessments. Developer may request increases to the foregoing limits from time to time, which the Village may approve or deny in its sole discretion.

The water systems shall be protected with backflow devices to include air gaps and RPZ devices as determined by the Village during the engineering plan review process.

Design of fire suppression system shall be approved by the Village and shall not negatively impact Village operations and/or water quality. On-site storage for fire suppression may be required.

7. **Stormwater Drainage.**

a. Developer, at Developer's sole cost and expense, shall construct all storm sewers, stormwater management systems, floodplain modifications, and compensatory storage facilities required for the stormwater drainage of the Development generally as set forth on the Preliminary Plans, as may hereafter be finally approved pursuant to the Final Plans, and as required by Applicable Ordinances and Regulations (collectively, the "**Stormwater Management Improvements**"). Developer may provide detention on a phase-by-phase basis as the various portions of the Development are developed or to service multiple phases of development of the Development collectively. The Stormwater Management Improvements that will be dedicated to the Village will be determined by the Village in its sole discretion in connection with review and approval of the Final Engineering Plans (collectively, the "**Public Stormwater Management Improvements**"). Such Public Stormwater Management Improvements shall be constructed in concert with applicable Roadway Improvements or as necessary to service stormwater management facilities.

b. All Stormwater Management Improvements that are not Public Stormwater Management Improvements, including, without limitation, all service lines, pumps, valves, drains, ditches, ponds, vaults, and other improvements and facilities necessary or appropriate to provide stormwater drainage to the Project, shall be privately owned and maintained (collectively, the "**Private Stormwater Management Improvements**"). Developer shall be solely responsible, at its sole cost and expense, for the operation, maintenance, repair, and replacement of all Private Stormwater Management Improvements, which obligations may be assigned by Developer to the Association, as provided in Section 9 below. The Private Stormwater Management Improvements shall be constructed and used for the sole purpose of providing stormwater drainage for the benefit of the Development only and for no other real property whatsoever without the express

prior written consent of the Village, which consent may be granted or withheld in the Village's sole discretion.

c. Developer shall pay when due all permit fees, connection fees, service and use charges, and all other charges and fees applicable to the Stormwater Management Improvements and the provision of storm sewer service to the Project pursuant to the Village's Municipal Code as the same may be amended from time-to-time as uniformly applicable to all industrial customers in the Village.

8. **Roadway Improvements.**

a. A Traffic Impact Analysis Report is required to be completed by the Developer and submitted to the Village no later than **October 1, 2026**.

b. Developer shall pay all costs associated with the Roadway Improvements ("Roadway Improvements") described below and depicted in Exhibits , including construction costs, engineering costs, easement or right-of-way acquisition costs, costs associated with the acquisition of railroad right-of-way, any required upgrades such as lighted crossing bars that may be required for the crossing by the Illinois Commerce Commission or IDOT, removal and/or relocation of any existing easements and facilities (including poles) owned by public utility companies (e.g., Ameren Illinois, fiber, Frontier, ect), utility fees, required signalized intersections, and any other incidental fees and expenses related to the Roadway Improvements. Roadways Improvements shall be constructed in accordance with the Village's Infrastructure Design Manual and village roadway classification and design requirements that determine roadway widths and materials.

c. Prior to the first phase of the Development beginning construction, the Developer shall have completed at its cost the full width Roadway Improvements to ^{REDACT}
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d. At such time as a phase of the Development adjacent to each road is developed, Developer, at Developer's sole cost and expense, shall construct all required full width public road improvements and facilities, including a 10' multi-use path adjacent to these improvements, necessary to permit Developer's use and development of the Development as shown on the Preliminary Plans, as may hereafter be finally approved pursuant to the Final Plans, and in conformance with the Traffic Impact Analysis Report dated , this Agreement and Applicable Ordinances and Regulations (collectively, the "**Public Roadway Improvements**"). The Public Roadway Improvements include:

i. ^{REDACT} the full extent of their Development frontage, to three (3) lane cross sections including all improvements

depicted on the Preliminary Plans, and meeting all Applicable Ordinances and Regulations.

ii. REDACT the full extent of their Development frontage, to three (3) lane cross sections including all improvements depicted on the Preliminary Plans, and meeting all Applicable Ordinances and Regulations.

iii. REDACT the full extent of their Development frontage, to three (3) lane cross sections including all improvements depicted on the Preliminary Plans, and meeting all Applicable Ordinances and Regulations.

i. Any future expansion of the project that would include road frontage not specifically mentioned or identified, the full extent of their Development frontage, to three (3) lane cross sections including all improvements depicted on the Preliminary Plans, and meeting all Applicable Ordinances and Regulations.

Public Roadway Improvements may be constructed in phases as contemplated by Section 3 above and shall be completed prior to issuance of certificates of occupancy for the first building in each such phase.

e. Unless approved otherwise by the Village, all other roads, intersections, driveways, signage, lighting, and other roadway improvements in the Project shall be privately owned and maintained (collectively, the “**Private Roadway Improvements**”). Developer shall be solely responsible, at its sole cost and expense, for the operation, maintenance, repair, and replacement of all Private Roadway Improvements, which obligations may be assigned by Developer to the Association, as provided in Section 9 below.

f. The Association shall be responsible for all maintenance of all Roadway Improvements within the Development but will be temporarily responsible for all maintenance of Roadways adjacent to the Project as identified in Section 8 while any phase of the overall Development is under construction. The Development Covenants shall contain provisions acceptable to the Village in this regard.

9. **Dedication; Public Utilities.**

a. Except as otherwise provided in this Agreement, all Public Sanitary Sewer Improvements, Public Water Improvements, Public Stormwater Management Improvements, and Public Roadway Improvements (collectively, “**Public Improvements**”) shall be constructed by Developer in platted rights-of-way, lots, or easements in accordance with Applicable Ordinances and Regulations and dedicated to the Village upon completion, and acceptance by the Village. The Developer shall also be required to provide easements and/or dedicate property for the Public Improvements contemplated by this Agreement.

- b. Upon completion of Public Improvements and notice thereof from Developer, the Village shall, within a reasonable time, inspect the same and either accept the dedication thereof or notify Developer in writing of any corrections that may be necessary to cause such Public Improvement to conform with Applicable Codes and Ordinances. After Developer has made required corrections, the Village shall reinspect the same within a reasonable time. Developer shall deliver to the Village duly written instruments conveying to the Village all right, title, and interest Developer may have in the Public Improvements, free and clear of all liens and encumbrances.
- c. Developer shall be solely responsible, at its own cost, for removal and/or relocation of any existing easements and facilities including power poles, of public utility companies (e.g., Ameren Illinois, fiber, Frontier, ect) as may be necessary to construct the Public Improvements or develop the Project, and for all new easements and facilities as may be necessary for the provision of public utility services to the Project.
10. **Subdivision Plats.** The Preliminary Plat of **Rising Edge Data Center** is approved in conjunction with the Rezoning Ordinance. Developer shall apply for final subdivision approvals as required by Applicable Ordinances and Regulations, or as Developer deems necessary and appropriate for the orderly development of the Development. When final subdivision approval is requested by Developer, the Plan and Zoning Commission shall complete its review and act upon the same within sixty (60) days after submittal of a complete set of documents in compliance with this Agreement and Applicable Ordinances and Regulations. Final and recording plat approvals will not be reviewed by Village until Final Engineering Plans have been approved by Village for the Phase for which subdivision approval is requested. Final plats of subdivision shall be acted on by the Village Board of Trustees within sixty (60) days after action thereon by the Plan and Zoning Commission. Nothing herein shall be construed to require Plan and Zoning Commission or Village Board of Trustees approval of any plat or plan which does not meet the requirements of this Agreement and Applicable Ordinances and Regulations. Final plats of subdivision may be submitted for all, or any portion of the Development, at Developer's option, provided all certifications and information required by statute or ordinance are included thereon and said plats meet all the requirements of the Village's Subdivision Regulations. Developer shall comply with all the technical review, including review of topographical information, detention and storm water management plans (whether temporary or permanent, at Developer's election), utility plans, public improvements, and dedication requirements of this Agreement and Applicable Ordinances and Regulations.
11. **Development Covenants and Association.** Developer shall impose covenants, conditions, restrictions, and easements on the Development, except for Lots not owned by the Developer, which shall run with the land and be binding upon and inure to the benefit of Developer and all successor owners of the Development and any portion thereof (the "**Development Covenants**"). The Development Covenants shall provide for the establishment of a Development owners' association (the "**Association**"), which shall have the right and obligation to administer, manage, maintain, operate, repair, and replace all Private Sanitary Sewer Improvements, Private Water Improvements, Private Stormwater

Management Improvements, Private Roadway Improvements, landscaping, and all other private improvements wherever located, which are designed or intended to benefit more than one building or portion of the Development (other than private improvements exclusively serving Utility Uses on Lot 3) (collectively, “**Development Common Elements**”) and to assess the owners of the Development for all costs and expenses thereof (including to build appropriate reserves for capital repairs and replacements), which assessments shall be a lien in favor of the Association. Further, the Village shall have various rights of enforcement of the Development Covenants and the right to impose a special service area the form and structure of which shall be subject to the reasonable approval of the Corporate Authorities and Developer, the purpose of which will be to permit the City to levy special service area taxes solely in the event the Village is required to expend funds to cure defaults under the Development Covenants. Any special service area taxes imposed by the Village pursuant to this Section shall be limited to the actual costs incurred by the Village in establishing and administering the applicable special service area and curing the default and shall terminate upon reimbursement of all such costs. In connection with Developer’s submittal of Final Plans for the first phase of the Project, Developer shall submit the proposed Development Covenants, the form and content of which shall be subject to the review and approval of the Village Planner or their designee, which approval shall not be unreasonably withheld or delayed. The Corporate Authorities shall have no obligation to approve a Final Plan and or final Subdivision Plat until the approved Development Covenants have been approved and recorded on title to the Development.

12. **Site Development Permits and Emergency Services Plan.**

a. Developer shall have the right, at any time after delivery of the Closing Notice but prior to obtaining Village approval of Final Plans or building permits, to undertake, at Developer’s own risk, demolition of structures, excavation, preliminary grading and related site preparation work, filling and soil stockpiling on the Development in preparation for the development of the Development (or any portion thereof) on submittal of a grading plan and soil erosion and sedimentation control plan to the Village, which plans shall be reasonably satisfactory to the appropriate Village Departments. Such work shall be undertaken without injury to the property of surrounding property owners, and only after Developer has paid all fees and posted required security as required by this Agreement and Applicable Ordinances and Regulations.

b. Prior to issuance of any site development or building permits for the Project, Developer shall prepare and submit to the appropriate Village Departments for approval an emergency services plan that addresses, to the Director’s reasonable satisfaction, the following matters and other matters relating to the Village’s provision of emergency services to the Project:

- i. Power Supply/Generators
- ii. Fire Suppression/Water
- iii. Hazardous Materials

- iv. Access Control
- v. Severe Weather Vulnerability
- vi. Evacuation/Site Access
- vii. Emergency Operations/Coordination
- viii. Information Sharing/Public Messaging
- ix. Lighting/Signage

Developer and the Association shall maintain and operate the Project in a manner consistent with the approved emergency services plan.

13. **Building Permits.** The Village shall issue building permits for which Developer applies within thirty (30) business days of receipt of complete application therefor or within thirty (30) business days of the Village's receipt of the last of the documents required by Village ordinance to support such application. If the application is denied, the Village shall provide Developer written comments within said thirty (30) business day period specifying the reasons for denial of the application, including specifications of the requirements of ordinance or law which the application or supporting documents fail to meet, and the Village shall issue such building permits promptly upon Developer's compliance with those requirements. At the request of Developer and subject to Developer's compliance with this Agreement and Applicable Ordinances and Regulations, the Village will issue building permits in phases as follows: (1) grading and underground utilities, (2) foundation, (3) building shell, and (4) interior improvements or build-out.
14. **Certificates of Occupancy.** The Village shall issue a certificate of occupancy to Developer within ten (10) business days of application therefore (which application is in compliance with Applicable Ordinances and Regulations) or issue a letter of denial within said period informing Developer specifically as to what corrections are necessary as a condition of the issuance of a certificate and quoting the section of any Applicable Ordinances and Regulations relied on by the City in its request for correction. The Village will not issue a certificate of occupancy prior to the availability of storm water, sanitary sewer, and potable water service to the building or completion of public improvements related to such phase. The Village will issue temporary certificates of occupancy for buildings lacking completion of items which are weather dependent (such as exterior painting, landscaping, bituminous surface course, etc.) provided the Developer posts with the Village a bond, cash, or letter of credit in an amount both parties agree is sufficient to complete the work.
15. **Design and Operational Controls.** Developer shall comply with all design and operational controls set forth in the Rezoning and Ordinance, including limitations on operation of generators. Routine generator testing and emergency operation of backup generators shall be permitted in accordance with applicable environmental permits as provided in the Rezoning Ordinance.
16. **Security.** Developer shall post letters of credit as security for completion of Sanitary Sewer Improvements, Water Improvements, Stormwater Management Improvements, and Roadway Improvements required hereunder (collectively, "**Infrastructure Improvements**") in accordance with Applicable Ordinances and

Regulations. Developer shall only be required to post security for Infrastructure Improvements for the phase of development Developer is then seeking to construct as determined based on Final Plans for such phase and may, at its option, submit separate letters of credit for individual improvements or groups of improvements. Upon completion of a given improvement, Developer shall post with the Village a maintenance guarantee in the form of cash or a letter of credit in accordance with Applicable Ordinances and Regulations. Letters of credit shall be reduced proportionally upon posting of the Maintenance Guaranty. Letters of credit posted by Developer in accordance with this Section shall be in such form and issued by such institutions as are reasonably acceptable to the Village. Letters of credit shall be reduced periodically as improvements are completed and accepted by the Village.

17. **Continuation of Existing Uses.** The Development is now being used for crop farming. The Village has given due consideration of such current use. Accordingly, and notwithstanding any provision of the Village Code, the Zoning Ordinance, or any other code, ordinance, or regulation now in effect or adopted during the Term of this Agreement, the above described current use of the Development shall be permitted to continue but no changes to the various land use approvals or entitlements are or shall be required to the extent the Project is being carried out pursuant to the Rezoning Ordinance notwithstanding any concurrent residential use within the Development pursuant to this Section.
18. **Mutual Assistance.** The Parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms. Neither Party shall challenge the validity of this Agreement or the ordinances adopted pursuant hereto, or any provision thereof. In the event that the Developer is not able to acquire any necessary off-site easements or rights of way after making all commercially reasonable efforts to do so, then in that event, the Village shall assist the Developer by exercising its eminent domain authority. The Developer shall reimburse the Village for all costs associated with the eminent domain including reasonable attorney's fees, expert witnesses, court costs, awards and judgments.
19. **Breach and Remedies.**
 - a. In the event of a breach of this Agreement, the Party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein; provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same; provided further, however, in the case of a breach involving imminent risk of injury to persons or damage to property, the Party

alleged to be in breach shall correct the same as expeditiously as possible under the circumstances and in no event later than ten (10) days after written notice of said breach.

b. If either Party fails to perform any of its obligations hereunder, and the Party affected by such default shall have given notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within the time period set forth in subsection “a” above, then, in addition to any and all remedies that may be available, either at law or in equity, the Party affected by such default shall have the right, but not the obligation, to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

c. In the event of judicial action between the Parties to this Agreement with respect to the provisions of this Agreement, the prevailing Party will be entitled to recover in addition to any other recovery, its reasonable attorney’s fees and expenses actually incurred due to such action.

d. The Parties agree that any claim, action, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts located in Champaign County, Illinois. Each Party hereby consents to the personal jurisdiction of such courts and waives any objection to venue or forum based on inconvenience.

20. **Term.** This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date of execution of this Agreement, and for such further term as hereafter may be authorized by state statute and by Village ordinance and Developer’s consent (the “**Term**”). The expiration of the Term of this Agreement shall not affect the continuing validity of the annexation, zoning and subdivision approvals for the Development, any ordinance enacted by the Village pursuant to this Agreement, or any agreement separately entered into by the Parties pursuant to this Agreement.

21. **Indemnity.** Developer hereby agrees to indemnify, defend (with counsel reasonably acceptable to the Village) and hold harmless the Village, its elected and appointed officers, its boards, commissions and committees, the members of such boards commissions and committees, its employees, its representatives, its agents, its engineers, the successors, assigns, executors, administrators, heirs, and beneficiaries of the foregoing (the “**Indemnitees**”), from and against all claims, costs, damages, expenses, judgments, and lawsuits (collectively, “**Claims**”) which arise directly or indirectly from the Village’s approval of or entry into this Agreement or any actions contemplated or taken by the Village pursuant to this Agreement, including, but not limited to, annexation of the Development, approval of the Rezoning Ordinance, Preliminary Plans, Final Plans, site development permits, or building permits, acceptance of Public Improvements, or issuance of certificates of occupancy. To the extent permitted by law, this provision shall survive any termination or expiration of this Agreement.

