



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Thursday, May 8, 2025 @ 5:30 PM

The public is invited to attend these meetings in person

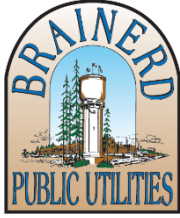
Meetings are broadcast on CTC ch 8, Charter ch 181, YouTube, AppleTV, Roku, and Amazon FireTV

1. **Call To Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval Of Agenda - Voice Vote**
5. **New Business**
 - A. **Discuss Blockmetrix Purchased Power Agreement Extension**
6. **Adjourn**

Visit the City's Website at www.ci.brainerd.mn.us

MISSION

"Provide high quality, cost effective public services and leadership in creating a sustainable city"



City Council Agenda Request

MEETING DATE: May 8, 2025

TITLE OF ITEM: Discuss Blockmetrix Purchased Power Agreement Extension

ACTION REQUESTED: Approve/Deny Motion

ESTIMATED TIME (MIN): 15

SUBMITTED BY: Danny Loch, Finance Manager, **PRESENTER:** Danny Loch, Finance Manager, James Kramvik, Community Development Director James Kramvik, Community Development Director

SUMMARY OF ISSUE:

Staff received the attached 6-month extension request from Blockmetrix. In addition, Blockmetrix has provided their plan sets in the attached documents for your consideration. Blockmetrix has been working with the Community Development Department on the final construction documents prior to purchasing the property and entering into a development agreement with the EDA. Staff have attached a letter to Hy-Tec Construction approving the foundation phase of the data center project with contingencies. Blockmetrix is currently working through issues with the mechanical plans, and thus the reason for a phased approval.

The Public Utilities Commission considered the request at their April 29th meeting and directed staff to set up a joint meeting with the BPU Commission, EDA Board, and City Council. The Commission would like to hear from the City Council and the EDA prior to consideration of a power agreement extension.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Staff will provide a memo stating the timeline of events and a recommendation from staff prior to the joint meeting.

RECOMMENDED ACTION/MOTION:

Discuss the attached 6-month extension request from Blockmetrix.

FINANCIAL IMPACT:



1910 Pacific Avenue
Suite 2000 #1002
Dallas, TX 75201

April 23, 2025

Subject: Request for 6-Month Project Extension Due to Tariff and Supply Chain Impacts

Dear BPU,

We are writing to respectfully request a six-month extension on our current development timeline due to significant delays caused by global trade disruptions and evolving U.S. tariff policy.

Tariffs Have Dramatically Increased Fixed Costs

Recent tariff expansions on Chinese goods have effectively doubled the fixed costs of critical infrastructure components for our project—specifically computing hardware, transformers, and related equipment. According to the Financial Times (April 2025), major U.S. manufacturers like RTX Corp. are projecting up to \$850 million in annual pre-tax losses from continued tariffs, while companies such as GE Aerospace are raising prices just to offset cost increases—costs that directly mirror what we’re experiencing in our supply chain.

Source: Financial Times – “US manufacturers brace for heavy hit from prolonged tariffs.”

Supply Chain Has Stalled Amid Global Uncertainty

Although there was a temporary 90-day pause on tariff escalation, that window only added further uncertainty, as suppliers are now shipping only minimal inventory while awaiting clarity on future trade policy. A recent FreightWaves article described how entire cargo lanes are stalling, with shipments stranded and movement slowing as companies delay imports amid the uncertainty.

Source: FreightWaves – “Trade war halts ships, strands containers.”

This has led to first-come, first-served prioritization among vendors and OEMs, causing longer lead times and a growing backlog that affects every downstream recipient—including our project.

Investor Implications and Progress to Date

We are also requesting this extension in good faith on behalf of our investors, who are committed to the project based on its original cost and timeline assumptions. If tariffs

continue at current levels, the project will likely require additional capital, and this extension will allow us the necessary time to re-evaluate financing options.

It's important to emphasize that we have made substantial progress:

1. Permitting is well underway, with Civil permits approved
2. Design and engineering are substantially complete
3. The site is prepared for construction

However, the compounding effects of global trade delays and tariff-driven inflation are not of our own making and pose serious timing challenges.

Analogy to Housing Backlogs During COVID

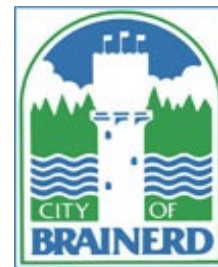
This situation parallels the COVID-era housing market: a near halt in new home starts led to a massive supply-demand imbalance, driving home prices higher despite rising interest rates. We anticipate a similar post-disruption demand surge that will further delay fulfillment and drive cost escalations—especially for hard-to-source energy infrastructure.

For these reasons, we respectfully request a six-month extension to our current agreement. This additional time will allow us to navigate the complex economic landscape, secure necessary hardware without compromising pricing or quality, and continue to fulfill our obligations responsibly to Brainerd Public Utility and our stakeholders. While we anticipate being operational well before this date, I wanted to secure sufficient runway without the need for another extension.

Please let us know if further information or supporting documentation is required. We remain fully committed to the success of this project and to our partnership with the city of Brainerd.



Clark Swanson
CEO | Blockmetrix LLC
clark@blockmetrix.com



April 4th, 2025

Hy-Tec Construction
11360 Business 371
PO Box 621
Brainerd, MN 56401

RE: 1911 Thiesse Dr, Brainerd, MN 56401
PID Number: 41060509

Dear Mr. Feierabend,

The building permit application for the foundation phase of the data center project located at 1911 Thiesse Drive has been approved by the Community Development Department. Prior to the issuance of the permit the following conditions must be met:

- 1) Payment of the phased permit fee - \$3,898.39
- 2) Proof of title transfer to Blockmetrix or subsidiary
- 3) Executed EDA Development Agreement
- 4) Executed Power Agreement
- 5) A completed and signed "Special Inspection and Testing Schedule" form.

This building permit is for the footings and foundation walls only and DOES NOT include any utility service work that requires a separate plumbing permit (water, storm drainage, or sanitary drainage). Please contact the Community Development Department at 218-828-2307 if you have any further questions.

Respectfully,

James L. Kramvik
Community Development Director

BLOCKMETRIX DATA CENTER

BRAINERD, MN

ABBREVIATIONS

ACT.	ACOUSTICAL CEILING TILE	INT.	INTERIOR	TYP.	TYPICAL
ALUM.	ALUMINUM	LAM.	LAMINATED	U.L.	UPPER LEVEL
BRG.	BEARING	L.H.	LEFT HAND	U.N.O.	UNLESS NOTED OTHERWISE
B.O.	BOTTOM OF	L.L.	LOWER LEVEL	V.B.	VINYL BASE
C.J.	CONTROL JOINT	MAX.	MAXIMUM	V.C.T.	VINYL COATED TILE
CLG.	CEILING	MIN.	MINIMUM	V.G.P.	VINYL COATED GYPSUM
C	CENTER LINE	MTL.	METAL	W/	WITH
C.M.U.	CONCRETE MASONRY UNIT	M.L.P.	METAL LINER PANELS	WD.	WOOD
CONC.	CONCRETE	M.L.	MAIN LEVEL	WDW	WINDOW
CPT.	CARPET	N.I.C.	NOT IN CONTRACT		
C.T.	CERAMIC TILE	O.C.	ON CENTER		
C.S.	CULTURED STONE	O.H.	OVERHEAD		
DN.	DOWN	OPT.	OPTION		
D.W.	DISH WASHER	OP.HD.	OPPOSITE HAND		
DWG	DRAWING	QTY.	QUANTITY		
ELEC.	ELECTRIC	RCP.	REFLECTED CEILING PLAN		
EXIST.	EXISTING	R.H.	RIGHT HAND		
EXT.	EXTERIOR	S.C.	SEALED CONCRETE		
F.D.	FLOOR DRAIN	SIM.	SIMILAR		
F.R.P.	SANITARY WALL PANELS	T&G	TONGUE AND GROOVE		
F.V.	FIELD VERIFY	T.O.	TOP OF		
GYP.BD.	GYPSUM BOARD	TSM.	TRANSOM		
H.M.	HOLLOW METAL	TV	TELEVISION		
INSUL.	INSULATION				

VICINITY MAP



PROJECT LOCATION

PROJECT INFO

DESIGN/ BUILD:

HY-TEC CONSTRUCTION, INC
11360 BUSINESS 371
BRAINERD, MN 56401
PH. 218-829-8529
FAX. 218-829-5383

ARCHITECT:

STAN WEISER
2000 SLEEPY HOLLOW RD.
FORT RIPLEY, MN
27060 FLOSSMOOR DR
BONITA SPRINGS, FL 34135
218-251-7785

DESIGN CONTACT: ANDY WALETZKO

CONSTRUCTION CONTACT: JEFF HANSON

CIVIL:

KRAMER LEAS DELEO
1120 INDUSTRIAL PARK ROAD SW
BRAINERD, MN 56401

CIVIL CONTACT: TONY POHL, PE

STRUCTURAL:

WIDSETH
610 FILLMORE STREET
ALEXANDRIA, MN 56308

STRUCTURAL CONTACT: DEREK NAVRATIL, PE

MECHANICAL:

THE DESIGN GROUP INC.
331 6TH AVE. SW
CHISHOLM, MN 55719

MECHANICAL CONTACT: OTTO MAKI, PE

PLUMBING:

THE DESIGN GROUP INC.
331 6TH AVE. SW
CHISHOLM, MN 55719

MECHANICAL CONTACT: OTTO MAKI, PE

ELECTRICAL:

THE DESIGN GROUP INC.
331 6TH AVE. SW
CHISHOLM, MN 55719

MECHANICAL CONTACT: OTTO MAKI, PE

GENERAL NOTES

1. ALL WORK WILL BE IN COMPLIANCE WITH STATE & LOCAL CODES FOR RESPECTIVE TRADES.
2. DO NOT SCALE THE DRAWING.
3. CONTRACTOR TO VERIFY ALL DIMENSIONS.
4. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS.
5. CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING LOCATIONS OF EXISTING UTILITIES & EASEMENTS.
6. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING FINISH FLOOR HEIGHT ON THE SITE & INSURING DRAINAGE AWAY FROM THE BUILDING.
7. CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL BEARING CONDITIONS.
8. FIRE BLOCK ALL WALLS OVER 10'-0" IN HEIGHT @ MAX. 10'-0" ABOVE FINISH FLOOR.

CODE REVIEW

Project: Blockmetrix Data
Location: Brainerd, MN

Applicable Codes:
2020 Minnesota Building Code
2020 Minnesota Accessibility Code
2024 Minnesota Energy Code
2020 Minnesota State Fire Code
2020 Minnesota Mechanical Code
2020 Minnesota Electrical Code
NFPA 70 2020

Code Review:
Building Occupancy Mixed Non-Separated, B-Business/S2 – Storage
Construction Type IV unprotected, fully sprinklered
One Story, Slab on Grade

Allowable Height = 40'-0"
Actual Height = 35'-0"

Allowable Area = B-36,000 SF, S2-54,000 SF
Actual Area = 25,345 (B= 3,101 SF, S2=22,244 SF)

Fire Walls – None Required – nonseparated use
Section 509 – none required as building is fully sprinklered

Fire Sprinkler – Fully Sprinklered
Fire Alarm – 907.2.22 requires fire alarm in Data Center
Fire extinguishers – 2A-10BC max 100' travel distance

Exits Required = 4 Provided = 5
Max exit distance allowed = 200'-0",

Occupants:
S2 – 22,244/300 = 75

B-Conference= 300/15 = 20
Storage = 1344/300 = 5
Bathrooms / Hallway = 800= n.a.
Remaining = 657/150 = 5
Total B occ = 30

REVISIONS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota
Stanley H. Weiser LIC. NO. 40203
3.19.25
STANLEY H. WEISER

11360 BUSINESS 371
BRAINERD MN 56401
PHONE 218-829-8529
FAX 218-829-5383
hytecconstruction.com
lic #BC-20050646



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BRAINERD, MN
TITLE SHEET

DATE:

2.17.25

SHEET:

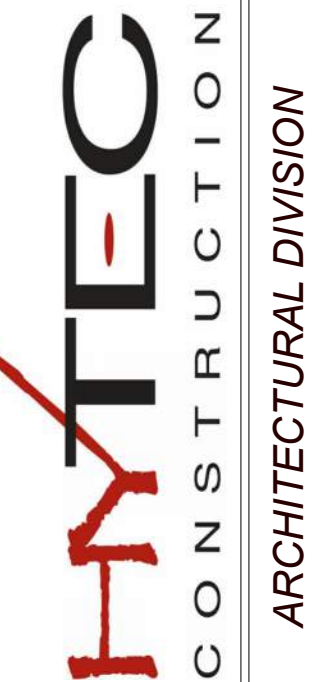
T1.1

CONSTRUCTION SET

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 Stanley H. Weiser, L.C. NO. 40203
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 CODE ANALYSIS

PROJECT #

DATE:
2.17.25

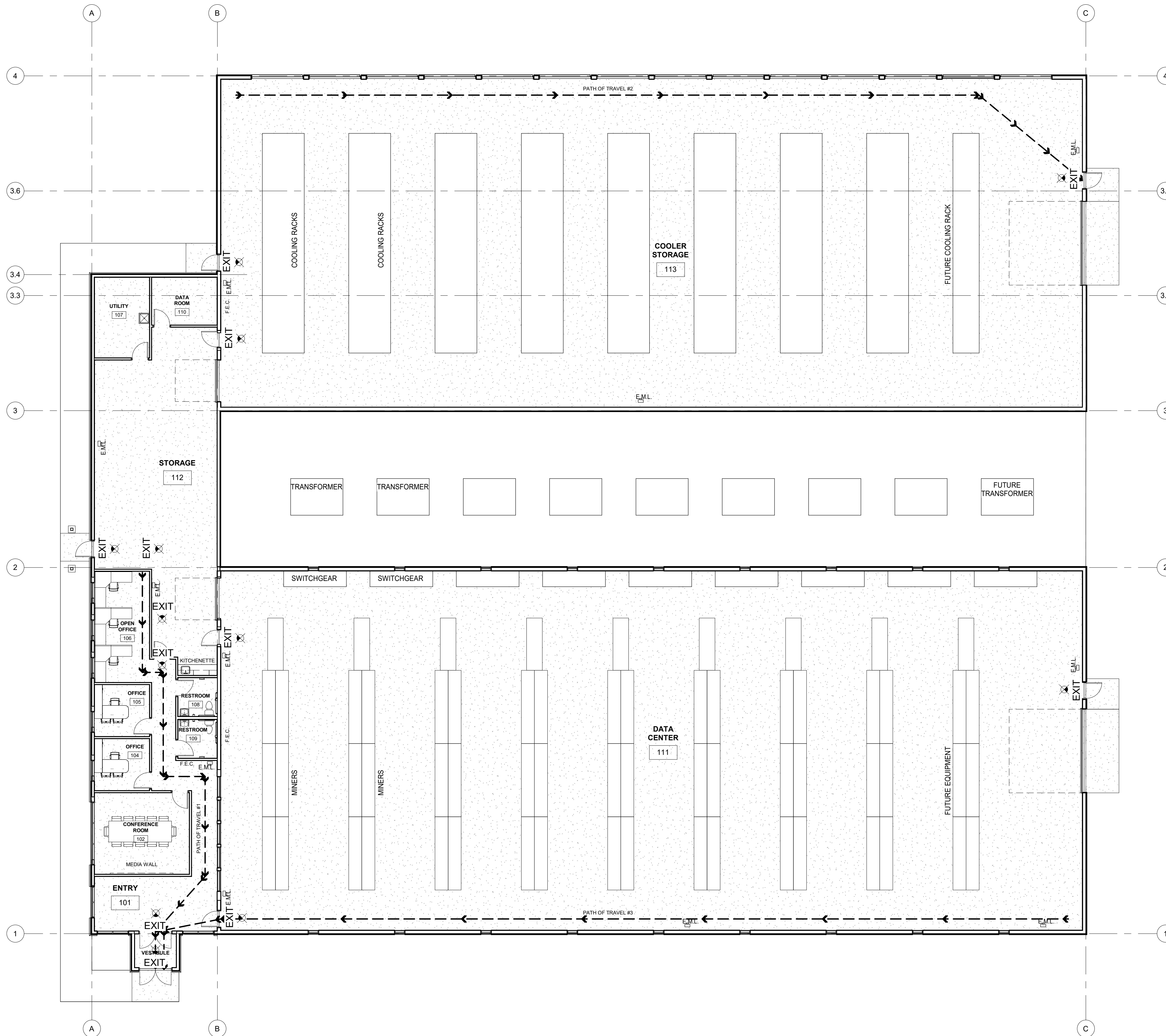
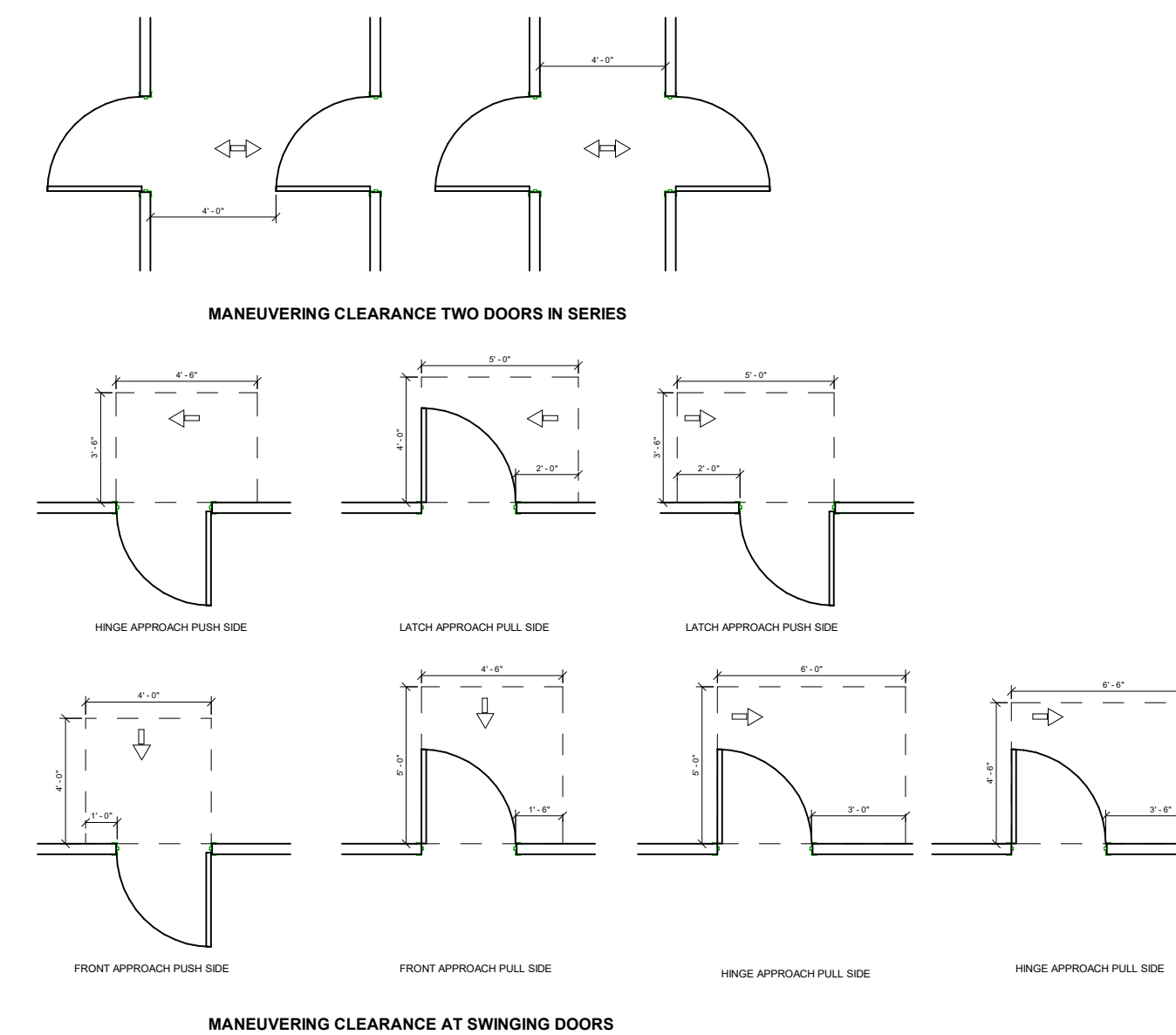
SHEET:

T1.2

PATH OF TRAVEL	
MARK	TOTAL LENGTH
1	91' - 4 9/32"
2	167' - 7 9/16"
3	180' - 6 5/8"

LIFE SAFETY PLAN LEGEND

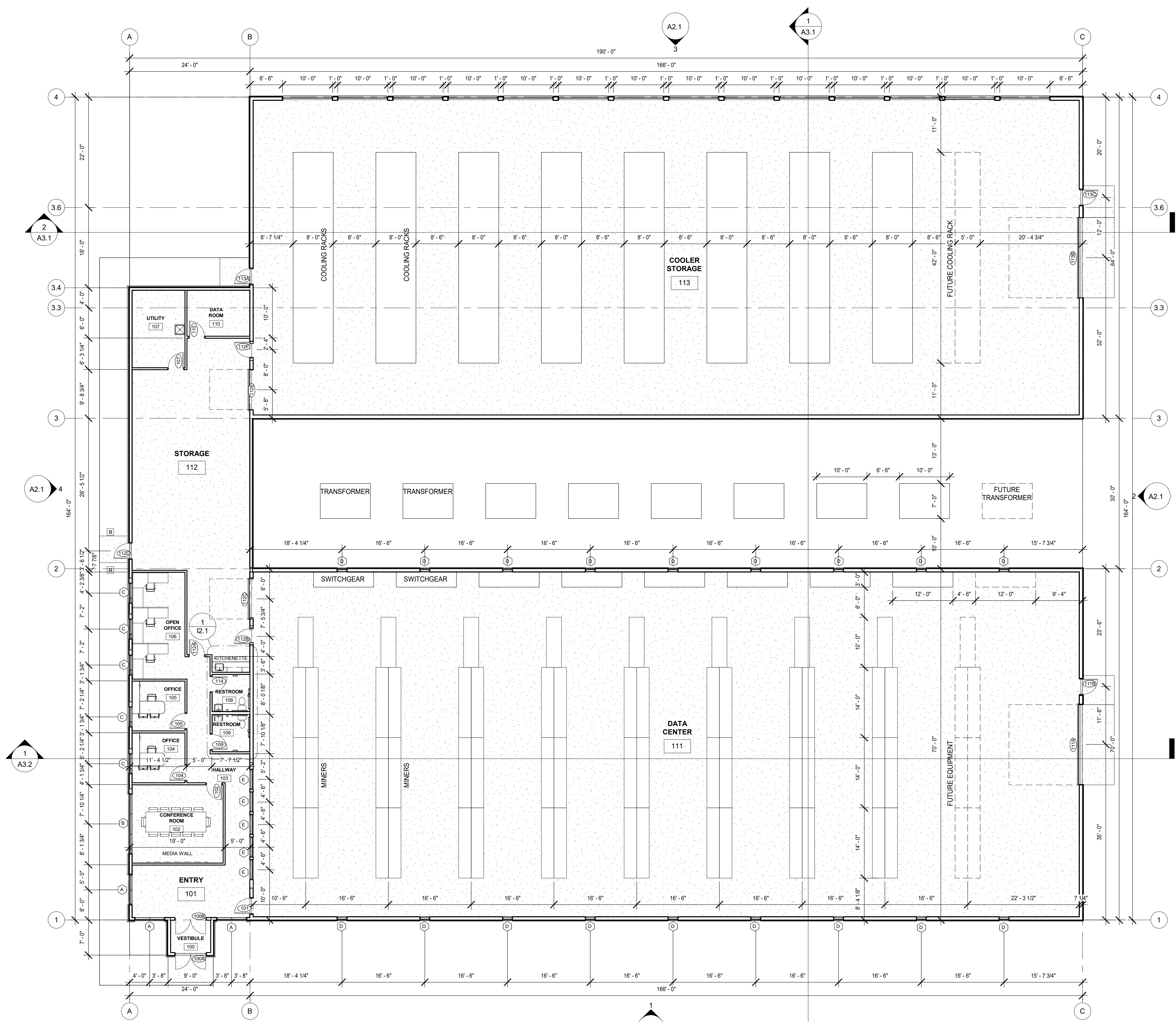
- E.M.L. EMERGENCY LIGHT
- F.E.C. FIRE EXTINGUISHER CABINET
- EXIT EXIT SIGN



1 MAIN LEVEL LIFE SAFETY PLAN
 T1.2 3/32" = 1'-0"


CONSTRUCTION SET

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1 MAIN LEVEL FLOOR PLAN
A1.1 3/32" = 1'-0"

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BLOCKMETRIX DATA CENTER
 MAIN FLOOR PLAN

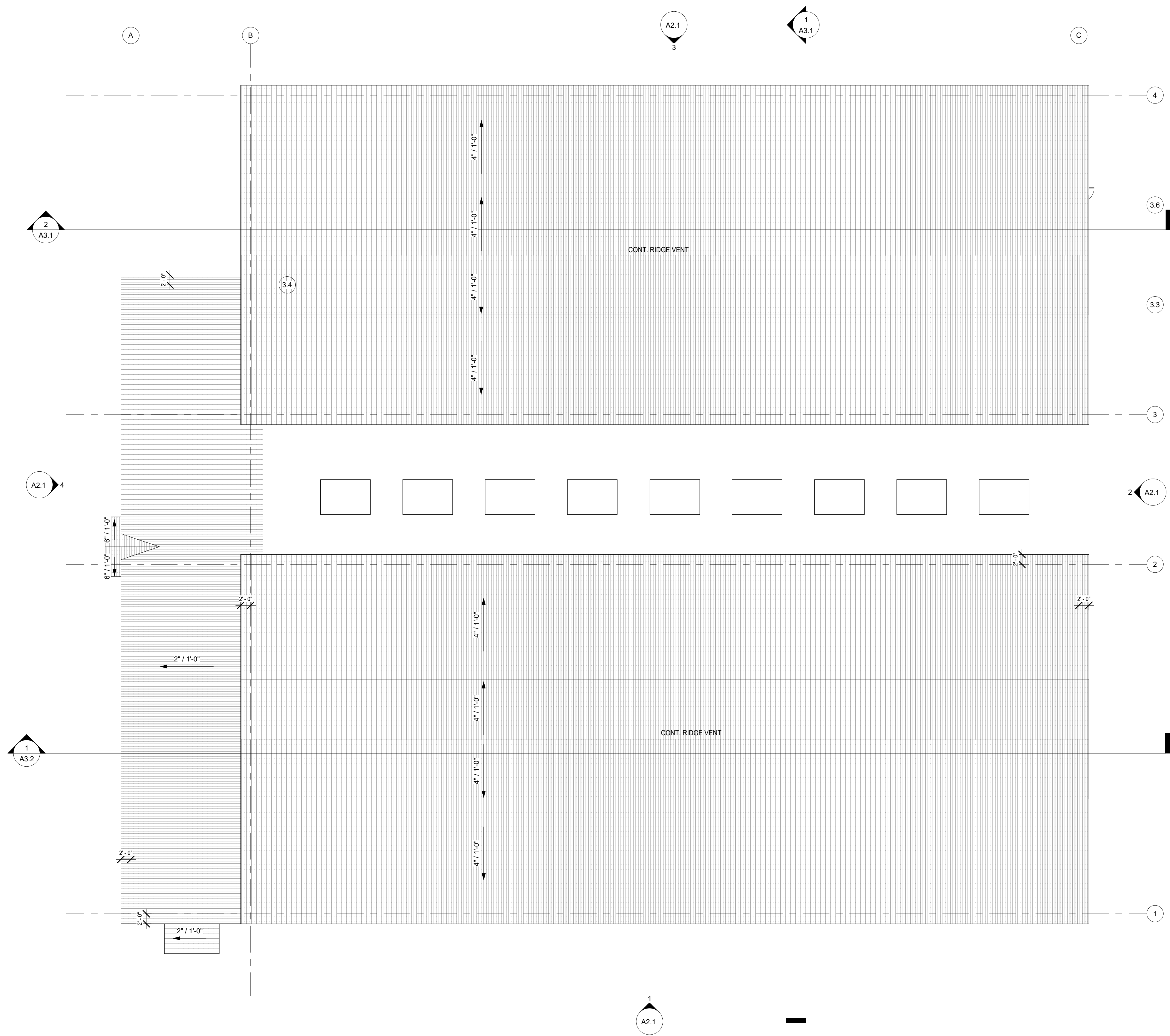
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DATE:
2.17.25

