

STATE OF TEXAS

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HOPKINS COUNTY

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ROAD USE AGREEMENT BETWEEN HOPKINS COUNTY
AND HARBOR BLOCKTECH

WHEREAS, Harbor Blocktech (hereinafter "Company") intends to develop a bitcoin data mining project, (hereinafter the "Project") at a site located on County Road 4128 located in Precinct No.4; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Hopkins County, Texas road(s) identified as:

1. County Road 4128: .27 miles ASPHALT-OIL SAND MIX
2. County Road 4132: 1.58 miles ASPHALT-OIL SAND MIX
3. County Road 4133: .84 miles ASPHALT-OIL SAND MIX; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

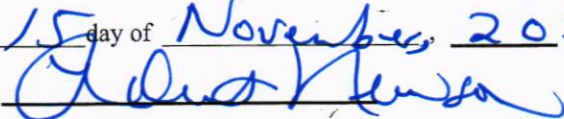
WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Hopkins County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company shall utilize County Road 4128, 4132 and County Road 4133 for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of November 1, 2024 to the completion of the project. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment uses (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. These costs will be per the FEMA rates at the time of repair.
3. Company shall provide County details of preliminary work the Company will perform prior to use of road

4. Company shall provide a surety bond in the sum of \$30,000.00 dollars with the County Treasurer of Hopkins County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Hopkins County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand. Upon completion of the construction of the project, the bond will be released back to the Company.
5. Company agrees to provide 48 hours notice to the County Commissioner for Precinct No. 4 of Hopkins County, Texas before transporting any equipment on County Road 4128, 4132, and County Road 4133 that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 15 day of November, 2024



Hopkins County Judge

Approved by Hopkins County Commissioners Court on the 15 day of
November, 2024

Attest:


Hopkins County Clerk




Authorized Agent for Harbor BlackTeah

THE STATE OF TEXAS,
COUNTY OF HOPKINS

I, James Stegall a notary public, do hereby certify that on this 10 day of October, 2024, personally appeared before me Wei Pang, being by me first duly sworn, declared that he is the CEO of Harbor BlockTech and that he has been duly authorized to execute the foregoing document on behalf of the Company.

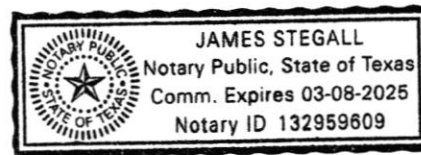
SWORN TO AND SUBSCRIBED before me on this 10 day of October, 2024

[Signature]

Notary Public, State of Texas

Notary's Typed/Printed Name James Stegall

My commission expires 03/08/2025



Bond # PB12409400176

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Eric Fauerbach its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



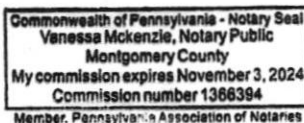
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of October, 20 2024

Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Bond No. PB12409400176

Effective Date: 10-25-2024

LICENSE & PERMIT BOND
(Continuous)

KNOW ALL MEN BY THESE PRESENTS, that we, Harbor BlockTech, LLC, as Principal(s), and, PHILADELPHIA INDEMNITY INSURANCE COMPANY, a Pennsylvania corporation authorized to transact surety business in the State of Pennsylvania, as Surety, are held and firmly bound unto Hopkins County, as Obligee, in the penal sum of Thirty Thousand (\$ 30,000.00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has been granted a license or permit for:
Oversize or Overweight Permit

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void, otherwise to remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days notice in writing of its intention to cancel to the Obligee and the Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice.

Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid. The Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all the claims exceed the amount set forth above. Any Revision of the bond amount shall not be cumulative.

Signed, sealed and dated this 25 day of October, 20 24.

BY [Signature]
Harbor BlockTech, LLC Principal

PHILADELPHIA INDEMNITY INSURANCE COMPANY

BY [Signature]
Eric Fauerbach Attorney-in-Fact