22. **Community Benefits.**

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23. **Recapture Fees.** Developer shall be solely responsible for the payment, when due under applicable ordinances, of all recapture fees imposed by existing ordinances/agreements on the Development or the Project, which include fees imposed by Ordinances.
24. **Electric Utility Tax.** Developer acknowledges that the Village's Utility Tax and Infrastructure Maintenance Fee applicable to purchase and consumption of electricity at

the Project in accordance with the Village's Municipal Code, as the same may be amended from time-to-time as uniformly applicable to all industrial customers in the Village.

25. **Reimbursement of Costs and Fees.** The terms and conditions of the Professional Fee Reimbursement Agreement between the Village and Developer (or Developer's predecessor-in-interest) are incorporated by reference as if fully set forth in this Section and shall be binding upon Developer and its successors and assigns.
26. **Covenant not to Challenge Validity.** Developer acknowledges that it has entered into this Agreement of its own volition, has negotiated the terms and conditions of this Agreement, and will derive substantial benefits from this Agreement. Developer, for itself and its successors and assigns, irrevocably covenants and agrees that it shall not, directly or indirectly, initiate, support, join, fund, or voluntarily assist (except as required by law, subpoena, or court order) any claim, suit, or proceeding that challenges, contests, seeks to invalidate, enjoin, rescind, reform, or otherwise impair (a) this Agreement or any term or condition hereof, (b) the Rezoning Ordinance or any other Applicable Ordinances and Regulations, or (c) any permit or approval issued by the Village pursuant to this Agreement. Nothing herein shall be construed to prevent Developer from defending or asserting its contractual rights under this Agreement or its vested rights under the Rezoning Ordinance or any permits or approvals issued pursuant thereto. Without limiting the Village's other rights and remedies, if Developer breaches said covenant and agreement, after notice and an opportunity to cure as set forth herein, the Village shall have the right to terminate this Agreement upon written notice to Developer and to take any action with respect to the Rezoning Ordinance, and any other approval or permit issued to Developer or with respect to the Project without regard to the provisions of this Agreement.
27. **Project Labor Agreement.** ^{REDACT}
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28. **Disconnection.** ^{REDACT}
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29. **Miscellaneous.**
 - a. **Amendments.** This Agreement may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

b. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable. If for any reason the annexation, subdivision and zoning of the Development is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement.

Notwithstanding the foregoing provisions of this Section 28.b, if any agreement, covenant, obligation, or condition applicable to Developer in this Agreement, the Rezoning Ordinance is found or declared by a court of competent jurisdiction to be invalid or a taking of Developer's property as a result of Developer's breach of its covenants and agreements set forth in Section 26 above, the entirety of this Agreement shall be null and void and of no further force or effect, the Village shall have no further obligations hereunder, and the Village may take any action with respect to the Rezoning Ordinance and any other approval or permit issued to Developer or with respect to the Project without regard to the provisions of this Agreement.

c. No Waiver. The failure of the Parties to insist on the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, on any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

d. Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

e. Survival. The provisions contained herein shall survive the annexation of the Development and shall not be merged or expunged by the annexation of the Development to the Village.

f. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon Owner, Developer and its successors, grantees, lessees, transferees and assigns, and upon successor corporate authorities of the Village and successor municipalities and shall constitute a covenant running with the land. The obligations of a party under this Agreement shall apply only during the period in which Owner or Developer or its successor owner owns an interest in the Development or the applicable portion thereof, and upon a transfer of such interest the transferring party shall be released from obligations arising thereafter and the transferee shall assume such obligations. Any assignment of this Agreement by Owner or Developer shall not relieve the assignor of its obligations under this Agreement but instead such obligations shall be joint and several

with the assignee, unless such assignment by Owner or Developer has been approved by the Village Board of Trustees which approval shall not be unreasonably withheld provided the assignee demonstrates to the Village Board of Trustees reasonable satisfaction that it has the resources and experience necessary to perform all of the Owner and Developer's obligations hereunder.

g. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested or by nationally recognized couriers or personally delivered to the Parties, at the following addresses, or such other addresses as the Parties, by notice may designate:

If to Village:	Village of Mahomet PO Box 259 503 E Main St Mahomet, IL 61853 Attention: Village Manager
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with a copy to:	Evans, Froehlich, Beth & Chamley 44 Main Street, Suite 310 Champaign, IL 61820 Attention: Joseph P. Chamley
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If to Developer:	Rising Edge LLC
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with a copy to:	Clean Cloud Energy Attention: Steven Lucas
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h. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

i. Exhibits. All exhibits attached hereto are declared to be a part of this Agreement and incorporated herein by this reference.

j. **Approval.** Wherever any approval or consent of a Party is called for under this Agreement, the same shall not be unreasonably withheld, conditioned, or delayed.

k. **Estoppel.** From time to time upon written request of the Village, Developer, or any mortgagee, purchaser, or prospective purchaser of all or any portion of the Development, the other Party shall execute and deliver within thirty (30) days a written estoppel certificate certifying (i) that this Agreement is in full force and effect, (ii) whether the requesting Party is in default under this Agreement to the knowledge of the certifying Party, and (iii) the status of any obligations required to be performed under this Agreement. The City shall have no liability for statements made in good faith in any such estoppel certificate nor shall the City be estopped from exercising its police powers under Applicable Ordinances and Regulations.

l. Upon written request of Developer after completion of Developer's infrastructure and monetary obligations under this Agreement, the Village shall execute and deliver a certificate confirming that such obligations have been satisfied.

m. **Recording.** This Agreement shall be recorded in the office of the Clerk and Recorder of Deeds of Champaign County, Illinois.

[SIGNATURE PAGE TO FOLLOW]

**"VILLAGE" VILLAGE OF MAHOMET, CHAMPAIGN COUNTY,
ILLINOIS**

ATTEST:

STATE OF ILLINOIS)
) **SS.**
COUNTY OF CHAMPAIGN)

Given under my hand and Notarial Seal, this _____ day of _____, 2026.

SEAL

“OWNER”

By: _____

Date: _____

Name: _____

Title: _____

STATE OF _____)

)

SS.

COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared _____ **of** _____, an _____ limited liability company, and known to me to be the manager or president of these companies that executed this instrument and acknowledged this instrument to be the free and voluntary act and deed of the limited liability company and corporation, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this instrument and in fact executed this instrument on behalf of the limited liability company and corporation.

Given under my hand and Notarial Seal, this _____ day of _____, 2026.

Notary Public

SEAL

“DEVELOPER”

RISING EDGE, LLC

By: _____

Date: _____

Name: _____

Title: _____

STATE OF _____)

) SS.

COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared _____ of _____, an _____ limited liability company, and known to me to be the manager or president of these companies that executed this instrument and acknowledged this instrument to be the free and voluntary act and deed of the limited liability company and corporation, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this instrument and in fact executed this instrument on behalf of the limited liability company and corporation.

Given under my hand and Notarial Seal, this _____ day of _____, 2026.

Notary Public

SEAL

Lists of Exhibits:

Exhibit A – Legal Description of the Development

Exhibit B – Annexation Ordinance

Exhibit C – Rezoning PUD Ordinance

[EXHIBITS TO FOLLOW THIS PAGE]

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this _____ day of _____, 2026, by and between the VILLAGE OF MAHOMET, an Illinois municipal corporation located in Champaign County, State of Illinois (the “Village”), [Insert Landowner 1], [Insert Landowner 2], [Insert Landowner 3], [Insert Landowner 4] ; (collectively the “Original Owner”), and Rising Edge, Data Center LLC, a Delaware limited liability company (“**Developer**”) (the Village, Original Owner and Developer are sometimes referred to herein collectively as “**Parties**” and individually as a “**Party**”). Upon Developer’s (or its designated affiliate’s) acquisition of the Development, all rights, title, interests, and obligations of the “Original Owner” under this Agreement shall automatically vest in the Developer, and Developer shall thereafter be deemed both the “Owner” and the “Developer” for all purposes herein.

WITNESSETH

WHEREAS, Developer is the contract purchaser of the real property legally described and depicted on Exhibit A, attached hereto, consisting of approximately ^{REDACT} acres (the “**Development**”); and

WHEREAS, the Development is presently zoned County ^{REDACT} pursuant to the Zoning Ordinance of the County of Champaign, Illinois and is currently used primarily for agricultural purposes; and

WHEREAS, the Development is located in unincorporated ^{REDACT} Champaign County, Illinois; and

WHEREAS, the Village is a municipal corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, the ~~Owner and~~ Developer desires ^s that the Development be annexed to the Village, zoned and developed pursuant to the terms and conditions set forth in an Annexation Agreement; and

WHEREAS, the Village has the authority to enter into an Annexation Agreement pursuant to State law; and

WHEREAS, the Village does not provide fire protection or library services independent of the existing ^{REDACT} and ^{REDACT}, no notices are required to be sent to the ^{REDACT} or the ^{REDACT}; and

WHEREAS, the annexation contemplated herein includes ^{REDACT} a highway under the jurisdiction of ^{REDACT}, which requires that notices be sent to ^{REDACT} and the ^{REDACT}; and

WHEREAS, the Development, along with the applicable portions of adjacent rights-of-way (to the extent, if at all, not already located within the corporate limits of the Village or of another municipality), is intended to be annexed to the Village pursuant to applicable provisions of 65 ILCS 5/7-1-1 et seq., and the ~~Owner and~~ Developer desires to annex the Development to the Village, effective immediately upon Developer's acquisition of the Development~~the execution of this Agreement~~, pursuant to 65 ILCS 5/7-1-8.

WHEREAS, the Original Owner has executed petitions for annexation with the Village; and

WHEREAS, ~~Owner and~~ Developer (as successor-in-interest to the Development) has petitioned for Amending the Zoning Classification Upon Annexation to the I-1 Planned Industrial District, as authorized by the Village's Zoning Ordinance (the "**Rezoning Ordinance**"); and

Commented [LF3]: Please provide the draft rezoning ordinance.

WHEREAS, a public hearing was held by the Village's Plan & Zoning Commission on the requested zoning approvals on _____, and the findings of fact and recommendations made by said ~~the~~ Plan & Zoning Commission relative to such requests have been forwarded to the President and Board of Trustees of the Village (the "**Corporate Authorities**"); and

WHEREAS, All other and further notices, publications, procedures, public hearings (including a public hearing before the Board of Trustees) on this Annexation Agreement and other matters attendant to the consideration and approval of this Agreement and the annexation and zoning of the Development have been given, made, held and performed by the Village as required by 65 ILCS 5/7-1-8 and 65 ILCS 5/11-15.1-1 et seq., and other applicable statutes, and all applicable ordinances, regulations and procedures of the Village; and

WHEREAS, the Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the Plan & Zoning Commission in connection with the requested zoning and have further duly considered the terms and provisions of this Agreement and, by a resolution or ordinance duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, have authorized the Village President to execute and the Village Clerk to attest this Agreement on behalf of the Village; and

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the annexation of the Development and development of the Development property, upon the terms and conditions of this Agreement, would further the growth of the Village and enable the Village to control the development of the area and serve the best interests of the Village; and

WHEREAS, the Village Board of Trustees shall adopt ordinances annexing the Development to the Village (the "**Annexation Ordinance**") and zoning the property upon annexation to the I-1 Planned Industrial District and granting ~~preliminary~~ approval (the "**Rezoning Ordinance**"); and

Commented [LF4]: Rezoning Ordinance is already defined at beginning of this page. Please consider consolidating this whereas with the other whereas, or revising this one.

WHEREAS, the proposed annexation, zoning, development, and use of the Development for one or more data center campuses, ancillary uses, other essential services and utility activities serving the data center campuses in accordance with the terms and conditions of this Agreement, will be compatible with and will further the planning objectives of the Village, will be of substantial benefit to the Village, School District, and all taxing bodies, will extend the corporate limits and jurisdiction of the Village, will contribute to the orderly growth, planning and development of the Village, will increase the tax base of the Village, school district and other taxing bodies, will promote and enhance the general welfare of the Village and its residents, and will create job and economic growth opportunities within the Village and surround area; and

WHEREAS, The Parties desire to set forth their agreements and understandings with respect to the annexation, zoning, use, and development of the Development; and

WHEREAS, the Parties desire to enter into this Agreement with respect to the Development pursuant to applicable law, including, without limitation, the Village's authority to contract in Article VII, Section 10(a) of the Illinois Constitution and authority in the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), and ~~to~~ thereby to approve the zoning and subdivision of the Development; and

WHEREAS, each Party has materially altered its respective position in reliance upon the execution of this Agreement and the performance of its terms and provisions by the other Parties.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, and agreements herein made, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation.** The Parties acknowledge and agree that the recitals contained in the Preamble herein shall become a part of this Annexation Agreement. All exhibits attached to this Annexation Agreement are incorporated by this reference. Owner, ~~Developer~~ and Village shall fully cooperate with each other in carrying out the terms of this Annexation Agreement. All Parties represent that they have the full authority to enter into this Annexation Agreement pursuant to law.

2. **Annexation of the Development.**

Upon approval of this Agreement, the Village shall adopt the Annexation Ordinance, a copy of which is attached hereto as **Exhibit B** and record the ordinance and plat annexing the Annexation Property into the Village and the ~~Owner-Developer and~~ Village ~~and the Developer~~ respectively will do all things necessary or appropriate to cause the Annexation Property as described in and depicted in **Exhibit B** to be duly and validly annexed to the Village.

3. **Zoning and Subdivision Approvals; Final Engineering Plans.**

a. The Village shall adopt a Rezoning Ordinance, a copy of which is attached hereto as **Exhibit C**. The Rezoning Ordinance shall take effect immediately upon annexation of the Development pursuant to the Annexation Ordinance.

Commented [LF5]: Please provide draft annexation ordinance.

b. The Development shall be developed in conformance with the terms and conditions of this Agreement, Rezoning Ordinance, in substantial conformance with all the preliminary plans and the preliminary plat of subdivision referenced in the Rezoning Ordinance (collectively, the **"Preliminary Plans"**), and in conformance with other Applicable Ordinances and Regulations (as hereinafter defined).

c. The Development may be used as one or more data center campuses, ancillary uses, other essential services and utility activities serving the data center campuses and essential services, as generally depicted on the Preliminary Plans and defined in more detail in the Rezoning Ordinance (collectively, the **"Project"**).

d. Subject to approval of Final Engineering Plans pursuant to subsection "e" below, Developer shall have the right to submit final plans for approval as provided in the Zoning Ordinance in such phases as Developer shall determine (the **"Final Plans"**). The Village shall approve Final Plans for the various phases of the Project, without unreasonably withholding such approvals, provided that such Final Plans conform to the terms and conditions of this Agreement, the Rezoning Ordinance, substantially conform to the Preliminary Plans, and conform to other Applicable Ordinances and Regulations and the Development Envelope parameters established herein.

For the purposes of this Agreement, any Final Plan shall be deemed to be in "substantial conformance" with the conceptual Preliminary Plans, and shall be approved administratively by Village staff without further action by the Plan and Zoning Commission or the Village Board of Trustees, provided that the Final Plan does not exceed the following maximum Development Envelope parameters:

1. Maximum Building Height: Seventy-Five (75) feet, measured to the top of the highest structural roof deck. Architectural screening, parapets, acoustic baffling, mechanical penthouses, rooftop cooling and air-handling equipment, lightning protection, communications equipment, exhaust stacks, and utility transmission structures shall be completely exempt from this height limit, provided they do not extend more than twenty-five (25) feet above the structural roof deck. It is recognized that the exact size and number of buildings may be subject to change as the project moves to Final Plans.

2. Maximum Lot Coverage: Impervious surfaces (including buildings, paved areas, and equipment yards) shall not exceed seventy-five percent (75%) of the total gross acreage of the Development.

3. Minimum Setbacks: No data center building or emergency backup generator shall be located within one hundred fifty (150) feet of any public right-of-way, nor within two hundred (200) feet of any adjacent property line not under the control of Developer. Setback areas may be utilized for security fencing, access roads, underground utilities, stormwater management, and acoustic berming. Security guardhouses, gatehouses, and associated vehicular checkpoints shall be expressly exempt from these setback requirements and may be located adjacent to the public right-of-way.

4. Sound and Acoustical Limits: Mechanical cooling equipment operating within the Development shall be permitted to emit a maximum sound level of up to REDACT REDACT measured at any point along the perimeter property lines of the Development. Emergency backup generators and associated emergency power systems shall be completely exempt from the REDACT sound limit during: (i) any period of actual or threatened utility power interruption, grid instability, or emergency event, and (ii) routine maintenance and testing. Routine maintenance shall be restricted to daytime hours (7:00 AM to 10:00 PM), except during actual emergency power outages or as otherwise required by applicable IEPA environmental permits.

5. Utility Exemption: Utility substations, switchyards, and associated transmission infrastructure shall be exempt from the height, setback, and lot coverage maximums established herein, and shall be governed exclusively by state and federal utility regulations.

6. Lighting and Illumination: Exterior site security lighting shall be designed to minimize light trespass onto adjacent residential or agricultural properties. Maximum illumination levels at the perimeter property lines of the Development shall not exceed 0.5 foot-candles, except at approved vehicular entrances and exits. Security lighting shall be permitted to remain operational twenty-four (24) hours per day.

