

LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and among IREN Limited, acting through its subsidiary Emerald ProjectCo (the “Company”), Pittsburg County, Oklahoma (the “County”), and Kiowa Public Schools, Kiamichi Technology Center, the County, the Health Department, and the Southern Oklahoma Public Library System (each a “Taxing Entity” and, collectively, the “Taxing Entities”). Defined terms have the meanings attributed to them in the Project Plan or as set forth herein. In the event of any conflict or inconsistency amount this Agreement, the Economic Development Agreement, and the Project Plan, the Project Plan shall control.

Table of Contents

RECITALS.....	5
Article 1: Definitions and Incorporation of Exhibits.	6
Article 2: The Project.	8
Section 2.01: Purpose.....	8
Section 2.02: Project Scope.	8
Article 3: Approval of the Tax Abatement.	9
Article 4: Incentive District Abatements.	9
Section 4.01: Incentive District Abatements.....	9
Section 4.02: Activation of Incentive Districts.	10
Section 4.03: Application of Abatement.....	10
Section 4.04: No Fixed Exemption.....	11
Article 5: Payments in Lieu of Taxes (“PILOTs”) and Community Betterment Payments.	13
Section 5.01: PILOT Payments.....	13
Section 5.02: Determination.	13
Section 5.03: No Duplication.....	13
Section 5.04: Community Betterment Payments	14
Section 5.05: Payment Dates	14
Section 5.06. Annual Report	14
Article 6. Term of Tax Incentive Agreement.	15
Article 7: Default.	15
7.01: Default by the Company.	15
7.02: Default by the County or Taxing Entities.	15

Article 8: Remedies.....	16
Article 9: Miscellaneous Provisions	16
Section 9.01: Force Majeure	16
Section 9.02: Successors and Assigns.....	16
Section 9.03: Cooperation.....	17
Section 9.04: Estoppel Certificate.....	17
Section 9.05: Notices	17
Section 9.06: Amendments.	18
Section 9.07: Severability	18
Section 9.08: Applicable Law	19
Section 9.09: Authority	19
Section 9.10 Counterparts.....	19
Section 9.11: Entire Agreement	19
Section 9.12: Section Headings	19
COUNTY SIGNATURE PAGE FOR LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT.....	20
COMPANY SIGNATURE PAGE FOR LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT.....	21
KIOWA PUBLIC SCHOOLS SIGNATURE PAGE FOR LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT.....	22
KIAMICHI TECHNOLOGY CENTER SIGNATURE PAGE FOR LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT	23
PITTSBURG COUNTY HEALTH DEPARTMENT SIGNATURE PAGE FOR LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT.....	24
SOUTHERN OKLAHOMA PUBLIC LIBRARY SYSTEM SIGNATURE PAGE FOR LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT.....	25
COUNTY ASSESSOR ACKNOWLEDGEMENT FOR LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT.....	26
List of Exhibits.....	27

RECITALS:

WHEREAS, the Company intends to develop on the Project Site, as more particularly described in Exhibit A attached hereto, one or more Data Center facilities and may develop certain ancillary buildings, structures and infrastructure that support or are related to the Data Center operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings, all of which are part of the computer infrastructure, data processing, hosting and related services classification; and

WHEREAS, on _____, 2026, the Pittsburg County Local Development Act Review Committee by its Resolution, a true and correct copy of which is attached hereto as Exhibit B, recommended the approval of the Project Plan pursuant to the Act to provide partial ad valorem property tax abatements as public incentives for the Project; and

WHEREAS, after the public hearings required by the Act, the County adopted and approved the Project Plan and this Agreement by the Resolution, a true and correct copy of which is attached hereto as Exhibit C; and

WHEREAS, each of the Taxing Entities and the County have determined that it is appropriate and desirable, in order to ensure the economic viability of the Project, that the County and the Taxing Entities, which would otherwise share in the unabated Ad Valorem Taxes applicable to the Project Site, provide the Incentives for each developed Phase within each Incentive District, upon the terms and conditions as provided for herein, all as authorized by Article 10, §6(C) of the Oklahoma Constitution, Section 860(B) of the Act, the Project Plan, the Resolution, and other applicable authorizations; and

WHEREAS, the Company desires to develop the Project in up to two (2) Phases; and

WHEREAS, the Company anticipates that each Phase will include an approximately _____ square foot Data Center; however, the precise number, location, and size of Data Centers is subject to change in the Company's sole discretion as a result of market and other business conditions; and