SHEET:

CONSTRUCTION SET A1.1

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1 ROOF PLAN
A1.2 3/32" = 1'-0"

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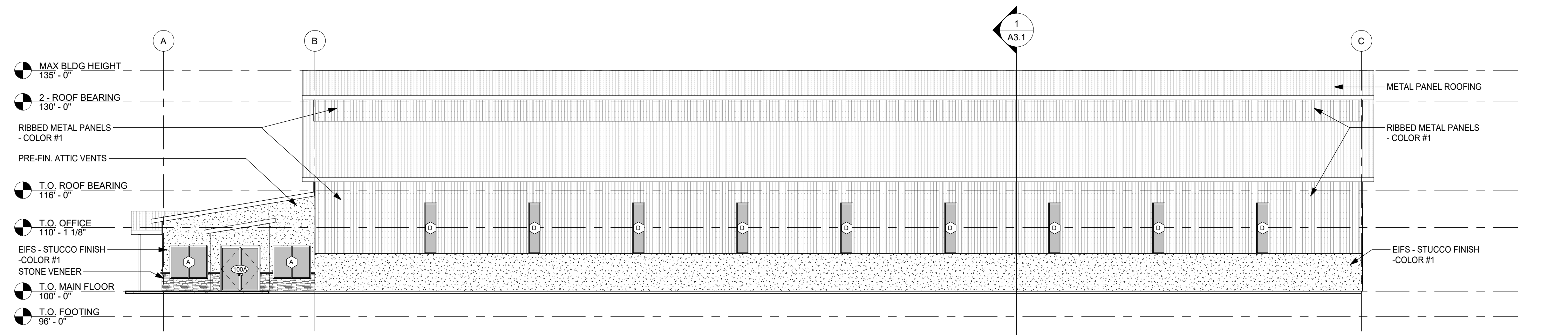
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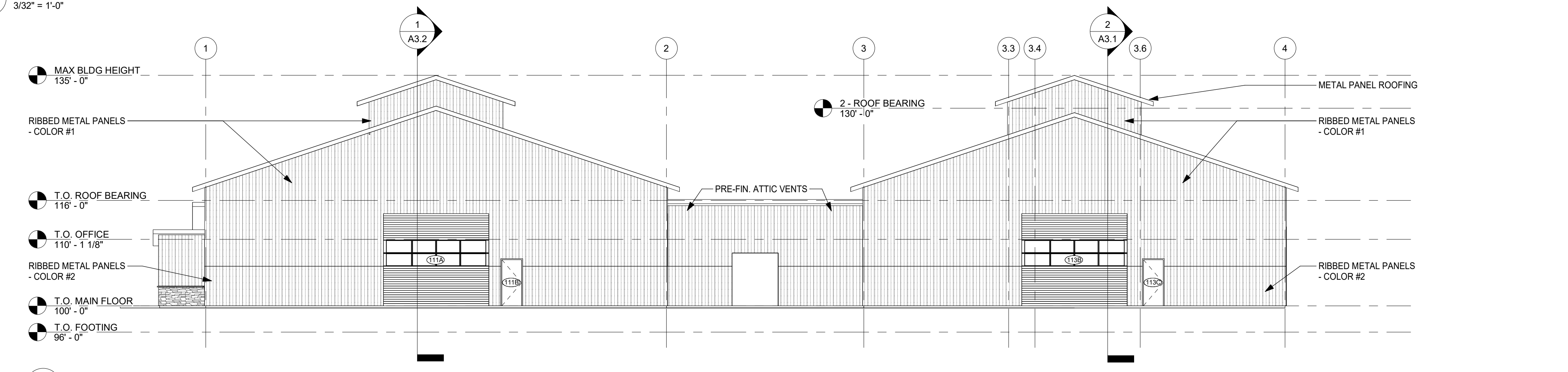
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 ROOF PLAN

PROJECT #
 DATE: 2.17.25
 SHEET:

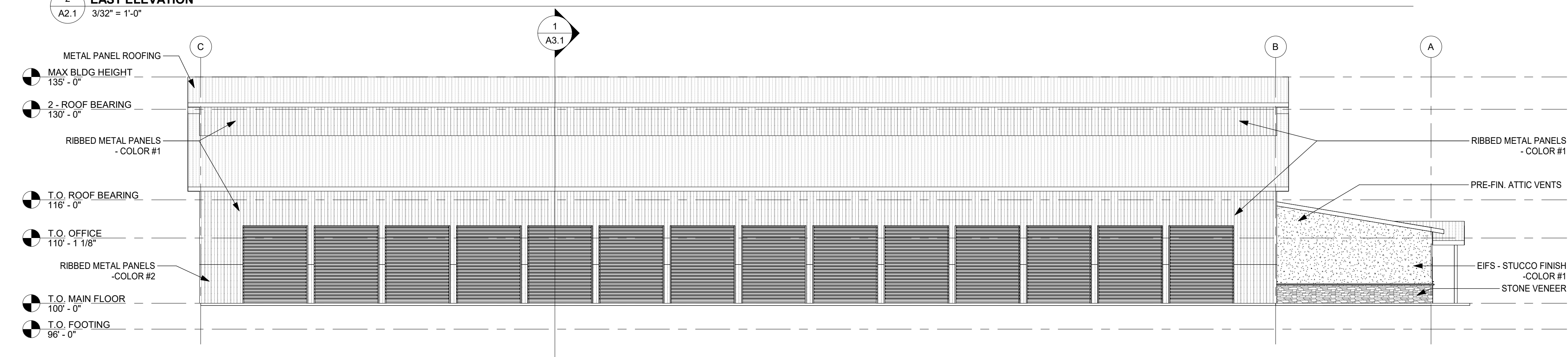
CONSTRUCTION SET A1.2



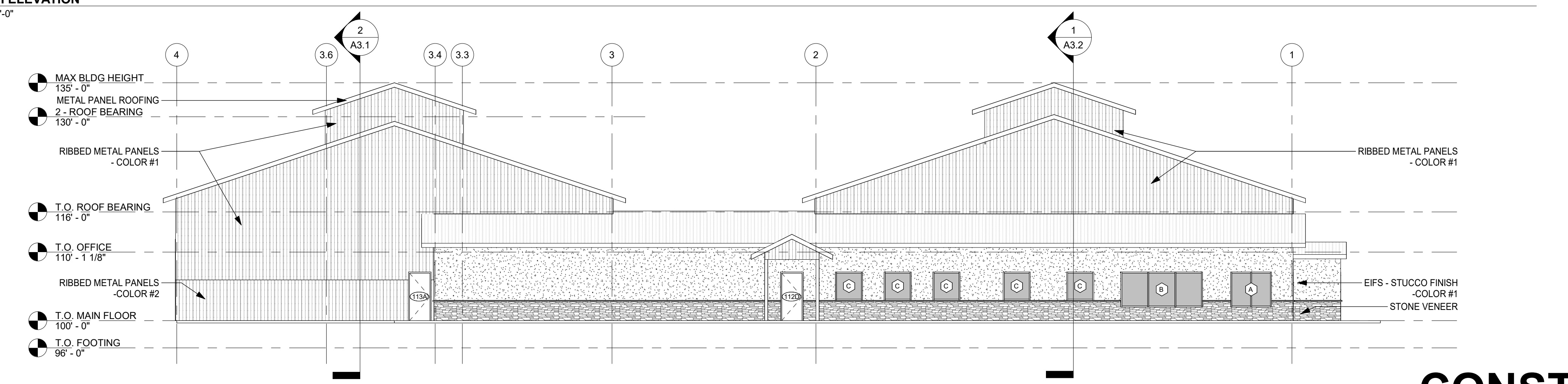
1 SOUTH ELEVATION
A2.1 3/32" = 1'-0"



2 EAST ELEVATION
A2.1 3/32" = 1'-0"



3 NORTH ELEVATION
A2.1 3/32" = 1'-0"




4 WEST ELEVATION
A2.1 3/32" = 1'-0"

CONSTRUCTION SET
A2.1

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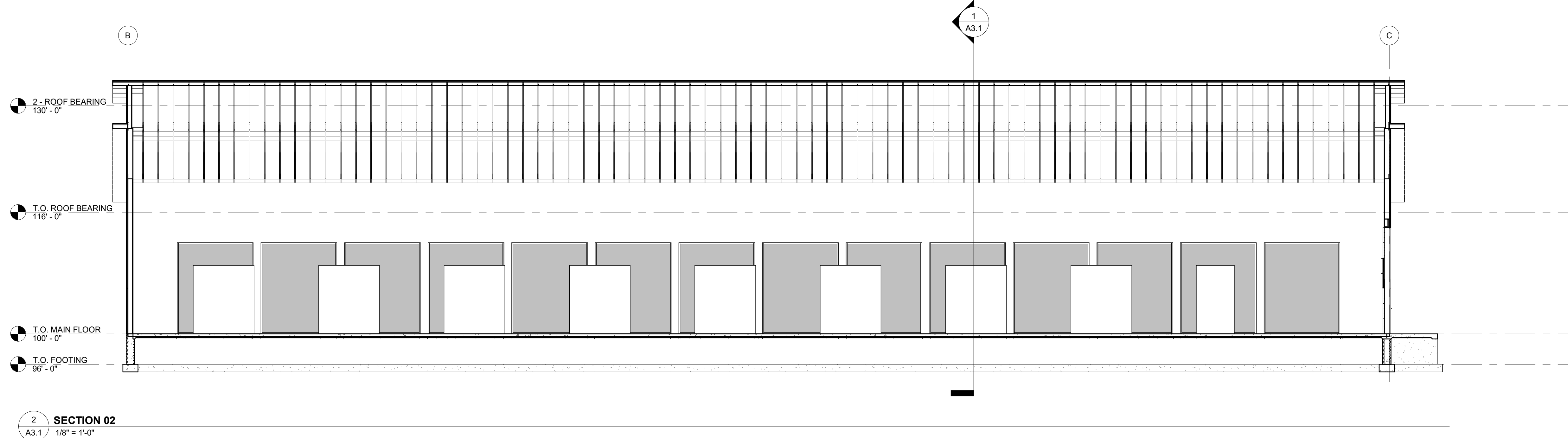
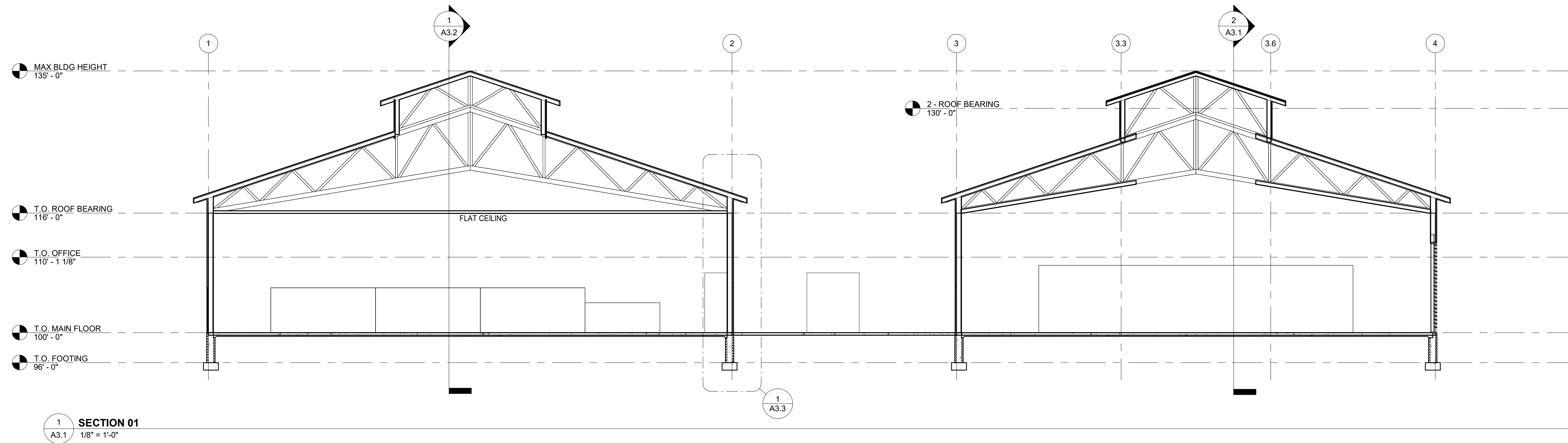


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 EXTERIOR ELEVATIONS

PROJECT #

DATE:
2.17.25

SHEET:



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 SECTIONS

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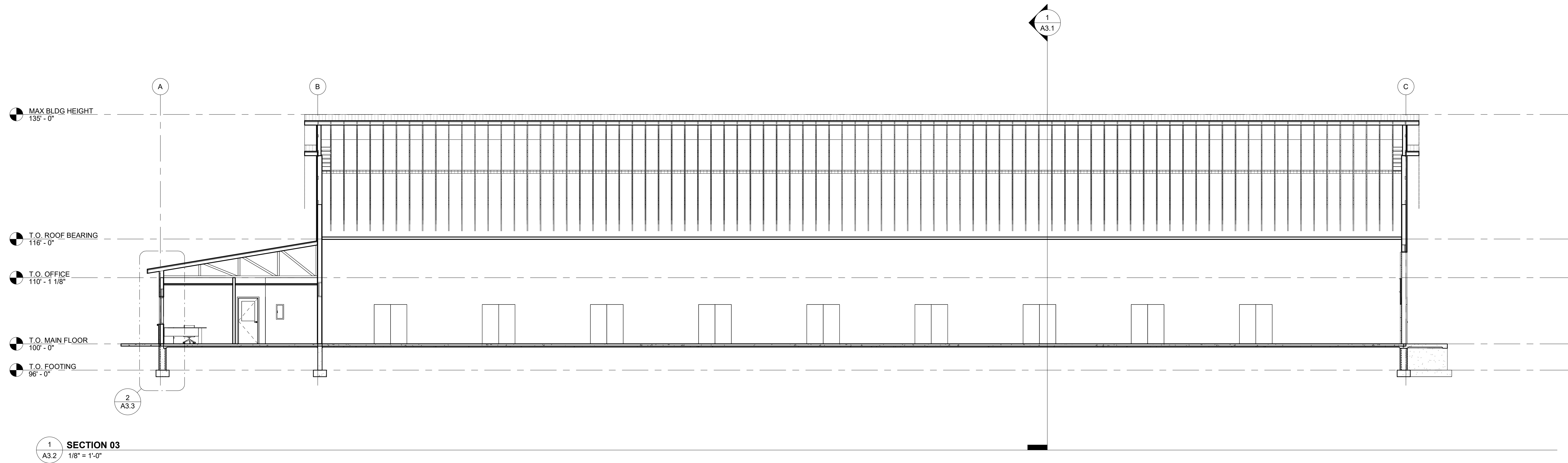
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A3.1

CONSTRUCTION SET A3.1

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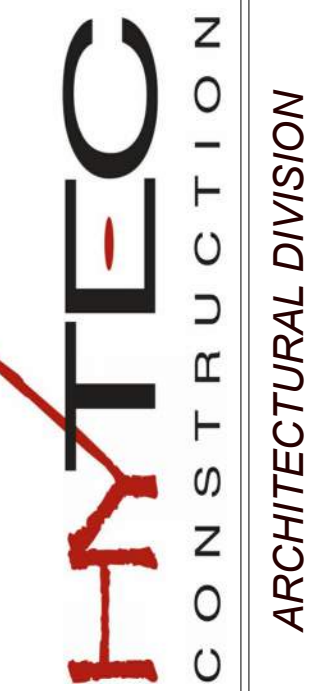


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SECTIONS

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CONSTRUCTION SET A3.2

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 STANLEY H. WEISER

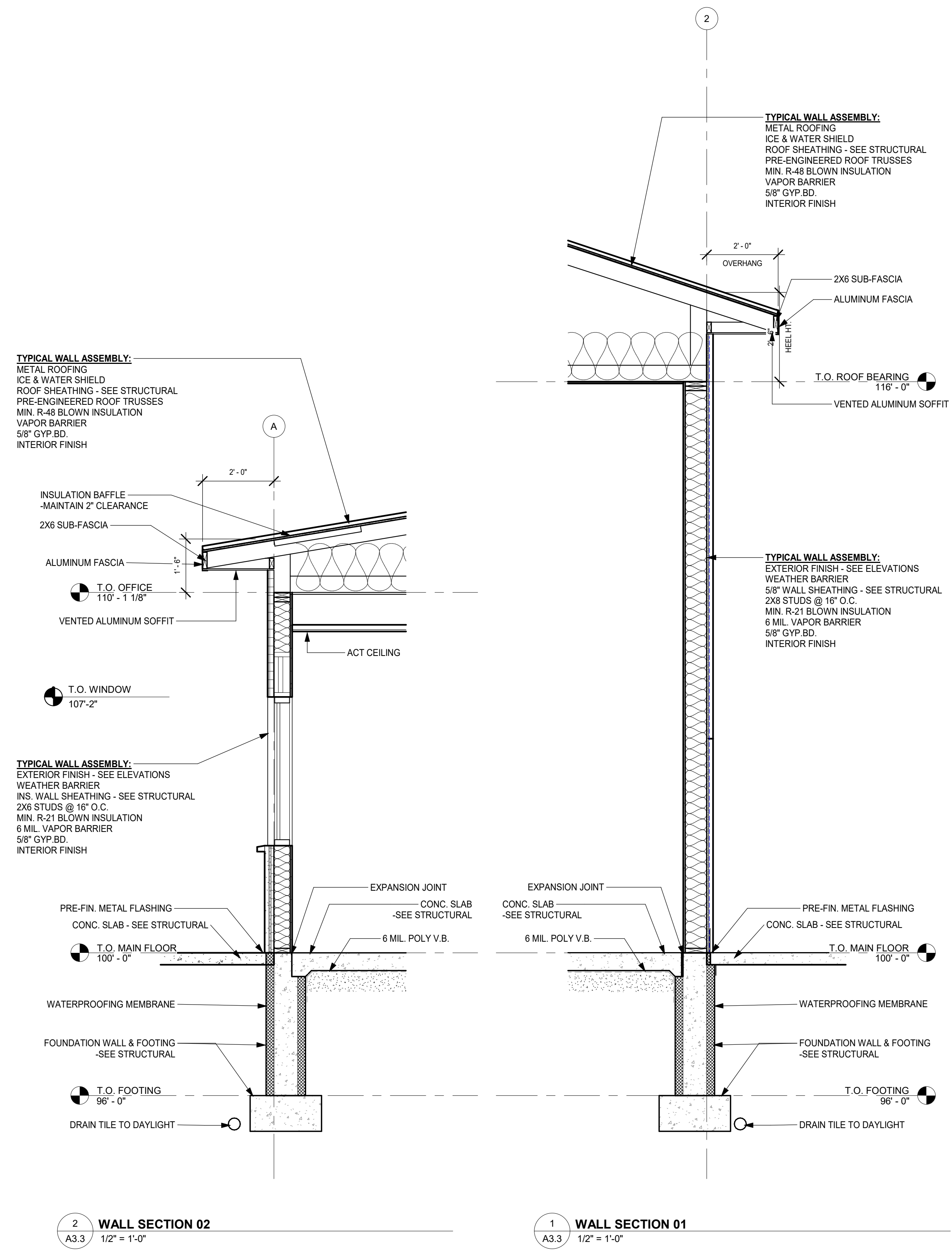
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 DETAILS

PROJECT #
 DATE:
 2.17.25
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A3.3

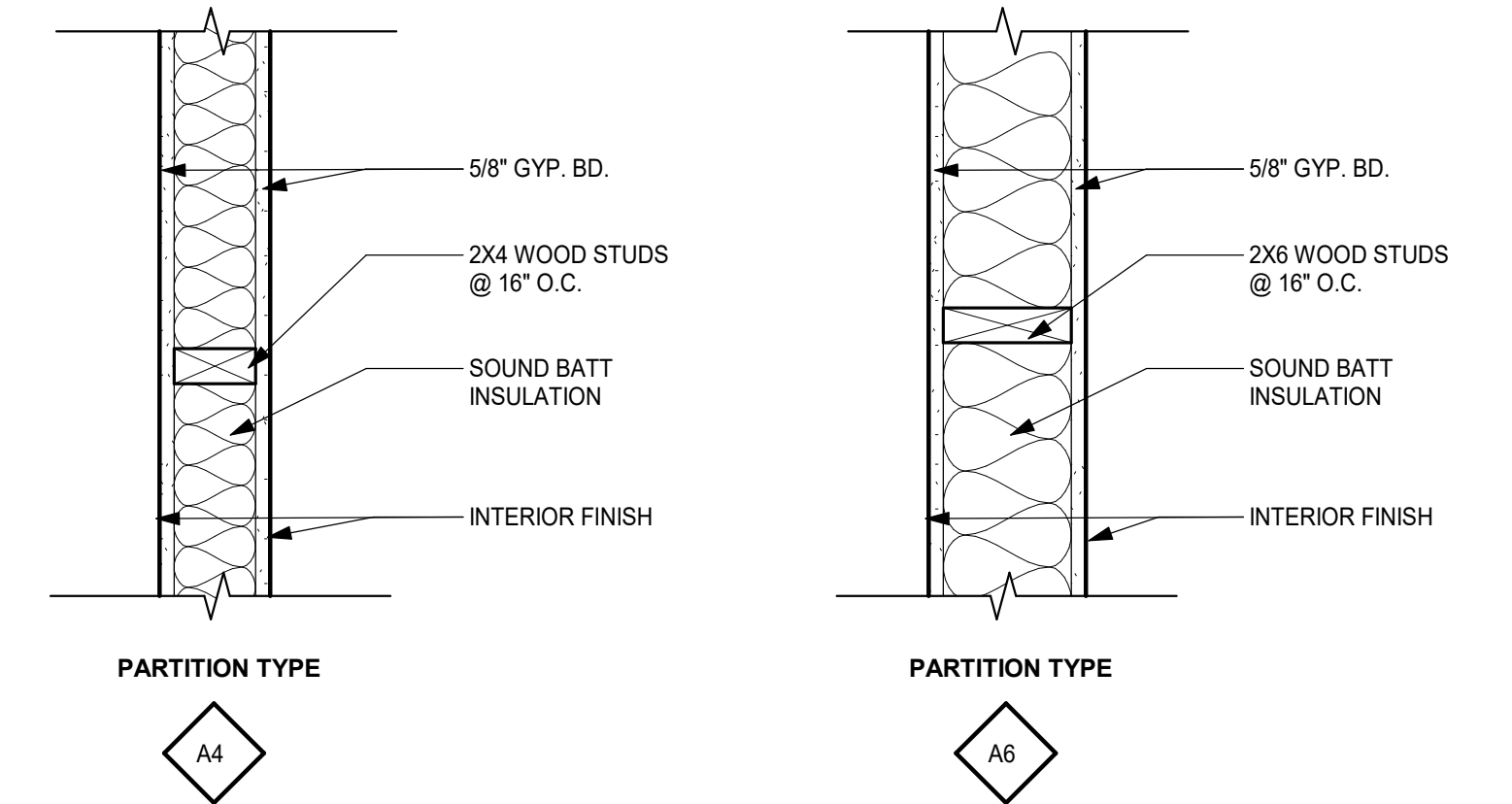
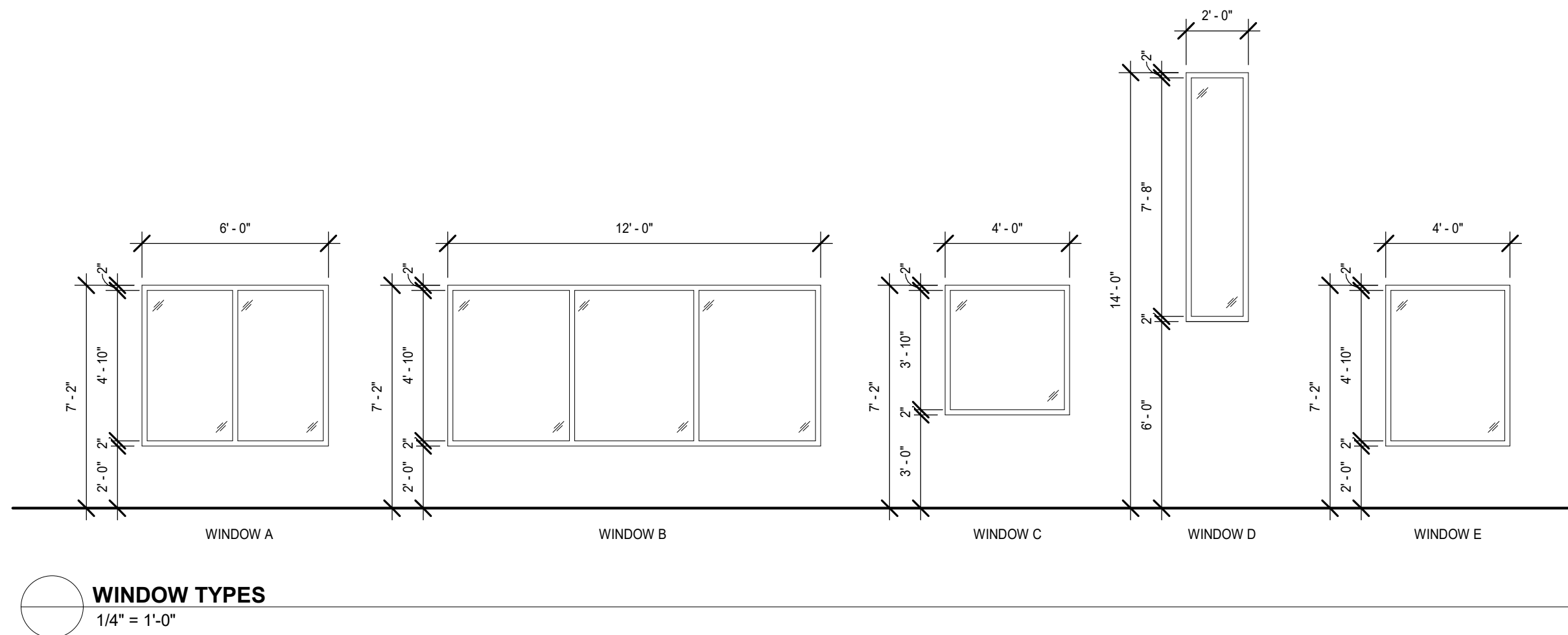