7. Security Infrastructure: Developer shall be permitted to install commercial-grade, anti-scale security fencing, crash-rated barriers, and automated access gates up to twelve (12) feet in height along all perimeter property lines and internal security zones. Such security infrastructure shall be exempt from standard municipal fence height, opacity, and material restrictions.

The Parties expressly acknowledge that the exact size, configuration, layout, and number of buildings, generators, and internal access roads depicted on the Preliminary Plans are conceptual and are expected to change as final end-user engineering is completed. Such reconfigurations shall be permitted by right, and the Village staff shall review and either approve or provide written comments on the Final Plans within fifteen (15) business days of the Village's receipt thereof. If the Village fails to respond within such fifteen (15) business day period, the Final Plans shall be deemed approved.

d.e. Prior to applying for a final plat of subdivision or building permits for any particular phase, Developer shall submit final engineered site development plans for such phase for the Village's approval, without unreasonably withholding such approvals ("Final Engineering Plans"). The Village staff shall review and either approve or provide written comments on the Final Engineering Plans within thirty-fifteen (3015) business days of the Village's receipt thereof. If the Village fails to respond within such fifteen (15) business day period, the Final Engineering Plans shall be deemed approved. In all cases the Final Engineering Plans shall substantially conform to the Preliminary Plans and shall conform to this Agreement, the Rezoning Ordinance, and all Applicable Ordinances and Regulations.

Commented [LF6]: CCE prefers a shorter plan approval window to mitigate any unnecessary construction delays.

f. The Project may be developed pursuant to the Preliminary Plans, Final Plans and Final Engineering Plans notwithstanding any future rezoning by the Village of property adjacent to the Development which rezoning allows for residential uses or overnight stays on any such adjacent property.

e.g. The Parties acknowledge that data center technology evolves rapidly. If Developer seeks to modify the Project's underlying technology, equipment, cooling systems, or generation facilities, and such modifications: (i) do not exceed the maximum water and sewer volumetric allocations established in Sections 5 and 6 of this Agreement, and (ii) comply with the environmental permits issued by the IEPA, then such modifications shall be deemed permitted uses within the I-1 District. The Village Planner or building official shall review and approve any conformed site plans or building permits for such technological updates administratively within ten (10) business days, and such updates shall not require an amendment to this Agreement or further action by the Plan and Zoning Commission or the Village Board of Trustees.

4. **Applicable Codes and Regulations.** All planning, subdivision, and development of, and construction upon, the Development shall comply with all codes, ordinances, and regulations of the Village in effect at the time of application for the relevant permits; provided, however, to the extent of any conflict, ambiguity or inconsistency between the terms, provisions or standards contained in this Agreement, the Rezoning Ordinance, or the Preliminary Plans, or the Final Plans when approved by the Village, on one hand, and the terms, provisions or standards, either presently existing or hereafter adopted or amended, of the Zoning Ordinance, the Village's Subdivision Regulations, or any other Village code, ordinance or regulation, on the other hand, then the former shall in all cases govern and control. The Rezoning Ordinance, the Preliminary Plans, the Final Plans when approved by the Village, the Zoning Ordinance, the Village's Subdivision Regulations, and other applicable Village ordinances, rules and regulations, as modified with respect to the Development pursuant to the terms of this Agreement, are collectively referred to herein as "**Applicable Ordinances and Regulations**". Notwithstanding the foregoing, no subsequently adopted ordinance or regulation shall materially impair Developer's rights under this Agreement or materially restrict the operation of the Project as a data center.

5. **Sanitary Sewer Improvements.**

a. Developer, at Developer's sole cost and expense, shall construct all improvements and facilities necessary to provide sanitary sewer service to the applicable phase of the Project prior to the issuance of a certificate of occupancy for such phase, as set forth conceptually depicted on the Preliminary Plans and as may hereafter be finally approved pursuant to the Final Engineering Plans and Final Plans (collectively, the "**Sanitary Sewer Improvements**"). The Sanitary Sewer Improvements that will be dedicated to the Village will be determined by the Village in its ~~sole~~**reasonable** discretion in connection with review and approval of the Final Engineering Plans (collectively, the "**Public Sanitary Sewer Improvements**"). Such Public Sanitary Sewer Improvements shall be constructed ~~in concert with~~prior to or as part of the same phase of development as the applicable Roadway Improvements.

Commented [LF7]: Infrastructure must scale with the phased build-out

Commented [LF8]: CCE: soften this language to reduce level of detail. OR decide to strike requirement of providing this at prelim plan submittal.

Commented [SH9]: I understand why the Village wants sewer work done along side road work, but is this something we can agree to? That the work has to be done concurrently?

Commented [LF9R2]: Steven: try to clean this up and require us to construct both during the construction period, but not necessarily at the same exact time.

b. All Sanitary Sewer Improvements that are not Public Sanitary Sewer Improvements, including, without limitation, all service lines, lift stations, pumps, expansion or new treatment facilities, and other improvements and facilities necessary or appropriate to provide sanitary sewer service to the Project, shall be privately owned and maintained (collectively, the “**Private Sanitary Sewer Improvements**”). Developer shall be solely responsible, at its sole cost and expense, for the operation, maintenance, repair, and replacement of all Private Sanitary Sewer Improvements,~~which obligations may be assigned by Developer to the Association, as provided in Section 9 below.~~ Private Sanitary Sewer Improvements shall be constructed and used for the sole purpose of providing sanitary sewer/wastewater treatment and disposal service for the benefit of the Development only and for no other real property whatsoever without the express prior written consent of the Village, which consent may be granted or withheld in the Village’s sole discretion.

c. Prior to the issuance by the Village of an occupancy permit for any facility to be constructed on the Development, and subsequent to the issuance of required permits and approvals by the Village and the Illinois Environmental Protection Agency (IEPA) and any other agency having jurisdiction thereof, Developer shall connect the Development to the Village sanitary sewer utility system. Developer shall, at its expense, be responsible for the cost of the following: acquisition of all necessary permits and approvals, the design, all engineering expenses, construction, installation, and testing of the sewer mains, lift stations, valves, meters, manholes, expansion or new treatment facilities, and other appurtenances necessary for connection to Village sewer facilities. Design engineering shall be performed by firms that are mutually agreeable to Village and Developer. The specifications, depth, location, and connection points of the sewer system shall be depicted by Developer in a municipal utilities engineering plan prepared by a professional engineer in accordance with the Village’s current Infrastructure Design Manual and submitted to the Village for approval. ~~Developer shall have no obligation to design, construct, or fund the oversizing of sewer infrastructure to facilitate regional development beyond the capacity strictly necessary to serve the Development. Sewer infrastructure shall be designed in a manner to facilitate regional development in areas adjacent to the Development that will provide maximum benefit to the Village’s utility system.~~ Subject to compliance with said municipal utilities engineering plan the Village shall approve necessary permits and shall consent to such permits to be issued by third party agencies having jurisdiction, if applicable.

d. Developer shall pay when due all permit fees, connection fees, service and use charges, and all other charges and fees applicable to the Sanitary Sewer Improvements and the provision of sanitary sewer service to the Project pursuant to the Village’s Municipal Code, as the same may be amended from time-to-time as uniformly applicable to all industrial customers in the Village.

e. Average daily discharge to the Village’s sanitary sewer system, calculated on an annual (calendar year) basis, shall not exceed the maximum limits established and approved by the Village in the Final Engineering Plans ~~gallons per day per Project~~

phase. Peak daily flow shall not exceed the peak flow limits established and approved by the Village in the Final Engineering Plans ~~gallons per day per Project phase~~. These limits do not apply to operation and testing of any fire suppression system or to any restroom facilities ~~for Utility Uses~~. Non-domestic waste shall not be discharged to the Village's sanitary sewer system except as explicitly authorized in an approved industrial pretreatment permit issued by the Village. Developer shall install a master sanitary sewer service meter for the Project, ~~the Association and~~ shall remain liable to the Village for all sanitary sewer service charges for the Project, ~~and the Association may charge individual owners through assessments~~. Without limiting the Village's other rights and remedies under this Agreement, if the Project exceeds the peak daily flow or average daily discharge limits stated above, the ~~Association-Developer~~ shall pay ~~REDACT~~ ~~REDACT~~

Commented [LF10]: CCE recommends deleting as there is no definition for "Utility Uses" in this document nor do we feel it is needed in the sentence.

~~applicable rate~~ for sanitary sewer charges with respect to such excess. Developer may request increases to the foregoing limits from time to time, which the Village may approve or deny in its sole discretion.

REDACT

f. Developer, at the Developer's sole cost and expense, shall construct all improvements and facilities necessary to provide sanitary sewer discharge water to be useds at the Project for a cooling system in which the same coolant or water is continuously recirculated within sealed piping ("closed-loop cooling system") or a cooling system that uses a combination of water evaporation and air cooling ("adiabatic cooling system").

6. Water Improvements.

a. Developer, at Developer's sole cost and expense, shall construct all improvements and facilities necessary to provide water service to the applicable phase of the Project prior to the issuance of a certificate of occupancy for such phase, as set forth on the Preliminary Plans and as may hereafter be finally approved pursuant to the Final Engineering Plans and Final Plans (collectively, the "**Water Improvements**"). The Water Improvements that will be dedicated to the Village will be determined by the Village in its ~~sole-reasonable~~ discretion in connection with review and approval of the Final Engineering Plans (collectively, the "**Public Water Improvements**"). Such Public Water Improvements shall be constructed prior to or as part of the same phase of development as the in concert with applicable Roadway Improvements. ~~No municipals water towers or tanks are expected to be required of Developer. If in the future they shall be required, Developer will have the sole cost and expense.~~

Commented [LF12]: Steven: change language to require us to construct both the water improvements and roadway improvements during the construction period, but not necessarily at the same exact time.

b. All Water Improvements that are not Public Water Improvements, including, without limitation, all service lines, pumps, valves, meters, standpipes, hydrants, expansion or new treatment facilities, and other improvements and facilities necessary or appropriate to provide water service to the Project, shall be privately owned and maintained (collectively, the "**Private Water Improvements**"). Developer shall be solely responsible, at its sole cost and expense, for the operation, maintenance, repair, and replacement of all Private Water Improvements, which obligations may be assigned by Developer to the Association, as provided in Section 9 below. Private Water Improvements shall be constructed and used for the sole purpose of providing water service for the benefit of the

Development only and for no other real property whatsoever without the express prior written consent of the Village, which consent may be granted or withheld in the Village's sole discretion.

c. Prior to the issuance by the Village of an occupancy permit for any building to be constructed on the Development, and subsequent to the issuance of required permits and approvals by the Village and the ~~Illinois Environmental Protection Agency (IEPA)~~ and any other agency having jurisdiction thereof, Developer shall connect the Development to the Village water utility system, provided that the Village possesses the infrastructure and capacity to supply the volumes of water required for the applicable phase of the Project as established in the Final Engineering Plans. Developer shall, at its expense, be responsible for the cost of the following: acquisition of all necessary permits and approvals, the design, all engineering expenses, construction, installation, and testing of water mains, any looping of water mains as required by applicable ordinances, ~~valves, meters, hydrants, manholes, expansion or new treatment facilities,~~ and other appurtenances necessary for connection to the Village water system. Design engineering shall be performed by qualified, licensed engineering firms that are mutually agreeable to Village and selected by Developer. Developer shall design and construct water system improvements to meet fire code requirements, including the potential need for on-site storage, ~~and~~ pumping stations, treatment facilities or any other water utility infrastructure as deemed necessary by the Village to the extent exclusively required to serve the Development. The specifications, depth, location, and connection points of the water and sewer system shall be depicted by Developer in a municipal utilities engineering plan prepared by a professional engineer in accordance with the Village's current Infrastructure Design Manual and submitted to the Superintendent of Public Works for approval. Developer shall have no obligation to design, construct, or fund the oversizing of water infrastructure to facilitate regional development beyond the capacity strictly necessary to serve the Development. Water infrastructure shall be designed in a manner to facilitate regional development in areas adjacent to the Development that will provide maximum benefit to the Village's utility system. Subject to compliance with said municipal utilities engineering plan, the Village shall approve necessary permits and shall consent to such permits to be issued by third party agencies having jurisdiction, if applicable.

d. Developer shall pay when due all permit fees, tapping fees, connection fees, service and use charges, and all other charges and fees applicable to the Water Improvements and the provision of water service to the Project pursuant to the Village's Municipal Code, as the same may be amended from time-to-time as uniformly applicable to all industrial customers in the Village.

e. Potable water supplied by the Village may be utilized for the following uses on the Development:

- Fire suppression in accordance with Village building codes and any applicable fire protection insurance requirements;
- Domestic use;
- Humidification for climate control purposes;

- Initial flushing and filling of a closed-loop cooling system or an adiabatic cooling system at a date, time, and flow rate approved by the Superintendent of Public Works. A minimum of ~~Fifteen (15)~~ calendar days prior to the desired date for filling ~~and/or flushing~~ activities the Public Works Superintendent shall be contacted to establish the date, time and flow rate;
- Limited maintenance of the closed-loop cooling system ~~as approved by the Village~~; and
- Irrigation of landscaped areas.

Commented [LF13]: 15 days should be sufficient for filling; but not flushing, especially in situations for leaks.

Potable water supplied by the Village shall not be utilized for the following uses on the Development:

- **Evaporative cooling**, defined as cooling hot server rooms by passing hot outside air through absorbent wet cooling pads, thus evaporating water and cooling the air; or
- Other manufacturing processing

Average daily potable water consumption for industrial cooling and data center operations, calculated on an annual basis, shall not exceed the maximum limits established and approved by the Village in the Final Engineering Plans ~~gallons per day~~. Peak daily use for such industrial operations shall not exceed the maximum limits established and approved by the Village in the Final Engineering Plans ~~gallons per day~~. These limits do not apply to (i) operation and testing of the fire suppression system, (ii) landscape irrigation, or (iii) ~~to any restroom facilities~~ domestic uses (defined exclusively as water utilized for restrooms, breakrooms, and general human occupancy). ~~Without limiting the Village's other rights and remedies under this Agreement, if~~ If the Project exceeds the peak daily use or average daily use limits stated above, the ~~Association-Developer (or the then current operator)~~ shall pay ~~REDACT~~ the applicable rate for water service charges with respect to such excess. Notwithstanding the foregoing, no multiplier, surcharge, or penalty rate shall apply to excess water consumption directly resulting from an unforeseen mechanical failure, closed-loop system leak, or emergency fire-suppression event, provided that Developer or the Developer notifies the Village within forty-eight (48) hours of discovering the event and acts in a commercially reasonable manner to promptly remedy the failure. Developer shall install a master water meter for the Project, ~~and the Association- the then-current owner or operator of the Project shall remain liable to the Village-City for all water service charges for the Project, and the Association may charge individual owners through assessments.~~ Developer (or its successors and assigns) ~~Owner~~ may request increases to the foregoing limits from time to time, which the Village may approve or deny in its ~~sole~~ reasonable discretion, provided the Village possesses the infrastructure and capacity to supply such requested increase.

The water systems shall be protected with backflow devices to include air gaps and ~~RPZ~~ reduced pressure zone devices as determined by the Village during the engineering plan review process and in compliance with IEPA and Illinois Department of Public Health.

Design of fire suppression systems shall be approved by the Village and shall not negatively impact Village operations and/or water quality. On-site storage for fire suppression may be required.

7. **Stormwater Drainage.**

a. Developer, at Developer's sole cost and expense, shall construct all storm sewers, stormwater management systems, floodplain modifications, and compensatory storage facilities required for the stormwater drainage of the Development generally as set forth on the Preliminary Plans, as may hereafter be finally approved pursuant to the Final Plans, and as required by Applicable Ordinances and Regulations (collectively, the "**Stormwater Management Improvements**"). Developer may provide detention on a phase-by-phase basis as the various portions of the Development are developed or to service multiple phases of development of the Development collectively. The Stormwater Management Improvements that will be dedicated to the Village will be determined by the Village in its ~~reasonable~~ sole discretion in connection with review and approval of the Final Engineering Plans (collectively, the "**Public Stormwater Management Improvements**"). Such Public Stormwater Management Improvements shall be constructed prior to or as part of the same phase of development as the ~~in concert with~~ applicable Roadway Improvements or as necessary to service stormwater management facilities.

b. All Stormwater Management Improvements that are not Public Stormwater Management Improvements, including, without limitation, all service lines, pumps, valves, drains, ditches, ponds, vaults, and other improvements and facilities necessary or appropriate to provide stormwater drainage to the Project, shall be privately owned and maintained (collectively, the "**Private Stormwater Management Improvements**"). Developer shall be solely responsible, at its sole cost and expense, for the operation, maintenance, repair, and replacement of all Private Stormwater Management Improvements, which obligations may be assigned by Developer to the Association, as provided in Section 9 below. The Private Stormwater Management Improvements shall be constructed and used for the sole purpose of providing stormwater drainage and/or retention for the benefit of the Development only and for no other real property whatsoever without the express prior written consent of the Village, which consent may be granted or withheld in the Village's sole discretion.

c. Developer shall pay when due all permit fees, connection fees, service and use charges, and all other charges and fees applicable to the Stormwater Management Improvements and the provision of storm sewer service to the Project pursuant to the Village's Municipal Code as the same may be amended from time-to-time as uniformly applicable to all industrial customers in the Village.