WHEREAS, the Company anticipates that the Phases may include ancillary buildings, structures and infrastructure that support or are related to the data center campus operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings; and

WHEREAS, the County created the Incentive Districts under the provisions of the Project Plan to: (i) to promote economic development within the Project Site (ii) to reverse economic stagnation or decline, (iii) to serve as a catalyst for expanding employment, (iv) to attract private investment in the Project Site, and (v) and to preserve and enhance the tax base within the Project

Site, which the County designated as a reinvestment area as defined by the Section 853(17) of the Act in the Resolution; and

WHEREAS, the Taxing Entities, County, and Company are entering into this Agreement to, among other things, satisfy the requirements of Sections 865 and 866 of the Act, which provide, respectively that (i) each Taxing Entity must enter into an agreement with the County in order for tax incentives or exemptions to be granted under the Act for that Taxing Entity's portion of Ad Valorem Tax, and (ii) the County must enter into an agreement with the Company as the owner and/or option holder of the Project Site and the recipient of the Incentives to set forth the terms and conditions required for the Company to receive the Incentives; and

WHEREAS, in consideration of the Incentives to be provided under this Agreement, the Company has agreed to make Community Betterment Payments (defined herein) to the County and, if applicable, PILOT Payments to the County and the Taxing Entities in such amounts and at such times as further described in Article 5 of this Agreement; and

WHEREAS, the County and Taxing Entities have determined that it is appropriate, desirable, and in the public interest to approve the Incentives, pursuant to the terms of this Agreement, and that the Incentives will assist in strengthening the economic viability of the County, as a whole, and more particularly in relation to the Project Plan; and

WHEREAS, the County has approved the adoption of this Agreement through Resolution _____ adopted on _____ (a true and correct copy of which is attached hereto as Exhibit D); and

WHEREAS, the Kiowa Public Schools through Resolution _____ adopted on _____ (a true and correct copy of which is attached hereto as Exhibit E), Kiamichi Technology Center through Resolution _____ adopted on _____ (a true and correct copy of which is copy attached hereto as Exhibit F), the Pittsburg County Health Department through Resolution _____ adopted on _____ (a true and correct copy of which is attached hereto as Exhibit G), and the Southern Oklahoma Public Library System through Resolution _____ adopted on _____ (a true and correct copy of which is attached hereto as Exhibit H) have approved the adoption of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the parties agree as follows:

Article 1: Definitions and Incorporation of Exhibits.

Defined Term	Meaning
"Affiliate"	Any successor controlling, controlled by, or under common control with the Company.
"County Assessor"	The Pittsburg County Assessor.

“Incentive District Commencement Notice”	Written notice given to the County Assessor, each of the Taxing Entities, and the Company, by the Implementation Officer, identifying the Incentive District activated and the Activation Date.
“Taxing Entity Approval(s)”	Approval of the Tax Incentive Agreement by the Taxing Entities.

The Parties acknowledge and agree that the recitals set forth above and the Exhibits attached hereto are a material part of this Agreement and are incorporated herein by references duly set forth herein:

- Exhibit A: Description of the Project Site
- Exhibit B: Copy of Pittsburg County Local Development Act Review Committee Resolution
- Exhibit C: Copy of County Resolution
- Exhibit D: Copy of County Agreement Adoption Resolution
- Exhibit E: Copy of Kiowa Public Schools Agreement Adoption Resolution
- Exhibit F: Copy of Kiamichi Technology Center Agreement Adoption Resolution
- Exhibit G: Copy of Pittsburg County Health Department Agreement Adoption Resolution
- Exhibit H: Copy of Southern Oklahoma Public Library Systems Agreement Adoption Resolution
- Exhibit I: Incentive District Base Value
- Exhibit J: Annual Reporting Form
- Exhibit K.1: Form of Assignment and Assumption Agreement (Project Site Transfer)
- Exhibit K.2: Form of Assignment and Assumption Agreement (Exempt Property)

The Exhibits are incorporated solely for the purpose of identifying the agreements described herein above. In the event of any inconsistency between the body of this Agreement and any Exhibit, the provisions most favorable to the County and/or Taxing Entities shall control. Nothing in any Exhibit shall limit or modify the obligations of the Company contained herein.

Article 2: The Project.