CONSTRUCTION SET

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DOOR & FRAME SCHEDULE											
MARK	DOOR				FRAME				SWING	HARDWARE	NOTES
	WIDTH	HEIGHT	THICKNESS	DOOR TYPE	PANEL TYPE	DOOR MATERIAL	FRAME TYPE	FRAME MATERIAL			
100A	6'-0"	7'-0"	0'-2"	DOUBLE	FULL LITE	ALUMINUM	ALUMINUM	ALUMINUM			
100B	6'-0"	7'-0"	0'-2"	DOUBLE	FULL LITE	ALUMINUM	ALUMINUM	ALUMINUM			
101	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
102	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
104	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
105	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
107	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
109	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
110	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
111A	16'-0"	14'-0"	0'-2"	OVERHEAD		ALUMINUM					
111B	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
112A	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
112B	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
112C	8'-0"	8'-0"	0'-2"	OVERHEAD		ALUMINUM					
112D	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
112E	8'-0"	8'-0"	0'-2"	OVERHEAD		ALUMINUM					
112F	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
113A	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
113B	16'-0"	14'-0"	0'-2"	OVERHEAD		ALUMINUM					
113C	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			
114	3'-0"	7'-0"	0'-1 3/4"	SINGLE	FLUSH	METAL	H.M.	METAL			

ROOM FINISH SCHEDULE											
ROOM #	ROOM NAME	AREA	FLOOR		WALLS				CEILING		COMMENTS
			FLOOR FINISH	BASE	NORTH	EAST	SOUTH	WEST	CEILING	HEIGHT	
100	VESTIBULE	51 SF	C.T.	C.T.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	ACT	9'-0"	
101	ENTRY	250 SF	LVP	V.B.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	ACT	9'-0"	
102	CONFERENCE ROOM	283 SF	LVP	V.B.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	ACT	9'-0"	
103	HALLWAY	237 SF	LVP	V.B.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	ACT	9'-0"	
104	OFFICE	105 SF	LVP	V.B.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	ACT	9'-0"	
105	OFFICE	105 SF	LVP	V.B.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	ACT	9'-0"	
106	OPEN OFFICE	226 SF	LVP	V.B.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	ACT	9'-0"	
107	UTILITY	162 SF	CONC.	V.B.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	10'-0"	
108	RESTROOM	55 SF	C.T.	C.T.	GYP.BD./CT	GYP.BD./CT	GYP.BD./CT	GYP.BD./CT	ACT	9'-0"	
109	RESTROOM	55 SF	C.T.	C.T.	GYP.BD./CT	GYP.BD./CT	GYP.BD./CT	GYP.BD./CT	ACT	9'-0"	
110	DATA ROOM	115 SF	CONC.	V.B.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	10'-0"	
111	DATA CENTER	11312 SF	CONC.	V.B.	METAL LINER	METAL LINER	METAL LINER	METAL LINER	METAL LINER	16'-0"	
112	STORAGE	1253 SF	CONC.	V.B.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	GYP.BD./PT.	10'-0"	
113	COOLER STORAGE	10324 SF	CONC.	V.B.	METAL LINER	METAL LINER	METAL LINER	METAL LINER	METAL LINER	VARIES	



Partition Types
1 1/2" = 1'-0"

WALL TYPE SYMBOL LEGEND

WALL TYPE SYMBOL
WALL TYPE SERIES
WALL TYPE MODIFIER

WALL TYPE NOTES:

- DRAWING DIMENSIONS FOR MASONRY ARE BASED ON MODULAR MASONRY UNITS. HORIZONTAL DIMENSIONS ARE TO THE CENTERLINE OF JOINT. VERTICAL DIMENSIONS ARE TO THE TOP OF THE UNIT. UNLESS NOTED OTHERWISE.
- WALL VAPOR RETARDER AND BUILDING WRAP ARE TO BE CONTINUOUS AND ARE TO BE LAPPED AND SEALED TO ADJACENT VAPOR RETARDER AND BUILDING WRAP AT ROOFS, WALLS AND OTHER ABUTTING BUILDING ELEMENTS.
- SEE ROOM FINISH SCHEDULE AND INTERIOR ELEVATIONS FOR LOCATIONS OF WAINSCOT (NOT SHOWN ON WALL TYPES)

PARTITION TYPE SYMBOL LEGEND

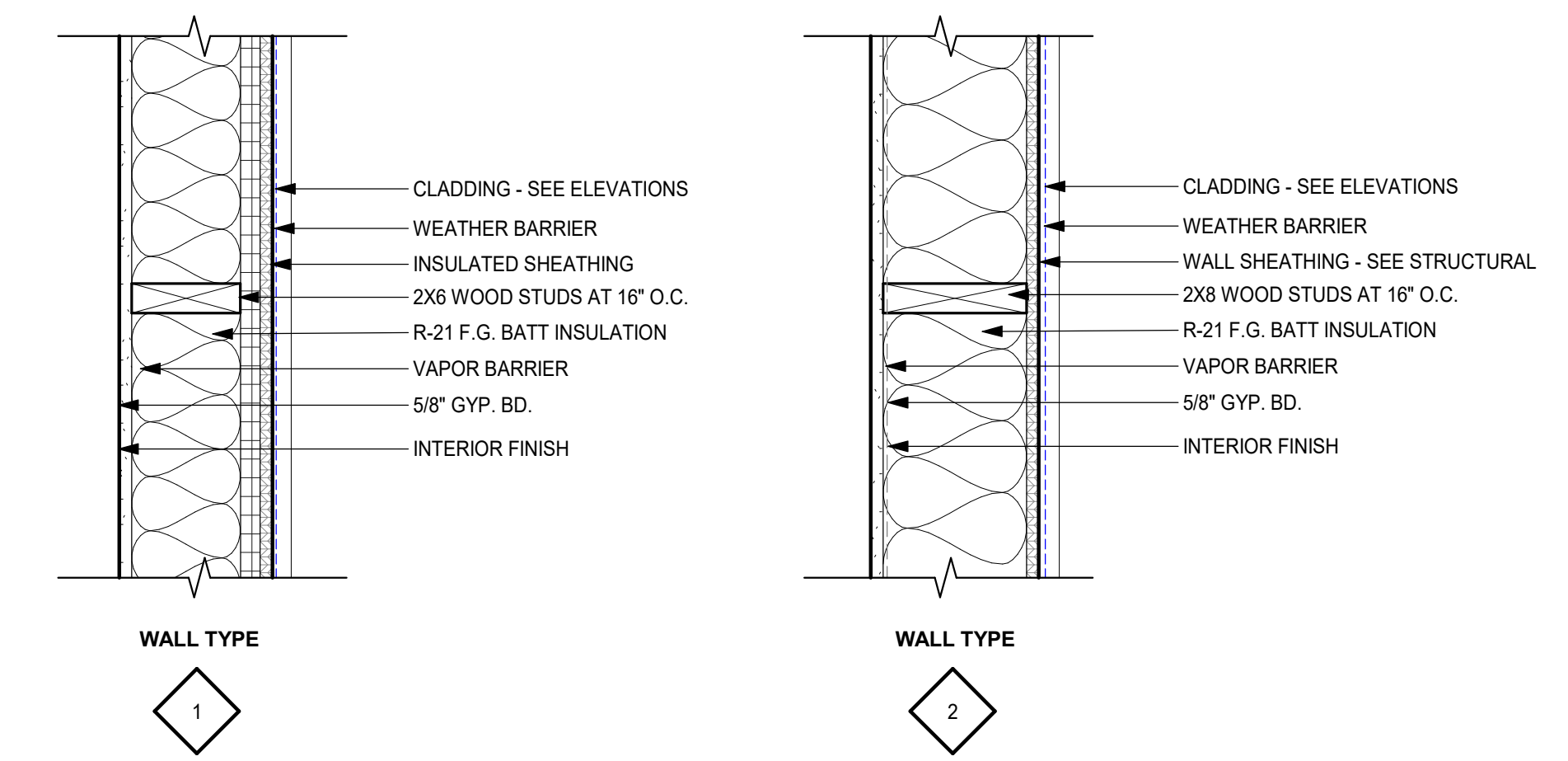
PARTITION TYPE SYMBOL
PARTITION TYPE SERIES
PARTITION THICKNESS DESIGNATOR
PARTITION TYPE MODIFIER

PARTITION TYPE MODIFIERS

- OMIT 5/8" GYP. BD. ON MASONRY SIDE.
- PROVIDE FURRING FOR ADDITIONAL 5/8" TO FLUSH OUT GYP. BD.

PARTITION TYPE NOTES:

- ALL PARTITIONS, INCLUDING GYPSUM BOARD AND CAVITY INSULATION, SHALL EXTEND TO THE ROOF DECK (UNLESS NOTED OTHERWISE). ALL PARTITIONS SHALL BE SEALED AT THE FLOOR AND MECHANICAL OR ELECTRICAL PENETRATIONS.
- SEE ROOM FINISH SCHEDULE, FINISH PLAN AND INTERIOR ELEVATIONS FOR LOCATIONS OF WAINSCOT (NOT SHOWN ON PARTITION TYPES)



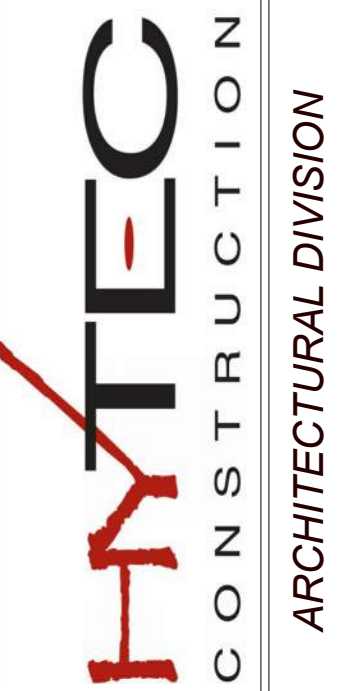
Wall Types
1 1/2" = 1'-0"

REVISIONS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Stanley H. Weiser
STANLEY H. WEISER
LIC. NO. 40203
3.19.25

11360 BUSINESS 371
BRAINE RD. MN 56401
PHONE 218/823-8529
FAX 218/823-5383
www.hytecconstruction.com
lic #BC-20050648



BLOCKMETRIX DATA CENTER

SCHEDULES

PROJECT #

DATE:
2.17.25

SHEET:
A4.1

CONSTRUCTION SET

REVISIONS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota
Stanley H. Weiser LIC. NO. 40203
 STANLEY H. WEISER 3.19.25

11360 BUSINESS 371
 BRAINERD, MN 56401
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 FAX 218/829-5383
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 lic #BC-20050648



BLOCKMETRIX DATA CENTER
 INTERIOR ELEVATIONS

PROJECT #

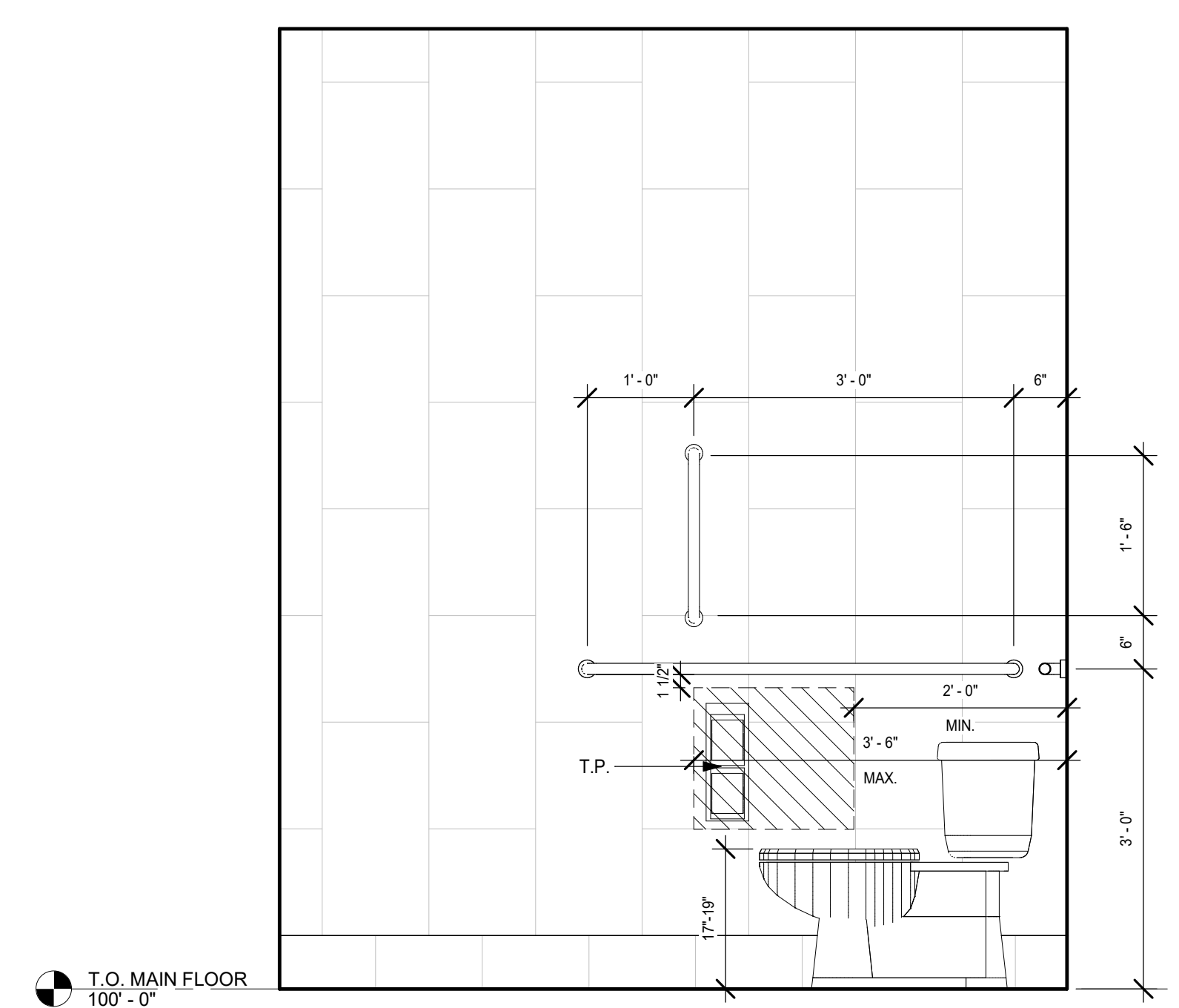
DATE:
2.17.25

SHEET:

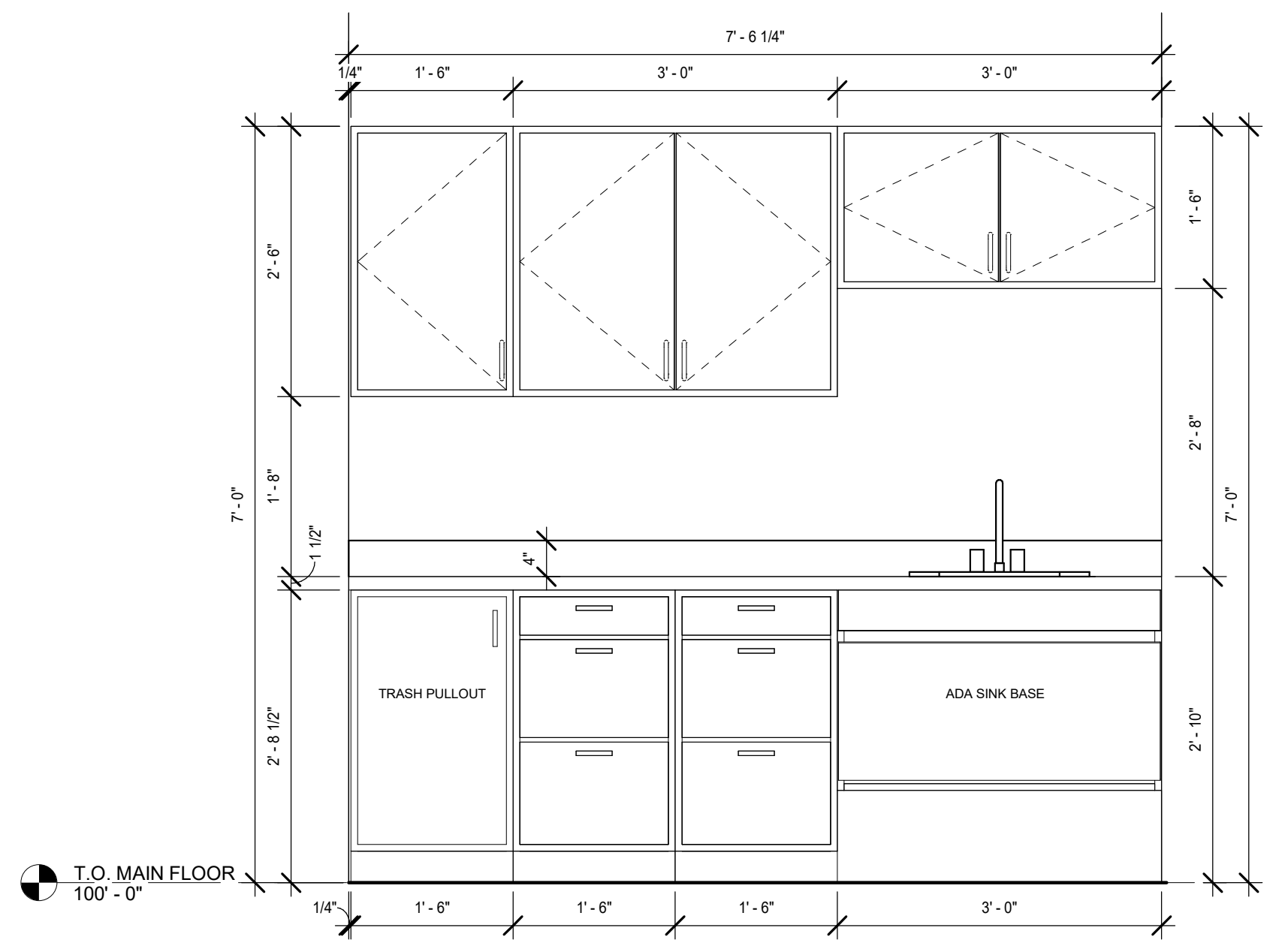
12.1

CONSTRUCTION SET

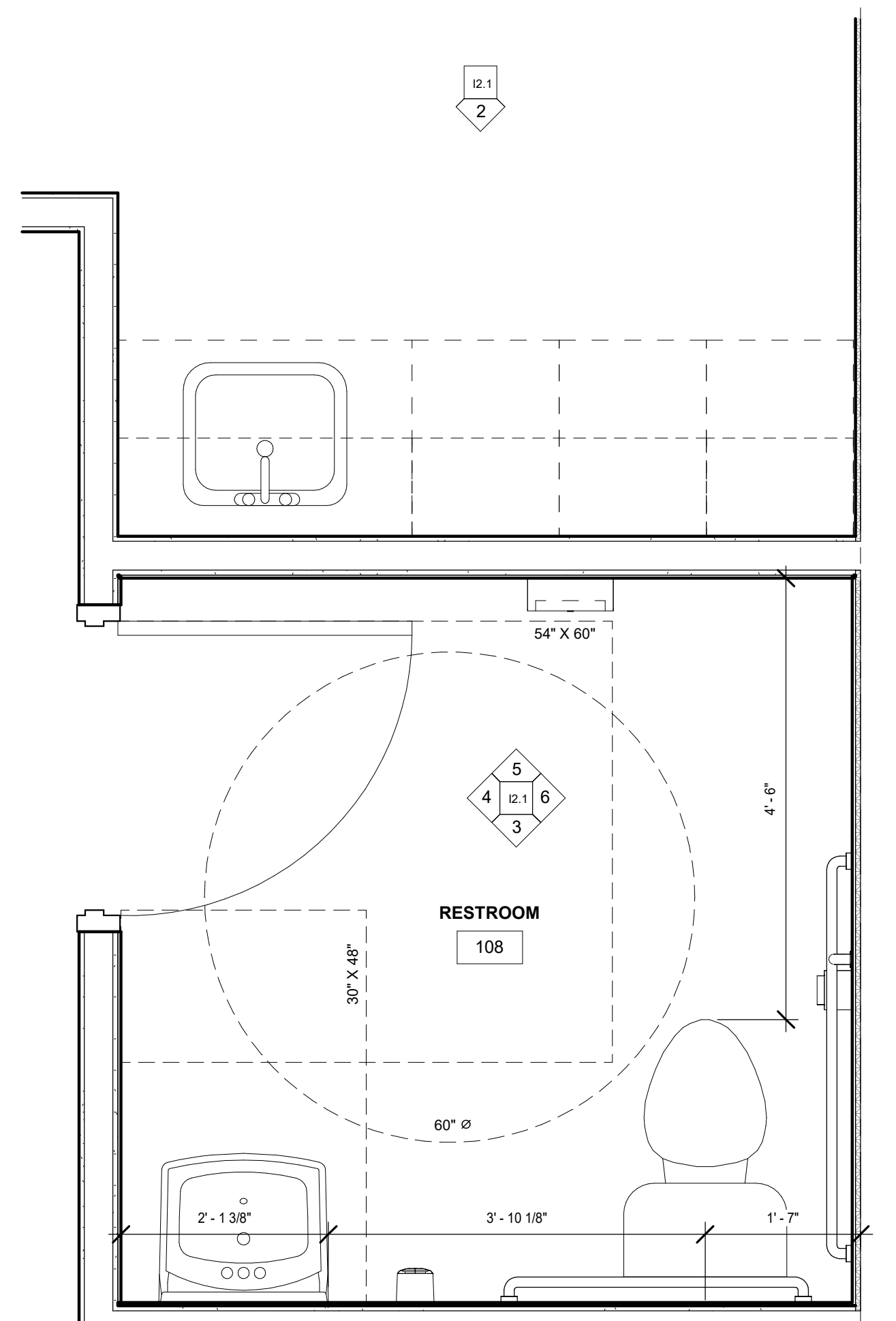
COPYRIGHT 2022 - HYTEC CONSTRUCTION PRINTED: 3/26/2025 12:45:45 PM



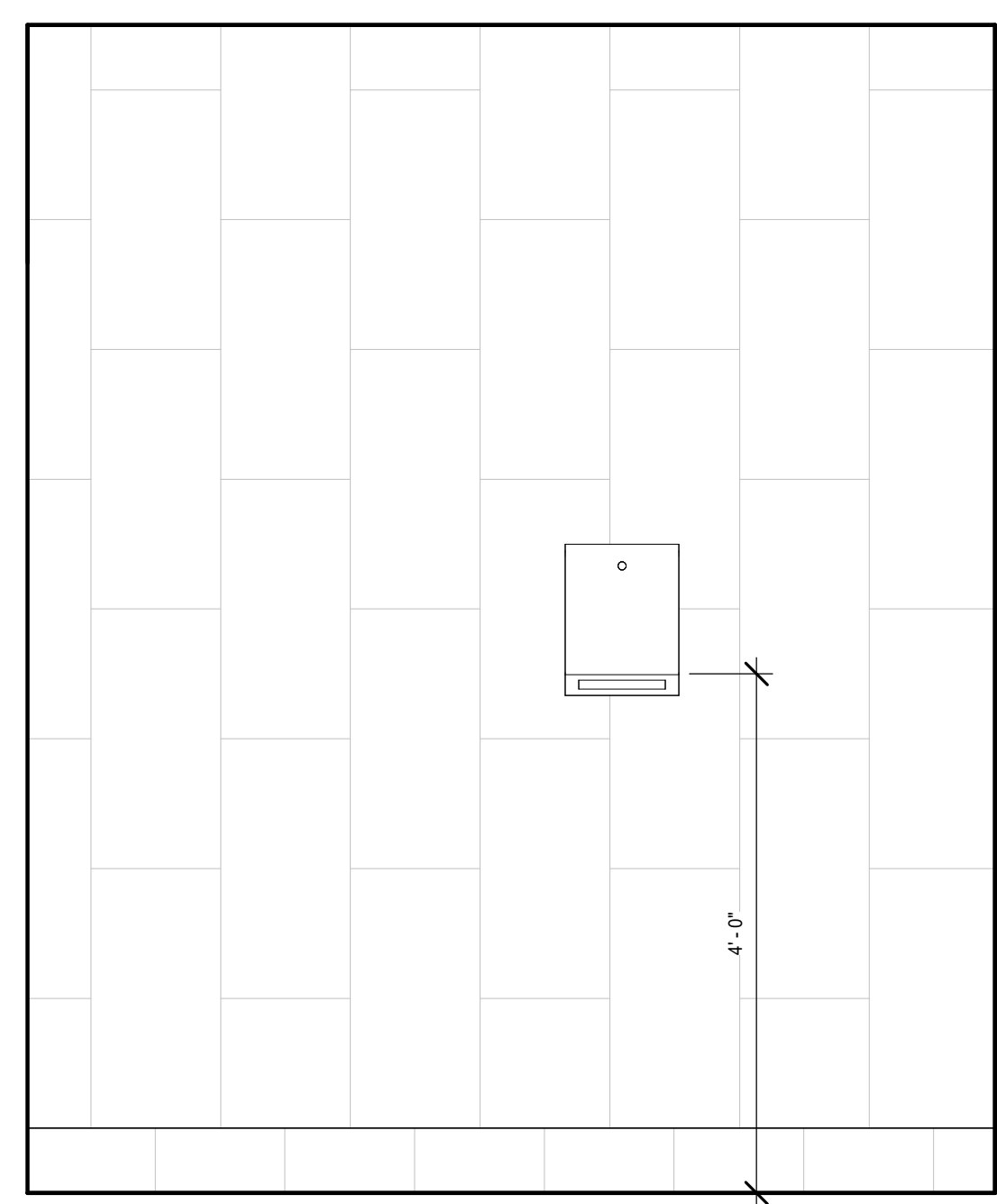
6 RESTROOM ELEVATION 04
 12.1 3/4" = 1'-0"



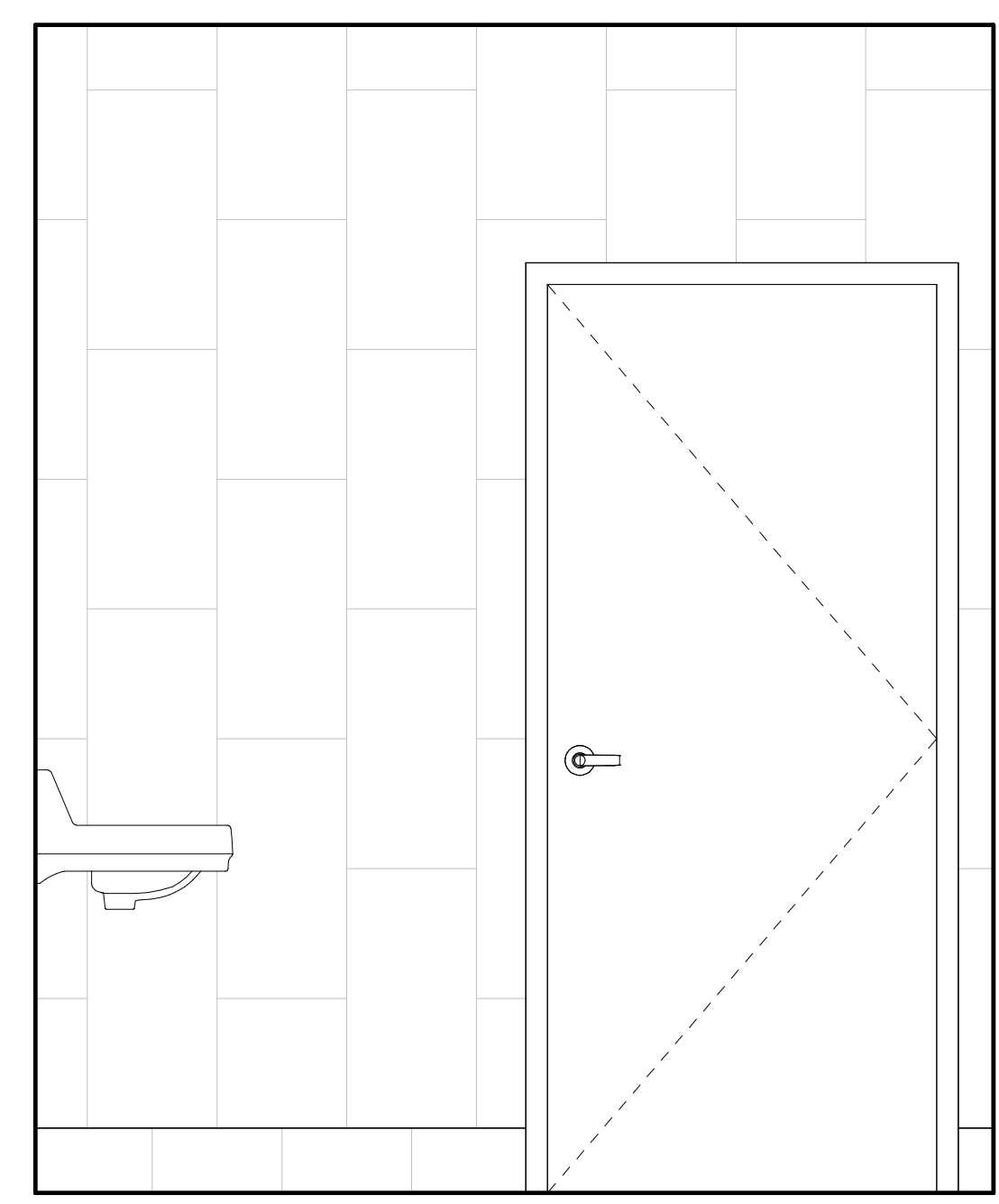
2 KITCHENETTE ELEVATION
 12.1 3/4" = 1'-0"