8. **Roadway Improvements.**

Commented [LF14]: Steven: change language to require us to construct both the stormwater improvements and roadway improvements during the construction period, but not necessarily at the same exact time.

a. A Traffic Impact Analysis Report is required to be completed by the Developer and submitted to the Village ~~no later than October 1, 2026~~ prior to the submittal of Final Engineering Plans.

b. The Parties acknowledge and agree that the specific design, engineering, construction sequencing, traffic signalization, cost-sharing, and maintenance obligations for all public and private roadway improvements required to serve the Project (collectively, the "Roadway Improvements") shall be governed exclusively by a separate, standalone Road Maintenance Agreement ("RMA") to be negotiated and executed by the Developer and the Village prior to the approval of Final Engineering Plans for the first phase of development. Notwithstanding the foregoing, the Village's requirements within the RMA shall be strictly limited to the proportionate share of roadway improvements directly necessitated by the Project, as objectively determined by the Developer's Traffic Impact Analysis Report. The Village shall not unreasonably withhold, condition, or delay execution of the RMA. If the Parties fail to execute the RMA within forty-five (45) days of Developer's initial submission of a draft RMA, Developer's obligations regarding Roadway Improvements shall be strictly limited to the objective recommendations of the Traffic Impact Analysis Report, and the absence of an executed RMA shall not be used by the Village as a basis to deny, withhold, or delay the approval of Final Engineering Plans, building permits, or certificates of occupancy.

c. Prior to the issuance of building permits for any phase of the Development adjacent to a public road, the public roadway improvements required to safely access such phase shall be constructed by Developer, at Developer's sole cost and expense, in accordance with the standards and timelines to be established in the RMA.

d. During the construction of any phase of the overall Development, Developer agrees to repair any material damage to the public roadways ~~adjacent to~~utilized by the Project as agreed to in the RMA to the extent such damage is proximately caused by Developer's construction traffic or heavy equipment, standard wear-and-tear excepted, subject to the pre-construction inspection and bonding mechanics to be set forth in the RMA.

REDACT

Commented [LF15]: Are any roads around the Project managed by the County's Road Commission? If so, we'll need to discuss the mechanics of addressing County vs Village-responsible roads and who would be party to the RMA prior to finalizing language in this section.

REDACT

REDACT

REDACT

9. **Dedication; Public Utilities.**

a. Except as otherwise provided in this Agreement, all Public Sanitary Sewer Improvements, Public Water Improvements, Public Stormwater Management Improvements, and Public Roadway Improvements (collectively, “**Public Improvements**”) shall be constructed by Developer in platted rights-of-way, lots, or easements in accordance with Applicable Ordinances and Regulations and dedicated to the Village upon completion, and acceptance by the Village. The Developer shall also be required to provide easements and/or dedicate property for the Public Improvements contemplated by this Agreement.

b. Upon completion of Public Improvements and notice thereof from Developer, the Village shall, within a reasonable time, inspect the same and either accept the dedication thereof or notify Developer in writing of any corrections that may be necessary to cause such Public Improvement to conform with Applicable Codes and Ordinances. After Developer has made required corrections, the Village shall reinspect the same within a reasonable time. Developer shall deliver to the Village duly written instruments conveying to the Village all right, title, and interest Developer may have in the Public Improvements, free and clear of all liens and encumbrances.

c. Developer shall be solely responsible, at its own cost, for ~~removal and/or~~ relocation of any existing easements and facilities including power poles, of public utility companies (e.g., Ameren Illinois, fiber, Frontier, ~~etc.et~~) as may be necessary to construct the Public Improvements or develop the Project, and for all new easements and facilities as may be necessary for the provision of public utility services to the Project.

10. **Subdivision Plats.** The Preliminary Plat, as defined in the Applicable Ordinances and Regulations, of Rising Edge Data Center the Project is approved in conjunction with the Rezoning Ordinance. Developer shall apply for final ~~plat~~subdivision approvals as required by Applicable Ordinances and Regulations, or as Developer deems necessary and appropriate for the orderly development of the Development. When final ~~subdivision plat~~ approval is requested by Developer, the Plan and Zoning Commission shall complete its review and act upon the same within sixty (60) days after submittal of a complete set of documents in compliance with this Agreement and Applicable Ordinances and Regulations. Final and recording plat approvals will not be reviewed by Village until Final Engineering Plans have been approved by Village for the Phase for which subdivision approval is requested. Final plats of subdivision shall be acted on by the Village Board of Trustees within sixty (60) days after action thereon by the Plan and Zoning Commission. Nothing herein shall be construed to require Plan and Zoning Commission or Village Board

Commented [LF16]: Please confirm which parts of the Subdivision ordinance apply to this section. Some are not relevant for this annexation agreement. CCE proposes striking the word “subdivision” and instead inserting specific text from the subdivision ordinance into this Agreement.

of Trustees approval of any plat or plan which does not meet the requirements of this Agreement and Applicable Ordinances and Regulations. Final plats ~~of subdivision~~ may be submitted for all, or any portion of the Development, at Developer's option, provided all certifications and information required by statute or ordinance are included thereon and said plats meet all the requirements of the Village's Subdivision Regulations. Developer shall comply with all the technical review, including review of topographical information, detention and storm water management plans (whether temporary or permanent, at Developer's election), utility plans, public improvements, and dedication requirements of this Agreement and Applicable Ordinances and Regulations.

40.11. **Private Improvement Maintenance.** Developer (or its successors and assigns) shall be solely responsible, at its sole cost and expense, for the continuous operation, maintenance, repair, and replacement of all Private Sanitary Sewer Improvements, Private Water Improvements, Private Stormwater Management Improvements, Private Roadway Improvements, landscaping, and all other private improvements located within the Development. The Parties expressly acknowledge and agree that the Project is intended to operate as a unified campus and that no property owners' association, master association, or similar governance entity shall be required to be established or maintained for the Development.

~~Development Covenants and Association. Developer Owner shall impose covenants, conditions, restrictions, and easements on the Development, except for Lots not owned by the Developer, which shall run with the land and be binding upon and inure to the benefit of Developer Owner and all successor owners of the Development and any portion thereof (the "Development Covenants"). The Development Covenants shall provide for the establishment of a Development owners' association (the "Association"), which Owner shall have the right and obligation to administer, manage, maintain, operate, repair, and replace all Private Sanitary Sewer Improvements, Private Water Improvements, Private Stormwater Management Improvements, Private Roadway Improvements, landscaping, and all other private improvements wherever located, which are designed or intended to benefit more than one building or portion of the Development (other than private improvements exclusively serving Utility Uses on Lot 3) (collectively, "Development Common Elements") and to assess the owners of the Development for all costs and expenses thereof (including to build appropriate reserves for capital repairs and replacements), which assessments shall be a lien in favor of the Association. Further, the Village shall have various rights of enforcement of the Development Covenants and the right to impose a special service area the form and structure of which shall be subject to the reasonable approval of the Corporate Authorities and Developer, the purpose of which will be to permit the City to levy special service area taxes solely in the event the Village is required to expend funds to cure defaults under the Development Covenants. Any special service area taxes imposed by the Village pursuant to this Section shall be limited to the actual costs incurred by the Village in establishing and administering the applicable special service area and curing the default and shall terminate upon reimbursement of all such costs. In connection with Developer's submittal of Final Plans for the first phase of the Project, Developer shall submit the proposed Development Covenants, the form and~~

~~content of which shall be subject to the review and approval of the Village Planner or their designee, which approval shall not be unreasonably withheld or delayed. The Corporate Authorities shall have no obligation to approve a Final Plan and or final Subdivision Plat until the approved Development Covenants have been approved and recorded on title to the Development.~~

~~12.~~ **12. Site DevelopmentFinal Engineering Plans, Building Permits, and Emergency Services Plan.**

a. Developer shall have the right, at any time after delivery of the Closing Notice but prior to obtaining Village approval of Final Plans or building permits, to undertake, at Developer's own risk, demolition of structures, excavation, preliminary grading and related site preparation work, filling and soil stockpiling on the Development in preparation for the development of the Development (or any portion thereof) on submittal of a grading plan and soil erosion and sedimentation control plan to the Village, which plans shall be reasonably satisfactory to the appropriate Village Departments. Such work shall be undertaken without injury to the property of surrounding property owners, and only after Developer has paid all fees and posted required security as required by this Agreement and Applicable Ordinances and Regulations.

Commented [LF18]: Please clarify the definition of Closing Notice.

b. Prior to issuance of any ~~site-development~~Final Engineering Plans or building permits for the Project, Developer shall prepare and submit to the appropriate Village Departments for approval, ~~of which should not be unreasonably withheld, of~~ an emergency services plan that addresses, to the Director's reasonable satisfaction, the following matters and other matters relating to the Village's provision of emergency services to the Project:

- i. Power Supply/Generators
- ii. Fire Suppression/Water
- iii. Hazardous Materials
- iv. Access Control
- v. Severe Weather Vulnerability
- vi. Evacuation/Site Access
- vii. Emergency Operations/Coordination
- viii. Information Sharing/Public Messaging
- ix. Lighting/Signage

~~Developer and the Association-Developer~~ shall maintain and operate the Project in a manner consistent with the approved emergency services plan. Developer shall amend the emergency services plan from time to time with notification to Village for minor operational changes, and with approval from Village for any material changes.

~~12.~~ **13. Building Permits.** The Village shall issue building permits for which Developer applies within ~~thirty-five~~ (1530) business days of receipt of complete building permit application therefore or within ~~thirty-five~~ (1530) business days of the Village's receipt of the last of the documents required by Village ordinance to support such application. If the application is denied, the Village shall provide Developer written comments within said ~~thirty-five~~

Commented [LF19]: CCE requests a shorter approval timeframe to prevent construction delays.

(1530) business day period specifying the reasons for denial of the application, including specifications of the requirements of ordinance or law which the application or supporting documents fail to meet, and the Village shall issue such building permits promptly upon Developer's compliance with those requirements. At the request of Developer and subject to Developer's compliance with this Agreement and Applicable Ordinances and Regulations, the Village will issue building permits in phases as follows: (1) grading and underground utilities, (2) foundation, (3) building shell, and (4) interior improvements or build-out.

Commented [LF20]: CCE's review of the ordinance seems to indicate there is only one building permit application required, not separate submittals for each building phase. Please explain if you prefer deviation from the Village code for this agreement.

13.14. Certificates of Occupancy. The Village shall issue a certificate of occupancy to Developer within ten (10) business days of certificate of occupancy application therefore (which application is in compliance with Applicable Ordinances and Regulations) or issue a letter of denial within said period informing Developer specifically as to what corrections are necessary as a condition of the issuance of a certificate and quoting the section of any Applicable Ordinances and Regulations relied on by the VillageCity in its request for correction. The Village will not issue a certificate of occupancy prior to the availability of storm water, sanitary sewer, and potable water service to the building or completion of public improvements related to such phase. The Village will issue temporary certificates of occupancy for buildings lacking completion of items which are weather dependent (such as exterior painting, landscaping, bituminous surface course, etc.) provided the Developer posts with the Village a bond, cash, or letter of credit in an amount ^{REDACT} Developer's engineer's estimated cost of completion. both parties agree is sufficient to complete the work.

14.15. Design and Operational Controls. Developer shall comply with all design and operational controls set forth in the Rezoning ~~and~~ Ordinance, including limitations on operation of generators. Routine generator testing and emergency operation of backup generators shall be permitted in accordance with applicable environmental permits, ~~as provided in the Rezoning Ordinance. Village will not require further restrictions than those incorporated into IEPA permit requirements.~~

Commented [LF21]: Air permits for backup generators won't be obtained until start of construction, or possibly sometime after SOC, thus the Project won't be able to include that permit as part of the rezoning ordinance.

15.16. Security. Developer shall post letters of credit as security for completion of public Sanitary Sewer Improvements, Water Improvements, Stormwater Management Improvements, and Roadway Improvements required hereunder (collectively, "Public Infrastructure Improvements") in accordance with Applicable Ordinances and Regulations, provided that the amount of such security shall not exceed ^{REDACT} of the Developer's engineer's estimated cost of completion for such improvements. Developer shall only be required to post security for Public Infrastructure Improvements for the phase of development Developer is then seeking to construct as determined based on Final Plans for such phase and may, at its option, submit separate letters of credit for individual improvements or groups of improvements. Upon completion and Village acceptance of a given Public Infrastructure Improvement, Developer shall post with the Village a maintenance guaranty ^{REDACT} in the form of cash or a letter of credit in accordance with Applicable Ordinances and Regulations, provided that such maintenance guaranty shall not ^{REDACT} of the actual construction

costs of such Public Infrastructure Improvement and shall remain in place for a period not to exceed eighteen (18) months. Letters of credit shall be reduced proportionally upon posting of the Maintenance Guaranty. Letters of credit posted by Developer in accordance with this Section shall be in such form and issued by such institutions as are reasonably acceptable to the Village. Letters of credit shall be reduced periodically as improvements are completed and accepted by the Village.

16.17. Continuation of Existing Uses. The Development is now being used for crop farming. The Village has given due consideration of such current use. Accordingly, and notwithstanding any provision of the Village Code, the Zoning Ordinance, or any other code, ordinance, or regulation now in effect or adopted during the Term of this Agreement, the above described current use of the Development shall be permitted to continue but no changes to the various land use approvals or entitlements are or shall be required to the extent the Project is being carried out pursuant to the Rezoning Ordinance notwithstanding any concurrent residential use within the Development pursuant to this Section.

17.18. Mutual Assistance. The Parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms. Neither Party shall challenge the validity of this Agreement or the ordinances adopted pursuant hereto, or any provision thereof. REDACT

REDACT

18.19. Breach and Remedies.

a. In the event of a breach of this Agreement, the Party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein; provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same; up to a maximum cure period of one hundred and twenty (120) days for non-monetary defaults; provided further, however, in the case of a breach involving imminent risk of injury to persons or damage to property, the Party alleged to be in breach shall correct the same as expeditiously as possible under the

circumstances and in no event later than ten (10) days after written notice of said breach. Notwithstanding the foregoing, any lender holding a collateral assignment of this Agreement shall be afforded an additional ninety (90) days beyond Developer's cure period to effectuate a cure prior to the Village exercising any remedies.

b. If either Party fails to perform any of its obligations hereunder, and the Party affected by such default shall have given notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within the time period set forth in subsection "a" above, then, in addition to any and all remedies that may be available, either at law or in equity, the Party affected by such default shall have the right, but not the obligation, to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

c. In the event of judicial action between the Parties to this Agreement with respect to the provisions of this Agreement, the prevailing Party will be entitled to recover in addition to any other recovery, its reasonable attorney's fees and expenses actually incurred due to such action.

d. The Parties agree that any claim, action, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts located in Champaign County, Illinois. Each Party hereby consents to the personal jurisdiction of such courts and waives any objection to venue or forum based on inconvenience.

~~19.20.~~ **Term.** This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date of execution of this Agreement, and for such further term as hereafter may be authorized by state statute and by Village ordinance and Developer's consent (the "**Term**"). The expiration of the Term of this Agreement shall not affect the continuing validity of the annexation, zoning and subdivision approvals for the Development, any ordinance enacted by the Village pursuant to this Agreement, or any agreement separately entered into by the Parties pursuant to this Agreement.

~~20.21.~~ **Indemnity.** Developer hereby agrees to indemnify, defend (with counsel reasonably acceptable to the Village) and hold harmless the Village, its elected and appointed officers, its boards, commissions and committees, the members of such boards, commissions and committees, its employees, its representatives, its agents, its engineers, the successors, assigns, executors, administrators, heirs, and beneficiaries of the foregoing (the "**Indemnitees**"), from and against all claims, costs, damages, expenses, judgments, and lawsuits (collectively, "**Claims**") which arise directly or indirectly from Developer's physical construction, operation, or maintenance of the Project, or Developer's breach of this Agreement. In the event a third party files a Claim challenging the validity of the Annexation Ordinance, Rezoning Ordinance, or any permits or approvals issued hereunder, Developer shall have the right, but not the obligation, to assume and control the defense of such Claim on behalf of the Village with counsel of Developer's choosing. If Developer elects to assume such defense, Developer shall not be liable for any separate attorneys' fees, costs, or expenses incurred by the Village or its Indemnitees.~~the Village's approval of or~~

~~entry into this Agreement or any actions contemplated or taken by the Village pursuant to this Agreement, including, but not limited to, annexation of the Development, approval of the Rezoning Ordinance, Preliminary Plans, Final Plans, site development permits, Final Engineering Plans, or building permits, acceptance of Public Improvements, or issuance of certificates of occupancy. Provided, however, that Developer shall have no obligation to indemnify, defend, or hold harmless the Indemnitees from any Claims to the extent caused by the ordinary negligence, gross negligence, willful misconduct, statutory or procedural violations, or breach of this Agreement by the Village or any of its Indemnitees. To the extent permitted by law, this provision shall survive any termination or expiration of this Agreement. The Village shall promptly notify Developer in writing of any Claim for which it seeks indemnification hereunder. Developer shall have the right, at its option, to assume and control the defense of any such Claim with counsel of Developer's choosing, provided such counsel is reasonably acceptable to the Village. The Village shall fully cooperate with Developer in such defense. Developer shall not be liable for any settlement of any Claim effectuated without Developer's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.~~

22. Community Benefits.

REDACT

REDACT

Commented [LF22]: Steven: please review and confirm the \$\$ doesn't exceed 15M.

