

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is entered into on September 21, 2023 ("Effective Date"), set forth below by the Frederick County Department of Economic Development ("Recipient"), for the benefit of the company set forth below, its parent company, subsidiaries, and affiliates (the "Company").

RECITALS

WHEREAS, Company is involved in a confidential initiative with the Project or Code Name set forth below (the "Project"), which Project may involve the potential location of an economic development project in Frederick County, Maryland;

WHEREAS, in connection with the Project, the Company may provide Recipient with confidential, non-public information for use by Recipient and its agents, employees and representatives (collectively, "Representatives") in connection with discussions with the Company;

WHEREAS, the parties desire to establish terms governing the disclosures of Confidential Information (as defined below) that will be made by the Company to Recipient.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Recipient agrees as follows:

1. "Confidential Information" means any information about the Company of a non-public nature which is or has been provided by or on behalf of the Company to the Recipient, including, but not limited to, tangible, intangible, oral, visual, electronic, present, and/or future information, however and whenever acquired, including, but not limited to, by post, fax, e-mail, by text message (SMS) and/or by visual inspection during any tours of the Company's facilities or premises. Confidential Information includes, without limitation: (a) trade secrets (whether subject to or protected by copyright, patent, or trademark (registered or unregistered)); (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; and (d) business information, including operations, planning, marketing interests, and products, and (collectively, "Confidential Information").

Recipient further acknowledges and agrees that (a) the term "Confidential Information" as used herein also includes: (i) the fact that the Confidential Information has been made available to Recipient; (ii) the fact that Recipient is discussing the Project with the Company; and (iii) any of the proposed terms, conditions or other facts with respect to the Project or other related transactions, including the status thereof; and (b) any Confidential Information supplied by the Company prior to the execution of this Agreement shall be subject to the same treatment as the Confidential Information made available after the execution of this Agreement.

Notwithstanding the foregoing, the obligations of Recipient with respect to the Confidential Information under this Agreement shall not apply to any Confidential Information which Recipient can show (a) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by Recipient); (b) is received by Recipient on a non-confidential basis from a source other than the Company (provided that such source is not bound by a confidentiality agreement with the Company or another party); or (c) is required to be disclosed by law, including but not limited to a request received pursuant to the Title 4, Public Information Act, of the Annotated Code of Maryland, General Provisions (the "MPIA"). In the case of (c) in the immediately preceding sentence, Recipient may disclose any Confidential Information to the extent it does not qualify as exempt under Section 4-335 of the MPIA; provided, however, that, promptly following receipt of a request under the MPIA and prior to making such disclosure, Recipient has notified the Company of such request so that the Company may take action to safeguard its interests, and Recipient shall cooperate with the Company in seeking to preserve the confidentiality of the Confidential Information.

2. Recipient and its Representatives shall (a) hold the Confidential Information in strict confidence; (b) take any and all steps which may be necessary and reasonable to protect the Confidential Information; (c) use the Confidential Information only in connection with the Project; (d) reproduce the Confidential Information only to the extent necessary in connection with the Project; and (e) restrict disclosure of the Confidential Information only to Representatives who have a need to know the Confidential Information in connection with the Project.

3. Each Representative of the Recipient shall (a) be advised as to the confidential and proprietary nature of the Confidential Information and (b) be required to comply with the provisions of this Agreement. A

Recipient will be liable as primary obligor for any breaches of this Agreement notwithstanding that such breaches were committed by a Representative (with or without Recipient's knowledge). Further, if requested by the Company, Recipient shall maintain a list of all Representatives to whom Confidential Information is disclosed on Attachment "A" hereto and shall require each Representative to execute an Acknowledgement in the form of Attachment "B" hereto.

4. This Agreement will expire three (3) years from the Effective Date. All confidentiality and use obligations contained herein will apply to Confidential Information disclosed hereunder for one (1) year following the expiration of this Agreement. The Recipient, upon Company's written request, will promptly return all Confidential Information received from the Company, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed, provided, however, that Recipient may retain such copies as necessary to comply with its record retention program implemented in accordance with the Records Management provisions of Article 10, Governmental Procedures, of the Annotated Code of Maryland, State Government. That portion of the Confidential Information which has been incorporated into analyses, compilations, comparisons, studies or other documents prepared by Recipient or its Representatives shall be held by Recipient and kept confidential as provided in this Agreement and shall not be used for any reason other than in connection with the Project or shall be destroyed.

5. Except as required by law, Recipient shall not issue any press release or otherwise make any public announcement or statement with respect to the transactions contemplated in connection with the Project without the prior written consent of the Company.