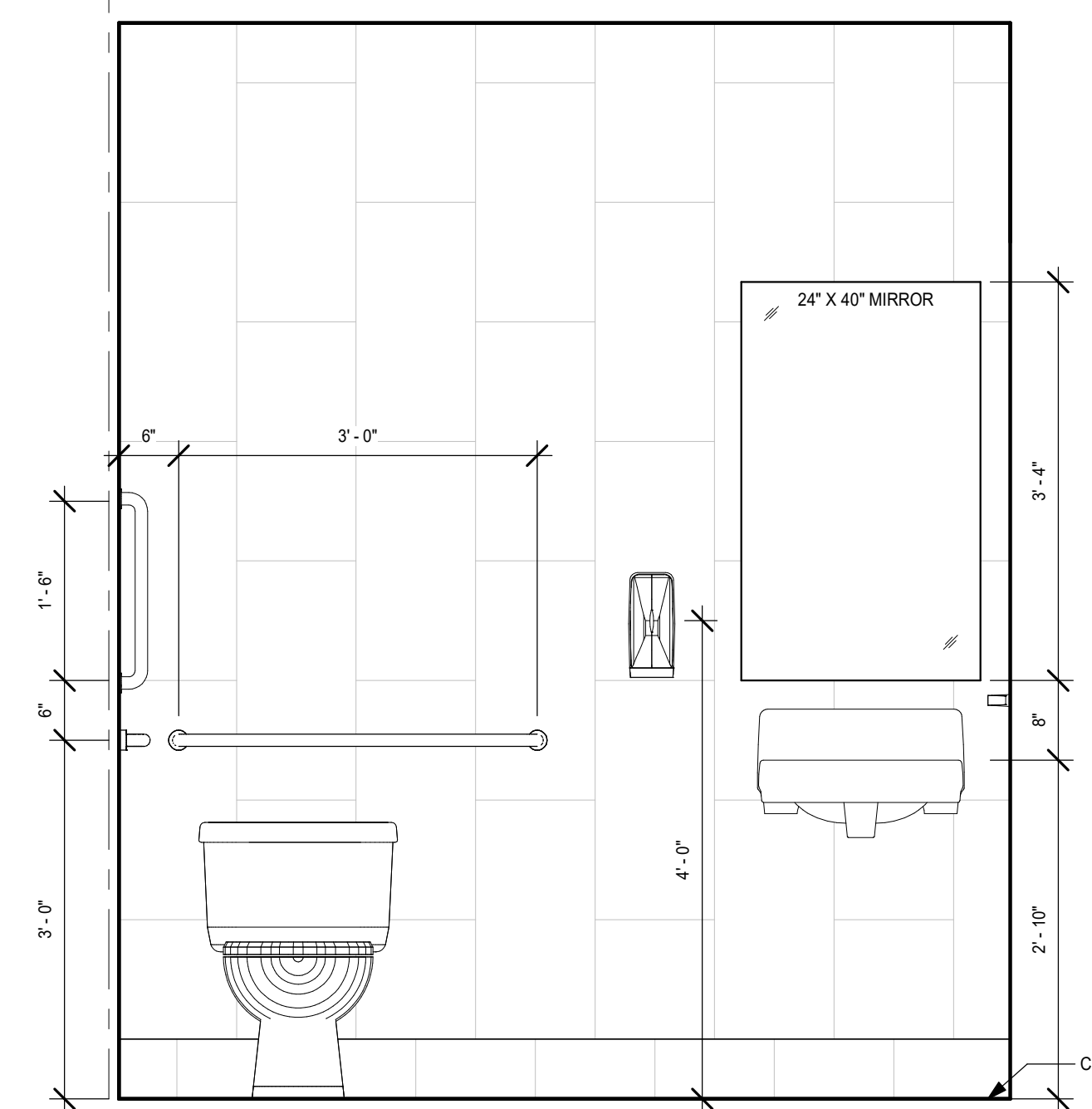
1 ENLARGED FLOOR PLAN
 12.1 3/4" = 1'-0"



5 RESTROOM ELEVATION 03
 12.1 3/4" = 1'-0"



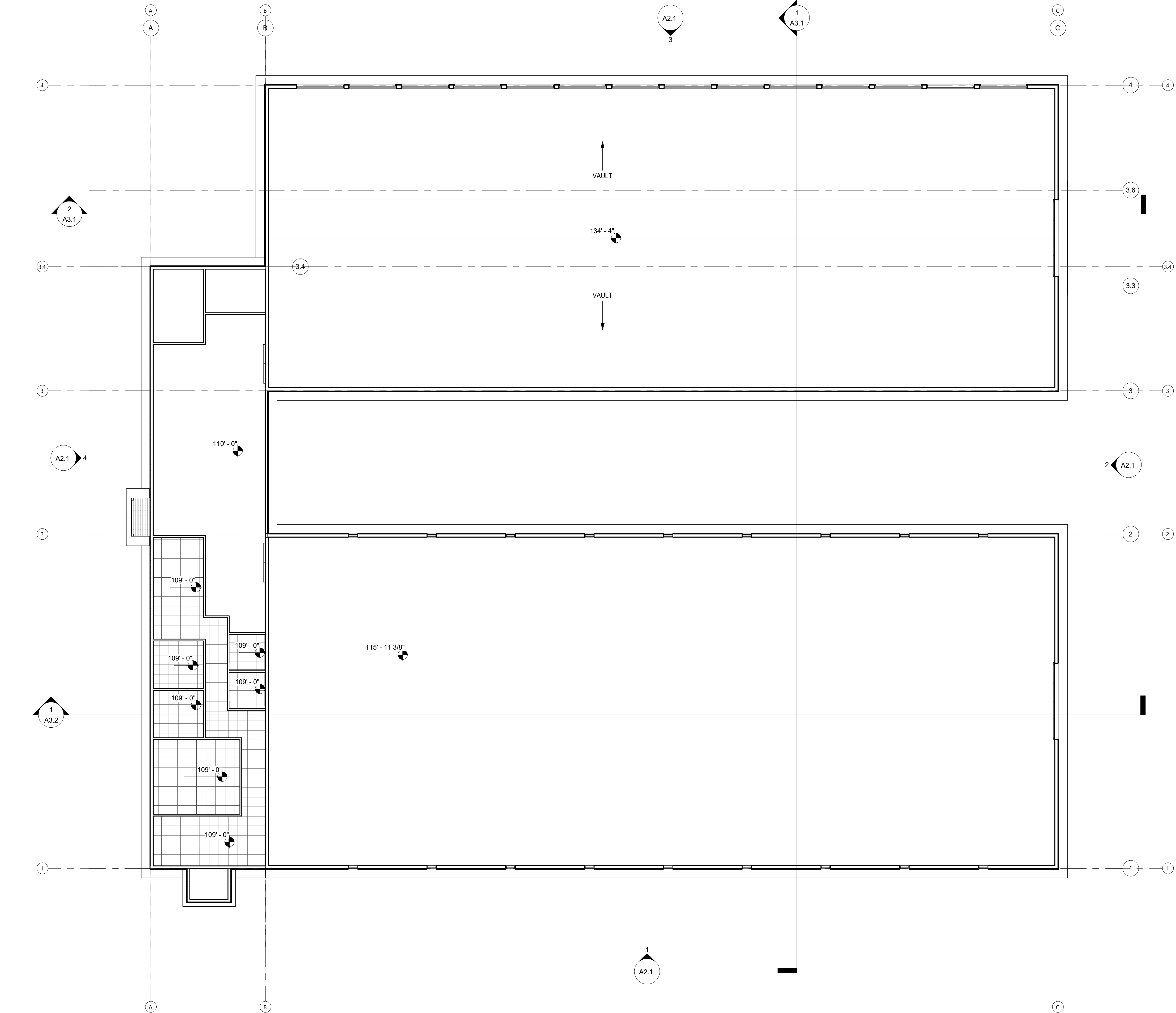
4 RESTROOM ELEVATION 02
 12.1 3/4" = 1'-0"



3 RESTROOM ELEVATION 01
 12.1 3/4" = 1'-0"

T.O. MAIN FLOOR
 100'-0"

T.O. MAIN FLOOR
 100'-0"



1
4.0 MAIN FLOOR REFLECTED CEILING PLAN
3/32" = 1'-0"

REVISIONS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota
Stanley H. Weiser
 STANLEY H. WEISER LIC. NO. 40203 3.19.25

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 FAX 218/829-5383
 www.hytecconst.com
 lic #BC-20050648



BLOCKMETRIX DATA CENTER
 REFLECTED CEILING PLANS

PROJECT #

DATE:

2.17.25

SHEET:

14.0

CONSTRUCTION SET

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MEMO



TO: EDA Board of Commissioners

FROM: James Kramvik, Community Development Director

DATE: February 14th, 2024

RE: Consider Revised Purchase and Development Agreement with Blockmetrix

INTRODUCTION

On March 3, 2022, the EDA conducted a duly noticed public hearing regarding the sale of 1911 Thiesse Drive and 1918 Thiesse Drive to VCV Digital Infrastructure Minnesota LLC for the development of a cryptocurrency mining facility (the “Minimum Improvements”), pursuant to a Purchase and Development Contract, dated March 3, 2022.

The EDA found that the conveyance of the Development Property was in conformance to the City’s comprehensive plan, as approved by the City, and would facilitate the construction of a job-producing facility within the industrial park and increase the tax base of the City. The execution of the Contract and performance of the Authority’s obligations thereunder, including the conveyance of the Development Property to the Developer, were in the best interest of the City and its residents. Following the public hearing, on March 3, 2022, the Authority approved the form and the execution and delivery of the Contract. The Contract was recorded on January 10, 2024 in the Office of the County Recorder of Crow Wing County.

The EDA approved an amendment to the PDA at their September 17th special meeting to extend the construction commencement deadline, revise the minimum improvements for 1911 Thiesse Drive, and noted the transfer of the outstanding membership interests of the Developer to Blockmetrix. Blockmetrix, as the Developer, will be bound by all of the terms and provisions of the Contract.

In addition to the construction documents, the revised PDA added a provision to the Contract, as amended hereby, that no former employee or owner of VCV Digital Infrastructure Minnesota LLC, VCV Digital or any affiliate thereof, shall own an interest in the Assignee or Assignor the after execution of this Assignment, Assumption and Amendment.

Blockmetrix is requesting to further amend the PDA by revising the minimum improvements. Any “substantial” changes to the minimum improvements requires approval from the EDA. Blockmetrix is proposing a redesign of the building and an alteration of the parking lot and driveway design. The proposed redesign is part of the final design package by Hy-Tec and changes were made to reduce the amount of impervious surface and provide better access for large trucks. The building footprint/ floor plan was flipped east to west with the entrance now located on the west side of the property.

MINIMUM IMPROVEMENTS

- **Screening:** There is no screening requirement for the property, as the proposed use is no longer outdoor storage. Ground mounted transformers, coolers, and similar equipment shall be screened on all sides except those facing a building. The mechanical coolers will be screened inside a building and the transformers are positioned between the two buildings.
- **Fencing:** There is no proposed fencing at this time.
- **Sound:** Staff have provided an appendix to this document that calculates sound related to the outdoor coolers. Proposed sound levels are well within MPCA guidelines. The miners will be in a building and the facility will be utilizing immersion technology which will not affect exterior noise. The building containing the coolers will have slats on the side of the building for airflow. The roof covering the mechanical cooling structure will help dissipate sound back into the ground which will further reduce the decibels produced by the facility. *Blockmetrix is proposing a space for an additional immersion and cooling unit. Staff have included calculations for the additional unit and have no concerns as the 9th cooler would add .375 dBA.*
- **Setbacks:** All structures, driveways, and off-street parking meet the setback requirements of the GI District.
- **Driveways and Parking:** The proposed plans indicate the driveways and parking lot will be covered with bituminous asphalt. The GI District is exempt from off street parking requirements. *The site plan no longer includes a driveway around the entire facility. Final construction drawings were reviewed by the Fire Department and Engineering Department and the respective departments had no concerns. Fire hydrants are placed according to the Minnesota State Fire Code.*
- **Exterior Building Material:** *Blockmetrix previously proposed 50% eifs on the façade of the building and 50% Square Rib Metal to meet the requirements of the Brainerd Zoning Code. Section 515-4 General Development and Design Standards now allow for a maximum of 85% metal panels on the street side façade in the GI District. The proposed elevations meet this requirement through the application of stucco and stone veneer.*
- **Landscaping Requirements:** Tree planting and parking lot landscape requirements in the GI District are only required along major thoroughfares. This property is exempt from landscaping requirements.
- **Building Official Comments:** The Building Official has no issue with the proposed development at this time. A full set of construction, mechanical, electrical, and plumbing plans will be reviewed prior to issuance of the Building Permit.
- **Fire Department Comments:** The Fire Department is satisfied with both the width and turning radius of the driveway. An additional fire hydrant was added to the north side of the property. The fire department will review the building permit to ensure it meets all Fire Code requirements.
- **City Engineer Comments:** The City Engineer conducted an initial review of the plans and from a stormwater perspective, there should not be any issues with the plans as presented. They are disturbing more than one acre so an MPCA Construction Stormwater permit will be required for development of the site, but they should not need to provide any additional stormwater rate control or treatment.

- **BPU Comments:** BPU has been provided with the plan and has expressed no concerns at this time with the proposed layout of the property.

Video link displaying the difference in open air mining verses immersion mining

<https://www.youtube.com/watch?v=Hd2FqANes0M>

STAFF RECOMMENDATION

1. Approve the Resolution Approving Amendment to the Purchase and Development Agreement Between the EDA and Blockmetrix.

APPENDIX: SOUND CALCULATIONS

Kelvion Coolers

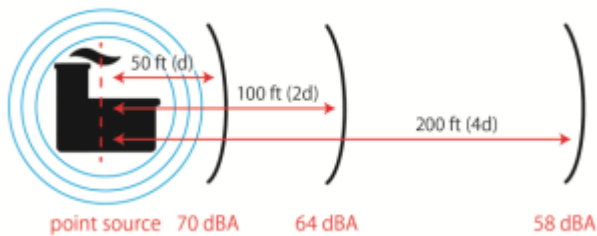
Blockmetrix proposes 8 cooling units for the facility consisting of 22 fans each with enough room to add 1 cooling unit at a later date.

Based on the specifications provided and email confirmation from the manufacturer, the cooling units have a sound pressure output of 68 dBA at 10 meters which is about 33 ft when running a full capacity.

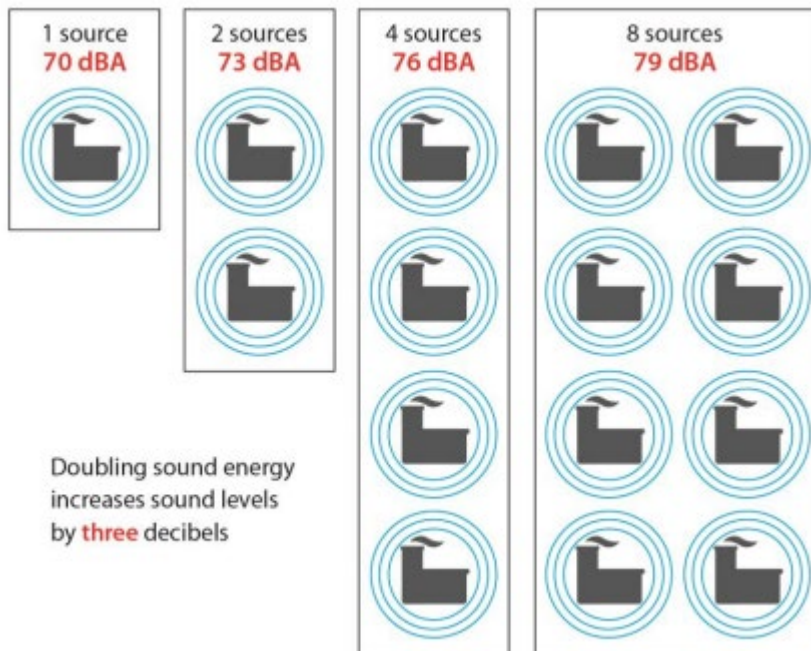
MPCA sound calculation formula

When the distance is doubled from a point source, the sound level decreases six decibels

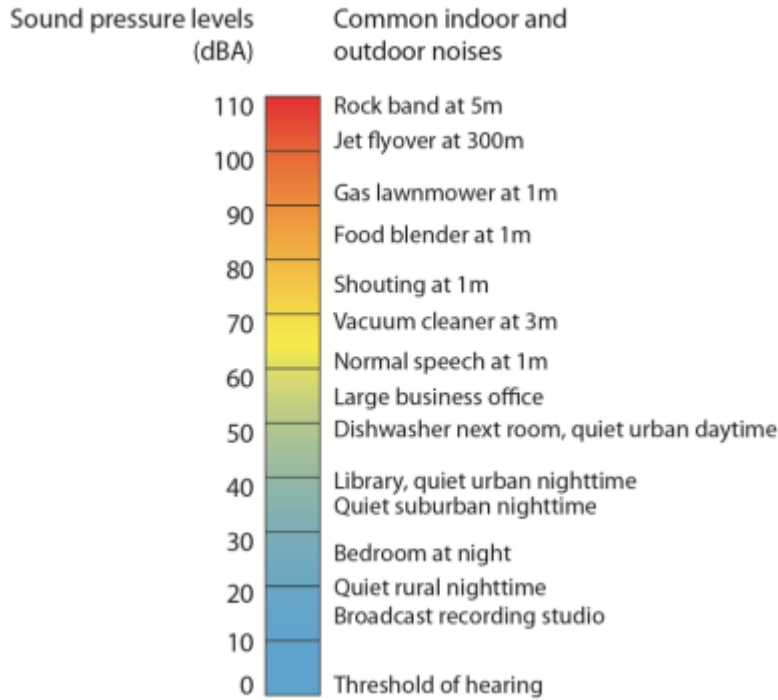
Example: If a sound level is: 70 decibels at 50 feet it will be 64 decibels at 100 feet, and 58 decibels at 200 feet



A doubling of sound energy yields an increase of three decibels. For example, each generator at a factory produces sound that is measured at 70 decibels, so running one generator would create sound measured at 70 dBA, turning on a second generator would increase sound by 3 dBA to 73 dBA, and doubling again to four generators would increase sound levels to 76.



Decibel levels of common noise sources



Blockmetrix facility sound calculation – A potential 9th cooling unit would not substantially add to the decibel calculation for the property.

1 Kelvion Cooler = 68 dBA

2 Kelvion Coolers = 71 dBA

4 Kelvion Coolers = 74 dBA

8 Kelvion Coolers = 77 dBA

9 Kelvion Coolers = 77.375 dBA

16 Kelvion Coolers = 80 dBA (Not proposed or depicted in the design)

Note: This does not take into account that the first cooler is approximately 150 ft from the eighth cooler. Point source sound calculations assume that all coolers would be touching. Thus, the calculation presented above is slightly louder than what is to be expected. This calculation does not account for the roof covering the coolers, which will significantly reduce sound to neighboring properties.

Distance Calculation (8 Units)

77 dBA at 33 ft

66 ft = 71 dBA

132 ft = 65 dBA

264 ft = 59 dBA

528 ft = 53 dBA

1,056 ft = 47 dBA

2,112 ft = 41 dBA

AERIAL MAP

The following calculations are depicted:

264 ft = 59 dBA (first ring)

528 ft = 53 dBA (second ring)

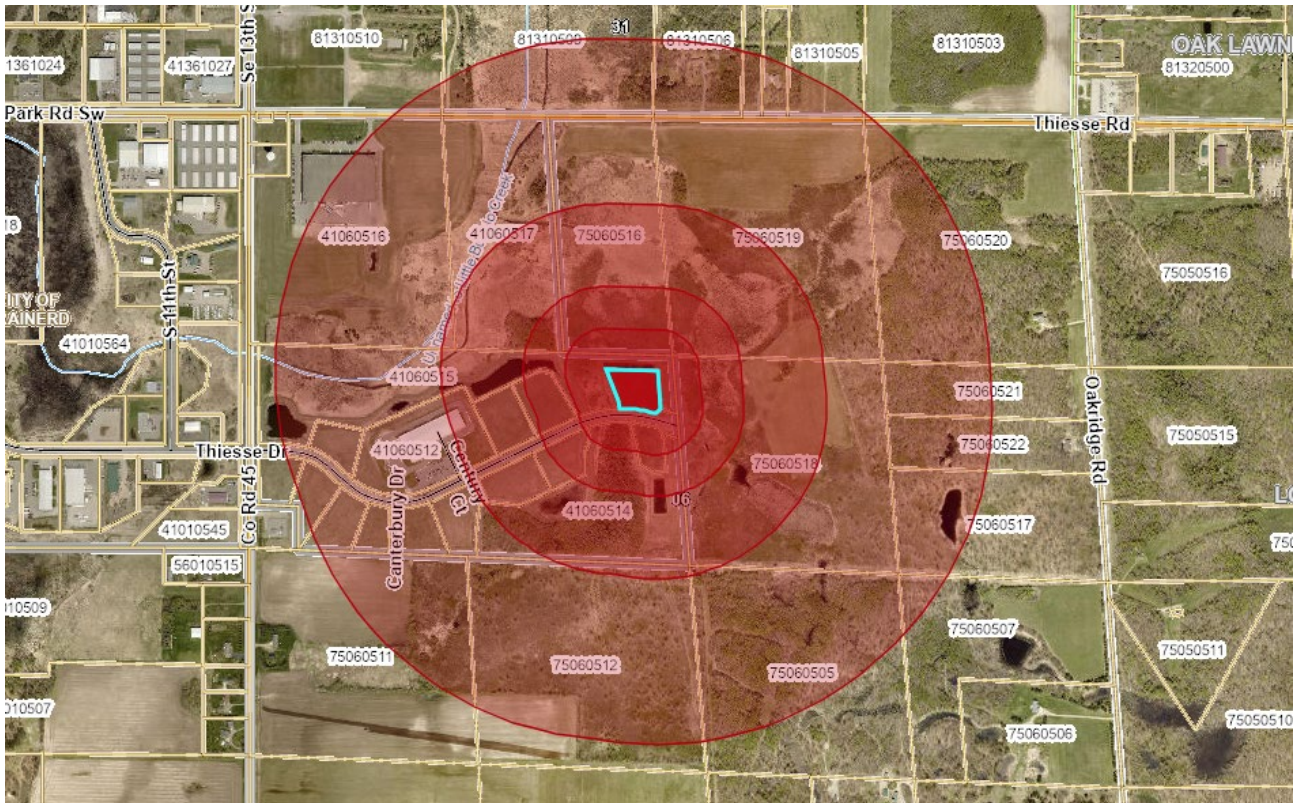
1,056 ft = 47 dBA (third ring)

2,112 ft = 41 dBA (fourth ring)

NAC 1: Residential housing, religious activities, camping and picnicking areas, health services, hotels, educational services

The statutory limits for a residential location are L10 = 65 dBA and L50 = 60 dBA during the daytime (7:00 a.m. – 10:00 p.m.) and L10 = 55 dBA and L50 = 50 dBA during the nighttime (10:00 p.m. – 7:00 a.m.)

The 47 dBA at 1,056 feet does not exceed NAC 1 standards as there are no residential houses with any of the parcels at 1,056 feet.



Note: Map assumes that the coolers are located at the property line which is not the case as depicted in the site plan.

EDA RESOLUTION NO. _____

**RESOLUTION APPROVING MATERIAL CHANGE TO
CONSTRUCTION PLANS (BLOCKMETRIX)**

BE IT RESOLVED BY the Board of Commissioners (“Board”) of the Brainerd Economic Development Authority (the “Authority”) as follows:

Section 1. Recitals.

1.01. Pursuant to a Purchase and Development Contract, dated March 3, 2022 (the “Contract”), between the Authority and VCV Digital Infrastructure Minnesota LLC (the “Developer”), the Developer agreed to construct a cryptocurrency mining facility (the “Minimum Improvements”) on certain real property located at 1911 and 1918 Thiesse Drive in the City of Brainerd, Crow Wing County, State of Minnesota (collectively, the “Development Property”) in accordance with approved Construction Plans, as defined in the Contract.

1.02. Following execution of the Contract by the Authority and the Developer, the Authority approved Construction Plans in accordance with the terms of the Contract.

1.03. On September 17, 2024, the Board of the Authority approved an amendment and assignment of the Contract by the Developer (hereinafter, the “Assignor”) to Blockmetrix, LLC, a Texas limited liability company (the “Assignee”), pursuant to an Assignment, Assumption, and Amendment to Purchase and Development Contract (the “Assignment, Assumption and Amendment”), by and between the Assignor, the Assignee, and the Authority. On the date hereof, the Assignment, Assumption and Amendment has not yet been fully executed by the parties.

1.04. The Developer and/or Assignee have proposed a material change in the previously approved Construction Plans for the Minimum Improvements on the Development Property.

1.05. Pursuant to Section 4.2(b) of the Contract, to be amended by the Assignment, Assumption and Amendment upon execution thereof, if the Developer desires to make any material change in the Construction Plans after their approval by the Authority, the Developer must submit the proposed change to the Authority for its approval.

Section 2. Material Change to Construction Plans Approved.

2.01. The Authority hereby approves the material change in the Construction Plans for the Minimum Improvements on the Development Property, in accordance with the Contract, to be amended by the Assignment, Assumption and Amendment upon execution thereof.

2.02. Authority staff and officials are authorized to take all actions necessary to perform the Authority’s obligations under the Contract, to be amended by the Assignment, Assumption and Amendment upon execution thereof, including without limitation execution of any

documents to which the Authority is a party referenced in or attached to the Contract, to be amended by the Assignment, Assumption and Amendment upon execution thereof, and any other documents necessary to construct the Minimum Improvements pursuant to the Construction Plans approved by the Board on the date hereof.

Approved this 14th day of February, 2025, by the Board of Commissioners of the Brainerd Economic Development Authority.

President

ATTEST:

Executive Director

**ASSIGNMENT, ASSUMPTION AND AMENDMENT
TO PURCHASE AND DEVELOPMENT CONTRACT**

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT TO PURCHASE AND DEVELOPMENT CONTRACT (this “Assignment, Assumption and Amendment”), made as of this ____ day of _____, 2025, by and between **VCV DIGITAL INFRASTRUCTURE MINNESOTA LLC**, a Delaware limited liability company (the “Assignor”), **BLOCKMETRIX, LLC**, a limited liability company established under the laws of the State of Texas (the “Assignee”), and **BRAINERD ECONOMIC DEVELOPMENT AUTHORITY**, a public body corporate and politic under the laws of the State of Minnesota (the “Authority”).