REDACT

REDACT

21,23. **Recapture Fees.** Developer shall be solely responsible for the payment, when due under applicable ordinances, of all recapture fees imposed by existing ordinances/agreements on the Development or the Project, which include fees imposed by Ordinances.

22,24. **Electric Utility Tax.** REDACT
REDACT

Commented [LF23]: Can Village please detail what infrastructure maintenance fee is, and point it out in the Village Code, as CCE was unable to locate.

accordance with the Village's Municipal Code, as the same may be amended from time to time as uniformly applicable to all industrial customers in the Village.

~~23. **Reimbursement of Costs and Fees.** The terms and conditions of the Professional Fee Reimbursement Agreement between the Village and Developer (or Developer's predecessor in interest) are incorporated by reference as if fully set forth in this Section and shall be binding upon Developer and its successors and assigns.~~

Commented [LF24]: Please provide draft Reimbursement Agreement so CCE can review prior to agreeing to Section 23.

~~24.25. **Covenant not to Challenge Validity.** Developer acknowledges that it has entered into this Agreement of its own volition, has negotiated the terms and conditions of this Agreement, and will derive substantial benefits from this Agreement. Developer, for itself and its successors and assigns, irrevocably covenants and agrees that it shall not, directly or indirectly, initiate, support, join, fund, or voluntarily assist (except as required by law, subpoena, or court order) any claim, suit, or proceeding that challenges, contests, seeks to invalidate, enjoin, rescind, reform, or otherwise impair (a) this Agreement or any term or condition hereof; (b) the Rezoning Ordinance, or any other Applicable Ordinances and Regulations, or (c) any permit or approval issued by the Village pursuant to this Agreement. Notwithstanding the foregoing, Nothing herein shall be construed to prevent Developer, its successors, assigns, or tenants from: (i) from defending or asserting its contractual rights under this Agreement; (ii) enforcing ~~or~~ its vested rights under the Rezoning Ordinance; (iii) challenging the validity or application of any future ordinance, code, or regulation adopted by the Village; or (iv) challenging any wrongful denial, delay, or conditioning of any permit or approval by the Village. The Parties expressly agree that under no circumstances shall a breach of this Section 25 entitle the Village to terminate this Agreement or revoke any zoning, permit, or approval previously granted to the Project, or any permits or approvals issued pursuant thereto. Without limiting the Village's other rights and remedies, if Developer breaches said covenant and agreement, after notice and an opportunity to cure as set forth herein, the Village shall have the right to terminate this Agreement upon written notice to Developer and to take any action with respect to the Rezoning Ordinance, and any other approval or permit issued to Developer or with respect to the Project without regard to the provisions of this Agreement.~~

~~25.26. **Project Labor Agreement.**~~ REDACT
REDACT

26.27. Disconnection. REDACT
REDACT

27.28. Miscellaneous.

a. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest. Notwithstanding the foregoing, minor modifications to the Preliminary Plans, Final Plans, Final Engineering Plans, or operational parameters (including the Technological Modifications described in Section 3) that do not materially alter the intent of this Agreement may be approved administratively by the Village Administrator or their designee without requiring an ordinance, public hearing, or formal amendment to this Agreement. Furthermore, in the event the Development is subdivided and owned by multiple independent parties, any formal amendment to this Agreement shall only require the consent and execution of the Village and the specific owner(s) of the parcel(s) directly affected by such amendment.

b. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable. If for any reason the annexation, subdivision and zoning of the Development is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement.

~~Notwithstanding the foregoing provisions of this Section 28.b, if any agreement, covenant, obligation, or condition applicable to Developer in this Agreement, the Rezoning Ordinance is found or declared by a court of competent jurisdiction to be invalid or a taking of Developer's property as a result of Developer's breach of its covenants and agreements set forth in Section 26 above, the entirety of this Agreement shall be null and void and of no further force or effect, the Village shall have no further obligations hereunder, and the~~

~~Village may take any action with respect to the Rezoning Ordinance and any other approval or permit issued to Developer or with respect to the Project without regard to the provisions of this Agreement.~~

c. No Waiver. The failure of the Parties to insist on the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, on any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

d. Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

e. Survival. The provisions contained herein shall survive the annexation of the Development and shall not be merged or expunged by the annexation of the Development to the Village.

f. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon ~~Owner~~, Developer and its successors, grantees, lessees, transferees and assigns, and upon successor corporate authorities of the Village and successor municipalities and shall constitute a covenant running with the land. The obligations of a party under this Agreement shall apply only during the period in which ~~Owner or~~ Developer or its successor owner owns an interest in the Development or the applicable portion thereof, and upon a transfer of such interest the transferring party shall be released from obligations arising thereafter and the transferee shall assume such obligations. Any assignment of this Agreement by ~~Owner or~~ Developer shall not relieve the assignor of its obligations under this Agreement but instead such obligations shall be joint and several with the assignee, unless such assignment by ~~Owner or~~ Developer has been approved by the Village Board of Trustees which approval shall not be unreasonably withheld provided the assignee demonstrates to the Village Board of Trustees reasonable satisfaction that it has the resources and experience necessary to perform all of the ~~Owner's and~~ Developer's obligations hereunder. The Village shall approve or deny any assignment request requiring its consent within thirty (30) days of receipt; failure of the Village to respond within such thirty (30) day period shall constitute deemed approval. Notwithstanding the foregoing, Developer shall have the absolute right, without the requirement of Village consent or approval, to assign this Agreement to any parent, subsidiary, affiliate, or to any institutional purchaser acquiring the Project, provided such assignee assumes all obligations of Developer hereunder in writing. Upon any assignment approved by the Village, or any assignment permitted without Village consent pursuant to this Section, Developer shall be fully and immediately released from all prospective obligations arising under this Agreement. Furthermore, Developer shall have the absolute right to collaterally assign this Agreement to any lender providing financing for the Project without the consent or approval of the Village.

g. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested or by nationally recognized couriers or personally delivered to the Parties, at the following addresses, or such other addresses as the Parties, by notice may designate:

If to Village: Village of Mahomet
PO Box 259
503 E Main St
Mahomet, IL 61853
Attention: Village Manager

with a copy to: Evans, Froehlich, Beth & Chamley
44 Main Street, Suite 310
Champaign, IL 61820
Attention: Joseph P. Chamley

If to Developer: Rising Edge Data Center LLC
REDACT

with a copy to: Clean Cloud Energy
REDACT

h. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

i. Exhibits. All exhibits attached hereto are declared to be a part of this Agreement and incorporated herein by this reference.

j. Approval. Wherever any approval or consent of a Party is called for under this Agreement, the same shall not be unreasonably withheld, conditioned, or delayed.

k. Estoppel. From time to time upon written request of the Village, Developer, or any mortgagee, purchaser, or prospective purchaser of all or any portion of the Development,

the other Party shall execute and deliver within thirty (30) days a written estoppel certificate certifying (i) that this Agreement is in full force and effect, (ii) whether the requesting Party is in default under this Agreement to the knowledge of the certifying Party, and (iii) the status of any obligations required to be performed under this Agreement. The ~~City Village~~ shall have no liability for statements made in good faith in any such estoppel certificate nor shall the ~~City Village~~ be estopped from exercising its police powers under Applicable Ordinances and Regulations.

l. Certificate. Upon written request of Developer after completion of Developer's infrastructure and monetary obligations under this Agreement, the Village shall execute and deliver a certificate confirming that such obligations have been satisfied.

m. **Recording.** This Agreement shall be recorded in the office of the Clerk and Recorder of Deeds of Champaign County, Illinois.

[SIGNATURE PAGE TO FOLLOW]

28

“ORIGINAL OWNER” _____

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

STATE OF _____)

_____) SS.

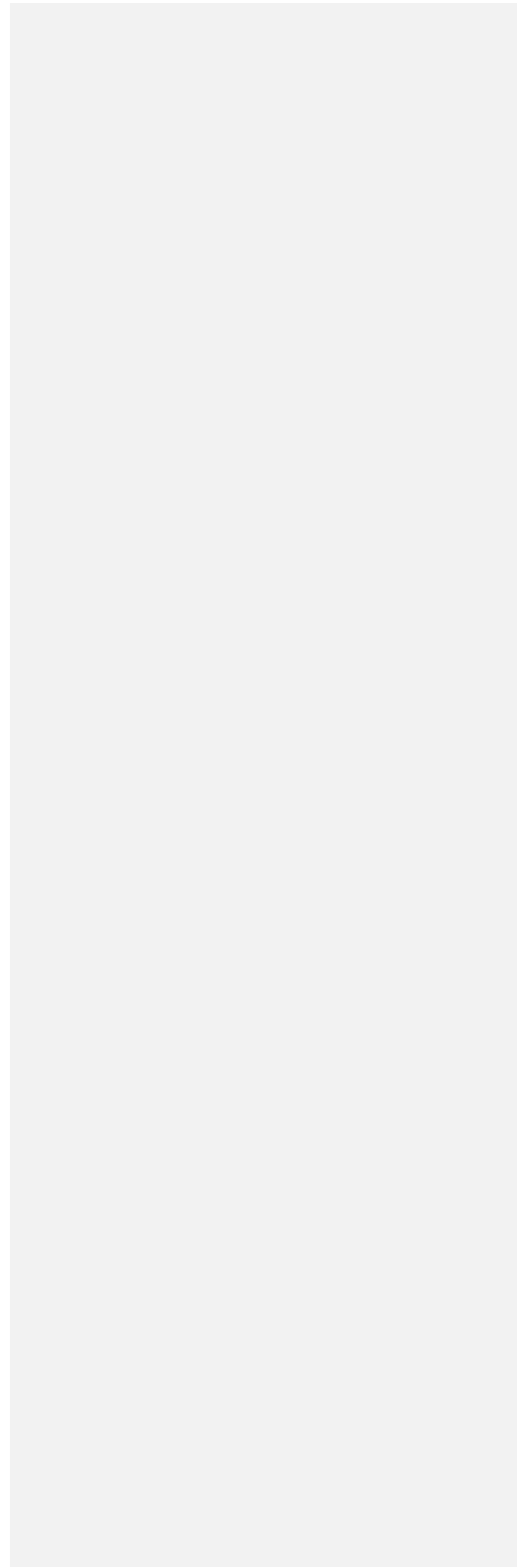
COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared _____ of _____, an _____ limited liability company, and known to me to be the manager or president of these companies that executed this instrument and acknowledged this instrument to be the free and voluntary act and deed of the limited liability company and corporation, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this instrument and in fact executed this instrument on behalf of the limited liability company and corporation.

Given under my hand and Notarial Seal, this _____ day of _____, 2026.

Notary Public

SEAL



"DEVELOPER" RISING EDGE₅DATA CENTER LLC

By: _____ Date: _____

Name: _____

Title: _____

STATE OF _____)
)
COUNTY OF _____) **SS.**

On this _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared _____ of _____, an _____ limited liability company, and known to me to be the manager or president of these companies that executed this instrument and acknowledged this instrument to be the free and voluntary act and deed of the limited liability company and corporation, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this instrument and in fact executed this instrument on behalf of the limited liability company and corporation.

Given under my hand and Notarial Seal, this _____ day of _____, 2026.

Notary Public

SEAL

Lists of Exhibits:

Exhibit A – Legal Description of the Development

Exhibit B – Annexation Ordinance

Exhibit C – Rezoning-~~PUD~~ Ordinance

Commented [LF25]: Note to update/add to these exhibits if needed, pending final draft.

[EXHIBITS TO FOLLOW THIS PAGE]

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this _____ day of _____, 2026, by and between the VILLAGE OF MAHOMET, an Illinois municipal corporation located in Champaign County, State of Illinois (the “Village”), [Insert Landowner 1], [Insert Landowner 2], [Insert Landowner 3], [Insert Landowner 4], (collectively the “**Original Owner**”), and Rising Edge, Data Center LLC, a Delaware limited liability company (“**Developer**”) (the Village, Original Owner and Developer are sometimes referred to herein collectively as “**Parties**” and individually as a “**Party**”). Upon Developer’s (or its designated affiliate’s) acquisition of the Development, all rights, title, interests, and obligations of the “Original Owner” under this Agreement shall automatically vest in the Developer, and Developer shall thereafter be deemed both the “Owner” and the “Developer” for all purposes herein.

WITNESSETH

WHEREAS, Developer is the contract purchaser of the real property legally described and depicted on Exhibit A, attached hereto, consisting of approximately REDACT acres (the “**Development**”); and

WHEREAS, the Development is presently zoned County REDACT pursuant to the Zoning Ordinance of the County of Champaign, Illinois and is currently used primarily for agricultural purposes; and

WHEREAS, the Development is located in unincorporated REDACT, Champaign County, Illinois; and

WHEREAS, the Village is a municipal corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, the ~~Owner and~~ Developer desires that the Development be annexed to the Village, zoned and developed pursuant to the terms and conditions set forth in an Annexation Agreement; and

WHEREAS, the Village has the authority to enter into an Annexation Agreement pursuant to State law; and

WHEREAS, the Village does not provide fire protection or library services independent of the existing REDACT and REDACT, no notices are required to be sent to the REDACT or the REDACT; and

WHEREAS, the annexation contemplated herein includes REDACT, a highway under the jurisdiction of REDACT, which requires that notices be sent to REDACT and the REDACT; and

WHEREAS, the Development, along with the applicable portions of adjacent rights-of-way (to the extent, if at all, not already located within the corporate limits of the Village or of another municipality), is intended to be annexed to the Village pursuant to applicable provisions of 65 ILCS 5/7-1-1 et seq., and the ~~Owner and~~ Developer desires to annex the Development to the Village, effective immediately upon Developer's acquisition of the Development~~the execution of this Agreement~~, pursuant to 65 ILCS 5/7-1-8.

WHEREAS, the Original Owner has executed petitions for annexation with the Village; and

WHEREAS, ~~Owner and~~ Developer (as successor-in-interest to the Development) has petitioned for Amending the Zoning Classification Upon Annexation to the I-1 Planned Industrial District, as authorized by the Village's Zoning Ordinance (the "**Rezoning Ordinance**"); and

Commented [LF3]: Please provide the draft rezoning ordinance.

WHEREAS, a public hearing was held by the Village's Plan & Zoning Commission on the requested zoning approvals on _____, and the findings of fact and recommendations made by said ~~the~~ Plan & Zoning Commission relative to such requests have been forwarded to the President and Board of Trustees of the Village (the "**Corporate Authorities**"); and

WHEREAS, All other and further notices, publications, procedures, public hearings (including a public hearing before the Board of Trustees) on this Annexation Agreement and other matters attendant to the consideration and approval of this Agreement and the annexation and zoning of the Development have been given, made, held and performed by the Village as required by 65 ILCS 5/7-1-8 and 65 ILCS 5/11-15.1-1 et seq., and other applicable statutes, and all applicable ordinances, regulations and procedures of the Village; and

WHEREAS, the Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the Plan & Zoning Commission in connection with the requested zoning and have further duly considered the terms and provisions of this Agreement and, by a resolution or ordinance duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, have authorized the Village President to execute and the Village Clerk to attest this Agreement on behalf of the Village; and

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the annexation of the Development and development of the Development property, upon the terms and conditions of this Agreement, would further the growth of the Village and enable the Village to control the development of the area and serve the best interests of the Village; and

WHEREAS, the Village Board of Trustees shall adopt ordinances annexing the Development to the Village (the "**Annexation Ordinance**") and zoning the property upon annexation to the I-1 Planned Industrial District and granting ~~preliminary~~ approval (the "**Rezoning Ordinance**"); and

Commented [LF4]: Rezoning Ordinance is already defined at beginning of this page. Please consider consolidating this whereas with the other whereas, or revising this one.

WHEREAS, the proposed annexation, zoning, development, and use of the Development for one or more data center campuses, ancillary uses, other essential services and utility activities serving the data center campuses in accordance with the terms and conditions of this Agreement, will be compatible with and will further the planning objectives of the Village, will be of substantial benefit to the Village, School District, and all taxing bodies, will extend the corporate limits and jurisdiction of the Village, will contribute to the orderly growth, planning and development of the Village, will increase the tax base of the Village, school district and other taxing bodies, will promote and enhance the general welfare of the Village and its residents, and will create job and economic growth opportunities within the Village and surround area; and

WHEREAS, The Parties desire to set forth their agreements and understandings with respect to the annexation, zoning, use, and development of the Development; and

WHEREAS, the Parties desire to enter into this Agreement with respect to the Development pursuant to applicable law, including, without limitation, the Village's authority to contract in Article VII, Section 10(a) of the Illinois Constitution and authority in the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), and ~~to~~ thereby to approve the zoning and subdivision of the Development; and

WHEREAS, each Party has materially altered its respective position in reliance upon the execution of this Agreement and the performance of its terms and provisions by the other Parties.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, and agreements herein made, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation.** The Parties acknowledge and agree that the recitals contained in the Preamble herein shall become a part of this Annexation Agreement. All exhibits attached to this Annexation Agreement are incorporated by this reference. Owner, ~~Developer~~ and Village shall fully cooperate with each other in carrying out the terms of this Annexation Agreement. All Parties represent that they have the full authority to enter into this Annexation Agreement pursuant to law.