Section 2.01: Purpose. The objectives of this Agreement are (i) attracting and incentivizing the Project and the accompanying investment and development to the County, which would not occur without the Incentives described in this Agreement and the Project Plan, and (ii) generating new revenues for the County and the Taxing Entities in the form of increased Ad Valorem Revenues, Community Betterment Payments, and PILOT Payments (if activated) for each Incentive District formed and activated pursuant to the Project Plan and governed for all Phases of the Project by the Economic Development Agreement.

Section 2.02: Project Scope.

The Project may consist of up to two (2) Phases corresponding to the two (2) Incentive Districts. Each Phase of the Project estimated to consist of at least _____ Dollars (\$_____) in private investment by the Company. The County acknowledges that the Company retains complete control and discretion over the number of Phases developed as well as the rate, timing, and order of development of the Project, and that nothing herein shall be construed to require the Company to construct or develop any particular Phase, Data Center, structure, building, or facility, or to develop the Incentive Districts in any particular order or according to any particular timeline, except as otherwise provided in the Economic Development Agreement. Except as provided in the Project Plan and the Economic Development Agreement, the amount and availability of Incentives shall be determined in accordance with the terms of such documents.

Article 3: Approval of the Tax Abatement.

Pursuant to Section 865 of the Act, the County and each of the Taxing Entities hereby (i) agree to the Incentives, subject to the terms and conditions of this Agreement; (ii) approve the form of the Resolution, the creation of each Incentive District pursuant to the Project Plan, and all Incentives provided pursuant to the Project Plan ; (iii) waive any defects within or relating to the Project Plan and this Agreement; and (iv) agree to, upon completion of any conditions precedent established in the Project Plan or the Economic Development Agreement, apply the Abatement Percentage to any Ad Valorem Taxes within an Increment District in excess of the Base Value, which the Parties agree is the value attributable to new investment after approval of the Project Plan.

Each of the Taxing Entities and the County represents and warrants that, in accordance with Sections 857 and 865 of the Act, its respective Taxing Entity Approval was made by a majority vote of its governing body, and that no member of the governing body was ineligible under Section 857 of the Act to vote on the Taxing Entity Approval.

Article 4: Incentive District Abatements.

Section 4.01: Incentive District Abatements

In accordance with the Act and the Project Plan, Ad Valorem Taxes attributable to value within each Incentive District in excess of the Base Value shall be subject to a partial abatement determined by the applicable Abatement Percentage. The Abatement Percentage shall be determined on a year-by-year basis based on MW Energized within the applicable Incentive District, in accordance with Section 8.6 of the Project Plan. The valuation of property within each Incentive District for purposes of Ad Valorem Taxation shall be determined by the County Assessor in accordance with applicable Oklahoma law and standard appraisal methodologies. The

Abatement Percentage shall apply to taxes calculated on such assessed value and shall not modify the method of valuation.

The Incentive provided under the Act and this Agreement shall not include Public Service Property, if any, located within an Incentive District, as defined by applicable law. .

Section 4.02: Activation of Incentive Districts.

Each Incentive District may be activated by the County in its discretion following satisfaction of applicable conditions precedent set forth in the Project Plan and the Economic Development Agreement. In accordance with Section 856(B)(2) of the Act, no Incentive District may be activated more than ten years after the date of approval of the Project Plan. Nothing in this Agreement shall be construed to require activation of any Incentive District. The County shall have the right, upon reasonable notice, to review records reasonably necessary to verify MW Energized and payment obligations

Upon or prior to the occurrence of the Activation Date of any Incentive District, the County will, in accordance with the Resolution, confirm the Activation Date, designation, and name of each Incentive District by resolution.

Section 4.03: Application of Abatement

For each tax year following activation of an Incentive District, the applicable Abatement Percentage shall be applied to Ad Valorem Taxes attributable to value in excess of the Base Value for such Incentive District.

Section 4.04: No Fixed Exemption. The Parties acknowledge that the abatement provided herein is not a fixed exemption and shall vary annually based on MW Energized in accordance with the Project Plan.

The Parties acknowledge that the valuation of property within each Incentive District for purposes of Ad Valorem Taxation shall be determined by the County Assessor in accordance with applicable Oklahoma law and standard appraisal methodologies. The Incentive shall apply to the Ad Valorem Taxes calculated on such assessed value and shall not modify or replace the method by which such value is determined.

Article 5: Payments in Lieu of Taxes ("PILOTS") and Community Betterment Payments.

Section 5.01: PILOT Payments. For each Phase, the Company shall make PILOT Payments in any year in which Ad Valorem Taxes Actually Paid are less than the Required Payment applicable to such Phase, pursuant to the Project Plan. No separate activation or election shall be required for the obligation to make PILOT Payments.