RECITALS:

A. The Assignor and the Authority entered into that certain Purchase and Development contract, dated March 3, 2022, recorded on January 10, 2024 in the Office of the County Recorder of Crow Wing County as document number 992685 (the “Contract” or “Agreement”), for the purchase, sale and development of certain real property located at 1911 Thiesse Drive and 1918 Thiesse Drive in the City of Brainerd, Crow Wing County, State of Minnesota, as legally described in the Contract (collectively, the “Development Property” or “Property”), on which the Assignor agreed to construct a cryptocurrency mining facility, as more fully described in Schedule D attached to the Contract (the “Minimum Improvements”).

B. The Assignor and the Assignee have represented to the Authority that the Assignee proposes to purchase all of the membership interests in the Assignor in an arm’s-length transaction, and following such purchase the Assignee shall become the successor of the Assignor. In connection such transfer, the Assignor desires to assign all of its rights, interests, and obligations in the Contract to Assignee, and the Assignee has agreed to be bound by all of the terms and provisions of the Contract.

C. Pursuant to the Contract, the Authority (hereinafter, also the “Grantor”) conveyed the Development Property to the Assignor (hereinafter, also the “Grantee”) by Quit Claim Deed, dated October 6, 2022, recorded in the office of the Crow Wing County Recorder on January 1, 2024, as document number 992687 (the “Deed”). Section 2 of the Deed provides that “[t]he Grantee’s rights and interest in the Property are subject to the terms and conditions of the

Agreement relating to the Grantor's right to re-enter and re-vest in Grantor title to the Property under conditions specified therein, including but not limited to termination of such right upon issuance of a Certificate of Completion as defined in the Agreement.”

D. The Assignee proposes to further revise the Construction Plans for the Minimum Improvements and acknowledges that before commencement of construction of the Minimum Improvements, the Assignee shall submit to the Authority revised Construction Plans for approval.

E. Pursuant to Section 4.2(b) of the Contract, any proposed change to the Construction Plans shall be deemed approved by the Authority unless rejected, in whole or in part, by written notice by the Authority to the Developer within ten (10) days after receipt of the notice of such change. The Authority proposes to extend the period in which to provide written notice of rejection to any change to the Construction Plans from ten (10) days to thirty (30) days.

F. Pursuant to Section 4.3 of the Contract, construction of the Minimum Improvements must be commenced within the “Construction Commencement Deadline,” as defined therein. The Assignee proposes to extend the Construction Commencement Deadline to April 1, 2025.

G. The Assignee proposes to add a provision to the Contract, as amended hereby, that no former employee or owner of VCV Digital Infrastructure Minnesota LLC, VCV Digital or any affiliate thereof, shall own an interest in the Assignee or Assignor the after execution of this Assignment, Assumption and Amendment.

NOW, THEREFORE, IN CONSIDERATION OF One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Any capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Contract.

2. The Assignor does hereby grant, transfer and assign to the Assignee, all of its rights, interests, and obligations under the Contract, and the Authority hereby consents to such grant, transfer, and assignment to the Assignee.

3. The Assignee hereby accepts this Assignment, Assumption and Amendment and assumes and agrees to faithfully abide by, perform and discharge each and every term, covenant, condition and obligation of the Assignor under the Contract, as amended hereby (the “Assumed Obligations”), and to defend and hold the Assignor harmless from any lawsuits, claims, damages, costs and expenses, including actual attorney fees and disbursements arising in connection with the Contract, except those arising from events occurring or arising prior to the date hereof.

4. Section 4.2(b) of the Contract is hereby amended to provide that any proposed change to the Construction Plans shall be deemed approved by the Authority unless rejected, in whole or in part, by written notice by the Authority to the Developer within thirty (30) days after receipt of the notice of such change.

5. The “Construction Commencement Deadline,” as defined in Section 4.3 of the Contract, is hereby amended and extended to April 1, 2025, and upon approval by the Authority of further revised Construction Plans for the Minimum Improvements to be proposed by the Assignee, the Assignee shall commence construction of the Minimum Improvements within such date.

6. The Contract is hereby further amended to add a new Section 10.15, as follows:

Section 10.15. Restriction on Sale or Transfer of Ownership Interest in Blockmetrix, LLC and VCV Digital Infrastructure Minnesota LLC. No former employee or owner of VCV Digital Infrastructure Minnesota LLC, VCV Digital or any affiliate thereof, shall own an interest in Blockmetrix, LLC or VCV Digital Infrastructure Minnesota LLC after execution of this Agreement, as assigned, assumed and amended pursuant to an Assignment, Assumption and Amendment to Purchase and Development Contract, by and between VCV Digital Infrastructure Minnesota LLC, as assignor, Blockmetrix, LLC, as assignee, and the Authority.

7. The Assignee expressly represents, for the benefit of the Authority, that it is a limited liability company duly organized and in good standing under the laws of the State of Texas, is duly authorized to transact business within the State of Minnesota, is not in violation of any provisions of its organizational documents or the applicable laws of any state, has power to enter into this Assignment, Assumption and Amendment and the capability to perform the obligations of the Assignor under the Contract and has duly authorized the execution, delivery and performance of this Assignment, Assumption and Amendment by proper action of its governing body.

8. If the Authority delivers any notice, demand or other communication to the Developer under the Contract that relates to or may affect the rights and interest of the Assignee under the Contract or the Assumed Obligations, the Authority will deliver a copy of such notice, demand or communication to the Assignee in the manner set forth in the Contract addressed or delivered personally to the Assignee as follows:

Blockmetrix, LLC
2651 North Harwood Street
Suite 400
Dallas, TX 75201

or at such other address as the Assignee may, from time to time, designate by written notice to the Authority given or delivered in the manner set forth in the Contract.

9. Notwithstanding anything to the contrary herein, VCV Digital Infrastructure Minnesota LLC, as Grantee under the Deed and Assignor hereunder, and Blockmetrix, LLC as Assignee hereunder, shall remain obligated to fulfill all obligations of the Developer under the Contract, as amended by this Assignment, Assumption and Amendment.

10. This Assignment, Assumption and Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and shall further be for the benefit and reliance of the Authority.

11. Except as hereby amended, all other terms and conditions of the Contract shall remain in full force and effect.

12. This Assignment, Assumption and Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.

13. This Assignment, Assumption and Amendment may be executed in counterparts, which counterparts when considered together shall constitute a single, binding, valid and enforceable agreement.

**BRAINERD ECONOMIC DEVELOPMENT
AUTHORITY**

By _____
Its President

By _____
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF CROW WING COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by Kevin Yeager, the President of the Brainerd Economic Development Authority, a public body
politic and corporate, on behalf of the Authority.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF CROW WING COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____, the Executive Director of the Brainerd Economic Development Authority,
a public body politic and corporate, on behalf of the Authority.

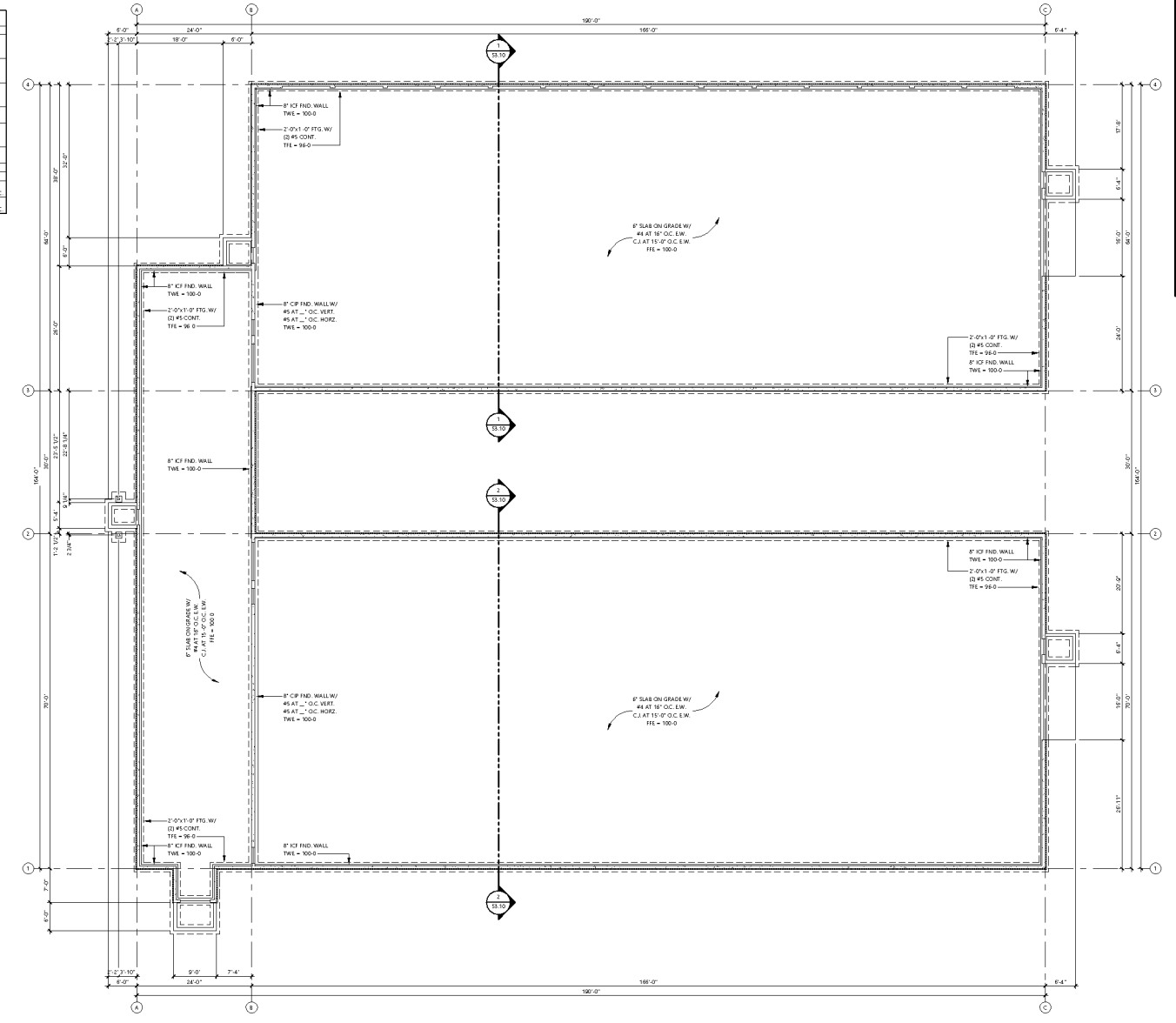
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Kutak Rock LLP (SEL)
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402-4018
(612) 334-5000

SITE CONCRETE					
GENERATOR PAD	PAD / SLAB	SIZE (LxW)	THICKNESS	REINFORCEMENT	NOTES
	COORDINATE WITH SUPPLIER	6" SLAB WITH 1'-0"x1'-0" THICKENED EDGE	45 AT 18" O.C. EW. PLUS (2) #4 CONT. AT THICKENED EDGE	SEE SITE EQUIPMENT AND DETAIL	
	COORDINATE WITH SUPPLIER	6" SLAB WITH 6" THICKENED EDGE	45 AT 18" O.C. EW. PLUS (2) #4 CONT. AT THICKENED EDGE	SEE SITE EQUIPMENT AND DETAIL	
	COORDINATE WITH SUPPLIER	6" SLAB WITH 6" THICKENED EDGE	45 AT 18" O.C. EW. PLUS (2) #4 CONT. AT THICKENED EDGE	DESIGNED BY SUPPLIER	
	SEE ARCHITECTURAL / CIVIL	4"	NON-REINFORCED	SEE ARCHITECTURAL / CIVIL FOR SIZE AND LOCATION	
	N/A	6" SLAB WITH 1'-0"x1'-0" THICKENED EDGE	45 AT 18" O.C. EW. PLUS (2) #4 CONT. AT THICKENED EDGE	SEE PLAN FOR SIZE AND LOCATION	
	N/A	N/A	N/A	N/A	SEE C.M.A.
	N/A	N/A	N/A	N/A	SEE C.M.A.
	N/A	N/A	N/A	N/A	SEE ARCHITECTURAL
	N/A	N/A	N/A	N/A	SEE STRUCTURAL DETAIL
	N/A	N/A	N/A	N/A	SEE ARCHITECTURAL / CIVIL FOR LOC.
	N/A	N/A	N/A	N/A	SEE STRUCTURAL DETAIL
	N/A	N/A	N/A	N/A	SEE ARCHITECTURAL / CIVIL FOR LOC.

FOUNDATION PLAN NOTES

- SEE _____ FOR STEPPED FOOTING DETAIL INDICATED AS 1-----5 ON PLAN.
- SEE _____ FOR SLAB CONTROL JOINT.
- SEE _____ FOR SLAB CONSTRUCTION JOINT.
- PROVIDE _____ DAMPEN HOLD-DOWN ANCHOR.
- COORDINATE FINAL SIZE AND LOCATION OF ALL HOUSEKEEPING PADS AND EQUIPMENT PADS WITH MECHANICAL AND ELECTRICAL CONTRACTOR. SEE ARCHITECTURAL AND CIVIL PLANS FOR ADDITIONAL CONCRETE PADS, SIDEWALKS, DRIVES, AND ROLLWAYS, ETC.
- TOP OF SLAB EL. = 100.0 ACTUAL - SEE CIVIL.
- ALL FOOTINGS CENTERED UNDER COLUMNS OR WALLS UNLESS NOTED OTHERWISE.
- COORDINATE ALL THRU WALL AND THRU SLAB PENETRATIONS WITH MECHANICAL AND ELECTRICAL.
- SEE _____ FOR BOLLARD CONSTRUCTION. SEE ARCHITECTURAL FOR LOCATIONS.



1 FOOTING AND FOUNDATION PLAN
1/8" = 1'-0"



WIDSETH
ARCHITECTS & ENGINEERS
1000 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202

DRAWN BY: D. BEAG
CHECKED BY: D.A.N.
PROJECT ENGINEER: M.M. DD-VV
DATE: 11-14-2024

DATE	REV#	REVISIONS DESCRIPTION

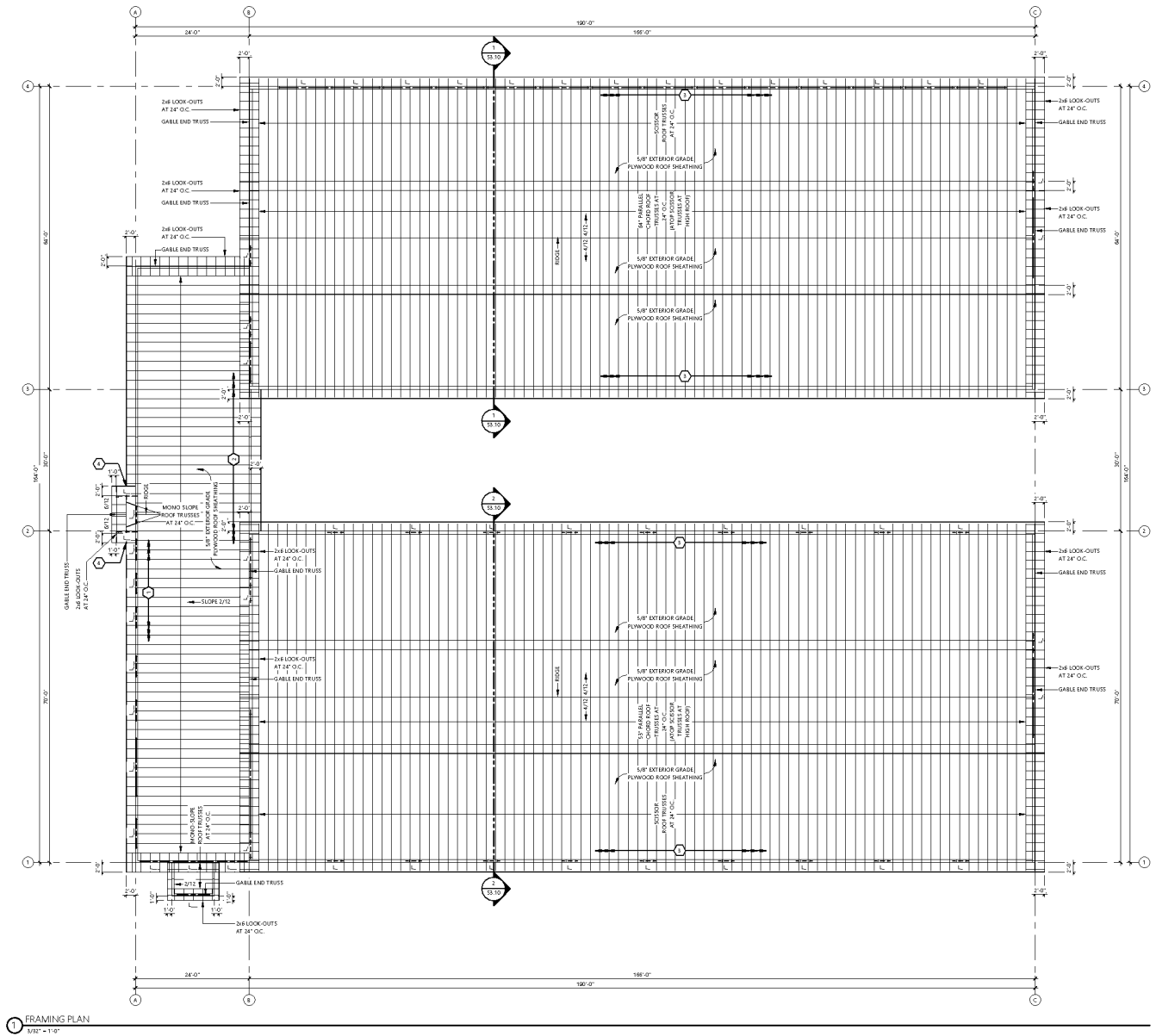
BLOCKMETRIX DATA CENTER
FOOTING AND FOUNDATION PLAN

S1.10
PROJECT # 2024-12141

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ROOF TRUSS HEEL HEIGHT SCHEDULE	
#	DESCRIPTION
1	HEEL HEIGHT = 1'-5 3/4"
2	HEEL HEIGHT = 5'-5 1/2"
3	HEEL HEIGHT = 2'-6"
4	HEEL = 1'-2"

LINTEL SCHEDULE			
MARK	SIZE	MIN. BEARINGS	
L ₁	1.3 3/4" x 1.5" LVL	ACK STUDS - 4MS STUD	
L ₂	1.3 3/4" x 1.5" LVL	N/A	
L ₃	1.3 3/4" x 1.5" LVL	ACK STUDS - 4MS STUD	



1 FRAMING PLAN
1/8" = 1'-0"

WIDSETH
ARCHITECTS & ENGINEERS, P.C.
1000 W. 10TH STREET, SUITE 100
DENVER, CO 80202

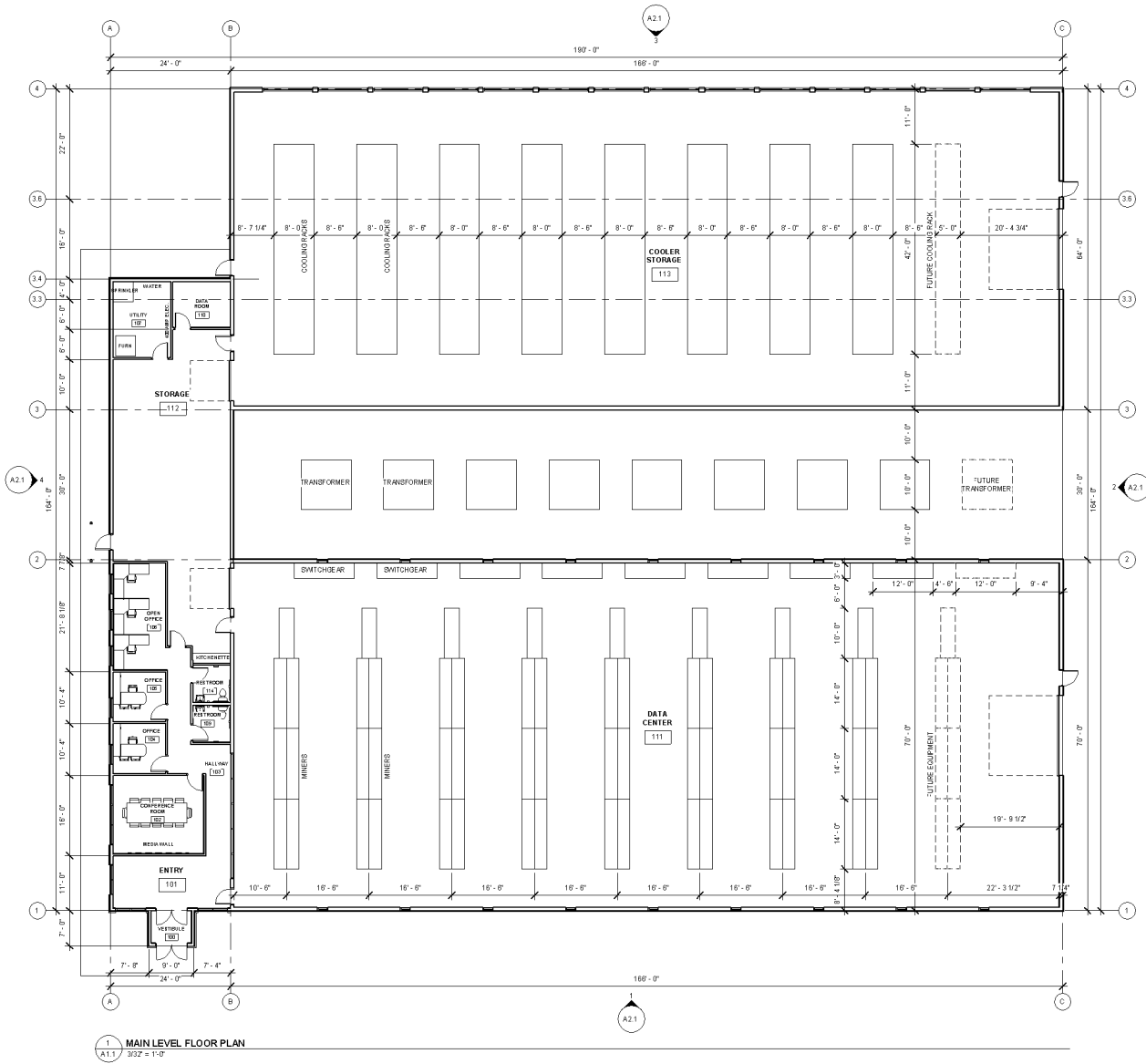
DRAWN BY: D.BEG
CHECKED BY: D.AN

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PROJECT ENGINEER: MM-DD-VV
DATE: MM-DD-YYYY

DATE	REV	REVISIONS DESCRIPTION

BLOCKMETRIX DATA CENTER
FRAMING PLAN

S2.10
PROJECT # 2024-12141

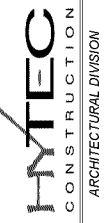


1 MAIN LEVEL FLOOR PLAN
A1.1 3/22 = 1'-0"

REVISIONS	

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

11465 BLISSNESS ST.
BROOKFIELD, WI 53001
PHONE 218-923-8529
FAX 218-923-5353
HYTEC CONSTRUCTION, INC.
LIC# MEC-20050548



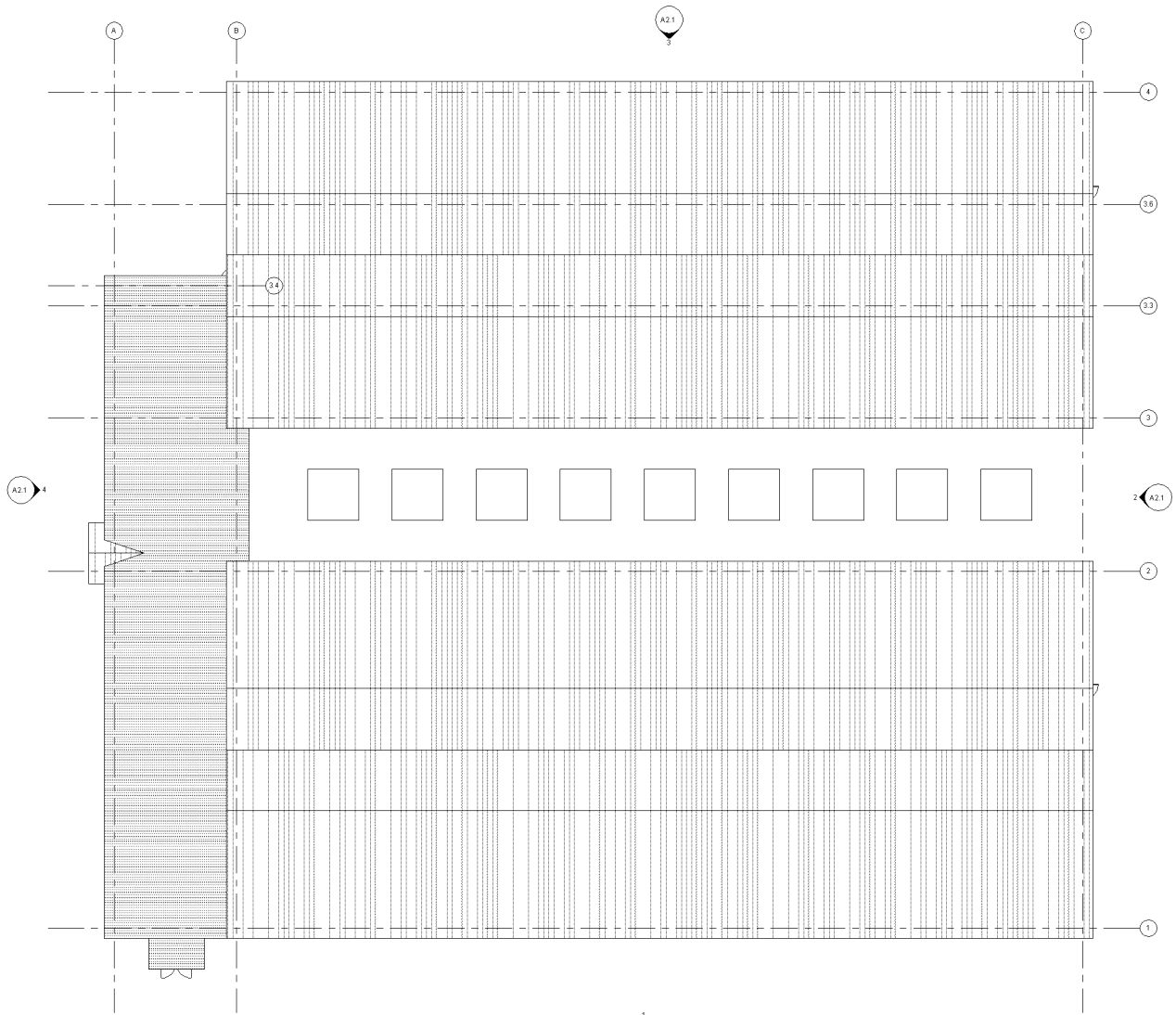
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MAIN FLOOR PLAN

PROJECT #	
DATE	1.30.25
SHEET	

A1.1

NOT FOR CONSTRUCTION

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1 ROOF PLAN
A1.2 / 302 - 1'-0"

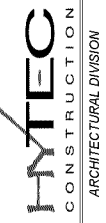
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11465 BURNING WOOD DRIVE
BROOKFIELD, WI 53001
PHONE 262.435.8529
FAX 262.435.8583
LIC # EC-20050548