2. **Annexation of the Development.**

Upon approval of this Agreement, the Village shall adopt the Annexation Ordinance, a copy of which is attached hereto as **Exhibit B** and record the ordinance and plat annexing the Annexation Property into the Village and the ~~Owner-Developer and~~ Village ~~and the Developer~~ respectively will do all things necessary or appropriate to cause the Annexation Property as described in and depicted in **Exhibit B** to be duly and validly annexed to the Village.

3. **Zoning and Subdivision Approvals; Final Engineering Plans.**

a. The Village shall adopt a Rezoning Ordinance, a copy of which is attached hereto as **Exhibit C**. The Rezoning Ordinance shall take effect immediately upon annexation of the Development pursuant to the Annexation Ordinance.

Commented [LF5]: Please provide draft annexation ordinance.

b. The Development shall be developed in conformance with the terms and conditions of this Agreement, Rezoning Ordinance, in substantial conformance with all the preliminary plans and the preliminary plat of subdivision referenced in the Rezoning Ordinance (collectively, the **"Preliminary Plans"**), and in conformance with other Applicable Ordinances and Regulations (as hereinafter defined).

c. The Development may be used as one or more data center campuses, ancillary uses, other essential services and utility activities serving the data center campuses and essential services, as generally depicted on the Preliminary Plans and defined in more detail in the Rezoning Ordinance (collectively, the **"Project"**).

d. Subject to approval of Final Engineering Plans pursuant to subsection "e" below, Developer shall have the right to submit final plans for approval as provided in the Zoning Ordinance in such phases as Developer shall determine (the **"Final Plans"**). The Village shall approve Final Plans for the various phases of the Project, without unreasonably withholding such approvals, provided that such Final Plans conform to the terms and conditions of this Agreement, the Rezoning Ordinance, substantially conform to the Preliminary Plans, and conform to other Applicable Ordinances and Regulations and the Development Envelope parameters established herein.

For the purposes of this Agreement, any Final Plan shall be deemed to be in "substantial conformance" with the conceptual Preliminary Plans, and shall be approved administratively by Village staff without further action by the Plan and Zoning Commission or the Village Board of Trustees, provided that the Final Plan does not exceed the following maximum Development Envelope parameters:

1. Maximum Building Height: Seventy-Five (75) feet, measured to the top of the highest structural roof deck. Architectural screening, parapets, acoustic baffling, mechanical penthouses, rooftop cooling and air-handling equipment, lightning protection, communications equipment, exhaust stacks, and utility transmission structures shall be completely exempt from this height limit, provided they do not extend more than twenty-five (25) feet above the structural roof deck. It is recognized that the exact size and number of buildings may be subject to change as the project moves to Final Plans.

2. Maximum Lot Coverage: Impervious surfaces (including buildings, paved areas, and equipment yards) shall not exceed seventy-five percent (75%) of the total gross acreage of the Development.

3. Minimum Setbacks: No data center building or emergency backup generator shall be located within one hundred fifty (150) feet of any public right-of-way, nor within two hundred (200) feet of any adjacent property line not under the control of Developer. Setback areas may be utilized for security fencing, access roads, underground utilities, stormwater management, and acoustic berming. Security guardhouses, gatehouses, and associated vehicular checkpoints shall be expressly exempt from these setback requirements and may be located adjacent to the public right-of-way.

4. Sound and Acoustical Limits: Mechanical cooling equipment operating within the Development shall be permitted to emit a maximum sound level of up to REDACT dBA, measured at any point along the perimeter property lines of the Development. Emergency backup generators and associated emergency power systems shall be completely exempt from the REDACT sound limit during: (i) any period of actual or threatened utility power interruption, grid instability, or emergency event, and (ii) routine maintenance and testing. Routine maintenance shall be restricted to daytime hours (7:00 AM to 10:00 PM), except during actual emergency power outages or as otherwise required by applicable IEPA environmental permits.

5. Utility Exemption: Utility substations, switchyards, and associated transmission infrastructure shall be exempt from the height, setback, and lot coverage maximums established herein, and shall be governed exclusively by state and federal utility regulations.

6. Lighting and Illumination: Exterior site security lighting shall be designed to minimize light trespass onto adjacent residential or agricultural properties. Maximum illumination levels at the perimeter property lines of the Development shall not exceed 0.5 foot-candles, except at approved vehicular entrances and exits. Security lighting shall be permitted to remain operational twenty-four (24) hours per day.

7. Security Infrastructure: Developer shall be permitted to install commercial-grade, anti-scale security fencing, crash-rated barriers, and automated access gates up to twelve (12) feet in height along all perimeter property lines and internal security zones. Such security infrastructure shall be exempt from standard municipal fence height, opacity, and material restrictions.

The Parties expressly acknowledge that the exact size, configuration, layout, and number of buildings, generators, and internal access roads depicted on the Preliminary Plans are conceptual and are expected to change as final end-user engineering is completed. Such reconfigurations shall be permitted by right, and the Village staff shall review and either approve or provide written comments on the Final Plans within fifteen (15) business days of the Village's receipt thereof. If the Village fails to respond within such fifteen (15) business day period, the Final Plans shall be deemed approved.

d.e. Prior to applying for a final plat of subdivision or building permits for any particular phase, Developer shall submit final engineered site development plans for such phase for the Village's approval, without unreasonably withholding such approvals ("Final Engineering Plans"). The Village staff shall review and either approve or provide written comments on the Final Engineering Plans within thirty-fifteen (3015) business days of the Village's receipt thereof. If the Village fails to respond within such fifteen (15) business day period, the Final Engineering Plans shall be deemed approved. In all cases the Final Engineering Plans shall substantially conform to the Preliminary Plans and shall conform to this Agreement, the Rezoning Ordinance, and all Applicable Ordinances and Regulations.

Commented [LF6]: CCE prefers a shorter plan approval window to mitigate any unnecessary construction delays.

f. The Project may be developed pursuant to the Preliminary Plans, Final Plans and Final Engineering Plans notwithstanding any future rezoning by the Village of property adjacent to the Development which rezoning allows for residential uses or overnight stays on any such adjacent property.

e.g. The Parties acknowledge that data center technology evolves rapidly. If Developer seeks to modify the Project's underlying technology, equipment, cooling systems, or generation facilities, and such modifications: (i) do not exceed the maximum water and sewer volumetric allocations established in Sections 5 and 6 of this Agreement, and (ii) comply with the environmental permits issued by the IEPA, then such modifications shall be deemed permitted uses within the I-1 District. The Village Planner or building official shall review and approve any conformed site plans or building permits for such technological updates administratively within ten (10) business days, and such updates shall not require an amendment to this Agreement or further action by the Plan and Zoning Commission or the Village Board of Trustees.

4. **Applicable Codes and Regulations.** All planning, subdivision, and development of, and construction upon, the Development shall comply with all codes, ordinances, and regulations of the Village in effect at the time of application for the relevant permits; provided, however, to the extent of any conflict, ambiguity or inconsistency between the terms, provisions or standards contained in this Agreement, the Rezoning Ordinance, or the Preliminary Plans, or the Final Plans when approved by the Village, on one hand, and the terms, provisions or standards, either presently existing or hereafter adopted or amended, of the Zoning Ordinance, the Village's Subdivision Regulations, or any other Village code, ordinance or regulation, on the other hand, then the former shall in all cases govern and control. The Rezoning Ordinance, the Preliminary Plans, the Final Plans when approved by the Village, the Zoning Ordinance, the Village's Subdivision Regulations, and other applicable Village ordinances, rules and regulations, as modified with respect to the Development pursuant to the terms of this Agreement, are collectively referred to herein as "**Applicable Ordinances and Regulations**". Notwithstanding the foregoing, no subsequently adopted ordinance or regulation shall materially impair Developer's rights under this Agreement or materially restrict the operation of the Project as a data center.

5. **Sanitary Sewer Improvements.**

a. Developer, at Developer's sole cost and expense, shall construct all improvements and facilities necessary to provide sanitary sewer service to the applicable phase of the Project prior to the issuance of a certificate of occupancy for such phase, as set forth ~~conceptually depicted~~ on the Preliminary Plans and as may hereafter be finally approved pursuant to the Final Engineering Plans and Final Plans (collectively, the "**Sanitary Sewer Improvements**"). The Sanitary Sewer Improvements that will be dedicated to the Village will be determined by the Village in its ~~sole~~ reasonable discretion in connection with review and approval of the Final Engineering Plans (collectively, the "**Public Sanitary Sewer Improvements**"). Such Public Sanitary Sewer Improvements shall be constructed ~~in concert with~~ prior to or as part of the same phase of development as the applicable Roadway Improvements.

Commented [LF7]: Infrastructure must scale with the phased build-out

b. All Sanitary Sewer Improvements that are not Public Sanitary Sewer Improvements, including, without limitation, all service lines, lift stations, pumps, expansion or new treatment facilities, and other improvements and facilities necessary or appropriate to provide sanitary sewer service to the Project, shall be privately owned and maintained (collectively, the “**Private Sanitary Sewer Improvements**”). Developer shall be solely responsible, at its sole cost and expense, for the operation, maintenance, repair, and replacement of all Private Sanitary Sewer Improvements,~~which obligations may be assigned by Developer to the Association, as provided in Section 9 below.~~ Private Sanitary Sewer Improvements shall be constructed and used for the sole purpose of providing sanitary sewer/wastewater treatment and disposal service for the benefit of the Development only and for no other real property whatsoever without the express prior written consent of the Village, which consent may be granted or withheld in the Village’s sole discretion.

c. Prior to the issuance by the Village of an occupancy permit for any facility to be constructed on the Development, and subsequent to the issuance of required permits and approvals by the Village and the Illinois Environmental Protection Agency (IEPA) and any other agency having jurisdiction thereof, Developer shall connect the Development to the Village sanitary sewer utility system. Developer shall, at its expense, be responsible for the cost of the following: acquisition of all necessary permits and approvals, the design, all engineering expenses, construction, installation, and testing of the sewer mains, lift stations, valves, meters, manholes, expansion or new treatment facilities, and other appurtenances necessary for connection to Village sewer facilities. Design engineering shall be performed by firms that are mutually agreeable to Village and Developer. The specifications, depth, location, and connection points of the sewer system shall be depicted by Developer in a municipal utilities engineering plan prepared by a professional engineer in accordance with the Village’s current Infrastructure Design Manual and submitted to the Village for approval. ~~Developer shall have no obligation to design, construct, or fund the oversizing of sewer infrastructure to facilitate regional development beyond the capacity strictly necessary to serve the Development. Sewer infrastructure shall be designed in a manner to facilitate regional development in areas adjacent to the Development that will provide maximum benefit to the Village’s utility system.~~ Subject to compliance with said municipal utilities engineering plan the Village shall approve necessary permits and shall consent to such permits to be issued by third party agencies having jurisdiction, if applicable.

d. Developer shall pay when due all permit fees, connection fees, service and use charges, and all other charges and fees applicable to the Sanitary Sewer Improvements and the provision of sanitary sewer service to the Project pursuant to the Village’s Municipal Code, as the same may be amended from time-to-time as uniformly applicable to all industrial customers in the Village.

e. Average daily discharge to the Village’s sanitary sewer system, calculated on an annual (calendar year) basis, shall not exceed the maximum limits established and approved by the Village in the Final Engineering Plans ~~gallons per day per Project~~

phase. Peak daily flow shall not exceed the peak flow limits established and approved by the Village in the Final Engineering Plans ~~_____ gallons per day per Project phase~~. These limits do not apply to operation and testing of any fire suppression system or to any restroom facilities ~~for Utility Uses~~. Non-domestic waste shall not be discharged to the Village's sanitary sewer system except as explicitly authorized in an approved industrial pretreatment permit issued by the Village. Developer shall install a master sanitary sewer service meter for the Project, ~~the Association~~ and shall remain liable to the Village for all sanitary sewer service charges for the Project, ~~and the Association may charge individual owners through assessments~~. Without limiting the Village's other rights and remedies under this Agreement, if the Project exceeds the peak daily flow or average daily discharge limits stated above, the ~~Association-Developer~~ shall pay ~~_____~~ REDACT ~~_____~~ REDACT

Commented [LF8]: CCE recommends deleting as there is no definition for "Utility Uses" in this document nor do we feel it is needed in the sentence.

~~the~~ applicable rate for sanitary sewer charges with respect to such excess. Developer may request increases to the foregoing limits from time to time, which the Village may approve or deny in its sole discretion.

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~~f. _____ Developer, at the Developer's sole cost and expense, shall construct all improvements and facilities necessary to provide sanitary sewer discharge water to be uses at the Project for.~~

6. Water Improvements.

a. "Potable Water" shall mean all water treated by the Village's water treatment system that is safe for human consumption and everyday domestic use. "Reclaimed Water" shall mean water sourced from the Village's wastewater treatment plant after treatment has been completed and that would otherwise be discharged per the Village's wastewater permit requirements. Developer, at Developer's sole cost and expense, shall construct all improvements and facilities necessary to provide Potable Water and Reclaimed Water service (collectively, "Water Service") to the applicable phase of the Project prior to the issuance of a certificate of occupancy for such phase, as set forth on the Preliminary Plans and as may hereafter be finally approved pursuant to the Final Engineering Plans and Final Plans (collectively, the "Water Improvements"). The Water Improvements that will be dedicated to the Village will be determined by the Village in its sole-reasonable discretion in connection with review and approval of the Final Engineering Plans (collectively, the "Public Water Improvements"). Such Public Water Improvements shall be constructed prior to or concurrently with the applicable phase of Development but need not be constructed simultaneously with the applicable Roadway Improvements. ~~No municipals water towers or tanks are expected to be required of Developer. If in the future they shall be required, Developer will have the sole cost and expense.~~

b. All Water Improvements that are not Public Water Improvements, including, without limitation, all service lines, pumps, valves, meters, standpipes, hydrants, expansion or new treatment facilities, and other improvements and facilities necessary or appropriate to provide Water Service to the Project, shall be privately owned and maintained (collectively, the "Private Water Improvements"). Developer shall be solely responsible, at its sole cost and expense, for the operation, maintenance, repair, and replacement of all

Private Water Improvements, ~~which obligations may be assigned by Developer to the Association, as provided in Section 9 below.~~ Private Water Improvements shall be constructed and used for the sole purpose of providing ~~W~~water ~~S~~service for the benefit of the Development only and for no other real property whatsoever without the express prior written consent of the Village, which consent may be granted or withheld in the Village's sole discretion. ~~Developer shall have the right, but not the obligation, to further treat, polish, or condition Reclaimed Water on-site (including via temporary or mobile treatment units) prior to introducing such water into any Private Water Improvements or a "Closed-loop Cooling System", defined as a mechanical refrigeration or heat transfer system in which cooling fluid such as water, glycol, or refrigerant circulates in a sealed, continuous circuit between a heat source and a heat exchanger or cooling unit, without direct exposure to the external environment or atmosphere.~~

c. ~~Prior to the issuance by the Village of an occupancy permit for any building to be constructed on the Development, and subsequent to the issuance of required permits and approvals by the Village, and the Illinois Environmental Protection Agency (IEPA), and any other agency having jurisdiction thereof, Developer shall connect the Development to the Village Potable Water and Reclaimed W~~water utility systems, ~~provided that the Village possesses the infrastructure and capacity to supply the volumes of Potable Water and Reclaimed W~~water required for the applicable phase of the Project as established in the Final Engineering Plans. Developer shall, at its ~~sole~~ expense, be responsible for the cost of the following: acquisition of all necessary permits and approvals, the design, all engineering expenses, construction, installation, and testing of ~~Potable Water and Reclaimed W~~water mains, any looping of ~~Potable Water or Reclaimed W~~water mains as required by applicable ordinances, valves, meters, hydrants, manholes, ~~expansion or new treatment facilities,~~ and other appurtenances necessary for connection to ~~the Village Potable Water and Reclaimed W~~water systems. ~~The Village shall be solely responsible for any required changes to their IEPA National Pollutant Discharge Elimination System (NPDES) permit resulting from offsite reuse of the Reclaimed Water.~~ Design engineering shall be performed by ~~qualified, licensed engineering~~ firms that are mutually agreeable to Village and ~~selected by~~ Developer. Developer shall design and construct ~~W~~water-system improvements to meet fire code requirements, including the potential need for on-site storage, ~~and pumping stations, treatment facilities or any other water utility infrastructure as deemed necessary by the Village to the extent exclusively required~~ to serve the Development. The specifications, depth, location, and connection points of the ~~W~~water-and sewer-system- Improvements shall be depicted by Developer in a municipal utilities engineering plan prepared by a professional engineer in accordance with the Village's current Infrastructure Design Manual and submitted to the Superintendent of Public Works for approval. ~~Developer shall have no obligation to design, construct, or fund the oversizing of Public W~~water infrastructure improvements to facilitate regional development beyond the capacity strictly necessary to serve the Development. ~~Water infrastructure shall be designed in a manner to facilitate regional development in areas adjacent to the Development that will provide maximum benefit to the Village's utility system.~~ Subject to compliance with said municipal utilities engineering plan, the Village shall approve

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necessary permits and shall consent to such permits to be issued by third party agencies having jurisdiction, if applicable.