Section 5.02: Determination. Required Payments, Ad Valorem Taxes Actually Paid, and any resulting PILOT Payments shall be determined in accordance with the Economic Development Agreement and the Project Plan.

Section 5.03: No Duplication. PILOT Payments are intended solely to ensure satisfaction of the Required Payment and shall not result in the Company paying more than the Required Payment for any Phase in any year.

Section 5.04: Community Betterment Payments. The Company shall make Community Betterment Payments in accordance with Section 12.2 of the Project Plan. The initial Community Betterment Payment for calendar year 2027 shall be due on or before June 1, 2028.

Section 5.05: Payment Dates

PILOT Payments and Community Betterment Payments shall be due on or before June 1 of the year following the applicable tax year, unless otherwise provided in the Economic Development Agreement, delivered to the County and Taxing Entities at their respective notice addresses provided in Section 14 below, unless written payment instructions are otherwise provided to the Company by the Taxing Entities and the County no later 30 days prior to June 1.

Section 5.06. Annual Report. Pursuant to the Act, on or before the ninetieth (90th) day following the end of each fiscal or tax year, the County shall prepare and submit the Annual Reports for each Incentive District to the Oklahoma Department of Commerce and the chief executive officer of each Taxing Entity. For each Incentive District, commencing in the year following the activation of any Incentive District and each tax year thereafter during the Incentive District Term, the Company shall provide to the County by no later than July 31st a report in the form attached hereto as Exhibit K to assist the County with its Annual Reports.

Pursuant to Section 860(F) of the Act, a copy of each Annual Report shall be provided to any member of the public by the Oklahoma Department of Commerce upon request. The County shall also publish a summary of the Annual Report in a newspaper of general circulation in the County of Pittsburg County, as required by Section 867(C) of the Act.

Article 6. Term of Tax Incentive Agreement.

This Agreement shall be effective upon execution by the County and the Company, and shall be effective with respect to each Taxing Entity upon execution by that Taxing Entity, and shall remain in effect for so long as any Phase remains subject to Incentives or payment obligations under the Project Plan or the Economic Development Agreement. The Company reserves the right to terminate this Agreement at any time at its sole discretion; provided, however, that the Company

shall remain liable for any PILOTs and Community Betterment Payments owed for any the remainder of the Term of any Incentive District.

Article 7: Default.

7.01: Default by the Company.

The Company shall be in default of this Agreement only if it breaches an obligation under this Agreement and such breach or failure is not cured within ninety (90) days after the date of written notice by the County or any of the Taxing Entities. If such breach is not susceptible to cure within 90 days, the Company shall not be in default so long as it commences curative action within 90 days and continues to diligently pursue cure thereafter.

Notwithstanding the above, in the event the Company fails to make a PILOT Payment or a Community Betterment Payment on or before any June 1, the overdue amounts will incur interest at an annual rate of six percent (6%) until paid in full. Furthermore, the County and each Taxing Entity reserve the right to file a lien against the Project Site where the Data Center is located until all outstanding PILOT Payments and Community Betterment Payments are paid in full.

7.02: Default by the County or Taxing Entities.

The County or any of the other Taxing Entities shall be in default of this Agreement if it breaches an obligation under this Agreement, and such breach or failure is not cured within ninety (90) days after the date of written demand by the Company or any other Taxing Entity, as applicable. If the breach is not susceptible to cure within 90 days, the County or any other Taxing Entity shall not be in default so long as it commences curative action within 90 days and continues to diligently pursue cure thereafter. Neither the County nor any Taxing Entity shall be permitted to terminate this Agreement or take any action that would decrease the amount or term of the Incentive provided herein and in the Project Plan based on the breach of the County or another Taxing Entity without the consent of the Company.

Article 8: Remedies.

After the passage applicable notice and cure periods as provided herein, the non-defaulting Party shall have the right to terminate this Agreement, and to pursue all remedies available hereunder at law and in equity. The rights and remedies of the Parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. In addition, upon termination of this Agreement, the County shall be entitled to terminate, dissolve, or modify the Incentive Districts.