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ROOF PLAN

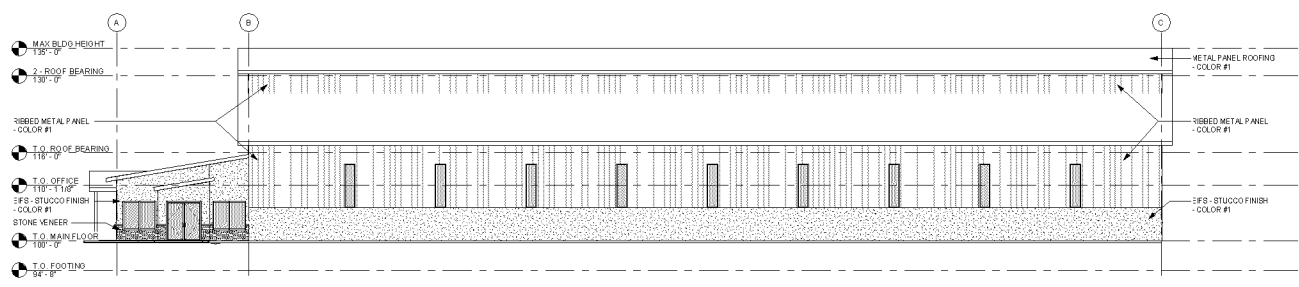
PROJECT #

DATE

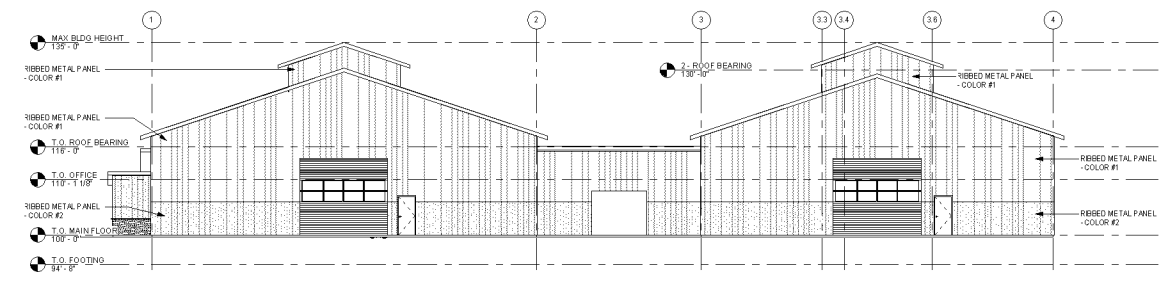
1.30.25

SHEET

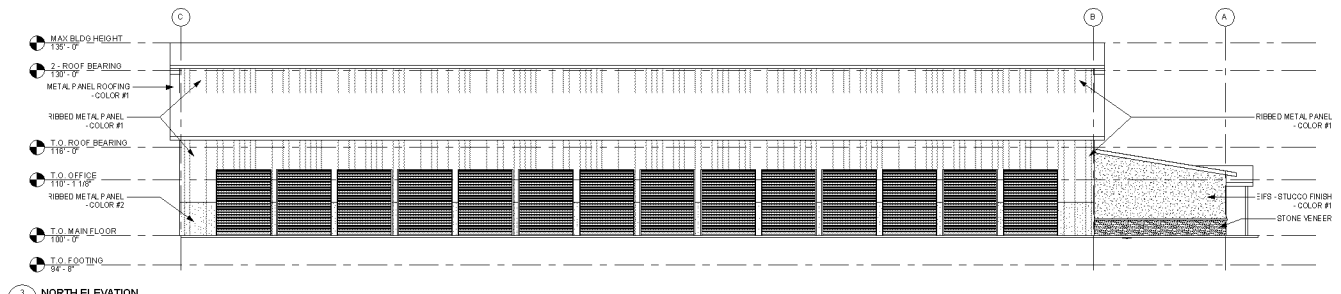
A1.2



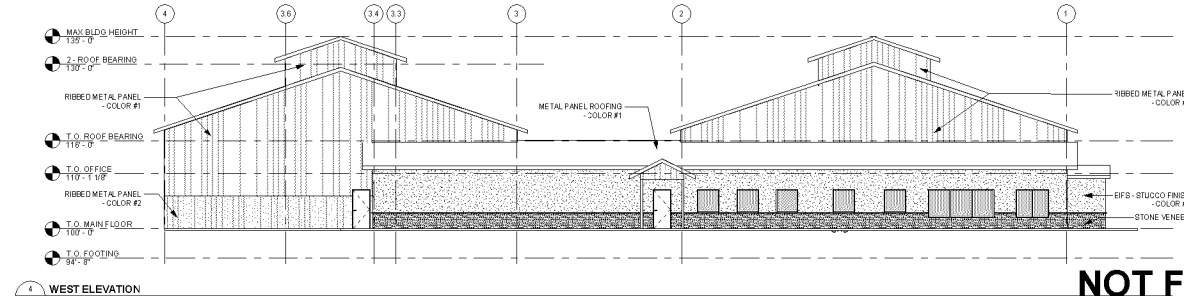
1 SOUTH ELEVATION
A21 3/32" = 1/8"



2 EAST ELEVATION
A21 3/32" = 1/8"



3 NORTH ELEVATION
A21 3/32" = 1/8"



4 WEST ELEVATION
A21 3/32" = 1/8"

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11005 BLISS AVE. SUITE 311
BRANDER, MN 56401
PHONE 218-923-8529
FAX 218-923-6383
www.hytec.com
LIC #EC-20050548

HYTEC
CONSTRUCTION
ARCHITECTURAL DIVISION

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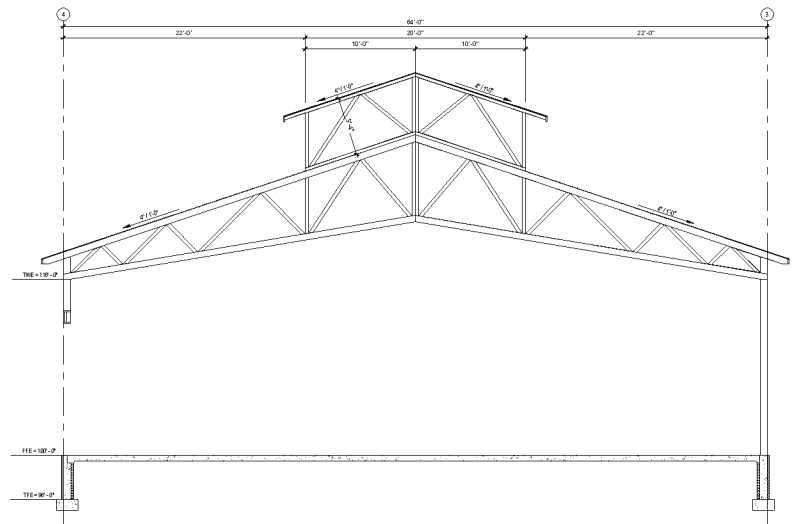
PROJECT #

DATE
1.30.25

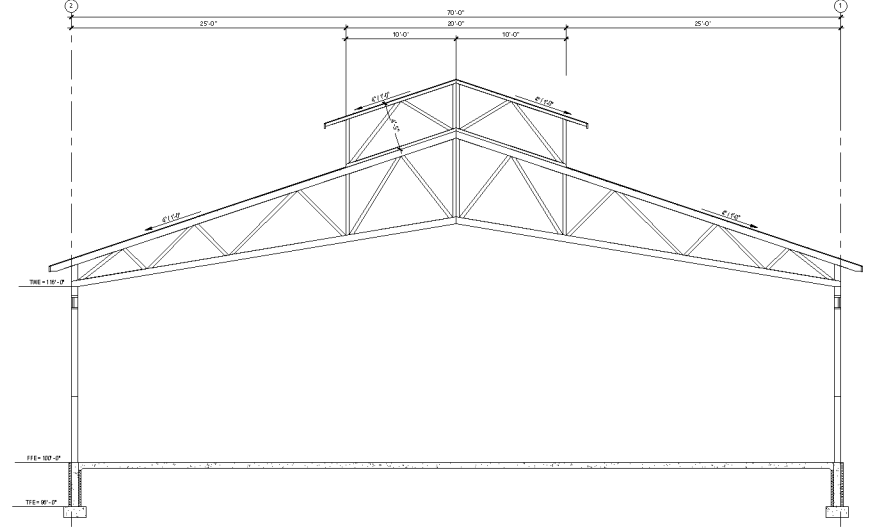
SHEET

A2.1

EXTERIOR ELEVATIONS



1 COOLER STORAGE SECTION
NTS



2 DATA CENTER SECTION
NTS

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ARCHITECTURAL ASSOCIATES, INC.
ARCHITECTS • ENGINEERS • SURVEYORS

DRAWN BY: D.E.B.G.
CHECKED BY: D.A.N.
PROJECT ENGINEER: [REDACTED]

I HEREBY CERTIFY THAT THIS REPORT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: MM-DD-YY
DATE: MM-DD-YY

DATE	REV#	REVISIONS DESCRIPTION

BLOCKMETRIX DATA CENTER
BUILDING SECTIONS

S3.10
PROJECT # 2024-12141

STRUCTURAL NOTES

- I. DESIGN CODES**
- INTERNATIONAL BUILDING CODE - 2018
 - MINNESOTA BUILDING CODE - 2018
 - AMERICAN CONCRETE INSTITUTE 318-11
 - ACI 308, SPECIFICATION FOR THE DESIGN & CONSTRUCTION OF ROAD BEARING CONCRETE MASONRY
- II. DESIGN LOADS**
- WIND LOAD:
 - EXPOSURE - C
 - DESIGN WIND SPEED, ULTIMATE = 115 MPH
 - RF CATEGORY - I
 - ROOF LOADS:
 - GROUND SNOW LOAD = 50 PSF
 $s = 10$
 $C_e = 1.0$
 - 1:1 SLOPED ROOF
 - ROOF SNOW LOAD = 30 PSF FLAT ROOF
 - ROOF SNOW LOAD = 40 PSF SLOPED ROOF (UNBALANCED)
 - DEAD LOAD (SUPERIMPOSED) = 30 PSF
 - FLOOR LOAD:
 - 100 PSF
 - DEAD LOAD (SUPERIMPOSED) = 100 PSF
 - STAIR, PUBLIC CORRIDORS, & LOBBIES LIVE LOAD
 - SEISMIC ZONE 1

- C. SPECIAL INSPECTION**
- OWNER SHALL EMPLOY A SPECIAL INSPECTION AGENCY TO PROVIDE INSPECTION DURING CONSTRUCTION IN ACCORDANCE WITH SECTION 1704 OF THE I.B.C. SPECIAL INSPECTOR TO PROVIDE FINAL SIGNED REPORT TO OWNER, BUILDING OFFICIAL, AND STRUCTURAL ENGINEER.
- THE FOLLOWING ITEMS REQUIRE SPECIAL INSPECTION:
- SOILS: SOIL COMPACTION AND VERIFICATION OF BEARING CAPACITY.
 - STEEL: PERIODIC INSPECTION OF HIGH STRENGTH BOLTS AND WELDING.
 - MASONRY: PERIODIC INSPECTION PER LEVEL 1.
 - CONCRETE: CONCRETE AND REINFORCEMENT PLACEMENT, CONCRETE STRENGTH, SLUMP, AIR TEST.

- II. SITE WORK**
- A. SOILS/RETAIN:**
- FOUNDATIONAL RETAINING AND BASEMENT WALL FOUNDATION DRAINAGE SLABS ON GRADE, AND OTHER ITEMS RELATED TO THE SOILS ARE DESIGNED AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RECOMMENDATIONS OF _____ REPORT NO. _____ DATE _____
 - DESIGN NET SOIL BEARING CAPACITY AS FOLLOWS:
 - SPREAD FOOTINGS = PPF
 - STEP FOOTINGS = PPF
 - CONTRACTOR TO MARK BOTTOM OF EXCAVATION INDICATED BY SOILS ENGINEER PRIOR TO CASTING FOOTINGS TO MEET SOIL BEARING CAPACITY.
 - MINIMUM BIRTH FROM EXTERIOR GRADE TO BOTTOM OF FOUND PERIMETER FOUNDATION SHALL BE 5'-0" ALL OPEN AIR FOUNDATIONS SHALL HAVE A MINIMUM OF 5'-0" OF PROTECTIVE PROTECTION.
 - BASIS: EVIDENT ON EACH SIDE OF WALLS IN UNITS TO A MINIMUM OF 98% OF THE MAXIMUM STANDARD PROCTOR DENSITY.
 - FOOTINGS TO BEAR ON UNDISTURBED, UNFROZEN SOIL. THE BELOW FOOTINGS SHALL BE PLACED 18" DEEP AND COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM STANDARD PROCTOR DENSITY.

III. CONCRETE

A. CONCRETE MATERIAL PROPERTIES

CONCRETE PROPERTIES	FC (PSI) - 28 DAYS	SLUMP (INCHES)
a. FOOTINGS, WALLS	3000 PSI	5" - 6"
b. INTERIOR SLAB ON GRADE	4000 PSI	5" - 6"
c. EXTERIOR SLAB ON GRADE	4000 PSI	5" - 6"

1. ALL EXTERIOR CONCRETE SHALL BE AIR ENHANCED TO GIVE THE CONCRETE AN AIR CONTENT OF 5% - 8% BY VOLUME.

2. CONCRETE MIX DESIGN AND PERFORMANCE DATA MUST BE SUBMITTED FOR APPROVAL ACCORDING TO ACI 318-11, SECTION 19.1. SEE SPECIFICATIONS FOR MORE INFORMATION.

B. REINFORCEMENT MATERIAL PROPERTIES

REINFORCEMENT MATERIAL PROPERTIES	BY AISI	ASTM
1. ALL BARS UNLESS NOTED	60	A603
2. WELDED WIRE FABRIC (SMOOTH)	65	A185

- C. CAST-IN-PLACE CONCRETE**
- ALL REINFORCING SHALL BE DETAIL, FABRICATED, AND PLACED ACCORDING TO ONE MANUAL OF STANDARD PRACTICE. PROVIDE CORNER BARS AT ALL WALLS, MATCH SIZE AND SPACING OF HORIZONTAL BARS IN WALL.
 - SLABS AND FOOTINGS TO BEAR ON COMPACTED, UNFROZEN SOIL.
 - PROVIDE SAW-CUT CONTROL JOINTS AT 10' O.C. E.W. OR AS INDICATED ON PLAN SHEETS. CUT TO BE 1/2" WIDE AND 1 1/2" DEEP. CUT TO BE MADE WITHIN 24 HOURS AFTER POURING SLAB.
 - THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT:
 - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH. MINIMUM COVER = 3 INCHES.
 - CONCRETE EXPOSED TO EARTH OR WEATHER:
 - THROUGH #11 BARS. MINIMUM COVER = 2 INCHES.
 - 5/8" AND SMALLER. MINIMUM COVER = 1 1/2 INCHES.
 - CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:
 - SLABS, WALLS. MINIMUM COVER = 3/4 INCHES.
 - BEAMS, COLUMNS:
 - PRIMARY REINFORCEMENT, TIES, STIRRUPS. MINIMUM COVER = 1 1/2 INCHES.
 - CONSTRUCTION JOINTS TO BE DOWELED OR KEYS. PROVIDE DETAIL TO ENGINEER FOR APPROVAL.

IV. STEEL

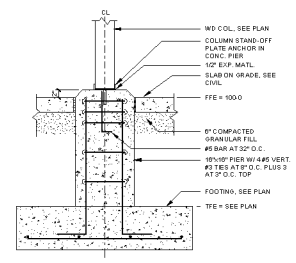
A. MATERIAL STRENGTHS

	F _y (PSI)	ASTM
1. STRUCTURAL SHAPES	50/60	A992
2. HIGH STRENGTH BOLTS, UNLESS NOTED	74/80	A325
3. ANCHOR BOLTS/TIE ROD STRENGTH	60/80	A307
4. WELDING ELECTRODES	E70XX	A133
5. THICK WELDING ELECTRODES	E80XX	A133
6. STRUCTURAL TUBES	46/60	A500, GRADE B
7. PLATES, ANGLES, ETC.	36/60	A36
8. HEADED STUDS	50/60	A306
9. CORROSION BOLTS SHALL BE HOT-DIP GALV. HIGH EQUIVALENT.		

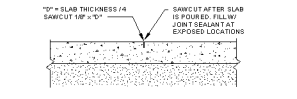
V. TIMBER

- 1. STRUCTURAL LUMBER**
- DESIGN AND CONSTRUCTION SHALL CONFORM TO THE NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION.
 - DIMENSIONAL LUMBER SHALL FOLLOWING MIN. VALUES: $F_b = 1000$ PSI, $F_c = 7.5$ x $E = 1,800,000$
 - CRITICAL DURATION OF LOAD FACTOR $C_d = 1.15$
 - ALL MEMBER SIZES GIVEN ON PLAN ARE NOMINAL DIMENSIONS. DRESSED SIZES LISTED IN AMERICAN SOFTWOOD LUMBER STANDARDS PS 20-19 SHALL BE ACCEPTED AS MINIMUM NET SIZES CORRECTING TO SUCH NOMINAL SIZES.
 - WOOD UNITS SHALL HAVE A FULL LENGTH OF BEARING AT EACH END UNLESS NOTED OTHERWISE.
 - ALL BEAMS AND JOISTS NOT BEARING ON SUPPORTING MEMBERS SHALL BE FRAMED WITH PREFABRICATED METAL JOIST HANGERS OF PROVED CAPACITY.
 - WOOD JOISTS SHALL BEAR ON THE FULL WIDTH OF SUPPORTING MEMBERS UNLESS NOTED OTHERWISE.
 - HANGING SHALL BE IN ACCORDANCE WITH THE I.B.C. AS A MINIMUM OR AS REQUIRED BY THE DRAWINGS. SPACE NAILS TO AVOID SPLITTING. NAILS SHALL BE CLINCHED.
 - UNGRADED KIEFER LUMBER (K1) SHALL BE EQUIVALENT TO THIS JOIST CORPORATION (J) = 1800 PSI, E = 1,000,000 PSI.
 - ALL LUMBER IN CONTACT WITH CONCRETE, MASONRY OR EARTH SHALL BE PRESERVE TREATED.
 - PLYWOOD SHEATHINGS SHALL BE MINIMUM 5 PILES AND RATED FOR LOADS AND SPANS AS INDICATED ON THE PLANS.
 - FASTENERS AND CONNECTORS IN CONTACT WITH PRESERVATIVE TREATED WOOD SHALL COMPLY WITH NDS-330 TABLES.

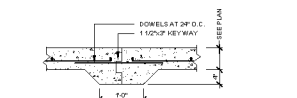
- 2. TRUSSES**
- THE DESIGN AND FABRICATION OF ALL TRUSSES SHALL CONFORM TO THE NATIONAL DESIGN SPECIFICATIONS FOR STRESS GRADE LUMBER AND IS GOVERNED BY NATIONAL FOREST PRODUCTS ASSOCIATION AND DESIGN SPECIFICATIONS FOR LIGHT METAL PLATE CONNECTED WOOD TRUSSES BY THE TRUSS PLATE INSTITUTE.
 - SEE BEARING LOADS APPLIED TO TRUSSES. CRITICAL DURATION OF LOAD FACTOR, $C_d = 1.15$. DEAD LOAD LISTED INCLUDES THE WEIGHT OF THE TRUSS.
 - THIS IS SUBJECT TO FINISH ALL BRACING, TRUSS TO BEAM CONNECTIONS, HEADS AND CHORD EXTENSIONS, ETC. AS NECESSARY TO PROVIDE A COMPLETE INSTALLATION.
 - PLACEMENT OF MECHANICAL UNITS AND HANGERS SUPPORTED BY ROOF TRUSSES IS SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER.
 - THE TRUSS MANUFACTURER IS RESPONSIBLE FOR AND SHALL SUBMIT SHOP DRAWINGS AND CALCULATIONS CERTIFIED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF THE PROJECT FOR ALL ELEMENTS AND MEMBERS DESIGNED BY THE TRUSS MANUFACTURER.
 - THE DESIGN OF TRUSS MEMBERS AND ELEMENTS SHOWN ON THE DRAWINGS ARE FOR THE IN-PLACE COMPLETED BUILDING. ALL LOADING CRITERIA AND VERIFICATION OF DESIGN FOR LOADING SUCH AS HANDLING, TRANSPORTATION, AND ERECTION ARE THE SOLE RESPONSIBILITY OF THE TRUSS MANUFACTURER.
 - ALL TRUSSES SHALL BE FASTENED TOP OF WALL WITH SIMPSON HURRICANE TIES OR EQUAL.



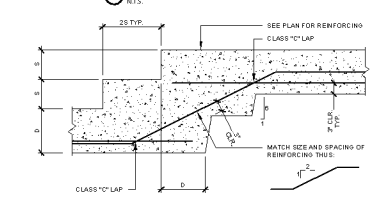
6 CIP PIER AT WOOD COLUMN
NTS



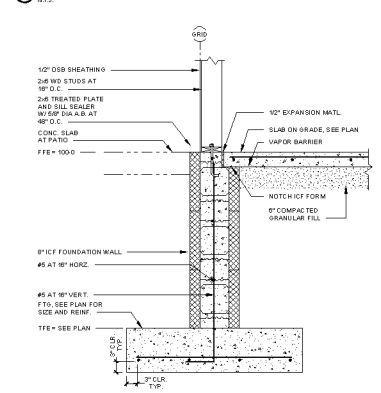
7 CONTROL JOINT
NTS



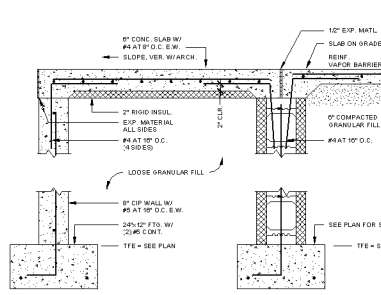
8 CONSTRUCTION JOINT
NTS



9 STEP FTG. AT CMU / CIP FOUNDATION
NTS



10 ICF FOUNDATION AT STUD WALL
NTS



11 CIP STOOP AT ICF FOUNDATION WALL
NTS

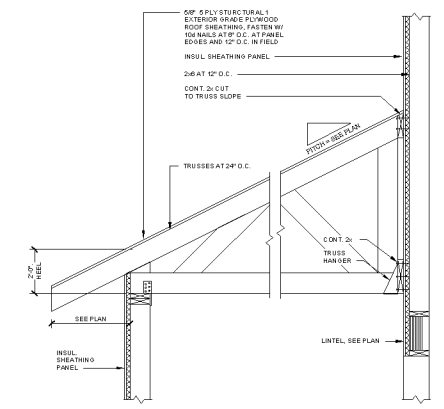
WIDSETH
ARCHITECTS + ENGINEERS - SEICEN/PS/TS - SURVEYORS

DRAWN BY: D.EEG
CHECKED BY: D.AN
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PROJECT ENGINEER: MM-DD-YY
DATE: MM-DD-YYYY

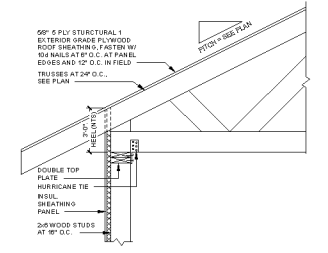
DATE	REV	REVISIONS DESCRIPTION

BLOCKMETRIX DATA CENTER
STRUCTURAL NOTES AND FOUNDATION DETAILS

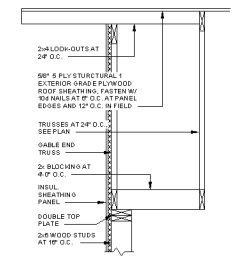
S4.10
PROJECT # 2024-1241



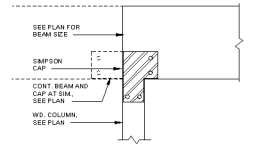
1 MONO-SLOPE TRUSS FRAMING AT ENTRY
3/4" = 1'-0"



2 ROOF TRUSS FRAMING AT BRG. WALL
N.T.S.



3 ROOF TRUSS FRAMING AT GABLE-END
N.T.S.



4 WOOD COLUMN WOOD BEAM SUPPORT
N.T.S.

WIDSETH
ARCHITECTS
ANOKA • MINNETONKA • SICKLEWATER • SUDBURY • VICKERS

DRAWN BY: D.EEG
CHECKED BY: DAN
PROJECT ENGINEER: [Signature]
DATE: MM-DD-YY

DATE	REV#	REVISIONS DESCRIPTION

BLOCKMETRIX DATA CENTER
FRAMING DETAILS

S5.10
PROJECT # 2024-12141

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As the physical properties have been entered manually, please check the compatibility of the materials in contact with the fluid. The thermodynamical performance of the unit is a theoretical calculation based upon the physical properties entered. The fluid must be Newtonian and 100% liquid. Please make sure the PED fluid group does correspond to the fluid used.

BASIC DATA

Capacity [kW]	2,717.49	Fluid outlet [°C]	25.0	Coils x Sections x Circuits	2 x 2 x 90 (Total circuits X: 360)
Volume flow rate [gpm]	958	Pressure drop [kPa]	200	Passes (per coil)	2 (Same ends)
Fluid	User defined fluid	Ambient [°C]	17.3	Operation mode	EC
	Rosseau_40C	Rel. humidity [%] ⁽⁸⁾	56.0		
Fluid inlet [°C]	50.0				

USER DEFINED FLUID PARAMETERS

Reference temperature	37.5 °C	Density	791.90 kg/m³	Prandtl number	119.84087
Dynamic viscosity	0.007919 Pas	Kinematic viscosity	10.0 mm²/s	Specific heat	2.27 kJ/kgK
Heat conductivity	0.15 W/mK	Solidification temperature ⁽⁹⁾	-13.5 °C	Flash point ⁽¹⁰⁾	154.0 °C

AIR DATA

Air volume flow	598,202 m³/h
Fans in stand-by	-
Ext. static pressure	0 Pa
Altitude	0 m
Air outlet temp.	31.1 °C
Coil direction	V-Bank
Air direction	Vertical

HEAT EXCHANGER

Surface	12,197 m²
Fin spacing	2.1 mm (12 FPI)
Internal volume	1,973.4 dm³
Int. fluid velocity	0.88 m/s
Max. operating pressure ⁽¹⁾	10 bar

MATERIALS

Tubes	Copper
Fins	Alu
Casing	Galvanised steel
Finish	Painted RAL 7032 (Pebble Grey)
Corrosion class	-

FAN(S)

22 PIECE(S) : 480V/3PH/60HZ;IP55

Fan diameter	910 mm
Range of temp.	-40.0 to 60.0 °C
Mean sound power LwA ⁽²⁾	101 dB(A)

SOUND POWER SPECTRUM

Sound power spectrum 125 Hz	- dB
Sound power spectrum 250 Hz	- dB
Sound power spectrum 500 Hz	- dB
Sound power spectrum 1 kHz	- dB

FAN SET SERIAL PLATE DATA (PER FAN) ⁽³⁾

Speed	1050 rpm
Power nominal	3,200 W
Starting current	6.9 A

Mean sound pressure LpA (10m) ⁽²⁾	68 dB(A)
Horizontal sound pressure LpA (10m)	66 dB(A)

Sound power spectrum 2 kHz	- dB
Sound power spectrum 4 kHz	- dB
Sound power spectrum 8 kHz	- dB

Full load current	4.9 A
-------------------	-------

SELECTED SPEED DATA (PER FAN) ⁽³⁾

Speed	1050 rpm
Power input	2,907 W
Operating current	4.5 A
Control voltage EC	10 V

CONNECTIONS

Connections in/out	8 x 100 mm
Ends	Same ends
Type	Flange

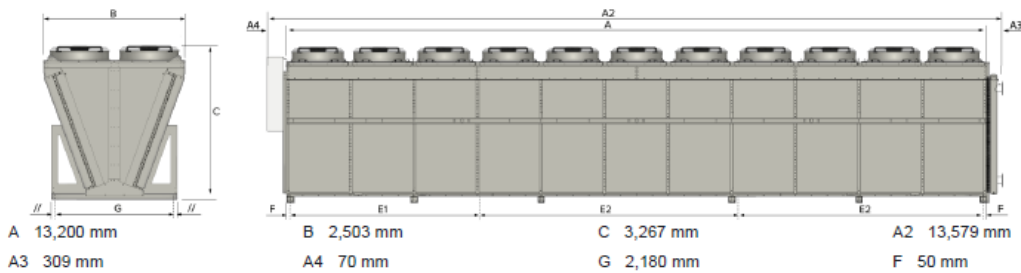
WEIGHT ⁽⁴⁾

Dry weight	7,659 kg
Weight incl. fluid	9,222 kg

REGULATION(S)

ErP	2015
Energy efficiency class (2015)	
PED Category	0

DIMENSIONS ⁽⁴⁾



OPTIONS AND ACCESSORIES (EXCL. VAT)

CATEGORY	OPTION GROUP	ITEM
Coil	016.9	Connections 8 x Flanges, 100 mm
Coil	018.1	Tube Viscous fluid optimized tubes 3.2
Accessories	371.7	Controller Kelvion-Controls Digital Modbus + BACnet (programmable controller, incl. contactors or motorstarters, second Modbus interface, BACnet license)

Subject to modifications.