~~e.d.~~ Developer shall pay when due all permit fees, tapping fees, connection fees, service and use charges, and all other charges and fees applicable to the Water Improvements and the provision of ~~W~~water ~~S~~service to the Project pursuant to the Village's Municipal Code, as the same may be amended from time-to-time as uniformly applicable to all industrial customers in the Village.

~~d.e.~~ Potable ~~W~~water supplied by the Village may be utilized for the following uses on the Development:

- Fire suppression in accordance with Village building codes and any applicable fire protection insurance requirements;
- Domestic use;
- Humidification for climate control purposes;
- Initial flushing and filling of a ~~C~~losed-loop ~~C~~ooling ~~S~~system at a date, time, and flow rate approved by the Superintendent of Public Works. ~~A minimum of Fifteen (15) calendar days prior to the desired date for filling and/or flushing activities. The Public Works Superintendent shall be contacted at least fifteen (15) calendar days prior to the desired date for filling activities~~ to establish the date, time and flow rate; ~~and~~
- Limited maintenance of the ~~C~~losed-loop ~~C~~ooling ~~S~~system. ~~as approved by the Village; and~~
- ~~Irrigation of landscaped areas.~~

Commented [LF11]: 15 days should be sufficient for filling; but not flushing, especially in situations for leaks.

Potable ~~W~~water supplied by the Village shall not be utilized for the following uses on the Development:

- ~~Irrigation of landscaped areas;~~
- **"Evaporative cooling,"** defined as a cooling process in which water absorbs heat and is converted from liquid to vapor. This liquid-to-vapor transition occurs at the point where water contacts or is introduced into a warm airflow. The resulting water vapor is carried by the airflow through the cooling equipment and discharged into the outdoor atmosphere through the system's exhaust or air-discharge point. The water discharged as vapor is consumed through evaporation and is not returned to or recirculated within the cooling-water system; or
- Other manufacturing processing.

~~Average daily potable water consumption for industrial cooling and data center operations, calculated on an annual basis, shall not exceed _____ gallons per day. Peak daily use for such industrial operations shall not exceed _____ gallons per day.~~

~~f.~~ Reclaimed Water supplied by the Village may be utilized for the following uses on the Development, subject to IEPA approval for such uses:

- Facility non-potable needs, including irrigation of landscaped areas, flushing toilets, dust control during construction, and general site maintenance so long as the Development remains in compliance with IEPA and all other applicable regulations.

g. "Initial Fill" means the one-time filling of the Closed-loop Cooling System(s) with Potable Water prior to commissioning, as governed by Section 6(c) above. The Initial Fill for the Closed-loop Cooling System shall be capped at REDACT gallons per phase of the Project ("the Cap"). These limits do not apply to operation and testing of the fire suppression system or to any restroom facilities. Without limiting the Village's other rights and remedies under this Agreement, if If the Project's Initial Fill exceeds the peak daily use or average daily use limits the Cap stated above, the Association-Developer (or the then current operator) shall pay a "Water Overage Surcharge" of REDACT

REDACT for water service charges with respect to such excess. REDACT

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Developer's option from (i) treated Reclaimed Water, or (ii) an alternative water source that is not directly obtained from the Mahomet Aquifer. Any exceedance of the Cap shall be disclosed to the Village in writing no later than 5 business days after discovery by the Developer (or the then current operator). Within 20 business days after notification to the Village, Developer shall provide the Village in writing a description of the cause and corrective measures to prevent recurrence. Notwithstanding the foregoing, no multiplier, surcharge, or penalty rate shall apply to excess Potable or Reclaimed Water consumption directly resulting from an unforeseen mechanical failure, Closed-loop Cooling System leak, or emergency fire-suppression event, provided that Developer (or the then current operator) notifies the Village within forty-eight (48) hours of discovering the event and acts in a commercially reasonable manner to promptly remedy the failure.

h. "Subsequent Fill Event" means any filling, refilling, top-off, or fluid replacement of the Closed-loop Cooling System(s) occurring after Initial Fill and system commissioning, including but not limited to: (i) makeup water required due to leaks, equipment failure, or repairs; (ii) fluid replacement due to coolant degradation or contamination; and (iii) draining and refilling associated with scheduled or unscheduled maintenance. The Developer (or then-current operator) may use up to REDACT gallons of Potable Water per rolling 12-month period for Subsequent Fill Events arising from routine leaks, repairs, or maintenance, without triggering the Water Overage Surcharge described in Section 6(g).

Any Subsequent Fill Event, or combination of Subsequent Fill Events within a rolling 12-month period, exceeding the maintenance allowance in Section 6(h) shall: (i) require written notice to the Village within 10 business days, describing the volume, cause, and corrective measures taken to prevent recurrence; and (ii) be subject to the Water Overage Surcharge on the same tiered basis as overages of the Initial Fill Cap, provided that volume

attributable to a documented emergency repair necessary to prevent imminent equipment failure, life-safety risk, or environmental harm shall be excluded from the surcharge calculation but shall remain subject to the notice and reporting requirement.

i. To ensure accurate monitoring of the three-pipeline infrastructure, Developer shall install ~~a separate master water metering infrastructure~~ for the Project, specifically including: (i) a master Potable Water meter for domestic and general facility use, (ii) a dedicated sub-meter for Potable Water utilized exclusively in the Closed-loop Cooling System(s), (iii) a master Reclaimed Water meter for irrigation and authorized non-potable uses, and (iv) a master sanitary sewer service meter (as required in Section 5). the Association shall remain liable to the City for all water service charges for the Project, and the Association may charge individual owners through assessments. Developer may request increases to the foregoing limits from time to time, which the Village may approve or deny in its sole discretion.

The water systems shall be protected with backflow devices to include air gaps and ~~RPZ~~ reduced pressure zone devices as determined by the Village during the engineering plan review process and in compliance with IEPA and Illinois Department of Public Health.

Design of fire suppression systems shall be approved by the Village and shall not negatively impact Village operations and/or water quality. On-site storage for fire suppression may be required.

7. **Stormwater Drainage.**

a. Developer, at Developer's sole cost and expense, shall construct all storm sewers, stormwater management systems, floodplain modifications, and compensatory storage facilities required for the stormwater drainage of the Development generally as set forth on the Preliminary Plans, as may hereafter be finally approved pursuant to the Final Plans, and as required by Applicable Ordinances and Regulations (collectively, the "**Stormwater Management Improvements**"). Developer may provide detention on a phase-by-phase basis as the various portions of the Development are developed or to service multiple phases of development of the Development collectively. The Stormwater Management Improvements that will be dedicated to the Village will be determined by the Village in its ~~reasonable~~ sole discretion in connection with review and approval of the Final Engineering Plans (collectively, the "**Public Stormwater Management Improvements**"). Such Public Stormwater Management Improvements shall be constructed prior to or as part of the same phase of development as the in-concert with applicable Roadway Improvements or as necessary to service stormwater management facilities.

b. All Stormwater Management Improvements that are not Public Stormwater Management Improvements, including, without limitation, all service lines, pumps, valves, drains, ditches, ponds, vaults, and other improvements and facilities necessary or appropriate to provide stormwater drainage to the Project, shall be privately owned and

maintained (collectively, the “**Private Stormwater Management Improvements**”). Developer shall be solely responsible, at its sole cost and expense, for the operation, maintenance, repair, and replacement of all Private Stormwater Management Improvements, which obligations may be assigned by Developer to the Association, as provided in Section 9 below. The Private Stormwater Management Improvements shall be constructed and used for the sole purpose of providing stormwater drainage and/or retention for the benefit of the Development only and for no other real property whatsoever without the express prior written consent of the Village, which consent may be granted or withheld in the Village’s sole discretion.

c. Developer shall pay when due all permit fees, connection fees, service and use charges, and all other charges and fees applicable to the Stormwater Management Improvements and the provision of storm sewer service to the Project pursuant to the Village’s Municipal Code as the same may be amended from time-to-time as uniformly applicable to all industrial customers in the Village.

8. **Roadway Improvements.**

a. A Traffic Impact Analysis Report is required to be completed by the Developer and submitted to the Village ~~no later than October 1, 2026~~ prior to the submittal of Final Engineering Plans.

b. The Parties acknowledge and agree that the specific design, engineering, construction sequencing, traffic signalization, cost-sharing, and maintenance obligations for all public and private roadway improvements required to serve the Project (collectively, the “Roadway Improvements”) shall be governed exclusively by a separate, standalone Road Maintenance Agreement (“RMA”) to be negotiated and executed by the Developer and the Village prior to the approval of Final Engineering Plans for the first phase of development. Notwithstanding the foregoing, the Village’s requirements within the RMA shall be strictly limited to the proportionate share of roadway improvements directly necessitated by the Project, as objectively determined by the Developer’s Traffic Impact Analysis Report. The Village shall not unreasonably withhold, condition, or delay execution of the RMA. If the Parties fail to execute the RMA within forty-five (45) days of Developer’s initial submission of a draft RMA, Developer’s obligations regarding Roadway Improvements shall be strictly limited to the objective recommendations of the Traffic Impact Analysis Report, and the absence of an executed RMA shall not be used by the Village as a basis to deny, withhold, or delay the approval of Final Engineering Plans, building permits, or certificates of occupancy.

c. Prior to the issuance of building permits for any phase of the Development adjacent to a public road, the public roadway improvements required to safely access such phase shall be constructed by Developer, at Developer’s sole cost and expense, in accordance with the standards and timelines to be established in the RMA.

Commented [LF12]: Are any roads around the Project managed by the County’s Road Commission? If so, we’ll need to discuss the mechanics of addressing County vs Village-responsible roads and who would be party to the RMA prior to finalizing language in this section.

d. During the construction of any phase of the overall Development, Developer agrees to repair any material damage to the public roadways ~~adjacent to~~utilized by the Project as agreed to in the RMA to the extent such damage is proximately caused by Developer's construction traffic or heavy equipment, standard wear-and-tear excepted, subject to the pre-construction inspection and bonding mechanics to be set forth in the RMA.

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9. **Dedication; Public Utilities.**

a. Except as otherwise provided in this Agreement, all Public Sanitary Sewer Improvements, Public Water Improvements, Public Stormwater Management Improvements, and Public Roadway Improvements (collectively, “**Public Improvements**”) shall be constructed by Developer in platted rights-of-way, lots, or easements in accordance with Applicable Ordinances and Regulations and dedicated to the Village upon completion, and acceptance by the Village. The Developer shall also be required to provide easements and/or dedicate property for the Public Improvements contemplated by this Agreement.

b. Upon completion of Public Improvements and notice thereof from Developer, the Village shall, within a reasonable time, inspect the same and either accept the dedication thereof or notify Developer in writing of any corrections that may be necessary to cause such Public Improvement to conform with Applicable Codes and Ordinances. After Developer has made required corrections, the Village shall reinspect the same within a reasonable time. Developer shall deliver to the Village duly written instruments conveying to the Village all right, title, and interest Developer may have in the Public Improvements, free and clear of all liens and encumbrances.

c. Developer shall be solely responsible, at its own cost, for ~~removal and/or~~ relocation of any existing easements and facilities including power poles, of public utility companies (e.g., Ameren Illinois, fiber, Frontier, ~~etc.~~) as may be necessary to construct the Public Improvements or develop the Project, and for all new easements and facilities as may be necessary for the provision of public utility services to the Project.

10. Subdivision Plats. The Preliminary Plat, as defined in the Applicable Ordinances and Regulations, of Rising Edge Data Center the Project is approved in conjunction with the Rezoning Ordinance. Developer shall apply for final ~~plat~~subdivision approvals as required by Applicable Ordinances and Regulations, or as Developer deems necessary and appropriate for the orderly development of the Development. When final ~~subdivision plat~~ approval is requested by Developer, the Plan and Zoning Commission shall complete its review and act upon the same within sixty (60) days after submittal of a complete set of documents in compliance with this Agreement and Applicable Ordinances and Regulations. Final and recording plat approvals will not be reviewed by Village until Final Engineering Plans have been approved by Village for the Phase for which subdivision approval is requested. Final plats of subdivision shall be acted on by the Village Board of Trustees within sixty (60) days after action thereon by the Plan and Zoning Commission. Nothing herein shall be construed to require Plan and Zoning Commission or Village Board of Trustees approval of any plat or plan which does not meet the requirements of this Agreement and Applicable Ordinances and Regulations. Final plats ~~of subdivision~~ may be submitted for all, or any portion of the Development, at Developer's option, provided all certifications and information required by statute or ordinance are included thereon and said plats meet all the requirements of the Village's Subdivision Regulations. Developer shall comply with all the technical review, including review of topographical information, detention and storm water management plans (whether temporary or permanent, at Developer's election), utility plans, public improvements, and dedication requirements of this Agreement and Applicable Ordinances and Regulations.

Commented [LF13]: Please confirm which parts of the Subdivision ordinance apply to this section. Some are not relevant for this annexation agreement. CCE proposes striking the word "subdivision" and instead inserting specific text from the subdivision ordinance into this Agreement.

10.11. Private Improvement Maintenance. Developer (or its successors and assigns) shall be solely responsible, at its sole cost and expense, for the continuous operation, maintenance, repair, and replacement of all Private Sanitary Sewer Improvements, Private Water Improvements, Private Stormwater Management Improvements, Private Roadway Improvements, landscaping, and all other private improvements located within the Development. The Parties expressly acknowledge and agree that the Project is intended to operate as a unified campus and that no property owners' association, master association, or similar governance entity shall be required to be established or maintained for the Development.

~~Development Covenants and Association. Developer Owner shall impose covenants, conditions, restrictions, and easements on the Development, except for Lots not owned by the Developer, which shall run with the land and be binding upon and inure to the benefit of Developer Owner and all successor owners of the Development and any portion thereof (the "Development Covenants"). The Development Covenants shall provide for the establishment of a Development owners' association (the "Association"), which Owner~~

shall have the right and obligation to administer, manage, maintain, operate, repair, and replace all Private Sanitary Sewer Improvements, Private Water Improvements, Private Stormwater Management Improvements, Private Roadway Improvements, landscaping, and all other private improvements wherever located, which are designed or intended to benefit more than one building or portion of the Development (other than private improvements exclusively serving Utility Uses on Lot 3) (collectively, “**Development Common Elements**”) and to assess the owners of the Development for all costs and expenses thereof (including to build appropriate reserves for capital repairs and replacements), which assessments shall be a lien in favor of the Association. Further, the Village shall have various rights of enforcement of the Development Covenants and the right to impose a special service area the form and structure of which shall be subject to the reasonable approval of the Corporate Authorities and Developer, the purpose of which will be to permit the City to levy special service area taxes solely in the event the Village is required to expend funds to cure defaults under the Development Covenants. Any special service area taxes imposed by the Village pursuant to this Section shall be limited to the actual costs incurred by the Village in establishing and administering the applicable special service area and curing the default and shall terminate upon reimbursement of all such costs. In connection with Developer’s submittal of Final Plans for the first phase of the Project, Developer shall submit the proposed Development Covenants, the form and content of which shall be subject to the review and approval of the Village Planner or their designee, which approval shall not be unreasonably withheld or delayed. The Corporate Authorities shall have no obligation to approve a Final Plan and or final Subdivision Plat until the approved Development Covenants have been approved and recorded on title to the Development.

14.12. ~~Site Development~~Final Engineering Plans, Building Permits, and Emergency Services Plan.

a. Developer shall have the right, at any time after delivery of the Closing Notice but prior to obtaining Village approval of Final Plans or building permits, to undertake, at Developer’s own risk, demolition of structures, excavation, preliminary grading and related site preparation work, filling and soil stockpiling on the Development in preparation for the development of the Development (or any portion thereof) on submittal of a grading plan and soil erosion and sedimentation control plan to the Village, which plans shall be reasonably satisfactory to the appropriate Village Departments. Such work shall be undertaken without injury to the property of surrounding property owners, and only after Developer has paid all fees and posted required security as required by this Agreement and Applicable Ordinances and Regulations.

b. Prior to issuance of any ~~site-development~~Final Engineering Plans or building permits for the Project, Developer shall prepare and submit to the appropriate Village Departments for approval, ~~of which should not be unreasonably withheld, of~~ an emergency services plan that addresses, to the Director’s reasonable satisfaction, the following matters and other matters relating to the Village’s provision of emergency services to the Project:

- i. Power Supply/Generators

Commented [LF15]: Please clarify the definition of Closing Notice.