6. The disclosure of Confidential Information shall not be construed to grant to Recipient any license, ownership or other proprietary interest in the Confidential Information. Recipient agrees that it does not acquire any title, ownership, or other intellectual property right or license in or to the Confidential Information by virtue of such disclosure, and all Confidential Information (including tangible copies and computerized or electronic versions and summaries thereof) shall remain the property of the Company.

7. Recipient agrees that its obligations hereunder are necessary and reasonable to protect the Company and expressly agrees that monetary damages might be inadequate to compensate the Company for any breach of any covenant or agreement set forth herein. The Company agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the Company and that, if deemed appropriate by the court presiding over the matter, the Company (in addition to any other rights and remedies that may be available at law or in equity) may be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach.

8. This Agreement shall be governed and interpreted under the laws of the State of Maryland, without regard to its choice of law provisions.

9. The Recipient shall not assign this Agreement without the prior written approval of the Company.

10. This Agreement constitutes the entire understanding between the parties hereto as to Confidential Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

11. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Name of Company: Rowan Green Data LLC

By: Morgan O'Neill

Name: Morgan O'Neill

Title: AGC & Secretary

Name of Project or Code Name: Project Bauxite

Recipient: Frederick County Office of Economic Development

By: Lara L. Fritts

Name: LARA L. FRITTS

Its: DIVISION DIRECTOR

ATTACHMENT "A"

List of Representatives

1.Frederick County Planning & Permitting	2.Frederick County Public Works
3.Frederick County Water & Sewer Utilities	4.Frederick County Energy & Environment
5.Frederick County Fire & Rescue Svcs.	6.Frederick County Sheriff's Office
7.Frederick County Solid Waste	8.Frederick County Emergency Mgmt.
9. Frederick County Executive's Office	10. Frederick County Health Department
11.	12.
13.	14.
15.	16.
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25.	26.
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29.	30.
31.	32.
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35.	36.
37.	38.
39.	40.

ATTACHMENT "B"

I, Amanda Whitmore have read and understand the attached Non-Disclosure Agreement (the "Agreement") and agree to not to disclose any Confidential Information except as permitted in the Agreement.

Name of Representative:

Amanda Whitmore

(Print)

Signature:

Amanda Whitmore

Date:

2/7/24

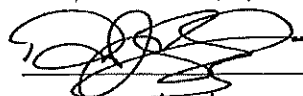
ATTACHMENT "B"

I, DENIS JS SUPERCZYNSKI, have read and understand the attached Non-Disclosure Agreement (the "Agreement") and agree to not to disclose any Confidential Information except as permitted in the Agreement.

Name of Representative:

Denis J S Superczynski
(Print)

Signature:



Date:

2/6/2024

ATTACHMENT "B"

I, Matthew J. Rowley, have read and understand the attached Non-Disclosure Agreement (the "Agreement") and agree to not to disclose any Confidential Information except as permitted in the Agreement.

Name of Representative:

Matthew J. Rowley
(Print)

Signature:

Matthew J. Rowley

Date:

11/21/23

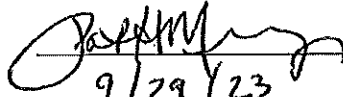
ATTACHMENT "B"

I, PATRICK MURRAY have read and understand the attached Non-Disclosure Agreement (the "Agreement") and agree to not to disclose any Confidential Information except as permitted in the Agreement.

Name of Representative:

PATRICK H. MURRAY
(Print)

Signature:



Date:

9/29/23

ATTACHMENT "B"

I, Rodney G. Winebrenner, have read and understand the attached Non-Disclosure Agreement (the "Agreement") and agree to not to disclose any Confidential Information except as permitted in the Agreement.

Name of Representative:

Rodney G. Winebrenner
(Print)

Signature:

[Handwritten Signature]

Date:

10/2/2023

ATTACHMENT "B"

I, THOMAS E. Coe, have read and understand the attached Non-Disclosure Agreement (the "Agreement") and agree to not to disclose any Confidential Information except as permitted in the Agreement.

Name of Representative:

THOMAS E. Coe

(Print)

Signature:

Thomas E. Coe

Date:

9/29/2023

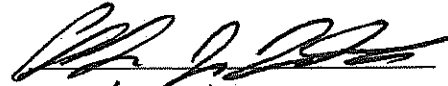
ATTACHMENT "B"

I, C. BEAU LOCKARD, have read and understand the attached Non-Disclosure Agreement (the "Agreement") and agree to not to disclose any Confidential Information except as permitted in the Agreement.

Name of Representative:

CHRISTOPHER BEAU LOCKARD
(Print)

Signature:



Date:

02/07/2024