Article 9: Miscellaneous Provisions

Section 9.01: Force Majeure. For the purpose of any of the provisions of the Agreement, none of the County, the Taxing Entities or the Company, as the case may be, or any successor in interest, shall be considered in breach of, or default in, its obligations under an event of force majeure in the performance of such obligations due to unforeseeable causes beyond a Party's control and without its fault or negligence, including, but not restricted to, acts of God, acts of public enemies, acts of terrorism, acts of the federal government, acts of any of the other persons or entities not Parties to this Agreement, fires, floods, tornadoes, epidemics, pandemics, quarantine restrictions, strikes, industrial disputes, freight, embargoes, and unusually severe weather or delays of contractors or subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Taxing Entities or the County, as the case may be, shall be extended for the period of the force majeure as reasonably determined by the Parties; provided, that a Party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other Parties thereof in writing, and of the cause or causes thereof, and requested an extension for the anticipated period of the forced delay.

Section 9.02: Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. The Company may assign or partially assign this Agreement at its sole discretion, without the express approval of the County or any other Taxing Entity, to a successor, including to any Affiliate. After any assignment, all references to Company herein shall thereafter be a reference to such successor with respect to any rights, entitlements, and obligations occurring or arising after the date of such assignment and within the scope of such assignment.

Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, any successor shall execute and deliver to the County and the Taxing Entities a full or partial assignment in substantially the forms attached hereto as Exhibit L.1 and Exhibit L.2, as applicable, pursuant to which such successor assumes all or a portion of the rights, entitlements, and obligations of the Company under this Agreement as provided therein; provided that the Company may reasonably modify or supplement the form of the Assignments to accurately reflect the rights, entitlements, or obligations being assigned so long as such assignment does not purport to assign any rights, entitlements, or obligations beyond those provided in this Agreement. Upon the receipt by the County and the Taxing Entities of an Assignment, the successor shall have all or a portion of the rights and entitlements, including without limitation, rights to tax exemptions, and obligations as the Company under this Agreement, in the same manner and with like effect as if the successor had been the original Company and a signatory to this Agreement, all as specified in the Assignment.

In the event the Company transfers fee ownership by a total or partial sale of the Project Site, or any portion thereof, to a Third Party Purchaser without a corresponding full or partial assignment of this Agreement to the Third Party Purchaser in accordance with the terms of this Section 11, the County shall be entitled to terminate, dissolve, or modify the Incentive Districts and amend this Agreement.

Section 9.03: Cooperation. The Parties agree to reasonably cooperate with one another and take all actions necessary to effectuate the intent of this Agreement and the Project Plan. The County or a Designated County Trust shall reasonably accommodate requests by the Company for minor amendments as permitted in the Act.

Section 9.04: Estoppel Certificate. Within thirty (30) days after a request from the Company, the County and any other Taxing Entities shall execute and deliver to Company a certificate stating: (i) that this Agreement is in full force and effect, if the same is true; (ii) that Company is not in default under any of the terms, covenants or conditions of the Agreement, or, if Company is in default, specifying same; and (iii) such other matters as Company reasonably requests.

Section 9.05: Notices. Any and all notices required by this Agreement shall be addressed to the following, or other such party or address as either party designates in writing, by certified mail, postage prepaid, or by hand or overnight delivery.

If to the County:

Board of County Commissioners of Pittsburg County, Oklahoma
Attn: Implementation Officer
115 E Carl Albert Pkwy Suite 200
McAlester, OK 74501

If to Kiowa Public Schools:

Board of Education of Kiowa Public Schools
Attn: Board President
406 East 8th Street
Kiowa, OK 74553

If to Kiamichi Technology Center:

Board of Education of Kiamichi Technology Center
Attn: Board President
301 Kiamichi Dr.
McAlester, OK 74501

If to the Pittsburg County Health Department:

Pittsburg County Health Department
Attn: Director
1400 E College Ave
McAlester, OK 74501

Southern Oklahoma Public Library System:

Attn: Director
601 Railway Express
Ardmore, OK 73401

Copy of any Notices to County or Taxing Entities To:

Floyd & Driver, PLLC
118 E. Main St
Norman, Oklahoma 73069

If to the Company:

Emerald ProjectCo

Attn: _____

_____, _____

Email: _____

Section 9.06: Amendments. This Agreement may not be supplemented or modified except in a written agreement properly executed by the Parties. All Exhibits and documents referenced in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement.

Section 9.07: Severability. If any provision of this Agreement is determined to be to any extent invalid, illegal, or unenforceable, it will be deemed stricken from this Agreement. All other provisions of this Agreement will remain in full force and effect. The stricken provision will then be deemed replaced with one that is valid and enforceable and that comes closest to expressing the Parties' original intent.