- ii. Fire Suppression/Water
- iii. Hazardous Materials
- iv. Access Control
- v. Severe Weather Vulnerability
- vi. Evacuation/Site Access
- vii. Emergency Operations/Coordination
- viii. Information Sharing/Public Messaging
- ix. Lighting/Signage

~~Developer and the Association~~ Developer shall maintain and operate the Project in a manner consistent with the approved emergency services plan. Developer shall amend the emergency services plan from time to time with notification to Village for minor operational changes, and with approval from Village for any material changes.

~~12.13.~~ **Building Permits.** The Village shall issue building permits for which Developer applies within ~~thirty-five~~ (1530) business days of receipt of complete building permit application therefore or within ~~thirty-five~~ (1530) business days of the Village's receipt of the last of the documents required by Village ordinance to support such application. If the application is denied, the Village shall provide Developer written comments within said ~~thirty-five~~ (1530) business day period specifying the reasons for denial of the application, including specifications of the requirements of ordinance or law which the application or supporting documents fail to meet, and the Village shall issue such building permits promptly upon Developer's compliance with those requirements. At the request of Developer and subject to Developer's compliance with this Agreement and Applicable Ordinances and Regulations, the Village will issue building permits in phases as follows: (1) grading and underground utilities, (2) foundation, (3) building shell, and (4) interior improvements or build-out.

Commented [LF16]: CCE requests a shorter approval timeframe to prevent construction delays.

~~13.14.~~ **Certificates of Occupancy.** The Village shall issue a certificate of occupancy to Developer within ten (10) business days of certificate of occupancy application therefore (which application is in compliance with Applicable Ordinances and Regulations) or issue a letter of denial within said period informing Developer specifically as to what corrections are necessary as a condition of the issuance of a certificate and quoting the section of any Applicable Ordinances and Regulations relied on by the VillageCity in its request for correction. The Village will not issue a certificate of occupancy prior to the availability of storm water, sanitary sewer, and potable water service to the building or completion of public improvements related to such phase. The Village will issue temporary certificates of occupancy for buildings lacking completion of items which are weather dependent (such as exterior painting, landscaping, bituminous surface course, etc.) provided the Developer posts with the Village a bond, cash, or letter of credit in an amount ^{REDACT} Developer's engineer's estimated cost of completion. both parties agree is sufficient to complete the work.

Commented [LF17]: CCE's review of the ordinance seems to indicate there is only one building permit application required, not separate submittals for each building phase. Please explain if you prefer deviation from the Village code for this agreement.

~~14.15.~~ **Design and Operational Controls.** Developer shall comply with all design and operational controls set forth in the Rezoning ~~and~~ Ordinance, including limitations on

operation of generators. Routine generator testing and emergency operation of backup generators shall be permitted in accordance with applicable environmental permits, ~~as provided in the Rezoning Ordinance. Village will not require further restrictions than those incorporated into IEPA permit requirements.~~

Commented [LF18]: Air permits for backup generators won't be obtained until start of construction, or possibly sometime after SOC, thus the Project won't be able to include that permit as part of the rezoning ordinance.

~~15.~~16. **Security.** Developer shall post letters of credit as security for completion of public Sanitary Sewer Improvements, Water Improvements, Stormwater Management Improvements, and Roadway Improvements required hereunder (collectively, "**Public Infrastructure Improvements**") in accordance with Applicable Ordinances and Regulations, provided that the amount of such security shall not exceed ~~REDACT~~ of the Developer's engineer's estimated cost of completion for such improvements. Developer shall only be required to post security for Public Infrastructure Improvements for the phase of development Developer is then seeking to construct as determined based on Final Plans for such phase and may, at its option, submit separate letters of credit for individual improvements or groups of improvements. Upon completion and Village acceptance of a given Public Infrastructure Improvement, Developer shall post with the Village a maintenance guaranty ~~in~~ in the form of cash or a letter of credit in accordance with Applicable Ordinances and Regulations, provided that such maintenance guaranty shall ~~REDACT~~ of the actual construction costs of such Public Infrastructure Improvement and shall remain in place for a period not to exceed eighteen (18) months. Letters of credit shall be reduced proportionally upon posting of the Maintenance Guaranty. Letters of credit posted by Developer in accordance with this Section shall be in such form and issued by such institutions as are reasonably acceptable to the Village. Letters of credit shall be reduced periodically as improvements are completed and accepted by the Village.

~~16.~~17. **Continuation of Existing Uses.** The Development is now being used for crop farming. The Village has given due consideration of such current use. Accordingly, and notwithstanding any provision of the Village Code, the Zoning Ordinance, or any other code, ordinance, or regulation now in effect or adopted during the Term of this Agreement, the above described current use of the Development shall be permitted to continue but no changes to the various land use approvals or entitlements are or shall be required to the extent the Project is being carried out pursuant to the Rezoning Ordinance notwithstanding any concurrent residential use within the Development pursuant to this Section.

~~17.~~18. **Mutual Assistance.** The Parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms. Neither Party shall challenge the validity of this Agreement or the ordinances adopted pursuant hereto, or any provision thereof. ~~REDACT~~

REDACT

18.19. Breach and Remedies.

- a. In the event of a breach of this Agreement, the Party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein; provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same; up to a maximum cure period of one hundred and twenty (120) days for non-monetary defaults; provided further, however, in the case of a breach involving imminent risk of injury to persons or damage to property, the Party alleged to be in breach shall correct the same as expeditiously as possible under the circumstances and in no event later than ten (10) days after written notice of said breach. Notwithstanding the foregoing, any lender holding a collateral assignment of this Agreement shall be afforded an additional ninety (90) days beyond Developer's cure period to effectuate a cure prior to the Village exercising any remedies.
- b. If either Party fails to perform any of its obligations hereunder, and the Party affected by such default shall have given notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within the time period set forth in subsection "a" above, then, in addition to any and all remedies that may be available, either at law or in equity, the Party affected by such default shall have the right, but not the obligation, to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.
- c. In the event of judicial action between the Parties to this Agreement with respect to the provisions of this Agreement, the prevailing Party will be entitled to recover in addition to any other recovery, its reasonable attorney's fees and expenses actually incurred due to such action.
- d. The Parties agree that any claim, action, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts located in Champaign County, Illinois. Each Party hereby consents to the personal jurisdiction of such courts and waives any objection to venue or forum based on inconvenience.

19.20. Term. This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date of execution of this Agreement, and for such further term as hereafter may be authorized by state statute

and by Village ordinance and Developer's consent (the "Term"). The expiration of the Term of this Agreement shall not affect the continuing validity of the annexation, zoning and subdivision approvals for the Development, any ordinance enacted by the Village pursuant to this Agreement, or any agreement separately entered into by the Parties pursuant to this Agreement.

20.21. Indemnity. Developer hereby agrees to indemnify, defend (with counsel reasonably acceptable to the Village) and hold harmless the Village, its elected and appointed officers, its boards, commissions and committees, the members of such boards, commissions and committees, its employees, its representatives, its agents, its engineers, the successors, assigns, executors, administrators, heirs, and beneficiaries of the foregoing (the "Indemnitees"), from and against all claims, costs, damages, expenses, judgments, and lawsuits (collectively, "Claims") which arise directly or indirectly from Developer's physical construction, operation, or maintenance of the Project, or Developer's breach of this Agreement. In the event a third party files a Claim challenging the validity of the Annexation Ordinance, Rezoning Ordinance, or any permits or approvals issued hereunder, Developer shall have the right, but not the obligation, to assume and control the defense of such Claim on behalf of the Village with counsel of Developer's choosing. If Developer elects to assume such defense, Developer shall not be liable for any separate attorneys' fees, costs, or expenses incurred by the Village or its Indemnitees. ~~the Village's approval of or entry into this Agreement or any actions contemplated or taken by the Village pursuant to this Agreement, including, but not limited to, annexation of the Development, approval of the Rezoning Ordinance, Preliminary Plans, Final Plans, site development permits, Final Engineering Plans, or building permits, acceptance of Public Improvements, or issuance of certificates of occupancy.~~ Provided, however, that Developer shall have no obligation to indemnify, defend, or hold harmless the Indemnitees from any Claims to the extent caused by the ordinary negligence, gross negligence, willful misconduct, statutory or procedural violations, or breach of this Agreement by the Village or any of its Indemnitees. To the extent permitted by law, this provision shall survive any termination or expiration of this Agreement. The Village shall promptly notify Developer in writing of any Claim for which it seeks indemnification hereunder. Developer shall have the right, at its option, to assume and control the defense of any such Claim with counsel of Developer's choosing, provided such counsel is reasonably acceptable to the Village. The Village shall fully cooperate with Developer in such defense. Developer shall not be liable for any settlement of any Claim effectuated without Developer's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

22. Community Benefits.

REDACT

REDACT

REDACT

REDACT

REDACT

REDACT

REDACT

REDACT

REDACT

~~21,23.~~ **Recapture Fees.** Developer shall be solely responsible for the payment, when due under applicable ordinances, of all recapture fees imposed by existing ordinances/agreements on the Development or the Project, which include fees imposed by Ordinances.

~~22,24.~~ **Electric Utility Tax.** REDACT
REDACT

REDACT

~~23.~~ **Reimbursement of Costs and Fees.** The terms and conditions of the Professional Fee Reimbursement Agreement between the Village and Developer (or Developer's predecessor in interest) are incorporated by reference as if fully set forth in this Section and shall be binding upon Developer and its successors and assigns.

Commented [LF20]: Please provide draft Reimbursement Agreement so CCE can review prior to agreeing to Section 23.

~~24,25.~~ **Covenant not to Challenge Validity.** Developer acknowledges that it has entered into this Agreement of its own volition, has negotiated the terms and conditions of this Agreement, and will derive substantial benefits from this Agreement. Developer, for itself and its successors and assigns, irrevocably covenants and agrees that it shall not, directly or indirectly, initiate, support, join, fund, or voluntarily assist (except as required by law, subpoena, or court order) any claim, suit, or proceeding that challenges, contests, seeks to invalidate, enjoin, rescind, reform, or otherwise impair (a) this Agreement or any term or condition hereof; (b) the Rezoning Ordinance, or any other Applicable Ordinances and Regulations; or (c) any permit or approval issued by the Village pursuant to this Agreement. Notwithstanding the foregoing, Nothing-nothing herein shall be construed to prevent Developer, its successors, assigns, or tenants from: (i) from defending or asserting its contractual rights under this Agreement; (ii) enforcing ~~or~~ its vested rights under the Rezoning Ordinance; (iii) challenging the validity or application of any future ordinance, code, or regulation adopted by the Village; or (iv) challenging any wrongful denial, delay, or conditioning of any permit or approval by the Village. The Parties expressly agree that under no circumstances shall a breach of this Section 25 entitle the Village to terminate this Agreement or revoke any zoning, permit, or approval previously granted to the Project.~~or~~

any permits or approvals issued pursuant thereto. Without limiting the Village's other rights and remedies, if Developer breaches said covenant and agreement, after notice and an opportunity to cure as set forth herein, the Village shall have the right to terminate this Agreement upon written notice to Developer and to take any action with respect to the Rezoning Ordinance, and any other approval or permit issued to Developer or with respect to the Project without regard to the provisions of this Agreement.

25.26. Project Labor Agreement. REDACT
REDACT

26.27. Disconnection. REDACT
REDACT

27.28. Miscellaneous.

a. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest. Notwithstanding the foregoing, minor modifications to the Preliminary Plans, Final Plans, Final Engineering Plans, or operational parameters (including the Technological Modifications described in Section 3) that do not materially alter the intent of this Agreement may be approved administratively by the Village Administrator or their designee without requiring an ordinance, public hearing, or formal amendment to this Agreement. Furthermore, in the event the Development is subdivided and owned by multiple independent parties, any formal amendment to this Agreement shall only require

the consent and execution of the Village and the specific owner(s) of the parcel(s) directly affected by such amendment.

b. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable. If for any reason the annexation, subdivision and zoning of the Development is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement.

~~Notwithstanding the foregoing provisions of this Section 28.b, if any agreement, covenant, obligation, or condition applicable to Developer in this Agreement, the Rezoning Ordinance is found or declared by a court of competent jurisdiction to be invalid or a taking of Developer's property as a result of Developer's breach of its covenants and agreements set forth in Section 26 above, the entirety of this Agreement shall be null and void and of no further force or effect, the Village shall have no further obligations hereunder, and the Village may take any action with respect to the Rezoning Ordinance and any other approval or permit issued to Developer or with respect to the Project without regard to the provisions of this Agreement.~~

c. No Waiver. The failure of the Parties to insist on the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, on any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

d. Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

e. Survival. The provisions contained herein shall survive the annexation of the Development and shall not be merged or expunged by the annexation of the Development to the Village.

f. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon ~~Owner,~~ Developer and its successors, grantees, lessees, transferees and assigns, and upon successor corporate authorities of the Village and successor municipalities and shall constitute a covenant running with the land. The obligations of a party under this Agreement shall apply only during the period in which ~~Owner or~~ Developer or its successor owner owns an interest in the Development or the applicable portion thereof, and upon a transfer of such interest the transferring party shall be released

from obligations arising thereafter and the transferee shall assume such obligations. Any assignment of this Agreement by ~~Owner or~~ Developer shall not relieve the assignor of its obligations under this Agreement but instead such obligations shall be joint and several with the assignee, unless such assignment by ~~Owner or~~ Developer has been approved by the Village Board of Trustees which approval shall not be unreasonably withheld provided the assignee demonstrates to the Village Board of Trustees reasonable satisfaction that it has the resources and experience necessary to perform all of the ~~Owner's and~~ Developer's obligations hereunder. The Village shall approve or deny any assignment request requiring its consent within thirty (30) days of receipt; failure of the Village to respond within such thirty (30) day period shall constitute deemed approval. Notwithstanding the foregoing, Developer shall have the absolute right, without the requirement of Village consent or approval, to assign this Agreement to any parent, subsidiary, affiliate, or to any institutional purchaser acquiring the Project, provided such assignee assumes all obligations of Developer hereunder in writing. Upon any assignment approved by the Village, or any assignment permitted without Village consent pursuant to this Section, Developer shall be fully and immediately released from all prospective obligations arising under this Agreement. Furthermore, Developer shall have the absolute right to collaterally assign this Agreement to any lender providing financing for the Project without the consent or approval of the Village.

g. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested or by nationally recognized couriers or personally delivered to the Parties, at the following addresses, or such other addresses as the Parties, by notice may designate:

If to Village: Village of Mahomet
PO Box 259
503 E Main St
Mahomet, IL 61853
Attention: Village Manager

with a copy to: Evans, Froehlich, Beth & Chamley
44 Main Street, Suite 310
Champaign, IL 61820
Attention: Joseph P. Chamley

If to Developer: Rising Edge ~~Data Center~~ LLC
REDACT

with a copy to:

Clean Cloud Energy
REDACT

- h. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.
- i. Exhibits. All exhibits attached hereto are declared to be a part of this Agreement and incorporated herein by this reference.
- j. Approval. Wherever any approval or consent of a Party is called for under this Agreement, the same shall not be unreasonably withheld, conditioned, or delayed.
- k. Estoppel. From time to time upon written request of the Village, Developer, or any mortgagee, purchaser, or prospective purchaser of all or any portion of the Development, the other Party shall execute and deliver within thirty (30) days a written estoppel certificate certifying (i) that this Agreement is in full force and effect, (ii) whether the requesting Party is in default under this Agreement to the knowledge of the certifying Party, and (iii) the status of any obligations required to be performed under this Agreement. The City-Village shall have no liability for statements made in good faith in any such estoppel certificate nor shall the CityVillage be estopped from exercising its police powers under Applicable Ordinances and Regulations.
- l. Certificate. Upon written request of Developer after completion of Developer's infrastructure and monetary obligations under this Agreement, the Village shall execute and deliver a certificate confirming that such obligations have been satisfied.
- m. Recording. This Agreement shall be recorded in the office of the Clerk and Recorder of Deeds of Champaign County, Illinois.

[SIGNATURE PAGE TO FOLLOW]

30

“ORIGINAL OWNER” _____

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

STATE OF _____)

_____) SS.

COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared _____ of _____, an _____ limited liability company, and known to me to be the manager or president of these companies that executed this instrument and acknowledged this instrument to be the free and voluntary act and deed of the limited liability company and corporation, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this instrument and in fact executed this instrument on behalf of the limited liability company and corporation.

Given under my hand and Notarial Seal, this _____ day of _____, 2026.

Notary Public

SEAL

“DEVELOPER” **RISEING EDGE, DATA CENTER LLC**

By: _____ Date: _____

Name: _____

Title: _____

STATE OF _____)
)
COUNTY OF _____) SS.

On this _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared _____ of _____, an _____ limited liability company, and known to me to be the manager or president of these companies that executed this instrument and acknowledged this instrument to be the free and voluntary act and deed of the limited liability company and corporation, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this instrument and in fact executed this instrument on behalf of the limited liability company and corporation.

Given under my hand and Notarial Seal, this _____ day of _____, 2026.

Notary Public

SEAL

Lists of Exhibits:

Exhibit A – Legal Description of the Development

Exhibit B – Annexation Ordinance

Exhibit C – Rezoning-~~PUD~~ Ordinance

Commented [LF21]: Note to update/add to these exhibits if needed, pending final draft.

[EXHIBITS TO FOLLOW THIS PAGE]