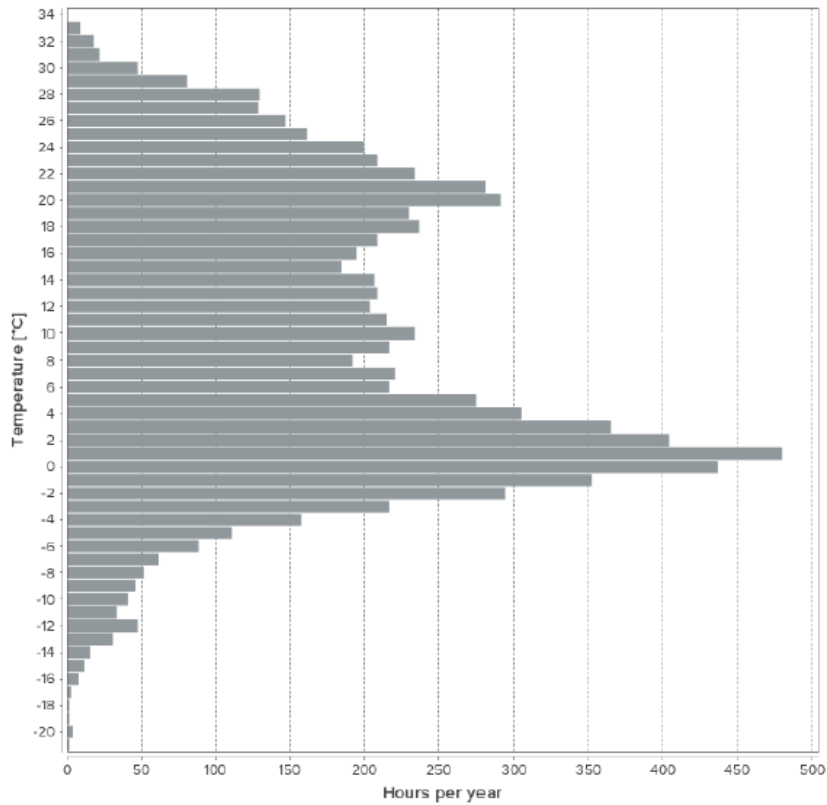
Any data or other information in this selection software shall be deemed to be a general description of product properties and shall not be binding upon Kelvion. Binding product specifications may be agreed by Kelvion in bids, proposals, tenders or other offers issued in response to inquiries or calls for tenders or other invitations to bid.

Notes

- (1) Classification acc. to EU Pressure Equipment Directive: Category "0" when fluid group "2" at max. allowable pressure of PS = 10 bar.
- (2) Figures derived according to EN 13487. Sound pressure level given is mean value free field over reflective plain. Tolerances: ± 2 dB (global) / ± 5 dB (octave band). These values can be affected by the site environment.
- (3) The current consumption can vary depending on air density and mains voltage.
- (4) Weights and dimensions do not apply to all possible variants.
- (5) If frequency converters are used for speed control, please take into account the guidelines of the fan-set manufacturer.
- (6) The use of low speed fans in combination with phase control can cause humming noise.
- (7) Kelvion will define the production site depending e.g. on type series, execution and location.

AVERAGE CONSUMPTIONS WITHIN TEMPERATURE SECTIONS

Frequency of the temperature ranges of the year 2020



INTAKE TEMPERATURE [°C]	TOTAL HEAT REJECTION [KW]	FLUID [°C]		FANS POWER INPUT [KW]	QTY HOURS
		FLUID INLET	FLUID OUTLET		
TEMP. FROM – TO	AT UNIT	FLUID INLET	FLUID OUTLET		
-21.0 – -20.0	2,720.00	50.0	25.0	0.51	2
-20.0 – -19.0	2,720.00	50.0	25.0	0.54	4
-19.0 – -18.0	2,720.00	50.0	25.0	0.56	2
-18.0 – -17.0	2,720.00	50.0	25.0	0.58	2
-17.0 – -16.0	2,720.00	50.0	25.0	0.64	3
-16.0 – -15.0	2,720.00	50.0	25.0	0.66	8
-15.0 – -14.0	2,720.00	50.0	25.0	0.70	12
-14.0 – -13.0	2,720.00	50.0	25.0	0.74	16
-13.0 – -12.0	2,720.00	50.0	25.0	0.78	31
-12.0 – -11.0	2,720.00	50.0	25.0	0.82	48

INTAKE TEMPERATURE [°C]	TOTAL HEAT REJECTION [KW]	FLUID [°C]		FANS POWER INPUT [KW]	QTY HOURS
TEMP. FROM – TO	AT UNIT	FLUID INLET	FLUID OUTLET		
-11.0 – -10.0	2,720.00	50.0	25.0	0.87	34
-10.0 – -9.0	2,720.00	50.0	25.0	0.93	41
-9.0 – -8.0	2,720.00	50.0	25.0	0.99	46
-8.0 – -7.0	2,720.00	50.0	25.0	1.06	52
-7.0 – -6.0	2,720.00	50.0	25.0	1.13	62
-6.0 – -5.0	2,720.00	50.0	25.0	1.21	89
-5.0 – -4.0	2,720.00	50.0	25.0	1.30	111
-4.0 – -3.0	2,720.00	50.0	25.0	1.40	158
-3.0 – -2.0	2,720.00	50.0	25.0	1.52	217
-2.0 – -1.0	2,720.00	50.0	25.0	1.65	294
-1.0 – 0.0	2,720.00	50.0	25.0	1.79	352
0.0 – 1.0	2,720.00	50.0	25.0	1.96	437
1.0 – 2.0	2,720.00	50.0	25.0	2.15	480
2.0 – 3.0	2,720.00	50.0	25.0	2.38	404
3.0 – 4.0	2,720.00	50.0	25.0	2.64	365
4.0 – 5.0	2,720.00	50.0	25.0	2.95	305
5.0 – 6.0	2,720.00	50.0	25.0	3.31	275
6.0 – 7.0	2,720.00	50.0	25.0	3.77	217
7.0 – 8.0	2,720.00	50.0	25.0	4.33	221
8.0 – 9.0	2,720.00	50.0	25.0	5.00	192
9.0 – 10.0	2,720.00	50.0	25.0	5.91	217
10.0 – 11.0	2,720.00	50.0	25.0	7.04	234
11.0 – 12.0	2,720.00	50.0	25.0	8.63	215
12.0 – 13.0	2,720.00	50.0	25.0	10.94	204
13.0 – 14.0	2,720.00	50.0	25.0	13.92	209
14.0 – 15.0	2,720.00	50.0	25.0	18.91	207

INTAKE TEMPERATURE [°C]	TOTAL HEAT REJECTION [KW]	FLUID [°C]		FANS POWER INPUT [KW]	QTY HOURS
TEMP. FROM – TO	AT UNIT	FLUID INLET	FLUID OUTLET		
15.0 – 16.0	2,720.00	50.0	25.0	26.70	185
16.0 – 17.0	2,720.00	50.0	25.0	45.04	195
17.0 – 18.0	2,720.00	50.3	25.3	63.95	209
18.0 – 19.0	2,720.00	51.3	26.3	63.95	237
19.0 – 20.0	2,720.00	52.3	27.3	63.95	230
20.0 – 21.0	2,720.00	53.3	28.2	63.95	291
21.0 – 22.0	2,720.00	54.3	29.2	63.95	281
22.0 – 23.0	2,720.00	55.3	30.2	63.95	234
23.0 – 24.0	2,720.00	56.3	31.2	63.95	209
24.0 – 25.0	2,720.00	57.3	32.2	63.95	200
25.0 – 26.0	2,720.00	58.2	33.2	63.95	162
26.0 – 27.0	2,720.00	59.3	34.2	63.95	147
27.0 – 28.0	2,720.00	60.3	35.3	63.95	129
28.0 – 29.0	2,720.00	61.2	36.2	63.95	130
29.0 – 30.0	2,720.00	62.2	37.2	63.95	81
30.0 – 31.0	2,720.00	63.3	38.2	63.95	48
31.0 – 32.0	2,720.00	64.2	39.2	63.95	22
32.0 – 33.0	2,500.00	62.6	39.6	63.95	18
33.0 – 34.0	2,500.00	63.5	40.5	63.95	9
34.0 – 35.0	2,500.00	64.2	41.2	63.95	1
Total	-	-	-	206,871.0 kWh	8,784 h

From: [Daniel Koff](#)
To: [James Kramvik](#); [Clark Swanson](#)
Subject: RE: DB specs
Date: Thursday, September 12, 2024 3:48:46 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

*** **Warning:** External sender, use extreme caution with attachments and links ***

Hi James,

Yes, you are correct. This product documentation and these sound metrics belong to the 22-Fan Dry Cooler from Kelvion.

Best Regards,
Dan

From: James Kramvik <jkramvik@ci.brainerd.mn.us>
Sent: Thursday, September 12, 2024 3:32 PM
To: Daniel Koff <Dan@rosseau.io>; Clark Swanson <clark@blockmetrix.com>
Subject: RE: DB specs

Thank you Dan, this is for one entire unit consisting of 22 fans correct?

Regards,
James Kramvik



James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Daniel Koff <Dan@rosseau.io>
Sent: Thursday, September 12, 2024 3:30 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>; Clark Swanson <clark@blockmetrix.com>
Subject: RE: DB specs

*** **Warning:** External sender, use extreme caution with attachments and links ***

Hi James,

Nice to connect with you.

Per Kelvion's product documentation: the mean sound pressure is 68dB(A) at 10 meters which is about 33 feet.

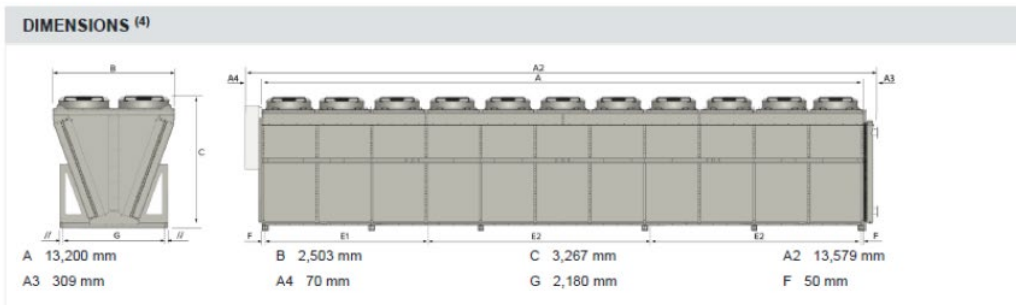
Here's a snippet (below) from Kelvion's product documentation for easy review with the sound pressure number underlined in red. The complete product document is also attached.

Mean sound pressure LpA (10m) ⁽²⁾	68 dB(A)	Sound power spectrum 2 kHz	- dB	Full load current	4.9 A
Horizontal sound pressure LpA (10m)	66 dB(A)	Sound power spectrum 4 kHz	- dB	SELECTED SPEED DATA (PER FAN) ⁽³⁾	
		Sound power spectrum 8 kHz	- dB	Speed	1050 rpm
				Power input	2,907 W
				Operating current	4.5 A
				Control voltage EC	10 V

CONNECTIONS	
Connections in/out	8 x 100 mm
Ends	Same ends
Type	Flange

WEIGHT ⁽⁴⁾	
Dry weight	7,659 kg
Weight incl. fluid	9,222 kg

REGULATION(S)	
ErP	2015
Energy efficiency class (2015)	
PED Category	0



Let me know if you require anything further and I'll be glad to assist. Feel free to give me a call if that's more convenient for you, James.

Best Regards,
Dan

Daniel Koff
Co-Founder & COO
Rosseau Immersion
M: 415-609-0220

From: James Kramvik <jkramvik@ci.brainerd.mn.us>
Sent: Thursday, September 12, 2024 3:22 PM
To: Clark Swanson <clark@blockmetrix.com>
Cc: Daniel Koff <Dan@rosseau.io>
Subject: RE: DB specs

Hi Dan,

Could you please provide me with data that shows dB levels of the outdoor coolers. 8 units are proposed for the project in Brainerd. I am hoping to get something that would provide evidence of what one of the eight cooling units operates at.

Regards,
James Kramvik



James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Clark Swanson <clark@blockmetrix.com>
Sent: Thursday, September 12, 2024 3:17 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Cc: Daniel Koff <dan@rosseau.io>

Subject: DB specs

*** **Warning:** External sender, use extreme caution with attachments and links ***

Hi James,

I wanted to introduce you to Dan Koff from Rosseau Systems. Dan can provide you with the dB levels of the fans specifications for our project.

Best regards,
Clark



Clark Swanson
CEO
[3238992518](tel:3238992518)
clark@blockmetrix.com
blockmetrix.com

EXECUTION COPY

PURCHASE AND DEVELOPMENT CONTRACT

By and Between

BRAINERD ECONOMIC DEVELOPMENT AUTHORITY

and

VCV DIGITAL INFRASTRUCTURE MINNESOTA LLC

Dated as of: March 3, 2022

This document was drafted by:
KENNEDY & GRAVEN, Chartered
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402
Telephone: 612-337-9300

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PURCHASE AND DEVELOPMENT CONTRACT

THIS AGREEMENT, made on or as of the 3rd day of March, 2022, by and between BRAINERD ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the laws of Minnesota (the “Authority”), and VCV DIGITAL INFRASTRUCTURE MINNESOTA LLC, a Delaware limited liability company (“Developer”).

WITNESSETH:

WHEREAS, the Authority was created pursuant to Minnesota Statutes, Sections 469.090 to 469.1081 (the “Act”) and was authorized to transact business and exercise its powers by a resolution of the City Council of the City of Brainerd, Minnesota (the “City”); and

WHEREAS, the City has undertaken a program to promote economic development and job opportunities and to promote the development of land which is underutilized within the City, and in this connection created a development project known as the Development District No. 2 (“Development District”) for the development of its industrial park pursuant to Minnesota Statutes, Sections 469.124 to 469.134 (the “Development District Act”); and

WHEREAS, by resolution dated December 6, 2021, the City Council transferred control, authority and operation of the Development District to the Authority, which currently administers the Development District; and

WHEREAS, pursuant to the Act and the Development District Act, the Authority is authorized to acquire real property, or interests therein, and to undertake certain activities to facilitate the Development of real property by private enterprise; and

WHEREAS, the Authority has expanded the geographic boundaries of the Development District to include certain property described in Schedule A (the “Development Property”), and intends to convey that property to Developer, in connection with Developer’s proposal to develop a cryptocurrency mining facility on the Development Property, as more fully described herein (the “Minimum Improvements”); and

WHEREAS, the Authority believes that the development of the Development Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Project has been undertaken.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

“Act” means Minnesota Statutes, Sections 469.090 to 469.1081, as amended.

“Agreement” means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Authority” means the Brainerd Economic Development Authority, or any successor or assign.

“Authority Representative” means the Executive Director of the Authority, or any person designated by the Executive Director to act as the Authority Representative for the purposes of this Agreement.

“Certificate of Completion” means the certification provided to Developer, or the purchaser of any part, parcel or unit of the Development Property, pursuant to Section 4.4 of this Agreement.

“City” means the City of Brainerd, Minnesota.

“Closing” has the meaning provided in Section 3.3(b) hereof.

“Construction Plans” means the plans, specifications, drawings and related documents on the construction work to be performed by Developer on the Development Property which (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the appropriate building officials of the City, and (b) shall include at least the following for each building: (1) site plan; (2) foundation plan; (3) cross sections of floor plan (length and width); (4) elevations (all sides); (5) landscape plan; and (6) such other plans or supplements to the foregoing plans as the Authority may reasonably request to allow it to ascertain the nature and quality of the proposed construction work.

“County” means the County of Crow Wing, Minnesota.

“Developer” means VCV Digital Infrastructure Minnesota LLC or its permitted successors and assigns.

“Development District” means the Authority’s Development District No. 2.

“Development Program” means the Authority’s Development Program for the Development District, as amended.

“Development Property” means the real property so described in Schedule A attached hereto.

“Event of Default” means an action by Developer listed in Article IX of this Agreement.

“Holder” means the owner of a Mortgage.

“Minimum Improvements” means the construction on the Development Property of the improvements generally described on Schedule D, attached hereto and incorporated herein.

“Mortgage” means any mortgage made by Developer which is secured, in whole or in part, with the Development Property, and any modification, supplement, extension, renewal or amendment thereof.

“State” means the State of Minnesota.

“Tax Official” means any County assessor; County auditor; County or State board of equalization, the commissioner of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

“Title Company” means a title company selected by Developer and reasonably acceptable to the Authority.

"Unavoidable Delays" means unexpected delays which are the direct result of: (i) adverse weather conditions, (ii) shortages of materials, (iii) strikes, other labor troubles, (iv) fire or other casualty to the Minimum Improvements, (v) litigation commenced by third parties which, by injunction or other judicial action, directly results in delays, (vi) acts of any federal or state governmental unit, including legislative and administrative acts, (vii) approved changes to the Construction Plans that result in delays (viii) delays caused by the discovery of any adverse environmental condition on or within the Development Property to the extent reasonably necessary to comply with federal and state environmental laws, regulations, orders or agreements, (ix) delay in the issuance of any license or permit by any governmental entity, provided application therefor is timely made and diligently pursued by Developer and (x) any other cause or force majeure beyond the control of Developer which directly results in delays.

“Utility Agreement” means that certain agreement for the purchase of electric power to be entered into by the Developer and the City, acting through its Brainerd Public Utility, which Utility Agreement is fully incorporated into this Agreement.

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the Authority. The Authority makes the following representations as the basis for the undertaking on their part herein contained:

(a) The Authority is an economic development authority duly organized and existing under the laws of the State. Under the provisions of the Act, the Authority has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The activities of the Authority are undertaken to foster the development of certain real property which for a variety of reasons is presently underutilized, to create increased tax base and employment in the City, and to stimulate further development of the Development District as a whole.

(c) The Authority will cooperate with the Developer in facilitating any Developer requests for land use approvals, including conditional use permits and rezoning, necessary for the construction of the Minimum Improvements.

Section 2.2. Representations and Warranties by Developer. Developer represents and warrants that:

(a) Developer is a limited liability company duly organized and in good standing under the laws of the State of Delaware, is not in violation of any provisions of its articles of organization or, to the best of its knowledge, the laws of the State, is duly authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

(b) If the Developer acquires the Development Property in accordance with this Agreement, the Developer will construct, operate and maintain the Minimum Improvements in accordance with the terms of this Agreement, the Development Plan and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(c) Developer has received no written notice or communication from any local, state or federal official that the activities of Developer or the Authority in the Development District would be in violation of any environmental law or regulation (other than those notices or communications of which the Authority is aware). Developer is aware of no facts the existence of which would cause the Development Property to be in violation of or give any person a valid claim under any local, state or federal environmental law, regulation or review procedure.

(d) After Closing, Developer will construct, or cause to be constructed, the Minimum Improvements in accordance with all applicable local, state or federal energy-conservation laws or regulations.

(e) Developer will timely apply for and diligently pursue all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed, subject to the terms of this Agreement.

(f) To the best of Developer’s knowledge and belief, as of the date hereof, neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any partnership or company restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III

Conveyance of Development Property

Section 3.1. Status of the Development Property.

(a) As of the date of this Agreement, the City owns the real property described in Schedule A to this Agreement (the “Development Property”). The City has approved the conveyance of the Development Property to the Authority concurrently with the conveyance of the Development Property by the Authority to the Developer, and the Authority will convey title to and possession of the Development Property to Developer, subject to all the terms and conditions of this Agreement.

(b) On or before Closing, subject to all the terms and conditions of this Agreement, the Developer shall prepare and use its commercially reasonable efforts to obtain all necessary land use approvals for construction of the Minimum Improvements on the Development Property, at the Developer’s cost and subject to all City ordinances and procedures and otherwise reasonably acceptable to the Developer.

Section 3.2. Purchase Price. The purchase price to be paid to the Authority by Developer in exchange for the conveyance of the Development Property shall be \$227,815 (the “Purchase Price”). The Purchase Price represents a fair market value of the Development Property, with \$49,761 of the Purchase Price allocated to the land and \$178,054 to the costs of infrastructure previously constructed by the Authority. The Purchase Price shall be due and payable by the Developer at Closing.

Section 3.3. Conditions of Conveyance.

(a) The Authority shall convey title to and possession of the Development Property to the Developer at Closing by quit claim deed substantially in the form set forth on Schedule B to this Agreement (the “Deed”). The Authority's obligation to convey the Development Property to the Developer, and Developer’s obligation to purchase the Development Property, is subject to satisfaction of the following terms and conditions:

(1) The Authority having approved Construction Plans for the Minimum Improvements in accordance with Section 4.2.

(2) The Developer having secured financing for the acquisition of the Development Property and the construction of the Minimum Improvements and Authority having approved such financing in accordance with Article VII hereof, and the Developer having closed on such financing at Closing.

(3) There is no uncured Event of Default by Developer under this Agreement.

(4) The Developer having reviewed and approved (or waived objections to) title to the Development Property as set forth in Section 3.5 hereof.

(5) The Developer having reviewed and approved (or waived objections to) soil and environmental conditions as set forth in Section 3.6.

(6) The Developer having negotiated and executed the Utility Agreement with the City acting through its Brainerd Public Utility (“BPU”) regarding the purchase of electrical power sufficient for the Developer’s operations on the Development Property.

Conditions (1) and (3) are solely for the benefit of the Authority, and may be waived by the Authority. Conditions (4) and (5) are solely for the benefit of the Developer, and may be waived by the Developer. Conditions (2) and (6) are for the benefit of both the Authority and the Developer and may only be waived by both parties. Developer shall have a period of one hundred eighty (180) days from the date of this Agreement (the “Due Diligence Period”) to perform due diligence on the Development Property, including physical and title inspections, and to satisfy itself with the condition thereof, including satisfaction of the conditions set forth in Section 3.3(a), in Developer’s sole and absolute discretion. Developer may terminate this Agreement at any time prior to expiration of the Due Diligence Period upon written notice to the Authority. Upon satisfaction of the conditions set forth in Section 3.3(a) and Developer having satisfied itself with the condition of the Development Property in its sole discretion, Developer shall issue a written notice to the Authority that Developer wishes to proceed with Closing (the “Notice to Proceed”) upon the terms and conditions of this Agreement. If the Authority has not received the Notice to Proceed on or before expiration of the Due Diligence Period or the conditions in Section 3.3(a) have not been satisfied or affirmatively waived in writing accordingly, then this Agreement shall terminate and the parties shall have no further liability or obligation to the other, except for the Developer’s obligations under Section 3.9 hereof.

(b) The closing on conveyance of the Development Property from the Authority to the Developer (“Closing”) shall occur on the date that is ten (10) days after Authority’s receipt of the Notice to Proceed from Developer.

Section 3.4. Place of Document Execution, Delivery and Recording.

(a) Unless otherwise mutually agreed by the Authority and Developer, the execution and delivery of all deeds, documents and the payment of any purchase price shall be made at the offices of the Title Company or such other location to which the parties may agree.

(b) The deed shall be in recordable form and shall be promptly recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Closing. At Closing, Developer shall pay: all recording costs, including state deed tax, in connection with the conveyance of the Development Property; costs of recording any instruments used to clear title encumbrances; title insurance commitment fees and premiums, if any; and title company closing fees, if any. The parties agree and understand that the Development Property is exempt from property taxes for taxes payable in 2022.

Section 3.5. Title.

(a) As soon as reasonably practical after the date of this Agreement, the Developer shall obtain a commitment for the issuance of a policy of title insurance (“Title Commitment”) for the Development Property. At least sixty (60) days prior to expiration of the Due Diligence Period, Developer shall review the state of title to the Development Property and obtain a survey of the Development Property and may provide the Authority with a list of written objections to such title and survey. Upon receipt of the Developer’s list of written objections, the Authority shall proceed in good faith and with all due diligence to attempt to cure the objections made by the Developer. In the event that the Authority has failed to cure objections within sixty (60) days after its receipt of the Developer’s list of such objections, the Developer may (i) by the giving of written notice to the Authority terminate this Agreement, upon the receipt of which this Agreement shall be null and void and neither party shall have any liability hereunder, other than the Developer’s obligations under Section 3.9 hereof; or (ii) waive any title objections and proceed to closing. The Authority shall have no obligation to take any action to clear defects in the title to the Development Property, other than the good faith efforts described above.

(b) The Authority shall take no actions to encumber title to the Development Property between the date of this Agreement and the time the deed is delivered to the Developer. The Authority expressly agrees that it will not cause or permit the attachment of any mechanics, attorneys, or other liens to the Development Property prior to Closing. Upon Closing, the Authority is obligated to pay all costs to discharge any encumbrances to the Development Property attributable to actions of the Authority, its employees, officers, agents or consultants, including without limitation any architect, contractor and or engineer.

(c) The Developer shall take no actions to encumber title to the Development Property between the date of this Agreement and the time the deed is delivered to the Developer. The Developer expressly agrees that it will not cause or permit the attachment of any mechanics, attorneys, or other liens to the Development Property prior to Closing. Notwithstanding termination of this Agreement prior to Closing, Developer is obligated to pay all costs to discharge any encumbrances to the Development Property attributable to actions of Developer, its employees, officers, agents or consultants, including without limitation any architect, contractor and or engineer of Developer.

Section 3.6. Soils, Environmental Conditions.

(a) Before closing on conveyance of the Development Property from the Authority to the Developer, Developer may enter the Development Property and conduct any environmental or soils

studies deemed necessary by the Developer. If Developer determines that hazardous waste or other pollutants as defined under federal and state law exist on the property, or that the soils are otherwise unsuitable for construction of the Minimum Improvements, Developer may at its option terminate this Agreement by giving written notice to the Authority on or prior to the expiration of the Due Diligence Period, upon receipt of which this Agreement shall be null and void and neither party shall have any liability hereunder, except for the Developer's obligations under Section 3.9 hereof.

(b) The Developer acknowledges that the Authority makes no representations or warranties as to the condition of the soils on the Development Property or its fitness for construction of the Minimum Improvements or any other purpose for which the Developer may make use of such property.

Section 3.7. Representations and Warranties Regarding Development Property.

(a) The Authority has not received any notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Development Property.

(b) To the best of the Authority's knowledge, no hazardous substances are located on or have been stored, generated, used, processed or disposed of on or released or discharged from (including ground water contamination) the Development Property and no above or underground storage tanks exist on, or have been removed from, the Development Property.