Section 9.08: Applicable Law. The laws of the State of Oklahoma (excluding its conflict of laws rules that would apply the laws of another jurisdiction) exclusively apply to this Agreement. Any claim arising directly or indirectly from or relating to this Agreement must be filed and maintained exclusively in a court of competent jurisdiction in the state or federal courts located in Oklahoma. The Parties submit to that jurisdiction and venue for all purposes.

Section 9.09: Authority. Each Party represents and warrants to the other that: (1) it has full authority and power to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement is fully empowered to do so; and (3) no consent or authorization is necessary from any third party.

Section 9.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original of this instrument. It shall not be necessary for the signature of

more than one party to appear on any single counterpart. The exchange of executed counterparts of this Agreement or of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement, and such counterparts may be used in lieu of the original for all purposes.

Section 9.11: Entire Agreement This Agreement, including its Exhibits and documents delivered by its terms and incorporated in it, together with the Project Plan and its exhibits and the Economic Development Agreement and its exhibits, , constitute the entire agreement between the Parties pertaining to its subject matter. All prior and contemporaneous written or oral agreements and communications between the Parties are superseded by this Agreement and the Economic Development Agreement.

Section 9.12: Section Headings Section and subsection headings are included herein for the convenience of the Parties and shall not affect the meaning or interpretation of this Agreement.

[Signatures follow on separate pages]

Draft V2 for Discussion Purposes Only

**COUNTY SIGNATURE PAGE FOR LOCAL DEVELOPMENT ACT TAX INCENTIVE
AGREEMENT**

COUNTY

Board of County Commissioners, Pittsburg County

By: _____, District __ Commissioner, Chair

By: _____
_____, District __ Commissioner

By: _____
_____, District __ Commissioner

ATTEST:

(SEAL)

Hope Trammell, Pittsburg County Clerk

Approved as to form this ____ day of _____, 2026.

**COMPANY SIGNATURE PAGE FOR LOCAL DEVELOPMENT ACT TAX INCENTIVE
AGREEMENT**

COMPANY

Emerald ProjectCo,

a Delaware limited liability company

By: _____ Name: _____

Title: _____

Draft V2 for Discussion Purposes Only

KIOWA PUBLIC SCHOOLS SIGNATURE PAGE FOR LOCAL DEVELOPMENT ACT
TAX INCENTIVE AGREEMENT

KIOWA PUBLIC SCHOOLS

Board of Education

By: _____ Name: _____

Title: _____

**KIAMICHI TECHNOLOGY CENTER SIGNATURE PAGE FOR LOCAL
DEVELOPMENT ACT TAX INCENTIVE AGREEMENT**

KIAMICHI TECHNOLOGY CENTER

Board of Education

By: _____ Name: _____

Title: _____

**PITTSBURG COUNTY HEALTH DEPARTMENT SIGNATURE PAGE FOR LOCAL
DEVELOPMENT ACT TAX INCENTIVE AGREEMENT**

PITTSBURG COUNTY HEALTH DEPARTMENT

By: _____ Name: _____

Title: _____

**SOUTHERN OKLAHOMA PUBLIC LIBRARY SYSTEM SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT**

SOUTHERN OKLAHOMA PUBLIC LIBRARY SYSTEM

By: _____ Name: _____

Title: _____

COUNTY ASSESSOR ACKNOWLEDGEMENT FOR LOCAL DEVELOPMENT ACT
TAX INCENTIVE AGREEMENT

Reviewed and Acknowledged:

COUNTY ASSESSOR

By: _____ Name: _____

Title: _____

List of Exhibits

- Exhibit A: Description of the Project Site
- Exhibit B: Copy of Pittsburg County Local Development Act Review Committee Resolution
- Exhibit C: Copy of County Resolution
- Exhibit D: Copy of Kiowa Public Schools Agreement Adoption Resolution
- Exhibit E: Copy of Kiamichi Technology Center Agreement Adoption Resolution
- Exhibit F: Copy of County Agreement Adoption Resolution
- Exhibit G: Copy of Pittsburg County Health Department Agreement Adoption Resolution
- Exhibit H: Copy of Southern Oklahoma Public Library Systems Agreement Adoption Resolution
- Exhibit I: Incentive District Base Value
- Exhibit J: Annual Reporting Form
- Exhibit K.1: Form of Assignment and Assumption Agreement (Project Site Transfer)
- Exhibit K.2: Form of Assignment and Assumption Agreement (Exempt Property)