(c) No litigation or proceedings are pending or, to the best of Authority's knowledge, contemplated, threatened or anticipated, relating to the Development Property, or any portion thereof.

(d) Authority has no knowledge of any unrecorded agreements, undertakings or restrictions which affect the Development Property. There are no tenants, persons or entities occupying any portion of the Development Property and no claim exists against any portion of the Development Property by reason of adverse possession or prescription.

(e) To the best of Authority's knowledge: (i) there is no assessment payable in annual installments, or any part thereof, which has become a lien on the Development Property; and (ii) there is no obligation with respect to the Development Property for any assessment, annexation fee, payment, donation or the like, other than general real estate taxes, for schools, parks, fire departments or any other public facilities which are required to be made by the owner of the Development Property.

(f) To the best of Authority's knowledge, there are no wells on the Development Property within the meaning of Minnesota Statutes, Section 103I.235 and there is no sewage generated at the Development Property to be managed, and there is no individual sewage treatment system located on or serving the Development Property.

All representations and warranties made herein shall be deemed remade as of Closing and shall be true and correct as of Closing and shall be deemed to be material and to have been relied upon by the parties, notwithstanding any investigation or other act of Developer heretofore or

hereafter made, and shall survive Closing and execution and delivery of the deed.

Section 3.8. No Business Subsidy. The parties agree and understand that the purchase price payable by Developer for the Development Property is at least equal to the market value of such property, and that the conveyance described in this agreement does not constitute a “business subsidy” within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995. The Developer releases and waives any claim against the Authority and its governing body members, officers, agents, servants and employees thereof arising from application of the Business Subsidy Act to this Agreement, including without limitation any claim that the Authority failed to comply with the Business Subsidy Act with respect to this Agreement.

Notwithstanding the foregoing, the parties agree and acknowledge that the Authority is conveying the Development Property to the Developer for economic development purposes pursuant to the Act, and that job creation is a priority of such economic development. Therefore, the Developer agrees that within two (2) years after the date of this Agreement, the Developer agrees to (i) create or cause to be created five (5) full-time equivalent jobs on the Development Property, and (ii) cause the hourly wage of such jobs to be at least Fifteen Dollars (\$15.00), exclusive of benefits.

Section 3.9. Payment of Authority Costs. The Developer agrees that it will pay, within thirty (30) days after written notice from the Authority, the actual reasonable costs incurred and paid to third-party consultants and attorneys retained by the Authority in connection with the negotiation in preparation of this Agreement and other incidental agreements and documents related to the development contemplated hereunder, through the date of Closing or earlier termination of this Agreement as described hereinafter. The Authority will provide written reports and reasonable evidence of payment describing the costs accrued under this Section to Developer, but no more often than intervals of forty-five (45) days. The Authority acknowledges receipt of \$10,000 deposited by the Developer upon filing its letter of intent with the Authority, which will be credited to the Developer’s obligation under this Section. Upon termination of this Agreement by Developer, the Developer remains obligated under this section for such reasonable and actual third-party costs incurred by the Authority through the effective date of such termination.

ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements on the Development Property in accordance with the approved Construction Plans and will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition, subject to the terms of this Agreement.

Section 4.2. Construction Plans.

(a) Before commencement of construction of the Minimum Improvements, Developer shall submit to the Authority Construction Plans. The Authority will approve such Construction Plans in writing if: (i) such Construction Plans conform to the terms and conditions of this Agreement; (ii) such Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (iii) such Construction Plans are adequate to provide for construction of the Minimum Improvements; (iv) the Construction Plans do not provide for expenditures in excess of the funds available to Developer for construction of the Minimum Improvements; and (v) no Event of Default has occurred. No approval by the Authority shall relieve Developer of the obligation to comply with the terms of this Agreement or of the Development Plan, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements in accordance therewith. No approval by the Authority shall constitute a waiver of an Event of Default. If approval of the Construction Plans is requested by Developer in writing at the time of submission, such Construction Plans shall be deemed approved unless rejected in writing by the Authority, in whole or in part. Such rejections shall set forth in detail the reasons therefore, and shall be made within 30 days after the date of their receipt by the Authority. If the Authority rejects any Construction Plans in whole or in part, Developer shall submit new or corrected Construction Plans after written notification to Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the Authority. The Authority's approval shall not be unreasonably withheld, conditioned or delayed. Said approval shall constitute a conclusive determination that the Construction Plans (and the Minimum Improvements, constructed in accordance with said plans) comply to the Authority's satisfaction with the provisions of this Agreement relating thereto.

The Developer hereby waives any and all claims and causes of action whatsoever resulting from the review of the Construction Plans by the Authority and/or any changes in the Construction Plans requested by the Authority, provided the Authority complies with its obligation to not unreasonably withhold, condition or delay such approval. Neither the Authority nor any employee or official of the Authority shall be responsible in any manner whatsoever for any defect in the Construction Plans or in any work done pursuant to the Construction Plans, including changes requested by the Authority.

(b) If Developer desires to make any material change in the Construction Plans after their approval by the Authority, Developer shall submit the proposed change to the Authority for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 of this Agreement with respect to such previously approved Construction Plans, the Authority shall approve the proposed change and notify Developer in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the Authority unless rejected, in whole or in part, by written notice by the Authority to Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the notice of such change. The Authority's approval of any such change in the Construction Plans will not be unreasonably withheld, conditioned or delayed.

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements within one

hundred twenty (120) days after Closing (the “Construction Commencement Deadline”), and use commercially reasonable and diligent efforts to substantially complete construction of the Minimum Improvements within 180 days following the Construction Commencement Deadline. All work with respect to the Minimum Improvements to be constructed on the Development Property shall substantially conform to the Construction Plans as submitted by Developer and approved by the Authority.

Developer agrees for itself, its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the Development of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced within the period specified in this Section 4.3 of this Agreement. Subsequent to conveyance of the Development Property, or any part thereof, to Developer, and until construction of the Minimum Improvements has been completed, Developer shall make reports, in such detail and at such times as may reasonably be requested by the Authority, as to the actual progress of Developer with respect to such construction.

Section 4.4. Certificate of Completion.

(a) Promptly after substantial completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Developer to construct the Minimum Improvements (including the dates for beginning and completion thereof), the Authority will furnish the Developer with a Certificate of Completion in substantially the form provided in Schedule C. Such certification by the Authority shall be (and it shall be so provided in the deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the deed with respect to the obligations of the Developer, and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any Holder of a Mortgage, or any insurer of a Mortgage, securing money loaned to finance the Minimum Improvements, or any part thereof.

(b) The certificate provided for in this Section 4.4 of this Agreement shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this Section 4.4 of this Agreement, the Authority shall, within thirty (30) days after written request by Developer, provide Developer with a written statement, indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Authority, for Developer to take or perform in order to obtain such certification.

(c) The construction of the Minimum Improvements shall be deemed to be commenced when the grading on the Development Property is substantially complete (as reasonably determined by the Authority Representative), and shall be deemed to be substantially

completed when Developer has received a certificate of occupancy issued by the City for the Minimum Improvements.

ARTICLE V

Insurance

Section 5.1. Developer Insurance.

(a) Developer will provide and maintain at all times during the process of constructing the Minimum Improvements an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the Authority, furnish the Authority with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy.

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Workers' compensation insurance, with statutory coverage.

(b) The Developer and the Authority agree that all of the insurance provisions set forth in this Section shall terminate upon the Termination Date.

Section 5.2. Subordination. Notwithstanding anything to the contrary contained in this Article V, the rights of the Authority with respect to the receipt and application of any proceeds of insurance shall, in all respects, be subject and subordinate to the rights of any lender under a Mortgage approved pursuant to Article VII of this Agreement.

ARTICLE VI

Delinquent Taxes and Review of Taxes

Section 6.1. [Intentionally Omitted.]

Section 6.2. Review of Taxes. Developer agrees that, prior to the Termination Date, it will not apply for a deferral of property tax on the Development Property pursuant to any law, or

transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real estate taxes under State law (other than any portion thereof dedicated or conveyed to the Authority in accordance with this Agreement).

ARTICLE VII

Financing

Section 7.1. Financing.

(a) Before conveyance of the Development Property, the Developer shall submit to the Authority evidence of one or more commitments for mortgage financing which, together with committed equity for such construction, is sufficient for the construction of the Minimum Improvements. Such commitments may be submitted as short term financing, long term mortgage financing, a bridge loan with a long-term take-out financing commitment, or any combination of the foregoing. Such commitment or commitments for short term or long term mortgage financing shall be subject only to such conditions as are normal and customary in the mortgage banking industry.

(b) If the Authority finds that the mortgage financing is sufficiently committed and adequate in amount to provide for the construction of the Minimum Improvements, then the Authority shall notify the Developer in writing of its approval. Such approval shall not be unreasonably withheld, conditioned or delayed and either approval or rejection shall be given within thirty (30) days from the date when the Authority is provided the evidence of financing. A failure by the Authority to respond to such evidence of financing shall be deemed to constitute an approval hereunder. If the Authority rejects the evidence of financing as inadequate, it shall do so in writing specifying the basis for the rejection. Approval of any subordination agreement under Section 7.3 hereof will constitute approval of financing for the purposes of this Section.

Section 7.2. Authority's Option to Cure Default on Mortgage. In the event that there occurs a default under any Mortgage on or prior to the Termination Date, Developer shall cause the Authority to receive copies of any notice of default received by Developer from the holder of such Mortgage. Developer will use its reasonable efforts to include in any Mortgage a provision that the Authority shall have the right, but not the obligation, to cure any such default on behalf of Developer within such cure periods as are available to Developer under the Mortgage documents. In the event there is an Event of Default under this Agreement, the Authority will transmit to the Holder of any Mortgage a copy of any notice of default given by the Authority pursuant to Article IX of this Agreement.

Section 7.3. Subordination and Modification for the Benefit of Mortgagee. In order to facilitate the Developer obtaining financing for construction of the Minimum Improvements according to the Construction Plans, the Authority agrees to subordinate its rights under this Agreement, including without limitation its rights of reversion under Sections 9.3 and 9.4 hereof, provided that (a) such subordination shall be subject to such reasonable terms and conditions as

the Authority and Holder mutually agree in writing, and (b) the Authority's obligation to subordinate is contingent on the Authority's approval of the financing in accordance with Section 7.1 hereof.

ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. Representation as to Development. Developer represents and agrees that its purchase of the Development Property or portions thereof, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of Development of the Development Property and not for speculation in land holding.

Section 8.2. Prohibition Against Transfer of Property and Assignment of Agreement. Developer represents and agrees that until issuance of the Certificate of Completion for the Minimum Improvements:

(a) Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity (collectively, a "Transfer"), without the prior written approval of the Authority's board of commissioners unless Developer remains liable and bound by this Agreement, in which event, notwithstanding anything in this Agreement to the contrary, the Authority's approval is not required. The term "Transfer" does not include (i) encumbrances made or granted by way of security for, and only for, the purpose of obtaining construction, interim or permanent financing necessary to enable Developer or any successor in interest to the Development Property, or any part thereof, to construct the Minimum Improvements, or (ii) any lease, license, easement or similar arrangement entered into in the ordinary course of business related to operation of the Minimum Improvements. Prior approval by the Authority is not required for any Transfer: (1) to an Affiliate or the transfer of a member's interest in Developer to an Affiliate of the member so long as the proposed transferee expressly assumes the obligations of Developer or the original member; (2) that is involuntary resulting from the death or disability or parties in control of the members of Developer.

(b) If Developer seeks to effect a Transfer which requires the approval of the Authority prior to issuance of the Certificate of Completion for the Minimum Improvements, the Authority shall be entitled to require as conditions to such Transfer that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer as to the portion of the Development Property to be transferred.

(ii) Any proposed transferee, by instrument in writing satisfactory to the Authority and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Authority, have expressly assumed all of the obligations of Developer under this Agreement as to the portion of the Development Property to be transferred and agreed to be subject to all the conditions and restrictions to which Developer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) deprive the Authority of any rights or remedies or controls with respect to the Development Property or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Authority of or with respect to any rights or remedies on controls provided in or resulting from this Agreement with respect to the Minimum Improvements that the Authority would have had, had there been no such transfer or change. In the absence of specific written agreement by the Authority to the contrary, no such transfer or approval by the Authority thereof shall be deemed to relieve Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property governed by this Article VIII, shall be in a form reasonably satisfactory to the Authority.

(c) If the conditions described in paragraph (b) are satisfied with regard to any Transfer requiring the approval of the Authority then the Transfer will be approved and Developer shall be released from its obligations under this Agreement, as to the portion of the Development Property that is transferred, assigned, or otherwise conveyed. The provisions of this paragraph (c) apply to all subsequent transferors, assuming compliance with the terms of this Article.

(d) Upon issuance of the Certificate of Completion for the Minimum Improvements, Developer may transfer or assign the Minimum Improvements and/or Developer's rights and obligations under this Agreement with respect to such property without the prior written consent of the Authority; provided that:

(i) until the Termination Date the transferee or assignee is bound by all Developer's obligations hereunder with respect to the property and rights transferred. Developer shall submit to the Authority written evidence of any such transfer or assignment, including the transferee or assignee's express assumption of Developer's

obligations under this Agreement. If Developer fails to provide such evidence of transfer and assumption, Developer shall remain bound by all obligations with respect to the subject property under this Agreement; and

(ii) upon compliance with clause (d)(i) above (whether the transfer occurred before or after issuance of the Certificate of Completion), Developer shall be released from its obligations under this Agreement with respect to the property transferred assigned or otherwise conveyed.

The provisions of this paragraph (d) apply to all subsequent transferors, assuming compliance with the terms of this Article.

Section 8.3. Release and Indemnification Covenants. (a) Developer releases from and covenants and agrees that the Authority and the governing body members, officers, agents, servants and employees thereof (the “Indemnified Parties”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the operation of the Minimum Improvements.

(b) Except for any negligence of the following named parties and any claim as to the legal authority of the Authority to perform as required by this Agreement, Developer agrees (if timely tendered by the Authority to Developer) to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever to the extent caused by the construction, installation, and operation of the Minimum Improvements.

(c) The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements due to any act of negligence of any person.

(d) All covenants, stipulations, promises, agreements and obligations of the Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and not of any governing body member, officer, agent, servant or employee of the Authority in the individual capacity thereof.

ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by any party, following notice and cure periods described in Section 9.2 hereof, to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or under

any other agreement entered into between Developer and the Authority in connection with development of the Development Property.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs, the non-defaulting party may exercise its rights under this Section 9.2 after providing thirty days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said thirty days or, if the Event of Default is by its nature incurable within thirty days, the defaulting party does not provide assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

- (a) Suspend its performance under the Agreement until it receives assurances that the defaulting party will cure its default and continue its performance under the Agreement.
- (b) Cancel and rescind or terminate the Agreement.
- (c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Section 9.3. Revesting Title in Authority Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Development Property to Developer and prior to completion of construction of the Minimum Improvements (evidenced by a Certificate of Completion described in Section 4.4):

- (a) Developer, subject to Unavoidable Delays, shall fail to begin construction of the Minimum Improvements by the Construction Commencement Deadline and such failure to begin construction is not cured within 90 days after written notice from the Authority to Developer to do so; or
- (b) Developer fails to pay real estate taxes or assessments on the parcel or any part thereof when due, or creates, suffers, assumes, or agrees to any encumbrance or lien on the parcel (except to the extent permitted by this Agreement), or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within thirty (30) days after receipt of written demand by the Authority to do so; provided, that if Developer first notifies the Authority of its intention to do so, it may in good faith contest any mechanics' or other lien filed or established and in such event the Authority shall permit such mechanics' or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal and during the course of such contest Developer shall keep the Authority informed respecting the status of such defense; or
- (c) there is, in violation of the Agreement, any Transfer of the parcel in violation of the terms of Section 8.2, and such violation is not cured within sixty (60) days after written demand by

the Authority to Developer, or if the event is by its nature incurable within 60 days, Developer does not, within such 60-day period, provide assurances reasonably satisfactory to the Authority that the event will be cured as soon as reasonably possible; or

(d) Developer fails to comply with any of its other covenants under this Agreement related to the Minimum Improvements and fails to cure any such noncompliance or breach within thirty (30) days after written demand from the Authority to Developer to do so, or if the event is by its nature incurable within 30 days, Developer does not, within such 30-day period, provide assurances reasonably satisfactory to the Authority that the event will be cured as soon as reasonably possible; or

(e) the Holder of any Mortgage secured by the subject property exercises any remedy provided by the Mortgage documents or exercises any remedy provided by law or equity in the event of a default in any of the terms or conditions of the Mortgage, in either case which would materially adversely affect the rights and obligations of the Authority hereunder,

Then the Authority shall have the right to re-enter and take possession of the parcel to which the default relates and to terminate (and revert in the Authority) the estate conveyed by the deed to Developer as to that parcel, subject to all intervening matters, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the parcel to Developer shall be made upon, and that the deed shall contain a condition subsequent to the effect that in the event of any default on the part of Developer and failure on the part of Developer to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, the Authority at its option may declare a termination in favor of the Authority of the title, and of all the rights and interests in and to the parcel conveyed to Developer, and that such title and all rights and interests of Developer, and any assigns or successors in interest to and in the parcel, shall revert to the Authority, but only if the events stated in Section 9.4(a)-(e) have not been cured within the time periods provided above. Notwithstanding anything to the contrary herein, in the event the Development Property have been replatted as part of other parcels as of the date of the Authority's exercise of its rights under this Section, Developer will cooperate with the Authority in obtaining any subdivision necessary to revert in the Authority title to the applicable Authority Parcel.

Section 9.4. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the Authority of title to and/or possession of the parcel or any part thereof as provided in Section 9.3, the Authority shall, pursuant to its responsibilities under law, use its best efforts to sell the parcel or part thereof as soon and in such manner as the Authority shall find feasible and consistent with the objectives of such law and of the Development Plan to a qualified and responsible party or parties (as determined by the Authority) who will assume the obligation of making or completing the Minimum Improvements as shall be satisfactory to the Authority in accordance with the uses specified for such parcel or part thereof in the Development Plan. During any time while the Authority has title to and/or possession of a parcel obtained by reverter, the Authority will not disturb the rights of any tenants under any leases encumbering such parcel. Upon resale of the parcel, the proceeds thereof shall be applied:

(a) First, to reimburse the Authority for all costs and expenses reasonably incurred by them, including but not limited to salaries of personnel, in connection with the recapture,

management, and resale of the parcel (but less any income derived by the Authority from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the parcel or part thereof (or, in the event the parcel is exempt from taxation or assessment or such charge during the period of ownership thereof by the Authority, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the Authority assessing official) as would have been payable if the parcel were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the parcel or part thereof at the time of reversion of title thereto in the Authority or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the subject improvements or any part thereof on the parcel or part thereof; and any amounts otherwise owing the Authority by Developer and its successor or transferee; and

(b) Second, to reimburse Developer, its successor or transferee, up to the amount equal to (1) the purchase price paid by Developer under Section 3.2 with respect to the parcel reversioned; plus (2) the amount actually invested by it in making any of the subject improvements on the parcel or part thereof.

Any balance remaining after such reimbursements shall be retained by the Authority as its property.

Section 9.5. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 9.6. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE X

Additional Provisions

Section 10.1. Conflict of Interests: Authority Representatives Not Individually Liable. The Authority and Developer, to the best of their respective knowledge, represent and agree that no member, official, or employee of the Authority shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects their personal interests or the interests of any

corporation, partnership, or association in which they are, directly or indirectly, interested. No member, official, or employee of the Authority shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the Authority for any amount which may become due to Developer or successor or on any obligations under the terms of the Agreement.

Section 10.2. Equal Employment Opportunity. Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in the Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 10.3. Restrictions on Use. Developer agrees that until the Termination Date, Developer, and such successors and assigns, shall devote the Development Property to the operation of the Minimum Improvements for uses described in the definition of such term in this Agreement, and shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

Section 10.4. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by any party to the others shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of Developer, is addressed to or delivered personally to Developer at VCV Digital Infrastructure Minnesota LLC, 1540 Broadway, 10th Floor, New York, NY 10036; and

(b) in the case of the Authority, is addressed to or delivered personally to the Authority at the Brainerd Economic Development Authority, 501 Laurel Street, Brainerd, Minnesota 56401, Attn: Executive Director, or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the others as provided in this Section.

Section 10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. Recording. The Authority may record this Agreement and any amendments thereto with the Crow Wing County recorder. Developer shall pay all costs for recording.

Section 10.9. Amendment. This Agreement may be amended only by written agreement approved by the Authority and Developer.

Section 10.10. Authority Approvals. Unless otherwise specified, any approval required by the Authority under this Agreement may be given by the Authority Representative.

Section 10.11. Termination. This Agreement terminates on the earliest of (i) cancelation as provided in Article III hereof; (ii) termination following an uncured Event of Default following written notice thereof; or (iii) expiration of the initial 2-year term of the Utility Agreement, without regard to any extension or renewal thereof (the "Termination Date").

Section 10.12. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 10.13. Good Faith. Each party shall act in good faith and in a commercially reasonable manner with respect to any matter contemplated by this Agreement, including, without limitation, approving or disapproving any request, including any request for approval of plans.

Section 10.14. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby. Once this Agreement is terminated, Developer and the Authority shall enter into a recordable "Memorandum of Termination" which shall confirm that Developer has satisfied its obligations under this Agreement, shall state the date this Agreement was terminated, and confirm this Agreement no longer affects the Development Property. If the Authority fails to execute and return the Memorandum of Termination within thirty (30) days of the date Developer sent notice of such request, then without limitation to any rights or remedies of Developer, Developer shall have the right to execute and record the Memorandum of Termination evidencing the same.

(The remainder of this page is intentionally blank; signature pages follow.)

SCHEDULE A

DEVELOPMENT PROPERTY

Lot 1, Blocks 2 and 3; Brainerd Industrial Park 1st Addition, Crow Wing County, Minnesota

SCHEDULE B

FORM OF QUIT CLAIM DEED

THIS INDENTURE, between Brainerd Economic Development Authority, a public body corporate and politic (the “Grantor”), and VCV Digital Infrastructure Minnesota LLC, a Delaware limited liability company (the “Grantee”).

WITNESSETH, that Grantor, in consideration of the sum of \$_____ and other good and valuable consideration the receipt whereof is hereby acknowledged, does hereby grant, bargain, quitclaim and convey to the Grantee, its successors and assigns forever, all the tract or parcel of land lying and being in the County of Crow Wing and State of Minnesota described as follows, to-wit (such tract or parcel of land is hereinafter referred to as the “Property”):

Lot 1, Blocks 2 and 3; Brainerd Industrial Park 1st Addition, Crow Wing County, Minnesota

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging.

SECTION 1.

It is understood and agreed that this Deed is subject to the covenants, conditions, restrictions and provisions of an agreement recorded herewith entered into between the Grantor and Grantee on the 3rd day of March, 2022, identified as “Purchase and Development Contract” (hereafter referred to as the “Agreement”) and that the Grantee shall not convey this Property, or any part thereof, except as permitted by the Agreement until a certificate of completion releasing the Grantee from certain obligations of said Agreement as to this Property or such part thereof then to be conveyed, has been placed of record. This provision, however, shall in no way prevent the Grantee from mortgaging this Property in order to obtain funds for the purchase of the Property hereby conveyed or for erecting the Minimum Improvements thereon (as defined in the Agreement) in conformity with the Agreement, any applicable development program and applicable provisions of the zoning ordinance of the City of Brainerd, Minnesota, or for the refinancing of the same.

It is specifically agreed that the Grantee shall promptly begin and diligently prosecute to completion the Development of the Property through the construction of the Minimum Improvements thereon, as provided in the Agreement.

Promptly after completion of the Minimum Improvements in accordance with the provisions of the Agreement, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of the Grantee, and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Such certifications and such determination shall not constitute evidence of compliance with

or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the Property hereby conveyed or the Minimum Improvements, or any part thereof.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder, or Registrar of Titles, Crow Wing County, Minnesota. If the Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within thirty (30) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

SECTION 2.

The Grantee's rights and interest in the Property are subject to the terms and conditions of Section 9.3 of the Agreement relating to the Grantor's right to re-enter and revest in Grantor title to the Property under conditions specified therein, including but not limited to termination of such right upon issuance of a Certificate of Completion as defined in the Agreement.

SECTION 3.

The Grantee agrees for itself and its successors and assigns to or of the Property or any part thereof, hereinbefore described, that the Grantee and such successors and assigns shall comply with all provisions of the Agreement that relate to the Property or use thereof for the periods specified in the Agreement, including without limitation the covenant set forth in Section 10.3 thereof.

It is intended and agreed that the above and foregoing agreements and covenants shall be covenants running with the land for the respective terms herein provided, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be binding, to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Grantor against the Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Grantor shall be deemed a beneficiary of the agreements and covenants provided herein, both for and in its own right, and also for the purposes of protecting the interest of the community and the other parties, public or private, in whose favor or for whose benefit these agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor without regard to whether the Grantor has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Grantor shall have the right, in the event of any breach of any such agreement or covenant to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled; provided that Grantor shall

not have any right to re-enter the Property or re-vest in the Grantor the estate conveyed by this Deed on grounds of Grantee's failure to comply with its obligations under this Section 3.

SECTION 4.

This Deed is also given subject to:

(a) Provision of the ordinances, building and zoning laws of the City of Brainerd, and state and federal laws and regulations in so far as they affect this real estate.

(b) [Other encumbrances if applicable]

Grantor certifies that it does not know of any wells on the Property.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its behalf by its President and Executive Director and has caused its corporate seal to be hereunto affixed this ____ day of _____, 2022.

BRAINERD ECONOMIC
DEVELOPMENT AUTHORITY

By _____
Its President

By _____
Its Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF CROW WING)

On this ____ day of _____, 2022, before me, a notary public within and for Crow Wing County, personally appeared _____ and _____ to me personally known who by me duly sworn, did say that they are the President and Executive Director of Brainerd Economic Development Authority (the "Authority") named in the foregoing instrument; that the seal affixed to said instrument is the seal of said Authority; that said instrument was signed and sealed on behalf of said Authority pursuant to a resolution of its governing body; and said and _____ acknowledged said instrument to be the free act and deed of said Authority.

Notary Public

This instrument was drafted by:

Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402
(612) 337-9300

SCHEDULE C

CERTIFICATE OF COMPLETION

WHEREAS, the Brainerd Economic Development Authority, a public body corporate and politic (the “Grantor”), by a Deed recorded in the Office of the County Recorder for the County of Crow Wing and State of Minnesota, as Deed Document Number _____, has conveyed to VCV Digital Infrastructure Minnesota LLC (the “Grantee”), the following described land in County of Crow Wing and State of Minnesota, to-wit:

Lot 1, Blocks 2 and 3; Brainerd Industrial Park 1st Addition, Crow Wing County, Minnesota

and

WHEREAS, said Deed contained certain covenants and restrictions set forth in Sections 1 and 2 of said Deed; and

WHEREAS, said Grantee has performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification;

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Grantee have been completed and the above covenants and conditions in said Deed and the agreements and covenants in Article IV of the Agreement (as described in said Deed) have been performed by the Grantee therein, and the County Recorder for the County of Crow Wing and State of Minnesota is hereby authorized to accept for recording and to record, the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of Article IV of the Agreement, but the covenants created by Sections 3 and 4 of said Deed shall remain in full force and effect.

Dated: _____, 20__.

BRAINERD ECONOMIC DEVELOPMENT
AUTHORITY

By _____
Authority Representative

This Document was drafted by:

KENNEDY & GRAVEN, Chartered
150 South 5th Street, Suite 700
Minneapolis, Minnesota 55402
(612) 337-9300

SCHEDULE D

MINIMUM IMPROVEMENTS

